



# Brotherhood of Locomotive Engineers and Trainmen

GENERAL COMMITTEE OF ADJUSTMENT  
Union Pacific Western Lines  
404 North 7th Street, Suite A  
Colton, CA 92324-2941  
(909) 514-1056 • FAX (909) 514-1089

D.W. HANNAH  
Chairman

February 15, 2008

Mr. J.H. Booth, III., Local Chairman  
BLET Division 28  
6600 N. Paseo de Angel  
Tucson, AZ 85741

Org. File E-29059

Dear Sir and Brother:

Please refer to your January 31, 2008 letter wherein you have asked two questions regarding the May 13, 2004 agreement known as the "Agreement – Modifications – Engineer Compensation and Utilization."

Q1. "... does a junior engineer cut from the extra board have right of displacement before being forced-assigned to a no-bid vacancy?"

A.1. YES.

Q.2. "... does the Carrier have the right to implement step E.3. prior to steps E.1. and E.2?"

A.2. NO.

The May 13, 2004 Agreement – as identified in the title is a "MODIFICATION" to certain prior existing agreements. My above answers would have been different prior to May 13, 2004, however since the prior existing agreements were therein "MODIFIED" prior existing rulings were changed therein.

**VIII. APPLICATION (STANDING BID) SYTEM E**, states, "If a position cannot be filled by application under this agreement – i.e. there are no applications for the position – it ***shall*** be filled in the following order." (Emphasis added.) In this instant case the word "shall" is recognized in the industry as "absolute." Therefore the Carrier must comply with items, 1.2.&3, as identified in the agreement. The demoted senior engineer must

be forced assigned to any no bid position prior to force assigning from the protecting extra list.

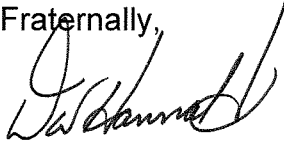
December 18, 2007, during a meeting with Labor Relations at West Colton, California, I discussed the issues you were having in Tucson with Mr. A.C. Hallberg, Director of Labor Relations, and he concurred with my position regarding the displacement rights of engineers reduced from the working list.

We have developed some interesting scenarios since the inception of the January 10, 2006 Ebb and Flow Agreement, which also deals with some of the issues herein. The January 10, 2006 Ebb and Flow Agreement, in VI GENERAL AND SAVINGS CLAUSES A., established a process to review these types of issues. I need to get with the Carrier and the UTU to specifically address and review both the EF&T Agreement and the May 13, 2004 Modification Agreement; specifically addressing the force assignment from the Engineer Reserve Boards. The current process and agreement language is self defeating to the reasons why we establish reserve boards in the first place.

I am also enclosing my November 8, 2004 letter addressed to Mr. Hallberg, which is an excepted ruling with Labor Relations dealing with force assignment to no bid position when engineers are displaced and have no junior engineers to exercise seniority against.

I remain,

Fraternally,

A handwritten signature in black ink, appearing to read "D.W. Hannah". The signature is stylized and cursive.

D.W. Hannah

cc: All S/T's and L/C's



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D.W. HANNAH  
Chairman

November 8, 2004

Mr. A.C. Hallberg, Director Labor Relations  
Union Pacific Railroad Company  
10031 Foothills Blvd.  
Roseville, CA 95747

Org. File E-0466 &  
Org. File E-6793

Dear Sir:

This morning I had a telephone conversation with General Director CMS M. Brazytis regarding Section 10(a) of Article 32 of the Agreement covering Engineers, which was modified by the May 13, 2004 Engineer Compensation and Utilization Agreement, in **Article VIII. APPLICATION (STANDING BID) SYTEM.** Specifically, our discussion pertained to assigning engineers to vacancies where no standing bid existed in the Los Angeles Hub.

I informed Mr. Brazytis that "unassigned" engineers, (or those on the bump board), who are the junior engineers on the seniority district, who are unable to exercise any other seniority rights, should be immediately placed on standing bid positions to which have gone "no bid." As an example, in the Los Angeles Hub at Colton, California, there were several junior engineers on the "BT10" Boards, who had no junior engineers on the working list which they could displace. Yet the RE10 Pool had eleven (11) unassigned "no bid" vacancies. By agreement, those engineers on the BT10 Board should have been immediately placed on the RE10 unassigned vacancies.

Mr. Brazytis and I had a discussion regarding **ARTICLE X – DISPLACEMENT** of the 1996 UP National Agreement, which states in Section 1 (c) as follows:

"In the event force assignment is not compatible with local agreements, prior to implementation, the parties will meet on property to determine an avenue of assignment."

There were, in fact, many on property negotiations with you, and other negotiations with Mr. Olin and Mr. Meredith that led to the May 13, 2004 Engineer

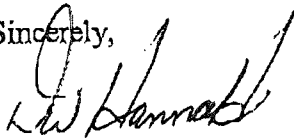
Compensation and Modification Agreement. Previous to the May 13, 2004 Agreement, the only position(s) on the former SP Western Lines subject to force assignment(s), were yard vacancies that went no bid. The May 13, 2004 Agreement subjects all "no bid" positions to force assignment. Considering that the RE10 unassigned positions were within the 30 miles as identified in Article X of the 1997 UP National Agreement, (actually, in this case, the same reporting point), and considering the engineers identified had no other positions to which they could exercise their seniority, I informed Mr. Brazytis that those engineers so unassigned, (on the bump board), should be immediately placed on the RE10 no bid positions.

Previously, accepted rulings on January 14, 1948, and December 6, 1961 by General Chairman J.P. Colyar and the Southern Pacific, have repeatedly stated that no bid positions would be assigned the youngest unassigned engineer on the working list, even though he/she were on vacation, bump board, or leave of absence; (except a leave of absence of more than one (1) year.) Upon return from vacation or leave of absence these engineers would have displacement rights against any junior engineer assigned to a vacancy or new position, if said vacancy or new position had been created after the engineer left on his vacation/leave if assigned before his/her return.

Therefore, considering the facts as I have identified herein, the forty-eight (48) hour provision identified in Section 1 (a) of ARTICLE X - DISPLACEMENT of the 1996 UP National Agreement, has been superseded by the May 13, 2004 Agreement. The BLE-T President has previously ruled that there was nothing in this Committees' May 13, 2004 Agreement that conflicted with National Division Agreements or Laws.

Therefore, I would ask you to concur with my position, that engineers should not be allowed to remain on a bump board for any period of time duration when they are working with thirty (30) miles of their current reporting point, and who have no other positions to which they may currently exercise their seniority.

Sincerely,



D.W. Hannah

 11/16/04  
Concur: A.C. Hallberg, Director Labor Relations

*Note - This applies to the entire Western Lines Territory.*