

PUBLIC LAW BOARD NO. 4975

Award No. 71

Case No. 71

CSXT No. 4(95-1362)

UTU No. A6250505

PARTIES TO DISPUTE:

UNITED TRANSPORTATION UNION

and

CSX TRANSPORTATION, INC.

Statement of Claim

Claim of Conductor I. Mayers, I.D. No. 170804, and Brakeman J. L. Lindler, I.D. No. 170813, for one (1) day at yard rate on March 24, 1995 on Train F-788 at Cayce Yard account required to move Engine CSXT 6296 from #A Track at Cayce while yard crew on duty.

Findings

The Board, upon consideration of the entire record and all of the evidence, finds that the parties herein are carrier and employee within the meaning of the Railway Labor Act, as amended; that this Board has jurisdiction over the dispute involved herein; and that the parties to said dispute were given due and proper notice of hearing

thereon.

Upon reporting for duty, claimants were informed that a portion of their train was in Track A and that CSX Engine 6296 was coupled to the cars in Track A "pumping air". The crew was instructed to move the yard engine from Track A to another location in the yard and then to couple their outbound locomotives to the cars in Track A.

The organization, in support of the claim, states that Article VIII, Section 1(d) of the 1985 UTU National Agreement limits road crews to performing switching at times when there are no yard crews on duty.

The carrier denied the claim because it believes that Article VIII, Section 3(a)(3) allows road crews to "move, turn and spot locomotives...."

Critical to the right of the carrier to assign incidental work to a road crew is the fact that the work must be "in connection with" the crew's own assignment. In this case, the movement of the yard locomotive was necessary to complete the road crew's assignment of moving the cars out of the yard. The yard locomotive was in its position in furtherance of the placement of the cars which were to be part of the claimants' assignment. Clearly, the work was incidental to the completion of the crew's road assignment. Accordingly, the organization has failed to prove that there was a contractual violation.

Award

The claim is denied.

Robert O. Harris
Robert O. Harris
Chairman and Neutral Member

D. A. Noell
D. A. Noell
For the Carrier

R. D. Snyder
R. D. Snyder
For the Organization

Jacksonville FL, Dec 5th, 1996