

SPECIAL BOARD OF ADJUSTMENT NO. 824

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BROTHERHOOD OF LOCOMOTIVE ENGINEERS	:
	:
"Organization"	:
	:
vs.	:
	:
CONSOLIDATED RAIL CORPORATION	:
	:
"Carrier"	:
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Case No. 1581

Award No. 1581

STATEMENT OF CLAIM

claim of Engineer J. R. Farren for 108 miles each date for a separate deadhead straightaway minus combine already paid. Engineer Farren was not called in combine service from Dickinson, WV to Hobson, OH or the return trip.

BLE File No: DE-E-106-714-91  
System Docket No: CRE-15122

OPINION OF THE BOARD

On March 3, 1991, Claimant, who was occupying a position as a reserve service engineer at Dickinson, West Virginia, was ordered to operate Train USG-17. Claimant drove his personal automobile to Hobson, Ohio. After operating his train from Hobson to Columbus, Claimant took rest at a lodging facility. Claimant next operated train WTM-32J from Columbus to Hobson. Upon arrival at Hobson, the final terminal for Claimant's assignment, he again drove his personal automobile from Hobson to Dickinson, West Virginia. Carrier subsequently compensated Claimant on a continuous time basis. Claimant, however, sought payment of a separate deadhead to/from Dickinson and Hobson. The

instant claim resulted.

The Organization asserts that Claimant was never notified at the time of call or prior to completion of his tour of duty that he was to combine his service with deadhead. Carrier, relying upon crew dispatcher records, contends that Claimant was notified on each date that deadheading would be combined with service.

The Board has determined that the claim must be sustained.

It is clear from a review of Article G-c-1, as amended by the Award of Arbitration Board No. 458, that Carrier may decide to combine deadhead with service if it so notifies the involved engineer at the time called. The dispute in this case therefore does not involve a matter of Agreement interpretation, but rather a factual question as to whether the Claimant in this particular case was in fact given timely notification on the dates in question to combine deadhead with service.

After careful consideration of the record, the Board is here persuaded by the Organization that Claimant did not receive the required notification. Claimant, as the Local Chairman, would undoubtedly have understood were he instructed to combine deadhead with service. It is clear that Claimant contends, however, that he did not receive such instruction. Moreover, there is nothing in the record indicating why Claimant would falsely and fraudulently, and at cost to his reputation with Carrier, contend that he had not received such notification if in fact he did merely to receive the amount of money here at issue. In these circumstances, the records relied upon by Carrier are an

insufficient basis upon which to impeach claimant and deny the claim.

Accordingly, the claim will be sustained.

AWARD

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

R. W. Godwin  
R. W. Godwin,  
Organization Member

SA Friedman  
J. F. Glass SA FRIEDMAN  
Carrier Member

S. E. Buchheit  
S. E. Buchheit,  
Neutral Member