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**NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION**

Award No. 25178

Docket No. 44853

01-1-99-1-U-2100

The First Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

(Brotherhood of Locomotive Engineers

PARTIES TO DISPUTE: (

(Union Pacific Railroad Company (former Chicago and
(Eastern Illinois Railroad Company)

STATEMENT OF CLAIM:

“Claim of Engineer R.K. Reeder for 130 miles deadhead separate and apart June 29, 1997, 130 miles deadhead separate and apart for July 19, 1997, 390 miles deadhead separate and apart for June 17, 1997 and 100 miles deadhead separate and apart for July 13, 1997 account not notified to combine his deadhead with service portion of his trips in accordance with Article VI of Arbitration Award No. 458 including Side Letter No. 4, Paragraph 11-A as well as Item No. 6 of System Agreement - Claims Handling Process effective June 01, 1996.”

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 Carrier's procedural contentions on combining claims are without merit in this particular case, as are the Organization's procedural contentions. The Carrier's

for final tie-up at 11:35 A.M. The Claimant filed claim for an additional 150 miles for deadhead separate and apart for the 7:40 A.M. deadhead. Where the Carrier envisions using an engineer for multiple dogcatch service, it may call such an engineer for this service, subject to contractual obligations, and notice to the engineer when called that he or she will be used in combined service and deadheading for the multiple trips is proper and sufficient notice. However, the Carrier has not met its burden of persuasion that any such notice was given, other than the initial call for combination service to protect Train MNLRP-18. We shall sustain this claim.

III.

On June 17, 1997 at 3:15 P.M., the Claimant was called to deadhead in combination service from Salem, Illinois, to Mt. Vernon, Illinois, to protect Train CKDRL-17. After arriving Mt. Vernon, Illinois at 4:25 P.M., the Claimant was informed that he would have to continue on to Benton Siding to pick up the train. He arrived at Benton Siding for the service portion of his trip at 5:10 P.M. The Claimant departed Benton Siding on Train CKDRL-17 at 5:50 P.M., arriving back in Mt. Vernon, Illinois, at 6:35 P.M., delivering the train at 9:00 P.M. The Claimant was then required to deadhead from Mt. Vernon, Illinois, to Ina Siding to protect Train MTXGF-17. He departed Mt. Vernon, Illinois, at 9:00 P.M. arriving at Ina Siding at 9:45 P.M., departing Ina Siding at 10:30 P.M. The Claimant worked Train MTXGF-17 from Ina Siding to Salem, Illinois, arriving Salem at 1:25 A.M., final tie-up at Salem, Illinois, at 2:30 A.M. on June 18, 1997. The Claimant filed claims for 390 miles deadheads separate and apart.

It is undisputed that the Claimant was called in combination service to work Train CKDRL-17. The fact that instructions changed at Mt. Vernon and he was required to continue his deadhead onto Benton Siding to pick up the train he was called to work, does not require the Carrier to give additional notice regarding combining service and deadheading. The Claimant arrived at Mt. Vernon at 4:25 P.M. and departed Mt. Vernon at 4:25 for Benton Siding and then picked up Train CKDRL-17. No basis exists to claim a deadhead separate and apart from service in connection with Train CKDRL-17.

The Carrier has not met its burden of persuasion that the Claimant was notified that his deadhead to Ina Siding to protect Train MTXGF-17 was to be combination

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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 5th day of March, 2001.