

PUBLIC LAW BOARD NO. 2915

PARTIES  
TO  
DISPUTE: United Transportation Union - Enginemen  
  
and  
  
Southern Pacific Transportation Company

STATEMENT  
OF CLAIM: Claim of Engineer D. M. Forcha for 100 miles,  
in addition to earnings on Road Switcher No. 17  
at Strang, Texas on June 29, 1979, alleging  
operated beyond his assigned limits.

FINDINGS: By reason of the Agreement between the parties dated  
April 23, 1981, and upon all of the evidence in the  
record, the Board finds that the parties hereto are respectively  
employes and carrier as defined in the Railway Labor Act, as  
amended, and that it has jurisdiction.

Claimant was regularly assigned to Strang Road  
Switcher No. 17 going on and off duty at Strang, Texas. By  
agreement, the assignment operates within a radius of 25 miles.  
The assignment is bulletined to work from Strang to Texas City  
Junction. The limits of Texas City Junction extend one mile in  
each direction from MP 46.8 to MP 47.8.

Employes contend that "The limits and radius of this  
Switcher runs from MP 22.2 to MP 46.8. During this tour of duty  
the claimant was instructed to go to the storage tracks at  
Texas City Junction, beyond MP 46.8, which is outside of the  
25 mile limit." In its submission to this Board, Employes say  
that "Claimant was required to pick up cars outside the radius of  
the assignment; add these cars to his train outside the radius of  
the assignment; and run-around his train outside the radius of the  
assignment".

The Engineers' Agreement is applicable to this claim.  
Article 10, Section 2(a) of that Agreement reads as follows:

Road switcher assignments will go on and off  
duty at the same location and will operate  
in a radius not in excess of twenty-five (25)  
miles in any direction from their bulletined

on and off-duty point, which will be the engineers' register room, and will be paid on the basis of eight (8) hours or less constituting a day's work without a mileage component, except as provided in Paragraph (b).

Storage tracks at Texas City can be and are worked from the east switches which are within the 25 miles limit on this road switcher assignment. If the Claimant made any movement past MP 47.02 with cars or to couple cars, it would be for the purpose of obtaining "head room".

In First Division, NRAB Award 21204, involving this Carrier and the BLE, the engines and cars moved approximately six car lengths past the yard limit board on yard track East 1 before a forward movement toward the hump could be made. That Award said:

The movement complained of and for which claim was filed involved head room only. This in and of itself is insufficient to cause payment of a penalty day for alleged performance of road work.

Board said: In Award No. 39 of Public Law Board No. 576, that

. . . In making this move it was necessary for claimant's engine and a few of the cars to move beyond the westward switch limits. This was for "head room" . . .

had this to say: Similarly, in Award No. 54 of Public Law Board No. 452

Carrier takes the position that as long as road service is not being performed, it has the right to require a yard crew to go beyond switching limits to secure "head room" in the performance of yard switching.

Award No. 43 of Public Law Board No. 94 affirmed the findings in First Division Award No. 12054, above quoted, and denied the claim by quoting the following from First Division Award No. 1467, decided without a referee:

Inasmuch as Engineer Stranghan and Fireman Grose were only required to go beyond their established yard limits for the purpose of coupling onto the east end of cars they were handling inside the yard limits, their claim does not come under the provisions of Rule 19(k).

Carrier's submission also contains a number of claims filed by BLE settled on the basis of First Division NRAB Award 21204.

The bulletin assignment of Road Switcher No. 17 entails the right of the crew to perform switching within the station limits of Texas City Junction even though such switching may be beyond the 25 mile limit where "head room" is necessary to perform that switching. That was the situation in this case.

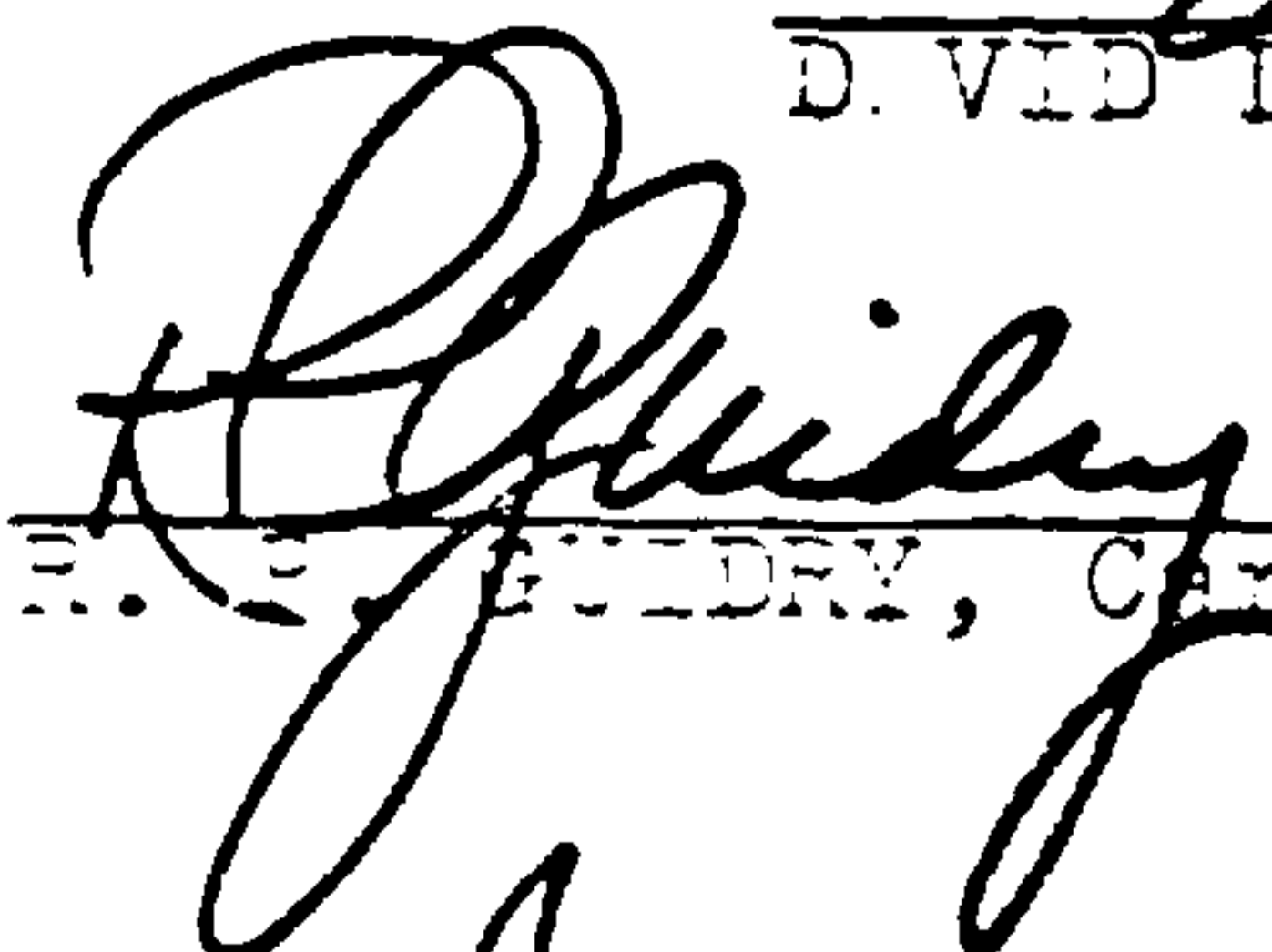
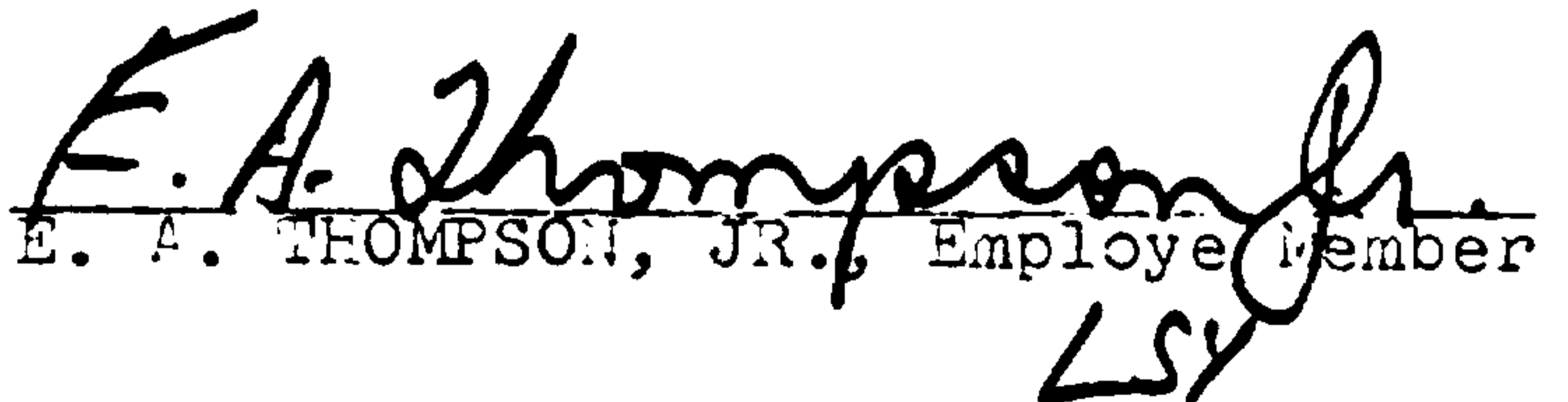
For the reasons herein stated, the Board finds that the Carrier did not violate the Agreement and that the claim has no merit.

AWARD

Claim denied.



D. VID DOLNICK, Chairman and Neutral Member

  
R. E. GLEDRY, Carrier Member  
E. A. THOMPSON, JR., Employee Member  
LSY

DATED: January 19, 1983.