

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

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E. L. PRUITT
Chairman

November 12, 1990

Mr. W. R. Kearney
Manager-Labor Relations
Southern Pacific Trans. Co.
One Market Plaza
San Francisco, CA 94105

Org. File E-0433-30-1

Dear Sir:

Refers to our telephone conversation this date, dealing with the past practice of engineers reporting for duty on their assignments without benefit of a call.

Your position that engineers must report for their assignments without benefit of a call for duty is wholly erroneous and is not acceptable to the Committee.

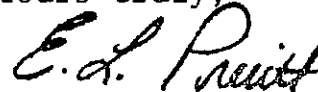
To the contrary, over many years of past practice the majority of engineers who are assigned to regular assignments with a bulletined on duty time (yard jobs, local freight runs, etc.) have elected to arrange with the crew dispatcher to report for duty on their assignments without benefit of a formal call for duty.

The provisions of Sections 1(a) and 1(b), Article 30 of the agreement covering engineers are clear and unambiguous, and there is no revision or modification thereof in existence which would support your erroneous assertion that such engineers must report for duty without benefit of a call in each instance.

In this connection your attention is directed to the Statement of Facts in the attached Decision 3150 by Special Adjustment Board No. 18 which shows that it is a convenience for both the engineer and dispatcher when the engineer voluntarily arranges to report for duty without benefit of a call.

Will you please advise your concurrence herein.

Yours truly,



Enc.

ELP/h

bc - LC#692 w/enc.

Orig. file E-20312-12-1(c)2630-1(f)
Org. file E-12632-28-20
Co. file E&F 61-2408

DECISION No. 3150
CASE No. 874-BL&E (Engrs-Frmn)

DECISION No. 3150
CASE No. 874-BL&E (Engrs-Frmn)

SPECIAL ADJUSTMENT BOARD NO. 18
(Engine Service Panel)

-2-

PARTIES TO DISPUTE: Brotherhood of Locomotive Firemen and Enginemen
Southern Pacific Company (Pacific Lines)

STATEMENT OF CLAIM: Claim of Engineer J. A. Berndt, Western District, Western Division, for a two-hour call and release, September 1, 1956, and the earnings he would have made had he been properly notified of the cancellation of Yard Job 679.

STATEMENT OF FACTS: On August 31, 1956, Engineer Berndt, assigned to Oakland Yard Job 679, hours of assignment 7:00 AM to 3:00 PM, reported, pursuant to an arrangement he worked out with Company forces, without benefit of a call and performed service on the assignment during assigned hours.

Job 679, on completion of service on August 31, 1956, was abolished, but no Company representative notified Engineer Berndt of this fact.

In conformity with the arrangement he had made, Engineer Berndt reported for duty on Job 679 at 7:00 AM, September 1, 1956, at which time he was informed the job had been abolished on the preceding date.

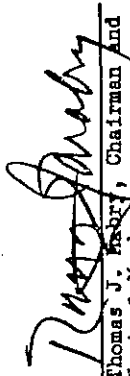
Engineer Berndt displaced Engineer E. Shelton from Oakland Yard Job 811, hours of assignment 7:00 AM to 3:00 PM, and performed first service thereon September 4, 1956.

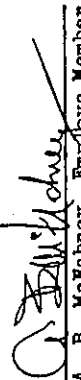
DECISION: We hold this claim to be valid. We have here a clear dispute as to the controlling fact, which goes to the question of whether or not carrier made a reasonable effort to contact claimant by phone to advise him of the abolishment of said Job 679; and carrier having failed to move in an effort to reconcile with the Local Chairman the facts in dispute as the agreement requires, we will accept the facts relied upon by petitioner as being undisputed. These facts will support petitioner's contention that carrier did not make proper effort to contact claimant and advise him of such job abolishment. Carrier argues that there was not such a dispute in the facts as would require carrier to move for a meeting with claimant's Local Chairman to attempt a reconciliation of the differences between the parties, but we are unable to adopt this view.

Carrier vigorously opposes allowance of the claim which involves both the earnings claimant would have made and compensation

for a two-hour call and release, pointing out that if claimant is to be compensated for the earnings he would have made on the date in question that it would be considered as though he had worked that day on the job; therefore the additional amount claimed for a two-hour call and release would be improper. There would be considerable logic and reason to be found in support of carrier in this respect were it not for the settlements produced by petitioner which we think support its position.

The claim is sustained.


Thomas J. Kirby, Chairman and
Neutral Member


A. B. McHabe, Employee Member


P. G. Vaughan, Carrier Member

San Francisco, California
July 11, 1960.