

AGREEMENT  
Between  
BURLINGTON NORTHERN RAILROAD  
and  
UNITED TRANSPORTATION UNION (C) AND (T)

Pursuant to the provisions of Article XII, Section F of the National Agreement, dated January 27, 1972, it is agreed that interim interdivisional service may be established between Greybull, Wyoming, and Casper, Wyoming. The provision of the June 28, 1972 Interdivisional Service Agreement between the parties (copy attached) will apply to this service, except as otherwise provided herein. The following conditions will apply:

Section 1. A pool of crews will be established and maintained at each home terminal sufficient to man this service between Greybull and Casper. At each terminal a crew board having an "active" and "inactive" list will be maintained in the manner described below:

- (a) The active list at each terminal will be the list from which crews will be called in turn to man trains operating to the other terminal.
- (b) The inactive list will be a list of crews who are at their home terminal and have not been advanced to the active list.
- (c) Each crew arriving at their home terminal will be placed at the bottom of the inactive list.
- (d) Each crew arriving at their away-from-home terminal will be placed at the bottom of the active list.
- (e) Each inactive list will have a quota which will be established in the following manner:

The Local Chairmen and Superintendent will cooperate in determining the number of crews which should normally be on the active lists. The quota will be the difference between the number of crews assigned at that terminal to this interdivisional freight service and the number established by the Carrier for the active list.

- (f) If on the arrival of a crew at their home terminal the number of crews on the inactive list exceeds the quota, the crew at the top of the inactive list will be immediately moved to the bottom of the active list.

EXAMPLE: At Greybull there are six crews assigned. The number of crews designated for the active list is three and the inactive list three. A crew whose home terminal is at Greybull arrives when there are already three crews on the inactive list. The top crew on the inactive list will immediately be moved to the bottom of the active list since if this were not done, there would be four crews on the inactive list which would exceed the quota.

Section 2. (a) Crews will be called first-in, first-out from the active list 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 train 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 who is fully rested will be used. If there are no crews available with full rest on the active list, then the first-out crew from the inactive list with full rest will be called. Should there be no crews on either the active or inactive lists who are fully rested, then an extra crew may be called at the home terminal to operate for one round trip. The use of crews as described in this paragraph will not be construed as run-arounds.

(b) A crew may be called to deadhead from the active list so as to give preference to a crew at their away-from-home terminal, and such use shall not constitute a runaround of crews who may be first out at their home terminal; provided, however, that except as a result of wrecks, floods, washouts and storms, not more than two away-from-home terminal crews may be called before calling a home-terminal crew.

Section 3. (a) The mileage on this intraseniarity district service is as follows:

Greybull - Bonneville	99.8 miles	(49%)
Bonneville - Casper	<u>102.9</u> miles	(51%)
Total	202.7 miles	(100%)

Due to interim service and minimal mileage differential, no equalization of mileage is contemplated.

Section 4. Section 6 (d) of the June 28, 1972 Interdivisional Service Agreement is amended to read as follows:

"(d) 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 intraseniarity district service will not be used for short service between the two established terminals. Short

turnaround service, short trips from either of the two terminals to intermediate points, and work train or wrecker service will be provided by the unassigned pool or the extra list which would have usually provided the service. Crews assigned to work in this intraseniarity district service who are used in other than an emergency as stated above to provide other 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 active or inactive list upon return. Paid 125 miles for short service. Is entitled to difference between 125 miles paid and 202.7 intraseniarity service miles, or 77.7 miles.

"EXAMPLE 2: Crew is called, performs service on the assignment called for from 1:00 p.m. to 4:30 p.m. and is then tied up before departing the terminal. Will be paid 202.7 miles and be placed at the foot of the active or inactive list. Such provision is not applicable in event an emergency condition arises after time of call.

"EXAMPLE 3: Crew is called at their home terminal, performs intraseniarity district service and departs terminal. The trip is terminated enroute and they are returned to home terminal. Crew will be paid for a full round trip under paragraph 6(a) of Labor Agreement BN 6/28/72, and be placed at foot of inactive list.

"EXAMPLE 4: Crew is called at their away-from-home terminal, performs intraseniarity district service and departs terminal. The trip is terminated enroute and they are returned to their away-from-home terminal. Crew will be paid for a one-way trip, 202.7 miles, under paragraph 6(a) of Labor Agreement BN 6/28/72, and placed at the foot of the active list.

"When it becomes necessary to use a crew assigned to this intraseniarity district service for short service under the conditions described in Examples 1 and 2 above, the last-out fully rested crew on the inactive list will be used except where other arrangements are agreed to locally."

Section 5. CBQ-UTU Rules 64 (a) and (b) are modified to the extent that a conductor or trainman in this intraseniarity district service who has been called and not used will be paid for actual time with a minimum of two hours at through freight rates and will stand first out. If he performs service in an emergency situation will be allowed actual time with a minimum of four hours at through freight rate, and will stand first out.

Section 6. The protective benefits provided by item 13 of the June 28, 1972, interdivisional agreement will not apply to this service.

This agreement shall be effective on date signed and may be cancelled upon 72-hours written notice by either party.

Signed at Greybull, Wyoming, this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

UNITED TRANSPORTATION UNION  
(C) AND (T)

BURLINGTON NORTHERN RAILROAD

\_\_\_\_\_  
Local Chairman

\_\_\_\_\_  
Trainmaster

Signed at St. Paul, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
General Chairman

\_\_\_\_\_  
Asst. Vice President  
Labor Relations