

PUBLIC LAW BOARD NO. 2273

PARTIES) LOS ANGELES JUNCTION RAILWAY COMPANY
TO)
DISPUTE) UNITED TRANSPORTATION UNION (S)

STATEMENT OF CLAIM: Claim one day's pay at rate of an engine foreman and two helpers, in behalf of C. G. Stoker, G. T. Haskins and C. L. McDougle for date of February 1, 1977.

FINDINGS: This Public Law Board No. 2273 finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

In this dispute the claimant crew was assigned to Job 24 on February 1, 1977. On that date the crew was issued switching instructions from the Public Distribution Corporation, an industry that is jointly served by this Carrier and the Union Pacific Railroad Company. The instructions were sent to the claimant crew to set CBQ Car 20875 from Door 4 to an outside track.

In addition, the crew was instructed to spot three other cars from outside Public Distribution Corporation at any door inside their plant, and to pull one car from Door 1 and another car from Door 5.

The claimant crew pulled CGQ Car 20875 from the Door 4 inside the Public Distribution Corporation Warehouse and set it to a track outside the Public Distribution Corporation. The car was actually set on Union Pacific Storage Track located on the east side of the running track into the Union Pacific Yard. The car had not been interchanged to the Los Angeles Junction Railway Company.

The Carrier points up that the Public Distribution Corporation is an industry for which employees of the Los Angeles Junction Railway Company and the Union Pacific jointly perform service. The Carrier contends that switching work performed at an industry does not constitute basis for a valid claim.

The Carrier contends that the car which was moved from Door 4 was moved to allow another car to be loaded at that door. On that basis the Carrier contends that the movement was incidental to other work which was being performed by the claimant crew.

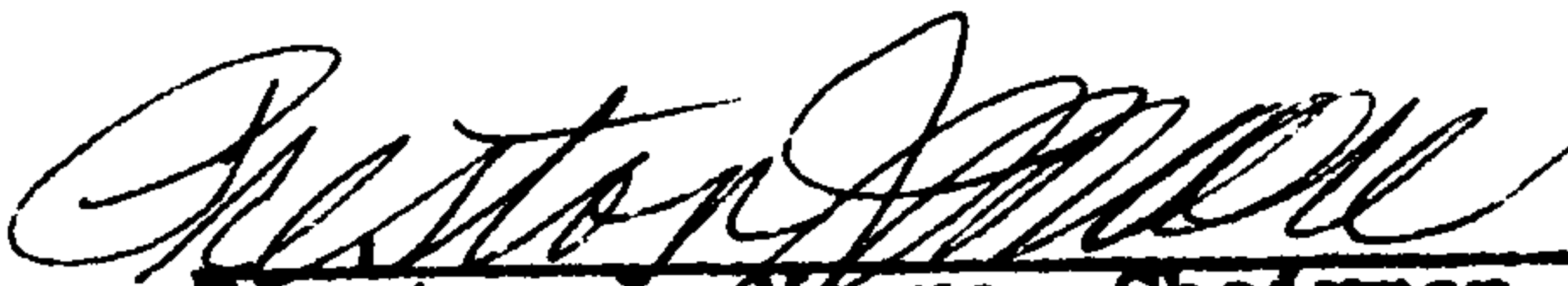
The Carrier relies upon Award No. 132 of Public Law Board No. 159. Therein the Board held that the movement of that car by claimants was work incidental to the completion of their delivery, and in that respect it was not work in a foreign yard or for a foreign carrier.

In the instant case the claimant crew did more than simply move the car out of their way in order to set the car to Door 4; they switched the car from Door 4 to the Union Pacific yard. The industry cannot require Los Angeles Junction Railway Company to switch cars from the industry to the Union Pacific yard. They can require the Los Angeles Junction Railway Company employees to perform any switching in the industry.


On the foregoing basis the claim is valid.

AWARD: Claim sustained.

ORDER: The Carrier is directed to comply with this award within thirty days from the date of this award.



Preston J. Moore, Chairman



Organization Member



Carrier Member

December 28, 1979