

AWARD NO. 27

Orgn File P 84-11
Co. File YDM 151-3982

PARTIES TO DISPUTE:

UNITED TRANSPORTATION UNION
and
SOUTHERN PACIFIC TRANSPORTATION COMPANY

STATEMENT OF CLAIM:

The Organization states: "Claim is made for a day's pay at the yard rates of payment applicable for each switchman listed on Attachment A , each time and date shown Brooklyn Yard."

FINDINGS:

This Board, after hearing upon the whole record and all the evidence, finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, that this Board has jurisdiction over the dispute involved herein and that the parties were given due notice of the hearing held.

On each date, at the approximate times shown on Attachment "A", Claimants were Southern Pacific Yard Crews engaged in transfer (interchange) service between the Southern Pacific (SP) and Burlington Northern (BN) Railroads at BN's Willbridge Yard. In each case, Claimants were required by BN Yardmaster to pull the cars being transferred approximately one quarter of a mile east so the cars could pass by a camera installed for transmitting data to BN's computer.

After pulling the cars past the camera, Claimant crews shoved back the one quarter mile to designated interchange track.

There is no dispute in facts in this case. The issue is, whether moving the cars being transferred beyond the interchange point some 1584 feet (app. 25 car lengths) in order to pass by a camera, violates the working agreement between the parties.

The Carrier in submission to this Board states:

"The Carrier asserts that the presence of a camera is not violative of any agreement. The fact that

cars moving along a track where a camera is located pass by the camera is not violative of any agreement. The mere moving past a camera cannot be construed as work belonging to any craft or exclusive group of employees.

The Organization on the other hand, contends:

"It is the organization's position that the additional movement of the cars being transferred to and from the location of the camera constitutes work performed for the convenience of a foreign carrier. Again, SP yard crews deliver a list of cars in their transfers to BN. It is not necessary for these same crews to make an additional move for the purpose of rechecking or entering information onto a computer in order to complete the interchange movement. This additional movement required of SP claimant crews was performed solely for the convenience of BN, and, therefore should have been performed by an appropriate BN crew.

It is additionally the organization's position that the movement involved is beyond the scope of that which is provided for in the current Yard Agreement"

Both parties have cited Article 15(c) of the current agreement, which reads:

Section (c). Switchmen required to perform switching other than necessary to make or take delivery of cars (not including doubling over cuts of cars) in a foreign yard beyond the limits of the interchange tracks, shall be allowed a minimum of one day under Article 2, in addition to other compensation. This will not apply to tracks jointly operated, not to tracks used for joint switching operations; neither will it apply to such use of foreign tracks as is necessary to place cards on interchange tracks or runaround cars so placed.

In First Division Award 19152, involving the parties to this dispute, the Board held in pertinent part:

"Carrier points out an unfortunate reality of these interchange cases, that it has no authority in connection with the operation of the foreign yard, and that 'it is the prerogative of the to determine the manner in which they use their tracks to more efficiently handle their traffic and

neither the Southern Pacific Company nor its employees can say how the should use its tracks.'

On the other hand, in a situation like this we could never simply dismiss the matter as being something left up to a foreign carrier's complete volition as to just what it prefers to do. True enough, the carrier has no direct control over the foreign tracks, but reciprocity between carriers like that between ordinary business men in all lines, must take into account conduct on the part of one which may inflict liability upon another. Interchange problems usually are swords that cut both ways, and each interchange carrier can be expected to acknowledge its responsibility to the other when it departs from interchange practice to supply its connecting carrier with the means whereby it may justify the departure, if it can. . . ."

A careful review of the facts presented in instant claim, reveals that the additional movement past the regular transfer point for the sole purpose of recording the consist on the receiving carrier's computer, has really, nothing to do with accomplishing an interchange. Rather the additional move ordered by the receiving carrier (foreign carrier) for its sole convenience does not fall within the purview regularly established for interchange work. If receiving carrier wanted the interchanged cars to be moved past the camera, its crews should have been utilized.

The Board holds, that Claimants were required to perform service for a foreign carrier, work to which they held no seniority rights, and the claims must be sustained.

AWARD:

Claims sustained.

ORDER:

Carrier is directed to make this Award effective within thirty (30) days of issuance shown below.



R. B. Foster
Carrier Member



L. W. Partridge
Employee Member



Walter L. Phipps
Chairman and Neutral Member

Issued this 16 day of September, 1986