

BN OPS 1-90
CT-86(i)-3 Lincoln to Mc Cook

AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
(Former CB&Q)
And The
UNITED TRANSPORTATION UNION (C & T)

Pursuant to Carrier's notice dated February 6, 1987, under Article IX of the October 31, 1985 National Agreement to establish intraseniority district freight service for trainpersons (ie., conductors and brakepersons) between Lincoln, Nebraska and McCook, Nebraska, it is agreed this service may be established to work and/or deadhead in unassigned freight service between Lincoln and McCook (both directions), via Crete, Nebraska or Aurora, Nebraska, at the Carrier's option, through Hastings, Nebraska under the following conditions:

Section 1. A double ended pool of crews will be established and maintained, with home terminals at Lincoln and Mc Cook sufficient to handle the service between these points. At each terminal, a crew board having an "active" and "inactive" list will be maintained which will operate 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 work or deadhead to the other terminal (except as otherwise provided herein).

(b) The inactive list will be a list of crews which are at its home terminal but who have not been advanced to the active list.

(c) Each crew arriving at its home terminal will be placed at the bottom of the inactive list except when it is entitled to "restoration of turn" or when it has "bypassed" some other crew which is entitled to "restoration of turn." When a crew arrives at a terminal "out of turn," the conductor must register that fact (advising the caller in writing) on the delay report upon arrival and the crew will then be marked up on the active or inactive list in the proper place.

(d) Except when the crew arrives "out of turn," each crew arriving at the away-from-home terminal will be placed at the bottom of the active list.

(e) The maximum number of crews (i.e., "quota") that will be on the inactive lists at Lincoln and McCook will be initially determined and later changed (from time to time as service requirements and crew availability changes) by the Superintendent or designated Carrier officer, after conferring with the designated UTU Local Chairperson, or designated representative, with immediate notification being given to the involved UTU Local Chairmen. This quota may be different at each terminal.

(f) When a crew ties up at its home terminal (except when it arrives "out of turn") and adding the crew to the inactive list causes that list to exceed its current quota, the first-out crew on the inactive list will be immediately moved to the bottom of the active list. If a crew arrives at its home terminal "out of turn," it will be marked up in accordance with paragraph (c) as soon as the proper order of markup can be determined.

Example of application of paragraph (f): There are ten McCook home terminal turns in the pool. The quota for the inactive list at McCook is four. A McCook crew ties up at McCook when there are already four McCook crews on the inactive list. The first out crew on the inactive list will be immediately move to the bottom of the active list, since if this were not done, there would have been five crews on the inactive list, which would exceed the quota of four.

Section 2.(a) Except as otherwise provided in this agreement, long pool crews will be called first-in, first-out from the active list maintained 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 its proper standing. If the first-out crew is not rested, the next following crew which is fully rested will be used. If there are no rested crews available on the active list, then the first-out rested crew on the inactive list will be called. Should there be no crew on either the active or inactive lists which is fully rested, then a make-up crew may be called at that home terminal to operate for one round trip under the provisions of this agreement.

(b) Subject to the exceptions contained in this agreement, long pool crews will be called first in, first out, (subject to being rested) as provided in Schedule Rule 20. An available long pool crew runaround on call, or departure of the terminal, will be allowed two hours. Crews entitled to such payment will be entitled to "restoration of turn" under the provisions of paragraph (d) of this section. It is understood that the Carrier may, without penalty, remove a crew from the train from which called and place them on another train or deadhead them.

(c) When the trainmen on a long pool crew qualify for any payment under UTU C&T Schedule Rule 64 (a), (b), and (c), captioned "*Called and Not Used*," "*Called, Performs Service and Not Wanted*", and "*Call Canceled*," 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, and compensated in accordance with Rule 64, it is understood this crew will not be called for service again until rested (except they may be called to deadhead to their home terminal before rested) 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 Conductor or Brakemen when the call and release occurs at their Extra Board terminal; but, instead, such Extra employees 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).

(d) A long pool crew whose rotation is affected by the provisions herein 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" or when they have bypassed some other long pool crew who is entitled to restoration of turn under the provisions of this Section.

(e) 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. The total number of crews in this pool will be adjusted so as to provide an average within the range of 3600 to 4200 line miles per month.

Section 4. 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 5. (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 intraseniority 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 extra list which would have usually provided the service, when available, subject to the Carrier's continued right to use yard crews pursuant to the provisions of National Agreements. When it becomes necessary to use a crew assigned to this intraseniority district service for short service under the conditions specified in this paragraph, the last-out fully rested crew on the inactive list will be used except where other arrangements are agreed to locally.

(b) All necessary relief work as a result of the Hours of Service Law will be manned by extra crews called from the final terminal of the train, provided the crews do not operate through Hastings, or by these intraseniority district crews from the initial terminal of the train, subject to the Carrier's continued right, under the provisions of National Agreements, to use yard crews to perform such work.

(c) Nothing contained in this agreement is intended to prohibit these long pool crews 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. Likewise, nothing in this agreement is intended to prohibit these long pool turns and other crews from exchanging or combining trains enroute.

Section 6. (a) Trainpersons working in this intraseniority 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 crew.

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

Section 7. (a) Employees working in this intraseniority district service shall be paid at the rate applicable for mileage encompassed in the basic day. All miles run in excess of the miles encompassed in the basic day shall be paid for at the rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale additives will apply to mileage rates calculated in accordance with this provision. Trainmen deadheading in this service will be compensated as provided in Article VI of the October 31, 1985 UTU National Agreement.

(b) The mileage of this intraseniority district service is as follows:

Lincoln to Kenesaw via Crete	110 miles
Kenesaw to McCook	<u>117</u> miles
Total	227 miles
Lincoln to Kenesaw via Aurora	120 miles
Kenesaw to McCook	<u>117</u> miles
Total	237 miles

(Lite miles, when applicable, will be allowed in addition to the above mileage.)

NOTE :

Trains operating to the Depot at Lincoln, or picking up their train at the Depot will be allowed an additional 2 miles. Trains operating to 14 th Street in Lincoln, or picking up their train at 14 th Street will be allowed an additional 3 miles.

(Example: A crew operates from McCook via Crete, to 14 th Street in Lincoln Yard, will be allowed 230 miles. A crew operating from McCook via Crete, to the Depot, will be allowed 229 miles.) See Side Letter No. 1 Attached.

(c) Lincoln prior rights employees will have preference to the Lincoln home terminal turns and McCook prior rights employees will have preference to the McCook home terminal turns.

(e) Equalization of work appropriations between these employees, as contemplated in Implementing Agreement No. 7, will be 48.5% Lincoln and 51.5% McCook, via Crete. Equalization via Aurora will be 50.6% for Lincoln and 49.4% for McCook. When one subdistrict accumulates mileage equal to 600 miles above their equalization share, either local chairman may request that the miles be equalized. For the purpose of equalization the miles counted will be the actual line miles for each trip. The Carrier will furnish the UTU local chairman the total number of trips for each home terminal once each week.

Section 8. (a) 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.

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

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

NOTE: Under paragraphs (b) and (c), 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 brakemen (or demoted conductor) on the following reduced crew.

Section 9. Trainmen will be furnished a locker 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). Size of lockers will be 21" x 18" x 72".

Section 10. Trainmen who are required to deadhead over this expanded district, will be provided with reasonable comfort while so deadheading. Whenever a trainmen is required to deadhead on a freight train, comfortable seating for both the working crew of the train and the trainmen 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 working or deadheading via freight train in this long pool service will be expected to run through without eating and will be compensated \$ 1.50 in addition to their trip. However, if a crew requests to be permitted to leave their train in order to eat enroute and if they are granted permission to do so, they will not be entitled to the \$1.50 allowance.

(b) Trainmen who are performing this long pool service will be allowed a \$4.15 meal allowance after four hours at the away-from-home terminal and another \$4.15 allowance after being held an additional eight hours. Trainmen in this service will be entitled to the third away-from-home terminal meal allowance provided in letter of Understanding dated February 15, 1978 (BN 2/15/78E).

Section 12. The provisions of the Memorandum of Agreement dated July 18, 1980 (Lodging Agreement) are applicable to this intraseniority district service. When lodging is more than 3/4 of a mile from the off duty point, the Carrier will provide suitable transportation in both directions.

Section 13. Disciplinary hearings or investigations involving an employee in this intraseniority district service will normally be held at the employee's home terminal except when there are other principals who live elsewhere. However, if the investigation is held at a location other than the employee's home terminal, he/she 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/she 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. However, should a trainmen lose a trip due to attending an investigation which does not result in suspension or discharge, he will be allowed not less than the earnings lost by him/her. Should a trainmen be tied up at the location where that investigation is held, the provisions of Article 11 (Expenses away-from-home) of June 25, 1964 Agreement, as amended, will apply. Transportation to and from investigation held at other than a trainmen's home terminal will be provided by the Carrier.

Section 14. The provisions of Article XIII of the January 27, 1972 National Agreement shall apply to employees adversely affected by the inauguration of this intraseniority district service.

Section 15. Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or

superseding any of the provisions of agreements or schedule rules between the signatory parties and the Merger Protection Agreements as implemented between this Carrier and the United Transportation Union.

This agreement shall be effective on June 1, 1990, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For:
United Transportation Union

L. D. King
General Chairman

Kuberson
Associate Chairman

For:
Burlington Northern Railroad Co.

R. E. Cassity
Assistant Vice President
Labor Relations

John M. Starkovich
Director - Labor Relations
Southern Region