

In reference to claim for time and one half for extended trip time, the applicable agreement covering such service reads as follows:

ARTICLE 71
Alternate Turning Points

"(a) Whenever road trainmen are turned short of their designated turning point they shall be allowed the mileage of their assignment.

(b) Whenever use of an alternate turning point is required, road trainmen operating beyond the scheduled turning point will be allowed actual miles or hours, whichever is the greater, at pro-rata rates, for the trip from their scheduled turning point to to the alternate turning point and return, in addition to and without deduction from their continuous trip earnings."
(emphasis added)

Article 71 above is an agreement provision which covers a specific situation on this Carrier's property. The rule establishes the conditions under which train service employes will be compensated in addition to their regular run. The rule also sets forth specifically how payment for such service will be computed by restricting the payment for such service to the pro-rata rate of pay.

In the opinion of the Board the payment for this service is limited by the specific Agreement. The general Agreement does not take precedence if we were to hold otherwise, the overtime rule and other general rules would take precedence thus nullifying the clear intent of the specific agreement.

A second contention is raised by the Organization alleging that deadhead or pay for travel performed on a Holiday is work and/or service and as such is subject to payment at the time and one half rate under the provisions of the Paid Holiday Agreement.

Under the facts and circumstances of this case, the crew had been released under the Hours of Service Act. Traveling to their tie-up point was subject to pay pursuant to a special rule.

First Division NRAB Awards have consistently held that dead-heading is not service as contemplated by the Agreement. The employes in this instance did not work or perform service as those terms are defined by Awards of the First Division NRAB.

(See First Division Award Nos. 4640, 4641, 14711, 14834)

The crew was allowed an arbitrary of 15 minutes in order to register off duty.

Article 68 providing for this allowance reads as follows:

"(a) A trainman will be allowed an arbitrary of fifteen (15) minutes at the pro-rata rate in addition to and without deductions from his trip earnings...."

The rule here states specifically that the arbitrary will be at the pro-rata rate.

It is the Board's opinion, the Paid Holiday Rule does not amend a specific rule. The Awards on this issue have held arbitrary payments which are for services independent of and in addition to the regular trip compensation, are not subject to the time and one half provisions of the Paid Holiday Agreement.

The Board finds the Claimants were properly compensated on the date in question.

AWARD:

Claim denied.



Neil P. Speirs, Chairman & Neutral



For the Organization



For the Carrier

dated August 25, 1981
Detroit, Michigan