

*united transportation union*  
Burlington Northern & Santa Fe Railway General Committee of Adjustment GO-245



K.E. Trauernicht, 1st Vice Chairman  
J.A. Scott, 2nd Vice Chairman  
S.M. Waller, 3rd Vice Chairman

8250 West 80th Avenue  
The Meadows Centre, Units 7&8  
Arvada, Colorado 80005  
Phone: (303) 420-1848

R.C. Taylor, 4th Vice Chairman  
S.M. Waller, Secretary

June 1, 2010

**TO: Local Chairmen, GO-245**

**RE: Unilateral Change In Working Rules - Outlying Assignments**

Attached is the Carrier's response to our position regarding the above dispute. You will note that they do not agree that the "Automatic Mark-Up" time provides the necessary notification under the existing agreement. Therefore, under the erroneous guidelines set forth in the Division General Notices, the incumbent employee is obligated to mark up prior to the end of the previous tour of duty or they will not be eligible to protect their assignment on the following day.

Reading between the lines, it is apparent that the Carrier is implementing a one-size-fits-all handling to accommodate their limited software capabilities. This office will continue to progress this issue, to include an arbitrated resolution if necessary.

In the interim, we will support claims for all lost earnings on behalf of the incumbent employees who are denied work opportunity if their automatic mark up deadline would have allowed them to work their regular assignment the following day. This office will also consider progressing a difference in earnings claim for any extra board employee who can demonstrate that his/her improper retention on the outlying assignment resulted in a reduction of earnings.

Should you have any questions regarding this matter, please feel free to contact this office.

Fraternally,

A handwritten signature in black ink, appearing to be 'R.S. Knutson', is written over a horizontal line.

R.S. Knutson  
General Chairman

attachments



MILTON H. SIEGELE, JR.  
*Assistant Vice President  
Labor Relations*

**BNSF RAILWAY COMPANY**

P.O. Box 961030  
Ft. Worth, Texas 76161-0030  
2600 Lou Menk Drive  
Ft. Worth, Texas 76131-2830  
Phone (817) 352-1068  
Fax (817) 352-7319  
E-mail [milton.siegele@bnsf.com](mailto:milton.siegele@bnsf.com)

May 28, 2010

RE: Outlying Assignments

Mr. R. S. Knutson  
General Chairman, UTU  
8250 West 80<sup>th</sup> Avenue, Units 7 & 8  
The Meadows Centre  
Arvada, Colorado 80005

Dear Mr. Knutson:

Please refer to your May 24, 2010 letter, wherein you allege a Unilateral Change in Working Rules regarding recent Division General Notices which require employees assigned to outlying assignments to mark up prior to the tie up of the regular assignment. Your specific contention is that automatic mark up alleviates employees from adhering to the notice.

As we discussed, we believe this stipulation is fundamental to effective and efficient operation across the system under the constraints of RSIA. Moreover, your agreement (the Memorandum of Agreement between UTU and BNI dated February 26, 1981) specifically outlines that employees must give notice of their intentions to return to service no later than the tie up of the assignment, or be held from the assignment. It is our position that auto mark up does not alleviate employees from their obligation as set forth in the General Notices. Accordingly, we will continue to leave the practice in place as defined by the General Notices. During our conversation we concurred that this is a minor dispute and should be decided by a neutral party as soon as possible.

Additionally, we did modify the instructions within the Division General notices by removing the sentence "Conductors/Foreman will need to notify any crew members that have been released."

Sincerely,

/ckc

# *united transportation union*

*Burlington Northern & Santa Fe Railway General Committee of Adjustment GO-245*



K.E. Trauernicht, 1st Vice Chairman  
J.A. Scott, 2nd Vice Chairman  
S.M. Waller, 3rd Vice Chairman

8250 West 80th Avenue  
The Meadows Centre, Units 7&8  
Arvada, Colorado 80005  
Phone: (303) 420-1848  
May 24, 2010

R.C. Taylor, 4th Vice Chairman  
S.M. Waller, Secretary

M.H. Siegele  
AVP Labor Relations  
BNSF Railway Company  
P.O. Box 961030  
Fort Worth, TX 76161-0030

## **RE: Unilateral Change In Working Rules - Outlying Assignments**

Dear Sir,

This office has been forwarded a copy of Colorado Division General Notice No. 161 (attached) wherein announcing a change in the handling of extra board employees filling vacancies on outlying assignments. The notice further states that the change is being implemented "*....to enhance the reporting / compensation process for deadhead from outlying assignments for road and yard employees*" and "*To comply with the uninterrupted / undisturbed rest provisions of the Rail Safety Improvement Act....*".

Notwithstanding our opinion that the changes in the Hours Of Service Law enacted by the implementation of RSIA do not necessitate a change in such handling, the proposed handling is contrary to this property's rules governing outlying assignments. The pertinent part of Memorandum of Agreement between UTU and BNI dated February 26, 1981, file BN 2/26/81-OPS-19-81 (attached), reads as follows:

*"Conductors, brakemen and yardmen working assignments headquartered at outlying points, after laying off their run or job for any reason, when reporting for duty, must give notice at the source of supply of such intention to return to service not later than the tie-up time of their assignment on the last tour of duty previous to such return. Failure to so advise will entitle the relief employee thereon to hold such assignment for an additional round trip or day."*

(Underscore added)

The assignment incumbent need not mark up prior to their assignment tying up on the previous tour of duty as contemplated by your notice, but simply needs to give notice that they intend to be available for the assignment the following day. Additional aid to the notification process may be found in Section D - Automatic Markup of Memorandum of Agreement between BNSF and UTU, effective December 21, 2007 (attached), reading as follows:

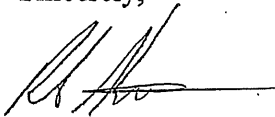
*When a trainman is off work for any reason, e.g. layoff for personal business, observance of an annual leave day, vacation, sickness, sickness in family, or*

*bereavement, the trainman will be automatically marked up and expected to be available for service at the end of the layoff period unless additional time off is procured."*

Given that the automatic mark up time would allow the incumbent to be available to work their assignment on the following day, they have provided notice as contemplated in the controlling agreement and should be allowed to work their assignment. Such notice would also accommodate the Carrier notifying the extra board employee of their release prior to tie up from their current tour of duty.

Please advise when this notice and any other analogous notice(s) that may have been issued on property under the jurisdiction of this office will be modified to comply with existing agreements.

Sincerely,



R.S. Knutson  
General Chairman

attachments

cc: Local Chairmen, GO-245

DADPBSPL  
GREYBULL WY

\*\*\*\*\* Post \*\*\*\*\*

05/21/10  
08:26:36MT

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May 20, 2010

BNSF Railway Co.  
COLORADO DIVISION

GENERAL NOTICE NO. 361

TO ALL CONCERNED,

SUBJECT: Change in Process for Release From Outlying Assignment  
SUBDIVISION: ALL

\*\*\*\*\*  
Colorado Division General Notice No. 294 is cancelled in its entirety  
\*\*\*\*\*

Effective May 24, 2010, there will be a change in handling for all "Outside" jobs for Train, Engine and Yard Employees working extra boards on the Colorado Division. This change is being made to enhance the reporting / compensation process for deadhead from outlying assignments for road and yard employees. There are required changes on both the Crew Support (Crew Calling) and Compensation Systems sides.

Crew Support

**To comply with the uninterrupted / undisturbed rest provisions of the Rail Safety Improvement Act, employees who are assigned to outlying positions must mark up prior to tie up of their regular assignment. This is done to allow release of an extra or not regularly assigned employee on tie up so that rest will not be interrupted for notification. Regularly assigned employees who tie up after the off duty time of their regular assignment will not be allowed to protect that assignment for the following trip or shift.**

All employees working outlying assignments must check their personal status at the end of each trip or shift to determine if they are released on tie up. **If you are not released on tie up, you are being held to protect the service for at least one more trip or shift.**

Compensation Systems

Employees who are released at the end of a trip or shift will not add the deadhead home to the working ticket or enter an override ticket. A separate deadhead ticket will be automatically generated when the working ticket is completed. This separate deadhead ticket is for reporting of deadhead time for compensation and hours of service reporting.

**The notification of release will occur on tie up via a pop-up screen if the employee is within the hours of service. Conductors / Foreman will need to notify any crew members that have been released.**

GENERAL NOTICE(S) IN EFFECT

CB + Q

BN <sup>Q</sup> 2/26/81 - OPS - 19-81

MEMORANDUM OF AGREEMENT  
between  
UNITED TRANSPORTATION UNION (C&T)  
and  
BURLINGTON NORTHERN INC.

The understandings set forth below will apply to conductors and brakemen on the Illinois-Wisconsin, Missouri, Nebraska and Wyoming Seniority District, pending conclusion of negotiations on a common BN schedule agreement:

Conductors, brakemen and yardmen working assignments headquartered at outlying points, after laying off their run or job for any reason, when reporting for duty, must give notice at the source of supply of such intention to return to service not later than the tie-up time of their assignment on the last tour of duty previous to such return. Failure to so advise will entitle the relief employee thereon to hold such assignment for an additional round trip or day.

This agreement will become effective April 1, 1981, and will remain in effect until modified or changed in accordance with the Railway Labor Act, as amended.

Signed at St. Paul, Minnesota this 26<sup>th</sup> day of February, 1981.

J. D. King  
General Chairman - UTU

H. E. Egbers  
Vice President - Labor Relations

Bruce Long  
Associate Chairman - UTU

## MEMORANDUM OF AGREEMENT

Between

The BNSF Railway Company

And

The United Transportation Union (former CB&Q)

### Section A -- 7 A. M. Markup

1. The parties have agreed to modify existing rules relative to beginning and ending times of all absences in assigned and unassigned road service that, under current rules, are scheduled to begin and end at midnight.
2. After the effective date of this Agreement, any such absence that previously began and ended at midnight will instead begin at 7:00 a.m. and expire at 6:59 a.m. on the first day following the period of authorized absence. Employees will be removed from and returned to the board based on advance calling times for the terminal.
  - a. Example: The calling time for Terminal A is 90 minutes, Employees taking a single day vacation will be removed from the board at 5:30 a.m. so they are not called for an assignment at 7:00 a.m. or later and will return to the board the following day at 5:30 a.m. so they are available for calls at 7:00 a.m. or later.
3. An employee who extends the layoff for any reason will extend the 6:59 a.m. markup to the first 6:59 a.m. following the layoff. This does not preclude an employee from marking up early.
4. Awarding bids and displacements that were previously scheduled to take place at midnight will now occur at 7:00 a.m. Note: this does not include nor modify the road to yard or yard to road movements provided for in Implementing Agreement No. 7.

5. Agreements that permit an employee to mark up early after a vacation period of seven days or more will remain in effect, provided that markup does not exceed 24-hours before the scheduled end of the vacation period.
6. The 6:59 a.m. markup provisions will apply to employees who start their vacation under this agreement. In all cases, the agreement controlling when the vacation starts will control when the vacation ends.

### Section B – Personal Leave Days

1. All provisions of the 1980 Crew Consist Agreement covering qualification for and use of personal leave days will remain in tact, with the following exceptions:
  - a. Any personal leave days not used during the current year or days carried over from previous years will be automatically carried over to the next year up to a maximum of sixty days (Carry Over Days).
    - i. Personal leave days will no longer have to be requested and refused before they are carried over to the next year.
    - ii. Employees can elect to observe the current year days or carry over days or a combination of the two.
    - iii. Accumulated or "Banked" personal leave days provided in the 1980 Crew Consist Agreement, will become "Carry Over" days on the effective date of this Agreement and all provisions of this Section B will apply.
    - iv. The May 1 deadline for use of Carry Over Days described in Article 20 of the Crew Consist Agreement will no longer apply.
    - v. Employees participating in the Locomotive Engineer Training Program (LETP) at the end of the calendar year will automatically Carry Over any unused personal leave days they would otherwise be eligible for in ground service.
  - b. An employee may elect to receive payment for part or all carry-over days in the account. Payment for each carry-over day will be one basic day at the rate of the last service

performed.

- c. Personal leave day(s) can be scheduled and allowed to start on other than a work day.
- d. If an employee resigns, retires, dies or is dismissed from service, the number of personal leave days in the account will be payable to the employee or the employee' s estate.

### **Section C -- No Call Agreement**

1. Road and yard service employees will have the option of protecting, or not protecting, emergency extra service.
2. Remaining in the calling order for emergency extra service requires no action on the employee' s behalf and the employee will remain in the established calling orders until Crew Support receives notification under the provisions of Section 5 of the Agreement.
3. Employees who elect to protect emergency extra service will continue to receive calls for extra service in compliance with their schedule agreements.
4. Failure to protect calls for emergency extra service will not result in discipline.
5. Employees who take the option to not protect emergency extra service will notify the Crew Support Center electronically through the Voice Response Unit (VRU) or their telephone maintenance screen. The option selected will remain in effect until changed by the employee.
6. Employees who elect to not protect emergency extra service will forfeit all rights to claims or penalties for not receiving extra service calls.
7. This Agreement does not apply to employees assigned to extra boards, demoted engineers standing for emergency service as an engineer, temporary transfers, reserve boards, activities employees must perform to maintain service qualifications.

**Section D – Automatic Markup**


1. When a trainman is off work for any reason, e.g., layoff for personal business, observance of an annual leave day, vacation, sickness, sickness in family, or bereavement, the trainman will be automatically marked up and expected to be available for service at the end of the layoff period unless additional time off is procured.

**Section E -- General Information**

1. This Agreement modifies existing agreements only to the extent set forth herein, and all other schedule rules and agreements remain in effect.
2. In the event different versions of the No Call or 7 AM Markup Sections of this Agreement become available, the parties will meet within 30-days to review and modify the provisions, where applicable.
3. This Agreement is effective December 21, 2007. The No Call and 7 AM Markup (Sections A and C) will be implemented on January 4, 2008.


For the United Transportation Union:

For the BNSF Railway Company:



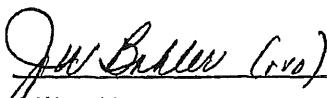
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R. S. Knutson  
General Chairman



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K. J. McGinn  
Asst. Vice President, Labor Relations



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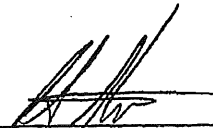
J. W. Babler  
Vice President, UTU


December 21, 2007

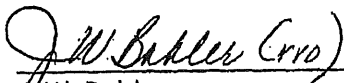
**Side Letter No. 1**

(7 AM Markup/PL Days/No Call Agreement/Auto Markup)

During the parties' discussion, the Organization expressed concern with whether or not Section C of the agreement provided adequate protection for employees observing scheduled time off. In an effort to clarify this matter, it was therefore agreed that employees in road or yard service (regular or extra) observing their scheduled rest cycle or rest day(s) would not be subject to call unless they have voluntarily requested consideration for extra service under existing agreements.

  
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R. S. Knutson  
General Chairman

  
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K. J. McGinn  
Asst. Vice President, Labor Relations

  
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J. W. Babler  
Vice President, UTU