

ARBITRATION BOARD NO. 518

Case No. 1
Award No. 1

Parties to dispute:

United Transportation Union, C, T & E

and

Union Pacific Railroad Co.
(Central Region)

Question at issue:

What are appropriate terms and conditions of the Carrier's proposed Interdivisional Service between North Platte and Northport / South Morrill.

Opinion of Board:

The Carrier served a proposal on December 12, 1990, following Article IX of the October 31, 1985 National Agreement to establish interdivisional service between North Platte, Nebraska, and Northport and South Morrill, Nebraska. conferences were held and there was no agreement.

The Organization contended that it had agreements -- of July 5, 1984, April 24, 1987 and September 28, 1990 -- which covered the matter.

Oral and written presentations were made at hearings in Tulsa, Okla., and the following Award of Arbitration resolves the issue.

AWARD OF ARBITRATION BOARD 518

In the event the Carrier establishes interdivisional service between North Platte, Nebraska and South Morrill/Northport, Nebraska, the terms and conditions set forth below shall apply to such service.

Section 1. Home Terminal - North Platte, Nebraska, shall be the Home Terminal for employees working in Interdivisional Service created by the Carrier's proposal except as provided in Section 13 - Equalization of Work.

Section 2. On and Off Duty Points - Gering (or lodging facility) shall be the on and off duty point for trainmen and firemen with a seniority date prior to November 1, 1985.

Northport shall be on and off duty point for crews working North Platte - Northport and South Morrill shall be the on and off-duty point for crews working North Platte - South Morrill via Gering or Egbert for trainmen and firemen with a seniority date on or after November 1, 1985.

NOTE: Employees working North Platte - Northport will be transported to either North Platte or the South Morrill lodging facility at the completion of the service trip to Northport. Employees working Northport - North Platte will be transported to Northport from either North Platte or the South Morrill lodging facility prior to starting the service trip from Northport.

Section 3. Miles of Run - (a) Trainmen and firemen with a seniority date prior to November 1, 1985 shall be allowed the following miles:

Between North Platte and Northport	- 185
Between North Platte and South Morrill via Gering	- 185
Between North Platte and South Morrill via Egbert	- 288

(b) Trainmen and firemen with a seniority date on or after November 1, 1985 shall be allowed the following miles:

Between North Platte and Northport	- 122
Between North Platte and South Morrill via Gering	- 166
Between North Platte and South Morrill via Egbert	- 268

(c) 1. Mile Pole 162.1 at South Morrill will function as the arrival and departure point at that location for trains operating from/toward the direction of Egbert.

2. Mile Pole 157.0 at South Morrill will function as the arrival and departure point at that location for trains operating from/toward the direction of Gering.

3. Mile Pole 112.5 at Northport will function as the arrival and departure point at that location.

Section 4. Rate of Pay - The provisions of the October 31, 1985 National Agreement and as amended by future National Agreements shall apply.

Section 5. Overtime - (a) Trainmen and firemen with a seniority date prior to November 1, 1985, shall be allowed overtime as provided in the basic Interdivisional Agreement dated May 22, 1972.

(b) Trainmen and firemen with a seniority date on or after November 1, 1985 shall be allowed overtime as provided in accordance with the overtime divisor established by the then current National Agreement.

Section 6. Transportation - When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

NOTE 1: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

NOTE 2: Employees working North Platte - Northport will be transported to either North Platte or the South Morrill lodging facility at the completion of the service trip to Northport. Employees working Northport - North Platte will be transported to Northport from either North Platte or the South Morrill lodging facility prior to starting the service trip from Northport.

Section 7. Meal Allowance and Eating Enroute - (a) On runs established hereunder crews will be allowed a \$4.15 meal allowance after 4 hours at the away from home terminal and another \$4.15 allowance after being held an additional 8 hours.

(b) In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the

Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop and eat, crew members shall be paid an allowance of \$1.50 for the trip.

Section 8. Suitable Lodging - Suitable lodging will be provided by the Carrier in accordance with Section 1 of Article II of the June 25, 1964 National Agreement.

Section 9. Employee Protection - Employee protection will be governed by Section 7 of Article IX of the October 31, 1985 National Agreement.

Section 10. Pick Ups and Set Outs Enroute - Crews working in this Interdivisional Service may be required to make pick-ups and set-outs during their tour of duty. They shall be governed by the provisions of Article VIII Section 1 of the October 31, 1985 National Agreement if yard crews are on duty at points where such movements are made.

Section 11. Hours of Service Relief - Hours of Service relief will be performed as follows:

(a) Between North Platte and Sidney and between North Platte and Northport - Third District extra train crews.

(b) Between Sidney and Egbert - Fourth District extra train crews.

(c) Between Northport and Egbert - First out crew in North Platte - South Morrill pool at away-from-home terminal. This crew may be used to perform multiple hours of service relief in one tour of duty but will not be required to leave the terminal

to perform hours of service after being on duty eight (8) hours. If sufficient time remains, the crew may be used in freight service back to North Platte. If not used, the crew will be deadheaded to North Platte at the completion of the tour of duty, and will be paid a basic day for the deadhead movement.

Section 12. Apportionment of Work - Fourth District trainmen and firemen will be entitled to the number of miles (155) run between Sidney and South Morrill via Egbert by Third District trainmen and firemen as set forth in Section 13 below.

Section 13. Equalization of Work - (a) Assignments at North Platte shall be available only to Third District trainmen and firemen or other trainmen based on their Zone 100 seniority.

(b) The Carrier shall provide to the Local Chairmen by the Tenth of each month the number of trains run via Egbert the previous month by Third District trainmen and firemen. At the end of every three calendar months the miles shall be calculated for equalization using the number of train miles (155) as provided in Section 12.

(c) The Carrier shall bulletin conductor and brakemen and firemen positions with a home terminal at Gering (or lodging facility) for Fourth District trainmen and firemen to equalize miles earned under (b) above. Should positions go no bid or be vacated prior to miles being equalized, the positions shall revert back to employees with a home terminal at North Platte.

Section 14. Mileage Regulation - Mileage Regulation shall be governed by the appropriate provision of the Basic Working Agreement.

Section 15. Miscellaneous Provisions - (a) The Basic Inter-divisional Service Agreement dated May 22, 1972 will apply to issues not addressed herein if not in conflict with the terms and conditions set forth in this Award.

(b) Due to the uniqueness of this operation, this Award is applicable only to this operation and will not be cited by either party.

(c) Carrier must give the Organization at least twenty (20) days' notice prior to implementation.

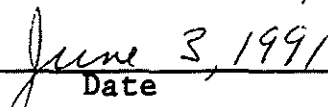


JOHN B. CRISWELL - NEUTRAL


Dated at Stigler, Oklahoma on May 28, 1991.




W. S. Hinckley



Date



B. A. Boyd



Date

ARBITRATION BOARD No. 518

Interpretation

Parties to dispute:

United Transportation Union (C, E&T)

and

Union Pacific Railroad Company

Questions-at-issue:

1. Does Section 11 of Award 1 of Arbitration Board 518 preclude the Carrier from utilizing assigned North Platte - South Morrill Interdivisional Service crews pursuant to Article VI, Section 1 of the October 31, 1985 UTU National Agreement for the purpose of providing Hours of Service Relief between North Platte and South Morrill, Nebraska?
2. Does Award 1 of Arbitration Board 518 preclude pool freight crews in interdivisional service between North Platte, Nebraska, and Cheyenne, Wyoming, from operating and leaving a train, which is destined for South Morrill, Nebraska, at Egbert, Nebraska, an intermediate point, for subsequent movement to South Morrill?
3. If Question #2 is answered in the negative, can the Carrier utilize Fourth Seniority District crews to man the train from Egbert to South Morrill?
4. Does Award 1 of Arbitration Board 528 preclude pool freight crews in interdivisional service between North Platte and South Morrill, Nebraska (via Egbert, Nebraska) from leaving a train at Egbert, an interdivisional point, for any reason other than Hours of Service, for subsequent movement to South Morrill?
5. If Question #4 is answered in the negative, can the Carrier utilize Fourth Seniority District crews to man the train from Egbert to South Morrill?

Interpretation

The answer to Question 1 is: Yes.

Section 11 specifically provides for Hours of Service Relief, and that provision controls over conflicting provisions of Article VI Section 1 of the October 31, 1985, UTU National Agreement.

The answer to Question 2 is: No.

We find no provision which precludes the practice of leaving a train, destined for South Morrill, at Egbert for movement to South Morrill, as outlined.

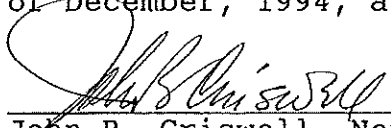
The answer to Question 3 is: Yes.

The answer to Question 4 is: No.

The answer to Question 5 is: Yes.

Arbitration Board 518 retains interpretative jurisdiction.

Dated this 22nd day of December, 1994, at Omaha, NE.



John B. Criswell, Neutral Member