

PUBLIC LAW BOARD NO. 1048

PARTIES) WESTERN PACIFIC RAILROAD COMPANY
TO)
DISPUTE) UNITED TRANSPORTATION UNION

STATEMENT OF CLAIM: Claim of Conductor G. B. Kirkpatrick, Timeslip No. 6 dated June 2, 1981 and submitted June 15, 1981, with brakemen W. R. Meyers and N. K. Schon, claiming 100 miles account violation of Trainmen's Schedule Rule no. 39.

FINDINGS. This Public Law Board No. 1048 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 1593 identified as Train APF. This is a turnaround job assigned to operate on the main line from Stockton to Niles Junction, thence over the San Jose Branch to San Jose. At San Jose this assignment turns, leaving the inbound train and taking charge of the outbound train, then operates in reverse movement back to Stockton.

On the claim dates the claimants were called to Stockton to protect Job No. 1593, Train APF-02, on duty at 12:01 a.m. The claimant crew departed Stockton at 1:15 a.m. and operated to San Jose, arriving at 5:00 a.m.

Upon arrival at San Jose the claimants yarded their inbound train and took charge of the outbound train which was made up on Track No. 2 with a surplus of four cars on adjacent Track No. 1. The claimant crew then doubled the four cars from Track No. 1 to the 41 cars in Track No. 2 and departed San Jose at 5:40 a.m. The claimant crew filed a penalty timeslip because they were required to double together their outbound train at San Jose.

The Organization alleges that Track No. 2 holds 50 cars or more and since there were only 49 cars in the train, the No. 2 Track would have held the entire train. The Organization relies upon the January 27, 1972 agreement which permits one straight pick up and/or set out at each intermediate point between terminals. The Organization alleges that this was not a straight pick up.


The claim was denied on the basis that the length of the outbound train was in excess of 3300 feet, and the length exceeded the capacity of the track.

San Jose Yard is an intermediate point for the assigned involved herein, and there are yard engines assigned at the San Jose Yard. Several awards have previously been rendered which have established

that a road crew is considered to be making a straight pickup or set out when it fills one track to capacity and sets the remaining cars over to an adjacent track.

The evidence herein indicates that there were 14 cars of over 90 feet and 19 cars of over 60 feet, and the length of the train exceeded the length of No. 2 track. Therefore the pickup made herein from two tracks is considered a straight pickup, as intended by the January 27, 1972 agreement.

AWARD: Claim denied.


Preston J. Moore, Chairman


Organization Member


Carrier Member

March 22, 1983