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**NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION**

Award No. 25185

Docket No. 44860

01-1-99-1-U-2107

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 R.K. Reeder for 260 miles deadhead separate and apart for July 21 and 260 miles deadhead separate and apart for July 24, 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 July 24, 1997, the Claimant, Engineer R. K. Reeder, was called to deadhead from Paducah, Kentucky, at 7:15 P.M. to Cook Coal Terminal at Metropolis, Illinois,

to operate Train CACRT-23 from Metropolis to Benton, Illinois, a distance of 84 miles. The Train arrived at Benton, Illinois, at 4:25 A.M. on July 25, 1997. After delivering his Train at Benton, Illinois, the Claimant was deadheaded from Benton, Illinois, to Salem, Illinois, to the terminal of his regular assignment, the Salem Engineers' Guaranteed Extra Board.

The Organization contended that the Claimant was not instructed at any time to combine either of the two deadheads with the service portion of his trip. The record establishes that the Claimant asserted a lack of proper notice to combine service and deadheading on the dates in question. The Carrier has failed to produce evidence refuting this assertion. We shall sustain this claim.

II.

At 8:45 P.M. on July 21, 1997, the Claimant was called to deadhead from Paducah, Kentucky, to Cook Coal Terminal at Metropolis, Illinois. He arrived at Cook Coal Terminal at 10:15 P.M. on July 21, 1997, to begin the service portion of his trip. The Claimant began his service trip at Cook Coal Terminal at 10:15 P.M. on July 21, 1997, on Train CACRM-19. The service portion of the Claimant's trip ended at Benton Junction, a distance of 84 miles at 4:25 A.M. on July 22, 1997, after delivering his Train to another crew. At that time the Claimant was deadheaded from Benton Junction to Salem, Illinois, the location of his permanent assignment, the Salem Engineers' Guaranteed Extra Board. He arrived at 5:25 A.M. at Salem, Illinois, tying up at 6:00 A.M. on July 22, 1997.

The Claimant asserted that he was not instructed at any time to combine either of the two deadheads with the service portion of his trip. The Carrier has failed to produce any evidence refuting this assertion. 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.