

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 a seniority date in train/yard service on or before July 29, 1991 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 the 10/25/91 Crew Consist Agreement if all employees in reserve status and "volunteer surplus status" under Article V of this Agreement were returned to active service.

(c) Employees who are on approved leaves of absence, who are out of service for discipline reasons, or those having seniority in other crafts, who are otherwise eligible for reserve status, will be governed by the provisions of Items 6 and 7 of Attachment 1 A 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 the 10/25/91 Crew Consist 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 A 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 the 10/25/91 Crew Consist 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 July 1, 1991.

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

(d) In each case, the employee's reserve board rate will be calculated as an "equivalent daily rate" as provided in Attachment 2 to this Agreement, and the employee will be paid the "equivalent daily rate" five days per week (Monday through Friday), so long as the employee is in reserve status.

Section 3.

Notwithstanding the other provisions of this Article, 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 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-A to this Agreement.

Section 6.

(a) Employees in reserve status will be subject to the same physical examination, rules and promotion requirements as employees who are in active service.

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

Section 7.

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

Section 8.

(a) Reserve status payments will be considered as compensable service in determining the compensation due for vacation. Vacation pay received while in reserve status will offset pay received under this Article (1 week vacation will offset 5 days reserve board pay). Time spent in reserve status will count in determining whether the employee is eligible for vacation in the succeeding year as well as in determining the length of vacation to which an employee, otherwise eligible, is entitled.

(b) Employees who qualify for vacation based upon actual service (excluding reserve board time) will be assigned vacations. Employees in reserve status who have been scheduled for vacation at the time vacations were assigned will be paid therefor as assigned. Employees in reserve board status who are eligible for vacation pay based upon reserve board time but have not been assigned a vacation period

will be paid one week of vacation for each week of reserve status until they have been paid for their vacation eligibility. Employees who were not assigned vacations and do not receive pay for all of their vacation eligibility while in reserve status will be allowed vacation, subject to the needs of service. If they are not allowed vacation, they will be paid in lieu thereof.

(c) Reserve board employees will be entitled to all lump sum payments which may be due as a result of this Agreement. Employees in reserve status who would have been subject to entry rates in active service will have the "weighted average entry rate" provided for in Article II, Section 7 of the Implementing Document dated November 1, 1991 applied to any lump sums payable under that document in the same manner it would have been applied had the employees remained in active service.

Section 9.

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

Section 10.

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

Section 11.

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

Section 12.

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

ARTICLE III - GUARANTEED EXTRA BOARDS

Section 1.

- (a) Except as provided in paragraph (c) of this section, separate guaranteed conductor and brakemen extra boards will protect all extra road service requirements. Guaranteed yard extra boards will protect all extra yard service requirements. This agreement is not intended to permit the establishment of combination road/yard extra boards where such boards are not presently permitted. The Carrier shall maintain a sufficient number of employees to permit reasonable lay off privileges and to protect the service including vacations and other extended vacancies. Except as provided in paragraph (g) of this Section, the Carrier will regulate the number of positions on the guaranteed extra boards established pursuant to this Article.
- (b) If one road extra board (conductors or brakemen) is exhausted, it will be supplemented first with the other board.
- (c) If, at a particular source of supply, a separate brakemen extra board cannot be maintained without employees assigned thereto incurring regular guarantee payments, then a separate brakemen extra board will not be manned at that source of supply. If a separate brakemen extra board is not manned, then the conductor's extra board will protect all extra road service requirements, both conductor and brakemen, until such time as sufficient work opportunities for brakemen are available to permit manning the 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 reduced from the extra board, regardless of the time of day, shall utilize that calendar day in the computation of the amount of the employee's payroll period compensation guarantee. Employees selecting seniority placement to or from an extra board in conformity with existing rules, will count only those full calendar days, (12:01 AM - 11:59 PM), the employee was listed on the extra board in computing the amount of the employee's payroll period

compensation guarantee. The amount of the employee's payroll period compensation guarantee may be prorated or reduced on the basis of 1/13, 1/14, 1/15 or 1/16 (depending on the number of days in the payroll period) for each 24 hour period or portion thereof, when an employee lays off or is otherwise unavailable for service.

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

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

(i) On Yardmen's extra boards, protecting yard service only, eleven (11) basic days at the yard helper's basic daily five day pro rata rate in addition to any holiday pay.

(ii) On Brakemen's extra boards, protecting road brakeman service only, seventeen (17) basic days at the brakeman's basic through freight (unassigned, less than 100 mile) rate of pay.

(iii) On Conductor's extra boards, protecting only road conductor's service, seventeen (17) basic days at the conductor's basic through freight (unassigned, less than 100 mile) rate of pay.

(iv) On combination extra boards protecting both road brakeman service and yard service, seventeen (17) basic days at the brakeman's basic through freight (unassigned, less than 100 mile) rate of pay.

(v) On combination extra boards protecting road conductor service, road brakeman service and yard service, 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 a seniority date in train/yard service on or before July 29, 1991 and retain an employment relationship on the effective date of this Agreement.

Section 2.

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

Section 3.

Employees applying for and assigned to volunteer surplus status must remain in that status until they are recalled to active service according to the terms of this Agreement or they retire, resign, die or are dismissed from service for cause. Employees in volunteer surplus status on a subdivided seniority district will not be recalled to active service until all employees in reserve status on the subdivided seniority district under Article II of this Agreement have been recalled to active service. Employees assigned to volunteer surplus status will be recalled to active service according to the provisions of Attachments 1 or 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 employee's entitlement to pay under this Article terminates during a payroll period, pay for that payroll period will be prorated based upon the number of days in that period the employee was eligible for pay divided by the number of calendar days in that payroll period.

Section 5.

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

Section 6.

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

Section 7.

(a) Employees in volunteer surplus status must hold themselves available for return to active service upon thirty (30) days of notice. Volunteer surplus status pay will continue, until the date the employee is directed to report for service. Date of notification will be the date the notice is received or first attempted delivery of certified mail (return receipt requested) notice to the last address on record with the Carrier's local officers, whichever date is earliest.

(b) Employees responding to a written recall and marking up "immediately" thereafter (on date the recall letter is received or first attempted delivery) will have their volunteer surplus status pay continued, if it has not expired under the provisions of Section 4 of this Article, for seven (7) days from the date the recall letter is received or first attempted delivery.

Employees responding to a telephone recall and marking up "immediately" thereafter (within four (4) hours of the telephone call) will have their volunteer

surplus status pay continued, if it has not expired under the provisions of Section 4 of this Article, for ten (10) days from the date of the telephone recall.

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

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

(c) Employees will be recalled to active service according to the provisions of Attachment 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 2.

(a) Voluntary separation offers made pursuant to this Article will be offered in seniority order on a seniority district.

(b) If the Carrier offers additional separation offers under this Article on a seniority district after the effective date of this agreement, 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 agreements effective 12/5/80, 8/1/80 or 6/29/84, 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 agreements effective 12/5/80, 8/1/80 or 6/29/84, the gross amount of the severance offer will be not less than \$60,000.

(ii) For all other employees, the gross amount of the severance offer will be not less than an amount equal to the employee's gross earnings in the calendar year 1992, but not more than \$60,000. All earnings from an employee's Burlington Northern W-2 Forms for actual service rendered in train and yard service will be included in the employee's 1992 earnings in computing the amount of the minimum payment under this paragraph.

Section 3.

Elected General Grievance Committee officers of the UTU (C,T&Y) who have seniority on a seniority district where the Carrier decides to offer additional separation opportunities 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 - PRODUCTIVITY FUND

Section 1.

The following provisions have been substituted for Article 17 of the Crew Consist Agreements effective 12/5/80, 8/1/80 and 6/29/84. 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
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Number of protected employees	200
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Total number of road freight service trips and yard tours of duty by protected employees only	52,000
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$\$482,500.00$ 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 Agreements effective 8/1/80, 12/5/80 and 6/29/84 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 Agreements effective 8/1/80, 12/5/80 and 6/29/84 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 2.

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 3.

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 VIII - SPECIAL ALLOWANCE

The Special Allowance contained in Article 16 of the December 5, 1980 Crew Consist Agreement and Articles 18 of the Crew Consist Agreements effective 8/1/80 and 6/29/84 as amended are 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 service 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/foreman 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. (NOTE: The 3% general wage increase effective 7/1/93 will be applied to the \$15.00 and \$20.00 Special Allowances.)

ARTICLE IX - UTILITY YARDMEN

Section 1.

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

Section 2.

The duties of the Utility Yardman may include:

- (a) Couple air hoses, bleed air, and set or release handbrakes.
- (b) Perform air tests.
- (c) Line switches for yard transfer and train movements and for movement of engines between trains, roundhouse, ready track or any other location.
- (d) Perform flagman duties.

(e) Assist a yard crew or a road crew operating within switching limits. Once assigned to assist a crew, the Utility Yardman may not assist any other crew until the movement he is assigned to assist is completed.

(f) Fill a vacated position on a yard crew in the event a member of a yard crew of a foreman and one helper fails to report for duty or discontinues duty before the completion of that assignment. If a replacement for the vacated position is available from the normal source of supply, the Utility Yardman may not be required to fill the vacated position for more than two (2) hours. In the event no yardman is available (including those who may be available at the punitive rate) the Utility Yardman may be required to complete the shift.

Section 3.

If a Utility Yardman is required to assist one or more yard or road crews (other than simply lining switches for inbound/outbound trains or yard transfer movements) pursuant to paragraph 2 (e) above, or to fill a vacated position on a yard crew pursuant to paragraph 2 (f) above, he will be paid the special allowance provided in paragraph (b) of Article VIII 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 and Articles 16 of the Crew Consist Agreements effective 8/1/80 and 6/29/84.

ARTICLE X - SIGNING BONUS

Section 1.

Each employee who has a seniority date in train/yard service on or before July 29, 1991 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 \$4,000.00, within thirty days of the date the Agreement becomes effective.

Section 2.

Employees who have a seniority date in train/yard service on or before July 29, 1991 but do not qualify under Section 1 because they are on an approved leave of absence, furloughed or are out of service for discipline reasons, will, upon returning to active service as trainmen/yardmen or being assigned to a reserve board, be entitled to receive the payment provided under the terms of this Article upon completing sixty (60) days in active service as a trainman/yardman or in reserve board status, or a combination thereof.

Section 3.

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

(NOTE: The intent of this Article is to provide an employee, subject to the qualifying requirements in the Article, an additional \$4000 payment, so that the payment to an employee under this Article and the payment made to that employee under Article V of the 10/25/91 Crew Consist Agreement combined is not more than \$5000. If an employee who qualifies for the \$4000 payment under this Article did not receive the \$1000 payment provided for under Article V of the 10/25/91 Crew Consist Agreement because he did not qualify under that Article, the payment to such an employee under this Article would be \$5000 instead of \$4000.)

Signed at Ft. Worth, Texas this 21st day of October, 1993, and effective November 1, 1993.

**FOR BURLINGTON NORTHERN
RAILROAD COMPANY:**

**FOR UNITED TRANSPORTATION
UNION:**
