



LOCAL COMMITTEE OF
ADJUSTMENT
UTU - 953A - LOCAL - 202

January 17, 2012

Organization file # 477415000

USPS TRACKING# **7010 1060 0000 5391 4878**

To: Liz Dewald
Labor Relations
1400 Douglas Street STOP 0710
Omaha, NE. 68179-0710

Dear Liz,

This will serve as my formal notice of appeal to you for the following claim:

Craft/Title	Conductor
Claimant	ED Foley
EMP ID	417743
Claim Date	12/28/2011
=PE/Receipt for Claim #	477415000
Declination #:	4774150
Amount Claimed	\$99.42

On Claim Date Claimant was:

Assigned At:	WD640
Working Assignment:	TP12
Working From Board:	RC01

ADDITIONAL SPECIFICS OF CLAIM:

The payment should be made of \$99.42 for a 65 mile penalty for through freight conductor being used for an irregular assignment when extra conductors are available.

ARGUMENT:

I.A.W. UPED 93(t) and the Kenny Settlement, claimant was called to dog-catch the AGBDV 25 on duty at 12/28/11 05:46 at the away from home terminal WX510.

- Claimant was used because there was no extra conductor's available to perform this work.
- Claimant went on duty at WX510 on 12/28/11 at 05:46.
- He then deadheaded to WD652 got on the AGBDV 25 at 09:00 and took it to WD640 and tied up at 17:03 as stated in his FRA tie-up.

A 65 mile penalty should be paid in accordance to UP Eastern District Appendix Rule 92 (t) and the Kenny Settlement letters.



UNITED TRANSPORTATION UNION

Specific, relevant agreement provision(s) and/or arbitration award(s) supporting claim:

UP Eastern District Appendix 92T and the 1975 Kenny Settlement Letters.

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.

ITEM - 92(t)

IT IS AGREED:

1. A conductor withheld from his regular or temporary assignment and used in road service on an "irregular assignment" as a conductor when he does not stand for such work by virtue of any rule or agreement will be "made whole" by the allowance of the earnings of such irregular assignment or the earnings of his regular assignment, whichever is greater, plus 50 miles for each round trip or tour of duty used on such irregular assignment.

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:

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:



UNITED TRANSPORTATION UNION

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 employees from the seniority district over which such service operates."

The above-quoted Section 1 clearly sets out extra employees 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)

UNION PACIFIC RAILROAD COMPANY
DEPARTMENT OF LABOR RELATIONS
EASTERN DISTRICT

13364 UMATILLA ST. • WESTMINSTER CO • 80234
Phone: 303-550-8717



UNITED TRANSPORTATION UNION

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



UNITED TRANSPORTATION UNION

**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)



UNITED TRANSPORTATION UNION

**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,

ACCEPTED:

J. H. Kenny(signature)

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



UNITED TRANSPORTATION UNION

AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

And

UNITED TRANSPORTATION UNION (C)&(T)

CONDUCTORS USED OFF ASSIGNMENT

ITEM - 92(t)

IT IS AGREED:

1. A conductor withheld from his regular or temporary assignment and used in road service on an "irregular assignment" as a conductor when he does not stand for such work by virtue of any rule or agreement will be "made whole" by the allowance of the earnings of such irregular assignment or the earnings of his regular assignment, whichever is greater, **plus 50 miles for each round trip or tour of duty used on such irregular assignment.**

NOTE 1: For the purposes of this agreement "irregular assignment" means any job worked by the employee in lieu of his regular or temporary assignment on which he was unable to perform service because of being required to work such "irregular assignment".

NOTE 2: An employee used on an "irregular assignment" will be considered available for his regular or temporary assignment if he has eight hours off duty after completing the "irregular assignment".

EXAMPLES

(1) A conductor assigned to pool freight service is used on an irregular assignment on November 1, making 100 miles. He misses his pool freight turn on November 1 which made 300 miles, he will be allowed 350 miles (300 miles plus 50 penalty miles.)

(2) A conductor assigned to pool freight service is used on an irregular assignment on November 1, 2 and 3, making 100 miles each day. He misses two pool freight turns - one turn on November 1 and one turn on November 2 which made a total of 600 miles. He will be allowed 750 miles (<600 miles plus 150 penalty miles).

(c) A conductor assigned to pool freight service is used on an irregular assignment on November 1, making 100 miles. He misses no trips on his regular pool freight assignment. He will be allowed 100 miles (no penalty account missing no trips).

(d) A conductor assigned to pool freight service is used on an irregular assignment on November 1 and 2, making 175 miles on November 1 and 200 miles on November 2. He misses one pool freight turn on November 2 which made 300 miles. He will be allowed 475 miles (375 miles plus 100 penalty miles).

(e) A conductor assigned to pool freight service is used on an irregular assignment on November 1 and 2, making 100 miles on each date. He misses his pool freight assignment on November 3 because he has only 4 hours off duty after completing his irregular assignment on November 2. His pool freight turn made 300 miles on November 3. He will be allowed 400 miles (300 miles plus 100 penalty miles).



UNITED TRANSPORTATION UNION

(f) A conductor assigned to pool freight service is advanced in the pool, making 300 miles. His regular pool turn also makes 300 miles. He will be allowed 350 miles (300 miles plus 50 penalty miles).

2. The Company will not be subject to runaround claims as a result of using an employee off his assignment under the provisions of this agreement.

3. This agreement is effective February 1, 1976 and will automatically terminate upon service of a 10-day written notice by either party upon the other.

Dated at Omaha, Nebraska-this 23rd day of December, 1975.

FOR THE EMPLOYEES:

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

FOR UNION PACIFIC RAILROAD COMPANY:

/s/
J. H. Kenny
Director of
Labor Relations

Respectfully

Mike Harbin
Local Chairman UTU