

**PUBLIC LAW BOARD 6824
AWARD NO 1**

Parties to Dispute: Burlington Northern Santa Fe Railway Company
and
United Transportation Union

Question at Issue: Does the Agreement proposed by the Carrier satisfy the requirements of Article IX of the 1985 National Agreement thereby allowing the Carrier to establish interdivisional service between Amarillo, Texas, and Belen, New Mexico?

Findings: As we discussed in Award No. 1 of Public Board 6761, the right to establish interdivisional service has been bargained nationally. That National Agreement provides guidance regarding appropriate conditions and safeguards when interdivisional service is implemented. The issue herein is whether the Carrier's proposal governing interdivisional service between Amarillo, Texas, and Belen, New Mexico, satisfies the requirements contained under Article IX of the 1985 National Agreement.

On November 19, 2003, BNSF served notice under Article IX Section 1 of the 1985 National Agreement to establish interdivisional service between Amarillo, Texas, and Belen, New Mexico, through the terminal of Clovis, New Mexico. The parties met in December 2003 and on February 4, 2004, and were unable to resolve all their differences. This Board was established February 8, 2005, as provided in Section 3 of the Railway Labor Act, 45 USC § 153 Second. The parties and members of the Board met February 28 - March 1, 2005, in Fort

Worth, Texas, in order to answer the question at issue, and we submit this award and direct the parties to comply therewith by April 15, 2005.

The proposed run traverses the Hereford Subdivision between Amarillo and Clovis. At Clovis, the run will enter the Clovis Subdivision to Belen. The territory is governed by Centralized Traffic Control (CTC). The speed regulation for most trains is 70 mph, and the preponderance of this territory is two main track CTC. The territory involved is part of BNSF's "Race Track" - a busy section of the railroad. The arbitration proposal as described below complies with all the requirements of Article IX of the 1985 National Agreement and thereby allows the Carrier to establish interdivisional service between Amarillo, Texas, and Belen, New Mexico.

During the argument of this case, it appeared that there was little substantial disagreement between the parties. Section 2 of the conditions provides for the allocation of equity and how turns shall be allocated on the basis of prior-rights districts. With regard to the question of filling temporary vacancies of "Clovis-allocated-turns" at Amarillo, this Board finds that the number of extra board positions created at Amarillo due to "Clovis-allocated-turns" in the new pool (pursuant to the applicable extra board formula contained in the Organization's Crew Consist Agreement) shall be considered allocated to Clovis prior-right trainmen.

We conclude that the following language satisfies all the requirements of Article IX of the 1985 National Agreement:

Pursuant to Carrier's Notice dated November 19, 2003, interdivisional service may be established between Amarillo, Texas, and Belen, New Mexico, to handle identified trains between these terminals under the following conditions:

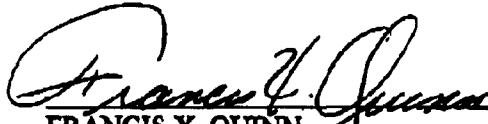
1. Interdivisional pool freight trainmen will operate between Amarillo and Belen, through the terminal of Clovis, New Mexico, with Amarillo being the home terminal and Belen the away-from-home terminal.
 - 1.1 The district miles between Amarillo and Belen shall be 344.
 - 1.2 Trainmen in interdivisional service shall not be used to perform non-interdivisional service.
2. Turns in the pool shall be allocated on the basis of prior rights districts, i.e., 70% Clovis and 30% Amarillo. The appropriate UTU Officer shall advise BNSF regarding the number of turns to be allocated. Moving packages shall be limited to the number of turns allocated to Clovis trainmen and in no case shall the total number of relocation packages exceed the highest number of turns allocated to the Clovis trainmen during the time this agreement is utilized.
3. The pool shall operate on a "first-in/first-out" basis at both the home and away-from-home terminals.
4. Initially 20 trains per week in each direction (40 trains total) will be handled by this pool. BNSF shall be obligated to indicate on the line-up and VRU the trains to be handled by this pool on a daily basis.
 - 4.1 Section 14.1 of this agreement provides for relocation packages based upon Clovis trainmen making a bona fide relocation to Amarillo in order to voluntarily protect the Clovis equity in this pool. Therefore, the parties do not intend or foresee that this pool will be reduced, based upon, among other things, the fact that there are currently more than 46 trains each week in each direction that could conceivably be assigned to this pool. In the unlikely event BNSF finds it necessary to reduce the pool, and as a result thereof any former Clovis trainman is required to return to Clovis in order to work, BNSF shall provide the affected trainman with a relocation package in order to return to

Clovis, provided that the trainman actually makes a bona fide return relocation.

5. BNSF shall have the right to add trains to those to be handled by this pool by affording the involved Local Chairmen no less than seven (7) days notice to allow for appropriate pool adjustment.
 6. Except in cases of emergency, trainmen in this service shall only be lay-off and report for service at the home terminal only.
 - 6.1 Temporary vacancies at the away-from-home terminal shall be filled by shoving the pool.
 7. Hours of service relief in this service shall be performed pursuant to existing agreement provisions, i.e., Hours of Service Relief in either direction between Amarillo and Clovis is governed by existing agreements between those two terminals and Hours of Service Relief between Clovis and Belen is to be done pursuant to the terms of the so-called "Vaughn Run Through Agreement."
- This section does not preclude calling a trainmen in this service out of either terminal to combine service and deadhead to a train operating between Amarillo and Belen, in either direction, with the understanding that trainmen shall not, except in case of bona fide emergency, be required to return to the initial terminal.
8. BNSF shall determine the conditions under which trainmen in this service may stop to eat. When trainmen are not permitted to stop and eat, the trainman shall be paid an additional allowance of \$1.50 for the trip.
 9. All miles run in excess of the miles encompassed in the basic day shall be paid for at the current conductor-only overmile rate. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
 10. When a trainman is required to report for duty or is finally relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, BNSF shall authorize and provide suitable transportation for the trainman. Suitable transportation includes BNSF owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

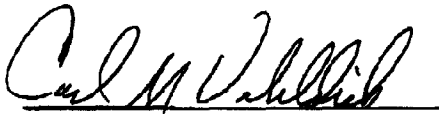
11. Trainmen shall be allowed a \$4.15 meal allowance after 4 hours at the away-from-home terminal and another \$4.15 allowance after being held an additional 8 hours.
12. Trainmen in this service may advance their vacations up to 48 hours so as to coincide with layover days at the home terminal.
13. When a trainman in this service is tied up under the Hours of Service Law or required to give up a train, the trainman shall be promptly deadheaded to the destination terminal.
14. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service.
 - 14.1 Relocation packages to Clovis trainmen shall be limited to the extent that the total number of afforded relocation packages shall not exceed the highest number of Clovis allocated positions at Amarillo and shall be applicable only in the case of a bona fide relocation.
15. Except as specifically modified herein, all other Agreements and understandings concerning work performed between Belen and Amarillo remain in effect.

In view of this complete proposal and the conditions described therein, we answer the question at issue in the affirmative.


FRANCIS X. QUINN
Chair and Neutral Member


GENE L. SHIRE
Carrier Member

March 22, 2005
Fort Worth, Texas


CARL M. VAHL DICK
Organization Member
Dissent