

AWARD NO. 17  
Case No. 17

PUBLIC LAW BOARD NO. 3290

27325/610  
Case No. 21005

PARTIES ) UNITED TRANSPORTATION UNION (C&T)  
TO )  
DISPUTE ) THE BALTIMORE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM:

"Claim is being made for one day at the through freight rate of pay March 6th, 1967, Account Conductor J.W. McCormack, Flagman J.M. Pierce, and Brakeman J.G. Tucker being required to perform services enroute, which is confliction with the December 20th, 1943 Agreement between Brunswick, Md. and Philadelphia, Pa. Claim is also made for all subsequent dates that this crew and all other crews when required to perform this service set forth in the Employees Statement of Facts. Where claims are made and records kept, when these Inter-divisional Crews are so required to perform similar service. This Claim was declined by the Timekeeper on date of March 16th, 1967, Form 383-A NO. A-13169."  
(T27325/610, Case 21005)

FINDINGS:

The Board, after hearing upon the whole record and all the evidence, finds that the parties herein are Carrier and Employee respectively within the meaning of the Railway Labor Act, as amended; this Board has jurisdiction over the dispute involved herein; and, the parties were given due notice of hearing thereon.

Claimants, regularly assigned in interdivisional freight service operating between Brunswick, MD, and Philadelphia, PA were directed to pick up and/or set off cars at intermediate points, namely, Wilmington, DE, Leslie, MD, and Baltimore, MD.

It is the Organization's contention that the work required of Claimants was violative of Item 6 of a Memorandum of Understanding, effective December 20, 1943, governing the establishment of interdivisional pool freight service.

Item 6 of that Agreement reads as follows:

"6. Except for the handling of live stock, perishables, and cars containing war materials on which special movement is urged, eastbound interdivisional

pool crews will not be required to move from Brunswick, pick up and/or set off at points between Brunswick and Baltimore, cars destined to Baltimore or points west thereof, but may pick up between these points cars destined to points east of Baltimore. These crews may be required to set off at points east of Baltimore, but will not be required to pick up at Baltimore or points between Baltimore and East Side, Philadelphia. The same principle to govern on the westbound movement."

The Carrier maintains that what was done here by the Claimant crew was in line with past practice over many years and in keeping with Item 2 of the Memorandum of Agreement, a provision which specifically exempted from proscribed work restrictions for pool crews in interdivisional service certain enumerated assignments which would "continue to operate as at present."

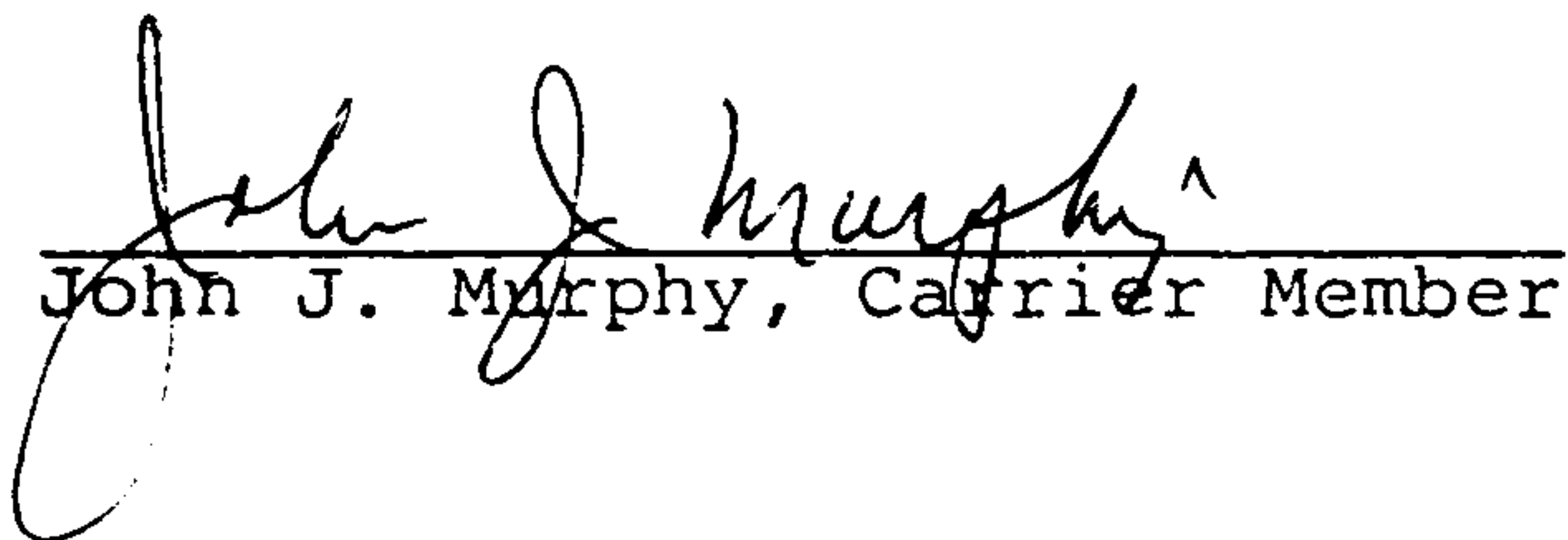
The position of the Carrier being conclusively supported by the record, and it being recognized, absent restrictions adopted by the parties for its pooled interdivisional service, that an interdivisional crew may make a pick up or set off cars at intermediate points of that road crew's assignment, there is nothing to warrant a holding that the claim be allowed as presented.

AWARD:

Claim denied.



Robert E. Peterson, Chairman  
and Neutral Member

  
John J. Murphy, Carrier Member  
H. Durward Masters, Organization  
Member

Baltimore, MD  
December 5, 1983