

PUBLIC LAW BOARD NO. 949

PARTIES) CHICAGO & ILLINOIS MIDLAND RAILWAY COMPANY  
TO )  
DISPUTE) UNITED TRANSPORTATION UNION (T)

STATEMENT OF CLAIM: Claim of Roadmen Polk, Houk, December 25, 1970, for Holiday Pay account being on Chain gang with runs less than a 100 miles straightaway and on hourly basis.

FINDINGS: This Public Law Board No. 949 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.

In this dispute, the claimants were assigned as brakemen in Chain Gang Pool Freight Service. On December 24 and 26, the claimants were called from the Chain Gang Pool to operate and turn around through freight service from Shops to Peoria and return. The distance between Shops (Springfield) and Peoria is 84 miles. The Carrier alleges the claimants were operating a turnaround service and run 168 miles. The Carrier alleges that the note provides that crews operating in turnaround through freight service between Shops and any point within the Pekin switching limits will be paid not less than 100 miles in each direction. The claimant brakemen filed claims for holiday pay on December 25, alleging that they were in runs of less than 100 miles and entitled to holiday pay under the National Agreement. The Carrier has relied on the Jacob Seidenberg Award No. 1758 of Public Law Board No. 969. The Organization has relied on Award No. 1 of Public Law Board No. 307, by the same referee.

This Board has carefully examined both awards and cannot disagree with either. They are not in conflict. The instant case is more in accord with Award No. 1 of Public Law Board No. 307. Therein the Board found that the claimant was assigned to a regularly scheduled and assembled train even though it did not operate its scheduled departure time and that, in fact, the pool crew performed the work which had previously been done by local freight assignment and that changing the caption of the run did not change the essential nature of the run. The only remaining issue which must be resolved to qualify the claimants for holiday pay is whether they are confined to runs of 100 miles or less.

The Organization alleges that since they submit two time slips, one for the northward trip and one for the southbound trip, that they constitute two runs. Harold Weston in Award No. 10 of Public Law Board No. 824 held the claimant's run was not confined to the 84 mile distance between Dallas and Gainsville, but covered the round trip between those two points, which total 168 miles. For this work, which normally was performed within eight hours, he received two days pay. Under these circumstances, we cannot

validly conclude that he was confined to a run of 100 miles or less within the meaning of Article 1 Section 2-A of the controlling Agreement. In support of his position, he cited Awards 764 and 765 of SBA 180, Public Law Board No. 303, Award 3 SBA 678, Award 15 and Award 19 of Public Law Board No. 286. He further recognized that this decision was in conflict with Award 859 involving the same property.

The Organization has cited Award No. 4, Public Law Board No. 1047. This referee was the referee in that case. The facts therein were somewhat different. The claimant was called on the Extra 802 North, was tied up and then was called on Train 21, with 2 hrs 50 min. off duty to return to York. They were regularly assigned crews and worked every other day and were allowed 100 miles each way for their assignment. The crews were not called in turnaround service.

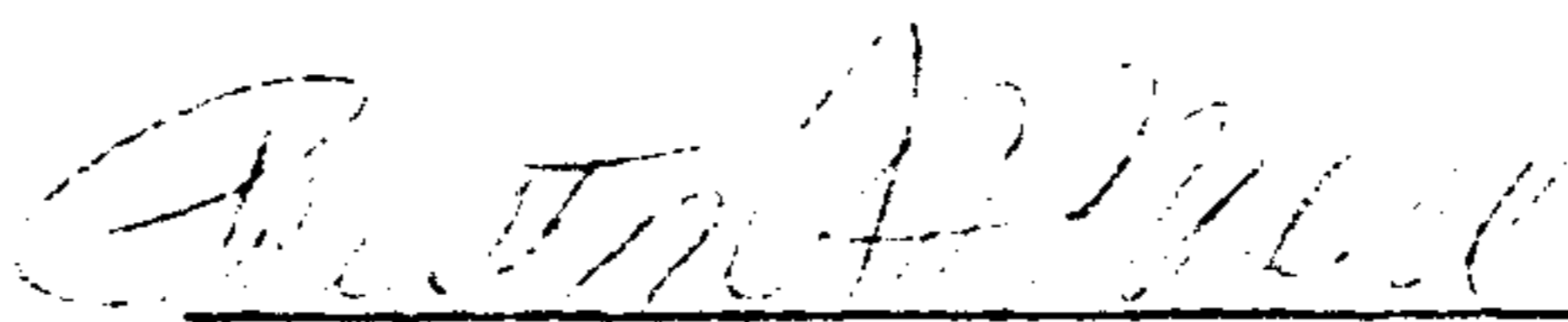
In the instant case, the evidence indicates that the claimants were called in turnaround service and, therefore, the reasoning set forth by Referee Weston, in Award 10 of Public Law Board No. 824, appears to be applicable. Without question, the claims would be valid if the crews were not called in turnaround service. The Organization has set forth that there are two separate time slips and alleges that on that basis, it is two separate trips instead of a round trip.


This takes a great deal of consideration and after much deliberation, the Board is referred to Rule 2 and the note thereunder which states:

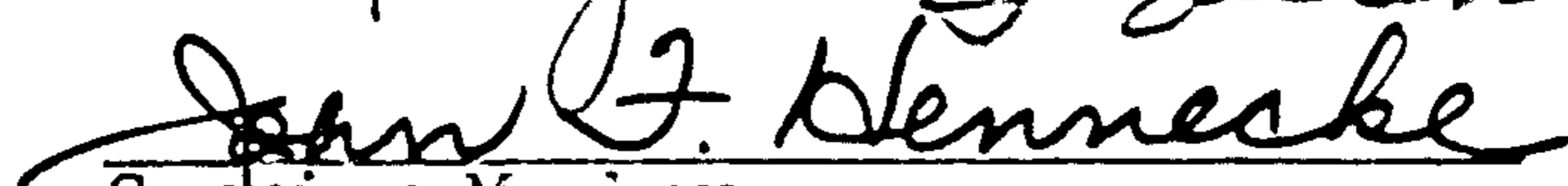
"Crews operating in turnaround through freight service between Shops and any point within the Pekin switching limits will be paid not less than 100 miles in each direction."

This indicates that the claimants were operated in turnaround through freight service and thus were not limited to 100 miles or less. It is also noted in Award No. 1 of Public Law Board No. 307, that the crews therein performed the service from Hobson to Dickinson on July 3 and on July 4 from Dickinson to Hobson. If in fact the claimant crews were operating in a similar manner, the claims would be sustained, but from the evidence herein it appears that the crews operated from Shops to Peoria and return on December 24 and again operated Shops to Peoria and return on December 26.

AWARD: Claim denied.

  
Preston J. Moore, Chairman

  
Union Member

  
Carrier Member

DATE: November 1, 1984