

MEMORANDUM  
of  
AGREEMENT  
Between  
BURLINGTON NORTHERN INC.  
And  
UNITED TRANSPORTATION UNION (C) AND (T)  
YELLOWSTONE DIVISION

In addition to the original agreement and in conjunction with inter-seniority district service established between Sheridan, Wyoming, and Forsyth, Montana, (Agreement dated May 1, 1979) under the provisions of Article XII, of the July 19, 1972 National Agreement; it is hereby agreed that the following conditions will apply to the operation of said service:

Section 1.

- (a) A pool of crews will be established and maintained at each home terminal sufficient to man this service between Sheridan and Forsyth. Local officers and Local Chairman will jointly agree on the pulling or placement of crews as business warrants.
- (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.

Section 2.

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) Between the hours of 7 A.M. and 11 A.M. daily the Chief Dispatcher will move crews from the inactive list to the active list giving preference to away-from-home crews who are fully rested.
- (f) Only in emergency situations will crews normally be placed on the active list from the inactive list other than during the above-stated hours.

- (g) Trainmen missing a call under such emergency situation will not be disciplined.
- (h) In the event a crew cannot be filled from the inactive list, remaining vacancies will be filled from the Extra Board for one round trip.
- (i) Crews will be called first in, first out from the active list at each terminal provided they are fully rested under the Hours of Service Act, EXCEPT a crew deadheading in combination with service to the away from home terminal may be worked back short of rest.
- (j) If the first-out crew does not have full rest, the next following crew who is fully rested may be used. If there are no crews available with full rest on the active list, then the first-out crew members from the inactive list with full rest may 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 or crew members in this paragraph will not be construed as runarounds.
- (k) Crews may be called to "deadhead out of turn" from their away-from-home terminal at any time after their arrival, regardless of their standing in relation to at-home crews and the normal pool rotation, except they must be called first in/first out in relation to other crews with the same home terminal. Such use shall not constitute a runaround of crews who may be first out at their home terminal.
- (l) 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)	<u>86.9</u> miles (40%)
Total	215.3 miles
- (m) Mileage will be monitored on a daily basis in conjunction with Section 2e by the Chief Dispatcher's Office for the purpose of maintaining a 60/40 split. On the 15th of each month the 60/40 split will be maintained as near as possible consistent with business levels. As near as mathematically feasible, a 60/40 split will be accomplished on the 30th day of each month.
- (n) The following will be used as a guide to determine the number of crews from each home terminal:

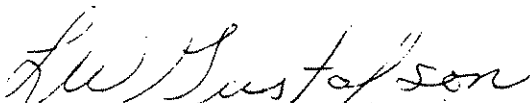
<u>Total Number of Crews Needed</u>	<u>Sheridan Home Terminated</u>	<u>Forsyth Home Terminated</u>
1 crew	1	0
2 crews	1	1
3 crews	2	1
4 crews	2	2
5 crews	3	2
6 crews	4	2
7 crews	4	3
8 crews	5	3
9 crews	5	4
10 crews	6	4
11 crews	6	5
12 crews	7	5
13 crews	8	5
14 crews	8	6
15 crews	9	6
16 crews	10	6
17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

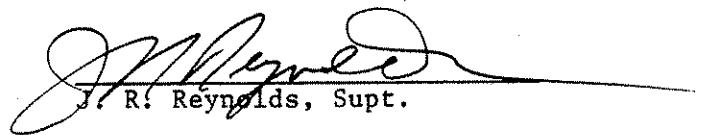
(More than 21 crews, the same formula to be applied)


- (o) The Chief Dispatcher will be responsible for the overall equalization regulation subject to review by the Local Chairmen bi-monthly in the event the Agreement is not properly applied.

It is understood that all other conditions set forth by the July 19, 1972 National Agreement in conjunction with said interseniority district service will continue to apply in the same manner as heretofore prescribed.

This agreement covering the operation and handling of crews will become effective on the date signed and may be cancelled upon fifteen (15) days written notice of either party to the other of their desire to do so. In the event it is cancelled, the parties will revert to the May 1, 1979, Agreement, covering Sheridan-Forsyth interseniority district freight service.

  
 L. W. Gustafson, L.C.

  
 J. R. Reynolds, Supt.

  
 W. C. Strong, L.C.

Date April 28, 1986