

## INDEX

### MADILL ID AGREEMENT

#### ASSIGNMENTS

Establishment - Long Pools . . . . .	2(a)
Establishment - Short Pools . . . . .	2(b)
Used Off . . . . .	11(c)
Relief . . . . .	20(a)
. . . . .	20(b)

BULLETINS - EQUALIZATION MILEAGE . . . . .	M/A 1-11-83
	2(c)

CALLED AND NOT USED . . . . .	9(a)
. . . . .	9(b)

CALLING TIME . . . . .	22(a)
------------------------	-------

CONFERENCES ON ID SERVICE AGREEMENT . . . . .	18
---	----

#### DEADHEADING

Home Out of Turn . . . . .	10
How Paid . . . . .	13
Meal Allowance . . . . .	15
Towed or Deadheaded to Terminal . . . . .	12(e)

EMERGENCY CONDUCTORS . . . . .	11(c)
--------------------------------	-------

#### EXERCISE OF SENIORITY

At Home Terminal . . . . .	6(c)
Away From Home Terminal . . . . .	6(c)

EXPENSES - TELEPHONE . . . . .	22(b)
--------------------------------	-------

EXTRA INTERDIVISIONAL SERVICE CREWS . . . . .	10(a)
---	-------

HOME TERMINAL . . . . .	6(c)
INAUGURATION OF SERVICE . . . . .	19(a)
INVESTIGATIONS . . . . .	14
LAYING OFF AT HOME TERMINAL . . . . .	6(c)
LEARNING THE ROAD . . . . .	19(c)
LOCAL FREIGHT . . . . .	2(c)
LODGING . . . . .	17
MEAL ALLOWANCE (SERVICE OR DEADHEAD) . . . . .	15
MILEAGE	
Anniversary Date - Pool Crews . . . . .	8(b)
Limitation - Individual . . . . .	8(a)
Maximum - Hold Off . . . . .	8(a)
Register Pay Miles . . . . .	8(c)
Madill to Ft. Worth . . . . .	4(b)
Tulsa to Madill . . . . .	4(a)
Tulsa to Sherman . . . . .	4(c)
NATIONAL AGREEMENT - APPLY . . . . .	15
OVERTIME . . . . .	16(a)
PILOTS . . . . .	19(b)

POOL CREWS

Abolish . . . . .	7(b)
Add . . . . .	7(b)
Anniversary Date . . . . .	8(b)
Held Off Maximum Miles . . . . .	8(a)
Register Pay Miles . . . . .	8(c)
Regulation . . . . .	5(a)
Short (Pools) - Unavailable . . . . .	10(b)

PRIOR RIGHTS . . . . . M/A 5-19-82

RELIEF ASSIGNMENTS . . . . .	20(a)
. . . . .	20(b)

RUNAROUND

Not Rested . . . . .	5(a)
. . . . .	9(c)
Restored to Turn . . . . .	9(d)

SENIORITY

District . . . . .	M/A 1-11-83
Prior Rights . . . . .	M/A 5-19-82

STATEMENT - TRIPS STARTED . . . . .	6(b)
TERMINAL DELAY - Final . . . . .	16(c)
TERMINAL DELAY - Initial . . . . .	16(b)
TIED UP BETWEEN TERMINALS . . . . .	12(e)

TRIPS - STATEMENT . . . . . 6(b)

TURNED BACK TO INITIAL TERMINAL . . . . .	12(e)
. . . . .	12(g)

WORK TRAIN SERVICE . . . . .	12(b)
Miscellaneous En Route . . . . .	12(c)
Wrecker . . . . .	12(d)

## 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 the specified territories, subject to the following provisions of this Agreement.

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

1. Interdivisional through freight service may be operated (subject to the application of the conversion rule) on the territory between Tulsa and Madill (both directions), between Madill and Ft. Worth (both directions), and/or between Tulsa and Sherman (both directions).
2. (a) Interdivisional through freight service on the Tulsa-Madill and Madill-Ft. Worth territories shall be protected by separate "Long Pool Crews," with home terminals at Tulsa, Madill and Ft. Worth, that are to be assigned solely to the protection of such interdivisional service but otherwise covered by existing agreements and understandings (including mileage regulation agreements) except as otherwise specified in this Agreement.  
  
(b) Separate "Short Pool Crews" assigned solely to any of the subdivisions in these 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, 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), except as otherwise provided herein, shall be protected by crews made up of extra men.

- (c) Regular assigned service (i. e., local freight, road switcher, etc.) may be established to operate over all or part of these two territories (Tulsa-Madill and Madill-Ft. Worth) under the system agreement rules applicable to such service except that the manning of the crew or crews will be subject to equalization between employees of the present seniority districts if the assignment is to operate on more than one of the present seniority districts.

- 3. (a) On the effective date of this Agreement, the seniority dates of individual employees on the 2 seniority districts shall become their "prior rights" seniority date(s) which they may thereafter use to obtain assignments that work solely on their former seniority district or to obtain assignments that are allocated to employees of their former seniority district by this Agreement.

- (b) On the effective date of this Agreement, the names on the seniority rosters of the former Creek and Sherman Seniority District shall be placed on the bottom of the Ft. Worth Seniority District and the names on the seniority roster of the former Ft. Worth Seniority District shall be placed on the bottom of the Creek and Sherman Seniority District. Employees establishing seniority after the date of this Agreement shall establish the one date on a common seniority roster.

- (c) Those employees who held assignments on the Sherman Subdivision on the date of this Agreement will retain "prior rights" to the assignments that are established at Madill. When no "prior rights"

*See M/A dated  
5-25-82*

MEMORANDUM OF AGREEMENT

IT IS AGREED:

In regard to conductor and brakeman assignments in regularly assigned road freight service (i.e. mine switcher, road switcher, and local freight assignments) that are assigned to operate through or on territory both north and south of Francis, Oklahoma, the following assignment rules shall apply:

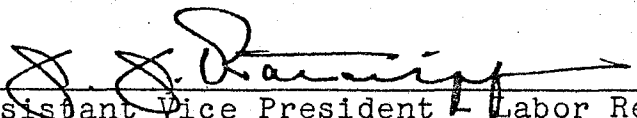
- (1) There shall be no differentiation between prior rights employees of the former "Creek and Sherman Seniority District" insofar as the exercise of seniority rights (i.e. bidding, or bumping on regular assignments, and claiming of 6-day vacancies) to such regular assignments. That is, the differentiation between "Sherman prior rights" and "Creek prior rights" shall not apply. (See the Madill Interdivisional Service Agreement signed April 20, 1981.) Thus, on bulletined permanent vacancies on such assignments the senior, "Creek and Sherman District" prior rights employee bidding on the vacancy will be assigned. Likewise, a senior displaced "Creek and Sherman District" prior rights employee may displace a junior "Creek and Sherman District" prior rights employee.
- (2) Extra work on such assignment will be protected by the Madill or Tulsa extra board depending upon the location of the layover point of the assignment. That is, if the layover point is at Francis or on the territory between Francis and Sherman, the Madill extra board shall protect the vacancy and if the layover point is north of Francis the vacancy shall be protected by the Tulsa extra board. If there is no extra board being maintained at Madill, the vacancy will be protected by the Tulsa extra board if the layover point is at or between Madill and Tulsa.
- (3) Forced assignments to such regular assignments shall be made on the same basis as Paragraph (2), above, provides for extra work.

(4) This agreement cancels and supersedes the  
Memorandum of Agreement signed October 26, 1981.

Signed at St. Paul, Minnesota this 19<sup>th</sup> day of May,  
1982 and effective May 25, 1982:

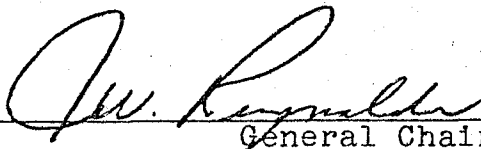
FOR: BURLINGTON NORTHERN RAILROAD COMPANY  
(Formerly St. Louis-San Francisco Railway Company)

BY:

  
Assistant Vice President - Labor Relations

FOR: Conductors and Brakemen  
represented by the  
UNITED TRANSPORTATION UNION

BY:

  
General Chairman

employees holding an assignment (including extra board) on the Creek Subdivision on the date of this Agreement.

"Sherman Subdivision employees" as used in this Section 4, means those Creek and Sherman Seniority District employees holding an assignment (including extra board) on the Sherman Subdivision or Sherman Yard on the date of this Agreement.

"Ft. Worth Subdivision employees" as used in this Section 4, means those employees who hold seniority on the Ft. Worth Seniority District on the date of this Agreement.

5. (a) Except as otherwise provided in this Agreement, pool crews in interdivisional service on the Tulsa-Madill territory (Creek and Sherman Subdivisions) and on the Madill-Ft. Worth territory (Sherman and Ft. Worth Subdivisions) will be alternated between Tulsa and Madill on a 2-to-1 basis (e.g., 2 Creek crews, then 1 Sherman crew, then 2 Creek crews, etc.) out of both terminals of each territory and will be alternated between Madill and Ft. Worth on a 2-to-1 basis (e.g., 2 Ft. Worth crews, then 1 Sherman crew, then 2 Ft. Worth crews, etc.) out of both terminals of each 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) in order to restore the balance.
- (b) Assigned through freight service between Tulsa and Sherman will alternate on a 1-to-1 basis. There will be 2 Creek crews assigned to work out of Tulsa and 2 Sherman crews assigned to work out of Sherman for each daily set of trains (i.e., 1 northbound and 1 southbound, daily) assigned in this



employe bids on any assignment with home terminal at Madill, that assignment may be transferred to Ft. Worth or Tulsa and the Carrier and the Organization will meet at the local level in order to agree on changes in the rotation specified in this Agreement.

- (d) The description of the involved seniority districts in the Conductors' and Brakemen's and Firemen's system agreements shall be changed to conform to this Section 3.

4.\* (a) Actual miles to be run in interdivisional service between Tulsa and Madill are 177.6 miles. Actual mileage of the Creek Subdivision is 113.7 miles and of the Sherman Subdivision is 63.9 miles. Thus Creek Subdivision employees will be entitled to 64% and Sherman Subdivision employees will be entitled to 36% of the total train miles in interdivisional service between Tulsa and Madill.

(b) The actual mileage between Madill and Ft. Worth is 139.2 miles. Actual mileage of the Sherman Subdivision is 43.1 miles and of the Ft. Worth Subdivision is 96.1 miles. Thus Sherman Subdivision employees will be entitled to 31% and Ft. Worth Subdivision employees will be entitled to 69% of the total train miles in interdivisional service between Madill and Ft. Worth.

(c) The actual mileage for a through freight assignment operating between Tulsa and Sherman is 220 miles. Actual mileage of the Creek Subdivision is 114 miles and on 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 made by such an assignment.

(d) "Creek Subdivision employees" as used in this Section 4, means those Creek and Sherman Seniority District

service. These crews are pool crews and the agreement rules applicable to pool service (e. g., Held Away from Home Terminal, Article 35, Section A of the Conductors' and Brakemen's Schedule and Article 8, Section C of the Firemen's Schedule) will apply.

- \* (c) The proration of train mileage on both of the first above-mentioned 2 interdivisional territories shall be equalized when the accumulation of mileage (at the rate of 7 train miles for each one-way trip by a Creek crew on the Tulsa-Madill territory and 10 train miles for each one-way trip by a Sherman crew on the Madill-Ft. Worth territory) equals 3,500 train miles. When 3,500 miles are thus accumulated, the junior interdivisional pool crew on the Creek Subdivision will be bulletined to employees on the Sherman Subdivision, or on the other end, a Sherman Subdivision crew will be bulletined to the Ft. Worth Subdivision, respectively. The assigned employees on those junior pool crews will remain on the assignment during this 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 the 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.

- (d) Any Conductor, Brakeman, or Fireman who bids in and is assigned to an equalization assignment will be furnished lodging at Carrier expense at the home

*Revised*  
1-15-83  
MA

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 5 (c).

6. (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 5 (c) hereof). Copy of these statements will be furnished to the Local and General Chairmen. 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) Madill will be the home terminal of present employees on the Sherman Subdivision. The home terminal for the Creek Subdivision will remain at Tulsa and the home terminal of the Ft. Worth Subdivision will remain at Ft. Worth. All laying off, reporting for duty and displacements shall be done at the home terminal (except individuals may lay off only in case of sickness at the away-from-home terminal). If an interdivisional pool or assigned through freight employe 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 deadheaded back to his Extra Board point (with deadhead pay).

7. (APPLICABLE TO CONDUCTORS AND BRAKEMEN ONLY)

- (a) As far as Conductors and Brakemen are concerned, the total number of interdivisional pool 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 1st 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 pool 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, and when one is abolished 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 3,800 pay-mile monthly limitation, i. e., they will not be called for further service (that month) at their home terminal after they have made 3,800 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 3,800 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 he registers off duty) the total pay miles made for that round trip and his accumulated total pay miles for that anniversary month. Failing to so register, he will not be called for subsequent service until he has 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 3,800-mile limitation.
- (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.

*See M/A dated*

*1-12-84*

- (f) ~~When a Conductor or Brakeman is used off his interdivisional 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.~~
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 employe leaves his residence or (away from home) lodging facility, the foregoing sentence (and payments) does 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.

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

*See L/U of 1-25-82* (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 one hour after they register off duty (or register their arrival, when deadheading).

10. An interdivisional crew, at their 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.

- See M/O*  
*dated 12-24-76*
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 deadheaded back to his home Extra Board point with deadhead pay.
- (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. Conductor vacancies in interdivisional service will be filled in accordance with Article 21, Section A of the system Conductors' and Brakemen's Schedule.
12. (a) Except as otherwise provided herein, pool crews that are called to operate solely on one subdivision or between presently existing district terminals of that one subdivision shall be "Short Pool Crews" from that seniority district (as presently constituted). 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.

(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, 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

*See R/U dated*

*7-30-84*

*See R/U of 12-16-81*

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.

- (f) If the 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 the crew that is tied up en route, and then 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 Schedule 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, and Article XIII (except as otherwise provided in this Agreement). In connection with Section 3 (d) of Article XII, 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 pool crew 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 3/16ths of the daily rate per hour.

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

Initial terminal delay shall be paid on a minute basis to employees in through freight service after 30 minutes unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at 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 30 minutes after which initial terminal delay payment begins.

EXCEPTION to the provisions of this Paragraph (b): Interdivisional crews called to report at Ft. Worth to deadhead to Irving, who operate a train out of Irving to Madill, shall be allowed Initial Terminal Delay after 75 minutes computed from the time they are instructed to report at Ft. Worth up to the time their "train leaves the terminal" at Irving (subject also to the deduction of time for which an arbitrary is paid at Irving and the other exceptions contained in this rule).

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 operation of these interdivisional crews.
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 9 of the Conductors' and Brakemen's Schedule 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. (a) Regular relief assignments (crews or individuals) may be established to protect rest day relief work on locals or road switchers assigned at Irving. If there is an insufficient number of rest days available for such a regular relief assignment, the Carrier

can create additional day(s) of work (that are not relief on any particular regular assignment) in order to permit the establishment of the relief assignment.

- (b) If there is not sufficient work solely as Brakeman or solely as Conductor to permit the creation of such an assignment solely in the one craft, a combination Conductor/Brakeman relief assignment may be created and bulletined as a Conductor assignment. Such combination relief assignments shall be paid Conductor rate of pay each assigned day.

21. (a) This Agreement shall be construed as a separate Agreement by and on behalf of the Carrier insofar as the Conductors' and Brakemen's Schedule and the Firemen's Schedule Agreements are concerned.

- (b) 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 territories.

- (c) 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. Similarly, the filling of Brakeman and Yardman vacancies shall be governed by and subject to the provisions of the Crew Consist Agreement effective August 1, 1980.

*See R/UA dated 3-2-84* 22. (a) The Carrier will attempt to give employees (who do not move their residences from Sherman to Madill and who are assigned at Madill) a 2-hour advance call when they are being called to go on duty at Madill. It is recognized that this may not be practical or possible in all cases, but a good-faith effort will be made.

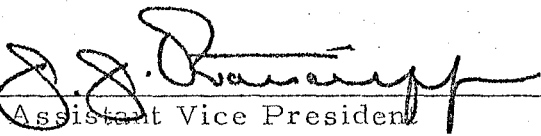
(b) When calling the above-referred to employees at Sherman (and vicinity) the Carrier shall assume any expense for telephone toll charges to call the employee at Sherman, but the individual employee shall be liable for any toll charge between Sherman and his residence.

23. Madill, Oklahoma, will be a common station for all road crews operating in to and out of that point and those road crews may be required to perform any work at this location. (Exception: Hugo District crews will be permitted to perform only that work at Madill that they could perform prior to the date of this Agreement.) Should yard service be established, it will be subject to the exercise of "prior rights" of Sherman District employees.

Signed at St. Paul, Minnesota, April 20, 1981.

FOR: BURLINGTON NORTHERN INC.  
(Former St. Louis-San Francisco Railway  
Company)

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

  
Assistant Vice President

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

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

  
General Chairman



Madill to Fort Worth

(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 - 12	2
13 - 19	3
20 - 25	4
26 - 32	5
33 - 38	6
39 - 45	7
46 - 51	8
52 - 58	9
59 - 64	10
65 - 71	11
72 - 77	12
78 - 84	13
85 - 90	14
91 - 96	15
97 - 103	16
104 - 109	17
110 - 116	18
117 - 122	19
123 - 129	20

Tulsa to Madill

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

<u>Round Trips Started</u>	<u>Total Number Crews</u>
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 - 81	16
82 - 86	17
87 - 91	18
92 - 96	19
97 - 101	20
102 - 106	21
107 - 111	22
112 - 116	23
117 - 121	24

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BURLINGTON NORTHERN RAILROAD COMPANY  
AND  
UNITED TRANSPORTATION UNION**

WHEREAS the April 20, 1981 Tulsa-Madill-Fort Worth Interdivisional Run Agreement contained no provision for the continuation of a Brakemen's Extra Board at Madill, Oklahoma, when Sherman Subdivision "prior rights" employees are all assigned to regular positions; and

WHEREAS the parties desire to maintain a Brakemen's Extra Board at Madill, Oklahoma, to protect vacancies on assignments operating over the former Sherman Subdivision:

**IT IS AGREED:**

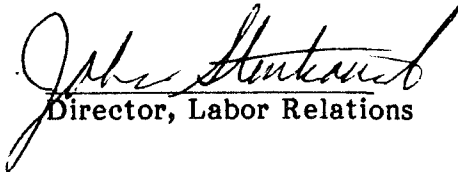
1. A Madill Brakemen's Extra Board may be established and maintained in accordance with Article 19, Section A of the Conductors' and Brakemen's Schedule.
  - (a) Madill shall be the home terminal for employees assigned to the Madill Brakemen's Extra Board.
  - (b) So long as the Madill Brakemen's Extra Board is being maintained, employees assigned thereto will protect all extra work on the former Sherman Subdivision.
  - (c) Establishment and maintenance of the Brakemen's Extra Board will not result in modification of the August 1, 1980 Crew Consist Agreement, nor will this agreement modify or expand any existing "prior rights" seniority entitlements contained in the April 20, 1981 Agreement.
2. In addition to the bidding and displacement rights contained in the system schedule rules, Tulsa-Madill-Fort Worth employees will be allowed exercise of seniority between the extra boards maintained at those three home terminals as follows:
  - (a) For each of these terminals, the Crew Caller will maintain a list of those employees who have signified in writing (with a copy to the Local Chairman) their desire to be assigned to that extra board.
  - (b) When that extra board is increased, the senior employee(s) on that list will be assigned with "prior rights" employees being given preference on their "prior rights" district.

Signed at Englewood, Colorado, this 22nd day of February, 1990.

FOR: Burlington Northern  
Railroad Company

FOR: United Transportation Union

By:

  
Director, Labor Relations

  
General Chairman

MEMORANDUM OF AGREEMENT  
BETWEEN  
BURLINGTON NORTHERN RAILROAD COMPANY  
AND  
UNITED TRANSPORTATION UNION

In connection with and in consideration of the Agreement of this date providing for the establishment of a Madill, Oklahoma Brakemen's Extra Board;

IT IS AGREED:

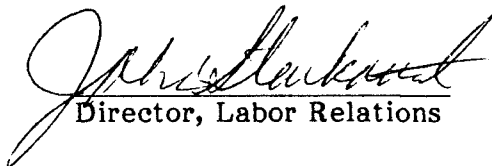
1. Sherman Subdivision "prior rights" employees force assigned to assignments home terminated at Ada, Oklahoma, will be allowed the use of company-provided lodging at no expense to the employee, up to a maximum of the number of days the force-assigned employee works on the assignment.
  - (a) This agreement does not provide for a cash allowance in lieu of lodging.
  - (b) A force-assigned employee receiving company furnished lodging at Ada under this Agreement will not be eligible for such lodging during the time that any junior employee is permanently assigned to a regular assignment (i.e., not the Extra Board) which the force-assigned employee could hold at Madill.

Signed at Englewood, Colorado, this 22nd day of February, 1990.

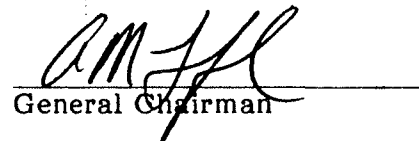
FOR: Burlington Northern  
Railroad Company

FOR: United Transportation Union

BY:

  
Director, Labor Relations

BY:

  
General Chairman



**BURLINGTON NORTHERN RAILROAD** 707

LABOR RELATIONS DEPARTMENT

373 Inverness Drive South  
Englewood, Colorado 80112  
Telephone (303) 220-3444

February 22, 1990

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

Dear Mr. Lankford:

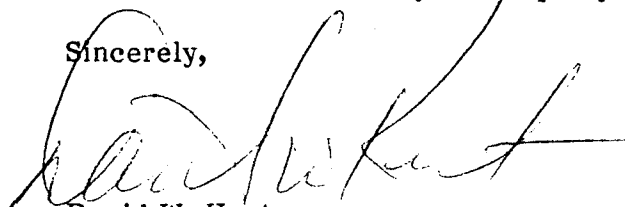
The purpose of this letter is to confirm our conversation that in connection with the agreement of this date providing for the establishment of a Madill, Oklahoma Brakemen's Extra Board, the following understanding was reached.

As you know, the Fort Worth Division employees identified on the attached list signed an individual agreement when they transferred from their home seniority district to other seniority districts on the Fort Worth Division. Under the terms of the individual agreements, the employees agreed to be treated as "new hires" under the terms of the 1985 UTU National Agreement insofar as all aspects of compensation are concerned while employed on the new seniority district. It is understood that on the effective date that the Madill Extra Board Agreement is adopted, these employees will be immediately accelerated to 100% pay and the agreements signed by these employees will be rescinded effective upon the adoption of the Madill Extra Board Agreement. These employees will hereafter be treated as having transferred seniority districts under the applicable terms of the Schedule Agreement. It is further understood that the affected employees are not entitled to backpay as a result of this letter of understanding.

This understanding applies only to the extent specified and does not serve to alter any other provisions of the collective bargaining agreement which apply to employees who transfer between seniority districts on or after October 31, 1985.

This understanding is made without prejudice to either parties' position and will not be referred to by either party in any other case or circumstance.

Sincerely,

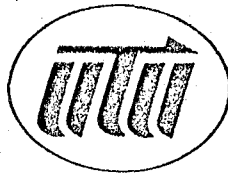


David W. Kent  
Assistant Director  
Labor Relations

Agreed to:



General Chairman - UTU



*united transportation union*

JOE L. SCIVALLY  
Rt. 1, Box 120A  
Madill, OK 73446  
Ph. (405) 795-2236  
7-28-84

Mr. Reynolds,

Enclosed is a copy of the equilization agreement, for  
Brakemen on the Madill-Irving Locals, for your approval.  
The company immediately put it into affect.

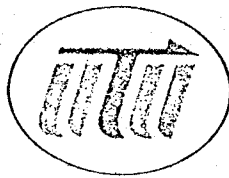
Fraternally yours,

J.L. Scivally  
L.C.- B 949

**RECEIVED**

**AUG 03 1984**

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION



## *United Transportation Union*

JOE L. SCIVALLY  
Rt. 1, Box 120A  
Madill, OK 73446  
Ph. (405) 795-2236

### MEMORANDUM OF AGREEMENT

IT IS AGREED;

(1). Local service between Madill and Irving will be maintained by two crews. One crew working out of Madill and One working out of Irving.

(2). The crew working out of Irving will consist of two Fort Worth Brakemen.

The crew working out of Madill will be maintained by 1 Madill Brakeman for 12 months, and one Madill brakeman for 32 weeks, and one FortWorth brakeman for 21 weeks.:

(3). One brakeman job will be assigned to Fort Worth men July 20, and resigned to Madill men on December 14.

Signed for Brakemen.

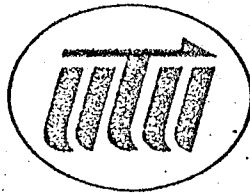
Ed, Blanchard Ed. Blanchard Date 7-16-81

Joe Scivally Joe Scivally Date 7-16-81



# united transportation union

W. REYNOLDS  
General Chairman



227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807

BURLINGTON NORTHERN (FORMER FRISCO)

SAND SPRINGS RAILWAY

August 3, 1984

Messrs: C. W. Briggs, Local Chairman L-949  
J. L. Scivally, Local Chairman L-949  
E. A. Blanchard, Local Chairman L-243

Dear Sirs and Brothers:

As you will note from my enclosed letter to Mr. L. R. Burk, Regional Director Employee Relations, I have requested to confer with him in an effort to reduce to writing and agree to procedures for equalization of work on trains 93652 and 93653.

In my opinion, the Agreement should properly cover all three crafts, i. e., Brakemen, Conductors and Firemen. Therefore, it is my request that you immediately notify me in writing, detailing the equalization you have agreed to for the crafts you each represent. If you have not reached agreement with the Carrier, or with each other, advise me specifically what you want.

This situation has gone on much too long. It is imperative that we now reach the proper written Agreement. Will you please give me your earliest possible responses.

Fraternaly yours,

ORIGINAL SIGNED BY  
J. W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/cp

cc: D. L. Apker, S&T-949  
R. L. Stanley, Secy. L-243

August 3, 1984

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

Dear Mr. Burk:

It appears that local Carrier and Organization officers on the Fort Worth-Madill interdivisional territory are having an inordinate amount of difficulty reducing to writing the equalization procedures in use for trains 93652 and 93653, tri-weekly interdivisional locals with Saturday rest days, home terminalled at Irving, Texas and Madill, Oklahoma, respectively.

Since the writing of my June 15, 1984 letter on this subject, copy of which is attached, the only evidence I have received of an equalization agreement being consummated for those two ID locals is Madill, Oklahoma Local Chairman J. L. Scivally's letter of July 28, 1984 with a one-legged agreement signed by him and Fort Worth, Texas Local Chairman E. A. Blanchard. Copies of those documents are attached. We note that Local Chairman Scivally advises that the Carrier has placed the equalization procedure in effect.

The April 20, 1981 Memorandum of Agreement establishing ID service between Fort Worth and Madill requires a written agreement to cover equalization when ID locals are established. In my opinion, such agreements should properly be made before such locals are established.

In my opinion, the circumstances now dictate the involvement of our offices, with an eye toward signing an agreement similar to the August 4, 1981 Memorandum of Agreement over the signatures of Assistant to Vice President W. C. Sheak and the undersigned, copy attached.

Mr. L. R. Burk

- 2 -

August 3, 1984

I am, this date, writing all involved UTU Local Chairman representing Brakemen, Conductors, and Firemen on the Fort Worth-Madill ID territory, asking them to describe the equalization, if any, agreed to and in use for their crafts on trains 93652 and 93653. When I receive that information, it is my request that we meet immediately and consummate the appropriate agreement.

This letter is written to alert you to the situation and give you time to contact your local officers, should you desire to do so.

Please advise.

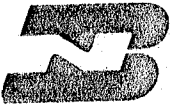
Yours very truly,

ORIGINAL SIGNED BY  
J. W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/cp

cc: Mr. G. W. Williams, Division Superintendent  
Mr. E. A. Blanchard, Local Chairman L-243  
Mr. R. L. Stanley, Secretary L-243  
Mr. C. W. Briggs, Local Chairman L-949  
Mr. J. L. Scivally, Local Chairman L-949  
Mr. D. L. Apker, Secretary & Treasurer L-949



**BURLINGTON NORTHERN RAILROAD**

SPRINGFIELD REGION

August 13, 1984

File: 2000-3

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

Dear Mr. Reynolds:

Reference your letter of August 3, 1984, concerning equalization of miles for Trains 93652 and 93653.

I do not share in your opinion that a written agreement to cover equalization is required before such ID locals are established. Service requirements and customer demands require flexibility and immediate response. Resolution of equalizations should not interfere with the operation of the Carrier. I agree, however, when such service requiring equalization is contemplated (and time permits), equalization should be addressed and resolved.

This office stands ready to meet with you on this issue. Please advise date and time you wish conference.

Sincerely,

L. R. Burk  
Director Employee Relations

WMS:ja

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

**RECEIVED**

**AUG 14 1984**

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

August 14, 1984

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

Dear Mr. Burk:

This will acknowledge and reply to your letter of August 13, 1984, in response to mine of August 3, 1984, concerning equalization of miles for Trains Nos. 93652 and 93653 operating between Madill, Oklahoma, and Irving, Texas.

You have stated in the penultimate paragraph of your letter that a written agreement to cover equalization is not required before such service is established; however, this is not supported by the interdivisional run agreement applicable to that territory. Not only does the agreement contemplate that such will be done but we are prepared to furnish agreements which were consummated prior to establishing such service, identical to the case before us.

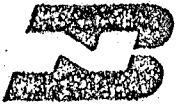
This matter will be listed for conference and we will request a date and time for such conference in the near future.

Yours very truly,

ORIGINAL SIGNED BY  
J. W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/sw



BURLINGTON NORTHERN RAILROAD

Springfield, MO  
August 16, 1984

File: 2000-3

Mr. G. W. Williams:

Reference Memorandum of Agreement signed April 20, 1981,  
establishing ID Service on the territory between Tulsa and Madill  
and between Madill and Ft. Worth.

Paragraph 2(c) allows regular assigned service to be established  
over all or part of the two territories with the manning of the crews  
subject to equalization.

When such service is contemplated, it is suggested this office be  
advised so appropriate equalization agreement can be made with  
the General Chairmen before the service is started. I don't see  
this as a prerequisite, but it will eliminate subsequent hassles.

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

WMS:ja

October 12, 1984

Messrs: E. A. Blanchard, Sr., Local Chairman L-243  
C. W. Briggs, Local Chairman L-949  
J. L. Scivally, Local Chairman L-949

Dear Sirs and Brothers:

This will have reference the disputes which have existed in connection with the Memorandum of Agreement signed April 20, 1981, establishing inter-divisional service on the territory between Tulsa and Madill, Oklahoma, and Madill, Oklahoma and Fort Worth, Texas, with respect to the equalization of mileage between Fort Worth and Madill and Irving and Madill for crews on work trains, locals, road switchers, etc.

Attached is a copy of a letter dated August 16, 1984, over signature of Director Employee Relations L. R. Burk, wherein he advises Tulsa Division Superintendent G. W. Williams that in the future before such service is inaugurated, the appropriate equalization agreement must be made beforehand.

Likewise, this letter is to be considered as instruction to each of you.

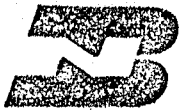
Fraternaly yours,

ORIGINAL SIGNED BY  
**J. W. REYNOLDS**

J. W. Reynolds  
General Chairman

JWR/sw

cc: Mr. R. L. Stanley, Secy. L-243  
Mr. D. L. Apker, S&T L-949



**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.

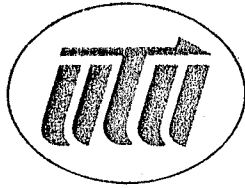
L. R. Burk

WMS:ja

cc: J. L. Russell



# *united transportation union*



J. W. REYNOLDS  
General Chairman

227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807

BURLINGTON NORTHERN (FORMER FRISCO)

SAND SPRINGS RAILWAY

January 27, 1986

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

Dear Mr. Ratcliff:

During our conference of January 21, 22, 23 and 24, 1986, we discussed questions which have arisen regarding the Crew Consist protected status of conductors, brakemen and yardmen on the Tulsa-Fort Worth Seniority District, which was created by the topping-and-bottoming of the former Creek and Sherman District and Fort Worth District as a consequence of Section 3 of the April 20, 1981 Tulsa, Madill and Fort Worth Interdivisional Service Agreement.

We discussed the understandings reached prior to the consolidation of the two "prior rights" districts' productivity funds. In my June 29, 1981 letter to you (copy attached), I summarized our several conference and telephone discussions regarding the recognition of the fact that those affected employees who were "protected" on the formerly separate districts would be "protected" on the entire Fort Worth-Tulsa Seniority District.

In your letter of November 20, 1981 (copy attached), your file 3000-506-2, you advised that you had prepared an agreement "in accordance with" my letter of June 29, 1981. I returned that Memorandum of Agreement to you on December 11, 1981, with my signature, and a letter of that same date, restating the understanding regarding Crew Consist protection. Copies of both those documents are also attached. In your letter of December 16, 1981 (copy attached), you advised that the Agreement was completely executed and you referred to my letter of December 11, 1981.

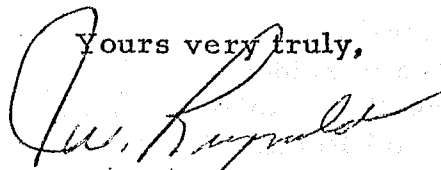
When we discussed this issue in conference on January 21, 22, 23 and 24, 1986, we were in accord regarding the fact that it was the intent of the parties that the December 15, 1981 Memorandum of Agreement made each employee who was entitled to "protected" status on one of the formerly separate seniority districts a Crew Consist

Mr. J. J. Ratcliff  
January 27, 1986  
Page 2

"protected" employee on the entire Tulsa-Fort Worth Seniority District. We also agreed that the attached documents confirm that fact.

If the above correctly recites our understanding, please sign the duplicate copy of this letter and return it to me for my files.

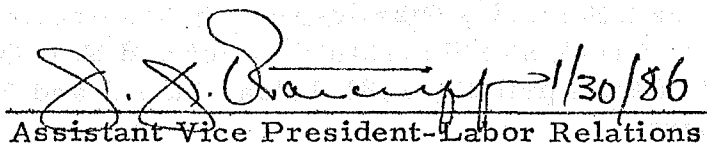
Yours very truly,



J. W. Reynolds  
General Chairman

JWR/sw

AGREED:



1/30/86

Assistant Vice President-Labor Relations

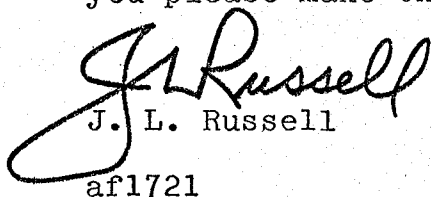
St. Paul, Minnesota  
January 21, 1983

File 3000-238-6

Mr. J. K. Vaden  
Terminal Superintendent - Tulsa  
Mr. T. L. Sullivan  
Ms. S. C. Ellis

With reference to my letter of January 12, 1983, in connection with Memorandum of Agreement with the UTU signed January 11 and effective January 15, 1983, amending Sections 4 and 5(c) of the Memorandum of Agreement of April 20, 1981, concerning Tulsa-Fort Worth Interdivisional service.

In the sixth line of paragraph 2, it is stated: "(i.e., in rotation, one for one)." This statement is in error. It should have read: "(i.e., in rotation, one for two)." Will you please make these necessary corrections.

  
J. L. Russell  
af1721

cc: Mr. R. L. Akins  
Mr. J. F. Moore

RECEIVED

JAN 24 1983

OFFICE GEN. CMM.  
UNITED TRANS.  
UNION

*K-r  
T m 3  
(over) Dispo*  
St. Paul, Minnesota  
January 12, 1983

File 3000-238-6

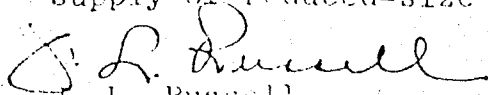
Mr. J. K. Vaden  
Terminal Superintendent - Tulsa  
Mr. T. L. Sullivan  
Ms. S. C. Ellis

Attached hereto is a Memorandum of Agreement with the UTU signed January 11 and effective January 15, 1983, amending Sections 4 and 5(c) of the Memorandum of Agreement of April 20, 1981 concerning Tulsa-Ft. Worth Interdivisional service.

Section 1 of this Agreement eliminates the equalization, equalization accumulation, and equalization crews so far as the Tulsa-Madill territory is concerned; that is, in the future we will simply run the Tulsa and Sherman crews on the Tulsa-Madill portion in the manner set forth in the Agreement (i.e., in rotation, one for <sup>7890</sup>one). Consequently, you may stop making your equalization reports and accumulation reports for the UTU but your reports should be continued insofar as "starts" made by the two sets of crews.

Section 2 of this Memorandum of Agreement changes the definitions of "Creek Subdivision employee" and "Sherman Subdivision employee," as they are contained in Section 4 of the ID Agreement. The change essentially deals with the matter of permitting employees who were designated as a "Sherman Subdivision employee" under the prior definition to relinquish that status by giving written notification to the Assistant Superintendent at Sherman and the appropriate UTU Local Chairmen. Mr. Sullivan will have to see that the Tulsa Terminal Superintendent and the Tulsa callers are advised when one of these written notifications is received, so that their records can be changed accordingly. The written notification should be preserved on the individual's personal record file.

Also attached, or shortly to follow (depending upon whether they are available at the time this letter is released), is a small supply of reduced-size copies of this Memorandum of Agreement.

  
J. L. Russell

cw1514

Attachment

cc: Mr. R. L. Akins  
Mr. J. F. Moore

MEMORANDUM OF AGREEMENT

IT IS AGREED:

1. Section 5(c) of the Memorandum of Agreement signed April 20, 1981, concerning Tulsa - Ft. Worth interdivisional service is revised to the extent of eliminating the provisions for the Train-Mile equalization, its accumulation and the establishment of equalization crews on the Tulsa - Madill territory. This elimination will also have some effect on the percentages set forth in Section 4 in that there will no longer be this precise equalization by equalization crews.
2. The definition of "Creek Subdivision employee" and "Sherman Subdivision employee", as contained in Section 4 of that Agreement, are amended to read:

"Creek Subdivision employees" as used in this Section 4, means those Creek and Sherman Seniority District employees holding an assignment (including extra board) on the Creek Subdivision on April 20, 1981, and those employees who have relinquished their "Sherman Subdivision employee" status under the provisions of the following paragraph.

"Sherman Subdivision employee", as used in this Section 4, means those Creek and Sherman Seniority District employees holding an assignment (including extra board) on the Sherman Subdivision or Sherman Yard on April 20, 1981, who have not relinquished such status. Such employees may permanently relinquish such status (and thereby become a "Creek Subdivision employee") by written notification to the proper Carrier officer (now the Assistant Superintendent at Sherman) and the Creek and Sherman UTU Local Chairmen."

Signed at St. Paul, Minnesota, this 11th day of January 1983, and effective January 15 1983.

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

By:

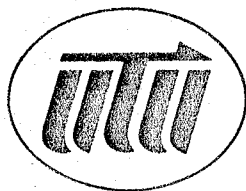
Gen. [Signature]  
General Chairman

FOR: BURLINGTON NORTHERN  
RAILROAD COMPANY  
(Formerly St. Louis-  
San Francisco Railway  
Company)

By:

[Signature]  
Assistant Vice President

# *united transportation union*



J. 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.

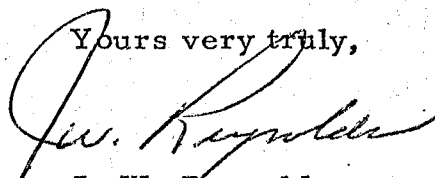
We agreed that it is not necessary to deadhead the crew to protect the alternation at B in this instance, since doing so would only create an identical problem at A.

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.

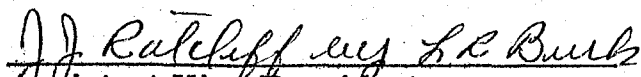
If the above correctly recites our understanding of the requirements of the Agreements, please confirm our understanding by signing the duplicate copy of this letter and returning it to me for my files.

Yours very truly,



J. W. Reynolds  
General Chairman

AGREED TO:

  
Assistant Vice President

MEMORANDUM OF AGREEMENT

IT IS AGREED:

- (1) Road switcher service between Denison and Celina, Texas shall be manned three months per year by a former Creek and Sherman Seniority District conductor and nine months of the year by a conductor from the former Fort Worth Seniority District.
- (2)(a) Brakeman positions shall be filled by the former Fort Worth Seniority District on one of the positions twelve months per year and the other assignment six months per year. The former Creek and Sherman Seniority District will fill the second assignment six months per year.
- (b) If there is only one brakeman assignment it shall be filled in the same manner as the conductor assignment.
- (3) If the fireman position is filled on the assignment, it too shall be filled in the same manner as the conductor assignment.

Signed at St. Paul, Minnesota, this 4<sup>th</sup> day of August, 1981.

For: BURLINGTON NORTHERN RAILROAD COMPANY  
(Former St. Louis-San Francisco Railway Company)

By: W. C. Sheak  
Assistant to Vice President

For: Conductors, Brakemen, Firemen and Yardmen  
represented by UNITED TRANSPORTATION UNION

By: J. W. Reynolds  
General Chairman



MEMORANDUM OF AGREEMENT

*Superseded  
by 5-19-82 Memorandum*

IT IS AGREED:

- (1) Local service between Ada and Okmulgee, Oklahoma, shall be manned three months per year by a former Sherman District conductor and nine months of the year by a conductor from the former Tulsa District.
- (2) (a) Brakeman positions shall be filled by the former Tulsa District on one of the positions twelve months per year and the other assignment six months per year. The former Sherman and Tulsa District will fill the second assignment six months per year.  
(b) If there is only one brakeman assignment it shall be filled in the same manner as the conductor assignment.
- (3) (a) In the event there are no bids received from conductors or brakemen, force assignments will be made from the district to which the work is allocated at that time.  
(b) Vacancies to be filled by the extra board(s) will be protected in the same manner.
- (4) If the fireman position is filled on the assignment, it too shall be filled in the same manner as the conductor assignment.

Signed at St. Paul, Minnesota, this 26<sup>th</sup> day of October, 1981.

For: BURLINGTON NORTHERN RAILROAD COMPANY  
(Former St. Louis-San Francisco Railway Company)

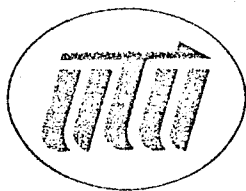
By: J. J. Ratcliff  
Assistant Vice President

For: Conductors, Brakemen, Firemen and Yardmen  
represented by UNITED TRANSPORTATION UNION

By: J. W. Rogers  
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

June 15, 1984

Mr. E. A. Blanchard, Sr.  
Local Chairman L-243  
5064 Avery Lane, Box 72602  
Lewisville, Texas 75056

Mr. J. L. Scivally  
Local Chairman L-949  
Route 1, Box 120A  
Madill, Oklahoma 73446

Gentlemen:

This will have reference Local Chairman Scivally's telephone conversation at 8:30 a.m., June 7, 1984, and Local Chairman Blanchard's telephone conversation at 4:10 p.m., June 14, 1984, with the undersigned; in regard to the manner in which Local 93652 (Irving to Madill) and Local 93653 (Madill to Irving), tri-weekly locals which work Sunday through Friday with rest days on Saturdays, are being bulletined without provisions for equalization of mileage equities.

In my telephone conversation with Local Chairman Scivally he advised me that the former Local Chairmen had waived the equalization provisions to these assignments, at which time I informed him that this office had no knowledge of any agreement, and that if such an agreement did exist it was not valid unless it was a written instrument countersigned by the Director of Labor Relations and the undersigned. Local Chairman Scivally advised me that no written documents existed, and it was simply a gentlemen's understanding. He then requested information for the proper procedures for implementing an equalization agreement to afford the proper equities to the respective prior rights districts.

I informed Local Chairman Scivally that he should immediately contact all of the involved Local Chairmen and arrange for a meeting with the proper Carrier officer, i.e., the Superintendent or his designated representative, to consummate an agreement to equally distribute the equity between the two districts. I further informed him that anytime an assignment is put on that

Messrs. Blanchard and Scivally

June 15, 1984

Page 2

operates over two or more prior rights districts, such an equalization agreement, prorating the equity mileage to the respective prior rights districts, should be made; and that such agreement must be made between all of the parties involved, i. e., the appropriate local Carrier officer, all of the involved Local Chairmen, and subject to the approval of the Director of Labor Relations and the undersigned.

When I received Local Chairman Scivally's telephone call on June 7, it was the first knowledge this office had that an assignment had been put on without a mileage equity agreement.

In my telephone conversation with Local Chairman Blanchard on June 14, he read to me a proposed Local Memorandum of Agreement which apparently had been drafted by Local Chairman Scivally, requesting that Local Chairman Blanchard sign the agreement so that he could send a copy of it to me. Local Chairman Blanchard advised me that he did not concur with the agreement, and I instructed him not to sign the agreement as it was not being handled in accordance with my prior advice to Local Chairman Scivally, which is in accordance with the Agreements.

There are no provisions in the Agreements to waive the equity which must be equalized between two or more prior rights districts; however, the Agreement does contemplate that when such assignments are made, mileage equity agreements will be made prior to the assignment of such jobs or runs. As a matter of fact, to my knowledge on all other assignments such agreements have been made, and I am attaching a copy of one of those Agreements effecting a road switcher between Denison and Celina, Texas, signed August 4, 1981.

By copy of this letter to the other Local Chairmen as well as the identified local Carrier officers, this is to advise that an agreement should be consummated immediately to prorate and equalize work equity between the two prior rights districts, and we respectfully request the full cooperation of the local Carrier officers.

Under no circumstances should mileage equity be waived except if a prior rights employee does not bid in an assignment. For example, if an assignment is bulletined for a Ft. Worth Conductor and two Madill Brakemen and no bids are received from a Ft. Worth Conductor; then a Madill Conductor can work the assignment if he so desires, resulting in the Ft. Worth District forfeiting the mileage during the time the Madill Conductor is on the assignment. Should a Ft. Worth Conductor desire to place on the assignment at a later date, he can only do so providing the job is still bulletined to the Ft. Worth District and he has a live bump.

Messrs. Blanchard and Scivally  
June 15, 1984  
Page 2

As a matter of information all of the schedule working Agreements provide that all local agreements signed between the local Carrier officers and the Local Chairmen be approved by the Director of Labor Relations and the undersigned. Also as a matter of information to the Union officers, the organic law of the UTU Constitution so holds.

If the local Union officers and Carrier officers cannot resolve this issue, you should notify this office immediately, and we will certainly resolve the dispute with an equity agreement.

Yours very truly,

ORIGINAL SIGNED BY  
J. W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/cp

cc: Mr. J. L. Russell, Director of Labor Relations  
Ms. S. C. Ellis, Regional Manager-Labor Relations  
Mr. J. K. Vaden, Division Superintendent  
Mr. T. L. Sullivan, Assistant Superintendent  
Mr. R. L. Stanley, Secretary L-243  
Mr. C. W. Briggs, Local Chairman L-949  
Mr. B. C. Painter, Local Chairman L-949  
Mr. D. L. Apker, Secretary & Treasurer L-949

MEMORANDUM OF AGREEMENT

IT IS AGREED:

- (1) Road switcher service between Denison and Celina, Texas shall be manned three months per year by a former Creek and Sherman Seniority District conductor and nine months of the year by a conductor from the former Fort Worth Seniority District.
- (2)(a) Brakeman positions shall be filled by the former Fort Worth Seniority District on one of the positions twelve months per year and the other assignment six months per year. The former Creek and Sherman Seniority District will fill the second assignment six months per year.
- (b) If there is only one brakeman assignment it shall be filled in the same manner as the conductor assignment.
- (3) If the fireman position is filled on the assignment, it too shall be filled in the same manner as the conductor assignment.

Signed at St. Paul, Minnesota, this 4<sup>th</sup> day of August, 1981.

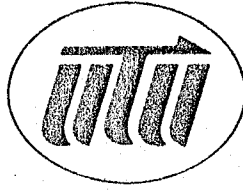
For: BURLINGTON NORTHERN RAILROAD COMPANY  
(Former St. Louis-San Francisco Railway Company)

By: W. C. Sheak  
Assistant to Vice President

For: Conductors, Brakemen, Firemen and Yardmen  
represented by UNITED TRANSPORTATION UNION

By: J. W. Reynolds  
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

August 17, 1984

Mr. C. W. Briggs  
Local Chairman L-949  
Box 253  
Cartwright, Oklahoma 74731

Dear Sir and Brother:

This will acknowledge and reply to your letter of August 11, 1984, which is partially in response to ours of August 3, 1984, in regard to the equalization of mileage on Trains 93652 and 93653.

I appreciate the information that you have furnished that the jobs have been abolished and that there is no need for an agreement to equalize the equity of those assignments. However, in the future when a job is going to be bulletined which traverses more than one "prior rights" district and/or seniority district, an agreement to equalize the equity between the separate districts should be made prior to the bulletining of the assignment.

I have handled this matter with Labor Relations, and they are in full agreement with what I have said above, and they are instructing the Carrier officers on each territory to enter into equalization agreements prior to the bulletining of any such assignment so that opportunities can be granted to each party to work off any assignment equity to which they are entitled.

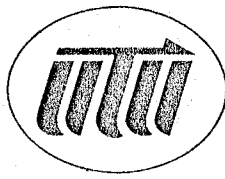
Fraternally yours,

ORIGINAL SIGNED BY  
J. W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/cp

cc: E. A. Blanchard, Sr., LC-243  
J. L. Scivally, LC-949  
D. L. Apker, S&T-949



8524 Whitney  
Fort Worth, Texas 76108

## *united transportation union*

March 7, 1985

RECEIVED

MAR 11 1985

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

Mr. J.W. Reynolds  
General Chairman  
United Transportation Union  
227 East Sunshine, Suite 101  
Springfield, Missouri 65807

Dear Sir and Brother:

This letter is in regards to the Ft. Worth-Madill Equalization Assignment. As I understand it, when 3500 miles are accumulated the youngest pool turn on the Madill end is to be bulletined to the Ft. Worth employees. Is this correct? The reason that I inquire is because if it is correct, then this situation is being completely mishandled. This is how the situation has been handled in the past. For example:

On the Madill-Ft.Worth run there are usually three pool turns. 3500 miles are accumulated. A bulletin is posted for a Madill-Ft. Worth Equalization turn to be maintained by Ft. Worth employees. When this bulletin is assigned, you now have four Madill-F.T.Worth pool turns.

As I understand it, and if I am correct, there should still only be three pools. Also, in the past, this extra pool has been left on during the entire life of the Equalization Assignment, thus leaving the Ft. Worth crewmen who are actually at a away from home terminal in terms of where they live, at the motel in Tishimingo, Oklahoma for periods in excess of 50 hours.

Also, am I correct to assume that the Madill Local Chairman is bound by the same start table as the Fort Worth Local Chairman? It personally took me two days to reduce the Madill pools by 1 pool account the starts did not call for four pools. I inquired to Mr. Scivally as to why a pool had not been pulled off, and He replied that the Madill Sub. did not have to pull off a pool if they felt that it would benefit them better to leave it on. I replied that it would be no benefit to the Equalization Assignment and that a pool would have to be pulled off. Only after I persistently appealed to Trainmaster Payne about this was the pool pulled off.

I trust that you will find this information interesting and any help that you give will be extremely appreciated.

Fraternally yours,

*G. C. Gibson*

Gary C. Gibson  
Local Chairman #243

March 15, 1985

Mr. G. C. Gibson  
Local Chairman L-243  
8524 Whitney  
Fort Worth, TX 76108

Dear Sir and Brother:

This will acknowledge and reply to your letter of March 7, 1985, wherein you make inquiry concerning the proper application of Section 5 (c) of the Madill Interdivisional Run Agreement, signed April 20, 1981, concerning interdivisional service between Fort Worth, Texas and Madill, Oklahoma, and between Madill and Tulsa, Oklahoma.

You are correct that when 3500 miles are accumulated, the junior ID pool crew on the Sherman Subdivision will be bulletined to Fort Worth Subdivision employees. Section 5 (c) of the Madill ID Agreement reads in part as follows:

" . . . When 3,500 miles are thus accumulated, the junior interdivisional pool crew . . . will be bulletined to the Ft. Worth Subdivision, . . . " (underscoring ours)

In reviewing your letter, it appears that the handling of the crews has not been in compliance with the above but instead the Madill employees have been putting on a fourth pool crew to be assigned to Fort Worth employees. This being so, it is incorrect and the only time a pool is to be added is in accordance with the start tables. For example, when the 3500 miles is accumulated and there are only three pools in the turn, the most junior pool of those three Madill pools is bulletined to Fort Worth employees. The Madill employees on the most junior pool at the time it is bulletined to Fort Worth remain on the assignment until the bulletin expires. If no Fort Worth employees bid in the equalization assignment, then the Madill employees on the assignment remain thereon. For example, if only a Fort Worth conductor bids on the assignment, he would relieve the Madill conductor and the two Madill brakemen would remain thereon. The same would be applicable if only a brakeman bid on the assignment.



Mr. G. C. Gibson

March 15, 1985

Page 2

Under no circumstances do you put on an extra pool for the equalization crew; but as heretofore stated, you bulletin the most junior Madill pool which is already assigned.

You also inquired if the Madill employees are bound by the same start tables as the Fort Worth employees; and again, the answer is in the affirmative. You were recently furnished copies of correspondence which revealed that this office had to become involved in the regulation of the pool crews at Madill because the local union officers were not living up to the regulation of Madill pools in accordance with the start tables; and our reasons were explained therewith.

I trust the above answers your inquiries and clarifies any misunderstandings for the present and future with regard to the regulation of pool crews and the bulletining of the equalization assignment.

Fraternally yours,

ORIGINAL SIGNED BY

J. W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/sw

cc: Mr. B. R. Wood, Secy. L-243  
Mr. C. N. Adams, Jr., LC L-894  
Mr. G. L. Quinten, Jr., LC L-894  
Mr. C. E. Stuart, S&T L-894  
Mr. C. W. Briggs, LC L-949  
Mr. J. L. Scivally, LC L-949  
Mr. D. L. Apker, S&T L-949

MEMORANDUM OF AGREEMENT

IT IS AGREED:

1. Section 5(c) of the Memorandum of Agreement signed April 20, 1981, concerning Tulsa - Ft. Worth interdivisional service is revised to the extent of eliminating the provisions for the Train-Mile equalization, its accumulation and the establishment of equalization crews on the Tulsa - Madill territory. This elimination will also have some effect on the percentages set forth in Section 4 in that there will no longer be this precise equalization by equalization crews.
2. The definition of "Creek Subdivision employee" and "Sherman Subdivision employee", as contained in Section 4 of that Agreement, are amended to read:

"Creek Subdivision employees" as used in this Section 4, means those Creek and Sherman Seniority District employees holding an assignment (including extra board) on the Creek Subdivision on April 20, 1981, and those employees who have relinquished their "Sherman Subdivision employee" status under the provisions of the following paragraph.

"Sherman Subdivision employee", as used in this Section 4, means those Creek and Sherman Seniority District employees holding an assignment (including extra board) on the Sherman Subdivision or Sherman Yard on April 20, 1981, who have not relinquished such status. Such employees may permanently relinquish such status (and thereby become a "Creek Subdivision employee") by written notification to the proper Carrier officer (now the Assistant Superintendent at Sherman) and the Creek and Sherman UTU Local Chairmen."

Signed at St. Paul, Minnesota, this 11th day of January 1983, and effective January 15 1983.

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

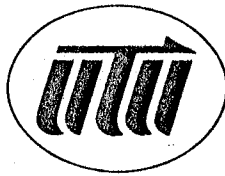
By:

Joe. Reynolds  
General Chairman

FOR: BURLINGTON NORTHERN  
RAILROAD COMPANY  
(Formerly St. Louis-  
San Francisco Railway  
Company)

By:

J. J. Ruff  
Assistant Vice President



8524 Whitney  
Fort Worth, Texas 76108

## ***united transportation union***

March 21, 1985

Mr. J.W. Reynolds  
General Chairman  
United Transportation Union  
227 East Sunshine, Suite 101  
Springfield, Missouri 65807

RECEIVED

MAR 25 1985

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

Dear Sir and Brother:

The following questions concern the I.D. Agreement. I am in need of some clarification.

"The first concerns I.D. pay miles. Am I correct in assuming that "total pay miles" includes Chicago miles, Initial Terminal Delay and Final Terminal Delay? "

My second question concerns the Bulletin procedures for the Madill-Ft. Worth Equalization Assignment. Recently a problem arose when two Madill trainmen bid on this job. The bulletin read "Bids will be received in crew clerks office Ft. Worth for One Brakeman on Equilazation Turn working between Ft. Worth and Madill with Home Terminal in Madill".

One Brakeman bid on the job and turned in his bid at the Ft. Worth crew callers office as the bid specified. The other Madill brakeman says that he turned in a bid at Madill. He contends, as does Mr. Scivally, that Madill employees can bid on Ft. Worth jobs at Madill and the Ft. Worth crew caller is required to call Madill and see if there are any bids. As I understand it from past practice on this territory, bids were to be sent to the terminal where the job would be assigned. In this instance, the man who bid on the job and turned in his bid at Ft. Worth, as the bulletin specified to, was awarded the job. After one trip, Mr. Joe Scivally and Trainmaster Payne from Madill pulled him off the job and awarded it to the man who bid on it and turned in his bid at Madill.

My question, do you find this proper and should all bids be sent to Ft. Worth when bidding on the Equalization Assignment?

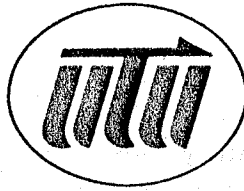
I sincerely appreciate any interpretation that you can give on these matters.

Fraternally yours,

*Gary C. Gibson*

Gary C. Gibson  
Local Chairman #243

# *united transportation union*



J. W. REYNOLDS  
General Chairman

227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807

BURLINGTON NORTHERN (FORMER FRISCO)

SAND SPRINGS RAILWAY

March 26, 1985

Mr. G. C. Gibson  
Local Chairman L-243  
8524 Whitney  
Ft. Worth, Texas 76108

Dear Sir and Brother:

This will acknowledge and reply to your letter of March 21, 1985, wherein you present two situations and questions concerning the Interdivisional Run Agreement of April 20, 1981 for interpretation:

Question #1: "The first concerns I.D. pay miles. Am I correct in assuming that 'total pay miles' includes Chicago miles, Initial Terminal Delay and Final Terminal Delay? "

Answer #1: Yes.

As I understand your second inquiry, it pertains to the application of Section 5 (c) of the Agreement relative to the accumulation of 3,500 miles, and when such is accumulated the junior ID pool crew on the Sherman Subdivision will be bulletined to the Ft. Worth Subdivision. Furthermore, as I understand your inquiry, the problem that arose involves two Madill Brakemen who bid on the equalization assignment. You advise that recently the equalization assignment was bulletined to the Ft. Worth employees, and as I understand it there were no bids from Ft. Worth people; but two Madill Brakemen bid on the assignment. One placed his bid at Ft. Worth in accordance with the reading of the bulletin, and one placed his bid at Madill. You advise that the bulletin provides that bids will be received in the crew clerk's office at Ft. Worth. You further advise that the Brakeman who placed the bid at Ft. Worth in accordance with the bulletin was placed on the assignment, and after making one trip former Local Chairman Scivally and Trainmaster Payne removed him from the assignment and replaced him with the Brakeman who filed his bid at Madill.

You make inquiry as to whether we find this proper, and should all bids be sent to Ft. Worth when bidding on the equalization assignment?

March 26, 1985

First before I answer your inquiry, you are to be admonished that if there is a dispute and it involves two Madill Brakemen and in no way effects at Ft. Worth Subdivision Trainman, you should not at all become involved in the dispute. You should only become involved if the dispute involves or effects a Ft. Worth Subdivision employee.

Answer #2: If the bulletin reads as you state, "Bids will be received in crew clerks office Ft. Worth for One Brakeman on Equalization Turn working between Ft. Worth and Madill with Home Terminal in Madill," then all bids should be presented to the crew clerks at Ft. Worth and not at Madill. In my opinion the Trainman who placed the bid at Ft. Worth should have been assigned and left on the pool turn. If the Madill employees were mishandled by the former Local Chairman as stated in your letter, then that would invalidate any claims those employees might have.

It is the prerogative of the Carrier where they want the bids mailed and the assignments made. However, it is my considered opinion that inasmuch as employees from Ft. Worth and Madill can exercise rights to these assignments, then they should be able to submit bids at Madill and/or Ft. Worth, and the crew callers would have the duty of verifying same before assignment.

I trust the above answers your inquiry, and assuring you of our desire to always be helpful, I am

Fraternally yours,

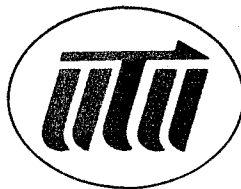
ORIGINAL SIGNED BY  
J.W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/cp

cc: B. R. Wood, Secy. L-243

# *united transportation union*



J. W. REYNOLDS  
General Chairman

227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807

BURLINGTON NORTHERN (FORMER FRISCO)

SAND SPRINGS RAILWAY

April 3, 1986

All Local Chairmen Representing  
Conductors and Brakemen in ID Service  
United Transportation Union  
Burlington Northern-Springfield Region (former Frisco)

Dear Sirs and Brothers:

All interdivisional pool freight service agreements in effect on this property contain the following paragraph:

"As far as Conductors and Brakemen are concerned the total number of interdivisional pool crews on one territory will be regulated twice monthly in accordance with the total number of round trips started out of the two home terminals in the previous payroll period as indicated by the table that is attached hereto. Adjustments in the number of crews at other than those two regular semi-monthly adjustment dates (at 12:01 p.m. on the 1st 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 two Local Chairmen of the train crafts on a seniority district portion of an interdivisional territory. "

As you know, in the past, interpretations have been issued by this office that "variations" and "adjustments" could be made only in the event of wrecks, fires, wash-outs or other catastrophic occurrences. Additionally, interpretations were issued by this office that no "variations" could be made for the second-half February under any circumstances.

We have reviewed the history and context of this agreement rule and have come to the conclusion that those earlier interpretations were diametrically opposed to the clear language of the agreement rule.

Therefore, effective with the date of this writing, the message we wish to get across to you is this: The Local Chairman, or Chairmen as the case may be, who are specified in the above-quoted agreement rule are empowered to make

All Local Chairmen Representing  
Conductors and Brakemen in ID Service  
April 3, 1986  
Page 2

"variations" and "adjustments" with the concurrence of the appropriate Carrier officer, as the clear language of the agreement rule so states.

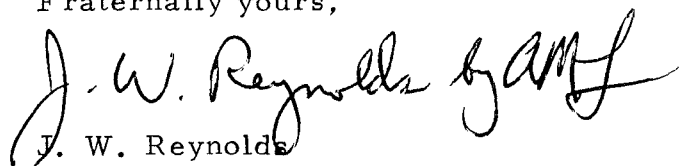
While there is no absolute requirement that such be done, it is our strong suggestion to you that, if you choose to exercise your power to vary from the start tables, your understanding with the appropriate Carrier officer meet the following three criteria:

1. Any permanent "variation" must be consistent and must be understood by all concerned.
2. The understanding should be reduced to writing, preferably in agreement form.
3. The "variations" should be reflective of the wishes of the majority of your Committee.

As an example of one possible route you may take should you choose to make local "variations" from the start tables, please find attached copy of a Local Agreement currently in effect on the Cherokee Seniority District. Again, with the interpretation contained herein, there is no requirement that you put your "variation" understandings in agreement form; but we feel that it would be in line with the democratic principles of this Union to do so. Formalizing the understanding by agreement will meet the consistency requirements, will insure that a change in Carrier officers will not affect it and will keep this office informed of your handling of crews.

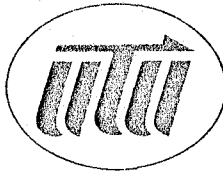
In the past, allegations surfaced on one territory which may have prompted the earlier (now superseded) interpretations of the above-quoted agreement rule. That allegation was that one "prior rights" district which was the "owing" district for equalization purposes would add an extra pool every time the accumulated mileage required that the employees of the other district work off the equalization. That dispute was settled; and that is one element of the consistency requirement. If similar allegations arise in the future, this office will not hesitate to intercede and correct any abuses.

Fraternally yours,

  
J. W. Reynolds  
General Chairman

AML/sw

cc: Secretaries



*united transportation union*

Box 253  
Cartwright, Okla.

RECEIVED

FEB 11 1985

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

J.W. Reynolds  
General Chairman  
227 East Sunshine, Suite 101  
Springfield, Missouri 65807

Brother Reynolds:

Recently I've been asked by several employees to put on a I.D. pool when we liked only one start to put this pool on. I informed the members that I could not because of the lack of starts. All of the Conductors and Brakeman in this set of pool crews want the pool put on except one Conductor.

My question is: If agreed to by both local chairman and designated carrier representative can this pool be added?

As I understand Article 7, paragraph a, of Madill I.D. agreement this can be done if all parties agree. I would appreciate it if you would inform me if I'm interpreting this Art. 7, paragraph (a), pages 6&7 of Madill I.D. agreement correctly.

Some of our members are being asked to take urine test after minor infractions. How does the Organization feel about this and can you advise our members whether to take or refuse a urine test? If a member refuses to take a urine test, can the Organization keep the members from being fired for insubordination?

Will be waiting for your reply.

Sincerely,

*C.W. Briggs*

C.W. Briggs  
Local Chairman 949 E&C



February 20, 1985

Mr. C. W. Briggs  
Local Chairman L-949  
Box 253  
Cartwright, OK 74731

Dear Sir and Brother:

This will acknowledge and reply to your letter received in this office on February 11, 1985, that part pertaining to your inquiry concerning the proper application of Article 7 (a) of the April 20, 1981 Tulsa-Madill-Fort Worth Interdivisional Service Agreement.

You stated that during one of the regular semi-monthly adjustment periods, one set of your ID pools was one start short of putting an additional pool on. You advised that the conductors and brakemen in that set of pools, except for one member, asked you to add the additional pool, even though the starts did not call for it.

Article 7 (a) does indeed have a provision for "variations" from the adjustment tables if the Local Chairmen and local Carrier officers are in unanimous agreement. This provision of the agreement was designed to be used when some unforeseen circumstance, i. e., major wreck, wash-out, etc., closes the main line and curtails the Carrier's operations during one adjustment period and it is known that business will return to the same level immediately after such a temporary situation is over.

The provision for variation from the start tables is not designed to be used to vary from the start tables in ordinary circumstances; and it is my opinion that in the situation which you have described, it would be improper to deviate from the adjustment tables.

Faternally yours,

ORIGINAL SIGNED BY  
J. W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/sw

Mr. C. W. Briggs  
February 20, 1985  
Page 2

cc: Mr. G. C. Gibson, LC L-243  
Mr. B. R. Wood, Secy. L-243  
Mr. C. N. Adams, Jr., LC L-894  
Mr. G. L. Quinten, Jr., LC L-894  
Mr. C. E. Stuart, S&T L-894  
Mr. J. L. Scivally, LC L-949  
Mr. D. L. Apker, S&T L-949

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 employe 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

February 12, 1986

Mr. G. C. Gibson  
Local Chairman L-243  
8524 Whitney  
Fort Worth, TX 76108

Dear Sir and Brother:

Per your telephone request, please find attached a copy of the Memorandum of Agreement effective February 1, 1984, which eliminated Section 8 (f) of the April 20, 1981 Tulsa-Madill-Fort Worth ID Agreement.

Since the attached Memorandum of Agreement was ratified and placed into effect, there are now no exceptions insofar as the paymiles to be registered and accumulated by ID pool crew members. All paymiles in the anniversary month of the pool to which a Conductor or Brakeman is assigned must be registered and carried forward.

Fraternally yours,

ORIGINAL SIGNED BY  
J.W. REYNOLDS  
J. W. Reynolds  
General Chairman

JWR/sw

cc: Mr. B. R. Wood, Secy L-243  
Mr. C. W. Briggs, LC L-949  
Mr. B. B. Carbaugh, LC L-949  
Mr. D. L. Apker, S&T L-949

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

Mr. C. E. Stuart  
September 30, 1985  
Page 2

City employees on an identical issue.

Trusting the above answers your inquiry and with kind personal regards, I am

Fraternally yours,

ORIGINAL SIGNED BY  
J. W. REYNOLDS  
J. W. Reynolds  
General Chairman

JWR/sw

cc: Mr. C. N. Adams, Jr., LC L-894  
Mr. L. C. Carter, LC L-894  
Mr. G. L. Quinten, Jr., LC L-894  
Mr. D. R. Simmons, LC L-894

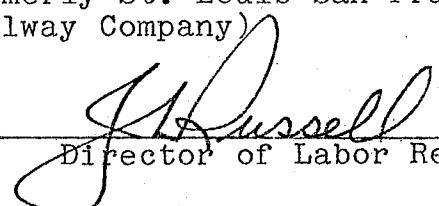
MEMORANDUM OF AGREEMENT

IT IS AGREED:

Section 8(f) of the Interdivisional Service Agreement signed April 20, 1981 applicable to the territory between Tulsa, Madill and Ft. Worth is eliminated effective February 1, 1984.

Signed at St. Paul, Minnesota, this 12th day of January 1984.

FOR: BURLINGTON NORTHERN RAILROAD COMPANY  
(Formerly St. Louis-San Francisco  
Railway Company)

By:   
Director of Labor Relations

FOR: UNITED TRANSPORTATION UNION

By   
General Chairman



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 inter-divisional 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

Director of Employee Relations

WMS/wms

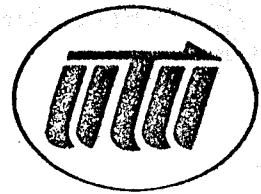
RECEIVED

FEB 14 1987

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

# *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

April 7, 1987

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

Dear Mr. Burk:

This has reference your letter of February 12, 1987, your file 3000-16-2 (FCO), regarding the "restoration to turn" provisions found in interdivisional service agreements.

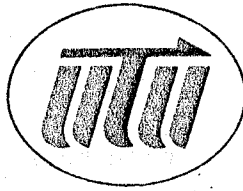
We have reviewed your example, and we are convinced that both the practice and the proper interpretation of the agreements require that interdivisional crews runaround on line be allowed to continue submitting their requests for "restoration to turn" until such time as that restoration can be accomplished. The "restoration to turn" provision is the only mechanism that an interdivisional service crew has to recoup the earnings lost because of a runaround, and it is my opinion that restrictions placed on "restoration to turn" because of factors beyond the control of the crew would work a hardship not intended by the agreement.

Sincerely yours,

A. M. Lankford  
General Chairman

AML/cp

# *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. "

July 12, 1985

However, such a provision would require an agreed-to interpretation of the above-cited rule, which the Carrier has not been agreeable to in the past, purportedly because of the confusion it could cause the calling forces.

Brother Black further inquired as to this crew's right to request restoration to turn upon their arrival back at the home terminal. In my opinion, this would be totally improper, since the crew would cease to be an ID crew upon its arrival at the extra board point, and the individual extra men on the crew would have no continuing right to the assignment. Instead, they would be marked up on the extra board in accordance with Article 19, Section B of the Conductors' and Brakemen's Schedule.

The reason the Carrier has always been reluctant to agree with my position as stated above, is that shortly after the inauguration of ID service the BLE made an agreed-to interpretation with the Carrier that extra employees could not request restoration to turn at the home terminal.

Trust this answers Brother Black's inquiry.

Fraternally yours,

ORIGINAL SIGNED BY  
J.W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/cp

cc: C. N. Adams, Jr., LC-894  
L. C. Carter, LC-894  
G. L. Quinten, Jr., LC-894  
C. E. Stuart, S&T-894

MEMORANDUM OF AGREEMENT

In the application of Article 13, Section A (2), of the Trainmen's Agreement, as revised February 24, 1972, which provides that when there is no available Extra or Furloughed Brakeman, a Brakeman vacancy will be filled by using the junior available Brakeman on the "next-out" pool. IT IS AGREED:

(1) The proper procedure to be followed when filling a Brakeman vacancy on regularly assigned locals, road switchers, etc., is to use the junior available Brakeman of the Brakemen who are assigned to first-out (i.e., "next-out") pool crew assigned to the subdivision on which the vacancy exists.

(a) For example, if the vacancy is on an assignment on the Springfield Subdivision at Springfield where there are two first-out pool crews assigned on the Springfield Subdivision (i.e., one short pool and one "long west" ID pool), we would call the junior Brakeman assigned to the first-out short pool, and if he is not available, then the senior Brakeman (and then through the two Brakemen on the second-out short pool, etc., if necessary) until the vacancy is filled. If unable to fill the vacancy, then the same procedure will be used commencing with the junior Brakeman on the first-out "long west" ID pool crew.

(b) As another example: At Tulsa, where there is no "short" pool assigned on the Cherokee Subdivision, but there are two sets of "long" ID pools, if the vacancy is on that Subdivision, call the junior Brakeman of the four Brakemen assigned to the two first-out pool crews and then continuing in reverse seniority order up through the senior of the four Brakemen; then in the same order through the four Brakemen on the two second-out crews, etc., if necessary until the vacancy is filled.

(2) If, however, the vacancy is in pool crew service, the proper procedure would be to use the junior Brakeman on the "next-out" pool in that particular set of pools.

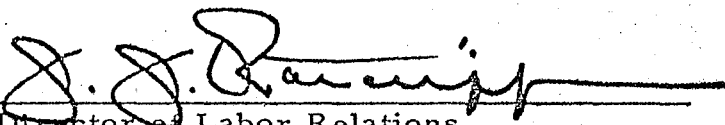
If, for example, the vacancy is in interdivisional service between Springfield and St. Louis, we would

call the junior Brakeman on the "next-out"  
Springfield crew that is assigned in that  
same interdivisional pool service between  
Springfield and St. Louis; then the senior  
Brakeman on that pool crew and then the  
junior Brakeman on the following ID pool, etc.

Signed at Springfield, Missouri, December 20,  
1976, and effective December 24, 1976.

FOR: ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

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

  
Director of Labor Relations

FOR: Trainmen represented by the  
UNITED TRANSPORTATION UNION

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

  
General Chairman



**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.

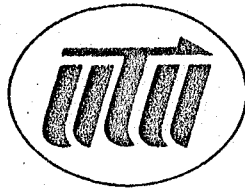
Sincerely,

L. R. Burk  
Director Employee Relations

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

File: 2001-12

# *united transportation union*



J. W. REYNOLDS  
General Chairman

227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807

BURLINGTON NORTHERN (FORMER FRISCO)

SAND SPRINGS RAILWAY

August 2, 1984

Local Chairmen Representing  
Employees in Interdivisional Service  
and ID Representatives  
United Transportation Union  
Burlington Northern-Springfield Region

Re: Geometric Test Car on ID Territories

Dear Sirs and Brothers:

This office recently became involved in a dispute involving the live operation (i.e., not a transfer movement) of the above-identified equipment on the Interdivisional territory between Springfield and Kansas City, Missouri. While making arrangements for the daily rotation of crews on that territory, the ID Representative, Brother K. L. Fritter, learned that the test car was scheduled to operate over the district and correctly advised Mr. T. C. McClellan, Manager of Transportation Services, that the operation of the train, while testing, was work train service and should be protected by short pool or "bum" crews.

Brother Fritter's position was confirmed by this office and agreed to by Assistant Director-Labor Relations W. M. Schubert; and Mr. McClellan was so advised. However, the dispatcher(s) involved apparently convinced Mr. McClellan that these trains had been handled by ID crews on other territories in the past without objection from the Organization; and ultimately, an ID crew was improperly called to operate the train, Springfield to Kansas City, Missouri.

When I learned of this mishandling, I immediately contacted Mr. Schubert, voicing my objections and advising him that penalty time claims would be submitted for the violation. After investigation, Mr. Schubert advised that the ID crew was used without his concurrence and that the resulting time claims would be approved when submitted by the proper claimants.

The purpose of this letter is to advise each of you of our handling and to furnish you a copy of Director of Employee Relations L. R. Burk's letter, which is



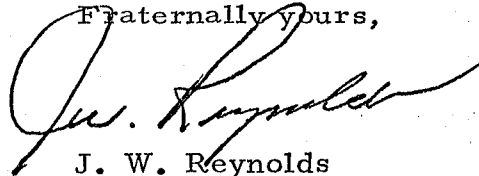
August 2, 1984

Page 2

attached, confirming our understanding so that future disputes can be avoided.

If these work trains have been handled by ID crews on your respective territories in the past, that practice should be discontinued immediately and short pool or "bum" crews should be used to protect this service in future operations.

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

cc: Secretaries - ID Service

December 11, 1981

Mr. J. J. Ratcliff  
Assistant Vice President  
Burlington Northern Railroad Company  
176 East Fifth Street  
St. Paul, Minnesota 55101

Dear Sir and Brother:

This will have reference our recent telephone conversations and conference discussions regarding the manner in which interdivisional crews whose trains terminate at Irving, Texas are being handled between Irving and Ft. Worth.

I have thoroughly investigated the matter, and the facts developed reveal that crews arriving Irving from Sherman, Texas whose trains terminate at Irving are tied up at Irving, and pay for that trip is discontinued. They are then dead-headed by automobile Irving to Ft. Worth, thus reducing their rates of pay to deadhead rates.

I have discussed this with all of the Local Chairmen involved, and it is now the Organization's request that the Agreement be complied with as contemplated by Article 12 (e) of the Madill Interdivisional Service Agreement of April 20, 1981, which provides that ID crews arriving Irving, Texas on the train which terminates at that point should remain on duty and be paid on a continuous time basis (rail miles) until they reach Ft. Worth. Under no circumstances except those specifically outlined in the Agreement can a crew be tied up in interdivisional service between their initial and final terminal.

You requested that after I research the matter, I advise of the Organization's desire. Will you please acknowledge this understanding and advise the proper officers of the Carrier the manner in which the crews are to be operated.

Yours very truly,  
ORIGINAL SIGNED BY  
J. W. REYNOLDS  
J. W. Reynolds  
General Chairman

JWR/cp



**BURLINGTON NORTHERN RAILROAD**

176 East Fifth Street  
St. Paul, Minnesota 55101

RECEIVED

DEC 18 1981

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

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

December 16, 1981

File 3000-238-6

Dear Mr. Reynolds:

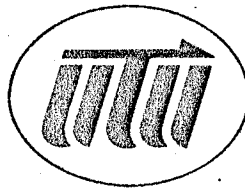
This letter acknowledges receipt, December 14, your letter of December 11, 1981 concerning the dispute about proper payment of the Interdivisional Crews whose trains terminate at Irving and the crew is transported to Fort Worth.

I am issuing instructions today that effective December 16, 1981, crews handled in this manner will be paid continuous time for rail miles from Madill to Fort Worth.

Sincerely,

J. J. Ratcliff  
Assistant Vice President

aw1614



W. REYNOLDS  
General Chairman

227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807

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

August 22, 1981

Mr. C. S. Davis, Jr.  
Local Chairman L-243  
3505 Grady Street  
Ft. Worth, Texas 76119

Dear Sir and Brother:

This will have reference our recent telephone conversations in regard to the rate of pay that is being paid on the new Interdivisional Run Service, Ft. Worth to Madill and Madill to Tulsa (both directions). The applicable rates of pay in question are applicable to Conductors and Brakemen.

Article XII, Section 3 (a) of the January 27, 1972 National Agreement provides:

"(a) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less. "

Article 13 of the Interdivisional Run Agreement signed April 20, 1981 provides:

"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 Schedule shall not apply. "

During our meetings explaining the Interdivisional Run Agreement I advised that all interdivisional service was paid at the highest through freight rate of pay (unless converted to other service, i. e., unassigned over 101 miles), which was incorrect. The only time such pay rates would be applicable is when a crew is on an assignment that works under 101 miles. The assignments in interdivisional service between Ft. Worth and Madill and Madill and Tulsa all exceed 100 miles; therefore, the proper payment would be the daily rate for crews assigned to work over 100 miles.

Mr. C. S. Davis, Jr.  
August 22, 1981  
Page 2

For example, if the territory you are assigned to is 140 miles and your train consisted of 79 cars, you would be paid the daily rate of \$76.59 for the entire 140 miles. The above quoted Article XII, Section 3 (a) confirms this interpretation.

I regret that I was in error in conveying the information which I did, and I apologize for any inconvenience that I may have caused the membership in this regard.

Fraternally yours,

ORIGINAL SIGNED BY  
J. W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/cp

cc: J. S. Gaston, LC-69  
J. T. Cantwell, S&T-69  
J. C. Edwards, LC-243  
B. N. Overbey, LC-243  
S. C. Davis, ALC-243  
G. W. Walters, S&T-243  
H. F. Hendricks, LC-894  
G. L. Quinten, Jr., LC-894  
R. J. Shepherd, LC-894  
C. E. Stuart, S&T-894  
D. L. Apker, LC-949  
B. C. Painter, LC-949  
J. D. Wright, LC-949  
J. R. Walker, LC-949  
B. G. Mathis, S&T-949

BEFORE  
PUBLIC LAW BOARD NO. 717

Carrier's File: B-4604  
Organization's File: L-303

AWARD NO. 273  
(Case No. 273)

UNITED TRANSPORTATION UNION (TRAINMEN)

vs.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

STATEMENT OF CLAIM:

Claims of Conductor R. E. Miller and brakemen for \$1.50 meal allowance, January 15, March 13 and April 6, 1974, "account of deadheading Tulsa to Springfield and not stopping to eat in interdivisional service."

JURISDICTION:

The jurisdiction of this Board is stated in its Award No. 1. That statement is incorporated herein by reference thereto.

OPINION OF BOARD:

The crew was in interdivisional service being deadheaded from Tulsa to Springfield, a total of 187.2 miles. They were not allowed to eat during the trip. The Organization claims Article XII, Section 3 (d) of the National Agreement of January 27, 1972, applies:

"(d) In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than 100 miles, the carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip."

Award 86 of Public Law Board No. 887 interprets a similar but somewhat different rule.

FINDINGS:

Public Law Board No. 717, upon the whole record and all the evidence, finds and holds:

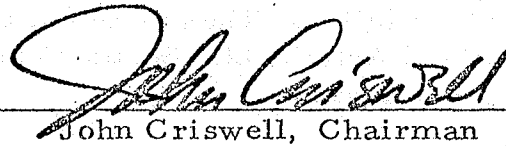
1. That Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;
2. That this Board has jurisdiction over the dispute involved herein; and
3. That the Agreement was violated.

AWARD

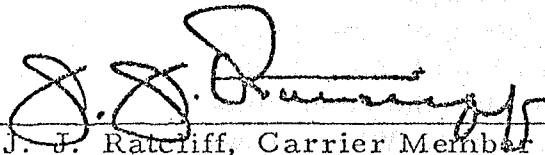
Claims sustained.

ORDER

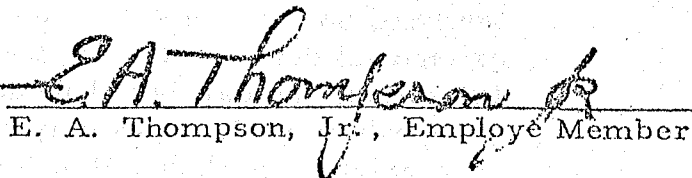
Carrier is hereby ordered to make effective Award No. 273, made by Public Law Board No. 717, on or before May 30, 1976.



John Criswell, Chairman  
Neutral Member



J. J. Ratcliff, Carrier Member



E. A. Thompson, Jr., Employee Member

Dated at Springfield, Missouri this 30th day of April, 1976.

PUBLIC LAW BOARD NO. 717

Interpretation  
Award No. 273

PARTIES TO DISPUTE:

United Transportation Union

and

Burlington Northern Railroad Company  
(Former SL-SF Ry. Co.)

QUESTION:

Was it intended that Award No. 273 of Public Law Board No. 717 allow the \$1.50 allowance in lieu of eating to all crews in interdivisional service who are deadheading, regardless of the mode of transportation?

INTERPRETATION:

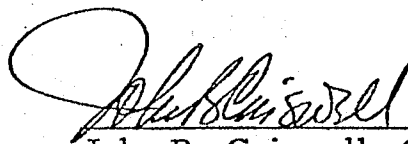
The Organization has asked that an interpretation be made concerning application of the provisions covered in Award No. 273.

The Organization claims that its members are entitled, under the Award and governing agreements, to payment of \$1.50 allowance in lieu of eating when they are deadheaded by any mode of transportation.

The Award allowed the \$1.50 as claimed and made no exceptions as to mode of transportation.

Thus, if the Carrier is disallowing claims on the basis of mode of transportation, it is incorrect.

Dated at Springfield, Missouri, this 10th day of May, 1984.

  
John B. Criswell, Chairman





**BURLINGTON NORTHERN RAILROAD**

SPRINGFIELD REGION

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

**September 23, 1983**

**RECEIVED**

**SEP 24 1983**

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

Mr. J. W. Reynolds  
General Chairman, UTU  
227 E. Sunshine - Suite 101  
Springfield, Missouri 65807

Dear Mr. Reynolds:

Reference the recent meeting Ft. Worth, concerning the alleged improper payment of interdivisional crew mileage between Madill and Irving, and also the alleged terminal delay problem for trains departing Irving, Texas.

I believe all agreed the terminal delay issue was resolved at the meeting by agreeing to Deen Road as the "fixed point" with a 30 minute running time for final terminal delay payments.

The interdivisional crew mileage between Madill and Irving matter has been looked into, and the problem has been resolved. If you encounter any more difficulty in this area, please advise.

Sincerely,

S. C. Ellis

gw

cc: J. L. Russell

Springfield - January 27, 1982

3002

Messrs. - C. E. Enyart  
R. L. Dent  
D. H. Jeter  
C. B. May  
J. K. Vaden  
T. A. Griffith

J. W. Tolbert  
R. G. Baumgartner  
G. W. Williams  
H. H. Payne  
P. C. Keim  
L. E. Mueller

Effective February 1, 1982, interdivisional representatives will be reappointed by General Chairman Reynolds.

As you are aware, we are receiving numerous complaints from the Organization concerning improper handling of ID train crews. These ID train crews will be handled by the Chief Dispatcher in deadheading and operating crews in proper turn in compliance with the Agreement and to avoid as much deadheading and held away from home terminal time as possible.

The UTU has designated representatives to assist the Chief Dispatcher in handling these ID crews. No other local chairman, scheduled employe, or non-employe is to have any input pertaining to this handling. Since only the designated representatives have authority to assist in this endeavor, any inquiries, requests, or complaints should not be entertained but instead referred to the ID representative. No instructions or advice should be adhered to from anyone other than those listed below and knowledgeable Company officers:

L. C. Carter - Tulsa/Fort Scott  
C. W. Graves - Springfield/St. Louis  
S. C. Davis - Fort Worth/Madill  
C. L. Bookout - Tulsa/Madill  
T. L. Pinkley - Springfield/Fort Smith  
T. E. Esmond - Springfield/Tulsa

When any of the above ID crew representatives will be absent for any length of time, another UTU member will be designated as representative during their absence.

The Chief Dispatcher will handle ID crews in freight service or in deadheading and will comply and cooperate with the designated UTU ID representatives' requests, provided such requests are in compliance with the Agreement.

These instructions apply equally to the night chief dispatchers and all relief chief dispatchers.

Be governed accordingly.

R. L. Akins

cc: Messrs. - R. L. Buchanan  
J. F. Moore  
S. C. Ellis  
J. J. Ratcliff  
J. W. Reynolds

**BURLINGTON NORTHERN RAILROAD**

WILLIAM A. THOMPSON  
Vice President & General Manager  
Springfield Region

3253 East Chestnut Expressway  
Springfield, Missouri 65802

**RECEIVED**

**JUL 12 1984**

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

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

July 12, 1984

Dear Mr. Reynolds:

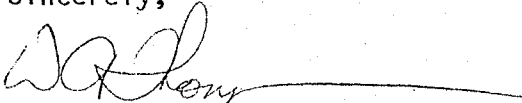
This letter will introduce to you Mr. T. C. McClellan who, starting today, will be my representative in the dispatching office.

Mr. McClellan's chief duties will consist of solving problems associated with mishandling of crews, principally on ID runs, and he will be charged with the responsibility of establishing proper communications with local union representatives to the end that the problems associated with crew handling are eliminated.

Your ID representatives should handle all their business through Mr. McClellan in the future, or until otherwise notified, and he will see that they receive every courtesy and attention.

I hope this move goes far to resolve our problems.

Sincerely,



W. A. Thompson

July 12, 1984

Messrs: D. R. Simmons, ID Representative  
T. E. Esmond, ID Representative  
C. W. Graves, ID Representative  
T. L. Pinkley, ID Representative  
C. L. Bookout, ID Representative  
A. W. Stewart, ID Representative  
D. D. McGough, ID Representative  
K. L. Fritter, ID Representative

Dear Sirs and Brothers:

Effective today Vice President & General Manager W. A. Thompson, Springfield Region, has designated Manager of Transportation Services T. C. McClellan as his personal representative in the dispatching office.

Mr. Thompson advises that Mr. McClellan's chief duties will consist of solving problems associated with mishandling of crews in interdivisional service and it will be his responsibility to establish lines of communication with all of you so we can cooperate in working toward an end to the many problems which we have experienced in interdivisional service. Mr. Thompson desires that you handle all your ID business through Mr. McClellan until or unless otherwise notified. Effective today you will discontinue handling the regulation of crews in interdivisional service with dispatchers.

Mr. McClellan will have an office in the dispatching department on or before July 16, 1984; and he advised that he would appreciate it if as much business as possible could be handled during business hours between 8:00 a.m. and 5:00 p.m. He will be available after hours if, in your opinions, the circumstances dictate his assistance in resolving unforeseen crew handling situations.

Mr. McClellan's present office extension number is 2335. He is in the process of moving into the new office with the dispatching department; and when that move is accomplished within the next few days, his number will be furnished to you as soon as it becomes available.

July 12, 1984

Page 2

We believe this type of handling will alleviate, if not eliminate, the problems which we have experienced in the past. You are requested to cooperate with Mr. McClellan in these efforts; and again, I must emphasize, effective today discontinue handling any interdivisional service business with the dispatchers unless advised to do so by Mr. McClellan. Also, Mr. McClellan will not handle any interdivisional service business with any individual employees but only with the designated ID Representatives.

Fraternally yours,

ORIGINAL SIGNED BY

J.W. REYNOLDS

J. W. Reynolds

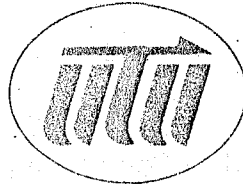
General Chairman

JWR/sw

cc: All ID Local Chairmen  
Secretaries

# *united transportation union*

J. W. REYNOLDS  
General Chairman



227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807

BURLINGTON NORTHERN (FORMER FRISCO)

SAND SPRINGS RAILWAY

July 16, 1984

Mr. T. C. McClellan  
Manager-Transportation Services  
Burlington Northern Railroad Company  
3253 East Chestnut Expressway  
Springfield, Missouri 65802

Dear Mr. McClellan:

During your July 13, 1984 conference with Assistant General Chairmen Lankford and Kerley, you inquired as to the Organization's position relative to individual employees (not ID Representatives) contacting the dispatchers by telephone. You stated that since you began your present assignment, you have observed instances when individuals, some of whom may be members of this Organization, have contacted the dispatchers and requested information on line-ups of trains.

We absolutely do not condone individual employees or Local Chairmen who are not ID Representatives contacting the dispatchers' office even to request line-up information.

If such telephone requests are occurring, it would be one reason why the ID Representatives have been having great difficulty recently getting through to the dispatchers by telephone. It remains our position that the taped line-ups available by telephone are the proper source of the information being requested by the employees. If they do not trust those line-ups (as they frankly have not been able to) their proper recourse is to avail themselves of this Organization's grievance procedures.

Please find attached a sampling of directives issued by the Carrier in regard to individuals contacting the dispatchers and letters written by the undersigned in that connection, all in the past four years.

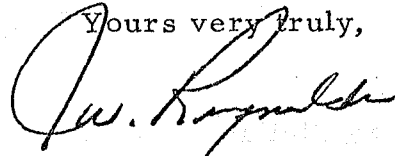
Mr. T. C. McClellan

- 2 -

July 16, 1984

If you feel that a letter from this office to our local Officers, reaffirming our previous statements, will assist you in stopping this practice, please advise. Also, please accept this as an open offer of assistance in any future problem areas you encounter.

Yours very truly,



J. W. Reynolds  
General Chairman

JWR/cp

cc: ID Representatives

Local Chairmen in ID Service

Secretaries

February 6, 1984

Mr. J. J. Ratcliff  
Assistant Vice President  
Burlington Northern Railroad Company  
176 East Fifth Street  
St. Paul, MN 55101

Dear Mr. Ratcliff:

This will have reference the Madill Interdivisional Service Agreement signed April 20, 1981, covering the territory Fort Worth-Madill-Tulsa. Section 22 of the Agreement provides:

- "(a) The Carrier will attempt to give employees (who do move their residences from Sherman to Madill and who are assigned at Madill) a 2-hour advance call when they are being called to go on duty at Madill. It is recognized that this may not be practical or possible in all cases, but a good-faith effort will be made.
- (b) When calling the above-referred to employees at Sherman (and vicinity) the Carrier shall assume any expense for telephone toll charges to call the employee at Sherman, but the individual employee shall be liable for any toll charge between Sherman and his residence."

Our office has received information that on or about June 1, 1984, the Carrier is going to commence giving the crews who live at Sherman a one and one-half hour call instead of two (2) hours as contemplated by the Agreement, Section 22 (a) which reads "a good-faith effort will be made." on the part of the Carrier.

With regard to Section 22 (b), we are told that the Carrier intends to remove the telephone at Sherman and that the employees will be charged toll charges from Tulsa to their residence instead of Sherman to their residence as provided by the Agreement.



Mr. J. J. Ratcliff  
February 6, 1984  
Page 2

If the information we have received is correct and the Carrier is contemplating such changes, they must be made by agreement between the parties; and if the Carrier chooses or contemplates making such changes unilaterally, they will be outside the scope, intent and requirements of the Railway Labor Act, as amended. I realize that Section 22 is only applicable to those employees who chose to continue living in Sherman (and vicinity) and the Organization is not agreeable at this time to changing the Agreement.

I would appreciate it if you would investigate this matter and advise, for if the Carrier does attempt to make unilateral changes, it would not be in their best interest. Your cooperation in handling this matter with the proper officers of the Carrier in order to avoid an interruption or dispute in the future would be appreciated.

Please advise.

Yours very truly,

ORIGINAL SIGNED BY  
J.W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/sw

bcc: Mr. C. W. Briggs, LC L-949  
Mr. B. C. Painter, LC L-949  
Mr. M. E. Priest, LC L-949  
Mr. J. R. Walker, LC L-949  
Mr. D. L. Apker, S&T L-949



**BURLINGTON NORTHERN RAILROAD**

176 East Fifth Street  
St. Paul, Minnesota 55101

**RECEIVED**

**MAR 05 1984**

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

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

March 2, 1984

File 3000-238-6

Dear Mr. Reynolds:

In reference to your letter of February 6, 1984 concerning the Madill I.D. agreement.

I furnished a copy of your letter to Assistant Superintendent Sullivan and have now been advised that they have had no plan to make the alleged changes in calling time or toll charges.

Sincerely,

J. J. Ratcliff  
Assistant Vice President

cf914



BURLINGTON NORTHERN

176 East Fifth Street  
St. Paul, Minnesota 55101

FRISCO REGION

April 20, 1981

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

Dear Mr. Reynolds:

In reference to the Interdivisional Service Agreement which we signed today.

This letter will confirm our understanding that this agreement does not permit this Carrier to have Ft. Worth-Madill ID crews make side trips to Dallas from Irving or to otherwise use these ID crews on that Irving-Dallas territory.

Please confirm this understanding by signing and returning the duplicate copy of this letter.

Yours very truly,

J. J. Ratcliff  
Assistant Vice President  
Labor Relations

AGREED TO:

  
General Chairman, UTU

am,0930



BURLINGTON NORTHERN RAILROAD

176 East Fifth Street  
St. Paul, Minnesota 55101

RECEIVED

APR 12 1982

OFFICE GEN. CHM.  
UNITED TRANS.  
UNION

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

April 8, 1982

File 3000-238-6

Dear Mr. Reynolds:

In reference to your letter of March 27, 1982 concerning the New Gribble Siding at Irving and the effect of the Letter of Understanding dated April 20, 1981 that was attached to the Madill Interdivisional Service Agreement.

That Letter of Understanding confirms our understanding that we will not use interdivisional service crews to service Dallas. It was not intended to establish any prohibition on the use of tracks that are properly a part of the Irving station complex. It does not restrict the use of the New Gribble Siding, which is north of the Irving depot, and it does not restrict these ID crews from using the FWD interchange tracks that are east of the wye at Irving.

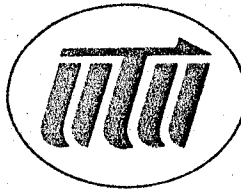
I therefore agree with your letter and will try to correct any misunderstanding that our local supervisory officers may have.

Sincerely,

J. J. Ratcliff  
Assistant Vice President

ch1214

# *united transportation union*



W. REYNOLDS  
General Chairman

227 EAST SUNSHINE, SUITE 101  
SPRINGFIELD, MISSOURI 65807

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

March 27, 1982

Mr. J. J. Ratcliff  
Assistant Vice President  
Burlington Northern Railroad Company  
176 East Fifth Street  
St. Paul, Minnesota 55101

Dear Mr. Ratcliff:

This will have reference our recent discussions concerning the Letter of Understanding dated April 20, 1981, attached to the Madill Interdivisional Service Agreement with respect to interdivisional crews making side trips to Dallas from Irving.

The facts giving rise to our discussion were as follows:

The New Gribble Siding was constructed at MP 707, 3 miles north of the Irving depot which is located approximately at MP 709. Southbound BN ID crews until recently have been being held at New Gribble Siding until an FWD crew arrives Irving by auto or other means to accept interchange of the southbound train. By holding the BN crews at New Gribble Siding was resulting in crews being held as much as three hours waiting on FWD crews to arrive. This holding time was keeping the southbound BN crews from arriving Ft. Worth in some instances in time to secure their proper rest which was fouling the blocking of crews by other crews being rested being runaround them. Additionally, the holding of BN crews was causing a tremendous amount of unnecessary expense of overtime, etc., on the Carrier. The BN crews have unequivocally stated that they had rather be tied up at Ft. Worth instead of being held at New Gribble Siding so that they could get their proper rest and be called in their proper turn back north from Ft. Worth.

Mr. J. J. Ratcliff  
March 27, 1982  
Page 2

This will confirm that I advised you that it was not the Organization's intent nor did the Letter of Understanding contemplate, restricting the Carrier from interchanging solid over the road trains with the FWD at Irving under the provisions of Article 27 (Article VII of the January 27, 1972 National Agreement) of the Conductors' and Brakemen's Schedule and the same provisions found in Article 16 of the Firemen's Schedule. It is my understanding that the crews are no longer being unnecessarily delayed as in the past as the BN crews are interchanging the train to the FWD trackage at Irving or in some cases, the FWD crews are receiving delivery of the train at New Gribble Siding, all of which is permissible under the above-referred to agreement rules of the respective agreements.

Trust this confirms and clarifys any misunderstanding in connection with the above; however, if you do not agree that the above correctly recites our understanding, please advise.

Yours very truly,

ORIGINAL SIGNED BY  
J.W. REYNOLDS

J. W. Reynolds  
General Chairman

JWR/jmc

cc: J. S. Gaston, LC-69  
W. A. Alford, S&T-69  
C. S. Davis, Jr., LC-243  
S. C. Davis, LC-243  
R. L. Stanley, S&T-243  
D. L. Apker, LC-949  
B. C. Painter, LC-949  
J. R. Walker, LC-949  
J. D. Wright, LC-949  
B. G. Mathis, S&T-949



BURLINGTON NORTHERN

RECEIVED

176 East Fifth Street  
St. Paul, Minnesota 55101

JUL 27 1981

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

July 22, 1981  
File 3000-238-6

Dear Mr. Reynolds:

In reference to your letter of June 16, 1981 concerning the moving and housing protective provisions contained in the Madill Interdivisional Service Agreement and associated agreements.

I believe that the following explanation correctly indicates the interpretations of those agreements that we contemplated in our discussions, both before and after the execution of that ID Agreement.

It is recognized that Conductors and Brakemen's Agreement Article 11, Section C requires a protected employee to exercise his seniority in a way that will prevent any necessity for a displacement allowance or, if unable to hold such a position, he must obtain the best paying position available to him and thus minimize the displacement allowance (if he does not, the earnings of the higher paying position is used as an offset against his guarantee). If a displaced Sherman employee (either former seniority district) can obtain a position at Madill that satisfies this requirement, then he is protected under the housing and moving allowances for a move to Madill only: if, instead, he elects to move somewhere else, it will be treated simply as an exercise of seniority (for which these allowances do not apply). If, on the other hand, the displaced employee must obtain a position at either Tulsa or Ft. Worth (for example) in order to eliminate or minimize the displacement allowance, then he may move his residence to that point and the allowances will apply.

When an employee entitled to these allowances moves to Madill I believe that, because it is such a small community, we recognize that moving to a residence that is within 15 miles (by road) of the on/off-duty point at Madill constitutes "moving to Madill." Thus the employee must move closer to the Madill on/off-duty point than he lived on June 1 and must locate within that 15 miles.

So far as the company purchasing homes is concerned, in our negotiations we repeatedly indicated that we would recognize the residence definition and limitation that was contained in the York-Mobile Agreement. That sentence reads:

"The term 'residence' as used herein means the single primary abode of the employee, consisting of not more than one dwelling unit utilized for residential purposes only and on a building site of not more than two acres (or the minimum site required by zoning regulations in the community, if greater) including house trailer."

By way of further explanation, another provision of that agreement indicates that the "house trailer," referred to above, is one that is "affixed to that site."

This Carrier does not require an employee to try to sell his residence before he offers it to this Carrier. However, if he does list it with a real estate firm, the agreements do not make the Carrier liable for real estate commissions (he can protect himself by making certain that in his agreement with the real estate firm he reserves the right to sell to this company "or its designee" without being liable for the commission). If an employee receives an offer for his residence that is below the established fair value, Section 10 of the Washington Job Protection Agreement requires that he advise the Carrier of the offer in order to allow the Carrier the opportunity to tell him to accept it, and then pay him the difference.

When a qualified employee contemplates that he may move his residence (under conditions for which the allowances would be made) he may request his Superintendent to have his owned residence appraised by the Company. When this is done, if there is a dispute about the fair value, that dispute is to be resolved in the manner set forth in Section 11 of the Washington Job Protection Agreement. Once that value is fixed, he may make arrangements through the proper Carrier officer (now handled by the Human Resources Department) to be moved. When he actually moves, the Carrier "closes" on the property, making full payment.

Both Sections 10 and 11 of the Washington Job Protection Agreement limit the Carrier's liability for expenses and/or losses to the 3-year period commencing June 1, 1981 (the date this ID service was implemented). Expense claims must also be submitted within 90 days after incurred.

In our negotiations we also agreed that the moving would be done in the same manner that was required by the York-Mobile



Mr. J. W. Reynolds

-3-

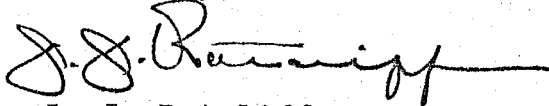
July 22, 1981  
File 3000-238-6

Agreement; that is, by a professional mover selected by the Carrier, fully insured, without cost to the employee. This company pays the mover directly, but damage claims, if any, must be handled by the employee with the mover.

Includable in the employee's reimbursable expenses is car mileage for up to two personal autos at 20 cents per mile.

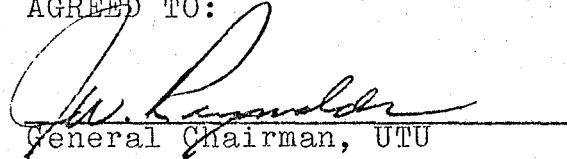
If you agree that the foregoing correctly recites our interpretations and understandings, please so indicate by signing the duplicate copy of this letter and return it to me.

Sincerely,



J. J. Ratcliff  
Assistant Vice President

AGREED TO:

  
General Chairman, UTU

cw1114

**Memorandum of Understanding  
Between  
BNSF Railway Company  
And  
United Transportation Union**

The purpose of this Understanding is to provide for the operation of unit rock trains moving between various crusher facilities in the territory north of Madill, Oklahoma, to and including (Mile Post 575) and distribution facilities between Madill and Fort Worth, Texas and to and from Fort Worth for further handling by other crews to/from facilities beyond Fort Worth. Now, therefore, IT IS AGREED:

1. The existing Interdivisional through freight pool working between Madill and Fort Worth will handle these unit rock trains in the normal crew rotation, in addition to other traffic handled by this pool (i.e., this Understanding does not create a separate pool and does not create any "preferred service" within the existing pool). Typically, the first out pool crew at Madill will be called to transport to the train north of Madill, operate the train back southward through Madill and on to destination north of Fort Worth or to Fort Worth. The crew will then either transport to Fort Worth for lodging or be relieved at Fort Worth and placed in the Interdivisional pool crew rotation there. Conversely, the first out pool crew at Fort Worth will be called to take control of an empty train at Fort Worth or transport to the empty train north of Fort Worth, operate the train northward through Madill to the crusher and then transport back to Madill to tie up.
  - 1.1 Crews in this service may be returned to their home terminal after delivering the train to destination and shall be allowed a "flip" rate as if they had completed a round trip. It is expressly understood that crews shall not be used in turnaround service out of the away-from-terminal.
  - 1.2 Other crews at Madill will not be considered run around when crews in this service are properly operated through Madill pursuant to this Understanding.
2. Other than spotting the train for loading or unloading, these Interdivisional pool freight crews may not participate in any loading or unloading of these trains and the crew will not be censured or disciplined in any manner for refusing to do so.
3. Interdivisional pool freight crews in this service shall not be used to handle other than rock trains north of Madill and crews working in the Madill to Tulsa Interdivisional pool may not handle these unit rock trains.
4. Interdivisional pool crews used in this unit rock train service will be paid an allowance of \$96.89 in addition to the standard Madill – Fort Worth Trip/Flip Trip Rates.

4.1 The allowance provided for herein (\$96.89) is subject to all future wage and COLA increases.

5. The overtime threshold applicable to the Ft. Worth – Madill ID service prior to the effective date of this Understanding is not to be changed pursuant to the terms of this Understanding.
6. Employees with a seniority date after April 20, 1981 may bid for and be assigned to positions headquartered at Madill.
7. Madill turns going “no-bid” may be moved to the Ft. Worth end of this pool. Employees with a seniority date established on or before April 20, 1981 may require BNSF to return a turn moved from Madill to Ft. Worth pursuant to this provision, back to Madill.
8. This Agreement governs the handling of rock train operations by the existing interdivisional service pool and except as provided herein, all other agreements and understandings remain unchanged.

Signed and effective this 1<sup>ST</sup> day of February, 2007.

  
General Director Labor Relations

  
UTU General Chairman



Gene L. Shire  
General Director  
Labor Relations

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Mr. R.D. Kerley  
General Chairman UTU  
3856 West Chestnut Expressway  
Springfield, MO. 65802

January 24, 2007

Dear Mr. Kerley,

This is in reference to discussions regarding the establishment of a more manageable equity arrangement for crews at Fort Worth and Madill as a result of the anticipated increases in the number of pool freight crews needed to handle this new operation.

We agreed that all concerned would be better served by an arrangement that generally allows employees residing at Madill to work Madill-based assignments and, conversely, employees residing at Fort Worth to work Fort Worth based assignments. To that end, we agreed to terminate the allocation of equity assignments for Madill "prior-rights" employees on the Fort Worth based Oklahoma City pool (Red Rock Subdivision), and in exchange we would agree that the equity arrangement in the Fort Worth – Madill Interdivisional service pool will be changed to 50/50.

If future changes in business patterns or operations in these two pools significantly impact the balance of positions available to the respective terminals, the parties will revisit this arrangement.

If the foregoing accurately reflects our understanding, please affix your signature in the space provided below and return a fully executed copy to the undersigned.

Sincerely,

  
\_\_\_\_\_

I AGREE:

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