

PUBLIC LAW BOARD NO. 2193

Award No. 12

Case No. E-272-RR  
Docket No. 12

Parties Brotherhood of Locomotive Engineers  
to and  
Dispute Consolidated Rail Corporation

Statement of Claim Claim of Engineer J. L. Barcellona #864396 for one yard day July 15, 1977, assisting RL-2 into Rutherford Yard. RL-2 with 62 cars hung up at Ford, Engineer J. L. Barcellona with Engine 2312 ordered by West End Yardmaster to assist RL-2 into yard.

Findings The Board, after hearing upon the whole record and all evidence, finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated May 25, 1978, that it has jurisdiction of the parties and the subject matter, and that the parties were given due notice of the hearing held.

On July 15, 1977, Claimant reported at Rutherford, Pa. at 7:45 A.M. and was assigned to operate a local freight service from Rutherford, Pa. to Rossmoyne, Pa. and return. His assignment was designated Road Drill LR-3.

While returning to Rutherford Yard in completion of his tour of duty Claimant Engineer was required to assist

stalled road freight Train RL-2 from Ford, a point within Rutherford Switching limits, into the yard at Rutherford.

Claimant, on July 15, 1977, presented the instant claim.

The Claim was denied and was thereafter handled in the usual manner up to and including the Senior Director - Labor Relations, the highest officer of the Carrier designated to handle such disputes on the property. The Carrier defended such denial on the basis of the preview of Rule 10: MORE THAN ONE CLASS OF ROAD SERVICE (effective February 1, 1953)-Arbitration Award No. 168, which, in pertinent part, reads:

"RULE 10 - Road employees (engineers) employed in any class of road service may be required to perform two or more classes of road service in a day or trip subject to the following terms and conditions:

A. Payment:

1. Except as qualified by A-2 below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.

\* \* \*

B. This rule applies to:

1. Unassigned and/or assigned road service.

2. Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.

3. Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

C. This rule does not involve the combining of road with yard service nor modify or set aside:

1. Lap-back or side trip rules except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.

2. Conversion rules.

3. Terminal switching and/or special terminal allowance rules."

The Employees contend that Schedule Rule 13 and Supplemental Agreement No. 4 support the claim. Specifically that:

"...the territory of regular assigned road drills will be specifically defined in the advertisements."

and:

"The limits as specified in the advertisement shall include that territory within which this normal service is performed..."

"...normal service means service performed at a point at least once every two weeks."

Carrier avers that Rule 5 (a) established a ratio of pay for "helper" service and that "helper" service is regarded on this property as a class of road service. It cites a System Board Decision denying a claim of a road crew for a yard days pay because the Claimant road engine crew, while enroute on its road trip, coupled to another road train, M-10, to set over a shop car and thereafter assisted train M-10 over Mount Union Hill. All of such service had been performed within the switching limits of Mount Union. Said claim was never progressed thereafter. Carrier's Manager of Labor Relations stated in Docket E-635:


"All service performed...was helper service. It is our position that the awarded 'More Than One Class of Road Service' rule is not limited in its application so as to exclude road service performed within the switching limits of a terminal.


The Claimant merely performed a combination of two classes of road service, through freight and helper service..."

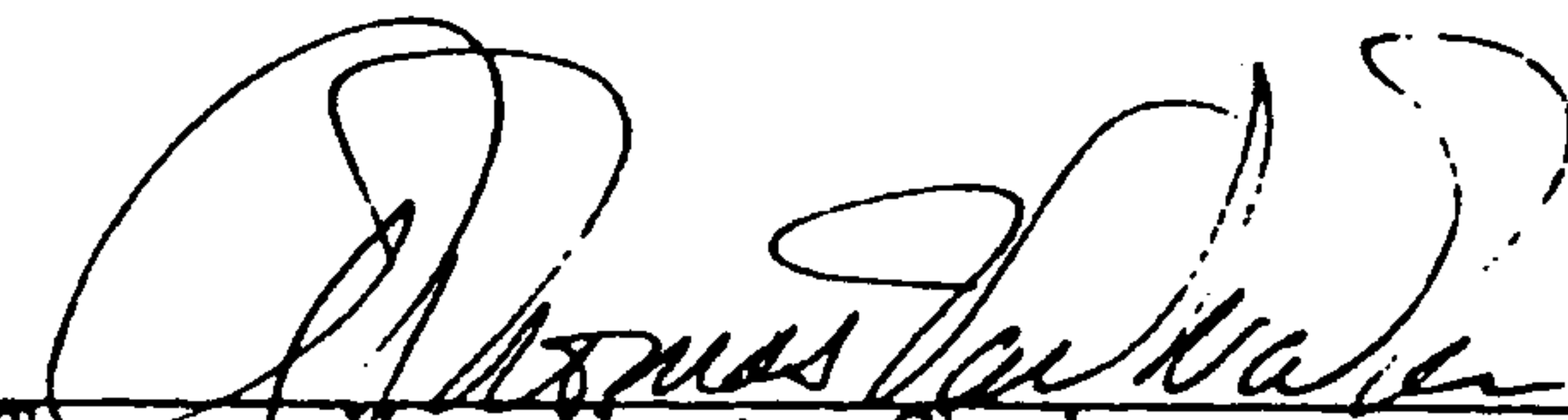
The Board finds that the Rules advanced by the Employees do support the instant claim. This claim will be sustained.

Award Claim sustained.

Order Carrier is directed to make this Award effective within thirty (30) days of date of issuance shown below.

  
J. P. Carberry, Employee Member

  
N. M. Berner, Carrier Member

  
A. Thomas Van Wart, Chairman  
and Neutral Member