

PUBLIC LAW BOARD NO. 6284

PARTIES TO DISPUTE:

Brotherhood of Locomotive Engineers

-and-

AWARD NO. 4

CASE NO. 4

Burlington Northern-Santa Fe Railway

STATEMENT OF CLAIM:

Claim for Whitefish Extra Board Engineer G.D. Osler, Claiming one run-around on November 22, 1997, account denied work opportunity.

FINDINGS:

This Public Law Board No. 6284 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.

On December 8, 1997, Whitefish Local Chairman D.L. Helander submitted a claim on behalf of Engineer G.D. Osler, for a run-around on the extra board at 2230 on November 22, 1997. Local Chairman Helander contended that since Engineer Daniels had departed Whitefish, Montana on his second dogcatch after exceeding the provisions of the turn-around service rule on his first dogcatch to Red Eagle (32.3 miles one-way) as outlined in Engineer's Rule 13(c) of the Great Northern Schedule, then the Claimant was run-around.

This claim was declined by the Carrier's Timekeeping Department on December 17, 1997, advising the Local Chairman in part:

Claimant indicates was first out and rested at 2230 hours on November 22, 1997, when engineer D. R. Daniels departed Whitefish on his second dogcatch. However, BNSF Crew Calling records indicate that claimant was under call at 2223 hours on an KESXESX622 and thus was not available for service.

The claim was appealed by General Chairman Bratka on March 11, 1998, and was, subsequently, denied by the Carrier's Highest Designated Officer of Appeal

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on April 20, 1998. The claim was conferenced on the property between the parties on February 5, 1999, whereby, the Carrier reaffirmed its position that the Organization's claim failed to contain any agreement support or a proper claimant; therefore, the claim was improper. Subsequent discussions ensued between the parties wherein the Carrier contended that the short turn-around rule did not contemplate a run-around as claimed, and it cited awards supporting the position that employees who are called for assignments are no longer first out in board standing, thereby, negating run-around claims.

Engineer Daniels was called for short turn-around service from the Engineers' Extra Board at Whitefish with an on duty time of 1800 hours. Engineer Daniels was instructed to deadhead in combined service to Red Eagle, a station located 32.3 miles from the initial station, and return from Red Eagle with train G-SPLINB9-19A. He fulfilled these instructions and arrived at Whitefish at 2109 and completed the assignment at 2123. (See Train Activity Report) Engineer Daniels and crew exceeded the 25 mile limitation set forth in Article 13(c)(2). Thus, Mr. Daniels' crew was not used in short turn-around service on November 22, 1997. (See Award No. 29 of PLB 5444, O'Brien) The Carrier held Mr. Daniels on duty, and he and his crew were subsequently instructed to perform a second trip, dogcatching train G-CATTAC9-20A at MP 1179.5. The crew departed Whitefish in deadhead service at 2230 hours for this second trip.

Mr. Daniels' crew should have been automatically released under Rule 13(a) upon arriving at the end of their run at 2123, not fitting within the exception to Rule 13(a) because they had exceeded the 25 mile limit for the first trip set forth in Article 13(c)(2). The first out and available person on the Engineers' Extra Board should have been called for the second trip. The first out and available engineer is entitled to payment of 100 miles for a run-around under Rule 47.

The Carrier is correct in asserting the general principle that engineers who are called for assignments are no longer first out in board standing.

One critical focus as to the extra board standing of a claimant is that

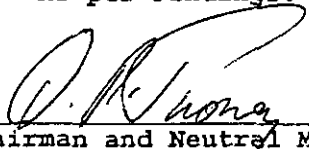
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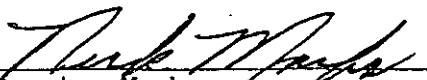
time when the Claimant should have been called for the service in question. The Organization shifted its focus to the Claimant's standing on the Extra Board at the time he should have been called for the 2230 hours service, changing from its initial assertion, which contended that Mr. Osler was first out and rested at 2230 hours when Mr. Daniels departed Whitefish; this change in focus connected to the Organization's discovery that Mr. Osler was under call for another assignment at 2223 hours. The Carrier was entitled to respond to this position, asserting on page 9 of its Submission that Mr. Osler tied up at 0955 hours on November 22, 1997 and booked twelve hours rest. Therefore, Mr. Osler was not rested until 2155 according to the Carrier and thus not rested by 2130, the time necessary to receive a one hour call for a 2230 assignment. We cannot verify these times in the record, and we remand this matter for verification and comment by the parties. Jurisdiction is maintained.

AWARD

As per Findings.

  
Chairman and Neutral Member

  
Employee Member

  
Carrier Member

Dated: Feb. 26, 2001