

PUBLIC LAW BOARD NO. 6296

Case No. 18
Award No. 18

Parties to dispute:

**United Transportation Union
And
CSX Transportation, Inc.
(former Chesapeake & Ohio Railroad Co.)**

Statement of Claim:

Claims of the Conductors listed on Attachment "A" for one yard day additional, each date shown, account Utility employee instructed to work with a Hostler at Wyoming Yard, Grand Rapids, Michigan.

Opinion of Board:

The Claimants in this dispute were required to work as utility persons with a single hostler throughout Wyoming Yard, Grand Rapids, Michigan. The Organization contends that the second hostler position was supplanted by the Claimant utility persons in violation of the 1993 Crew Consist question and answer:

"Q-4: Are utility assignments intended to supplant or substitute for yard assignments?"

A-4: No"

In accordance with Public Law Board 6049, Award 7 and Public Law Board 6226, Award 8, I agree.


Findings:


That the Agreement was violated.

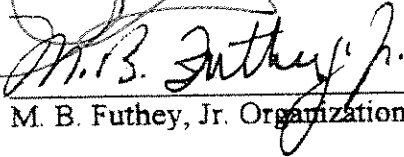
Award:

Claim sustained

Dated this 26 day of April, 2005.


John B Criswell, Neutral Member


~~E. J. Wexel, Carrier Member~~ Dissent
FJ Doyle Attached

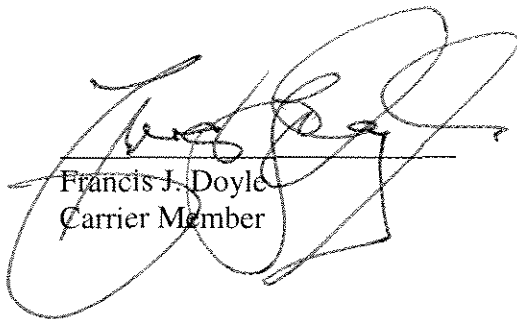

M. B. Futhey, Jr. Organization Member

**CARRIER'S DISSENT
TO
AWARD 18
PUBLIC LAW BOARD NO. 6296**

In the handling of this case on the property, the Organization did not produce any evidence to affirm its position that the utility employee supplanted or substituted for a yard assignment. It is incumbent upon the petitioner to produce sufficient evidence to support the version of the facts upon which it relies.

The case on the property started from the Organization's position that 1) a hostler was not a yard or road assignment in accordance with Article 13 of the Crew Consist Agreement dated June 9, 1993 and that a utility position could not assist a hostler; and 2) notwithstanding this, that the Carrier violated Q&A-4 of Article 13 because of the amount of time the utility employee spent with the hostler. The Board correctly rejected the Organization's first argument and held that a hostler assignment was a type of yard assignment under Article 13, Section (4). The Board incorrectly, given the scanty evidence, found that the Claimant's were required to work as utility persons with a single hostler throughout Wyoming Yard, Grand Rapids, Michigan. The Organization's burden of proof that a utility person worked with a single hostler throughout his entire tour of duty was nothing more than a mere allegation.

Therefore, in conclusion the Carrier concurs with the Board's findings that a hostler is a type of yard assignment under Article 13, Section (4) but strongly dissents to the Board's finding that the amount of work performed by the utility person in connection with the hostler assignment resulted in the substitution of a hostler position.



Francis J. Doyle
Carrier Member