

PUBLIC LAW BOARD NO. 299

AWARD NO. 1
Case 742-255

PARTIES TO DISPUTE:

Western Maryland Railway Company
And
United Transportation Union, (E)

STATEMENT OF CLAIM:

1. Claim of Engineer M. O. Lynn and Fireman R. K. Day time ticket No. 23 dated November 22, 1967 for one day in wreck train service.
2. Claim of Engineer M. O. Lynn and Fireman R. K. Day time ticket No. 24 dated November 22, 1967 for one day and five hours and fifteen minutes overtime, yard rates of pay.

FINDINGS:

The Board, upon the whole record and all the evidence, finds that:

The Carrier and the Employee or Employees involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as amended. The Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due notice of hearing thereon.

The claimants were called on the claim date for wreck train at 7:00 A.M. After starting on their road trip, but before departing from the yard, Port Covington, the boom of a crane in the train struck an overhead bridge damaging the crane. The claimants were then instructed to place the wreck train equipment on a yard track and to take their caboose and engine to Lehigh for road switching service. Lehigh is eight miles from Port Covington. The claimants were paid continuous time. The claim is premised on the contention that the crew performed both wreck and traveling switcher service and rely on Rule 14 of the current agreement. This rule provides, in part, that, "Enginemen in work or wreck train service will not be required to handle revenue cars other than those in the consist of a train which requires the wreck train service."

In the instant case the claimants did not handle revenue cars when engaged in wreck train services. Therefore Rule 14 is not applicable.

The real question is whether or not they were continuously in a road service; or whether there were two trips or tours of duty. There is no evidence that they were relieved of duty when the wreck equipment was placed on a yard track. But, on the other hand, they were sent on an entirely unrelated tour of duty.

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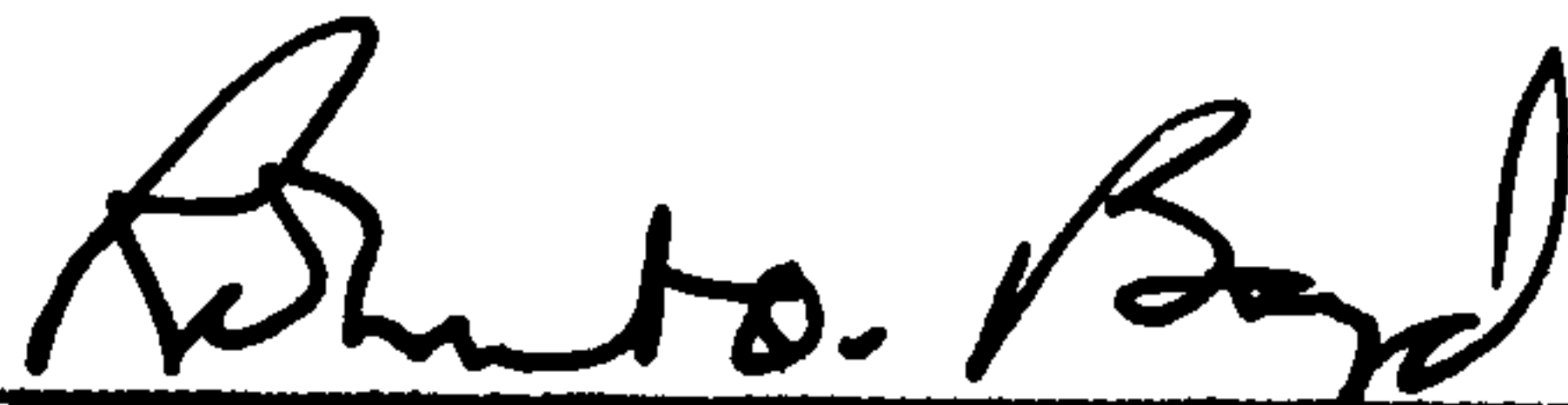
Rule 8 provides, in part, "Engineers performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate" etc.

The wreck train service for which claimants were called and in which they performed a section of time is wholly unrelated to the road switcher service which they later performed.

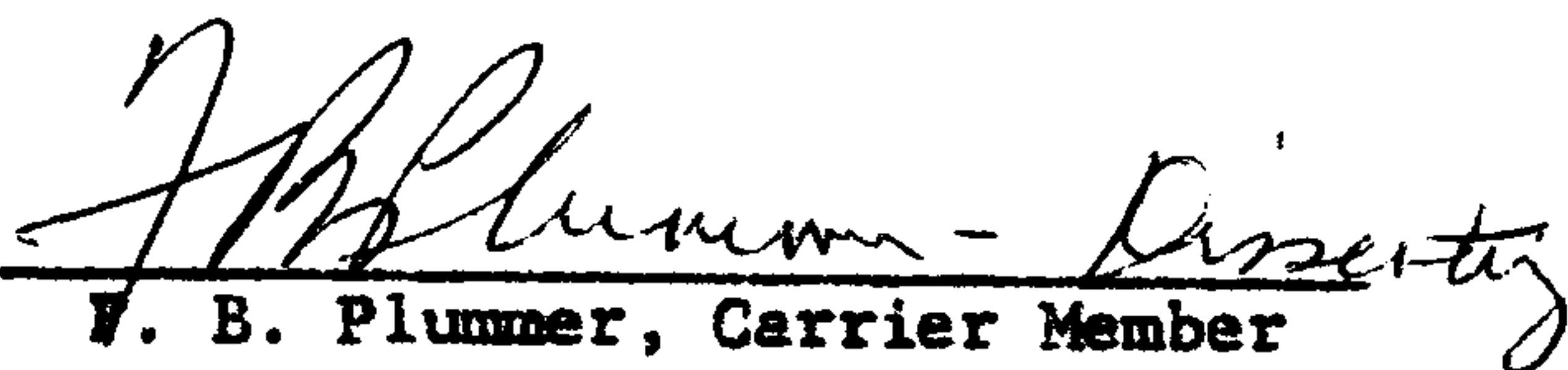
Under the particular facts and circumstances of this case we find that the claimants did perform two trips or tours of duty and, therefore, Rule 8 is not applicable. Having performed two separate tours of duty the basic day rule applies. They should be paid accordingly, less what has been paid.

AWARD:

Claim disposed of per Findings.



Robert O. Boyd, Chairman



F. B. Plummer, Carrier Member



W. M. Watson, Employee Member

Baltimore, Maryland
October 10, 1969