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## MEMORANDUM OF AGREEMENT

### IT IS AGREED:

The parties signatory hereto are agreeable, in accordance with the provisions of Article XII of the January 27, 1972 National Agreement, to the operation of interdivisional service on 4 territories, subject to the following provisions of this Agreement.

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

1. Interdivisional service may be operated in through freight (subject to the application of the conversion rule) and unassigned service on the territory between St. Louis and Springfield, Missouri (both directions); between Springfield, Missouri, and Tulsa, Oklahoma (both directions); between Tulsa, Oklahoma, and Sherman, Texas (both directions); and/or between Ft. Scott, Kansas, and Tulsa, Oklahoma (both directions).
2. (a) Interdivisional service on these territories shall be protected by "Long Pool Crews" assigned solely to the protection of such interdivisional service but otherwise covered by existing agreements and understandings (including mileage regulation agreements) except as otherwise contained in this Agreement.  
  
(b) Separate "Short Pool Crews" assigned solely to any one of the subdivisions in these 4 territories may also be maintained if there is sufficient mileage (as determined under mileage regulation agreements and understandings), and such "Short Pool Crews" will rotate among themselves.

June 13, 1980

Mr. R. D. Kerley  
Local Chairman L-184  
1014 East Wall  
Ft. Scott, Kansas 66701

Dear Sir and Brother:

This will have reference your telephone conversation with Assistant General Chairman Shalhoop on May 12, 1980, regarding "short pool crews" traversing more than one subdivision, during which you requested a clarification and interpretation of the agreement in connection therewith. The facts as presented to me are as follows:

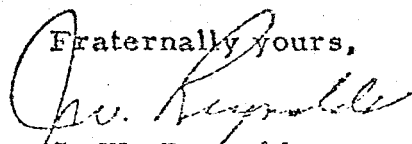
A made-up (bum) crew was called to relieve an ID crew which was supposed to expire under the Hours of Service Law between Afton, Oklahoma and Ft. Scott, Kansas. The made-up crew was being transported (deadheaded) to Afton to relieve the ID crew on its death; however, the ID crew died on the Cherokee Subdivision prior to the arrival at Afton and the entrance to the Afton-Parsons Subdivision. The made-up crew was required to go west of Afton on to the Cherokee Subdivision and relieve the dead crew.

Such handling is a violation of Section 2 (b) of the Interdivisional Service Agreement effective December 1, 1976. A copy of that portion of the Agreement is attached for your ready reference. Section 2 (b) provides in part:

" . . . 'Short Pool Crews' . . . solely . . . to be performed entirely on one subdivision . . . not interdivisional . . . "

Trusting this answers your inquiries, and if I can be of any further assistance please do not hesitate to call on me. Assuring you of my desire to always be helpful, I am

Fraternally yours,

  
J. W. Reynolds  
General Chairman

JWR/cc

cc: T. P. Murphy, LC-184  
J. T. Mullane, S&T-184  
A. L. Larson, ID Rep.  
J. T. Barnes, LC-894

L. C. Carter, LC-894  
G. L. Quinten, Jr., LC-894  
C. E. Stuart, S&T-894  
T. E. Esmond, ID Rep.

separated entirely from the "Long Pool Crews." Where "Short Pool Crews" are not maintained, or where maintained but not available, service that is to be performed entirely on one subdivision (i.e., not interdivisional) shall be protected by crews made up of extra men.

- (c) Newburg, Monett, Francis, and Afton shall not be a terminal for crews called in interdivisional service on these 4 interdivisional territories.
3. (a) Actual miles to be run in interdivisional service between St. Louis and Springfield is 231 miles. Actual mileage of the Rolla Subdivision is 113 miles and of the Lebanon Subdivision is 118. Thus Rolla Subdivision employees will be entitled to 48.9% and Lebanon Subdivision employees will be entitled to 51.1% of the total train miles in interdivisional service between St. Louis and Springfield.
- (b) The actual mileage between Springfield and Tulsa is 187.7 miles. Actual mileage of the Springfield Subdivision is 42.4 miles and of the Cherokee Subdivision is 145.3 miles. Thus Springfield Subdivision employees will be entitled to 22.6% and Cherokee Subdivision employees will be entitled to 77.4% of the total train miles in interdivisional service between Springfield and Tulsa.
- (c) The actual mileage between Tulsa and Sherman is 220 miles. Actual mileage of the Creek Subdivision is 114 miles and of the Sherman Subdivision is 106 miles. Thus Creek Subdivision employees will be entitled to 51.8% and Sherman Subdivision employees will be entitled to 48.2% of the total train miles in interdivisional service between Tulsa and Sherman.

December 22, 1983

Mr. T. P. Murphy  
Local Chairman L-184  
Route 3  
Fort Scott, KS 66701

Mr. D. R. Simmons  
Local Chairman L-894 & ID Representative  
3737 South 99th East Avenue  
Tulsa, OK 74146

Dear Sirs and Brothers:

This will serve to confirm our telephone conversations of Thursday, December 22, 1983, concerning the necessity of bulletining equalization pools in a consistent manner.

We were advised that both of you had discussed the matter in detail and then arrived at an equitable solution.

At 3:00 p.m. this date, I contacted Assistant Superintendent Sedlacek by telephone and asked him to bulletin the equalization assignment as it had originally been placed under bulletin by Brother Simmons, i.e., bulletin to expire at the approximate time the accumulation of 3500 miles occurs. The dispute evolved from persons other than the ID Representative (from both district terminals - Tulsa and Fort Scott) having the job placed under bulletin when it would best serve certain individuals. That portion of the agreement in dispute has been that portion of Section 4 (b) which reads:

" . . . When 3500 miles are thus accumulated, the junior interdivisional pool crew on the shortest district of the territory . . . will be bulletined to employees on the longest district . . . "

The literal language of the agreement provides that the job will be placed under bulletin after, or when, the 3500 miles is accumulated; however, on most other

Mr. T. P. Murphy  
Mr. D. R. Simmons  
December 22, 1983  
Page 2

territories that have equalization pools, by mutual consent of all parties concerned, the job can be bulletined in advance to expire at the approximate time the 3500 miles is accumulated. In my opinion, the agreement contemplates such handling.

I trust the handling of this matter is now satisfactory to all concerned.

Fraternally yours,

ORIGINAL SIGNED BY  
J. W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/sw

cc: Mr. W. D. Bailey, S&T L-184  
Mr. L. C. Carter, LC L-894  
Mr. G. L. Quinten, Jr., LC L-894  
Mr. C. E. Stuart, S&T L-894





BURLINGTON NORTHERN

Springfield, Missouri  
May 16, 1985

RECEIVED

MAY 17 1985

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

File: EMPLOYMENT: Agreement:  
UTU: Interdivisional Runs

Messrs. Enyart  
Dent  
Jeter

Maintaining alternation of crews between Tulsa and Springfield is to have greater emphasis on the Springfield Terminal and at the Tulsa Terminal. Both the Company and the crews benefited in May 1985 when the standing of crews was adjusted to reduce layovers at both terminals. However, the majority of UTU personnel involved were agreeable only if the normal turn of the Tulsa crews at Springfield would be more rigidly protected than the Springfield normal turn at Tulsa. The Company agreed at that time to adhere to this preference guideline.

Decisions to line up crews between Tulsa and Springfield will continue to be conducted according to this commitment. Please instruct Assistant Chief Dispatchers accordingly.

(Signed) J.F. Moore

J. F. Moore

TCM/my1685pegj01,p2

cc: Mr. J. W. Reynolds  
General Chairman, UTU  
227 E. Sunshine, Suite 101  
Springfield, MO 65807

Mr. T. C. McClellan

LOCAL MEMORANDUM OF AGREEMENT  
(Applicable at Tulsa, Oklahoma (Cherokee Sub Seniority District Only))

IT IS AGREED:

For interdivisional pool crew adjustment purposes only, the 31st day will not be counted for the Cherokee Sub Seniority District crews working in interdivisional service from Tulsa, Oklahoma to Springfield, Missouri, and from Tulsa, Oklahoma to Fort Scott, Kansas.

The last-half February will be adjusted as follows:

Add the total number of starts, divide by the total number of days in that half to get the average number of starts per day, then adjust for a 15-day half.

This agreement may be cancelled by either party serving fifteen (15) days advance notice in writing on the other party.

Signed at Springfield, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 1986, and effective this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

FOR: Conductors Represented By  
United Transportation Union

FOR: Burlington Northern Railroad  
Company

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

\_\_\_\_\_  
Terminal Superintendent

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

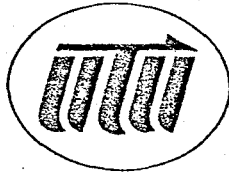
APPROVED:

APPROVED:

\_\_\_\_\_  
General Chairman

\_\_\_\_\_  
Director Employee Relations

- (d) The actual mileage between Ft. Scott and Tulsa is 166 miles. Actual mileage of the Afton Subdivision is 88 miles and of that portion of the Cherokee Subdivision between Afton and Cherokee Yard (Tulsa) is 78 miles. Thus Afton Subdivision employees will be entitled to 53% and Cherokee Subdivision employees will be entitled to 47% of the total train miles in interdivisional service between Ft. Scott and Tulsa.
4. (a) Except as otherwise provided in this Agreement, crews in interdivisional service on the St. Louis-Springfield territory (Rolla and Lebanon Subdivisions), on the Tulsa-Sherman territory (Creek and Sherman Subdivisions), and on the Ft. Scott-Tulsa territory (Afton and Cherokee Subdivisions) will be alternated on a 1-on-1 basis (e.g., 1 Rolla crew, then 1 Lebanon crew, then 1 Rolla crew, etc.) out of both terminals of each territory (or on a 2-on-2 basis if the General Chairman or his representative and the proper Carrier officer agree). It is recognized that crews may have to be used out of turn when a crew (whose turn it is) is not rested, but when this is necessary, an offsetting adjustment (in number of crews from the unrested crew's district) in the alternation of the crews will be made (as soon as rested crews are available) in order to restore the balance.
- (b) The proration of train mileage on each of the above-mentioned 3 interdivisional territories shall be equalized when the accumulation of mileage (at the rate of 5 train miles for each one-way trip by a Rolla crew on the St. Louis-Springfield territory, 8 train miles for each one-way trip by a Sherman crew on the Tulsa Sherman territory, and 10 train miles for each one-way trip by a Cherokee crew on the Ft. Scott-Tulsa territory) equals 3500 train miles. When 3500 miles are thus accumulated, the junior interdivisional pool crew on the shortest district of the territory (Rolla, Sherman, and Cherokee, respectively) will be bulletined to employees on the longest district (Lebanon, Creek, and Afton,



**united transportation union**

**RECEIVED**

**JUN 15 1981**

**OFFICE GEN. CHM.  
UNITED TRANS.  
UNION**

Tulsa, Oklahoma

June 4, 1981

Mr. J.W. Reynolds  
General Chairman

Dear Sir:

This is in regard to problems in ID service on the Cherokee-Springfield Subs and perhaps in all of the ID territories. It is inherent to the agreements that in order for them to work smoothly and fairly, the crew blocking arrangements must be strictly maintained. In far too many instances this is not being done.

We have several reasons, I think, why this is so. Situations such as the one in Springfield, where SYCY's are called within minutes after company representatives have said there will definitely not be one. In the last few days there was an instance where two SYCY's were run within a few hours after company representatives said there would not be any. Somebody must know when these trains are to be run. We have an excellent ID representative, but it is impossible for him to do his job if he cannot get information as to what trains will be run.

Another reason is, I believe, that this is a low priority item with company officials. They actually don't much care what crew works a train as long as they have one. It means little to them as long as they can equalize "tomorrow". Also I suspect that some of them somewhat resent having to work with a union representative and hesitate many times to follow his recommendation even though they don't know what to do themselves.

I would like to offer a couple of observations on this subject. It is unfair for our representative to have to call a half dozen people to get any good information. The company could, if they would, arrange for one person to have all the necessary information who could then deal with our ID representative. Also, it appears that we will never get any long lasting relief from carrier indifference to handling of crews without securing some penalty provision for running crews out of block. Would appreciate your views on whether or not it would be feasible to even explore this avenue.

Sincerely,

G.L. Quinten, Jr.  
Loc. Chair. L-894

June 17, 1981

Mr. G. L. Quinten, Jr.  
Local Chairman L-894  
6926 South Marion  
Tulsa, Oklahoma 74136

Dear Sir and Brother:

This will acknowledge and reply to your letter of June 4, 1981, in regard to inadequate information being furnished the ID Representative on the service between Springfield and Tulsa with regard to train schedules and operations. In your letter you made particular reference to SYCY trains.

Be advised that I handled this matter on the telephone with Mr. D. L. Starling, Manager-Trains and Terminals, on June 16, 1981, and he agreed with me that the contents of your letter are basically correct and that the Carrier should have more responsibility in furnishing the ID Representative more adequate information so that he can properly adjust crews and equalize the mileage between the two respective districts. Mr. Starling advised me that he would handle the matter promptly.

Mr. Starling further advised that he would like to have a conference with you and Brother Esmond in Springfield at the earliest opportunity while you are on your layover days, either jointly or separately. I advised him that I was sure that both of you would be willing to meet with him to discuss the issue, and you can expect to receive a call from him while you are in Springfield in the very near future.

If the handling of this matter does not result in complete satisfaction, please advise me and I will handle the matter again.

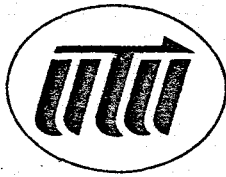
Fraternally yours,

ORIGINAL SIGNED BY  
J.W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/cp

cc: T. E. Esmond, ID Rep.



## ***united transportation union***

July 15, 1984

**RECEIVED**

**JUL 19 1984**

Mr Timothy P. Murphy  
Local Chairman  
Fort Scott, Kansas

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

Dear Sir:

On Thursday July 12, 1984 I talked to General Chairman Reynolds, Concerning the equalization between Tulsa Oklahoma and Fort Scott Kansas. As you know, I have not been counting the starts that the Fort Scott equalization pool has been accumulating while they have been working off accumulated mileage. Mr Reynolds has informed me that these Starts should also be counted.

To be fair to both Tulsa and Fort Scott men I have gone back to December 22, 1983 and listed below the total miles and starts that have been accumulated up to June 30, 1984. The reason for going back to December 22, 1983 is the date that I was designated as the I.D. Representative to work with the crew dispatchers on the bulletining of the equalization pool.

Listed below is a summary of starts and miles from December 24, 1983 to June 30, 1984.

On December 24, 1983 the equalization pool was assigned at noon with 3460 miles accumulated. ( 40 miles short of 3500 ).

From noon Dec. 24, 1983 to midnite Dec. 31, 1983 Tulsa accumulated 14 starts, at 20 miles each equals 280 miles minus 40 miles (acc. of being short) equals 240 miles.

From Jan. 01, to Jan. 15, 1984 Tulsa had 30 starts that equals 600 miles plus 240 miles equals 840 miles total.

From Jan. 16, to Jan. 31, 1984 Tulsa had 42 starts that equals 840 miles plus 840 miles equals 1680 miles total.

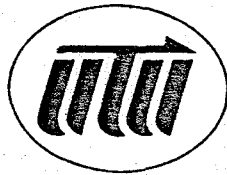
From Feb. 01, to Feb. 15, 1984 Tulsa had 39 starts that equals 780 miles plus 1680 miles equals 2460 miles total.

From Feb. 16, to Feb. 29, 1984 Tulsa had 31 starts that equals 620 miles plus 2460 miles equals 3080 miles total.

From March 01, to March 15, 1984 Tulsa had 32 starts that equals 640 miles plus 3080 miles equals 3720 miles total.

From March 16, to March 31, 1984 Tulsa had 35 starts that equals 700 miles plus 3720 miles equals 4420 miles total.

From April 01, to April 15, 1984 Tulsa had 31 starts that equals 620 miles plus 4420 miles equals 5040 miles total.



## ***united transportation union***

Page (2).

From April 16, to April 30, 1984 Tulsa had 24 starts that equals 480 miles plus 5040 miles equals 5520 miles total.

From May 01, to May 15, 1984 Tulsa had 26 starts that equals 520 miles plus 5520 miles equals 6040 miles total.

From May 16, to May 31, 1984 Tulsa had 22 starts that equals 440 miles plus 6040 miles equals 6480 miles total.

From June 01, to June 15, 1984 Tulsa had 22 starts that equals 440 miles plus 6480 miles equals 6920 miles total.

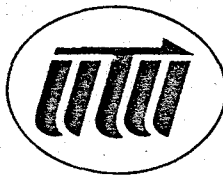
From June 16, to June 30, 1984 Tulsa had 23 starts that equals 460 starts plus 6920 miles equals 7380 miles total.

This 7380 miles includes the starts that the Equalization pool made during this period.

The equalization pool worked these dates during this period.

12-26-83	B Asher	02114	1140	(01)	
12-29-83	B Asher	68	2100	(02)	
01-02-84	B Forrest	J05	0130	(03)	
01-05-84	R Swearingen	D-H	1130	(04)	
01-07-84	R Swearingen	D-H	2200	(05)	
01-09-84	R Swearingen	02114	2030	(06)	
01-12-84	R Swearingen	68	1110	(07)	
01-14-84	R Swearingen	03114	1740	(08)	
01-16-84	R Swearingen	J05	0930	(09)	
01-19-84	R Swearingen	J05	1645	(10)	
01-20-84	R Swearingen	05114	2245	(11)	Equals 3652 miles
03-16-84	R Swearingen	68	0520	(01)	
03-19-84	R Swearingen	68	0640	(02)	
03-22-84	R Swearingen	01114	0550	(03)	
03-25-84	R Swearingen	01114	0550	(04)	
03-28-84	R Swearingen	68	0940	(05)	
03-30-84	R Swearingen	02114	1630	(06)	
04-01-84	R Swearingen	02114	1200	(07)	
04-05-84	R Swearingen	68	0430	(08)	
04-07-84	R Swearingen	04114	2250	(09)	
04-11-84	R Swearingen	68	0540	(10)	Equals 3320 miles

As of June 30, 1984 Tulsa had accumulated 7380 miles, The equalization pool has worked off 6972 miles, leaving an unpaid ballance of 408 miles. since the equalization pool was assigned June 30, 1984 it will be allowed to work 12 trips for a total of 3984 miles, which will bring it up to 076 miles over what was lost.



## *united transportation union*

Page (03)

The starts for the next period will start July 01, 1984 plus 76 miles and I will send you a copy of my records in the future so we can check against each other.

I sincerely apologize for these errors and hope there are no mistakes in these figures.

D.R. Simmons  
Conductor LC L-894  
3737 S. 99th East Ave.  
Tulsa, Oklahoma 74146

cc; J.W. Reynolds  
U.T.U. General Chairman  
L.C. Carter  
Local Chairman L-894  
C.E. Stuart  
Secretary L-894



January 10, 1986

Mr. T. P. Murphy  
Local Chairman L-184  
Route 3  
Fort Scott, KS 66701

Dear Sir and Brother:

This will have reference your recent telephone inquiry concerning Section 4 (b) of the December 1, 1976 "Four Territories" Memorandum of Agreement. This will also have reference my subsequent telephone conversation with Local Chairman D. R. Simmons. Please find below restatements of your two (2) questions and my answers thereto:

Question #1: At the close of the period of time when Afton-Parsons District employees are manning the equalization pool, the pool is rebulletined to Cherokee District employees. Does Article 14, Section B (1) (e) of the Conductors' and Brakemen's Schedule require that the Afton-Parsons employees be immediately released and that any vacancies arising before the closing date of the bulletin be protected by Cherokee Extra Board employees?

Answer #1: No. The above-cited rule applies to new assignments as a whole or to individual, single-position vacancies and not to the situation described in your question. There is no provision in the Schedule or ID Agreements to require the immediate release of employees working on an equalization pool after the 3500 accumulated miles have been worked off.

Question #2: Does Section 4 (b) of the "Four Territories" Agreement require that any excess miles worked by Afton-Parsons employees on the equalization pool, i. e., over 3500 line miles, be refunded to the Cherokee District or carried over?

Mr. T. P. Murphy  
January 10, 1986  
Page 2

Answer #2: No, the Agreement does not require that "excess" mileage be refunded. Recognizing the inequities which can often result, Local Chairmen on other territories have come to agreement among themselves to accumulate and work off the miles using a figure more consistent with the mileage of the territories and the mileage accumulation figure. As an example, on the Springfield to St. Louis, Missouri ID runs, the Local Chairmen from the two seniority districts agreed to bulletin the equalization pool at 3695 miles instead of 3500 miles (739 one-way trips by the owing district) and work it off on the same basis. On that territory, that mileage figure equates to eight (8) round trips for the equalization pool, after which the Springfield employees are released. I consider that to be an equitable arrangement and one which the Local Chairmen worked out on their own, with the approval of the undersigned.

In direct answer to your question, there is no Agreement requirement for carry-over of equalization mileage from one equalization period to another. Therefore, by reaching an agreed-to number of round trips or mileage separate from the 3500 miles, then equity or equalization would not have to be a concern.

I suggest to you, as I did to Brother Simmons, that the two of you meet and attempt to work out an equitable arrangement similar to the one worked out by the Local Chairmen on the ID runs between Springfield and St. Louis, Missouri; and I see no reason why it cannot be done. However, if you are unsuccessful in working out an equitable arrangement, I will be happy to meet with the two of you at a neutral location at an agreed date and time to assist you in laying the matter to rest.

Fraternally yours,

ORIGINAL SIGNED BY  
J.W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/sw

cc: Mr. L. C. Carter, LC L-894  
Mr. G. L. Quinten, Jr., LC L-894  
Mr. D. R. Simmons, LC L-894  
Mr. W. D. Bailey, S&T L-184  
Mr. C. E. Stuart, S&T L-894

respectively) but the assigned employees will remain on the assignment during the bulletining period and, thereafter, until (and unless) displaced by a new assignee. If there are any bids from employees holding seniority as of the date of this Agreement, the senior bidder will be assigned to work off the accumulated train mileage. Employees establishing seniority after the date of this Agreement shall not have any rights to permanent or 6-day vacancies on these equalization assignments. If there are no bids, the 3,500 train mile accumulation will be considered to be waived except that a displaced employee (with seniority as of the date of this Agreement) may subsequently bump onto the assignment for whatever remains of the equalization. During the time that an employee is working on an equalization crew on other than his own district, under the foregoing provision, he will be treated as though he was an employee of that other seniority district.

- (c) Except as otherwise provided in this Agreement, crews in interdivisional service on the Springfield-Tulsa territory (Springfield and Cherokee Subdivisions) will be alternated on the basis of 3 Cherokee crews to 1 Springfield crew, then 4 Cherokee crews to 1 Springfield crew, and then 3 Cherokee crews to 1 Springfield crew, etc., out of both terminals of the territory. It is recognized that crews may have to be used out of turn when a crew (whose turn it is) is not rested, but when this is necessary, an offsetting adjustment (in number of crews from the unrested crew's district) in the alternation of the crews will be made (as soon as rested crews are available) to restore the balance. No accumulation of mileage will be necessary or required on this interdivisional territory.
5. (a) Total trip miles, both working and deadheading, will be treated as equals in the equalization.
- (b) After each payroll period, the Carrier will furnish a statement showing the trips commenced by crews in each interdivisional service operation during that payroll period and the accumulated mileage (as contemplated by Section 4 (b) hereof). Copy of these

statements will be furnished to the Local and General Chairmen of each General Committee involved. The above statements will be used as the basis for determining whether or not the proper rotation and/or equalization is being maintained. If the report indicates that it is not, the proper adjustment will be made.

(c) Employees in interdivisional service shall continue to have the same home terminal that is now the home terminal for pool service on their respective (seniority district) subdivision, except as otherwise provided in Section 4(b), above.

(d) Employees will not acquire seniority on the other seniority district, account having worked over another seniority district in interdivisional service.

6. The provisions of the M/A signed April 15, 1975 (copy attached) are extended so as to apply to Firemen on all 4 interdivisional territories covered by this Agreement

7. (APPLICABLE TO CONDUCTORS AND BRAKEMEN ONLY)

(a) As far as Conductors and Brakemen are concerned, the total number of interdivisional crews on one territory will be regulated twice monthly in accordance with the total number of round trips started out of the 2 home terminals in the previous payroll period, as indicated by the tables that are attached hereto. Adjustments in the number of crews at other than those 2 regular semi-monthly adjustment dates (at 12:01 P.M. on the first and 16th days of the calendar month) or any variations from these attachments may be made only by unanimous agreement between the designated Carrier representative and the 2 Local Chairmen of the train crafts on a seniority district portion of an interdivisional territory.

(b) When interdivisional train crews are added or abolished, it will be done at 12:01 P.M. and in the same manner that other pool crews are handled, including the provisions that when a crew is added it will be protected by extra men while under bulletin

Interdivisional  
Conductors & Brakemen

- NOTICE -

Under the provisions of the new Interdivisional Service Agreement with the United Transportation Union, signed November 4 and effective December 1, 1976, you are required to register your pay-miles for the round trip each time you return to your home terminal.

You will not be called again until you have done so and done it correctly. Each employee in ID service is responsible for his own mileage.

All miles must be converted to straight-time pay miles. That is, 10 miles at overtime rate should be registered as 15 miles.

The special ID Registers are now available at the Caller's office (tie-up point). Since the new Agreement is effective December 1, you will not be called at your home terminal after the date unless your mileage is correctly registered. Initially, you should compute and register, in one lump sum, the mileage that you have made as of November 30, in your assigned anniversary month that commenced on the indicated date in November.

Posted nearby is an explanation of the registering procedure.

When a person assigned on an ID crew reaches his maximum mileage, the crew will continue to work, in its turn, but with his vacancy filled by extra men for the rest of the "anniversary month."

The "anniversary month" commences on the date assigned to the crew and continues through the day preceding that date in the following month. For example, if the crew is assigned a month commencing November 4, the "anniversary month" is November 4 through December 3; then the next one will be December 4 through January 3.

J. J. Ratcliff,  
Director of Labor Relations

November 26, 1976

and when one is abolished that it will be abolished immediately if it is in the home terminal and not under call at the time (if not in that terminal, or in the terminal but already called, it is abolished immediately upon return to that terminal).

8. (APPLICABLE TO CONDUCTORS AND BRAKEMEN ONLY)

- (a) Individual Conductors and Brakemen, who are assigned in interdivisional service, shall be subject to an individual 3800 pay-mile monthly limitation, i.e., he will not be called for further service (that month) at his home terminal, after he has made 3800 pay miles.
- (b) Each interdivisional train crew will be assigned a date which shall commence the anniversary month on which the individual crew members mileage limitation shall be computed and on the basis of which the individuals on that crew will be held off after making 3800 pay miles. When individuals have been held off account making their maximum mileage, their pool will continue to work and their vacancies on that pool will be manned by extra employees.
- (c) Each member of an interdivisional train crew, upon completion of each round trip, must register (at the time they register off duty) the total pay miles made for that round trip, and their accumulated total pay miles for that anniversary month. Failing to so register, they will not be called for subsequent service until they have complied with this requirement. The Carrier will have these figures verified daily and will make such figures available for inspection and review at the request of the Local Chairmen.
- (d) When an individual bids in or bumps onto an interdivisional train crew after the anniversary month for that crew has begun, that individual must register on the interdivisional crew mileage register the number of pay miles that he has made in other service or on other assignments since the anniversary month began. This mileage will be used in determining when he reaches his 3800-mile limitation.

MEMORANDUM OF AGREEMENT

In connection with the application of Section 8 of the Memorandum of Agreement dealing with the operation of inter-divisional service on 4 territories effective December 1, 1976.

IT IS AGREED:

When a Conductor or Brakeman is used off his assignment to protect a vacancy in other service and does not, as a result thereof, miss his regular turn in interdivisional service, the pay miles earned will not be computed in figuring the 3,800-mile limitation referred to in this Section. If, however, the Conductor or Brakeman misses his assignment in interdivisional service and is paid make-whole under applicable rules, that amount shall count in computing the 3,800 pay-miles referred to in this Section.

Signed at Springfield, Missouri, and effective this 15<sup>th</sup>  
day of April, 1977.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: \_\_\_\_\_

  
Director of Labor Relations

FOR: Conductors and Brakemen represented by  
UNITED TRANSPORTATION UNION

By: \_\_\_\_\_

  
General Chairman

September 30, 1985

Mr. C. E. Stuart  
Secretary & Treasurer L-894  
1703 West 63rd Street  
Tulsa, OK 74132

Dear Sir and Brother:

This will have reference our telephone conversation at 7:45 a.m. today wherein you described and requested an interpretation to the following situation:

On September 20, 1985, you were called to operate an interdivisional service train, Tulsa to Fort Scott, Kansas. On your attempt to depart the track in which the train was made, trouble developed with your consist of engines. The Carrier required the crew to take the engines back to the roundhouse and exchange them for another consist of engines.

Before you returned to your train with the new consist of engines, the dispatcher realized that your crew had been on duty in excess of four (4) hours and instructed you to take those engines back to the house, as they did not want to let them sit idling in the yard. You further advised that there were no other crews on the board who were rested and that a crew was needed in Fort Scott; therefore, the Carrier deadheaded you to Fort Scott via taxi.

You inquired as to whether this handling was proper and if the crew was entitled to any additional payments as a result of such handling.

It is my considered opinion that this crew should have been handled in accordance with Section 9 (b), page 7, of the Four Territory ID Agreement and the crew is entitled to an additional 100 miles at through freight rate because they did "perform some service," as stipulated in the agreement.

I have reviewed the files in this office; and they indicate that in a recent claims conference, the Carrier allowed identical claims (without prejudice) for Kansas



- (e) When an individual assigned to an interdivisional train crew has reached the maximum mileage limitation in a month and is held off, he may not bid or bump or in any way assume another assignment during the remainder of the anniversary month.

If an employee is displaced while he is being held off, he may exercise his seniority on the last day of the anniversary month so as to assume his new assignment on the following day.

If an assignment is bulletined while an employee is being held off, he may exercise his seniority to the assignment (in the same manner that he would if he were absent during the bulletin period) on the last day of the anniversary month so as to assume the assignment on the following day.

9. (a) When a crew in interdivisional service is called, reports for duty, and is not used, they will be allowed 50 miles and stand first out, but if held more than 4 hours, they will be allowed 100 miles and stand first out. If a call is canceled before the employee leaves his residence or (away from home) lodging facility, the foregoing sentence (and payments) do not apply. If "runaround" account not rested, such crew will not be due additional pay but will be restored to their same relative position on the pool board at their home terminal at first opportunity, provided they give written notification to the Caller.
- (b) Interdivisional crews who perform some service but who are released before leaving their initial terminal, will be paid 100 miles at through freight rate and be restored to the first-out position. They will not be called again until they are rested and it is recognized that other crew(s) may be called around them without penalty while they are resting.

NOTE: The provisions of Paragraphs (a) and (b), above, do not apply to individual extra men when the call and release occurs at their extra board terminal but, instead, such extra men will be handled (and paid) in accordance with applicable system Agreement rules.

October 18, 1979

Mr. L. C. Leake  
Local Chairman, L-1388  
Route 3, Box 132  
Rolla, Missouri 65401

Dear Sir and Brother:

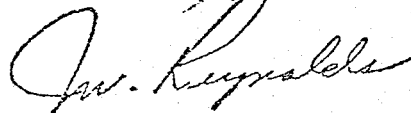
This will have reference our recent telephone conversation, concerning when crews can be deadheaded legally out of Springfield that are operating in Interdivisional Service between Springfield and St. Louis without violating Paragraph 10, Page 8 of the November 4, 1976, Interdivisional Agreement.

You requested an interpretation regarding the following situation which does occur at Springfield periodically.

At Springfield a Springfield crew is first out, a St. Louis crew is second out, with both crews rested. Periodically, the Carrier will work the first out crew (Springfield crew) and deadhead the second out crew ( St. Louis crew).

This is improper. The Springfield crew should be deadheaded and the second out crew (St. Louis) should be the working crew. The proper handling is outlined under Paragraph 10, Page 8 of the November 4, 1976, Interdivisional Agreement. The proper claim for this violation is 100 miles mishandling.

Fraternally yours,



J. W. Reynolds  
General Chairman

cc: W. C. Bruton, LC-303  
J. R. Hasten, LC-303  
C. M. Vahldick, LC-303  
K. O. Wolfe, LC-303  
W. M. Blair, Treasurer, L-303  
L. J. Tiner, LC-1388  
J. M. Woodruff, LC-1388  
D. P. Golden, S&T-1388

JWR/dlv



BURLINGTON NORTHERN

176 East Fifth Street  
St. Paul, Minnesota 55101

Mr. J. W. Reynolds, Gen. Chmn.  
United Transportation Union  
227 E. Sunshine - Suite 101  
Springfield, Missouri 65807

February 25, 1982

File 3000-238-2  
and others

Dear Mr. Reynolds:

In reference to our conference today in which we discussed the following provision that appears in all of the interdivisional service agreements that we have signed under the provisions of the January 27, 1972 National Agreement:

"An interdivisional crew will not be considered 'runaround' when the runaround is because of equalization, rest or other reasons specified in this Agreement."

The above-quoted provision is not intended to preclude an unrested crew from being "restored to turn" if or when they are runaround by another crew from the same seniority district. The intention is that they will not be entitled to a "runaround" payment of any type. The Agreement does otherwise intend that they will be entitled to "restoration of turn."

If you agree that the foregoing is the correct interpretation of all these interdivisional service agreements, please so indicate by signing and returning the duplicate copy of this letter.

Sincerely,

J. J. Ratcliff  
Assistant Vice President

AGREED TO:

General Chairman, UTU

ch1314



BURLINGTON NORTHERN RAILROAD

Employee Relations Department

February 12, 1987

Mr. A.M. Lankford  
General Chairman, UTU  
227 E. Sunshine, Suite 101  
Springfield, MO 65807

3253 E. Chestnut Expressway  
Springfield, MO 65802  
Telephone (417) 864-2266

File: 3000-16-2 (FCO)

Dear Mr. Lankford:

This is in reference to "restoration to turn" provisions found in Interdivisional Service Agreements.

The following scenario was presented to me and I would appreciate your opinion:

Crew A left their home terminal, Ft.Worth in normal rotation. Crew A also left their away-from-home terminal, Madill in normal rotation but was runaround by Crew B (same home terminal) while enroute to Ft.Worth. Crew A requested restoration upon arrival at Ft.Worth. However, when Crew A stood first out at Ft.Worth, Crew A was not rested, but Crew B was fully rested and was called to work ahead of Crew A.

The question is, can Crew A again request restoration at Madill. It appears from the language that restoration must be accomplished within a complete round trip out of home terminal.

Please advise.

Sincerely,

*L. R. Burk*  
L. R. Burk

Director of Employee Relations

WMS/wms

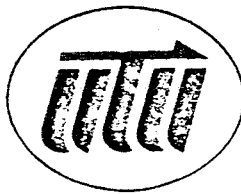
RECEIVED

FEB 14 1987

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

# *united transportation union*

W. REYNOLDS  
General Chairman



227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807

BURLINGTON NORTHERN (FORMER FRISCO)

SAND SPRINGS RAILWAY

May 9, 1985

Mr. J. J. Ratcliff  
Assistant Vice President  
Burlington Northern Railroad Company  
3000 Continental Plaza  
777 Main Street  
Fort Worth, Texas 76102

Dear Mr. Ratcliff:

This is in reference our conference discussions of May 6, 1985, concerning application of the crew alternation (blocking) provisions of the Four Territories; Tulsa, Madill, Fort Worth; Memphis, Birmingham; and Kansas City, Springfield Interdivisional Service Agreements. All the Agreements contain similarly worded requirements for crew alternation under various section numbers.

We discussed three specific situations, and the following examples were formulated to express our mutual understanding of the requirements of the Agreements:

1. An interdivisional pool crew is called at its home terminal (A) to work A to B and, in the normal crew rotation, stands for the third train scheduled to operate from B back to A. All concerned expect that the crew will arrive at B in time to secure its rest and stand for the proper block. Because of operational delays en route, the crew does not arrive at B in time to protect the block.

We agreed that the Carrier is not required to deadhead another crew from the home terminal to protect a block when such unforeseen circumstances are involved. The Agreements allow the use of a crew from the other district to protect that block, with an offsetting adjustment required as soon as rested crews are available.

May 9, 1985

2. An interdivisional pool crew is first-out at its home terminal (A) and, in the normal crew rotation, stands for the third train scheduled to operate from the away-from-home terminal (B) back to A. If the crew is deadheaded A to B to protect the proper alternation at B, it will result in the disruption of the normal crew rotation at A, i. e., there will not be sufficient crews remaining at A to protect the business and maintain proper blocking.

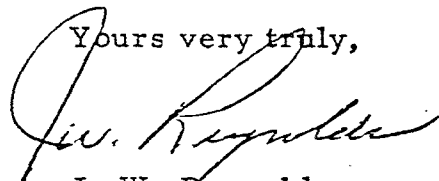
We agreed that it is not necessary to deadhead the crew to protect the alternation at B in this instance, since doing so would only create an identical problem at A.

3. The facts are the same as cited in example 2, except that there are sufficient crews at A to protect the business and maintain proper crew alternation, and there is an available means to deadhead the crew to B.

In this instance, we agreed that the crew should be deadheaded A to B to protect the proper crew rotation at B.

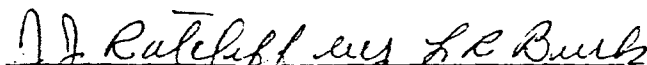
If the above correctly recites our understanding of the requirements of the Agreements, please confirm our understanding by signing the duplicate copy of this letter and returning it to me for my files.

Yours very truly,



J. W. Reynolds  
General Chairman

AGREED TO:

  
Assistant Vice President

R. D. Kerley  
Associate General Chairman

UNITED TRANSPORTATION UNION  
227 East Sunshine, Suite 101  
Springfield, MO 65807

(417) 862-5459  
FAX (417) 862-6722

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FAX NOTE

December 21, 1998

4 Pages

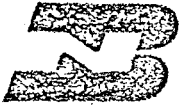
**TO: ROGER BOLDRA**  
**FROM: R. D. KERLEY**

Roger:

Here is the February 1, 1985 Bill Schubert letter confirming that when necessary to use a crew out of turn in ID service, the next-out, rested crew is to be used, regardless of seniority district. In other words, there is to be no "block-swapping" to maintain rotation between the two districts.

I am also furnishing the October 30, 1986 Letter of Understanding which contains some examples for explanation of how to deal with runarounds en route, or when the rotation is already disturbed.

RK



BURLINGTON NORTHERN RAILROAD

Springfield, MO  
February 1, 1985

File: 2000-1  
2000-4  
2000-5

Mr. T. C. McClellan:

Further reference my letter of November 21, 1984, concerning alternation (one-on-one) of Interdivisional service crews.

In meeting with UTU General Chairman Reynolds on January 28, 1985, the alternation question, when the first out crew is not rested, was discussed. The following language appears in all of the Interdivisional service Agreements when such service is protected by two seniority districts with opposite home terminals:

"It is recognized that crews may have to be used out of turn when a crew (whose turn it is) is not rested, but when this is necessary, an offsetting adjustment (in number of crews from the unrested crew's district) in the alternation of the crews will be made (as soon as rested crews are available) in order to restore the balance."

It was agreed this provision requires the use of the next crew, regardless of seniority district, when the first out crew is not rested.

BLE General Chairman Walpert is also in agreement.

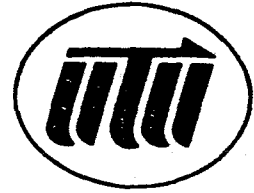
L. R. Burk

WMS:ja

cc: J. L. Russell



# ***united transportation union***



227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807  
TELEPHONE: (417) 862-5459

GENERAL COMMITTEE OF ADJUSTMENT  
BURLINGTON NORTHERN (FORMER FRISCO)  
SAND SPRINGS RAILWAY

October 30, 1986

Mr. L. R. Burk  
Director Employee Relations  
Burlington Northern Railroad Company  
3253 East Chestnut Expressway  
Springfield, MO 65802

Dear Mr. Burk:

This will confirm our conference discussion with Assistant Director Labor Relations W. M. Schubert on October 24, 1986, regarding the proper calling of crews in interdivisional service when an unrested crew is involved, or when the restoration-to-turn provisions are involved.

The following example will be used to demonstrate our understandings:

Considering interdivisional service operated on a 1-on-1 crew rotation between Kansas City and Springfield, Missouri, the crew board at Kansas City (at the time the first southward train is called) is as follows:

First out	AG-1 (Ash Grove District crew) not rested
Second out	KC-1 (Kansas City District crew) rested
Third out	AG-2 rested

Case A: When the first southward train is to be called AG-1 will not be rested, because that crew exceeded 12 hours on duty en route to Kansas City and must have 10 hours' rest under the Hours of Service Law. AG-2 arrived at Kansas City 30 minutes later than AG-1 but required only 8 hours' rest. Thus, AG-2 will be rested when the train is called.

## Understanding:

The parties agree that in Case A the rules require that KC-1 be called for the train, since the use of AG-2 in this case would constitute a runaround. Here, KC-1 is the first-out, rested crew and should be used, with an offsetting adjustment to be made as soon as possible.

Mr. L. R. Burk  
October 30, 1986  
Page 2

Case B: AG-1 has been runaround en route to Kansas City by AG-2 who was deadheaded by highway after AG-1 departed Springfield on a northward train. On arrival at Kansas City, AG-1 requested restoration to turn but is not yet rested when the southward train is called. AG-2 is rested.

Understanding:

We have agreed that in this case it would be proper to call AG-2 for the train and return AG-1 to the third-out position behind KC-1. In this case the restoration to turn rule affects only the two AG crews and KC-1 is not runaround.

Case C: The facts are the same as in Case A, except that KC-1 has already been called "out of turn" for an earlier train. Thus, KC owes AG a start at Kansas City.

Understanding:

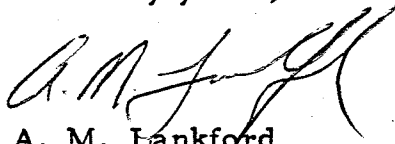
In this case we agreed that it would be proper to use AG-2, leaving AG-1 first out to make up the previous "back to back" use of KC crews.

These examples were formulated to clarify any misunderstandings which might have existed as to the proper application of the rules involved, and to insure consistent handling in these instances. During our conference we also discussed the practice of aggregating crews out of their away-from-home terminal. This is to confirm our advice that we have no objection to that practice, so long as it does not violate the prescribed crew rotation between the involved districts or the first-in/first-out principle between crews of the same district.

If the examples cited herein correctly recite the parties' understandings, please sign the duplicate copy of this letter and return it for our files.

Sincerely yours,

AGREED TO:

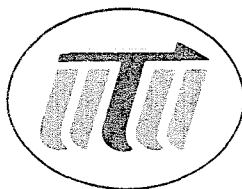
  
A. M. Lankford  
General Chairman

  
Director Employee Relations

RDK/cp

cc: Mr. T. C. McClellan, Manager-Transportation Services  
Mr. W. C. Walpert, General Chairman, BLE

# *united transportation union*



J. W. REYNOLDS  
General Chairman

227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807

BURLINGTON NORTHERN (FORMER FRISCO)  
QUANAH, ACME & PACIFIC RAILWAY  
SAND SPRINGS RAILWAY

May 5, 1983

Mr. T. E. Esmond  
ID Representative  
Box 842  
Sapulpa OK 74066

Dear Sir and Brother:

This will serve to confirm our telephone conversation this date during which I instructed you to move the Springfield crews in Tulsa-Springfield interdivisional service back one block. As I stated to you on the telephone, this decision was made to attempt to alleviate excessive layovers which are being experienced by crews from both seniority districts at their away-from-home terminals.

Please place my instructions in effect upon receipt of this letter.

Fraternally yours,

J. W. Reynolds  
General Chairman

JWR/cp

cc: B. R. Erdman, LC-303  
C. W. Graves, LC-303  
C. M. Vahldick, LC-303  
J. R. Hasten, Secy. L-303  
L. C. Carter, LC-894  
G. L. Quinten, Jr., LC-894  
D. R. Simmons, LC-894 & ID Rep.  
C. E. Stuart, S&T-894



BURLINGTON NORTHERN

Springfield, Missouri  
May 16, 1985

RECEIVED

MAY 17 1985

File: EMPLOYMENT: Agreement:  
UTU: Interdivisional Runs

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

Messrs. Enyart  
Dent  
Jeter


Maintaining alternation of crews between Tulsa and Springfield is to have greater emphasis on the Springfield Terminal and at the Tulsa Terminal. Both the Company and the crews benefited in May 1985 when the standing of crews was adjusted to reduce layovers at both terminals. However, the majority of UTU personnel involved were agreeable only if the normal turn of the Tulsa crews at Springfield would be more rigidly protected than the Springfield normal turn at Tulsa. The Company agreed at that time to adhere to this preference guideline.

Decisions to line up crews between Tulsa and Springfield will continue to be conducted according to this commitment. Please instruct Assistant Chief Dispatchers accordingly.

(Signed) J.F. Moore

J. F. Moore

TCM/my1685pegj01,p2

cc: Mr. J. W. Reynolds   
General Chairman, UTU  
227 E. Sunshine, Suite 101  
Springfield, MO 65807

Mr. T. C. McClellan



**BURLINGTON NORTHERN RAILROAD**

SPRINGFIELD REGION

July 30, 1984

3253 East Chestnut Expressway  
Springfield, Missouri 65802  
Telephone (417) 864-2121

**RECEIVED**

**JUL 31 1984**

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

Mr. J. W. Reynolds  
General Chairman, UTU  
227 East Sunshine, Suite 101  
Springfield, MO 65804

Dear Mr. Reynolds:

Reference telephone conversation between Assistant Director Labor Relations Schubert and yourself concerning the operating of test train between Springfield and Kansas City with Interdivisional Pool Crew.

Please be advised instructions have been issued to all persons responsible in authorizing crew assignments that such test trains (when testing) are Work Trains and when operating in Interdivisional territory will be operated by Short Pools.

Sincerely,

L. R. Burk  
Director Employee Relations

cc: A. J. Thompson  
J. F. Moore  
T. C. McClellan

File: 2001-12

- (c) An interdivisional crew will not be considered "run around" when the runaround is because of equalization, rest or other reasons specified in this Agreement.
  - (d) Interdivisional train crews and Firemen shall, upon written request, be restored to proper turn at the next terminal if possible (if not possible there, they may file written request upon return to home terminal), if they do not tie up at a terminal in the same order that they were called at the home terminal. Interdivisional crews will not be exchanged in a terminal to avoid runaround and when such a "runaround" does occur, no penalty payment is due. (Exception: The Carrier may exchange the crews when, in its judgment, the first crew called is being delayed to the extent that further delay may jeopardize their availability, under the law, to complete the run to their destination terminal.) Thus an interdivisional train crew or Fireman "runaround" at the initial terminal (account of a following crew preceding them out of the terminal, being called and released, or called and not used), on line of road or at the final terminal will be restored to proper turn by someone on the train crew or by the Fireman advising the Caller, in writing, within 1 hour after they register off duty (or register their arrival, when deadheading).
10. An interdivisional crew, at its away-from-home terminal, may be called to deadhead at any time after their arrival, regardless of their standing in relation to at-home crews and the normal crew rotation, except they must be called first-in/first-out in relation to other crews from the same seniority district. When 2 away-from-home interdivisional crews are to be called for the same train (one to work and one to deadhead), if one of the crews is not rested and the other one is rested, the rested crew will work the train and the unrested crew will deadhead.
- 11.(a) Extra men will protect vacancies on the interdivisional crews of their own seniority district and the employees assigned to these crews will lay off and report at the crew's home terminal (and extra board point), except in cases of sickness. If a regular man lays off account sickness at the away-from-home terminal and there is insufficient time to deadhead an extra man (without pay) by train to protect the vacancy, an extra man at the vacancy point shall protect the vacancy and then be dead-headed back to his home extra board point with deadhead pay.

MEMORANDUM OF AGREEMENT

IT IS AGREED:

Section 11 (c) of the Interdivisional Service Agreement effective December 1, 1976, is revised to read as follows:

- (c) Emergency Conductors who are assigned to interdivisional service as Brakemen, will not be used as Emergency Conductor in other than interdivisional service if there is any other qualified employee available for such service. Conductor vacancies in interdivisional service will be filled in accordance with Article 21, Section A of the system Conductors' and Brakemen's Schedule.

Signed at Springfield, Missouri, this 4th day of  
February, 1980, and effective March 1,  
1980.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: J. Russell

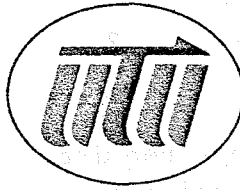
Director of Labor Relations

FOR: Conductors, Brakemen and Firemen (Helpers)  
represented by  
UNITED TRANSPORTATION UNION

By: J. W. [Signature]

General Chairman

# *united transportation union*



J. W. REYNOLDS  
General Chairman

227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807

BURLINGTON NORTHERN (FORMER FRISCO)

SAND SPRINGS RAILWAY

July 12, 1985

Mr. D. R. Simmons  
ID Representative  
3737 S. 99th East Avenue  
Tulsa, Oklahoma 74146

Dear Sir and Brother:

Reference telephone conversation of July 9, 1985, between Vice Local Chairman J. K. Black, who stated he was acting in your behalf while you were on vacation, and Assistant General Chairman R. D. Kerley, relative to the restoration-to-turn provisions contained in the Four Territories ID Run Agreement and their application to a crew composed entirely of extra employees.

Brother black advised that an interdivisional pool freight crew (not a "bum" crew, but manned entirely by extra employees filling vacancies on the assignment), was called at Tulsa, and was runaround by a following ID pool crew before departing the terminal. (The same rationale would apply if the run-around had occurred en route to the away-from-home terminal.)

Brother Black inquired as to whether or not such a crew could properly request restoration to turn at the away-from-home terminal, (Springfield, Missouri in this case).

I have always felt that a full crew of extra employees (including "bum" crews) in ID service, should enjoy the same restoration to turn privileges as a regular crew at the away-from-home terminal. This would be a fair and equitable arrangement, and would, in my opinion, be in keeping with the intent of Section 11 (b) of the Four Territories Agreement, that part reading:

"When such extra crews are used, they will be worked in the same manner as an assigned interdivisional crew until they return to their home terminal."



(b) Crews composed of extra men will be used when assigned interdivisional crews are not available to protect the service. The use of such extra crews will be done, as far as practical, in a manner that will assist in arriving at the desired equalization between the seniority districts. When such extra crews are used, they will be worked in the same manner as an assigned interdivisional crew until they return to their home terminal.

(c) Emergency Conductors who are assigned to interdivisional service as Brakemen, will not be used as Emergency Conductor in other than interdivisional service if there is any other qualified employee available for such service. If it is necessary to use an Emergency Conductor to protect a vacancy on an assigned interdivisional crew, the senior available Emergency Conductor who is assigned as interdivisional Brakeman will be used. For purposes of this paragraph, a Conductor who is regularly assigned in other than interdivisional service, will not be considered to be an "employee available for such service."

*Revised  
3-1-80  
use senior man on  
the job as per  
art 21, Sec A of  
C+B Schedule.*

12. (a) Pool crews that are called to operate solely on one division or between existing district terminals of that one subdivision shall be a Short Pool Crew from that seniority district. If Short Pools are not maintained, or where maintained but not available, a "bum" crew made up of extra men from that subdivision will be called and used.

(b) Except as otherwise provided in this Section, all unassigned work train (which includes wrecker) service on interdivisional territory will be protected by Short Pool Crews, if maintained and available, but otherwise by "bum" crews composed of extra men from that subdivision.

(c) Crews on interdivisional runs may be used en route to perform miscellaneous work train service for which an arbitrary allowance is paid. They will not be used in other wrecker or work train service, except as provided in this Agreement.

May 28, 1980

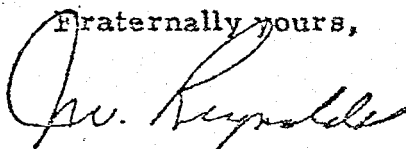
All Local Chairmen  
United Transportation Union  
Locals 184, 303, 894 and 1388

Dear Sirs and Brothers:

In a recent claims conference in Tulsa, Oklahoma the attached Memorandum of Agreement was consummated as a result of a claim settlement.

Section 12 (e) of the December 1, 1976 Interdivisional Service Agreement provides that crews cannot be turned back to their initial terminal ". . . except when their movement is prevented (e. g., engine failure, . . ." among other items specified in the Agreement. However, the Agreement did not specify the order in which a crew turned back to its initial terminal under such conditions would be marked up. This question was resolved with the claim settlement resulting in the Memorandum of Agreement, which provides that the crew will be restored to first-out position and available to be used after they are rested. The decision to restore the crews to a first-out position was to alleviate as much loss of earnings as possible.

Fraternally yours,



J. W. Reynolds  
General Chairman

JWR/cc

cc: J. T. Mullane, S&T-184  
C. E. Stuart, S&T-894  
D. P. Golden, S&T-1388

## MEMORANDUM OF AGREEMENT

IT IS AGREED:

Section 12 (e) of the Interdivisional Run Agreement, effective December 1, 1976, is revised to read as follows:

- (e) Except as provided below or when required by law, interdivisional pool crews called in interdivisional service will not be tied up between terminals of their runs or turned back to initial terminal, except when their movement is prevented (e.g., engine failure and derailment of their train) or their route to destination is obstructed or impassable (e.g., wrecks and wash-outs). If the crew is returned to the initial terminal, the crew shall be restored to first-out position (available after rested). Subject to the foregoing exceptions, interdivisional pool crews will not be tied up en route unless and until it is apparent that they do not have time to complete their run. Interdivisional pool crews tied up under that law will be towed or deadheaded back to their initial terminal or on to their final terminal, as soon as possible, except that when such crews are tied up en route because their

train's movement is prevented or their route is obstructed or impassable they may be required to take rest and then handle their train to the crew's final terminal.

Signed at Springfield, Missouri, this 15<sup>th</sup> day of May, 1980, and effective May 15<sup>th</sup>, 1980

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: \_\_\_\_\_

*J. H. Russell*

Director of Labor Relations

FOR: Conductors, Brakemen, Yardmen and Firemen (Helpers), represented by UNITED TRANSPORTATION UNION

By: \_\_\_\_\_

*J. W. Reynolds*

General Chairman

- (d) A crew in interdivisional service may handle the wrecker provided the wrecker is to be handled through a former away-from-home terminal. When the wrecker is handled by a crew in interdivisional service, such crew will be relieved by a Short Pool Crew (or "bum" crew) at end of tour of duty if another crew is required. The crew in interdivisional service that handled the wrecker will not be turned back to its originating terminal but will work or deadhead to the opposite terminal. When the wrecker is released, it may be returned to its assigned terminal (if interdivisional service) by using an interdivisional crew called to work or deadhead to the wrecker and return it (deadheading and working to be in one and the same direction) to its assigned terminal.
- (e) ~~Except when required by law, crews called in interdivisional service will not be tied up between terminals of their runs or turned back to initial terminal, except when their movement is prevented (e.g., engine failure and derailment of their train) or their route to destination is obstructed or impassable (e.g., wrecks and washouts). Such crews tied up under the Hours of Service Act (as amended) will be towed or deadheaded to the destination terminal as soon as possible, except that when their train's movement is prevented or their route is obstructed or impassable, they may be required to handle train to destination.~~
- (f) If a relief crew is to be used and the tie-up (as provided above) occurred before the interdivisional crew traversed the initial subdivision, the relief crew shall be a Long Pool Crew called in interdivisional service out of the originating terminal. If the tie-up occurred after the interdivisional crew traversed the initial subdivision, the relief crew shall be a Short Pool Crew from the seniority district on which the tie-up occurs. If Short Pools are not maintained, or where maintained but not available, a "bum" crew made up of extra men will be called and used. This provision shall not prevent the Carrier from having crews exchange or consolidate trains en route.
- (g) Existing pay rules relating to tied up en route and towed or deadheaded into terminal shall apply.

13. Crews or individuals deadheading in interdivisional service will be paid under present agreement rules, except that: (1) all deadhead mileage over 100 miles will be paid at the deadhead rate established for the first 100 miles and (2) the 50-mile minimums contained in the Conductors' and Brakemen's Agreements shall not apply.
14. When a crew in interdivisional service is involved in an occurrence in regard to which a disciplinary investigation is held, the Carrier may hold the investigation at other than the crew's home terminal but in such event will allow deadhead pay to and from the point at which the investigation is conducted, regardless of whether or not the individuals are held to be responsible for the occurrence (i.e., issued discipline). In such event, the Carrier will also furnish or arrange for train or passenger vehicle transportation to and from the investigation point. If required to remain overnight at the investigation point, the crew will be permitted to obtain lodging at the designated facility at Carrier expense and, in such event, will also be entitled to reasonable meal expense (supported by receipts) actually incurred at the investigation point. Compensation for time lost or time for attending the investigation will be determined under existing Agreement rules; provided, however, that deadhead pay for going to and from the investigation and pay for attending the investigation, shall be included in computing loss of earnings.
15. The conditions and provisions contained in the January 27, 1972 National Agreement shall apply, including but not limited to Article XII, Section 3. In connection with Section 3 (d) thereof, the Carrier will notify a Long Pool Crew when they are called (for service or deadhead) if it is intended that they will stop to eat en route; otherwise, they are to understand that they will run through without stopping to eat and will be entitled to the \$1.50 allowance.
- 16.(a) Existing overtime rules, insofar as they apply to employees in interdivisional service, are revised to read as follows:

On interdivisional runs of 200 miles or less, overtime will begin at the expiration of 8 hours. On runs of over 200 miles overtime will begin when the time on duty exceeds the miles run divided by 25, or in any case, when on duty in excess of 10 hours. Overtime will be paid for on the minute basis at 3/16th of the daily rate per hour.

(b) Existing Agreements concerning "Initial Terminal Delay-Freight," insofar as they apply to employees in inter-divisional service, are revised to read as follows:

- (1) Initial terminal delay shall be paid on a minute basis to employees in through freight service after thirty (30) minutes unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one eighth (1/8th) of the basic daily rate, according to the class of engine used, in addition to the full mileage, with the understanding that the actual time consumed in performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

NOTE: 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 company and not with the intent of making a continuous outbound move (i.e. spotting for service of mail, switch out bad order car, etc.) initial terminal time will continue until the continuous outbound move is actually started. The continuous move is not disrupted when train is stopped to permit the lining of a switch or because block signal is against them.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of thirty (30) minutes after which initial terminal delay payment begins.

NOTE: The phrase "through freight service," as used in this rule, does not include pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wrecker, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

- (c) When overtime, initial terminal delay and final terminal delay accrue on the same trip, allowance will be the combined initial and final terminal delay time, or overtime, whichever is the greater.
- 17. Lodging will be furnished at the existing agreed upon facilities when interdivisional crews are tied up at other than their home terminal, under the provisions of existing agreements.
- 18. Upon request of a General Chairman or the Director of Labor Relations (other representatives may later be designated by mutual understanding), conference will be held immediately in regard to the rotation of the Long Pool Crews or equalization of mileage so as to avoid an undue accumulation of mileage by crews of one seniority district and to otherwise provide for the orderly equalization of mileage.
- 19. (a) Any (separately or collectively) of these interdivisional service operations not now being operated



may be inaugurated upon 15 days' advance written notice by the Carrier. The crews that are to protect interdivisional service (and the Short Pool Crews, if any are to be initially established) will be bulletined (or rebulletined, for existing pool crews) prior to the inauguration of such service so that assignments are effective the day before such service is to be inaugurated.

- (b) A Conductor-Pilot will be furnished only to Long Pool Crews initially assigned to protect interdivisional service, for that portion of the run that is not on their seniority district, until the crew has made 2 round trips, Article 22, Sec. A of the Conductors' Agreement to the contrary notwithstanding. The Carrier may, if it desires, work the Conductor-Pilots through to the crews destination on a continuous miles or hours basis.
- (c) In the event a Fireman or Brakeman who is in service on the date this interseniority district service is begun is required to "learn" that portion of the road which is not on his seniority district as a condition to his taking assignment on an interdivisional crew or an extra board protecting same, he shall be paid for time spent in such "learning the road" the same as if he were working.

20. This Agreement shall be construed as a separate Agreement by and on behalf of the Carrier and each of the General Committees signatory hereto. "Crews," as used herein, is intended to apply only to the members of the crew that are represented by each of the signatory General Committees.

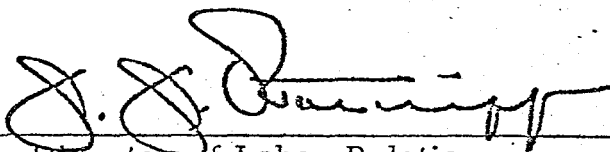
This Agreement cancels and supersedes any other Agreement (except the National Agreement and except as otherwise specified in this Agreement) previously made in connection with interdivisional service on these 4 territories.

Nothing in this Agreement is intended to require the use of a Fireman where such use is not required under the provisions of the National Manning Agreement.

Signed at Springfield, Missouri, November 4, 1976 and  
effective December 1, 1976.

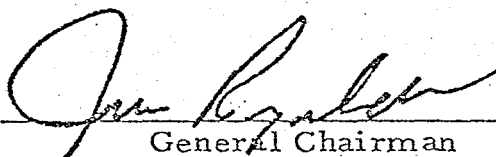
FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: \_\_\_\_\_

  
Director of Labor Relations

FOR: Conductors and Brakemen represented by  
UNITED TRANSPORTATION UNION

By: \_\_\_\_\_

  
General Chairman

FOR: Firemen (Helpers) represented by  
UNITED TRANSPORTATION UNION

By: \_\_\_\_\_

  
General Chairman

## MEMORANDUM OF AGREEMENT

### IT IS AGREED:

The Memorandum of Agreement signed November 21, 1973 in regard to Interdivisional service between Springfield and Tulsa, is revised to the following extent for Engineers and Firemen.

1. (a) Paragraphs 3, 4 and 5 are revised to eliminate all references to regulating crews on the basis of number of trips made in the prior month and to holding off crews (and individuals) after the crew has made nine round trips in a month.

(b) In lieu of the above-mentioned provisions, Engineers and Firemen on Interdivisional pool crews shall be regulated on the basis of system pool crew mileage regulation agreements, including individual 3800 mile limitations, subject to the following conditions.

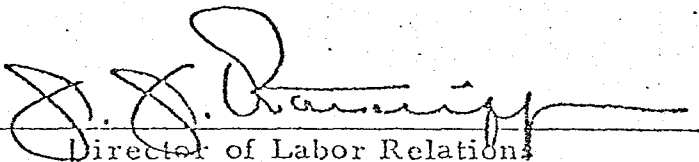
(c) Each Interdivisional crew at Tulsa and Springfield will be assigned a date on which that crew's mileage anniversary month shall be computed and on the basis of which the individuals on that crew will be held off after making 3800 pay miles in their anniversary month. When individuals have been held off account making their maximum mileage, the pool crew will continue to work, but manned by extra men.

(d) When an individual bids in or bumps onto an Interdivisional crew after the anniversary month for that crew has begun, the individual must register on the Interdivisional crew mileage register, the number of pay miles that he has made in other service or on other assignments since the anniversary month begun. This mileage will be used in determining when he reaches his 3800 mile limitation.

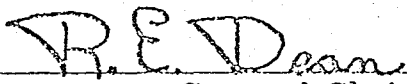
2. When Interdivisional crews are added or abolished, it will be done in the same manner as other pool crews are handled, including the provision that the crew shall be protected by extra men while under bulletin.
3. The equalization of work between the Cherokee and Springfield Seniority Districts shall continue to be done on the basis of trips made by the crews from the two Districts. The blocking arrangement shall likewise continue.
4. Arrangements shall be made to place this Agreement in effect as soon as practical. This Agreement can be cancelled by any of the three parties hereto serving 15 days' advance written notice on the other two parties.

Signed at Springfield, Missouri April 15, 1975.

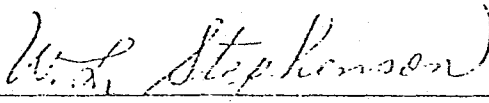
FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By:   
Director of Labor Relations

FOR: Engineers represented by  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

By:   
General Chairman

FOR: Firemen represented by  
UNITED TRANSPORTATION UNION

By:   
General Chairman

MEMORANDUM OF AGREEMENT

IT IS AGREED:

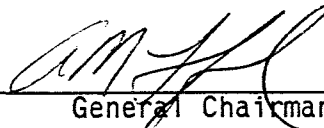
The attachment referred to in Section 7(a) of the December 1, 1976 "Four Territories" Memorandum of Agreement, applicable to Springfield to St. Louis interdivisional pool crew mileage adjustment, is hereby revised as per the attached table.

Signed at Englewood, Colorado, this 14th day of February, 1990, and effective February 14, 1990.

FOR: Conductors and Brakemen  
represented by the  
UNITED TRANSPORTATION UNION

FOR: BURLINGTON NORTHERN RAILROAD  
COMPANY

By:

  
General Chairman

By:

  
Director Labor Relations

Springfield to St. Louis Interdivisional Pool Crews

(Mileage adjustments to be made the 1st and 16th day of each month)

<u>Round Trips Started</u>	<u>Total Number Crews</u>
0 - 4	1
5 - 8	2
9 - 12	3
13 - 16	4
17 - 20	5
21 - 24	6
25 - 28	7
29 - 32	8
33 - 36	9
37 - 40	10
41 - 44	11
45 - 48	12
49 - 52	13
53 - 56	14
57 - 60	15

Springfield to St. Louis Interdivisional Pool Crews

(Mileage adjustments to be made the 1st and 16th day of each month)

Round Trips  
Started

Total Number  
Crews

0 - 4

1

4 - 7

2

8 - 11

3

12 - 15

4

16 - 19

5

20 - 23

6

24 - 27

7

28 - 31

8

32 - 35

9

36 - 39

10

40 - 43

11

44 - 47

12

48 - 51

13

52 - 55

14

56 - 59

15

Tulsa to Sherman

(Mileage adjustments to be made the 1st and 16th day of each month)

Round Trips  
Started

Total Number  
Crews

0 - 4  
5 - 8  
9 - 12  
13 - 16  
17 - 20  
21 - 24  
25 - 28  
29 - 32  
33 - 36  
37 - 40  
41 - 44  
45 - 48  
49 - 52  
53 - 56  
57 - 60

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15



Springfield to Tulsa

(Mileage adjustments to be made the 1st and 16th day of each month)

Round Trips  
Started

Total Number  
Crews

0 - 5	1
6 - 10	2
11 - 15	3
16 - 20	4
21 - 25	5
26 - 30	6
31 - 35	7
36 - 40	8
41 - 45	9
46 - 50	10
51 - 55	11
56 - 60	12
61 - 65	13
66 - 70	14
71 - 75	15
76 - 80	16
81 - 85	17
86 - 90	18
91 - 95	19
96 - 100	20
101 - 105	21
106 - 110	22
111 - 115	23
116 - 120	24

Ft. Scott to Tulsa

(Mileage adjustments to be made the 1st and 16th day of each month)

<u>Round Trips Started</u>	<u>Total Number Crews</u>
0 - 6	1
7 - 11	2
12 - 17	3
18 - 22	4
23 - 28	5
29 - 33	6
34 - 39	7
40 - 44	8
45 - 50	9
51 - 55	10
56 - 61	11
62 - 67	12
68 - 72	13
73 - 78	14
79 - 84	15

MEMORANDUM OF AGREEMENT

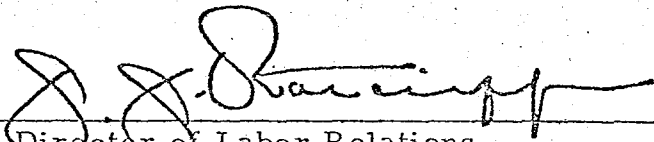
IT IS AGREED:

The provisions of Section 11 (c) of the Interdivisional Service Agreement signed this date shall also apply to Emergency Engineers provided the Brotherhood of Locomotive Engineers also agree.

Signed at Springfield, Missouri, November 5, 1976,  
and effective December 1, 1976.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: \_\_\_\_\_

  
Director of Labor Relations

FOR: UNITED TRANSPORTATION UNION-ENGINEMEN

By: \_\_\_\_\_

  
General Chairman

MEMORANDUM OF AGREEMENT

In connection with the bulletining and assignment of "Equalization Crews" under the provisions of Section 4 (b) of the Inter-divisional Service Agreement signed November 4 and effective December 1, 1976,

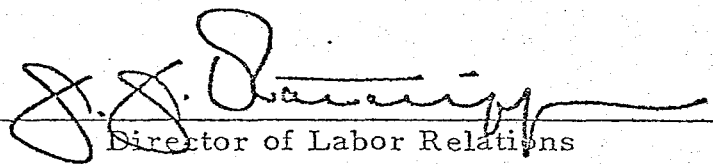
IT IS AGREED:

1. Any Brakeman with Conductor's seniority rights (even though he is working as a Brakeman) may bid in and be assigned to an "Equalization Assignment" that is bulletined for his seniority district.
2. Any Conductor or Brakeman who bids in and is assigned to an "Equalization Assignment" will be furnished lodging at Carrier expense, at the home terminal of the "Equalization Assignment" instead of at the "away-from-home terminal" of the Equalization Assignment. This provision is intended as the only exception to the provisions of the last sentence of Section 4 (b).

Signed at Springfield, Missouri, November 12, 1976 and effective December 1, 1976.

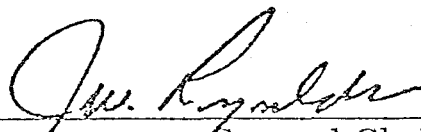
FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: \_\_\_\_\_

  
Director of Labor Relations

FOR: Conductors and Brakemen represented by the  
UNITED TRANSPORTATION UNION

By: \_\_\_\_\_

  
General Chairman

MEMORANDUM OF AGREEMENT

In connection with the bulletining and assignment of "Equalization Crews" under the provisions of Section 4 (b) of the Inter-divisional Service Agreement signed November 4 and effective December 1, 1976,

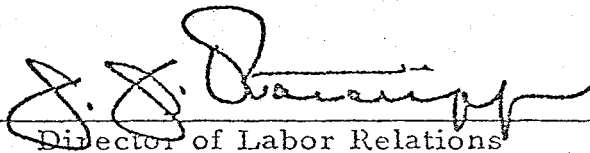
IT IS AGREED:

Any Fireman who bids in and is assigned to an "Equalization Assignment" will be furnished lodging at Carrier Expense, at the home terminal of the "Equalization Assignment" instead of at the "away-from-home terminal" of the Equalization Assignment. This provision is intended as the only exception to the provisions of the last sentence of Section 4 (b).

Signed at Springfield, Missouri, November 12, 1976 and effective December 1, 1976.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: \_\_\_\_\_

  
Director of Labor Relations

FOR: Firemen (Helpers) represented by the  
UNITED TRANSPORTATION UNION

By: \_\_\_\_\_

  
General Chairman

J. W. Reynolds --- "For your information."

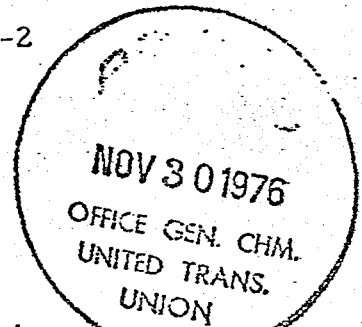
J. J. R.

Springfield - November 26, 1976

3000-238-2

Messrs.

B. J. Lutzenberger	R. L. Akins
C. C. Lane	J. E. O'Hearn
F. E. Wait	J. K. Vaden
W. R. Wallace	



In further reference to my letter November 19, 1976, concerning the revised Interdivisional Service Agreement with the UTU effective December 1, 1976.

Attached hereto are several copies of a notice addressed to Interdivisional Conductors and Brakemen and an example setting forth the registering procedure. Copy of both of these should be posted at the on/off duty points of Interdivisional Conductors and Brakemen.

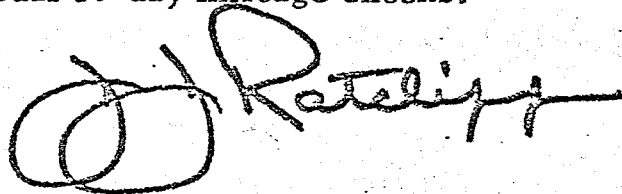
Also attached is a supply of the register form. These forms (one for each interdivisional crew) should be made available (possibly on a clipboard) at the Caller's office, showing the assigned "anniversary months." This should be done promptly since the existing interdivisional crews will have to register their current accumulated mileage as of November 30.

Normally, when train crews register their mileage for the round trip, you should have the Callers at least spot-check these registers to make sure that the crews are correctly registering their mileage. The Agreement actually requires us to make sure that the mileage is correctly registered.

Insofar as assigning the anniversary months are concerned, I would suggest that you assign the months so as to spread the work for extra men over an extended period. At Tulsa and Springfield, where you have two sets of interdivisional pool crews, you will need to avoid any duplication of anniversary months between the two sets of pools. Since you have one extra board in each craft that protects the vacancies in all of these pools, Messrs. O'Hearn or Lutzenberger may want to assign Ft. Scott interdivisional crews to various dates between the first and tenth of the month and the Springfield interdivisional crews anniversary dates that are staggered from the tenth through the twenty-ninth of the month. Staggering in this manner should probably be done for the "long east" and "long west" crews from the Springfield Seniority District. Spreading the work in this manner should also help to stabilize the extra boards. Incidentally, engine crews should also be assigned "anniversary months" in the same manner.

November 26, 1976

As you know, this new Agreement calls for us to make the equalization reports only twice a month, after December 1, 1976. So far as engine crews are concerned, these equalization reports are used only for equalization purposes but it will be necessary that you have the final figures for the report on the day following the close of the payroll period, because the total number of "starts" is to be the basis for adjusting the number of train crews. The number of engine crews is, of course, regulated on the basis of the usual 10-day mileage checks.

A handwritten signature in dark ink, appearing to read "J. Rateliff". The signature is written in a cursive style with a large, looped initial "J" and a long, sweeping horizontal stroke at the end.

Atts.

cc: Messrs.

B. C. Davidson  
V. J. Deckard  
R. A. Rorie  
J. C. Cowles  
M. L. Lamkin

September 14, 1977

Mr. W. L. Stephenson  
General Chairman  
United Transportation Union  
421 Buder Building  
St. Louis, Missouri 63101

Re: Interdivisional Service-Section 16 (c)  
Memorandum of Agreement effective  
December 1, 1976

---

Dear Sir and Brother:

Reference your letter August 30, 1977 regarding the above captioned reference which was discussed in our meeting at Tulsa recently.

I have thoroughly reviewed your letter, the attachments thereto, the Agreement, and have additionally discussed the matter with the Director of Labor Relations in conference on Wednesday, September 7, 1977; and after recollections of the conference commitments, discussions and conference notes I am of the opinion that the Carrier is correct in their interpretation.

Section 16 (c) reads:

"When overtime, initial terminal delay and final terminal delay accrue on the same trip, allowance will be the combined initial and final terminal delay time, or overtime, whichever is the greater."

I am of the opinion that the application of the above rule is as follows:

If a crew makes thirty minutes initial terminal delay and thirty minutes final terminal delay and fifteen minutes overtime, the crew would be paid the one hour initial and final terminal delay, and the overtime would be disregarded. If the crew made thirty minutes initial terminal delay and one hour and ten minutes overtime, the crew would be paid under the system rule, and that being the initial terminal delay would be run off and be prorated with the overtime.

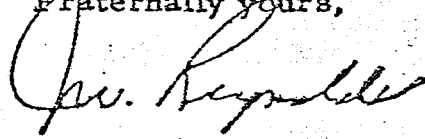
It is my opinion that all three conditions do have to be met before the greater is paid.



Mr. W. L. Stephenson  
September 14, 1977  
Page 2

I am of the opinion that you should forward the time claim to be placed in line for payment, however, I would like to discuss this with you further in our forthcoming meeting on September 15th and 16th because I do stand to be corrected.

Fraternally yours,

A handwritten signature in dark ink, appearing to read "J. W. Reynolds". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

J. W. Reynolds  
General Chairman

JWR/cc

Springfield - April 24, 1979

3014-23

3000-28

3000-238-2

Mr. R. L. Akins:

Reference your letter of April 18, 1979, concerning situation where Springfield Conductors or Brakemen working in Inter-divisional Service between St. Louis and Springfield on equalization crew (i.e., St. Louis home terminal) have placed a bid on interdivisional pool with Springfield as home terminal. You questioned if this is permissible under this Agreement.

Article 14, Section B(5) of the Conductors' and Brakemen's Schedule reads as follows:

"(5) A Conductor or Brakeman will not be permitted to bid from one crew to another in the same set of pool crews in the same grade of service (i.e., Conductor or Brakeman)."

These are different sets of pools, one has its home terminal at St. Louis, the other has home terminal at Springfield. Therefore, it is proper to permit a Conductor or Brakeman to bid from one set of pools to another.

I have discussed this matter with General Chairman Reynolds and he concurs with this interpretation of the Agreement.

Please be governed accordingly.

(Signed) J. L. Russell

*OK  
File  
JRS*

Springfield - November 29, 1977

3000-238-2

MEMO:

SUBJECT: Article 4 (b) of Memorandum of Agreement effective  
December 1, 1976.

Reference telephone conversation with Andy Wick at St. Louis. I talked to Mr. Ratcliff concerning the equalization pool (i.e., Springfield man working between St. Louis and Springfield).

UTU Local Chairman at St. Louis is maintaining that a Springfield promoted Brakeman on this crew would have to work on any St. Louis Conductor assignments if no extra board Conductors are available, in line with their Conductor seniority. Mr. Ratcliff says this is not correct.

If there are no available Conductors on the St. Louis Extra Board, then use the senior promoted Brakeman on the equalization crew as the Conductor and fill his Brakeman vacancy with an extra St. Louis Brakeman. If there are no promoted Brakemen on the equalization pool, use the senior available promoted emergency Conductor at St. Louis that he would use in filling a vacancy on any other interdivisional service pool crew.

J. R. K.

LOCAL MEMORANDUM OF AGREEMENT

(Applicable only in St. Louis Terminal)

## IT IS AGREED:

- (1) As far as Firemen are concerned in the St. Louis Terminal, total number of interdivisional crews will be regulated twice monthly in accordance with the total number of round trips started out of St. Louis Terminal in the previous payroll period, as indicated by Table 1 that is attached hereto. Adjustments in the number of crews at other than those two (2) regular semi-monthly adjustment dates (at 1201 on the first and sixteenth days of the calendar month) or any variations from these attachments may be made only by unanimous agreement between the designated Carrier representative and the two (2) Local Chairmen of the engine crafts in the St. Louis Terminal (Rolla Sub.).
- (2) When interdivisional engine crews are added or abolished, it will be done at 1201 and in the same manner that other pool crews are handled, including the provision that when a crew is added, it will be protected by extra men while under bulletin.
- (3) Each interdivisional engine crew will be held off after attaining a maximum of 3,800 miles in anniversary period.

This Agreement may be cancelled by either party hereto serving 15 days advance written notice on the other party.

Signed on January 30 and to be effective February 1, 1980.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By: [Signature]  
(Superintendent)

By: [Signature]  
(Director of Labor Relations)

FOR: Firemen represented by the UNITED TRANSPORTATION UNION

By: [Signature]  
(Local Chairman)

By: [Signature]  
(General Chairman)

Springfield to St. Louis Interdivisional Pool Crews

(Mileage adjustments to be made the 1st and 16th day of each month)

Round Trips  
Started

Total Number  
Crews

0 - 4	1
5 - 7	2
8 - 11	3
12 - 15	4
16 - 19	5
20 - 23	6
24 - 27	7
28 - 31	8
32 - 35	9
36 - 39	10
40 - 43	11
44 - 47	12
48 - 51	13
52 - 55	14
56 - 59	15

Springfield - March 3, 1980

Messrs. E. C. Swantner  
H. O. Buzbee

We are receiving complaints from the Organizations concerning our improper handling of Interdivisional Train Crews.

ID train crews will be handled by Chief Dispatcher in deadheading and operating crews in proper turn. The UTU has designated representatives to handle ID crews with Chief Dispatcher. No other Organization representative has authority to issue instructions pertaining to ID crews. We recently had a Local Chairman, other than the designated ID representative, call the Night Chief Dispatcher concerning excessive crews at a terminal. The Night Chief Dispatcher deadheaded two crews to the home terminal.

Effective this date, pursuant to ID Agreement in the handling of ID crews, the following will govern:

Chief Dispatcher will handle ID crews in freight service or in deadheading, and will comply with requests of the designated ID crew representative (if request is per agreement and Chief Dispatcher concurs with requested move).

The following UTU representatives have been designated to handle ID crews:

Cherokee Yard-Ft. Scott	Mr. Al Larson
Cherokee Yard-Springfield	Mr. Tom Esmond
Springfield-St. Louis	Mr. Chuck Graves
Springfield-Ft. Smith	Mr. Tom Pinkley
Springfield-Neodesha	Mr. Frank McCulley

When any of the above ID crew representatives will be absent for any length of time, i.e. vacation, etc., another UTU member will

Page 2

March 3, 1980

Messrs. Swantner  
Buzbee

be designated as representative during their absence.

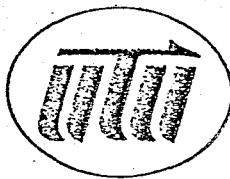
See that Night Chiefs are notified and that they comply with these instructions.

R. S. FULLER

RSF/mpc

cc: Messrs. J. L. Russell

J. W. Reynolds, General Chairman, UTU



## *united transportation union*

March 12, 1980

**RECEIVED**

**MAR 15 1980**

Mr. J. W. Reynolds  
General Chairman  
United Transportation Union

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

Dear Mr. Reynolds,

Am writing to you for an interpretation concerning ID crews used to perform work train service.

The facts are as follows:

An ID crew was called at Fort Scott for train #139 and was instructed by the station operator to "cut" the MKT interlocking. They were then told that they would take train KCCY-7 ( rail-test car and coaches) instead of #139. They operated train KCCY-7, testing rail, from Ft. Scott to Afton. There they exchanged locomotives with a Cherokee sub crew and performed revenue service Afton to Tulsa. The rail-test train was operated Eastward from Afton by the Cherokee sub crew.

My questions are:

- (1) Did the crew perform work train service Ft. Scott to Afton on train KCCY-7 as defined in Firemans schedule Article 5 sec. B (4) "other company (non-revenue) service"?
- (2) If so, am I correct in assuming that they would be entitled to 100 miles for service performed on train #139 at Fort Scott (cut MKT interlocking)?
- (3) If this is work train service, shouldn't it have been protected by short pool or "Bum" crew as provided for in ID agreement Paragraph 12 (b)?

Thanking you for the info in advance, I am,

Fraternally yours,

R. D. Kerley  
LC UTU-E L184



March 18, 1980

Mr. R. D. Kerley  
Local Chairman L-184  
1014 East Wall  
Ft. Scott, Kansas 66701

Dear Sir and Brother:

This will acknowledge your letter of March 13, 1980, requesting an interpretation pertaining to ID crews being used to perform work train service between Ft. Scott, Kansas and Afton, Oklahoma. You advised the facts are as follows:

"An ID crew was called at Fort Scott for train #139 and was instructed by the station operator to "cut" the MKT interlocking. They were then told that they would take train KCCY-7 (rail-test car and coaches) instead of #139. They operated train KCCY-7, testing rail, from Ft. Scott to Afton. There they exchanged locomotives with a Cherokee sub crew and performed revenue service Afton to Tulsa. The rail-test train was operated Eastward from Afton by the Cherokee sub crew."

Your three questions are:

- "(1) Did the crew perform work train service Ft. Scott to Afton on train KCCY-7 as defined in Firemans schedule Article 5 sec. B (4) "other company (non-revenue) service"?
- (2) If so, am I correct in assuming that they would be entitled to 100 miles for service performed on train #139 at Fort Scott (cut MKT interlocking)?
- (3) If this is work train service, shouldn't it have been protected by short pool or "Bum" crew as provided for in ID Agreement Paragraph 12 (b)?"

Section 12 (b), page 9, of the ID Service Agreement dated November 4, 1976, provides in part:

". . . all unassigned work train (which includes wrecker) service . . . will be protected by Short Pool Crews, . . ."

Mr. R. D. Kerley

March 18, 1980

Page 2

Section 12 (c) provides in part:

"Crews on interdivisional runs may be used en route to perform miscellaneous work train service for which an arbitrary allowance is paid. . . ."

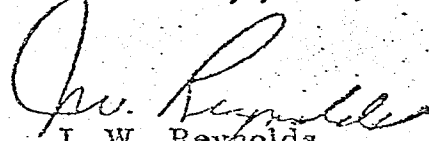
I am of the opinion that the crew was mishandled when they were required to operate the rail-test equipment Ft. Scott to Afton; therefore, they should submit a penalty time claim for such mishandling under the provisions of Section 12 (b) and (c) of the above mentioned agreement.

Additionally, I am of the opinion that the engine and ground service employees who would have been called to make up a "bum" crew as provided for in Section 12 (b) should also submit a penalty time claim, account not being called and used in accordance with the above cited agreement.

The work train service the ID crew performed by operating the rail-test equipment was not "miscellaneous" work train service as referred to in Section 12 (c). Miscellaneous work train service is when a crew is "used en route" to perform such service as unloading chatt, ties, or re-railing a derailed car that was derailed by another crew, and they are paid the arbitrary allowance for the service performed. The work performed as explained in your letter, i.e. operating rail-test equipment over one entire subdivision (Ft. Scott to Afton) is not miscellaneous work train service performed en route.

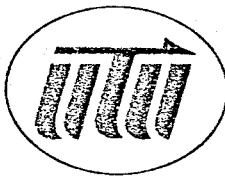
Trusting this answers your inquiry.

Fraternally yours,

  
J. W. Reynolds  
General Chairman

JWR/cc

cc: A. L. Larson, ID Rep.  
T. P. Murphy, LC-184  
J. T. Mullane, S&T-184  
T. E. Esmond, ID Rep.  
J. T. Barnes, LC-894  
L. C. Carter, LC-894  
Q. L. Quinten, Jr., LC-894  
C. E. Stuart, S&T-894



## *united transportation union*

April 29, 1980

Mr. J. W. Reynolds  
General Chairman  
Springfield, Mo.

Dear Brother Reynolds,

Am writing to you for interpretation of Article XII, section 3(d)(Interdivisional Service) of January 27, 1972 National Agreement. My question concerns the extent to which paragraph (d) applies to crews tied up account hours of service.

Recently a Fort Scott I.D. crew (Engineer H. E. Townsend, Conductor H. M. Davis and crew) was tied up at Peabody Mine after 12 hours on duty (train FTGY-1). Trainmaster Lee brought a relief crew by auto from Tulsa and drove the Fort Scott crew back to Tulsa. When the crew asked Mr. Lee if he would take them to eat before continuing on to Tulsa, he refused, referring to the above agreement. He said he would allow them to get "a can of pop and a bag of chips"; but that they had been paid \$1.50 not to eat, and he would not allow them to do so.

It is my understanding that the \$1.50 no stop agreement was to prevent delay on interdivisional runs, not to prevent crews from eating indefinitely. By the time the crew in this instance arrived at Tulsa and tied up, they had not had a chance to eat for nearly 15 hours. (on duty Fort Scott 2330, 4-25-80; tie up Tulsa 1405, 4-26-80).

I realize that Section 3(d) of the above-mentioned National Agreement provides that "the carrier shall determine the conditions under which such crews may stop to eat". However, the same Section 3 states that "reasonable and practical conditions shall govern".

I would appreciate your comments as to whether the carrier is within its managerial rights to refuse a meal period to crews in such instances.

Fraternally yours,

R. D. Kerley  
LC - L184  
Fort Scott, Ks.

RECEIVED

MAY 05 1980

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

June 11, 1980

Mr. R. D. Kerley  
Local Chairman L-184  
1014 East Wall  
Ft. Scott, Kansas 66701

Dear Sir and Brother:

This will acknowledge and reply to your letter of April 29, 1980, wherein you requested an interpretation of Article XII, captioned "Interdivisional Service," Section 3 (d) of the January 27, 1972 National Mediation Agreement.

First, let me apologize for the length of time I have taken to answer your letter, but because of the tremendous work load that has been placed on this office and the volume of correspondence received daily it is a touch-and-go situation, and we are getting to each item as expediently as possible.

My understanding of your request for an interpretation deals with the \$1.50 meal allowance for crews not stopping to eat while in interdivisional service; however, your example is somewhat unique inasmuch as the crew ceased to be in interdivisional service in my opinion when they tied up under the Hours of Service Act, and the Carrier acted in a most inhumane manner when they would not permit the crew to get something to eat after being on duty in excess of 12 hours.

In my opinion the National Agreement did not contemplate that the \$1.50 was to circumvent all eating privileges; however, an interpretation of that nature should be made by the International President's office. I am of the opinion that this is a matter which would fall within the scope of a legitimate grievance and should be handled in writing with the respective Superintendent(s), and if it is not satisfactorily resolved at the local level then it should be appealed to our office.

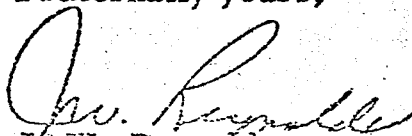
As to whether the manner in which the Carrier treated this crew is a managerial prerogative, again I am of the opinion that this would be a point that must be decided by the International President's office, as they are one of the parties

Mr. R. D. Kerley  
June 11, 1980  
Page 2

who authored that portion of the National Agreement and made it mandatory and incumbent on the General Chairmen to place that into any interdivisional run agreement that was negotiated, much to my dislike.

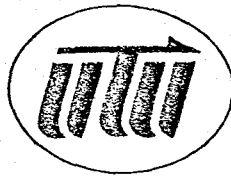
With kindest personal regards and assuring you of my desire to always be helpful, I am

Fraternally yours,

  
J. W. Reynolds  
General Chairman

JWR/cc

cc: T. P. Murphy, LC-184  
J. T. Mullane, S&T-184  
A. L. Larson, ID Rep.



## ***united transportation union***

August 12, 1980

L. J. Finer,  
Local Chairman (B)  
1901 John Drive  
High Ridge, MO 63049

L. C. Leake,  
Local Chairman (A)  
Rt. 3, Box 132  
Rolla, MO 65401

**RECEIVED**

**OCT 15 1980**

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

Dear Sir and Brothers:

Reference your letter dated July 3, 1980, regarding the equalization of mileage between St. Louis and Springfield, Missouri.

I have discussed this with Local Chairman, J. M. Widdick, and we are in agreement that the mileage should be changed from 3500 miles to 3695 miles.

I will be forwarding a letter to Chief Caller, Andy Nick in St. Louis, Missouri, requesting the equalization job be bulletin at 3695.

Fraternally yours,

*C. W. Graves*

C. W. Graves,  
Local Chairman (C),  
IS Representative  
Rt. 1, Box 374  
Stratford, MO 65757

cc: J.M. Widdick, L-303  
J. L. Reynolds, General Chairman

J. L. Reynolds

December 16, 1981

Mr. J. R. Hasten  
Secretary L-303  
1026 Beverly Hills Drive  
Springfield, Missouri 65803

Dear Sir and Brother:

This will have further reference your letter of November 24, 1981, in regard to the following:

"Also, a ballot was mailed in October and opened at the regular meeting, November 12, 1981, mailed to all regular members in good standing, to return to the old yard stick mileage agreement, (1650 to 1900) and do away with starts on ID runs. The vote was, 106 members voted to return to the old yard stick agreement, and 41 voted to retain starts. Brother Vahldick brought up the question and asked me to ask you, if Article 80 of the UTU Constitution would apply to this proposal, as far as voter eligibility is concerned."

Not only is Article 80 involved, but also Article 85. It is my understanding that all Brakemen, Conductors, and Yardmen working under the jurisdiction of Local 303 on the Combined Springfield Seniority District were permitted to vote. It is my considered opinion that this is most improper.

In no way am I attempting to place an interpretation on the organic law of the UTU Constitution, as that authority rests solely with President F. A. Hardin; however, my opinion is based on the reading of the Constitution and prior interpretations by the President in related matters.

It must be kept in mind that there are two interdivisional service agreements involved, one effecting those employees working between Springfield and St. Louis and Springfield and Tulsa, Oklahoma, and the other effecting the employees between Springfield and Ft. Smith, Arkansas and Springfield and Neodesha, Kansas. It must also be kept in mind that "prior rights" employees are involved in all of the agreements.

Mr. J. R. Hasten  
December 16, 1981  
Page 2

Based on what I have said above I cannot give consideration to the action of the Local until such time as the voting procedures of the Constitution are complied with in their entirety, and any request for interpretations thereof should be directed to the International President's office.

Fraternally yours,

ORIGINAL SIGNED BY,  
J. W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/cp  
cc: Local Chairmen L-303





***united transportation union***

Mr. Steve L. Weatherby  
Superintendent Operation  
Springfield, Mo.

June 24, 1992

Re: Implementation Attachment # 4  
Crew Consist Agreement

Dear Sir:

With this letter, I am requesting the implementation of Attachment # 4 of the Oct. 25, 1991 Crew Consist Agreement, on the Spfld. to Tulsa Subdivision. (2nd Sub.)

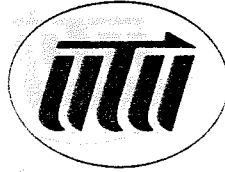
Below is proposed start table to be used on the 2nd Subdivision.

0 - 6	Starts-----	1 Pool
7 - 11	Starts-----	2 Pools
12 - 16	Starts-----	3 Pools
17 - 21	Starts-----	4 Pools
22 - 26	Starts-----	5 Pools
27 - 31	Starts-----	6 Pools

Respectfully,

J.L. Russell  
Local Chairman  
Spfld. & Lebanon Subs.

cc: C.M. Vahldick, Gen. Chairman



## ***united transportation union***

6115 Kingsway Drive  
House Springs MO 63051  
January 26, 1993

**RECEIVED**

FEB 2 1993

Mr. S.L. Weatherby  
Division Superintendent  
3253 E. Chestnut Expressway  
Springfield, MO 65802

OFFICE OF THE  
GENERAL CHAIRMAN  
UTU

Mr. Weatherby

This letter is to inform you that as Local Chairman of Conductor' and Brakeman's St. Louis I'am changing the interdivisional Pool starts table, because of the increase in the daily mileage to 122mile as a basic day for pay.

This is in reference to Section 7(a) of the December 1, 1976 "Four Territories" Memorandum of Agreement, applicable to Springfield to St. Louis interdivisional pool mileage adjustment, is hereby revised as per the attached table.

0-5 1Pool  
6-8 2Pools  
9-12 3 Pools  
13-17 4 Pools  
18-21 5 Pools  
22-25 6 Pools  
26-29 7Pools  
30-33 8 Pools  
34-37 9Pools  
38-41 10 Pools  
42-45 11 Pools  
46-49 12 Pools  
50-54 13 Pools  
55-59 14 Pools  
60-61 15 Pools

Sincerely,

John M. Robb  
Local Chairman  
U.T.U. Conductor Brakeman 1388

CC. General Chairman U.T.U.  
CC. Terminal Manager St. Louis