

- G-3 BLE 22 Starts Agreement
02-15-66

BLE 22 Starts Agreement dated 2-15-66

/ c o p y /

AGREEMENT BETWEEN THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS (HEREINAFTER REFERRED TO AS THE ORGANIZATION) AND THE INDIANA HARBOR BELT RAILROAD COMPANY (HEREINAFTER REFERRED TO AS THE CARRIER) WITH RESPECT TO AN ARRANGEMENT PROVIDING FOR AN OPPORTUNITY FOR 22 DEPARTURES IN A MONTHLY PERIOD

WHEREAS the Organization representing engineers in yard service has requested the Carrier to enter into an arrangement providing an opportunity for 22 departures per monthly period;

IT IS MUTUALLY UNDERSTOOD AND AGREED:

(a) On the date the provisions of this agreement become effective, the daily rate of pay for engineers will be as follows:

<u>WEIGHT ON DRIVERS (pounds)</u>	<u>Five Day Work Week</u>
Less than 140,000	\$27.10
140,000 and less than 200,000	27.62
200,000 and less than 250,000	27.82
250,000 and less than 300,000	28.00
300,000 and less than 350,000	28.18
350,000 and less than 400,000	28.44
400,000 and less than 450,000	28.69
450,000 and less than 500,000	28.94
500,000 and less than 550,000	29.19
550,000 and less than 600,000	29.41
600,000 and less than 650,000	29.62
650,000 and less than 700,000	29.84
700,000 and less than 750,000	30.06
750,000 and less than 800,000	30.27
800,000 and less than 850,000	30.49
850,000 and less than 900,000	30.70
900,000 and less than 950,000	30.92
950,000 and less than 1,000,000	31.14
1,000,000 pounds and over	With 21½¢ added for each add'l 50,000 lbs or fraction thereof.

(b) The rate of pay in effect on the date of execution of this agreement includes the wage increase provisions effective June 1, 1964, as provided for in the agreement dated July 18, 1964, but the rates do not include that portion of the named agreement providing:

"2(a) Effective June 1, 1964, the standard basic daily rates of pay of locomotive engineers (motormen) in effect May 31, 1964, as increased by Paragraph (1)(a) hereof, will be further increased by the addition of \$1.50 in all classes of road freight and yard service when the engine crew consists of only a locomotive engineer."

(c) This agreement is in lieu of the Five Day Work Week provisions of the agreements of May 23, 1952, applicable to engineers represented by the Organization.

(d) If at any time subsequent to the execution of this agreement the Organization serves notice to adopt the actual Five Day Work Week it will be established in accordance with the provisions of Article 3 of Agreement "A" dated May 23, 1952, and thereafter the provisions of this agreement will no longer apply.

- 1) Effective March 1, 1966, engineers in yard service will work under an arrangement providing for an opportunity for 22 departures in a monthly work period.
- 2) Assignments commenced prior to March 1, 1966, will not be affected by the terms of this agreement.
- 3) Service as engineer in yard service under this agreement shall apply to yard, belt line, transfer service, all miscellaneous service, any combination thereof, or any service where the rules require the services of an engineer.
- 4) Engineers in yard service will be divided into groups with the object of having enough engineers to cover the work on days off of other engineers.
- 5) The seniority board of engineers will be grouped according to alphabetical order as shown in Item 6. A to E (both inclusive) will run from the first (1st) to the end of the month. F to J (both inclusive) will run from the eighth (8th) to the seventh (7th) of the following month. K to R (both inclusive) will run from the fifteenth (15th) to the fourteenth (14th) of the following month. S to Z (both inclusive) will run from the twenty-second (22nd) to the twenty-first (21st) of the following month.
- 6) The groups to be used beginning March 1, 1966, will be as follows:
 - Group 1 - from the first of the month to the end of the month - A to E, both inclusive.
 - Group 2 - from the eighth of the month to the seventh of the following month - F to J, both inclusive.
 - Group 3 - from the fifteenth of the month to the fourteenth of the following month - K to R, both inclusive.
 - Group 4 - from the twenty-second of the month to the twenty-first of the following month - S to Z, both inclusive.

- 7) The number of engineers in each of the groups is subject to change by agreement between the General Chairman and the Carrier to meet the demands of economical service.
- 8) An engineer's work period will begin with the first day of the monthly period in the alphabetical group in which his name falls.
- 9) Rest day time will begin on the calendar day starting at 12:01 a.m. but not less than eight (8) hours after the tie-up time of the last assignment worked prior to "calendar rest day."
- 10a) Regularly assigned and extra engineers who desire to work as extra engineers after completing 22 straight time tours of duty or a combination of punitive and straight time tours of duty, must register in writing their names with the crew caller within eight hours after completing their 22 departures during the monthly period. *See letter agreement dated February 16, 1966.*
- 10b) Engineers registering for extra work as provided for in 10a will be placed on the "available extra board" and will be used from said "available extra board" when the extra board is exhausted on a first-in first-out basis without regard to the rate of pay their tour of duty demands.
- 10c) If an engineer refuses to work when called off the "available extra board" his name will be removed for the balance of his monthly work period. If an engineer misses a call, the 10 hour rule will apply and his name will be placed at the foot of the "available extra board." X
- 11) Regularly assigned engineers must return to their regular assignment on the first day of their monthly work period or another assignment, which includes the extra board, through the exercise of seniority in accordance with prevailing schedule rules, and will be paid at the straight time rate for the first eight (8) hours of their tour of duty.
- 12) Any engineer reporting for duty and permitted to leave his assignment before working the full eight hours will be counted as having a day worked.
- 13) Service performed as an engineer, fireman, hostler, or hostler helper will be included in determining service under the 22 departure arrangement. After a combination of service as herestated has been performed, the engineer will be privileged to exercise the provisions of Section 10a and 10b of this agreement.
- 14) It is recognized that the Carrier is entitled to have an extra engineer work 22 straight time starts in yard service in a monthly work period without regard to overtime shifts which may be worked under provisions of the Agreement of August 11, 1948, subject to the provisions of Sections 10a and 10b of this agreement.

- 15) Regular assigned engineers working as such more than 22 straight time starts in a monthly work period shall be paid one and one-half times the basic straight time rate for such excess work.
- 16) In the event an additional day's pay is paid to a regularly assigned or an extra engineer for other service performed or started during the course of his tour of duty in yard service, such additional day will not be utilized in computing the 22 straight time starts.
- 17) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for work referred to in Item 16 be utilized in computing the 22 straight time eight hour shifts referred to in such Item 16, nor shall time paid for in the nature of arbitraries or special allowances such as deadheading, attending court, inquests, investigations, examinations, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.
- 18) Nothing in this understanding shall be construed as creating a minimum or maximum guarantee or that any guarantee as to number of days worked is or will be contemplated, intended, or implied, by any of the provisions of this arrangement.
- 19) Agreements, rules and/or practices in conflict with the provisions of this agreement are superseded hereby.

This agreement shall become effective March 1, 1966, and may be cancelled at any time by either party upon thirty days' written notice until September 1, 1966, after which date it may be revised or cancelled in accordance with the provisions of the Railway Labor Act, as amended. This cancellation clause in no way affects the provisions of Paragraph (d) herein pertaining to Article 3 of the May 23, 1952 agreement.

Signed at Hammond, Indiana, this 15th day of February 1966.

FOR THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:

/s/ C. J. Shear

General Chairman

FOR THE INDIANA HARBOR BELT
RAILROAD COMPANY:

/s/ C. B. Fleming

General Manager

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS ENGINEMEN EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS WITH RESPECT TO THE APPLICATION OF NATIONAL HOLIDAY PAY AGREEMENTS TO SUCH EMPLOYEES WORKING UNDER THE 22 START AGREEMENT.

IT IS AGREED:

1. For the purpose of applying the provisions of the national agreements governing the payment of a holiday pay arbitrary allowance to employees working under the twenty-two (22) start agreements in effect on the IHB Railroad, it is understood that rest days under such agreements do not start until an engineer has completed his 22nd start in his monthly work period.

2. Engineers, working under a 22 start agreement, who are regularly assigned to assignments bulletined to work but 5 or 6 days per week, and who lay-in with such regularly assigned jobs on the days such assignments are not scheduled to work, will not be disqualified from receiving the holiday pay arbitrary allowance provided under the national holiday pay agreements as long as they work such regular assignment on the last scheduled work day prior to the holiday, the holiday (if the job is worked), the first scheduled work day after the holiday and they do not voluntarily change jobs during this period of time.

3. Engineers regularly assigned to a 5 or 6 day assignment, who are displaced or whose assignment is annulled or abolished on one of the qualifying work days other than the holiday, must exercise his seniority in compliance with the applicable rules in effect and must work or otherwise make himself available for work on the work day immediately before and after the holiday to be qualified for the holiday pay arbitrary allowance.

4. This agreement shall become effective November 5, 1980, and shall remain in effect until changed or abrogated under the provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana, this 5th day of November, 1980.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

G. R. DeBolt
G. R. DeBolt, General Chairman

FOR THE INDIANA HARBOR BELT RAILROAD COMPANY:

W. F. Snell
W. F. Snell, Director,
Labor Relations and Personnel

INDIANA HARBOR BELT RAILROAD COMPANY

A. F. LIESENFELT
Assistant General Manager
Labor Relations

2721 - 161st Street
Hammond, Indiana

February 16, 1966

Mr. C. J. Shear, General Chairman
Brotherhood of Locomotive Engineers
2631 Spruce
River Grove, Illinois

Dear Sir:

Our telephone conversation on Tuesday, February 15, 1966, re Section 10a of the agreement providing for 22 departures in the monthly work period for engineers on the Indiana Harbor Belt Railroad.

An engineer reporting to the crew dispatcher either in person or by telephone, giving his name and identification number, within the eight hours provided for, will be considered as having complied with the requirements of Section 10a.

Very truly yours,

/s/ A. F. LIESENFELT

- C O P Y -

INDIANA HARBOR BELT RAILROAD COMPANY.

APPLICABLE PROCEDURE GOVERNING 22 DEPARTURES
FOR ENGINEERS
UNDER EXISTING AGREEMENTS.

1. Does service performed as an engineer, fireman, hostler, hostler helper determine service under 22 departure agreement?

Yes, any combination of service is to be computed in determining the 22 departures.

2. How are departures computed relative to straight time and overtime starts?

All departures, regardless of straight or overtime starts are to be computed in determining 22 departures.

3. What is the procedure to follow when an engineer has completed 22 departures?

He may stay on His Run (but not work) until the beginning of his next work period, or he may exercise his rights under this agreement and go to the Available Extra Board until the beginning of his next work period as outlined in Paragraph 10-B.

4. Can he register with crew dispatchers for extra work after completing 22 departures?

Yes, he must register within 8 hours after his tie up time of his 22 starts with crew dispatcher who will place him on the available extra board.

5. What time does he go on the Available Extra Board?

1. At the time he calls the Crew Dispatcher.

6. How is he used off this Board?

He is used in rotary fashion, the same as Regular Engineers Extra Board, first in, first out, regardless of punitive time.

7. What if he misses a call off the available extra board?

The ten (10) hour rule will apply, and his name will be placed at the foot of the available extra board.

8. What if he refuses to work when called off the available Board?

His name will be removed for the rest of his monthly work period.

Page - 2.

9. Do vacation days count as starts?

No, they do not count as starts.



10. Who is to be called for emergency running?

The oldest available fireman at the terminal where the vacancy occurs, after the regular engineers extra board and engineers available extra board has been exhausted.

11. Can any Engineer, younger in seniority, take his assignment as a regular assignment during his rest period?

Yes.

12. How is he to return to work, after 22 departures, for his next work period?

He must give crew dispatcher three (3) hours notice to return to his job, or 12 hours notice to bump onto another job.

13. If he is on his 21st start on a Norpaul Job, and takes an Argo Job for his 22nd start, does the Argo Job become an "open" job at the completion of his 22 starts?

Yes, and no deadhead is paid while he owns the job.

14. How does deadhead pay apply if he is bumped off an Argo run during his rest day time as prescribed in Article 9 of Current Agreement?

Deadhead pay is applied as under current existing Agreements.

15. If he works the Argo Job one day, completing 22 departures, must he go back to the job when he starts his next work period?

Yes, he must be marked up on the job two (2) more days, or a total of three (3) days, unless he has a bump coming.

16. Must regular assigned engineers return to their regular assignment as prescribed in Article 11 of the 22 Departure Agreement?

Regular Engineers may return to their regular assignment through the exercising of their seniority in accordance with prevailing schedule Rules.

CC: Crew Dispatchers
B.J. McCanna
A.R. Terrill
A. Liesenfelt

COPY

Gibson, Indiana.
February 16, 1966.

File - 13.1.3.A

ALL ENGINEMEN CREW DISPATCHERS:

Attached for your perusal are guidelines to follow in the application of the Engineer's 22 Departure Agreement.

On the effective date of the engineer's 22 Departure Agreement all enginemen Crew Dispatchers, on each tour of duty, will arrange to keep current the number of departures, straight or overtime, in engineer's, fireman's, hostler's and hostler helper's classes of service, and will remove from the regular assignment, or extra board, all enginemen personnel who have completed 22 departures, for the balance of their current work period.

These men removed may exercise their rights to available extra work under the existing Agreement.

The aforementioned also applies to fireman (helper) personnel.

These records must be checked daily for 22 departure personnel as no penalty can be assessed engineers for exceeding 22 departures.

P.M.White,
Road Foreman-Trainmaster.

pmw/aj
CC: Messrs - B.J. McCanna
A. Terrill
A. Liesenfelt

C
O
P
Y

Gibson, Indiana.
March 31, 1966.

File - 13.1.3.A
13.1.3.B

ENGINEMEN CREW DISPATCHERS - GIBSON
BLUE ISLAND

With reference to 22 Departure Agreement for engineers and 22 starts for firemen: If a fireman completes his 22 starts on the last day of his work period prior to 11:59 P.M., he is to be taken off his job or the extra board until 12:01 A.M. on the first day of his next work period.

If he reports back to the Extra Board he would go to the foot of the board at the time he reports availability.

If a fireman is on the fireman's available extra board after the completion of 22 starts, and he is set up to engineer's service at this time, he is to go to the engineer's available extra board, until such time as he is set back or begins a new work period.

Crew Dispatchers will not be required to notify enginemen personnel that they have completed 22 starts, but will advise enginemen of the number of starts if requested.

P.M. White,
Road Foreman-Trainmaster.

pmw/aj
CC: Messrs - B.J. McCanna
A.R. Terrill
A.F. Liesenfelt.

Arthur T. Van Wart
Arbitrator

3630 Peachtree Rd., Suite 19
Atlanta, Ga. 30126
404 - 233-0814

March 20, 1978

W. J. Wanke, Vice President
Brotherhood of Locomotive Engineers
B of LE Building
Cleveland, Ohio 44114

Dear Mr. Wanke:

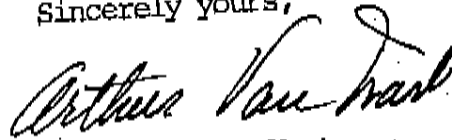
Re: Public Law Board 1800

In reference to your inquiry of March 15, 1978, concerning the status of the three (3) cases placed before PLB 1800, please be advised that said Awards were signed by both parties at an Executive Session held last August 16, 1977. District Chairman Dennis Jones dissented therefrom. Such Awards concluded the activities of Board No. 1800.

Mr. Jones presented some written questions to me at that session which I agreed that I would give an answer on but outside of the Awards.

Enclosed for your information are copies of said Awards, the questions of District General Chairman Jones and my answers thereto.

Sincerely yours,



Arthur T. Van Wart

cc: Mr. Dennis Jones

Mr. W. F. Snell ✓



Brotherhood of Locomotive Engineers

B. O. F. L. E. BUILDING
CLEVELAND, OHIO 44114

W. J. WANKE
Vice-President

March 15, 1978

Arthur T. Van Wart
Chairman and Neutral Member
Public Law Board No. 1800
3630 Peachtree Road, Suite 19
Atlanta, Georgia 30326

RE: Public Law Board No. 1800
BLE - Indiana Harbor Belt


Dear Mr. Van Wart:

In checking my records I find that I do not have any disposition of the three (3) cases which were pending before the above-captioned Board.

It is my understanding that the parties met in Executive Session on August 16, 1977, with District Chairman Dennis Jones representing the undersigned.

It would be appreciated if you would advise me what is the present posture of this Board, and if the awards are yet to be finalized.

Very truly yours,



W. J. Wanke
Vice President

cc: Dennis Jones, Dist, Chr.-CR

Serving Since 1863



Arthur T. Van Wart

Arbitrator

3630 Peachtree Rd., Suite 19

Atlanta, Ga. 30326

404 - 233-0814

March 18, 1978

Dennis Jones, General Chairman
 Brotherhood of Locomotive Engineers
 1520 East Riverside Drive
 Indianapolis, Indiana 46202

Dear Mr. Jones:

Re: Public Law Board No. 1800

At the time of adoption of Awards 1, 2 and 3 by our Board, you presented two lists of questions, fourteen in number, which you desired an answer thereto. I agreed to give answers thereon but outside the Awards.

Please keep in mind that any answer given does not purport to represent, nor would they in fact represent, an interpretation of any of such Awards, and that such answer given is mine and not that of the Board or Members thereof and that the Agreement and words used was that as presented by the BLE to Carrier. (It is thus, in effect, your language.)

10 Question Sheet

#1 "Opportunity" - As defined by Wester is, "1. A combination of circumstances favorable for the purpose."

Many factors or "circumstances" over which Carrier can exert little or no control affect such "opportunity," as, for instance: the number of jobs worked (they are dictated by the needs of the service); the length of time such jobs are worked; the number of engineers at each terminal; the number of engineers needed for jobs not anticipated; the number of engineers available; the number of engineers who are off on authorized leave of absence, vacations, etc.; the number of engineers laying off for any reason -- or off because of illness and injury while on their jobs; the number of engineers the right of an engineer, after notice, to move back and forth from a regular job to an extra list and the relative standing on the extra list. Consequently, the words "opportunity" and "guarantee" are obviously opposite each other in meaning.

#2 "Article 40" - Yes, but such matter was not in proper form before this Board. This Rule, it would appear, was, as contemplated by the May 23, 1952 National Agreement, modified by the 22 Start Agreement.

#3 "Significance" - Among other things, any change in the number of engineers to share the work could have some significance. However, such matter was not before our Board.

March 18, 1978

Mr. Dennis Jones

- #4 - I cannot speak authoritatively on prospective claims, nor could I properly express my view absent facts upon which to base same. However, there are Awards on the subject matter which appear to go both ways on the matter.
- #5 - The answer was not negative.
- #6 - That question addresses itself more to the Author of the Agreement. My view is that D-18 is unambiguous and speaks for itself.
- #7 - I'm not sure that I understand your question but records are an obvious and necessary tool in the regulation of extra lists. Again, that subject was not before our Board.
- #8 - It may and may not, depending on what is involved and, among other things, the time element between such two periods.
- #9 - Generally very little except where the purpose, intent and language employed are identical, then it could.
- #10 - This question is also unclear. What is meant by "mutual interpretation"? A written rule thereon? The thought meant to be conveyed was that the BLE proposed the agreement, which was adopted. The BLE wrote the proposal. The BLE stated in their words that "nothing in this understanding shall be construed as creating a minimum or maximum guarantee or that any guarantee as to the number of days worked is or will be contemplated, intended or implied by any of the provisions of this Arrangement." That is clear, concise and strong language as to the intent and purpose of the 22 Week National Agreement which was but one version of the May 23, 1952 Short Work the March 1, 1966, Agreement, meant what he said. A Rule and not practice was here involved.

4 Question Sheet

- #1 - Previously answered. See Answer No. 1 above.
- #2 - No. The Agreement in question must speak for itself. Also, as pointed out in Answer No. 1 above, what an individual does may affect not only himself but also others.
- #3 - Again, it should be pointed out that the March 1, 1966 Agreement came the employees' side of the table. It represented the desires of the Engineers' organization. Such question was not before me, hence, questions on the scheme of work involved are not properly answerable by me.
- #4 - I heard nothing on this question and it would be most improper for me to address myself thereto.

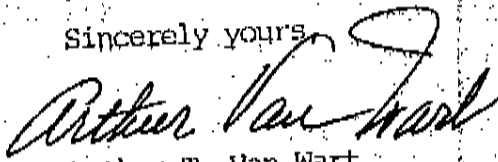
March 18, 1978

-3-

Mr. Dennis Jones

I've tried, within the constraints of the limitations placed upon me by the nature of my position, within the framework of an absence of mutual views of both parties and the absence of evidence thereon given me, to answer the questions you raised.

Sincerely yours



Arthur T. Van Wart

cc: Mr. W. F. Snell
Assistant General Manager
IHB RR

September 23, 1977

Mr. A. T. Van Wart
3630 Peachtree Road
Suite 19
Atlanta, Georgia 30328

Dear Mr. Van Wart:

In Executive Session of Public Law Board No. 1800 on August 16, 1977, Labor Member Dennis Jones submitted two lists of fourteen questions to Neutral Member Mr. A. T. Van Wart. Mr. Jones alleged these questions to be in connection with the awards being rendered on the three cases adjudicated by the Board and insisted that such questions be answered by the Neutral Member of the Board for interpretation of the Agreement in question.

The objection of the Carrier Member was noted and the Neutral Member gave the parties until September 30, 1977 to give, in writing, their position on these questions, or otherwise make reply thereto.

The questions as posed by the Organization's lists do not restrain themselves to the basic dispute as contained in the claims listed for adjudication by P.L. Board No. 1800 but wander so far afield as to constitute a new "claim" or "grievance" which is not encompassed by the Agreement which established this Board, therefore, Carrier strenuously objects to the question submitted to the Board as such questions are untimely, irrelevant and not within the jurisdiction of the Board for consideration of any kind.

Paragraph (B) of the June 17, 1976 Agreement establishing this Board reads:

"(B) The Board shall have jurisdiction only of claims and grievances, including discipline, submitted to it under this agreement arising out of the interpretation of agreements governing rates of pay, rules or working conditions, as hereinafter provided. A list of cases shall be prepared which shall constitute the original list of claims and grievances to be decided by this Board and shall be attached hereto as the 'Original List'. Such list shall include only cases on which a decision has been rendered by the highest officer designated by the Carrier to handle such disputes. Additional claims and grievances may, by mutual agreement of the parties, be submitted during the life of the Board." (Underscoring added)

Mr. A. T. Van Wart

- 2 -

September 23, 1977

There has been no agreement of any kind to submit additional "claims and grievances" to this Board and the jurisdiction of the Board can go no further than to render a decision on the three claims listed on ATTACHMENT "A".

ATTACHMENT "A" of the "Original List" contains three (3) cases which were listed to this Board for adjudication as follows:

"ATTACHMENT "A"

"CASE NO. 1 - E-506 27-3-G-E #1222-T, Engr. J. B. Brown dated 3-31-75, claiming eight (8) hours straight time.

"CASE NO. 2 - E-511 27-3-G-E & F #1233-T, Engr. M. Dandurand dated 5-25, 27, 28-75, for eight (8) hours straight time on each date.

"CASE NO. 3 - E-513 27-3-G-E #1236-T, Engr. R. W. Baggott dated 6-29-75, claiming eight (8) hours straight time."

The claim made in these cases as handled on the property was for "not given opportunity to make 22 starts." Award No. 1 denied the claim found in that case stating, in part:

"The 'arrangement' and 'opportunity' as referred to in d(1) of the Agreement has not since the inception of the March 1, 1966 Agreement, been equated to mean guarantee. If the Board were to sustain this claim it would, in effect, be thereby changing the terms of the Agreement. It is specifically barred therefrom by the terms of the Agreement establishing this Board."

The Carrier is in agreement with the above and such a decision would bar any further attempt by the Organization to change the terms of the Agreement. This very subject matter is clearly covered in paragraph (C) of the June 17, 1976 Agreement reading:

"(C) The Board shall not have jurisdiction of disputes growing out of request for changes in rates of pay, rules or working conditions nor have jurisdiction to change existing agreements concerning rates of pay, rules or working conditions, or to establish new rules." (Underscoring added)

Mr. A. T. Van Wart

- 3 -

September 23, 1977

The denial decisions in Award Nos. 2 and 3 were made "on the basis of the evidence and record offered in Case No. 1" and clearly set forth that the claims in those Cases are "identical to that in Case No. 1 the findings of which are by reference hereto made a part hereof."

The Organization's argument throughout its handling of these cases before this Board was an attempt to interpret the word "opportunity" to provide them a guarantee under the provisions of the March 1, 1966 Agreement. The Awards clearly rejects the Organization's attempt to make such an interpretation and the questions now submitted are merely a further attempt to change the clear and unambiguous terms of the agreement by subterfuge.

Carrier clearly set forth the meaning of the word "opportunity" in its submissions before the Board which conclusively showed that "The word 'opportunity', tortuously or otherwise, cannot properly be interpreted to provide any guarantee as alleged in the claim." Carrier pointed out during the Board's hearing that the ebb and flow of list adjustments, overtime assignments worked, exercise of seniority by employees and/or assignment changes could easily operate to affect one employee in such a way as to limit his actual number of starts far below that of other employees working the same list, yet such an employee could be financially far ahead of his fellow extra employees on the same list during the same period of time. Such matters are completely out of the control of both the Carrier and the Organizational representatives adjusting such lists and, therefore, would prohibit any penalty claim for anyone coming short of making their 22 starts under such conditions. The parties negotiating the March 1, 1966 Agreement were well aware of those conditions and consideration of such circumstances led to agreement that no guarantee would exist in the March 1, 1966 Agreement.

The Awards are clear; there is no guarantee provided in the March 1, 1966 Agreement; Article 40 of the BLE Agreement Schedule was superseded and modified by that agreement accordingly. It is the position of the Carrier that the Organization's questions submitted to the Board are untimely, irrelevant and not within the jurisdiction of the Board, therefore, no consideration should be given to the questions submitted and any document issued by the Neutral Member of the Board should so find.

Very truly yours,

/s/ W. F. SNELL

CC Mr. Dennis Jones

1. Please define the word "opportunity" as applied to Section or Paragraph D-1 of the March 1, 1966 Agreement.
2. Does Article 40, "Representation and Mileage Regulations" have any significance in making a determination as to whether or not an engineer will or will not have "an opportunity for 12 departures in a monthly work period"?
3. If the answer to Question 2 is in the affirmative, what is that significance?
4. If Carrier fails to adjust or regulate work or mileage as per Article 40, and Article 35, current agreement, would claims of the nature of that brought before Public Law Board #1800 as Case #1, be valid?
5. In light of an affirmative answer to Question 2, please justify a negative response to the foregoing Question 4.
6. What effect or bearing does Section D-18 have on Section D-1 of the March 1, 1966 Agreement?
7. To enable both Carrier and Brotherhood to have knowledge of proper application of the Agreement, should records of regulation of work and mileage under Article 40 be made readily available to the duly recognized BLE representative?
8. Would an engineer's failure to file claims in any previous work period be germane to a claim filed for a subsequent work period?
9. What bearing does any Agreement between this Carrier and any other organization have upon the interpretation and application of an Agreement between this Carrier and the Brotherhood of Locomotive Engineers?
10. When the Neutral Member of this Public Law Board #1800 states, "The "Agreement" and "opportunity" as referred to in D (1) of the Agreement has not since the inception of the March 1, 1966 Agreement, been equated to mean guarantee", does he mean that in the absence of an agreed to mutual interpretation by the parties that the practice on the property establishes a rule or understanding favorable to one party or the other?

B. J. SHEAHAN, SEC. Y. TREAS.
16608 WABASH COURT
SOUTH HOLLAND, ILL. 60473
TELEPHONE: 339 8779

R. E. SHEAHAN, PRESIDENT
11119 EDENCOKE AVE.
RIVERDALE, ILL. 60627
TELEPHONE: 941 1754

16661 88TH AVENUE
ORLAND PARK, ILL. 60462
TELEPHONE: 532 6626

Brotherhood of Locomotive Engineers



DIVISION 882
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Questions to be asked on Twenty-two Start Agreement

1. Explain the wording, or interpret the wording in paragraph (1) pertaining to an opportunity for 22 departures.
2. Is it not the Carrier's responsibility to see that all engineers will be given an opportunity to make 22 starts in a calendar month.
3. Nowhere in this agreement does it specify that an engineer is required to work 22 days straight without a day off. Then why can the Carrier take the position that an engineer is not entitled to a day off until after he has completed his 22nd start.
4. Can the holiday pay arbitrarily be counted against the 22 straight time starts in a monthly work period the same as the second assignment within 22hr, which the Carrier interprets an engineer working off the available board must work the first start at straight time.

1. 11/12/2005 by Bill G. Jones