

CREW CONSIST AGREEMENT

Between

BURLINGTON NORTHERN RAILROAD

and

Its Employees Represented By

UNITED TRANSPORTATION UNION

Effective

MAY 20, 1993

MEMORANDUM OF AGREEMENT
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 employee (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.
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(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 employees 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 1-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 or 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 than 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 (c) of this section, separate guaranteed conductor and brakemen extra boards will protect all extra road service requirements. Guaranteed yard extra boards will protect all extra yard service requirements. This agreement is not intended to permit the establishment of combination road/yard extra boards where such boards are nor 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 1/2 basic days at the appropriate basic through freight (unassigned, less than 100 mile) rate of pay in a payroll period.

Section 2.

- (a) An employee working on a road and/or yard extra board will be provided a payroll period compensation guarantee or a prorated portion thereof based on the number of days on the board.
- (b) Employees assigned to or seduced 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 do the extra board in computing the amount of the employee's payroll period compensation guarantee. The amount of the employee's payroll period compensation guarantee may be prorated or reduced on the basis of 1/13, 1/14, 1/15 or 1/16 (depending on the number of days in the payroll period) for each 24 hour period or portion thereof, when an employee lays off or is otherwise unavailable for service.

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

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

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

Section 3.

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

**ARTICLE IV
MILEAGE REGULATIONS**

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

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 I or 1-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 employees 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 or 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 or 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 employees 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 1 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 1-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 7.

- (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 employees 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 I
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 (a) 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 RECOMDATIONS 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 or 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 20th day of May, 1993.

FOR:
BURLINGTON NORTHERN RAILROAD

signed/ James B. Dagnon

signed/ Joseph C. Hilly

signed/ R. E. Cassity

signed/ Daniel J. Kozak

signed/ Gene L. Shire

FOR:
UNITED TRANSPORTATION UNION

signed/ D. B. Snyder, Jr.

signed/ R. L. Marceau

signed/ J. D. Fitzgerald

signed/ M. M. Winter

APPROVED:

signed/ 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 5.

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 rot service as provided in Article II, Section 5 (a).

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

Section 3.

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

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

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

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

Section 4.

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

Section 5.

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

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

Section 6.

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

Section 7.

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

Section 8.

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

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

**ATTACHMENT 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 mile to 4066.

Section 3.

The increase in the mileage maximum 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 thin 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,

signed/ James B. Dagnon
JAMES B. DAGNON

AGREED:

signed/ D B. Snyder

signed/ R. L. Marceau

signed/ M. M. Winter

signed/ J. D. Fitzgerald

APPROVED:

signed/ 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,
signed/ James B. Dagnon

AGREED:
signed/ D. B. Snyder

signed/ R. L. Marceau

signed/ M. M. Winter

signed/ J. D. Fitzgerald

APPROVED:
signed/ 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. He 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,

signed/ James B. Dagnon

AGREED:

signed/ D. B. Snyder

signed/ R. L. Marceau

signed/ M. M. Winter

signed J. D. Fitzgerald

APPROVED:

signed/ 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,

signed/ James B. Dagnon

AGREED:

signed/ D. B. Snyder

signed/ R. L. Marceau

signed/ M. M. Winter

signed/ J. D. Fitzgerald

APPROVED:

signed/ 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,

signed James B. Dagnon

AGREED:

signed/ D. B. Snyder

signed/ R. L. Marceau

signed/ M. M. Winter

signed/ J. D. Fitzgerald

APPROVED:

signed/ 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,

signed James B. Dagnon

AGREED:

signed/ D. B. Snyder

signed/ R. L. Marceau

signed M. M. Winter

signed/ J. D. Fitzgerald

APPROVED:

signed/ Lloyd W. Swert

SIDE LETTFR #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,

signed/ James B. Dagnon

AGREED:

signed/ D. B. Snyder

signed/ R. L. Marceau

signed/ M. M. Winter

signed/ J. D. Fitzgerald

APPROVED:

signed/ 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 or 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 nor 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 quality 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,

signed/ James B. Dagnon

AGREED:

signed/ D. B. Snyder

signed/ R. L. Marceau

signed/ M. M. Winter

signed/ J. D. Fitzgerald

APPROVED:

signed/ 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,

signed/ James B. Dagnon

AGREED:

signed/ D. B. Snyder

signed/ R. L. Marceau

signed/ M. M. Winter

signed/ J. D. Fitzgerald

APPROVED:

signed/ Lloyd W. Swert

Article I (Crew Consist)

1. Q. In the event a member of yard crew consisting of a foreman and one helper fails to report for service or discontinues service prior to the completion of the shift, may the carrier require the remaining crew member to continue working until a replacement arrives?
A. No.
2. Q. Will local freight, work train, mine run and road switcher assignments be required to have one brakeman?
A. Yes, only through freight trains may be operated conductor-only.
3. Q. Will all yard assignments (other than single position assignments) be manned by not less than 1 foreman and 1 helper?
A. Yes.

Section 2.

3. Q. Do the terms "straight pick-ups" and "straight set-outs" contemplate that a conductor-only crew may spot cars set out from their train enroute or pull cars from industry spots which they are picking up?
A. Yes. For the purposes of this agreement the language of side letter No. 8 to the October 31, 1985 National Agreement as quoted herein will apply at intermediate points. "This does not allow cars to be cut in behind other cars already in the tracks or cars to be picked up from behind other cars already in the tracks. It does permit the cutting of crossings, cross-walks, etc., the spotting of cars set-out, and the re-spotting of cars that may be moved off spot in the making of the straight set-out or pick-up".
2. Q. Does the language "straight set-out or straight pick-up" contemplate picking up or setting out on more than one track at each yard or location?
A. No, unless the entire pick-up or set-out could not be held on one track at any yard or location.
3. Q. Article I, Section 2, provides that trains that convert to local rate may be operated conductor-only. Does this mean

that local service can be operated with conductor-only crews?

- A. No. Only through freight trains may be operated with conductor-only crews. The purpose of the parenthetical statement in Article I, Section 2, is to provide for circumstance where conductor-only crews convert to local rate of pay pursuant to other schedule rules while performing the allowable straight pick-ups and set-outs between the initial and final terminals, as provided in Section 2. Such through freight trains that convert to local rate may be operated with a conductor-only crew.
4. Q. Article I, Section 2 states in parts: " 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". Under this language, are conductor-only crews to be compensated under provisions of Article V, Section 2 of the June 25, 1964 National Agreement when performing such service at yards where provisions of Section 1 of Article V of the June 25, 1964 National Agreement apply?
- A. This agreement does not change any existing rules governing pay for work performed at the initial and final terminal.
5. Q. Will a brakeman be assigned to crews that are used to load coal trains?
- A. No, unless the coal loading jobs are operating as local freight assignments.
6. Q. Can an employee refuse to commence or continue to work with less than the required crew consist or to perform more than the number of initial or final terminal work events described in this agreement?
- A. Yes. An employee is not required to work with less than the basic crew except in conductor-only service. A conductor working alone pursuant to Article I, Section 2 can refuse to perform station switching between terminals or to perform more than the number of work events prescribed by PEB 219 at initial or final terminals where yardmen are employed and on duty.
7. Q. How many pickups/setouts are necessary in order to qualify for the local rate of pay?
- A. Existing rules providing for conversion of the through freight rate of pay to the local rate of pay are not changed.

8. Q. Can the carrier simply designate conductor-only pools or assignments as through freight service in order to operate conductor-only?
- A. Such designation in and of itself does not allow conductor-only service. Conductor-only crews will not be required to perform duties in excess of those identified in Article I, Section 2 and will not be censured or disciplined in any manner for refusal to do so as is provided in Article 12 of the December 5, 1980 Crew Consist Agreement.

Section 3.

1. Q. Article I, Section 3 states: 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. Does this Agreement provide for or allow the carrier to eliminate such single position assignments?
- A. Existing rules governing the establishment or discontinuance of single position assignments are not changed by this agreement.

Section 4.

1. Q. Where the carrier elects to operate a job in assigned road or yard service with a crew consist in excess of that required by this agreement, will the additional positions be filled in accordance with existing practices and schedule rules providing for filling permanent vacancies?
- A. Yes
2. Q. In the event the Carrier abolishes a position established under Article I, Section 4(b) and does not notify the employee assigned to the position prior to completion of the last tour of duty before cancellation becomes effective, what is the penalty to the carrier?
- A. The employee will be entitled to work an additional trip or tour of duty before being removed from the assignment.
7. Q. Article I, Section 4(b) states in part: "Where the carrier elects to operate a job in assigned road or 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." When and

where an entire pool of unassigned weight crews are worked with a crew consist in excess of that required by this Agreement, will the senior employee(s) making application be assigned the position?

A. Yes.

4. Q. Under the language quoted in the above question, will those positions be open for seniority selection under applicable schedule rules?

A. Yes.

Section 6.

1. Q. Article I, Section 6 states in part: "conductor pools shall protect pool freight service". Are all conductors going to be placed in a "pool" to protect all jobs or are we still going to have our various pools and pool cars to mark to as they exist now?

A. Nothing in this agreement is intended to combine pools where separated pools are presently maintained.

Section 6(a).

1. Q. Can a non-promoted brakeman working the away from home terminal, be worked back as a conductor under "emergency conditions"?

A. No, a promoted conductor must be used in this case.

2. Q. Does a pilot job, work train, or extra train at the away-from-home terminal constitute an emergency under this paragraph?

A. No. Extra jobs are not normally an emergency.

3. Q. Define a one time "emergency" basis as used in this section?

A. The term one time "emergency" basis means that a promoted brakeman may be used for only one trip (either an intermediate trip or a trip to the home terminal) if called for service as a conductor at the away from home terminal. For example, a conductor becomes ill or is called home due to a family emergency and time constraints do not permit the Carrier to deadhead a conductor from the source of supply to protect the vacancy.

Section 6(b).

1. Q. Do conductors go on continuous held away-from-home terminal time after twelve (12) hours?
A. No.
2. Q. Does held-away-from home terminal cease when called on duty or when the brakeman departs the away from home terminal?
A. HAFHT pay shall cease at the time pay begins for service or deadheading.
3. Q. Article I, section 6(b) provides for "held-away-from-home- terminal" time to be paid continuously after being held for twelve (12) hours. A brakeman works to an away-from-home terminal and is called for a deadhead after being held thirty-six (36) hours at the away-from-home terminal. What payment is due the brakeman?
A. The brakeman would be due payment for all hours in excess of twelve (12) hours, in this case twenty-four hours, plus no less than the line mileage (with the minimum of a basic day) for the return trip.
4. Q Under the language of Article I, Section 6(b), if a brakeman is held for twenty (20) hours, called and then not used, held an additional four (4) hours and then deadheaded to his home terminal, what payment would be due?
A. The brakeman would be allowed twelve (12) hours HAFHT, plus no less than the line mileage (with the minimum of a basic day) for the return trip, plus payment due under his schedule Agreement for called and not used.
5. Q. Does Article I, Section 6(b) apply where a brakeman is deadheaded to the away-from-home terminal and held more than twelve hours?
A. Yes.

Section 6(c).

1. Q. Does Article I, Section 6(c) prevent the carrier from deadheading a brakeman from the away-from-home terminal to the home terminal and compensate the brakeman on the basis or a basic day?
A. A brakeman used according to Article I, Section 6(c) will not be paid less than the line miles (with the minimum of a basic day) between the away-from-home terminal and the

home terminal, regardless of whether the brakeman performs service or is deadheaded.

2. Q. Would the answer to the above question be the same in pools where the carrier elects to operate the train crews as a combined conductor and brakeman crew?
A. No. The Carrier has the right to operate through freight pools with a brakeman regularly assigned with the conductor. Where the Carrier elects to do so, the brakeman positions on the individual pool turns will be open to seniority selection pursuant to the applicable provisions of prevailing schedule rules. The brakeman will be operated in combination with the conductor and all applicable schedule rules, including the deadheading provision, apply to the entire combined crew.
3. Q. Does this section contemplate paying the brakeman no less than line miles for a deadhead from the home terminal to the away-from-home terminal?
A. No. Article I, Section 6(c) only applies to a brakeman who is deadheaded from the away-from-home terminal to the home terminal.

Section 6(d).

1. Q. Does Section 6(d) set aside agreements providing that crews will not be required to make more than one (1) turn around trip out of the away-from-home terminal before returning to the home terminal?
A. No. Existing agreements limiting the number of turn around assignments at the away-from-home terminal remain unchanged and will apply to individual conductors and brakeman in the same manner as they previously applied to crews consisting of a conductor and one or more brakemen.
2. Q. What will a brakeman be paid if run-around at the away-from-home terminal?
A. Such brakeman run-around at the away-from-home terminal will be allowed the penalties for run-arounds due under applicable schedule rules.

Section 7.

1. Q. What is meant by the term "non-craft employee"?
- A. "Non-craft employee" means any employee other than a conductor, brakeman or yardman employed by Burlington Northern Railroad.

Article II (Reserve Board)

1. Q. How long will the reserve board last?
 - A. The reserve board will be maintained any time a conductor, brakeman, yard foreman or switchman who rendered compensated train or yard service prior to the effective date of this agreement and could have held a position in train or yard service under the crew consist rules previously in effect, cannot hold such a position in active service.

Section 1(b).

1. Q. How will the carrier determine "who would have been able to hold a position in active service under the crew consist rules in effect immediately prior to the effective date of this agreement"?
 - A. At any time when it is necessary to determine who would have been able to hold a position in active service under the crew consist rules in effect immediately prior to the effective date of this agreement, the carrier will apply rules in effect prior to the effective date of the agreement to the actual service in place at the time the determination is to be made.
2. Q. How will the appropriate number of extra board positions be calculated?
 - A. Utilizing a ratio of the extra positions to regular positions, as reflected by the actual ratios existing under the Crew Consist Agreements in effect on March 7, 1993.
3. Q. Is it possible to have people on furlough as well as in reserve status if there is a reduction in business?
 - A. Yes. An employee who would have been unable to hold a regular or extra position in train or yard service anywhere on the seniority district under provisions of the crew consist agreements in effect immediately prior to the effective date of this agreement may be furloughed. The carrier has the burden of proving the employee could not have held a position prior to implementation of this agreement.

Section 2(b).

1. Q. Will the carrier include yardmaster and engineer earnings received during the previous twelve (12) month period when computing reserve board pay under section 2 (b) (ii) for employees with yardmaster or engineer seniority?
A. Yes.
2. Q. An employee was in the Engineer Training Program during the months of June through November of 1992, but is not working as a brakeman. Will the months of June, July, August, September, October and November, 1992, be counted in calculating reserve board pay under Article II, Section 2 (b) (ii)?
A. No. Those months, June through November, 1992, will be excluded and the period will be extended back an additional six (6) months to attain twelve (12) full calendar months.

Section 2(c).

1. Q. An employee was out of service for two (2) years and then returned to service four (4) months prior to the effective date of this Agreement. What period will be used to calculate his reserve board pay under Article II, Section 2 (b) (ii)?
A. The four (4) full months immediately prior plus the eight (8) full months immediately prior to the absence will be used to attain twelve (12) full calendar months.

Section 2(d).

1. Q. Can employee earnings (equivalent daily rate) be adjusted upward when time claims, claimed during the qualifying period but not paid until a later date, are subsequently paid?
A. Yes. Amount(s) will be added to qualifying period amount and readjusted to reflect additional earnings.
2. Q. Are the equivalent daily rates for reserve board employees subject to entry rates?
A. No.

Section 3.

1. Q. How will they employees know when the number of employees in reserve status drops below 600 on seniority districts 1-5?
A. The carrier will advise the General Chairman each pay period regarding the number of employees in reserve status.
2. Q. After the number of employees in reserve status drops below 600 and active employees are permitted to displace a junior employee in reserve status, if there is a decline in business which results in more than 600 reserve status employees on the combined seniority districts, will the seniority reserve board provisions contained in Attachment 1A remain in effect?
A. Yes. Once the number of reserve board employees drops below 600 for two consecutive payroll periods, the reserve board will thereafter operate in accordance with the procedures set forth in Attachment 1A.
3. Q. How is it determined whether an employee is entitled to 75% of the basic 5-day yard helper rate or 75% of his earnings during the twelve (12) full calendar month period immediately preceding the effective date of the agreement after the number of reserve status employees drops below 600 and seniority reserve boards are established?
A. Any time an employee exercises seniority in order to voluntarily access reserve board status, that employee will receive pay based upon 75% of the basic 5-day yard helper rate. Employees who are in reserve board status due to being unable to hold a position in active service on the subdivided seniority district will receive reserve board pay based upon either 75% of the basic 5-day yard helper rate of pay or 75% of his earnings during the twelve (12) full calendar month period immediately preceding the effective date of this Agreement, whichever is the greatest.

Section 5(a).

1. Q. When will an employee with engineer or yardmaster seniority who is in reserve status be required to report for duty if recalled to active service as an engineer or yardmaster?
A. Employees recalled to active service for permanent vacancies in either engine service or as a yardmaster will be recalled pursuant to the terms at the agreement between the carrier and the organization representing the craft to which the employee is recalled.

2. Q. Will an employee with engineer or yardmaster seniority who is in reserve status be subject to the conditions set forth under Article II, Section 5, (b) when required to report for engineer or yardmaster service before the expiration of 15 days?
- A. No. The employee is ineligible for reserve status when required to be working a regular position in the other craft under provision of Section 7 of Attachment 1 to this Agreement.
3. Q. Will the carrier post information regarding the current status or reserve boards for the employees?
- A. Yes, that information will be available along with other crew board records. If an employee is leaving town, etc. the employee may also request information regarding his standing on the reserve board by telephone.

Section 5(b).

1. Q. Can the Carrier require an employee to return to active service (from reserve board status) in less than fifteen (15) days from the date of notice?
- A. No. Employees in reserve board status must hold themselves available for return to active service upon fifteen (15) days notice. The carrier cannot compel an employee to report for active service prior to the fifteen (15) day period(however, if the carrier requests that an employee report sooner, the employee would be governed by the provisions of Article II, Section 5(b). The carrier cannot arbitrarily stop an employee's reserve board pay prior to the end of the fifteen (15) day notification period when the employee does not report for active service.

For example:

An employee is notified on the 1st of the month and is requested to report for active service on the 5th of the month. The employee could not be compelled to report prior to the 15th of the month; however, if he did report on the 5th of the month, his reserve board pay would continue to be paid in addition to his service earnings for seven (7) days after he reported far duty, or until the 11th of the month.

An employee is notified on the 1st of the month and is requested to report for active service on the 10th of the month. The employee could not be compelled to report before the 15th of the month; however, if he did report on

the 10th of the month, his reserve board pay would continue to be paid in addition to his service earnings until the fifteen (15) day notification period expired on the 15th of the month.

2. Q. Will employees in reserve status receive payments for physical and rules examinations, etc. in addition to reserve board payments?
A. No. Reserve board employees will however receive penalty time claims in addition to their reserve board pay.
3. Q. May a reserve board employee file written request for recall at another location on the seniority district?
A. Yes. For purposes of recall the employee will thereafter be treated as if he is on the reserve board at both locations.

Section 7

1. Q. Other employment while in reserve status is permissible so long as there is no conflict of interest. What does "conflict of interest" mean?
A. The employee may not accept employment which may monetarily disadvantage Burlington Northern Railroad. In case of uncertainty, the employee should contact system labor relations prior to accepting other employment.
2. Q. Will the carrier provide employees in reserve and volunteer surplus status the opportunity to apply for the Locomotive Engineer Training Program during the time they are in reserve or volunteer surplus status?
A. Yes. Employees in reserve and volunteer surplus status on each seniority district will be notified via certified mail (return receipt requested).

Section 8(a).

1. Q. Since both yard and road employees will be assigned to a common reserve board, will each day spent on the reserve board count as 1.6 vacation qualifying days?
A. Yes.

2. Q. How will an employee who is in reserve status be compensated for vacation?
 - A. The employee will either be compensated at 1/52 of the previous years earnings (including reserve board pay) or five (5) days reserve board pay, whichever is greater, for each week of vacation.
3. Q. Do reserve status employees qualifying for vacation based on reserve board time collect vacation pay beginning January 1st?
 - A. Yes, if the employee is in reserve status. If the employee is not in reserve status on January 1, he will receive a vacation or pay in lieu thereof during the year. In the event the employee returns to the reserve board before receiving vacation in active service, he will be compensated for vacation immediately after returning to reserve status.

Section 8(b).

4. Q. How are employees in reserve board status handled in regard to the assignment and taking of vacations?
 - A. Employees who qualify for vacation only by including reserve board status pay will not be assigned a vacation, but will be paid one week of vacation for each week they remain in reserve statue (subject to fifteen (15) day recall provisions) until they have been paid for their vacation eligibility.

Section 11.

1. Q. If a reserve status employee with yardmaster seniority is used as an extra yardmaster, will yardmaster earnings be deducted from reserve board pay?
 - A. No. The employee will receive the yardmaster earnings in addition to his reserve board pay.

Section 12.

1. Q. Can a BN merger protected employee be required to relocate outside his subdivided seniority district under the terms of the "Blue Book" or "Red Book" implementing Agreements if his relocation causes another active employee to be placed in reserve status at the new location as a result of this move?

A. No.
2. Q. Is a reserve status employee entitled to receive merger guarantee payments or displacement allowances derived from other protective conditions or arrangements?

A. Yes, subject to the conditions, responsibilities and obligations accompanying such benefits.
3. Q. Will an employee's C-1 BN/Amtrak protection or other protective guarantee pay be included as a part of the previous twelve (12) months earnings when determining the employee's reserve board pay?

A. No. The employee can claim C-1 or other protective guarantee pay while in reserve status.

Article III (Guaranteed Extra Boards)

Section 1(a).

1. Q. Will brakemen electing to mark to the brakemen's extra list be required to be conductor qualified?
A. No.
2. Q. If only a conductor's extra board is maintained, will a prior right brakeman without conductor's qualification, be forced to the reserve board?
A. Yes, if he can not hold a position as a brakeman or yardman on his subdivided seniority district and does not elect to exercise seniority to an available position elsewhere on the seniority district.

Section 1(b).

1. Q. In the event that conductor and brakemen's extra board both become exhausted, how will they be supplemented?
A. If the conductor and brakeman's extra board are both exhausted they will be supplemented in accordance with existing rules and practices.
2. Q. When one board is supplemented from the other, to which are the earnings for board calculating purposes attributed, the board supplemented, or the board supplementing?
A. The board supplemented, those earnings would be included in applying Article III, Section 1 (g).

Section 1 (c).

1. Q. When will a guaranteed brakeman's extra board be blanked?
A. A brakemen's guaranteed extra board may be blanked if the work opportunities for one brakeman are insufficient to permit manning such board without regular guarantee payments.
2. Q. What are considered to be regular guarantee payments?
A. Guarantee payments in two or more consecutive pay periods.

Section 1 (d).

1. Q. Does "first-in, first-out" change practices in effect prior to the effective date of this agreement governing the operation of rotary extra boards?
A. No.

Section 1 (e). (g).

1. Q. Will the carrier provides the Local Chairman with copies of the computations and records used to determine the proper number of employees to assign to the extra boards under Article III, Section 1?
A. Yes, at the request of the Local Chairman.

Section 2 (b).

2. A. Will an employee who is forced to a guaranteed extra board at 1:00 pm on Monday be entitled to claim guarantee for that day?
Q. An employee who is force assigned or displaced from a guaranteed extra board will be entitled to claim guarantee for that day regardless of the time when the act occurs.

Section 2 (c). (i).

1. Q. Are yard extra board employees required to protect road assignments when the road extra boards are exhausted?
A. Yard extra boards will continue to protect temporary vacancies for brakeman assignments when both road extra boards are exhausted.

Section 3.

1. Q. What is an example of an application of the prohibition against "duplication or pyramiding of benefits" mentioned in Article III, section 3?
A. Extra board guarantee payments may be used to offset any merger guarantee or other protective payments.

Article V (Volunteer Surplus Status)

Section 2.

1. Q. How many employees will be entitled to request "volunteer surplus status" on each subdivided seniority district?
 - A. Any employee on a subdivided seniority district where there are surplus employees after voluntary separation requests have been processed will be given the opportunity to select volunteer surplus status. At locations where there is a shortage of employees after voluntary separation requests are processed, the Carrier will advertise the available positions to an exercise of seniority and delay separations until the vacancies are filled either by an exercise of seniority or force assigning the appropriate employee under existing rules and agreements.

2. Q. What is the relationship between volunteer surplus status and engine service. May an employee in train and yard service who also has seniority in engine service select voluntary surplus status? If so, will that employee be recalled to engine service when needed? If recalled to engine service, then furloughed from engine service, may that employee return to volunteer surplus status?
 - A. The employee with seniority in both train/yard and engine service is entitled to select volunteer surplus status, if the employee is in active service as trainman or yardman when volunteer surplus status is established. The employee will be subject to recall to engine service pursuant to schedule rules and agreements applicable to that craft. If the employee is again reduced from engine service and is unable to hold a position in active service on the subdivided seniority district as a result of the implementation of this agreement, the employee may select reserve status. If seniority reserve boards are in effect, Attachment 1A will apply.

3. Q. Will the carrier post information regarding the current status of the volunteer surplus board?
 - A. Yes, that information will be available along with other crew board records.

Section 4 (a).

1. Q. Will employees in volunteer surplus status be entitled to collect merger guarantee or other existing displacement allowances?
 - A. Employees in voluntary surplus status will not be entitled to collect merger guarantee or other existing displacement allowances during the period of time when they are in volunteer surplus status. Such protective benefits will be reinstated after the employee is recalled to active service.

Section 4 (b).

1. Q. Will an employee assigned to volunteer surplus status receive vacation pay earned in 1992?
 - A. Yes. An employee who has not received paid vacation prior to entering volunteer surplus status will receive pay in lieu of vacation.

Section 4 (c).

1. Q. If an employee in volunteer surplus status dies will the difference between \$60,000 and the gross amount of the payments previously received be paid to the employee's estate?
 - A. Yes.
2. Q. Can an employee be returned to Voluntary Surplus Status after being recalled to active service?
 - A. No. Once the employee is recalled to active service, he will be entitled to reserve status if unable to hold a position on his subdivided seniority district.

Section 4 (d).

1. Q. Do volunteer surplus status payments end if the employee is recalled to active service prior to depleting the entire \$60,000 amount?
 - A. Yes.

Section 5.

1. Q. If an employee in volunteer surplus status has not been recalled to active service prior to receiving the final payment, will health and welfare coverage continue?
 - A. Health and Welfare coverage will continue until the end of the month following the month in which an employee last receives compensation under this Article.

Section 7.

1. Q. Is an employee in volunteer surplus status eligible for any subsequent separation offers made under Article VI, Section 2, (c)?
 - A. A. No, not unless the employee has been recalled and is in active service as a trainman/yardman.

Section 8.

1. Q. Are employees in volunteer surplus status required to take rules and physical examinations?
 - A. Employees in volunteer surplus status will not be required to take physical, rules or promotion examinations until recalled to active service.

Article VI (VOLUNTARY SEPARATION)

Section 1.

1. Q. Will the lump sum payments under Article XII, the signing bonus under Article XIII and any unpaid vacation be payable to those employees requesting and granted separation under Article VI in addition to the separation allowance?
 - A. Yes.

ARTICLE VII (IMPLEMENTATION)

Section 2.

1. Q. Will train and yard crews continue to work with the current number of brakemen and helpers until after the carrier has processed applications for voluntary severance?
A. Yes.
2. Q. Can furloughed employees apply for separation?
A. Yes, however their applications will not be considered until they are recalled to active service or qualify for reserve status.

Section 7.

1. Q. Article II Section 3, provides for the exercise of seniority to reserve board status after the total number of employees receiving reserve board payments on seniority Districts 1-5 combined drops below 600 on two consecutive payroll periods. Would these provisions apply during the initial period of implementation of the changes in crew consist under the Agreement?
A. The two consecutive payroll periods referred to in Article II, Section 3, must occur after full implementation of this agreement. (Severances, voluntary surplus status, reserve status and guaranteed extra boards are established)

ARTICLE VIII (PRODUCTIVITY FUND)

Section 1.

1. Q. Are employees, either forced or volunteering for reserve status eligible for payment, or accrual, of productivity shares for time spent on reserve boards?
A. No.
2. Q. Are employees who hired out after December 5, 1980 eligible to participate in the productivity fund?
A. No.
3. Q. Will vacation taken while on the reserve board count as Productivity Shares the same as vacation taken off active yard or road assignments?
A. An employee in reserve status who is receiving vacation pay based on the previous years actual earning will receive one productivity fund share for each day of paid vacation under provision of Article 17 of the December 5, 1980 Crew Consist Agreement. Reserve status employees who are eligible for vacation pay based upon reserve board time will not receive productivity fund shares.
4. Q. Will Productivity fund checks be issued to eligible employees for accumulated payments to the Boatman's trust fund for the period November 1, 1992 through the effective date of this agreement?
A. Yes.

Section 2.

1. Q. Will personal leave days be counted as credits or productivity fund shares?
A. No.

ARTICLE IX (SPECIAL ALLOWANCE)

1. Q. In road service when conductor-only or reduced crew is deadheaded either to or from the home terminal, is the Special Allowance Payable?

A. No. Individual employees or crews are not entitled to the special allowance when deadheading.
2. Q. Is the \$20.00 and \$15.00 Special Allowance referred to in Article IX paid in addition to the \$8.11 Special Allowance provided for in Article 16 of the Crew Consist Agreement dated December 5, 1980?

A. No. The increased Special Allowances provided for in this Agreement replaces the Special Allowance provided for in the December 5, 1980 Crew Consist Agreement.
3. Q. Would an employee working on a conductor-only crew be entitled to receive the Special Allowance provided for in Article IX, paragraph (b) in addition to the Special Allowance amount provided for in Article IX, paragraph (a)?

A. No. The employee would only receive the \$20.00 Special Allowance. Each employee working on a crew consisting of a conductor/foreman and brakeman/helper is entitled to the \$15.00 Special Allowance.
4. Q. Does the \$20.00 Special Allowance under Article IX, paragraph (b) apply to single-position assignments such as pilots, skatemen and car retarder operators?

A. No, except as provided for utility yardman under Article X, Section 3.

Article X (Utility Yardmen)

Section 2(a).

1. Q. Would the utility yardman receive air pay for coupling and uncoupling air hoses of engines or cars?
A. Yes, if employed prior to October 31, 1985.
2. Q. Are utility yardman assignments subject to starting time rules?
A. Yes, utility yardman assignments will come under the starting time rules applicable to other yard service assignments?

Section 2(c).

1. Q. Does the position of switchtender still exist?
A. Existing rules providing for the employment and use of switchtenders are not changed.
2. Q. Are there any circumstances which would result in a switchtender qualifying for the special allowance specified in Articles IX?
A. Switchtenders are not entitled to the special allowances.
3. Q. Does Article X eliminate the application of existing rules and/or Agreements which govern the assignment of Yard Pilots to self-propelled vehicles or machines?
A. No.

Section 2(e).

1. Q. Article X allows the Carrier to attach a utility yardman to a road crew in order to provide assistance to the crew. Does this affect the amount of work a conductor-only crew can perform at terminals under the terms of this Agreement?
A. No. Crews in conductor-only operation are allowed to do certain work events at terminals, without regard to whether or not a utility yardman assists with such work.

2. Q. If a utility yardman assists a conductor-only crew in receiving or yarding the train off of multiple tracks would he be entitled to the crew consist Special Allowance?
- A. Yes. Under these types of circumstances the utility yardman is attached to the crew for the purpose of assisting the crew in its work.

Section 2(f).

1. Q. In the event the foreman on a yard crew consisting of a foreman and one or more helpers fails to report or discontinues service prior to the completion of the shift, may a utility yardman be assigned to fill the foremen vacancy for two (2) hours?
- A. Yes, if a replacement foreman is called. If a replacement foreman is not available, (including employees available at the punitive rate) the utility yardman may be used for the remainder of the shift and will be released from duty with the crew to which he was assigned.
2. Q. A utility yardman reports for duty at 4:00 pm. At 8:30 pm a yard helper on a 2:30 p.m. starting time assignment, discontinues service due to injury or sickness. May the carrier use the utility yardman to fill the vacant yard helper position on the 2:30 p.m. assignment?
- A. Yes, under certain circumstances. If there is an extra yardman available (including yardmen available for service at the punitive rate) who is called to fill the vacated position, a utility yardman may be used to temporarily fill the position for a period not to exceed two (2) hours. If there are less than two (2) hours remaining in the shift, the carrier will not be required to call a replacement extra yardman and a utility yardman may be used to fill the vacated position for the remainder of the shift. The utility yardman will be considered as attached to the crew and will be released from service with the crew at the completion of their tour of duty.

ARTICLE XI
ARTICLE X11 OF THE OCTOBER 31, 1985 NATIONAL AGREEMENT
(APPLICATION)

1. Q. Will employees with less than three (3) years seniority be terminated if they are in reserve status or are furloughed for a period of one year?

A. No. Article XI stipulates that the forfeiture of seniority provisions contained in Article XII of the October 31, 1985 National Agreement will not apply to existing employees.

Article XII
(Application of the recommendations of PEB 219)

Section 1.

1. Q. Will the provisions of Document "A" at the "Implementing Documents" dated November 1, 1991 be applied and implemented as written or as written and modified by provisions of the Agreement?

A. Provisions of Document "A" at the "Implementing Documents" dated November 1, 1991 will be applied and implemented as modified by provisions of this Agreement. For example, Article I, Section 2 modifies the work a conductor-only crew can perform at the initial and final terminals as well as between terminals.

Section 2.

1. Q. Will ratification of this Agreement result in the carrier seeking to recover previous payments made to the employee which exceed those provided for in PEB 219?

A. No. The carrier will not seek reimbursement for any payments which exceeded those provided for in PEB 219 made to employees prior to the effective date of this agreement, for example: the recapture of losses due to paying through freight service at the 118 mile day instead of at the 122 mile day since January 1, 1993.
2. Q. Will ratification of this Agreement require the withdrawal of any or all claims under appeal?

A. The answer to this question is affirmative but limited to those claims resulting directly and as a result at PEB 219. Claims stemming from issues apart from the implementation at provisions of PEB 219 prior to the effective date of this agreement will be unaffected.
3. Q. Will an employee on the "Wage Continuation Program" be eligible to receive the lump sum payments provided for in Document "A" that were payable prior to the effective date at this agreement and that have not been already paid by the carrier?

A. Yes.

Article XIII (Signing bonus)

Section 1.

1. Q. Will the \$5,000 signing bonus be in addition to any lump sum payments referred to in Article XII?
A. Yes.

Section 3.

1. Q. Are employees who are in engineer training program eligible for the signing bonus?
A. Yes upon satisfying the conditions set forth in Article XIII, Section 3.
2. Q. Will an employee on the "Wage Continuation Program" be eligible to receive payment of the signing bonus?
A. Yes, after completing 60 consecutive days in active service or in reserve status an employee making application will receive the \$5,000 bonus.
7. Q. Are train service employees who are filling Hostler position under Article XIII, Section 1, Paragraph 10, (c) or the October 31, 1985 National Agreement eligible for the signing bonus?
A. Yes.
4. Q. Is the 60 day period set forth under Article XIII, Section 3, consecutive or cumulative?
A. After completing 60 consecutive days in active service as a trainman/yardman or in reserve status an employee making application will receive the \$5,000.

(Attachment 1, Reserve Boards)

Section 2.

1. Q. May a reserve board employee file written request for recall at another location on the seniority district?
 - A. Yes. For purposes of recall the employee will thereafter be created as if he is on the reserve board at both locations.

Section 7.

1. Q. Does an employee in reserve status retain the right to exercise seniority as a yardmaster or engineer?
 - A. There is no change in existing rules providing for an exercise of seniority to a yardmaster or engineer position. An employee may not remain in reserve status when required to exercise seniority to an engineer or yardmaster position under prevailing rules and agreements.
2. Q. Do trainmen/yardmen with engineer's seniority have to exercise engineer seniority off of their subdivided seniority district, prior to entering reserve status?
 - A. No. They may elect to accept reserve status until such time as they are required to fill an engineer vacancy in accordance with prevailing schedule rules or agreements.

(Attachment 1A, Seniority Reserve Boards)

1. Q. What is the, purpose of the note: "Employees in volunteer surplus status are not considered employee in active service"?
- A. Employees in volunteer surplus status are not considered to be active employees and may not exercise seniority to seniority reserve boards. Employees in volunteer surplus statue will not required to take physical, rules or promotion examinations until they are recalled to active service.

(Attachment 2, Reserve Board Pay)

Section 1.

1. Q. The equivalent daily rate based on 75% of the 5-day yard rate is subject to general wage increases but the rate based on 75% of an employee's test period earnings is not subject to general wags increase. If 75% of the 5-day yard becomes a larger amount through subsequent wage increases, will the higher rate automatically be paid?
 - A. Yes.

Section 2.

1. Q. What payments would be excluded from the computation of an employee's equivalent daily rate?
 - A. Productivity fund payments, special allowance, protective agreement payments such as merger guarantee pay, meal and lodging allowances and other expense reimbursements.

(Attachment 4, conductor promotion)

Section 1.

1. Q. Section 1 provides for preparation of a roster for all unpromoted trainmen/yardmen ranked in their seniority order as brakemen. Where will those conductors promoted subsequent to the effective date of this agreement be placed in relation to conductors who were on the roster immediately prior to implementation of this Agreement?
 - A. Trainmen/yardmen promoted to conductor subsequent to the effective date of the Agreement under provisions of Attachment 4 will be placed on the roster in seniority order (regardless of when they are promoted) immediately behind the most junior conductor on the seniority district on the day prior to the effective date of this Agreement.

2. Q. Can employees promoted to conductor subsequent to the effective date of the agreement, that were assigned a conductor's seniority rank established by their standing on the trainmen/yardmen's roster as set forth in Section 1, be used or assigned as a conductor in preference to employees whose seniority in the craft of conductor precedes the date of this agreement?
 - A. No. Employees who establish seniority as conductor after the effective date of this agreement will be junior in rank to employees who established seniority as conductor prior to the effective date of the agreement.

3. Q. Will junior conductors be permitted to hold conductor positions not accepted by senior conductors?
 - A. Yes.

4. Q. Will the seniority rank of conductors promoted prior to the effective date of this Agreement remain unaltered by provisions of Attachment 4, Section 1?
 - A. Yes.

5. Q. Will employees placed on the conductors' Roster described in Attachment 4 follow in seniority those employees promoted to conductor prior to the effective date of this agreement?
 - A. Yes.

Section 3.

1. Q. When conductor tests reopen, will engineers who previously did not take conductor's test be eligible to promote?
A. Engineers who retain seniority in train service will be permitted to accept promotion to conductor.

Section 3(d).

1. Q. If trainmen/yardmen fail a third examination, what rank do they assume if successful on subsequent exams?
A. Trainmen/yardmen described in Section 3 will assume the rank of conductor reserved for them on the roster described in Section 1, regardless of when they complete promotion.

Section 4(a).

1. Q. If a demoted conductor in active service becomes assigned to a conductor vacancy under this provision while a senior conductor is in reserve status (because he did not request such assignment under section 4(a)), will that senior conductor be considered as being in voluntary reserve status and therefore subject to the lower reserve board pay (i.e., 75% of the yard rate)?
A. No. The circumstance cited above will have no effect on the employee's reserve board pay.

Section 5.

1. Q. Does this section allow a conductor to work as a brakeman or yardman when he could otherwise be working as a conductor?
A. Yes.

Section 5.

2. Q. If a promoted conductor exercises seniority to the yard, what restrictions apply?
A. Road service employees who exercise seniority to yard service, must remain in the yard for a period of sixty (60) days before returning to road service.

(Side letter no. 5)

1. Q. Does this letter mean that the provisions of 1980 Crew Consist Agreement concerning: Portable radios, reasonable lay-off, step-up provisions at the away from home terminal, and use of discipline to reduce protected employees remain in effect?
- A. The December 5, 1980 Crew Consist Agreement remains in effect except as specifically modified by this Agreement.

(Side letter no. 8)

1. Q. After the effective date of the agreement, will employees who established seniority in train service prior to November 1, 1985 be required to accept promotion to conductor?
- A. No, unless there are no conductors to protect the requirements of conductor service on the subdivided seniority district (including conductors in reserve status and voluntary surplus status).

MEMORANDUM OF UNDERSTANDING
Between
BURLINGTON NORTHERN RAILROAD
and
UNITED TRANSPORTATION UNION (NPY)

SECTION 1.

- (a) All yard assignments will be governed by former Northern Pacific Schedule rules, interpretations and agreements applicable to yard service, except as otherwise provided in this agreement.
- (b) All yard assignments will be shown on a yard crew board consistent with rules and practices on the former Northern Pacific Railway. The daily markup system applicable on the former Northern Pacific Railway will apply to employees on such yard assignments.

SECTION 2.

- (a) The yard crew board will be marked up each day as nearly as possible at 1:00 P.M. Regular yardmen desiring to exercise seniority to some other assignment or reporting for service after laying off or leave of absence will do so prior to 11:00 A.M.
- (b) Extra switchmen will not be marked on vacancies at markup time but instead will be called as nearly as possible one and one-half (1-1/2) hours prior to the designated time for reporting for duty. Extra men will be subject to call at any time unless laying off. Rule 25 - Missing Calls - as contained in the former Great Northern Schedule Agreement effective September 1, 1957 will apply to extra men.

NOTE: The Carrier may annul a regular engine at any time prior to the 11:00 A.M. mark-up. Regular yardmen affected thereby may exercise their seniority in accordance with applicable schedule rules. In the event a regular engine is annulled, a regular yardman (who because of his seniority standing is unable to place himself on a regular engine or shift on the day on which the regular engine is annulled) will revert to the status of an extra man on such day or days, and

will be called for yard service vacancies arising after the close of board mark-up in seniority order ahead of yardmen assigned to the guaranteed extra board.

- (c) Extra men to be called for vacancies on regular assignments in the 10:30 P.M. - 12:00 Midnight starting time bracket will be called before 9:00 P.M. There will be no penalty for an extra man not available after 9:00 P.M.

SECTION 3.

- (a) When vacancies in "days off" periods occur, such "days off" shall be bulletined for seniority preference by posting notice at the 11:00 A.M. markup. Yardmen may make application in writing, signifying their choices of such available "days off" periods and the senior applicants will be assigned at 11:00 A.M. on the seventh day of the vacancy.
- (b) An extra engine worked more than three (3) consecutive days in the same starting time bracket will become subject to the conditions of a regular assignment; however, the days off period(s) created thereby will not be bulletined for seniority preference until such engine is continued in service for a total of seven (7) consecutive days.

SECTION 4.

- (a) A vacancy occurring in the position of yard foreman **AFTER** the 1:00 P.M. markup will first be filled by the senior available regularly assigned yard helper, marked up as such who has not already worked or commenced service that calendar day and who is marked on a yard crew assignment with the same starting time of an assignment which goes on duty at the same point as that on which the foreman's vacancy occurred, if he so desires.
- (b) If none of the regularly assigned yard helpers, as provided in Section 4, (a) above, desires to act as yard foreman, such vacancy will be filled by the first out available qualified yard foremen on the extra board.
- (c) In the event the yard extra board is exhausted and no qualified yard foreman is available, the senior available regular yardman, qualified as yard foreman, on his assigned days off who has signified in writing his desire to be used

for extra work will be used to fill the vacancy as yard foreman.

- (d) A vacancy in the position of yard helper resulting from filling a yard foreman's vacancy described in Section 4, (a) hereof, will first be filled from the guaranteed yard extra board.
- (e) A vacancy in the position of yard foreman not filled **PRIOR** to the close of the 1 P.M. board mark up, will be filled by a qualified yard foreman off the extra board.
- (f) In the event the extra board is exhausted of available rested qualified yard foremen, the junior available rested qualified yard helper marked up as such who has not already worked or commenced service on that calendar day and who is marked up on a yard crew assignment with the same starting time of an assignment which goes on duty at the same point as that on which the yard foreman vacancy exists will be called and used.
- (g) In the event that the extra board is exhausted and no qualified yard foreman is available, as set forth in Section 4, (f) above, the senior available regular yardman qualified as yard foreman on his assigned days off who has signified in writing his desire to be used for extra work will be called and used to fill the yard foreman vacancy.

SECTION 5.

Guaranteed Rotary Extra Boards:

- (a) A guaranteed rotary extra board will be established and shown on the yard crew board by first assigning extra yardmen in their seniority order, thereafter such extra lists to be operated so that extra men will be marked up in turn on the extra board at the completion of shift regardless of tie-up time and the extra board will rotate in the manner handled on the former Great Northern except as modified hereinbelow.
- (b) A regular yardman may place himself on the guaranteed rotary extra board on the 15th or the last day of the month, provided that notice is given twenty-four (24) hours in advance of the time such yardman desires to be so placed. Such yardmen will initially be placed at the bottom of the extra board.
- (c) A regular yardman who voluntarily places himself on the extra board will remain on the extra board not less than thirty (30) days after which he may exercise seniority to

the "days off" of his choice provided he has sufficient seniority to displace the incumbent of such "days off" position and provided he does so prior to 11:00 A.M. on the day he elects to become a regular yardman.

- (d) The "days off" vacated as a result of a regularly assigned yardman electing to place on the extra board will be bulletined for seven (7) days and assigned to the senior applicant. The "days off" so vacated will be filled during such seven day period by temporarily assigning the junior yardman on the extra board.
- (e) The guaranteed yard extra board will be maintained consistent with the provisions contained in Article III of the Memorandum of Agreement dated May 20, 1993.
- (f) An extra man changing to a regular assignment, or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight (8) hours of work following such change.
- (g) Extra switchmen will not be permitted to lay off for less than a twenty-two and one-half (22½) hour period; and when reporting for duty after laying off, will be placed at the bottom of the extra list.
- (h) Extra yardmen who have worked eleven (11) straight-time shifts in the semi-monthly pay period will remain on the extra board, but will not be used during the remainder of the semi-monthly pay period if other extra men are available who can work at the straight-time rate.
- (i) In the event the extra list established in conformity with Section 5, (a) of this agreement becomes exhausted of employees available at the straight time rate, yardmen will be called in the following order:
 - 1. Regular yardmen on their assigned "days off" who have signified in writing their desire to be used for such extra work will be called in line with their seniority and availability, provided it would not result in their not being available to protect their regular assignment.
 - 2. When the supply of yardmen designated in Section 5, (i), 1. next above, is exhausted, regular yardmen working on the day of the vacancy who have signified in writing their desire to be used for such extra work

will be called in line with their seniority and availability provided it would not result in their not being available to protect their regular assignment.

NOTE: The term "availability" as used in this agreement means available (including those who may be available at the punitive rate) to commence work at the time and place designated for the engine or shift to start work, and available for eight (8) hours of service under the Hours of Service Law.

3. A list of regular yardmen who have expressed in writing their desire to be used for extra work under this Section 5, (i) will be set up, maintained and posted in the yard office. Regular yardmen expressing the desire to perform such extra work will be required to indicate by written applications the shift period or periods they will be available for, which will be shown on the list posted in the yard office.
4. Regular yardmen who have signified their desire to perform extra work under the provisions of this agreement will be required to protect such extra work for the shift period or periods as shown in their written applications, unless they seek and secure permission to lay off in the usual manner. A regular yardman signifying his desire to be used in conformity with Section 5, (i), 1. who requests and is granted permission to lay off on an assignment in one starting time bracket will not be called for another vacancy in the same starting time bracket. However, he will be entitled to be called for a vacancy occurring in a subsequent starting time bracket provided of course he has signified his desire to be used in such subsequent starting time bracket.
5. A regular yardman, whose name is on the list in conformity with the foregoing, may by written request have his name removed provided his name has been on the list for at least thirty (30) days. If he elects to have his name replaced on the list, he may do so by written application, effective not earlier than thirty (30) days from the date his name was last taken off the list.

NOTE: The foregoing paragraph is not intended to prevent a yardman, whose name is on the list, to

change designation of the shift period or periods he will be available for, once during any seven-day period commencing with Monday, provided such request is made in writing.

Regularly assigned yardmen failing to protect service under the provisions of this agreement will be considered as having temporarily withdrawn a request for such service. Thereafter, they may reinstate requests for extra work under the terms of this agreement by twenty-four (24) hour written notice to their supervisory officer.

6. Nothing contained in the provisions of this Section 5, (i) shall be construed as modifying or changing the provisions of the Memorandum of Understanding of September 10, 1952, except as herein specifically provided for.

SECTION 6.

- (a) Former Northern Pacific agreements relative to the air hose coupling function will be supplanted by former Great Northern Rule Nos. 63 and 65 as amended effective July 1, 1967.
- (b) It is understood that in consideration of the allowance provided in Section 6, (a) above, employees in yard service will not be entitled to any additional pay over and above the basic rate received for their tour of duty for any **yard service** performed by such employees within switching limits such as air tests and inspection, chaining up cars, re-railing cars, bleeding air, making reports, weighing cars or supplying cabooses where one is used by a yard crew.

SECTION 7.

A general description of the work to be performed by regular assignments, including the type of work contemplated for the assignment and location, will be posted but will not be construed or intended to mean that such assignments are restricted to such service or work location.

SECTION 8.

Switchtenders:

- (a) In the event switchtender positions are established, train and yardmen disabled in the service of the Company will be given preference for employment as switchtenders wherever injuries do not render them unfit for such duties. Disabled train and yardmen desiring to be considered in line for such positions may file applications with the

proper officer of the Company upon the division where the injury was received.

- (b) Permanent and temporary vacancies in the positions of switchtenders will be subject to the exercise of seniority by regular yardmen who will be paid at switchtender's rate.
- (c) In the event no regular yardman exercises seniority to a temporary vacancy on a switchtender's position, extra yardmen will be called in accordance with the provisions of Section 5 hereof and will be paid the yard helper's rate of pay.

SECTION 9.

Rules 10(b), 23(b) and 25 contained in the former Great Northern Railway Company Schedule for Switchmen are hereby attached and made a part of this agreement.

SECTION 10.

Nothing contained in the provisions of this agreement shall be construed as modifying or changing the provisions of the Memorandum of Understanding of September 10, 1952 except as herein specifically provided for.

SECTION 11.

- (a) This Memorandum of Understanding signed at St. Paul, Minnesota, this 20th day of May 1993 shall become effective May 20, 1993.

FOR
THE UNITED TRANSPORTATION UNION:

/s/ R. L. Marceau
General Chairman (NP)

FOR
BURLINGTON NORTHERN INC:

/s/ Joseph C. Hilly
Vice President-Labor Relations

APPROVED:

/s/ L. W. Swert
Assistant President

Section 5, (a) provides in part that:

"extra men will be marked up in turn on the extra board at the completion of shift regardless of tie-up time".

The following examples illustrate the intended application of the rule.

Yardman A is positioned first out and yardman B is second out in order of extra board rotation. Yardman A is called for an 8:00 am starting time job that works overtime and is released from duty at 8:00 pm. Yardman B is called for an 8:00 am starting time job and is released from duty at 4:00 pm. In this case, yardman A was called from the board ahead of yardman B and will be marked back to the board in turn ahead of yardman B at completion of the tour of duty.

Yardman A is called for a 2:30 pm job and yardman B is called for a 3:00 pm job. The locomotive assigned to the 3:00 pm job breaks down at 7:00 pm and Yardman B is released from duty. Yardman A continues working until released from duty at 10:30 pm. Yardman A will be marked back to the board in turn ahead of Yardman B.

Section 5, (h) stipulates that:

"extra yardmen who have worked eleven (11) straight-time shifts in the semi-monthly pay period will remain on the extra board, but will not be used during the remainder of the semi-monthly pay period if other extra men are available who can work at the straight-time rate".

Will an extra yardman who has worked eleven (11) straight-time shifts in the pay period remain first-out on the extra board until the next pay period unless called for overtime service?

Yes, an extra yardman who has eleven (11) straight time starts will rotate to the head of the board and remain in turn with other extra yardmen who have obtained eleven (11) straight time starts in the pay period, unless called for overtime, in which event the extra yardman will be marked to the foot of the board at the completion of the overtime shift.

RULE 25. Missing Calls.

When extra switchmen are not available at the time of call, or subsequent thereto, and thereby miss a regular shift or additional service that commences work within the three standard starting time periods, as referred to in Switchmen's Rule 10(b), they will be marked at the foot of the extra board after the expiration of twenty-two and one half (22½) hours from the time shift which they missed call went to work, unless extra board is exhausted or there are no extra switchmen with a legal rest period on the extra board.

When extra switchmen miss a call on an extra assignment that is called at other than one of the three standard starting time periods, as referred to in Rule 10(b), they will hold their place on the extra board provided that they are available for call in the following period in which regular assignments go to work.

EXAMPLE: Switchman "A" misses a call at 6:30 A.M. on May 10. Switchman "B" performs service on the 6:30 A.M. job on which "A" missed the call. Switchman "C" performs service on the second shift at 2:30 P.M., tying up at 10:30 P.M. Switchman "D" performs service on the second shift commencing at 4:00 P.M. and terminating at 11:59 P.M. Switchman "E" performs service on the third shift commencing at 10:30 P.M. and terminating at 6:30 A.M. When the extra board is marked at 6:30 A.M. on May 11, should Switchman "A" be marked ahead of Switchman "E"?

Switchman "A" cited in the above example missed a call at 6:30 A.M. on May 10. Switchman "A" should be marked on the extra board at 5:00 A.M. on May 11 in compliance with the 22½ hour provision of Rule 23(b). Switchman "E" terminated service at 6:30 A.M. on May 11. Accordingly, Switchman "A" should be marked on the extra board ahead of Switchman "E".

If Switchman "A" had missed a call at 8:00 A.M. on May 10, he should be marked on the extra board at 6:30 A.M. on May 11 behind Switchman "E", who terminated service at 6:30 A.M. If Switchman "E" had terminated service after 6:30 A.M. on May 11, he would be marked behind Switchman "A", who would be marked on the extra board at 6:30 A.M.

RULE 10. Starting Time.

(b) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A.M. and 8 A.M.; the second, 2:30 P.M. and 4:00 P.M.; and the third, 10:30 P.M. and 11:59 P.M.

RULE 23. Extra Lists.

(b). Rotary Extra Board.

On each seniority district, or sub-district where districts are subdivided, extra lists shall be maintained for switchmen, and switch tenders where same are employed. On the effective date of this agreement, switchmen not holding regular assignments on their respective seniority district or subdistricts, shall be assigned to such extra lists of their choice in their seniority order. Thereafter, extra switchmen will be worked on a rotary basis at the point assigned. For the purpose of maintaining the rotary basis, extra switchmen will be marked up in turn on the extra board at the completion of the shift, regardless of tie-up time.

Example: Switchmen "A", "B", "C" and "D" work 6:30 A.M. on different jobs; Switchman "A" ties up at 3:00 P.M.; Switchman "B" ties up at 2:45 P.M.; Switchman "C" ties up at 2:30 P.M., and Switchman "D" ties up at 2:15 P.M. Switchmen "A", "B", "C" and "D" will retain their relative standing on extra board for future services as their standing indicated at 6:30 A.M. Thereafter, Switchmen "A", "B", "C" and "D" will be called for subsequent service in the same relative order unless not available for eight hours' service under the provisions of the Federal Hours of Service Law, doubling through on the next shift, laying off, or missing a call as provided in Rule 25. Under this example, Switchman "A" is available for call from the extra board at 11:00 P.M., Switchman "B" at 10:45 P.M. and Switchmen "C" and "D" at 10:30 P.M.

When extra list switchmen are used to fill vacancies at points where an extra list is not maintained, including vacation period, such extra list switchmen will remain on the vacancy for its duration, or until displaced in compliance with the controlling schedule rules.

If the first-out switchman misses a call or lays off when called for an outlying point, such switchman, when returning to service, will be sent to relieve the switchman who accepted the call in his stead.