



In view of the some twenty "lapback claims" in this Board's docket, the Carrier furnishes a comprehensive summary of prior "lapback decisions" on this property, acknowledging that they are inconsistent and therefore are offered for whatever guidelines they may supply. Carrier states that as the result of decisions by S.P.B. No. 379 with Referee Stone, outstanding instructions were issued that when a crew is requested to assist another crew, they are to move as close as possible to the train to be assisted before cutting off their engine.

A concept that a "reasonable" distance would be the criterion to determine a dispute such as this, was adopted by S.B.A. 35 in its Award 251, Referee David R. Douglas participating, when it denied a claim because only 113 feet was involved, and again in its Award 256 when it was 495 feet. However, this Board in its Award No. 19 followed the decision of P.L.B. No. 93 in its Award 591 Referee Preston J. Moore, which held that a lapback of 4 miles was "too far to be considered station switching," this Board holding in its own case that the required movement into and back out of Mohave yard "strains too far the analogy of Carrier's concept of station switching."

This Board denied the claim in its Docket 68-C, Award No. 150, because in that instance the train of the Claimants therein was stopped only back far enough to allow the necessary tail room to set the rear end of the train ahead over into the siding. Carrier states in this case that the distance travelled by Claimants was required to allow room for them to switch out the bad order car, but beyond this assertion the distance is not established. On the other hand, it is agreed that Claimants did have to enter into and come back out of the North Guam station.

The Organization insists that ever since the Awards of S.P.B. No. 379, referred to above, the Carrier has tried to overturn or "whittle them down," and that if any set distances, such as a mile say, are established as measures, the application of the principles of "lapback" could go "from a mile to miles." It urges this Board to follow the decisions in what it considers to be "identical" cases in ORCLB 32-W, ALP&E 51-W, Award No. 214, S.B.A. 379, Award No. 93 of P.L.B. 591, and its own prior Awards No. 19 and No. 150 with respect to Docket 68-C. The Carrier, on the other hand, argues that the exact distance the engine should be cut off cannot be determined, in any case, and it suggests that the Organization is attempting to get this Board "to reduce the accepted distance of less than one mile to less than .8 of a mile or even some other specific distance."

This Board agrees that the decision in this dispute, or any similar controversy, is not susceptible of resolution on the basis of any "game of miles or yards and feet," but hinge upon the most finite criterion available, like determining first downs in football on the basis of whether the farthest chain stick touches the ball, although everyone knows that the actual distance is far more empirical.

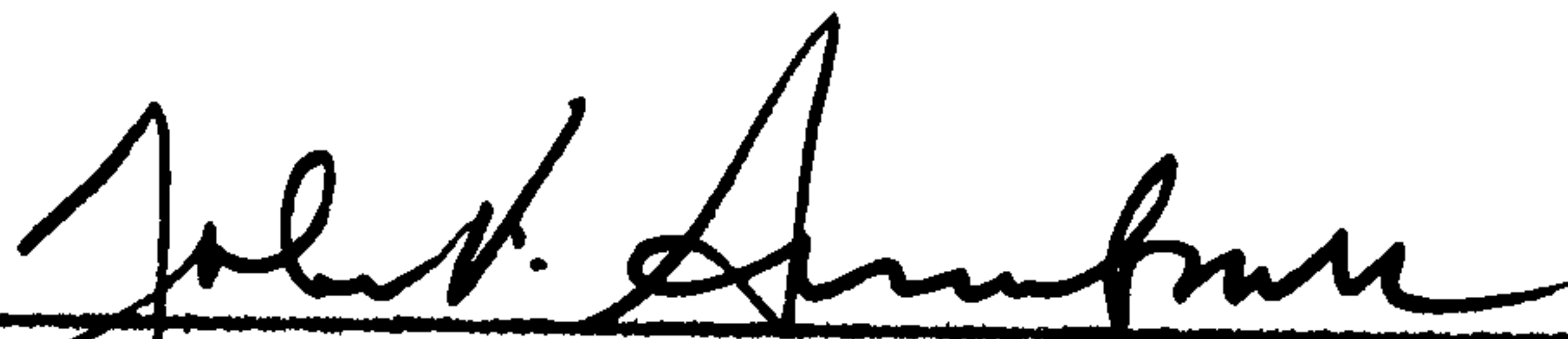
Accordingly, this Board reiterates its finding in its Award No. 19 that the claim must be sustained on the basis that Claimants had to go into and come back out of the station in question so that it cannot be considered "station switching" <sup>or</sup> under the combination of Service Rule, unless it is clear, as it was in the facts of Docket 68-C, Award No. 150, that the actual distance was required to allow sufficient room to switch out the bad order car.


**AWARD:**

Claims sustained less the 3 miles already paid.

**ORDER:**

The Carrier is hereby directed to comply with the Award within thirty (30) days of the date of the Award.

  
\_\_\_\_\_  
John F. Sembower  
Chairman and Neutral

  
\_\_\_\_\_  
B. K. Perry  
(Carrier Member)

  
\_\_\_\_\_  
K. Levin  
(Organization Member)

Dated: 9/2/75