

MEMORANDUM OF AGREEMENT  
Between  
BURLINGTON NORTHERN RAILROAD COMPANY  
(Former CB&Q)  
And  
UNITED TRANSPORTATION UNION (C,T&Y)

IT IS AGREED:

I. CREW CONSIST:

(a) In accordance with the provisions of Article 12 of the Crew Consist Agreement effective December 5, 1980, the appropriate UTU Local Chairmen, with the approval of the General Chairman, hereby agree that the Carrier can operate trains of up to 121 cars but not to exceed 6,840 feet in length, (both limitations exclusive of engine(s) but including caboose(s)) with a reduced crew of one conductor and one brakeman on the territories that comprise the Wyoming, Nebraska, Missouri and Illinois-Wisconsin Seniority Districts, but subject to the other provisions of the Crew Consist Agreement of December 5, 1980.

NOTE: The third paragraph of Articles 10 and 11 and the portion of Article 13(c) beginning with "except", of that Crew Consist Agreement, are no longer effective.

(b) For the 60-day period that immediately follows the effective date of this agreement, those trainmen and yardmen who (as of that effective date) are working on the Wyoming or Nebraska Seniority Districts, with a seniority date thereon subsequent to December 5, 1980 will elect (in writing) within 60 days one of the following options:

Option #1: to remain as a limited-rights-protected employee on the district on which he or she is working (on that date) and thereby relinquish (resign) all their seniority rights in any craft or on any other seniority district with this company

OR

Option #2: to remain as a non-protected employee on the district on which he or she is working (on that date) and retain their other seniority rights (including right to recall) under the applicable agreement in any other craft or on their "home seniority district".

When this 60-day option period expires, those employees that elect Option #1 will be designated as "limited-rights-protected employees" on that seniority roster. Such employees shall have rights to only "must fill" vacancies and assignments in yard service and on trains of 71 cars

or less in road freight service. However, they shall have rights to blankable and must-fill vacancies and assignments on trains of more than 71 cars.

Employees electing Option #2 are to be considered and treated as borrowed, non-protected employees and shall have rights to only those positions, vacancies and work to which non-protected employees are entitled under the provisions of the Crew-Consist Agreement. Eligible employees who do not make a timely election will be considered to have elected Option #2.

\*Note: Employees who were employed as borrowed employees, on the Wyoming or Nebraska Seniority Districts at any time during this calendar year, whose leave of absence was prematurely terminated (i.e., there were still junior furloughed employees on their home sub-districts) will be restored to their "borrowed" status by agreement between the signatory officers and granted the options provided in the above paragraph (b). Rules 73, 74, 76 and 80 are modified to that extent.

(c) The limited-rights-protected status granted by Option #1, above, entitles them to trip-credits for trips/shifts worked on and after January 1, 1985, and to participation in future Productivity Fund distribution for that seniority district to the same extent as employees who held seniority on that district as of December 5, 1980.

Employees who elect Option #2 may, when they stand to be recalled to their home seniority district under existing schedule rules, apply for leave of absence on that home district and will be granted such a leave (if permitted by the agreement applicable to their home district or craft) if there is (and continuing as long as there continues to be) either, a furloughed junior employee or a junior employee working as a borrowed employee on one of these (Wyoming or Nebraska) seniority districts, who can be recalled to replace them on their home district. Such a leave, when granted, is subject to termination if conditions change so as to necessitate that employee's recall to his home district (i.e., a "new hire" would be required). These requests shall have preference over the provisions of Article II, hereof.

## II. TEMPORARY TRANSFER:

(a) When the Carrier needs additional trainmen or yardmen on the Wyoming, Nebraska, Missouri or Illinois-Wisconsin seniority districts, before hiring new employees or transferring employees out of other crafts, it will offer temporary transfer to trainmen and yardmen on those sub-districts of the other of those seniority districts that have surplus (furloughed) trainmen/yardmen. This provision shall be subordinate to any contrary legal obligation the Carrier may have.

(b) Notices will be posted only on those sub-districts (of the seniority districts) that have furloughed employees. The notices will be posted for a period of 10 days and will indicate the number of employees that are needed and the work location.

(c) Senior employees making application prior to the expiration

of the notice (up to the number indicated on the notice) will be allowed to temporarily transfer (subject only to a transportation rules and/or physical examination, when required); provided, however, that if an active-duty employee requests a transfer, he may be permitted to do so only if there is a furloughed employee or a junior employee who is working elsewhere as a borrowed employee, one of whom can be recalled to replace him. The temporary transfers will be allowed on the basis of the employees' UTU oldest trainman or yardman seniority date on their home district seniority roster.

(d) Employees awarded a temporary transfer to another (i.e., his "new") seniority district will not be a crew-consist-protected employee on the new district. However, their continuous operating craft service with this company shall be considered as continuous service for vacation, health and welfare and similar fringe benefits. If they were promoted to conductor on their home seniority district, that qualification will be recognized, but they shall still be subject to a territorial familiarization requirement.

(e) Employees accepting temporary transfers under the terms of this agreement will acquire seniority on the new seniority district and will retain their seniority on their home seniority district in accordance with the following:

- (1) When a crew-consist-protected employee is awarded a temporary transfer to a new seniority district he may (when recalled) apply for a leave of absence. After doing so, he will not be subject to recall to his home seniority district as long as there is a furloughed crew-consist-protected employee or a junior crew-consist protected employee who is working elsewhere as a borrowed employee, one of whom can be recalled to protect the extra board or a "must-fill" assignment for which the transferee otherwise would be recalled. If the temporarily transferred employee is not a crew-consist-protected employee on his home district, and if he has requested a leave of absence, he will not be recalled to his home district unless not doing so would necessitate the hiring of a new employee. Either type of transferred employee may cancel their leave of absence and return to their home seniority district simply by exercising their seniority (i.e., when they have displacement rights they may displace the junior employee in the subdistrict) or by being the successful bidder on a bulletined vacancy (in either event that employee shall thereupon relinquish the seniority that he established on the new seniority district).
- (2) When the working list is increased on a transferred employee's home district at a time when there is no furloughed employee and no junior employee working elsewhere as a borrowed employee, who could be recalled to take his place on his home district, he will within fifteen (15) days elect to either, (1) return to his home seniority district

(thereby forfeiting the seniority acquired on his new seniority district) or, (2) stay on the new seniority district (thereby forfeiting all of his home district seniority).

### III. PENALTY FOR IMPROPER USE OF A REDUCED CREW:

Should the Carrier operate a road or yard crew with a reduced crew when the Crew Consist Agreement actually requires that it be operated with a standard crew, the Carrier will pay each of the two working members of the crew one-half of the amount that the third member of the crew would have made if he had been called. In such a case the conductor (foreman) and brakeman (helper) on a working crew will be entitled to the Special Allowance provided for in Article 16 of the Crew Consist Agreement and the Carrier will still be required to make the payment to the Productivity Fund provided in Paragraph 17 of the Crew Consist Agreement. This payment is to be made for only those working shift(s) or trip(s) on which the crew should have been a standard crew.

If the additional crew member that should have been used is regularly assigned to that crew, he or she will be allowed actual loss of earnings: if the additional crew member that should have been used is a protected extra employee or a protected "sign-up" supplemental list employee, who was available, that employee will be allowed a basic day's pay and shall continue to stand first-out on the board. No payment shall be made to non-protected extra or supplemental list employees unless there is a violation of the 121-car (or 6,840 feet) limitation.

### IV. PERSONAL LEAVE DAYS

#### (a) Accumulation

Effective with the calendar year 1985 employees who qualify for personal leave days may elect to carry over and accumulate all or a portion of such unused days for use in case of extended illness or personal problems, subject to the following provisions:

- (1) Before the end of a calendar year an employee may advise the proper Carrier officer, in writing, that he desires to carry over and accumulate any such unused personal leave day(s) from that calendar year. This refers only to those unused personal leave days that are in excess of (the combination of) those taken (or paid for) and of the holidays on which he was in service covered by the holiday pay rules. Receipt of the employee's notification will be acknowledged, in writing, and will thereafter remain as credited to the employee until he/she claims them, under the provisions of Subparagraph (3), below, or they are forfeited under the provisions of Subparagraph (5), below.
- (2) A maximum of 30 such days may be carried over and accumulated.

- (3) Such accumulated personal leave days may only be used for those "time lost" days occurring when it is known that an employee is to be absent for at least 20 consecutive days (or as soon as it is known, thereafter, that the absence will be of that duration) because of illness of or surgery on the employee, his/her spouse or children. The employee may also be allowed to take these accumulated leave days by agreement between the Local Chairman and the local company officer, for other personal (problem) reasons. When such personal leave payments commence (and such payments shall be made retroactively so as to commence on the first day the absence began), the employee's vacancy may be blanked if it is on a blankable position (but subject to Paragraph (b)(1) of this Article).
- (4) When the employee desires to use such accumulated personal leave days, he will give written notification to the proper Carrier officer, in advance (at least 48 hours' notice, if practical) so that arrangements can be made to pay the personal leave days and to handle the resultant vacancy as a "personal leave day vacancy" under Article 20 of the Crew Consist Agreement.
- (5) In the event an employee's employment relationship is terminated for any reason other than death or retirement under the provisions of the Railroad Retirement Act, any accrued personal leave days will be forfeited. If the employee retires under the provisions of the Railroad Retirement (or dies prior to termination of seniority) the accumulated personal leave days shall be paid to the employee (or his estate) at the basic rate of the last service performed.

(b) Granting

- (1) Personal leave vacancies (or the resulting vacancies) need not be filled (subject to the 121-car and 6,840-foot limitations) except that when the vacancy is on a crew that is called for a road freight train consisting of 72 (or more than 4,016 ft.) to 121 cars (or up to 6,840 ft.), inclusive, the Carrier will fill that vacancy with a crew-consist-protected employee if there is one on the extra board who is rested and available for that service, and the vacancy occurs at that extra board point.
- (2) Local officers will make every effort to grant personal leave days when they are requested, but it is understood that they may decline such requests if there is not sufficient extra employees who will be rested and available to protect the known "must-fill" vacancies that will be filled, plus 1 for each 10 employees (or major fraction thereof) on that extra board.

EXAMPLES:

- (i) If there is one known vacancy "showing", to be protected by a 10-person extra board (and of whom there are 5 extra employees who are, or will be, rested and available for that vacancy), the Carrier Officer must (will) permit up to 3 employees to take personal leave and/or lay off "for personal business" (assuming, of course, that those 5 rested employees will be able to protect all of the "must fill" vacancies).
- (ii) If there are three known vacancies "showing", to be protected by a 17-person extra board (and of whom there are 9 extra employees who are, or will be, rested and available for those vacancies), the Carrier Officer must (will) permit up to four employees to take personal leave and/or lay off "for personal business" (same assumption). That is, on a 17-person extra board, the Carrier Officer may hold up to 2 extra employees for unexpected lay offs (for sickness and other personal emergencies) but he/she is not required to and if it appears to him/her that this "safety net" is unnecessary, he/she may let employees lay off to the full extent of the extra employees' availability.

V. REVERSE LODGING:

An individual trainman who resides at other than the home terminal of his assignment may reverse his lodging point and may elect either: (1) to use the designated company-paid lodging facility at the home terminal of his assignment in lieu of company-paid lodging at the away-from-home terminal; or, (2) in lieu of using the Carrier-provided lodging, may claim and receive a \$7.50 cash allowance provided, however, that both of these allowances are limited so as not to exceed, in any semi-monthly pay period, the number of daily lodging charges that the company incurred for the other members of his crew who used the away-from-home terminal lodging. The employee must give advance, written notice of his intention to utilize this option. An employee who elects either of these options will be called only by phone. Also, for those employees electing to reverse their lodging and take the cash allowance or the company-paid lodging at that point, the Carrier shall be obligated to furnish whatever transportation is furnished other employees at that point between the company-paid lodging and the on/off duty point (but it shall not be obligated to furnish transportation to and from the eating facility to employees electing the cash allowance).

VI. CONDUCTORS' EXTRA BOARDS:

- (a) Conductors:

A conductors' extra board will be established in accordance with the provisions of current schedule rules when agreed upon between the conductors' local chairman and the local Carrier officer and approved by the General Chairman and the Carrier's designated Labor Relations Officer.

(b) Emergency Brakemen or Yardmen:

It is recognized that one of the effects of Article I(a) hereof, is that when there is no crew-consist-protected extra employee available for a blankable vacancy, the Carrier may operate that train with a reduced crew (subject to the 121-car and 6840 feet limitations). In order to give crew-consist-protected furloughed employees the opportunity to be used on such trains, the proper Carrier officer will, if requested by the proper Trainmen's Local Chairman, execute the "Standard Local Agreement" that is Attachment #1, hereto.

VII. CREW CONSIST MORATORIUM:

The moratorium set forth in Article 22 of the Crew Consist Agreement of December 5, 1980 shall hereafter apply to the 121-car designation contained in Article I of this agreement.

VIII. SEPARATIONS

The Carrier will adhere to the provisions of Article 18 of the Crew Consist Agreement when it desires to reduce the number of merger-guaranteed or crew-consist-protected employees. This is not intended to preclude the Carrier from negotiating severances in connection with personal injury settlements or to negotiate with an individual in special situations (e.g., negotiating with individuals who have been adversely affected by the implementation of interdivisional service, coordinations or abandonments).

IX. APPLICATION

This agreement shall be applicable to that portion of this company that comprised the former CB&Q Railroad and supersedes agreements, understandings and practices in conflict herewith, to the extent of the conflict.

This agreement signed at Omaha, Neb., this 24<sup>th</sup>, day of October, 1984, and effective November 1, 1984.

For the  
UNITED TRANSPORTATION  
UNION (C,T&Y)

By H. D. Hill  
General Chairman

By Bob Long  
Associate Chairman

Approved J. M. Hicks  
Vice President

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For the  
BURLINGTON NORTHERN RAILROAD  
COMPANY (former CB&Q)

By J. J. Pomeroy  
Asst. Vice President -  
Labor Relations

By C. J. Bryan  
Senior Vice President -  
Regional Operations

ATTACHMENT #1

STANDARD  
LOCAL MEMORANDUM OF AGREEMENT  
(Applicable at \_\_\_\_\_)

IT IS AGREED:

1. A rotating (first-in/first-out) emergency brakeman's (or yardman's) extra board will be created, composed of furloughed (cut-off) crew-consist-protected employees who request, in writing, to be placed on that board. The employee may, after he has been on this board at least 10 days, remove his name from that board by so requesting, in writing. The employee will automatically be removed from this board if and when he returns to active service.

2. When a blankable brakeman's (or yardman) temporary vacancy exists for which no crew-consist-protected extra employee is available, the first-out employee on the emergency extra board will be called for the vacancy. The Carrier will attempt to call only that one first-out emergency board employee and if he does not accept the call or cannot be contacted, the Carrier may operate the train (subject to the 121-car and 6840 feet limitations) with a reduced crew.

3. When the Carrier calls or attempts to call that first-out emergency board employee, if he refuses the call or cannot be contacted, he will be marked to the bottom of the emergency board. In that event, that employee will not be subject to disciplinary action for missing the call, but it is recognized that the earnings he lost will be used as an offset against any guarantee that he may have and it also may cause him to lose unemployment benefits to which he otherwise might be entitled.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_ and effective \_\_\_\_\_, 198\_\_.

FOR BRAKEMEN (OR YARDMEN) REPRESENTED BY THE UNITED TRANSPORTATION UNION

FOR BURLINGTON NORTHERN RAILROAD COMPANY  
(Former CB&Q)

By \_\_\_\_\_  
Local Chairman

By \_\_\_\_\_  
Superintendent

Approved: \_\_\_\_\_  
General Chairman

Approved: \_\_\_\_\_  
Reg. Dir.- Employee Relations



ELECTION OF OPTIONS

(Under Agreement Ops. 54-A-84 dated October 24, 1984)

I have a seniority date as Trainman/Yardman on the Wyoming or Nebraska Seniority District as of \_\_\_\_\_ (must be later than December 5, 1980) and \_\_\_\_\_ (insert date) (circle one) under the provisions of Section I (b) of the above mentioned agreement, copy of which I have received, I understand I am entitled to elect one of the following options, provided I do so on or before December 31, 1984.

I select the following option (Make an "X" on the line in front of the selected option):

\_\_\_\_ Option #1: to remain as a limited-rights-protected employee on the district on which he or she is working (on that date) and thereby relinquish (resign) all their seniority rights in any craft or on any other seniority district with this company.

\_\_\_\_ Option #2: to remain as a non-protected employee on the district on which he or she is working (on that date) and retain their other seniority rights (including right to recall) under the applicable agreement in any other craft or on their "home seniority district".

(Signed) \_\_\_\_\_

Witness:

(Print Name) \_\_\_\_\_

(Signed) \_\_\_\_\_

(Employee Number) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Date) \_\_\_\_\_

(Date) \_\_\_\_\_

Received: \_\_\_\_\_

\_\_\_\_\_

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And  
UNITED TRANSPORTATION UNION (C,T&Y)

Part of the Letter of Agreement BN 12/19/79C (side letter to Implementing Agreement No. 7) provides in part:

"A conductor working in pool service may not voluntarily exercise seniority to work as conductor in pool service. Neither may a pool brakeman voluntarily relinquish his turn to work as pool brakeman. We have adhered to the principle that all pool turns are considered as one and an employe may not exercise seniority from one pool turn to another pool turn in the same pool."

Now therefore, IT IS AGREED:

(1) That agreement is hereby changed to permit conductors and brakemen to bid from one turn to another in the same pool and from one pool to another pool. This will include allowing conductors and brakemen assigned to a turn in a pool to bid on (and be assigned to) the bulletined vacancy on a newly created turn in that pool, or, to bid on (and be assigned to) a bulletined vacancy on another existing turn in the same pool in which he is then assigned or to another pool.

(2) If the assignment of conductors and brakemen to vacant pool turns presents problems or results in disputes, arrangements will be agreed to locally to limit the movement of brakemen to vacant pool turns.

Signed at Omaha, Neb. this 24<sup>th</sup> day of October, 1984, and effective November 1, 1984.

FOR: UNITED TRANSPORTATION  
UNION (C,T&Y)

By [Signature]  
General Chairman

By [Signature]  
Associate Chairman

FOR: BURLINGTON NORTHERN  
RAILROAD COMPANY  
(Former CB&Q)

By [Signature]  
Asst. Vice President -  
Labor Relations

By [Signature]  
Senior Vice President -  
Regional Operations

BN 10/24/84 ops.54D-84

MEMORANDUM OF AGREEMENT  
Between  
BURLINGTON NORTHERN RAILROAD COMPANY  
(Former CB&Q)  
And  
UNITED TRANSPORTATION UNION (C,T&Y)

IT IS AGREED that the Notice dated August 5, 1982 served under Section 6 of the Railway Labor Act, as amended, by General Chairman G. D. Hitz, which reads in part: "... to change existing Agreements in effect on Burlington Northern, Inc., covering the craft and classes of employees (conductors, trainmen and yardmen). This is Notice of Intent to change or provide for a new rule or agreement to provide as follows:

"A Rule to provide that the current Schedule for Conductors' Rules and Rates of Pay effective May 1, 1928 and revised October 1, 1955 and Rules and Rates of Pay for Trainmen of May 1, 1928 and revised December 1, 1952 and Rules and Rates of Pay for Yardmen and Switchtenders of March 1, 1927 and revised December 1, 1952 in effect on the Chicago, Burlington and Quincy portion of the Burlington Northern be updated, reprinted and redistributed to include all Rules and Agreements currently in effect and applicable to the crafts under this Committee's jurisdiction."

will be disposed of by assigning a system Labor Relations officer to work jointly with a representative from UTU General Committee to update, reprint and redistribute a consolidated agreement booklet for conductors, trainmen and yardmen employed on that part of this railroad that formerly composed the CB&Q Railroad. Rules pertaining only to yardmen will be in a separate designated section.

The parties pledge their best efforts to complete this project within one year.

Signed at Omaha, Neb. this 24<sup>th</sup> day of October, 1984, and effective November 1, 1984.

FOR: UNITED TRANSPORTATION  
UNION (C,T&Y)

By G. D. Hitz  
General Chairman

By Bill Long  
Associate Chairman

FOR: BURLINGTON NORTHERN  
RAILROAD COMPANY  
(Former CB&Q)

By J. J. Rausier  
Asst. Vice President -  
Labor Relations

By C. J. Bryan  
Senior Vice President -  
Regional Operations

MEMORANDUM OF AGREEMENT  
Between  
BURLINGTON NORTHERN RAILROAD COMPANY  
(Former CB&Q)  
And  
UNITED TRANSPORTATION UNION (C,T&Y)

IT IS AGREED:

1. The Special Allowance contained in Article 16 of the December 5, 1980 Crew Consist Agreement (now \$7.11) is revised to provide that, for road crew trainmen, it shall be:

- (a) Trains of 1 to and including 71 cars (up to 4,015 ft.).....\$ 7.11
- (b) Trains of 72 to and including 100 cars (up to 5,650 ft.)....\$10.00
- (c) Trains of 101 to and including 121 cars (up to 6,840 ft.)...\$15.00

The foregoing changes the allowance only to the extent of placing it on an incremental basis. It is specifically understood that this changed allowance shall be subject to future wage increases and COLA occurring on or after July 1, 1984 and, shall otherwise be paid in the same manner and under the same conditions as the Crew Consist Agreement now provides.

2. The provisions of Article 12 of the December 5, 1980 Crew Consist Agreement are revised to the extent of removing the 121-car limit (but not the 6840 feet limitation) for solid taconite trains (and the returning empty movement) operating on the routes between Twin Cities (Minnesota) and Granite City, Illinois and between Twin Cities and Denver, Colorado.

3. (a) The existing schedule rule (Rule 78) dealing with "promotion to Conductor" is revised to the extent that trainmen/yardmen establishing seniority after the effective date with this agreement shall be governed by the following.

"Trainmen/yardmen employed after the date of this agreement must accept promotion to Conductor when offered, after having completed two (2) years of actual service from their original seniority date. The offer of promotion will be made prior to completing three (3) years actual service from original seniority date. Trainmen/yardmen refusing to accept promotion will be considered out of service and will forfeit all seniority.

Trainmen/yardmen who fail such examination will be given an opportunity to take a second examination within ninety days of having failed the first examination. During the second examination, the employe may be represented by the Local Chairman or a fellow employe, provided the fellow employe is a qualified Conductor.

Failing to pass the second examination, the employe will be given a third examination within ninety days from notification of failing to pass the second examination. The third examination will be given by a Company officer other than the officer who examined the employe in the first two examinations and the employe may be represented by the General Chairman or his designee.

Passing the examination on either the second or third opportunity, the employe will retain his seniority rank as Conductor in the same position as if he had passed the examination when first given. Failure to pass the third promotional examination will result in his removal from service, forfeiting all seniority."

(b) After all present employes on any seniority district have been given their existing promotional rights and opportunity, a notice will be issued informing all those present employes of that fact: Any of them that are brakeman-fixtures (because of failing or refusing promotion) will be given one last opportunity to pass the promotion requirement, if they make written request within 60 days after the issuance of that notice. If they make such a request and then pass the promotional requirements, they shall be accorded a conductor's seniority date at the bottom of the list of present employes.

4. The Agreement is in full and complete settlement of the Organization's "Section 6" formal notice served July 21, 1981 requesting additional pay for road and yard crew employes working on crews without a fireman and the Carrier's Counterproposal dated July 28, 1981.

Signed at Omaha, Neb. this 24<sup>th</sup> day of October, 1984 and effective November 1, 1984.

FOR CONDUCTORS, BRAKEMEN AND  
YARDMEN REPRESENTED BY THE  
UNITED TRANSPORTATION UNION

By J. D. Higgins  
General Chairman

By Bill Long  
Associate Chairman

Approved: Jim Hicks  
Vice President

FOR BURLINGTON NORTHERN  
RAILROAD COMPANY  
(Former CB&Q)

By J. J. Brannigan  
Asst. Vice President  
Labor Relations

By C. M. Bryan  
Senior Vice President-  
Regional Operations

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(9)

MEMORANDUM OF UNDERSTANDING

As a consequence of the October 24, 1984 Agreements, several disputes have arisen as to the meaning and application of those Agreements and the affect that they have on the December 5, 1980 Crew Consist Agreement. Now, therefore, IT IS UNDERSTOOD that the following constitute the agreed interpretation and intent:

1. The individual brakeman (Yard Helper) positions are not designated as "must fill" or "blankable". The Agreements intend that if there is one brakeman (helper) on a crew, that is the "first brakeman (helper)" and the other position then, is the "second brakeman (helper)" and therefore "blankable". For example, as the two brakemen on a standard crew lay off separately, from time to time, whoever is absent is the blankable position.
2. The Agreements do not permit Option #2 or new-hire employes to work vacancies or be assigned as a brakeman (helper), on a standard crew. This is true even though, in some circumstances, the Option #2 employe may be senior to an Option #1 employe who is assigned to that standard crew. The only exception is when the Carrier decides to work a crew in excess of the size required by the Crew Consist Agreements.
3. The Agreements specify that Option #1 employes do not have seniority rights to work: (1) standard yard crews; (2) on standard road crews (regular assigned service and pooled) on freight trains of less than 72 cars; or (3) on road crews called for unassigned work train or wrecker service.

In order to permit Option #1 employes to hold as many regular pool assignments as possible, "trip checks" will be made concurrently with mileage adjustment periods for pool service, to determine the percentage of trips made by turns in the pool (separately for each pool) in service to which Option #1 are not entitled to work on standard crews. Simultaneously with the mileage adjustment period for the pool, that percentage of turns in that pool will be reserved as reduced crews (subject to be filled to standard crew level only when both brakemen on all turns in that pool are fully-protected employes). Extra make-up crews called to supplement the regular pool turns will be standard crews if there is sufficient fully-protected employes available on the extra board, but if not, Option #1 and #2 employes will be called for the crew only to the extent of the work to which they are entitled. This system will be followed only as long as there are Option #1 employes who are being denied the right to fill the pool turns to standard crew levels.

4. Insofar as Article 9 of the December 5, 1980 Crew Consist Agreement is concerned, the 60-minute period, referred to therein, starts when the proper carrier officer or supervisor is notified that a trainman or yardman on the standard crew had to leave the crew early. The crew may be put "on spot" until the decision is made to either release the crew or call a replacement (if there is an eligible employe available on the extra board). If the decision is that a replacement is to be (and is) called, the crew can then be instructed to resume work and to work for whatever remains of the 60-minute period. If the replacement has not yet arrived when the 60-minute period expires, the crew is then to be put back "on spot" until he/she does arrive (unless the crew is released from further duty).

Example: An employe on a standard yard crew (assigned 7:30 A.M. to 3:30 P.M.) lays off account sickness at 1:30 P.M. and the yard supervisor is notified at that time: the crew is instructed to go "on spot" until a decision is made: that decision is made and the calling of a replacement is commenced at 1:45 P.M.: the crew can then be instructed to resume work, to continue to work until 2:30 P.M. and then go back "on spot" until the replacement arrives (at which time they can resume work).

5. That part of the first sentence of Article IV (b)(1) of Agreement Ops. 54A-84 commencing with the word "except" applies only to fully-protected employes (i.e., those protected under the December 5, 1980 Crew Consist Agreement). The only time an Option #1 or #2 (or new-hire) will be used to fill a personal leave day brakeman or helper vacancy on a standard crew is when the crew is to handle a train in excess of 121 cars or 6,840 ft.
6. There is some misunderstanding about the right of an Option #2 employe to resign his/her seniority rights on the Wyoming or Nebraska Seniority Districts. Of course, such an employe may quit or resign those Wyoming or Nebraska District seniority at any time either by formally resigning those rights or by simply abandoning his/her assignment and such a quit or resignation does not in its self adversely affect the seniority rights that an Option #2 employe he/she may hold elsewhere.

7. The Note to Article I(b) makes an exception for Rules 73, 74, 76 and 80. That exception is intended to also apply to CB&Q employees from other seniority districts who remain as Option #2 employees and to CB&Q employees who utilize the provisions of Article II in the future.

Signed at Denver, Colorado December 18 1984.

FOR:  
UNITED TRANSPORTATION UNION  
(C,T&Y)

By G. D. Hig  
General Chairman

By BW Long  
Associate Chairman

FOR:  
BURLINGTON NORTHERN RAILROAD COMPAN  
(Former CB&Q)

By J. J. Rasmussen  
Asst. Vice President-Labor Relations

By H. H. Payne  
Regional Director - Employee Relations

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BURLINGTON NORTHERN

3000 Continental Plaza  
777 Main Street  
Fort Worth, Texas 76102

October 26, 1984

File: CT-12

J. M. Hicks  
Vice President  
United Transportation Union  
Route #1, Box 332A  
Nortonville, Kentucky 42442

Dear Jim:

Attached hereto in accordance with your request, is four copies of the agreements that we signed in Omaha October 24, 1984. At George Hitz request, we "cleaned up" Agreement OPS-54E-84 as to make the three changes that we had initialed on that agreement.

Also attached is a copy of the election form that we intend to furnish to those Trainmen and Yardmen who are entitled to the election contained in Section I(b) of Agreement OPS-54A-84. Incidentally, I gave you a copy of this form in Omaha but there was a typographical error in that it incorrectly referred to option as being in Section I(a). You will note that this contemplates that each individual will be furnished a copy of this form together with a copy of Agreement OPS-54-A-84.

Sincerely,

J. J. Ratcliff  
Assistant Vice President  
Labor Relations

cc: Mr. G. D. Hitz  
UTU General Chairman



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MEMORANDUM OF UNDERSTANDING #2

IT IS UNDERSTOOD and agreed that the following reflects the correct interpretation for application of the October 24, 1984 and December 5, 1980 Crew Consist Agreements.

1. Article 6 of the December 5, 1980 Agreement intends that if both brakemen on a standard crew are laying off at calling time, and the extra board is composed of fully-protected, limited-protected and non-protected employees, the Carrier will fill both vacancies if there are two fully-protected and/or limited-protected employees available for the calls (bypassing the non-protected employees). The same principle applies if the extra board is composed only of (1) limited-protected and non-protected employees or, (2) fully-protected and non-protected employees, and only the fully-protected or limited-protected employees will be called and used to fill the crew to standard crew level.

Example A: If, in that situation, the first-out extra employee is non-protected, the second-out employee is fully-protected, the third-out employee is a limited-protected employee and the fourth-out extra employee is fully-protected. All are rested.

(i) If the call is for a less than 72-car train, the second and fourth employees will be called and used. The non-protected employee does not have rights to work on standard crews on less than 122-car trains and the limited-protected employee does not have rights to work on standard crews on less than 72-car trains.

(ii) If the call is for a 72- to 121-car train, the second and third out extra employees would be called and used. The non-protected first-out extra employee does not have rights to work on a standard crew on this train.

(iii) If the call is for a 122-car train the first and second-out employees would be called and used.

Example B: If, in that same vacancy situation, the extra board is composed of a first-out non-protected employee, a second-out fully-protected employee and the rest of the extra board is not rested/available.

(i) If the call is for a less than 122-car train, the second-out fully-protected extra employee will be called/used and the other brakeman position will be blanked for the trip.

(ii) If the call is for a more than 121-car train, both the first and second-out extra employees will be called/used.

Example C: If, in that same vacancy situation, the extra board is composed of a first-out non-protected employee, a second-out limited-protected employee, third-out fully-protected employee and a fourth-out fully-protected employee. No other extra employee is rested/available.

(i) If the call is for a train of less than 72 cars, the third- and fourth-out employees will be called/used.

(ii) If the call is for a 72 through 121-car train, the second- and third-out extra employees will be called/used.

(iii) If the call is for a more than 121-car train, the first- and second-out extra employees will be called/used.

In all of the foregoing examples, the reference to the car-limitation is also intended to imply applicability of the footage limitations.

Example D: If that same vacancy situation involves a yard crew, instead of a road crew, and there were non-protected and limited-protected employees first- and second-out on the extra board, ahead of a fully-protected employee (no other extra employees rested/available) the fully-protected employee would be called/used and the other helper vacancy would be blanked for the day. If, on the other hand, there were another fully-protected employee rested/available on that extra board, two fully-protected extra employees would be called for the two vacancies.

2. Articles 8 and 9 of the December 5, 1980 Agreement provide that a standard crew may be worked as a reduced crew in the described circumstances. If the absent crew member, who fails to report for duty (Article 8) or who discontinues work before the end of the shift (Article 9) is the foreman, the senior qualified helper on the crew will assume the foreman position (and be paid for the entire shift at foreman rate). If the crew performs any further work, the position to be filled (if it is) is the helper position.
3. Articles 10 and 11 of the December 5, 1980 Agreement provide that a standard road crew may be worked as a reduced crew in the described circumstances. If the absent crew member, who fails to report (Article 10) or lays off (or fails to report) anytime after the crew departs the home terminal (Article 11)

is the conductor, the senior demoted conductor on the crew will assume the conductor's position (and be paid for the entire day/trip at the conductor rate of pay).

4. (a) The elimination of the words commencing with "except" in Article 13(c) of the December 5, 1980 Agreement does not eliminate the 121-car and 6840 feet limitations. That is, reduced hours-of-service-relief crews are still subject to those maximum limitations.
- (b) If there is a brakeman laying off on a standard pool crew that is to be called to perform hours-of-service relief service (on territories on which pool turns protect such service), a fully-protected (or limited-protected, if the train is more than 71 cars) employe will be called from the extra board (if available) to fill the relief crew vacancy. If none on the extra board, the vacancy is blanked for the trip if the train does not exceed 121 cars (if it does, the crew must be a standard crew) ✓
5. In all cases herein when there is an indication that a reduced crew may be used it is understood that Article 14 of the December 5, 1980 Agreement provides that such use is contingent on each of the two trainmen or yardmen on the crew having a portable radio and that their radios must be operable at the time they commence switching (or transfer service) in yard service or at the time they commence switching or depart their initial terminal in road service. It does not require that they have operable portable radios when they are deadheading or being "transported", or that the radio must be operable during the entire day or trip.
6. (a) Performing work during the 60-minute period mentioned in Articles 8 and 9 of the December 5, 1980 Agreement (and as interpreted in Section 4 of the December 18, 1984 Memorandum of Understanding) does not entitle the working yardmen to the Special Allowance or require payment to the Trust Fund. They must work as a reduced crew beyond that 60-minute period (where permitted) in order to qualify and require.
- (b) The 60-minute period mentioned in Article 8 of that 1980 Agreement commences when the yard supervisor is advised that one member of the crew has not reported for duty and he/she has had the opportunity to determine that someone had been called (or that the regular employe should have shown up) and to have someone phone the absent employe to attempt to determine why he/she has not reported. Although the crew will be put "on spot" while this investigative procedure is followed, the 60-minute period does not start until it is completed.

7. Before the end of (anytime during) a calendar year an employe may advise the proper Carrier officer, in writing, that he desires to carry-over and accumulate any such unused personal leave day(s) from that calendar year. The employe must be in road freight service not covered by the National Paid Holiday Rules at the time he/she files an accumulation request. He or she may not take those personal leave days (for that year) in that calendar year after filing an accumulation request. This refers only to those unused personal leave days that are in excess of (the combination of) those taken (or paid for) and of the holidays on which he was in service covered by the holiday pay rules, subject to the "10 days holiday - leave days" limitation. Receipt of the employe's notification will be acknowledged, in writing, and when the accumulation is determined at year end, the employe will be notified of the number of days that will thereafter remain as credited to the employe until he/she claims them or they are forfeited.
8. (a) Insofar as the Emergency Brakeman or Yardmen Extra Boards, provided for in Article VI(b) of Agreement OPS. 54A-84, those boards can be a combined road-yard board if the involved trainmen and yardmen local chairmen so agree with proper carrier officer(s).
- (b) Although that agreement provision was not written to so permit, it is agreed that we intended (and now provide) that limited-protected employes may also sign up on such a board (but they are to be offered a call, when first-out on it, only in service to which they are entitled).
- (c) A furloughed fully-protected or limited-protected employe may sign up on only one such board and that one must be the one on his/her seniority district that is at (if none, then nearest to) his residence.

Signed at Fort Worth, Texas, this 4<sup>th</sup> day of February, 1985.

FOR:  
UNITED TRANSPORTATION UNION  
(C,T&Y)

By *G. D. King*  
General Chairman

By *B. S. Long*  
Associate Chairman

FOR:  
BURLINGTON NORTHERN RAILROAD  
COMPANY  
(Former CB&Q)

By *D. J. Rainey*  
Assistant Vice President  
Labor Relations