

## PUBLIC LAW BOARD NO. 5907

Case No. 5

Award No. 5

United Transportation Union	)	PARTIES
	)	TO
CSX Transportation, Inc.	)	DISPUTE

STATEMENT OF CLAIM

Claim for Conductor M. Gogel, 010374, and Brakeman J.E. Fletcher, 039745, for one (1) day at the pro rata yard rate of pay account violation of PEB 219, Article VIII, Section 1 (a) on November 13, 1992.

FINDINGS

This Board finds the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due and proper notice of hearing thereon.

Claimants were regularly assigned to the Baltimore-Richmond road freight pool. On the claim date Claimants reported to duty at Riverside yard and were taxied to the Penn Mary Yard where they would receive their over-the-road train.

Upon arrival at Penn Mary Yard crew was instructed to get their engines from Track 5, then pick up six cars from Track 6 and proceed to Seagirt Yard and set out the six cars on Track 1. After completing that task the crew got its road train from Seagirt No. 3 and departed Baltimore.

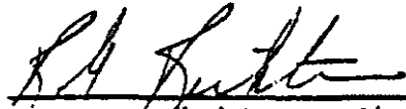
Seagirt Yard is a state-of-the-art intermodal facility with its lead track coming off of Penn Mary Yard. At the time the work was performed twelve yard crews were on duty in Baltimore Terminal.


The issue in this dispute is whether the work of transferring the six cars from Penn Mary Yard to Seagirt Yard is permissible without additional compensation under the terms of the October 31, 1985 National Agreement as amended by PEB 219.

This Board finds the work of transferring the six cars was not in connection with their road assignment and as such is not permissible.

AWARD

Claim sustained. Carrier will comply with this Award within 30 days from its date.

  
R.G. Richter, Chairman

  
H.S. Emerick, Carrier Member (DISSENT  
ATTACHED)  
Dated SEPT: 4, 1997

  
J.T. Reed, Employee Member

CARRIER MEMBER'S DISSENT TO AWARD NO. 5  
PUBLIC LAW BOARD NO. 5907

The Chairman and Neutral Member of this Board was the Referee in First Division Award No. 24432. That case involved a crew who arrived at its final terminal and pulled its train into a yard track. They then proceeded to pick up an additional 23 cars from another yard track and placed them in their train. The Board in Award No. 24432 relied on the findings in Award No. 846 of Public Law Board No. 964 which are on point herein; an interchange was accomplished prior to the crew's departure from the initial terminal in the First Division case and in the instant case, a transfer from one yard to another was made. In all three cases, the cars, whether picked up, transferred or interchanged, were not moved outside the terminal in the crew's train.

Article VII of the 1991 Implementing Documents permits road crews, without additional compensation, "to perform in connection with its own train one move in addition to those provided by previous agreements at the initial terminal....those previously allowed, plus the new ones: pick-ups, set-outs, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries." In the instant case, again, the Claimants merely transferred cars from one yard to another within the Baltimore switching limits. Finding that such work is impermissible as "not in connection with their road assignment," essentially renders the word "transferring" to be meaningless. What is transferring cars?

The Carrier respectfully dissents and holds that this Award is of no precedent value.

*H. S. Emerick*

H. S. Emerick, Carrier Member