

# **CREW CONSIST AGREEMENT**

*Between*

BURLINGTON NORTHERN INC.

and

Its Employees Represented by

**UNITED TRANSPORTATION UNION**

Effective

November 5, 1980

BN 11/5/80

AGREEMENT

*Between*

**BURLINGTON NORTHERN INC.**

*And*

**UNITED TRANSPORTATION UNION ©(T)(S)**

In full and final settlement of the Carrier's Section 6 notices dated June 13, 1977, as they pertain to the consist of crews in road and yard service:

**IT IS AGREED:**

The consist of all road freight and yard crews, except as otherwise provided in this Agreement, shall be not less than a conductor foreman) and two brakemen (helpers). Such crews will hereinafter be referred to as standard crews.

**Article 1.** The reduction of road freight service brakeman or yard brakeman (helper) positions from any crew shall be made solely on a pure attrition basis, i.e., no road freight brakeman or yard helper position available to a protected employe under schedule rules will be blanked, nor will a protected employe be furloughed or remain on furlough as long as a reduced crew is operating on his subdivided seniority district, except under certain conditions hereinafter provided.

**NOTE No. 1 -** For purposes of this agreement, "subdivided seniority district" means a seniority district subdivided based on source of supply for protecting service on a portion of Seniority district.

**NOTE No. 2 -** A protected employe will not be required to protect must-fill jobs outside the subdivided seniority district in which currently working.

**Article 2. (a)** "Protected employes" under terms of this Agreement means all employes of the Carrier who have rendered prior compensated service under the collective bargaining agreements between the parties hereto and retain an employment relationship (including those on furlough or leave of absence) on the effective date of this Agreement, and any employes in a discharged status who are subsequently returned to service with seniority.

- (b) A protected employe shall retain the right to exercise seniority to must-fill, blanked or blankable second Brakeman or second yard Helper positions (except those specified in Article 13 below and assignments which could be manned by one Conductor (Foreman) and one Brakeman (Helper) prior to the effective date of this Agreement), subject to certain conditions provided for in this Agreement. The protection against furlough for employes protected under pre-existing crew consist agreements is preserved. Crews hereinafter operated on a "one and one" basis pursuant to prior crew consist agreements will be subject to the Special Allowance and Productivity Fund payments or Articles 16 and 17 on the effective date of this Agreement.

- (c) Brakemen and/or yardmen establishing seniority after the effective date of this agreement shall be known and designated as “non-protected employees” and shall not have the right to exercise seniority to or otherwise be used on blanked or blankable second brakemen or second yard helper positions, except as provided for in Article 15(b) hereof.

**Article 3.** (a) The term “must-fill” positions are positions covered by agreements between Carrier and UTU, except second brakeman (yard helper) positions in road and yard service which may be blanked pursuant to this Agreement.

(b) The term “blanked” position refers to a second brakeman or helper position on a crew which is not filled and works as a “reduced crew.”

- (c) The term “blankable” position refers to a second brakeman or helper position on a standard crew which is filled by a protected employee and which, under certain specified conditions, can be operated as a “reduced crew” in the absence of a second brakeman/helper.

- (d) A “reduced crew” is a crew that operates with a conductor (foreman) and one brakeman (helper).

**Article 4.** No protected employee will be moved from a standard crew or a conductor (foreman) and two brakemen (yard helpers) to a reduced crew or a conductor (foreman) and one brakeman (helper) in order to make such crew a standard crew of a conductor (foreman) and two brakemen (yard helpers), except:

In unassigned road service at the away-from-home terminal when (1) a vacancy exists on a reduced crew or (2) the train on which the crew is to be used requires a standard crew, or (3) in order to restore a reduced crew to a standard crew handling a train in excess of 121 cars, or 6,840 feet as provided in Articles 10 and 11, the vacancy will be filled in the following sequence:

- (a) By stepping up the first rested and available brakeman from a blankable position in the same pool.
- (b) By stepping up the first rested and available brakeman from a must-fill position in the same pool.
- (c) By deadheading a brakeman from the home terminal or from the nearest source or supply on the same seniority district who will be deadheaded back to the source of supply upon completion of the service for which called if he is not at his home terminal.

In the application of paragraphs (a) and (b), it is understood that subsequent brakemen will not be stepped up to fill a vacancy on a crew from which a brakeman had been stepped up in order to make that crew a standard crew. The brakeman who is stepped up to restore a crew to a standard crew as provided for in the second paragraph of this Article 4 will be allowed the special allowance as provided in Article 16 of this Agreement separate and apart from the make-whole provisions set forth next below.

Brakemen used off their regular assignment under (a) or (b) above will be returned to their regular assignment at the home terminal and will receive no less compensation than they would have earned had they remained on their regular assignment.

**Article 5.** Permanent must-fill vacancies, which are not filled voluntarily in the usual manner, will be filled by assigning the most junior brakemen/helpers on the respective road/yard extra board. If non-protected employees are assigned (either by choice or if forced), an equal number of protected employees electing to remain on or go to the extra board will, in reverse order of seniority, lose their status in filling blankable positions so long as non-protected employees are holding must-fill positions. However, a protected employee on the extra board so affected will be permitted to exercise his seniority on any must-fill position held by a junior employee subject to the rules in effect on that particular assignment.

**Article 6.** Protected brakemen and switchmen on the extra-board shall be used on blankable second brakemen/yard helper vacancies and on must-fill vacancies to the extent specified below, except as provided in Article 5 of this Agreement.

Non-protected brakeman/yardmen on the extra board shall be used only on must-fill vacancies and those provided by Article 15(b) hereof and shall have no claim if runaround by a protected brakeman/yardman used on a blankable vacancy.

(a) YARDMEN'S EXTRA BOARD

All extra board yardmen will continue to be confined to five straight-time, eight-hour shifts in their work week (eleven straight-time shifts in a semi-monthly pay period under former GN Rules) under the Five-Day Work Week Agreement currently in effect. Road service work not to be considered.

After all available extra board yardmen have worked their allotted number of shifts, or the extra board is exhausted, must-fill vacancies will be offered in seniority order to protected helpers assigned to work that day on blankable positions in the same starting time bracket in which the vacancies exist. If none of the protected yardmen contacted desires the vacancy, the junior protected yardmen contacted will be assigned to work that day, and those forced assigned will receive no less compensation than they would have earned on their own assignment. Protected employees occupying blankable jobs who do not desire to be called when they do not stand to be forced assigned will so notify the company in writing with a copy to the local chairman which may be revoked in the same manner.

In the event there are no available protected yard helpers holding blankable positions in the same starting time bracket in which the vacancies exist, said vacancies will be filled in accordance with the rules or practices in effect prior to this Agreement.

(b) BRAKEMEN'S EXTRA BOARD

When extra board brakemen have earned 1000 line miles other than in passenger service in a work week (a period of seven consecutive days starting with Monday), they will not be used for the remainder of the work week on other than must-fill vacancies.

When the extra board is exhausted, must-fill temporary vacancies at the extra board point will be filled by protected employees in accordance with the rules or practices in effect prior to this agreement. If it is not so filled, it will be filled by the most junior available protected brakeman holding a blankable position at that point. If the vacancy is at an outlying point, the most junior available protected brakeman holding a blankable position at that point will be used. If there are none, the vacancy will be filled in accordance with the rules or practices in effect prior to this Agreement. Those forced assigned will receive no less compensation than they would have earned on their own assignment. Protected employees occupying blankable jobs who do not desire to be called when they do not stand to be forced assigned will so notify the company in writing with a copy to the local chairman which may be revoked in the same manner.

(c) COMBINED YARDMEN-BRAKEMEN EXTRA BOARD

When extra board employees have earned 1000 line miles in road service other than passenger or have worked five straight-time, eight-hour shifts in yard service or any combination of the two totaling the equivalent of 1000 miles in a work week (a period of seven consecutive days starting with Monday), they will not be used for the remainder of the work week on other than must-fill vacancies.

After all available men on the extra board have worked their allotted time, must-fill vacancies in yard service will be filled as provided in paragraph (a) of this Article 6.

When the extra board is exhausted, must-fill temporary vacancies in road service at the extra board point will be filled as provided in paragraph (b) of this Article 6. If the vacancy is at an outlying point, the most junior available protected brakeman holding a blankable position at that point will be used. If there are none, the vacancy will be filled in accordance with the rules or practices in effect prior to this Agreement.

**Article 7.** The Carrier shall maintain a sufficient number of regular and extra employees to permit reasonable lay-off privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

There will be no change in the existing practices or agreements in the regulation of the number of turns (crews) in chain gang freight pools. Where extra boards are not guaranteed the local chairmen and local officers will agree on the number of employees to be assigned to the respective extra boards.

**Article 8.** In the event a standard yard crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis not to exceed sixty minutes if there is an available protected helper on the extra board who will be called to fill the vacancy. If there is no available protected helper on the extra board, the position will be blanked and the remaining crew members will finish that tour of duty. They shall be paid the special Allowance and payment will be made to the Productivity Fund as provided for in Articles 16 and 17 of this agreement.

**Article 9.** In the event that any member of a standard yard crew discontinues duty before completion of the crew's tour of duty, he shall be paid for the actual time on duty. The remaining two crew members may be required to work not to exceed sixty minutes if a replacement is called. The Carrier may elect to tie the crew up rather than call a replacement, or in the event no protected helper is available from the extra board, the remaining two crew members may be required to work on a reduced crew basis and receive the Special Allowance and payment shall be made to the Productivity Fund as hereinafter provided In Articles 16 and 17 of this Agreement.

**Article 10.** In the event a brakeman member of a standard road crew, who has been called, fails to report before departure of his train from the home terminal, the crew may be used on a reduced crew basis to and from the away-from-home terminal provided the trains they operate do not exceed 121 cars, or 6,840 feet, exclusive of engines but including caboose(s). The two crew members so used will be paid the Special Allowance and payments will be made to the Productivity Fund as provided in Articles 16 and 17 of this agreement.

If an employe is given less than the required advance call, the train will be held not to exceed the amount of time the call was short.

Crews performing service under provisions of this Article will not be required to make more than two pickups and/or setouts (not to exceed two in total) exclusive of setting out bad orders except on trains of 71 cars or less but not to exceed 4015 feet In length.

**Article 11.** If a brakeman on a standard train crew on straight-away road assignment, who has been called, fails to report or marks off at the away-from-home terminal for reasons of his own, the remaining two crew members may be required to work back to their home terminal, providing the train does not contain more than 121 cars, or 6,840 feet, exclusive of engine(s) but including caboose(s), and will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 16 and 17 of this agreement.

If an employe is given less than the required advance call, the train will be held not to exceed the amount of time the call was short.

Crews performing service under provisions of this Article will not be required to make more than two pickups and/or setouts exclusive of setting out bad orders except on trains of 71 cars or less but not to exceed 4015 feet in length.

In the event that a train does contain more than 121 cars, or 6,840 feet, excluding engine(s) but including Caboose(s), so as to require a standard crew, the second brakeman position will be filled in accordance with the applicable provisions of Article 4.

**Article 12.** The following car limits and train length limitations shall be made effective in road freight service:

Trains of one to 71 cars but not to exceed 4,015 feet in length, exclusive of engine(e) but including caboose(s), may be operated with a reduced crew of one (1) conductor and one (1) brakeman, subject to other provisions of this agreement.

Trains of 72 cars to 121 cars but not to exceed 6,840 feet in length, exclusive of engine(s) but including caboose(s), may be operated with a reduced crew of one (1) conductor and one (1) brakeman by agreement between the appropriate UTU Local Chairman or Local Chairmen and local carrier officers with the approval of the appropriate General Chairman or General Chairmen and Carrier's and Labor Relations Officers.

Trains consisting of more than 121 cars or exceeding 6,840 feet in length, exclusive of engine(s) but including caboose(s) will be operated only with a standard crew.

Employees will not be required to operate with less than the required train crew consist specified in this agreement nor will they be censured or disciplined in any manner for refusal to do so.

**Article 13. (a)** New business or new service operations of trains not exceeding 121 cars or 6,840 feet in length, exclusive of engine(s) but including caboose(s), such as payback, unit and single commodity trains, established to compete with other modes of transportation, such as trucks, ships and barges; and all non-revenue trains, such as snowplows, work or wreck trains (including handling of wreck trains, terminal to terminal) may be operated with a reduced crew of not less than one (1) conductor/foreman and one (1) brakeman/yard helper.

**(b)** Where such service is protected from extra boards or by crews exclusively assigned to such service, it may be manned by reduced crews. When such service is protected by standard crews, second brakeman (helper) vacancies will be filled by available protected extra board brakemen (helper) to the extent provided for in Article 6 of this agreement.

**(c)** Car limits and train lengths set forth in this agreement do not apply to reduced Hours of Service relief road crews, except that if the train consists of more than 71 cars or 4,015 feet, no scheduled work will be performed enroute to the terminal.

**Article 14. (a)** Portable radios will be furnished each member of a reduced crew consisting of one conductor (foreman) and one brakeman (yard helper) for his use while on duty. Such radios will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios and employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employee abuse or tampering.

**(b)** Sufficient frequency channels will be utilized to provide safe communication.

**(c)** Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios and, in addition, operable radio on engines nor will they be censured or disciplined in any manner for refusing to do so.

**(d)** Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

**Article 15. (a)** The Carrier is not restricted by this Agreement from establishing or continuing assignments which have been single-position assignments such as but not limited to pilots, skatemen and car retarder operators.

**(b)** Where the Carrier elects to operate a job with a crew consist in excess of that required by this agreement, and the excess position on a crew is filled for three (3) consecutive days, the senior employee making application for the position will be assigned in the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

**Article 16.** Beginning on the effective date of this agreement, road freight train and yard service crew members, both protected employees and non-protected employees, working on reduced crews shall be paid an

additional Special Allowance of \$4.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew.

The \$4.00 Special Allowance is subject to all retroactive wage and cost-of-living allowance increases from January 1, 1978, and to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this agreement.

**Article 17. (a)** For each yard tour of duty or road freight service trip that a crew is operated with one (1) conductor or foreman and one (1) brakeman or yard helper, the Company will pay into the Employees' Productivity Funds the sum of \$48.25. This payment will be made on a semi-monthly basis for the sole and exclusive benefit of the eligible protected road freight train and yard service employees represented by the United Transportation Union and is to be considered as an account or trust of and for the protected employees as a sharing in productivity savings. The \$48.25 payment will not be subject to future general wage increases or cost-of-living adjustments.

- (b) Separate Employee Productivity Accounts shall be maintained for each particular road and yard seniority district unless otherwise agreed by the General Chairmen and Carrier's Labor Relations Officers. At the end of each year, each protected employee performing service in that particular seniority district will share in the division of the Employees' Productivity Fund, according to the number of yard tours of duty and/or road freight trips performed in that district during that calendar year. For equity purposes, each paid vacation day taken by a protected employee in road freight and/or yard service will be credited in computing his share of the Productivity Fund.

**EXAMPLE:**

Amount in Fund at the end of year	\$288,000
Number of protected employee	200
Total number of road freight service trips or yard tours of duty by protected employees only	12,000

$$\$288,000 \div 12,000 = \$24 \text{ per share}$$

**Each protected employe receives**

\$24 x the number of his trips  
or tours of duty.

- (c) The productivity sharing provided for above is limited to the extent that the total amount of a protected employe's annual share of the Employees' Productivity Fund cannot exceed one-third (1/3) of his total compensation for that calendar year.
- (d) Payment made to protected employees out of the Productivity Fund shall not be included in computing vacation pay.
- (e) When a protected employe has shares in more than one Productivity Account, the amounts due from each account will be combined and the total amount paid cannot exceed one-third (1/3) of his total compensation for that calendar year.
- (f) When computing one-third (1/3) of a protected employe's total compensation in any calendar year, payments or credits received from the Productivity Fund will not be included in the computation.

- (g) Payment made to protected employees out of the Productivity Fund shall not be used in the computation of any monetary guarantees. Special allowances paid under Article 16 shall not be used in the computation of any monetary guarantees.

Monies paid employees under Article 16 (Special Allowance) and/or this Article 17 (Productivity Fund) will not be counted as earnings in calculating make up pay due under the BN Merger Protective Agreements or any other existing or future monetary guarantees. Bulletins issued estimating the earnings of assignments for guarantee purposes will not include any payments anticipated under Articles 16 and 17.

- (h) A part-time union officer who is unable to work in road freight or yard service due to performing official union work will be credited for such actual days lost from his assignment toward his number of tours of duty or trips in computing his share of the Productivity Fund. The Local Chairman, with approval of the General Chairman, will furnish the Carrier's Accounting Department no later than January 10<sup>th</sup> of each year the information necessary to properly credit those individuals for the number of tours of duty or trips to be so computed.
- (i) The Company's pay period cash deposits to the Employees' Productivity Fund may be discontinued after the actual dollar amount deposited in the current calendar year is equal to not less than the full amount required to pay all protected employees a full one-third of their annual compensation for the preceding calendar year, adjusted to include cost-of-living and general wage increases due in the current calendar year. If the amount paid in is not adequate to pay all monies due under this Agreement, the Company will make up the deficit.
- (j) The necessary arrangements for the establishment and administration of the Employees' Productivity Fund in compliance with ERISA and other applicable legal requirements will be finalized within 120 days from the effective date of this Agreement.

**Article 18.** To expedite attrition an individual protected employee may request or may be offered by the Carrier in seniority order on the "subdivided seniority districts" the opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this agreement. Such employee will be given an opportunity to elect hospital-surgical coverage for himself and his dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desires.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employee and Carrier's Assistant Vice President-Labor Relations.

**Article 19.** Subject to the Carrier's legal obligations, when selecting new applicants for service in the fireman craft represented by the UTU, opportunity shall first be given to employees in train and yard service represented by the United Transportation Union on the basis of their relative seniority standing, fitness and other qualifications being equal. The Carrier will post notice when seeking new applicants.

**Article 20. (a)** Effective as of January, 1981, all train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis:

Personal Leave

<u>Years of Service</u>	<u>Days Per Year</u>
Less than 5 years	2 days
5 years and less than 10 years	4 days
10 years and less than 15 years	6 days
15 years and less than 20 years	8 days
20 years and more	10 days



- (b) The number of personal leave days each road freight service employe is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights.
- (c) Personal leave days may be taken upon 24-hour notice to an appropriate Carrier officer and the employe will be paid one basic day at the rate of the last service performed for each personal leave day or days. The Carrier has the option of granting personal leave days with less than 24 hours notice. should the Carrier refuse an employe's request for personal leave day or days, those leave days will be carried over, but must be requested and granted prior to May 1 of the following year.
- (d) Personal leave day or days will not be scheduled or allowed to start on other than a work day of the employe's position. Personal leave days for extra board employes and those in pool freight service will begin when they otherwise would have been called. When a member of a crew is on his personal leave day(s), if his position is not a must-fill position, it may be blanked. Personal leave days paid for will be counted as qualifying days for vacation purposes.

**Article 21.** The parties hereto recognize the complexities involved in this Agreement and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations.

It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairmen and Labor Relations. Such conferences will be held promptly at the request of either party.

**Article 22.** The parties to this Agreement shall not serve or progress, prior to the attrition of all protected employes, any notice or proposal for changing the specific provisions of this Agreement governing pure attrition, protected employes, car limits and train lengths, special allowance payment to reduced crew members, employe productivity fund deposits and the administration thereof.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

**Article 23.** This Agreement will be made effective within 30 days of the date the Carrier is notified by the Organization that the Agreement has been ratified, and, except as provided above, will continue in effect until revised or amended by agreement of the parties, or in accordance with the Railway Labor Act, as amended, and will supersede all other agreements, rules and/or understandings which are in conflict herewith.

Signed at St. Paul, Minnesota this 5<sup>th</sup> day of November, 1980.

For :  
UNITED TRANSPORTATION UNION

For :  
BURLINGTON NORTHERN INC.

/s/ G.D. Hitz

/s/ A.E. Eghers

Vice President-Labor Relations

/s/ F.W. Kruger

/s/ D.E. Wegler

/s/ H.J. Carsteus M.W.

/s/ M.M. Winter

/s/G.W. Frig

APPROVED :

/s/ James E. Hurley

/s/ J.M. Hicks

Vice President - UTU

/s/ F. Zamasiom

Vice President - UTU

**AGREED-TO QUESTIONS AND ANSWERS**

**CONCERNING THE CREW CONSIST AGREEMENT**

**OF ,1980**

***In General:***

***Question and Answer No. 1***

**Q.** Does this Agreement change or in any manner affect the consist of crews in passenger service?

**A.** No.

***Question and Answer No. 2***

**Q.** Does this Agreement change in any manner agreement rules and practices pertaining to the filling of conductor/foreman vacancies?

**A.** No.

***Article 2(b):***

***Question and Answer No. 1***

**Q.** Will blankable second brakemen/helper positions continue to be bulletined?

**A.** Yes, where rules now require until no bids are received on such positions from protected employes, in which event the positions will be blanked, unless and until a protected employe takes the job.

**Question and Answer No. 2**

- Q.** Does a protected employe retain the right to exercise seniority to a blanked second brakeman-helper position?
- A.** Yes, except on those specified in Article 13 and assignments which could be manned by reduced crew prior to this Agreement, and in instances where protected employes are permitted to bump off the extra board under Article 5.

**Article 4**

**Question and Answer No. 1**

- Q.** When stepping up a brakeman at the away-from-home terminal under Article 4, which brakeman on the crew should be selected?
- A.** Except when both brakemen on the crew are extra board brakemen, the senior brakeman should be selected. If both are extra board brakemen, the one who stood first out when they were called from the extra board should be selected. If the brakeman so selected cannot be contacted, the other brakeman on the crew may be used.

**Question and Answer No. 2**

- Q.** Will a brakeman who stands to be stepped up under this Article be disciplined should he miss the call?
- A.** No.

**Question and Answer No. 3**

- Q.** The first sentence of the third full paragraph of Article 4 reads:  
“In the application of paragraphs (a) and (b), it is understood that subsequent brakemen will not be stepped up to fill a vacancy on a crew from which a brakeman had been stepped up in order to make that crew a standard crew.”  
Does this provision permit the Carrier to operate a reduced crew contrary to the provisions of this agreement?
- A.** No.

**Article 6:**

**Question and Answer No. 1**

- Q. When should furloughed men, who are protected under this agreement, be called for service?
- A. When the extra list and the means for supplementing an exhausted extra list, pursuant to applicable schedule rules or present accepted practice absent a governing rule, have been exhausted.

**Question and Answer No. 1**

- Q. Does the wording in 6(a), reading "same starting time bracket" mean the time periods referred to in existing starting time rules?
- A. Yes.

**Question and Answer No. 2**

- Q. Will a time and one-half tour of duty in yard service (other than working on a holiday) be counted as a day against a helper on the yard extra board under the provisions of this Article 6(a)?
- A. No, time and one-half tours will not be counted in computing the straight-time, eight-hour shifts.

**Article 6(b) and ©:**

**Question and Answer No. 1**

- Q. What earning will be used to compute the 1000 line miles in road service for extra board employes under the provisions of Article 7(b) and ©?
- A. The line mileage of each trip in road service with a minimum of 100 miles, including deadhead trips under pay will be counted. Services paid for on an hourly basis of pay will be computed at

12.5 miles per hour. Time consumed in the performance of work for which an arbitrary allowance is paid will not be counted nor will held-away-from-home- terminal payments be counted under this article.

**Article 6©:**

**Question and Answer No. 1**

**Q.** Will a time and one-half tour of duty in yard service be counted as a day or 100 miles against an employe working from a combined yardman/brakeman extra board toward the equivalent of the 1000 miles in the work week?

**A.** No; only straight-time shifts will be counted and each straight-time shift will only count as 100 miles, i.e., if a yardman works eight hours straight time and four hours overtime in the same tour of duty, only 100 miles will be counted toward the equivalent of 1000 miles in a work week.

**Article 10:**

**Question and Answer No. 1**

**Q.** If there is switching to be performed and one member of the standard road crew fails to report for duty at the on-duty time, may the crew commence switching and depart from the terminal or complete their tour of duty as a reduced crew?

**A.** Yes, under these circumstances the time the crew starts switching will be controlling in the application of Article 10.

**Question and Answer No. 2**

**Q.** Will a train be considered as having departed from the home terminal if a brakeman member arrives in time to board the train without delaying the train in instances where no switching is to

be performed?

A. No.

**Article 12:**

**Question and Answer No. 1**

Q. Do the car limits and train length provisions of Article 12 apply to assignments which could be manned by one conductor and one brakeman prior to the effective date of this agreement?

A. Yes.

**Question and Answer No. 2**

Q. Do car limits and train length provisions of Article 12 apply to traveling switchers classified as road assignments?

A. Yes when handling train between stations on road trip.

**Question and Answer No. 3**

**Q.** Does the car limitation of 1 to 71 cars or 72 to 121 cars only apply to trains out of the initial terminal for a crew?

**A.** No, the number of cars handled at any one time in movement over the road between any two points enroute will not exceed the maximum 71 or 121 cars as the case may be. However, if a reduced crew is assigned to operate a train, they may handle during setting out or picking up more than the maximum number of cars.

**Article 13:**

**Question and Answer No. 1**

**Q.** Prior to the effective date of this Agreement, there were four pool crews in service on a subdivision and after the effective date of this agreement business increases and two additional pool crews are added to the pool service. Can this be considered new business or new service operations?

**A.** No.

**Question and Answer No. 2**

**Q.** Prior to the effective date of the agreement, the Carrier handled a certain volume of coal trains from one mine to one destination, which after the agreement, doubled in volume. Would the doubling of business in this instance be considered new business?

**A.** No.

**Question and Answer No. 3**

**Q.** Unit coal trains are moving from Mine A to Industry B. After the agreement becomes effective, there is a change in ownership of either the mine or the industry or both. Would that be considered



new business?

A. No.

**Article 13©:**

**Question and Answer No. 1**

Q. In the event a crew is relieved because of the hours of Service law before departing its initial terminal and a relief crew is called to handle the train of the crew being relieved, will the car limits and train lengths, as provided for in Article 12 hereof, apply to the relief crew?

A. Yes, because the train has not departed its initial terminal.

**Question and Answer No. 2**

Q. Does Article 13© give the Carrier the right to set up assignments consisting of one conductor and one brakeman to be used exclusively to relieve crews whose time has or will expire under laws limiting hours of service?

A. No, not as long as protected employes are available.

**Article 14(d):**

**Question and Answer No. 1**

Q. What is meant by the wording, "head end of train"?

A. The control unit of the locomotive.

**Article 17(b):**

**Question and Answer No. 1**

- Q. Do the number of days not worked while protecting the extra board go to the credit of the protected employe toward the number of tours of duty credited for the purpose of sharing in the productivity fund?
- A. No; only actual service performed in freight or yard service is so credited.

**Question and Answer No. 2**

- Q. In the event of the death of a protected employe who is entitled to payment from the productivity fund, will his part be paid to the estate or beneficiary?
- A. Yes, when disbursements are made.

**Question and Answer No. 3**

- Q. Section (b) provides that for each paid vacation day taken by a protected employe he will be credited with that day in computing his share of the Productivity Fund. Will "Personal Leave" days taken by an employe also be credited in computing his share of the Productivity Fund?
- A. No.

**Question and Answer No. 4**

- Q. How many shares will be credited for each week of vacation taken by a protected employe in road freight or yard service under this article?
- A. Seven.

**Question and Answer No. 5**

Q. Will tours of duty in road or yard service on single position assignments such as pilots, skatemen and car retarder operators worked by protected employes be credited in computing their share of the Productivity Fund?

A. Yes.

**Question and Answer No. 6**

Q. How will a protected employe's share be computed where he works on an interdivisional run that operates in two new seniority districts—for example, between Sheridan and Forsyth.

A. Productivity Fund payment will be made when applicable to the Fund for the seniority district in which the trip commenced. If a reduced crew operated a train from Sheridan to Forsyth, the Wyoming Road Seniority District Productivity Fund would be credited with the \$48.25. If a reduced crew handled a train from Forsyth to Sheridan, the Montana-Dakota Productivity Fund would be credited with \$48.25. For each trip that a Wyoming or Montana-Dakota protected employe works Sheridan-Forsyth or Forsyth-Sheridan, he will be credited with a trip on the seniority district from which the train originated. He will share in the Productivity Funds for both the Wyoming and Montana-Dakota road seniority districts under Article 17.

**Article 20:**

**Question and Answer No. 1**

Q. If a man with more than five years and less than ten years of service, who is entitled to four personal leave days a year (receives or could have received 6 paid holidays but did not qualify due to unavailability on qualifying day or days), goes to

road service, which does not qualify for holiday pay, would he be entitled to four personal leave days?

- A. Yes, but he could not get more than ten personal leave days and holidays through the combination of the two.

**Question and Answer No. 2**

Q. In the event the same man, who qualified for and who is entitled to four personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?

- A. Three.

**Question and Answer No. 3**

Q. In the case of a 20-year brakeman working the first part of the year on freight trains not governed by holiday pay, and during such time uses all ten days of his "personal leave," then goes to a road freight run covered by Holiday Pay rules, or yard service covered by Holiday Pay rule, what is his eligibility for holiday pay?

- A. He would not be eligible for holiday pay, as he used his maximum ten days for the year, and no more holiday-pay days would be due; similarly, if he used five days of personal leave, he would only be eligible for the five holiday-pay opportunities the remainder of the year, i.e., in no event can a man accrue more than ten days' personal leave or holiday pay in combination.

**Question and Answer No. 4**

Q. If a passenger service employe, where no holiday pay applies, goes into freight service where the personal leave days apply, is he

eligible for such days when in freight service?

A. Yes.

**Question and Answer No. 5**

Q. An employe has five years or service as of December 29, 1981, and is entitled to four personal leave days, but there are only three days remaining in the year. After taking three personal leave days, may he then carry the fourth day over into the next year?

A. No.

**Question and Answer No. 6**

Q. An employe who will have five years or service on August 1, 1981, takes two personal leave days prior to that date. Is he entitled to an additional two personal leave days after August 1, 1981?

A. Yes.

**Question and Answer No. 7**

Q. Can an employe on a combination road-yard extra board take personal leave days?

A. Yes, but he cannot get more than 10 personal leave/holidays through a combination of the two.

**Question and Answer No. 8**

Q. Is an employe on a job that qualifies for holiday pay, fails to qualify on one of the holidays, does this reduce his personal leave days?

A. No. Example: A 20 year man is on an assignment qualifying for holiday pay and earns 2 paid holidays but fails to qualify for two

paid holidays. Then he takes a job that does not qualify for holiday pay, how many personal leave days is he entitled to?

He would be entitled to 8 personal leave days but would not be entitled to more than 10 personal leave/holidays through a combination of the two.

Mr. F.J. Zamarioni, Vice Pres.  
United Transportation Union  
2209 West Main Street  
Belleville, Illinois 62221

November 5, 1980

Mr. J. M. Hicks, Vice President  
United Transportation Union  
6213 Willismore Drive  
Valley Station, Kentucky 40272

**Side Letter No. 1**

**BN-UTU Crew Consist Agreement**

Gentlemen:

This letter will confirm the following understanding in connection with the application of Article 9 of the Crew Consist Agreement dated November 5, 1980

If the Carrier believes that the number of lay-offs during employees' tours of duty have increased as a result of said Article 9, a prompt conference will be held in order to modify the agreement to the extent necessary to obviate excessive lay-offs.

Very truly yours,

AGREED:

/s/ A.E. Eghen

/s/ J.M Hicks

Vice President-Labor Relations

Vice President - UTU

Burlington Northern Inc.

/s/ F. Zamariconi  
Vice President - UTU

Mr. F.J. Zamarioni, Vice Pres.  
United Transportation Union  
2209 West Main Street  
Belleville, Illinois 62221

November 5, 1980

Mr. J.M. Hicks, Vice President  
United Transportation Union  
6213 Willismore Drive  
Valley Station, Kentucky 40272

**Side Letter No. 2**

**BN-UTU Crew Consist Agreement**

Gentlemen:

This will confirm our several discussions and our agreement that the Crew Consist Agreement dated November 5, 1980, will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employees".

If at any time you feel that this commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

Very truly yours,

AGREED:

/s/ C.E. Eghen

s/s J.M. Hicks

Vice President-Labor Relations

Vice President - UTU

Burlington Northern Inc

/s/ F. Zamarioni  
Vice President - UTU



Mr. F.J. Zamarioni, Vice Pres.  
United Transportation Union  
2209 West Main Street  
Belleville, Illinois 62221

November 5, 1980

Mr. J.M. Hicks, Vice President  
United Transportation Union  
6213 Willismore Drive  
Valley Station, Kentucky 40272

**Side Letter No. 3**

**BN-UTU Crew Consist Agreement**

Gentlemen:

This will confirm our understanding that the Crew Consist Agreement dated November 5, 1980, does not change present rules, agreements or practices concerning the use of cabooses in road or yard service; nor does it change the present practice of placing them on the rear of all freight trains, or the present practice of placing them elsewhere under certain circumstances.

Very truly yours,

AGREED:

/s/ C.E. Eghen

Vice President-Labor Relations

Burlington Northern Inc

/s/ F. Zamarioni

Vice President - UTU

/s/ J.M. Hicks

Vice President - UTU

Mr. F.J. Zamarioni, Vice Pres.  
United Transportation Union  
2209 West Main Street  
Belleville, Illinois 62221

November 5, 1980

Mr. J.M. Hicks, Vice President  
United Transportation Union  
6213 Willismore Drive  
Valley Station, Kentucky 40272

**Side Letter No. 4**

**BN-UTU Crew Consist Agreement**

Gentlemen:

Where there is a change in the consist of crews as a result of this agreement and the employes desire that arrangements be made for exercise of seniority or rebulletining jobs in connection therewith, the parties will meet and reach an agreement to cover.

Very truly yours,

AGREED:

/s/ C.E. Eghen

Vice President-Labor Relations

Burlington Northern Inc

/s/ F. Zamarioni

Vice President - UTU

/s/ J.M. Hicks

Vice President - UTU

Mr. F.J. Zamarioni, Vice Pres.  
United Transportation Union  
2209 West Main Street  
Belleville, Illinois 62221

November 5, 1980

Mr. J.M. Hicks, Vice President  
United Transportation Union  
6213 Willismore Drive  
Valley Station, Kentucky 40272

**Side Letter No. 5**

**BN-UTU Crew Consist Agreement**

Gentlemen:

This will confirm our understanding of Article 2 of the Crew Consist Agreement dated November 5, 1980, to the extent that any employee who has worked for the Carrier under UTU © (T) and/or (S) agreements for at least 30 days prior to the effective date of the agreement will not have his application disapproved without furnishing the General Chairman satisfactory reasons for such disapproval.

Very truly yours,

AGREED:

/s/ C.E. Eghen

Vice President-Labor Relations

Burlington Northern Inc

/s/ F. Zamarioni

Vice President - UTU

/s/ J.M. Hicks

Vice President - UTU

Mr. F.J. Zamarioni, Vice Pres.      November 5, 1980  
United Transportation Union  
2209 West Main Street  
Belleville, Illinois 62221

Mr. J.M. Hicks, Vice President  
United Transportation Union  
6213 Willismore Drive  
Valley Station, Kentucky 40272

**Side Letter No. 6**

**BN-UTU Crew Consist Agreement**

Gentlemen:

This will confirm understanding reached in conference today with respect to interpretation of the word "emergency" as used in Sections © and (d) of Article 14 of the Crew Consist Agreement dated November 5, 1980.

We adopt, as a general proposition, the definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, to-wit:

"Emergency...            a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all or the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

**A.        EMERGENCIES**

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitate immediate action to protect persons and/or property.
4. In road service, when a radio becomes inoperable after a train departs the initial terminal as defined in Article 10 of the Crew Consist Agreement.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

**B.        NOT EMERGENCIES**

1. No operable radio available.
2. The need to perform work immediately, minus a condition such as those mentioned in A, above.

Mr. F.J. Zamarioni        -2-        November 5, 1980

Mr. J.M. Hicks

- 3 To clear a track for an inbound train, a transfer cut or other cut of cars.
- 4 To commence weighing cars.
- 5 To start humping a train or cut of cars.

If the above accurately reflects our understanding, please so signify in the spaces provided below.

Very truly yours ,

AGREED :

/s/ C.E. Eghen

/s/ J.M. Hicks

Vice President-Labor Relations

Vice President - UTU

Burlington Northern Inc

/s/ F. Zamarioni

Vice President - UTU

Mr. F.J. Zamarioni, Vice Pres.  
United Transportation Union  
2209 West Main Street  
Belleville, Illinois 62221

November 5, 1980

Mr. J.M. Hicks, Vice President  
United Transportation Union  
6213 Willismore Drive  
Valley Station, Kentucky 40272

**Side Letter No. 7**

**BN-UTU Crew Consist Agreement**

Gentlemen:

This refers to the second indented paragraph of Article 12 of the Crew Consist Agreement November 5, 1980.

The reference to "appropriate General Chairman or General Chairmen," means that in any case of runs on which by agreement or allocation pursuant to Implementing Agreement No. 5, employes from more than one prior rights seniority district or subdivided seniority district are assigned to work, any agreement to operate trains of 72 to 121 cars in such territories will be subject to approval of the General Chairmen who represent the employes participating in such runs. Examples: Twin Cities-Staples, Fargo-Minot and Seattle-Portland would be subject to approval by General Chairmen parties to contracts on former GN and former NP; Sheridan-Forsyth would be subject to approval by General Chairmen on former NP and former CB&Q; and Spokane-Pasco would be subject to approval by General Chairmen on former NP and former SP&S.

On the other hand, where territory is confined to one of the former railroads and there are no allocations, only that General Chairman's approval would be required.

Very truly yours,

AGREED:

/s/ C.E. Eghen

/s/ J.M. Hicks

Vice President-Labor Relations

Vice President - UTU

Burlington Northern Inc

/s/ F. Zamarioni  
Vice President - UTU

Mr. F.J. Zamarioni, Vice Pres.  
United Transportation Union  
2209 West Main Street  
Belleville, Illinois 62221

November 5, 1980

Mr. J.M. Hicks, Vice President  
United Transportation Union  
6213 Willismore Drive  
Valley Station, Kentucky 40272

**Side Letter No. 8**

**BN-UTU Crew Consist Agreement**

Gentlemen:

This refers to our discussion concerning Article 8 of the Crew Consist Agreement dated November 5, 1980.

We agreed that if a problem develops where protected men may be delayed a few minutes in reporting to work on time because road crossings at entrance to the yard or in the yard are blocked by cars or trains or other extenuating circumstances, meeting will be promptly held for purpose of determining what action can be taken.

It is understood that the Carrier does not intend to administer the Crew Consist Agreement in such a manner which would avoid using a protected employe for work for which he stands.

Very truly yours,

AGREED:

/s/ C.E. Eghen

/s/ J.M. Hicks

Vice President-Labor Relations

Vice President - UTU

Burlington Northern Inc

/s/ F. Zamarioni  
Vice President - UTU

Mr. F.J. Zamarioni, Vice Pres.  
United Transportation Union  
2209 West Main Street  
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November 5, 1980

Mr. J.M. Hicks, Vice President  
United Transportation Union  
6213 Willismore Drive  
Valley Station, Kentucky 40272

**Side Letter No. 9**

**BN-UTU Crew Consist Agreement**

Gentlemen:

The provision of Article 9 that a yardman discontinuing duty before completion of a crew's tour of duty shall be paid for actual time on duty—will be subject to application of rule in consolidated yardmen's agreement dealing with payment to yardmen injured on duty.

Very truly yours,

AGREED:

/s/ C.E. Eghen

Vice President-Labor Relations

Burlington Northern Inc

/s/ F. Zamarioni

Vice President - UTU

/s/ J.M. Hicks

Vice President - UTU



Mr. F.J. Zamarioni, Vice Pres.  
United Transportation Union  
2209 West Main Street  
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November 5, 1980

Mr. J.M. Hicks, Vice President  
United Transportation Union  
6213 Willismore Drive  
Valley Station, Kentucky 40272

**Side Letter No. 10**

**BN-UTU Crew Consist Agreement**

Gentlemen:

This will confirm our understanding concerning the train-length limitations referred to in Article 12 of the Crew Consist Agreement of November 5, 1980.

If disputes arise, methods satisfactory to both parties will be established at all terminals by the superintendents and the General Chairmen, or their designees, for determining the length of trains.

Very truly yours,

AGREED:

/s/ C.E. Eghen

Vice President-Labor Relations

Burlington Northern Inc

/s/ F. Zamarioni

Vice President - UTU

/s/ J.M. Hicks

Vice President - UTU

Mr. F.W. Kruger, Gen. Chmn.      November 5, 1980

United Transportation Union

412 Bremer Building      File # (CP) CT-12

St. Paul, Minnesota 55101

Dear Mr. Kruger:

This will confirm our understanding and agreement that the Memorandum of Agreement effective December 5, 1980, pertaining to crew consist will be applicable to road service on the Camas Prairie Railroad Company.

Very truly yours,

AGREED:

/s/ C.E. Eghen

Vice President-Labor Relations

Burlington Northern Inc

/s/ F. Zamarioni

Vice President - UTU

/s/ J.M. Hicks

Vice President - UTU