

been overtaken at Hyco Junction by the Hours of Service Law. Claimants took charge of the train and units and completed that train's assigned trip to Durham. The Carrier returned Claimants by automobile from Durham to Hyco Junction where they remanned their train and finished their assignment.

The Organization cites Article 2, Section 1(f) (Guarantees), Article 2, Section 2 (Basic Day) of the BLE Schedule Agreement and Article 4 (Rates of Pay-Freight Service) and Article 5 (Basic Day) of the UTU-E Schedule Agreement in support of the claim.

The Organization contends that when Claimants and their crew left the South Boston shifter at Hyco Junction and boarded Train RD-6 they began work in another class of service and performed service on another assignment. The Organization points to BLE and UTU-E agreements with the Carrier classifying the South Boston shifter as a "road switcher" under BLE and UTU-E schedule agreements. The Organization urges that the special agreements were necessary because the Schedule Agreements did not provide a basic rate for road switchers. The Organization maintains that the special agreements established road switchers as a separate class of service from local freight service. Accordingly, Claimants are entitled to a basic day at the appropriate freight rate of pay for the local freight service they performed with respect to Train No. RD-6.

The Carrier points out that Claimants were engaged in road service for their entire tour of duty on the claim date. The Carrier contends that during such tour they were engaged in shifter or switcher

service, not local freight service. The Carrier argues that in any event Claimants were compensated at the rate of pay for switcher service which is higher than the rate for local freight service. The Carrier argues that in view of this fact Claimants received the proper compensation under Article 10 of the BLE schedule agreement which provide that road engineers may be required to perform two classes of service in a day or trip for which they will receive for their entire service the highest rate of pay applicable to any class of service performed.

At the hearing in this case the Carrier and the Organization agreed that the decisionally significant issue was whether under the special agreements applicable to the South Boston shifter that service was a separate class from local freight service.

The very existence of the special agreements applicable to the South Boston shifter supports the conclusion that it is a separate class of service. As the Organization points out, it was necessary to treat the South Boston shifter by special agreement because that service was not dealt with by the Schedule Agreements.

The content of the special agreements buttresses this conclusion. Section 1 of the UTU-E special agreement provides that the South Boston shifters will be classified as "road switchers" under the UTU-E Schedule Agreement. The BLE special agreement provides that "road switcher service may be established at South Boston, VA." Both special agreements provide that certain rules of the schedule agreements will apply to the South Boston shifter service while other rules will not. Both special agreements particularize the rate of pay applicable to the South Boston shifter

service. Although local rates of pay are specified, when considered in light of the other provisions of the special agreements, that does not establish the South Boston shifter as local freight service.

Accordingly, the Board finds that the South Boston shifter constitutes a class of service separate from local freight service.

The next question for the Board to resolve is whether Claimants properly were compensated under the "More Than One Class of Road Service" Rule as provided in Article 10 of the BLE Schedule Agreement or whether they were entitled to a day's pay.

The Carrier cites awards uniformly disallowing claims for a day's pay for employees performing work in more than one class of service where there was an agreement specifically applicable to that situation providing for different compensation. With the exception of Award No. 8 of Public Law Board No. 2418, Sept. 4, 1980 (Sickles, Neutral) on this property, none of the awards cited by the Organization, all of which sustained claims for a day's pay for performance of work in two classes of service or in different assignments, involved a similar agreement. While Award No. 8 does state that the Carrier had relied upon Article 10 of the BLE Schedule Agreement relied upon by the Carrier in this case, the Award does not discuss Section 10 in detail. Accordingly, we question its precedential value in the dispute before this Board.

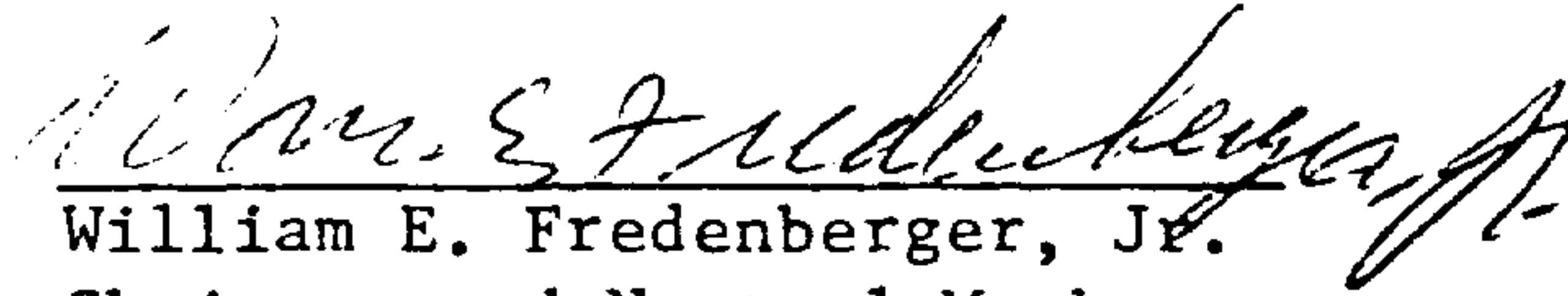
Article 10 of the BLE Schedule Agreement provides generally that road engineers employed in any class of road service may be required to perform two or more classes of road service in a day or trip for which they will be compensated at the highest rate applicable to any service performed.

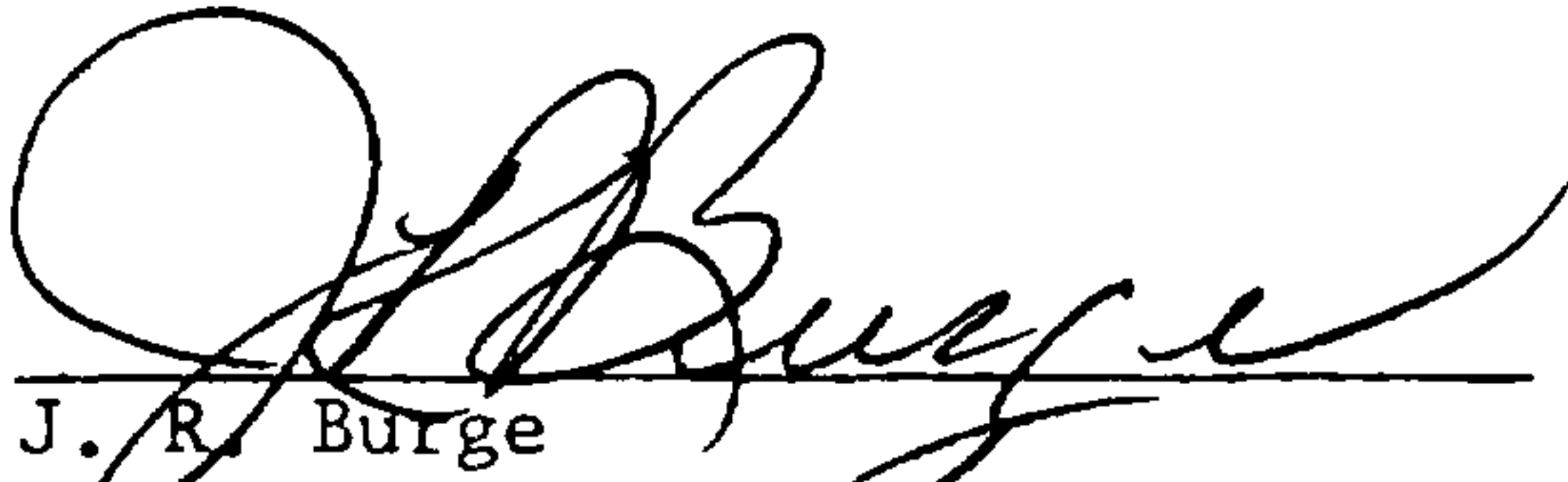
Article 10 clearly is applicable to the work performed by Claimants in the instant case and Claimants were compensated, in accordance with the rule, for their entire service at the highest rate applicable to any service performed.

Accordingly, the Board finds no agreement support for an additional day's pay as claimed.

AWARD

Claim denied.


William E. Fredenberger, Jr.
Chairman and Neutral Member


J. R. Burge
Organization Member


E. M. Martin
Carrier Member

DATED: *July 22, 1983*