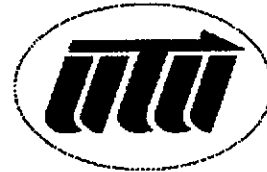


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GENERAL COMMITTEE of ADJUSTMENT GO-386

*Burlington Northern Santa Fe Railroad and Montana Western Railroad*

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May 23, 2000

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Re: Recall of Employees from  
Reserve Board Status

Dear Sirs:

This is in regards to the above reference and Articles II, III, Attachment 1-A and Attachment 4 of the May 20, 1993, Crew Consist Agreement.

This response is in answer to a question posed from Minot, ND South, where a reserve board presently exists.

At Minot, ND South, the Brakemans guaranteed extra board is not manned under provisions of Article III, Section 1(c). As such, all vacancies, both Conductor's and Brakeman's, are filled from the Conductors guaranteed extra board. No regular brakeman's positions exist at Minot South.

On or about May 10, 2000, the BNSF determined a need to increase the work force at Minot South by increasing the Conductor's extra board and/or the Conductor only pool. At that point in time, two (2) individuals had written requests to return to service.

Employee A was the senior brakeman, but was junior as a conductor to Employees B, who was junior to Employees A as a brakeman. The Carrier issued a recall to Employee A to return to service.

recall\_resbd.ltr

The undersigned received an inquiry on the propriety of Carriers' action in recalling Employee A due to the fact that only conductor positions, regular or extra, existed at Minot South. The undersigned's response and position is stated as follows:

Attachment 1-A, Section 3, 4 and 5 explain the process to recall employees from reserve status. Section 3 reads in pertinent part as follows:

"a) Employees in reserve status may request recall to active service in seniority order. An employee in reserve status desiring to be recalled to active service in seniority order must request seniority recall in writing..." (Emphasis added)

Both Employee A and B made proper written request to be recalled to active service. Sections 4 and 5 apply the same principals to outlying assignments.

Attachment 4, Section 4(a) reads in pertinent part as follows:

"a) Employees in reserve board status who wish to be assigned to conductor vacancies when their seniority allows must advise the appropriate Carrier office in writing..." (Emphasis added)

UTU ground service employees on the Minnesota Seniority District hold seniority, at the least, as brakemen and yardmen. Those dates may be the same if hired subsequent to March 3, 1970, or different with one (1) earlier than the other if hired on or prior to March 3, 1970. Many employees also hold seniority as conductors

UTU employees exercise and access regular positions based on their seniority standing in each craft, brakeman, yardman or conductor relative to their fellow employees, ie: the more senior brakeman has rights to assignments over a brakeman with less seniority. The different seniority rankings or standings are utilized separately for the respective craft involved. A conductor cannot use his brakeman seniority to access a conductors position anymore than a brakeman could utilize his conductors seniority to access a brakeman position.

Attachment 1-A, Section 3(a) specifies use of seniority order in recall. At Minot South, there are no brakemans positions in regular or extra service. All positions are Conductor positions which, under schedule rules, would be accessed by conductors seniority.

Attachment 4, Section 4(a) more clearly defines the appropriate handling. Both Employee A and Employee B had made written requests to return to active service. Both employees had conductors seniority rankings with B senior to A. If those two (2) employees were to bid on a conductor vacancy, the only positions that exist at Minot South, Employee B would be awarded that conductors position over Conductor A.

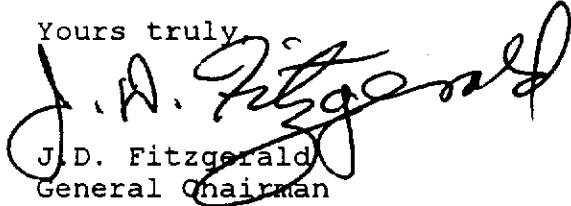
May 23, 2000  
Page 3

Based on all of the above, I must come to the conclusion that the Carrier, BNSF, recalled the wrong employee by recalling a junior conductor when a senior conductor in reserve status had submitted written request for recall.

I will move to have this handling corrected to the extent stated above.

With best wishes, I am,

Yours truly,



J.D. Fitzgerald  
General Chairman

JDF/aas

cc: C.L. Little  
B.A. Boyd, Jr.  
P.C. Thompson  
K. Thompson  
D.W. Hust  
G.O. Hartsock  
D.R. Howard  
✓ J.L. Schollmeyer  
BN General Chairman

Section 12.

Nothing in this Article shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangement; provided, that there shall be no duplication or pyramiding of benefits to any employees, and, provided further, that the benefits under this Article, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits.

**ARTICLE III  
GUARANTEED EXTRA BOARDS**

Section 1.

- (a) Except as provided in paragraph (c) of this section, separate guaranteed conductor and brakemen extra boards will protect all extra road service requirements. Guaranteed yard extra boards will protect all extra yard service requirements. This agreement is not intended to permit the establishment of combination road/yard extra boards where such boards are not presently permitted. The Carrier shall maintain a sufficient number of employees to permit reasonable lay off privileges and to protect the service including vacations and other extended vacancies. Except as provided in paragraph (g) of this Section, the Carrier will regulate the number of positions on the guaranteed extra boards established pursuant to this Article.
- (b) If one road extra board (conductors or brakemen) is exhausted, it will be supplemented first with the other board.
- (c) If, at a particular source of supply, a separate brakemen extra board cannot be maintained without employees assigned thereto incurring regular guarantee payments, then a separate brakemen extra board will not be manned at that source of supply. If a separate brakemen extra board is not manned, then the conductor's extra board will protect all extra road service requirements, both conductor and brakemen, until such time as sufficient work opportunities for brakemen are available to permit manning the brakemen's extra board without regular guarantee payments.
- (d) Guaranteed extra boards shall replace existing extra boards. Employees assigned thereon will be run first-in, first-out, in accordance with existing schedule

agreements.

- (e) The reserve board will not be used to supplement guaranteed extra boards, except as provided in Article II, Section 11 of this Agreement.
- (f) Payment of the guarantee shall be made in the payroll period in which the guarantee was incurred.
- (g) Guaranteed conductors and brakemen extra boards will be increased by the appropriate number of positions when average earnings of employees manning the board exceed the monetary equivalent of 22 1/2 basic days at the appropriate basic through freight (unassigned, less than 100 mile) rate of pay in a payroll period.

Section 2.

- (a) An employee working on a road and/or yard extra board will be provided a payroll period compensation guarantee or a prorated portion thereof based on the number of days on the board.
- (b) Employees assigned to or reduced from the extra board, regardless of the time of day, shall utilize that calendar day in the computation of the amount of the employee's payroll period compensation guarantee. Employees selecting seniority placement to or from an extra board in conformity with existing rules, will count only those full calendar days, (12:01 AM - 11:59 PM), the employee was listed on the extra board in computing the amount of the employee's payroll period compensation guarantee. The amount of the employee's payroll period compensation guarantee may be prorated or reduced on the basis of 1/13, 1/14, 1/15 or 1/16 (depending on the number of days in the payroll period) for each 24 hour period or portion thereof, when an employee lays off or is otherwise unavailable for service.

As an example, an employee holding a regular assignment, (15 day pay period), is displaced on the 11th day of the payroll period and forced to the extra board. That individual would be entitled to the earnings of the regular assignment for the first ten (10) days of the payroll period, in addition to 5/15 of the applicable guarantee.

- (c) The payroll period compensation guarantee, subject to proration as described above, shall be an amount equal to the monetary equivalent of:

- (i) On Yardmen's extra boards, protecting yard service only, eleven (11) basic days at the yard helper's basic daily five day pro rata rate in addition to any holiday pay.
  - (ii) On Brakemen's extra boards, protecting road brakeman service only, seventeen (17) basic days at the brakeman's basic through freight (unassigned, less than 100 mile) rate of pay.
  - (iii) On Conductor's extra boards, protecting only road conductor's service, seventeen (17) basic days at the conductor's basic through freight (unassigned, less than 100 mile) rate of pay.
  - (iv) Should the combination road/yard extra board at Wenatchee, Washington, which protects both road and yard service, be continued, seventeen (17) basic days at the conductor's basic daily through (unassigned, less than 100 miles) freight rate.
- (d) If an employee's payroll period compensation guarantee computed pursuant to the provisions of this Section exceeds the employee's actual compensation for that payroll period (including benefits payable under any federal or state unemployment insurance program), he shall be paid the difference. Special allowances paid for working on reduced crews, penalty payments and payments for attending operating rules classes, training classes, physical examinations and holidays shall be paid in addition to the guaranteed amount.

### Section 3.

There shall be no duplication or pyramiding of benefits to any employees under this Article and/or other agreements or rules.

### ARTICLE IV MILEAGE REGULATIONS

There will be no change in existing practices or agreements in the regulation of the number of turns (crews) in chain gang freight pools except where existing mileage regulation agreement provisions for pool service contain a maximum limit, such agreements will be modified by increasing the maximum limit according to the principles set forth in Attachment 3 to this Agreement.

## ATTACHMENT 1 A SENIORITY RESERVE BOARDS

The provisions of this Attachment apply after the total number of employees receiving reserve board payments under Article II, on Seniority Districts 1-5 combined, drops below 600 on two (2) consecutive payroll periods (see Article II, Section 3).

### Section 1.

Reserve boards will be established and maintained on each subdivided seniority district for train/yard service where there are more employees than are needed in active service, who are otherwise eligible for reserve status (excluding employees in volunteer surplus status under Article V of this Agreement) due to the changes in Crew Consist set forth in Article 1 of this Agreement.

### Section 2.

- (a) An eligible employee who is unable to hold a position in active service on his subdivided seniority district may exercise his seniority to any position he can hold on his seniority district or he may request reserve status. If he requests reserve status, and is otherwise qualified for that status, he will be placed on the reserve board list for that subdivided seniority district. Thereafter, he will be subject to recall to active service according to the provisions set forth below.
- (b) An eligible employee in active service may elect to displace to reserve status on his subdivided seniority district so long as there is a junior employee in reserve status on that subdivided seniority district. Upon receipt of written notice, the designated carrier officer will recall the senior reserve status employee who has requested recall to active service or in the event there is no such individual, the junior reserve status employee will be recalled. The employee requesting reserve status will remain in active service until the recalled employee reports for active service.
- (c) Employees recalled to active service due to a request to displace to reserve status by an employee in active service will continue to receive reserve board pay until the date he reports for service as provided in Article II, Section 5 (a).

- (d) Junior employees recalled to active service due to displacement from reserve status by a senior employee in active service will not be entitled to the payments provided in Article II, Section 5(b) of this agreement for responding to recall "immediately".
- (e) Employees who elect to displace to reserve status must remain in that status for a minimum of sixty (60) full calendar days, and may thereafter exercise seniority to active status by submitting five (5) day written notice to the appropriate Carrier officer so long as there is a junior employee in active service on the subdivided seniority district. The employee exercising seniority placement to reserve status will remain in active status until the displaced reserve board employee reports for active service. (Provisions of this paragraph only apply to instances in which employees are moving from the reserve board to active status.)

Section 3.

- (a) Employees in reserve status may request recall to active service in seniority order. An employee in reserve status desiring to be recalled to active service in seniority order must request seniority recall in writing to the appropriate Carrier officer.
- (b) Except as provided in Sections 4 and 5 below, when additional employees are needed in active service on a subdivided seniority district, employees will be recalled to active service in the following order:
  - i The senior employee in reserve status on that subdivided seniority district with a written request on file for recall to active service will be recalled.
  - ii If there is no employee in reserve status on that subdivided seniority district with a request for recall in seniority order on file, then the junior employee in reserve status on that subdivided seniority district will be recalled.
  - iii If additional employees are needed on a subdivided seniority district where there are no employees reserve status, the junior employee in volunteer surplus status under Article VI of this Agreement from that subdivided seniority district will be recalled to active service.
  - iv If there is no employee in volunteer surplus status



from that subdivided seniority district, then the junior employee on the reserve board at the nearest location on the same seniority district by highway miles will be recalled and exercise seniority, subject to any existing prior rights restrictions, on the subdivided seniority district needing trainmen/yardmen.

- v If there is no employee on that reserve board, (nearest location by highway miles), who is subject to recall, then the junior employee in volunteer surplus status from that subdivided seniority district will be recalled, and upon reporting he may exercise seniority on that subdivided seniority district if his seniority will allow, and the junior employee in active service on that subdivided seniority district will exercise seniority on the subdivided seniority district needing trainmen/yardmen.
- vi If the recalled employee is not able to exercise seniority on his subdivided seniority district, he will exercise seniority on the subdivided seniority district needing trainmen/yardmen.

This pattern will be followed at the next closest sources of supply on the seniority district until an employee is recalled to active service and exercises seniority on the subdivided seniority district needing trainmen/yardmen.

#### Section 4.

Employees on reserve boards who wish to be recalled to service for outlying assignments on their subdivided seniority district must advise the appropriate Carrier officer in writing. When it is necessary to recall an employee from reserve status to fill an outlying assignment, the senior employee on the reserve board requesting recall for outlying assignments will be recalled. If there are no employees on the reserve board requesting recall for outlying assignments, the junior employee on the reserve board will be recalled and assigned.

#### Section 5.

An employee who is forced to an outlying assignment on his subdivided seniority district may request assignment to the reserve board for that subdivided seniority district if there are employees assigned to that reserve board. When an employee makes such a request, the senior employee assigned to the reserve board who has requested recall for outlying assignments will be recalled and assigned to the outlying

assignment; provided, however, that the employee recalled will not be entitled to the payments provided in Article II, Section 5 (b) of this Agreement for responding to recall "immediately". The employee who was originally forced to the outlying assignment must remain on the assignment until the employee recalled from the reserve board reports for active service.

Section 6.

Employees who are on approved leaves of absence, or who are out of service for discipline reasons, will upon returning to service, be required to exercise seniority on the subdivided seniority district on which they last performed service as a trainman/yardman. If they are unable to hold a position in active service on that subdivided seniority district, they may exercise their seniority to any position they can hold on their seniority district or they may request reserve status. If they request reserve status, and they are otherwise qualified for that status, they will be placed on the reserve board list for that subdivided seniority district.

Section 7.

Employees who have seniority in other crafts on the Carrier will not be eligible for reserve status so long as they are required to be working in the other craft.

Section 8.

As provided in Article II, Section 2 of this Agreement, no employee may remain in reserve status who would have been unable to hold a position in active service under the Crew Consist rules in effect immediately prior to the effective date of this Agreement if all employees assigned to reserve status or "volunteer surplus status" were recalled to active service.

(NOTE: Employees in volunteer surplus status are not considered employees in active service.)

## ATTACHMENT 4 CONDUCTOR PROMOTION

### Section 1.

Rosters will be prepared for Seniority Districts 1 through 5, listing, in seniority order, each employee who has seniority as Trainman/Yardman, but not as conductor.

### Section 2.

Trainmen/Yardmen who established seniority on or after November 1, 1985 and who stand for promotion under the terms of the Memorandum of Agreement effective February 1, 1982 as amended by Memorandum of Agreement BN 8/28/87, OPS 11-87, effective September 1, 1987 will complete promotion under the terms of those agreements and when promoted, will assume rank as conductor in the same order shown on the roster described in Section 1 of this attachment.

### Section 3.

Employees who established Trainmen/Yardmen seniority prior to November 1, 1985; but who previously declined to promote to conductor or who voluntarily surrendered conductor seniority will be afforded the opportunity to promote to conductor under the following conditions:

- (a) Trainmen/Yardmen who desire to accept promotion will give written notice to the appropriate local Carrier officer of their intent to promote. Such Trainmen/Yardmen will be given the promotion exam when the exam is next scheduled at that location. Trainmen/Yardmen who successfully pass the first examination will assume rank as conductor in the same order shown on the roster described in Section 1 of this attachment.
- (b) Trainmen/Yardmen who fail the first promotional examination will be given a second examination not less than 30 days nor more than 45 days following the date on which they failed the first examination. Trainmen/Yardmen who successfully pass the second examination will assume rank as conductor in the same order shown on the roster described in Section 1 of this attachment.
- (c) Trainmen/Yardmen who fail the second promotional examination will be given a third examination not less than 30 days nor more than 45 days following the date on

which they failed the second examination. Trainmen/Yardmen who successfully pass the third examination will assume rank as conductor in the same order shown on the roster described in Section 1 of this Attachment.

- (d) Trainmen/Yardmen who fail the third examination may thereafter request another opportunity for promotion according to paragraph (a) above in subsequent exams scheduled at that location. Trainmen/Yardmen who successfully complete a subsequent examination will assume rank as a conductor in the same order shown on the roster described in Section 1 of this Attachment.

Section 4.

- (a) Employees in reserve board status who wish to be assigned to conductor vacancies when their seniority allows must advise the appropriate Carrier officer in writing. Thereafter, they will be treated as applying for any conductor vacancies occurring on the subdivided seniority district. Employees assigned to Conductor vacancies as a result of such requests will be assigned immediately and will not receive continued reserve board payments under Article II, Section 5 of this Agreement.
- (b) Permanent conductor vacancies which are not voluntarily filled by employees in active service, or by employees requesting assignment under paragraph 4 (a) above, will be filled by assigning the junior demoted conductor working on the subdivided seniority district. If none, the vacancy will be filled in the following manner:
- (i) Reserve Board (more than 600 employees in reserve status), the senior conductor will be assigned.
- (ii) Seniority Reserve Board (less than 600 employees in reserve status), the junior conductor will be assigned.

Section 5. Employees with conductor seniority will not be barred from exercising their seniority rights as Trainmen/Yardmen. Such exercise of seniority as trainmen/yardmen will not disturb, extinguish or otherwise modify such employee's seniority rights or rank as conductor.

Section 6. All schedule rules, agreements and practices which conflict with the forgoing are modified to the extent necessary to permit the changes described in this attachment.