ARBITRATION BOARD NO. 482

PARTIES TO DISPUTE	UNITED TRANSPORTATION UNION (CT&Y) AND ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY	DECISION PURSUANT TO ARTICLE IX, SECTION 4 OF THE OCTOBER 31, 1985 NATIONAL AGREEMENT

QUESTION AT ISSUE:

Under what conditions may Carrier establish interdivisional freight service between Winslow, Arizona and Belen, New Mexico?

HISTORY OF DISPUTE:

The dispute in this case involves a portion of the Carrier's main line on the Albuquerque Division. The first subdivision consists of approximately 144 miles of track between Belen, near Albuquerque, and Gallup, New Mexico. The second subdivision consists of approximately 127 miles of track between Gallup and Winslow, Arizona. Gallup is the home terminal for the first subdivision and Winslow is the home terminal for the second subdivision. Conductors and trainmen on the Albuquerque Division Seniority Roster protect work in both the first and second subdivision as well as other subdivisions.

On August 15, 1986 the Carrier served notice pursuant to Article IX of the October 31, 1985 UTU National Agreement of its intent to establish interdivisional pool freight service between Belen, New Mexico and Winslow, Arizona (hereafter ID service). The notice set forth several conditions which the Carrier proposed to govern such service.

The parties met several times in an attempt to reach an agreement. However, no accord was reached, and the parties invoked the arbitration

procedures set forth in Section 4 of Article IX. This Board was constituted pursuant to those procedures to determine the conditions which will apply to the interdivisional service if and when the Carrier establishes such service.

FINDINGS:

The Board finds that the Carrier's notice of August 15, 1986 complies with the requirements of Article IX, Section 1 of the October 31, 1985 UTU National Agreement. The Board also finds that the Carrier and the Organization have complied with the procedural requirements of Article IX, Section 3 of that agreement. The Board further finds that the dispute in this case is properly before it pursuant to Article IX, Section 4 of that agreement.

As noted above the parties' negotiations did not produce a final agreement dispositive of the Carrier's August 15, 1986 notice. Accordingly, under Article IX, Section 4 this Board must establish the terms and conditions under which interdivisional pool freight service between Belen, New Mexico and Winslow, Arizona will operate if and when the Carrier establishes such service. Attached to this award is a complete enumeration of such terms and conditions. It contains provisions with respect to which the parties reached accord during negotiations or agreed in written or oral presentations to this Board. Other provisions in the Attachment are in dispute, and this Decision deals primarily with them.

1. Home Terminal

The Carrier's proposal would have Winslow, Arizona as the home terminal for the ID service. The employees vigorously argue for a "two-headed

pool" with both Winslow and Belen as home terminals. This is one of the major points of disagreement between the parties.

The Carrier argues that it has the unilateral right to designate the home terminal or terminals for ID service. Accordingly, the Carrier alleges, this Board has no authority to change the Carrier's designation of Winslow as the single home terminal.

Additionally, the Carrier urges, it designated Winslow for substantial reasons. The Carrier maintains that if both Belen and Winslow were home terminals the Carrier's liability for protection under the Washington Job Protection Agreement (WJPA) could be substantially greater inasmuch as conductors and trainmen may exercise seniority throughout the Albuquerque Division which allows them to move to Belen or Winslow at will forcing the Carrier not only to protect those employees but also the employees whom they displace. The Carrier contends that there are logistical difficulties with two home terminals such as the calling ratios and active/inactive boards. Moreover, the Carrier argues, assignments, force assignments and seniority make the two-headed pool arrangement complex. The Carrier alleges that by contrast having a home terminal at Winslow would result in a simple one-ended pool with the employees working first in, first out.

The Carrier acknowledges recent agreements negotiated with the Brotherhood of Locomotive Engineers (BLE), the UTU(E) and the UTU(CT&Y), the organization involved in the instant case, which provide for two-headed pools. However, the Carrier points out, each of those situations unlike the case before this Board involved two separate seniority districts which made separate home terminals beneficial to both parties to the agreements.

Pointing to interpretations of Article IX of the October 31, 1985 National Agreement, the Carrier contends that the purpose of the agreement is to facilitate the implementation of ID service so as to promote efficiency and economy in the movement of traffic across the railroad which both parties to the agreement recognize as mutually beneficial.

The Organization advances several arguments in favor of two home terminals. It points out that in the second of two notices for ID service between Winslow and Belen,specifically the Carrier's August 15, 1986 notice,the Carrier designated Winslow as the home terminal. However, although the Carrier's first notice did not specify a home terminal negotiations pursuant to that notice focused upon Belen as the home terminal. The Organization urges that it was in context of those negotiations and in anticipation of the move to Belen that some employees at Gallup purchased land and/or housing in Belen. Moreover, urges the Organization, Winslow is a town which has experienced little or no growth in the last thirty years and offers a much narrower range of goods, services and facilities compared to Belen which essentially is a suburb of Albuquerque. Employees contend that when the Carrier served its notice August 15, 1986 designating Winslow as the home terminal for the ID service it sought to punish the employees for insistence upon a comparable housing allowance when it was anticipated employees would move to Belen. The Organization urges this Board not to permit the Carrier to inflict such injury upon the employees.

The Organization contends that a single headed terminal at Winslow will not be more operationally efficient because deadheading and held-away-from-home-terminal payments will increase substantially. Moreover, the

Organization urges, the operational modifications necessitated by a two-headed pool have been tested for some time and have resulted in no greater expense to the Carrier.

Finally, in response to the Carrier's argument that it has the unilateral right to determine the home terminal for ID service, the Organization urges that this Board has the authority to make such determination. The Organization cites the findings and award of Arbitration Board No. 472, June, 1987 (Peterson, Neutral) in support of this argument. The Organization seeks the same result here.

Whatever may be said of this Board's authority to review a Carrier's designation of a home terminal or terminals for ID service under the October 31, 1985 National Agreement, we believe the Carrier's designation of Winslow was soundly based. Negotiations with respect to Belen as a home terminal convinced the Carrier potential expense to the Carrier of that location would be substantially greater. The record before us supports the Carrier's conclusion. Despite the Organization's contentions to the contrary, in view of the seniority rights of conductors and trainmen the Carrier apparently would face greater liability with respect to moving and related expenses if there is a two-headed pool rather than a single-home terminal. Additionally, negotiations for an agreement revealed to the Carrier that the Organization was strongly pursuing a provision for comparable housing which if obtained through negotiations or imposed through arbitration would be higher if Belen was a home terminal because it is generally understood the cost of housing in Belen is higher than the cost of housing in Winslow. We believe the Carrier's point is well taken that the purpose of the October 31, 1985 UTU National

Agreement is to promote ID service which is more efficient and less costly to the Carrier than existing service. In our opinion the Carrier's designation of Winslow as the single home terminal is wholly consistent with that objective.

The Organization's principle objection to Winslow as the single home terminal is that employees will be required to move to Winslow, an area which by comparison to Belen appears to have far less to offer. The employees view the forced move to Winslow as a hardship. We are not unsympathetic to what the employees see as their plight, particularly in view of the fact that some employees in reliance upon the Carrier's earlier indication of Belen as the home terminal purchased housing and/or land in Belen in anticipation of the move. However, as appealing as those considerations are they do not overcome the compelling considerations of efficiency and cost effectiveness of the ID service.

In the final analysis we must conclude that under the circumstances of this case this Board should not interfere with the Carrier's designation of Winslow as the single home terminal for the ID service, even if this Board had the authority to do so. The Carrier's proposal will be adopted.

2. Comparable Housing

The second major issue to divide the parties is whether the conditions which will apply to ID service in this case should include a provision for comparable housing.

In support of such a provision the Organization points to the March 20, 1987 Decision of the Joint Interpretation Committee established pursuant to Article XVI of the October 31, 1985 National Agreement holding

that under Section IX of that agreement an arbitration tribunal such as this Board when determining the conditions for ID service ". . . may give consideration to whether or not such rule should contain a provision that special allowances to home owners should be included because of moving to comparable housing in a higher cost real estate area." The Organization candidly admits that the whether the conditions should include a comparable housing provision turns upon whether the employees will be moving to an area where real estate costs are higher than in the Gallup area. However, the Organization emphasizes that Winslow, when compared to Gallup and Belen, is an area with relatively few existing housing units many of which are inferior in quality. Moreover, urges the Organization, there are relatively few contractors thus limiting new housing. The Organization argues that under these circumstances the increased demand for housing which will result from employees moving to Winslow may increase substantially the cost of housing. In the face of such uncertainty the Organization contends that there should be a joint committee of management and employee representatives to determine whether in fact Winslow will be a higher cost of housing area. The Organization maintains that the committee should ascertain the median price of housing in both Winslow and Gallup and compute the percentage difference between the two areas, then determine the average cost of housing in the two areas and arrive at an average between the median price and average cost.

The Organization contends that in view of the fact there is no comparable housing in Winslow or its environs, the area to be surveyed for purchases of comparable housing should include Flagstaff, Arizona, approximately fifty miles to the west of Winslow. The Organization points out that

Flagstaff, which is the nearest major population center to Winslow, has substantial available housing and would attract many of the transferees.

The Organization contends that comparable housing has been included in several arbitrated ID agreements. Examples cited by the Organization range from a simple provision for ". . . an equitable allowance . . ." to fixed percentages of fair market value and equity of a home in the location from which the employee transfers. The Organization seeks similar protection here.

The Carrier vigorously protests any provision for comparable housing on the ground that conditions precedent for such provision have not been satisfied in this case. Specifically, the Carrier contends that under the March 20, 1987 Decision of the Joint Interpretation Committee a comparable housing provision may be included only where employees are ". . . moving to comparable housing in a higher cost real estate area." Citing evidence it produced before this Board the Carrier argues that Winslow is a substantially lower cost of housing area than Gallup. The Carrier emphasizes that the Organization has produced no contradictory evidence. Accordingly, urges the Carrier, the Organization has failed in its burden to establish the conditions precedent to inclusion of a comparable housing provision.

Moreover, argues the Carrier, the Decision of the Joint Interpretation Committee clearly establishes that it is within this Board's discretion to include a comparable housing provision and that the Board is under no obligation to do so. Pointing to the fact that the language utilized by the Joint Interpretation Committee concerning comparable housing is a direct quote

from Article XII, Section 2(a) of the January 27, 1972 National Agreement and contending that no comparable housing provision based on that section of the 1972 agreement appears in any ID agreements, the Carrier contends that such a provision is archaic and should not be adopted here. The Carrier also points out that during negotiations the Organization came forth with no proposal as to how a comparable housing allowance might be calculated and applied despite the Carrier's request for such a proposal. Accordingly, the Carrier urges this Board should not impose a provision with respect to which the parties have had no substantial bargaining.

At the outset we must address the question of whether Flagstaff, Arizona should be considered part of the "area" for purposes of determining whether the employees will be moving to a higher cost of housing area. The Organization makes several appealing arguments based primarily upon the fact that Flagstaff would be more attractive to employees than Winslow. However, Flagstaff is approximately fifty miles from Winslow. While the employees easily could commute that distance, that factor alone does not make Flagstaff part of the Winslow area for purposes of determining comparable housing. Winslow, while apparently less attractive than Flagstaff, Gallup or Belen, is a self-contained town. Though goods, services and housing may be in short supply, which may induce transferees to travel or even relocate to Flagstaff for these amenities, eventually they will be sufficient to meet the needs of the town's expanded operation. We find no reason to conclude that housing in Winslow will not improve and expand to meet the needs of new residents albeit at perhaps an increased cost. Accordingly, we find no basis upon which

to expand the area to be surveyed for purposes of comparable housing to include Flagstaff, Arizona.

However, we are not persuaded by the Carrier's arguments that either the Organization has not met the conditions precedent to establish the propriety of a comparable housing provision or that the Organization has failed in its burden of proof with respect to such provision. The record before this Board establishes that in Winslow existing housing is insufficient to meet the anticipated demand and that the capability to expand housing is limited. Under these circumstances it is reasonably foreseeable that the costs of existing housing and constructing new housing will rise. While it is impossible to determine at this point in time whether in fact housing costs will increase to the point where the cost of housing in Winslow will be greater than the cost of housing in Gallup, we believe the record in this case overcomes the Carrier's objections.

The March 20, 1987 Decision of the Joint Interpretation Committee clearly holds, as both the Carrier and the Organization recognize, that this Board has the authority to include a provision concerning comparable housing in the conditions applicable to the ID service in this case if employees will be moved to a higher cost of housing area. It is equally clear that if the Carrier's position on this issue prevails there will be no relief for employees if in fact as a result of their influx into the Winslow area housing costs rise to greater than housing costs in Gallup. In view of the fact that one purpose of conditions negotiated or arbitrated pursuant to Article IX of the October 31, 1985 National Agreement is to protect employees from ecnomic loss incident to the institution of ID service, we believe it is appropriate

to include a provision relating to comparable housing in the conditions applicable to the ID service in this case.

We believe the Organization's suggestion is a good one that in this case a joint committee be established consisting of both Carrier and Organization representatives to determine whether in fact the cost of comparable housing in Winslow, considering not only existing housing but also the construction of new housing, is greater than comparable housing in Gallup. An affirmative determination of that question would be a condition precedent to any allowance for comparable housing. In the event the committee reaches an affirmative determination, it will proceed to consider and determine the nature and extent of such an allowance. We believe that it is better to afford the parties the first opportunity to determine the specifications of such allowance rather than determining that factor in this Decision as sought by the Organization. Any dispute which the joint committee cannot resolve will be submitted to adjustment pursuant to Section 3 of the Railway Labor Act, 45 U.S.C. §§151.

The Attachment to this Decision includes a comparable housing provision implementing the foregoing determination.

3. Moving/Real Estate

The Carrier proposes a provision governing moving expenses for employees who move to Winslow and governing the real estate interests in Gallup held by such employees. The Carrier argues that its proposal implements Article IX, Section 7 of the October 31, 1985 National Agreement by adequately protecting employees against any losses with respect to either

matter while the Organization objects not so much to the wording of the Carrier's proposal but to the Carrier's application of it.

The Organization's principle objection to the Carrier's proposal is its restricted applicability to employees who are "required" to move their residence as the result of the institution of ID service. The Organization vigorously argues that the senior employees at Gallup should have the option for the better jobs. The Carrier does not agree, contending that its proposal is drawn from the Washington Job Protection Agreement (WJPA) as specified by Article XIII, Section 9 of the January 27, 1972 National Agreement. Accordingly, urges the Carrier, the protection afforded by its proposal is standard and should not be enlarged upon by this Board.

The Organization also alleges that the Carrier has not appraised employees' homes in Gallup properly. Specifically, the Organization maintains that the Carrier instructed appraisers to price the homes for sale within ninety to one-hundred and twenty days and to compare those homes to all others on the market. The Organization contends that the sale period is too short and that comparison of a home on the market by virtue of the Carrier's transfer of employees to Winslow to homes of other transferees artificially lowers the value of all such homes. The Organization seeks input with respect to the Carrier's instructions to appraisers.

The Carrier argues that ninety to one-hundred twenty days is the normal sales period for a residence. However, the Carrier represents that it has altered its instructions to appraisers to allow the sales period to run to the date of actual sale and to appraise the value of properties as of a date sufficiently prior to the announcement of the implementation of ID service so the properties will be unaffected thereby.

We believe the Carrier's point is well taken that its proposal tracks the language of WJPA and as such should not be disturbed by this Board. The Organization seeks to embellish employee benefits under WJPA as implemented by the January 27, 1972 National Agreement, and we do not believe it is appropriate for this Board to implement such embellishment.

It is part of the scheme of protection applicable to employees forced to change their residence that such employees not suffer loss on the sale of their residences. However, in view of the Carrier's representations concerning modification of the sale period and instructions to appraisers we find no basis upon which to modify the Carrier's proposal.

Accordingly, we adopt the Carrier's proposal.

4. Protection of Other Than ID Service

There exists the question of how work other than ID service between Winslow and Belen will be protected after the institution of ID service. Presently unassigned and pool freight service between Gallup and Albuquerque/Belen is protected by Gallup home crews and the same service between Winslow and Gallup is protected by Winslow home crews. Conductors' and brakemens' extra boards at Gallup protect vacancies in the Gallup home pool crews as well as coal and work train assignments. When ID service is instituted there will be no pool turns remaining at Gallup, and there will be insufficient work east of Gallup to support the extra boards.

Nevertheless, argues the Organization, inasmuch as the institution of ID service will affect only pool freight service, all other service should continue to be manned as at present with Gallup and Winslow as the sources of supply. The Carrier vigorously disagrees. The Carrier contends that the

arrangement urged by the Organization will result in unnecessary and expensive deadheading of employees from Winslow to Gallup. Instead, the Carrier proposes to retain the present conductors' and brakemens' extra boards at Gallup and call made-up crews from those boards to protect all miscellaneous work which does not run through Gallup. That arrangement, argues the Carrier, would benefit the employees as much as the Carrier. In addition to minimizing deadheading it would require fewer employees to move from Gallup to Winslow. The Carrier estimates that the extra boards would support five to six conductors and ten to twelve brakemen.

The Organization argues the technical point that the Carrier's notice covers only ID service between Winslow and Belen and thus has no application to the noninterdivisional service in that service area. However, as the Carrier points out, the institution of ID service will affect the manning of remaining noninterdivisional service.

We believe the Carrier has the stronger proposal. The Organization repeatedly has represented to this Board that the employees in Gallup generally do not wish to move to Winslow. The Carrier's proposal would allow some employees to remain in Gallup. Additionally, we believe the Carrier's point is well taken that one of the main purposes of the institution of ID service is to increase operating efficiency. Such efficiency will be reduced materially if the Carrier must deadhead employees from Winslow to Gallup to perform work a substantial part of which is located at Gallup.

For the foregoing reasons we adopt the Carrier's proposal on this issue.

5. Use of ID Crews In Turnaround and Hours of Service Relief Work

The Carrier urges that it is necessary for the successful operation of ID service that it have the flexibility of utilizing ID crews in turnaround service and for relief of ID crews tied up under the Hours of Service Law. The Organization opposes the use of ID crews for such work. The Organization argues that inasmuch as the purpose of the Carrier's notice and the agreement resulting from this proceeding is to facilitate ID service, ID crews should be used only in the performance of ID service. Moreover, urges the Organization, Article 44(h) of the Roadmen's Schedule provides an agreed upon method for hours of service relief which should be applicable to ID service.

The Organization's position is inconsistent with certain material facts. Under the Carrier's proposal ID pool freight crews would relieve other ID pool crews tied up under the Hours of Service Law except with respect to westbound trains operating between Gallup and Winslow which would be relieved by extra board crews at Winslow. It seems to us only logical that the use of ID crews to relieve other ID crews tied up under the Hours of Service Law promotes efficiency. Moreover, it may detract from such efficiency to restrict the Carrier from using any ID crews in turnaround service. Article 44(h) of the Roadmen's Schedule would have limited applicability to ID service in this case inasmuch as by its terms it applies only where ". . . relief crews are furnished from the home terminal , . . ." In this case the single home terminal for all ID service between Winslow and Belen will be Winslow.

We must conclude that the Carrier has the better proposal on this issue. Accordingly, we adopt the Carrier's proposal.

6. Handling and Payment of ID Crews Tied Up Under Hours of Service Law

The Organization seeks a provision in the conditions that ID crews tied up under the Hours of Service Law en route will not be held at an intermediate point and required to resume their trip after obtaining legal rest but will be deadheaded or towed expeditiously to the objective terminal. The Carrier maintains that while such a provision might have been appropriate in a negotiated agreement, it should not be included in an arbitrated agreement particularly if other provisions of such agreement result in increased costs to the Carrier. Again, the Carrier argues that such a provision will hamper operating efficiency which is a goal of ID service.

While we are sympathetic to the Carrier's need for latitude in the operation of ID service as well as the Carrier's need to keep operating costs at a minimum, we also must evaluate the impact of ID service upon the employees. The Carrier has made no specific showing as to how the Organization's proposal would decrease operating efficiency or result in increased costs. On the other hand the nature of the Organization's proposal is such as to foster the mutually desirable goal of having employees en route in ID service reach their objective terminal either to return home or to place themselves in a position to return home as quickly as possible.

In the final analysis we believe the Organization has the superior position with respect to this issue. We will include the Organization's proposal in the agreement.

7. Lodging

The Organization seeks lodging for ID crews at Belen/Albuquerque in accordance with the parties' Memorandum Agreement of July 17, 1980 governing

lodging. Under that agreement employees subject thereto have the option of choosing lodging at Carrier facilities under conditions specified in the agreement or accepting an allowance in lieu thereof. The Carrier opposes the option.

We believe the parties' July 17, 1980 agreement governing lodging has served the parties well for eight years. We see no reason to disturb that arrangement, particularly in light of the fact that the Carrier has made no showing as to why employees in ID service requiring lodging at Belen/ Albuquerque should be treated differently.

Accordingly, we will adopt the Organization's proposal on this issue.

8. Exchanging Trains

The gravaman of the dispute over this issue appears to be that ID crews operating west of Winslow receive an arbitrary for exchanging trains which the Carrier is unwilling to grant on the ground that it is contrary to the intent of the October 31, 1985 National Agreement. The Organization, recognizing the Carrier's reluctance to establish arbitraries, argues for a provision that ID crews will not trade off trains between their initial and final terminals. The Carrier seeks a provision which by its specific terms would bar the Carrier from requiring ID crews to exchange trains in opposite directions but by inference would allow the Carrier to require such exchange in the same direction but without an arbitrary.

Clearly the Organization's proposal would hamper the Carrier's flexibility in operating ID service and thus adversely impact the operating efficiency of such service. In view of the limited latitude in this matter

sought by the Carrier, we find little support for the Organization's proposal. As the Organization recognizes, an arbitrary for exchanging trains would be contrary to the intent of the National Agreement and thus inappropriate.

Accordingly, we shall adopt the Carrier's proposal.

9. Held-Away-From-Home Terminal (HAFHT) Time

The Organization seeks a provision that after sixteen hours at their away-from-home terminal the Carrier will call ID employees for service or deadhead them or pay them continuous time. The Organization emphasizes that such a provision appears in other ID agreements with the Carrier. The Carrier emphasizes that there is a HAFHT Rule in the conductors' and trainmen's schedule agreement. The Carrier argues that absent mutual accord by the parties there should be no deviation from that rule.

While the Carrier's argument has certain appeal, its soundness is suspect inasmuch as the parties at least on one previous occasion have included the provision sought by the Organization in an ID agreement. In any event, it is in the mutual interest of the Carrier and employees to return employees to the home terminal as quickly as possible. We do not perceive the provision sought by the Organization as an undue restriction upon the Carrier's latitude in conducting ID service.

For the foregoing reasons we adopt the Organization's proposal.

10. Applicability of Schedule Agreement

The Organization seeks a provision that except as specifically provided in this arbitrated agreement the schedule agreement between the

parties is not modified or amended and that this arbitrated agreement is not to be construed as so doing. The Organization contends that such a provision is standard in ID service agreements. The Carrier opposes such a provision on the ground that it is unnecessary.

We see no sound reason not to include the provision sought by the Organization. The provision makes a clear statement as to the interpretation to be placed upon the schedule agreement in light of this arbitrated agreement and vice versa.

Accordingly, we adopt the Organization's proposal.

11. Payments To Productivity Fund

The Organization seeks to maintain the current practice by which the Carrier pays into the crew consist productivity fund for each one way trip between Winslow and Gallup and one payment for each trip between Gallup and Belen. The Organization contends that by such provision it seeks no increased benefits but merely to retain the benefits it now enjoys. The Carrier seeks to eliminate payments to the productivity funds on the ground that they contravene the purpose and intent of the October 31, 1985 National Agreement. The Carrier argues that to continue the payments would maintain the Carrier's costs with respect to such payments as though there had been no institution of ID service. Moreover, argues the Carrier, by seeking such payments the Organization has violated the moratorium on crew consist.

We fully understand that the Organization seeks to minimize the loss of benefits as the result of the institution of ID service in this case and that this benefit is substantial to the Organization. Nevertheless, we

believe maintenance of the benefit at the current level is contrary to the intent of the October 31, 1985 National Agreement to reduce economic encumbrances upon the Carrier in the operation of ID service.

We find no basis in the record before us for the Organization's proposal on this issue. Accordingly, it will not be adopted.

The Board feels constrained to comment that the Chairman and Neutral Member of the Board has received considerable correspondence from employees and local union officials as well as elected officials of local, state and federal governments concerning the relocation of employees from Gallup to Winslow and other matters relating to this proceeding. Most of that correspondence was received after the close of the proceedings and thus could not be considered. However, we have analyzed all correspondence and find that all issues and arguments raised therein were raised by the parties before this Board either in the written submissions or orally at the hearing. Accordingly, all such issues and arguments were considered by this Board.

DECISION

In the event the Carrier establishes interdivisional freight service between Belen, New Mexico and Winslow, Arizona the conditions set forth in the attachment to this Decision shall apply to such service.

William E. Fredenberger, Jr.
Chairman and Neutral Member

DATED: June 6, 1988

ATTACHMENT

Pursuant to Article IX, UTU National Agreement of October 31, 1985, The Atchison, Topeka and Santa Fe Railway Company may establish interdivisional (ID) service for pool freight crews between Winslow, Arizona and Belen, New Mexico under the conditions as set forth below:

General Provisions

The provisions of Article IX, Section 2 of the October 31, 1985 UTU National Agreement will apply in their entirety.

Terminals

Interdivisional pool freight crews will operate between the terminals of Winslow, Arizona and Belen, New Mexico. Winslow will be the home terminal and Belen will be the away-from-home terminal.

Calling Crews

Crews in interdivisional service will be called first-in, first-out at each terminal subject to their availability under the Hours of Service Law.

Exchanging Trains

Crews in interdivisional service will not be required to exchange trains in opposite directions.

Meals En Route

In order to expedite the movement of interdivisional pool freight runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews, working or deadhead, are not permitted to stop to eat, they will be paid an allowance of $1.50 for the trip, unless crews qualify for payment under the meals en route agreement dated October 25, 1984.

Basis of Pay

All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that time.

Current actual miles run are as follows:

Eastbound - Conductor/Brakeman	271 miles
Westbound - Conductor/Brakeman	271 miles

Providing Relief for HSL Crews

In connection with relieving interdivisional pool freight crews tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:

WESTBOUND TRAINS

Between Belen & Gallup - including Gallup	-	ID pool freight crew standing first out at Belen
Between Gallup & Winslow	-	Extra board crew at Winslow

EASTBOUND TRAINS

Between Winslow & Gallup - including Gallup	-	ID pool freight crew standing first out at Winslow
Between Gallup & Belen	-	ID pool freight crew standing first out at Belen

Protecting Other Than ID Service

Regular assignments will be protected by regularly assigned employes. Conductors' and brakemen's extra boards will be maintained at Gallup sufficient to take care of service demands in other than interdivisional service, including work/wreck trains originating at Gallup. Made-up crews protecting service from Gallup will be called first in, first out subject to their availability under the Hours of Service Law and can be operated in either direction out of Gallup to the terminals of Winslow, Belen and/or Albuquerque. Upon arrival at such distant terminal crews will be operated independently of crews in ID service and can be used to operate a train back to Gallup.

Service to Albuquerque from Winslow will be protected by interdivisional pool freight crews at Winslow. At Albuquerque, crew may be transported to Belen on a continuous time basis and take its proper standing based on arrival at off duty point for service back to Winslow. Service to Winslow from Albuquerque will likewise be protected by interdivisional pool freight crews at Belen if none available at Albuquerque.

ID Crews Tied Up Under Hours of Service Act

Crews in interdivisional service will not be tied up en route under the Hours of Service Act and held at such intermediate points and then required to resume their trips after obtaining legal rest, but rather, will be deadheaded or towed to the objective terminal as expeditiously as possible. When a pool freight crew is tied up under the Hours of Service Law and is to be transported to the objective terminal to complete the trip, the following will govern:

1. One (1) hour will be free time.

2. Straight time allowance will be paid for any time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

HAFHT Time

Held-away-from home terminal time will be allowed under the following condition:

Pool freight crews in interdivisional pool freight service held at their away-from-home terminal for the purpose of this Agreement, will be paid continuous time for all time held after expiration of sixteen (16) hours from the time relieved from previous duty exclusive of any time resulting from the crew or any member of the crew calling for rest, at the rate paid for last service, until called for service or ordered to deadhead, in which case held away-from-home terminal time shall cease at the time pay begins for such service, or when deadheading at the time the train departs on its road trip. If transportation other than train is used for deadheading, held away-from-home terminal time shall cease at the time of departure of the other mode of transportation.

NOTE: If a crew is called and released, held time will not be broken. However, there will be no duplicate payment for held time and time on duty.

Formal Investigations

Applicable schedule rules will apply to pool freight crews required by Carrier to attend formal investigations; however, a crew or member thereof in interdivisional service who is ordered by carrier to appear for a formal investigation at a location other than their home terminal will be compensated for the deadhead in accordance with existing agreements when dismissed or suspended.

To the extent possible, formal investigations will be held at the home terminal of the employe(s) involved.

Schedule Agreement

Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreement between the Carrier and the United Transportation Union, except as herein provided.

Lodging

Lodging will be provided at Carrier's expense in Belen/Albuquerque in line with Agreement dated July 17, 1980. Those employees covered by this Agreement will have the choice of being furnished lodging or an allowance in lieu thereof.

Vacations

A pool freight employe in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days.

Moving/Real Estate

Article XIII, Section 9, of the January 27, 1972 UTU National Agreement, will be applicable to any employe whose principle residence was Gallup on February 1, 1986 and who was required to change his/her residence as a result of the result of the Carrier's establishment of interdivisional service between Winslow, Arizona and Belen, New Mexico.

Comparable Housing

There will be established a joint committee of representatives of the Carrier and the Organization which will determine whether Winslow, Arizona is a higher cost of housing area and if so the nature and extent of any allowance to be afforded employees moving to Winslow from Gallup, New Mexico for comparable housing. In addressing any issue or dispute the committee is to be governed by the Decision of Arbitration Board No. 482 which established the conditions in this agreement. In the event the committee is unable to resolve any dispute before it, such dispute shall be submitted for final and binding resolution under Section 3 of the Railway Labor Act, 45 U.S.C. §§153.

Protection

Article XIII of the January 27, 1972 Agreement will be made a part of this Agreement.