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MICHAEL YOUNG
General Chairman

MARK CHENCHAR
Vice General Chairman

JIM THOMPSON
Secretary-Treasurer

FAX ... FAX ... FAX ... FAX ... FAX ... FAX

THIS FAX IS DIRECTED TO: Tim Donnigan

COMPANY: General Chairman, Western Region

FAX NO: 208.232.5268

NO. OF PAGES INCLUDING COVER: 4

MESSAGE: From Vice Chairman Mark Chenchar, per your request.

DATE: January 29, 2007

SENT BY: Mike Young
General Chairman
BLET - UP/Eastern District

PUBLIC LAW BOARD NO. 5604

Case No. 95
Award No. 95

PARTIES TO DISPUTE: BROTHERHOOD OF LOCOMOTIVE ENGINEERS &
TRAINMEN

-and-

UNION PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM:

Claim of Engineer G. S. Ridge for one day's pay at the Guaranteed Extra Board rate for the second half of April 2002.

FINDINGS:

This Board upon the whole record and all the evidence, finds as follows:

That the parties were given due notice of the hearing;

That the Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as approved June 21, 1934;

That this Board has jurisdiction over the dispute involved herein.

On July 1, 1996, the parties entered into a Guaranteed Engineers' Extra Board Agreement for the Carrier's Eastern District, which includes Cheyenne, Wyoming. Engineers assigned to the extra board receive a semi-monthly guarantee per pay period. This guarantee is computed on a daily basis and does not apply to any calendar day on which the extra board engineer lays off or otherwise is not available for service.

The Agreement also states that engineers assigned to the guaranteed extra board for an entire pay period are entitled to one rest day during the pay period for which no deduction will be made from the guarantee subject to four enumerated exceptions. If an engineer does not take the rest day during the pay period, he is entitled to an incentive payment of one prorated guaranteed day representing the rest day not taken.

PLB No. 5604
Award No. 95

The Claimant, Engineer G. S. Ridge, was on the engineers' guaranteed extra board at Cheyenne, Wyoming for the entire second half of April 2002. He took his one rest day for this pay period on April 17, 2002. He also took a personal leave day on April 21 and another personal leave day on April 26, 2002.

The Carrier reduced the Claimant's guarantee for the second half of April 2002, by one day. According to the Carrier, the Claimant forfeited his right to take a rest day without a reduction in his guarantee when he subsequently took two personal leave days during the pay period.

The Organization contends that the Carrier violated the July 1, 1996 Guaranteed Engineers' Extra Board Agreement when it reduced the Claimant's guarantee by one day for the second half of April 2002, and this Board agrees.

The parties appended several questions and answers to the July 1, 1996 Engineers' Extra Board Agreement. Question and Answer #10 provides that:

Q10 Once a "rest day" is requested and granted, would a subsequent absence within the same pay period result in a reduction in guarantee for the "rest day"?

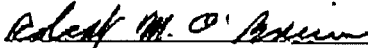
A10 No, those reductions in guarantee due to layoffs/absences do not apply to "rest days" taken within the constraints of the agreement.

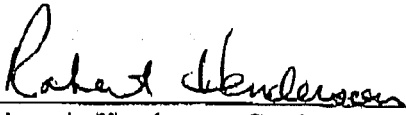
This explanation is clear and unambiguous. It literally applies to the Claimant for the second half of April 2002. The Claimant took the rest day to which he was entitled on April 17, 2002. According to Question and Answer #10, when the Claimant subsequently took personal leave days on April 21 and April 26, 2002, this did not affect the guarantee for the rest day he took on April 17, 2002. Question and Answer #10 are pellucid and must be applied as plainly written. Therefore, the Carrier did not have the right to reduce the Claimant's guarantee by one day for the second half of April 2002. The claim is sustained as a result.

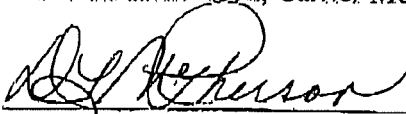
PLB No. 5604
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AWARD: Claim sustained.

Carrier is directed to make the within Award effective on or before thirty (30) days from the date hereof.


Robert M. O'Brien, Neutral Member


Robert A. Henderson, Carrier Member


Dale McPherson, Employee Member

Dated:

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179November 14, 1996
560.30-1

Mr. B. D. MacArthur
General Chairman BLE
217 Fifth Ave. South - #502
Clinton, IA 52732

Mr. D. L. Stewart
General Chairman BLE
44 North Main
Layton UT 84041

Mr. M. A. Young
General Chairman BLE
1620 Central Ave. - #203
Cheyenne WY 82001

Gentlemen:

This has reference to our meeting in Las Vegas on September 30, 1996, wherein we discussed the various guarantee extra board agreements which became effective recently, particularly that portion involving "REST DAY/INCENTIVE PAYMENT".

While this is a new provision in your agreements, it is a provision which has been effect for quite some time on other portions of the carrier. At your suggestion carrier developed a "draft" consisting of 14 questions and answers to illustrate the carrier's application of the aforementioned agreement provision. Following our review of the draft, carrier suggested October 31st as a deadline for the submission of any additional questions which you might wish to have included.

As agreed, attached hereto is copy of questions and answers which relate to the application of the "REST DAY/INCENTIVE PAYMENT" provision. This list includes the 14 questions and answers reviewed in Las Vegas as well as additional ones developed in response to queries received from you. We believe these questions and answers are self-explanatory and will help engineers better understand the agreement and its application.

Yours truly,

A handwritten signature in black ink, appearing to read "T. L. Wilson, Sr.", written in a cursive style.

T. L. Wilson, Sr.
Director - Labor Relations

A handwritten signature in black ink, appearing to read "C. R. Wise", written in a cursive style.

C. R. Wise
Director - Labor Relations

BLE GUARANTEE BOARDS

- Q1 What effect does vacation have on the "incentive" day?
A1 The agreements require an engineer **"remain marked up and available for service during the entire pay period"** and further states **"This incentive for full availability during the pay period..."** Thus, any absence, paid or unpaid, voids the "incentive day".
- Q2 What effect does a single day vacation or personal leave day have on the "incentive day"?
A2 Same as A1
- Q3 What effect does "OS" status (other service at Carrier's Direction) have on the "incentive day"?
A3 "OS" status is used to denote an individual performing other service at the direction of the carrier. An individual in such status is not "laid off" and is considered available, following proper rest, after being released from "OS" status, thus the "incentive day" is unaffected.
- Q4 If an engineer is granted time off without any type of pay, may that employee elect whether or not the "incentive day" is charged?
A4 Any layoff, whether paid or unpaid, voids the "incentive day"
- Q5 Does taking a "rest day" as defined in the agreement count toward unavailable time?
A5 Yes. However, if taken within the constraints of the agreement, guarantee is not reduced.
- Q6 Does taking a "rest day" count as an occurrence as defined in the agreement?
A6 Yes.
- Q7 Must an engineer work 15 days before he/she is entitled to a "rest day" or "incentive pay" in lieu thereof?
A7 There is no requirement to work any specified number of days.
- Q8 May an engineer's request for a "rest day" be denied?
A8 Requests for "rest days", like any non-emergency absence, are subject to the needs of the service and manpower availability; however, every reasonable effort is to be made in response to such requests.
- Q9 May a "rest day" be requested a day or more in advance?
A9 The agreement does not preclude such; however, approval of the request by CMS would be subject to the needs of the service and manpower availability.

- Q10 Once a "rest day" is requested and granted, would a subsequent absence within the same pay period result in a reduction in guarantee for the "rest day"?
- A10 No, those reductions in guarantee due to layoffs/absences do not apply to "rest days" taken within the constraints of the agreement.
- Q11 Must a request be submitted for payment of the "incentive day"?
- A11 Yes. The "Incentive day" may be submitted along with claim for guarantee.
- Q12 Will an engineer tying up for "Undisturbed Rest" lose the "incentive day"?
- A12 Yes. See A1.
- Q13 Is "incentive day" pay used to offset guarantee?
- A13 No. "Incentive day" pay is allowed whether an engineer does or does not exceed guarantee for the period; it is paid in addition to guarantee.
- Q14 At what rate of pay is the "incentive day" to be paid?
- A14 One prorated guarantee day.
- Q15 Several of the GEB agreements contain a provision which results in suspension of the guarantee if "unavailable for more than two (2) calls per pay period, or being unavailable for more than 72 combined hours per pay period". Will the GEB allowable 'rest day' function in any manner to activate such agreement provision?
- A15 Yes. (See Q&A #5 and #6).
- Q16 An Engineer observes "free" lay-off day within the conditions set forth in the Extra Board Agreement. Later, within the same payroll period, the engineer lays off. Do the hours of the "free" lay-off day count in the calculation of the "72 combined hours" of unavailability in the pay period?
- A16 Yes. (See Q&A #5).
- Q17 Extra board engineer on a pool turn vacancy qualifies for and requests UDR at the away-from-home terminal. Is guarantee affected?
- A17 If this is the first UDR in the pay period, guarantee is unaffected. If this were the second (or greater) UDR in the pay period, engineer will be considered unavailable IF would have been called and the guarantee will be reduced one guarantee day; otherwise, guarantee is unaffected.
- Q18 Should a GEB Engineer qualify for and take UDR a second (or successive) time in a pay period, will his guarantee be reduced?
- A18 Yes, if the engineer would have been called had extra rest not been taken; otherwise, no reduction will be made.

Q19 When GEB Engineers are utilizing the 'rest day' provision, must they so advise CMS Crew Dispatcher so that a special status can be initiated in the CMS records for GEB pay purposes?

A19 Yes. Currently such absences are being identified as "LM".

Q20 Do GEB Engineers receive Instructor Engineer pay in addition to (over and above) their GEB guarantee?

A20 No. All earnings, including the instructor allowance, are used as an offset against GEB guarantee.

Q21 Where there is a conflict between a guarantee extra board agreement regarding extra rest and the new system rule governing extra or undisturbed rest, which rule will apply?

A21 Where there is such a conflict, the new system rule governing extra rest will apply.

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