

PUBLIC LAW BOARD NO. 5028

Award No. 3

Case No. 3

UTU File 1075-1058-108

UP File IDDC-1022

Parties United Transportation Union
to and
Dispute Union Pacific Railroad Company
 (South Central District)

Statement
of Claim: Claim of Brkmn M. A. Clapp for an additional 132 miles for
October 11, 1985, account required to fly catch three trains
outside the terminal of Nampa.

Findings: The Board has jurisdiction by reason of the parties
Agreement establishing this Board therefor.

The Claimant, on October 11, 1985, along with Conductor C. E. Brewer, were called from their respective extra boards at Nampa, Idaho, herein called as a fly catch (relief service) to relieve the crew, for crew of trains that had outlawed under the Federal Hours of Service Law. The crew was transported (deadheaded) to Nyssa, Oregon and there provided the relief service to the crew of Extra 3277 east, 2/HLA, which had tied up at that point under the Federal Hours of Service Law. The Claimant and his Conductor departed at 3:30 AM from Nampa and arrived back at Nampa at 6:10 AM, some 2' 40" later.

In the interim, the road crew of Extra 3413 West, SASHW, tied up at the station of Owyhee under the Hours of Service Law. The Claimant and his Conductor departed Nampa at 6:55 AM, were transported (deadheaded) to Owyhee arriving at 7:30 AM, to provide the relief service to the crew of that train. They departed from Owyhee with the outlawed train at 7:40 AM and arrived back at Nampa at 8:10 AM an 1' 15" later.

In the interim, another road crew on Extra 3478 West, CAH, tied up at Fox Station under the Hours of Service Law. The Claimant and his Conductor were again transported eastward from Nampa to Fox and provided the necessary relief service to the said outlawed crew. The Claimant departed from Nampa at 8:55 AM and arrived at Fox at 9:15 AM. The Claimant departed Fox at 9:20 AM, arriving at Nampa at 9:30 AM. There they set off their cars in East Yard Track No. 4 and yarded the remainder of the train in ice house track No. 5 and then registered off duty at 11:05 AM. The total time of duty spent in "relief service" (fly crew service) for which the Claimant got a call, was 7 hours and 35 minutes.

The Conductor submitted two time claims. On time slip No. 1 he claimed 136 miles covering the combination transport and service trip Nampa-Nyssa and Nampa, 3:30 AM to 6:55 AM. On time slip No. 2, the Conductor submitted a slip for 145 miles covering the combination transport and service Nampa-Owyhee and Nampa, 6:55 AM to 8:10 AM. Then, Nampa-Fox-Nampa 8:55 AM to 9:30 AM and 13 miles yard switching after yarding their final train.

For the service performed on time slip No. 1 and 2 the Claimant's request for payment of 281 miles was denied. Carrier allowed the Claimant a total of 149 miles, representing 129 straight miles run in relief service and 20 miles final terminal delay.

The UTU argues that Rule 47, the basic day rule, specifies road service to be 100 miles or less, 8 hours or less, straight away or turnaround constitutes a day's work. Also, that Rule 49 - Short Turn Around Freight Service - rule, spells out the conditions to be met when more than one trip from the terminal is involved, i.e., no miles run exceeds 100, that the distance from the terminal to the turning point must not exceed 25 and third that the brakeman shall not be required to work on a succeeding trip out of the initial terminal after having been on duty in excess of 8 hours. The UTU noted that Rule 49 requires the Brakeman to be notified at the time of call of the intended trips. The UTU disagrees with the conclusion reached in Case No. 10 of PLB 2703 a somewhat similar case.

The Board finds that the Claimant was not called in short turn around service but rather in relief service. The Claimant, as called, reported for duty at 3:30 AM. He was released from duty at 11:05 AM which reflects a total of 7 hours and 35 minutes elapsed time on duty for performing the relief service in question. The first trip thereof was 3:30 AM on duty at Nampa to Nyssa, OR (35.5 miles). He returned therefrom to Nampa by 6:10 AM. That service involved 2 hours and 40 minutes.

The second trip was a 6:55 PM departure from Nampa to Owyhee (the 24.2 miles). He returned therefrom to Nampa at 8:10 AM. The total time involved was 1 hour and 15 minutes.

The third and last trip was a 8:55 AM departure from Nampa to Fox (8 miles). The Claimant returned therefrom to Nampa at 9:30 AM. 35 minutes was spent in that trip. The Claimant went off duty at 11:05 AM.

The above 3 trips were encompassed within the 7 hours and 35 minutes time on duty for the relief service. The

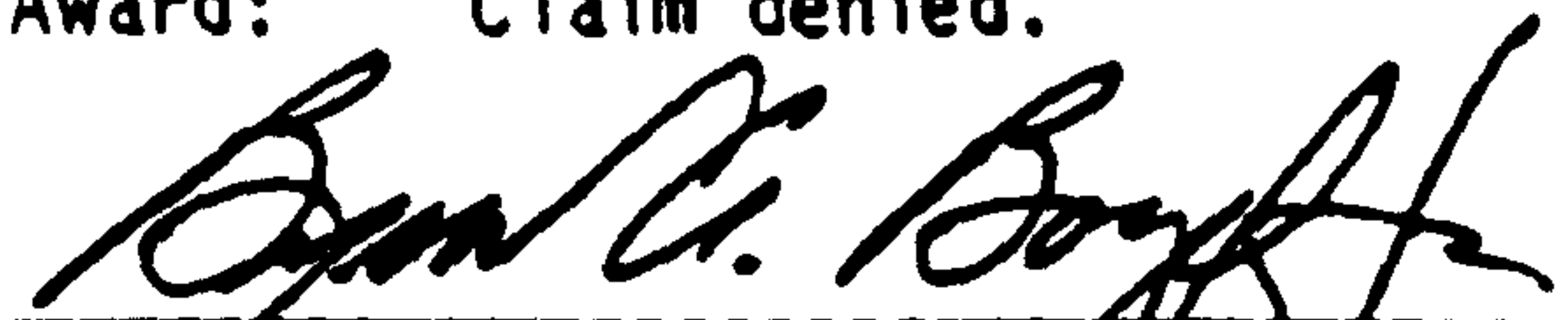
Claimant requested payment for the 281 miles on two time slips. The Claimant was allowed a total of 129 miles. That represented 129 straight miles in relief service and 20 miles FTD.

The Claimant was properly paid. There was no automatic release rule shown. Hence, the series of three trips to relieve crews who had outlived under the Hours of Service Law at various times at different locations, was properly encompassed within single his tour of duty.

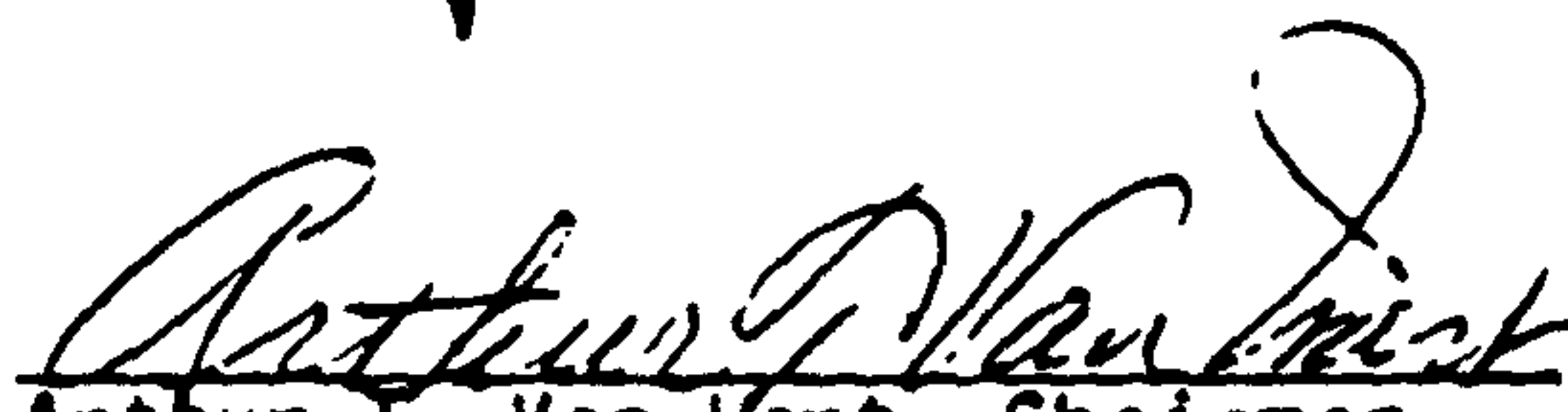
The facts herein are identical in principle to those found in property Award No. 10 of PLB 2703 (Ables) which involved a Conductor and a similar claim and identical rules as here involved. There the Claimant Conductor deadheaded to a point 42.1 miles from Nampa and returned in relief service to Nampa. Thereafter the Conductor was deadheaded to another point 23.6 miles from Nampa and returned therefrom in relief service. The Conductor Claimant sought to be paid for two separate distinct trips in relief service in lieu of the 131 miles in continuous service that he was allowed. PLB No. 2703 denied such claim. The Award spelled out the rules here involved and offered in support. PLB No. 2703 denied the claim on the basis that Rule 42 - Short Turn Around Freight Service was not a pay rule but was a call rule. The Conductor was obviously not called under Rule 42.

This Board will follow that Award. While there may be a dispute between the parties as to the actual miles involved, as far as the performance of service, the Claimant appears to have been properly paid. Therefore, this claim will be denied.

Award: Claim denied.


Byron A. Boyd, Jr., Employee Member


L. A. Lambert, Carrier Member


Arthur T. Van Wart, Chairman
and Neutral Member