

## **Article II (Reserve Board)**

### **Section 1(a).**

1. Q. How long will the reserve board last?
  - A. The reserve board will be maintained any time a conductor, brakeman, yard foreman or switchman who has a seniority date in train/yard service on or before July 29, 1991 and could have held a position in train or yard service under the crew consist rules in effect immediately prior to the 10/25/91 Crew Consist Agreement, cannot hold such a position in active service.

### **Section 1(b).**

1. Q. How will the Carrier determine "who would have been able to hold a position in active service under the crew consist rules in effect immediately prior to the 10/25/91 Crew Consist Agreement"?
  - A. At any time when it is necessary to determine who would have been able to hold a position in active service under the crew consist rules in effect immediately prior to the 10/25/91 Crew Consist Agreement, the Carrier will apply the rules in effect prior to the 10/25/91 Crew Consist Agreement to the actual service in place at the time the determination is to be made.
2. Q. How will the appropriate number of extra board positions be calculated?
  - A. Utilizing a ratio of the extra positions to regular positions, as reflected by the actual ratios existing under the Crew Consist Agreements in effect prior to October 25, 1991.
3. Q. Is it possible to have people on furlough as well as in reserve status if there is a reduction in business?
  - A. Yes. An employee who would have been unable to hold a regular or extra position in train or yard service anywhere on the seniority district under provisions of the crew consist agreements in effect immediately prior to the 10/25/91 Crew Consist Agreement may be furloughed. The Carrier has the burden of proving the employee could not have held a position under provisions of the crew consist agreements in effect immediately prior to the 10/25/91 Crew Consist Agreement.

**Section 2(b).**

1. Q. Will the Carrier include yardmaster and engineer earnings received during the twelve (12) month period before July 1, 1991 when computing reserve board pay under Section 2 (b) (ii) for employees with yardmaster or engineer seniority?
  - A. Yes.
2. Q. An employee was in the Engineer Training Program during the months of August through November of 1991, but is not working as a brakeman. Will the months of August, September, October and November, 1991, be counted in calculating reserve board pay under Article II, Section 2(b) (ii)?
  - A. No. Those months, August through November, 1991, will be excluded and the period will be extended back an additional four (4) months to attain twelve (12) full calendar months.

**Section 2(c).**

1. Q. An employee was out of service for two (2) years and then returned to service four (4) months prior to July 1, 1991. What period will be used to calculate his reserve board pay under Article II, Section 2(b) (ii)?
  - A. The four (4) full months immediately prior to July 1, 1991 plus the eight (8) full months immediately prior to the absence will be used to attain twelve (12) full calendar months.

**Section 2(d).**

1. Q. Can employee earnings (equivalent daily rate) be adjusted upward when time claims, claimed during the qualifying period but not paid until a later date, are subsequently paid?
  - A. Yes. Amount(s) will be added to qualifying period amount and readjusted to reflect additional earnings.
2. Q. Are the equivalent daily rates for reserve board employees subject to entry rates?
  - A. No.

**Section 3.**

1. Q. How is it determined whether an employee is entitled to 75% of the basic 5-day yard helper rate or 75% of his earnings during the twelve (12) full calendar month period immediately preceding July 1, 1991?
  - A. Any time an employee exercises seniority in order to voluntarily access reserve board status, that employee will receive pay based upon 75% of the basic 5-day yard helper rate. Employees who are in reserve board status due to being unable to hold a position in active service on the subdivided seniority district will receive reserve board pay based upon either 75% of the basic 5-day yard helper rate of pay or 75% of his earnings during the twelve (12) full calendar month period immediately preceding July 1, 1991, whichever is the greatest.

**Section 5(a).**

1. Q. When will an employee with engineer or yardmaster seniority who is in reserve status be required to report for duty if recalled to active service as an engineer or yardmaster?
  - A. Employees recalled to active service for permanent vacancies in either engine service or as a yardmaster will be recalled pursuant to the terms of the agreement between the Carrier and the Organization representing the craft to which the employee is recalled.
2. Q. Will an employee with engineer or yardmaster seniority who is in reserve status be subject to the conditions set forth under Article II, Section 5, (b) when required to report for engineer or yardmaster service before the expiration of 15 days?
  - A. No. The employee is ineligible for reserve status when required to be working a regular position in the other craft under provision of Section 7 of Attachment 1 A to this Agreement.
3. Q. Will the Carrier post information regarding the current status of reserve boards for the employees?
  - A. Yes, that information will be available along with other crew board records. If an employee is leaving town, etc. the employee may also request information regarding his standing on the reserve board by telephone.

**Section 5(b).**

1. Q. Can the Carrier require an employee to return to active service (from reserve board status) in less than fifteen (15) days from the date of notice?
  - A. No. Employees in reserve board status must hold themselves available for return to active service upon fifteen (15) days notice. The Carrier cannot compel an employee to report for active service prior to the

fifteen (15) day period; however, if the Carrier requests that an employee report sooner, the employee would be governed by the provisions of Article II, Section 5(b). The Carrier cannot arbitrarily stop an employee's reserve board pay prior to the end of the fifteen (15) day notification period when the employee does not report for active service.

For example:

An employee is notified on the 1st of the month and is requested to report for active service on the 5th of the month. The employee could not be compelled to report prior to the 15th of the month; however, if he did report on the 5th of the month, his reserve board pay would continue to be paid in addition to his service earnings for seven (7) days after he reported for duty, or until the 11th of the month.

An employee is notified on the 1st of the month and is requested to report for active service on the 10th of the month. The employee could not be compelled to report before the 15th of the month; however, if he did report on the 10th of the month, his reserve board pay would continue to be paid in addition to his service earnings until the fifteen (15) day notification period expired on the 15th of the month.

2. Q. Will employees in reserve status receive payments for physical and rules examinations, etc. in addition to reserve board payments?
  - A. No. Reserve board employees will however receive penalty time claims in addition to their reserve board pay.
3. Q. May a reserve board employee file written request for recall at another location on the seniority district?
  - A. Yes. For purposes of recall the employee will thereafter be treated as if he is on the reserve board at both locations.

#### Section 7.

1. Q. Other employment while in reserve status is permissible so long as there is no conflict of interest. What does "conflict of interest" mean?
  - A. The employee may not accept employment which may monetarily disadvantage Burlington Northern Railroad. In case of uncertainty, the employee should contact system labor relations prior to accepting other employment.
2. Q. Will the Carrier provide employees in reserve and volunteer surplus status the opportunity to apply for the Locomotive Engineer Training Program during the time they are in reserve or volunteer surplus status?

- A. Yes. Employees in reserve and volunteer surplus status on each seniority district will be notified via certified mail (return receipt requested).

#### Section 8(a).

1. Q. Since both yard and road employees will be assigned to a common reserve board, will each day spent on the reserve board count as 1.6 vacation qualifying days?
 

A. Yes.
2. Q. How will an employee who is in reserve status be compensated for vacation?
 

A. The employee will either be compensated at 1/52 of the previous years earnings (including reserve board pay) or five (5) days reserve board pay, whichever is greater, for each week of vacation.
3. Q. Do reserve status employees qualifying for vacation based on reserve board time collect vacation pay beginning January 1st?
 

A. Yes, if the employee is in reserve status. If the employee is not in reserve status on January 1, he will receive a vacation or pay in lieu thereof during the year. In the event the employee returns to the reserve board before receiving vacation in active service, he will be compensated for vacation immediately after returning to reserve status.

#### Section 8(b).

4. Q. How are employees in reserve board status handled in regard to the assignment and taking of vacations?
 

A. Employees who qualify for vacation only by including reserve board status pay will not be assigned a vacation, but will be paid one week of vacation for each week they remain in reserve status (subject to fifteen (15) day recall provisions) until they have been paid for their vacation eligibility.

#### Section 11.

1. Q. If a reserve status employee with yardmaster seniority is used as an extra yardmaster, will yardmaster earnings be deducted from reserve board pay?
 

A. No. The employee will receive the yardmaster earnings in addition to his reserve board pay.

**Section 12.**

1. Q. Is a reserve status employee entitled to receive merger guarantee payments or displacement allowances derived from other protective conditions or arrangements?
  - A. Yes, subject to the conditions, responsibilities and obligations accompanying such benefits.
  
2. Q. Will an employee's C-1 BN/Amtrak protection or other protective guarantee pay be included as a part of the previous twelve (12) months earnings when determining the employee's reserve board pay?
  - A. No. The employee can claim C-1 or other protective guarantee pay while in reserve status.