

PUBLIC LAW BOARD NO. 2143

AWARD NO. 347

SEABOARD COAST LINE RAILROAD COMPANY

VS.

UNITED TRANSPORTATION UNION

STATEMENT OF CLAIM: "Claim of Outside Hostler R. R. Phillips and Helper W. A. Davis for 100 miles for adding lubricating oil to the crankcase of SCL Engine 1556, as per instructions of Yardmaster on April 15, 1981.

JOINT STATEMENT OF FACTS: Claimants are employed at Augusta, Georgia by the Carrier as hostler and helper. Units for yard and road are serviced at this facility which includes adding fuel, oil, water and other items to these units to make them ready for service. Claimants on this date were instructed to service several units and as part of their duties was to check the oil level and when oil level was found to be low their outstanding instructions are to add oil which was done.

ANALYSIS AND FINDINGS: This claim involves the interpretation of Article 48(f) of the UTU-E-SCL Agreement as amended March 6, 1980. In making such interpretation we examine the history of Article 48(f).

Prior to March 18, 1976, Article 48(f) consisted only of the following language:

"At points where hostlers and outside hostler helpers are provided, it will be their duty, assisted by other employees as the necessity of the service may require, to turn locomotives where necessary, supply fuel, water or sand on diesel-electric locomotives in addition to their other duties."

At no time has this language been changed, and it continues as a part of the applicable agreement between the parties. Standing alone, however, it invited constant contention between the parties relative to the duties which could properly be assigned to the hostler and outside hostler helper.

On March 18, 1976 the parties agreed to amend Article 48(f) by adding the following language:

"f(2) Hostler and Outside Hostler Helpers may be required, without additional pay, to perform any of the following duties:

- (1) set-up brake equipment & assemble diesel units as required.
- (2) couple and/or uncouple jumper cables, air hoses and appurtenances (but not steam hose) between diesel units.
- (3) checking out (but not repairing) brakes, sanders, headlights, bell, horn, radio or similar appurtenances.
- (4) supply units with signal flags, fuseses, paper towels, drinking cups, drinking water and oil.
(*Emphasis added*)
- (5) Moving diesel consists to and making coupling on head car of outbound trains, including cutting air to head car, pumping off brakes, and/or assisting in making brake test; or, reverse movement of cutting off from train and moving diesel consist to the shop area.
- (6) Transfer crew members on diesel unit or consist to or from the yard and on or off duty point."

This addition by no means eliminated all contention. Further efforts by the parties to properly define the duties of the hostler and hostler helper resulted in further amendment of pertinent language, which amendment was effective March 6, 1980 and reads as follows:

(f)(1) At points where hostlers and outside hostler helpers are provided, it will be their duty, assisted by other employees as the necessity of the service may require, to turn locomotives where necessary, supply fuel, water or sand on diesel-electric locomotives in addition to their other duties.

(2) Hostlers and Outside Hostler Helpers may be required, without additional pay, to perform any of the following duties:

- (1) take charge of all locomotives whether operative or inoperative.
- (2) set-up brake equipment & assemble diesel units as required.
- (3) couple and/or uncouple jumper cables, air hoses and appurtenances (but not steam hose) between diesel units.
- (4) checking out (but not repairing) brakes, sanders, headlights, bell, horn, radio or similar appurtenances.
- (5) supply units with signal flags, fuses, paper towels, drinking cups, drinking water, governor oil. (Emphasis added)
- (6) Moving diesel consists to and making coupling on head car of outbound trains, including cutting air to head car, pumping off brakes, and/or assisting in making brake test; or, reverse movement of cutting off from train and moving diesel consist to the shop area.
- (7) Transfer crew members on diesel unit or consist to or from the yard and on or off duty point.

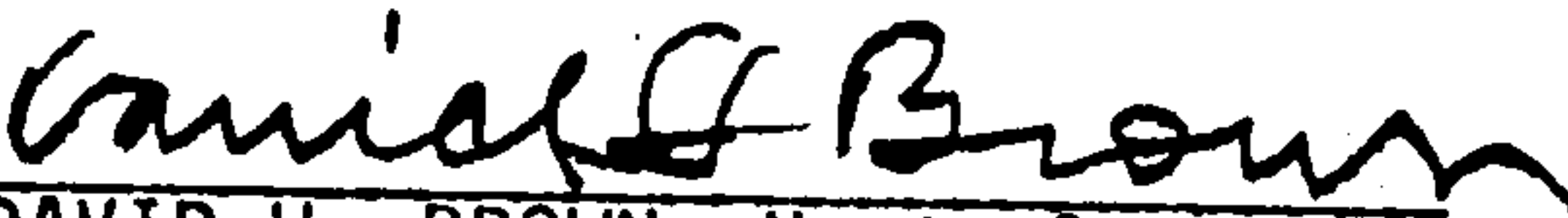
The significance of this language, insofar as this case is concerned, involves the substitution of "governor oil" for "and oil". The organization contends that the new language is more restrictive and, citing First Division Award 14321, argues that "the enumeration of one thing implies the exclusion of others". The carrier states "the supplying of lube oil to diesel units to Augusta has in the past been the responsibility of the hostler and helper" and maintains that it is significant that this is the first claim by


hostlers required to add lube oil to a diesel unit. Admittedly, hostlers and hostler helpers have in the past had responsibility for supplying lube oil to diesel units at Augusta; indeed, the agreement of 1976 plainly provided for such. As to the second point, we find no real significance in the fact that it was several months before the first claim was filed.

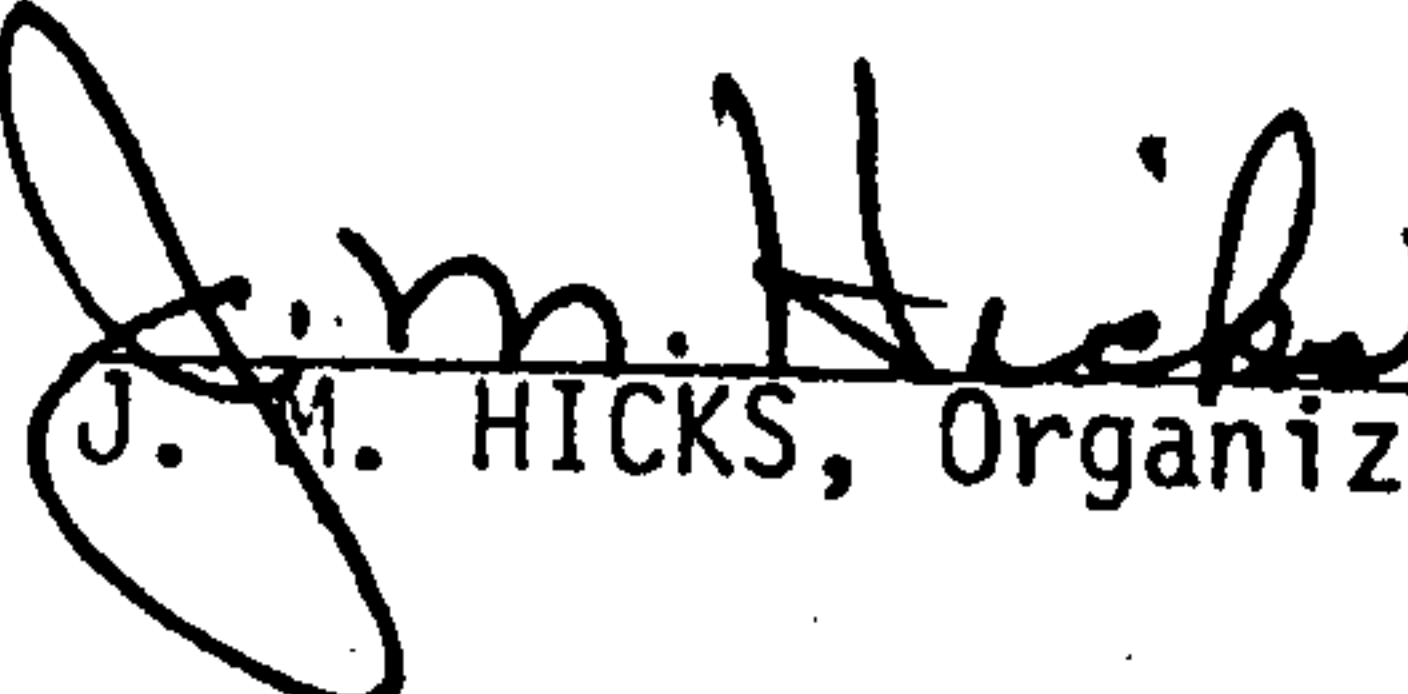
The position of the carrier herein is untenable. The organization argues that it was the clear intent of the parties, in adopting the 1980 amendment, to restrict the oil which might be added or applied to just what the language says: "governor oil". Indeed, any other interpretation of what the parties did would be unsound. We are constrained by the plain language of the applicable agreement.

However, adding lubricating oil to the crankcase of a diesel engine is certainly not a two-man job. This claim will be sustained to the extent of one hundred miles pay for whomever actually performed the task. In the absence of documentation establishing the identity of the individual doing the work it will be presumed that this simple task was assigned to the helper and such helper shall be entitled to the penalty.

AWARD: Claim sustained in conformity with the foregoing opinion. Carrier shall make this award effective within 30 days of the date hereof.


DAVID H. BROWN, Neutral Member


W. H. MORSE, JR., Carrier Member


J. M. HICKS, Organization Member

Jacksonville, Florida
October 26, 1983