

**MEMORANDUM OF AGREEMENT**  
Between Burlington Northern Santa Fe Railroad  
and  
United Transportation Union  
(Former Frisco Conductors, Brakemen and Firemen)

This Agreement is made pursuant to the Carrier's notice dated February 28, 1997 to establish interseniority district service between Thayer, Missouri and Blytheville, Arkansas, in an effort to provide improved service between those locations, and create opportunities to secure new steel business originating at Blytheville.

IT IS AGREED:

1. a. A separate pool of interdivisional crews may be established at Thayer, Missouri and/or Blytheville, Arkansas, for the purpose of providing interdivisional service between Blytheville and Thayer, under the existing rules governing pool freight service, except as specifically provided herein. This interdivisional service shall be subject to equalization of mileage between the Thayer and River seniority districts, based on the mileage run on each seniority district. The pay miles of the run is 173 miles. The mileage of the Thayer seniority district is 122.8 miles, and the mileage of the River seniority district is 50.2 miles.
- b. Initially, three Thayer seniority district crews will be assigned at Thayer to operate interdivisional through freight trains between Thayer and Blytheville. The number of crews assigned may be adjusted by mutual agreement between the Local Chairman and Local Carrier officer as needed to protect the service, depending on the volume of trains operated in the territory. For Thayer crews, Blytheville will be the away from home terminal for this service. The Carrier will provide lodging for Thayer crews tied up at Blytheville, under the provisions of existing Agreements.
- c. For each trip (working or deadheading) made by a Thayer crew in this territory, 50.2 miles will accrue to River district employees for equalization purposes. Except as provided in Section 4 of this Agreement, on January 1 of each calendar year, the Thayer/Blytheville pool will be headquartered at Blytheville, Arkansas, with Blytheville as the home terminal and Thayer, Missouri the away from home terminal for this service. While headquartered at Blytheville, the Thayer/Blytheville pool will be protected by employees from the River seniority district. The pool will remain headquartered at Blytheville until River district crews have accumulated a sufficient number of trips to work off the accrued mileage due them. When those accrued miles have been worked off, the Thayer/Blytheville pool will then be reestablished at Thayer, Missouri and will be protected by employees of the Thayer seniority district.

- d. The Carrier will provide lodging for Chaffee crews tied up at Thayer, under the provisions of existing agreements. For a period of one year after the effective date of this Agreement, Chaffee employees assigned to these pool crews at Blytheville who do not reside at Blytheville will also be furnished Carrier provided lodging at the agreed upon facilities.
2.
    - a. A Conductor Pilot will be furnished for crews assigned to this service for the portion of the run that is not on their home zone until the Carrier determines that the crew is sufficiently qualified on the other zone in the opinion of management. Other employees, including extra employees, who are later required to "learn the road " on this interdivisional territory will be paid for such familiarization trips as are deemed necessary by the Carrier as if they were working.
    - b. If the volume of trains in this territory reaches a level sufficient to warrant the establishing of at least one Chaffee crew on a permanent basis, a double-ended pool may be established, and the parties will meet to determine the proper rotation of crews in the pool to provide for the equitable division of work.
  3.
    - a. If an hours of service relief crew is needed and the tie-up occurs before the train has traversed the initial subdivision, the Carrier may call another interdivisional crew called from the originating terminal of the train, or the train may be handled by other (non-interdivisional) pool crews, who will be used only on their assigned territory. If the tie-up occurs after the train has traversed the initial subdivision, the relief crew shall be a non-interdivisional pool crew from the destination district. This provision shall not prevent the Carrier from having assigned crews (e.g., road switcher or local crews) handle these trains for hours of service relief purposes, so long as such crews are kept within their assigned territory.
  4.
    - a. Except when required by law, pool crews called in this interdivisional service will not be tied up between terminals of their runs or turned back to initial terminal, except when their movement is prevented (because of engine failure or derailment of their train), their route to destination is obstructed or impassable (due to wrecks, washouts, etc.), or when they are relieved where it becomes apparent that they have insufficient time (under the Hours of Service Act and Agreement rule) to complete their run. If the crew is returned to their initial terminal for these reasons, they shall be paid continuous miles for the trip terminal until return (but not less than the straightaway mileage of the run terminal-to-terminal) or hours, and the crew shall be restored to first-out position, available after rest. Subject to the foregoing exceptions, interdivisional pool crews will not be tied up en route or turned back to their initial terminal.

Interdivisional pool crews tied up under the 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 their original destination.

b. Crews working in this interdivisional service will be automatically restored to their proper turn at the next terminal (or if not possible there because of rest, at the next terminal where it is possible) if they do not tie up at a terminal in the same order in which they were properly called at the home terminal. The Carrier is not required to change crews in a terminal to avoid a runaround, but may exchange crews only when, in its judgement, the first crew is being delayed to the extent that further delay will jeopardize their availability under the law to complete the trip to their destination terminal. If a crew does not desire to be restored to their proper turn after being runaround, the Conductor must submit a written request to that effect to the crew caller within one hour after tying up at the next terminal after the runaround occurred.

5. a. When a crew in this 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 cancelled before the employe leaves his residence or (away from home) lodging facility, the foregoing sentence (and payments) do not apply. If "runaround" account not rested, such crew will not be due additional pay but will be restored to their same relative position on the pool board at their home terminal at first opportunity, provided they give written notification to the Caller.

b. Interdivisional crews who perform some service but who are released before leaving their initial terminal, will be paid 100 miles at through freight rate and be restored to their 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 "run around" when the runaround is because of equalization, rest or other reasons specified in this Agreement.

6.
  - a. Crews operating these interdivisional trains may perform a total of three pickups and/or setouts en route on this interdivisional territory, subject to the usual work restrictions applicable to conductor-only crews under existing crew consist agreements. Setting out bad ordered cars is permissible at any time, and shall not be considered as being violative of this provision.
  - b. Crews operating in this interdivisional service will not be required to perform any switching of cars at their initial or final terminals, except that bad order cars may be set out at any time regardless of when discovered.
  - c. For final terminal delay purposes, crews operating these interdivisional trains will indicate their arrival at the time they reach the south siding switch at Blytheville, and all time in excess of 1 hour 20 minutes thereafter will be paid for as final terminal delay, until the crew registers off duty at the designated tie up point.
7.
  - a. To expedite the movement of trains in this territory, the Carrier shall determine the conditions under which these interdivisional crews may stop to eat en route. When crews working or deadheading in this service are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless the crew is on duty in excess of eight hours, in which event \$5.00 will be allowed in lieu of the \$1.50. If the crew is a Conductor only crew on duty in excess of eight hours, \$6.00 will be allowed rather than \$5.00. These allowances are applicable to any employee in this interdivisional service, regardless of their seniority date.
8.
  - a. For a period of one year following the effective date of this Agreement, employees assigned in this interdivisional service will be provided a payroll period compensation guarantee equal to seventeen (17) basic days at the Conductor's basic through freight (unassigned, less than 100 mile) rate of pay.
  - b. Employees who are force assigned to or displaced from this interdivisional service, regardless of the time of day, shall utilize that calendar day in the computation of the amount of the guarantee. Employees voluntarily bidding or bumping on one of these assignments will count only those full calendar days (12:01 AM to 11:59 PM) during which they were assigned to such service in computing the guarantee due. The amount of the employee's payroll period guarantee will be prorated and may be reduced on the basis of 1/13, 1/14, 1/15 or 1/16 (depending on the number of days in the payroll period) for each 24-hour period or portion thereof, when an employee lays off or is otherwise unavailable for service.

c. If an employee's payroll period compensation guarantee computed pursuant to this Section exceeds the employee's actual compensation for that payroll period (including any compensation received under any federal or state unemployment insurance program), he shall be paid the difference. Special allowances paid for working on reduced crews, penalty payments and payments for attending operating rules classes, training classes, physical examinations and holidays shall be paid in addition to the guarantee amount. There shall be no duplication or pyramiding of benefits to any employees under this Article and/or other Agreements or rules.

Signed this 30<sup>th</sup> day of October, 1997.

FOR CONDUCTORS, BRAKEMEN AND  
FIREMEN REPRESENTED BY UNITED  
TRANSPORTATION UNION:

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FOR BURLINGTON NORTHERN  
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