

ARBITRATION BOARD NO. 570

Between:

Union Pacific Railroad Company
and
United Transportation Union (GO577)

Issue:

What conditions shall apply to interdivisional train operations radiating from a new home terminal at Beaumont, Texas? The Specific runs from Beaumont involve the following points:

1. Beaumont/Livonia
2. Beaumont/Lafayette
3. Beaumont/Alexandria
4. Beaumont/Houston
5. Beaumont/Hearne

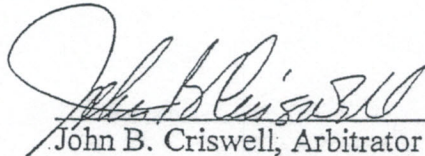
Opinion:

The parties, having failed to reach an agreement on the establishment of interdivisional pool freight service runs from the new home terminal of Beaumont, Texas, presented the question to this Arbitration Board established by the National Mediation Board.

There are extensive written presentations of record in this matter, outlining the history of the negotiations, an earlier agreement reached and turned down. Oral arguments were also heard.

The issues have been thoroughly reviewed, and, as is customary in these matters, there is attached an Agreement in the form of Terms and Conditions for final settlement of the issue and is hereby imposed.

Dated this 26th day of November, 1999, at Spring, TX.



John B. Criswell, Arbitrator

103-H

Terms and Conditions
between the
Union Pacific Railroad
and the
United Transportation Union
Interdivisional Service - Beaumont

ARTICLE I

Section 1: Service

A. New Interdivisional Service shall be established from Beaumont, as the new home terminal, to the following points and paid the miles shown below with a minimum of a basic day when performing service or combination deadhead and service:

Home Terminal	Away from Home Terminal	Miles
Beaumont – E. Pool	LIVONIA	161 via Beaumont Subdivision 167 via Lafayette Subdivision
Beaumont – E. Pool	LAFAYETTE	129 via Lafayette Subdivision
Beaumont – E. Pool	ALEXANDRIA	148 via Beaumont Subdivision 153 via Lafayette Subdivision
Beaumont – W. Pool	HOUSTON	88 via Beaumont Subdivision to Settegast 85 via Beaumont Subdivision to Englewood 81 via Lafayette Subdivision to Settegast 82 via Lafayette Subdivision to Englewood
Beaumont – W. Pool	Hearne	195 miles via BN & SP to Hearne 213 miles via BN & Valley Jct. To Hearne

B. Crews may operate via any combination of UP and former SP trackage over the Lafayette or the Beaumont Subdivision between Beaumont and Livonia, Lafayette, Alexandria and Houston. Crews will be paid the miles run if routing is different than identified in Section A.

C. Beaumont pool turns established under this Agreement as well as the east long pool turn at Houston established under the Houston Hub Merger Agreement will operate on a

first in/first out basis at both the home and away-from-home terminals. As such, runarounds en route do not apply. The off-duty time of a crew determines the first in conditions. If more than one (1) crew arrives at the same time, the order of first in will be based on the crew's order at time of call for original service.

Section 2: Rates of Pay

The provisions of the 1985 National Agreement as amended by subsequent agreements shall apply.

Section 3: Overtime

Overtime will be calculated in accordance with the National Agreements.

Section 4: Call

All crews headquartered at Beaumont will receive a two (2) hour call for any service.

Section 5: Transportation

When a crew is required to deadhead or is required to take charge of a train or is relieved from duty at a point other than the on and off duty points identified in Section 1; the Carrier shall authorize and provide suitable transportation for the crew.

Section 6: Meal Allowance and Eating Enroute

In order to expedite the movement of interdivisional service, the Carrier shall determine the conditions under which such crews may stop to eat. When crews covered by this agreement are not permitted to stop and eat, such crews will be paid an allowance of \$1.50 for the trip in accordance with the provisions set forth in the 1985 National Agreement.

Section 7: Suitable Lodging

Suitable lodging will be provided by the Carrier in accordance with existing Agreements.

Section 8: Seniority / Pools and Extra Boards.

A. Service from Beaumont to Livonia, Lafayette, Alexandria. A new east pool shall be established at Beaumont with multiple away-from-home terminals.

B. Service from Beaumont to Houston. A new west pool shall be established at Beaumont with Houston as the away-from-home terminal.

C. Service from Beaumont to Hearne/Valley Junction. This service will be protected by the new west pool.

D. **Beaumont Extra Board.** The existing combination Conductor/Brakeman road extra board at Beaumont shall protect vacancies in this new Interdivisional Pool Freight Service, other miscellaneous service the board currently protects, as well as all other service previously protected by the DeQuincy extra board. The Carrier will have the right to eliminate the DeQuincy extra board. *Refer to PP 324 DeQuincy KETABOARD TO DEFINE WHAT IT COVERS*

E. **Force Assigning.** All new positions not filled by employees voluntarily, will be filled by force assigning the junior conductor not working as such in road service (brakemen) in Zone 2 of the Houston Hub.

Section 9: Repositioning Crews at the Away-From-Home Terminals

A. The highway miles shown below will govern when crews are repositioned/deadheaded between the following away-from-home terminals:

Alexandria – Lafayette = 93 miles

Alexandria – Livonia = 104 miles

Lafayette – Livonia = 51 miles.

B. The repositioning conditions set forth in this Section are restricted to the terminals listed above.

C. Article IV.A and IV.A.2 of the Houston Hub Merger Agreement regarding repositioning crews from one away from home terminal to another will apply.

D. This is subject to the conditions contained in Side Letter No. 3 of the Houston Hub Agreement.

Section 10: Familiarization

To ensure proper familiarization and compliance with applicable FRA regulations, if any, employees new to the territory will be provided with a sufficient number of familiarization trips over territory where they are not currently qualified. Issues concerning individual qualification shall be handled with local operating officers. Employees will not be required to lose time or "ride the road" on their own time in order to qualify for these new operations. Pay will be made in the same manner as if the employee had performed service. If a dispute arises concerning this process, it will be addressed directly with the appropriate Labor Relations Officer and the General Chairman.

Section 11: Hours of Service Relief

A. The provisions for Hours of Service Relief and the utilization of crews as set forth in the Livonia Interdivisional Agreement and the Houston Hub Merger Agreement for both the Houston east long pool and the DeQuincy Operation (short pools) will continue to apply with the exception the Beaumont extra board will replace the DeQuincy extra board.

Section 12: Mileage Regulation

Pools established by this Agreement shall be regulated in accordance with existing Agreements and practices.

Section 13: Beaumont/Amelia

A. Road crews at Beaumont may get or leave their trains at Amelia.

B. When west pool crews get or leave trains at Amelia, it will not change the road miles established in Section 1 of this Agreement. When east pool crews get or leave trains at Amelia, the Beaumont/Amelia road miles will be added to the trip mileage.

C. This clause does not change the Beaumont Terminal limits.

Section 14: Held-Away-From-Home Terminal Payments

Crews covered by this Agreement will receive continuous held-away-from-home terminal payments for all time held at the far terminal after the expiration of sixteen hours.

Section 15: Work Train/Turnaround Service

All unassigned work train and/or turnaround service operating out of Beaumont will be protected by the Beaumont extra board.

ARTICLE II

Section 1: Interim Pool and Extra Board Positions

A. On the date of implementing this Agreement, the existing Beaumont Interim operation pool turns, the additional Interim operation extra board positions at Beaumont and any remaining extra board positions at DeQuincy will be abolished.

B. No less than fifteen (15) days prior to the date of implementing this Agreement, the new Beaumont short pool turns (east and west) along with all new additional Beaumont extra board positions will be advertised. Assignment of employees to the new positions will be made

ten (10) days from the date of advertisement and employees so assigned will assume their new positions at 12:01 a.m. on the date of implementing the Agreement.

Note: It is understood on the time and date of implementing this Agreement, employees may already be on duty and/or at the away from home terminals. Those employees will assume their new positions upon final tie-up at the home terminal.

Section 2:

With the advance advertisement of new positions, employees whose positions will be abolished under Section 1 above, will not be permitted to exercise their seniority over junior employees who are assigned to the new positions so advertised. Employees who desire the new positions must obtain such through the advertisement process set forth in Subsection 1 B above.

ARTICLE III

Section 1 - Subsequent to the implementation of this Agreement, employees who were occupying positions which were abolished as set forth in Article II, Section 1 of this Agreement and who as a result of this Agreement were required to change their place of residence from DeQuincy to Beaumont as defined in National Agreements and applicable Job Protection Agreements, will be provided Interdivisional Income and Homeowner/Moving Expense Protection pursuant to the relevant National Agreement provisions.

ARTICLE IV

Section 1 - This Agreement will become effective on the date Carrier advertises the new positions as set forth in Article II, Section 1 B of this Agreement.

Section 2 - This Agreement is in compliance with the provisions set forth in the National Agreements.

Section 3 - Where in conflict with any other agreements, understandings or practices, the provisions of this Agreement will apply.

Imposed this 26th day of Nov, 1999 in accordance with Article IX Arbitration in conjunction with the attached award.