

PUBLIC LAW BOARD NO. 1810

Award No. 2

Case No. 20

UTU File No. H-2-b-1

Carrier File P-310-4-28

Parties United Transportation Union - E  
to and  
Dispute The Atchison, Topeka and Santa Fe Railway Company  
-Eastern Lines-

Statement of Claim Claim of Kansas City - Eastern Division Fireman J. L. Baker for an unspecified payment account Machinist George Showalter allegedly performing hostler service at Argentine on February 3, 1972.

Findings The Board, after hearing upon the whole record and all evidence, finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated September 10, 1976, that it has jurisdiction of the parties and the subject matter, and that the parties were given due notice of the hearing held.

The instant claim was filed on March 3, 1972 by the UTU Local Chairman in favor of the Claimant, who stood first, on the basis:

"at 0230 this date Machinist George Showalter was observed to hostile Engine 310-5-3115-3140 on Track #8 at the Argentine Diesel Shop Yard. This service belongs exclusively to hostlers."

The General Chairman on appeal stated:

"at 230AM on the claim date, Machinist George Showalter was observed hostling 3105-3115-3140 on Track #8 at the Diesel Shop facility when he operated the consist to effect a cut between it and the following consist.

Such Claim was denied and it was pointed out:

"our investigation fails to develop a cut was made in the consist when Machinist George Showalter made a standing power test, this test being historically performed by Mechanical Department Employees."

The Claim, as initially made, was vague and indefinite. The burden of proof to present sufficient facts within a claim which on its face would permit of a conclusion as to who, when, where, what and why, was not met by the Local Chairman. We are kept in the dark as to what he meant by hostling. The General Chairman's unsupported amplification was little better.

Also, the Board takes note that the Local Chairman had the mistaken impression that the handling of engines, as here, within engine house territory is work that is exclusive to Hostlers. Such an impression is erroneous. Hostlers do not have exclusivity thereto. Absent a rule so stating, then the movement of engines when such movement is related to a purpose for which employes other than Hostlers are required to move such engines, is held to be not violative of Article XVI(a) which reads:

"Hostlers shall be provided at division terminals and such other points as may be agreed upon, whose duty it shall be to take engines upon arrival at the designated point in the yard. Fireman shall not be required to put away engines, clean fires or ash pans, or blow out front ends at terminals."

or Article II, which provides:

"(b-1) Only round house employes who, in handling engines are required to have a knowledge of movements will come under the designations of outside hostlers..."

Lastly, the question concerning movements of engines being made by employes other than hostlers was previously raised and ruled on, between these same two parties, by Public Law Board No. 1222, which, in its Award No. 6, held:

"There is no evidence of record that the work performed by the machinist in moving the units from fuel track to the house track or pit track was exclusively the work of hostlers. Section B (1) of Article 2 recognizes that other round house employes handle engines. The round house employee herein handled engines for approximately 22 minutes and in the absence of a showing that the work performed during that period of time was exclusively the work of hostlers the Board must deny the claim."

This Board will follow said Award No. 6 and likewise deny the instant Claim.

Award Claim denied.

*F. Levin dissenting*  
K. Levin, Employee Member

*M. D. Outh*  
M. D. Outh, Carrier Member

*See Decision 390  
SPA 35*

*Arthur T. Van Wart*  
Arthur T. Van Wart, Chairman  
and Neutral Member

Issued at Wilmington, Delaware, February 28, 1979.