

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION**

Award No. 26376
Docket No. 45569
06-1-01-1-U-2695

The First Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Locomotive Engineers
(Union Pacific Railroad Company (former Chicago and
(North Western Railway)

STATEMENT OF CLAIM:

“Claim of Engineer P. R. Wilcox, Union Pacific Railroad (former CNW), for 8 hours in addition to all other earnings when, on November 6, 2000, the claimant was required to perform work not in connection with his assignment on Train ZLAAP-03 by turning his locomotive consist at the final terminal Global I Yard and place the locomotives for outbound train ZAPLA-07.

This claim is supported by Arbitration Board No. 458 (1986) Article VIII, Section 3 and Award No. 24856 of the First Division, NRAB.”

FINDINGS:

The First Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

On November 6, 2000, the Claimant was operating a through freight (Train ZLAAP-03) in road service eastbound from Clinton, Iowa to Global I Yard in Chicago. Upon arrival at Global I and yarding his train, the Claimant was instructed to turn his consist on the Wye track at the west end of the yard and return the engines to a yard track for Train ZAPLA-07. This claim followed asserting that the instruction to turn the consist on the Wye track was not in connection with the Claimant's assignment.

Article VIII, Section 3(b) of the 1986 Agreement provides:

Section 3 - Incidental Work

"Road and yard employees in engine service and qualified ground service employees may perform the following items of work in connection with their own assignments without additional compensation."

* * *

(b) Move, turn, spot and fuel locomotives

* * *

By requiring the Claimant to wye his consist, the Carrier only required the Claimant to "... turn ... locomotives" under Article VIII, Section 3(b), which can be done "without additional compensation", provided that it was "work in connection with their own assignments".

All the Claimant did in this case is turn and spot his consist at the end of his assignment. As the Carrier argues, prior to wyeing the consist, the Claimant never relinquished control or took any action to make up a train for a subsequent crew — the Claimant merely turned the consist at the Wye track. Given that under the Agreement language the Carrier can require the Claimant to "turn" his consist without additional compensation, without more, no violation can be found. See Public Law Board No. 6305, Award 10 quoting Public Law Board No. 4975, Award 68 ("... turning or 'wyeing' of their own locomotive by a road crew at the final terminal before tying up was 'work in connection with their own train', even though the locomotive they turned before tying it up was not the locomotive they used for their next tour of duty.").

First Division Award 24856 relied upon by the Organization does not change the result. The facts in that case are clearly distinguishable from this matter. In First Division Award 24856, upon arrival at their final terminal the employees were required to remove the locomotive consist, proceed to another location, add or subtract locomotives from the consist, return to the train, attach the consist for the outbound train, perform an air test and place outbound power on a train at the initial terminal and then take another train on their assigned road trips. As found in that award, such activities "... were not in connection with their own assignments ..." thereby requiring sustaining of the claims. The work assignments in that award were certainly more than merely wyeing a consist which occurred in this case.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of First Division**

Dated at Chicago, Illinois, this 14th day of November 2006.