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**Subject: PLB 6854 Cases 80-85**

Mr. Green:

On September 23, 2011, we met and discussed PLB 6854 Cases 80-85 all dealing with Short Turn Around Service versus Long Turn Around Service in accordance with SLSF Conductor Schedule Article 30 H and I.

We discussed PLB 5410 Award 74 at length and determined that we could resolve these claims utilizing Referee Twomey's application of SLSF Conductor Schedule Article 30. Therefore, it was agreed that the following interpretation would apply. SLSF Conductor Schedule Article 30 reads in part:

**Section H--Freight Service: Short Turnaround; Side Or Lapback Trips; Short Trips To Or From A Terminal Or An Intermediate Point**

(1)(a) Pool crews may be called to make short turnarounds with the understanding that more than one turnaround trip may be started out of the same terminal and paid actual miles, with a minimum of 100 miles for a day, provided: (1) that the mileage of all the trips does not exceed 100 miles; (2) that the distance run from the terminal to the turning point does not exceed 25 miles; and (3) that the crew shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty 8 consecutive hours, except as a new day subject to the first-in/first-out rule or practice.

**Note:** The above paragraph has no application to "long turnarounds" for which a pool crew is called on a single-trip basis.

**Section I--Terminal Provision**

When a crew has completed its trip to a terminal and is ordered out on another run or run off their assigned territory before completing trip, it will be considered as commencing another day and not continuous mileage.

In an effort to resolve the open issues included in these five cases, we agreed to the following examples to help clarify our understanding.

Issue 1. Is BNSF required to advise crews if they are called for short or long turnaround service when called? The answer is no. Referee Twomey wrote:

“The Fort Scott ID Agreement has been in effect since 1982 and the Carrier over the years has utilized the short turnaround service rule of Article 30, Section H(1)(a) subject to the time and mileage restrictions for multiple trips is hours of service relief along with various other uses where the hours of service relief could not be performed within the restrictions of the short turnaround rule or the work would be performed on a single-trip basis and if multiple trips were required they would be subject to the restrictions and payments required by Article 30 Section H and I.”

Based on the above, we concluded that the crew would be compensated based on service performed looking back and apply Article 30 H and I accordingly.

Issue 2. How are the employees compensated and when do the employees standing for service have a claim? We agreed to a few examples to explain proper payment.

Example 1: Crew performs turnaround service that included three round trips for 15 miles, 80 miles and 15 miles. In this case, the Crew would be due 130 miles for the first trip account we cannot combine the first and second trip under the short turnaround rule because the second trip exceeded the 25 mile limit to the turning point. The Crew is due 130 miles for the second trip account we cannot combine the second and third trip because the second trip exceeded the 25 mile limit to the turning point. And, the Crew would be due 130 miles for the third trip account we cannot combine the second and third trips because the second trip exceeded the 25 miles limit to the turning point. At the start of each new day the mileage and time clock started at zero. In other words, the Crew started at zero miles and zero time on duty when they departed the terminal for the second train. The departure time for the second train is also the trigger for a claim in behalf of the crew standing for service. When the Crew departed for the third train and was allowed a basic day for that service, their mileage and time on duty was once again zero. And, the departure time for the third train is also the trigger for a claim in behalf of the crew standing for service. Because the crew was paid a new day for each trip, overtime would be based on the time on duty until the next departure. In other words, the crew was on duty at 0100 hours and departed on the second trip at 0700 hours. Since the time on duty for the first days pay was only 6 hours, there would be no overtime due. This same crew departed for the third train at 1100 hours and tied up at 1300 hours. The crew would have no overtime due since they were on duty only four hours between the second and third departures and the crew was only on duty for 2 hours during the third trip from departure to tie up time.

Example 2: Crew performs turnaround service that included three round trips for 15 miles (0100 hours on duty), 15 miles (0700 hours departure) and 80 miles (1100 hours departure). In this case, the Crew would be due only one basic day for the two trains account neither trip exceeded the 25 mile limitation, the total miles did not exceed 100 miles and the second departure was prior to 8 hours on duty. Since the third trip exceeded the 25 mile limitation, it could not be combined with the first two trips and the crew is due a basic day for the third trip. And, the departure time for the third train at 0700 hours triggers a claim in behalf of the crew standing for service. In this case, the crew is due 2 hours overtime in connection with the first

two trips calculated from the original on duty time until the third departure that triggered a new day, 0100 until 1100 hours.

Example 3: Crew performs turnaround service that included a single trip for 160 miles on duty 0100 hours and tied up at 1100 hours. In this case, the crew is due the actual miles operated with overtime after the 160 miles for 10 hours on duty. In this case, the crew would be due no overtime because the time on duty did not run off the miles operated and paid. Because the crew was paid only one trip, there is no claim for a crew standing for service.

Example 4: Crew performs turnaround service that included three round trips for 15 miles (0100 hours on duty), 15 miles (0500 hours deaprture) and 15 miles (0700 hours departure and tied up at 1100 hours). In this case, the Crew would be due only one basic day for all three trains because all three trains were witin the 25 mile limit, the total miles operated was less than 100 miles and the last departure was prior to being on duty for 8 hours. It should be noted that the crew would be due 2 hours overtime because they were on duty a total of 10 hours with overtime after 8 hours.

As clarification, the new day provided above is not considered a penalty but is considered a new day during the same tour of duty. However, beause of the findings of PLB 6003 Award 47, the crew is not due an additional Code 32 for each STAS new day but is due a single Code 32 for that entire STAS tour of duty.

It was understood that PLB 6854 Cases 80-85 and all outstanding claims would be resolved based on the above understanding.

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If the above accurately reflects our discussions, please affix your signature below.

Sincerely,

Milton A. Siegel, Jr.  
RAB

I agree:



UTU General Chairman S. F. Green