

**NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION**

Award No. 24944
Docket No. 44633
98-1-97-1-U-1947

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

PARTIES TO DISPUTE: (**Brotherhood of Locomotive Engineers**
(**Union Pacific Railroad Company (former Missouri**
(**Pacific Railroad Company)**

STATEMENT OF CLAIM:

“Claim of various engineers for various dates, for various amounts of time and/or penalty account called in multiple dog catch service and used in excess of the miles provided in the short turn around agreement. (See Attachment A)”

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.

Claimant T. L. Weeks was working as an Engineer in Interdivisional Service between Fort Worth and Houston, Texas. On June 13, 1995, he was called to “dog catch” one or more trains and bring them back to Fort Worth. Claimant was used in combination service and retrieved two trains. The combined service of two round trips was for a total of 117.6 miles. As a result, Claimant filed two time slips. Each time slip

claimed a basic day account he was used in violation of Article 4, Section k, of the Schedule Agreement, which states the following:

“CALLING CREWS FOR STRAIGHT AWAY AND OR TURN-AROUND

Men called in freight service must be notified at the time of call if they are in one-way or turn-around service. Call cannot be changed unless changed before crew arrives at destination or turning point. This does not in any way change side trip or lapback understandings.

- k. Engineers in pool or irregular freight service may be called to make short trips and turn-arounds with the understanding that one or more turn-around trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day, provided, (1) that the mileage of all the trips does not exceed 100 miles, (2) that the distance run from the terminal to the turning point does not exceed 25 miles, and (3) that engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to the first-in, first-out rule or practice.**

Crews to be notified when called that they are to make short trips or turn-arounds as provided in this paragraph.”

The Organization takes the position that dog catch service is synonymous with short turn around trips. Consequently, the terms of paragraph k apply to the assignment performed by Claimant and any violation of those terms requires a penalty day's pay.

Carrier contends that dog catch service is not the same as short turn around service and Article 4, k, does not apply to the instant case.

This Board has reviewed the record in considerable detail and studied the Board Awards submitted by both parties. As a result of this review, it is the Board's conclusion that the majority of the well-reasoned Awards on the subject support Carrier's position. It is clear from these Awards that dog catch service is not the same as short trips and turn arounds as contemplated in Article 4, paragraph k, cited by the

Organization. The Organization has not been persuasive in its argument that Article 4, k, restricts the manner in which Carrier can assign Engineers to dog catch service.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of First Division

Dated at Chicago, Illinois, this 17th day of September 1998.