

PUBLIC LAW BOARD NO. 2049

Joseph Lazar, Referee

AWARD NO. 184

CASE NO. 184

T-7043

PARTIES) UNITED TRANSPORTATION UNION
)
 TO) VS
)
 DISPUTE) BURLINGTON NORTHERN RAILROAD CO. (Former FWD)

STATEMENT
OF CLAIM:

Claim is being made for two (2) hours thirty (30) Min. Local Rate of pay, in addition to all other earnings for listed crews, account of being required to perform more than one class of Road Service.

UTU-LC-3281 Cond. C. T. Cates, Brkm. R. D. Hardin & J. R. Schneider. T/S No. 2, dated 6-13-83.

FINDINGS:

The Board, after hearing upon the whole record and all the 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 Memorandum of Agreement dated February 2, 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 June 13, 1983, date of claim, claimants were in assigned road switcher service between Chillicothe and Childress, Texas, with their home terminal being Quanah. Between 3:15 p.m. and 5:45 p.m., this assignment unloaded ballast between Acme and Quanah, Texas, in addition to their regular duties. Claimants were paid for the entire service at the Road Switch-Basic Day rate (for Conductor, highest/lowest: \$101.48/99.21, for Brakemen, \$96.62/94.56), which was the highest rate applicable to any class of service performed.

The agreement upon which the employees rely is Appendix H of the applicable agreement entitled More Than One Class of Road Service Rule - National Agreement December 3, 1952 (Carrier's Exhibit No. 9).

Section 1 of this Agreement reads:

"1. More Than One Class of Service Rule:
Road employees (engineers, firemen and helpers, conductors and trainmen) 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. ***
2. Road employees (engineers, firemen and helpers, conductors and trainmen) in through freight and passenger service only (underscoring added) shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service.


The rate paid both for the regular trip and for the additional time shall be the highest rate applicable to any class of service performed during the entire day or trip." ***

The language of A-2 is plainly explicit: it applies to "through freight and passenger service only". Claimants in the instant case were not engaged in through freight service or in passenger service. They were in assigned road switcher service. A-2 does not apply to them. See, in this connection, companion Award No. 183 which involves a claim by a local freight crew, on this Carrier and between the same parties, giving a restrictive construction to the language "through and passenger service only." The instant claim must be denied.

A W A R D

1. The Carrier is not in violation of the Agreement.
2. The claim is denied.


JOSEPH LAZAR, CHAIRMAN AND NEUTRAL MEMBER


J. A. ALFORD, EMPLOYEE MEMBER


DAVID W. KENT, CARRIER MEMBER

DATED: October 14, 1986