

MEMORANDUM OF UNDERSTANDING
Between
BURLINGTON NORTHERN INC.
And
UNITED TRANSPORTATION UNION (C&T)

In the operation of pool service with home terminal at Gillette and away-from-home terminal at Guernsey, Wyoming, including the Sixth Subdivision of the Alliance Division, (Bridger Junction-Donkey Creek), including branches, the following provisions will govern:

1. All miles run and/or paid for between Gillette and Guernsey will be compensated at the rate of pay applicable for the first one hundred miles.
2. Crews in the Gillette-Guernsey pool required to handle coal cars under the tipple at coal mines will receive local freight rates.
3. Crews assigned to work in the Gillette-Guernsey pool who are used in other than an emergency in short service or who are called, perform service, and subsequently tied up before departing the terminal, will be paid as per examples shown below:

EXAMPLE 1: Crew used in short service in other than emergency. Goes to foot of list upon return. Paid 125 miles for short service. Is entitled to difference between 125 miles paid and 178 Gillette-Guernsey miles, or 53 miles.

EXAMPLE 2: Crew is called, performs service on the assignment called for from 1:00 PM to 4:30 PM and is then tied up before departing the terminal. Will be paid 178 miles and be placed at the foot of the list. Such provision is not applicable in event an emergency condition arises after time of call.

When it becomes necessary to use a crew assigned to Gillette-Guernsey pool service for short service under the conditions described in Examples 1 and 2 above, the last-out fully rested crew will be used unless other arrangements are agreed to locally.

4. A crew runaround en route will be restored to its original position with respect to other crews having the same home terminal upon arrival at their objective terminal if rested for the next tour of duty. In event crew cannot

resume their proper turn at the away-from home terminal, they will be placed in proper position on arrival at the home terminal if rested for next tour of duty. If not rested for the next tour of duty at the home terminal, they will establish a new position in the pool. Crews runaround will be responsible for notifying the crew caller of their proper position.

5. Disciplinary hearings or investigations involving conductors and trainmen will be held at their home terminal, except when the majority of the witnesses who are to be called live elsewhere. If the investigation is held at a location other than the home terminal, conductors and trainmen 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 they received for the last previous service performed unless it is established in the investigation that the conductor or trainman was guilty of a rules violation which results in suspension or discharge. Should a conductor or trainman lose a full round trip as a result of attending an investigation which does not establish a rule violation which results in suspension or discharge he will also be compensated the equivalent of the earnings of the conductor or trainman who relieved him. Should conductor or 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. Travel to attend investigations will not be subject to payment under any rules applicable to "deadheading."

6. The work equities in Gillette-Guernsey pool service will be apportioned to Sheridan and Casper prior rights trainmen according to the following table:

<u>Number of Crews</u>	<u>Prior Rights Casper</u>	<u>Prior Rights Sheridan</u>
1	1	0
2	1	1
3-4-5-6	1	1
7	2	1
8	2	2
9-10	2	2
11	3	2
12	3	3
13-14-15-16	3	3
17	4	3
18	4	4
19-20-21-22	4	4

(Similar apportionment thereafter for additional turns)

If prior rights are not allocated or exercised, the jobs will be filled on the basis of Wyoming district seniority.

7. Trainmen operating or deadheading on freight trains in Gillette-Guernsey pool service will be expected to run through without stopping to eat, and will be compensated \$3.00 in addition to pay for the trip. If a trainman is stopped and is given permission to eat, he will not receive the \$3.00 payment.

8. If crew performing this service is not already on overtime and their trip is not completed within the hours provided under the Hours of Service Act they will be paid on a minute basis at the 3/16ths rate applicable to their trip from the expiration of the permissible on duty hours until they have arrived at the terminal to which called or a location where meals and lodging are available. Such overtime payments will be subject to Rule 33(b).

9. The mileage of trainmen in this pool will be regulated in cooperation between local officers and local chairman in accordance with Rule 31.

This agreement shall be effective on FEBRUARY 1, 1981 and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at St. Paul, Minnesota, this 15TH day of JANUARY, 1980.

For:
UNITED TRANSPORTATION UNION (C&T)

For:
BURLINGTON NORTHERN INC.

G. D. King
General Chairman

A. E. Egbers
Vice President-
Labor Relations

B. W. Long
Associate Chairman

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10/23/80