

5/1/79

AGREEMENT
Between
BURLINGTON NORTHERN INC.
And
UNITED TRANSPORTATION UNION (C) AND (T)

Pursuant to the provisions of Article XII, Section 1 of the National Agreement, dated January 27, 1972, it is agreed that interseniority district service may be established between Sheridan, Wyoming, and Forsyth, Montana. 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. Former CBQ Schedule Agreements to apply as provided in Article VIII, paragraph iii, of Implementing Agreement No. 1.

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 Sheridan and Forsyth. 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 intradivisional 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 Forsyth there are four crews assigned. The number of crews designated for the active list is two. A crew whose home terminal is at Forsyth arrives when there are already two 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 three 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 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 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 runarounds.

(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 one away-from-home terminated crew may be called before calling a home-terminated crew.

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

Sheridan-Mid-point between Jones Jct.- Moran Jct. Wye (Wyoming Seniority District)	128.4 miles (60%)
Forsyth-Mid-point between Jones Jct.- Moran Jct. Wye (Montana-Dakota Seniority District)	86.9 miles (40%)
Total	215.3 miles

Equalization will be accomplished as indicated in the following chart:

<u>Total Number of Crews Needed</u>	<u>Sheridan Home Terminaled</u>	<u>Forsyth Home Terminaled</u>
1 crew	1	0
2 crews	1	1
3 crews	2	1
4 crews	2	2
5 crews	3	2
6 crews	4	2
7 crews	4	3
8 crews	5	3
9 crews	5	4
10 crews	6	4
11 crews	6	5
12 crews	7	5
13 crews	8	5
14 crews	8	6
15 crews	9	6
16 crews	10	6
17 crews	10	7
18 crews	11	7
19 crews	11	8
20 crews	12	8
21 crews	13	8

(More than 21 crews, the same formula to be applied)

(b) The total number of train crews in the pool will be adjusted so that the pool will average between 3500 and 3900 line miles a month. Whenever the train crews of one seniority district accumulate in excess of 3600 line miles above their percentage allotment, an adjustment will be made by Carrier and local committees, by reducing the number of

train crews assigned from the seniority district having the over-mileage, or by increasing the number of train crews assigned from the seniority district having the under-mileage, or both.

(c) For the purpose of equalizing the miles in this interseniority district service, 215 line miles will be counted for each one-way trip. Carrier will furnish local chairmen statements showing line miles run by crews from each seniority district, for the first 15 days of each month and from the 16th to the last day of each month.

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 interseniority 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 the interseniority 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 215.3 interseniority service miles, or 90.3 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 215.3 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 interseniority district service and departs terminal. The trip is terminated en route 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 interseniority district service and departs terminal. The trip is terminated en route and they are returned to their away-from-home terminal. Crew will be paid for a one-way trip, 215.3 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 inter-seniority 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 inter-seniority 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.

This agreement shall be effective on 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 St. Paul, Minnesota, this 1ST day of MAY, 1979.

UNITED TRANSPORTATION UNION
(C) AND (T)

BURLINGTON NORTHERN INC.

G.D. Hay
General Chairman

A.E. Egbers
Vice President Labor Relations

B.W. Long
Associate Chairman

F.W. Kruger
General Chairman

D.E. Weyles
Associate Chairman