



FINDINGS:

The Board upon the whole record and all evidence finds that the parties to this dispute are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction. The parties were given due notice of hearings.

Article 57 (Turn Around Service) reads:

- "(a) Through freight runs between Lang and Dearoad, Lang and West Detroit or other points within the Detroit Terminal District, will be turnaround runs, with Lang as the home terminal.
- (b) Trainmen in pool or irregular freight service may be called on to make short trips and turnarounds, with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of one hundred (100) miles for the day, provided:
1. That the mileage of all trips does not exceed one hundred (100) miles;
  2. That the distance run from the terminal to the turning point does not exceed twenty-five (25) miles; and
  3. That trainmen shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty (8) consecutive hours except as a new day, subject to the first in, first out, rule.
- (c) Except as provided in Section (b) trainmen in road service will not be allowed to work a succeeding trip in continuous service out of the initial terminal if extra men are available. When they are so used they will be paid either on the basis of continuous time, with overtime commencing eight (8) hours after the time required to report for duty on the first trip, or on a separate trip basis with a minimum of one hundred (100) miles for each trip, whichever is the greater."

The Carrier applied the provisions of Article 57 (c). It is the Organization's position that the application of the above Article under the facts and circumstance is improper as Article 57 (b) bars the use of the Claimants in Turn Around Service. Thus Article 53 (a) (more than one class of road service rule) should apply.

The Organization alleges the crew could not be injected into Turn Around Service under Section 57 (b) for the following reasons:

- (1) the mileage of all trips was 138 actual miles;
- (2) the distance run from terminal to turning point exceeded 25 miles;
- (3) Article 57 (c) except as provided in (b) above, Trainmen in road service will not be allowed to work a succeeding trip in continuous service out of initial terminal if extra men are available.

The Organization alleges extra men were available while the Carrier alleges no extra men were available.

As we read the Agreement, Section (c) is an exception to Section (b) meaning; if the Claimants did not meet the requirements of Section (b) they should not have been run out of the terminal and injected into Turn Around Service if extra crews were available. However the rule goes on to state if used, they will be paid in accordance with the conditions stipulated therein.

The purpose of Section (c) is to protect the work for extra crews, if the crew in question does not qualify under Article 57 (b) for Turn Around Service and secondly, to establish the manner in which crews who do not qualify for the service under Section (b) will be compensated. It follows also that if extra crew members were available under the above facts and circumstances, they would be proper Claimants for the service and eligible to be compensated even though not used.

The Organization has alleged the service here constitutes more than one class of service and should be compensated on that basis. The Board is of the opinion that since the second trip was started out of the home terminal after completion of the first trip, it is in fact a new run. The Board is also of the opinion two classes of service rule contemplates performing more than one class of service during a single trip. Train 401 was picked up at Gibraltar Road and yarded at Lang (the home terminal) which completed the trip. A second trip was commenced when crew was then sent to Delray Yard to pick up train No. 420.

The Organization filed a claim for 100 miles account of yarding train 401 in Lang Yard (home terminal). Since the Claimants had taken over the train at Gibraltar Road and yarded the train at the home terminal of the run we find no basis for the claim.

On the second trip the crew was ordered to pick up Train No. 420 at Delray Yard. There is a contention made by the Organization that since the service in question on the second trip was Road Switcher Service the crew could not go beyond the yard limit of Dearoad Yard in order to pick up Train No. 420. We have ruled that Road Switcher service ceased when Train 401 was yarded and a second trip started. The decision in Award No. 1 of Public Law Board No. 2227 on this property holds that mile post 50.2 West Detroit is the northern operating limits for Shore Line crews in through freight service. Thus we find the claim submitted on this basis is without merit since the service performed was on a freight run.

The Organization also claims 100 miles deadhead allowance from Lang Yard to Dearoad on the first trip and one hundred miles deadhead allowance Lang to Delray on the second trip.

Article 10, Deadheading reads in part:

"(a) Except as may otherwise be agreed upon, a trainman or yardman deadheading under orders will be allowed actual mileage, independent of service with a minimum of fifty (50) miles or four (4) hours if the deadhead does not exceed twenty (20) miles, or one hundred (100) miles or eight (8) hours if the deadhead exceeds the twenty (20) miles. The class of service requiring the deadhead shall determine the rate of pay."

It was necessary to transport the train crew to a point outside their home terminal in order to take over their duties on each trip. The Carrier placed the employes under pay at the home terminal, transported them by auto and paid them on a continuous time basis until they tied up. The Carrier contends they have the option of transporting the employes from a home terminal under pay rather than applying the deadhead rule.

This practice has been a major point of contention on this property as well as on a good many other properties, especially since the change in the Hours of Service law. There is merit to the contention by many opposing this practice, contending that it writes out the intent of the deadhead rule and secondly, vests the authority in the Carrier's hands as to when the deadhead rule will or will not apply

Those who oppose this interpretation point out that an order to travel to an outside point to perform service is deadhead service regardless of what the Carrier labels it and to treat it differently modifies the rule.

This issue has been before several Public Law Boards on this property. We think the issue evolves around the question that in line with the particular rule, does the Carrier have the option to place the employes in service at the home terminal where called and to travel them under pay or does the deadhead rule hold it to be a separate class of service.

The Board finds that prior precedent Awards on this property have held that the Carrier may place the employe on duty at the home terminal and transport the employe under pay and need not apply the deadhead rule. Award No. 15 of Public Law Board No. 820 on this property based on circumstances identical to the instant claim supports this conclusion as do other Awards from this property.

These Awards having previously interpreted the rule on this property denies the Organization's claim for deadhead allowance under the facts of this case.

Based on the above findings we hold the employes were properly compensated.

AWARD:

Claim denied.

Neil P. Speirs  
Neil P. Speirs, Chairman & Neutral

DJ Vane  
For the Carrier

A. R. Wells  
For the Organization  
 dissenting on issue of  
 combining deadhead with service.  
 dated March 24, 1981  
 Detroit, Michigan