

ARTICLE 45 - EXPENSES - MEALS AND LODGING

Section A - Freight Crews Eating

Art. 35 Bkm
Art. 52 Cdr
Modified

(1) Crews in pool freight service shall be allowed a reasonable length of time for eating, but they shall first be required to obtain permission from the dispatcher.

M/U eff.
1/1/66 Cdr
Modified

(2)(a) Crews in regular assigned freight service (local, road switcher, etc.) will be allowed a reasonable length of time to eat, without deduction in pay, before the expiration of every 6 hours, provided they obtain permission from the dispatcher a reasonable time in advance. The 6-hour period referred to shall apply to a second meal period, computed from time first meal period is completed.

(b) Except in cases where circumstances beyond the control of the Carrier are involved, or in emergencies as defined in Article 37 of this Agreement, the lunch period will be given and completed within the above period. Conductors or Brakemen not allowed lunch period within the time above specified account the exceptions referred to above will be given lunch period as soon as possible.

(c) If crews upon their arrival at their final terminal are required to perform work (i. e., switching, other than disposing of their train and tying up) and they have been on duty 6 hours or more since completion of last meal period, they will be allowed the lunch period referred to above.

Section B - Conductors' and Brakemen's Accommodations
Between Terminals

Art. 28 Bkm
Art. 49 Cdr
Revised

Where possible a crew or individual shall not be tied up at points where there are no suitable eating and sleeping accommodations.

Interpretation:

When a crew or individual is released from service at a point where food and lodging is not available and, for that reason, is then transported to another point where such facilities are available, the proper payment is continuous time (and not deadhead pay) until arrival at the food/lodging point. The same principle applies when the sequence of service and travel is reversed.

(Article 45, Cont'd)

Section C - Expenses Away From Home

(Article II of the June 25, 1964 National Agreement as revised by National Agreements of January 27, 1972 and August 25, 1978, except as otherwise indicated)

Indicated

(1) (a) When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for 4 hours or more, each member of the crew so tied up shall be provided suitable lodging at the Carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

(b) If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

(2) When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Paragraph (1) of this Section C) other than the designated home terminal for 4 hours or more, each member of the crew so tied up shall receive a meal allowance of \$2.75 and if held an additional 8 hours shall be entitled to an additional \$2.75 meal allowance.

Note: For the purpose of this Section C, Extra Board employes shall be provided with lodging and meal allowance in accordance with the rule governing the granting of such allowances to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment. (See also Section D, below.)

(Article 45, Cont'd)

Section D - Expenses - Extra Men At Outlying Points
(Section 1 of Article XI of the January 27, 1972
National Agreement, except as otherwise indicated)

Indicated

Section C, above, is amended to cover employes in train service called from the Extra Board or used in the capacity of an extra employe to fill vacancies at outlying points subject to the following additional conditions:

(a) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained. (It has been subsequently agreed nationally that the 30 miles is to be measured by rail.)

(b) Lodging or allowances in lieu thereof where applicable will be provided only when extra employes are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

Interpretations: (National - November, 1975)

The payment of both meal and lodging allowances would be required to extra employes at outlying points (having met the required criteria) under the following circumstances:

- (1) When tied up 4 hours or more at an outlying point(s) prior to going on duty for the first tour of duty, except that the lodging benefits apply under these circumstances, only when the extra employe is held at the outlying point for more than one tour of duty.
- (2) When tied up 4 hours or more between each tour of duty at the outlying point(s).
- (3) When held 4 hours or more, after completing the last tour of duty at the outlying point(s), before commencing return trip to home terminal (point of supply for extra employes).

(Article 45, Cont'd)

Section E - Frisco Implementing Agreement-Lodging

Indicated

(1) This Section is supplemental to and intended to implement the provisions of Sections C and D of this Article.

(2) At certain points accommodations will be provided at specific facilities as specified by agreement.

* * * (points not listed here) * * *

Existing transportation arrangements at any of the above, are continued. It is understood that the above lodging provides single (except as indicated above), air-conditioned and heated rooms with private or connecting bath.

(3) (a) At certain points, specified by agreement, lodging will be provided at Carrier-owned or leased facilities.

* * * (points not listed here) * * *

(b) In agreeing to the above Carrier facilities it is understood that the linens will be changed after each occupancy, and towels and soap will be furnished. These facilities are to be properly air-conditioned and heated, placed and maintained in a clean and sanitary condition and with bedding to be replaced as needed.

(4) A cash allowance of \$4.00 (in lieu of furnishing lodging) will be allowed at certain points specified by agreement.

* * * (points not listed here) * * *

(5) In the event the facilities listed in Paragraphs (2), (3) and (4) above, at any time are inadequate to accommodate the number of employees entitled to lodging under the provisions of Sections C and D of this Article, alternate facilities of equal quality will be provided by the Carrier at no expense to the employees.

(6) When tied up on line of road and not under pay at a point other than those mentioned in Paragraphs (2), (3) and (4) above, the lodging allowance specified in Paragraph (4) above and the meal allowance will be made in the same manner as if tied up at the away-from-home terminal under Section C (1) of this Article, except where meal is furnished when working with wrecker crew. These allowances are not to be made when tied up at the designated tie-up point of an assignment.

(Article 45, Section E Cont'd)

Ditto

Note: The words "designated tie-up point" as used above mean the layover point of the assignment or the home terminal of the assignment.

(7) If the assignment of an employe is such that he would be entitled to lodging at his point of residence or if he is entitled to lodging at the home terminal of his seniority district, he may, in lieu of using the Carrier-provided lodging, claim and receive a \$4.00 cash allowance.

(8) (a) When an employe ties up at a point at which he could be entitled to lodging or an allowance in lieu thereof, but it is the intention to aggregate him on another tour of duty or to deadhead him in less than 4 hours, he will be so advised before he leaves railroad premises. After being so advised, if he should, nevertheless, obtain lodging it will be at his own expense unless he qualifies for reimbursement under the following paragraphs.

(b) If such employe has been advised that he will be aggregated or deadheaded in less than 4 hours, he will, unless he is instructed to report for duty or deadheading in less than 4 hours or unless he has been earlier advised that the "less than 4 hours' tie-up" is canceled, become entitled to reimbursement for any lodging that he may have obtained, to a \$4.00 cash allowance or to lodging provided in Paragraphs (2) and (3) hereof, at the expiration of 4 hours off duty.

(c) In the event that the employe is instructed to report for duty or deadheading in less than 4 hours, all the time in excess of 1 hour and 15 minutes from time of reporting for duty or deadheading until his train departs from terminal (as the latter term is defined in the Initial Terminal Delay Rule) shall be added to the actual time tied up to determine if the employe was tied up 4 hours or more for purposes of determining his eligibility for reimbursement for lodging obtained at his own expense or the \$4.00 cash allowance in lieu thereof; provided, however, that time consumed in performing service after the entire crew reports for duty, for which he receives an arbitrary, or special allowance and time consumed in a meal period, at the initial terminal, shall be added to the before-mentioned 1 hour and 15 minutes.

(d) The meal allowance provided in Section C (2) of this Article will be paid whenever an employe is entitled to lodging, or an allowance in lieu thereof, under the provisions of the above 3 paragraphs.

(Article 45, Section E Cont'd)

Ditto

(9) If and when the Carrier or the Organization, parties hereto, desire to change any of the lodging facilities or allowances specified herein or the provisions of this Section E, separately or entirely, either party may request conference which will be held within 30 days of such a request and after such conference, may cancel this agreed lodging, allowance, provision or this Implementing Agreement by 20 days' advance written notice served upon the other party. In the event of cancellation of any of the facilities or allowances specified in this Section E, Paragraphs (5) and (6) of this Section E shall not apply at that point until another agreement is reached in regard to the involved point.

Section F - New Lodging Facilities

M/A eff.
11/21/73
As Revised
M/A eff.
8/11/78

(1) In lieu of continuing to use an agreed upon commercial lodging facility or paying the cash lodging allowance, the Carrier may elect, at any point, to furnish lodging by having a new lodging facility built for the exclusive use of Carrier's employes. This "exclusive-use" provision does not apply to any restaurant or eating facility that may be operated in conjunction with the lodging facility and such restaurant may be open to the general public. The matter of transportation for the employes to and from such new lodging facilities and the on/off duty points will be resolved at a later date.

M/A eff.
11/21/73
Revised

(2) Any such new lodging facility shall at least meet the following minimum requirements:

(a) Sleeping rooms shall be furnished for single occupancy. Such rooms shall be at least 100 square feet plus private bathroom (toilet, wash basin and shower). They shall be carpeted, have individually controlled heat and air-conditioning and be furnished with at least a full-sized bed, a chair, writing desk and clothes rack.

Ditto

(b) Each such lodging facility shall have a recreation/lounge room equipped with sufficient comfortable chairs, tables and a color television set. Such room shall be for the use of the employees lodging at the facility and shall take the place of any other agreement-required recreation room.

(c) Each such lodging facility shall be of substantial construction and be properly insulated. Hallways shall be carpeted.

(3) The employees, their labor organization and representatives shall cooperate in avoiding and preventing abuse of such new lodging facility, and equipment. They shall also cooperate to prevent loud, boisterous or unseemly behavior which may damage the facility or its equipment or furnishings, disturb the other occupants or otherwise create problems. An employe signing the register for occupancy shall thereby signify his acceptance of personal responsibility for the condition and contents of his sleeping room. The employe may be required to make a deposit for his key which shall be returned when the key is returned.

BN 6/18/85 OPS. 21-85

MEMORANDUM OF AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
(Former SL-SF Ry.)
And The
UNITED TRANSPORTATION UNION

IT IS AGREED:

1. (a) Article 45, Section E(7), of the Conductors' and Brakemen's Schedule Agreement is revised to read as follows:

"(7) An individual trainman who resides at other than the home terminal of his assignment may reverse his lodging point and may elect either: (1) to use the designated company-paid lodging facility at the home terminal of his assignment in lieu of company-paid lodging at the away-from-home terminal; or, (2) in lieu of using the Carrier-provided lodging, may claim and receive a \$7.50 cash allowance provided, however, that both of these allowances are limited so as not to exceed, in any semi-monthly pay period, the number of daily lodging charges that the company incurred for the other members of his crew who used the away-from-home terminal lodging. The employee must give advance, written notice of his intention to utilize this option. An employee who elects either of these options will be called only by phone. Also, for those employees electing to reverse their lodging and take the cash allowance or the company-paid lodging at that point, the Carrier shall be obligated to furnish whatever transportation is furnished other employees at that point between the company-paid lodging and the on/off duty point."

(b) Article 45, Section E(4) and E(8)(b) and (c) of the Conductors'/Trainmen's Schedule Agreement is revised to substitute "\$7.50" for "\$4.00."

2. (a) Article 35, Section E(7), of the Firemen's Schedule Agreement is revised to read identically with Conductors'/Brakemen's Article 45, Section E(7)--see Section 1(a) of this Agreement--except to substitute "Fireman" for "Trainman."

(b) Article 35, Section E(4) and E(8) (second and third paragraphs) of the Firemen's Schedule Agreement are revised to substitute "\$7.50" for "\$4.00."

Signed at Springfield, Missouri, this 18th day of June, 1985, and effective June 24, 1985.

FOR: BURLINGTON NORTHERN RAILROAD COMPANY
(Former SL-SF Ry.)

By: H.R. Burks
Regional Director Employee Relations

By: J.J. Brantley
Assistant Vice President-Labor Relations

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

By: J.W. Reynolds
General Chairman