

PARTIES TO DISPUTE:

\* MAINE CENTRAL RAILROAD COMPANY  
\* PORTLAND TERMINAL COMPANY  
\*  
\* -and-  
\* UNITED TRANSPORTATION UNION C-T  
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STATEMENT OF CLAIM:

Claim of PTCO Condr. W. M. Deering, Yardmen P. T. Bricchetto and N. M. Brink dated January 22, 1978, for one day's pay for switching out crane cars in East Yard and switching cars for West Yard at "230".

FINDINGS:

This Board, upon the whole record and all the evidence, finds as follows:

That the parties were given due notice of the hearing;

That the Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as approved June 21, 1934;

That this Board has jurisdiction over the dispute involved herein.

On January 22, 1978, the Claimants were called to work an extra switcher at Rigby Yard. The work involved hauling cars off several tracks in the East Yard to enable an engineering department crane to clear snow from the tracks. After that work was completed, the Claimants were instructed by the yardmaster to assemble cars and move them to West Rigby Yard. Claimants submitted the instant claim for one (1) day's pay alleging that they were required to perform two different classes of service in violation of Article 40, Section (a) of the Yardmen's Agreement.

Article 40, Section (a) states as follows:

ARTICLE 40 - Different Classes of Service

"Section (a). Calls specifically made for relief train - work train-snow train, etc., will not be used in general yard switching.

. . . .

It is the Organization's position that the Claimant crew performed two different classes of service on the date in question. The first class of service was "puller service" which involved moving cars from one track to another, then placing them back on their original track after the snow was removed. The second class of service was general yard switching which consisted of switching out cars for different points and placing them on certain tracks for movement to West Rigby Yard. The Organization contends that "puller service" is a specific and special service since the Conductor of the crew is required to make out worksheets for the engineering department, precisely what is required in all other special types of service on this property. In support of its position, the Organization offers Claim No. T-77-14 which was settled on this property and paid by the Carrier.

The Carrier retorts that Article 40 was not violated since the Claimants were called for general yard switching only, even if the term "puller service" has been used when they were called. Further, the mere fact that the Conductor was required to make out worksheets for accounting purposes does not place a general yard switcher in the category of work train service, the Carrier maintains. In addition, it is the Carrier's position that no past practice has ever existed on this property whereby "puller service" has been classified as a special class of service.

It is the opinion of this Board that the evidence fails to support the Organization's position in the instant claim. The Claimants performed none of the special services referenced in Article 40, Section (a), of the Yardmen's Agreement, in our view. Rather, they performed general yard switching only, including moving cars from one track to another, and replacing them after snow had been removed therefrom. Such service, we find, is not the special type of service contemplated by Article 40. Thus, the Claimants did not perform more than one class of service on the date in question. Rather, they performed only general yard switching.

Moreover, the mere fact that the Conductor of the crew was required to make out worksheets is irrelevant. In our opinion, it is the nature of the work performed that determines the class of service one is engaged in. As discussed hereinabove, the work performed by the Claimant crew was general yard switching, regardless of the paperwork involved subsequent thereto.

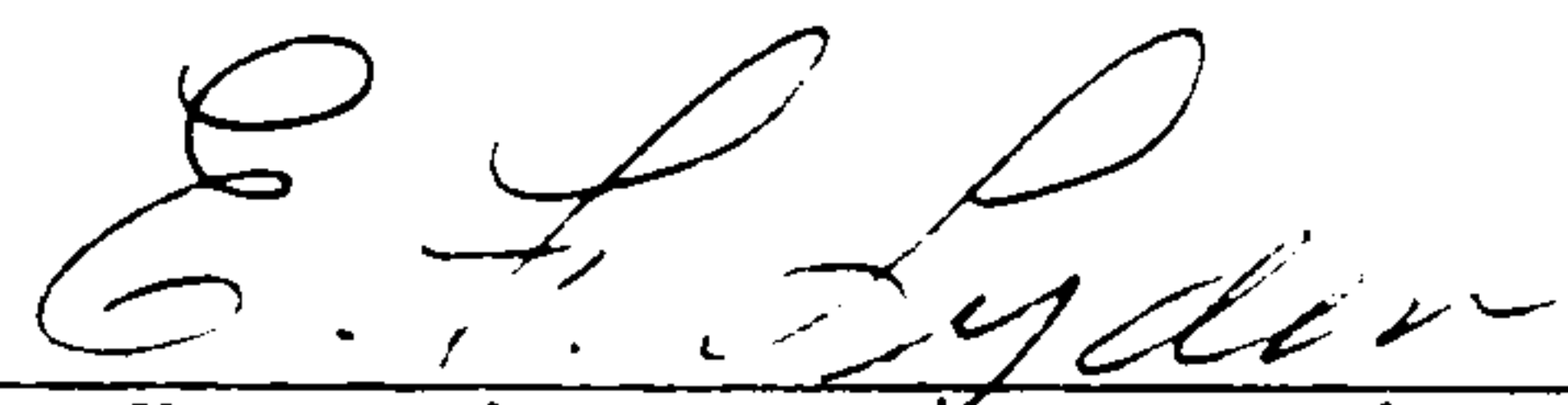
A careful examination of the evidence before us reveals that Claim No. T-77-14 is distinguishable from the current dispute since the crew in that case was called for "spreader service" which is, of course, analogous to "snow train" service, a specified class of service referenced in Article 40, Section (a). The crew in Claim No. T-77-14 was required to perform spreader service in addition to general yard switching. In the instant claim, the Claimant crew merely performed one class of service, general yard switching, throughout their tour of duty on January 22, 1978.

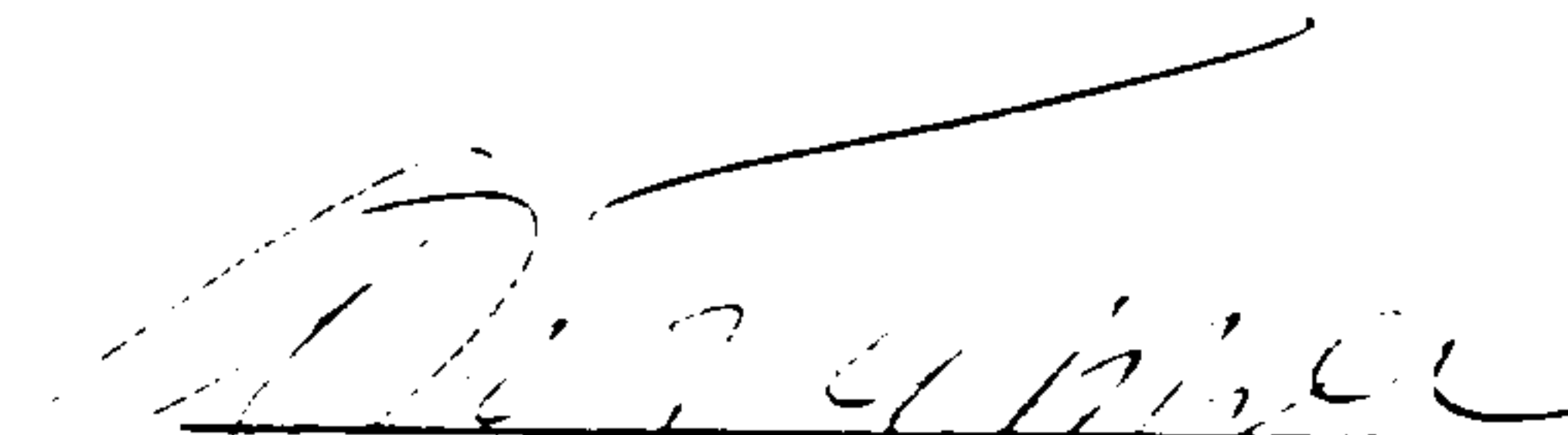
In accordance with the foregoing, we find that the instant claim must be denied.

AWARD:

Claim denied.

  
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Robert M. O'Brien, Chairman and Neutral Member

  
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E. F. Lyden, Union Member

  
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A. N. Tupper, Company Member

DATED: *Jun. 22, 1982*