

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

The Parties to this Agreement desire to establish procedures that allow employees to either permanently or temporarily transfer between Seniority Districts. This Agreement does not affect any existing provisions that provide for the movement of employees within existing Seniority Districts.

For purposes of this Agreement:

The term "**train service position**" means any craft position subject to the collective bargaining agreements held by the United Transportation Union.

The term "**train service employee**" means any employee who possesses seniority as a brakeperson, yardperson or conductor, subject to the collective bargaining agreements held by the United Transportation Union Committees that are Parties to this Agreement.

Train service employees holding seniority on the Midwest Seniority District may be denied transfer if it would require the Carrier to force assign a train service employee from another Midwest Seniority District Zone as a replacement.

**1. APPLYING FOR PERMANENT TRANSFER**

1.1 Train service employees subject to the terms of this Agreement may petition for permanent transfer to another Seniority District by making application to the designated Organization Representative. The application shall include the employee's full name, employee number, social security number, service date, seniority date(s), current mailing address, up-to-date telephone number, current Seniority District and the desired Seniority District.

1.2 The application may be withdrawn upon ten (10) days written notice to the designated Organization Representative. When an application is withdrawn, the train service employee shall not be allowed to re-apply for a period of twelve (12) months.

1.3 The designated Organization Representative will maintain a list of train service employees making application under this Section.

1.4 Applications and/or withdrawals must be made by certified return receipt mail.

## 2. PERMANENT TRANSFER BY PETITION

2.1 The Organization Representative will be notified prior to hiring additional train service employees on any seniority district. Carrier may elect to hire some or all new employees at the location where additional employees are required in lieu of transferring existing employees, advising the Organization Representative when applications to transfer will not be accepted. When the Carrier accepts application(s) for permanent transfer to the seniority district where additional employment positions are available, the applications will be accepted in seniority order.

2.1.1 Successful applicants must permanently transfer.

2.1.2 Successful applicants will be assigned a home terminal on the new Seniority District.

2.1.3 Successful applicants will have fifteen (15) days, after date of notification of acceptance (or release as provided in Section 2.4), to report to the assigned home terminal on the new Seniority District.

2.1.4 Successful applicants will receive the living expenses provided under Section 4.4 of this Agreement for a period of forty-five (45) consecutive days commencing with the date of reporting to the assigned home terminal.

2.2 Successful applicants will relinquish train service seniority on the original Seniority District and will establish train service seniority on the new Seniority District pursuant to Agreement provisions applicable on the new Seniority District.

2.3 Except as provided in 2.3.1 through 2.3.8 below, train service employees permanently transferring under this Section 2 will be treated as new hires.

2.3.1 The number of weeks of vacation that a train service employee is entitled to will be calculated from the continuous service date.

2.3.2 The number of Personal Leave Days that a train service employee is entitled to will be calculated based upon the employee's earliest continuous train service date.

2.3.3 Provisions of Article XII of the 10-31-85 National Agreement will not apply to transferred employees who have attained three (3) years continuous train seniority.

2.3.4 There will be no new probationary period.

2.3.5 There will be no re-starting of entry rates.

2.3.6 If the train service employee was considered to be a qualified conductor on the original Seniority District, s/he will be considered to be a conductor on the new Seniority District subject to becoming familiar with and competent on the territory to which assigned to operate.

2.3.7 Train service employees that have established train service seniority prior to November 1, 1985, on the original Seniority District will continue to receive "duplicate time payments" as they are defined and applied by the 1985 National Agreement with the United Transportation Union.

2.4 The Carrier may defer releasing the successful applicant(s) for a period not to exceed six (6) months if, by releasing the applicant(s), a shortage would be created on the original Seniority District. When release is deferred, successful applicants will be held on the original Seniority District in reverse seniority order.

2.4.1 Employees permitted to transfer to Seniority Districts subject to the terms of this agreement, will be ranked on the roster at the new district in the relative order of their continuous time in train service and ahead of new employees who have not already established seniority.

2.4.2 Successful applicants will only be held on the original seniority district in order to allow the Carrier to train new employees on the original seniority district, and shall rank on the new Seniority District roster as if they had been permitted to report without delay.

2.5 Train service employees who possess engine service seniority will be granted a "Transfer By Privilege" as provided in Memorandum of Agreement dated November 1, 1990, between the Burlington Northern Railroad Company and the Brotherhood of Locomotive Engineers (OPS 3-90).

3. **PERMANENT TRANSFER BY BID**

3.1 In the event there are not a sufficient number of train service employees who have made application to permanently transfer to the new Seniority District by petition, the Carrier may advertise, on Seniority Districts subject to the terms of this agreement, where there are train service employees in volunteer surplus, reserve board or furlough status, the intent to hire new employees on a particular Seniority District.

3.1.1 The advertisement will be posted for a period of ten (10) days, and sent certified mail to all train service employees in furlough, reserve board or volunteer surplus status.

3.1.2 Applications for permanent transfer will be accepted in train service seniority order, up to the number of people that the Carrier intends to hire (less the number of positions filled under Section 2 above). In the event two or more train service employees have the same seniority date, they will be ranked in order of their relative chronological age, with the oldest employee ranked ahead.

3.1.3 Successful applicants will have fifteen (15) days, after date of notification of acceptance, to report to the assigned home terminal on the new Seniority District.

3.2 Successful applicants permanently transferred under Section 3 will receive moving benefits per Attachment "A" to this Agreement. They will also receive the living expenses provided under Section 4.4 of this Agreement for a period of forty-five (45) consecutive days commencing with the date of reporting to the assigned home terminal.

3.3 Successful applicants will relinquish UTU seniority on the original Seniority District and will establish new train service seniority on the new Seniority District pursuant to Agreement provisions applicable on the new Seniority District.

3.4 The Carrier may defer releasing the successful applicant(s) for a period not to exceed six (6) months if, by releasing the applicant(s), a shortage would be created on the original Seniority District. When release is deferred, successful applicants will be held on the original Seniority District in reverse seniority order.

3.4.1 Employees permitted to transfer to Seniority Districts subject to the terms of this agreement, will be ranked on the roster at the new district in relative order of their continuous time in train service and ahead of new employees who have not already established train service seniority.

3.4.2 Successful applicants will only be held on the original Seniority District in order to allow the Carrier to train new employees on the original seniority district, and shall rank on the new Seniority District roster as if they had been permitted to report without delay.

3.5 Except as provided in 3.5.1 through 3.5.8 below, employees permanently transferring under this Section 3 will be treated as new hires.

3.5.1 The number of weeks of vacation that a train service employee is entitled to will be calculated from the continuous service date.

3.5.2 The number of Personal Leave Days that a train service employee is entitled to will be calculated based upon the employee's earliest continuous train service date.

3.5.3 Provisions of Article XII of the 10-31-85 National Agreement will not apply to transferred employees who have attained three (3) years continuous train seniority.

3.5.4 There will be no new probationary period.

3.5.5 There will be no re-starting of entry rates.

3.5.6 If the train service employee was considered to be a qualified conductor on the original Seniority District, s/he will be considered to be a conductor on the new Seniority District subject to becoming familiar with and competent on the territory to which assigned to operate.

3.5.7 Train service employees that have established train service seniority prior to November 1, 1985, on the original Seniority District will continue to receive "duplicate time payments" as they are defined and applied by the 1985 National Agreement with the United Transportation Union.

3.6 Employees who possess engine service seniority will be granted a "Transfer By Privilege" as provided in Memorandum of Agreement dated November 1, 1990, between the Burlington Northern Railroad Company and the Brotherhood of Locomotive Engineers (OPS 3-90).

#### 4. TEMPORARY TRANSFERS

4.1 When a **temporary shortage** of train service employees exists on a Seniority District and there are surplus employees on Seniority Districts subject to the terms of this agreement, train service employees on the Seniority Districts where there is a surplus may, upon notification, apply for temporary transfer to the Seniority District where there is a shortage. Surplus means that there are train service employees in volunteer surplus, reserve board and/or furlough status.

4.1.1 The advertisement will be posted for a period of ten (10) days on Seniority Districts subject to the terms of this Agreement where there is a surplus of train service employees. The notice will list the Seniority District in need, the expected duration of the shortage and the home terminal to which the successful applicants will likely be assigned. Notification will be sent certified mail to all train service employees in furlough, reserve board and volunteer surplus status.

4.1.2 Applicants will be accepted in seniority order, up to the number of people that the Carrier determines are needed. In the event two or more employees have the same seniority date, they will be accepted in order of their relative chronological age, with the oldest employee selected first.

4.1.3 Successful applicants cannot refuse the temporary transfer.

4.1.4 Successful applicants temporarily transferring under the terms of this Agreement will automatically be granted a leave of absence from the original Seniority District in order to perform service on the temporary Seniority District.

4.1.5 An employee who was on vacation, leave of absence, or otherwise did not have access to the notice referenced in Section 4.1.1, will be permitted to displace a junior employee who previously reported and is working on the temporary Seniority District. In such case, the senior employee will not receive the \$750 temporary transfer allowance provided in Section 4.2.1 nor the transportation expenses provided in Section 4.3.

4.2 Successful applicants will be notified of the home terminal assigned on the temporary Seniority District and will have five (5) days to report to the temporary home terminal.

4.2.1 Successful applicants will receive a \$750.00 temporary transfer allowance. If the successful applicant does not satisfy the provisions of Section 4.9 hereof, the transfer allowance will be recovered by the Carrier.

4.2.2 The Carrier may elect to request that the successful applicant report before the five (5) day period and will pay a daily bonus of \$100.00 per day for each full calendar day that the employee reports and assumes service (including familiarization trips) before the five (5) day period expires. The maximum payment under this Section to be \$500.00.

4.3 Subject to Section 4.9, temporarily transferred train service employees will be furnished transportation, or mileage at the appropriate rate, to and from the assigned home terminal on the temporary Seniority District.

4.4 Temporarily transferred train service employees will be paid a daily lodging and expense allowance of \$80.00 from the time of leaving the home Seniority District until release from the temporary Seniority District. The Carrier may elect to provide suitable lodging to the temporarily transferred train service employee and, when such lodging is provided, the daily expense allowance will be reduced to \$40.00.

4.4.1 This Section 4.4 shall not apply when the temporarily transferred employee's assigned home terminal on the temporary Seniority District is 50 miles or less from his or her original home terminal.

4.5 Temporarily transferred train service employees will receive a weekly premium payment of \$500.00 for each seven-day consecutive period that the train service employee is available for service during the first 49 days of the temporary transfer.

4.5.1 If the temporary transfer continues for in excess of 49 days, the weekly premium payment will be increased to \$600.00 for each subsequent seven-day consecutive period.

4.5.2 If the temporary transfer continues for in excess of 99 days, the weekly premium payment will be increased to \$700.00.

4.5.3 If the temporary transfer continues for in excess of 149 days, the weekly premium payment will be increased to \$800.00.

4.5.4 In the event a temporarily transferred employee lays off, lays off on call for service or misses call for service, the premium payment for that week will be reduced by an amount derived by dividing the weekly premium payment by seven and multiplying by 1.5, thereby reducing the premium payment for each full 24 hour period s/he is unavailable for service.

4.5.5 In the event the temporarily transferred employee is released before the end of a seven-day consecutive period, the premium payment for that week will be divided by seven (7) and multiplied by the number of days, including the release date.

4.5.6 Temporarily transferred employees will be allowed four (4) consecutive days off in each 45 day period, without reduction in premium pay.

4.6 The daily lodging and expense allowance, as well as the weekly premium payments provided in Sections 4.4 and 4.5 will be in addition to all other earnings or payments made to the temporarily transferred train service employee.

4.7 Train service employees who temporarily transfer to a **Seniority District subject to the terms of this Agreement** will be governed by Sections 4.7.1 through 4.7.6 and will not be subject to the terms of Sections 4.8.1 through 4.8.3.

4.7.1 Temporarily transferred train service employees will hold temporary seniority rights on the temporary Seniority District based upon the date of first compensated service on the temporary Seniority District.

4.7.2 Temporarily transferred train service employees will not accumulate seniority on the temporary Seniority District or rank senior to permanent train service employees who subsequently establish seniority on that Seniority District.

4.7.3 If the train service employee was considered to be a qualified conductor on the original Seniority District, s/he will be considered to be a conductor on the new Seniority District subject to becoming familiar with and competent on the territory to which assigned to operate.



4.7.4 Temporarily transferred train service employees will be released promptly after the temporary shortage of train service employees is alleviated.

4.7.5 Temporarily transferred train service employees will retain seniority on the home Seniority District unless s/he fails to assume such seniority within fifteen (15) days of being released from the temporary Seniority District. Failure to assume seniority on the home Seniority District within the fifteen (15) day period will cause forfeiture of seniority on the home Seniority District, unless other arrangements are made with the appropriate Carrier officer.

4.7.6 In the event a temporarily transferred train service employee is scheduled to take vacation prior to being released from the temporary Seniority District, Carrier will consult with the employee and either reschedule the vacation or arrange for pay in lieu, thereof.

4.8 Train service employees that temporarily transfer to a **Seniority District that is not subject to the terms of this Agreement** will be governed by Sections 4.8.1 through 4.8.3 and will not be subject to Sections 4.7.1 through 4.7.6.

4.8.1 Temporarily transferred train service employees will establish seniority based upon the Agreement provisions applicable to train service employees on the temporary Seniority District.

4.8.2 Temporarily transferred train service employees will be released promptly after the temporary shortage of train service employees is corrected.

4.8.3 Temporarily transferred train service employees will retain seniority on the home Seniority District unless s/he fails to assume such seniority within fifteen (15) days of being released from the temporary Seniority District, unless otherwise provided. Failure to assume seniority on the home Seniority District within the fifteen (15) day period will cause forfeiture of seniority on the home Seniority District, unless other arrangements are made with the appropriate Carrier officer.

4.9 Train service employees who temporarily transfer must remain in service in the temporary Seniority District for a minimum period of sixty (60) days, unless released earlier by the Carrier.

4.9.1 In case of a bona-fide personal emergency, Carrier will release a temporarily transferred train service employee prior to the expiration of sixty (60) days and may recover the \$750 temporary transfer allowance.

4.9.2 Carrier will notify temporarily transferred train service employees by receipted, certified mail, regarding positions in the Locomotive Engineer Training Program which may become available on the original Seniority District. Carrier may recover the \$750 temporary transfer allowance when a temporarily transferred employee enters the Locomotive Engineer Training Program without first fulfilling the requirements of Section 4.9, above.

## 5. GENERAL

5.1 Nothing contained in the provisions of this agreement shall be construed as modifying or changing the provisions of any existing Rule or Agreement except as herein specifically provided for.

5.2 The monetary allowances, bonuses and premium payments received under the provisions of Sections 4.2, 4.4, and 4.5 will not be used for purposes of computing vacation pay, lump sum payments, or counted as earnings in calculating make up pay due under merger protective agreements or any other existing or future monetary guarantee.

The effective date of this Agreement is JULY 12, 1996.

This Agreement signed at Fort Worth, TX, this 23<sup>rd</sup> day of JULY, 1996.

For: BURLINGTON NORTHERN  
RAILROAD COMPANY

Daniel J. Myers  
Assistant Vice President  
Labor Relations

Gene Shire / gsk  
Director Labor Relations

For: UNITED  
TRANSPORTATION UNION

Carl Wahlquist  
General Chairman SLSF/NP/FWD/GNE

D. B. Sney  
General Chairman GNY

D. D. Welch (R.L.K.)  
General Chairman JTD