

PUBLIC LAW BOARD NO. 7433

Case No. 2  
Award No. 2

United Transportation Union	)	
	)	
vs	)	PARTIES TO DISPUTE
	)	
Burlington Northern Santa Fe Railway Company	)	

**STATEMENT OF CLAIM**

Claim a basic day pay account not used to balance miles according to the Calwa - Richmond run through agreement for the period Aug 21 thru Aug 30, 2002. This claim 01 of 10 to be submitted for further arbitration.

**FINDINGS**

This Board finds the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due and proper notice of hearing thereon.

The Riverbank Run-Through operates between Richmond and Calwa (Fresno) California. By agreement, the parties established a double-ended pool, meaning that Richmond and Calwa would serve as both home and away-from-home terminals, and split the equity between the two terminals equally. In other words, Richmond was entitled to one-half the work and Calwa the other half. Initially, the agreement language provided:

Richmond crews upon arrival at Calwa will be called for service subject to their availability under the Hours of Service Law ahead of Calwa crews. However, not more than two Richmond crews will be worked out of Calwa before using a Calwa crew. The same principle shall apply at Richmond. Mileage will be equalized between the sides of the district weekly.

The parties later modified this provision with the condition that mileage equalization was to be done on the 10<sup>th</sup>, 20<sup>th</sup> and 30<sup>th</sup> of each month.

The present pertinent language reads as follows:

Mileage will be equalized between the sides of the District weekly

The application of the above sentence will be changed and effective March 1, 1973 the mileage will be equalized between the sides of the District on the 10<sup>th</sup>, 20<sup>th</sup> and 30<sup>th</sup> of each month, the month of

**February being compensated for. At the expiration of each 10-day period mileage will be equalized between the sides of the District, i.e. Calwa and Richmond, so that there will be a variance of no more than two one-way trips. The one or two one-way trip variance will be added to the next 10-day period as a factor in determining proper equalization for the following 10-day period.**

**The parties, for the purpose of clarity, have agreed to use the following example to illustrate where the parties disagree. The parties do not disagree regarding the district miles or that balance within two one-way trips satisfies the agreement. For purpose of this example, the parties will not consider the two one-way trip issue, nor will they consider line miles. The illustration will be based upon 100 trips.**

**Ideally, if there are 100 trips, 50 should be made by Richmond crews and the other 50 by Calwa crews. In this case, however, the Richmond crews made 70 trips and the Calwa crews operated the remaining 30. BNSF believes that equity is based upon Calwa's right to 50 trips; therefore, they are due an additional 20 trips. The Organization believes that Richmond's 70 trips represents one-half the equity, so Calwa is entitled to 70 trips as well, balancing equity on the basis of 140 trips.**

**Based on the above example the Calwa crews should be allowed to work 70 trips in the next 10 day period with the Richmond crews working 30 trips. That being the case at the end of two ten day periods each crew would have 100 trips. In the final 10 day period each crew point would be allowed 50 trips. Thereby the monthly count would be 150 trips for each district, making the trips equal.**

**Unfortunately the Carrier has a history of paying the district with the least amount of trips to make up to 50% of the total trips. In the above example the Carrier would pay the Calwa crews for 20 trips to bring the crews up to 50 trips, half the 100 trips.**

**There has been no evidence presented to this Board to support the manner in which Carrier has been equalizing miles. It appears the Carrier is trying to equalize money not miles.**

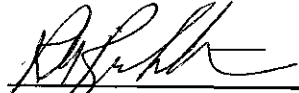
**Also, the Organization has not produced any evidence to support its position.**

**If the parties desire to equalize earnings instead of miles, it should be done by agreement.**

**The position of the Organization must be denied. However, if equalization of miles is too difficult to administer, the parties should reach an agreement that satisfies all parties.**

**AWARD**

**Claim denied.**



**R.G. Richter, Chairman  
Neutral Member**



**D.L. Young  
Organization Member**



**Gene L. Shire  
Carrier Member**

**Dated** March 29, 2011