

MEMORANDUM OF AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
And The
UNITED TRANSPORTATION UNION
(Former GN, NP and SP&S)

Pursuant to Article XIII, Section 4 - Promotion, of the National Agreement dated October 31, 1985, this represents the required implementing agreement.

IT IS AGREED:

1. Article XIII, Section 4 provides that Trainmen/Yardmen who established seniority prior to November 1, 1985, will be governed by the provisions of existing agreement rule (i.e., Memorandum of Agreement OPS. 1-82 signed January 5, 1982 and effective February 1, 1982) with respect to promotion to conductor and also, will not be required to accept promotion to engine service. However, they are eligible to voluntarily apply for and be selected for engine service under the provisions of Article XIII, Section 3 of the National Agreement of October 31, 1985. Hostler-seniority-only employees will be selected for fireman and engineer training on the basis of the Memorandum of Understanding signed and effective June 3, 1986.

2. Trainmen/Yardmen who had such seniority prior to November 1, 1985, who voluntarily apply for (and are selected for) engine service may voluntarily resign their fireman seniority rights, without affecting their trainman/yardman seniority any time up to the time they are qualified and promoted to engineer. Once they are promoted to engineer, they may not resign only a portion of their seniority rights. The same principle shall apply to those selected for engine service but who are subsequently unable to pass the engineer's promotional requirements (i.e., such failure will cause them to lose their fireman seniority but it will not affect their trainman/yardman seniority).

3. Trainmen/Yardmen who establish seniority on or after November 1, 1985 will be selected for engine service in accordance with Section 3 of Article XIII of the UTU National Agreement dated October 31, 1985. However, if a sufficient number of trainmen/yardmen do not make application for engine service to meet the Carrier's needs, such needs will be met by requiring trainmen/yardmen who established seniority on or after November 1, 1985 to take engine service assignments (and successfully complete engineer training) in reverse trainman/yardman seniority order or forfeit seniority as trainman/yardman. "Trainman seniority" as used in this agreement encompasses brakeman, conductor and yardman seniority.

4. Trainmen/Yardmen who establish seniority as such on or after November 1, 1985, must accept promotion to conductor in proper turn and will be governed by Memorandum of Agreement signed January 5, 1982 and effective February 1, 1982, except that Paragraph (h) is hereby revised to read as follows, as far as they are concerned:

"(h) Brakemen/yardmen establishing seniority on or after November 1, 1985, who decline promotion or who fail three examinations will forfeit all trainman/yardman seniority. A 'failure to show' for an examination

shall be treated as a 'failure to pass' unless the employee can prove that his absence was caused by one of the reasons specified in Paragraph (c) hereof."

5. If the Carrier's needs for engine service employees are not met during a period when there are not sufficient trainmen/yardmen (including promoted conductors) in service with a seniority date on or after November 1, 1985, who must accept promotion to engine service or forfeit trainman/yardman seniority, the Carrier may hire qualified engineers or train others for engine service.

This agreement shall become effective on the first day of September, 1987.

Signed at Fort Worth, Texas this 28th day of August, 1987.

For: UNITED TRANSPORTATION UNION
(Former GN, NP and SP&S)

For: BURLINGTON NORTHERN
RAILROAD COMPANY

D E Wesley
General Chairman - NP

R E C... ..
Asst. Vice President Labor Relations

R Z Marceau
Vice Chairman - NP

M. M.
General Chairman - GN and SP&S

A. D. Fitzgerald N.W.
Assistant Chairman - GN and SP&S

D B
General Chairman - GN (S)

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MEMORANDUM OF AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
And The
UNITED TRANSPORTATION UNION
(former GN, NP and SP&S)

This implementing agreement is made pursuant to the provision of Article XIII, Section 2, Paragraph (4) of the UTU National Agreement of October 31, 1985.

1. Section 2, Establishing Brakeman Seniority, provides as follows in paragraphs (1) and (2):

"(1) Engine service employees not possessing ground service seniority as of November 1, 1985 shall be placed on the bottom of the appropriate ground service roster upon implementation of this Section. Such employees will be allowed to relinquish their newly-acquired seniority during a ninety-day period following such implementation.

(2) On or after November 1, 1985, any person establishing seniority in engine service without first establishing seniority as trainman will establish a seniority date as trainman on the date he or she establishes seniority in engine service."

2. (a) Pursuant to the foregoing, it is agreed, engine service employees not possessing ground service seniority as of November 1, 1985, shall be placed on the bottom of the appropriate trainmen/yardmen seniority roster as of 12:01 a.m., of the effective date of this agreement, in order of their seniority date as firemen. UTU represented hostlers will be dovetailed with the firemen according to their hostler seniority date before adding to the trainmen/yardmen seniority roster.

(b) If there are any firemen or hostlers with identical seniority dates as firemen or hostler on separate firemen and hostler seniority rosters, they will be placed on the appropriate trainmen/yardmen's seniority roster on the basis of their attained age.

3. The "appropriate ground service roster" and corresponding firemen and hostler's roster shall be as follows:

<u>Firemen or Hostlers</u> <u>Consolidated</u> <u>Seniority Districts</u>		<u>Trainmen/Yardmen</u> <u>Consolidated</u> <u>Seniority Districts</u>	
Lake Superior	No. 1	Lake Superior	No. 1
Minnesota	No. 2	Minnesota	No. 2
Montana-Dakota	No. 3	Montana-Dakota	No. 3
Rocky Mountain	No. 4	Rocky Mountain	No. 4
Pacific	No. 5	Pacific	No. 5

4. Engine service employees holding seniority as such on October 31, 1985, who establish seniority as trainmen/yardmen pursuant to paragraph (4) of Section 2 of the UTU National Agreement of October 31, 1985, and who thereafter decide to relinquish such seniority as outlined in paragraph (1) above, will be allowed to relinquish such newly acquired seniority provided they notify, in writing, the appropriate Division Superintendent(s) and the UTU Trainmen/Yardmen General Chairmen having jurisdiction in the territory in which they acquire seniority as trainmen/yardmen and provided they do so within ninety (90) days following the effective date of this agreement.

5. Engine service employees establishing seniority as trainmen/yardmen under Article XIII of the UTU National Agreement dated October 31, 1985, and this implementing agreement shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman, hostler or hostler helper, and such employee shall not, by such placement, be given any "present or protected employee" rights under present crew consist agreements or any negotiated in the future.

6. On or after November 1, 1985, any person establishing seniority in engine service on one of the seniority districts set forth in paragraph 3 above, without first establishing seniority as trainman, will establish a seniority date as trainman on the date he or she establishes seniority in engine service on the corresponding trainmen/yardmen seniority district as shown in paragraph 3.

7. An employee establishing engine service seniority on or after November 1, 1985 can not exercise his or her trainmen/yardmen seniority in the event he or she is able to hold any position or assignment in engine service as engineer, fireman on a designated position in passenger service, hostler or hostler helper.

Signed at Fort Worth, Texas, this 28th day of August, 1987
and effective September 1, 1987.

FOR:
UNITED TRANSPORTATION UNION

BY: [Signature]
General Chairman - GN & SP&S

BY: [Signature]
General Chairman - NP

BY: [Signature]
Vice Chairman - NP

BY: [Signature]
General Chairman - GV(S)

FOR:
BURLINGTON NORTHERN RAILROAD
COMPANY

BY: [Signature]
Assistant Vice President
Labor Relations