

9/13/80 program

BN _____

MEMORANDUM OF AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
And The
UNITED TRANSPORTATION UNION
(Former CB&Q)

IT IS AGREED:

1. Road-switcher assignments may be established to provide road switching under the following conditions. It is recognized that the home terminal of such assignments must be at a location where suitable lodging and eating facilities are available, in accordance with BN Labor Agreements OPS 27-80, effective August 1, 1980, and OPS 32-80, effective October 1, 1980, or suitable transportation thereto will be arranged.

2. To establish assignments for conductors, brakemen and firemen in this service, the Carrier will issue bulletin or notice which will contain the following information: (1) nature of service and territorial limits of assignment, which shall not exceed a 50-mile radius measured from the center of the yard or terminal (2) train number or designation (3) home terminal of assignment (4) days of the week service is to be performed (5) on-duty time and (6) the date assignment will be established. Assignments must be made on a turnaround basis with on-duty and off-duty points being the same. Assignments will be established for either five, six or seven days per week. On five-day assignments, the rest days will be consecutive.

3. Conductors, brakemen and firemen assigned to road-switcher service as provided in this agreement may be run back and forth over the territory within the limits of the assignment, and into, out of, and through assigned terminals without pay in addition to that specified in this agreement. Rules covering initial or final terminal switching and terminal delay will not apply in road-switcher service.

4. Conductors, brakemen and firemen working on a road switcher assignment do not obtain the exclusive right to perform road switcher service within their assigned territory by reason of this agreement. Nothing herein shall be interpreted as establishing "road-switcher" as a different class of service within the meaning of the applicable more than one class of service rule.

5. Conductors, brakemen and firemen working road-switcher assignments established under provisions of this agreement shall be paid the five-day yard rate of pay (firemen's rate of pay will be based on weight-on-drivers of the locomotive consist used). However, none of the other rules and/or working conditions of the agreements in effect between the Carrier and its yard service employees are applicable to trainmen and firemen engaged in road-switcher service.

6. Eight hours or less shall constitute a day's work. Time shall be computed continuously from the time required to report for duty until released from duty, with overtime after eight hours computed on a minute basis at a rate per hour of three-sixteenths of the daily rate.

7. The national holiday agreement provisions shall apply to road-switcher service without regard to mileage operated.

8. An assigned road-switcher crew who is required to work less than the bulletined number of days of the assignment will be guaranteed a yard day's pay for each day not worked to a maximum of six days per week. If, traffic is temporarily interrupted because of snow blockade, washouts, wrecks or similar track obstructions, and it is impossible to perform regular service, the guarantee does not apply.

9. Road switcher assignments in existence on the effective date of this agreement will not be abolished and re-established under the provisions of this agreement, however, the territorial limits of an existing road switcher assignment may be extended to a maximum radius of fifty (50) miles and operated under the terms and conditions of the existing road switcher agreement.

10. Except as specifically provided herein, nothing contained in this agreement shall be construed as modifying, amending or superseding any of the provisions of schedule agreements between the UTU and the former CB&Q Railroad and this Carrier.

This agreement will become effective as of the date signed.


Signed at Fort Worth, Texas, this _____ day of _____
1988.

For: UNITED TRANSPORTATION UNION


For: BURLINGTON
NORTHERN
RAILROAD COMPANY




G. D. Hitz, General Chairman (CB&Q)




R. E. Cassity, Asst. Vice
President - Labor Relations



K. W. Mason, Associate Chairman (CB&Q)



R. A. Bakken, Director - Labor
Relations



R. L. Swisher, Associate Chairman (CB&Q)

APPROVED:

G. R. Maloney, Vice President - UTU