



# Brotherhood of Locomotive Engineers and Trainmen

## *A Division of the Rail Conference-International Brotherhood of Teamsters*

General Committee of Adjustment • Union Pacific Railroad - Northern Region  
501 North 2nd Street • Suite 2 • Clinton, Iowa 52732  
Phone: (563) 243-9313 • Fax: (563) 243-1109

**B. D. MacArthur**  
*Chairman*

**M. L. Elsberry**  
*Vice Chairman*

May 10, 2011

### REPORT OF THE CHAIRMAN

ALL MEMBERS, GCoFA AND SECRETARY –  
TREASURERS, BLE – UP NORTHERN REGION

Dear Sirs and Brothers:

Pursuant to Section 11 (b) of the Standing Rules and the By-Laws of this General Committee of Adjustment, I submit the following report on the activities of this office for the period ending March 31, 2011.

In addition to conducting the daily business of this office which includes telephone work, mail, email, discipline appeals, submission work, claims and grievances and correspondence, the following was further attended to by this office.

We submitted Submission of Cases 1, 2, 3, and 4 of Public Law Board No. 7470 with Referee Robert O'Brien during January and February, 2011.

January 13 and 14, 2011, I traveled to Minneapolis/St. Paul for Twin Cities Service Unit Superintendent Update. Also in attendance were Local Chairmen D. Klaus (9), D. Johnstone (333), G. Welp (656), K. T. Christians (6) and J. Lukehart (778).

January 16 – 21, 2011, I traveled to and attended On – Property Section 6 negotiations in Phoenix, AZ with BLET UPRR General Chairmen and First Vice President Lee Pruitt and UPRR Labor Relations and CMS Staff.

January 31, 2011, meeting with Director of Labor Relations T. G. Taggart in Omaha – UPRR Headquarters.

February 17, 2010, Conference Call with First Vice President Lee Pruitt and BLET/UPRR General Chairmen regarding our Section 6 Notices and On –Property Bargaining.

February 18, 2010, conference meeting with Director of Labor Relations T. G. Taggart in Omaha, UPRR Headquarters.

February 28, 2011 Conference meeting with Director Labor Relations T. G. Taggart and Manager of Labor Relations J. Boyle in Omaha, UPRR Headquarters.

March 2, 2011 C<sup>3</sup>Rs Project, Close Call Reporting for North Platte Service Unit Update with affected General Chairmen, Union Pacific Officers and the FRA.

On March 8, 2011, First Vice Chairman Elsberry attended to a Claims Conference with Manager of Labor Relations J. Boyle.

On March 9, 2010, First Vice Chairman Elsberry attended meeting of Division 6, Boone, Iowa also attended by BLET President D. Pierce.

On March 8, 2011, I traveled to Las Vegas for Union Pacific General Chairman's Association Meeting with BLET/UPRR General Chairmen and First Vice President Lee Pruitt as well as General Chairmen of other crafts. Union Pacific President J. Young attended and spoke on the state of Union Pacific and projects at hand and under way on March 9 and 10. The afternoon of March 10 and 11, I attended to On – Property Section 6 Meeting with BLET/UPRR General Chairmen, First Vice President Lee Pruitt and Union Pacific Labor Relations with AVP R. Turner and staff.

On March 17, 2011, attended Regional Vice President Blackburn's Update Meeting and met with Director of Labor Relations T. G. Taggart to handle claims from earlier claims conference between First Vice Chairman Elsberry and Manager Labor Relations J. Boyle.

March 19 – 25, I traveled to Dallas, Texas for BLET/UPRR On Property Section 6 Meeting with BLET/UPRR General Chairmen, First Vice President Lee Pruitt, Vice President M. Twombly, President Dennis Peirce and Union Pacific Labor Relations.

March 25, 2011, approval of a Trip Rate for the Proviso Janesville Area with M. R. Abell, Division 96.

On March 5, 2011, Return to Service Leniency settlement for Engineer J. Schultz, Division 656, Level V Attendance.

The attached list is a listing of claims successfully handled in conference.

Also, please note copies of Awards of the First Division received in this office for the period January 1 through March 31, 2011.

Fraternally yours,



B. D. MacArthur,  
General Chairman, BLET

BDM:sjm  
Enclosure

Up File No.	Claimant/s	Category	Division	Conference Decision
1534623L	K. H. Mohr	exceeded 25 mile zone	125	A - \$237.04
1536025	S. M. Fye	waited for a van	125	A - \$15.48
1536026	J. C. Clark	work train service	125	A - \$255.25
1537551	J. C. Clark	work train service	125	A - \$255.25
1537552	W. C. Peart	holiday pay	125	A - \$255.25
1537553	R. J. Williams	held away from home	125	A - \$85.28
1537111L	M. L. McLaughlin	short turnaround service	303	A - \$154.72
1533659L	J. M. Smith	outside scope of assignment	333	A - \$215.99
1533660L	J. M. Smith	outside scope of assignment	333	A - \$215.99
1534748L	R. B. Koonce	second start	333	A - \$198.00
1537145L	K. K. Filarsky	guarantee	333	A - \$480.02
1538340	T. W. Johnson	not allowed to mark up	333	A - \$261.64
1529277	R. W. Johnson	deadhead	404	A - \$200.00
1529278	T. J. Skrip	deadhead	404	A - \$200.00
1529279	R. O. Neimeyer	deadhead	404	A - \$200.00
1529280	R. O. Neimeyer	deadhead	404	A - \$200.00
1529281	K. P. Frelka	deadhead	404	A - \$200.00
1529282	K. P. Frelka	deadhead	404	A - \$200.00
1529283	R. M. Crow	deadhead	404	A - \$200.00
1529284	R. M. Crow	deadhead	404	A - \$200.00
1529286	R. W. Johnson	deadhead to Clinton	404	A - \$200.00
1529287	T. J. Skrip	deadhead to Clinton	404	A - \$200.00
1529288	K. P. Frelka	deadhead to Clinton	404	A - \$200.00
1531668	T. M. Zavadsky	senior bidder - not assigned	404	A - \$295.00
1535272	S. F. Bauer	vacation bid	404	A - \$262.33
1535274	S. F. Bauer	not rested	404	A - \$400.00
1535275	S. F. Bauer	not rested	404	A - \$400.00
1535324L	T. J. Skrip	not rested	404	A - \$400.00
1535327	R. O. Neimeyer	not transported to AFHT	404	A - \$200.00
1536205	K. P. Frelka	depart final terminal	404	A - \$78.11
1536206	R. O. Neimeyer	short turnaround service	404	A - \$200.00
1536207	K. J. Schnell	not rested	404	A - \$400.00
1536208L	K. J. Schnell	not rested	404	A - \$400.00
1536944	K. P. Frelka	short turnaround service	404	A - \$30.40
1536945	R. W. Johnson	lost time	404	A - \$400.00
1537556	K. P. Frelka	not rested	404	A - \$400.00
1538131L	T. J. Skrip	not rested	404	A - \$400.00
1538132L	A. R. Skortz	not rested	404	A - \$400.00
1538133	A. R. Skortz	not rested	404	A - \$400.00
1533036L	C. N. Holt	outside scope of assignment	6	A - \$79.45
1533038L	D. W. Bach	guarantee	6	A - \$914.68
1537558	S. W. Wendt	meal	656	A - \$128.40
1537559	D. W. Schultz	second time	656	A - \$62.00
1540089	S. W. Wendt	meal	656	A - \$128.40
1541047	T. M. Taylor	meal	656	A - \$128.40

Tuesday, May 10, 2011

ANSWER

Up File No.	Claimant/s	Category	Division	Conference Decision
1541048L	T. M. Taylor	called outside starting bracke	656	A - \$9.42
1541049L	T. M. Taylor	called outside starting bracke	656	A - \$21.99
1541050L	J. J. Smith	Interdivisional Rate	656	A - \$24.92
1541051L	G. R. Welp	Interdivisional Rate	656	A - \$24.92
1541906L	J. W. Mohr	miles not paid	656	A - \$6.25
1541907L	J. W. Mohr	miles not paid	656	A - \$9.34
1541908L	J. J. Smith	actual miles/district miles	656	A - \$24.92
1541910L	S. W. Wendt	no window	656	A - \$59.72
1541911L	S. W. Wendt	no window	656	A - \$179.16
1536678L	J. D. Lukehart	outside switching limits	778	A - \$133.34
1536679L	J. D. Paulson	deadheading	778	A - \$198.01
1536965L	J. D. Lukehart	outside scope of assignment	778	A - \$133.34
1538044L	T. D. Tometich	runaround	778	A - \$121.58
1540851	M. D. Reese	runing thru terminal	778	A - \$133.34
1540852	J. D. Paulson	outside switching limits	778	A - \$198.00
1535633	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1535634	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1535635	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1535636	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1535637	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1535638	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1535639	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1535640	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1536210	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1536211	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1536212	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1536213	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1536214	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1536215	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1536216	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1536217	W. F. Zimmerman	switching Worthington Yard	9	A - \$29.67
1536218	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1536219	W. F. Zimmerman	switching Worthington Yard	9	A - \$16.77
1536220	W. F. Zimmerman	switching Worthington Yard	9	A - \$25.80
1536221	W. F. Zimmerman	switching Worthington Yard	9	A - \$15.50
1527946	F. T. Neuenthal	physical	96	A - \$874.32
1535808	N. O. Mackey	meal	96	A - \$252.67
1535809	K. R. Farrell	trip rate	96	A - \$155.58
1539798	F. T. Nuenthal	meal	96	A - \$128.40
1539799	F. T. Nuenthal	meal	96	A - \$128.40
1539800	F. T. Nuenthal	meal	96	A - \$128.40
1539801	S. M. Zmuch	deadhead	96	A - \$192.45
1539802	T. W. Dwyer	meal	96	A - \$22.97
1539803	T. W. Dwyer	meal	96	A - \$45.94
1540672	R. J. Gardner	outside scope of assignment	96	A - \$192.45

Tuesday, May 10, 2011

ANSWER

Up File No.	Claimant/s	Category	Division	Conference Decision
1540673	T. E. Devine	outside scope of assignment	96	A - \$192.45
1540674	T. W. Dwyer	outside scope of assignment	96	A - \$192.45

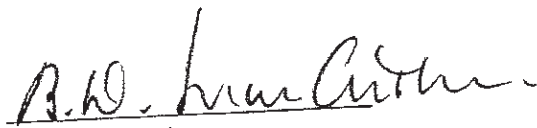
**MEMORANDUM OF AGREEMENT**  
between the  
**UNION PACIFIC RAILROAD COMPANY**  
and the  
**Brotherhood of Locomotive Engineers and Trainmen**  
**(For the former C&NW Lines Territory)**

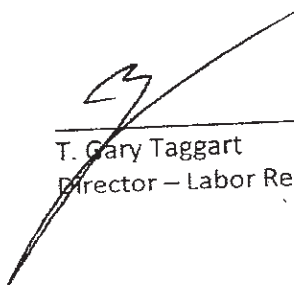
**Modification of rules involving single day vacations**

In order to provide an alternative procedure to assign vacation periods and allocate single days of vacation, it is agreed:

1. Each engineer may designate one (1) week to "Float" when submitting their original vacation bid.
2. The vacation parameters at each location shall be determined by the total weeks of vacation to assign, excluding all "Float" weeks.
3. Employees may designate up to two (2) weeks as single-days in addition to the "Float" week. If an employee designates a "Float" week as single days, he/she must use any other assigned single days prior to a "Float" week, provided the other assigned single days are scheduled prior to November 15.
4. All "Float" weeks (or remaining days) must be scheduled by September 1. In the event the "Float" week is not scheduled or taken by September 1, the Local Chairman, with the approval of Crew Management Services (CMS), will schedule the remaining "Float" week single days beginning September 1 and ending November 15.
5. This agreement may be cancelled by either party serving 60-day written notice to be effective January 1<sup>st</sup> in the following year.

Signed this 24 day of March 2010 and to be effective Apr. 1, 2010

  
Bruce MacArthur  
General Chairman – BLET

  
T. Gary Taggart  
Director – Labor Relations

**MEMORANDUM OF AGREEMENT**  
between the  
**UNION PACIFIC RAILROAD COMPANY**  
and the  
**Brotherhood of Locomotive Engineers and Trainmen**  
**(For the former C&NW Lines Territory)**

**Modification of rules involving the bulletining of assignments**

Any rule or agreement governing bulletins/bidding road and/or yard assignments contained in the C&NW/CMO/CGW/M&StL and Brotherhood of Locomotive and Trainmen Union Agreements are hereby modified as follows:

Article 1:

Engineers will be required to submit electronically an application to CMS designating his/her first, second, third, etc., preference of assignment(s).

- 1) Terminal of Assignment
- 2) Specific CMS Pool or Board and position
- 3) CMS ID of local, road switcher, or other assignment(s)

Article 2:

- A. Except for newly established assignments, all other permanent vacancies that occur shall be filled by the senior engineer with an application on file with CMS.

Example: A crew is added to an existing pool; the vacancy will be filled by application.

- B. The vacancy will be awarded to the senior applicant on file at the time the vacancy becomes known.
- C. Once an application is honored and the employee is assigned to a position of his/her choice, such application and lower preference

applications will be removed from the employee's requests to CMS. All higher preference application will remain on file with CMS.

- D. Once an assignment is made pursuant to this agreement through the employee's application, the employee will not be allowed to rescind their application for that assignment.
- E. When an engineer can no longer hold an engineer position and are setback to trainmen or become furloughed, all engineer applications on file will be removed.

#### Article 3:

- A. Newly established assignments will be advertised for a period of 5-days.

Example 1: An assigned local is added at a terminal. This new assignment will be advertised for a period of 5-days.

- B. Bids must be submitted no later than 8:00 a.m. the last day of the bulletin, and the senior applicant shall be assigned by 12:01 p.m. that day.
- C. All resulting vacancies will be filled by applications on file in CMS.

#### Article 4:

- A. If a position cannot be filled by application under this agreement, the senior demoted engineer at the point (location) will be assigned to the vacancy or the Carrier may elect to reduce the extra board and force assign the junior engineer cut off the extra board to fill the vacancy.
- B. If there are no demoted engineers at the point (location) available, the senior demoted engineer from the closest point of supply will be forced assigned to the vacancy.

Article 5:

If an engineer is required to take a place on an engineers working list under Article 4 B. hereof at a location where the carrier provides lodging in a designated lodging facility, the engineer so required will be provided lodging. If there is evidence that employees are sharpshooting, to take advantage of this provision, the parties will abolish this unlimited protection and substitute in lieu thereof on the working district a 60-day maximum.

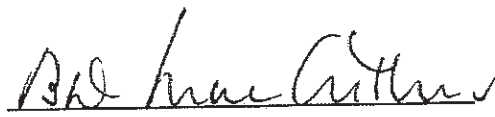
Article 6:

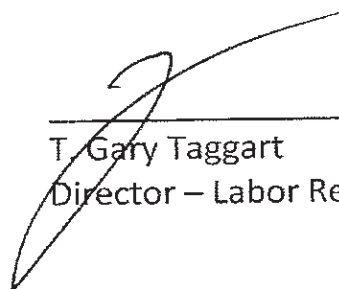
This agreement does not nullify or alter any existing schedule rules or agreements except those specially addressed in this document.

Article 7:

This memorandum of agreement may be cancelled by either party serving a sixty (60) day written notice.

Signed this 24 day of March 2010.

  
Bruce MacArthur  
General Chairman – BLET

  
T. Gary Taggart  
Director – Labor Relations

**MEMORANDUM OF AGREEMENT**  
between the  
**UNION PACIFIC RAILROAD COMPANY**  
and the  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**  
**AND TRAINMEN**  
**(FOR THE FORMER C&NW LINES TERRITORY)**

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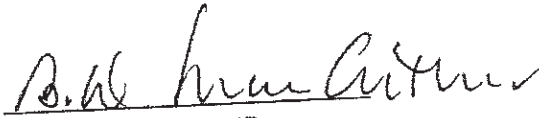
**FAMILIARIZATION BOARD**

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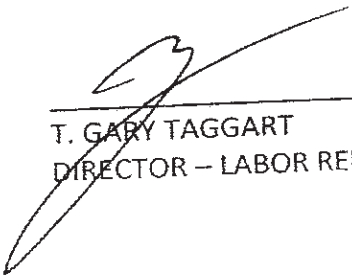
1. Engineers, including trainmen set-up to engineer, requiring familiarization may be removed from their extra board assignment and temporarily placed on a Familiarization Board.
2. The Familiarization Board shall have the same guarantee, pay and offset provisions of the controlling extra board agreement.
3. The BLET local chairman and CMS will work together in order to rotate the engineers through the Familiarization Board.
4. This agreement may be cancelled by either party by serving a 30-day notice.

Signed this 24 day of March 2010.

FOR THE BROTHERHOOD  
OF LOCOMOTIVE ENGINEERS:

  
BRUCE MacARTHUR  
GENERAL CHAIRMAN – BLET

FOR THE CARRIER:

  
T. GARY TAGGART  
DIRECTOR – LABOR RELATIONS

1392735 683

Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION

Award No. 27342  
Docket No. 46245  
11-1-NRAB-00001-050117  
(05-1-117)

The First Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Locomotive Engineers and Trainmen  
(Union Pacific Railroad Company)

STATEMENT OF CLAIM:

“Claim in behalf of Engineer G. Bryant, Chicago Terminal Complex, Union Pacific Railroad, for back pay in accordance with the December, 2003 BLE National Agreement, while employed as Peer Trainer in accordance with the BLE - UPRR System Agreement of 1996. Claim for 4% of earnings from July 1, 2002 to July 1, 2003 and 6.5% of earnings from July 1, 2003 to December 31, 2003.”

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.

This matter has been resolved between the parties.

Form 1  
Page 2

Award No. 27342  
Docket No. 46245  
11-1-NRAB-00001-050117  
(05-1-117)

**AWARD**

Claim dismissed.

**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of First Division**

Dated at Chicago, Illinois, this 28th day of March 2011.

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION**

Award No. 27339  
Docket No. 46237  
11-1-NRAB-00001-050107  
(05-1-107)

The First Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

**PARTIES TO DISPUTE:** (Brotherhood of Locomotive Engineers and Trainmen  
(Union Pacific Railroad Company)

**STATEMENT OF CLAIM:**

“Claim in behalf of Engineer J. M. Dugal, Chicago Terminal Complex, Union Pacific Railroad, for back pay in accordance with the December, 2003 BLE National Agreement, while employed as Peer Trainer in accordance with the BLE - UPRR System Agreement of 1996. Claim for 4% of earnings from July 1, 2002 to July 1, 2003 and 6.5% of earnings from July 1, 2003 to December 31, 2003.”

**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.

This matter has been resolved between the parties.

Form 1  
Page 2

Award No. 27339  
Docket No. 46237  
11-1-NRAB-00001-050107  
(05-1-107)

AWARD

Claim dismissed.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of First Division

Dated at Chicago, Illinois, this 28th day of March 2011.

**Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION**

**Award No. 27338  
Docket No. 46127  
11-1-NRAB-00001-043286  
(04-1-U-3286)**

The First Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

**PARTIES TO DISPUTE:** (Brotherhood of Locomotive Engineers and Trainmen  
(Union Pacific Railroad Company)

**STATEMENT OF CLAIM:**

“Claim of Engineer P. R. Wilcox for 8 hours on November 22, 2003, UP File 1392209 account not allowed sufficient time to inspect the locomotives at the initial terminal of Clinton, Iowa.

Claim premised upon BLE – CNW Schedule Rule 1 (e) and Item No. 4 and 8 of the System Agreement Claim Handling Process of 1996.”

**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 underlying eight hour claim in this matter was entered on November 22, 2003, and alleged that the Claimant was not allowed sufficient time to prepare his

engine as required by Rule 1(e). The Carrier's Timekeeping Bureau declined the claim on December 12, 2003. By letter dated January 21, 2004 (sent certified and received by the Carrier on January 26, 2004) the Organization appealed the denial of this claim. This particular claim (LCN-034-04) was one of 40 claims listed as appealed in the Organization's January 21, 2004 letter. The Organization's January 21, 2004 letter concluded "[p]lease respond if any letter and/or appeal is omitted by postmarking your response within five working days from the date on the Certified Mail Receipt."

By letter dated March 27, 2004, the Carrier denied five similar claims filed by the Claimant, but did not reference this particular claim (LCN-034-04). On April 21, 2004, the Organization wrote the Carrier advising that this particular claim had not been denied in a timely fashion and took the position that this claim had to be allowed.

The relevant Rules provide:

**SYSTEM AGREEMENT - CLAIM HANDLING PROCESS**

\* \* \*

"... [A]ll time claims ... shall be handled as follows:

\* \* \*

4. Within sixty (60) days of the date of the appeal, the highest Labor Relations Officer authorized to handle such claim must notify the employee's representative in writing of his/her decision to reject this appeal.

\* \* \*

8. If either party fails to comply with a time limit contained in this agreement, the claim shall be allowed (if the carrier's failure) or withdrawn (if the organization's failure). Claims so disposed of shall not be considered as a precedent or a waiver of the contentions of either party as to other similar claims."

\* \* \*

While many claims were filed and appealed, the governing Rules are clear and must be followed. The denial of this particular claim was appealed by the Organization in its January 21, 2004 letter, which was received by the Carrier on January 26, 2004. Under Rule 4 quoted above, the Carrier had 60 days to deny the appeal, but it did not do so within that time limit. Under Rule 8 also quoted above, “[i]f either party fails to comply with a time limit contained in this agreement, the claim shall be allowed (if the carrier’s failure). . . .” Given the clear language of the Rules and the clearly stated consequence for failure to deny a claim within the specified time frame, this particular claim must be allowed as presented.

**AWARD**

Claim sustained.

**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 28th day of March 2011.**



**This matter has been resolved between the parties.**

**AWARD**

**Claim dismissed.**

**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of First Division**

**Dated at Chicago, Illinois, this 28th day of March 2011.**

1392734 6083

Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION

Award No. 27341  
Docket No. 46244  
11-1-NRAB-00001-050116  
(05-1-116)

The First Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Locomotive Engineers and Trainmen  
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

“Claim in behalf of Engineer R. Haemker, Chicago Terminal Complex, Union Pacific Railroad, for back pay in accordance with the December, 2003 BLE National Agreement, while employed as Peer Trainer in accordance with the BLE - UPRR System Agreement of 1996. Claim for 4% of earnings from July 1, 2002 to July 1, 2003 and 6.5% of earnings from July 1, 2003 to December 31, 2003.”

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.

This matter has been resolved between the parties.

Form 1  
Page 2

Award No. 27341  
Docket No. 46244  
11-1-NRAB-00001-050116  
(05-1-116)

**AWARD**

Claim dismissed.

**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of First Division

Dated at Chicago, Illinois, this 28th day of March 2011.

Form 1                      NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION

Award No. 27344  
Docket No. 46248  
11-1-NRAB-00001-050119  
(05-1-119)

The First Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Locomotive Engineers and Trainmen  
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

“Claim in behalf of Engineer R. Haemker, Chicago Terminal Complex, Union Pacific Railroad, for pay adjustment in the amount of \$4734.05 for the calendar year 2003 in accordance with the December, 2003 BLE National Agreement, while employed as Peer Trainer in accordance with the BLE - UPRR System Agreement of 1996. Claim for loss of earnings when Union Pacific Railroad failed to adjust Peer Trainer rates of pay as required by the December 16, 2003, BLE National Agreement.”

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.

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Award No. 27344  
Docket No. 46248  
11-1-NRAB-00001-050119  
(05-1-119)

This matter has been resolved between the parties.

**AWARD**

Claim dismissed.

**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of First Division**

Dated at Chicago, Illinois, this 28th day of March 2011.

1392137 603

**Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION**

**Award No. 27343  
Docket No. 46247  
11-1-NRAB-00001-050118  
(05-1-118)**

The First Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

**PARTIES TO DISPUTE:** (Brotherhood of Locomotive Engineers and Trainmen  
(Union Pacific Railroad Company)

**STATEMENT OF CLAIM:**

“Claim in behalf of Engineer R. Haemker, Chicago Terminal Complex, Union Pacific Railroad, for pay adjustment in the amount of \$2132.26 in accordance with the December, 2003 BLE National Agreement, while employed as Peer Trainer in accordance with the BLE - UPRR System Agreement of 1996. Claim for loss of earnings when Union Pacific Railroad failed to adjust Peer Trainer rates of pay as required by the December 16, 2003, BLE National Agreement.”

**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.

This matter has been resolved between the parties.

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**Award No. 27343  
Docket No. 46247  
11-1-NRAB-00001-050118  
(05-1-118)**

**AWARD**

**Claim dismissed.**

**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of First Division**

**Dated at Chicago, Illinois, this 28th day of March 2011.**

1440190 656

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION**

Award No. 27346  
Docket No. 46757  
11-1-NRAB-00001-080005

The First Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

**PARTIES TO DISPUTE:** (Brotherhood of Locomotive Engineers and Trainmen  
(Union Pacific Railroad Company)

**STATEMENT OF CLAIM:**

“Claim in behalf of Engineer S. W. Wendt for \$2,296.96 when removed from service January 1 through January 15, 2006. Claim lost earnings of his assignment to the Guaranteed Extra Board at Mason City, Iowa.

Claim premised upon Guaranteed Engineer’s Extra Board Agreement (1996) and Physical Examination Agreement of (1969).”

**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.

At the relevant time, the Claimant was assigned to the Engineers Extra Board at Mason City, Iowa. The Claimant’s FRA Engineer’s certificate expired on December 24, 2005, and until his certificate was renewed and in accord with FRA

regulations, he could not perform Engineer services and was withheld from Engineer service by the Carrier. This claim seeks compensation for the Claimant for the period of January 1 - 15, 2006, attributing responsibility for the delay in the re-certification process to the Carrier.

The Organization's assertion that the Claimant did not receive his re-certification packet from the Carrier does not excuse the Claimant from his obligation to keep his certificate current. Special Instruction 7-A provides, in pertinent part, that "[l]icense will expire on the employee's birthday, every third year, after being initially certified . . . [i]t is the individual employee's responsibility to ensure that certification is kept current . . . [e]mployees not receiving these [re-certification] packets 90 days prior their expiration date must contact the licensing group . . . to request the necessary forms and instructions." It was, therefore, the Claimant's obligation to make certain that he was re-certified in a timely fashion and not the Carrier's duty to see that he did so.

Part of the re-certification process involves a medical examination. The record shows that due to changing medical contractors, the Carrier did not have a vendor available to perform that portion of the re-certification process from January 3 - 9, 2006. Given that the responsibility for re-certification is the Claimant's, but taking into account that the Carrier did not have a medical contractor in place for the period January 3 - 9, 2006, the Claimant shall not be entitled to the full relief he seeks, but shall be made whole for lost Engineer's wages (less what he earned on another position which the Carrier allowed him to work) for the period January 3 - 9, 2006.

#### 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.

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**Award No. 27346**  
**Docket No. 46757**  
**11-1-NRAB-00001-080005**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**By Order of First Division**

**Dated at Chicago, Illinois, this 28th day of March 2011.**

NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISION

Award No. 27340  
Docket No. 46243  
11-1-NRAB-00001-050115  
(05-1-115)

The First Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

**PARTIES TO DISPUTE:** (Brotherhood of Locomotive Engineers and Trainmen  
(Union Pacific Railroad Company

**STATEMENT OF CLAIM:**

“Claim in behalf of Engineer M. A. Madonia, Chicago Terminal Complex, Union Pacific Railroad, for back pay in accordance with the December, 2003 BLE National Agreement, while employed as Peer Trainer in accordance with the BLE - UPRR System Agreement of 1996. Claim for 4% of earnings from July 1, 2002 to July 1, 2003 and 6.5% of earnings from July 1, 2003 to December 31, 2003.”

**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.

This matter has been resolved between the parties.

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Award No. 27340  
Docket No. 46243  
11-1-NRAB-00001-050115  
(05-1-115)

**AWARD**

**Claim dismissed.**

**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of First Division**

**Dated at Chicago, Illinois, this 28th day of March 2011.**