

PUBLIC LAW BOARD 3584

United Transportation Union :
vs. : Award No. 16
Consolidated Rail Corporation : Docket No. 16
: CR-T-315

STATEMENT OF CLAIM

(System Docket No. CRT-315) Central Region: Pittsburgh Division - Case No. PT-10362 - Claim of Conductor S. A. Fabin, Brakemen C. D. Murphy and R. A. Dorn for three days on October 21, 1984.

OPINION OF THE BOARD

On October 21, 1981, Claimants were ordered in interseniority through freight service train UBH-23 from Shire Oaks (Monongahela Division) to Conway (Eastern Division). Upon arrival at Beck, a point on the Monongahela Division, Claimants were required to cut away from their train and couple to train UOX33A, engine 2003, and assist the train from Beck to Esplen, from 9:10 p.m. to 10:00 p.m. Esplen is a point on the Panhandle Division. They then cut away from the train and returned to Beck, arriving at Beck at 10:45 p.m. They recoupled to their train and departed Beck at 11:00 p.m. and then proceeded to Conway marking off at 4:45 a.m.

Beck is a point within the South Pittsburgh Terminal switching limits and Esplen is a point in Scully Yard switching limits. They are contiguous yards where yard crews are employed.

Claimants were allowed 11 hours 45 minutes time on duty plus one hour 35 minutes lapback Beck to Esplen.

The Organization argues that Claimants are entitled to three days pay; first day for interdivisional service from Shire Oaks to Beck; second day for Beck to Esplen at the POSD rate, a divisional service; and third day for Beck to Conway, a return to interdistrict service. According to the Organization, claims are payable under Rules Nos. 4 and 24.

The Carrier argues that Claimants merely performed a combination of through

freight and helper service to which the provisions of Rule 23, paragraph (a), the "More Than One Class Of Road Service" rule is applicable.

The Organization alleges that current working rules prohibit a crew operating in interdivisional through freight service from being required to render helper service, allegedly an intraseniority service.

The Organization asserts that former Rule 3-C-1 established this point. However, the award cited by the Organization in support of its view (Award No. 115-E of Special Board of Adjustment No. 589) does not cite Rule 3-C-1 nor has the Organization produced any other persuasive evidence in support of its position. We will deny the claim.

Findings

The Board, upon consideration of the entire record and all of the evidence finds:

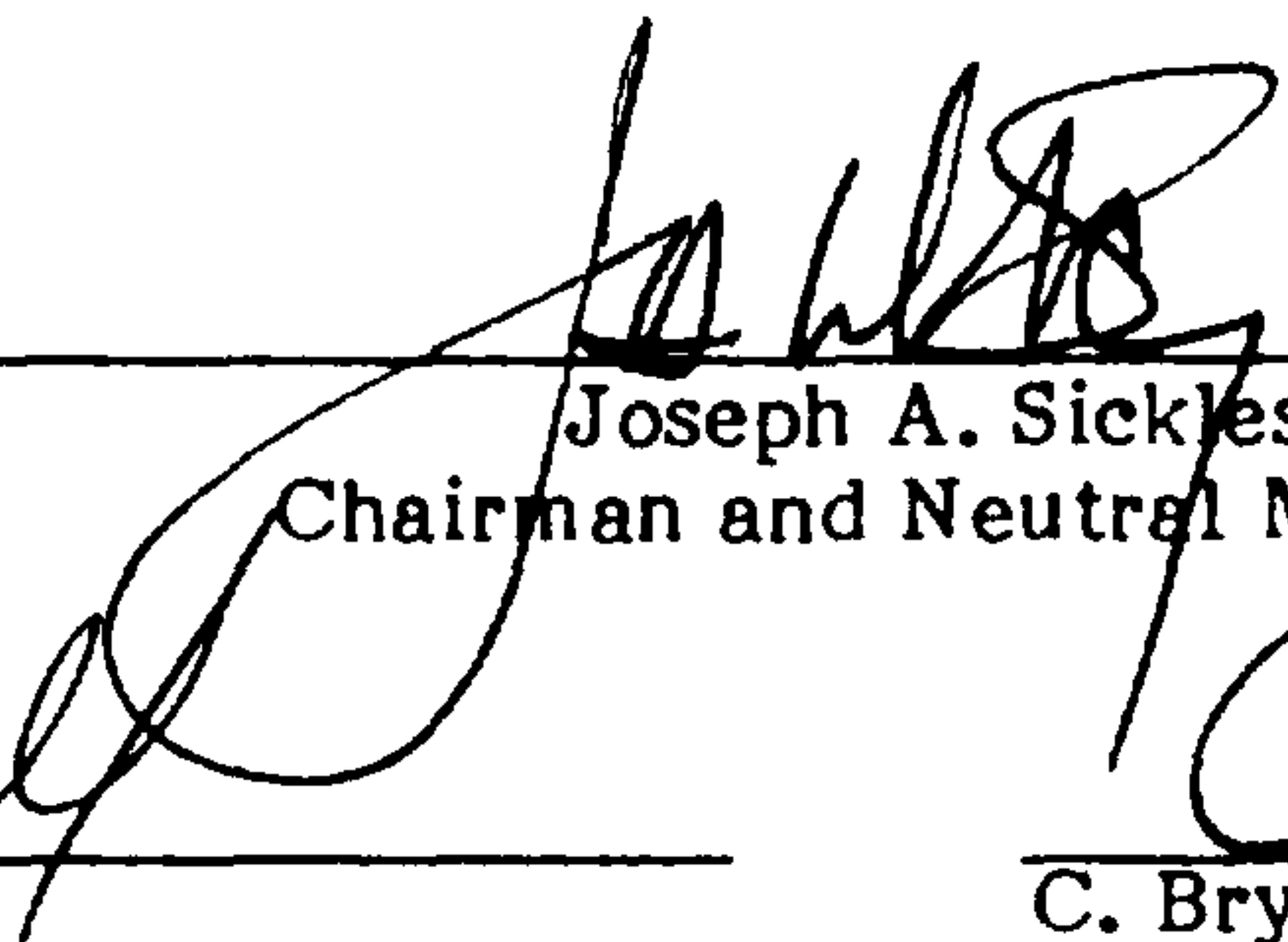
The parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended.

This Board has jurisdiction over the dispute involved herein.


The parties to said dispute were given due and proper notice of hearing thereon.

AWARD


Claim denied.



Joseph A. Sickles
Chairman and Neutral Member



Robert J. O'Neill
Carrier Member



C. Bryant
Organization Member

6/24/86

Date