

MEMORANDUM OF AGREEMENT
between
BURLINGTON NORTHERN INC.
and
UNITED TRANSPORTATION UNION

Pursuant to Article XII, Section 1 of National Mediation Agreement A-8830 dated January 27, 1972 and BN Labor Agreement 6/28/72, it is agreed that interseniority district service may be established effective February 1, 1976 between Sterling and Denver, Colorado through Brush, Colorado to handle all unit coal trains between those points. The provisions of BN Labor Agreement 6/28/72, copy attached, will apply to this service. In addition:

1. This interseniority district service will be manned by the pool crews headquartered at Sterling and Denver, Colorado. A pool crew headquartered out of Sterling on arrival at Denver will stand first out for service on the first unit coal train destined Sterling, after they are fully rested. A pool crew headquartered out of Denver on arrival at Sterling will stand first out for service on the first unit coal train destined Denver, after they are fully rested.
2. If more than one crew headquartered at the same terminal are at an away-from-home terminal under the agreement, they will be operated on a first-in first-out basis among themselves, without regard to crews from the other home terminal.
3. If a pool or extra crew is called to deadhead between Sterling and Denver on a unit coal train, and one crew is headquartered at the point to which deadhead is being made and the other is headquartered at the point from which the deadhead is being made, the crew headquartered at the point from which the train is operated will run the train and no runaround will accrue.
4. Mileage is as follows:

Denver-Brush	87.4
Brush-Sterling	34.9
Total	<u>122.3</u>

5. Equalization of mileage between Nebraska and Wyoming seniority districts will be accomplished on a mile-for-mile basis in a manner to be agreed upon locally. Failure to agree locally, adjustment will be made at three month intervals.
5. Present interseniority district assignments on Trains 121-122 between Sterling and Denver will not be disturbed.
7. Designated lodging facilities are presently Cosmopolitan Hotel, Denver and Sterling Motor Lodge, Sterling.

Signed at St. Paul, Minnesota this 26th day of January, 1976.

For the
UNITED TRANSPORTATION UNION:

EC McCarty
General Chairman - UTU

A. J. Spillane
Assoc. General Chairman - UTU

For the
CARRIER:

T. C. De Butts 6

AGREEMENT BETWEEN THE
BURLINGTON NORTHERN RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

Local 1136 - Sterling, Colorado

and

Local 202 - Denver, Colorado

With the effective date of this Agreement, the Denver-Sterling Interdivisional Pool will operate with an "active" and "inactive" list at both terminals, Denver and Sterling, Colorado.

SECTION 1. At each terminal a Crew Board having an "active" and "inactive" list will operate in the manner described below:

- (a) Pool train crews referred to in Sections below include Build Up Train Crews.
- (b) 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 2 and 3 hereof).
- (c) The inactive list will be a list of crews who are at their home terminal but who have not been advanced to the active list.
- (d) Each crew arriving at their home terminal will be placed at the bottom of the inactive list except when they are entitled to "restoration of turn" or when they have "bypassed" some other crew who is entitled to "restoration of turn", under Section 2(b) hereof. When a crew arrives at their terminal "out of turn" they must register that fact (advising the caller) upon arrival and they will then be marked up on the active or inactive list in the proper place. See Example #2 following Paragraph (h).
- (e) Except when they arrive "out of turn", each crew arriving at their away-from-home terminal will be placed at the bottom of the active list event though this will result in exceeding the "quota" established under the provisions of Paragraph (f) below.
- (f) The number of crew positions (i.e., "quote") that will "normally" be on the active lists at Denver and Sterling 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, with approval of the involved UTU Local Chairmen. This quota may be different at each terminal.
- (g) The number of crew positions (i.e., "quota") on the inactive list will be the difference between the number of crew positions with that home terminal and the number on the active list.

- (h) When a crew ties up at their home terminal (except when they arrive "out of turn") and adding them 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 the crew arrives at their home terminal "out of turn", they will be marked up in accordance with Paragraph (d) as soon as the proper order of mark up can be determined.

EXAMPLES FOR THE APPLICATION OF THIS SECTION 1:

E-1. At Denver, there are ten crews assigned. The quota for the active list is six at that time and the inactive list quota is therefore four. A Denver 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 positions on the inactive list (which would exceed the quota).

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

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

Sterling Pool #7 is then called to "deadhead out of turn" on the train on which Denver Pool #4 is the working crew. Sterling Pool #7 is not to be marked up on the inactive list at Sterling until Denver Pool #5 arrives and marks up on the active list at Sterling.

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

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

Sterling Pool #3 is then called to "deadhead out of turn" on the train on which Sterling 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 Sterling Pool #2 is not rested, the provisions of Section 3(b) would reverse the working or deadheading order.

SECTION 2.

- (a) Crews will be called first-in, first-out from the active list at each terminal provided that 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 their proper standing. If the first-out crew does not have full rest, the next following crew who is fully rested will be used. If there are no crews available with full rest on the active list, then the first-out crew from the inactive list with full rest will be called. Should there be no crews on either the active or inactive lists who are fully rested, then an Extra crew may be called at the home terminal to operate for one trip. The use of crews as described in this paragraph will not be construed as runarounds. Build-up crew turns out of either of the home terminals will be deadheaded to their home terminal upon arrival at the away-from-home terminal or the first-out away-from-home crew may be deadheaded back to its home terminal.

EXCEPTION: It is agreed that crews can be deadheaded specifically from their home terminal to the away-from-home terminal to handle trains, on arrival, back to their home terminal as long as there is no crew rested or there is no crew at the away-from-home terminal with sufficient time to make the trip.

- (b) A pool crew whose rotation is affected by the provisions of SECTIONS 2 and 3 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 original order-of-standing that they had when last called at the home terminal.

Each crew 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 crew who is entitled to restoration of turn under the provisions of this Section.

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

SECTION 3.

- (a) 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 pool crews with the same home terminal. Not more than one away-from-home crew may be called to deadhead under this provision, before calling an at-home crew at Denver. Not more than two away-from-home crews may be called consecutively to deadhead at Sterling.
- (b) When two 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. Otherwise, applicable UTU-CB&Q schedule rules will apply.

SECTION 4.

- (a) This interdivisional pool will operate on a mileage basis of 3,660 - 4,020 line miles, and be averaged at 3,840 line miles if adjustments are made for regulations purposes.
- (b) The mileage on this interdivisional service is as follows:

Denver-Brush	87.4	(71.5%)
Sterling-Brush	34.9	(28.5%)
TOTAL	122.3	(100.0%)

Equalization will be accomplished as indicated in the following chart:

<u>Number Crews Needed</u>	<u>Denver</u>	<u>Sterling</u>
1	1	0
2	1	1
3	2	1
4	3	1
5	3	2
6	4	2
7	5	2
8	6	2
9	6	3
10	7	3
11	8	3
12	8	4
13	9	4
14	10	4
15	11	4
16	11	5
17	12	5
18	13	5
19	13	6
20	14	6

- (c) For the purpose of equalizing the miles in this interdivisional pool, 122 line miles will be counted for each one-way trip. On Tuesday of every other week, Carrier will furnish Local Chairmen statements showing line miles run by crews from each home terminal during the last fourteen (14) day period, and adjustment will be made at noon on the same day, unless otherwise agreed locally.
- (d) The Carrier and Local Committees will utilize the active/inactive lists, by adjusting same, to equalize mileage between the two (2) home terminals every checking period if miles are over 500.

SECTION 5.

Normally, trainmen working or deadheading via freight train in this pool crew service will not be permitted to stop their train for the purpose of taking a meal but, instead, will be allowed \$4.15. 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 \$4.15 allowance. If the meal

allowance of \$4.15, 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.

This agreement will be effective immediately, and will continue in effect subject to cancellation on fifteen (15) days notice by either signatory party upon the other. If this Agreement is cancelled by any party, we will revert to the Agreement in effect prior to this Agreement.

Signed this 31st day of January 1989

[Signature]
Local Chairman - UPU 202-C

T. H. Lynch
T. H. Lynch, Colorado Division
Superintendent

[Signature]
Local Chairman - UTU 1136

[Signature]
Local Chairman - UTU 202/T