

LOCAL MEMORANDUM OF AGREEMENT
between
BURLINGTON NORTHERN RAILROAD COMPANY
and
UNITED TRANSPORTATION UNION

Whereas the parties signatory to this agreement have determined that certain modifications to the Kansas City Interdivisional Agreement are desirable to provide a more equitable and efficient working plan for all parties concerned, the following modifications to the Kansas City Interdivisional Agreement will be in effect at the signing of this agreement by the concerned parties:

1. Operation will be on a one and one basis with the Kansas City based train crews and Lincoln based train crews alternating on calls at both terminals. Train crews arriving at the away-from-home terminal will be dove-tailed with home terminal train crews to maintain the one and one concept.

If insufficient train crews are available at the away-from-home terminal to maintain the one and one calling basis, consecutive home terminal train crews can be used to continue train operations, but as soon as away-from-home terminal crews arrive and are rested, they will stand first out consecutively until a sufficient number have been called to equalize the one and one operation.

Example: At Lincoln no Kansas City train crews are rested and the board stands thusly:
Wymore train crew
Kansas City train crew (not rested)
Wymore train crew
Kansas City train crew (not rested)
Wymore train crew
etc.

If four trains are called as this board stands, the first four Wymore train crews would be called and as the Kansas City train crews become rested, they would stand first out and would be called consecutively until the number of slots they are entitled to on the one and one basis are used and the dove-tail is restored.

At the arrival at the away-from-home terminal by train crews used out of the home terminal consecutively due to the unavailability of rested away-from-home terminal train crews, as in the above example, these crews will dove-tail into the away-from-home terminal pool and will not retain the consecutive order in which they were initially called, except for those train crews that stand first out consecutively due to a build up of slots at that terminal.

When a first out away-from-home terminal train crew is not rested for a call and a following away-from-home terminal train crew is rested, the rested train crew will be called for that first out slot with the first out away-from-home terminal train crew not rested standing for the first slot available under the one and one concept on their rest.

Example: At Kansas City the board stands thusly:
Wymore train crew (not rested)
Kansas City train crew
Wymore train crew (rested)
Kansas City train crew
etc.

and a train is to be called. The Wymore train crew third out which is rested would stand for the first call, the Kansas City train crew second out would stand for the second call and the Wymore train crew first out and not rested would stand for the third call assuming it was then rested.

2. The company shall have the right to deadhead out-of-turn out of both the home terminal and the away-from-home terminal. Regardless of whether deadheading is in-turn or out-of-turn, deadheaded train crews will take their slots with them.

Example: The board at Lincoln stands thusly:
Kansas City train crew
Wymore train crew
Kansas City train crew
Wymore train crew
etc.

and it is necessary to deadhead the first two Wymore train crews out-of-turn to Kansas City, the board would stand thus after the deadheads were called:

Kansas City train crew
Kansas City train crew
Kansas City train crew
Wymore train crew
Kansas City train crew
etc.

A maximum of two (2) train crews will be deadheaded out-of-turn before calling a train crew for service unless the Twenty-four Hour Rule would require deadheading in excess of two (2) train crews out-of-turn. Crews called to deadhead out-of-turn will not be converted to service enroute.

3. Mileage checks will be conducted on a ten-day back check period with daily regulation and will be based on total accumulated pool miles. If the total pool mileage average falls below the 3400 mile minimum or exceeds the 3800 mile maximum, the miles will be divided by the midpoint, 3600 miles, to determine the number of train crews to be either reduced or added to the pool.
4. A cap of seven (7) consecutive occupied slots will be the maximum built up at either terminal. When sufficient away-from-home terminal train crews arrive to occupy consecutive slots in excess of the limit of seven, the excess number of train crews beyond the limit of seven must be either deadheaded or called for service. The carrier shall have thirty (30) minutes from the time the eighth consecutive train crew ties up to call the excess train crews for deadheading or for service. Away-from-home terminal crews need not be rested to be deadheaded. Adjustment to the cap level will be mutually agreed to by designated carrier officers and involved Local Chairmen.

Example: If there are nine (9) slots first out at Lincoln for Kansas City train crews and seven (7) Kansas City train crews are tied up at Lincoln, the arrival of another Kansas City train crew will require the calling of the first out Kansas City train crew for either service or deadheading within thirty (30) minutes of the tie up time of the eighth consecutive Kansas City train crew. This does not apply if there are seven or less consecutive slots built up and the arriving train crews are dove-tailed. If a consecutive train crew other than the first out crew is rested, this rested crew may be called for service to reduce the consecutive crews to seven assuming the train crews ahead of it are not rested.

5. A train crew held at the away-from-home terminal for twenty-four consecutive hours will, at the expiration of that time, be either deadheaded or called for service.

Example: A Kansas City train crew ties up at Lincoln at 3:00 P.M. This train crew must be called for service or deadheaded by no later than 3:00 P.M., the following day.

The engineer's tie-up time will be used as the basis for determining the rest time of a crew and for application of the Twenty-four Hour Rule. In the event an engine crew and a train crew do not stand to be called together after tie up, the head brakeman's tie up time will be the basis for determining a train crew's rest time and for application of the Twenty-four Hour Rule.

Exception: Train crews coming under the application of 24-hour rule must be called first in/first out in relation to other long pool train crews with the same home terminal.

6. When a home terminal train crew is called around away-from-home terminal train crews due to the away-from-home terminal train crews not being rested at the time of call, and the home terminal train crew is then released without performing service, such crew will stand first out among the home terminal train crews but behind any away-from-home terminal train crews which it was originally called around due to their not being rested. Such a train crew will be allowed payment of 100 miles for the call and not used.

Example: The board at Lincoln stands thusly:

Kansas City train crew (not rested)
Kansas City train crew (not rested)
Kansas City train crew (not rested)
Wymore train crew
Kansas City train crew (not rested)
Wymore train crew
etc.

The fourth out train crew - the Wymore crew - is called for service around the three Kansas City train crews not rested and subsequently this crew is released and not used. The Wymore train crew called and not used will retain its original standing on the board - first out among Wymore train crews and fourth out on the board in this example on its rest and will be entitled to a payment of 100 miles for called and not used.

If an away-from-home terminal train crew is called for service around another away-from-home terminal train crew due to the train crew being "called around" not being rested, and subsequently the train crew called is released without performing service, such train crew will be allowed a payment of 100 miles and will be restored to the position on the board that this crew occupied before the call for service.

7. The carrier shall have the right to suspend the provisions of the Twenty-four Hour Rule and the cap on consecutive away-from-home terminal crews rule when obstructed or impassible track on the southern coal corridor from the mines to and including Kansas City, beyond the control of the carrier, make it necessary to do so to provide sufficient crews at the proper locations when normal service is re-established. Such suspension of these rules under these conditions will be determined by the appropriate carrier officers and the involved local chairmen and will be in effect only until such time as normal train operation is resumed.

This agreement shall become effective October 1, 1985, and will remain in effect subject to cancellation by serving thirty (30) days written notice by any of the parties signatory to it.

FOR THE ORGANIZATION:

H. H. Layton
UTU-T - Omaha

O. L. Osterfield 627
UTU-T - Wymore

J. A. Thompson
UTU-T - St. Joseph

C. L. Sievers
UTU-C - Omaha

W. J. Roseman - 627
UTU-C - Wymore

C. L. Dietrich
UTU-C - St. Joseph

A. G. Kell
UTU-E - Wymore

John J. Tomaszewicz
UTU-E - Omaha

Frank T. Pooner Jr. 259
UTU-E - St. Joseph

FOR THE CARRIER:

S. Guineman
Division Superintendent

MEMORANDUM OF UNDERSTANDING
between
BURLINGTON NORTHERN RAILROAD
and
UNITED TRANSPORTATION UNION

It is understood that should the carrier violate the provisions of the Twenty-four (24) hour rule contained in Section 5 and Section 7 of the Local Agreement between Burlington Northern Railroad and the United Transportation Union modifying the Kansas City Interdivisional Agreement, affected trainmen will be allowed continuous Rule 32 Held Away From Home payment at the applicable pro rata rate until such time as they are called for duty.

This understanding will be in effect with the signing of the Local Agreement modifying the Kansas City Interdivisional Agreement and will remain in effect until that Agreement is cancelled by any of the parties signatory to it serving thirty (30) days written notice of cancellation.

Agreed:

UNITED TRANSPORTATION UNION:

BURLINGTON NORTHERN RAILROAD

W. L. Postfield 627
UTU-T - Wymore

S. Zimmerman
Division Superintendent

W. J. Lerman 627
UTU-C - Wymore

H. D. Fayton
UTU-T - Omaha

C. L. Stevens
UTU-C - Omaha

J. F. Thompson
UTU-T - St. Joseph

C. R. Dietrich
UTU-C - St. Joseph

A. G. Felt
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John J. Zimmerman
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Frank T. Powers, #259