

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

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

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

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

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

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

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

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

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

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

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

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

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

8.

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

(b) Firemen may hereafter hold hostler positions by agreement in cases of physical disability.

(c) Firemen who relinquish hostler seniority may exercise fireman seniority to hostling service in the event they would otherwise be furloughed as firemen.

(d) At points where the number of hostler positions is four or less, temporary vacancies on such positions may be filled by firemen pursuant to Article IV, Section 3 of the Manning Agreement of July 19, 1972, but they shall be made whole for any difference of earnings on their regular assignments.

9.

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

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

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

(c) All compensation will be applied against the guarantee provided herein. If an employee is assigned to the extra board for only a portion of the month, his guarantee will be prorated accordingly. If an extra employee lays off or is otherwise not available on any particular day or days, his guarantee will be reduced by one twenty-second or the earnings that would have otherwise accrued to him, whichever is greater, for each such day not available.

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

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

Signed at St. Paul, Minnesota, this 27TH day of APRIL, 1979.

UNITED TRANSPORTATION UNION-E

BURLINGTON NORTHERN INC.

P.M. Strommen
General Chairman

C. J. Egan
Vice President-Labor Relations

M. A. Duke
General Chairman

D. E. Doyle
Associate Chairman

APPROVED:

R. Bryant
Assistant President