

SPECIAL BOARD OF ADJUSTMENT NO. 894

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BROTHERHOOD OF LOCOMOTIVE ENGINEERS	:
	:
"Organization"	:
vs. (	:
	:
CONSOLIDATED RAIL CORPORATION	:
	:
"Carrier"	:
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Case No. 1471

Award No. 1471

STATEMENT OF CLAIM

Claim of Engineer D. G. Sims for payment of a separate service deadhead on July 6 and 14, 1989, as opposed to the combined service deadheading that he was allowed. Please arrange to have copies of the Train Dispatchers sheets for these two dates available at the claim conference.

BLE File No: ABC-E-136-752-80  
System Docket No: CRE-12812

OPINION OF THE BOARD

On the first date of claim, July 6, 1989, Claimant was the assigned Engineer on Work Train WOR-302, reporting for duty at 5:00 a.m. at Selkirk, New York. In dispute is whether Claimant was notified when he was called that all deadheading in connection with the assignment would be combined with service. On the second date of claim, July 14, 1989, Claimant was called at his away from home terminal, Beacon Park, Massachusetts, to work light engine assignment ENG-300 to Framingham, Massachusetts. In dispute is whether Claimant was notified when called that all deadheading in connection with the assignment would be combined with service. Contending that on both claim

dates he was not notified when called that all deadheading would be combined with service, Claimant submitted claim for payment of one day of pay for a separate service deadhead on both claim dates.

The Organization asserts that Claimant has credibly maintained that on the claim dates he was not instructed to combine his service with deadhead. The Organization notes that Carrier did not charge Claimant with falsification of documents when Claimant submitted timeslips consistent with this claim. The Organization further argues that while Carrier has contended that its records established Claimant was notified to combine deadhead with service on both claim dates, the Organization was never provided with copies of these alleged records. The Organization therefore asserts that the claim has merit.

Carrier contends that its records, specifically computer assisted crew dispatching train records, establish that Claimant was timely advised on both claim dates concerning the manner in which his service was to be combined with deadheading. Carrier therefore believes Claimant was compensated consistent with the Agreement and precedent when he was allowed continuous time and mileage for his service in deadheading on these dates.

The Board has determined that the claim must be sustained.

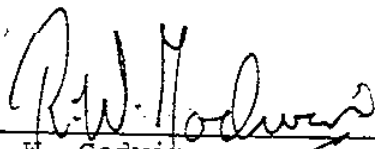
Initially, it must be noted that the Board has not considered the procedural argument originally raised by Carrier. more specifically, Carrier at first argued that the Board may not have jurisdiction to hear this case. Thereafter, without

prejudice to its position, Carrier withdrew that argument and requested that the Board render a decision in this case on its merits.

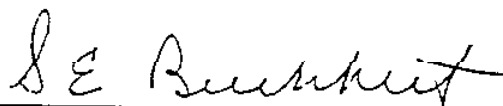
As to the merits, the outcome of this claim turns on whether on the claim dates Claimant was advised when called that all deadheading in connection with the assignment would be combined with service. If so, pursuant to the Agreement Claimant was properly compensated. If not, pursuant to the Agreement the claimant is entitled to the additional compensation he seeks. In a case such as this, the Board's determination must be based upon the particular facts present. Here, there is no reason apparent in the record why this Claimant would make a false claim and pursue that claim through submission of falsified time records. Furthermore, the Board concludes that on the property Carrier did not effectively refute Claimant's assertion. Accordingly, based upon the specific facts of this case, the claim will be sustained.

AWARD

Claim sustained. All money owed to be paid within 30 days.

  
R. W. Codwin,  
Organization Member

  
~~RECEIVED~~  
Carrier Member

  
S. E. Buchheit,  
Neutral Member

7-24-95