

The claims will be sustained with the understanding that to do so will not duplicate any "make-up" payments to claimants under the provisions of the Guarantee Extra Board Agreement.

**AWARD:** Claims sustained as per above.

**ORDER:** The Carrier is directed to comply with this award within thirty days from the date of this award.

/s/ Preston J. Moore, Chairman

/s/ Geo. R. Perkins, Organization Member

/s/ O. B. Sayers, Carrier Member

### **ARTICLE C-3 JURY DUTY**

#### **August 25, 1978 National Agreement**

##### **Article V**

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

### **ARTICLE C-4 BEREAVEMENT LEAVE**

#### **August 25, 1978 National Agreement**

##### **Article XII**

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, half brother, half sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner.

### **ARTICLE C-5 NATIONAL DENTAL PLAN**

A National Dental Plan will be established to be effective March 1, 1976 with features as described in Memorandum identified as "Description of National Dental Plan" (Attachment 2). The plan will be established and administered as follows:

- (a) The entire cost of the dental plan will be borne by the railroads.
- (b) The railroads, and the unions will jointly invite insurers to submit proposals, and will select the insurer which submits the most favorable proposal to issue an insurance contract to the railroads as the policyholder.
- (c) The insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the unions in the same detail and at the same time that it furnishes such data to the railroads.



## ARTICLE XII (UTU)

### Bereavement Leave

#### Bereavement Leave

"Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner."

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- (a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- (b) three consecutive calendar days, ending the day of the funeral service; or
- (c) three consecutive calendar days, ending the day following the funeral service.

\* \* \* \* \*

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

\* \* \* \* \*

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Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

\* \* \* \* \*

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes.

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

\* \* \* \* \*

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

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Q-6: Would bereavement leave be applicable during an employee's vacation period?

A-6: No.

\* \* \* \* \*

Q-7: An employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay. Under these circumstances, is the employee entitled to be paid both the holiday and bereavement leave allowance?

A-7: No. The employee would be entitled to only one basic day's pay.

\* \* \* \* \*



Q-8: An employee in pool freight service is granted bereavement leave on Wednesday, Thursday, and Friday. He was paid under the bereavement leave rule for Wednesday and Thursday; however, his claim for Friday, a day on which the crew of which he was a member was at the away-from-home terminal and received an authorized return deadhead trip for which they were allowed 141 miles, was denied. Is he entitled to pay under the bereavement leave rule for Friday?

A-8: Yes, inasmuch as the deadhead trip was authorized and represents time lost on a separate qualifying calendar day.

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