

PUBLIC LAW BOARD NO. 7433

Case No. 4
Award No. 4

United Transportation Union)
)
 vs) PARTIES TO DISPUTE
)
 Burlington Northern Santa Fe Railway Company)

STATEMENT OF CLAIM

Claiming 130 miles account I was in town, rested, and available for call when the Carrier deadheaded turn WIN2370 on train IBLKTRN3-06A without a conductor. I arrived in Winslow on train GMINBAR1-25A at 2330 on 05/04/05 with 8 hours and 40 minutes previous duty which made me available at 7:30 A.M. on 05/05/05. I am the oldest man in seniority on board 41 at Winslow who is not on the "No call list", therefore I stand first to be called for any extra service in accordance with Article 20(i) (8) (b). The Carrier did not call me for or attempt to call me from turn WIN2370 before they sent this turn out of town without a conductor. I should have been given the right to protect this service before this turn was sent out of town due to the fact I was in town, rested and available to protect this service.

FINDINGS

This Board finds the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due and proper notice of hearing thereon.

On May 6, 2005, Winslow pool turn 2370 did not have a conductor. The extra board was exhausted and there was simply no way to fill that temporary vacancy under the applicable agreements. Therefore, the turn was "paper deadheaded" to the objective terminal, meaning that the turn was there, but no conductor was actually on the turn. It was deadheaded on paper, in proper rotation at 5:40 a.m. on May 6th. The claimant was called later that day at 6:50 p.m.

As a result of the Carrier's action the Claimant filed this Claim. Claimant was regularly assigned to a pool turn in the Winslow pool. On the claim date the conductor on pool turn 2370 was unavailable. When that happens the Carrier makes a paper deadhead. The turn does not actually go out on a train. Train IBLKTRN3-06a stands for "blanked turn".

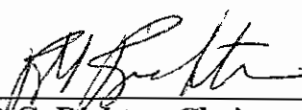
The Organization in its submission does not cite the train for which an improper deadhead was made, nor the employee who was deadheaded instead of the Claimant.

While the Carrier failed to explain why this “paper deadheading” is used, it appears that it is done so that the pool turns are kept in order.

The Organization carries the burden of proving the Agreement was violated. In its submission the Organization failed to prove the Claimant is entitled to compensation for a train turn not made.

AWARD

Claim denied.



R.G. Richter, Chairman
Neutral Member



D.L. Young
Organization Member



Gene L. Shire
Carrier Member

Dated 4/20/11