

NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISIONAward No. 24393
Docket No. 44054
94-1-92-1-B-2068

The First Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

PARTIES TO DISPUTE: (United Transportation Union
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(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

"Claim in behalf of Northtown Conductor D.C. Merchant, Brakemen K.V. Szabla and E.M. Hanka per timeslip 718 dated July 18, 1991, claiming in part, 4 hours, 25 minutes initial terminal delay."

FINDINGS:

The First Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

On July 18, 1991, Claimants were called to deadhead in combined service from Northtown to Becker, Minnesota. At Becker, they were instructed to take Train TT007 to Staples, Minnesota. The crew arrived at Becker at 12:00 p.m. and started their road trip at 4:25 p.m. There is no dispute that the Claimants were call to deadhead in combined service.

The October 31, 1985 National Agreement changed the method in which employees were paid when they deadheaded. Article VI of the 1985 National Agreement had a savings clause giving each Carrier signatory to the Agreement the right to retain their deadheading rules. This record is void of any information that the Carrier exercised this right, therefore the October 31, 1985 Agreement is pertinent to this case.

Question and Answer No. 8 to Article VI of the 1985 Agreement deals with the matter before this Board. That Q and A reads as follows:

"Q-8 In situations where the carrier chooses to combine deadheading with service, at what point does initial terminal delay begin?

A-8 At the point and time the crew actually reports on duty for the service trip."

The Question and Answer is clear and unambiguous. In this case, the time for initial terminal delay started tolling when the crew arrived at Becker where their service trip was to begin.

The Claim will be sustained in accordance Rule 39(a) of the Schedule Agreement, which deducts the first 75 minutes of delay or 3 hours and 10 minutes.

AWARD

Claim sustained in accordance with the Findings.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award affective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of First Division

Dated at Chicago, Illinois, this 10th day of October 1994.