

# **329 AWARD**

October 19, 1973  
Neutral Gene T. Ritter

**[BETWEEN CLOVIS and BELEN]**

ARBITRATION BOARD NO. 329

CASE NO. A-8830

THE ATCHISON, TOPEKA AND SANTA FE  
RAILROAD COMPANY - UNITED TRANSPORTATION UNION

GENE T. RITTER  
NEUTRAL ARBITRATOR

A W A R E

On February 16, 1972, Carrier served notice of intent to establish intrasectority district runs in freight service between Clovis and Belen, New Mexico. This notice was in accordance with Section 1 (a) of Article XII of the January 27, 1972 Agreement. Conferences were held between the interested parties beginning on February 24, 1972, as provided in Section 1 (b) and (c) of Article XII. The parties to this dispute were unable to agree on the details of operation and working conditions of the proposed runs within the time limitations specified in Section 1 of Article XII, and Carrier instituted the runs for a test period of 60 days under the provisions of Section 1 (d) of Article XII. The test period began on March 18, 1972. A Task Force representing the parties made diligent study of activities carried on during the test period and conducted several meetings, but were also unable to produce an agreement satisfactory to both parties. On August 1, 1972, Carrier suggested to the United Transportation Union that this matter should be submitted to arbitration under the provisions and time limitations specified in Article XII, Section 1 (f), of the January 27, 1972 Agreement.

Subsequent correspondence and telephone conversations between Carrier and Union representatives failed to produce an agreement on either the procedures to be followed in establishing this Board or the specific issues of dispute to be decided by the Board. Therefore, this Neutral, in this Award, will resolve both the procedure and the disputed issues concerning details of operation and working conditions of the proposed runs.

On June 28, 1973, this Neutral met with the partisan members of this Board. At said hearing, lengthy and well prepared arguments were heard. Detailed submissions were presented by each of the parties, together with pertinent exhibits.

Contrary to the position of the Carrier, this Board finds that under authority of Article XII, Section 1 (f), of the January 27, 1972 National Agreement, this Award is final and binding on both parties and the intradivisional service between Clovis and Belen, New Mexico, eliminating Vaughn as a terminal, will remain in effect until changed under the procedure of Section 6 of the Railway Labor Act. This Board finds that the intradivisional runs between Clovis and Belen have been established and that it will be to the best interests of both the Employees and Carrier to continue said runs between Clovis and Belen, New Mexico, eliminating Vaughn as a terminal.

Two home terminals will be maintained, one at Clovis, New Mexico, and one at Belen, New Mexico, with the provision that the Belen, New Mexico terminal will eventually be eliminated as a home terminal through attrition

as hereinafter set out. The intradivisional service will operate under the following terms and conditions, to-wit:

SECTION I

Where the term "crew(s)" is used in this Agreement, it refers to conductors, brakemen, and firemen.

SECTION II

In accordance with Section 1 of Article XII of the National Agreement dated January 27, 1972, the Company will establish intradivisional and/or intraseniority district service for unassigned freight crews on the New Mexico Division as set forth below:

- (a) Vaughn, New Mexico, will be eliminated as an away-from-home terminal, and the First and Second District crews will operate between Clovis, New Mexico and Belen, New Mexico.
- (b) Clovis will continue to be the home terminal for the present First District crews, and Belen will continue to be the home terminal for the present Second District crews, with no change of home terminals as of the date of this Award.
- (c) Initially, to develop experience and determine service requirements, Clovis crews upon arrival at Belen will be marked on the Board in proper order ahead of Belen crews for service back to Clovis subject to their availability under the Hours of Service Law, provided no more than two (2) Clovis crews will be operated out of Belen before using a Belen crew. Belen crews upon arrival at Clovis will be marked on the Board in proper order ahead of Clovis crews for service back to Belen, subject to their availability under the Hours of Service Law, provided no more than two (2)

Belen crews will be operated out of Clovis before using a Clovis crew. The Superintendent, or his designated representative, and the Local Chairmen will meet periodically for the purpose of making whatever adjustments or changes necessary in the manner in which crews are placed or marked up on the respective boards to avoid excessive hold-away-from-home-terminal time.

- (d) As and when employes presently assigned to crews in intradivisional service at Belen retire or otherwise leave the service of the Company for any reason, or voluntarily elect to transfer from Belen to Clovis following the effective date of this Award, additional crews will be assigned as needed to work out of Clovis, which will have the effect through attrition of eventually eliminating Belen as a home terminal for unassigned freight crews, as no additional crews in intradivisional service will be assigned with home terminal at Belen.
- (e) When one member of a crew is eliminated under the foregoing Item (d), the vacancy will be filled until a total of three crew members in intradivisional service are eliminated by attrition at which time one crew will be abolished at Belen.

### SECTION III

- (a) All miles run or deadheaded over 100 shall be paid at the mileage rate established by basic rate of pay for the first 100 miles or less.
- (b) Crews will continue to receive not less than the mileage allowance presently being paid between Belen and Clovis and between Clovis and Belen.
- (c) Crews, in intradivisional service, will receive the time and one-half rate, for all time on duty after nine (9) hours, 36 minutes, in addition to mileage of trip called for.
- (d) Individual members of crews in intradivisional service who are used out of turn for other service will be paid not less than the earnings of their regular turns.

- (e) When crews are required to report for duty and are relieved from duty at a point other than the on and off duty points fixed by bulletin for the service established hereunder, the Carrier shall authorize and provide suitable transportation to the on and/or the off duty point. When crews are required to receive and/or deliver the engine at a point in excess of one-fourth (1/4th) mile from the point where they register on and/or off duty, transportation will be furnished to the involved crew members.
- (f) Crews working or deadheading will be paid a \$1.50 meal allowance and will not stop to eat en route. If the crews encounter unusual or excessive delay, they will be permitted a reasonable time to eat at convenient places without additional payment and will in such cases notify the dispatcher in advance.

#### SECTION IV

- (a) Crews deadheading on freight trains will be provided with suitable facilities on which to deadhead, without being required to deadhead on the engine. No more than one (1) crew will be required to deadhead on a caboose with the working crew. Each additional deadhead crew will be provided a caboose.

#### SECTION V

- (a) All service short of the away-from-home terminal, including work and wreck trains, will be protected by extra boards at the home terminal.
- (b) Crews in intradivisional service will not be required to make more than one (1) turnaround trip out of the away-from-home terminal before standing to return in service, or deadhead, to the home terminal on the next following trip for which called. After performing such trip, and, if again standing for service, the crew next out not having performed such service will be called therefor around any crews standing hereunder for return trip to the home terminal, without penalty.

Crews not deadheaded or run to the home terminal as provided above will be allowed 100 miles in addition to all other time earned on such date or trip.

- (c) In case of wreck, when an extra crew cannot be made available, a crew in intradivisional service may handle wrecker cranes out of the away-from-home terminal. When wrecker crane is handled by a crew in intradivisional service, such crew will be relieved by an extra crew at end of first tour of duty, if relief crew, or another tour of duty, is required. The crew in intradivisional service that handled the wrecker crane when relieved by a crew at an intermediate point, will be, as soon as practical, deadheaded to their home terminal.

#### SECTION VI

- (a) When a crew assigned in intradivisional service is called and released after time of going on duty, but before road trip commences, such crew will be paid 100 miles and stand first out.
- (b) When a crew is called and released before going on duty, they will be paid fifty (50) miles and maintain their standing on the Board.
- (c) Crews in intradivisional service, working in the same pool, departing from the same initial terminal and going to the same objective terminal over the same route, who are run around on the road by home crew, or crews, will regain their turn at the away-from-home terminal, if possible, otherwise, they will regain their turn at their home terminal with the same relative standing held with other home crews before being run around. Additionally, such crews not called in turn account insufficient rest, will regain their turn at their home terminal with the same relative standing held with other home crews at the away-from-home terminal. At time of tying up, such crews will notify the forces in charge of crew board, in writing, of the crew and/or crews they are entitled to be marked ahead of. When crews are given their turn in accordance with information furnished, the Carrier will not be penalized. This does not relieve the Carrier of payments provided for in the respective Schedules when crews are not run in proper turn.

- (d) Crews, at away-from-home terminal, runaround account not rested, such crews will not be due additional payment, but will be restored to their same relative position on the pool board at the home terminal, on their arrival, upon making proper request.

#### SECTION VII

- (a) If crew is required to exchange trains en route, the crew will be paid the full mileage of the trip Clovis to Belen, or vice versa.
- (b) When required to exchange engines or units of engines, or pick up and/or set out engines or units at points between Clovis and Belen, or vice versa, the fireman and head brakeman will be paid the time consumed with a minimum of one (1) hour at each point, in addition to all other earnings, at pro rata for the trip.
- (c) It is not intended that intradivisional service crews assigned under the terms of this Agreement, will be required to perform local freight work such as station, plant and industrial switching. If, however, such service is required, said crew will be allowed actual time consumed with a minimum of thirty minutes (30") at pro rata rate, for each point, in addition to all other compensation for the day or trip.

NOTE 1: At yards where payments are due under Sections 3 or 4 of the Switching Agreement the above will not apply.

NOTE 2: Spotting of cars at a particular location on a designated track, switching out cars from behind other cars, or making other than straight set out and/or pick up, shall be considered station or industrial switching in the application of this Section VII(c).

- (d) When a crew in intradivisional service is required to stop at more than three points en route for the purpose of making any change in the train content (other than setting out bad order car from train), said crew will be allowed actual time aggregated with a minimum of thirty minutes (30") at pro rata rate, in addition to all other compensation for the day or trip. "Change in the train content" means when cars are added to or taken from the train.

NOTE: When switching is paid for under Sections 3 or 4 of the Switching Agreement at an intermediate point such point will be excluded from count or consideration of this Section VII (d).

- (e) The provisions of the conversion rules of the respective agreements are set aside when crew receives compensation under the provisions of Sections VII (c) and/or (d).

#### SECTION VIII

- (a) Crews will be allowed a \$2.00 meal allowance after four (4) hours at the away-from-home terminal and another \$2.00 allowance, after being held an additional eight (8) hours.
- (b) Crews at the away-from-home terminal will be placed under pay at the hourly rate of the last service rendered after sixteen (16) hours off duty. Such pay will continue until departure regardless of whether working or deadheading.
- (c) At away-from-home terminals, the Carrier will provide suitable lodging as required in the current Lodging Agreements, and when the place of lodging and/or suitable eating place is over one-half (1/2) mile from the on and off duty point, transportation will be furnished.
- (d) When crews are required to report for duty or are 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.

#### SECTION IX

When a crew in intradivisional service is tied up under the Hours-of-Service Law, and is to be relieved by another crew, an extra crew from the destination extra board will be used to handle train to destination.

SECTION X

Employees in intradivisional service, ordered by Carrier to appear at investigation, at other than their home terminal will be paid the deadhead mileage or time lost, whichever is greater.

SECTION XI

- (a) Employees in intradivisional service will lay off at home terminal, except in case of emergency, and will report at home terminal only.
- (b) Employees in intradivisional service who lay off at away-from-home terminal account of illness or injury to himself or an immediate member of his family will be permitted to ride any train to home terminal.

SECTION XII

Employees in intradivisional service will be permitted to advance or delay start of vacation to the day following service on an intradivisional trip, when proper officer, at the home terminal, approves written request for such employee.

SECTION XIII

- (a) A Board is hereby established to be composed of the Superintendent, or his designated representative, and the Local Chairmen for the purpose of equalizing mileage. This Board is instructed to conform with a ratio of 55% for Clovis crews and 45% for Belen crews, but to make proper adjustments by majority vote of said Board in the interest of efficiency of operation and protection of the two (2) Pools operating out of the two home terminals, and/or in accord with Section II (d) and (e). Deadhead crews will be counted the same as working crews. The Board shall be composed of the Superintendent, or his designated representative, and the Local Chairmen involved.

- (b) Mileage equalization shall be at intervals requested by the United Transportation Union, but not more frequent than at seven (7) day intervals.

#### SECTION XIV

Any employee assigned in intradivisional service, or who has dual road and yard seniority, with home terminal at Belen, as of the date of this award shall have the option to change his residence to Clovis. If this option is exercised by an employee, Carrier shall be obligated to pay for such employee's normal, necessary and reasonable moving expense and cost of transportation for such employee and his immediate family or any dependent living with such employee moving to Clovis. Carrier must be given at least ten (10) days' advance notice of the employee's intent to move. Carrier will not be obligated to move any employee more than one time from Belen to Clovis.

#### SECTION XV

Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreements between the Carrier and the United Transportation Union (C,I&E) except as herein provided.

#### SECTION XVI

The provisions contained in this Award shall become effective at 12:01 AM, on the 1st day of November, 1973, and remain in full

force and effect until changed in accordance with the provisions of the  
Railway Labor Act, as amended.

Signed at Amarillo, Texas, on the 19th day of October, 1973.

A handwritten signature in black ink, appearing to be "C. F. Chouteau", written over a horizontal line.

Chairman

\_\_\_\_\_  
Carrier Member

*C. F. Chouteau*  
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Labor Member