

BEFORE
PUBLIC LAW BOARD NO. 1146

UNITED TRANSPORTATION UNION - E

AWARD No. 25
CASE NOS. 25 & 26

and

SEABOARD COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIMS:

Claim of Engineman F. D. Collins on his time ticket No. 3 dated September 6, 1974, claiming 100 miles at Local Freight rate account run through home terminal to Crystal River Subdivision. (Case No. 25)

Claim of Engineman B. J. Poe on his Time Ticket Nos. 12-1/2R and 13-1/2R dated July 15 and 16, 1974, claiming 100 mile day account assignment improperly assigned. (Case No. 26)

OPINION OF BOARD:

Each of these cases involves Trains 772 and 773 which were established by the following bulletins; the first, posted under date of June 18, 1974:

"Effective Monday, June 19, 1974 Turn-Around Local Freight service is established between Dunnellbn and Wilcox and as and when necessary, Dunnellon and Crystal River. Home Terminal Dunnellon, going on duty 9:00 A.M."

and then, in the second on July 15, 1974:

"In accordance with the as and when necessary Agreement, the following changes are effective Tuesday, July 16, 1974:

Trains 772 and 773 are assigned to operate north from Dunnellon to Wilcox and south to Crystal River. Assigned mileage 131 miles."

In each of these cases the Organization claims that the trip "south to Crystal River" and return to Dunnellon be counted as a separate trip for which the Claimant is entitled to the minimum 100 miles pay, rather than just part of the 131 miles assigned in the bulletin; this claim depends

basically on considering Dunnellon the home terminal at all times during the operation of the involved train.

But Carrier argued from the beginning and argues in its

Exparte Submission:

"Dunnellon was not the Claimant's home terminal each day until he actually tied up at that location."

only

that is, Dunnellon is the home terminal/at the reporting time and at the time of actually tying up at the end of the day. Carrier cited two First Division awards which support this position: No. 14777, which is most direct on the question, and No. 21164 which infers it.

The Organization has not directly met this question and has thus failed to prove that Dunnellon is, as it claims, the home terminal at times other than the time the train actually tied up there: the truth of the Organization's assertion is not the necessary inference from the fact that separate train orders are issued for the Crystal River leg. Thus the Organization failed to prove that paying Claimants according to the Carrier's July 15, 1974 bulletin was violative of the Agreement.


FINDINGS:

Carrier did not violate the Agreement.

AWARD:

Claims denied.


DANIEL HOUSE, Chairman and Neutral Member


R. L. McCOLLUM, Organization Member
Desert


D. C. SHELDON, Carrier Member

Jacksonville, Florida, March 13, 1978