

LOCAL COMMITTEE OF ADJUSTMENT  
UTU

March 2, 2009

Organization file # 6399031

USPS TRACKING# **7006 3020 0003 0828 0149**

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	Engineer
Claimant	Donald Wood
SS# or EMP ID	0304020
Claim Date	2/14/2009
=PE/Receipt for Claim #	639903100
Declination #:	6399031
Amount Claimed	65 miles

On Claim Date Claimant was:

Assigned At:	WD640
Working Assignment:	0035
Working From Board:	XE01

**ADDITIONAL SPECIFICS OF CLAIM:**

At 05:00 a.m. on the morning of Feb 2<sup>nd</sup> Mr. Wood stood first out on the engineers extra board in Denver to be called for the Denver Ski train that is on duty at 07:00 a.m. Engineer Marion Russo was called from the west pool (RE03) turn DE06 to run this train. This train is considered Irregular and Unassigned Non-interdivisional service or more to point short turnaround. This train departs union station at 07:15 hours and drops off passengers at winter park. The train then proceeds to Tabernash Colorado to turn the train on the wye for the trip back to Denver. The train then departs winter park at 16:15 hours to return to Denver. Total round trip miles is exactly 130 miles run.

**ARGUMENT:**

I can't find any agreement anywhere it says the RE03 pool is exclusive to run the Ski Train. I have heard ANSCO who owns the SKI TRAIN wants experienced engineers running their train. CMS has no qualms about calling the train off the extra board to fill a pool vacancy. Mr. Wood was called for the train to fill pool vacancy as indicated from time slip dated 12/30/07. Now If Mr. Wood can get called off the extra board to fill a pool vacancy to run the skin train, I therefore believe Mr. Wood can get called off the extra board for irregular short turn around service to run the Ski Train. Mr. Wood can run a 16000 ton coal train down a 2% grade but he's not good enough to run a passenger train because they want pool guys. The carrier is in clear violation of existing agreements in terms of ID Service and irregular Service.

The Committee of adjustment respectfully request payment be put in line for payment based on the fact the carrier had extra board personnel to perform Irregular and unassigned non-interdivisional service and did not utilize the crews according to existing agreements.

**Specific, relevant agreement provision(s) and/or arbitration award(s) supporting claim:** 1972 ID agreement Article VII (section 1), Kenny Settlement Letters

PART VII of the 1972 ID Agreement

EXTRA BOARDS

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.

**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.

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 employees 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:

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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."

March 9, 2009

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)

BCC-

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

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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

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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)

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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)

Respectfully,

MIKE HARBIN  
Local Chairman UTU