

## HOSTLERS

### GN ASSIGNMENTS

#### BIDS:

1. ALL ASSIGNMENTS OPEN FOR BID 10 DAYS PRIOR TO MAY 1 AND NOVEMBER 1.
2. ANY TRAIN SERVICE EMPLOYEE MAY BID HOSTLER ASSIGNMENTS.
3. IF NO BIDDERS, JUNIOR QUALIFIED EMPLOYEE AT THAT LOCATION WILL BE ASSIGNED JUST AS IF HE/SHE BID IT, AND WILL STAY FOR DURATION OF BID.

#### DISPLACEMENT:

1. MUST DISPLACE JUNIOR HOSTLER PROVIDED:  
HIS/HER CURRENT BID INCLUDES THE ASSIGNMENT THEY WISH TO DISPLACE TO.  
IF NOT, THEY GO BACK TO PRIOR CRAFT.

#### VACANCIES:

1. TEMPORARY
  - A. 40 DAYS OR LESS: TEMPORARY
  - B. 40 DAY OR MORE: PERMANENT REBULLETIN JOB.
2. FILLING TEMPORARY VACANCIES:
  - A. HOSTLERS EXTRA LIST
  - B. GN SWITCHMAN'S EXTRA LIST
  - C. NP SWITCHMANS EXTRA LIST
  - D. REGULAR HOSTLER ON REST DAY
  - E. HOLD REGULAR HOSTLER WORKING OVER TO PROTECT 4 HOURS
  - F. CALL HOSTLER IN TO PROTECT 4 HOURS EARLY.
  - G. ANY OTHER HOSTLER AVAILABLE
  - H. ENGINEER

## MARCUS DIVISION:

Between:

Kettle Falls and Nelson  
Hillyard and Kettle Falls.  
Kettle Falls and Republic.

## KLAMATH DIVISION:

Between:

Klamath Falls and Bend.  
Klamath Falls and Bieber.

(b) It is agreed that on main line way freight districts, way freight rates will apply six days per week in each direction. Main lines under this rule are as follows:

Minneapolis and Willmar  
Willmar and Breckenridge  
Breckenridge and Casselton  
Casselton and New Rockford  
New Rockford and Minot  
Minneapolis and Fargo, via Osseo and St. Cloud  
Fargo and Minot, via Grand Forks and Devils Lake  
Minneapolis and Superior  
Superior and Cass Lake  
Cass Lake and Grand Forks  
Crookston and Noyes  
Crookston and Barnesville  
Willmar and Sioux City  
Minot and Havre  
Great Falls and Butte  
Great Falls and Billings  
Great Falls and Sweetgrass Line Junction  
Great Falls and Havre  
Havre and Delta  
Interbay and Vancouver, B. C.  
Interbay and Vancouver, Washington  
Hillyard and Grand Forks  
Bend and Bieber

When main line way freight service is assigned to a regular crew, such crew will be paid at the way freight rate as assigned, whether run or not. Such payment of the regularly assigned crew, whether or not service is performed, will constitute compliance with the requirement of number of days service per week, so far as the days of the assignment are concerned, and the first chain gang crew after midnight will not claim the way freight rate for the same day and territory.

(c) It is agreed that a way freight train being "run as assigned" means "run within twelve hours of its schedule or specified leaving time and that when not run within such time, providing it is physically possible to run any trains, the guarantee has not been fulfilled and an additional day is payable."

It is understood the 12-hour period will end when the engine reaches the main track switch connection with the yard where the road trip begins.

(d) Way freight rates will be allowed when way freight service is performed. Way freight service is understood to include the loading or unloading of L. C. L. merchandise, and local switching at points intermediate between the terminals of the run, of cars not handled in that train. The movement of other cars necessary to effect a set-out or pick-up of cars handled in the train will not be considered local switching under this rule.

## ARTICLE III

### HOSTLERS AND HOSTLING

#### RULE 16(a). Hostlers and Hostler Helpers' Rates and Basic Day.

Outside hostlers \$15.89 per day; inside hostlers \$15.21 per day; outside hostler helpers \$14.60 per day.

Eight hours or less to constitute a day's work.

NOTE: The rate of \$15.89 for outside hostlers applies only on such days as outside hosting is performed, such as movement of engines between roundhouse and depot, between roundhouse and yard, and in addition any movement of engines that involves the use or fouling of the main track.

Outside hosting does not include the movement of engines in and around roundhouses and shops when such movement does not foul the main track; nor does it include switching of cars, except as it may be necessary to move them in connection with getting out engines. Other switching of cars is switch engine work and should be so handled.

The rate of \$14.60 for outside hostler helpers applies only on such days as the outside rate is paid to hostler. The term "hostler helper" applies only to employees used

to assist outside hostler. Hostler will show on time slip when such outside movements are made, including name of his helper.

(b) Hostler Overtime.

Except when changing off, where it is the practice to work alternately days and nights for certain periods, working two shifts to change off; or where exercising seniority rights from one assignment to another or when extra men are required by schedule rules to be used, all the time worked in excess of eight hours continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate.

(c) Hostler-Inspector.

When hostlers are required in addition to their regular duties to act as inspectors, the rates of pay will be not less than those of hostlers. When hostlers are taken off and inspectors substituted, firemen will be given preference for such positions.

(d) Hostler Lunch Period.

Hostlers will be allowed twenty minutes for lunch between four and one-half and six hours after starting work without reduction in pay. Hostlers will not be required to work longer than six hours without being allowed twenty minutes for lunch.

The lunch period must be given and completed within four and one-half and six hours after starting work.

(e) Hostler Starting Time.

Regular hostlers shall have a fixed time for beginning work each day. Such time may vary for each terminal but must be fixed for and posted at each terminal. Should conditions of work to be performed necessitate a change in such hours, the usual notice shall be given.

(f) Hostler Service, Eligibility for, and how Filled.

Employees covered by this schedule will be given preference to positions of hostling in accordance with their seniority. A hostler fixture is a hostler who holds no seniority, but holds prior and exclusive rights to the particular assignment now held by him, and to such position only. A hostler fixture cannot be displaced from his existing assignment, but holds no rights to bid or to displacement on any other assignment.

Firemen with less than two years' experience shall not be eligible for hostler service except when individually reported qualified by the Master Mechanic to handle such service.

It is agreed that when there are firemen available on the firemen's extra list with two years (730 days) or more experience, that such fireman will be considered qualified for hostler service, unless actually disqualified by investigation by the Master Mechanic.

No regular hostler will be permitted to vacate positions except on November 1st and May 1st of each year unless approved by Master Mechanic and Local Chairman, except that firemen obtaining hostling jobs by bulletin will not retain same after it becomes their turn to be reduced from the working list, unless covered by provisions of paragraph 4 of Note under this rule.

If there are no applicants on a bulletined hostler vacancy, such vacancy will be filled by the junior qualified fireman on the seniority district, just the same as if he had bid on the job and been the successful applicant. In such case, this fireman will hold this hostler job for duration of bulletin period regardless of force increases or decreases. A "qualified fireman" is one whose qualifications are as defined in the second and third paragraphs of this Rule 16(f). It is understood in the application of this rule when there are any furloughed "qualified firemen," Rule 6a(g) will apply.

Temporary vacancies in hostling service will be filled by extra men who are eligible. Should there be no eligible firemen on extra list, the temporary vacancy shall be filled by the junior, qualified switch engine fireman with an assigned starting time closest to the starting time of the hostler's temporary vacancy, who shall continue filling such vacancy until regular hostler returns, or eligible extra fireman is available.

NOTE:

(1) All hostlers' positions other than those filled by hostler fixtures will be bulletined to firemen for a period of ten days immediately prior to May 1st and November 1st of each year. When bidding on such bulletins, applicants will specify their order of preference as to shifts or assigned hours. During the six months' period which the bulletin covers, bidders thereon will have rights only to positions to which they have expressed a preference in their bid. In other words, a fireman who bids only on a first shift hostler

position, will, upon such bulletin, or in exercise of seniority thereafter have rights only to first shift hostler positions during the six months period.

A fireman displaced from a hosting job, either through cancellation of such assignment or through displacement by another employe in the exercise of seniority, must displace any hostler less junior (other than hostler fixtures) provided his bid for the current six months' period included designation of the position upon which he wishes to exercise seniority.

(2) If additional hosting shifts are authorized after the regular semi-annual bulletin has closed, preference to such additional shifts for the remainder of the six months' period will go first to firemen already holding positions as hostler, and shifts thereby left vacant will be bulletined for the remainder of the six months' period.

(3) Firemen on leave of absence, or laying off on account of illness, at the time the semi-annual bulletin is placed, will be privileged to bid on such bulletin during the bulletin period, and if successful bidders thereon, will take such position upon their return to service. If a fireman on leave of absence is the successful bidder on such a bulletin, the assignment which he bid in will, until his return, be considered and filled as a temporary vacancy for 10 days and then to the oldest man applying.

(4) This interpretation is only of the schedule rule itself, and if local agreements have been or may be made at any point whereby special consideration is being given to toughened men for hosting positions, this interpretative note will not cancel such local agreement.

#### (c) Hostler Duties and Hosting by Firemen.

At main line terminals where hostlers are employed, their duty will be to see that fires are cleaned and fuel, water and sand put on all engines. At ends of runs where this work is done by firemen, they will be paid for actual time consumed in doing the work at schedule rate, provided that in no case will less than five miles be allowed for this service.

If time consumed exceeds twenty-four (24) minutes, actual time is to be paid. Time to be computed on the basis of twelve and one-half miles per hour.

Firemen will receive their engines from hostlers on the roundhouse lead or other place designated by the division master mechanic or superintendent, and at the expiration

of runs will deliver them on roundhouse lead or other designated track.

#### (h) Clean Fires.

Firemen will not be required to clean fires at main line terminals except at intermediate or junction points and then only when regular force is not on duty.

#### (i) Fuel and Water at Terminals.

When it is necessary for firemen to take fuel and water at ends of runs, where hostlers are employed or where crews are changed and engines run through, they will be paid actual time consumed in doing the work at schedule rates with a minimum of five miles.

#### (j) Hosting — Definition.

Hosting of an engine is primarily the preparation and supplying of such an engine, either for entrance upon its trip or shift at the initial terminal, or for its storage or maintenance during the time it is tied up at the final terminal. At the initial terminal, such preparatory work may include, for example, bringing the engine out of the roundhouse, placing upon it the fuel, water, or sand necessary to its service, and its placement upon the designated track for delivery to the outgoing crew. At the final terminal, work preparatory to tie-up may include dumping of the fire, movement of the engine from the designated track to the appropriate stall in the roundhouse or equivalent track, or if the engine is to be held under steam, it may be necessary to supply it with additional fuel or water for that purpose. Such work, or any of it, so long as it is preparatory to work or tie-up, is hosting. However, the mere taking of fuel or water at a terminal does not, in itself, constitute hosting; for an engine might be hosted and entirely ready for service, and yet additional fuel or water might be necessitated at the same terminal, before the run or shift was completed, due to subsequent delays in departure or the performance of the regular work of the road or yard crew. The securing of such additional supplies is not hosting, so long as the engine was properly supplied when the run or shift started. However, the taking on of necessary supplies cannot be removed from the hosting classification by the mere requirement of movement of the engine a few hundred feet, or the performance of a switching movement before such supplies are taken on. Officers and employes should be guided by the principle that hosting is a pre-

paratory service, and that it necessitates the actual expenditure of some time therein. No engine can be properly hosted in five minutes, and claiming of the 24-minute arbitrary for such short periods of time is evidence that the claim is based upon a technicality of wording and not on actual performance of work.

#### INTERPRETATION: (May 1, 1961).

Junior, qualified switch engine firemen with an assigned starting time closest to the starting time of the hostler's temporary vacancy will be called when no extra list firemen are available.

For example, assume there are six regularly assigned switch engine firemen on the first shift qualified to perform hosting service—Firemen A, B, C, D, E and F. In their relative seniority order, "A" senior and "F" junior, all are performing service on the first shift. The assigned starting times of these firemen are:

- A — 8:00 A.M.
- B — 6:30 A.M.
- C — 7:00 A.M.
- D — 7:30 A.M.
- E — 6:45 A.M.
- F — 7:15 A.M.

When there are no qualified firemen available on the firemen's extra list, for hosting service and there is a temporary hostler's vacancy commencing at 8:00 A.M., fireman "A" should be called for this vacancy. Likewise, if there is a temporary hostler's vacancy with an assigned starting time of 7:00 A.M., fireman "C" should be called for this vacancy. The fireman initially called shall continue filling such vacancy on subsequent days until the regular hostler returns, or an extra list fireman, qualified for hostler service, is available.

### ARTICLE IV

#### YARD AND TRANSFER SERVICE

##### RULE 17. Yard Service.

###### (a) Basic Day.

Eight hours or less shall constitute a day's work in yard service.

###### (b)-(1) Overtime.

Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of eight hours' continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate, according to class of engine.

This rule applies to service paid on the hourly or daily basis and not to service paid on mileage or road basis.

###### (b)-(2) Overtime in Yard and Hostler Service—Extra Men.

Overtime rate in yard and hostler service—Firemen and helpers on other than steam power, hostlers and outside hostler helpers.

Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off or where exercising seniority rights, all time worked in excess of eight hours' continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

(a) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

(b) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service," as used in this paragraph (b) shall not apply to employees paid road rates, but governed by yard rules.)

(c) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

tion shall be eligible as engineers. Promotion and establishment of a date of seniority as engineer, as provided herein, shall date from the first service as engineer when called for such service, provided there are no demoted engineers back firing. No demoted engineer will be permitted to hold a run as fireman on any seniority district while a junior engineer is working on the engineers' extra list, or holding a regular assignment as engineer on such seniority district.

On roads where promotion is to road service only, promotion and establishment of seniority date as road engineer will obtain.

#### (h) Hiring and Re-Instatement of Engineers.

On a seniority district where firemen are required to fire less than three years, all engineers will be hired.

If required to fire three and less than four years, one promoted and one hired.

If required to fire four and less than five years, two promoted and one hired.

If required to fire five and less than six years, three promoted to one hired.

If required to fire six and less than seven years, four promoted to one hired.

If required to fire seven and less than eight years, five promoted to one hired.

On seniority districts where firemen are required to fire eight years or more, all engineers will be promoted.

The foregoing will not prevent Committees from having discharged engineers re-employed or reinstated on their former seniority districts at any time.

#### (i) Seniority Date of Hired Engineer and Promoted Fireman.

If the engineer to be hired is not available, when needed, and the senior qualified fireman is promoted, the date of seniority thus established shall fix the standing of the hired engineer, who, if available and qualified within thirty days from date senior qualified fireman is promoted, will rank immediately ahead of the promoted fireman. The promoted fireman will retain his date of seniority as engineer and will be counted in proportion of promotion.

(j) In case an engineer is hired and used in actual service, when under requirements of paragraph (h) of this rule, a fireman (or firemen) should have been promoted,

the date of seniority thus established shall fix the standing of the senior qualified fireman (or firemen) due to be promoted, providing he or they are eligible and qualify within thirty days, who shall rank immediately ahead of the hired engineer on the engineers' seniority list. The hired engineer will retain his date of seniority and be counted in proportion of engineers to be hired.

#### (k) Seniority Date as Fireman of Hired Engineer.

The seniority date of the hired engineer shall be the date of his first service as engineer, except as provided in paragraphs (c), (i) and (j) of this rule. It is further provided that engineer hired, or permanently transferred from one seniority district to another, shall be given a date of seniority as fireman corresponding with their date as engineer.

#### (l) Engineer Not Work as Fireman When Engineer Work Available.

Engineers will not be permitted to continue in service as firemen when there is work available for them as engineers which they are competent to fill and to which their seniority entitles them. Such engineers will be required to exercise their seniority as soon as the existence of such work is evident and necessary transfers can be made.

### ARTICLE IX

## VACANCIES, NEW RUNS, BULLETINS, FORCE REDUCTIONS, MILEAGE REGULATION AND EXERCISE OF SENIORITY

### RULE 52(a). Choice of Runs.

Rights of firemen will be governed by their position on firemen's list. The oldest men will have the choice of runs, but any man declining a run to which he is entitled will forfeit his rights to the fireman accepting it and to him only.

A fireman taking extra board in preference to a regular job assumes responsibility in such exercise of seniority, and has made a preference of the extra board and cannot exercise seniority on jobs he has "passed up" unless changes occur as specified in Rule 52(b) in jobs "passed up," or new jobs are established after he has taken the extra board.

**(b) Change of Runs.**

A run affected by either a change of time of four hours or more, points of layover, or by a change of 400 or more miles per month, will be considered vacant. A fireman holding such run may return to his former run unless a run has been created which is preference to his former run, provided claim for same is made within ten days after such run is established.

**INTERPRETATION:** (Memorandum of Agreement effective July 1, 1946.)

It is mutually agreed that the provisions of Firemen's schedule Rule 62(b), with respect to yard and combination yard-transfer service shall apply in the following manner:

A change of one (1) hour or more in regular starting time, or change of designated point for going on or off duty, as referred to in Firemen's Rule 18(j), of an assigned yard or combination yard-transfer job will cause such job to be considered vacant and will be rebulletined.

**RULE 53. Freight Men, First-in, First-out.**

Firemen on freight trains will, as far as practicable, run first in, first out on their respective districts, except on districts where other arrangements are agreed upon by the men concerned and the division Master Mechanic or Superintendent.

**RULE 54(a). Vacancies, More or Less than 40 Days.**

Vacancies are created by an incumbent fireman relinquishing his rights to a regular assignment, or by being absent from a regular assignment for more than 40 days.

A temporary vacancy is one created by an incumbent fireman being absent from a regular assignment for 40 days or less without having relinquished his rights there-to.

Temporary vacancies of less than 40 days' duration will not be bulletined, but will be filled from the extra list for the first ten days, and thereafter by the senior fireman making application.

It is understood that a fireman laying off 40 days or more will be considered a free agent on his return.

**(b). Bulletin Vacancies and New Runs.**

Vacancies and new runs will be bulletined by the Master Mechanic at all district terminals on that seniority dis-

trict out of which firemen operate. The bulletin must clearly outline the nature of the service required, specifying train number or designation if any, terminals, leaving time of trains, days on which service is to be performed, and rotation of service thereon. The bulletin will state the closing time and date, which shall be the tenth day after posting and not later than 12:01 P.M. on that date. The bulletin will be posted as soon as possible after receipt of necessary information as to the vacancy or new run by the Master Mechanic.

Firemen accepting a run after an older fireman has declined it shall not hold such run if it becomes his turn to be reduced to other service on account of reduction of force.

**(c) Waiver of Bulletins.**

Each seniority district may, at its option, waive the issuance of bulletins on vacancies or new runs in switch engine, chain gang or other service. When bulletins are so waived, the fireman first completing twenty days' service on a vacancy or new run will establish himself thereon the same as if received on a bulletin. Temporary absence from actual performance of such service will not break its continuity, unless caused by displacement therefrom by a senior man.

**(d) Bids for Bulelined Positions or Waived Assignments.**

Applications for bulletined positions or for assignments upon which bulletins are waived under paragraph (c) of this rule, must be made in writing in duplicate and one copy each must be delivered to the office of the Master Mechanic and to the Local Chairman of that seniority district before the specified expiration time. Applications by wire will not be accepted unless it can be shown that it was impossible to make application in writing. If a fireman registers in or out of a terminal where bulletin is posted during life of bulletin, he will be considered as having had necessary opportunity to apply for service bulletined. Applications for vacancies or new runs may be withdrawn during the bulletin period, but cannot be withdrawn after the close of the bulletin or after the ten-day period, and successful bidder must vacate his former assignment as soon after close of bulletin as relief can be furnished to him. Failure to apply for a vacant run within ten days from date of its being bulletined will be considered forfeiture of rights to said run. A fireman who re-



linguishes his right to a regular assignment will not be eligible to rebid upon the vacancy thus created by him unless there are no other bidders for such vacancy. A fireman will not be allowed to retake a vacancy created by himself until after such vacancy has been filled by a second fireman accepting it, or change made either in his run or run he vacated, as per Rule No. 62(b).

A fireman temporarily out of service due to leave of absence, sickness or suspension, during the entire life of a bulletin, may exercise his seniority to service advertised on such bulletin provided he does so immediately upon his return to service.

(c) Fill Temporary Vacancy in Assigned Passenger Service Where No Extra Passenger List Maintained.

Except where extra passenger list is maintained, extra men will be used to fill temporary vacancies in assigned passenger service. Should no extra men be available with the required experience, the first man out in chain gang service at the extra board point on the district where vacancy exists will be used.

(f) Manning Organization Specials.

Special trains of organizations may be manned by the senior fireman desiring same, who are members of the organization; provided, that if an extra fireman is used, the first fireman out belonging to such organization shall be used.

(g) Filling Assignment or Vacancy If No Bid.

If there are no applicants on a bulletin, such assignment or vacancy will be handled for the bulletin period by the extra board, after which the oldest furloughed fireman will be assigned thereto unless the fireman then on the run desires to retain same.

(h) Service During Bulletin Period.

Service during the bulletin period on a vacancy or new run will be supplied from the extra board, except that the senior fireman may claim such run at any time during the bulletin period.

(i) Manning Passenger Service When Passenger Extra Board Is Maintained.

When a separate passenger extra board is maintained,

all unassigned passenger service and all temporary vacancies in passenger service for the first ten days, will be filled therefrom, observing passenger terminals, rules and rates of pay. At the expiration of ten days, a temporary vacancy in passenger service may be taken by the senior qualified fireman applying for it.

(j) Manning Main Line Unassigned Passenger Service Where No Passenger Extra Board Maintained.

If no separate passenger extra board is maintained, all main line unassigned passenger service (that is, all passenger service not regularly assigned) will be handled first-in, first-out by chain gang firemen in territory where such chain gang service is maintained. If no chain gang service is maintained over the territory where the unassigned main line passenger train moves, the first-out available freight fireman on such territory in assigned through freight service at point of service shall handle such service, who shall complete the round trip in passenger service to the distant terminal and return if such service is available, and each successive round trip will be filled by the first-out available freight fireman at the time call is placed. If there is no chain gang or through freight service over the territory train is to be run, the first-out extra fireman at the point of supply will be used. All unassigned passenger service under this paragraph will be operated under passenger rules, but will be paid for at through freight rates and observe pool and unassigned freight service terminals. It is understood and agreed that at terminal points having separate passenger and freight terminals such as Duluth-Superior, Saint Paul-Minneapolis, Hill-yard-Spokane and Interbay-Seattle, the freight and passenger terminals will be considered as a single terminal, as to use of chain gang or other freight firemen in passenger service under this paragraph, the fireman to be actually run to the passenger terminal, but tied up at the pool freight terminal, and any deadheading or other movement of such firemen necessary between freight and passenger terminals will be computed under Rule 23, Rule 81, or other similar rule applicable at such point.

(k) Manning Branch Line Unassigned Passenger Service or Temporary Vacancies.

All branch line unassigned passenger service, or temporary vacancies shall be filled for the first ten days from the extra board which furnishes extra firemen for other service on such branch line. After ten days, such tempo-

MOVING  
ON JOB



ARTICLE XI - LOCOMOTIVE STANDARDS

In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad.

ARTICLE XII - TERMINATION OF SENIORITY

The seniority of any employee whose seniority in train or engine service is established after the date of this Agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

ARTICLE XIII - FIREMEN

The craft or class of firemen (helpers) shall be eliminated through attrition except to the extent necessary to provide the source of supply for engineers and for designated passenger firemen, hostler and hostler helper positions. Trainmen shall become the source of supply for these positions as hereinafter provided.

Section 1 - Amendments to Fireman Manning Agreement of July 19, 1972

(1) Change Article I, Section 1(a) to read as follows:

"(a) For fulfilling needs arising as the result of assignments and vacancies, temporary or otherwise, in designated passenger service and in hostler, hostler-helper service, pursuant to mileage or other regulating factors on individual carriers and in accordance with Section IV of this Agreement."

(2) Change Article I, Section 3(a) to read as follows:

"(a) Determinations of the number of employees required on each seniority district will be based on the maximum applicable regulating factor for each class of service contained in the rules on each carrier relating to increasing or decreasing the force of locomotive engineers."

(3) Change Article I, Section 3(e) to read as follows:

"(e) The number of employees required as of each determination period will be based on engineer service during the twelve months' period as follows:

Passenger service

Total hours paid for multiplied by the number of miles encompassed in a minimum day divided by the number of hours encompassed in a minimum day.

Freight service

Total hours paid for plus one-half overtime hours, multiplied by the number of miles encompassed in a minimum day divided by the number of hours encompassed in a minimum day.

Yard service

Total hours paid for plus one-half overtime hours, divided by 8.

The results thus obtained shall be divided by the maximum applicable regulating factor as provided in paragraph (a) of this Section 3. The sum of employees thus determined will be increased by 10% to cover vacations and layoffs.

NOTE: As used in this paragraph, the term 'total hours paid for' includes all straight time hours paid for including hours paid for while working during scheduled vacation periods and the basic day's pay for holidays as such, all overtime hours paid for including overtime paid for working on holidays, and the hourly equivalent of arbitraries and special allowances provided for in the schedule agreements. The term does not include the hourly equivalent of vacation allowances or allowances in lieu of vacations, or payments arising out of violations of the schedule agreement."

(4) Change Article I, Section 3(f) by inserting "and on furlough" in the first and second sentences after "the number of firemen in active service" and by eliminating (1) to the NOTE and renumbering the remaining three enumerated items.

(5) Eliminate Section 3(h) of Article I and reletter the subsequent subsection.

(6) Change Article III, Section 1 to read as follows:

"Section 1 - Firemen (helpers) whose seniority as such was established prior to November 1, 1985 shall have the right to exercise their seniority on assignments on which, under the National Diesel Agreement of 1950 (as in effect on January 24, 1964), the use of firemen (helpers) would have been required, and on available hostler and hostler helper assignments subject to the following exceptions:

- (a) When required to fulfill experience requirements for promotion, or engaged in a scheduled training program.
- (b) When their services are required to qualify for or fill passenger or hostler or hostler helper vacancies in accordance with Article IV of this Agreement.
- (c) When restricted to specific assignments as referred to in Article VI of this Agreement.
- (d) When required to fill engineer vacancies or assignments.

The exercise of seniority under this Article will be subject to the advertisement, bidding, assignment, displacement and mileage rules on the individual carriers.

NOTE: As to any carrier not subject to the National Diesel Agreement of 1950 on January 24, 1964, the term 'the rules in effect on January 24, 1964 respecting assignments (other than hostling assignments) to be manned by firemen (helpers)' shall be substituted in this Article for the term 'the National Diesel Agreement of 1950.'

"Section 1.5 - Firemen (helpers) whose seniority as such is established on or after November 1, 1985 will have the right to exercise seniority limited to designated positions of passenger fireman, hostler or hostler helper. The seniority rights of such firemen are subject to the following exceptions:

- (a) When required to fulfill experience requirements for promotion, or engaged in a scheduled training program.
- (b) When required to fill engineer vacancies or assignments.

This will not preclude the carrier from requiring firemen to maintain proficiency as engineer and familiarity with operations and territories by working specified assignments."

(7) Change Article III, Section 4 to read as follows:

"Section 4(a) - All firemen (helpers) whose seniority as such was established prior to November 1, 1985 will be provided employment in accordance with the provisions of this Article until they retire, resign, are discharged for cause, or are otherwise severed by natural

attrition; provided, however, that such firemen (helpers) may be furloughed if no assignment working without a fireman (helper) exists on their seniority district which would have been available to firemen (helpers) under the National Diesel Agreement of 1950 (as in effect on January 24, 1964), and if no position on an extra list as required in Section 3 above exists on their seniority district, subject to Section 5 of this Article."

"Section 4(b) - Firemen whose seniority as such is established on or after November 1, 1985 may be furloughed when not utilized pursuant to Section 1.5 of this Article."

- (8) Change Article III, Section 5(a) to read as follows:

"Section 5(a) - With respect to firemen (helpers) employed after July 19, 1972 and prior to November 1, 1985, the provisions of Section 4(a) above will be temporarily suspended on any seniority district to the extent provided in this Section 5 if there is a decline in business within the meaning of this Section."

- (9) Change Article IV, Section 1 to read as follows:

"Section 1 - Firemen (helpers) who established a seniority date as fireman prior to November 1, 1985 shall be used on assignments in passenger service on which under agreements in effect immediately prior to August 1, 1972, the use of firemen (helpers) would have been required. The use in passenger service of firemen (helpers) who establish seniority as firemen on or after November 1, 1985 will be confined to assignments designated by the carrier."

- (10) Change Article IV, Section 2 to read as follows:

"(a) Except as modified hereinafter, assignments in hostling service will continue to be filled when required by agreements in effect on individual carriers.

(b) The carriers may discontinue using employees represented by the United Transportation Union as hostlers or hostler helpers provided that it does not result in furlough of a fireman who established seniority prior to November 1, 1985 nor the establishment of a hostler position represented by another organization, and provided, further, that this provision will not act to displace any employee who established seniority prior to November 1, 1985 and who has no rights to service except as hostler or hostler helper.

(c) Employees in engine service who established seniority prior to November 1, 1985 will continue to fill hostler and hostler helper positions and vacancies thereon in accordance with agreements in effect as of that date. If such position cannot be filled by such employees, and it is not discontinued pursuant to Paragraph (b) above, qualified train service employees will be used. In that event, bulletined vacancies will be advertised to train service employees, and if no bids are received the junior qualified train service employee at the location will be assigned; temporary vacancies will be filled from the yard or combined road/yard extra board.

(d) Yard crews may perform hostling work without additional payment or penalty to the carrier."

(11) Change Article VIII to read as follows:

"ARTICLE VIII - RESERVE FIREMEN

The carrier shall have the right to offer 'Reserve Fireman' status to any number of active firemen, working as such, with seniority as firemen prior to November 1, 1985 (who are subject to work as locomotive engineers). Where applied, Reserve Fireman status shall be granted in seniority order on a seniority district or home zone basis under the terms listed below:

- (1) An employee who chooses Reserve Fireman status must remain in that status until he either (i) is recalled and returns to hostler or engine service pursuant to Paragraph (2), (ii) is discharged from employment by the carrier pursuant to Paragraph (2) or for other good cause, (iii) resigns from employment by the carrier, (iv) retires on an annuity (including a disability annuity) under the Railroad Retirement Act, or (v) otherwise would not be entitled to free exercise of seniority under this Fireman Manning Agreement; whichever occurs first. If not sooner terminated, Reserve Fireman status and all other employment rights of a Reserve Fireman shall terminate when he attains age 70.
- (2) Reserve Firemen must maintain their engine service and hostler proficiencies while in such status, including successfully completing any retraining or refresher programs that the carrier may require and

MEMORANDUM OF AGREEMENT  
Between  
BURLINGTON NORTHERN INC.  
And  
UNITED TRANSPORTATION UNION

1. All employees holding seniority as firemen on the effective date of this agreement will be given an election within sixty days of the effective date of this agreement to retain seniority as fireman and forfeit hostler seniority. Employees on authorized leave of absence will have ten days from date of return to duty to make such election. Employees who do not make any election will be considered to have forfeited hostler (except as provided in paragraph 8(b) and (c) herein) and retained fireman seniority.

2. For employees holding UTU represented hostler or hostler helper jobs the elections made under paragraph 1 above will become operative and they will be permitted to relinquish those jobs and their hostler seniority, upon one of the following occurrences:

(a) If promoted to engineer, when next set up to an engineers' working list, but in no event later than one hundred eighty days from the effective date of this agreement.

(b) If not promoted to engineer, when they successfully complete the engineers' training program, and are promoted, unless at that time there are senior firemen forced assigned to hostler jobs. In such event they will retain hostler seniority until no senior firemen are forced to hostler jobs, but not later than one hundred eighty days from date of entry into engineers' training program.

3. In cases where employees do not hold hostler or hostler helper jobs on the effective date of this agreement, the elections under paragraph 1 will become operative:

(a) For employees in the engineers' training program hostler seniority will terminate upon successful completion of the program, provided there are no senior firemen forced to hostler jobs at that time.

(b) If a demoted engineer is working as a fireman, he will relinquish hostler seniority when next set up to an engineers' working list, but not later than the expiration of one hundred eighty days from the effective date of this agreement.

(c) Employees who are working as engineers will relinquish hostler seniority sixty days after the effective date of this agreement.

4. Nothing herein will preclude the Carrier from hiring hostlers in advance of application of paragraphs 2 and 3 above, in which case the senior firemen at the terminal holding jobs as hostlers who have exercised their option under paragraph 1 above, will relinquish hostler jobs in seniority order on a one-for-one basis and place themselves as firemen at the time the new hostler(s) commences service.

5. Employees who relinquish hostler seniority and firemen employed after the effective date of this agreement will thereafter have no rights or obligation to protect UTU represented hostler or hostler helper jobs except as provided in this agreement. If their services are not required as engineers, they will exercise seniority as road firemen. Where several different road pools and assignments (other than branch line) operate out of the same terminal (source of supply), they may not remain as firemen in the same pool nor on the same assignment over the same territory more than thirty days. Neither will they be permitted to place in a pool or assignment previously worked until after they have worked as trainee, engineer or fireman at some time on every pool and assignment in main line territory operating out of that terminal. They will have an exercise of fireman seniority every thirty days in order to accomplish this purpose. Only when they have completed thirty days over each main line territory as trainee, engineer or fireman out of the source of supply may they exercise seniority to any assignment, including yard firemen.

6. Employees who elect to retain hostler seniority under paragraph 1, and those entering hostler or hostler helper service on or after the effective date of this agreement will be carried on a separate seniority roster and will not establish seniority as firemen except as hereinafter provided. Newly hired hostlers will establish seniority as hostlers in the same manner as provided for firemen in BN Labor Agreement 5/24/77. Hostler seniority districts shall be the same as those presently in effect for firemen. Employees holding seniority as hostlers may be furloughed in force reductions pursuant to existing rules. They will be subject to Article VIII of the National Agreement of August 25, 1978.



at option 7

7. A hostler may transfer to fireman pursuant to Article VIII of the UTU National Agreement of August 25, 1978, and enter the engineers' training program, but if he fails the promotional examinations to engineer, he will forfeit all seniority as fireman. He will be permitted to retain seniority as hostler and will thereafter be considered a hostler fixture. In the application of entry rates, service as both hostler and fireman will be combined.

8.

(a) This agreement will not apply to present employees who are restricted to fireman service.

(b) Firemen may hereafter hold hostler positions by a disability.

4-27-79 AMENDMENTS

(c) Firemen may exercise seniority in the event of service loss.

Section 8(d) + 9

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(d) A hostler may be promoted to fireman pursuant to Article IV of the UTU National Agreement of July 19, 1978, provided there is no difference in seniority.

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9.

(a) Except as provided in this paragraph (a) or in paragraph 8(d), temporary vacancies for hostlers will be filled from a hostlers' extra list. In the absence of an extra list or when extra list is exhausted, temporary vacancies may be filled in the following order: (1) senior furloughed hostler, (2) senior available regular hostler for whom it is a rest day and (3) senior available regular hostler on his workday provided he will not be prevented from working his regular assignment.

(b) Extra boards may be established to protect hostler work and employees thereon will be guar-

anteed the equivalent of twenty-two days per month at hostler rate. Carrier will have the unilateral right to determine the number of men on such extra boards.

(c) All compensation will be applied against the guarantee provided herein. If an employee is assigned to the extra board for only a portion of the month, his guarantee will be prorated accordingly. If an extra employee lays off or is otherwise not available on any particular day or days, his guarantee will be reduced by one twenty-second or the earnings that would have otherwise accrued to him, whichever is greater, for each such day no available.

10. All existing rules governing rates of pay and Labor Agreement BN 4/27/79 B governing working conditions applicable to hostlers apply. In the event of conflict with this agreement, the provisions of this agreement will apply.

This agreement shall become effective on the first day of MAY, 1979.

Signed at St. Paul, Minnesota, this 27<sup>TH</sup> day of APRIL, 1979.

UNITED TRANSPORTATION UNION-E

BURLINGTON NORTHERN INC.

A.M. Stammen  
General Chairman

C. E. Eggen  
Vice President-Labor Relations

M. A. Duke  
General Chairman

D. E. Doyle  
Associate Chairman

APPROVED:

\_\_\_\_\_  
Assistant President

**BURLINGTON NORTHERN**

176 East Fifth Street  
St. Paul, Minnesota 55101

August 6, 1981  
File EF-1(b) 4/27/79

Mr. M. A. Duke, GC, UTU  
697 Midwest Bldg., St. Paul, MN 55101  
Mr. G. P. Schiller, GC, UTU  
697 Midwest Bldg., St. Paul, MN 55101  
Mr. D. E. Doyle, AC, UTU  
412 Bremer Bldg., St. Paul, MN 55101

Gentlemen:

This refers to our recent discussions concerning the negotiation of a single collective agreement applicable to firemen on the Burlington Northern.

This will record several understandings that we agreed to make effective immediately on the BN.

Promotion

The following understandings will be incorporated into the Fireman's Seniority Rule in the new Fireman's Consolidated Schedule:

- (a) When an employee hired as a fireman is promoted to engineer ahead of senior fireman, the date he establishes as an engineer will also be assigned to all senior firemen on the same seniority district, upon their successfully passing required examinations for promotion to engineer. (See National Training Agreement Article II, E.)
- (b) Article V of UTU-Training Agreement of July 19, 1972, will be controlling in the case of fireman failing to pass final examination, subject also to Article II, D of said agreement.
- (c) If a promoted fireman transfers from one BN seniority district to another, he will be first employed and used as a fireman so that he does not run around any firemen already employed on that seniority district.

Hostler Vacancies

It is agreed that Section 8(d) and Section 9 of the hostling agreement signed April 27, 1979, effective May 1, 1979, are amended to read as follows:

August 6, 1981  
File EF-1(b) 4/27/79

8.

"(d) At points where the number of hostler positions is four or less, temporary vacancies on such positions will be filled by following the steps outlined in Section 9(a) below. If the vacancy cannot be filled by following that order, then it will be filled by firemen pursuant to Article IV, Section 3 of the Manning Agreement of July 19, 1972, but they shall be made whole for any difference of earnings on their regular assignments."

9.

"(a) Except as provided in this paragraph (a) or in paragraph 8(d), temporary vacancies for hostlers will be filled from a hostlers' extra list. In the absence of an extra list or when the extra list is exhausted, temporary vacancies will be filled by calling hostlers in the following order:

- "(1) Senior furloughed hostler,
- "(2) Senior available regular hostler for whom it is a rest day,
- "(3) Senior available regular hostler on his workday provided he will not be prevented from working his regular assignment, and
- "(4) Senior available hostler who will also work his regular assignment or portion thereof and who will be compensated in accordance with the provisions outlined in letter agreement dated June 2, 1972.

"NOTE (1) The Carrier will have the option of filling or blanking the remaining portion of

"an assignment under the following conditions:

"When a hostler (regular, extra or emergency) reports off, after reporting for duty and commencing work.

"NOTE (2) In accordance with existing rules, Carrier has the right to annul a hostler job by notifying incumbent, and annulment shown on the mark-up board and crew list, not later than close of shift the preceding day.

"(b) Extra boards may be established to protect hostler work and employees thereon will be guaranteed the equivalent of twenty-two days per month at hostler rate. Carrier will have the unilateral right to determine the number of men on such extra boards. Employees on extra list will be allowed not less than 8 days' pay on the first half payroll, subject to withholding from a subsequent payroll period if this results in excess guarantee payments.

"(c) All compensation will be applied against the guarantee provided herein. If an employee is assigned to the extra board for only a portion of the month, his guarantee will be prorated accordingly. If an extra employee lays off or is otherwise not available on any particular day or days, his guarantee will be reduced by the amount of earnings lost on such days."

#### Fireman's Extra Boards

It is agreed that when Firemen are furloughed in a zone of a seniority district as a result of changes in mileage regulation rules, the Carrier will establish a Fireman's Extra Board in that zone under the following provisions:

- (a) A Board will be established automatically at any time the number of Firemen exceeds the number of Firemen positions in a zone.
- (b) The number of men permitted to mark up on the Board will be equal to the number of Firemen in excess of the number of Firemen positions.
- (c) When the Board is established, seniority will be controlling; i.e., the senior Firemen will have preference to assignments including positions on the Board.
- (d) Firemen will be required to exercise seniority to available firemen's jobs in the zone where furloughed or in an adjacent zone in the same seniority district if the source of supply for such zone is within thirty miles of the source of supply of the home zone in which furloughed.
- (e) These Boards will work on a first-in and first-out basis and will be operated in accordance with the provisions and interpretations previously governing the operation of Extra Boards, except as modified herein. A man exercising rights to the Board, or a man assigned to the Board who completes a tour of duty in any class of service (including emergency Engineer's service) will be marked up at the foot of the Board.
- (f) At any time the number of Firemen positions combined with the number of Firemen on the Board exceed the number of Firemen in a zone, the Board will be reduced by the number in excess by removing the junior Firemen from the extra board at calling time of the open regular assignment that becomes available to them.
- (g) Firemen assigned to an extra list under provisions of this agreement will be guaranteed the earnings equivalent of 3,000 miles per calendar month at the through freight rate applicable to locomotives weighing 700,000 to 750,000 lbs. on drivers. If a Fireman lays off or misses a call, as Fireman, earnings lost as a result thereof will be deducted from the monthly guarantee.
- (h) A Fireman assigned to extra list, other than an extra list protecting only yard work, for less than a full



**BURLINGTON NORTHERN RAILROAD**

**RICHARD E. CASSITY**  
Assistant Vice President  
Labor Relations

3000 Continental Plaza  
777 Main Street  
Ft. Worth, Texas 76102  
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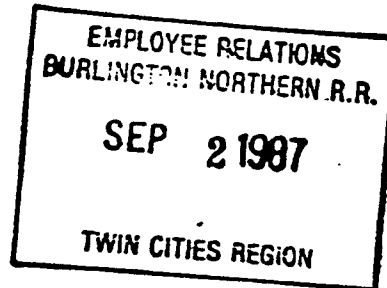
August 28, 1987

File: JG 1(b) 10/31/85

Mr. M. M. Winter  
General Chairman, UTU  
350 North Robert St.  
P. O. Box 1530  
St. Paul, MN 55101

Mr. D. E. Wegler  
General Chairman, UTU  
316 Bremer Bldg.  
St. Paul, MN 55101

Mr. D. B. Snyder  
General Chairman, UTU  
692 Endicott-on-Robert Bldg.  
350 North Robert St.  
St. Paul, MN 55101



Gentlemen:

RE: Article XIII, Section 2 and 4, of the October 31, 1987 UTU National Agreement

Enclosed find copies of the two fully executed agreements signed on August 28, 1987 and effective September 1, 1987. The Section 2 agreement is identified as OPS 9-87 and the Section 4 agreement is identified as OPS 11-87.

Thank you for your cooperation in these matters.

Sincerely,

R. E. Cassity

bcc: S. C. Ellis ) The enclosed agreements are self-explanatory. Please arrange  
T. H. Lynch ) to have the engine service employees added to the appropriate  
W. C. Sheak ) trainmen/yardmen seniority rosters in accordance with the  
Section 2 agreement.



**MEMORANDUM OF AGREEMENT**  
**Between**  
**BURLINGTON NORTHERN RAILROAD COMPANY**  
**And The**  
**UNITED TRANSPORTATION UNION**  
**(Former GN, NP and SP&S))**

Pursuant to Article XIII, Section 4 - Promotion, of the National Agreement dated October 31, 1985, this represents the required implementing agreement.

**IT IS AGREED:**

1. Article XIII, Section 4 provides that Trainmen/Yardmen who established seniority prior to November 1, 1985, will be governed by the provisions of existing agreement rule (i.e., Memorandum of Agreement OPS. 1-82 signed January 5, 1982 and effective February 1, 1982) with respect to promotion to conductor and also, will not be required to accept promotion to engine service. However, they are eligible to voluntarily apply for and be selected for engine service under the provisions of Article XIII, Section 3 of the National Agreement of October 31, 1985. Hostler-seniority-only employees will be selected for fireman and engineer training on the basis of the Memorandum of Understanding signed and effective June 3, 1986.

2. Trainmen/Yardmen who had such seniority prior to November 1, 1985, who voluntarily apply for (and are selected for) engine service may voluntarily resign their fireman seniority rights, without affecting their trainman/yardman seniority any time up to the time they are qualified and promoted to engineer. Once they are promoted to engineer, they may not resign only a portion of their seniority rights. The same principle shall apply to those selected for engine service but who are subsequently unable to pass the engineer's promotional requirements (i.e., such failure will cause them to lose their fireman seniority but it will not affect their trainman/yardman seniority).

3. Trainmen/Yardmen who establish seniority on or after November 1, 1985 will be selected for engine service in accordance with Section 3 of Article XIII of the UTU National Agreement dated October 31, 1985. However, if a sufficient number of trainmen/yardmen do not make application for engine service to meet the Carrier's needs, such needs will be met by requiring trainmen/yardmen who established seniority on or after November 1, 1985 to take engine service assignments (and successfully complete engineer training) in reverse trainman/yardman seniority order or forfeit seniority as trainman/yardman. "Trainman seniority" as used in this agreement encompasses brakeman, conductor and yardman seniority.

4. Trainmen/Yardmen who establish seniority as such on or after November 1, 1985, must accept promotion to conductor in proper turn and will be governed by Memorandum of Agreement signed January 5, 1982 and effective February 1, 1982, except that Paragraph (h) is hereby revised to read as follows, as far as they are concerned:

"(h) Brakemen/yardmen establishing seniority on or after November 1, 1985, who decline promotion or who fail three examinations will forfeit all trainman/yardman seniority. A 'failure to show' for an examination

shall be treated as a 'failure to pass' unless the employee can prove that his absence was caused by one of the reasons specified in Paragraph (c) hereof."

5. If the Carrier's needs for engine service employees are not met during a period when there are not sufficient trainmen/yardmen (including promoted conductors) in service with a seniority date on or after November 1, 1985, who must accept promotion to engine service or forfeit trainman/yardman seniority, the Carrier may hire qualified engineers or train others for engine service.

This agreement shall become effective on the first day of September, 1987.

Signed at Fort Worth, Texas this 28<sup>th</sup> day of August, 1987.

For: UNITED TRANSPORTATION UNION  
(Former GN, NP and SP&S)

For: BURLINGTON NORTHERN  
RAILROAD COMPANY

D.E. Wegler  
General Chairman - NP

R.E. Carlini  
Asst. Vice President Labor Relations

R. J. Marceau  
Vice Chairman - NP

M. M. Winter  
General Chairman - GN and SP&S

J. D. Fitzgerald N.W.  
Assistant Chairman - GN and SP&S

D. B. S. S. S.  
General Chairman - GN (S)