

Org. File 492-44-11623
Co. File TRN 11623

Decision No. 5978
Case No. 1460

SPECIAL ADJUSTMENT BOARD NO. 18
(Train Service Panel)

PARTIES TO DISPUTE: United Transportation Union-Conductors and
Trainmen
Southern Pacific Transportation Company
(Western Lines)

STATEMENT OF CLAIM: "Claim of Conductor T. D. Belgard and
Brakeman R. M. Mallory, for a basic day for performing two
classes of service at Roseville, California on April 27, 1989."

STATEMENT OF FACTS: The basic facts are undisputed. At 4:30
p.m. on April 26, 1989, Conductor T. D. Belgard and Brakeman
R. M. Mallory (hereinafter referred to as Claimants) were called
on duty in Sparks for Run 148 on Extra 8978 running between
Sparks and Roseville. At 1:40 a.m. on April 27, the Claimants
arrived in Roseville at which time they yarded their train,
detached their engines and took them to the engine receiving
track of the roundhouse. On their way to the roundhouse, the
Claimants were required to pick up Roseville Locomotive Unit
No. 8329 off the main line and bring it in with their engine
consist per the request of the roundhouse foreman.

FINDINGS: This Board, upon the whole record and all of the
evidence, finds that the Employees and Carrier involved in this
dispute are respectively Employees and Carrier within the meaning
of the Railway Labor Act as amended and that the Board has
jurisdiction over the dispute involved herein.

DECISION: This case involves the application of Section 3a(2) of
Article VIII of the 1985 UTU National Agreement as support, which
reads as follows:

"Section 3 - Incidental Work

(a) Road and yard employees in ground service
and qualified engine service employees may
perform the following items of work in
connection with their own assignments without
additional compensation:

(2) Move, turn and spot locomotives and cabooses."

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The critical question in this case is whether the movement of the engine was "in connection" with their own assignment in the sense that it was incidental. The Board is not convinced that the work in question was incidental or done in connection with the Claimant's own assignment. Simply there was no functional relationship between the dead unit and the Claimant's road assignment.

AWARD

The claim is sustained.



Gil Vernon
Chairman and Neutral Member



S. Barrett
Carrier Member



D. E. Johnson
Employee Member

Dated this 7/31 day of June 1994.