

MAINE CENTRAL RAILROAD COMPANY
PORTLAND TERMINAL COMPANY

AND

UNITED TRANSPORTATION UNION (C-T)

::
:: PUBLIC LAW BOARD NO.
:: 990
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:: CASE NUMBER ELEVEN
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:: DATED: APRIL 18, 1973
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The undersigned Public Law Board No. 990, designated by the National Mediation Board, held a hearing on February 27, 1973 at the Carrier's Offices in Portland, Maine, at which time the following claim was presented.
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STATEMENT OF CLAIM

"Claim of Condr. S. E. Cloutier, Trainmen H. D. Greenwood and H. S. Chandler, train TY-X, dated February 8, 1972, for 100 miles for Conductor Cloutier and 37 1/2 miles for each Trainman account operating Plow 73 on train TY-X."

FINDINGS

Local Freight Train TY-X is regularly assigned Train # 337 between Beecher Falls and St. Johnsbury, Vermont, a distance of 87 miles. On February 8, 1972, the crew reported at Beecher Falls at 9:00 a.m., performed yard switching until 10:36 a.m., picked up a Snow Plow and Caboose, and plowed from Beecher Falls to No. Stratford, Vermont, some 22 miles. At that point, the plow was left and the train proceeded to St. Johnsbury, doing regularly assigned local work en route.

Conductor Cloutier submitted a claim for 100 miles in his own behalf, and, on the grounds that the Trainmen were also used in local service, and used a plow ahead, he also claimed 37 1/2 miles for each of the Trainmen in his crew.

Employees contend that the claimants were in local train service the entire trip; that they did local freight switching and plow service; and, that they are entitled to the extra compensation claimed. It contends that identical claims had been

paid in the past, citing SBA # 560, Award # 15; that the absence of cars in the train's consist, did not remove the assignment from Local Freight Train Service; that they were not relieved of local work en route; and that a Plow Conductor was not assigned to the train. It objects to the Carrier's refusal to comply with negotiated rules; and cites the exception to Trainmen's Article 29, Section (d) in support of its claim.

The Carrier contends that claimants only handled the plow between Beecher Falls and No. Stratford after they had performed the Beecher Falls station switching; that while handling the plow, they were relieved of all local work and had no revenue cars with them; that the plow was dropped at No. Stratford; and that under such circumstances, Article 29, Section (d) does not provide for payments as claimed. It argues that the facts in this case are distinguishable from those in SBA # 560, Award # 15, where revenue cars were carried in addition to the plow; and that since the More Than One Class of Service Rule permits snow plow service performed under such circumstances, payment, as here, at the highest rate for service performed that day, i. e., at local freight rates, was proper. The Carrier further cites PLB # 105, Denial Award # 42 in support of its position.

We believe this case is distinguishable from that rendered by Referee Seidenberg in Award No. 15, SBA No. 560, since in that case, although Trainmen, as here, "handled" the plow, they were not relieved of all local work while en route. Seidenberg reasoned that the parties anticipated relief from performance of normal duties when a snow plow was handled. He concluded that the Trainmen's

"contractual rights were violated when they were not relieved from all local work en route while they were required to handle a snow plow attached to their regularly assigned revenue freight train."

In the instant case, however, the trainmen were "relieved from all local work en route" when they operated only the plow, engine, and caboose, with no other cars. Even though, at times, they might have operated without cars and without snow plow as a regular local freight car, there is no evidence that continuation in their regular operations status precluded attaching a snow plow as long as they were relieved of local work.

The employees suggest that since this crew did switching; and were en route to their regular freight handling when the plowing was interposed, they must be viewed as having been on special plow work. Article 29, we find, clearly contemplated plowing being done by those on regular runs, providing that it didn't impose additional burdens of car supervision as well, on the crews. The crew was relieved of local work en route as contemplated by Article 29, but still their train remained a regular freight train under the same provision, which contemplates such trains doing snow plow work.

We find that Article 29 of the Trainmen's Agreement specifically permits the handling of such a plow as part of their regular operations after doing switching, and without penalty payment provided that the train is relieved of all local work en route. That we believe is the intent of Section (d); and that is what we believe occurred in this case.


Article 29 in both the Trainmen's and Conductors Agreements is entitled, Work Train Service, and we must conclude from the placement of reference to snow plows thereunder, that snow plow work done under such circumstances constituted Work Train Service, and that, pursuant to Question and Answer # 7 to Article 3, Section (i), of both Agreements, such work is properly compensable under the One Class of Service Rule.

We recognize the Employees' claim that the "exception" in the Trainmen's Agreement requires payment of three hours for operation of wing plows in service on freight trains, but, as we read the exception, it was agreed to as a reduction in penalty payment, without specifying its application to situations when cars are, or are not, included in a train. We must therefore, absent clear intent to the contrary, conclude that the reduced penalty is appropriate to the same fact situation as prevailed prior to its inclusion in the parties' Agreement.

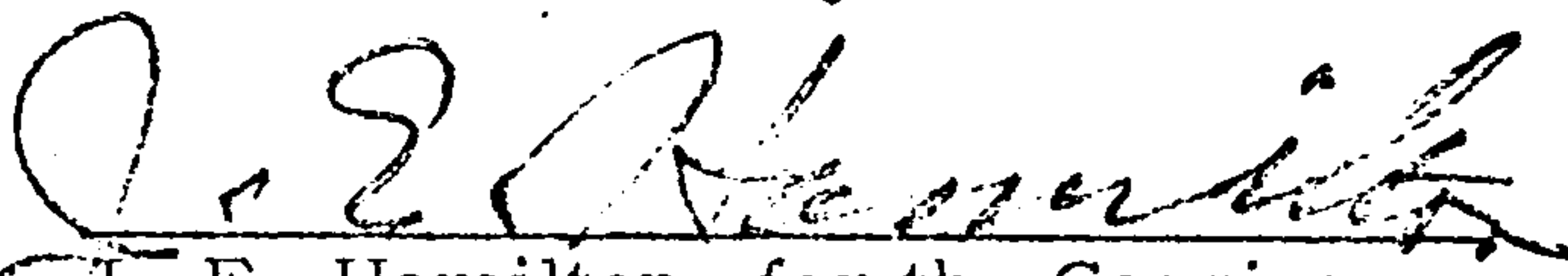
Thus, we must hold, from the placement and wording of the exception, that it does not apply to a situation where no penalty payment would have been appropriate under prior conditions, i. e., when, as here, the Trainmen were relieved of all local work en route.

AWARD

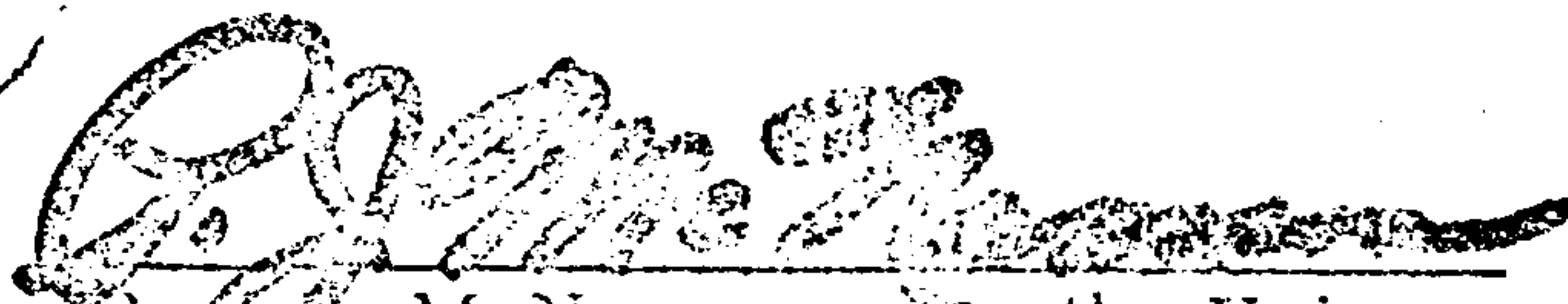
The claims are denied.



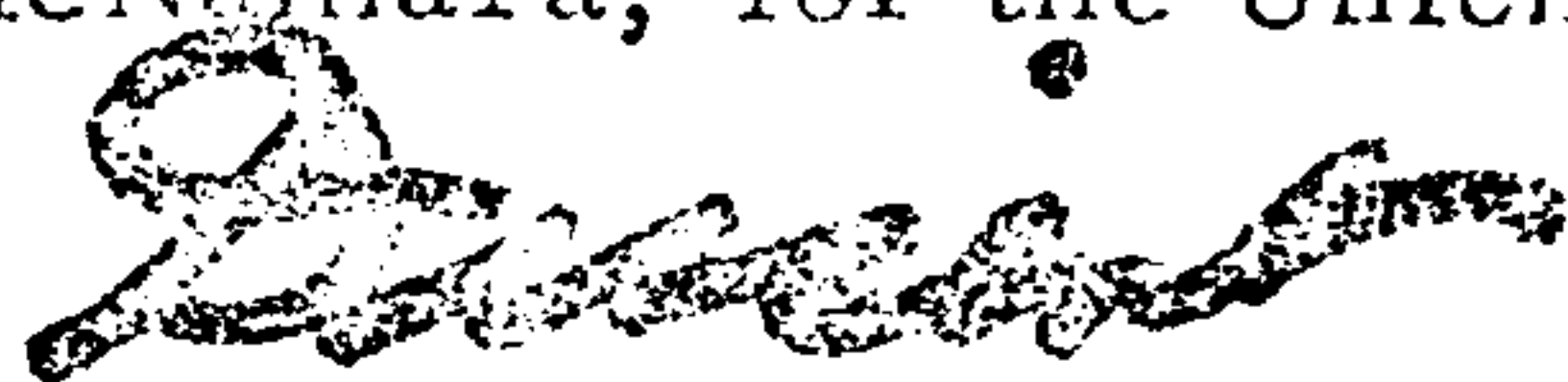
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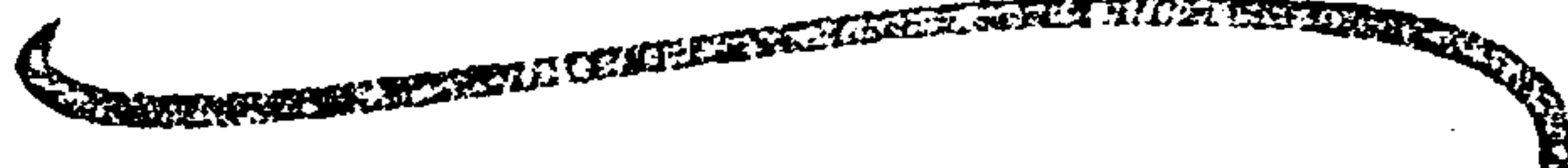


J. E. Hamilton, for the Carrier



Paul J. McNamara, for the Union





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