

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION**

Award No. 24922  
Docket No. 44513  
98-1-96-1-G-1693

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

**PARTIES TO DISPUTE:** (United Transportation Union  
(Grand Trunk Western Railroad Incorporated

**STATEMENT OF CLAIM:**

"DTSL Sub-division claim of Conductor Tovatt and Brakemen Baxter and Moore for two (2) hours and five (5) minutes Initial Terminal Delay payment from arrival at Flat Rock Yard at 2200 hours till departure at 0020 hours. Docket 456 Claim 127."

**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.

The claim as filed and stated above requests a payment of two hours and five minutes. However, in conference on the property, the Organization reduced its claim to a one hour and five minute initial terminal delay payment.

There is some dispute between the parties as to the manner in which the claim was argued and presented on the property, but the Board is satisfied in its study of the

record that it may be properly concluded that a valid claim exists for payment of a claim in the amount of one hour and five minutes initial terminal delay pursuant to Article 61(a), which reads in part here pertinent as follows:

"Initial terminal delay shall be paid on a minute basis to trainmen in freight service for all time in excess of seventy-five (75) minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth (1/8) of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

NOTE: The phrase 'train leaves the terminal' means when the train actually starts on its road trip from the yard track where the train is first made up."

Here, the Claimant crew was ordered to deadhead from Lang Yard to Flat Rock Yard, a recognized terminal where the train assigned to the Claimant was made up, thereby making such combined deadhead and service trip subject to Agreed Upon Question and Answer No. 8 of Article VI of the October 31, 1985 UTU National Agreement, which Q and A reads:

"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."

As concerns computation of the initial terminal delay time, the record shows that after the Claimant crew arrived at 2200 hours for its service trip at Flat Rock Yard, that the train did not leave its initial terminal until 0020 hours. Therefore, with a deductible time of 75 minutes pursuant to Article 61(a), payment of initial terminal delay time commenced at 2315 hours, or a payment of one hour and five minutes.

Accordingly, in the facts and circumstances of this case, the claim will be sustained, but only to the extent as reduced or amended by the Organization to one hour and five minutes initial terminal delay payment.

**AWARD**

Claim sustained in accordance with the Findings.

**ORDER**

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 effective 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 30th day of June 1998.