

**BETWEEN**  
***BURLINGTON NORTHERN RAILROAD***  
**AND THE**  
***UNITED TRANSPORTATION UNION***

**ARTICLE I**

**CREW CONSIST**

**Section 1.**

The basic crew consist for all crews shall be one (1) conductor/foreman and one (1) brakeman/helper, except as otherwise provided in this Agreement.

**Section 2.**

Crews on through freight trains (including hours of service relief crews and crews on trains which convert to the local rate under existing rules) may be conductor-only crews; however, such conductor-only crews may only make straight pick-ups and set-outs between the initial and final terminal of the crew. (A conductor-only crew picking up, setting out, or exchanging one or more locomotives and setting out a bad order car is permissible under this Agreement at any time or location during the tour of duty.) At the initial and final terminals of the crew, where yard crews are employed and on duty, conductor-only crews may only perform up to three (3) moves in connection with their own train, and each of the moves may be any one of those prescribed by Presidential Emergency Board 219: pick-ups, set-outs, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries. At initial and final terminals of the crew, where yard crews are not on duty, work performed by the conductor-only crew will be governed by applicable rules.

**Section 3.**

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.

**Section 4.**

- (a) Trains may be operated with a crew size in excess of that required in this Agreement should the Carrier deem it necessary.
- (b) Where the Carrier elects to operate a job in assigned road or in yard service with a crew consist in excess of that required by this Agreement, and the excess position is filled for three (3) consecutive days, thereafter the senior employee making application for the position will be assigned. The position may be abolished at any time; however, the employee(s) assigned thereon will be so notified before going off duty on the last tour before cancellation becomes effective.

**Section 5.**

There shall be no car count or train length limitations in the operation of trains with crews provided for in this agreement.

**Section 6.**

Conductor pools shall protect pool freight service. When a brakeman is needed for pool freight service, the brakeman will be called from the appropriate extra board. Brakemen used in pool freight service shall be independent from the conductor at the away from home terminal and shall make the return trip only when called by the Carrier.

- (a) A demoted conductor, working as a brakeman to the away-from-home terminal, shall not be worked back to the home terminal nor on any intermediate trip as a Conductor except in case of “emergency” where there are no available conductors at the away-from-home terminal and time constraints do not permit the Carrier to deadhead a conductor from the source of supply, in which event the brakeman may fill the conductor vacancy on a one time “emergency” basis.
- (b) Brakeman called for pool freight service as set forth above, and held at the away-from-home terminal, shall receive continuous “held-away-from-home terminal time” (HAFHT) after being held twelve (12) hours at the away-from-home terminal without being called to service. Should a brakeman be called for service or ordered to deadhead after pay begins, “held-away-from-home terminal time” shall cease at the time pay begins for such service or deadheading.
- (c) If a brakeman is deadheaded to his home terminal from the away-from-home terminal, the brakeman will be paid no less than the line miles from the away-from-home terminal to the home terminal for the deadhead.
- (d) Brakemen called in pool freight service will be called and run first-in, first-out amongst themselves at the away-from-home terminal.

## Section 7.

In connection with the provisions of this Article, no Carrier Supervisor, Official or non-craft employees (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard employee.

## ARTICLE II

### RESERVE STATUS

#### Section 1.

- (a) To be eligible for reserve status under the terms of this Article, an employee must have rendered prior compensated train or yard service under the collective bargaining agreements between the parties hereto and retain an employment relationship on the effective date of this agreement, including any employees in a discharged status who are subsequently returned to service with seniority.
- (b) Furloughed employees who are otherwise eligible for reserve status may request and will be assigned to reserve status if they would have been able to hold a position in train or yard service on their seniority district under the Crew Consist rules in effect immediately prior to this agreement if all employees in reserve status and “volunteer surplus status” under Article V of this Agreement were returned to active service.
- (c) Employees who are on approved leaves of absence, who are out of service for discipline reasons, or those having seniority in other crafts, who are otherwise eligible for reserve status, will be governed by the provisions of Items 6 and 7 of Attachment 1 to this Agreement.
- (d) An employee, who is otherwise eligible for reserve board status, who is displaced as a result of the elimination of a position due to a track sale, lease, coordination, extension, abandonment, merger or similar transaction, shall have the right to be assigned and remain in reserve status, subject to recall to active service, if he meets all of the following conditions:
  - i. He is unable to hold a position remaining on the subdivided seniority district after the implementation of the transaction, and
  - ii. He would have been able to hold a position in active service on his seniority district under the Crew Consist rules in effect immediately prior to this Agreement if all employees in reserve status and “volunteer surplus status” under Article V of this agreement were returned to active service and assigned to the positions remaining on the seniority district after the implementation of the transaction.

#### Section 2.

Employees in reserve status will be governed by the following provisions:

- (a) Any eligible employee who is unable to hold a position in active service on his subdivided seniority district as a result of the implementation of the changes in the Crew Consist rules set forth in Article I, above, shall be entitled to reserve status according to the provisions set forth in Attachment 1 to this Agreement; provided, however, that no employee may remain in reserve status if he would have been unable to hold a position on his seniority district under the Crew Consist rules in effect immediately prior to this Agreement if all employees in reserve status and “volunteer surplus status” under Article V of this agreement were returned to active service.

**NOTE:** For purposes of this Agreement, “subdivided seniority district” means a seniority district subdivided based on a source of supply for protecting service on a portion of a district.

- (b) Pay for an employee unable to hold a position in active service on his subdivided seniority district who requests reserve board status shall be based upon the following, whichever is greater:
- (i) 75% of the basic 5-day yard helper rate of pay; or
  - (ii) 75% of the employee’s earnings during the twelve (12) full calendar month period immediately preceding the effective date of this agreement.
- (c) Employees who were absent from available service for extended periods of time during any month in the twelve month period will have the earnings for that month excluded from the period, and the period will be extended back an additional month to obtain another month’s earnings. Any employee who feels that an adjustment should be made must request the adjustment within sixty (60) days of the date upon which the employee first reverts to reserve status. Thereafter, the Carrier will review the request, and if an adjustment is justified, it will be made and the employee’s reserve pay will be adjusted back to the first day of reserve status. Should the adjustment request be rejected, the employee’s claim may be pursued as provided by the prevailing schedule agreement.
- (d) In each case, the employee’s reserve board rate will be calculated as an “equivalent daily rate” as provided in Attachment 2 to this Agreement, and the employee will be paid the “equivalent daily rate” five days per week (Monday through Friday), so long as the employee is in reserve status.

### Section 3.

Notwithstanding the other provisions of this Article, when the total number of employees receiving reserve board payments under this Article on Seniority Districts 1-5, combined, drops below 600 on two (2) consecutive payroll periods, employees in active service may displace junior employees in reserve status on the same subdivided seniority district according to the procedures set forth in Attachment 1A to this agreement. Employees in reserve status will thereafter be governed by the conditions set forth in Attachment 1A.

An employee exercising seniority placement to the reserve board will be compensated at 75% of the basic five (5) day yard helper rate.

### Section 4.

Except as provided in Section 12 of this Article, no other payments shall be made to or on behalf of an employee in reserve status except for payment of premiums under applicable health and welfare plans. (This will not preclude an employee on the reserve board from receiving payments on time claims. Time claim payments due, if any, will be paid in addition to the pay for reserve status.) No deductions from pay should be made on behalf of an employee in reserve status except for deductions of income, employment, or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law, deductions of dues pursuant to an applicable union shop agreement, and any other deductions legally required or authorized by agreement. Employees in reserve status shall be eligible for the Carrier’s Tuition Refund Program on the same terms as employees in active service.

### Section 5.

- (a) Employees in reserve status must hold themselves available for return to active service upon fifteen (15) days of notice. Reserve status pay will continue until the date the employee is directed to report for service. Date of notification will be the date the notice is received or first attempted delivery of certified mail (return receipt requested) notice to the last address on record with the Carrier’s local officers, whichever date is earliest.
- (b) Employees responding to a written recall containing a request for the employee to mark up for service as soon as possible and marking up “immediately” thereafter (on date the recall letter is received or first attempted delivery)

will have their reserve board pay continued for seven (7) days from the date the recall letter is received or first attempted delivery.

Employees responding to a telephone recall and marking up "immediately" thereafter (within four (4) hours of the telephone call) will have their reserve board pay continued for ten (10) days from the date of the telephone recall.

These payments will be in addition to any compensation earned for service performed during the seven (7) or ten (10) day period.

**NOTE:** These provisions do not apply where the Carrier does not need an employee to report for service immediately. For example, the Carrier gives written notice to an employee 15 days prior to the date that he is recalled to active service. The employee's reserve board pay would continue until the date the employee is directed to report.

- (c) Employees will be recalled to active service according to the provisions of Attachment 1 to this Agreement; provided, however, that once reserve status under this Article is open to seniority selection under Section 3 of this Article, employees will be recalled to active service according to the provisions of Attachment I-A to this Agreement.

## Section 6.

- (a) Employees in reserve status will be subject to the same physical examination, rules and promotion requirements as employees who are in active service.
- (b) Failure to comply with any of these requirements which would result in the forfeiture of seniority for employees in active service will result in the same forfeiture, including all benefits under this Agreement, for employees in reserve status. Failure to comply with any of these requirements which does not result in forfeiture of seniority will result in forfeiture of entitlement to reserve board pay under this Article. Employees assigned to reserve boards will be given 30 days written notice by certified mail (return receipt requested) to report for physical, rules or promotion examination.

## Section 7.

Other employment while in reserve status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.

## Section 8.

- (a) Reserve status payments will be considered as compensable service in determining the compensation due for vacation. Vacation pay received while in reserve status will offset pay received under this Article (1 week vacation will offset 5 days reserve board pay). Time spent in reserve status will count in determining whether the employee is eligible for vacation in the succeeding year as well as in determining the length of vacation to which an employee, otherwise eligible, is entitled.
- (b) Employees who qualify for vacation based upon actual service (excluding reserve board time) will be assigned vacations. Employees in reserve status who have been scheduled for vacation at the time vacations were assigned will be paid therefor as assigned. Employees in reserve board status who are eligible for vacation pay based upon reserve board time but have not been assigned a vacation period will be paid one week of vacation for each week of reserve status until they have been paid for their vacation eligibility. Employees who were not assigned vacations and do not receive pay for all of their vacation eligibility while in reserve status will be allowed vacation, subject to the needs of service. If they are not allowed vacation, they will be paid in lieu thereof.
- (c) Reserve board employees will be entitled to all lump sum payments which may be due as a result of this Agreement. Employees in reserve status who would have been subject to entry rates in active service will have the "weighted average entry rate" provided for in Article II, Section 7 of the Implementing Document dated November 1, 1991 applied to any lump sums payable under that document in the same manner it would have been applied had the employees remained in active service.

## Section 9.

Employees in reserve status are not eligible for Holiday pay, Bereavement Leave or Jury Duty pay.

## Section 10.

Employees in reserve status are covered by Health and Welfare plans, Union Shop, Dues Check-off, Discipline Rules and the Grievance Procedures that are applicable to employees in active service.

## Section 11.

Reserve board employees will be permitted to make application for emergency work and pay for compensated service (including pay for emergency engine service) will be made in addition to reserve board pay, and without reduction thereof. Monthly employee protective benefits will not be offset by emergency earnings of reserve board employees under these conditions. Those desiring emergency work must make application to the appropriate Carrier officer, after which they will be placed upon a list with other employees requesting emergency work. When emergency work arises, the Carrier will call employees from this list and once used, an employee's name will be placed at the bottom of the list until all others have been called and given an opportunity to work. When contacted for emergency work, if the employee refuses the service, the employee's name will be removed from the list, and he will not be entitled to request that his name be added to the list for thirty (30) days.

## 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 © 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 brakeman'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 ½ 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 11<sup>th</sup> 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.

## ARTICLE V

### VOLUNTEER SURPLUS STATUS

#### Section 1.

To be eligible for volunteer surplus status under the terms of this Article, an employee must have rendered prior compensated train or yard service under the collective bargaining agreements between the parties hereto and retain an employment relationship on the effective date of this Agreement.

## Section 2.

On each subdivided seniority district where the Carrier determines that it will have surplus trainmen/yardmen due to the implementation of the provisions of this Agreement, the Carrier will offer the opportunity for employees in active service as trainmen or yardmen on that subdivided seniority district to select volunteer surplus status. Employees making application for volunteer surplus status will be assigned in order of their relative seniority.

## Section 3.

Employees applying for and assigned to volunteer surplus status must remain in that status until they are recalled to active service according to the terms of this Agreement or they retire, resign, die or are dismissed from service for cause. Employees in volunteer surplus status on a subdivided seniority district will not be recalled to active service until all employees in reserve status on the subdivided seniority district under Article II of this Agreement have been recalled to active service. Employees assigned to volunteer surplus status will be recalled to active service according to the provisions of Attachments 1 or I-A to this Agreement.

## Section 4.

- (a) Employees applying for and assigned to volunteer surplus status will be paid according to the provisions set forth below. The amount of compensation the employee will receive for each payroll period will be determined as set forth below in paragraph (b).
- (b) The amount of \$60,000 will be allocated for payroll payments. The employee will select a number of payroll periods, from 36 to 96, in which to receive equal payments, and the \$60,000 will be divided by the number of payroll periods selected by the employee to arrive at the gross amount of pay for each payroll period.
- (c) Once an employee selects a payment option, that selection is irrevocable, and the employee may not change that selection. The employee will be paid according to the payment option selected once assigned to volunteer surplus status. However, at any time while the employee remains in volunteer surplus status, the employee may resign from service and receive the difference between \$60,000 and the gross amount of the total payments made under this Article up to the time that the employee resigns.
- (d) Payments will continue for the consecutive payroll periods indicated in the payment option selected, or until the employee is recalled to active service, retires, resigns, dies or is dismissed from service for cause, whichever occurs first. If an employee has not been recalled to active service before the end of the consecutive payroll periods indicated in the payment option selected, the payments under this Article will cease, and the employee will remain in volunteer surplus status until recalled to active service or he retires, resigns, dies or is dismissed from service for cause. As provided in the other provisions of this Agreement, employees applying for and assigned to volunteer surplus status on the subdivided seniority district will stand for recall after all employees in reserve status on that subdivided seniority district have been recalled to active service. If an employee's entitlement to pay under this Article terminates during a payroll period, pay for that payroll period will be prorated based upon the number of days in that period the employee was eligible for pay divided by the number of calendar days in that payroll period.

## Section 5.

Employees applying for and assigned to volunteer surplus status are covered by Health and Welfare plans, Union Shop, and Dues Check-off as long as they are receiving pay under this Article.

## Section 6.

No other payments shall be made to or on behalf of an employee in volunteer surplus status except for payment of premiums under applicable health and welfare plans. (This will not preclude an employee in volunteer surplus status from receiving payments on time claims. Time claim payments due, if any, will be paid in addition to the pay for volunteer surplus status.) No deductions from pay should be made on behalf of an employee in volunteer surplus status except for deductions of income, employment, or payroll taxes (including railroad retirement taxes) pursuant to Federal, state or local law, deductions of dues pursuant to an applicable union shop agreement and any other deductions legally required or authorized by agreement. Employees in volunteer surplus status shall be eligible for the Carrier's Tuition Refund Program on the same terms as employees in active service.

## Section 7.

- (a) Employees in volunteer surplus status must hold themselves available for return to active service upon thirty (30) days of notice. Volunteer surplus status pay will continue, until the date the employee is directed to report for service. Date of notification will be the date the notice is received or first attempted delivery of certified mail (return receipt requested) notice to the last address on record with the Carrier's local officers, whichever date is earliest.
- (b) Employees responding to a written recall and marking up "immediately" thereafter (on date the recall letter is received or first attempted delivery) will have their volunteer surplus status pay continued, if it has not expired under the provisions of Section 4 of this Article, for seven (7) days from the date the recall letter is received or first attempted delivery.

Employees responding to a telephone recall and marking up "immediately" thereafter (within four (4) hours of the telephone call) will have their volunteer surplus status pay continued, if it has not expired under the provisions of Section 4 of this Article, for ten (10) days from the date of the telephone recall.

These payments will be in addition to any compensation earned for service performed during the seven (7) or ten (10) day period.

**NOTE:** These provisions do not apply where the Carrier does not need an employee to report for service immediately. For example, where the Carrier gives written notice to an employee 30 days prior to the date that he is recalled to active service. The employee's volunteer surplus status pay would continue until the date the employee is directed to report.

- (c) Employees will be recalled to active service according to the provisions of Attachment I to this Agreement; provided, however, that once reserve status under Article II of this Agreement is open to seniority selection under Section 2 (b) of that Article, employees will be recalled to active service according to the provisions of Attachment I-A to this Agreement.

## Section 8.

- (a) Employees in volunteer surplus status will be subject to the same physical examination, rules and promotion requirements as employees who are on approved leaves of absence.
- (b) Failure to comply with any of these requirements which would result in the forfeiture of seniority for employees in active service will result in the same forfeiture, including all benefits under this Agreement, for employees in volunteer surplus status. Failure to comply with any of these requirements which does not result in forfeiture of seniority will result in forfeiture of entitlement to volunteer surplus status pay and Health and Welfare coverage under this Article.

## Section 9.

Other employment while in volunteer surplus status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.

## Section 10.

Employees in volunteer surplus status are not eligible for Vacation pay, Holiday pay, Bereavement Leave or Jury Duty pay.

## Section 11.

Employees applying for and assigned to volunteer surplus status will be treated as being on a voluntary leave of absence for purposes of determining entitlement to benefits under any existing job security or other protective conditions or arrangement. Therefore, an employee applying for and assigned to volunteer surplus status will, upon responding to recall and returning to active service, be subject at that time to any remaining rights, benefits or obligations under any such existing job security or other protective conditions or arrangement.

# ARTICLE VI

## VOLUNTARY SEPARATION

### Section 1.



To expedite attrition, the Carrier may offer the opportunity for voluntary early separation. Except as provided by Section 2 of this Article, the Carrier shall determine the number, conditions and timing of any offers made.

## Section 2.

- (a) Voluntary separation offers made pursuant to this Article will be offered in seniority order on a seniority district.
- (b) The amount of the first separation offer made by the Carrier on a seniority district under this Article will be as follows:
  - (i) For employees who are protected employees under the terms of the Crew Consist agreement effective 12/5/80, the gross amount of the severance offer will be not less than \$80,000.
  - (ii) For all other employees, the gross amount of the severance offer will be equal to the employee's gross earnings in the calendar year 1992, but not more than \$60,000 nor less than \$30,000.
- (c) The amount of subsequent separation offers made by the Carrier, if any, will be as follows:
  - (i) For employees who are protected employees under the terms of the Crew Consist agreement effective 12/5/80, the gross amount of the severance offer will be not less than \$60,000.
  - (ii) For all other employees, the gross amount of the severance offer will be not less than an amount equal to the employee's gross earnings in the calendar year 1992, but not more than \$60,000. All earnings from an employee's Burlington Northern W-2 Forms for actual service rendered in train and yard service will be included in the employee's 1992 earnings in computing the amount of the minimum payment under this paragraph.

## Section 3.

Elected General Grievance Committee officers of the UTU (C,T&Y) who have seniority on one of the Seniority Districts 1-5 may apply for separations offered by the Carrier under this Article.

## Section 4.

This Article does not apply to any separation offers the Carrier may make for the purpose of reducing guarantee payments under labor protective arrangements, whether pursuant to a collective bargaining agreement or imposed by the ICC, or for any other purpose not related to this Agreement.

# ARTICLE VII

## VOLUNTARY SEPARATION AND VOLUNTEER SURPLUS STATUS (IMPLEMENTATION)

### Section 1.

- (a) The carrier will solicit applications for voluntary separations and volunteer surplus status promptly following the effective date of this agreement. Applications for voluntary separations will be accepted before accepting applications for volunteer surplus status.
- (b) Applications for voluntary separations will be accepted in seniority order on each seniority district.
- (c) Applications for volunteer surplus status will be accepted in seniority order on a subdivided seniority district if there are surplus trainmen/yardmen on the subdivided seniority district.

### Section 2.

Positions that may be reduced according to the provisions of Article I of this Agreement will not be reduced until the period for applying for voluntary separation and volunteer surplus status has closed. Thereafter, the Carrier may reduce those positions and the applications for voluntary separations and volunteer surplus status will be processed. Employees who are unable to hold assignments may revert to reserve board status according to the provisions of this Agreement.

### Section 3.

In order to assure an orderly implementation of this Agreement, all employees in active service as trainmen/yardmen on the effective date of this Agreement (excluding those who elect voluntary separation) will remain in active service, or will be assigned to volunteer surplus status or reserve status, during the initial implementation of this agreement (and extending for a period of six (6) months following the effective date of this Agreement).

## ARTICLE VIII

### PRODUCTIVITY FUND

#### Section 1.

On the effective date of this Agreement, the Carrier will cease making productivity payments to the productivity funds established under the Crew Consist Agreement effective 12/5/80, and the monies accumulated in those funds shall be distributed to eligible employees in the same manner as a normal distribution would be made.

#### Section 2.

The following provisions will thereafter be substituted for Article 17 of the Crew Consist Agreement effective 12/5/80. The existing particular road and yard seniority district productivity accounts will be retained, and the year for applying the provisions to all accounts will be November 1 through October 31.

- (a) For each tour of duty or road freight service trip that a crew is operated with a Conductor-only or one (1) Conductor/Foreman and one (1) Brakeman/Helper, the Carrier will credit the Employees' Productivity Account with an amount of \$48.25. The \$48.25 amount 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 UTU General Chairmen and the Carrier. At the end of each year, each protected employee performing service in that particular seniority district will be paid a Productivity Allowance based upon the total amount credited to the Employees' Productivity Account for that year and his number of yard tours of duty and/or road freight trips performed in that district during the 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 Productivity Allowance amount.

*EXAMPLE*

Amount credited to Account at the end of year	\$482,500.00
Number of protected employees	200
Total number of road freight service	
trips and yard tours of duty by protected employees only	52,000

\$482,500.00 divided by 52,000 = \$9.28 per share

Each protected employee receives \$9.28 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 employee's Productivity Allowance cannot exceed 1/3 of his total compensation for that year.

*EXAMPLE*

The protected employee earns \$27,000 for service performed. His Productivity Allowance payment could not exceed \$9,000 (1/3 of \$27,000).

- (d) Productivity Allowance payments made to employees shall not be included in computing vacation pay.
- (e) When a protected employee receives Productivity Allowances based upon more than one Employee Productivity Account, the amounts paid based upon each account will be combined and the total amount paid cannot exceed 1/3 of his total compensation for that year.
- (f) When computing 1/3 of a protected employee's total compensation in any year, Productivity Allowance payments will not be included in the computation.
- (g) Productivity Allowance payments and the Special Allowance payments made for working on a reduced crew shall not be used in the computation of any monetary guarantees. The Special Allowance will be utilized in computing such things as loss of earnings and in "make whole" computations.

Monies paid under the provisions of the Crew Consist Agreement effective 12/5/80 pertaining to special allowance and productivity payments will not be counted as earnings in calculating make up pay due under 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 the provisions of the Crew Consist Agreement effective 12/5/80 pertaining to special allowance and productivity payments.

- (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 Productivity Allowance. The Secretaries of the respective UTU Locals will furnish the Carrier's Director Disbursements Accounting the information necessary to properly credit those individuals for the number of tours of duty or trips lost on local union work and the General Chairman will furnish this information when the time was lost on General Committee work.

**Section 3.**

Road freight service trips and yard tours of duty credited to each Protected Employee shall be shown on his detail of earnings. Any dispute as to the number of trips or tours of duty credited must be appealed by or on behalf of the employee to the Company's Director of Disbursement Accounting within sixty (60) days of the date the detail of earnings are distributed. If no appeals are received, the count of trips or tours shown on the detail of earnings will be binding. The Company shall advise the employees of the disposition of their appeals within sixty (60) days of the date submitted. If the dispute is not resolved, it will be barred unless appealed by the General Chairmen to the Assistant Vice President-Labor Relations within sixty (60) days thereafter.

**Section 4.**

The UTU may, at its discretion, arrange for an audit of the productivity accounts before distributions of the funds are made. The Carrier will cooperate with the auditor selected by the UTU during the audit of the fund by providing access to payroll records necessary to complete the audit. The fees charged by the auditor selected by the UTU, and any related

expenses in connections with the audit, will be paid from the funds before the fund is distributed, and the distributions will be reduced accordingly by the amount. The UTU will give the Carrier written authorization to make the payments to the auditor and for related expenses, and the Carrier will make those payments, and the related reductions in the funds to be distributed, before the funds are distributed.

## **ARTICLE IX**

### **SPECIAL ALLOWANCE**

The Special Allowance contained in Article 16 of the December 5, 1980 Crew Consist Agreement (now \$8.11, based upon the 3% GWI effective 7/1/91 applied under the recommendations of PEB 219) is revised to provide that:

- (a) Beginning on the effective date of this agreement, all road freight train and yard service employees working an assignment with a crew consisting of less than a conductor (foreman) and two brakemen (helpers) shall be paid an additional Special Allowance of \$15.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew.
- (b) Beginning on the effective date of this agreement, all road freight train employees working an assignment with a conductor only crew, shall be paid an additional Special Allowance of \$20.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a conductor only crew.
- (c) The \$15.00 and \$20.00 Special Allowances are subject to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this agreement.

## **ARTICLE X**

### **UTILITY YARDMEN**

#### **Section 1.**

Utility Yardman is a single position assignment working within switching limits compensated at the yard foreman rate of pay.

#### **Section 2.**

The duties of the Utility Yardman may include:

- (a) Couple air hoses, bleed air, and set or release handbrakes.
- (b) Perform air tests.
- (c) Line switches for yard transfer and train movements and for movement of engines between trains, roundhouse, ready track or any other location.
- (d) Perform flagman duties.
- (e) Assist a yard crew or a road crew operating within switching limits. Once assigned to assist a crew, the Utility Yardman may not assist any other crew until the movement he is assigned to assist is completed.
- (f) Fill a vacated position on a yard crew in the event a member of a yard crew of a foreman and one helper fails to report for duty or discontinues duty before the completion of that assignment. If a replacement for the vacated position is available from the normal source of supply, the Utility Yardman may not be required to fill the vacated position for more than two (2) hours. In the event no yardman is available (including those who may be available at the punitive rate) the Utility Yardman may be required to complete the shift.

#### **Section 3.**

If a Utility Yardman is required to assist one or more yard or road crews (other than simply lining switches for inbound/outbound trains or yard transfer movements) pursuant to paragraph 2 (e) above, or to fill a vacated position on a yard crew pursuant to paragraph 2 (f) above, he will be paid the special allowance provided in paragraph (b) of Article IX of this Agreement for that tour of duty.

#### Section 4.

A portable radio will be furnished the Utility Yardman. The conditions and specifications for the use of a portable radio will be governed by Article 14 of the December 5, 1980 Crew Consist Agreement.

### **ARTICLE XI**

#### ARTICLE XII OF THE OCTOBER 31, 1985 NATIONAL AGREEMENT

##### **(APPLICATION)**

Article XII of the October 31, 1985 National Agreement will only apply to employees who establish seniority in train/yard service after the effective date of this Agreement.

### **ARTICLE XII**

#### APPLICATION OF RECOMMENDATIONS OF PEB 219

**Section 1.** Document "A" of the "Implementing Documents" dated November 1, 1991 is applicable to all employees of the Carrier who are represented by the United Transportation Union and who are working in train or yard service.

**Section 2.** On the effective date of this Agreement, all provisions of Document "A" of the "Implementing Documents" dated November 1, 1991 which have not already been implemented system-wide on the Carrier's system will be implemented. (The Carrier will make every effort to pay, as soon as possible after the effective date of this Agreement, any lump sum payments provided for in Document "A" that were payable prior to the effective date of this Agreement and that have not already been paid by the Carrier.)

**Section 3.** Any claims involving the applicability of Document "A" of the "Implementing Documents" dated November 1, 1991 arising between July 29, 1991 and the effective date of this Agreement will be resolved on the basis that Document "A" of the "Implementing Documents" dated November 1, 1991 was effective July 29, 1991 system-wide on the Carrier's system.

### **ARTICLE XIII**

#### SIGNING BONUS

##### **Section 1.**

Upon notification that this Agreement has been formally ratified, each employee who has rendered prior compensated train or yard service under the collective bargaining agreements between the parties hereto and is in active service on the effective date of this Agreement, will receive a one time lump sum payment in the gross amount of \$5,000.00, within thirty days of the date the Agreement becomes effective.

##### **Section 2.**

Employees who have rendered prior compensated train or yard service under the collective bargaining agreements between the parties hereto but do not qualify under Section 1 because they are on an approved leave of absence,

furloughed or are out of service for discipline reasons, will, upon returning to active service as trainmen/yardmen or being assigned to a reserve board, be entitled to receive the payment provided under the terms of this Article upon completing sixty (60) days in active service as a trainman/yardman or in reserve board status, or a combination thereof.

### Section 3.

Employees, who retain trainman/yardman seniority and may be working in other crafts for this Carrier, will be entitled to receive the "payment" upon completing sixty (60) days in active service as a trainman/yardman or in reserve board status, or a combination thereof.

Signed at St. Paul, Minnesota this 20<sup>th</sup> day of May, 1993.

FOR :

BURLINGTON NORTHERN RAILROAD

FOR :

UNITED TRANSPORTATION UNION

/s/ James B. Dagnon

/s/ D.B. Snyder Jr.

/s/ Joseph C. Hilly

/s/ R.L. Marceau

/s/ R.E Cassity

/s/ Daniel J. Kozak

/s/ J.D. Fitzgerald

/s/ G.L. Shire

/s/ M.M. Winter

APPROVED

/s/ Lloyd W. Swert

## ATTACHMENT 1

### RESERVE BOARDS

The provisions of this Attachment apply until 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 employees who are otherwise eligible for reserve status and are unable to hold assignments in active service due to the changes in Crew Consist set forth in Article 1 of this Agreement.

#### Section 2.

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.

#### Section 3.

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:

- (a) The senior employee in reserve status on that subdivided seniority district.
- (b) If additional employees are needed on a subdivided seniority district where there is no reserve board, then the junior employee in volunteer surplus status under Article V of this Agreement from that subdivided seniority district will be recalled to active service.
- (c) 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.
- (d) If there is no employee on that reserve board 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.
- (e) 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 .



## ATTACHMENT 1A

### 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 29 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 30 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 2

### RESERVE BOARD PAY

#### Section 1.

The "equivalent daily rate" based upon the five (5) day yard rate will be 75% of the basic daily rate for a five (5) day yard helper. This amount will be subject to general wage increases .

#### Section 2.

The "equivalent daily rate" based upon an employee's earnings during the twelve full calendar month period immediately preceding the effective date of this agreement will be calculated as follows:

**The employee's earnings for the twelve full calendar month period will be divided by fifty-two (52) to arrive at a weekly rate. The weekly rate will be divided by five ( 5) to arrive at a daily rate. The daily rate will be multiplied by 75% to arrive at the "equivalent daily rate."**

All earnings for actual service rendered in train or yard service during the twelve month period will be included in the employee's earnings in computing the "equivalent daily rate" under this paragraph 2. This amount will not be subject to general wage increases.

#### Section 3.

Employees who were absent from available service for extended periods of time during any month in the twelve (12) month period will have the earnings for that month excluded from the period, and the period will be extended back an additional month to obtain another month's earnings. Any employee who feels that an adjustment should be made, must request the adjustment within sixty (60) days of the date upon which the employee first reverts to reserve status. Thereafter, the Carrier will review the request, and if an adjustment is justified, it will be made and the employees reserve pay will be adjusted back to the first day of reserve status. Should the adjustment request be rejected, the employee's claim may be pursued as provided by the prevailing schedule agreement.

#### Section 4.

Employees who were on approved leaves of absence, or who are out of service for discipline reasons, during the entire twelve (12) month period immediately preceding the effective date of this Agreement will have their "equivalent daily rate" under item 2 above calculated by taking the average of the employees immediately senior and immediately junior to them working in the same class of service.

#### Section 5.

Time lost by an employee for union business will be included in computing an employee's earnings in the twelve (12) month period. The UTU will provide the Carrier the necessary information to determine an employee's time lost for union business during the twelve (12) month period.

## **ATTACHMENT 3**

### **MILEAGE REGULATION - POOL SERVICE**

#### **Section 1.**

The intent of this attachment is to provide guidelines for adjusting the maximum limits of existing mileage regulation agreement provisions to offset the mileage miles lost per trip due to the increase in the miles in a basic day over 100. This adjustment will be made on a local basis upon the request by the appropriate UTU local chairman to the appropriate local officer.

#### **Section 2.**

The increase in the mileage maximum will be in proportion to the decrease in the mileage miles earned in the normal terminal-to-terminal trip by a crew in the particular pool compared to the line miles of such normal terminal-to-terminal trip. Following is an illustrative example.

#### *EXAMPLE*

For pool "X", the existing mileage regulation provisions provide that the pool be regulated to provide average mileage in the range of 3200 to 3800 miles, so that the maximum limit is 3800 miles.

The pool protects service between points "A" and "B", and these points are 200 rail miles apart. Based upon a 3800 mile maximum, and a 200 mile trip, a crew in the pool would have averaged 19 trips per month if it was regulated at the maximum limit.

The lost mileage miles per trip due to the increase in the miles in a basic day over 100 when the miles in a basic day are 114 would be 14 mileage miles per trip. The lost mileage miles per month would be 266 (14 lost mileage miles per trip x 19 trips per month).

Under this Attachment, the maximum mileage regulation limit would be increased by 266 miles, from 3800 miles to 4066.

#### **Section 3.**

The increase in the mileage maximums pursuant to the principles set forth in this Attachment is only intended to adjust the mileage regulation ranges, and does not affect the other procedures in the mileage regulation provisions.

#### **Section 4.**

Existing "start tables" will be adjusted according to the principles above.

## 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.

**SIDE LETTER #1 ADDRESSED TO L. W. SWERT**

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

As we discussed, the guaranteed extra board provisions in the agreement contemplate rotating extra boards. Presently there are seniority yard extra boards at various points of the Carrier's system.

We agreed that local union committees could elect to retain the seniority yard extra boards. If they elect to do so, then the provisions of Article III of the Crew Consist Agreement signed this date will not apply to such yard extra boards. However, the Carrier will endeavor as near as practicable to adjust such yard extra boards so that employees assigned thereto will have ten days of available work per pay period on the average. It is understood that this is not intended to be, and will not be considered a guarantee.

If the local union committee does not elect to retain existing seniority yard extra boards, then Article III of the Crew Consist Agreement signed this date will apply. In applying it to a daily mark-up yard, vacancies will first be filled by regular yardmen who are not marked up on regular assignments when the board is marked. Thereafter, vacancies and extra work will be filled by extra board employees assigned to the yard guaranteed extra board on a first in, first out basis.

If the above correctly reflects our understanding, please sign this letter in the space provided below.

Sincerely,

AGREED:

/s/ James B. Dagnon  
JAMES B. DAGNON  
/s/ D.B. Snyder Jr.  
/s/ G.L. Marceau  
/s/ M.M. Winter  
/s/ J.D. Fitzgerald

*APPROVED:*

/s/ Lloyd W. Swert



SIDE LETTER #2 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

During negotiations leading to that Agreement, we discussed the application of the Crew Consist Agreement effective 12/5/80 and the Agreement signed this date to employees working in yard service subject to the Schedule Agreement between the former SUNA and the former GN. We agreed that the Crew Consist Agreement effective 12/5/80 and the Agreement signed this date would be applied to those employees in the same manner that they would have applied if the Crew Consist Agreement effective 12/5/80 had applied at the outset (on 12/5/80) to the Schedule Agreement between the former SUNA and the former GN.

Therefore, for example, employees with seniority dates on or before 12/5/80 will, when working in yard service subject to the Schedule Agreement between the former SUNA and the former GN, participate in the productivity payments provided in the Crew Consist Agreement effective 12/5/80, as amended by the Agreement signed this date.

If this correctly reflects our understanding, please sign this letter in the space provided below.

Sincerely,

AGREED:

/s/ James B. Dagnon  
JAMES B. DAGNON

/s/ D.B. Snyder Jr.

/s/ G.L. Marceau

/s/ M.M. Winter

/s/ J.D. Fitzgerald

*APPROVED:*

/s/ Lloyd W. Swert

SIDE LETTER #3 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

During our discussions, you were advised that the Carrier intends to offer separations pursuant to Article VI of that Agreement to expedite attrition of surplus trainmen. We discussed the fact that normally elected General Grievance Committee officers of the UTU (C,T&Y) who hold seniority on a BN train service seniority roster are replaced by employees from the trainmen's ranks when they retire or resign from their full-time positions with the UTU. Therefore, if we extend the separation offer to such elected General Grievance Committee officers of the UTU (C,T&Y) who hold seniority on a BN train service seniority roster on-one of the Seniority Districts 1-5, the acceptance of such an offer would be likely to cause the elimination of a surplus trainmen, consistent with the Carrier's overall objective in this regard.

Therefore, based upon the above, we agreed to extend the eligibility for the initial offer of separations under the Agreement signed this date to elected General Grievance Committee officers of the UTU (C,T&Y) who hold seniority on a BN train service seniority roster.

Sincerely,

AGREED:

/s/ James B. Dagnon  
JAMES B. DAGNON  
/s/ D.B. Snyder Jr.  
/s/ G.L. Marceau  
/s/ M.M. Winter  
/s/ J.D. Fitzgerald

*APPROVED:*

/s/ Lloyd W. Swert

SIDE LETTER #4 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

This will serve to confirm that I agreed that a ground service employee removed from his assignment to protect "emergency" engine service will be entitled to receive no less compensation than would have been earned had the employee remained on his regular assignment.

Sincerely,

AGREED:

/s/ James B. Dagnon  
JAMES B. DAGNON  
/s/ D.B. Snyder Jr.  
/s/ G.L. Marceau  
/s/ M.M. Winter  
/s/ J.D. Fitzgerald

*APPROVED:*

/s/ Lloyd W. Swert

SIDE LETTER #5 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

This refers to the Agreement signed this date, and particularly your concern that it does not adequately provide for the continuation of the moratorium in the Crew Consist Agreement effective 12/5/80.

This is to advise you that inasmuch as the Agreement signed this date purported only to change certain elements of the Crew Consist Agreement, and did not purport to change the terms of the moratorium, the terms of the moratorium remain in effect, except to the extent certain elements covered by the moratorium are modified by the terms of the Agreement signed this date.

Sincerely,

AGREED:

/s/ James B. Dagnon  
JAMES B. DAGNON  
/s/ D.B. Snyder Jr.  
/s/ G.L. Marceau  
/s/ M.M. Winter  
/s/ J.D. Fitzgerald

*APPROVED:*

/s/ Lloyd W. Swert

SIDE LETTER #6 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

We discussed the possibility that the Carrier would establish interdivisional service through a home terminal during a period while employees were in reserve status or voluntary surplus status at that location. I advised you that, in such circumstance, those employees assigned to the reserve status or volunteer surplus status at the location of the terminal that was run through would be entitled to the moving benefits associated with the establishment of interdivisional service, (Article XIII of the UTU 1/27/72 National Agreement) including comparable housing-allowances if appropriate, if they are recalled to service at another terminal on the seniority district.

I further advised that, employees who were in reserve status or voluntary surplus status at the location of a terminal that was affected under the situations contemplated in Article II, Section 1, (d) of the Agreement would be entitled to such benefits when they are recalled to service at another terminal on the seniority district.

Sincerely,

AGREED:

/s/ James B. Dagnon  
JAMES B. DAGNON  
/s/ D.B. Snyder Jr.  
/s/ G.L. Marceau  
/s/ M.M. Winter  
/s/ J.D. Fitzgerald

*APPROVED:*

/s/ Lloyd W. Swert

SIDE LETTER #7 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist.

During those discussions, we explored the possibility of establishing a formal conductor/foreman training program. We agreed to continue to explore this subject in an effort to agree upon the establishment of such a program.

Sincerely,

AGREED:

/s/ James B. Dagnon  
JAMES B. DAGNON  
/s/ D.B. Snyder Jr.  
/s/ G.L. Marceau  
/s/ M.M. Winter  
/s/ J.D. Fitzgerald

*APPROVED:*

/s/ Lloyd W. Swert

SIDE LETTER #8 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

This refers to the Agreement signed this date concerning Crew Consist, and particularly Article XII Of that Agreement dealing with the application of the recommendations of PEB 219.

Article V of Document "A" of the "Implementing Documents" dated November 1, 1991 provides that all trainmen must accept promotion to conductor when offered by the Carrier. You expressed concern for employees who established train service seniority prior to November 1, 1985. In our discussions, you requested that BN agree not to require such employees to accept promotion to conductor as long as they are not needed to fulfill the Carrier's conductor needs.

This is to advise you that BN Will agree that the Carrier will not require employees who established train service seniority prior to November 1, 1985 to accept promotion to conductor so long as there are sufficient promoted employees With seniority in train service on or before the effective date of the Agreement to meet the Carrier's needs.

If there are not sufficient promoted employees with seniority in train service on or before the effective date of the Agreement to meet the Carrier's needs, employees who established train service seniority prior to November 1, 1985 will be required to accept promotion to conductor in reverse seniority order on the subdivided seniority district where additional conductors are needed. If the employee is unable to qualify as a conductor, he will then be subject to the provisions set forth in the third and fourth paragraphs of Side Letter #9 attached to Document "A" of the "Implementing Documents" dated November 1, 1991.

Please indicate your agreement by signing your name in the space provided below.

Sincerely,

AGREED:

/s/ James B. Dagnon  
JAMES B. DAGNON  
/s/ D.B. Snyder Jr.  
  
/s/ G.L. Marceau  
  
/s/ M.M. Winter  
  
/s/ J.D. Fitzgerald

**APPROVED:**

/s/ Lloyd W. Swert

SIDE LETTER #9 ADDRESSED TO L. W. SWERT

Dear Mr. Swert:

Burlington Northern is involved in a total overhaul and centralization of its Crew Calling system.

We invite the United Transportation Union to designate an individual to participate with the task force responsible for the development of the new crew calling operation, to share UTU input into development of the best possible crew calling operation.

In the new crew calling center, Burlington Northern will install equipment to determine the number of calls abandoned, the number of rings before a call is answered and the number of times an incoming call received a busy signal. BN will also install equipment capable of recording all telephone conversations between train service employees and crew callers. It will retain such recorded conversations for 90 days.

Burlington Northern will discuss with the UTU the issue of access to crew calling information when we have a better idea of exactly what the capabilities of the new crew calling center will be. In the interim, the UTU representative participating with the task force in the development of the new crew calling system can give the task force his input on the issue of UTU access to the information.

When the crew calling center is fully operational BN and the UTU will make arrangements to meet for the purpose of agreeing on proper, standardized calling procedures and access to crew calling information (including electronic access by duly authorized UTU representatives).

In the interim, the Carrier will make every effort to continue furnishing information presently furnished the Local Chairmen and/or General Chairmen.

Sincerely,

AGREED:

/s/ James B. Dagnon  
JAMES B. DAGNON  
/s/ D.B. Snyder Jr.  
/s/ G.L. Marceau  
/s/ M.M. Winter  
/s/ J.D. Fitzgerald

*APPROVED:*

/s/ Lloyd W. Swert



MEMORANDUM OF AGREEMENT

**BETWEEN**

***BURLINGTON NORTHERN RAILROAD***

**AND THE**

***UNITED TRANSPORTATION UNION***

**ARTICLE I - MANNING AGREEMENT**

**Section 1.** The provisions of Article I, Section 3 of the Manning Agreement dated July 19, 1972 dealing with quarterly and yearly calculations in connection with determinations for fireman needs are eliminated.

**Section 2.** The provisions of Article III, Section 5 of the Manning Agreement dated July 19, 1972 dealing with decline in business calculations are eliminated.

**Section 3.** Any firemen (helpers) whose seniority as such was established prior to November 1, 1985 who are furloughed under the provisions of Article III, Section 5 of the Manning Agreement dated July 19, 1972 on the effective date of this Agreement will be recalled to active service.

**ARTICLE II - HOSTLERS**

**Section 1.** On the effective date of this Agreement, all hostler rates of pay are eliminated, and employees working as hostlers will be paid at the 5-day yard foreman rate of pay.

**Section 2.** A hostler whose seniority as such was established prior to November 1, 1985 will not be used to fill a temporary vacancy on a hostler position if there is a qualified yard service employee available to fill the vacancy at the straight time rate.

**ARTICLE III- TRAINING AGREEMENT**

**Section 1.** On the effective date of this Agreement, the minimum pay per calendar week for employees entering the engineer training program (Article VI, paragraph A of the Training Agreement dated July 19, 1972) will be \$612.00 per calendar week (a prorated daily rate of \$ 102.00).

**Section 2.** The entry rate provisions of the National Agreements will apply to this rate for employees who establish seniority in train service on or after the effective date of this agreement.

**ARTICLE IV - APPLICATION OF RECOMMENDATIONS OF PEB 219**

**Section 1.** Document "A" of the "Implementing Documents" dated November 1, 1991 is applicable to all employees of the Carrier who are represented by the United Transportation Union and who are working in engine service.

**Section 2.** On the effective date of this Agreement, all provisions of Document "A" of the "Implementing Documents" dated November 1, 1991 which have not already been implemented system wide on the Carrier's system will be implemented. (The carrier will make every effort to pay, as soon as possible after the effective date of this Agreement, any lump sum payments provided for in Document "A" that were payable prior to the effective date of this Agreement and that have not already been paid by the Carrier.)

**Section 3.** Any claims involving the applicability of Document "A" of the "Implementing Documents" dated November 1, 1991 arising between July 29, 1991 and the effective date of the Agreement will be resolved on the basis that Document "A" of the "Implementing Documents" dated November 1, 1991 was effective July 29, 1991 system-wide on the Carrier's system.

Signed at St. Paul, Minnesota this 20<sup>th</sup> day of May, 1993.

FOR:  
BURLINGTON NORTHERN RAILROAD

FOR:  
UNITED TRANSPORTATION UNION

Sincerely,

AGREED:

/s/ James B. Dagnon

/S/ G.L. Hubbell

/s/ Joseph C. Hilly

/s/ G.L. Marceau

/s/ R.E. Cassity

/s/ Daniel J. Kozak

/s/ G.L. Shire

**APPROVED:**

/s/ Lloyd W. Swert