

# *united transportation union*



GENERAL CHAIRMAN STEVEN F. GREEN

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GENERAL COMMITTEE OF ADJUSTMENT GO-001  
BNSF RAILWAY COMPANY  
CLOQUET TERMINAL RAILROAD  
RED RIVER VALLEY & WESTERN RAILROAD  
SAND SPRINGS RAILWAY

June 14, 2012

Mr. R. A. Boldra  
General Director Labor Relations  
BNSF Railway Company  
PO Box 961030  
Fort Worth TX 76161-0030

**Re: Permanent Transfers within the Midwest Seniority District**

Dear Mr. Boldra:

During our recent conference discussion, you indicated that BNSF intended to advertise five permanent transfers from certain Midwest Seniority District locations to Amory, Mississippi, under the provisions of Section 4.6 of the Midwest Seniority Agreement. You also indicated that should an insufficient number of employees apply for these permanent transfers, BNSF would most likely utilize the force-assignment provisions of Section 4.6.2 to fill out any positions that went no-bid.

After discussing the matter further, we concluded that the provisions of Section 4.6 do not serve the best interests of either party.

It was therefore agreed, effective immediately, when BNSF has need to permanently transfer employees from one Midwest Zone to another, rather than utilize the provisions of Section 4.6 of the Midwest Agreement, the provisions expressed in the May 19, 2010 "Relocation Incentive" letter from BNSF Vice President Transportation Greg Fox to all the UTU General Chairmen (now Attachment A to this Understanding) would be utilized with the following additions/modifications:

1. Advertisements will be posted for 10 days at all Midwest sources of supply having at least 5 surplus employees (i.e. in furlough status, reserve board status and/or assigned to a WR Board).
2. Applicants will be accepted according to their Midwest Seniority ranking (highest ranking first).
3. Acceptance of these relocation offers will be purely voluntary (no involuntary force-assignments).
4. Employees accepting these relocation offers will be assigned a "temporary" seniority date based on first service at the new location. This temporary seniority date is only

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- effective at the new source of supply, and only for a period of 36 months. At the end of 36 months, their normal Midwest ranking at the new location will be restored.
5. Employees who obtained ground service prior rights under the 2012 Ground Service Seniority Utilization Agreement will also have ground service prior rights at the new location and will receive an automatic reassignment of their Home Zone under Section 1.4.1 of said Agreement.
  6. Should a relocated employee become unable to hold a position in active service at the relocated-to source of supply at any time during the 36-month hold-down, the employee's 36-month commitment will be considered fulfilled as of that date, and his or her full Midwest Seniority will be restored. In this event, there will be no recovery of any relocation incentives already paid, and any outstanding relocation incentive will be pro-rated to that point and paid immediately.


EXAMPLE: A relocated employee becomes unable to hold a position 9 months after relocating. At that point, his or her commitment is fulfilled and there will be no recovery of the \$20,000 already paid. The \$5,000 payment for fulfilling 18 months of service at the new location is prorated ( $9/18 = .50 \times \$5,000 = \$2,500$ ) and the employee will be issued a check for that amount.

This Understanding has application only to relocations contained entirely within the Midwest Seniority District, and is made without prejudice to either party's position on BNSF's right to unilaterally offer relocation incentives directly to employees, absent the concurrence of UTU.

If the above correctly recites our understanding, please sign and return a copy for my records.

Sincerely,

  
S. F. Green  
General Chairman

  
R. A. Boldra  
General Director Labor Relations

SFG/cs



**GREG FOX**  
*Vice President Transportation*

**BNSF Railway**  
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Gregory.fox@bnsf.com

Mr. Larry Bumpers  
General Chairman UTU

May 19, 2010  
Via email and USPS

Mr. Steve Green  
General Chairman UTU

Mr. Jim Huston  
General Chairman UTU

Mr. Randy Knutson  
General Chairman UTU

Mr. Tony McAdams  
General Chairman UTU

Mr. Curtis Wickliffe  
General Chairman UTU

Mr. Danny Young  
General Chairman UTU

Gentlemen:

BNSF has found it advisable to offer an incentive to employees holding so-called "Midwest" Seniority to exercise that seniority. Currently we need additional train-service employees at Casper, Greybull, Denver, Lafayette, Galveston, El Paso, Richmond and Barstow.

We are going to solicit applications at locations on the Midwest Seniority District, where there are train-service people off in force or furloughed, offering an incentive to voluntarily exercise Midwest Seniority to the above-identified locations instead of hiring. Furthermore, employees holding engine-service seniority shall not be eligible to participate because the goal is to redistribute train-service employees from areas of surplus to areas of shortage. That goal is not satisfied if a train-service employee is required to return to the area of surplus, from an area of shortage, in order to fulfill his or her obligation to protect engine-service seniority.

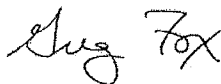
- BNSF will solicit "bids" from train-service employees at surplus locations identifying locations where a shortage exists.
- Applications will be selected in seniority order from train-service employees at that location, so long as that employee does not possess engine-service seniority and was at that location on May 19, 2010.
- Upon acceptance, the train-service employee must report to the new location within fifteen (15) days. This shall not preclude exceptions granted by BNSF when warranted.
- A \$30,000 payment offered as an incentive to exercise Midwest Seniority to locations of shortage shall be paid as follows:
  - \$20,000 when the train-service employee reports to the shortage location
  - \$5,000 after performing 18 months of actual service at that location
  - \$5,000 after performing 36 months of actual service at that location
- If the train-service employee voluntarily leaves the location of shortage prior to the expiration of the 36-month period, or who after being involuntarily displaced fails to return to that location,

s/he shall forfeit all future incentive payments, and BNSF shall recover any incentive payments made to that individual pursuant to this Policy.

- BNSF shall determine the qualification/familiarization standards at the shortage location and employees taking advantage of this voluntary incentive offer shall be compensated for qualification/familiarization trips/shifts as a brakeman or yard helper, depending on the class of service.
- Employees taking advantage of this voluntary incentive offer shall be afforded BNSF provided lodging at the location of shortage for a period not to exceed sixty (60) days.
- Employees taking advantage of this voluntary incentive offer shall be allowed to lay off for up to five (5) days in order to arrange for personal issues attendant to making this change without those days being counted against any attendance or low hours initiative.

BNSF wants to make it clear that this is a completely voluntary offer to people to exercise their seniority consistent with agreement conditions. The goal is to offer employees the opportunity to work for BNSF instead of BNSF hiring new people and to offer current employees some financial assistance in order to assist the person in making the move. After all, many of these people have been out of work for a significant period of time and BNSF does not want to lose them because they cannot afford to go to where there is a legitimate need for their service.

Yours very truly,



Greg Fox

cc: Mr. Pat Williams  
General Chairman BLET

Mr. Rick Gibbons  
General Chairman BLET

Mr. Matt Wilson  
General Chairman BLE

Mr. Austin Morrison  
General Chairman BLET