

BURLINGTON NORTHERN INC.

EF-6(c)-7
EF-1(b)-7/28/80

DEC 4 1980

Calesburg, Illinois
December 1, 1980

VICE PRESIDENT
LABOR RELATIONS

File 115-PL1

Mr. S. Zimmerman

Please refer to your letter dated November 28, 1980, file Schedule Agreement - BLE, regarding letter of understanding proposed for ratification by the Labor Relations Department between Burlington Northern Inc. and the Brotherhood of Locomotive Engineers, concerning the daily work up agreement in effect at Calesburg.

Per your request, attached is signed agreement, scheduled to go into effect December 1, 1980.

C.F. Fyc

C. F. Fyc
Terrin 1 Superintendent

Best Original at
Time of Scanning

CF1/deb

cc A. L. Egbers
F. J. Kallinen
D. I. Lidenann
K. L. Morin

Attachment.

2 Pd

LETTER OF UNDERSTANDING
BETWEEN THE
BURLINGTON NORTHERN INC AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

This letter of understanding will supplement the daily mark up Agreement in effect in the Galesburg Yard and become effective on Monday, December 1, 1980.

A day list will be established and Engineers in the Galesburg Yard Pool will be allowed to place their name on the day list in addition to placing on a regular assignment.

Only Engineers marked up on the second and third shift who did not have seniority enough to hold day work at the time the board was marked will be allowed to mark up on this list. Engineers will be called from this list in seniority order for any day assignment put on after the board is closed. After the day list is exhausted, the No 2 extra list will be used.

An afternoon or second shift list will be established and Engineers in the Galesburg Yard Pool will be allowed to place his name on the afternoon list in addition to placing on a regular assignment.

Only Engineers marked up on the third shift who did not have seniority enough to mark up second shift at the time the board was marked will be allowed to mark up on this list. Engineers will be called from this list in seniority order to fill assignments vacated by Engineers working assignments under the above paragraphs and assignments that are put on after the board is marked up. After this list is exhausted, the No. 2 extra list will be used.

This letter of understanding will continue in effect until cancelled by the service of thirty days Notice by one Party upon the other Party.

Signed at Galesburg Illinois this 1 day of Dec, 1980.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

FOR THE BURLINGTON NORTHERN INC.

A. J. Zimmerman
Local Chairman, B of LE

[Signature]
Terminal Superintendent

12/1/80
Date

12/1/80
Date

QUESTIONS AND ANSWERS

CONCERNING LETTER OF UNDERSTANDING WHICH IS AN ATTACHMENT
TO DAILY MARKUP AGREEMENT FOR ENGINEERS IN GALESBURG YARD

- Q. 1. Does the Day List and Afternoon List protect just assignments put on after the board is closed?
- A. 1. Yes, plus both lists will protect any assignment of a man that lays off prior to his assignment, regular calling time.
- Q. 2. Who protects Extra Engines that are put on at times other than regular starting times (Snowplows, wrecker service)?
- A. 2. Any assignments which are not in compliance with Rule 22, will be protected by Extra list No. 2.

Note. Starting times according to Rule 22 are as follows:

6 30 A.M. - 8 00 A.M.
2.30 P.M. - 4.00 P.M.
10.30 P.M. - 12.00 Midnight

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MEMORANDUM OF AGREEMENT
BETWEEN
BURLINGTON NORTHERN INC.
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The following understandings will govern the application of the Rules of Article 3, Agreement A dated May 23, 1952 in regard to the Five-day Work Week in Galesburg, Illinois Yards.

For the purpose of this Agreement, the following definitions apply:

ASSIGNMENT: A specific Yard Engine, for example -

1st E. Hump - 7:00 A.M.
2nd W. Hump - 4 P.M.

JOB: An Engineer position in yard service, a yard pool turn.

1. Rest days will be assigned to Engineers holding a regular job in yard service. Sufficient Engineers will be assigned as regular Engineers to cover number of regular assignments that are available. All regular jobs will be filled, and in the event a job is open due to no bids, senior demoted Engineer will be forced to the job.
2. Adjustment of the yard pool may be made at any time the record indicates an adjustment is necessary or required under the provisions of this Agreement.
 - a. A check will be made of yard assignment starts on a weekly basis and the yard pool will be adjusted to increase or decrease the number of turns needed. This does not prohibit adjustment of the yard pool outside of the weekly checking period, under the provisions of the above paragraph.
3. A regular job will be declared as established whenever there are five available work days in a seven day period.
 - a. When the number of turns in the yard pool is increased, the days off available will be determined by the assignment of the lowest turn number (see attachment-list of yard pool turns) available. When the yard pool is decreased by the highest turn number (see attachment-list of yard pool turns) available.
4. Engineers will be awarded choice of rest days in seniority order according to permanent bid sheets. If an Engineer does not signify a choice of rest days, he will be assigned rest days without regard to choice.

days without regard to choice.

5. Engineers will use Illinois-Wisconsin Seniority District Number Designation (No. 163) on their permanent bid sheet along with their preference of assigned days off. When bidding on assigned days off, days off must be two consecutive days. (Sample Attached)
6. Engineers will be allowed to mark up daily according to their seniority.
 - a. The yard pool board will be marked up at 12:01 P.M. each day for the following calendar day. Engineers desiring a change of assignment must notify the crew dispatcher before the closing of the board. Note: (Only one change of assignment per calendar day period will be allowed). Regular yard Engineers will be continued on assignments of their last work day unless displaced and/or exercise of seniority is made to another assignment prior to the closing of the board.
 - b. At the conclusion of the daily board change, a copy of the following period s mark-up list will be sent to each yard starting point so that such list will be available and posted at each location by 2:15 P.M.
 - c. Any annulment or abolishment of an assignment may be accomplished without penalty, prior to the daily board mark-up.
 - d. Vacancies left unfilled or occurring after the marking of the board will be filled from the Engineer's extra list.
 - e. The Brotherhood of Locomotive Engineers, Local Chairman will be furnished a copy of the corrected crew list, showing disposition of all Engineers for a mark-up period, following the close of the board for each period.
 - f. Engineers will be permitted to lay off after board is closed providing extra men are available and reasonable notice is given. (Two hours is considered as reasonable notice).
7. In the event an engineer is displaced from his regular assigned rest days, for any reason, he may displace any junior engineer according to the preference of rest days as shown on his permanent bid sheet.
 - a. An Engineer exercising his seniority to the yard pool without a displacement right will not have a choice of rest days, but will be assigned according to any openings which are available to his seniority as indicated on his permanent bid sheet.

- b. An Engineer not indicating his choice of rest days on his permanent bid sheet will be assigned rest days or he must displace the junior Engineer after all jobs have been filled by Engineers who have requested specific rest days.
- c. Engineers in road service will be allowed to move into the yard pool without benefit of displacement or assignment vacancy in cases of family emergency. This will be allowed on any date that the yard pool is adjusted under Item 2 of this Agreement.

(1) Engineer so requesting such placement in the yard pool must provide verification of the family emergency and must obtain the written permission of the mutual agreement of the carrier and any member of the Brotherhood of Locomotive Engineers, Local Committee of Adjustment to so place the Engineer on an emergency basis.

(2) Engineers exercising seniority under this provision must displace the junior Engineer in the yard pool and must remain in yard pool service until such time that he can move back to road service under normal adjustment flow of road and yard pools.

(3) An Extra Engineer who is ordered to relieve a yard Engineer who is on duty and working, but leaving work for any reason, must report for duty as soon as possible.

- 8. Regularly assigned Engineers who are unable to work five days during their work week through no fault of their own, as a result of exercise of seniority from one assignment to another, or lacking sufficient seniority to work due to annulments or reduction in assignments, or by reason of performing extra service on his second rest day, will be permitted to make up days lost by placing himself on the extra list. He will be placed ahead of men on the Engineer extra list for any Galesburg yard assignment at 12:01 A.M. in seniority order. In the event he does not work on the extra board that day, he will have the privilege of working on his rest days at straight time to complete his work week which would otherwise be filled by an extra Engineer.
 - a. In all cases the privilege of making up time lost must be exercised on the day the vacancy occurs, or on the earliest rest day, but not beyond fifteen days without the authority of the B of LE Local Chairman, otherwise such right is forfeited.
- 9. An Engineer taking a yard vacancy other than a permanent vacancy assumes the rest days of the Yard Engineer whose vacancy he is filling for the duration of the vacancy.

10. Should a vacancy occur for any reason in service covered by this agreement which would be filled from the Engineer's extra list and the extra list is exhausted, the vacancy will be filled in the following order:

- a. By the senior available regular yard Engineer on his rest day who has eight hours to work under the Hours of Service Law and available to commence work at the time and location where the assignment goes to work, provided such service would not render him unavailable for his regular assignment.
- b. By the senior available regular Yard Engineer for whom it is a work day who (a) has already worked that day, (b) is available to commence work at the time and location where the assignment goes to work, and (c) has eight hours to work under the Hours of Service Law, provided such service would not render him unavailable for his regular assignment.

NOTE: Engineer desiring service under paragraph a and b must file a written request with engine crew dispatcher for such service.

Engineers who have indicated their desire to perform extra service under this section on their rest days will be required to protect such extra service unless they seek and secure permission to lay off in the usual manner. If an Engineer lays off on the call for any reason, he will not stand for service on his rest days under this section for the next thirty (30) days. A written request for service on rest days may be cancelled upon forty-eight hours written notice to the crew dispatcher; the engineer will be permitted to again sign up for work on his rest days upon forty-eight hours advance notice.

- c. By a qualified demoted Engineer who is working as a fireman on the assignment on which the vacancy occurs.
- d. By the senior available demoted Engineer.

11. When assignments are not operated on the specified holidays, they will be left on the board and shown as annulled for the day. If an Engineer on such an annulled assignment wishes to place on an assignment that is operated on the holiday, he may do so but he is not so required in order to qualify for the holiday payment.

- a. If an Engineer is on an annulled assignment on a Holiday and then does not qualify for Holiday pay through no fault of his own, he will be permitted to exercise the option provided for in Section 8 of this Agreement.

- 12. Starting and relieving points for West Hump crews will be at Willis Yard Office; East Hump Crews at the East Hump Yard Office; Yard D crews at the Yard D Yard Office and City Yard Crews at the Old Yard Office.
- 13. Engineers working under this Agreement will be allowed to change rest days two (2) times each year in accordance with the terms of Memorandum of Agreement BN 2/28/79.
- 14. The parties hereto having in mind local conditions which may exist or arise in the application of this Agreement, agree that the duly authorized representative of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement this understanding.

THIS AGREEMENT becomes effective 12:01 A.M. September 8, 1980, and will continue in effect thereafter until cancelled by the service of thirty days notice by one party upon the other party.

SIGNED AT GALESBURG, ILLINOIS THIS 22 day of July, 1980.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

FOR THE BURLINGTON NORTHERN INC.:

[Signature]
Local Chairman, BofLE

[Signature]
Terminal Superintendent, Galesburg, Illinois.

22 JULY 1980
Date

July 22, 1980
Date

APPROVED:

SIGNED AT ST. PAUL, MINNESOTA THIS 28TH day of JULY, 1980.

W. M. Demegan
General Chairman, BofLE

A. E. Egbers
Vice President Labor Relations

7/28/80
Date

7/28/80
Date

DATE _____

GALESBURG ENGINEER S ASSIGNED DAYS OFF

<u>TURN NO.</u>	<u>OFF DAYS</u>	<u>ENGINEER ASSIGNED</u>	<u>TURN NO.</u>	<u>OFF DAYS</u>	<u>ENGINEER ASSIGNED</u>
1	Sat-Sun		28	Fri-Sat	
2	Sun-Mon		29	Sat-Sun	
3	Mon-Tue		30	Sun-Mon	
4	Tue-Wed		31	Mon-Tue	
5	Wed-Thur		32	Tue-Wed	
6	Thur-Fri		33	Wed-Thur	
7	Fri-Sat		34	Thur-Fri	
8	Sat-Sun		35	Fri-Sat	
9	Sun-Mon		36	Sat-Sun	
10	Mon-Tue		37	Sun-Mon	
11	Tue-Wed		38	Mon-Tue	
12	Wed-Thur		39	Tue-Wed	
13	Thur-Fri		40	Wed-Thur	
14	Fri-Sat		41	Thur-Fri	
15	Sat-Sun		42	Fri-Sat	
16	Sun-Mon		43	Sat-Sun	
17	Mon-Tue		44	Sun-Mon	
18	Tue-Wed		45	Mon-Tue	
19	Wed-Thur		46	Tue-Wed	
20	Thur-Fri		47	Wed-Thur	
21	Fri-Sat		48	Thur-Fri	
22	Sat-Sun		49	Fri-Sat	
23	Sun-Mon		50	Sat-Sun	
24	Mon-Tue		51	Sun-Mon	
25	Tue-Wed		52	Mon-Tue	
26	Wed-Thur		53	Tue-Wed	
27	Thur-Fri		54	Wed-Thur	
			55	Thur-Fri	