

BEFORE
PUBLIC LAW BOARD NO. 717

Carrier's File: B-4961
Organization's File: L-894

AWARD NO. 327
(Case No. 327)

UNITED TRANSPORTATION UNION (TRAINMEN)

vs.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

STATEMENT OF CLAIM:

Claims of various Conductors, various dates, for additional mine switching allowances. (Specific claims for specified individuals and dates are a matter of record between the parties.)

JURISDICTION:

The jurisdiction of this Board is stated in its Award No. 1. That statement is incorporated herein by reference thereto.

OPINION OF BOARD:

The parties hereto entered into an Agreement, identified as Appendix Item No. 9:

"In accordance with settlement reached in conference, we will, effective November 13, 1952, handle instances where other than crews regularly assigned to mine switcher service perform mine work under the two classes of service rule, it is agreed whether or not mine work is performed will be determined in accordance with the following:

"1. Mine work will be considered switching performed in a mine installation where there is a tipple and a series of tracks serving that installation exclusively...."

The work for which these claims were filed was performed at the Peabody Coal Company facility near Vinita, Oklahoma. Along side the main track through the area, there are storage tracks, part of which are handled by control block, and all of which are sometimes used for purposes other than to handle the mine's business.

However, there is a track leading north from the main track which is in existence for the exclusive purpose of supplying the mine with service. From the main track intersection, it is nine miles to the tipple.

It is the Carrier's position that the Agreement limits its liability for this additional cost to the time worked in the immediate area around the tipple, relying on the language "in a mine installation."

We find that the track connecting the main track and the tipple facility meets the test of the Agreement... "and a series of tracks serving that installation exclusively." We will allow that part of the claims which are so covered.

The storage tracks along side the main track do not meet the test of the Agreement.

The Agreement cited above, further provides in Paragraph 1: "A straight pick-up or straight set-out not to be considered mine work." The framers thus excluded such pick-up and set-out claims and they are denied.

FINDINGS:

Public Law Board No. 717, upon the whole record and all the evidence, finds and holds:

1. That Carrier and Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;
2. That this Board has jurisdiction over the dispute involved herein; and
3. That the Agreement was violated as outlined.

AWARD

Claim sustained as outlined in Opinion of Board.

ORDER

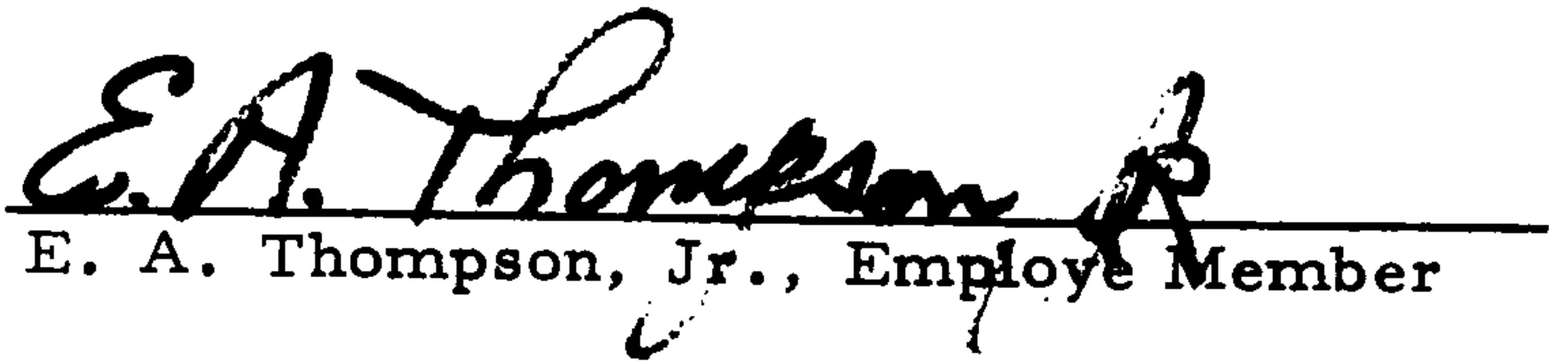
Carrier is hereby ordered to make effective Award No. 327, made by Public Law Board No. 717, on or before March 15, 1976.



John Criswell, Chairman
Neutral Member



J. J. Rateliff, Carrier Member



E. A. Thompson, Jr., Employee Member

Dated at Springfield, Missouri, this 13th day of February, 1976.