

SHORT TURNAROUNDS IN INTERDIVISIONAL SERVICE

When an interdivisional crew is called for interdivisional service and is turned short of the objective terminal because of an emergency condition the miles run are paid, with a minimum of a basic day. Upon returning to the terminal the crew should be returned to proper board position in accordance with applicable rules.

An interdivisional crew called for short turnaround or other irregular service when no extra or other non-interdivisional crews are reasonably available is entitled to compensation as provided in Items 92(s) and 92(t) of Appendix A.

If an interdivisional crew is called for short turnaround or other irregular service, and there are extra or other non-interdivisional crews available who should have been used, the interdivisional crew is entitled to the round-trip mileage of their assignment and the extra crew who should have performed the short turn around service is entitled to a run-around claim.

Irregular service, including short turnaround trips out of a terminal, is protected by extra boards as provided in the 1972 Interdivisional Service agreement:

PART VII EXTRA BOARDS

Section 1. Irregular and unassigned non-interdivisional service, including dog-catching, shall be protected and manned by extra employes from the seniority district over which such service operates.

Although there are exceptions to this rule on the 5/6th and 13th Districts it pertains to all other locations on the UPED.

The proper handling of short turnarounds out of a terminal by interdivisional crews is illustrated by the "Kenny Settlement Letters" reproduced below:

F-1086-446-R
January 17, 1975
Mr. J. H. Kenny
Director of Labor Relations
Union Pacific Railroad Company
Omaha, Nebraska
Dear Sir:

Presenting herewith claim of Conductor R. M. McDonald, Brakemen W. O. Blay and C. Smith, Cheyenne, for round trip district miles Cheyenne to North Platte and return, July 22 and 23, 1974.

Statement of facts - Claimants were called for interdivisional service Cheyenne to North Platte at 9 PM for Extra 471-East. At 10:05 PM, claimants were instructed to go to M.P. 505 and pull the rear end of Conductor Watkins' train back into Cheyenne yard. Claimants arrived at M.P. 505 at 10:20 PM, left at 11:25 PM, arriving back at Cheyenne at 11:45 PM. Claimants retained their proper place in the pool.

Position of Committee - Part VII, "Extra Boards", of the Interdivisional Run Agreement dated May 22, 1972, Section 1, reads:

"Section 1. Irregular and unassigned non-interdivisional service, including dog-catching, shall be protected and manned by extra employes from the seniority district over which such service operates."

The above-quoted Section 1 clearly sets out extra employes will perform irregular and unassigned non-interdivisional service, including dog-catching. In the instant case claimants were required to perform such irregular service which resulted in loss of earnings as claimed.

During interdivisional run agreement negotiations the Organization insisted that Part VII, Section 1, be made a part of the agreement to protect interdivisional crews from loss of earnings.

Claim is proper and payment is requested.

Yours truly,

R. B. Murdock

General Chairman, UTU (c)&(T)

BCC-

R. W. Tibbetts III, H. C. Beveridge

UNION PACIFIC RAILROAD COMPANY
DEPARTMENT OF LABOR RELATIONS
EASTERN DISTRICT

July 8, 1975

R. B. Murdock, General Chairman
United Transportation Union (C)(T)
Omaha, Nebraska
Dear Sir:

This refers to the following claims which were discussed with you in conference on May 21, 1975:

C-1347. F-1086-446-R. Claim of Conductor
R. M. McDonald, Brakemen W. O. Blay and
C. Smith, Cheyenne, for round trip
district miles Cheyenne to North Platte
and return on July 22 and 23, 1974.

C-1348. F-1087-446-R. Claim of Conductor
D. J. Adams and Brakemen W. H. Dean and
E. C. Welsh, Cheyenne, for 100 miles
account not called from first out in the
extra board to pull the rear portion of
Extra 3184 into the terminal from
milepost 505 on July 23, 1974.

Without going into detail about all the facts in this case the Company has consistently taken the position that when an interdivisional crew is called for interdivisional service and for some reason he is unable to get to the objective terminal

and, instead, returns to his starting point, this is not short turn-around service. On the other hand when, as in these cases, an interdivisional crew is called and, prior to departure is instructed to go out five miles and return to his starting point, this is short turnaround service.

Therefore, I stated to you in conference that since these claims vividly set forth the Company's position we would set forth the distinction which we have done above, and allow the claims, less allowances already made to Conductor McDonald and crew(C-1347).

We want to make it clear that in partly allowing the claims it is being done without looking at the other features of the claim; namely, whether or not an emergency condition existed or whether or not a non-interdivisional or extra crew, could have reasonably been made available for this short turnaround service. Had we looked carefully at the facts in this case and determined that either of these factors was present (emergency or non availability) the claims would not have been allowable.

Yours truly,

J. H. Kenny(signature)

Copy to: R. W. Tibbetts III, H. C. Beveridge

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF LABOR RELATIONS

EASTERN DISTRICT

October 20, 1976

R. B. Murdock, General Chairman

United Transportation Union (C) & (T)

Omaha, Nebraska

Dear Sir:

In the conference October 5, 1976 we discussed the following claim:

C-1492. G-254-367-R. Claim of Conductor
D. E. Boberg, Brakemen E. G. Allen and D.
D. Powers, Council Bluffs, for 580 miles,
in lieu of the 100 miles allowed them,
December 14, 1975.

The claimants were called for ID service, but, due to operating problems, were turned enroute.

Since the claimants were called for ID service, the organization withdrew the claim.

Yours truly,

ACCEPTED:

J. H. Kenny(signature)

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF LABOR RELATIONS

EASTERN DISTRICT

October 20, 1976

R. B. Murdock, General Chairman
United Transportation Union(C)&(T)
Omaha, Nebraska

Dear Sir:

In the conference October 5, 1976 we discussed the following claim:

C-1483. G-253-367-R. Claim for 576 miles
in lieu of the 100 miles allowed to
Conductor R. P. Kill, Brakemen T. E.
Gregory and C. D. Souser, Council Bluffs,
for service performed on October 10,
1975.

In conference it was agreed that this case turns on a factual question of whether the claimants were actually called for turnaround service or if they were called for ID service and subsequently turned because of operating considerations.

It was established that the claimants were actually called for the specific purpose of handling turnaround service. Therefore, since they were not called for ID service, payment of the claim will be allowed.

Yours truly,

J. H. Kenny(signature)

ACCEPTED:

R. B. Murdock(signature)
General Chairman, UTU(C)&(T)