

MEMORANDUM OF AGREEMENT
BETWEEN
BURLINGTON NORTHERN RAILROAD
AND THE
UNITED TRANSPORTATION UNION

ARTICLE I - MANNING AGREEMENT

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

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

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

ARTICLE II - HOSTLERS

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

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

ARTICLE III - TRAINING AGREEMENT

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

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

ARTICLE IV - APPLICATION OF RECOMMENDATIONS OF PEB 219

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

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

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

Signed at St. Paul, Minnesota this 20th day of May, 1993.

FOR:
BURLINGTON NORTHERN RAILROAD

FOR:
UNITED TRANSPORTATION UNION

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