

NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION

Award No. 25462

Docket No. 44941

03-1-00-1-U-2151

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 additional monies account required to perform Hours of Service Relief at St. Louis, MO. on train MPRAS-05 on July 06, 1998, while working a regularly assigned I.D. Pool (RE-58 Pool-St. Louis/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day penalty account Engineer J.C. Gray was improperly used for Hours of Service Relief in violation of Section 9, Question 1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1145804 - Timekeeping Declination No. UI0717693 and UI0717694).
2. Claim of Engineer T.A. Morrison (336-46-9937) for additional monies account required to perform Hours of Service Relief at St. Louis, MO. on train GDALP-01 on July 08, 1998, while working a regularly assigned I.D. Pool (RE-58 Pool-St. Louis/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day

penalty account Engineer T.A. Morrison was improperly used for Hours of Service Relief in violation of Section 9, Question 1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1145803 - Timekeeping Declination No. UI0717229 and UI0717230).

3. Claim of Engineer T.A. Morrison (336-46-9937) for additional monies account required to perform Hours of Service Relief at St. Louis, MO. on train MMAMAX-06 on July 07, 1998, while working a regularly assigned I.D. Pool (RE-58 Pool-St. Louis/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day penalty account Engineer T.A. Morrison was improperly used for Hours of Service Relief in violation of Section 9, Question 1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1145801 - Timekeeping Declination No. UI0717233 and UI0717234).
4. Claim of Engineer J.L. Jackson (319-34-9605) for additional monies account required to perform Hours of Service Relief at St. Louis, MO. on train MMAMAX-06 on July 06, 1998, while working a regularly assigned I.D. Pool (RE-58 Pool-St. Louis/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day penalty account Engineer J.L. Jackson was improperly used for Hours of Service Relief in violation of Section 9, Question 1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1145760 - Timekeeping Declination No. UI0717290 and UI0717291).

5. Claim of Engineer T.A. Morrison (336-46-9937) for additional monies account required to perform Hours of Service Relief at St. Louis, MO. on train MGFASX-08 on June 09, 1998, while working a regularly assigned I.D. Pool (RE-58 Pool-St. Louis/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day penalty account Engineer T.A. Morrison was improperly used for Hours of Service Relief in violation of Section 9, Question 1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1138798 - Timekeeping Declination No. UI0618116 and UI0618117).
6. Claim of Engineer R.R. Martin Sr. (271-36-4790) for additional monies account required to perform Hours of Service Relief at St. Louis, MO. on train ZAPHF-02 on June 02, 1998, while working a regularly assigned I.D. Pool (RE-58 Pool-St. Louis/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day penalty account Engineer R.R. Martin Sr. was improperly used for Hours of Service Relief in violation of Section 9, Question 1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1138807 - Timekeeping Declination No. UI0618334 and UI0618335).
7. Claim of Engineer J.S. Williams (409-80-9516) for additional monies account required to perform Hours of Service Relief at St. Louis, MO. on train ZYCLD-30 on May 30, 1998, while working a regularly assigned I.D. Pool (RE-58 Pool-St. Louis/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration

Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day penalty account Engineer J.S. Williams was improperly used for Hours of Service Relief in violation of Section 9, Question 1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1137836 - Timekeeping Declination No. UI0618353 and UI0618354).

8. Claim of Engineer C.R. Simpson (361-34-2248) for additional monies account required to perform Hours of Service Relief at St. Louis, MO. on train CBTTV-02 on July 05, 1998, while working a regularly assigned I.D. Pool (RE-58 Pool-St. Louis/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day penalty account Engineer C.R. Simpson was improperly used for Hours of Service Relief in violation of Section 9, Question 1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1138623 - Timekeeping Declination No. UI0704094 and UI0704095).
9. Claim of Engineer C.E. Pearman (318-52-0279) for additional monies account required to perform Hours of Service Relief at St. Louis, MO. on train CWFCM-13 on May 15, 1998, while working a regularly assigned I.D. Pool (RE-58 Pool-St. Louis/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day penalty account Engineer C.E. Pearman was improperly used for Hours of Service Relief in violation of Section 9,

Question1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1138769 - Timekeeping Declination No. UI0527047).

10. Claim of Engineer C.E. Pearman (318-52-0279) for additional monies account required to perform Hours of Service Relief at St. Louis, MO. on train CRM CJ-11 on June 17, 1998, while working a regularly assigned I.D. Pool (RE-58 Pool-St. Louis/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day penalty account Engineer C.E. Pearman was improperly used for Hours of Service Relief in violation of Section 9, Question1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1145819 - Timekeeping Declination No. UI0704187 and UI0704188).
11. Claim of Engineer M. Marshall (491-58-5045) for additional monies account required to perform Hours of Service Relief at St. Louis, MO. on train MPRAS-16 on June 17, 1998, while working a regularly assigned I.D. Pool (RE-58 Pool-St. Louis/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day penalty account Engineer M. Marshall was improperly used for Hours of Service Relief in violation of Section 9, Question1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1145831 - Timekeeping Declination No. UI0704598 and UI0704599).
12. Claim of Engineer J.C. Gray (053-58-2744) for additional monies account required to perform Hours of Service Relief at St. Louis,

MO. on train MGFAS-09 on September 09, 1998, while working a regularly assigned I.D. Pool (RE-58 Pool-St. Louis/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day penalty account Engineer J.C. Gray was improperly used for Hours of Service Relief in violation of Section 9, Question 1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1158888 - Timekeeping Declination No. UI1005985 and UI1005986).

13. Claim of Engineer C.E. Monroe (328-50-8161) for additional monies account required to perform Hours of Service Relief at Salem, IL. on train MNLPI-31 on August 01, 1998, while working a regularly assigned I.D. Pool (RE-50 Pool-Salem/Chicago) and not paid district miles (286 - St. Louis and 235 - Salem) in accordance with Section 9, Question 4/Answer 4 of Arbitration Award No. 553. In addition, claim is made for all earnings from this trip be paid in addition to/not to be offset by any guaranteed earnings for the relevant pay period pursuant to Section 12, Question 9/Answer 9. Further, claim is made for a basic day penalty account Engineer C.E. Monroe was improperly used for Hours of Service Relief in violation of Section 9, Question 1/Answer 1 of Arbitration Award No. 553. (Carrier Labor Relations File No. 1152424 - Timekeeping Declination No. UI0830762 and UI0830763)."

**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 issues presented in these claims have been before the Board in First Division Awards 25175, 25176 and 25177 and First Division Awards 25460 and 25461. With the exception of one claim, discussed below, the Board finds that the decisions in those earlier companion Awards sustaining the Organization's position are fully applicable herein.

The Carrier has noted in its Submission that claim No. 7 on behalf of Claimant J. S. Williams was settled by the parties during the on-property handling of the claims. The Carrier's Exhibit 7 supports that conclusion. Accordingly, that claim shall be dismissed.

As for the remaining claims, sustaining Awards shall issue for the Carrier's violation of the provisions of the February 28, 1995 Award of Arbitration Board No. 553. The Claimants are entitled to compensation for work performed in violation of the Agreement with no offset to the guarantee. Moreover, in accordance with Section 9 of the Arbitration Award, the Claimants shall be paid the full number of district miles provided in the Agreement. In addition, the Claimants shall be paid a basic day penalty payment because they were improperly used in non-ID service in violation of the Agreement. The penalty pay for non-ID service shall not be used to offset the ID guarantee.

#### AWARD

Claim sustained in accordance with the Findings.

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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.