

PUBLIC LAW BOARD NO. 1324

PARTIES) THE CHESAPEAKE AND OHIO RAILWAY COMPANY
 TO)
 DISPUTE) UNITED TRANSPORTATION UNION (C&T)

STATEMENT OF CLAIM: Claim of Conductor N. D. Radcliff-72368, Brake-
 man E. G. Shriner-47156 and R. E. Potts-73139, for one day at yard
 rate additional, account required to perform terminal yard switching
 duties, by shoving another train within switching limits, November
 3, 1972, Columbus, Ohio.

FINDINGS: This Public Law Board No. 1324 finds that the parties
 herein are Carrier and Employee within the meaning of the Railway
 Labor Act, as amended, and that this Board has jurisdiction.

In this dispute the claimant crew was in charge of Extra 7458 West.
 At about 11:30 a.m. the claimant crew was at Whittier Street enroute
 on their trip and were instructed by the trainmaster to cut their
 motive power off their train and assist Extra 7465 West by shoving
 them to the block at Big 4 Tower. This service occurred within the
 switching limits at Columbus.

The issue before this Board is whether or not the Carrier may re-
 quire road crews to perform yard service within switching limits
 where yard crews are on duty continuously.

The Carrier contends first that the claimants performed two diff-
 erent classes of road service. The Carrier also contends that the
 claimant crew was in through freight service and was used in helper
 service during the course of their trip from Parsons to Walbridge.
 The Carrier further contends that Article 7 of the Agreement is
 applicable and relies upon that portion which states:

"Pushing another train in same direction does not re-
 quire to add mileage but will be paid for performing
 more than one class of road service at the highest
 rate applicable to any class of service performed."

The Carrier further contends that Article 7 expressly provides that
 road crews in through freight service on the Hocking Division can
 assist (push another train in the same direction) without penalty.
 The Carrier relies upon Articles 7 of the Conductors' and Trainmen's
 Agreements which read:

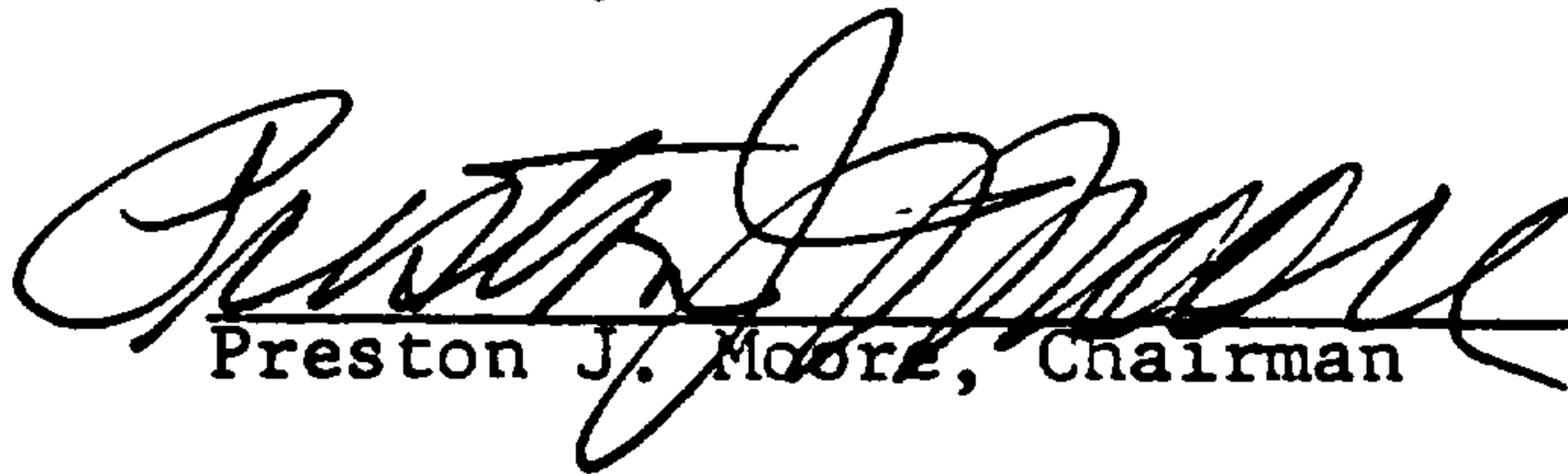
". . . it is the practice in through freight service on
 the Hocking Division not to add mileage for . . pushing
 another train in same direction . . but payment made on
 the basis of specified or agreed to miles."

The Carrier further contends that there is no basis for yard rate of pay.

It is the opinion of the Board after careful consideration that all of the allegations of the Carrier refer to road service. If the movement herein had taken place outside of the switching limits, we would agree entirely with the Carrier. However, it appears to the Board that the claimants were required to perform yard service, and on that basis the claim is valid.

AWARD: Claim sustained.

ORDER: The Carrier is directed to comply with this award within thirty days from the date of this award.


Preston J. Moore, Chairman


Organization Member *T. E.*


Carrier Member