

PUBLIC LAW BOARD NO. 5680

PARTIES TO DISPUTE:

United Transportation Union

- and -

Union Pacific Railroad Company

AWARD NO. 8

CASE NO. 8

STATEMENT OF CLAIM:

Claim of Engineer G. N. Farris for payment of combination deadhead service miles in lieu of separate and apart miles on March 29, 1988.

FINDINGS:

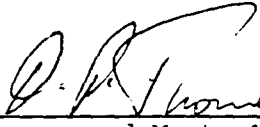
This Public Law Board No. 5680 finds that the parties herein are Carrier and Employee, within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

The Claimant, G. N. Farris, was employed in the Carrier's service as an Engineer and was assigned to the Pocatello, Idaho to Nampa, Idaho interdivisional freight pool in March, 1988. On March 29, 1988, Engineer Farris was called at his home terminal, Pocatello, for an on-duty time of 6:00 a.m. to deadhead separate and apart from service by van to the away-from-home terminal, Nampa, a distance of 243 miles. Prior to his departure, Mr. Farris was instructed to contact the dispatcher upon arrival at Glenns Ferry as there might be a need for the crew to dogcatch another train. The Claimant called, as instructed, and his services were not needed. Mr. Farris submitted a timeslip claiming 243 miles alleging that because he was required to call the Train Dispatcher en route, he is entitled to have his deadhead combined with service rather than being paid a separate and apart deadhead.

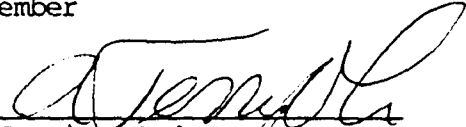
On the claim date Mr. Farris was specifically called and notified to deadhead separate and apart from the service period in accordance with Article VI Section 2. Use of the telephone at Glenns Ferry to call the dispatcher to see if service was required, was not performing "service". He is not entitled to have his deadhead combined with service for pay purposes. He was properly paid a separate and apart deadhead.

AWARD

Claim denied,

  
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Chairman and Neutral Member

  
\_\_\_\_\_  
Organization Member

  
\_\_\_\_\_  
Carrier Member

DATED: 3/27/96