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Sent: Wednesday, May 07, 2008 12:10 PM
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Subject: Sinclair Local

Brothers and Sisters:

This regards our recent discussions and receipt of various e-mails regarding the recent dispute in filling the Sinclair Local.

After review it is my position that the Sinclair Local is a Cheyenne 5th District outlying assignment and is protected by an annual 'fence' agreement with the 5th District.

By agreement when no bids from the 5th District occur Sixth (6th) District Engineers are permitted to be assigned to this job. Ergo, when that occurs the 6th District is working a 5th District job by default, i.e., no bids received by the 5th. Nonetheless, the terms of the 5th District 'fence' agreement continues to apply to this job assignment regardless of which District is assigned. In this case, the job was properly filled in accordance with the agreement with a 6th District Engineer in January, 2008, who is working a 5th District fenced assignment.

The dispute about not having access to the bulletin falls short for two (2) reasons:

1. The entire foundation of establishing a fence around an outlying job is to maintain stability for the employee. So, as normal seniority moves occur on the district the assigned Engineer is protected from displacement for a set period of time, in this case 1 year. The 'non-access' argument (seniority move) would alter that basic principle and conflict with the specific terms of the agreement.
2. Concurrently, even if an employee had access to a bulletin or had a displacement right the assigned employee on the job is defended by the controlling 5th District agreement and thus protected from such infringements.

Accordingly, I believe that the agreement was applied correctly.

Michael Young
General Chairman-BLET