

PUBLIC LAW BOARD NO. 4450

AWARD NO. 24
NMB CASE NO. 24
UNION CASE NO. C - 800 - 282
COMPANY CASE NO. 9203107

PARTIES TO THE DISPUTE:

UNION PACIFIC RAILROAD
Western Region
(Feather River Division)

- and -

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

STATEMENT OF CLAIM:

Claim of Engineer G. E. Bridgeman timeslip No. 14 dated July 17, 1992, for a basic day's pay due to being required to depart the terminal for more than one dog catch.

OPINION OF BOARD:

As noted in previous decisions of this Board, Carrier's Western Region consists of four formerly independent properties which now comprise four divisions of the Western Region, each with its own collective bargaining agreement. This case is one of a number of dog catch/fly catch compensation cases simultaneously filed on the various divisions. This particular case arose on the former Western Pacific Railroad property, now known as the Feather River Division of Carrier's Western Region.

On July 17, 1992, Engineer G. E. Bridgman held assignments on the Engineer's extra boards at Portola, California. On that date, Claimant was called in unassigned service to perform dog catch duties. He reported for duty at 2:45 AM and was transported

eastward to the station of Hawley, California, to provide relief service for the road crew, SLOAZ/14, which had tied up at that point under the Federal Hours of Service Law. Claimant departed from Portola at 2:45 AM, and arrived back at Hawley at 3:50 AM. In the meantime, the road crew of the OGST/14, had tied up at the station of Scotts under the Federal Hours of Service Law. Claimant was transported eastward from Portola to Scotts to provide relief service for that road crew. Claimant departed from Portola at 4:45 AM and arrived back at Portola at 5:50 AM and registered off duty at 7:00 AM. The total time on duty in "Relief Service" for which Claimant had been called was 4'15".

For the above tour of duty, Claimant submitted two time returns identified as Trip Slip Nos. 113 and 114 on which he made claim on behalf of himself as follows:

TRIP SLIP NO. 113

118 miles - covering the combination transport and service trip Portola - Hawley - Portola, 2:45 AM to 4:00 AM

TRIP SLIP NO. 114

118 miles - covering the combination transport and service trip Portola - Scotts - Portola, 4:00 AM to 7:00 AM.

For the service performed on July 17, 1992, Claimant requested payment on Trip Slip Nos. 113 and 114 a total of 236 miles.

The Carrier's Timekeeper allowed Claimant a total of 118 miles which represented 59.4 straight miles run in relief service and declined payment of the additional 118 miles requested by Claimant.

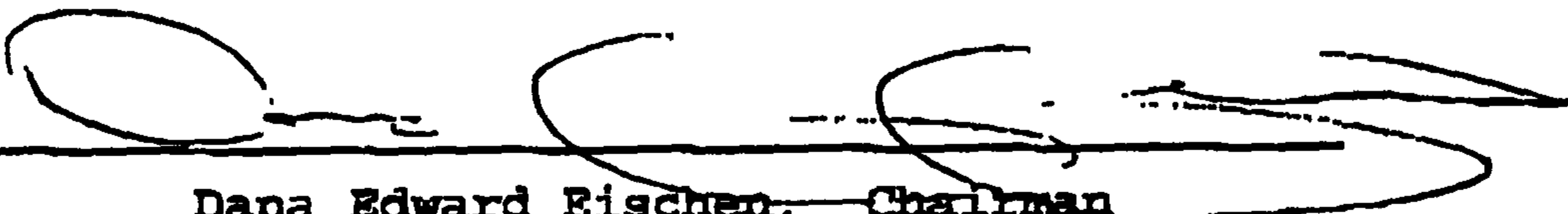
In this case, the BLE argues that Carrier violated Rule 39

Terminal, Rule 86 First in-First out and Rule 48 Zone by requiring Claimant to make multiple dog catch/fly catch trips, i.e., Hours of Service Laws relief trips, during a single tour of duty, without paying a separate day for each such trip. The Board notes that it has been previously determined there is no express "automatic" terminal release rule on the Feather River Division. PLB 1348-9 (Seidenberg, 1975). Nor do we find persuasive the Organization's contention that Rules 30, 39 and 86 implicitly constitute or have been by practice applied as automatic terminal release rules. See NRAB 1-22873 (Dolnick, 1975).

In the absence of an applicable terminal release rule, this Board has followed the holdings of PLB 5028-3 (Van Wart, 1993) that Carrier correctly compensates operating employees called in multiple hours of service relief work by paying the greater of a minimum basic day, actual miles or total time on duty, plus any penalties or arbitraries which apply. With regard to the Short Turnaround Service Rule, the Board finds no reason to reject the holdings in PLB 2703-10 that Rule 48 is a call rule not a pay rule. Nothing in this record supports a conclusion that Carrier had a contractual obligation to call Claimant under Rule 48 to perform multiple dog catch duties. So far as the record shows, he was called off the extra board in "unassigned service" and was properly utilized and compensated on claim date.

AWARD

Claim denied.



Dana Edward Eischen, Chairman

Dated at Ithaca, New York on December 2, 1994



Union Member

Dated at 12/14/94
on _____



Company Member

Dated at Springfield
on 12/14/94