



united transportation union

Mr. M. M. Winter
350 N. Robert St
Rm 687
St. Paul, Minn. 55101

November 15, 1987

Mr. Winter:

Attached is a copy of an amendment to our Local Agreement regulating crews in Chain Gang East between Seattle and Wenatchee, Wa. that was signed August 11, 1987. I must apologize for not sending this to you earlier it simply slipped my mind.

This amendment was voted on at the April and May Lodge meetings. Although this had the support of the Local and the local carrier officers the implementing was not until August 11, 1987 due to some last minute objection by Labor Relations. What that objection was I was never able to find out as I could never get anyone to admit that they were the one who had the objection. However the agreement is now in place and is working to everyones satisfaction.

I am attaching a copy of my letter proposing this change for your information. As a result of this change we have been able to add three crews to our chain gang east where we would not have been able to before. Also our crews now have a more decent period of time off duty between trips to spend with their families instead of going to work on their rest all the time.

I hope this meets with your approval.

Yours truly

A handwritten signature in black ink, appearing to read 'Greg S. McNaghten', is written over the typed name. The signature is fluid and cursive in style.

Greg S. McNaghten

cc: U. M. wells-Pres 1024

DEC 6 7 1987





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May 16, 1987

Mr. J. K. Vaden
Superintendent
Burlington Northern Railway
999 3rd Avenue
Seattle, Wa.

Dear Sir:

This letter is a request by Local 1024 to amend the Memorandum of Agreement of April 1, 1981; specifically that part regulating the number of crews in unassigned through freight service between Seattle and Wenatchee, Wa.. The amendment proposed would read:

- b) When the average semi-monthly earnings of the pool crews between Seattle and Vancouver B. C. exceeds 2,400 miles the pool will be increased by one crew.
When the average semi-monthly earnings of the pool crews between Seattle and Wenatchee exceeds 2,200 miles the pool will be increased by one crew.

As you can see the only difference between this and the existing agreement is that the miles needed to put a crew in the Chaingang between Seattle and Wenatchee is lowered from 2400 miles to 2200 miles.

The agreement of April 1, 1981 was originally entered into by the Carrier and the Organization in order to establish a workable criteria for regulating the number of crews in Chaingang East that would meet the needs of the service. The criteria established was the average semi-monthly earnings of the pool crews expressed in miles. If the semi-monthly earnings was less than 2,000 miles a crew would be removed from the pool, if over 2,400 miles a crew would be added. The mileage figure was arrived at by multiplying the number of tours of duty of the pool crews by the mileage the crews earned, on the average, per tour of duty divided by the number of crews. Deadhead tours of duty were figured in at 150 miles while working tours were figured at 175 miles.

For example: A pool of twenty crews each working 14 tours of duty, one of which was a deadhead, in a semi-monthly period would give the following figures.

20 crews X 13 tours of duty X 175 miles = 45,500 miles

20 crews X 1 deadhead tour X 150 miles = 3,000 miles

Total miles / Number of crews 20 / 48,500 miles = 2425 average miles

The figure of 2425 miles would mean that one crew would be added to the pool. Conversely twenty crews each working 11 tours of duty one of which is a deadhead gives us a figure of 1900 miles and one crew would then be removed from the pool.

DEC 3 1987



united transportation union

These are simplified examples since in actual operations one crew may deadhead several times and another not at all and the crews seldom work an equal number of trips in any given period.

This system worked to everyone's satisfaction until the implementation of the 1985 National Agreement. That agreement changed the rules regarding the payment of Final Terminal Delay (FTD) and deadhead miles. Prior to the 1985 agreement part of the miles of the average tour of duty were FTD miles but since then FTD payments have been virtually eliminated in Chain gang east. Deadhead miles are now limited to 104. These changes have necessitated the lowering of the average tour of duty miles to 160 with any deadheads computed at face value. These new figures when applied to the first example above give a result of 2240 miles. Therefore even though the crews in the pool are working the same number of tours of duty a crew would neither be added or removed. In fact, in the examples given the crews would have to work 16 tours of duty with one being a dead head before a crew could be added to the pool. Given the long hours on duty in chain gang east, the restrictions of the Hours of Service Law and the irregular train schedules it is virtually impossible for the crews to complete 16 tours of duty in a 15 day half.

Recent increases in the traffic volume in Chaingang east coupled with the inability to add crews when needed has brought about a very unacceptable situation for both the Carrier and the Scheduled employees. Often in recent weeks there have been no rested Chain gang crews available in Seattle when they were needed making it necessary to use set up crews of exclusively extra men. This depletes the supply of extra men to the extent that there/ are not enough men to protect all the normal extra work. Yard extra men are then often used to fill road jobs causing a shortage of these men that results in more overtime shifts in yard service and sometimes the annulling of yard extra engines due to the lack of men. Crews working in this way become "burned out" after several weeks of going on duty so often and lay off more often than they would otherwise. This means an even heavier demand for extra men further aggravating the situation. The problem has in recent months become so acute that the Carrier has resorted to running trains "short crew" in violation of the crew consist agreement in order to not delay priority traffic. Furthermore the Carrier has recently began to deny request for personal leave days in order to keep men available for work. Since the Carrier must give give the men these days sooner or later this means that most of the personal leave days will be bunched together later in the year causing more of the same problem then.

On May 11, 1987 Local 1024, by Lodge action, authorized the Local Chairmen to sign an amendment such as is proposed here if agreement could be reached with the Carrier. We feel that this would go a long way toward alleviating what could become an intolerable situation for both the Carrier and the employees. Using a figure of 2200 miles will allow the adding of a crew to the pool when increased traffic levels warrant it. This would also eliminate a great deal of the "robbing Peter to pay Paul" in regards to road and yard extra men. A less intense work load would mean less "burn out" and therefore less lay offs.

DEC 31 1987



united transportation union

I hope that this proposal meets with your approval and that we might be able to sign and implement such an amendment in the near future. I will be available to discuss this further with you at any time.

yours truly

Greg S. McNaghten
BLC UTU 1024

cc: K. A. Fye - Pres. UTU 1024
D. E. Flammang - CLC UTU 1024
W. J. Palm

DEC 27 1967



Chain Gang East Milage Amendment

Seattle, Washington
May 14, 1987

MEMORANDUM OF AGREEMENT

Paragraph 1 (b) of Memorandum of Agreement between Burlington Northern Inc., Pacific Division, Seattle Region, and the UTU Lodge Nos. 1024-C and 1024-B, representing former Great Northern Conductors and Brakemen applicable to the east end freight pool service between Seattle, Washington and Wenatchee, Washington; and north end freight pool service between Seattle, Washington and Vancouver, B. C. which became effective April 1, 1981 is amended to read:

- b) When the average semi-monthly earnings of the pool crews between Seattle and Vancouver B. C. exceeds 2,400 miles the pool will be increased by one crew.
When the average semi-monthly earnings of the pool crews between Seattle and Wenatchee exceeds 2,200 miles the pool will be increased by one crew.

This amendment is effective August 11, 1987 and is subject to cancellation upon ten (10) days written notice by the carrier or a local representative of UTU Local 1024.

FOR THE BURLINGTON NORTHERN

J. K. Vaden by VJO
Superintendent

FOR THE UNITED TRANSPORTATION UNION

Dennis Flamman
Local Chairman Lodge No. 1024-C

Gregory M. Hughes
Local Chairman Lodge No. 1024-B

REC 27 1987

A question: When a yard switch crew dog-catches a freight are they then obligated to perform the freight crew's work without penalty?

For example, we have a daily freight from the US that pulls directly into CN's Thorton Yard. Thorton Yard is clearly not within our switching limits. When New West switch crews pick up that freight and take it to its final destination shouldn't we claim switching outside limits and get a day's pay?

The carrier is declining them with the explanation that Thorton Yard is the final destination of that train, and so there is no penalty in completing the freight crew's work. (Also, could you reference the agreement if it comes to mind?)

Thanks,
Sharon.

Sharon.

A yard crew, dog-catching a road service crew, may complete the work which had been assigned to that crew. See Article VIII, Section 2(b.) of the 1985 National Agreement.

It is my understanding that Thornton Yard is now within the new switching limits of the Vancouver/New West terminal, as the switch governing access to that yard is within those limits. Under such circumstances, our crews may deliver trains to or acquire trains from that facility, without penalty.

Thanks,
Dave.

Hi Dave,

Regarding our last discussion: Yard crews dog-catching Thornton-bound freights within our new switching limits:

Thornton Yard is not mentioned in the new yard consolidation agreement. The agreement merges "Vancouver and New Westminster, BC yards into one terminal and [extends] the present switching limits to and including MP 156 to MP 136, which includes Brownsville, Townsend, and the Tilbury Branch Line..."

However, there is a CN Lead in Brownsville (which we need to get permission to use from the CN) which leads to Thornton yard, so I suppose you could say Thornton Yard is accessible through Brownsville.

The agreement you referred to, (1985 NCC/UTU Article VIII Sct. 2) states that yard crews may (a) bring in disabled train or trains whose crews have tied up under the Hours of Service Law **from locations up to 25 miles outside of switching limits.** And (b) complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and **are being brought into the terminal by those yard crews.**

My bold points are my question marks. We are bringing this train from within our switch limits to a place outside of our switch limits. We are not bringing the train into our terminal, but to a point outside of it. (I'm assuming that Thorton Yard is indeed outside of our switching limits.)

Can you tell me if this loop-hole is enough for a time claim of a days pay? (When a yard crew in NW dog-catches freight and brings it into its final terminal, Thorton Yard.)

I am also unclear on Item 3. of the new Yard Consolidation Agreement. It states: "The utilization of yard crews to perform Hours of Service Relief and service to customers in road territory will continue to be measured from the switching limits as they existed on August 25, 1978 (5329 feet South Fraser River Jct.) except by mutual agreement."

What is "road territory?" Is that anywhere outside of switching limits?

Thanks Dave.