



There is no dispute as to the payment of the local rate of pay for the entire tour of duty, but there is dispute as to the computation of time. The organization argues that the delays were a part of the local service, and therefore should be paid under Article 53(c). The carrier argues that only the time consumed in the local work should be paid under Article 53(c), which would commence when the engine was uncoupled from the train, and end when the engine was recoupled to the train. Article 53(c) reads:

"ARTICLE 53(c)

Trainmen called for, or assigned to perform one class of road service who are required to perform one or more other classes of road service during a trip or tour of duty will be paid extra compensation on the minute basis, at pro-rata rates, for all additional time required for the other class or classes of road service, in addition to and without deduction from their continuous trip pay. If such other service is performed at more than one point, the actual additional time so consumed at each point shall be computed separately and then totaled to determine the full amount of the extra compensation. Not less than a minimum of one (1) hour will be paid for each such additional class of service performed."

The claimants were in through freight service and performed service enroute, as per the schedule below. The asterick (+) marks time the organization alleges local service, and the mark (X) indicates carrier disagreement:

" Conductor's work report shows as follows:

<u>PLACE</u>	<u>FROM</u>	<u>TO</u>	<u>REMARKS</u>
Lang	7:15 P	7:45 P	30"Engs on & air test
+ Rockwood	9:05 P	9:40 P	35" Work & instruction from Dispr as per message
X Rockwood	9:40 P	10:30 P	50" Clearing Ex 808 Eng #116
Dearoad	11:20 P	1:40 A	140" Work & Brkm lunch
X Sibley	2:05 A	2:15 A	10" Clear Extra 48 North
X Trenton	2:25 A	2:30 A	05" Crossover to industrial track to do local work
++ Edison	2:40 A	3:20 A	40" work
+ McLouth	3:35 A	5:15 A	100" work
+ Rockwood	5:30 A	7:00 A	90" work
Lang	8:05 A	8:55 A	50" disposal "

The Rule requires extra compensation on a minute basis of all time required for the class or classes of road service. Here claimants were in through freight service. Additional time required to perform the local work is compensable. The organization has cited two First Division awards; 12310 which sustains a claim for time used in switching, including time required to clear the main line for other trains to pass, when it was necessary to use the main line to switch; and 13179 when all time at Kings' Mine was ruled compensable commenting: "As we view this case, the claimants, although ready, were denied the right to go forward on the road trip.

All work necessary for the local service, and not necessary for the through freight service would fall under 53(c).

The time in 12310 would be such time, while 13179 would not seem to fall within the rule. The carrier cites awards 4261 Special Board of Adjustment 18, 1271 SBA 140, 1527 SBA 235, which do not seem to be in point except as to language. Award 36 SBA 642 denied a claim when a road crew, having made a set out, was required to wait for the arrival of its pick up. Award 66 SBA 642 denied a claim for time as initial terminal switching, when the time was required waiting for orders and clearance from a foreign line. The SBA 642 awards are quite different. Award 66 concerned a delay having nothing to do with switching. Award 36 concerned a delay which would not have been necessary if the pick up were not to be made. I cannot agree with award 36. The delay was purely a part of the extra switching required.

Here the facts are not too clear, but it appears that the delay at Rockwood 9:40 P - 10:30 P, 50" for clearing Ex 808 Eng #116, and at Sibley 2:05 A - 2:15 A, 10" to clear Extra 48 North, were delays which were not a part of the extra service required, and would have been encountered if the extra service had not been required. The delay at Trenton 2:25 A - 2:30 A, 5" crossover to

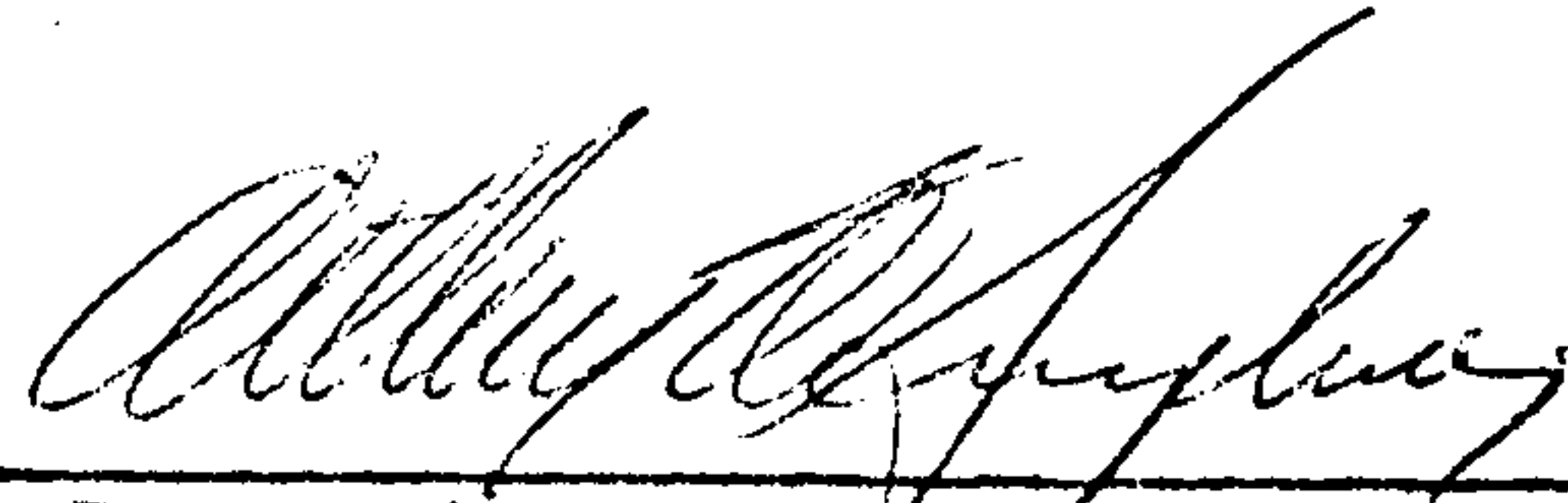
industrial track to do local work, was delay under Article 53(c) as had the local work not been required, the move would not have been necessary.

AWARD: CLAIM SUSTAINED FOR FIVE MINUTES, AS PER AWARD.

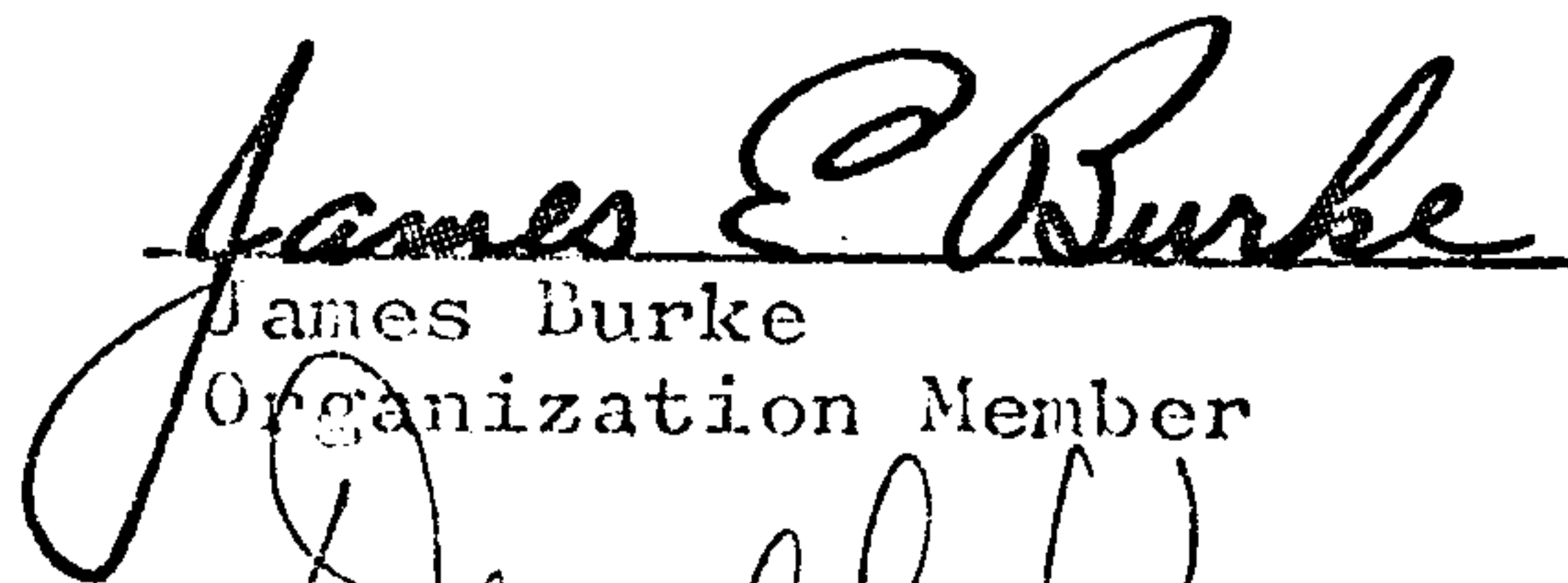
ORDER: This award is ordered effective forthwith, and carrier is directed to pay the claim within thirty days.

DATED:

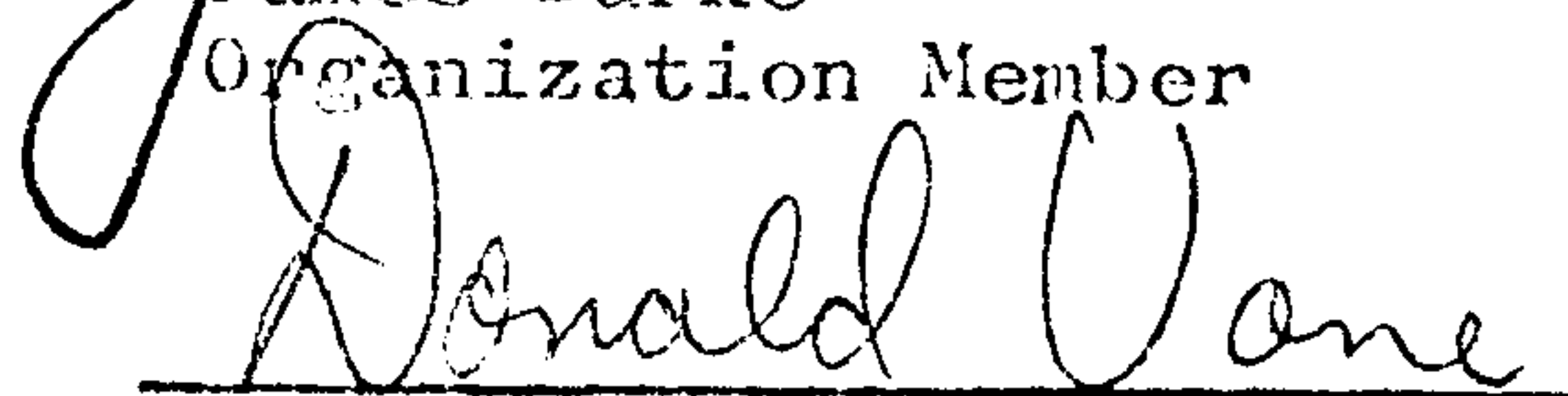
March 15, 1971



Judge Arthur W. Sempliner  
Chairman and Neutral



James Burke  
Organization Member



Donald Vane  
Carrier Member