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Award No. 12
Co. File 1265118
Org. File 28476

PUBLIC LAW BOARD NO. 6567

Parties:

Brotherhood of Locomotive Engineers
And
Union Pacific Railroad Co.

Statement of claim:

Claim of Engineer C.E. Lafond (hereinafter claimant) for compensation for all time lost, including time lost attending the investigation, in connection with claimants assessment of Level 4 Upgrade. Further, claimant's vacation rights to be restored and his personal record to be expunged of any notation pertaining to this case.

Background:

Claimant was promoted to engineer on November 17, 1995. On the date in question (March 27, 2001) claimant was operating in freight service from Vaughn, NM to Dalhart, TX on train identified 1GSKR7-25. The crew consisted of claimant and his conductor. Upon leaving the limits of a suspended signal territory claimant operated beyond a stop signal at MP598-65. Claimant was in possession of Track Bulletin Form C, which made reference to G.C.O.R. Rule 9.23. When the train dispatcher became aware of the fact that claimants train was beyond the signal at MP598.65, he ordered the train to remain at that location.

The train dispatcher directed Mr. G. Jeffers – Manager of Operating Practices to board the train and interview the crew.

Carriers Position:

Carrier asserts that rule 9.23 is clear and quite specific. Claimant was in possession of Track Bulletin Form C, and that form referenced rule 9.23. GCOR Rule 9.23 states the manner in which claimants train is to be operated. Claimant was required to obey the

aspect of the first signal beyond the limits of the suspended territory. The first signal beyond the limits was at MP598.65, which displayed stop. Claimant did not stop at this signal.

Organizations Position:

The carrier flaunted claimant's rights to a fair hearing as defined by contract. The letter charging claimant was not specific, in that it did not list the rules claimant allegedly violated. Further, the notice to appear was not timely. The organization avers that the rules and the Track Bulletin Form C are confusing. In addition, the carrier is remiss in not conducting classes to clarify rules governing train operations in unusual situations.

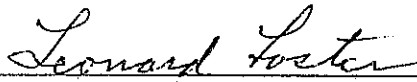
Findings:

The Board finds the charge letter to be sufficiently within the parameters of claimant's contract. The organization did not request a postponement. The carrier offered to postpone at the start of the hearing, however, neither organization accepted this offer. The claimant, with his conductor discussed the governing rules both prior to departure and enroute, which is commendable.

Despite vigorous representation, it is the Boards opinion, the carrier argument prevailed. We find no compelling reason to disturb the carriers assessment of discipline.

Award:

Claim denied.



Leonard Foster, Neutral Member of the Board

1-30-03

Date