

Award No. 2  
Case No. 2  
PLB No. 4086

PUBLIC LAW BOARD NO. 4086

GALVESTON, HOUSTON AND HENDERSON RAILROAD COMPANY

AND

UNITED TRANSPORTATION UNION (T & C)

STATEMENT OF CLAIM

Claim that the named Footboard Yardmasters and Yardmen be allowed an additional yard day on dates shown on the time slips, account required to perform yard switching in a foreign yard, when instructed to line inside switches for the convenience of foreign line yard crew. (Claim as stated by Carrier).

STATEMENT OF FACTS

The Galveston, Houston and Henderson Railroad Company, hereinafter referred to as "Carrier" services the Galveston Wharves, hereinafter referred to as "Wharves", at Galveston, Texas.

An authority of the Wharves requested that the Yardmen of the Carrier realign switches within the Wharves property to the same position that they were found in following the execution of the switching services required to make the Carrier's deliveries to the Wharves.

The instructions by the Wharves authority affected Carrier crews who made transfer deliveries to the Wharves Yard "B", a designated interchange point, and use the 29th Street crossover from the Main Line to Bridge and then to East B lead, they realign switches from the Main Line and the Bridge (both at 29th Street and at East B lead). If the 29th Street crossover is unusable, then the 32nd Street crossover is used and the switches used are also realigned after delivery has been made.

The Carrier agreed and an order was issued to comply with the request. The order's execution from the record began on October 22, 1976, the date of the first time claim, and was

terminated on January 20, 1977, no record support exists for this date. The record does not disclose any reason for such termination.

The following claims are made and request a day's penalty pay.

Footboard Yardmaster R. K. Cates, Yardmen R. R. Sauers, W. E. Harvey and H. B. Miller, time ticket No. 11 dated October 22, 1976, declined by General Manager J. M. Bynum, November 17, 1976, file No. 29, UTU (T).

Footboard Yardmaster G. J. Swint and Yardmen R. K. Cates, W. E. Harvey and H. B. Miller, time ticket No. 15 dated October 23, 1976, declined by General Manager J. M. Bynum, November 11, 1976, file No. 29, UTU (T).

Footboard Yardmaster G. J. Swint, Yardmen R. K. Cates, W. E. Harvey and H. B. Miller, time ticket No. 16 dated October 24, 1976, declined by General Manager J. M. Bynum, November 11, 1976, file No. 29, UTU (T).

Footboard Yardmaster G. J. Swint, Yardmen W. E. Harvey and H. B. Miller, time ticket No. 17 dated October 15, 1976, declined by General Manager J. M. Bynum, November 11, 1976, file No. 29, UTU (T).

Footboard Yardmaster G. J. Swint, Yardmen R. R. Sauers, W. E. Harvey and Howard Nelson, time ticket No. 19 dated October 26, 1976, declined by General Manager J. M. Bynum November 17, 1976, file No. 29 UTU (T).

Footboard Yardmaster D. H. Singley, Yardmen F. E. Martorell, H. Kohler and J. P. Bivons, time ticket No. 1 dated October 27, 1976, declined by General Manager J. M. Bynum November 26, 1976, file No. 29, UTU (T).

Footboard Yardmaster R. K. Cates, Yardmen R. R. Sauers, H. Miller and H. Nelson, time ticket No. 13 dated October 28, 1976, declined by General Manager J. N. Bynum November 17, 1976, file No. 29, UTU (T).

Footboard Yardmaster D. H. Singley, Yardmen H. Kohler, F. E. Martorell and J. P. Bivons, time ticket No. 2, dated October 29, 1976, declined by General Manager J. M. Bynum November 26, 1976, file No. 29, UTU (T).

Footboard Yardmaster R. K. Cates, Yardmen R. R. Sauers and H. Miller, time ticket No. 14 dated October 29, 1976, declined by General Manager J. M. Bynum November 17, 1976, file No. 29, UTU (T).

Footboard Yardmaster G. J. Swint, Yardmen R. K. Cates and H. B. Miller, time ticket No. 23 dated October 31, 1976, declined by General Manager J. M. Bynum November 17, 1976, file No. 29, UTU (T).

Footboard Yardmaster R. K. Cates, Yardmen R. R. Sauers, H. Miller and H. Nelson, time ticket No. 1 dated November 4, 1976, declined by General Manager J. M. Bynum November 26, 1976, file No. 29, UTU (T).

Footboard Yardmaster D. H. Singley, Yardmen F. E. Martorell, J. P. Bivons and H. Kohler, time ticket No. 3 dated Number 5, 1976, declined by General Manager J. M. Bynum November 26, 1976, file No. 29, UTU (T).

Footboard Yardmaster R. K. Cates, Yardmen R. R. Sauers and H. Miller, time ticket No. 3 dated November 5, 1976, declined by General Manager J. M. Bynum November 26, 1976, file No. 29, UTU (T).

Footboard Yardmaster D. H. Singley, Yardmen F. E. Martorell and H. E. Nelson, time ticket No. 4 dated November 6, 1976, declined by General Manager J. M. Bynum November 26, 1976, file No. 29, UTU (T).

No time tickets are a matter of record for the period beginning November 7, 1976 through January 20, 1977.

#### DISCUSSION

This Board has considered the entire record in this case including the position papers submitted to the Board at its convening on December 16, 1986 and the exhibits submitted by the Carrier and Employees relating to this matter.

Upon this record, the Chairman and Neutral Member of the Board finds as follows:

1. That this Public Law Board finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

2. That the question in this case is whether the lining of switches in a foreign yard is a violation of the interchange principles, rules, or the agreement between the parties. The record in this case supports a finding that the realignments involved here were not inconsistent with and are supported by the First Division Awards and various Public Law Boards wherein it was found that yard crews may be required to align and realign the switches which the crews use in connection with their deliveries to a foreign yard.

This requirement makes sense from the safety considerations inherent in switching movements where the foreign Carrier's crews expect switches to be in specific setting(s). A foreign yard crew would not normally be aware of the switching movement executed by a servicing yard crew.

3. That the only issue is whether the realignment of switches changed by the Carrier's yardmen in the delivery of cars to the Wharves violates any rule or practice in the handling of deliveries to a foreign yard. The record does not support a finding that a violation of a rule or a practice exists.

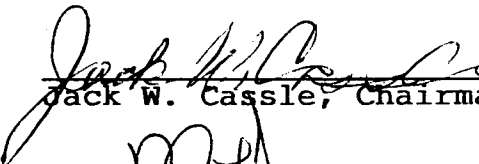
4. That the allegation that the movements were only for the convenience of the Wharves is not supported with probative evidence. If this were a convenience circumstance, then the claims would have been meaningful.


5. That, assuming arguendo, the realignment of switches in the specifics of this case violated a rule or practice, such violation would have to be considered de minimis under the circumstances which exist here. The work involved is in reality incidental to the transfer of cars whether in a foreign yard or not.

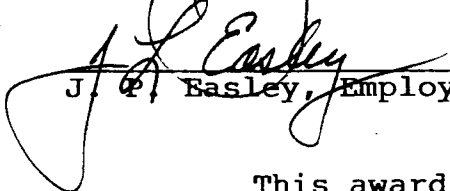
6. That a finding to the contrary would result in a harsh, absurd and unforeseen result particularly in view of the safety and productivity considerations involved.

AWARD

In view of the foregoing, the claims are denied.

  
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Jack W. Cassle, Chairman and Neutral Member

  
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M. L. Janovec, Carrier Member

  
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J. P. Basley, Employee Member

This award dated this 10th day of January, 1987.

This award was reissued this 17th day of March, 1987.