

SPECIAL BOARD OF ADJUSTMENT NO. 100

Parties: United Transportation Union
and
St. Louis Southwestern Railway Company

Statement of Claim: "Claim of Conductor S. M. Taylor, Brakemen R. D. Caldwell and C. E. Adams, a Commerce through freight crew, for 45" station switching."

Discussion: The Claimant crew was called for through freight service from Commerce to Texarkana. They went on duty at Commerce at 11:30 A.M. and performed terminal switching there until 12:40 P.M. and then departed. When the train arrived at MP 452, the crew unloaded a car of company gravel which the crew had picked up at Mt. Pleasant. The crew spent 45" to unload the Company gravel for which the crew claimed 45" as station switching, which the timekeeper denied.

Contract provisions cited by the parties are:

Article 19-2 - Conductor's Agreement

"19-2 Conductors in through or irregular freight service required to perform terminal switching or required to perform station switching at intermediate stations, will be paid local rates for the time consumed on a minute basis, independent of road trip.

Definitions:

Terminal Switching: Any switching performed at initial and/or final terminal
Station Switching: Any switching at intermediate stations except following:

- 2 -

Switching necessary to pick up and/or set out car or cars; spotting of perishable, merchandise and/or live stock that are set out of train; spotting of any car or cars set out of train where it is not necessary to make switch to do so."

After the Organization appealed the denial of the claim to the Manager of Personnel, he allowed the Claimant crew the entire trip at the work train rate in lieu of the through freight rate. The Organization, however, still maintained the Claimant Crew was entitled to 45" for station switching.

Organization's Position

The Organization stressed that it was not necessary for the Claimant Crew to unload the car of gravel in order to complete its trip from Commerce to Texarkana, and therefore, the crew should be allowed station switching time. The Organization also stressed that unloading company gravel was not listed as one of the exceptions to station switching as set forth in the "Definitions" of Conductor's Agreement Article 19-2.

The Organization also relies on a statement by the former Manager of Personnel, Mr. L. C. Albert, in a Carrier's Submission in Board Case No. 145 (1956) wherein he stated that when through freight road crews pick up and unload ballast at intermediate points they receive local freight rates for such work in accordance with the rules governing payment for station switching.

The Organization contended that the former Manager of Personnel concurred with its position that unloading of company gravel is station switching and should be paid as such.

- 3 -

Carrier's Position

The Carrier maintained the Claimant crew was properly compensated for the work in question when they were paid for the entire trip at work train rates. The Carrier stated its action was consistent with the provisions of Conductor's Agreement, Article 16-3 which holds that road conductors performing more than one class of service in a trip shall be paid for the entire trip at the highest rate applicable to any class of service performed. Since the Claimant crew performed work train service in addition to their regular through freight service, they were allowed the higher work train rate for the entire road trip. The Carrier stressed the Claimant crew did not pick up any cars at MP 452, nor did they set out any cars at this same location. They performed no moves other than unloading the gravel.

The Carrier asserted that to its knowledge this is the first time it has received a claim of this sort. The Carrier has received claims from through freight crews who unloaded company gravel and sought an additional 100 miles for performing work train service in addition to the through freight service, but such claims were denied on the basis of the one more than one class of service rule.

The Carrier cited awards on this property which it contends support its position.

Findings: The Board, upon the whole record and all the evidence, finds that the employees and Carrier are Employees and Carrier within the meaning of the Railway Labor Act; that the Board has jurisdiction over the dispute and that the parties to the dispute were given due notice of the hearing thereon.

- 4 -

The Board finds that Conductor's Agreement, Article 16-3 is most responsive to the instant claim. This Rule clearly provides that road conductors performing more than one class of road service shall be paid for the entire service at the highest rate applicable to any class of service performed. It is uncontested that both through freight and work train service are forms of road service, and since the Carrier compensated the Claimant Crew at the rate of work train service for the entire road trip, the Carrier complied with the contractual mandate of Conductor's Agreement, Article 16-3. Moreover, the Board finds that unloading a car of gravel is not switching a car in the traditional use or application of the concept of station switching. If a crew is engaged in work train service, it is difficult to conceive of them as engaged in any sort of station switching operation.

The Board finds the Organization's reliance on statements made by the Carrier in its Submission on Case No. 145 is misplaced. That case involved a road freight crew claim for an extra day for turning an engine. In its Submission the Carrier discussed the differences in the work performed between passenger and road freight crews. Purely by way of dicta, the Carrier stated road freight crews may be required to pick up and unload ballast. However, this was a comparison being made between a passenger and road freight work. It did not purport to deal with the more than one class of road service concept, and is not only dicta but also inapposite to the instant claim.

In summary, the Board finds that the Claimants were properly paid under the cognizant rules, and therefore the claim cannot be sustained.

Award: Claim denied.

Jacob Seidenberg
Jacob Seidenberg, Chairman and Neutral Member

M. L. Erwin
M. L. Erwin, Carrier Member

G. R. Perkins
G. R. Perkins, Employee Member

May 14, 1979