

MEMORANDUM OF AGREEMENT

Between

BURLINGTON NORTHERN RAILROAD COMPANY

And

UNITED TRANSPORTATION UNION (C & T)

Pursuant to the Carrier's notice dated July 12, 1994 and in accordance with Article IX of the October 31, 1985 National Agreement, the parties agree that interseniority district service may be established between McCook, Nebraska and Sterling, Colorado, via Brush, Colorado. The following conditions will apply:

Section 1.

(a) A pool will be maintained at McCook, Nebraska to handle all traffic within this corridor. The pool headquartered at McCook will be assigned Turns 1 through 5, and 7 through 10 will be assigned to Nebraska District. A Sterling (Wyoming District) conductor will be assigned Turn W-6. If mileage regulation of the entire pool, calls for 11 turns, this additional turn will also be assigned to a Wyoming District conductor, and will be designated Turn W-11. The pool will be regulated on the basis of assigning sufficient crews, so as to provide mileage within the range of 3800 to 4350 miles.

Section 2.

(a) Except as otherwise provided in this agreement, crews will be called in numerical order at both terminals. Turn W-6, and W-11 (if required), will be considered first out upon arrival at McCook, provided that the crew has full rest under the Hours of Service Act. Upon arrival back at Sterling the crews on Turns W-6 and W-11, will be placed in their normal rotation, i.e., will be called at Sterling after Turn 5, or after Turn 10 respectively.

(b) At McCook only, the first-out crew's call may be held up for as long as thirty minutes so that the crew may obtain rest and depart in proper standing. If the first-out crew is not rested, the next following crew which is fully rested will be used. Should there be no crew fully rested, then a make-up crew may be called at McCook to operate for one round trip under provisions of this agreement.

(c) It is understood that Sterling based crews, upon arrival back at Sterling, are not to be called for service in other than their normal rotation, i.e., after Turn 5 or after Turn 10 respectively. As it is the intent of this agreement that this pool function as if it were a single ended pool. If an additional crew is needed to operate a train from Sterling to McCook, and the Sterling based crew is not due to be called, a crew will be deadheaded from McCook to operate the train. If an emergency situation occurs, and the Carrier is unable to deadhead a crew to protect a train, a build-up crew may be called from the Sterling Extra Board to operate to McCook, and then deadhead back to Sterling.

Note: In the event of an emergency at Sterling, and an extraboard employee is called, and properly deadheaded back home, "runaround" claims will not be valid. When determining whether there is sufficient time to deadhead a crew from McCook to protect a train at Sterling, a three hour deadhead time will be used, plus a thirty minute grace period.

(d) Subject to the exceptions contained in this agreement, crews 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. Crews entitled to such payment will be entitled to "restoration of turn" under the provisions of paragraph (g) 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.

(e) 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.

(f) When a crew qualifies for any payment under C B & Q 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 and 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 conductors or brakemen when the call and release occurs at their extra board terminal; but, instead, such employees will be handled (and paid) in accordance with applicable schedule 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).

(g) A 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 at the away-from-home terminal and the crew is not rested in time to be restored, they will be restored to turn 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 crew arriving at either terminal will be marked up at the bottom of the list, unless otherwise provided for in agreement, except when they are entitled to "restoration of turn" or when they have bypassed some other crew who is entitled to restoration of turn under the provision of this Section.

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

Section 3.

When two pool crews are to be called for the same train (one to work and one to deadhead), if one of the crew members is not rested, and the other is rested, the rested crew will work the train and the unrested crew will deadhead. Otherwise, applicable UTU-CB&Q rules will apply.

Section 4.

(a) Except in cases of emergency (emergency meaning conditions such as acts of God, wrecks, washout, flood and fires which interfere with the operation of trains), crews assigned to work in this interseniority service will not be used for short service between the two established terminals. Short turnaround service, short trips from either of the terminal to intermediate points, and work train or wrecker service (to include work train or wrecker service which operates from the home terminal to the away-from-home terminal) will be provided by the extra list which would usually perform the service, when available, subject to the Carrier's continued right to use yard crews pursuant to the provision of National Agreements. When it becomes necessary to use a crew assigned to the interseniority service for short service, under the conditions specified in this paragraph, the last-out fully rested crew 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 an extra crew called from the final terminal of the train, or by an interseniority district crew called from the home terminal, subject to the provisions of National Agreements or award, to use yard crews to perform such work.

(c) Nothing contained in this agreement is intended to prohibit these crews from being used on trains that traverse only part of the specified territory, provided the crews are then transported forward to the opposite terminal, or paid as though they had been. Likewise, nothing in this agreement is intended to prohibit these crews and other crews, assigned in this interseniority district service, provided for herein, from combining trains or exchanging trains, with other trains that are destined for the same terminal.

Section 5.

(a) Crews working in this interseniority service will have a fixed point of 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 10 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 vehicle or taxi.

Section 6.

(a) Crews working in this interseniority district service will be paid at the rate applicable for the mileage encompassed in a basic day, as outlined by Article IV of Public Law 102-29. All miles run in excess of the miles encompassed in a 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 a basic day on that date. Car scale additives will apply to mileage rates calculated in accordance with this provision. Crews deadheading in this service will be compensated as provided in Article VI of October 31, 1985 UTU National Agreement.

(b) The mileage of this interseniority district service is:

McCook to West Brush	167.1 miles - 82.7 % Nebraska District
West Brush to Sterling	<u>34.9</u> miles - 17.3 % Wyoming District
TOTAL MILES	202

(c) Equalization of work between the employees will be based on the above percentages. The proration of turns, provided in Section 1, should accomplish the division of work provided above. If equalization is not accomplished by the proration of turns, the Local Carrier Officer and the UTU Local Committees will agree on how the mileage will be equalized. Should they be unable to agree, the matter may be referred to the Assistant Vice President of Labor Relations and the UTU General Chairmen for final resolution.

(d) If requested by UTU Local Chairmen equalization of miles between the Denver Subdistrict and the McCook subdistrict may be made when McCook owes Denver at least 4300 miles. When requested, the Carrier will post a bulletin advertising the turn, held by the junior conductor, assigned to McCook Pool. Should there be no bids received, the mileage will be considered forfeited. For purposes of equalization the miles counted will be the actual line miles for each trip. The Carrier will furnish the UTU local Chairmen the total number of trips every 15 days.

Section 7.

Employees will be furnished a locker and adequate washroom facilities at the away-from-home terminal in the immediate vicinity of the on-off duty point (or transportation to and from the facility will be provided). Lockers will be 21" X 18" X 72".

Section 8.

Employees who are required to deadhead over this expanded district will be provided with reasonable comfort while so deadheading. Whenever an employee is required to deadhead on a freight train, comfortable seating for both the working crew of the train and the employee being deadheaded will be provided. If a caboose of the type now in service is used, only one crew will be deadheaded on the working caboose.

Section 9

Employees who are performing service in this pool will be allowed a \$5.00 meal allowance after four hours at the away-from-home terminal and another \$5.00 allowance after being held a additional eight hours. Employees in this service will also be allowed a third away-from-home meal as provided for in Letter of Understanding dated February 15, 1978 (BN 2/15/78-F).

Section 10.

Employees working or deadheading by freight train, in this service will not be permitted to stop their train for the purpose of eating enroute, and will be allowed \$5.00 per trip or tour of duty. However if an employee requests to be permitted to leave the train in order to eat, and is granted permission to do so, the employee will not be entitled to the \$5.00 allowance.

Section 11.

Employees at the away-from-home terminal will be provided lodging as defined in BN Labor Agreement 7/18/80. When lodging is more than 3/4 of a mile from the off duty point, or in the event of severe weather conditions, the Carrier will provide suitable transportation in both directions.

Section 12.

(a) Discipline hearings or investigations involving an employee in this interseniority district service will normally be held at the crew's home terminal, except when there are other principals who live elsewhere. If the investigation is held at a location other than the crew's home terminal, the employee will be paid for travel time and the time consumed by the investigation on a minute basis at the pro rata rate of pay received for the last service performed unless it is established in the investigation that the employee was guilty of a rules violation which results in suspension or discharge.

(b) Should an employee 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 investigation, held at other than home terminal, will be provided by the Carrier.

Section 13.

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

Section 14.

Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provision of agreements or schedule rules, or the Merger Protective Agreements as implemented between the Carrier and the United Transportation Union.

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

Signed at Fort Worth, Texas this _____ day of _____, 1994.

For:

**BURLINGTON NORTHERN RAILROAD
COMPANY**

Vice President of Labor Relations

For:

**UNITED TRANSPORTATION
UNION**

General Chairman UTU (Conductors)

General Chairman UTU (Brakemen)