

PUBLIC LAW BOARD NO. 948

Parties to
Dispute:

United Transportation Union (E)

vs.

Seaboard Coast Line Railroad Company

Claim:

"R. E. Coleman March 2, 1970, for one hour and thirty minutes pro rata rate for actual time engaged in roadway work train service while working a regular yard assignment in Baldwin Yard, Florida, March 2, 1970."

Opinion of
Board:

Claimant was regularly assigned to a Yard engine at Baldwin Yard when he and his crew were called to move a freight car through the yard tracks while laborers from a roadway section force under the direction of a section foreman picked up pulpwood, stumps and other debris from the ground between and around the yard tracks.

Article 41(c) of the BLE Schedule Agreement says:

"Yard Engineers engaged in routine yard service who are called on to perform incidental work train service during the course of their regular days' work will be paid, in addition to the yard rate for the entire time on duty, an arbitrary at the work train rate, with a minimum of one (1) hour, for the time engaged in work train service."

It is reasonable to assume that the care and cleaning of track areas, the responsibility for keeping them in safe condition, is work of the nature contemplated under the quoted article.

Award 20387, First Division, National Railroad Adjustment Board (Aber-nethy) holds that rerailling of cars, as described in that Award, properly is work of Yard crews. The action in that case is clearly distinguishable from the action of the crew in the case before us.

Findings
of Board:

That the Agreement was violated.

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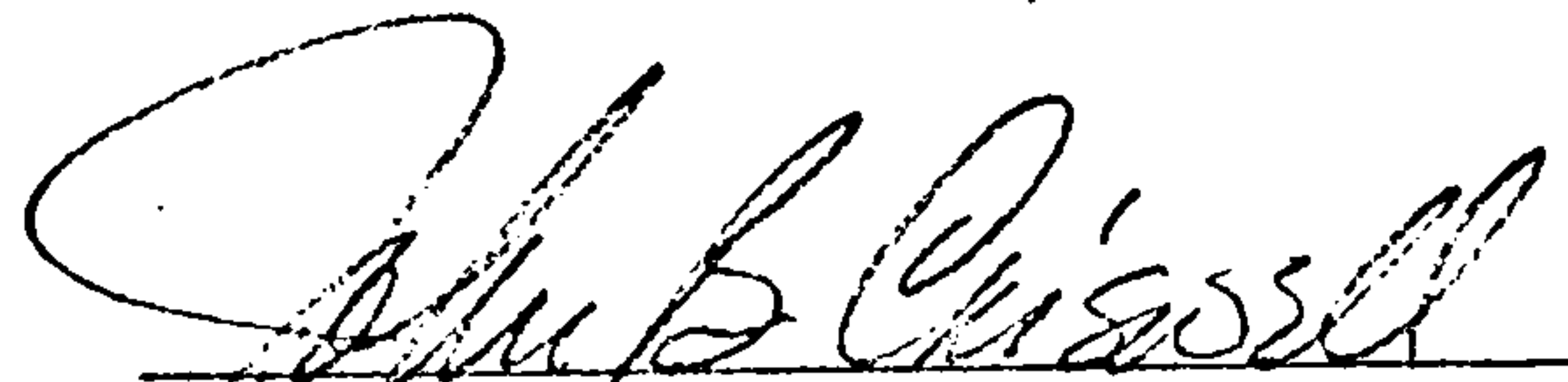
Case No. 23

Award No. 23


Award: Claim sustained.

Order: This claim will be complied with on or before the 15th day of July, 1973.


Signed at Jacksonville, Florida, this 15th day of June, 1973.



John B. Criswell, Neutral Member



D. C. Sheldon, Carrier Member



R. L. McCollum, Organization Member