

BN OPS-93-01
CT-86 (i) Burl. to Des Moines

MEMORANDUM OF AGREEMENT

Between

BURLINGTON NORTHERN RAILROAD COMPANY

And The

UNITED TRANSPORTATION UNION

Pursuant to Carrier's notice dated November 3, 1992, in accordance with Article IX of the October 31, 1985 UTU National Agreement, the parties agree that assigned intra-seniority district freight service may be established between Burlington and Des Moines Iowa. The following conditions will apply:

Section 1

Assignments for freight crews may be established at either Burlington or Des Moines, Iowa. A sufficient number of crews will be assigned to handle the traffic in the manner prescribed hereinafter. The actual operation of this pool will be as follows:

- (a) Assignments will be bulletined, as prescribed by agreement, and will be posted for bidding by trainmen in the Illinois-Wisconsin Seniority district.
- (b) The bulletin will describe the nature of the service, specify train number and destination, days of the week to be operated, time on duty, and mileage of the run.
- (c) These runs will be subject to UTU-CB&Q Rule 75, as revised on page 85-87 of the Agreement.

Section 2

(a) Except as otherwise provided in Rule 75, and by this agreement, assigned crews will be run on the train scheduled, and on the dates specified by bulletin, to the opposite terminal, provided that they have full rest under the Hours of Service Act. Should there be no rested crews, in this assigned service, then an extra trainmen may be called, from the Galesburg-Creston Road Extra Board, to operate for one round trip under the provisions of this agreement.

(b) All temporary vacancies, in this service, occurring at either terminal, will be filled by the Galesburg-Creston Road Extra list. Permanent vacancies will be filled in accordance with Letter of Understanding dated September 14, 1977. Note: It is understood the "point", as referred to in paragraph 5 (a),1st, is Galesburg, the source of supply for this assignment".

Section 3

(a) Except in case of emergency (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains) crews assigned to work in this service will not be used for short service between the two established terminals.

(b) All necessary relief work as a result of the Hours of Service Law will be manned by extra employees called from the Galesburg-Creston Road Extra Board, subject to the Carrier's continued right, under the provisions of National Agreements or Awards, to use yard crews to perform such work.

(c) Nothing contained in this agreement is intended to prohibit these crews from being used on trains that traverse only part of the specified territory, provided the crews are then transported forward to the opposite terminal, or paid as though they had been. Likewise, nothing in this agreement is intended to prohibit these crews and other crews, assigned in this inter-seniority district service, provided for in this agreement, from combining trains or exchanging trains, with other assigned trains that are destined for the same terminal.

Section 4

(a) Employees working in this intra-seniority district service will have a fixed point for going on and off duty. The point for going on duty will be the same point for going off duty at each terminal. The fixed point may be changed by the Carrier by giving ten days written notice to the interested UTU Local Chairmen.

(b) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the employees.

Note: Suitable transportation includes carrier-owned or provided passenger-carrying motor vehicles or taxi.

Section 5

(a) Employees working in this intra-seniority district service shall be paid at the rate applicable for mileage encompassed in a basic day, as outlined in Article IV of PL 102-29. All miles run in excess of the miles encompassed in a basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985, by the number of miles encompassed in a basic day on that date. Car scale additives will

apply to mileage rates calculated in accordance with this provision. Deadheading will be compensated as provided in Article VI of the October 31, 1985 National Agreement.

(b) The mileage on this inter-seniority district service is as follows and shall be equalized on that basis:

Burlington to Ottumwa (E. Otta)	74.2 miles	44%
Ottumwa to Des Moines (W. Otta)	93.0 miles	56%
TOTAL	167.2 miles	

Section 6

Equalization of work between these employees, as contemplated in Implementing Agreement No. 7, will initially allocate two crews to West Ottumwa, and one to East Ottumwa. When one subdistrict accumulates line mileage equal to 3500 miles above their share, the Carrier will rebulletin a crew assignment, to the other prior right employees, so that equalization may be accomplished. Failure of prior right employees to bid on the run-off assignment will result in forfeiture of mileage.

Section 7

Employees working, or deadheading by freight train, in this service will not be permitted to stop to eat, and will be allowed \$1.50 per trip or tour of duty. However, if an employee requests to be permitted to leave the train in order to eat en route and is granted permission to do so, the employee will not be entitled to the \$1.50 allowance, as specified in Article IX of October 31, 1985 National Agreement.

Section 8

(a) Employees at the away-from-home terminal will be provided lodging as defined in BN Labor Agreement 7/18/80. When lodging is more than 3/4 of a mile from the off duty point, the Carrier will provide suitable transportation in both directions

(b) Employees in this service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions. Employees will be entitled to a third meal allowance provided in letter of Understanding dated February 15, 1978 (BN 2/15/78E).

Section 9

(a) Disciplinary hearings or investigation involving an employee in this intra-seniority district service will be held at the crew's home terminal, except when the

majority of the principals who are to be called live elsewhere. If the investigation is held at a location other than the crew's home terminal, the employees will be paid for travel time and the time consumed by the investigation on a minute basis at the pro rata rate of pay which he received for the last previous service performed unless it is established in the investigation that the employee was guilty of a rules violation which results in suspension or discharge. Should an employee lose a full round trip as a result of attending an investigation and the employee is not suspended or discharged for a rule violation, the employee will also be compensated the equivalent of the earnings of the employee who worked the turn.

(b) Should an employee be tied up at the location where the investigation is held, the provisions of Article II (Expenses Away From Home,) of the June 25, 1964 Agreement, as amended, will apply. Transportation to and from investigations, held at other than home terminal will be provided by the Carrier.

Section 10

Crews will be furnished lockers and adequate washroom facilities at their away-from-home terminal in the immediate vicinity of the on/off-duty point (or transportation to and from the facility will be provided, if not in the immediate vicinity.) Minimum size of the lockers will be 21" X 18" X 72."

Section 11

Employees who are required to deadhead over the expanded district under the provisions of this agreement, will be provided with reasonable comfort while so deadheading. Whenever an employee is required to deadhead on a freight train, comfortable seating for both the working crew of the train and the employee being deadheaded will be provided. If a caboose of the type now in service is used, no more than one crew will be deadheaded on the working caboose.

Section 12

The provisions of Article XIII of the January 27, 1972 National Agreements shall apply to employees adversely affected by the inauguration of this service.

Section 13

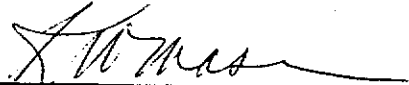
Except as specifically provided herein, the CB&Q Schedule will apply to all crews working in this territory. In addition, unless specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of agreements or schedule rules, or the Merger Protection Agreement as implemented between the Carrier and the United Transportation Union.

This agreement shall be effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas this 28th day of JANUARY, 1993.

FOR:


UNITED TRANSPORTATION UNION



General Chairman (UTU)

FOR:

BURLINGTON NORTHERN RAILROAD
COMPANY



Assistant Vice President Labor
Relations



Associate General Chairman (UTU)



BURLINGTON NORTHERN RAILROAD

RICHARD E. CASSITY
Assistant Vice President Labor Relations

3000 Continental Plaza
777 Main Street
Fort Worth, Texas 76102-5384
Telephone: (817) 878-3002

January 7, 1993

Side letter 1

Mr. K. W. Mason
General Chairman, UTU
9030 Yukon Street, Suite 4500
Westminster, Colorado 80021

Dear Mr. Mason:


This has reference to our conversation on January 28, 1993, concerning Section 3 (c) of OPS - 93 - 01, dated January 28, 1993, providing for Burlington to Des Moines Intra-seniority District Freight Agreement. You related your concern that this provision, which allows for the exchange of trains en route with other crews, could be used by the Carrier to handle traffic normally handled by the Galesburg to Creston I D pool, which could, effectively be used to change the manner in which this pool is operated.

Following this conversation, I spoke with the Galesburg Operating Officers and was informed that it is not their intent to use Burlington to Des Moines I D crews, to operate trains that presently operate in the Galesburg to Creston I D Pool, in either direction.


Therefore, it is understood that Section 3 (c) will not be used for the purpose of altering the manner in which trains are currently operating in the Galesburg to Creston Pool. It is clearly understood that exchange or combining of train will only be done on trains that are destined for the same terminal.

If you concur with this handling please sign below.

Sincerely,


R. E. Cassity
Assistant Vice President
Labor Relations.

I Concur:


General Chairman, UTU