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**NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION**

Award No. 25182

Docket No. 44857

01-1-99-1-U-2104

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

**PARTIES TO DISPUTE:** (Brotherhood of Locomotive Engineers  
(Union Pacific Railroad Company (former Chicago and  
( Eastern Illinois Railroad Company)

**STATEMENT OF CLAIM:**

“Claim of Engineer M. Marshall for 260 miles deadhead separate and apart for August 24, 1997 and 130 miles deadhead separate and apart for August 26, 1997, account not notified to combine his deadhead with the service portion of his trip 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.

I.

On August 24, 1997, the Claimant, Engineer M. Marshall, was called to protect Train MNLSM-23 which had expired under the Hours of Service Law. He was to deadhead from Salem, Illinois, to Mt. Vernon, Illinois, to pick up the train, and he was called in combination service. After completing his service on Train MNLSM-23 he performed two additional deadheads to pick up Trains MNLPI-23 and MPHIOX-24, and he filed claims for 130 miles for each of these two deadheads, claiming he was never notified at any time to combine these deadheads with the service portion of his trip. When the Carrier intends to use an engineer for multiple dog catch service, it may call an engineer for this service, subject to its 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 in this case that notice was given, other than the initial call for combination service to protect Train MNLSM-23. We must sustain this claim.

II.

On August 26, 1997 at 2:00 A.M. the Claimant was called to deadhead from Salem, Illinois, to Kell, Illinois. He departed Salem on his deadhead at 2:00 A.M., arriving for service at Kell at 4:15 A.M. The Claimant then performed service on Train MNLPR-25 from Kell, Illinois, to Salem, Illinois, arriving at Salem at 6:45 A.M., with final tie up at Salem at 11:05 A.M. on August 26, 1997. The Claimant claimed 130 miles deadhead separate and apart because he was not informed by CMS to combine service when he was called. The Carrier has not met its burden of persuasion, and we shall sustain this claim.

AWARD

Claim sustained.

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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.