

BN 6/18/85 OPS. 22-85

MEMORANDUM OF AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
(Former SL-SF Ry.)
And The
UNITED TRANSPORTATION UNION

IT IS AGREED:

1. Special Allowance

The Special Allowance contained in Article 18 of the August 1, 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. Personal Leave Days

(a) Accumulation

Article 21 of the August 1, 1980 Crew Consist Agreement is modified to provide that 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 after the calendar year ends, 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 (the confidentiality of this information shall be protected). 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) below).
- (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 21 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 at the extra board point and 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: if, in these circumstances there is no protected extra employee available to protect the vacancy but there is one or more furloughed protected employees who have

signed up to protect emergency work, the Carrier will attempt to call only the first-out protected employee on that emergency list (but if he/she cannot be contacted or refuses the call, the vacancy will be blanked). (This provision supersedes the conflicting provision of the Crew Consist Agreement and, also, the second paragraph of the agreement signed June 4, 1982, and effective June 15, 1982, applicable to the River Seniority District.)

- (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.

3. 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 18 of the Crew Consist Agreement and the Carrier will still be required to make the payment to the Productivity Fund provided in Paragraph 19 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/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 furloughed protected emergency 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 emergency list employees unless there is a violation of the 121-car (or 6,840 feet) limitation.

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 employees working on crews without a fireman and the Carrier's Counterproposal dated July 28, 1981.

Signed at Springfield, Missouri, this 18th day of June, 1985, and effective June 24, 1985.

FOR: BURLINGTON NORTHERN RAILROAD COMPANY
(Former SL-SF Ry.)

By: L.R. Buck
Regional Director Employee Relations

By: D. J. [Signature]
Assistant Vice President-Labor Relations

FOR: Conductors, Brakemen and
Yardmen represented by the
UNITED TRANSPORTATION UNION

By: [Signature]
General Chairman

AGREED QUESTIONS AND ANSWERS IN CONNECTION
WITH THE INDICATED SECTION OF THE AGREEMENT
(which modifies the Crew Consist Agreement) SIGNED THIS DATE

Section 1

Q. #1 If, under the "Road-Yard Service Zones," provisions of Article XI of the August 25, 1978, National Agreement, a reduced crew in yard service is used to relieve a road crew (tied up under the law) handling a train of more than 71 cars, will the yard crew receive the increased special allowance?

A. #1 Yes.

Q. #2 If any road crew handles more than 71 cars, are they entitled to the increased allowance?

A. #2 Yes, if such movement is from one station to another station in recognized road territory. This is to be applied in much the same manner as the car increment differential.

Section 2

Q. #1 If a conductor on a standard crew takes a personal leave day and his vacancy is filled by a promoted conductor working as a brakeman, will that resulting vacancy be filled?

A. #1 If the vacancy is at the extra board point and the train consists of more than 71 cars, and there is a protected employee available on the brakeman's extra list (or the first-out furloughed, protected employee on the emergency "sign-up" list accepts the call), the answer is Yes. If there is no such available protected extra (or emergency) employee, or the vacancy occurs at other than the extra board terminal, or the train is less than 72 cars, the answer is No.

Q. #2 Does the foregoing Q & A #1 affect Q & A #4 to Article 7 of the Crew Consist Agreement?

A. #2 Only as far as these personal leave vacancies are concerned.

Q. #3 Under the Personal Leave Accumulation if, for example, a trainman has already accumulated 30 days but then is dismissed, will he lose the 30 days?

A. #3 Yes, but the 30 days will be restored in the event he is reinstated with seniority rights unimpaired.

AGREED QUESTIONS AND ANSWERS
IN CONNECTION WITH THE CREW CONSIST
MODIFICATION AGREEMENT OF JUNE 18, 1985

IT IS AGREED:

The following Questions and Answers are added to those agreed upon June 18, 1985 in regard to Section 2 of the Crew Consist modifications agreement of that date.

Question 8 If the crew in Question #7 was called to deadhead from the home terminal to the district away-from-home terminal to work a certain train from there to the home terminal should the available protected extra man be called to fill the personal leave vacancy?

Answer 8 If, at the time the crew is called to deadhead (not the time the crew is instructed to report for deadhead) it is known locally that the crew will protect a certain train out of that away-from-home terminal and that train will have 72 or more cars (or longer than 4016 feet), the protected extra man will be called to deadhead with the crew. If it is not known (at the time the crew is called to deadhead) what train they will work back or the size of it, the personal leave vacancy will not be filled.

Question 9 Does the provision for filling personal leave vacancies apply when the crew is being called to deadhead to perform Hours of Service relief work?

Answer 9 No. Article 15 of the April 1, 1980 Crew Consist Agreement permits Hours of Service relief work to be performed by reduced crews, on trains up through 121 cars and 6840 feet in length.

Signed at Fort Worth, Texas, and effective this 30th day of January, 1986.

FOR:
Conductors and Brakemen
Represented by the
UNITED TRANSPORTATION UNION

BY: [Signature]
General Chairman

FOR:
BURLINGTON NORTHERN RAILROAD COMPANY
(former SL-SF Ry.)

BY: [Signature]
Asst. Vice President
Labor Relations

BY: [Signature]
Director Employee Relations
Springfield Region