

PUBLIC LAW BOARD NO. 1975

PARTIES TO DISPUTE:

United Transportation Union - T

Consolidated Rail Corporation

STATEMENT OF CLAIM:

Claim of former Erie Lackawanna, New York Terminal Yardmen for a day's pay at Brakeman rate on various dates in March and April 1977. Claimants were available and not used, firemen assigned to Patterson-Dundee Switch Engine to handle switches from service track to main track in the vicinity of CQ Croxton Yard.

FINDINGS:

Upon the whole record, after hearing, the Board finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted under Public Law 89-456 and has jurisdiction of the parties and the subject matter.

There is no dispute with respect to the facts. On the dates of the claim Carrier operated a switching locomotive from Secaucus, New Jersey diesel shop to Dundee Yard (approximately 9.3 miles) or from Secaucus to Patterson, New Jersey (12.5 miles). The locomotive was manned by an Engineer and a Fireman and operated over the main line to Dundee. On the claim dates, the Switchtenders' position had been abolished at this location and the Firemen of the locomotive crew lined the switches for the movement in question.

Carrier introduced evidence that since 1927 it had been the practice on numerous occasions for the Patterson-Dundee Yard Engine Crew to throw its own switches to move the engine into another roundhouse or diesel terminal and that no claims were presented by Yard Brakemen during those years up to the time that the Switchtender jobs were abolished. Carrier further argues that it is well settled that throwing switches is not exclusively confined to a particular craft. Carrier also points out that since November 1974 when the Car Dropper and Switchtender jobs were abolished and on weekends when no Switchtender was on duty and until 8:00 A.M., Monday, it was the practice for the engine crews to throw their own switches when departing the Yard at 7:30 A.M.

We note that in Award 17874 of the First Division, it was held:

"This Division has, through a long line of Awards, held that the discontinuance of Switch Tenders and requiring Road and Yard Crews to handle switches in connection with their own movements, does not give rise to valid claims." See also Public Law Board 103, Award No. 17 and others.

It is also noted that a number of Awards of various Public Law Boards have held that Carrier may abolish Switchtenders' positions and require Road Crews and Yard Crews to handle switches in connection with their own movements. (See PLB #111, Award No. 4, as well as PLB #181, Award No. 17, among others).

It must be concluded that the throwing of switches is common to more than one craft and the fact that a member of the Fireman's craft threw the switches in the dispute herein does not validate the claim for Yard Brakemen. We note that the engine crew was paid an arbitrary allowance for the time consumed in handling the light engine each way between Secaucus and Dundee. Since there is no rule support for the claim herein, in accordance with the reasoning above, the claim must be denied.

AWARD:

Claim denied.

/s/ I. M. Lieberman
I. M. Lieberman,
Neutral Member-Chairman

/s/ R. C. Rose
R. C. Rose, Carrier Member

/s/ Griff Davis, Dissent
Griff Davis, Employee Member

Cleveland, Ohio
September 22, 1978