

Award No. 5  
Docket No. 6  
Case No. T-2901

PUBLIC LAW BOARD NO. 104

PARTIES  
UNITED TRANSPORTATION UNION  
TRAINMEN'S COMMITTEE

TO vs.

DISPUTE: THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
(Western Lines, Northern and Southern Divisions)

STATEMENT OF CLAIM: "Claim that Engine Foreman H. N. Painter be allowed one day's pay at foreman's rate, in addition to other time earned September 22, 1962, account performing two classes of service this date."

FINDINGS: This Public Law Board is duly constituted pursuant to the terms of an agreement entered into by the parties hereto dated October 2, 1967, and in compliance with Section 3 Second of the Railway Labor Act, as amended by Public Law 89-456. By terms of the Agreement dated October 2, 1967, and the Railway Labor Act as amended, this Board has jurisdiction over the dispute herein involved.

Claimant H. N. Painter on claim date was regularly assigned and worked as Helper on 11:30 P.M., September 21 to 7:30 A.M., September 22, 1962, yard engine at Brownwood, Texas, with Engine Foreman C. F. England and Helper C. J. Beene. At 2:23 A.M., September 22, 1962, Yardmaster J. W. Clark took Helper Painter with him in his automobile to the lower end of the old yard, to throw the switch on Track No. 2 to permit an extra passenger train, a football special, to head in on that track. After the switch was thrown, Yardman Painter was returned to his crew where he resumed his duties as Helper with this crew under instructions of Engine Foreman England. Parties are in dispute as to whether or not Claimant's yard crew continued to work while Claimant was at old yard assisting in yarding of passenger extra.

Petitioner contends that when Claimant threw switch to head football special passenger train in on Track No. 2 at lower end of old yard, under instructions of Yardmaster Clark, he was separated from his crew and required to perform the duties of a Herder or Pilot; that Herder or Pilot service is performed on this property by Engine Foremen working as such and when Yard Helper is required to perform the duties of an Engine Foreman he must be allowed an additional day's pay; that while Claimant was thus separated from his crew, the crew worked shorthanded, but even if crew was on the "spot" and not working, as contended by Carrier, that would not affect this claim; and that Claimant therefore performed two classes of service on this date and is entitled to minimum day at Engine Foreman rate in addition to pay received as Helper.

On the basis of Rules of Agreement and precedents in effect on this property we must find that on occasion complained of here, Claimant did perform duties which were properly the work of Engine Foremen. This claim must therefore be sustained.

AWARD: Claim sustained. Carrier shall pay such claim on or before September 25, 1969.

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by (signed) R. D. Jones  
R. D. Jones, Employee Member

by (signed) W. S. Kennedy  
W. S. Kennedy, Carrier Member

(signed) Byron R. Abernethy  
Byron R. Abernethy, Chairman

Amarillo, Texas  
August 25, 1969