

AGREEMENT

Between

BURLINGTON NORTHERN INC.

And

UNITED TRANSPORTATION UNION (C) AND (T)

Pursuant to the provisions of Article XII, Section 1 of the National Agreement, dated January 27, 1972, it is agreed that intraseniority district service may be established between Denver, Colorado, and McCook, Nebraska. The provision of the June 28, 1972, Interdivisional Service Agreement between the parties (copy attached) will apply to this service, except as otherwise provided herein. The following conditions will apply:

Section 1.

A pool of crews will be established and maintained at each home terminal sufficient to man this service between Denver and McCook. At each terminal a crew board having an "active" and "inactive" list will be maintained which will operate in the manner described below:

- (a) The active list at each terminal will be the list from which crews will be called, in turn, to work or deadhead to the other terminal (except as otherwise provided in Sections 3 and 4 hereof).
- (b) The inactive list will be a list of crews which are at its home terminal but who have not been advanced to the active list.

Double on

Active

inactive

- (c) Each crew arriving at its home terminal will be placed at the bottom of the inactive list except when it is entitled to "restoration of turn" or when it has "bypassed" some other crew which is entitled to "restoration of turn," under Section 3 (e) hereof. When a crew arrives at a terminal "out of turn", the conductor must register that fact (advising the caller) upon arrival and the crew will then be marked up on the active or inactive list in the proper place. See Example #2 following Paragraph (h). *on arrival at home on inactive*
- (d) Except when the crew arrives "out of turn," each crew arriving at the away-from-home terminal will be placed at the bottom of the active list even though this will result in exceeding the "quota" established under the provisions of Paragraph (e), below. *on arrival away from-home on active*
- (e) The number of crews (i.e., "quota") that will "normally" be on the active lists at McCook and Denver will be initially determined and later changed (from time to time as service requirements and crew availability changes) by the Superintendent or designated Carrier officer, after conferring with the UTU Local Chairmen, with immediate notification being given to the involved UTU Local Chairmen. This quota may be different at each terminal. *# on active*
- (f) The number of crews (i.e., "quota") on the inactive list will be the difference between the number of crews with that home terminal and the number on the active list. *# on inactive*
- (g) When a crew ties up at its home terminal (except when it arrives "out of turn") and adding the crew to the inactive list causes that list to exceed its current quota, the first-out crew on the inactive list will be immediately moved to the bottom of the active list. If a crew arrives at its home terminal "out of turn," it will be marked up in *move from inactive to active*

accordance with Paragraph (c) as soon as the proper order of markup can be determined.

- (h) It is recognized that if the designated Carrier officer fails to *Apply* maintain the proper equalization of work under this section, upon demand of the designated Local Chairman, the proper adjustment will be made in order to assure that this agreement is properly applied.

EXAMPLES FOR THE APPLICATION OF THIS SECTION 4:

E-1. At McCook there are ten long pool crews assigned. The quota for the active list is six at that time and the inactive list quota is therefore four. A McCook crew ties up there at a time when there are already four crews on the inactive list. The first-out crew on the inactive list will be immediately moved (i.e., marked up) to the bottom of the active list since if this were not done, there would have been five crews on the inactive list (which would exceed the quota).

E-2. At McCook, the active board stands as follows at the time a decision is made to deadhead a Denver crew to its home terminal "out of turn" (in order to reduce the number of away-from-home crews):

1. McCook Pool #4
2. McCook Pool #5
3. Denver Pool #7
4. Denver Pool #8
5. McCook Pool #6
5. Denver Pool #4

Denver Pool #7 is then called to "deadhead out of turn" on the train on which McCook Pool #4 is the working crew. Denver Pool #7 is not to

be marked up on the inactive list at Denver until McCook Pool #5 arrives and marks up on the active list at Denver.

E-3. At McCook, the active board stands as follows at the time a decision is made to deadhead a Denver crew (for the same reason as Example No. 2):

1. Denver Pool #2
2. McCook Pool #4
3. McCook Pool #5
4. Denver Pool #3

Denver Pool #3 is then called to "deadhead out of turn" on the train on which Denver Pool #2 is the working crew. This "deadheading out of turn" pre-empts the usual "first crew deadheads-second crew works" principle. However, if it should happen that Denver Pool #2 is not rested, the provisions of Section 4(b) would reverse the working or deadheading order.

Section 2.

(a) The mileage on this interseniority district service is as follows:

Denver-Akron	111.3 miles	(44%)
Akron-McCook	<u>142.9 miles</u>	(56%)
Total	254.2 miles	(100%)

mileage

Equalization will be accomplished as indicated in the following chart:

Total Number Of Crews Needed	Denver	McCook
1 crew	0	1
2 crews	1	1
3 crews	1	2
4 crews	2	2
5 crews	2	3
6 crews	3	3
7 crews	3	4
8 crews	4	4
9 crews	4	5
10 crews	4	6
11 crews	5	6
12 crews	5	7
13 crews	6	7
14 crews	6	8
15 crews	7	8
16 crews	7	9
17 crews	7	10

(More than 17 crews, the same formula to be applied)

- (b) The total number of train crews in the pool will be adjusted so that the pool will average between 3600 and 4100 line miles a month. *pool average*

Whenever the train crews from one home terminal accumulate in excess of 1016.8 line miles above their percentage allotment, an adjustment will be made by Carrier and local committees, by reducing the number of train crews assigned from the home terminal having the over-mileage, or

by increasing the number of train crews assigned from the home terminal having the under-mileage, or both.

- (c) For the purpose of equalizing the miles in this intraseniority district service, 254.2 line miles will be counted for each one-way trip. *Line mile*

On Tuesday of each week, Carrier will furnish local chairmen statements showing line miles run by crews from each home terminal during the last 15 day period, and the adjustment will be made at noon on the following day, unless otherwise agreed locally.

Section 3.

- (a) Except as otherwise provided in this agreement, long pool crews will be called on a first-in, first-out basis from the active list at each terminal, provided the first-out crew has had full rest under the Hours of Service Act. If possible and when no other trains would be delayed thereby, the first-out crew's call may be held up for as long as thirty minutes so that they may obtain full rest and depart in its proper standing. If the first-out crew is not rested, the next following crew which is fully rested will be used. If there are no rested crews available on the active list, then the first-out rested crew on the inactive list will be called. Should there be no crew on either the active or inactive lists which is fully rested, then a make-up crew may be called at that home terminal to operate for one round trip under the provisions of this Agreement. *First-in
First-out
hold train
upto 30 m.
make up cr.
in none
available*

- (b) Subject to the exceptions contained in this agreement, trainmen on a long pool crew who are not called to report for duty or deadheading in the order of their proper standing will be allowed 100 miles at the applicable rate of pay (or if greater, the difference in earnings for the proper trip(s), until their arrival at the next terminal where *100 miles
Round*

restoration can be accomplished), for each time another crew in the same service is improperly called to report before (i.e., in advance of) them and they shall continue to retain their position until properly called. Crews entitled to such payment will be entitled to "restoration of turn" under the provisions of Paragraph (e) of this section. It is understood that the Carrier may, without penalty, remove a crew from the train for which called and place them on another train or deadhead them.

(c) Trainmen on long pool crews will not be entitled to runaround payments based on departure from the initial terminal of the trip in other than order of call, runaround payment account not rested, and for other exceptions specified in this Agreement.

*run around
in order
of call*

(d) When the trainmen on a long pool crew qualify for any payment under Schedule Rule 64 (a), (b), and (c) captioned "Called and Not Used," "Called, Performs Service and Not Wanted," and "Called Cancelled," respectively, the crew will continue to stand first out, instead of last out. When the crew has performed some service or has been called and released under that rule and is returned to the first-out position, it will not be called for service again until rested (except they may be called to deadhead to their home terminal before rested) and, in such event, they will be allowed not less than 100 miles for the call and release and it is recognized that other crew(s) may be called around them without penalty while resting.

*Called not
used
100 mile*

NOTES: (1) The provisions of this paragraph do not apply to individual Extra Conductors or Brakemen when the call and release occurs at their Extra Board terminal; but, instead, such Extra Trainmen will be handled (and paid) in accordance with applicable schedule agreement rules.

(2) It is understood that when a crew has been called and released in a manner that did not interrupt their "rest" under the Hours of Service Act, then the crew retains their position and are already rested (i.e., they do not require an additional 8 hours' rest before being subject to another call).

(e) A long pool crew whose rotation is affected by the provisions of Sections 3 and 4 shall be restored to proper turn (i.e., original rotation) at the next terminal if possible (if this is an away-from-home terminal and the crew is not rested in time to be restored, they will be restored to turn upon arrival at the home terminal), if they do not tie up at the final terminal in the same order-of-standing that they had when last called at the home terminal. Each long pool arriving at either terminal will be marked up at the bottom of the list except when they are entitled to "restoration of turn" or when they have bypassed some other long pool who are entitled to restoration of turn under the provisions of this Section.

*Restoration
of
turn*

(f) When a long pool crew is deadheaded out of one terminal via a mode other than a freight train, any question about being bypassed by a working long pool, or vice versa, shall be determined on the basis of their proper order at the initial terminal.

*Based on
Call from
initial to*

Section 4.

(a) Long pool crews may be called to "deadhead out of turn" from their away-from-home terminal, at any time after their arrival, regardless of their standing in relation to at home crews and the normal pool rotation, except they must be called first-in/first-out in relation to other long pool crews with the same home terminal. Not more than two away-from-home crews may be called consecutively, under this provision,

*deadhead
out of
turn*

before calling an at-home crew. (See Examples #2 and #3 under Section 1.)

- (b) When two long pool crews are to be called for the same train (one to work and one to deadhead), if one of the crews is not rested and the other one is rested, the rested crew will work the train and the unrested crew will deadhead. (Note exception in E-3 following Section 1(h). Otherwise, applicable UTU-CB&Q schedules rules will apply.

who DH
who work

Section 5.

Section 6 (d) of the June 28, 1972, Interdivisional Service Agreement is amended to read as follows:

"(d) Except in case of emergency (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains), crews assigned to work in this intraseniority district service will not be used for short service between the two established terminals. Short turnaround service, short trips from either of the two terminals, to intermediate points, and work train or wrecker service will be provided by the unassigned pool or the extra list which would have usually provided the service, when available, subject to the Carrier's continued right to use yard crews pursuant to the provisions of National Agreements. Crews assigned to work in this intraseniority district service who are used in other than an emergency as stated above to provide other service will be paid as per examples shown below:

Emergency

"EXAMPLE 1: Crew used in short service in other than emergency. Goes to foot of active or inactive list upon return. Paid 125 miles for short service. Is entitled to difference between 125 miles paid and 254.2 intraseniority service miles, or 129.2 miles.

"EXAMPLE 2: Crew is called at their home terminal, performs intraseniority district service and departs terminal. The trip is terminated en route and they are returned to home terminal. Crew will be paid for a full round trip under paragraph 6(a) of Labor Agreement BN 6/28/72, and be placed at foot of inactive list.

"EXAMPLE 3: Crew is called at their away-from-home terminal, performs intraseniority district service and departs terminal. The trip is terminated en route and they are returned to their away-from-home terminal. Crew will be paid for one-way trip, 254.2 miles, or actual miles, whichever is greater, under paragraph 6(a) of Labor Agreement BN 6/28/72, and placed first out on the active list (available when rested).

"When it becomes necessary to use a crew assigned to this intraseniority district service for short service under the conditions described in Example 1 above, the last-out fully rested crew on the inactive list will be used except where other arrangements are agreed to locally.

*Short
turns*

All necessary relief work as a result of the Hours of Service Law will be manned by either short pool or extra crews called from the final terminal of the train (McCook or Denver, provided the crews do not operate through Akron,) or by long pool crews from the initial terminal of the train (McCook or Denver), subject to the Carrier's continued right, under the provisions of National Agreements, to use yard crews to perform such work within the 15-mile road-yard service zones.

"Nothing contained in this agreement is intended to prohibit these long pool crews from being used on trains that traverse only part of the specified long pool territory, provided they are then transported forward to the opposite terminal. Likewise, nothing in this agreement is intended to prohibit these long pool turns and other crews from exchanging or combining trains enroute."

Section 6.

- (a) Trainmen in this long pool service who are deadheaded by train will be paid at the deadhead rate for the actual train miles traversed, except that all deadhead mileage over 100 miles will be paid at the deadhead rate established for the first 100 miles. If deadheading by a mode other than a train, they will be paid the shortest rail mileage between the two points (however, when deadheading via other than a common carrier vehicle, that goes by other than the usual highway route in order to deliver men or material to an out-of-the-way station, they will be allowed 254.2 miles for the deadheading).
- (b) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles less.

D. H.

over miles

Section 7.

- (a) Normally, trainmen working or deadheading via freight train in this long pool crew service will not be permitted to stop their train for the purpose of taking a meal but, instead, will be allowed \$3.85. However, if a trainman requests to be permitted to leave his train in order to eat en route and if he is granted permission to do so, he will not be entitled to the \$3.85 allowance. If the meal allowance of \$3.85, now provided for in the National Agreement pertaining to expenses away from home is subsequently increased, the amount provided for in this paragraph will be increased to the same extent.
- (b) Trainmen who are performing this intraseniarity district service will be allowed a payment for meals of \$3.85 if they are held at the away-from-home terminal four hours and will be allowed an additional \$3.85 after being held at the away-from home terminal an additional

through meal

add: 1

eight hours. If held twenty-eight hours, or more, they will be allowed an additional \$3.85.

Section 8.

If a crew which is working (or deadheading) in this long pool service is tied up under the Hours of Service Act before completing the trip, they will be paid on a minute basis at the rate of 3/16 of a basic daily rate per hour (12-1/2 MPH for deadheading) applicable to their trip from the expiration of the legally permissible "on duty" hours until they arrive a (1) either Denver or McCook, or (2) a location where lodging and meals are available, whichever occurs first. The provisions of BN Labor Agreement July 16, 1980 and of Article II (Expenses Away From Home) of the June 25, 1964 National Agreement, as amended, apply to (2) above. - see it

Section 9.

Trainmen who are required to deadhead over the expanded district under the provisions of this agreement will be provided with reasonable comfort while so deadheading. Whenever a trainman is required to deadhead on a freight train, comfortable seating for both the working crew of the train and the trainman being deadheaded will be provided. If a caboose of the type now in service is used, no more than one crew will be deadheaded on the working caboose.

Section 10.

Nothing in this Agreement or Article XIII of the January 27, 1972 National Agreement shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions

or arrangements: provided, however, that if a protected employee otherwise is eligible for protection under both the January 27, 1972 National Agreement and some other job security or other protective conditions or arrangements, he shall elect between protection under the January 27, 1972 and protection under such other arrangement. So long as he continues to be protected under the arrangement which he so elects, he shall not be entitled to any protection or benefit (regardless of whether or not such benefit is duplicative) under the arrangement which he does not so elect: provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of his protective period under that arrangement. There shall be no duplication or pyramiding of benefits to any employees, and the benefits under the January 27, 1972 National Agreement, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits. An employee who is eligible for protection under more than one agreement must make his election within 60 days after he is furnished the amount he is guaranteed under the January 27, 1972 National Agreement.

Section 11.

If any agreement is reached in negotiations between the United Transportation Union and the National Railway Labor Conference which amends Article VII of the January 27, 1972 Agreement and such amendments improve the conditions for the employees provided for in this agreement, those provisions will supersede the provisions of this agreement.

This agreement shall be effective on date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Denver, Colorado, this 26th day of March, 1985.

UNITED TRANSPORTATION UNION

BURLINGTON NORTHERN RAILROAD

(C) AND (T)

G. D. King
General Chairman

J. H. Payne
Director of Employee

Relations

Bill Long
Associate Chairman

APPROVED:

K. Levin

Vice President-UTU