

MEMORANDUM OF AGREEMENT  
between  
BURLINGTON NORTHERN INC.  
(the Carrier)  
and  
Its Employees Represented by  
UNITED TRANSPORTATION UNION C & T

Under the provisions of Article XII of the National Mediation Agreement dated January 27, 1972 between the United Transportation Union and various carriers, including Burlington Northern Inc., it is hereby agreed that at such locations as "Interdivisional Service" is established the following provisions will govern for conductors and trainmen assigned to such service:

"NOTE: As used in this Agreement, the term 'interdivisional service' includes interdivisional, interseniority district, intradivisional and/or intraseniority district service."

1. Separate agreements will be made to provide for the following at each location where "Interdivisional Service" is established:

- (a) Terminals will be defined.
- (b) Method of operation whether by assigned or pool crews.
- (c) Mileage to be paid for.
- (d) Procedures to be followed to equalize miles when operated in two existing seniority districts or procedure to protect the prior rights of employees when the operation includes two previous seniority districts.
- (e) Suitable lodging to be designated at each location per Section 5.

2. Conductors and trainmen working or deadheading in "Interdivisional Service" will be compensated for all miles run and paid for at the rate of pay applicable for the first hundred miles.

3. It is understood that the extended through freight runs referred to herein are bona fide through freights, and it is not intended that these runs be required to perform station or industry switching. If, however, such service is required of a crew, said crew will be allowed the additional time consumed with a minimum of one (1) hour at the pro rata rate for each occurrence in addition to all other compensation for the day or trip.

4. Crews operating or deadheading on freight trains in this service will be expected to run through without eating and each member will be compensated \$1.50 in addition to his trip. If a crew is stopped to pick up, set out, perform station switching or delayed for any cause, they will be permitted to eat, and when they do so they will not receive the \$1.50 in addition to pay for the trip.

5. Suitable lodging (single occupancy rooms with connecting bath and temperature control where available) will be provided by the Carrier for conductors and trainmen tied up or released at other than their home terminal. Local officers and local chairmen will agree on suitable lodging and transportation. At locations where it is agreed that the Carrier will provide transportation from the off-duty point to lodging, if transportation is not available within thirty (30) minutes following the time the crew is released from duty, the crew will be compensated at pro rata rate on a minute basis for all time in excess of the thirty (30) minutes at the rate paid them for last service performed until transportation is provided. If rooms are not available when crew arrives at lodging facility, the crew will be paid on the minute basis at pro rata rate paid them for last service performed for all time in excess of thirty (30) minutes until rooms are available. Washroom facilities will be

provided at home and away-from-home terminals. Individual lockers (21" x 18" x 72") will be provided for conductors and brakemen in inter-divisional service at the home and away-from-home terminals. A sufficient quantity of lockers will be provided for extra men. The Carrier will provide sufficient parking space at the home terminal in the vicinity of the designated on-duty point.

6. (a) When a crew has been called to perform service on an inter-divisional run, it will be run or deadheaded to the opposite terminal except in emergency conditions. If not run through a crew will be paid as if it had completed round trip and will be restored to the relative position which it held with respect to other crews having the same home terminal at the time when called.

(b) Conductors and trainmen operating in interdivisional service who are run around by another crew operating in interdivisional service shall be allowed 100 miles at the applicable rate for each time they are run around at the terminal and shall retain their position on the board. It is understood that the Carrier may remove a crew from the train for which called and place them on another train in order to prevent "runarounds" at the terminal.

(c) A crew runaround enroute will be restored to its original position with respect to other crews having the same home terminal upon arrival at their objective terminal if rested for the next tour of duty. In event crew cannot resume their proper turn at the away-from-home terminal, they will be placed in proper position on arrival at the home terminal if rested for next tour of duty. If not rested for the next tour of duty at the home terminal, they will establish a new position in the pool. Crews runaround will be responsible for notifying the crew caller of their proper position.

(d) Crews assigned to work in the "Interdivisional Service" will not be used for short service between the two established terminals, except in an emergency when other crews are not available. Short turn-around service, short trips from either of the two terminals to intermediate points, and work train or wrecker service will be provided by the unassigned pool or the extra list at the home terminal which would have previously provided the service. If interdivisional crews are used in an emergency as specified above, they will be relieved by crews regularly designated to perform the required service as soon as possible in accordance with existing local agreements.

(e) Conductors or trainmen assigned to work in "Interdivisional Service" who are used in other than an emergency (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains) as stated above to provide other service will be paid not less than they would have earned had they remained on their assignment or pool turn.

7. The Carrier recognizes that crews who are deadheaded over the expanded districts provided in this Agreement should be provided with reasonable comfort while so deadheading. Therefore, the Carrier agrees that whenever a crew is required to deadhead on a freight train it will provide a caboose that has comfortable seating for both the working crew of the train and the employees being deadheaded. Not more than one crew will be deadheaded on the working caboose of a train. Crews will be deadheaded on Amtrak trains, if possible, and necessary transportation will be available. If crews are deadheaded on Amtrak trains, they will be allowed line miles in freight service.

8. Conductors and trainmen will only be relieved at their home terminal, except in cases of emergency. Vacant positions of conductors and trainmen relieved at the distant terminal in emergency will be

filled by employees standing for extra service from the source of supply at the distant terminal and such employees will be deadheaded to their home terminal as soon as possible after arrival at the opposite terminal.

9. If crew performing service on an Interdivisional Run which is not already on overtime does not complete their trip within the hours provided under the Hours of Service Act (14 hours prior to December 26, 1972, 12 hours thereafter) they will be paid on a minute basis at the rate of 3/16 the basic daily rate per hour applicable to their trip from the expiration of the permissible "on duty" hours until they have arrived at (1) the terminal to which they were called, (2) their home terminal or (3) a location where lodging and meals are available.

10. The following provisions will apply to conductors and trainmen working in interdivisional service:

Disciplinary hearings or investigations involving conductors and trainmen will be held at their home terminal, except when the majority of the witnesses who are to be called live elsewhere. If the investigation is held at a location other than the home terminal, conductors and trainmen will be paid for travel time and the time consumed by the investigation on a minute basis at the pro rata rate of pay which they received for the last previous service performed unless it is established in the investigation that the conductor or trainman was guilty of a rules violation which results in suspension or discharge. Should a conductor or trainman lose a full roundtrip as a result of attending an investigation which does not establish a rule violation which results in suspension or discharge he will also be compensated the equivalent of the earnings of the conductor or trainman who relieved him. Should conductor or trainman be tied up at the location where the investigation is held the provisions

of Article II (Expenses Away from Home) of the June 25, 1964 Agreement, as amended, will apply. Transportation to and from investigations held at other than home terminal will be provided by the Carrier. Travel to attend investigations will not be subject to payment under any rules applicable to "deadheading."

11. In the application of initial terminal delay rules, the phrase "train leaves the terminal" means when the train actually starts on its road trip from the track where the train is first made up. However, if the train is moved off the assembly track for the convenience of the Carrier and not with the intent of making a continuous outbound move, initial terminal time will continue until continuous outbound move is started. The continuous move is not disrupted when train is stopped to permit the lining of a switch.

12. When "Interdivisional Service" is established, conductors will not be required to qualify themselves over territory with which they are not acquainted on their own time. If there is no member of the train crew who is acquainted with the territory, a pilot conductor will be provided. The Carrier will determine the number of trips a conductor should make to become qualified.

13. Protected conductors and trainmen who are affected by the application of this agreement shall have the option of the protective conditions as set forth in Article XIII of the January 27, 1972 National Agreement or the provisions of Burlington Northern Merger Protective Agreements dated December 14, 1965, and January 10, 1968. When an employee elects the option provided herein, such election may not later be revoked. The protective provisions of Section 6 of the Merger Protective Agreements will also apply to protected employees of the former CB&Q. If due to the operation of "Interdivisional Service" an employee is placed in a position which prevents him from earning the equivalent of his merger guarantee and the earnings of an employee working at a point over

