

NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION

Award No. 25460

Docket No. 44939

03-1-00-1-U-2149

The First Division consisted of the regular members and in addition Referee Ann S. Kenis when award was rendered.

(Brotherhood of Locomotive Engineers

PARTIES TO DISPUTE: (

(Union Pacific Railroad Company

STATEMENT OF CLAIM:

- "1. Claim of Engineer J. C. Gray (053-58-2744) for \$492.36, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MSLVG-11 on June 11, 1998 and train MGFAS-12 on June 13, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996, account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1137855 - Timekeeping Declination No. UI0618608 and UI0618609).
2. Claim of Engineer J. C. Gray (053-58-2744) for \$439.57, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train OGVITR-12 on May 12, 1998 and train MGFAS-13 on May 13, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with

Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1137852 - Timekeeping Declination No. UI0618612 and UI0618613).

3. Claim of Engineer R. E. Shepard Jr. (347-34-3530) for \$443.27, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-28 on May 29, 1998 and train MPRAS-19 on May 30, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1138763 - Timekeeping Declination No. UI0618902 and UI0618903).
4. Claim of Engineer P. I. Blakeney (347-34-3530) for \$463.07, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MNLPR-14 on August 14, 1998 and train MPRAS-15 on August 15, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1152420 - Timekeeping Declination No. UI0830482 and UI08300483).

5. Claim of Engineer P. I. Blakeney (347-34-3530) for \$475.96, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-01 on August 01, 1998 and train MGFAS-02 on August 02, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1152421 - Timekeeping Declination No. UI0830480 and UI08300481).
6. Claim of Engineer J. L. Phelps (357-36-9586) for \$518.16, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MNLCH-01 on August 01, 1998 and train MCHPB-02 on August 03, 1998, a "short pool" assignment (RE-46) round trip, while regularly assigned to an Interdivisional Pool (RE-50 - Salem to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1152428 - Timekeeping Declination No. UI0830633 and UI0830634).
7. Claim of Engineer P. I. Blakeney (347-34-3530) for \$568.82, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASGF-29 on August 29, 1998 and train MPRAS-29 on August 30, 1998, a "short pool" assignment (RE-48) round

trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1158884 - Timekeeping Declination No. UI1005581 and UI1005582).

8. Claim of Engineer P. I. Blakeney (347-34-3530) for \$460.41, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-06 on September 06, 1998 and train MPRAS-07 on September 07, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1158883 - Timekeeping Declination No. UI1005579 and UI1005580).
9. Claim of Engineer M. Marshall (491-58-5045) for \$1141.97, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MSLVG-18 on August 18, 1998 and train MPRAS-20 on August 20, 1998, a "short pool" assignment (RE-48) round trip, and train MASGF-23 on August 23, 1998 and train MPRAS-24 on August 24, 1998, another "short pool" assignment round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with

Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1158889 - Timekeeping Declination No. UI1005008 and UI1005009).

10. Claim of Engineer T. A. Morrison (336-46-9937) for \$501.60, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MNLGF-30 on August 31, 1998 and train DH73-01 on September 01, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1158890 - Timekeeping Declination No. UI1005490 and UI1005491).
11. Claim of Engineer J. C. Norris (325-32-9662) for \$655.89, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASGFX-23 on August 24, 1998 and train MPRAS-25 on August 25, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1158892 - Timekeeping Declination No. UI1005526 and UI1005527).

12. Claim of Engineer D. J. Welchlen (328-44-7225) for \$664.42, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-22 on August 23, 1998 and train MGFAS-24 on August 25, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1158893 - Timekeeping Declination No. UI1005939 and UI1005940).
13. Claim of Engineer J. S. Williams (409-80-9516) for \$266.40, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train DH89-18 on July 18, 1998 and train MGFAS-18 on July 18, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145731 - Timekeeping Declination No. UI0809622 and UI0809623).
14. Claim of Engineer M. H. Doerr (356-60-6801) for \$507.50, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-31 on June 01, 1998 and train MGFAS-01 on June 02, 1998, a "short pool" assignment (RE-48) round trip,

while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1138842 - Timekeeping Declination No. UI0618433 and UI0618434).

15. Claim of Engineer M. H. Doerr (356-60-6801) for \$530.19, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MSLVG-09 on June 09, 1998 and train MVGASX-10 on June 10, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1138841 - Timekeeping Declination No. UI0618435 and UI0618436).
16. Claim of Engineer C. R. Simpson (361-34-2248) for \$404.54, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train DH90-27 on June 27, 1998 and train MGFAS-27 on June 28, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System

Agreement - Claims Handling Process dated March 21, 1996.  
(Carrier Labor Relations File No. 1145739 - Timekeeping  
Declination No. UI0717142 and UI0707143).

17. Claim of Engineer C. R. Simpson (361-34-2248) for \$431.39, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train DH36-29 on June 29, 1998 and train MPRAS-29 on June 30, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145740 - Timekeeping Declination No. UI0717144 and UI0717145).
18. Claim of Engineer R. E. Shepard (347-34-3530) for \$597.70, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MSLVG-16 on July 16, 1998 and train MPRAS-17 on July 17, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145768 - Timekeeping Declination No. UI0809135 and UI0809136).
19. Claim of Engineer C. E. Pearman (318-52-0279) for \$561.49, to be paid in addition to/not offset by any guaranteed earnings for the



relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train OGVITR-07 on July 08, 1998 and train MGFAS-09 on July 09, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145769 - Timekeeping Declination No. UI0809418 and UI0809419).

20. Claim of Engineer J. C. Norris (325-32-9662) for \$368.34, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train DH76-16 on July 16, 1998 and train MGFAS-16 on July 17, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145772 - Timekeeping Declination No. UI0809296 and UI0809297).

21. Claim of Engineer J. C. Norris (325-32-9662) for \$668.59, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MSLVG-07 on July 07, 1998 and train DH-07 on July 08, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier

violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145773 - Timekeeping Declination No. UI0809294 and UI0809295).

22. Claim of Engineer E. L. Noggle (351-46-1319) for \$419.02, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-08 on July 09, 1998 and train DH37-10 on July 10, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145774 - Timekeeping Declination No. UI0809640 and UI0809641).
23. Claim of Engineer E. L. Noggle (351-46-1319) for \$652.75, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MSLVG-06 on July 06, 1998 and train MPRAS-07 on July 07, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996.

(Carrier Labor Relations File No. 1145775 - Timekeeping Declination No. UI0809638 and UI0809639).

24. Claim of Engineer E. L. Noggle (351-46-1319) for \$624.79, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-25 on July 26, 1998 and train MGFAS-27 on July 27, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145776 - Timekeeping Declination No. UI0809636 and UI0809637).
25. Claim of Engineer M. H. Doerr (356-60-6801) for \$590.42, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-17 on July 18, 1998 and train MYCASX-18 on July 19, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145786 - Timekeeping Declination No. UI0809616 and UI0809617).
26. Claim of Engineer R. R. Martin Sr. (271-36-4790) for \$502.10, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question

9/Answer 9 of Arbitration Award No. 553 account being required to work train MSLVG-12 on May 12, 1998 and train MGFAS-12 on May 13, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1138805 - Timekeeping Declination No. UI0618338 and UI0618339)

27. Claim of Engineer R. R. Martin Sr. (271-36-4790) for \$664.62, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train OGVTR-16 on May 15, 1998 and train MGFAS-16 on May 17, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1138806 - Timekeeping Declination No. UI0618336 and UI0618337).
28. Claim of Engineer T. A. Morrison (336-46-9937) for \$518.00, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train ADVPR-26 on May 30, 1998 and train MPRAS-30 on May 31, 1998, a short pool assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration

Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1138799 - Timekeeping Declination No. UI0618113 and UI0618114).

29. Claim of Engineer T. A. Morrison (336-46-9937) for \$536.32, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train DH92-12 on June 13, 1998 and train MPRAS-14 on June 14, 1998, a short pool assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1138800 - Timekeeping Declination No. UI0618111 and UI0618112).
30. Claim of Engineer E. L. Noggle (351-46-1319) for \$484.49, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-15 on June 16, 1998 and train MGFAS-16 on June 17, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145828 - Timekeeping Declination No. UI0704435 and UI0704436).

31. Claim of Engineer R. R. Martin Jr. (353-60-2806) for \$480.19, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train DH96-21 on June 21, 1998 and train MGFAS-22 on June 22, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145830 - Timekeeping Declination No. UI0704839 and UI0704840).
32. Claim of Engineer A. A. Fernandez (451-65-3792) for \$453.79, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train ADVPR-23 on June 26, 1998 and train MVGASX-23 on June 27, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145833 - Timekeeping Declination No. UI0704170 and UI0704171).
33. Claim of Engineer M. H. Doerr (356-60-6801) for \$535.13, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-13 on August 14, 1998 and train ZYCLD-

15 on August 15, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1152418 - Timekeeping Declination No. UI0830670 and UI0830671).

34. Claim of Engineer M. H. Doerr (356-60-6801) for \$669.09, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASGFX-22 on August 22, 1998 and train MPRAS-19 on August 24, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1152419 - Timekeeping Declination No. UI0830668 and UI0830669)
35. Claim of Engineer J. C. Norris (325-32-9662) for \$643.52, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASGFX-23 on August 24, 1998 and train MPRAS-25 on August 25, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in

accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1152426 - Timekeeping Declination No. UI0830403 and UI0830404)

36. Claim of Engineer C. E. Pearman (318-52-0279) for \$427.84, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train DH73-01 on August 01, 1998 and train MGFAS-01 on August 01, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1152427 - Timekeeping Declination No. UI0830593 and UI0830594).
37. Claim of Engineer D. J. Welchlen (328-44-7225) for \$667.44, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-22 on August 23, 1998 and train MGFAS-24 on August 25, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1152429 - Timekeeping Declination No. UI0830807 and UI0830808).



38. Claim of Engineer M. Marshall (491-58-5045) for \$465.38, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASGF-23 on August 23, 1998 and train MPRAS-24 on August 24, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1152436 - Timekeeping Declination No. UI0830903 and UI0830906).
39. Claim of Engineer M. Marshall (491-58-5045) for \$677.59, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MSLVG-18 on August 18, 1998 and train MPRAS-20 on August 20, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1152437 - Timekeeping Declination No. UI0830905 and UI0830904).
40. Claim of Engineer M. H. Doerr (356-60-6801) for \$669.09, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASGFX-22 on August 22, 1998 and train MPRAS-19 on August 24, 1998, a "short pool" assignment (RE-

48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1158886 - Timekeeping Declination No. UI1005739 and UI1005740).

41. Claim of Engineer J. C. Gray (053-58-2744) for \$545.25, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASGF-24 on August 24, 1998 and train MGFAS-25 on August 25, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1158887 - Timekeeping Declination No. UI1005987 and UI1005988).
42. Claim of Engineer C. R. Simpson (361-34-2248) for \$646.09, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-19 on August 22, 1998 and train MPRAS-22 on August 23, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System

Agreement - Claims Handling Process dated March 21, 1996.  
(Carrier Labor Relations File No. 1158894 - Timekeeping  
Declination No. UI1005479 and UI1005480).

43. Claim of Engineer E. L. Noggle (351-46-1319) for \$652.75, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MSLVGX-06 on July 06, 1998 and train MPRAS-07 on July 07, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145735 - Timekeeping Declination No. UI0717519 and UI0717520).
44. Claim of Engineer E. L. Noggle (351-46-1319) for \$419.82, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-08 on July 09, 1998 and train DH37-10 on July 10, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145734 - Timekeeping Declination No. UI0717521 and UI0717522).
45. Claim of Engineer J. C. Norris (325-32-9662) for \$676.98, to be paid in addition to/not offset by any guaranteed earnings for the

relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MSLVG-07 on July 07, 1998 and train MGFAS-08 on July 08, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145733 - Timekeeping Declination No. UI0717191 and UI0717192).

46. Claim of Engineer J. S. Williams (409-80-9516) for \$260.76, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train DH44-12 on July 12, 1998 and train MVGASX-11 on July 12, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145730 - Timekeeping Declination No. UI0809620 and UI0809621).
47. Claim of Engineer J. S. Williams (409-80-9516) for \$668.65, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-05 on July 06, 1998 and train MGFAS-07 on July 08, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier

violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145727 - Timekeeping Declination No. UI0717509 and UI0717510).

48. Claim of Engineer P. I. Blakeney (326-46-9250) for \$487.21, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-08 on May 09, 1998 and train CWFCM-07 on May 10, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1138859 - Timekeeping Declination No. UI0618224 and UI0618225).
49. Claim of Engineer M. H. Doerr (356-60-6801) for \$679.48, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-18 on June 19, 1998 and train MGFAS-20 on June 20, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996.

(Carrier Labor Relations File No. 1145753 - Timekeeping Declination No. UI0704460 and UI0704461).

50. Claim of Engineer C. E. Pearman (318-52-0279) for \$366.28, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train DH73-01 on August 01, 1998 and train MGFAS-01 on August 01, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145770 - Timekeeping Declination No. UI0809416 and UI0809417).
51. Claim of Engineer J. C. Gray (053-58-2744) for \$505.99, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MSLVG-18 on July 18, 1998 and train MPRAS-19 on July 19, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145781 - Timekeeping Declination No. UI0809789 and UI0809790).
52. Claim of Engineer J. C. Gray (053-58-2744) for \$486.55, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question

9/Answer 9 of Arbitration Award No. 553 account being required to work train MSLVG-30 on July 30, 1998 and train CWFZ1-29 on July 31, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145783 - Timekeeping Declination No. UI0809785 and UI0809786).

53. Claim of Engineer R. R. Martin Sr. (271-36-4790) for \$368.47, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train DH46-12 on July 12, 1998 and train MPRAS-13 on July 13, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145779 - Timekeeping Declination No. UI0809615 and UI0809616).
54. Claim of Engineer A. A. Fernandez (451-65-3792) for \$328.35, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train MASYC-06 on July 07, 1998 and train DH30-08 on July 08, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration

Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145784 - Timekeeping Declination No. UI0809326 and UI0809327).

55. Claim of Engineer J. E. Taylor (416-21-8330) for \$357.42 to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train DH42-30 on June 30, 1998 and train MVGASX-30 on July 01, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145791 - Timekeeping Declination No. UI0717018 and UI0717019).
56. Claim of Engineer C. E. Pearman (318-52-0279) for \$499.13, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train OGCITR-07 on July 08, 1998 and train MGFAS-09 on July 09, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145796 - Timekeeping Declination No. UI0717256 and UI0717257).



57. Claim of Engineer A. A. Fernandez (451-65-3792) for \$335.91, to be paid in addition to/not offset by any guaranteed earnings for the relevant pay period in accordance with Section 12, Question 9/Answer 9 of Arbitration Award No. 553 account being required to work train ADVPR-27 on June 30, 1998 and train DH79-01 on July 01, 1998, a "short pool" assignment (RE-48) round trip, while regularly assigned to an Interdivisional Pool (RE-58 - St. Louis to Chicago) plus a basic day penalty account Carrier violation of Section 12, Question 8/Answer 8 of Arbitration Award No. 553. Claim is valid as presented in accordance with Item No. 8 of System Agreement - Claims Handling Process dated March 21, 1996 account Carrier violation of Item No. 6 of System Agreement - Claims Handling Process dated March 21, 1996. (Carrier Labor Relations File No. 1145806 - Timekeeping Declination No. UI0717224 and UI0717225)."

FINDINGS:

The First Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

The 57 claims filed in this matter arise from a dispute relating to the application of the February 28, 1995 Award of Arbitration Board No. 553, establishing Interdivisional service between St. Louis, Missouri and Chicago, Illinois, and Salem, Illinois and Chicago, Illinois.

On the claim dates cited, the Organization contends that engineers were required to work off their regular Interdivisional assignments to perform short pool

assignments. It is the Organization's position that the Claimants' pay for this service should not have been used to offset their guaranteed earnings for the relevant pay period. In addition, the Organization argues, the basic day penalty should be applied.

The relevant portions of the Award of Arbitration Board 553 provide as follows:

"Question 8: Will an engineer assigned to ID pool service at either St. Louis or Salem be required to protect other service?

Answer 8: No, only in emergency such as a natural disaster or as provided in the agreement.

Question 9: If an ID pool engineer is used in other than ID service or Turnaround service, will earnings made while off assignment be counted toward guarantee?

Answer 9: No."

The Organization further argues that the Carrier has essentially conceded that earnings in other than ID service will not be counted as an offset to an employee's guarantee payment. The Organization refers the Board to a May 19, 1998 memo from Assistant Director Paul Waldmann to Timekeeping, which states:

"The above list reflects claims filed pursuant to the Villa Grove ID Agreement made pursuant to Arbitration Award 553. Q & A #9 provides that non-ID earnings made by employees on the ID Board will not be used to offset the ID guarantee. For example, if an ID Board employee is called to dog catch and makes \$350.00 for the call, the \$350 may not be counted toward the ID guarantee. The net effect is that the affected employee is entitled to his ID guarantee plus the payment of the non-ID earnings as penalty time."

The Carrier defends by arguing that there is no Agreement support for the claims presented nor is there allowance for a penalty when the parties disagree on the interpretation of their Agreement. Moreover, the Carrier strongly argues that

the Claimants were properly used according to vacancy procedures set forth in Note 2 of Paragraph c, Section 8, which states:

"Nothing in paragraphs (a), (b) and (c ), above, prevents the use of other employees to perform work permitted by Agreement; i.e., yard crews performing hours of service relief within the road/yard zone; ID crews performing service and deadheads between terminals (deadheading from Chicago to Villa Grove and taking a train from Villa Grove to Salem, etc."

The Board finds, after careful consideration of the matter, that the factual scenario and arguments presented herein were previously addressed by the Board in First Division Award 25175 (Twomey). In that case, the Board rejected the Carrier's terminal to terminal argument and sustained the Organization's position. Moreover, the Board concluded that non-ID earnings by employees on the ID Board should not be used to offset the ID guarantee. Additionally, the Board stated:

"In order to enforce the plain language of the arbitrated Agreement we find that a basic day penalty is appropriate when an ID engineer was improperly used in non-ID service in direct violation of the arbitrated Agreement."

The Carrier argues that the Board should now reconsider those findings. However, absent any indication that the prior Award was palpably erroneous, we are persuaded that the rationale and decision of Award 25175 are squarely on point and are dispositive of the matter now before us.

Accordingly, we find that the Carrier did not properly compensate the Claimants under the provisions of the Award of Arbitration Board 553. The Claimants assigned to the ID pool should be compensated for the amounts used to offset their ID guarantee, and, in addition, they shall be awarded a basic day penalty. We believe that any dispute about the status of the Claimants, and whether they were assigned to the ID pool, can be resolved by examining the record. However, the Board shall maintain jurisdiction of this matter for a period of one year should there be any disagreement as to the implementation of the remedy.

Form 1  
Page 28

Award No. 25460  
Docket No. 44939  
03-1-00-1-U-2149

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of First Division

Dated at Chicago, Illinois, this 20th day of August 2003.