

PUBLIC LAW BOARD NO. 2836

AWARD NO. 11

NORFOLK & WESTERN RAILWAY COMPANY

VS.

UNITED TRANSPORTATION UNION

STATEMENT OF CLAIM: Claims of Moberly Conductor J. S. Mihlfeld, Brakeman D. W. Adams and L. W. VanZant, claiming one hundred (100) miles, in addition to other allowances, account required to bleed air from cars not switched, on Time Report No. 5, dated January 8, 1981.

FINDINGS: On January 8, 1981 claimants were regularly assigned and performed service on assignment MO4C, a turnaround switch local with home terminal at Claycomo, Missouri. This assignment, along with four other turnaround switch locals, was bulletined to work in the territory between North Kansas City and Wakenda on the Kansas City District, turning at convenient points and doing work as required with home terminal at Claycomo. Claycomo is an intermediate point on the Kansas City District, located approximately seven (7) miles east of North Kansas City, and approximately sixty-three (63) miles west of Wakenda.

Yard crews were not on the date in question, nor have they ever been, employed at Claycomo. The yard at Claycomo was built as a support yard for the Ford Motor Company assembly plant located there, and it is serviced by road crews; that is, switch locals such as MO4C with home terminal at Claycomo, and also, on occasion by road crews in pool freight service.

There are carmen employed at Claycomo but they are not assigned the duties of making air hose connections, air tests, or bleeding air, as their responsibility and assigned function is at Claycomo, and at other Ford plants which are serviced by road crews of this Carrier, to service the equipment used by Ford Motor Company and see that it is properly maintained, including the making of spot repairs when necessary.

At the beginning of its shift on the claim date the crew was instructed to go to Birmingham to pick up TC-3, set out seventeen cars, return to west No. 9 track at Claycomo with the remainder and bleed such remaining cars in order that they might be later switched by another crew.

No specific awards were cited in the original presentation of the claim. The committee now presents, in support of the instant claim, Award No. 130 of Public Law Board No. 1302 authored by Referee W. M. Edgett. The committee contends that since such award found that the "Ford jobs were identical to yard jobs and as such should be governed by many of the rules applicable to yard crews", this road assignment should for all purposes be treated as yard work. We are not persuaded by this argument. Moreover, Award No. 81 of Public Law Board No. 508 (Preston J. Moore, Neutral) must be considered as authority for the proposition that no rule on this property precludes road crews such as the claimants from bleeding air on cars handled by them to facilitate later switching by another crew.

There is no agreement support for this claim.

AWARD: Claim denied.

David H. Brown
DAVID H. BROWN, Neutral Member

W. E. Goggin
W. E. GOGGIN, Carrier Member

C. E. Wible
C. E. WIBLE, Organization Member

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