

NATIONAL MEDIATION BOARD
PUBLIC LAW BOARD NO. 3510

UNITED TRANSPORTATION UNION

and

CHESAPEAKE AND OHIO RAILROAD COMPANY

AWARD NO. 24
DOCKET NO. 26
Case No. NG-21185

STATEMENT OF CLAIM

Claim of Yard Conductor O. H. Goodin for one (1) additional day at yard rate account being separated from his crew, working two (2) yard assignments, May 15, 1974, Russell, Kentucky.

FINDINGS

Claimant is a Conductor and was assigned with his crew on the "Shop Job" to perform general yard switching. For approximately 30 minutes, he was directed to leave his assignment to pilot a self-propelled crane from the Paint Shop to the Scale Track, all within the Russell Yard. He then returned to work with his crew. This same procedure was followed in the afternoon, when the Claimant was assigned to pilot the crane back to the Paint Shop. While the Claimant was assigned as pilot, his crew was idle and performed no service.

The Organization argues that the Claimant is entitled to a day's pay "account of working two assignments during one tour of duty". The rules cited by the Organization, however, do not directly require such payment. Rule 19, SELF-PROPELLED MACHINES, specifies the need to use a yard conductor in certain instances. Rule 20, PILOTS AND OUTSIDE DUTIES, relates to rate of pay for "Yardmen used as pilots". Rules 5 and 7 refer to hours of work for crew members. The Organization cites some previous awards as well as on-property settlements which sanction additional payment when employees are placed on a second assignment under certain conditions.

The Carrier argues, first, that use of the Conductor on the particular move of the crane was not required by rule, so that no extra payment is due. The Conductor was, however, directed to complete the assignment, so this point is not controlling.

More convincing to the Board is the long list of previous awards cited by the Carrier. These support the view that an employee can be assigned temporarily to like work during the course of his fixed hours where other crew members with whom he works are standing by (that is, they are not carrying out an assignment which would otherwise

include the affected employee). Nor do these cited cases concern, for example, combination yard and road work or other similar conditions against which rule restrictions might apply. One of the most recent of such denial awards supporting the Carrier's action is First Division Award No. 20537, where a yard crew member assisted a yarding a train while other crew members were idle. See also First Division Award Nos. 1313, 3592, 3885, 5470, 8201, 8589, 9157, 10940, 11678, 13180, 17185, 17368, 17983, 19141, 19609, and 19745.

Absent specific rule direction to the contrary, there is no basis for the Board to ignore this long line of awards of closely similar situations.

A W A R D

Claim denied.



HERBERT L. MARX, JR., Neutral Member



H.A. COBB, Employee Member



A.D. METZ, Carrier Member

New York, N.Y.

DATED: 6/27/85