

SPECIAL BOARD OF ADJUSTMENT NO. 180

**Award No. 1137
Case No. 1732**

PARTIES TO DISPUTE:

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and

SOUTHERN PACIFIC TRANSPORTATION COMPANY

STATEMENT OF CLAIM:

Claim of Engineer R. Murray on December 14, 1980; Engineer J. Torrington on November 29, 1980, and Engineer J.F. Cook on February 6, 1981, for two additional hours each date account setting out and picking up diesel units.

FINDINGS

On the dates of claim, Claimants were operating coal trains between Lordsburg and the Cochise power plant. The coal train's engine consisted of three lead units and three remote units located within the train consist and operated by radio control. On each claim date, the coal was dumped, and the remote units were detached from the train. The train was then backed around the balloon track and the remote units were coupled behind the lead units for conventional operation back to the terminal.

Claims were filed as stated above. The claims were denied at all levels of appeal on the property, and the Organization then submitted the matter to this Special Board of Adjustment for resolution.

The issue to be decided in this dispute is whether Claimants are entitled to compensation for detaching and then recoupling the remote power units of the coal train on the dates of claim.

The claims are based on Article 20, Section 3 of the Agreement, which reads as follows:

An engineer required to pick up diesel units which are to be operated in multiple unit control or set out units which have been operated in multiple unit control and who is required to couple or uncouple all appurtanances necessary for multiple control operation will be allowed 60 minutes at the straight-time rate prevailing for the entire trip for each pick-up or set-out in addition to and without deduction from other allowances made for the day or trip.

The Organization contends that the detachment of the remote units from the train constitutes a set-out, and that the subsequent recoupling of them behind the lead units constitutes a pick-up, as contemplated by the rule quoted above. In support of this argument, the Organization cites Decision 236 of Special Adjustment Board No 180. In that case, the claimant engineers were required to detach one unit from a four-unit power consist in order for the single unit to be used for switching. The Board held that the detachment and subsequent recoupling of the single unit constituted a set-out and pick-up within the meaning of Article 20, Section 3 of the Agreement.

Carrier argues that the handling of the remote units was service incidental to their reincorporation with the lead units. Such incidental handling, Carrier asserts, does not constitute a bona fide set-out and pick-up. In support of this position, Carrier cites Decision No. 720 of Special Adjustment Board No. 180, and other related cases. The main thrust of the cited decisions is that a set-

out occurs only when power units are added to a consist which were not part of that consist at a prior time.

It is the opinion of this Board that the instant claim should be sustained. The purpose of Article 20, Section 3 is to compensate engineers when power units are either added to or detached from their power consists. Under the interpretation proposed by Carrier, an engineer would be compensated only if the power units added were not previously part of the consist, and if any units uncoupled would not subsequently be reincorporated into the consist. In the present case, Carrier's interpretation would operate to deny the instant claim; however, the claim would be sustainable under Carrier's interpretation if the three remote units were uncoupled and three different units were subsequently incorporated into the consist. In both cases, three units would be uncoupled, and three units later added. Whether the engineers would receive compensation for the work, however, would depend on whether the reattached power units bore the same identification numbers as those uncoupled. It is difficult to imagine that the parties intended Article 20, Section 3 to produce such incongruous results. For this reason, it is the decision of this Board that the handling of the remote units in the instant case constituted a set-out and pick-up within the meaning of Article 20, Section 3 of the Agreement.

AWARD

Claim sustained. Carrier is ordered to make payment within 30 days of this Award.

Nicholas James
Neutral Member

J. H. Marshall
Carrier Member

Leonard G. Posten
Organization Member

Date: May 31, 1984