

PUBLIC LAW BOARD NO. 1900

PARTIES TO DISPUTE: United Transportation Union (C&T)  
vs  
Missouri Pacific Railroad Company

STATEMENT OF CLAIM:

Claim of Conductor Roy Stone and crew for 100 miles March 9, 1972 account assisting disabled train No. 165 from MP 77 to MP 79, Pole 10.

STATEMENT OF FACTS:

Claimants were assigned to pooled through freight service between Palestine and Houston, Texas. Palestine is the home terminal and Houston the away-from-home terminal.

On March 9, 1972 this crew was called at Palestine to handle Train No. 169, Palestine to Houston. Upon arrival at Milepost 77 at 3:00 a.m., they were stopped account southbound train No. 165 had stalled on the main track due to excess tonnage.

Upon the instructions of Dispatcher J. A. Shelton, Conductor Stone and crew were required to cut off their engines and couple to Train 165 and shove Train 165 from Milepost 77 to Milepost 79, Pole 10, a distance of two miles and ten poles. This work was completed at 3:15 a.m.

Inasmuch as the Claimants were working in through freight service and were instructed to assist Train 165 from Milepost 77 to Milepost 79, Pole 10, claim was made for payment of an additional 100 miles, as provided for in a Memorandum of Agreement dated February 21, 1952.

The claim was denied by Carrier on the basis that the service performed by the Claimants was permissible under the provisions of the "More Than One Class of Service" rules set forth in the Cheney Award of September 1, 1951, and the Guthrie Award of May 23, 1952.

This case has been handled on the property in the usual and customary manner and by mutual agreement is submitted to this Board for adjudication.

POSITION OF EMPLOYEES:

The basic dispute in this docket involves the proper payment to be made to Trainmen in pooled freight service instructed to assist disabled trains more than two miles within the limits of their assignment.

STATEMENT OF FACTS:

The Board has studied and considered the entire record in this case and takes particular note of a letter dated February 21, 1952, from T. Short, Chief Personnel Officer of the Carrier at that time to the certain General Chairmen of the respective organizations, as follows:

"February 21, 1952  
A-S BRT 11-46  
UTU File IGN-R-54-61

"Mr. W. George, General Chairman BLD  
Mr. J. P. Cockrell, General Chairman BLF&E  
Mr. H. Ferguson, General Chairman ORC  
Mr. R. P. Stevens, General Chairman BofRT

"You will recall our discussions in conference, first on February 9th and again on February 11th, 1952, the question of method of payment to I-GN freight crews when required to assist disabled trains within station limits, between stations and from station to station.

"It has been pretty generally understood that when a freight train is required to assist a disabled train within station limits the recognized and accepted method of payment has been at the local rate for the entire trip, based on Article 8 in the agreement with the ORC and Bof RT, Article 9 in the agreement with the BLE and Article 10 in the agreement with the BLF&E.

"When a freight train has been required to assist a disabled train from station to station the recognized and accepted method of payment has been for an additional 100 miles less the time or mileage consumed or run in performing the assistance.

"There has been a lack of uniform understanding with respect to the method of payment when a freight train assists a disabled train between stations and because of this lack of uniformity and understanding we realize the necessity for establishing some definite yardstick which would serve as a guide for the employees and the carrier with respect to the method of claiming and payment in connection therewith. To meet this situation it was agreed that under such circumstances if a train coupled to a disabled train within two (2) miles from a station or the middle of a blind siding and helped the disabled train to the station or blind siding the proper allowance would be the local freight rate of pay.

If the distance was more than two (2) miles from the station or the middle of a blind siding an additional one hundred (100) miles less the time consumed or miles run would constitute the proper payment. The distance would be computed from the point of coupling to the disabled train.

"All of the foregoing must be understood to be without prejudice to the position of either party in connection with the applicability or non-applicability of any of the provisions of the Decision and Award of Referee Geo. Cheney, dated August 1, 1951, and effective September 1, 1951.

"If the foregoing represents your understanding and is acceptable to you please affix your signatures in the spaces provided hereon and the claims listed in this conference will be disposed of on the basis above set forth.

/s/ T. Short, Chief Personnel Officer

"Accepted by Organizations."

FINDINGS:

Based entirely upon Mr. Short's letter as above set forth and without further reference into the facts or law of this case, the Board is of the opinion and finds the claims of Conductor Roy Stone and crew set out above are thereby supported.

AWARD:

Claims sustained. Carrier shall make this award valid within thirty days.

Leverett Edwards  
Leverett Edwards, Neutral Member & Chairman

E. A. Thompson, Jr.  
For the Organization

A. B. [Signature]  
For the Carrier

Houston, Texas

Dated: April 9, 1951