

MEMORANDUM OF AGREEMENT
Between
THE BURLINGTON NORTHERN RAILROAD COMPANY
And The
UNITED TRANSPORTATION UNION

Whereas the parties to this agreement desire to combine the seniority districts on the former St. Louis-San Francisco Railway Company (Frisco) and the former Fort Worth and Denver Railway Company (FW&D) into a single seniority district to be called the Midwest Seniority District, it is agreed:

1. DEFINITIONS

1.1 For purposes of the agreement, the following terms are defined as follows:

"Assignment" mean positions in both assigned and unassigned road and yard service, including extra boards.

"Trainmen" (or "Trainman") means conductors, brakemen and yardmen.

"Zone" means the seniority district as it existed before the effective date of this agreement.

2. SENIORITY ROSTER CREATION AND PRIOR RIGHTS

2.1 Trainmen seniority rosters on the former Frisco and FW&D seniority districts shall be combined to create the new Midwest Seniority District. The combination will be done in seniority order using the earliest trainman's seniority date (including dates on any road or yard prior rights roster).

2.2 Trainmen on each of the former seniority districts (zones) with a seniority date established on or before June 29, 1995, shall have first preference to assignments on their former districts (zones) thereby retaining "prior rights" to those assignments.

*Trainman's date
establishes prior
rights*

3. SENIORITY RIGHTS AND OBLIGATIONS

3.1 Trainmen may use their seniority to acquire assignments (including conductor assignments) outside of their zone, subject to the prior rights of the trainmen in the zone of the desired assignment.

3.2 Trainmen who are unable to hold an assignment in the zone where working may elect to exercise displacement rights to another zone (subject to the prior rights of trainmen working in that zone), or elect reserve status (if qualified), or elect

voluntary furlough status on the home zone (except as provided herein for those trainmen with seniority dates established after July 29, 1991).

- 3.3 Trainmen in reserve status or voluntary furlough status may bid on bulletined assignments anywhere on the Midwest Seniority District, subject to applicable prior rights.
- 3.4 Trainmen in reserve status or furlough status shall be recalled to service on their home zone under applicable schedule rules.
- 3.5 Trainmen with a seniority date established after June 29, 1995:
 - 3.5.1 Will establish a single trainman's seniority date on the Midwest Seniority District.
 - 3.5.2 Will be assigned a home zone by the Carrier, unless the trainman has established seniority between June 29, 1995, and the effective date of this agreement. In such an event, the home zone will be the former seniority district where the trainman established seniority as a trainman.
- 3.6 If any trainman holds seniority on more than one of the preexisting seniority districts, the trainman must declare which preexisting seniority district is desired to be considered as that trainman's home zone. The declaration of preference shall be made within 30 days of the effective date of this agreement. Failure to make the declaration within the specified time period will give the Carrier the right to assign the trainman a home zone, provided that the assigned home zone is one of the preexisting seniority districts where the trainman had previously established seniority.

Note: Section 3.6 is not intended to apply to those trainmen at Oklahoma City, and Enid, Oklahoma, who possess seniority on more than one seniority district as a result of a previous agreement.

4. FORCE ASSIGNMENT BETWEEN ZONES

- 4.1 Trainmen with a seniority date established on or before July 29, 1991, will not be forced to any assignment outside of their home zone under any circumstance.
- 4.2 Furloughed trainmen establishing seniority after July 29, 1991, and on or before June 29, 1995, may be forced to an assignment in another zone only if such force assignment does not require a change in residence, provided that no bids are received for the assignment in the zone where the vacancy exists and that there are no trainmen in the zone of the assignment subject to recall or force assignment under applicable schedule rules.

- 4.3 Trainmen establishing seniority after June 29, 1995, may be forced to an assignment in another zone under the terms of this agreement.
- 4.4 Trainmen in active service in any zone shall not be forced to another zone.
- 4.5 If a force assignment requires a change in residence, the Carrier shall determine whether or not the force assignment is temporary or permanent.

4.6 *Permanent Force Assignment*

- 4.6.1 A Notice will be posted for a minimum of 10 days throughout the Midwest seniority district and the senior trainman making application for the force assignment will be allowed to relocate and be assigned, provided such relocation does not require the Carrier to either hire additional trainmen or force assign trainmen from another zone to replace the trainman seeking voluntary force assignment.
- 4.6.2 If the permanent force assignment cannot be filled under 4.6.1, the junior trainman subject to force assignment at the closest extra board point by highway miles will be assigned.
- 4.6.3 Trainmen permanently force assigned under 4.6.1 or 4.6.2 will be required to assume the force assignment within eight days of notification of assignment, unless additional time is authorized in the usual manner.
- 4.6.4 Trainmen force assigned to another zone on a permanent basis under 4.6.1 or 4.6.2 will be entitled to relocation benefits as described in Sections 10 and 11 of the 1936 Washington Job Protection Agreement.

4.7 *Temporary Force Assignment*

SEE LOA IN TT AGREEMENT
ESTABLISHING UNIFORM METHODS OF
ADVERTISING, BONUSES, SENIORITY

- 4.7.1 All force assignments that do not require a change in residence will be temporary force assignments.
- 4.7.2 A Notice will be posted for a minimum of 10 days throughout the Midwest Seniority District and the senior trainman making application for the force assignment will be assigned, provided such assignment does not require the Carrier to force assign trainmen from another zone to replace the trainman seeking voluntary force assignment.
- 4.7.3 If the assignment cannot be filled under 4.7.2, the junior furloughed trainman subject to force assignment will be temporarily force assigned.

4.7.4 Trainmen temporarily force assigned will be paid a daily lodging and expense allowance of \$80.00 from the time the trainman leaves the home zone until the trainman is released from the temporary vacancy or the vacancy is advertised and assigned as a permanent force assignment as described in Section 4.6 above. The Carrier may elect to provide suitable lodging to the temporarily force assigned trainman and, when such suitable lodging is provided by the Carrier, the daily expense allowance will be reduced to \$40.00.

Note: This Section will not apply to a trainman temporarily forced to a zone where the source of supply is 30 miles or less from the source of supply where the trainman is currently working or furloughed on the home zone.

4.7.5 If the temporary force assignment continues for more than 60 days and the Carrier has not placed people in the Conductor Training Program in that zone, the temporarily force assigned employee will receive a weekly payment of \$750.00 until released from the temporary force assignment or until the assignment is bulletined and assigned as a permanent force assignment. If the Carrier has placed people in the Conductor Training Program in the zone, the weekly payment due the trainman will be reduced to \$500.00. These weekly payments will be in addition to all other earnings or payments made to the trainman.

Note: The Carrier shall not abolish a temporary force assignment and reestablish another temporary force assignment on the same zone for the purpose of avoiding the 60 day period, and associated increased payment, contemplated by this section.

5. SAVINGS CLAUSE

5.1 The expanded seniority acquired by trainmen under this agreement will not serve to diminish or enlarge upon any guarantee, protection, or any other benefit flowing from any other agreement in effect between the parties, nor to change the obligations or responsibilities of any trainman under such agreement.

5.2 Provisions contained in existing agreements will be applied in the same manner as if this agreement were not in effect, except that there shall be no duplication or pyramiding of benefits under more than one agreement. This restriction against "duplicating or pyramiding" means that a trainman who may be eligible for employee protective benefits under more than one agreement must select the benefits available under any one agreement at any one time, and shall not simultaneously receive benefits under more than one agreement.

5.3 The parties recognize and agree that this agreement does not constitute a Merger or Common Control Implementing Agreement, and it will not be referred to nor prejudice either party's position in negotiations regarding implementing agreements in connection with the status of the BN-ATSF.

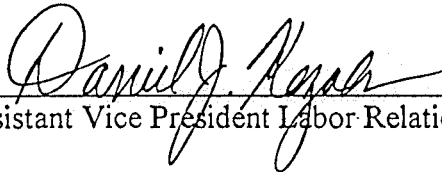
5.4 In the event employee protective benefits flow from the merger or common control of BN-ATSF:

5.4.1 Any trainman who remains in active service on any assignment and who is receiving protective benefits as a result of an event contemplated by this Section, no offsets shall be made against such protective benefits for failure to exercise seniority to a higher paying assignment that would not have been available to the trainman prior to the effective date of this agreement.

5.4.2 The availability or application of any protective benefits as a result of an event contemplated by this Section will not prevent any qualified employee from receiving reserve board pay as provided in Section 3.2 of this agreement, but there shall be no duplication or pyramiding of such benefits.

For The Burlington Northern
Railroad Company:

For The United Transportation
Union:



Assistant Vice President Labor Relations



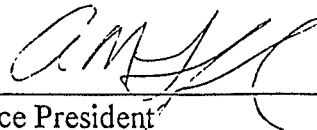
General Chairman (former Frisco)



Director Labor Relations



Associate General Chairman (former FW&D)



Vice President

12-15-95

Side Letter No. 1

Mr. C.M. Vahldick
General Chairman UTU
227 East Sunshine
Suite 101
Springfield, MO. 65807

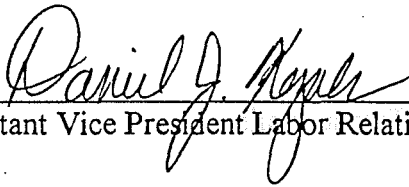
Mr. A.D. Pepper
Associate General Chairman UTU
P.O. Box 573
Wichita Falls, TX 76307

Gentlemen:

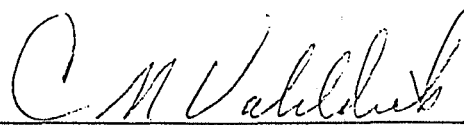
In connection with agreement signed this date providing for the consolidation of the seniority districts on the former Frisco and FW&D railroads into the Midwest Seniority District, this letter will serve to confirm that the Carrier is committed to cooperate with the Organization to correct existing seniority rosters before they are combined to create the Midwest Seniority District roster.

Sincerely,

ACCEPTED:



Assistant Vice President Labor Relations



General Chairman (former Frisco)



Associate General Chairman (former FW&D)

12-15-95

Steve Green

From: Randy Knutson [utursk@earthlink.net]
Sent: Wednesday, January 17, 2007 5:28 PM
To: Steve Green
Cc: Robert Kerley
Subject: 5-Day Bump

Steve,

I received your email regarding the crew office not recognizing the 5-day bump option on the Q property. This is correct that we are not allowing such to be exercised on this property. Although we have been fairly lenient with allowing displacements on the Q from other properties (often to the dislike of our current members), the 5-day bump is not an option on this property and are uncomfortable allowing a displacement privilege that is not available here. The only way an employee can return to active service on the Q from furlough status is by submitting a recall notice and being recalled. As such, if the employee is in furlough status, regardless whether he/she is on the ATSF, Frisco, etc., we are requiring that they submit a recall notice listing their preferred terminal (s); the same option that is available to those furloughed on the Q.

There have been several employees contact this office regarding this and I have suggested that they either 1) submit a recall or 2) exercise their 5-day bump to another location other than the Q and exercise their first displacement to the Q.

I know we have discussed it before, but sometime this spring or summer, the GCs should meeting and attempt to define what seniority rules can be mixed and matched on the consolidated district.

Randy K

*this applies to bidding from furlough status also,
Possibly ATSF also*

BNSF



MILTON H. SIEGELE, JR.
Assistant Vice President
Labor Relations

Burlington Northern Santa Fe

2600 Lou Menk Drive
P.O. Box 961030
Fort Worth, Texas 76161-0030
Telephone: (817) 761-1000

RECEIVED

January 7, 1999

JAN 11 1999

Mr. C. M. Vahldick
General Chairman- UTU
227 East Sunshine, Suite 101
Springfield, Missouri 65807

OFFICE OF THE
GENERAL CHAIRMAN
UTU

Re: Furloughed Employees Displacement Rights on SLSF and FWD Territories

only?

Dear Mr. Vahldick:

This is to confirm our recent discussions regarding the above captioned subject matter, and the understanding reached in conference.

Since the implementation of the Midwest District Agreement there have been occasions when employees in one Zone have become furloughed and have either been unaware of work opportunities on other Zones or have simply chosen to not exercise seniority to another Zone. Section 3.3 of the Midwest Agreement permits furloughed employees to bid for bulletined assignments anywhere on the Midwest Seniority District, but it was never our intent that this rule would prohibit furloughed employees from returning to active service.

We have agreed that effective January 7, 1999, a furloughed Trainman may return to active service by giving five days advance notice in writing to the crew caller. Upon return to service, the furloughed employee will be allowed to exercise seniority in accordance with applicable agreements at any location where there are junior employees actively working.

If, after submitting a request to return to active service, an employee fails to exercise seniority to an available position at the expiration of the 5-day notice, he will remain in furloughed status and will not be permitted to again request return to active service under this procedure for a period of ninety days. This will not preclude the employee from bidding on a bulletined position under Section 3.3, or otherwise exercising their seniority under existing Agreement rules.

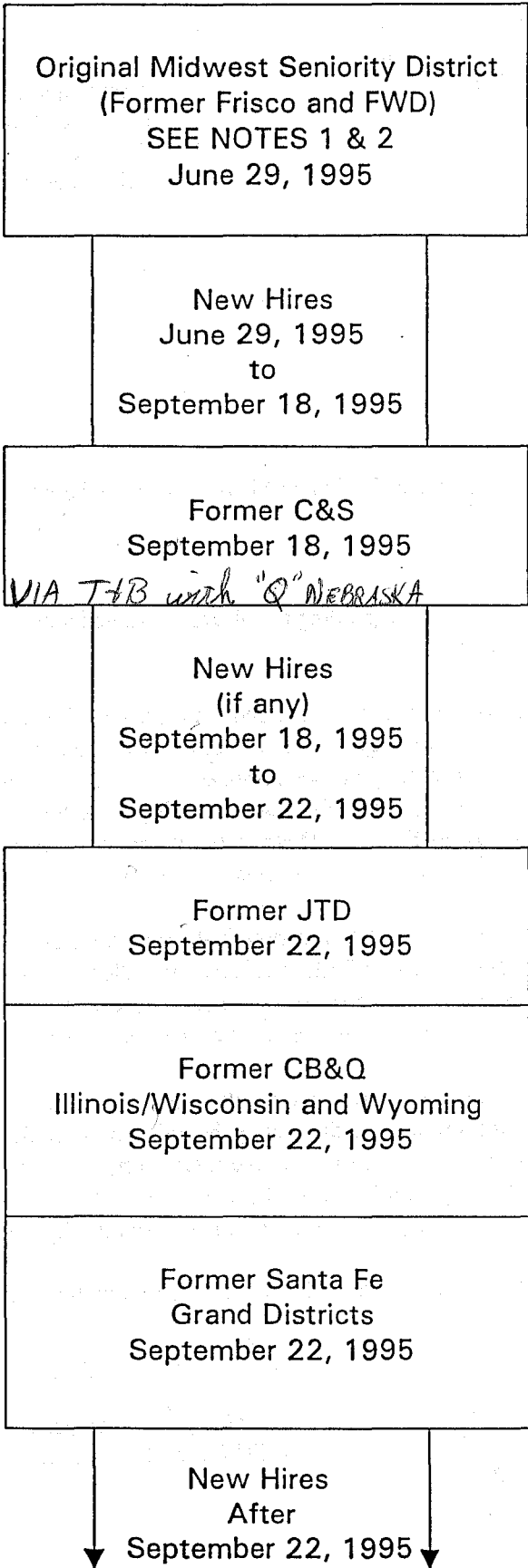
If the above correctly recites our understanding, please affix your signature below.

Sincerely

Milton H. Siegele, Jr.

C. M. Vahldick

UTU General Chairman



Note 1: All Former Frisco and FWD prior rights rosters are "dovetailed" on the basis of their earliest date on any prior rights roster.

Note 2: Former Frisco Kansas City and St. Louis Zones include former CB&Q Nebraska and Missouri district employees with a common seniority date of November 21, 1980, all "dovetailed" together on the basis of their CB&Q seniority dates.

United Transportation Union

GENERAL COMMITTEE OF ADJUSTMENT
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
(COAST LINES)

J.F. Holden
GENERAL CHAIRMAN

G.K. Downer
FIRST VICE-CHAIRMAN

P.M. REHFELDT
SECOND VICE-CHAIRMAN

D.A. BESSOM
SECRETARY



February 26, 1997

SUITE 112
2110 EAST FIRST STREET
SANTA ANA, CALIFORNIA 92705
TELEPHONE (714) 836-8181
FAX (714) 836-9404

File Nos. BX-16-T and BX-10-Y

Mr. W. A. Bell, Director
of Labor Relations
Burlington Northern Santa Fe
P. O. Box 961030
Fort Worth, Texas 76161-0030

RECEIVED

MAR 1 1997

Mr. Milton H. Siegele, Jr., Director
of Labor Relations
Burlington Northern Santa Fe
P. O. Box 961030
Fort Worth, Texas 76161-0030

OFFICE OF THE
GENERAL CHAIRMAN
UTU

Dear Sirs:

Please accept this letter as official notification that the Coast Lines' CT&Y Committee has, by Membership ratification, agreed to the Seniority Consolidation Memorandum of Agreement with the Eastern and Western Lines' Grand Division Seniority Roster and the Northern and Southern Grand Divisions' Seniority Roster.

Attached for your review and files is a signed copy of the Seniority Consolidation Memorandum of Agreement.

Very truly yours,

John F. Holden
General Chairman

JFH:gt

Attachment

cc: Mr. J. G. Bailey, General Chairman
Mr. P. W. Tibbit, General Chairman
Mr. K. W. Mason, General Chairman
Mr. C. M. Vahldick, General Chairman ✓

Memorandum of Agreement between the General Committees of the United Transportation Union representing the Eastern and Western Lines (excluding the Northern and Southern Divisions), the former Northern and Southern Divisions, the Coast Lines, and The Burlington Northern and Santa Fe Railway Company.

1. Prior to the date of this agreement, three grand division seniority rosters for conductors, brakemen, and yardmen existed on the former Santa Fe system. Those grand division seniority rosters were identified as the Eastern and Western Lines Grand Division Seniority Roster, the Northern and Southern Grand Division Seniority Roster, and the Coast Lines Grand Division Seniority Roster.
2. If and when this agreement is ratified, the following additions to the three Grand Division seniority rosters identified in paragraph number one of this agreement will be made:
 - a. Employees on the Coast Lines Grand Division Seniority Roster as of September 21, 1995 will be added to the bottom of the Eastern and Western Lines Grand Division Seniority Roster with a seniority date of September 22, 1995.
 - b. Employees on the Coast Lines Grand Division Seniority Roster as of September 21, 1995 will be added to the bottom of the Northern and Southern Grand Division Seniority Roster with a seniority date of September 22, 1995.
 - c. Employees on the Eastern and Western Lines Grand Division Seniority Roster and the Northern and Southern Grand Division Seniority Roster will be combined on the basis of their earliest ground service seniority date and added to the bottom of the Coast Lines Grand Division Seniority Roster with a Seniority date of September 22, 1995.
 - d. After the additions to seniority rosters prescribed above, employees on the SLSF Midwest Seniority Roster and the CB&Q Grand Division Seniority Roster as of September 22, 1995 will be combined on the basis of their earliest ground service seniority date and will then be added to the bottom of the Coast Lines Grand Division Seniority Roster with a seniority date of September 22, 1995.
 - e. Ground service employees hired after September 22, 1995 on former Santa Fe, (Eastern and Western Lines, Northern and Southern Divisions, and Coast Lines) Frisco, and CB&Q properties will be added to the bottom of all ground service rosters identified in this agreement on the basis of their earliest ground service seniority date.
3. The purpose of this agreement is to create expanded opportunities for employees to voluntarily exercise their ground service seniority at other locations beyond their prior rights seniority district.

4. Employees who obtain expanded seniority rights under the terms of this agreement, including employees hired after September 21, 1995, can only be force assigned to those locations where they could be force assigned prior to the date of this agreement.
5. Except as otherwise agreed, an employee who voluntarily exercises his expanded seniority established under the terms of this agreement will be governed by and work under the provisions of the collective bargaining agreements applicable on the seniority district where the employee is working. However, for the purpose of benefits, employees will be covered by those benefits applicable to them on the date they first establish operating craft seniority regardless of where they subsequently exercise seniority.
6. An employee with a ground service seniority date on or before October 31, 1985, who voluntarily exercises seniority on another grand division, established under the terms of this agreement, will retain eligibility for duplicate time payments when working on another grand division.
7. An employee who voluntarily exercises seniority on another grand division, established under the terms of this agreement, will be afforded a vacation on another grand division on the basis of his earliest seniority date on his original (prior rights) seniority district.
8. Nothing in this agreement affects the application of the individual grand division seniority agreements, which established grand division seniority on the Eastern and Western Lines, excluding the Northern and Southern Divisions, the former Northern and Southern Divisions, and the Coast Lines, as to the utilization of grand division seniority.

Jack Holden
General Chairman-UTU

Wendell Bell
Director-Labor Relations

Joe Bailey
General Chairman-UTU

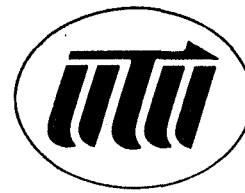
Milton H. Siegele, Jr.
Director-Labor Relations

Paul Tibbitt
General Chairman-UTU

Ken Mason
General Chairman-UTU

Carl Vahldick
General Chairman-UTU

united transportation union



227 EAST SUNSHINE, SUITE 101
SPRINGFIELD, MISSOURI 65807
TELEPHONE: (417) 862-5459
FAX: (417) 862-6722

GENERAL COMMITTEE OF ADJUSTMENT GO-001
BURLINGTON NORTHERN SANTA FE RAILROAD
SAND SPRINGS RAILWAY

November 19, 1996

Mr. M. H. Siegele, Jr.
Director Labor Relations
Burlington Northern Railroad
3000 Continental Plaza
777 Main Street
Fort Worth, TX 76102

Midwest Seniority District Agreement - Temporary Force Assignments

Dear Mr. Siegele:


During a recent conversation regarding the Midwest Seniority District Agreement, you expressed concern that employees who are in active service and working in a particular Zone when a notice is posted offering temporary force assignment to that Zone under Section 4.7 of that Agreement, could potentially bid or bump away from that Zone and then immediately bid or bump onto a temporary force assignment in the Zone they had just left.

I concur that this was not the intent of the Agreement. It may very well be that an employee could move from one Zone to another and then later bid back on a temporary force assignment (in a Zone where he had previously worked) which was advertized after he left that Zone. The Agreement does not prohibit this, and the posting of a temporary force assignment does not restrict the expanded work opportunities made available in the new Midwest Seniority district.

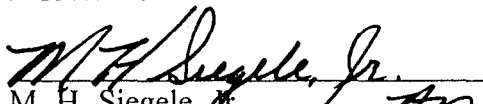
I agree that once a temporary force assignment is advertized on a Zone, employees working in that Zone at the time may not thereafter become assigned to a temporary force assignment in that Zone for the duration of that particular manpower shortage. This will not prohibit an employee in these circumstances from exercising his seniority to any assignment in that Zone, he simply will not be given temporary force assignment status or compensation. This should address your concern about any potential misuse of Article 4.7.

If the above correctly recites our understanding, please sign one copy of this letter in the spaces provided below, and return for our files.

Sincerely,


C. M. Vahldick
General Chairman

AGREED:


M. H. Siegele, Jr.
Director Labor Relations


N. L. Markos
Manager Labor Relations

RK6L4