

PUBLIC LAW BOARD NO. 6558

AWARD NO. 12
CASE NO. 12

PARTIES TO DISPUTE:

SOO LINE RAILROAD COMPANY
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

STATEMENT OF CLAIM:

"Request that Engineer W. H. Miller be allowed a fifty (50) mile runaround account being runaround while first-out, rested and available on February 15, 2000, at his away-from-home terminal (Bensenville) in the Portage/Bensenville ID pool."

FINDINGS:

In the case at bar, there is no dispute in facts. Facts are as follows:

Engineer Miller was in pool service at the away-from-home terminal. He was rested and available for service and was first out. Engineer Michalek was on a Guaranteed Extra Board (G.E.B.); also, at away-from-home terminal at same location. Like Engineer Miller, he was rested and available for service and was second out. The Carrier called Guaranteed Extra Board Engineer Michalek (second out Engineer) prior to calling pool service Engineer Miller (first out Engineer). According to the Carrier, this was done in order to allow Guaranteed Extra Board Engineer Michalek sufficient time to return to his home terminal and to begin his rest day, as scheduled.

Both Carrier and Organization relied on Schedule Agreement, effective January 1, 1999, Article 23 - GUARANTEED EXTRA BOARD (GEBs), Item D (7), to support their positions.

Agreement in pertinent part reads as follows:

"Engineers on a Road Service or Combination Service GEB who are to begin their assigned rest day within 24 hours may be used out of first-in, first-out order in order to facilitate being at their home terminal for their rest day. It is understood that for the purpose of enabling

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rest days engineers may be runaround by other engineers on the board.... without penalty to the company."

The Carrier argues this rule authorizes runarounds because it begins with the proclamation that GEB Engineers may be used out of first-in, first-out order for the purpose of accommodating rest days. The Organization's interpretation, says Carrier, is too restrictive; runs counter to Carrier's understanding that this agreement would make GEB Engineers available for six (6) out of seven (7) days per week; and, with respect to GEB Engineers, renders the engineer useless a day or two before their assigned days off.

The Organization argues the rule cannot be understood in reading the first sentence, only. It points out that the rule goes on to say *"It is understood that for the purpose of enabling rest days, engineers may be runaround by other engineers on the board or they may runaround other engineers on the board without penalty to the company."* The Organization interprets *"on the board"* to mean *"on the Guaranteed Extra Board"*. Therefore, according to the Organization, a Guaranteed Extra Board Engineer can runaround another Guaranteed Extra Board Engineer, only.

Carrier's response is that the Organization's interpretation of Article 23, Item D (7), too narrowly construes the meaning of *"board"*. *"Board"*, says the Carrier, includes pool service engineers as well and is not restricted to Guaranteed Extra Board (G.E.B.), as suggested by the Organization. The Carrier argues such a narrow construction ties its hands in making efficient use of GEB Engineers just prior to rest days.

During oral arguments, the Organization insisted that for a complete understanding, GEB agreement must be interpreted in context of other existing agreements. It made the point that in order for Carrier to, legally, runaround pool Engineers, the existing agreement governing pool Engineers would, also, have to be, specifically, addressed and amended.

In carefully reviewing all evidence and weighing all arguments from partisan parties; and, in studying the provisions of Article 23, Item D (7), there is little doubt that *"board"* as used in the second sentence of Article 23, Item D (7), has, as its referent, Guaranteed Extra Board (G.E.B.) - used in the first sentence - and does not refer to pool service Engineers. In the opinion of this Board, the framers of this agreement clearly contemplated that Guaranteed Extra Board Engineers could runaround other Guaranteed Extra Board Engineers, only.

Two of the architects of the GEB agreement were present during oral arguments to this Board. They concurred that the dispute, now, before us was neither anticipated nor addressed. That fact, combined with the fact that other necessary steps involving related agreements were not taken to

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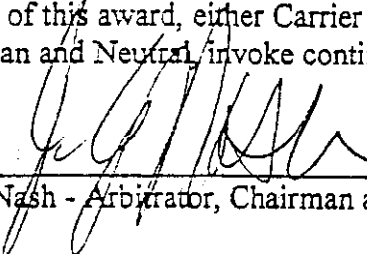
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make feasible the Carrier's current interpretation compels this Board to conclude there was no intent to allow GEB Engineers to runaround pool Engineers.


AWARD

This Board holds that Carrier has violated the agreement and finds in favor of Engineer W. H. Miller. Accordingly, Carrier shall implement this award according to findings within thirty (30) days of its execution by majority members of Board. - -

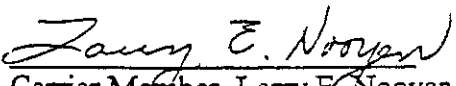
For purposes of interpretation of this award, either Carrier or Organization may, with written communication to the Chairman and Neutral, invoke continued jurisdiction of this Board.



J. E. (Jim) Nash - Arbitrator, Chairman and Neutral Member



Employee Member, D.L. McPherson
International V.P. - B.L.E.



Carrier Member, Larry E. Nooyen
Director - Labor Relations

Dated: 11/21/02