

BN

CT-86(i)-2 Galesburg - Creston

MEMORANDUM OF AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
And
UNITED TRANSPORTATION UNION (C&T)

Pursuant to Article XII, Section 2, of the National Mediation Agreement dated January 27, 1972, the parties agree that intraseniority district freight service may be established between Galesburg, Illinois and Creston, Iowa, through Ottumwa, Iowa. The following conditions will apply:

Section 1. A pool of crews will be established and maintained at Galesburg, Illinois sufficient to take care of traffic in the manner prescribed hereinafter with the understanding that the total number of crews in the pool will be adjusted on the following basis:

- (a) This freight service pool shall be regulated on the basis of assigning a sufficient number of crews so as to provide an average within the range of 3,400 and 3,800 line miles per month.
- (b) For the purpose of adjusting the number of turns in this freight pool, only the line mileage for road trip service and deadheading shall be used to determine the number of turns that are to be assigned therein. The Carrier shall furnish the involved Local Chairmen a semi-monthly report showing line miles run (and deadheaded) by crews during the last 15 day period.
- (c) The phrase "within the range" means that miles will be regulated within the prescribed limits. The average monthly miles within that range will be agreed upon between the designated local Carrier officer and the involved UTU Local Chairmen.

Section 2. (a) Except as otherwise provided in this agreement, long pool crews will be called first-in, first-out at each terminal provided that the first-out crew has had full rest under the Hours of Service Act. If possible and when no other trains would be delayed thereby, the first-out crew's call may be held up for as long as thirty minutes so that they may obtain full rest and depart in their proper standing. If the first-out crew does not have full rest, the next following crew that is fully rested will be used. Should there be no crew in the pool which is fully rested, then a make-up crew may be

called at the home terminal to operate for one round trip.

(b) Subject to the exceptions contained in this agreement, trainmen on a long pool crew who are not called to report for duty or deadheading in the order of their proper standing will be allowed 100 miles at the applicable rate of pay (or, if greater, the difference in earnings for the proper trip(s), until their arrival at the next terminal where restoration can be accomplished), for each time another crew in the same service is improperly called to report before (i.e., in advance of) them and they shall continue to retain their position until properly called. Trainmen entitled to such payment will be entitled to "restoration of turn" under the provisions of Paragraph (e) of this Section. It is understood that the Carrier may, without penalty, remove a crew from the train for which called and place them on another train or deadhead them.

(c) Trainmen on long pool crews will not be entitled to runaround payments based on departure from the initial terminal of the trip in other than order of call, runaround payment account not rested, and for other exceptions specified in this Agreement.

(d) When the trainmen on a long pool crew qualify for any payment under Schedule Rule 64 (a), (b), and (c) captioned "Called and Not Used," "Called, Performs Service and Not Wanted," and "Called Cancelled," respectively, the crew will continue to stand first out, instead of last out. When the crew has performed some service or has been called, reported for duty and released under that rule and is returned to the first-out position, it will not be called for service again until rested (except they may be called to deadhead to their home terminal before rested) and, in such event, they will be allowed not less than 100 miles for the call and release and it is recognized that other crew(s) may be called around them without penalty while resting.

NOTES: (1) The provisions of this paragraph do not apply to individual Extra Conductors or Brakemen when the call and release occurs at their Extra Board terminal; but, instead, such Extra Trainmen will be handled (and paid) in accordance with applicable schedule agreement rules.

(2) It is understood that when a crew has been called and released in a manner that did not interrupt their "rest" under the Hours of Service Act, then the crew retains their position and are already rested (i.e., they do not require an additional 8 hours' rest before being subject to another call).

(e) A long pool crew whose rotation is affected by the provisions of Section 2, 3 and 5 shall be restored to proper turn (i.e., original

rotation) at the next terminal if possible (if this is an away-from-home terminal and the crew is not rested in time to be restored, they will be restored to turn upon arrival at the home terminal), if they do not tie up at the final terminal in the same order-of-standing that they had when last called at the home terminal.

Each long pool crew arriving at either terminal will be marked up at the bottom of the list except when they are entitled to "restoration of turn". It will be the responsibility of the conductor to register his pool number with the crew caller upon arrival at the fixed on/off duty point or by telephone if transported direct to lodging facility.

(f) When a long pool crew is deadheaded out of one terminal via a mode other than a freight train, any question about being bypassed by a working long pool crew, or vice versa, shall be determined on the basis of their proper order at the initial terminal.

Section 3. When two long pool 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. Otherwise, applicable UTU-CBQ schedule rules will apply.

Section 4. (a) Conductor and brakemen extra lists will be established at Galesburg to protect service on former East Ottumwa and West Ottumwa seniority districts. These extra lists will be allocated on a 50% basis to prior right East Ottumwa and West Ottumwa conductors and brakemen. If vacancies on the extra lists are not assigned to prior right East Ottumwa or West Ottumwa employees, whichever is applicable, the position will be assigned in accordance with applicant's standing on the consolidated Illinois-Wisconsin Seniority District Roster.

(b) Ottumwa, Iowa will not be considered a terminal for unassigned service.

(c) Trainmen assigned in this long pool service will be permitted to lay off and report only at their home terminal, except they may lay off (but cannot report) at the away-from-home terminal in cases of sickness or other personal emergency.

(d) Temporary vacancies occurring on these long pool turns at their home terminal will be filled by the respective conductors or brakemen extra lists headquartered at that point. When it becomes necessary to use an emergency conductor because the East/West Ottumwa conductors' extra list is exhausted, emergency conductors will be called in the following manner:

- (1) Use the senior demoted conductor on the turn on which the vacancy exists.
- (2) If none, use the senior rested and available

demoted conductor assigned to another turn in that same long pool with the same prior right designation as the vacancy.

- (3) If none, use the senior rested and available demoted conductor assigned to another turn in that same long pool with the opposite prior right designation.
- (4) If none, use the senior rested and available demoted conductor assigned to the East/West Ottumwa brakemen's extra list.
- (5) If none, use the senior rested and available demoted conductor assigned in other road service at that headquarters point.
- (6) If none, use the senior rested and available demoted conductor in yard service at that point.

(e) If a long pool brakeman lays off account sickness or other personal emergency at the away-from-home terminal, the remaining two-man crew may be required to work back to their home terminal under the provisions of Article 11 of the Crew Consist Agreement effective December 5, 1980. (See NOTE under (f) below.)

(f) If a long pool conductor lays off account sickness or other personal emergency at the away-from-home terminal, and there is a demoted conductor assigned as brakeman on the turn, the senior demoted conductor on the turn will be used. The two-man crew may then be required to work back to their home terminal.

NOTE: Under Paragraphs (e) and (f), if the crew on which the vacancy occurs is a reduced crew, then the brakeman vacancy (or conductor vacancy if there was no demoted conductor on the crew) will be filled by using the senior rested and available brakeman (or demoted conductor) on a 3-man long pool crew; if none, the senior rested and available brakeman (or demoted conductor) on the following reduced crew, but only one such move-up is permitted. If the vacancy is still unfilled or the move-up resulted in another vacancy that must be filled, deadhead an extra employee headquartered at the closest source of supply.

Section 5. (a) Except as provided herein, trainmen assigned to positions in this long pool service will not be used in other conductor or brakeman service except when there is no other conductor or brakeman from that seniority district, who is headquartered and available at that source of supply, for the other service.

(b) Trainmen assigned to positions in this long pool service who are used in other service because no other conductor or brakeman is available, will be paid not less than they would have earned had they remained on their long pool turn. However, if they are used in other service contrary to the prohibition contained in Paragraph (a), above,

they will be allowed actual earnings plus what they would have earned on their regular pool turn, except when such use was because of an emergency requiring their immediate use (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains or endanger lives or property).

(c) Long pool crews called (Galesburg to Creston, or vice versa) in this intraseniority district service will not be tied up between designated terminals of their runs or turned back to initial terminal, except when their movement is prevented (e.g., derailment of their trains), or their route to destination is obstructed or impassable (e.g., wrecks or washouts). 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 one-way straightaway mileage Galesburg to Creston or vice versa) or hours if greater, and the crew shall be restored to first-out position (available after rested). Subject to the foregoing exceptions, long pool crews will not be tied up en route or turned back to their initial terminal.

(d) Long pool crews who are tied up under the Hours of Service Law (as contemplated by the agreement rule) will be transported 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.

(e) All necessary road service relief work as a result of the Hours of Service Law on eastbound trains, east of Ottumwa, will be manned by extra crews headquartered at Galesburg. Relief work because of the Hours of Service Law occurring on westbound trains, west of Ottumwa, will be manned by the first-out long pool crew at Creston. This crew will be paid time or miles, whichever is greater, with a minimum of 100 miles and upon return to Creston be returned to the first-out position, available after rest and subject to restoration of turn at Galesburg. Only one short turnaround trip from the away-from-home terminal will be required as long as another crew is available for any subsequent relief work. Eastbound train crews, west of Ottumwa, and westbound train crews, east of Ottumwa, whose time expires under Hours of Service shall be relieved by long pool crews from the initial terminal of the train (Galesburg or Creston), subject to the Carrier's continued right, under the provisions of Article XI of the August 25, 1978 National Agreement, to use yard crews to perform such work within the 15-mile road-yard service zones.

(f) If a crew who is working (or deadheading) in this long pool service is tied up under the Hours of Service Act before completing the trip, they will be paid on a minute basis at the rate of 3/16 of the basic daily rate per hour (12-1/2 MPH for deadheading) applicable to their trip from the expiration of the legally permissible "on duty" hours until they arrive at (1) the fixed on/off duty point in either Galesburg or Creston, or (2) a location where lodging and meals are

available, whichever occurs first. The provisions of Article II (Expenses Away From Home) of the June 25, 1964 National Agreement, as amended, and BN Labor Agreement 7/16/80 apply to (2), above.

(g) It is understood that the extended through freight runs, referred to herein, are bona fide through freights and it is not intended that these runs be required to perform station or industry switching. If, however, such service is required of a crew, they will be allowed the additional time consumed with a minimum of one hour at the pro rata rate for the trip for each occurrence (i.e., each station where such is required), in addition to all other compensation for the day or trip.

(h) In the application of initial terminal delay rules, 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 Carrier and not with the intent of making a continuous outbound move, initial terminal time will continue until continuous outbound move is started. The continuous move is not disrupted when a train is stopped to permit the lining of a switch or because the block is against them.

(i) Nothing contained in this agreement is intended to prohibit these long pool turns from being used on trains that traverse only part of the specified long pool territory provided they are then transported forward to the opposite terminal as contemplated by Paragraph (c), above. Likewise, nothing in this agreement is intended to prohibit these long pool turns and other crews from exchanging or combining trains, destined for the same terminals, en route, consistent with Section 13(a) of this agreement.

Section 6. The mileage on this intraseniority district service is as follows:

Galesburg - Ottumwa	117.0 miles	(50%) (Former East Ottumwa Seniority District)
Ottumwa - Creston	<u>115.0 miles</u>	(50%) (Former West Ottumwa Seniority District)
TOTAL	232.0 miles	(100%)

Equilization of work opportunities between prior right employees, as contemplated in Implementing Agreement No. 7, will be accomplished by assignment of pool turns at Galesburg as indicated in the following:

- 1st Crew - East Ottumwa
- 2nd Crew - West Ottumwa
- 3rd Crew - East Ottumwa
- 4th Crew - West Ottumwa

5th Crew - East Ottumwa
6th Crew - West Ottumwa
7th Crew - East Ottumwa
8th Crew - West Ottumwa
9th Crew - East Ottumwa
10th Crew - West Ottumwa

Additional crews alternate as above.

In the case of permanent vacancies in the pool for which no applications are received from prior right East Ottumwa or West Ottumwa employees, whichever is applicable, the position will be assigned in accordance with applicant's standing on the consolidated Illinois-Wisconsin Seniority District Roster.

Section 7. (a) Crews deadheading in this long pool service will be paid under schedule agreement rules, except that all deadhead mileage over 100 miles will be paid at the deadhead rate established for the first 100 miles. If deadheading by a mode other than a train, they will be paid the shortest rail mileage between the two points.

(b) 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.

(c) Trainmen working in this long pool service will have a fixed point for going on and off duty in both Galesburg and Creston. (The fixed point for going off duty will be the same point for going on duty at each terminal.) The fixed point may be changed by the Carrier giving 10 days' advance written notice.

(d) Normally, trainmen working or deadheading via freight train in this long pool crew service will not be permitted to stop their train for the purpose of taking a meal but, instead, will be allowed \$3.85. However, if a crew requests to be permitted to leave their train in order to eat en route and if they are granted permission to do so, they will not be entitled to the \$3.85 allowance. If the meal allowance of \$3.85, now provided for in the National Agreement pertaining to expenses away from home is subsequently increased, the amount provided for in this paragraph will be increased to the same extent.

Section 8. (a) Suitable lodging (as defined in BN Labor Agreement 7/16/80) shall be provided at Creston for long pool trainmen who are at their away-from-home terminal. When the lodging is 3/4 mile or more from the on and off-duty point, the Carrier will provide suitable transportation in both directions. At such location, if transportation is not available within 30 minutes following the time the crew is released from duty, the crew will be paid on a minute basis at the pro rata rate of the last service performed, for all time in excess of 30 minutes, until transportation is provided. If rooms are not available when a trainman arrives at lodging facility, the trainman will be paid on a minute basis, at the pro rata rate of the last service performed, for all time in excess of 30 minutes until a room is available or he

commences duty or deadhead, whichever occurs first.

(b) At the away-from-home terminal, when the nearest acceptable restaurant facility is 3/4 mile or more from the designated lodging facility, Carrier will provide transportation between such restaurant facility and lodging facility and vice versa so that the crew may obtain a meal upon arrival and a meal prior to departure, each trip.

(c) Trainmen who are performing this long pool service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, except that if held 28 hours or more they will be allowed an additional meal allowance.

Section 9. Disciplinary hearings or investigations involving a conductor or brakeman in this intraseniority district service will normally be held at the trainman's home terminal except when there are other principals who live elsewhere. However, if the investigation is held at a location other than the trainman's home terminal, he 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 trainman was guilty of a rules violation which results in suspension or discharge. However, should a trainman lose a trip as a result of attending an investigation which does not establish a rule violation which results in suspension or discharge, he will be allowed not less than the earnings lost by him. Should a trainman 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. Trainmen 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 a trainman is required to deadhead on a freight train, comfortable seating for both the working crew of the train and the trainman 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 11. (a) Trainmen will be furnished a locker and adequate wash room facilities at both terminals in the immediate vicinity of the on/off duty point. Size of lockers to be 21" x 18" x 72".

Section 12. If any agreement is reached in negotiations between the United Transportation Union and the National Railway Labor Conference which amends Article XII of the January 27, 1972 Agreement, those provisions will supersede the provisions of this agreement.

Section 13. (a) Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or

superseding any of the provisions of schedule agreements between the UTU and former Chicago, Burlington and Quincy Railroad Company or this Carrier, and the Merger Protection Agreements as implemented between this Carrier and the United Transportation Union.

(b) This intraseniority district service may be inaugurated upon 30 days advance written notice by the Carrier.

(c) During the 15-day period commencing with the initial implementation of this agreement, if none of the members of a (long pool) train crew are familiar with a significant portion of the territory over which they are to work on a trip, they will upon request be furnished a conductor-pilot to accompany them on that portion for one trip. The Carrier may use the long pool conductors to make combination qualification-piloting round trips without loss of time from his long pool. The Carrier may work such a pilot for the entire trip or only the portion on which he is needed, and in the latter instance may work and/or transport that pilot straightaway or turnaround with more than one crew (on a continuous time or miles basis) and without regard to the terminal release rules except at Galesburg and Creston.

Section 14. This agreement shall remain in effect until changed under the provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas, this 25th day of July, 1985.

FOR:
UNITED TRANSPORTATION
UNION

FOR:
BURLINGTON NORTHERN
RAILROAD COMPANY

BY J. D. Bliz
General Chairman

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Director - Employee Relations

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