PARTIES TO DISPUTE:

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

LOUISIANA AND ARKANSAS RAILWAY COMPANY

STATEMENT OF CLAIM: "One day's pay at yard rate, for Engineer A. C. King and Fireman A. C. Shields, account having been required to pull their train into the LR&N yard, holding onto 34 cars and shoving them into L&A yard to track No. 4, coupled into a cut of cars in track No. 4 and shoved back, then held onto 10 cars, doubled to No. 2 track, coupled into other cars in No. 2 track and shoved into the clear. (Time slip No. 26 of June 25, 1954.)"

EMPLOYEES' STATEMENT OF FACTS: Engineer King and Fireman Shields are assigned regularly between Shreveport, Louisiana and Greenville, Texas, in pool service. (Distance 173 miles.)

The Louisiana & Arkansas Railway Company and Louisiana Railway & Navigation Company are one and the same Railroad, having consolidated many years ago. The yards are still referred to LR&N or L&A as in the past. The two yards are also separate and apart from each other.

On June 25, 1954, Engineer King and Fireman Shields arrived Shreveport on Extra 57, consisting of Units 52-A, 78-B and 56-D, pulled down LR&N main line which would hold the entire train, Yardmaster Vaughn took charge of the operation and instructed the freight crew to hold onto 34 cars and shove them over into L&A yard track No. 4. Yardmaster Vaughn having previously told his yard crew to clear track No. 4, thought the track was clear until he had the crew of Extra 57 shove back into it and finding six cars occupying the track.

With the Yardmaster giving the signals, Engineer King was directed to couple into these six cars and shove as far as they could and leave clearance at both ends of track No. 4. Yardmaster Vaughn then cut behind ten head cars and pulled out of No. 4 track, then shoved the ten cars into No. 2 track, coupling into some more cars and shoving to clear.
All during this operation, there were two yard crews waiting to start work on this train.

Yard crews are on duty in these two yards around the clock. Road crews do not perform switching where there are yard crews on duty, and the foregoing stated operation by Yardmaster Vaughn was not proper.

**POSITION OF EMPLOYEES:** There is an agreement between the Brotherhood of Locomotive Engineers and the Louisiana & Arkansas Railway Company regarding freight crews:

**ARTICLE 8**

**BASIC DAY AND OVERTIME**

(a) In all classes of service covered by Article 6, one hundred miles or less, eight hours or less (straight-away or turn-around) shall constitute a day's work; miles in excess of miles required for a minimum day will be paid for at the mileage rates provided, according to class of engine or other power used."

It is the position of the Committee that, upon arriving Shreveport and pulling train into yard where it cleared, constituted the completion of the trip for Engineer King and Fireman Shields and their duties had ended, other than taking their engine to the designated track at the Roundhouse. They were not assigned to yard service and their claim should be sustained which we so request.

The foregoing facts have been made known to the Carrier's Highest Officer both in writing and in conference.

**CARRIER'S STATEMENT OF FACTS:** A print is attached, marked Exhibit "A", of Carrier's train yard at Shreveport, Louisiana. The terms "LR&N and L&A" are used to designate portions of the yard account tracks having same numbers in these two sections of the yard. It is all one yard.

A. C. King was engineer on a through freight train identified as No. 55's connection, which came into Shreveport over Carrier's Texas District. This train consisted of 85 cars. It came down the LR&N side of the yard, leaving 51 cars, double to track 4 on the L&A side, filling same to capacity, then placed the balance (10 cars) on track 2. Engineer King claimed this was switching for which he should receive an additional day's pay, and Carrier denied those contentions and the claim.

**POSITION OF CARRIER:** As will be seen from the attached print, Carrier's yard consists chiefly of short tracks. Inbound trains, therefore, usually are doubled to an additional track in chambering same, and sometimes when the yard is congested a third track must be used.

This claim overlooks the physical characteristics of the yard, and as will be set forth below is based on misconception and error.

Employees, in their submission, state:
"Engineer King and Fireman Shields are assigned regularly between Shreveport, Louisiana and Greenville, Texas, in pool service. (Distance 173 miles.)"

Firemen on Carrier's Texas District are represented by the Brotherhood of Locomotive Firemen and Enginemen; that organization's interpretation is not a matter of record herein, and it may not be placed in the record at this late date; that organization has not filed a claim for Fireman Shields; and therefore the claim made for Fireman Shields should be dismissed.

Employes also stated:

"The Louisiana & Arkansas Railway Company and Louisiana Railway & Navigation Company are one and the same Railroad, having consolidated many years ago. The yards are still referred to LR&N or L&A as in the past. The two yards are also separate and apart from each other."

All of the yard tracks shown on the print are operated as one yard. The tracks are still identified as LR&N 2, etc., or L&A 2, etc., but they are considered and operated as one yard under the jurisdiction of a single yardmaster. Employes' effort to divorce the tracks into two yards simply is not consonant with the facts.

Employes also state:

"On June 25, 1954, Engineer King and Fireman Shields arrived Shreveport on Extra 57, consisting of Units 52-A, 78-B and 56-D, pulled down LR&N main line which would hold the entire train."

Employes apparently have their "main lines" mixed up. When the claim was being handled on the property their contention was that the main track on the L&A side of the yard would have held the train had they been permitted to come down it; now they say that the main track on the LR&N side would have held the train. The train came into the yard on the main track on the LR&N side of the yard, and that track did not chamber the train; that is why there was a double. Employes' contention does not jibe with the facts.

Employes stated:

"Yardmaster Vaughn took charge of the operation and instructed the freight crew to hold onto 34 cars and shove them over into L&A yard track No. 4. Yardmaster Vaughn having previously told his yard crew to clear track No. 4, thought the track was clear until he had the crew of Extra 57 shove back into it and finding six cars occupying the track.

"With the Yardmaster giving the signals, Engineer King was directed to couple into these six cars and shove as far as they could and leave clearance at both ends of track No. 4. Yardmaster Vaughn then cut behind ten head cars and pulled out of No. 4 track, then shoved the ten cars into No. 2 track, coupling into some more cars and shoving to clear."

Employes' statement is not correct. The contents of the following statement by Yardmaster Vaughn was disclosed to Employes in conference; and it was referred to in correspondence:
“Shreveport, La.
“July 6, 1954

“Mr. R. J. Blair, Sup’t.
“Mr. S. T. Scott, T. T. M.

“With reference to Engineer A. C. King’s claim as to doubling his train off the LRN old main line onto the L&A side of the yard on the morning of June 25th, 1954.

“No. 17 arrived at 6:50 A. M. with 72 cars No. 55’s connections called in from Jewella about 6:10 A. M. and was told to wait for No. 56’s connections to arrive there and then to come down the old LRN main line. This extra had 85 cars 53 of these being south cars for No. 55’s connections south. I had sent the lead job down L&A No. 4 to drag this track to carry over to the LRN side as it was blocked out and belong on that side. After they had pulled out of the track and No. 55’s connections had started his double over into the track it was discovered that the lead job had left about 6 cars on the lower end of this track down under the viaduct. Eng. King stated that he coupled into both tracks and shoved back. He went into track No. 4 with a double over of 34 cars and did not couple into any cars in track No. 4 as I was riding the rear end of this cut into the track and the cars that was left in No. 4 was just in the clear on the lower end I flagged down before coupling into these cars. I walked back and cut in the clear and doubled into L&A No. 2 with 10 cars there was only one coupling made in the entire double over and that was when he coupled up to track No. 2 and there was only 4 cars in this track and all together on this end. Eng. King stated the L&A main line was clear it was clear but No. 18 was started in the runaround and switch eng. was coming around them with a car of feed for Hope, Ark, which was mixed up in the south cars out of Greenville, Tex. This car had to move on No. 18 if necessary to hold for it. If this extra had double down the main line it would have delayed getting No. 18 back out of the yard.

“Yours truly

(Signed) H. S. Vaughn
“Yardmaster”

Employees have consistently refused to accept Yardmaster Vaughn’s statement that the 6 cars standing on Track 4 were not coupled into and shoved. Yardmaster Vaughn was the only employe at that end of the movement and certainly knew what was going on, and the six cars were not touched.

There were 4 cars standing on track 2 which were coupled into and shoved so that the 10 cars being doubled would clear.

Employees stated:

“All during this operation, there were two yard crews waiting to start work on this train.”

That is not a correct statement. Both switch engines were occupied in work; but it mattered not whether they were occupied because Engineer King was not requested to perform any work other than that which the Carrier was privileged to require of him as a part of his road trip.
Employes also stated:

"Yard crews are on duty in these two yards around the clock. Road crews do not perform switching where there are yard crews on duty, and the foregoing stated operation by Yardmaster Vaughn was not proper."

Again Employes have erroneously referred to the tracks in question as "two yards".

Requiring a road crew to make a double in chambering a train is not switching on this property. This Board has also held to that effect on other properties. See Awards 13114, 6105, 11913, 14039, 14780, 15012, 15378, 15974.

Employes cite Article 8, the Engineers' basic day rule. The basic day rule is not capable of being violated. It is at best an ad-measurement of pay to be applied in the event some other rule has been violated. Since Employes have cited no other rule as having been violated, it must be concluded, from Employes own argument, that no schedule violation occurred, and that the claims should be denied.

This claim is tantamount to a request for a new rule; and this Board has held on numerous occasions that it has no power to supply a rule where none exists.

Employes also stated:

"It is the position of the Committee that, upon arriving Shreveport and pulling train into yard where it cleared, constituted the completion of the trip for Engineer King and Fireman Shields and their duties had ended, other than taking their engine to the designated track at the Roundhouse. They were not assigned to yard service and their claim should be sustained which we so request."

That statement is wrong in several particulars. In the first place the train was not "cleared" when it pulled into the yard. A double had to be made. Additionally, Engineer King's trip was not completed until he had his train chambered, which was upon completion of the doubling. Additionally, Carrier has not contended that Engineer King was assigned to yard work. Quite to the contrary, Carrier's contention has been that the work complained of was a part of his road work for which he was under pay.

Our position has been set forth, and all data contained herein have been made known, to representatives of Employes, in conference and correspondence, and correspondence in this matter is attached hereto as Exhibits "1" to "7", inclusive.

Fireman Shield's claim should be dismissed; and if not dismissed, denied. Engineer King's claim should be denied. The Board is earnestly requested to so hold.

Carrier desires to reserve the right to file answer of record to anything in the Employes' submission which has not been handled by correspondence or in conference with the Management, or to make record answer to any statement contained in the Employes' submission which does not, in the Carrier's opinion, correctly represent the facts in the case.
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(Exhibits not reproduced.)

FINDINGS: The First Division of the National Railroad Adjustment Board, upon the whole record and all the evidence, finds that the parties herein are carrier and employe within the meaning of the Railway Labor Act, as amended, and that this Division has jurisdiction.

Hearing was waived.

The facts of record are in conflict to the extent that they cannot be reconciled. Therefore, the claim will be dismissed.

AWARD: Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of FIRST DIVISION

ATTEST: J. M. MacLeod
Executive Secretary

Dated at Chicago, Illinois, this 12th day of November 1959.