

PUBLIC LAW BOARD NO. 6952

PARTIES TO THE DISPUTE:

Brotherhood of Locomotive Engineers
and Trainmen

AWARD NO. 2
CASE NO. 2

-- and --

Iowa, Chicago & Eastern Railroad

STATEMENT OF CLAIM:

“Claims of L. Mangler (letter of October 30, 2005) and others (see Attachment A file FC1-5-11-05) for a basic day when the carrier used pool service employees instead of extra board employees to protect dogcatching assignments in violation of Rule 1.27(f)(iv).”

FINDINGS:

This Public Law Board No. 6952 finds that the parties are Carrier and Employee, within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

On the claim dates each claimant was first-out, rested and an available extra board engineer when the Carrier used a pool engineer to retrieve – dogcatch – a train that had expired under the Hours-of-Service Act.

Rule 1.27(f)(iv) states:

“Dogcatching crews will be filled from the appropriate extra board (i.e. Davenport Pool by Davenport extra board; Savanna Pool by Savanna extra board) except as otherwise provided.”

We find that this language is controlling. It mandates that dogcatching crews be filled from the appropriate extra board, except as otherwise provided. An exception otherwise provided in the Arbitrated Agreement is found in Rule 1.27(f)(iii) which allows Yard

Engine assignments "...to perform road and/or yard service within fifty (50) mile radius of their assigned terminal. This would include hours of service relief." And, Rule 1.15 recognizes that locals may be used to relieve pools prior to the final terminal tie-up location of the pool.

The Carrier's assertion that a March 23, 2005 Letter of Understanding and Section 1.01 allowed the Carrier to fill dogcatching crews as it did in this case is rejected. A letter of understanding has to specifically address the subject matter in question if it is to negate a clear contractual rule. We find that the preamble to the Arbitration Award does not negate the specific language of Rule 1.27(f)(iv).

We find that the Arbitrated Agreement has been violated in this case and we shall sustain these claims for a basic day for the Claimant extra board employees.

AWARD

Claim sustained.

Order: The Carrier is required to comply with this award within thirty days.


Chairman and Neutral Member


Employee Member


Carrier Member

Dated: 5/12/07