MEMORANDUM OF AGREEMENT
between the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
and
BURLINGTON NORTHERN INC.

In the application of Section 7 of the Merger Protective Agreement dated June 29, 1965 and Article VII of Implementing Agreement No. 1 dated January 21, 1966, the following provisions of the revised engineers' schedule agreement will be made effective on the Illinois-Wisconsin, Missouri, Nebraska, Wyoming, Lake Superior, Minnesota, Montana-Dakota, Rocky Mountain, and Pacific seniority districts:

ARTICLE 700 - SENIORITY RULES

Section 701. BULLETINING AND FILLING ASSIGNMENTS

701.1 Bulletins

701.1 (1) New assignment vacancies shall be bulletinized for seven days to the seniority district.

701.1 (2) Bulletins shall include the following where applicable:

701.1 (2) a. Nature of service required, work, local, road switch, yard, mine run, etc.

b. Specify train number or designation.

c. Terminal or terminals of assignment.

d. Days of the week service is to be performed and/or rotation of service.

e. Rest days and/or layover point.

f. Time on duty.

g. The office to which corrected job selection cards will be sent.

h. The date assignment will be established.

701.1 (3) Bulletins will state the closing time and
date, which shall be at 12:01 p.m. on the seventh day after
date of issue.

701.1 (4) Additional through freight pool or extra
list assignments will not be bulletinized.

701.2 CHANGES—REBULLETINING PERMANENT VACANCIES

701.2 (1) When assignment mileage on road runs is
increased or decreased by 300 miles or more per month;
changed from straightaway to turnaround or vice versa;
starting times are changed by two hours or more; or if
terminals, layover points, or days on which service is to be
performed are changed on road runs, such runs shall be
considered a new assignment and bulletinized.

701.2 (2) When changes are made in the starting time
of two hours or more or equivalent of 300 miles or more in
monthly earnings of engineers on suburban and short turn-
around passenger service assignments, such assignments shall
be considered new assignments and bulletinized.

701.2 (3) In yard service, when on and off duty
points, rest days or starting times of assigned jobs are
changed by one hour or more, such jobs shall be considered
new assignments and bulletinized.

701.2 (4) Incumbents of assignments bulletinized under
provisions of this section may continue to work the assign-
ment during the period the assignment is under bulletin.

701.3 ENGINEERS’ JOB SELECTION SYSTEM

701.3 (1) Assignment of engineers to permanent vacan-
cies shall be made by the Engineers' Job Selection System.
BLE local chairmen will be furnished a list of all road and
yard assignments in the seniority district, describing and
numbering each assignment, and these listings will be posted
on all bulletin boards where engineers go on and off duty. A
job selection form (as per sample attached) shall be made
available to engineers that will permit them to indicate
their preference of assignment to regular assignments, pool
turns and/or extra board service, in the order of their
preference choices, with or without a fireman, which will be
used in placing locomotive engineers in the event they are
displaced and/or as permanent vacancies occur. The place-
ment of engineers who are on duty at the time job selection
records are worked will become effective upon completion of
their tours of duty, as determined by Section 820.9 of the revised engineers' schedule, quoted below:

"820.9 Engineers will show their arrival time and tie-up on the engineers' register on completion of road service trips and tie-up time on completion of yard tours of duty. The 'arrival time' registered by engineers upon completion of road service trips will govern determination of the relative order in which pool freight and extra list engineers are to be placed on such boards for subsequent service. The tie-up time so registered will govern position of extra engineers following yard service.

"It is understood that other arrangements may be agreed to locally between local carrier officers and local representatives of the BLE."

701.3 (2) Engineers will be privileged to change their job selection cards at any time but they will not become effective until expiration of 48 hours from the time filed. All changes shall be recorded as to the time and date filed.

701.3 (3) Engineers desiring new assignments or assignments that are changed will change their job selection cards with the appropriate offices not later than 48 hours before the expiration of the bulletin.

701.3 (4) An engineer displaced from a run or assignment by a senior engineer in accordance with schedule rules and/or agreements will immediately be assigned to another assignment consistent with such engineer's job selection card on file in that zone.

701.3 (5) A turn added to a through freight pool or extra board will be considered an additional assignment, and it will be assigned to the senior engineer showing preference for it on his job selection card. An engineer will not be permitted to change from one turn to another in the same pool or extra board, except to obtain a pool turn with or without a fireman as specified on his job selection card.

701.3 (6) An engineer displacing into a through freight pool or extra board will displace either the junior engineer
with a fireman, or the junior engineer without a fireman.

701.3 (7) An engineer absent from service during the bulletined period of a new run will be permitted to take such run upon return to duty, provided he does so prior to performing any other service, and provided further that his seniority entitles him to the run.

701.3 (8) An engineer whose job is abolished during the period a new job is under bulletin will be permitted to take one such new run immediately, provided (1) he first indicates such new job on his job selection card, and (2) he is senior to the engineer filling such job during the bulletin period.

701.3 (9) If the number of engineers' pool turns is reduced, the turn held by the junior engineer without a fireman will be removed. That engineer will have an exercise of seniority in accordance with his job selection card.

701.3 (10) Any employee holding seniority as engineer may list any engineers' jobs on his seniority district on his job selection card. However, he will not be placed on an engineer's job if senior engineers are demoted at that location.

Section 707. DEFINITIONS OF VACANCIES

707.1 Temporary - A temporary vacancy is one created — by an assigned engineer being absent for any reason for less than thirty days.

707.2 Permanent - A permanent vacancy is created when an engineer has been, or it is reasonably certain that he will be, absent for thirty days or more. Days of absence while on vacation will not count in calculating the thirty days. See OPS 10-92 2/25/92

707.3 Vacation vacancies will be considered as temporary vacancies regardless of length of assigned vacation.

707.4 New assignment vacancy -

707.4 (1) A new assignment vacancy is one created by a yard assignment being run for four days or more under Section 314.3.

707.4 (2) By a bulletin being issued establishing a new assignment under Section 701.1.

Section 708. FILLING VACANCIES

708.1 Temporary vacancies as defined in Section 707.1 will be filled from the engineer's extra list for the
first seven days of such vacancy. Thereafter, the vacancy will be open to seniority choice and the successful applicant must remain on the vacancy until:

708.1 (1) The regular engineer returns.

708.1 (2) He is displaced by a senior engineer.

708.1 (3) He is awarded a permanent position under the job selection system. In this event, he will have the option of remaining on the temporary vacancy or going on the permanent vacancy.

708.2 (1) A permanent vacancy as defined in Section 707.4 (1) will be filled by the senior engineer who has the assignment shown in preference on his job selection card on record.

708.2 (2) In the event there is no job selection card on record for the assignment the vacancy will be filled as follows:

First: By assignment of the senior demoted engineer working at the location of the vacancy.

Second: By assignment of the junior demoted engineer working in the zone where the vacancy occurs.

Third: By the junior demoted engineer hired subsequent to Implementing Agreement No. 1, or Implementing Agreement No. 2, whichever is applicable, working in an adjacent zone at the nearest location by highway miles where vacancy exists.

NOTE: (a) A location is defined as either a terminal or an outlying point.

NOTE: (b) The seniority districts subject to Implementing Agreement No. 1, as presently defined, are Lake Superior, Minnesota, Montana-Dakota, Rocky Mountain and Pacific.

NOTE: (c) The seniority districts subject to Implementing Agreement
No. 2, as presently defined, are Illinois-Wisconsin, Missouri, Nebraska and Wyoming.

NOTE: (d) Edgemont will be considered as the "nearest location" to Gillette, and Sheridan as the next nearest, for permanent engineer vacancies at Gillette.

Fourth: By the junior demoted engineer who is merger protected per Implementing Agreement No. 1, or who has prior rights per Implementing Agreement No. 2, working in another zone.

NOTE: (e) An engineer subject to Implementing Agreement No. 1 will be notified of an available force-fill assignment on his seniority district. If there is a demoted non-merger protected engineer on the seniority district to fill the assignment, the merger protected engineer may decline to fill the assignment. In the event he declines the force-fill assignment, any merger guarantee payment due him would be subject to an earnings offset of the earnings of the junior engineer on a one-for-one basis.

708.3 A demoted engineer who is force-assigned to a permanent vacancy in another zone will be afforded the rights of a displaced engineer in the zone to which he is forced, subject to his timely filed contingent job selection card.

708.4 OUTLYING POINTS (Points other than the source of supply)

708.4 (1) Temporary vacancies, new assignment vacancies (the bulletin period thereof) and extra service shall be filled by the senior demoted engineer at the outlying point.

708.4 (2) If there is no demoted engineer at the outlying point the vacancy shall be filled from the engineers'
extra list at the nearest point, by highway miles, within that seniority district.

708.4 (3) An extra list engineer so used will fill the vacancy for seven days except if he should be the senior applicant for a permanent vacancy or a new assignment.

708.4 (4) An extra list engineer filling a vacancy at an outlying point will be released from such vacancy after seven days if he so requests. In the event the assignment is working less than seven days per week the extra engineer will be relieved, if he so requests, following the last working day preceding the rest day(s) of the assignment provided such extra engineer has filled the assignment at least five days.

708.4 (5) After the expiration of seven days, seniority will prevail in the filling of temporary vacancies at outlying points for engineers desiring to fill such vacancy. (See Section 708.1.)

This agreement shall become effective May 1, 1981 on the Illinois-Wisconsin, Missouri, Nebraska and Wyoming seniority districts. On the Lake Superior, Minnesota, Montana-Dakota, Rocky Mountain and Pacific seniority districts, it may become effective on the first day of a month beginning June 1, 1981, but not later than January 1, 1982. The exact effective date on those five seniority districts will be agreed upon by the parties.

Signed at St. Paul, Minnesota, this 24th day of April, 1981.

For BROTHERHOOD OF LOCOMOTIVE ENGINEERS

[Signature]
General Chairman

For BURLINGTON NORTHERN INC.

[Signature]
Vice President-Labor Relations

[Signature]
Vice President

DRCABLE, 72
Date: March 16, 2001

To: Bobby Pechol
Brad Henry

Subject: BLE 700 Rules at consolidated terminals

We have reached an understanding with the BLE regarding engineers permanent bids (700 Rules) at consolidated terminals. This understanding should eliminate any question as to the handling of permanent bids when engineers go from one collective-bargaining agreement to another at consolidated terminals where one collective-bargaining agreement does not come under permanent bid rules.

Thanks,

Copy: LR Ops
Bill Costello (BLE 700 Rules)
Mr. Milton H. Siegele  
AVP/LR, BNSF  
2600 Lou Menk Drive  
P.O. Box 961030  
Fort Worth, Texas 76161-0030  

March 1, 2001  
File: 700 Rules/Permanent Bid  

Dear Mr. Siegele:

This is in reference to the movement of engineers, at consolidated terminals, between assignments handled under the former BN 700 Rule permanent bid system and other methods of assigning engineers. The following understanding is intended to resolve existing inequities when engineers move between the various systems of assigning engineers.

It is understood that when an engineer at a consolidated terminal places to an assignment outside of the 700 Rule permanent bid system, he will be allowed to pull or cancel his permanent bid sheet. The involved engineers will not be required to maintain a permanent bid sheet while working outside of the 700 Rule permanent bid system.

In the event the an engineer working outside of the 700 Rule permanent bid system, who has no displacement rights, wishes to bid back into the 700 Rule permanent bid system, a new permanent bid sheet must be filed and the 48 hour waiting period for the bid to be activated will apply. This section would also apply to engineers exercising a thirty (30) day bump into the 700 Rule permanent bid system.

However, in the event an engineer working outside of the 700 Rule permanent bid system is displaced and wishes to place to an assignment within the 700 Rule permanent bid system, he will be allowed to immediately file a new permanent bid sheet at the time that he is notified of the displacement, and the 48 hour waiting period for the bid to be activated will be waived.

If you concur, please indicate so by signing below.

Sincerely,

M.W. Geiger, Jr.  
General Chairman  
DRP

[Signature]

1 concur,

M.H. Siegele  
AVP/ Labor Relations

700Rulebidbump3/1/01 ver2
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ARTICLE 700 - SENIORITY RULES

Section 701. BULLETINING AND FILLING ASSIGNMENTS

| 701 General | Q. How does the Job Selection System affect Engineer's Merger Guarantee? |
| Q. How does the Job Selection System affect Engineer's Merger Guarantee? | A. It does not. Engineer must select assignments the same as previously under the merger agreements. |

701.1 Bulletins

701.1 (1) New assignment vacancies shall be bulletined for seven (7) days to the seniority district.

| 701.1(1) | Q. Are pool turns and extra list assignments bulletined? |
| Q. Are pool turns and extra list assignments bulletined? | A. No. (See 701.1(4)). |

701.1(2) Bulletins shall include the following where applicable:

701.1(2) a. Nature of service required, work, local, road switch, yard, mine run, etc.

701.1(2) b. Specify train number or designation.

701.1(2) c. Terminal or terminals of assignment.

701.1(2) d. Days of the week service is to be performed and/or rotation of service.

701.1(2) e. Rest days and/or layover point.
A. No. Per answers to the above two questions it would be necessary for the bulletin to be posted at the tie-up point, of the involved engineer, prior to the actual time such engineer tied up to be designated as his having access to the bulletin.

701.3(8) An engineer whose job is abolished during the period a new job under bulletin will be permitted to take one such new run immediately, provided (1) he first indicates such new job on his job selection card, and (2) he is senior to the engineer filling such job during the bulletin period.

701.3(8) Q. If an engineer takes a job under bulletin, how long is he entitled to that job?

A. Only until the expiration of the bulletin unless he is the senior engineer bidding on the job, in which case he is assigned as per the bulletin.

701.3(8) Q. Does this entitle the engineer to change his job selection bid when displaced?

A. Yes, the 48-hour prerequisite is waived under these circumstances.

701.3(8) Q. The extra man working the assignment under bulletin is senior to the engineer whose job is abolished. Can the senior extra engineer be displaced?

A. No.

701.3(9) If the number of engineers' pool turns is reduced, the turn held by the junior engineer without a fireman will be removed. That engineer will have an exercise of seniority in accordance with his job selection card.

701.3(10) Any employee holding seniority as engineer may list any engineers' jobs on his seniority district on his job selection card. However, he will not be placed on an engineer's job if senior engineers are demoted at that location.
701.2(2) When changes are made in the starting time of two hours or more or equivalent of 300 miles or more in monthly earnings of engineers on suburban and short turn around passenger service assignments, such assignments shall be considered new assignments and bulletined.

701.2(2) Q.&A. Same as 701.2(1)

701.2(3) In yard service, when on and off duty points, rest days or starting times of assigned jobs are changed by one hour or more, such jobs shall be considered new assignments and bulletined.

701.2(3) Q.&A. Same principle as 701.2(1), except yard starting times rules will also apply and time change is limited to 59".

701.2(4) Incumbents of assignments bulletined under provisions of this section may continue to work the assignment during the period the assignment is under bulletin.

701.2(4) Q. Is this continuation of work on the assignment subject to Rule 701.3(8)?
A. Yes.

701.3 ENGINEERS' JOB SELECTION SYSTEM

701.3(1) Assignment of engineers to permanent vacancies shall be made by the Engineers' Job Selection System. BLE local chairmen will be furnished a list of all road and yard assignments in the seniority district, describing and numbering each assignment, and these listings will be posted on all bulletin boards where engineers go on and off duty. A job selection form shall be made available to engineers that will permit them to indicate their preference of assignment to regular assignments, pool turns and/or extra board service, in the order of their preference choices, with or without a fireman, which will be used in placing locomotive engineers in the event they are displaced and/or as permanent vacancies occur. The placement of engineers who are on duty at the time job selection records are worked will become effective upon completion of their tours of duty, as determined by Section 820.9 of the revised engineer's
701.3(4) An engineer displaced from a run or assignment by a senior engineer in accordance with schedule rules and/or agreements will immediately be assigned to another assignment consistent with such engineer's job selection card on file in that zone.

NOTE EXCEPTIONS: Provided under Sections 701.24(4), 701.3(7), 701.3(8) and 708.3

701.3(4) Q. What procedure is to be used if an engineer cannot hold any of the jobs shown on his job selection bid and there are junior engineers working at that location?
   A. Such engineer is required to displace the junior engineer working within the zone.

701.3(4) Q. What procedure is to be used if an engineer cannot hold any of the jobs listed on his job selection bid and there are no junior engineers' assignments that his seniority requires that he fill at that location?
   A. Such engineer is demoted and placed according to rules governing his new craft.

701.3(5) A turn added to a through freight pool or extra board will be considered an additional assignment, and it will be assigned to the senior engineer showing preference for it on his job selection card. An engineer will not be permitted to change from one turn to another in the same pool, except to obtain a pool turn with or without a fireman as specified on his job selection card.

701.3(5) Q. What effect does it have if no preference is indicated as to working with a fireman or without a fireman?
   A. If the fireman/no fireman designation is not made, the engineer will displace the junior engineer in the pool.

701.3(5) Q. If a pool engineer changes his Bid Sheet from "Freight Pool with a fireman" to "Freight Pool without a fireman", will he be reassigned 48 hours later? Likewise if he changes his bid sheet the opposite way?
   A. No. First an exercise of seniority must take place by a Pool Engineer into or out of the Freight Pool in which he vacates a turn with or without a fireman.
701.3(2) Engineers will be privileged to change their job selection cards at any time but they will not become effective until expiration of 48 hours from the time filed. All changes shall be recorded as to the time and date filed.

701.3(2) Q. When is the 48 hour validation period waived?
A. Only under circumstances provided for in sections 701.2(4) and 701.3(8).

701.3(2) Q. May an Engineer have a Job Selection bid on file at several zones or locations that are not identical?
A. No. This is further explained in the next question and answer.

701.3(2) Q. If an engineer is working in a zone and moves to another zone, does that void his bid in the zone where he was previously working?
A. No. But if a new bid is filed in the new zone, an identical bid must be filed in the zone where he was previously working, as well as all other zones where his bid is on file.

Bids in all zones listed are in effect until a new Job Selection bid is filed at any one location.

701.3(3) Engineers desiring new assignments or assignments that are changed will change their job selection cards with the appropriate offices not later than 48 hours before the expiration of the bulletin.

701.3(3) Q. If the office where bid is to be sent is in another zone, when does the bid become effective?
A. 48 hours after it is filed at any location, within the seniority district.
(See 701.3(2))
schedule, quoted below:

"820.9 Engineers will show their arrival time and tie-up on the engineers' register on completion of road service trips and tie-up time on completion of yard tours of duty. The 'arrival time' registered by engineers upon completion of road service trips will govern determination of the relative order in which pool freight and extra list engineers are to be placed on such boards for subsequent service. The tie-up time so registered will govern position of extra engineers following yard service.

It is understood that other arrangements may be agreed to locally between local carrier officers and local representatives of the BLE."

701.3(1)  Q. May an engineer who has been displaced change his Job Selection Bid, then be off for 48 hours and then be reassigned according to the new Job Selection Bid?

A. No. He is placed according to the Job Selection bid that was valid at the time of displacement.

701.3(1)  Q. Can an engineer change a Job Selection Bid by altering a previous Job Selection Bid that is on file?

A. No. Job Selection Bids containing erasures or alterations of job assignments are not valid. Alterations only may be made in the date of assignment column by the crew caller.

701.3(1)  Q. Should an engineer retain a copy of his Job Selection Bid?

A. Yes. When filing a Job Selection Bid, each copy should be receipted with the date, time, location and name of the person with whom the bid is filed.

701.3(1)  Q. Should a demoted Engineer file a "Job Selection Bid" Sheet?

A. Yes. Every demoted Engineer should file and keep his Engineers Bid Sheet current. When he is promoted he will then be assigned per his Bid Sheet, seniority permitting and not be forced assigned.
Second, there must be an exercise of seniority by a fireman vacating or filling a fireman pool turn. When under the firemen's rules it is established a fireman will or will not be assigned to that pool turn the engineers will be reassigned per his bid sheet.

701.3(6) An engineer displacing into a through freight pool will displace either the junior engineer with a fireman, or the junior engineer without a fireman.

701.3(6) Q. May a junior engineer showing a preference either with or without a fireman displace a senior engineer who does not show the preference?

A. No. A junior engineer cannot displace a senior engineer.

701.3(7) An engineer absent from service during the bulletined period of a new run will be permitted to take such run upon return to duty, provided he does so prior to performing any other service, and provided further that his seniority entitles him to the run.

701.3(7) Q. May an engineer who is on vacation, sick leave or other authorized leave of absence file a Job Selection Bid?

A. Yes. However, in some cases it would not be necessary. For example, if an assignment was not advertised until after the engineer had completed service prior to his absence, it would not be necessary for him to change his bid since he would have the right to do so upon his return to service.

701.3(7) Q. If the engineer has access to the job bulletin prior to vacation, etc., would he have displacement privileges upon return to service?

A. No. The interpretation of "access" as used above is: The bulletin would have to be posted prior to the tie-up time of the engineer as of his last service preceding his absence.

701.3(7) Q. In the above question, for example, if an engineer's vacation started at midnight and the bulletin was advertised 6 hours prior (or less) to his vacation, would this be considered as having access to the bulletin?
f. Time on duty.

g. The office to which corrected job selection cards will be sent.

h. The date assignment will be established.

<table>
<thead>
<tr>
<th>701.1(2)(h)</th>
<th>Q. Can job bulletins be issued establishing a job &quot;on or about&quot; a certain date?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Yes, provided the bulletin so specifies and the successful bidder remains on his previous job until the bulletined job is inaugurated.</td>
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<tr>
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<tr>
<td>A. By an extra list engineer (See also 701.3(8)).</td>
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</table>

701.1(3) Bulletins will state the closing time and date, which shall be at 12:01 p.m. on the seventh day after date of issue.

<table>
<thead>
<tr>
<th>701.1(3)</th>
<th>Q. If any zone has board changes established at a specified time other than 12:01 PM, can the specified closing time be other than 12:01 PM?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Yes, the 12:01 PM time can be changed according to Local Agreement.</td>
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</table>

701.1(4) Additional through freight pool or extra list assignments will not be bulletined.

701.2 CHANGES-REBULLETINING PERMANENT VACANCIES

701.2(1) When assignment mileage on road runs is increased or decreased by 300 miles or more per month; changed from straightaway to turnaround or vice versa; starting times are changed by two hours or more; or if terminals, layover points, or days on which service is to be performed are changed on road runs, such runs shall be considered a new assignment and bulletined.

| 701.2(1) | Q. Can the starting time of an assignment be changed by notice more than 1'59" from the original bulletined starting time without considering the assignment as a new assignment? |
SECTION 707. DEFINITIONS OF VACANCIES

707.1 Temporary - A temporary vacancy is one created by an assigned engineer being absent for any reason for less than thirty days.

707.2 Permanent - A permanent vacancy is created when an engineer has been or it is reasonably certain that he will be, absent for thirty days or more. Days of absence while on vacation will not count in calculating the thirty days.

707.2 Q. When is a board change made under Section 707.2 (Permanent Vacancies)?

A. Engineer "D" may be off ill 25 days and it is apparent he will not return to service for several more weeks.

The BLE Local Chairman and proper Carrier Officers will agree to have Engineer "D"s assignment filled as a permanent vacancy due to Engineer "D" being absent 25 days.

If the BLE Local Chairman or Carrier Officer have not agreed to a board change in less than 30 days under this rule, the board change will be made on the 31st day of the vacancy at the usual time of day that board changes are made.

707.1 Q. Does one T.V. create another T.V.?

A. Yes. After the seven day period.

707.1 Q. Can an Engineer holding a regular pool turn mark up onto a Temporary Vacancy in the same pool?

A. No.

707.3 Vacation vacancies will be considered as temporary vacancies regardless of length of assigned vacation.

Have a ten (10) Engineer Extra Board. On a given day, three (3) start vacation and two (2) mark up on temporary vacancies.

Q. Should these five (5) extra board turns be treated as temporary vacancies?
QUESTIONs AND ANSWERS - AGREEMENT EN 4/24/81 OPs. 35-81

1. 701 General
   Q. Will Job Selection System eliminate the Twin Cities' monthly "Sadie Hawkins" Day?
   A. No. The 30-day open displacement feature will continue in the Twin Cities Terminal.

2. 701 General
   Q. Will engineers working from the Yard Order Selection List be allowed to bid for new assignments in road or yard service?
   A. Yes. Engineers will be able to bid and place on yard and road assignments in their respective seniority districts, and on Twin City Terminal yard assignments as per the Yard Order Selection List.

3. 701 General
   Q. May a road engineer bid assignments covered by the Yard Order Selection List?
   A. Yes, as per Agreement EN 4/24/81-0Ps. 35-81.

4. 701 General
   Q. What other effect will this agreement have on the Twin Cities Terminal yard?
   A. Section 8(d) of Article II, Implementing Agreement No. 1 is eliminated, and Job Selection bids will be used for bid and job assignment purposes.

5. 701.1(1)
   Q. Are pool turns and extra list assignments bulletined?
   A. No. (See 701.1(4)).

6. 701.1(2)(h)
   Q. Can job bulletins be issued establishing a job "on or about" a certain date?
   A. Yes, provided the bulletin so specifies and the successful bidder remains on his previous job until the bulletined job is inaugurated.

7. 701.4(2)(h)
   Q. If job is established immediately, how is the job protected until the bulletin expires?
   A. By an extra list engineer (See also 701.3(8)).
8. 701.1(3) Q. If any zone has board changes established at a specified time other than 12:01 PM, can the specified closing time be other than 12:01 PM?

A. Yes, the 12:01 PM time can be changed according to Local Agreement.

9. 701.2(1) Q. Can the starting time of an assignment be changed by notice more than 1'59" from the original bulletin? Starting time without considering the assignment as a new assignment?

A. No.

10. 701.2(2) Q.&A. Same as 701.2(1)

11. 701.2(3) Q.&A. Same principle as 701.2(1), except yard starting times rules will also apply and time change is limited to 59".

12. 701.2(4) Q. Is this continuation of work on the assignment subject to Rule 701.3(8)?

A. Yes.

13. 701.3(1) Q. May an engineer who has been displaced change his Job Selection bid then be off for 48 hours and then be reassigned according to the new Job Selection bid?

A. No. He is placed according to the Job Selection bid that was valid at the time of displacement.

14. 701.3(1) Q. Can an engineer change a Job Selection bid by altering a previous Job Selection bid that is on file?

A. No. Job Selection bid containing erasures or alterations of job assignments are not valid. Alterations may be made in the date of assignment column by the crew caller.

15. 701.3(1) Q. Should an engineer retain a copy of his Job Selection bid?

A. Yes. When filing a Job Selection bid, each copy should be receipted with the date, time, location and name of the person with whom the bid is filed.
16. 701.3(2) Q. When is the 48-hour validation period waived?
A. Only under circumstances provided for in Sections 701.2(4) and 701.3(8).

17. 701.3(2) Q. May an Engineer have a Job Selection bid on file at several zones or locations that are not identical?
A. No. This is further explained in the next question and answer.

18. 701.3(2) Q. If an engineer is working in a zone and moves to another zone, does that void his bid in the zone where he was previously working?
A. No, but if a new bid is filed in the new zone, an identical bid must be filed in the zone where he was previously working, as well as all other zones where his bid is on file.

Bids in all zones listed are in effect until a new Job Selection bid is filed at any location.

19. 701.3(3) Q. If the office where bid is to be sent is in another zone, when does the bid become effective?
A. 48 hours after it is filed at any location, within the seniority district. (See 701.3(2)).

NOTE - EXCEPTIONS

20. 701.3(4) Provided under Sections 701.24(4), 701.3(7), 701.3(8) and 706.3.

21. 701.3(4) Q. What procedure is to be used if an engineer cannot hold any of the jobs shown on his Job Selection bid and there are junior engineers working at that location?
A. Such engineer is required to displace the junior engineer working within the zone.
22. 701.3(4) Q. What procedure is to be used if an engineer cannot hold any of the jobs listed on his Job Selection bid and there are no junior engineers' assignments that his seniority requires that he fill at that location?

A. Such engineer is demoted and placed according to rules governing his new craft.

23. 701.3(5) Q. What effect does it have if no preference is indicated as to working with a fireman or without a fireman?

A. If the fireman/no fireman designation is not made, the engineer will displace the junior engineer in the pool.

24. 701.3(7) Q. May an engineer who is on vacation, sick leave or other authorized leave of absence file a Job Selection bid?

A. Yes. However, in some cases it would not be necessary. For example, if an assignment was not advertised until after the engineer had completed service prior to his absence, it would not be necessary for him to change his bid since he would have the right to do so upon his return to service.

25. 701.3(7) Q. If the engineer has access to the job bulletin prior to vacation, etc., would he have displacement privileges upon return to service?

A. No. The interpretation of "access" as used above is: the bulletin would have to be posted prior to the tie-up time of the engineer as of his last service preceding his absence.

26. 701.3(7) Q. In the above question, for example, if an engineer's vacation started at midnight and the bulletin was advertised 6 hours prior (or less) to his vacation, would this be considered as "having access to the bulletin?"

A. No. Per answers to the above two questions it would be necessary for the bulletin to be posted at the tie-up point, of the involved engineer, prior to the actual time such engineer tied up to be designated as his having access to the bulletin.
27. 701.3(8)  Q. If an engineer takes a job under bulletin, how long is he entitled to that job?
   A. Only until the expiration of the bulletin unless he is the senior engineer bidding on the job, in which case he is assigned as per the bulletin.

28. 701.3(8)  Q. Does this entitle the engineer to change his Job Selection bid when displaced?
   A. Yes, the 48-hour prerequisite is waived under these circumstances.

29. 708.4  Q. Is it necessary or permitted to list temporary vacancy choices on Job Selection bid?
   A. No.

30. 708.3  Q. What constitutes a "timely filed" Job Selection bid under this provision?
   A. "Timely filed" under this provision means the immediate filing of a Job Selection bid upon his reporting for work in the zone to which he was forced.

31. 708.3  Q. Can an engineer who is forced to a particular zone elect to go to another zone in lieu of the force move?
   A. No. He must report to the zone to which he is forced.

32. 708.4(1)  Q. Explain Section 708.4(1). temporary vacancy choices on Job Selection bid?
   A. The agreed to application is:

Example: Have 4 assignments, 2 of which have fireman assigned at an outlying point.

Senior demoted engineer #1 will fill first engineer's assignment (temporary) and remain on the temporary assignment until the regular engineer reports. He cannot be
used on another assignment as an engineer, unless the assigned engineer has reported for service.

In this event, if demoted engineer #2 had also been used as an engineer (temporary) and this is still a vacancy - demoted engineer #1 will be used on this assignment.

This prevents senior demoted engineers (firemen) from working for a junior demoted engineer as a fireman.

Cannot use a demoted engineer (fireman) from job to job on a one trip or day basis.

When demoted engineer fills assignment he remains on it until the regular engineer reports or a senior demoted engineer is available at that location.
Mr. W. M. Dunegan, Gen. Chmn.  
Brotherhood of Locomotive Engineers  
1003 Pioneer Building  
St. Paul, Minnesota 55101  

April 24, 1981

Dear Mr. Dunegan:

In reference to Labor Agreements BN 4/24/81 Ops-33-81,  
4/24/81 Ops-35-81, and 4/24/81 Ops-36-81, executed this  
date, the parties recognize that, although independent of  
each other, these agreements were reached as part of a  
single negotiating process.

It was further understood that Labor Agreement BN 4/24/81  
Ops-35-81, Adjustments of Engineers' Working Lists, is not  
intended to be applied in a manner that will cause engi-  
neers' merger guarantee payments to increase.

Sincerely,

A. E. Egbers  
Vice President

ACCEPTED:

W. M. Dunegan  
General Chairman BLE

ch2831

cc: Mr. J. D. Allen, VP, BLE
February 25, 1982

Mr. W. M. Dunegan, Gen. Chmn.
Bro. of Locomotive Engineers
1003 Pioneer Building
St. Paul, Minnesota 55101

Dear Mr. Dunegan:

With reference to Agreement BN 4/24/81 Ops 35–81, which revised the seniority rules.

Section 707.2 of this Agreement reads as follows:

"Permanent - A permanent vacancy is created when an engineer has been, or it is reasonably certain that he will be, absent for thirty days or more. Days of absence while on vacation will not count in calculating the thirty days."

The above agreement is intended to apply when an engineer is absent from his assignment for any cause (except vacation) for a period of 30 days or more.

If you agree that the above is correct, please sign the duplicate copy of this letter.

Sincerely,

[Signature]

J. L. Russell
Director of Labor Relations

[Signature]

W. M. Dunegan
General Chairman BLE

ch721
MEMORANDUM OF AGREEMENT

With reference to Agreement BN 4/24/81, OPS 35-81, pertaining to Job Selection Rules.

Section 708.2 (2) reads in part:

"Second: By assignment of the junior demoted engineer working in the zone where the vacancy occurs."

In the application of the above, it is agreed:

In the event a junior demoted engineer returns to work in a zone where there is a forced engineer, that forced engineer will be reassigned upon request.

FOR BURLINGTON NORTHERN RAILROAD COMPANY: FOR BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

[Signature]
Director of Labor Relations

[Signature]
General Chairman

DRCABLE3, 22
November 29, 1982
File: BN-4/24/81-OPS 35-81/
Temporary Vacancy

Mr. J. L. Russell
Director of Labor Relations
Burlington Northern Railroad Co.
176 East Fifth Street
St. Paul, Minnesota 55101

Dear Mr. Russell:

In reference to our phone conversation on November 26, 1982, it is our position that BLE BN 4/24/81 OPS 35-81 Section 707.1, and Section 708.1 would be interpreted as read:

"A temporary vacancy is one created by an assigned engineer being absent for any reason for less than 30 days."

The temporary vacancy would be filled from the engineers extra board for the first (7) seven days of such vacancy. Thereafter the vacancy would be open for the exercise of seniority.

It is our position that an engineer could lay off, due to sickness, or personal business and afterwards elect to take part or all of his vacation. The first seven days of this off duty time would go to the Engineers extra board and thereafter would be open for the exercise of seniority by the senior Engineer making application to same. If there is no exercise of seniority the temporary vacancy would be filled from the engineers extra board per Section 708.

If you are in agreement to the application of the above agreement please sign and return a copy to this office.

Very truly yours,

Signed: J. L. Russell

M. L. Glover
Vice Chairman

MLG:mcp
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
GENERAL COMMITTEE OF ADJUSTMENT
BURLINGTON NORTHERN RAILROAD COMPANY
333-ON-SIBLEY STREET, SUITE 410
ST. PAUL, MINNESOTA 55101
Phone (612) 224-5441

August 17, 1983
File: BN 4/24/81 OPS 35-81/
Temporary Vacancy at
an outlying point

Mr. J. L. Russell
Director of Labor Relations
Burlington Northern Railroad Co.
176 East Fifth Street
St. Paul, Minnesota 55101

Mr. W. C. Sheak
Asst. Vice Pres - Labor Relations
Burlington Northern Railroad Co.
176 East Fifth Street
St. Paul, Minnesota 55101

Dear Sirs:

This is written to clarify our understanding on the Job Selection
Rule BN 4/24/81 OPS 35-81, specifically 707.1 (temporary vacancy) at
an outlying point or location and the filling thereof per section
708.4 (1).

In the event there is no demoted engineer (fireman) at the point or
the demoted engineer is laying off for any reason during the time
the regular assigned engineer lays off and Carrier is required to
use an extra board engineer, the following is applicable.

Our understanding is that the temporary vacancy will be filled from
the engineers Extra Board, per Section 708.1. The extra board
engineer will continue on the temporary vacancy until the regular
assigned engineer returns, or he is displaced by a senior engineer
after seven (7) days or he is awarded a permanent position under the
Job Selection System.

Of course it being understood the extra board engineer would have
the option of exercising his seniority to the temporary vacancy
after seven (7) days.

In the event the demoted engineer (fireman) assigned to the
outlying point marks up for service, he will continue on his
regular assignment as a fireman.

BURLINGTON NORTHERN R.R. CO.

VICE PRESIDENT
LABOR RELATIONS
August 17, 1983
File: EN 4/24/81 OPS 35-81/
Temporary Vacancy at
an outlying point

Mr. J. L. Russell
Director of Labor Relations

Mr. W. C. Sheak
Asst. Vice Pres. - Labor Relations

The extra board engineer was called to fill the assignment of the regular engineer who had laid off and will remain on the assignment per section 708 of our Job Selection System.

If you are agreeable to this interpretation of the above agreement, please sign and return a copy to our office.

Signed: [Signature]

Very truly yours,

M. L. Glover
Vice Chairman
Mr. J. L. Russell  
Director of Labor Relations  
Burlington Northern Railroad Co.  
176 E. 5th Street  
St. Paul, Minnesota 55101  

January 27, 1984  

Dear Mr. Russell:  

The claims of Engineer G. L. Siepker and Fireman D. J. Lindholm, identified by the above file numbers were discussed in conference on January 10, 1984, at which time a compromise settlement to allow fifty percent (50%) of the total claims was agreed to.  

This settlement was made with the understanding that under the terms of the agreement BN 4/24/81, OPS-35-81, those engineers manning assignments whose starting time is changed two (2) hours or more will not be required to remain on such assignments, and it will be treated as a new assignment and bulletined to the seniority district. If the starting time for an assignment is to be changed two hours, or more, the affected engineer shall be notified prior to going off duty before the close of the last shift worked, prior to the new scheduled starting time of the assignment. At the time notified the affected engineer may elect to stay on the assignment, during the seven (7) day bulletin period of the new job, consistent with filing a new job selection card, or he will be immediately reassigned per his job selection card on file.  

When an assignment is altered so that the mileage is increased or decreased by three hundred (300) line miles per month or the starting time is changed two (2) hours or more it shall be treated just as though it is a new assignment. At the end of the seven (7) day bulletin period it will be assigned to the senior engineer showing preference for the assignment on his job selection card.  

Very truly yours,  

R. E. Pelava  
General Chairman  

J. L. Russell  
Director of Labor Relations  
Burlington Northern Railroad Co.
Mr. J. L. Russell  
Director of Labor Relations  
Burlington Northern Railroad Co.  
176 East Fifth Street  
St. Paul, Minnesota 55101  

July 18, 1984

Dear Mr. Russell:

This is written to clarify our understanding on the Job Selection Rule BN 4/24/81 OPS 35-81, specifically 707.1 (temporary vacancy) at an outlying point or location on the filling thereof per section 708.4(1).

In the event there is no demoted engineer (fireman) at the point or the demoted engineer is laying off for any reason during the time the regular assigned engineer lays off and Carrier is required to use an extra board engineer, the following is agreed to:

A temporary vacancy will be filled from the engineers Extra Board per Section 708.1. The extra board engineer will continue on the temporary vacancy until the regular assigned engineer returns, or he is displaced by a senior engineer after seven (7) days or he is awarded a permanent position under the Job Selection System.

Of course it being understood the extra board engineer would have the option of exercising his seniority to the temporary vacancy after seven (7) days according to his seniority standing.

The extra board engineer was called to fill the assignment of the regular engineer who had laid off and will remain on the assignment per section 708 of our Job Selection System.

If you are agreeable to this understanding of the above agreement, please sign and return one copy to our office.

Very truly yours,

R. E. Pelava  
General Chairman

SIGNED:

J. L. Russell  
Dir. - Labor Relations - BNRC  
REP: mcp
MEMORANDUM OF AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
And The
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED

Memorandum of Agreement dated April 24, 1981 (the 700 Rules) between the Brotherhood of Locomotive Engineers and Burlington Northern Inc. is modified as follows for application on the Sioux City Zone of the Nebraska Seniority District.

708.2 (1) In filling permanent engineer vacancies, as defined in Section 707.4 (1) for engineers on that portion of the Sioux City Zone which embraces yard service at Sioux Falls and Sioux City, and road service headquartered out of Sioux City, for which Sioux City will be the source of supply on territory between Sioux City and Willmar, Sioux City and Watertown and Yankton and Watertown, on the former GN Sioux City Third Seniority District, engineers with job selection cards on record showing preference for an assignment will be given preference to such assignments in the following order:

First: Lake Superior (former GN, Sioux City 3rd) District engineers with a seniority date prior to October 11, 1974, as provided in Implementing Agreement No. 2.

Second: Nebraska Seniority District engineers.

Third: Lake Superior Seniority District engineers with a seniority date on or after October 11, 1974.

708.2 (2) In the event there is no job selection card on record for a permanent vacancy on that portion of the Sioux City Zone which embraces yard service at Sioux Falls and Sioux City, and road service headquartered out of Sioux City, for which Sioux City will be the source of supply on territory between Sioux City and Willmar, Sioux City and Watertown and Yankton and Watertown, on the former GN Sioux City Third Seniority District, the vacancy will be filled as follows:

First: By the senior demoted engineer (either Nebraska or Lake Superior Seniority District) working at the location of the vacancy.

Second: By the junior demoted engineer (either Nebraska or Lake Superior Seniority District) working in the Sioux City Zone.

Third: By the junior demoted engineer, hired on or subsequent to October 11, 1974, working in an adjacent zone of either the Lake Superior or Nebraska Seniority Districts, at the nearest location, by highway miles, where the vacancy exists.

Except as specifically modified herein, all provisions of Memorandum of Agreement dated April 24, 1981 (the so-called 700 Rules) and Agreement dated October 11, 1974, effective December 1, 1974 (Implementing Agreement No. 2), will remain in effect.
This agreement shall become effective on August 10, 1991. Signed at Fort Worth, Texas and effective this 10th day of August, 1991.

For: THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

W. C. Kappin
General Chairman

For: BURLINGTON NORTHERN RAILROAD COMPANY

R. E. Carlyle
Asst. Vice President Labor Relations
MEDIATION AGREEMENT, CASE A-9152,  
Sub. 1, Sub. 2, Sub. 3 and Sub. 4.  
DATED JULY 19, 1972  
between  
RAILROADS REPRESENTED BY THE  
NATIONAL CARRIERS' CONFERENCE COMMITTEE  
and their  
EMPLOYEES REPRESENTED BY THE  
UNITED TRANSPORTATION UNION
MEDIATION AGREEMENT

This Agreement made this 19th day of July, 1972 by and between the participating carriers listed in Exhibit "A" attached hereto and made a part hereof and represented by the National Carriers' Conference Committee and employees of such Carriers shown thereon and represented by the United Transportation Union (Enginemen).

The Carriers and the United Transportation Union desire at this time to establish a formal training program, which, together with on-the-job training, will accelerate training, qualifying and promotion of firemen (helpers) to the craft of Locomotive Engineers. They therefore enter into this Agreement:

ARTICLE I - GENERAL

A. The Carrier will establish and maintain a training program to accelerate the training, qualifying and promotion of firemen (helpers) to the craft of Locomotive Engineers in accordance with the terms of this Agreement.

B. The recruitment, selection, employment and training of firemen (helpers) under this program shall be without discrimination because of race, color, religion, national origin or sex.

ARTICLE II - ELIGIBILITY

A. 1. Each fireman (helper) shall be given a seniority date as a fireman (helper) in accordance with applicable agreements now in effect.

Firemen (helpers) shall be required to accept training and promotion according to their relative standing on the Firemen's Seniority Roster in their respective seniority district, except as otherwise provided in this Agreement. See Note 1.

A. 2. Subsequent to the adoption of this Agreement, and except as provided herein, no employee, not previously qualified, shall be eligible to be promoted to the craft of locomotive engineer, without first entering the service as fireman (helper) and completing the training set forth herein.

E. 1. The Carrier will expedite the training, qualifying and promotion of firemen (helpers) having a seniority date as such on the effective date of this Agreement, and such training, qualifying and promotion will be completed before the training, qualifying and promotion of new firemen (helpers) becomes applicable under the terms of this Agreement. In the application of this paragraph any existing agreement between the parties requiring a minimum length of service before a fireman (helper) is eligible for promotion is superseded by this Agreement, unless mutually agreed to the contrary by the parties on an individual Carrier.
Note: This Agreement shall not require the training or promotion of firemen (helpers) on seniority rosters on the effective date of this Agreement who have not heretofore been required to accept promotion, including, but not limited to firemen (helpers) who are physically disqualified, fixtures, non-promotables under certain court decisions or non-promotables by reason of discipline.

B. 2. Firemen (helpers) who are engaged in an accelerated training program under existing agreements on individual railroads will continue their training to completion in accordance with the terms of such agreements notwithstanding the modification of such agreements as provided herein.

B. 3. Subject to the provisions of Paragraphs B. 1 and B. 2 above, all firemen (helpers) hired subsequent to the effective date of this Agreement will be required to enter the training program within one year from the date of their employment and be continued therein until completion of the training program which shall not exceed six months. Length of service requirements in existing agreements between the parties are hereby modified to conform to this paragraph unless mutually agreed to the contrary by the parties on an individual Carrier.

C. Firemen (helpers) having a seniority date as such on the effective date of this Agreement who have failed promotional examinations under existing agreements prior to the effective date of this Agreement will be given consideration for retraining by the General Chairman and the Carrier.

D. No fireman (helper) shall be deprived of his rights to examination, nor to promotion in accordance with his relative standing on the fireman's roster, because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence; provided, that upon his return he shall be immediately called and required to take examination and accept proper assignment.

E. If a junior fireman (helper) is promoted out of turn, such junior fireman (helper) will rank below any senior fireman (helper) as an engineer, when such senior fireman (helper) completes the program and is given a certificate as an engineer, unless agreements on an individual Carrier provide otherwise.

F. If there is an immediate need for locomotive engineers on a particular seniority district on the effective date of this Agreement, firemen (helpers) may be required to enter the training program in seniority order irrespective of their length of service as firemen (helpers).
ARTICLE III - TRAINING PROGRAM

A. The training program shall consist of classroom instruction and work experience as determined by the Carrier. As necessary, classrooms, books, materials and instructions shall be furnished by the Carrier.

B. Examinations will be prepared and administered by the Carrier.

C. The training program and any intended substantial changes therein shall be reviewed from time to time by the Carrier Representative and the UTU(E) General Chairman.

D. The General Chairmen shall be furnished the name and address of each fireman (helper) entering the training program, showing the date he is placed in training. Further, the General Chairmen will be advised by the Carrier of the names and location of the supervisors in charge of administering the training program.

E. The Carrier shall establish a training program schedule and if the schedule does not require attendance on a day or days of a calendar week, firemen (helpers) will be considered assigned to the training program but will be permitted to return to their home point and back to training point at their expense. Under these circumstances a fireman (helper) will not be permitted to mark up for service.

F. When firemen (helpers) are not assigned to scheduled training programs they shall be required to exercise their seniority with the understanding that in so doing they will meet experience requirements in various classes of service on the individual Carrier.

G. As near as practicable, training days will be scheduled not to exceed eight hours, it being recognized however that single trips for on-the-job training may of necessity exceed such hours.

H. Firemen (helpers) assigned to a scheduled training program will not be used in other service prior to completion of the training program if any qualified regular or extra engine service employee can be used. On days firemen (helpers) assigned to a scheduled training program are not scheduled for training, they will not be permitted to exercise their seniority or work extra.

If a fireman (helper) is used in other service during a scheduled training program his earnings for that service will be in addition to the weekly rate set forth in this Agreement.

I. A fireman (helper) will not be required to make on-the-job training trips on a seniority district other than that for which he is being trained, unless mutually agreed to by the parties on the individual Carrier.
J. Firemen (helpers) who, after starting the training program, are unable to continue the training due to sickness or proper leave of absence will not be regarded as having failed. The decision as to whether they must start the program at the beginning or at another point in the program will be made by the Instructor(s) after consulting with the UTU(E) Representative.

K. If not otherwise provided by the Carrier, firemen (helpers) will be reimbursed for actual, reasonable, and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom instructions when headquartered at points beyond commuting distances from their place of residence.

L. A fireman (helper) undergoing on-the-job training shall receive lodging accommodations or allowances in lieu thereof and meal allowance as provided under the applicable UTU(E) agreement on the individual Carrier.

M. When a Carrier requires work experience on assignments that otherwise would not be available to individual firemen (helpers) in time to permit compliance with the requirements of the training program, the Carrier will designate a sufficient number of such assignments on which firemen (helpers) may exercise their seniority for the period necessary to satisfy such requirements. In such cases the fireman (helper) will not be subject to displacement until he has accumulated the necessary work experience, except he may be displaced by a senior fireman (helper) who would otherwise be placed in a furloughed status.

N. A fireman (helper) may be forced from his regular assignment to permit a fireman (helper) in training to obtain necessary work experience on such assignment. When a senior fireman (helper) is forced from his assignment by a fireman (helper) his junior under such circumstances, he will be paid not less than he would have been paid on the assignment from which he was removed.

O. Adequate records of firemen (helpers) on-the-job and classroom training progress shall be maintained and reviewed with the General Chairman on request.

ARTICLE IV - COMPLETION OF PROGRAM SATISFACTORILY

Upon successful completion of the training program, the fireman (helper) shall be certified as a qualified locomotive engineer, and shall be awarded a certificate so stating and shall acquire and maintain engineer's seniority in accordance with all applicable agreements. Upon such certification the Carrier shall supply the UTU(E) General Chairman with the names of the firemen (helpers) so certified and the date of the certification.

ARTICLE V - FAILURE TO COMPLETE SATISFACTORILY

A. When, in the opinion of the Carrier Instructor(s), it becomes apparent that a fireman (helper) will not complete the training satisfactorily, he will be required to consult with the Carrier Instructor(s) and a Representative of the UTU(E) for the purpose of identifying and possibly overcoming the problem.
B. If a fireman (helper) under this training program fails to pass the required final examination on the first attempt, he will be given a second opportunity to pass such examination. The second examination will be taken not less than thirty days nor more than ninety days following failure of the first examination. The second examination will be held at the same point as the first examination if practicable or unless otherwise mutually agreed upon.

During the period while awaiting and taking the re-examination, firemen (helpers) will not be compensated nor allowed any expenses as firemen (helpers) under this Agreement, but they will be permitted to sit in on any classroom instructions given to other firemen (helpers).

During the period while awaiting and taking the second examination firemen (helpers) may exercise their seniority.

Failure to complete the training program in accordance with the terms of this Agreement or failure to pass the final examination on the second attempt will result in termination of service.

ARTICLE VI - COMPENSATION DURING TRAINING

A. Firemen (helpers) shall be paid a minimum of $170.00 per calendar week, subject to increases commensurate with those granted firemen in national negotiations, while actively participating in the training program. This payment shall comprehend all time consumed in the training program. To receive the full rate, the fireman (helper) must be available for a maximum of six days per calendar week commencing on Sunday. The prorated daily rate may be deducted for each day in such calendar week a fireman (helper) is not available for his own volition, provided that no deduction will be made for days on which training is not scheduled. Prorated daily rate will be computed on the basis of the number of days comprising the training week. For all days in excess of six in a calendar week that a fireman (helper) is required to participate in the training program, he shall be paid the prorated daily rate.

B. A fireman (helper) having a seniority date on the effective date of this Agreement shall be compensated while engaged in the scheduled training program not less than the amount he would have earned on the regular assignment he held at the time of entry into the training program.

Should a fireman (helper) be assigned to an extra list, his earnings during training will be determined on the basis of the average earnings of the extra list at the time he was removed therefrom for training purposes. Such determination shall be computed on the basis of the average earnings of the extra list at the last regulating period but in no event shall his earnings exceed the maximum mileage for extra men as set forth in schedule rules on the individual Carrier.

Compensation during training for a regularly assigned or extra fireman (helper) shall be not less than the weekly rate set forth in Paragraph A of this Article.
Firemen (helpers) who enter the training program from other than a regular assignment or an extra list will be compensated as set forth in Paragraph A of this Article.

The earnings guarantee herein provided will be proportionately reduced for any scheduled training day that a fireman (helper) is absent of his own volition.

C. A fireman (helper) entering the training program who has established an earnings guarantee under the provisions of the Washington Job Protection Agreement, the Agreement of January 27, 1972 between the Carriers and the UTU, an employee protective agreement arising out of the transaction approval by the Interstate Commerce Commission under Section 5 of the Interstate Commerce Act, or an employee protective agreement arising out of the Rail Passenger Transportation Act of 1970, or an earnings guarantee of similar character, will not have such guarantee reduced account of his participation in this training program. However, there will be no duplication of payments under this Agreement and such protective agreements.

D. Firemen (helpers) in the training program will receive the benefits under Group Policy Contract GA-23000, as amended, or such other health and welfare program as may be in effect on the individual carrier, provisions of Article IX of the Agreement of September 14, 1968, and National Vacation Agreements (including the Interpretation of the Continuous Service Provisions of January 18, 1956) in effect with the UTU(E).

E. Existing agreements between the parties which provide for the payment of daily, weekly, or monthly rates of pay in excess of those set forth in this Agreement for training, qualification and promotion of firemen (helpers), or which provide for payment of an allowance for instructor(s), or which provide for preservation of the without fireman rates of pay, will remain in full force and effect unless otherwise mutually agreed to by the parties on their individual Carrier.

ARTICLE VII - SUPERVISION OF FIREMEN (HELPERS) IN THE TRAINING PROGRAM

When firemen (helpers) participating in the training program are required to receive on-the-job training the engineer on the job selected will acquaint the fireman (helper) in training with the responsibilities and functions of engineers under actual working conditions, subject to the following:

A. The fireman (helper) in training will be permitted to operate the engine and perform other functions under direction of the engineer.

B. While the engineer cannot be relieved from his responsibility for the safe operation of his train and engine, he will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by the fireman (helper) in training.
C. The presence of a fireman (helper) in training will not affect the engineer rate of pay when operating without a fireman (helper).

Note: The use of the term "fireman (helper) in training" in this article refers to a fireman (helper) while actually engaged in the scheduled training program and who is being compensated pursuant to the provisions of Article VI, Paragraphs A, B or C of this Agreement.

D. Engineer(s) will be required to complete progress reports as may be directed.

E. The provisions of this Article VII shall apply only on those Carriers where the UTU(E) represents the craft or class of Locomotive Engineers.

ARTICLE VIII - SIMULATORS AND OTHER TRAINING DEVICES

Provisions of existing agreements between the parties covering the use of simulators or other training devices used in the training of firemen (helpers) for promotion to locomotive engineer shall become part of this Agreement and shall remain in full force and effect unless and until cancelled or amended in accordance with the specific terms of such agreements.

All other provisions of this Agreement shall apply to the use of simulators and other training devices used in the training of firemen (helpers) which are hereafter established.

ARTICLE IX - MISCELLANEOUS

A. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of this Agreement, the duly authorized representative of the employees, party to this Agreement, and the officer designated by the Carrier, may mutually enter into additional written understandings to implement this Agreement or to preserve existing training agreements.

ARTICLE X - EFFECT ON EXISTING AGREEMENTS

This agreement will supersede existing agreements relating to the training, qualifying and promotion of firemen (helpers) represented by the UTU(E) only to the extent set forth herein.

ARTICLE XI - DISPUTES COMMITTEE

There is hereby established a National Disputes Committee consisting of one Carrier member and one Organization member signatories hereto, the jurisdiction of which shall be limited solely to the settlement of disputes as to how existing individual agreements between a Carrier and the UTU(E) should be changed to conform to this Agreement, as outlined in Paragraphs (A) and (B) below:
(A) For the sole purpose of revising existing individual agreements so as to make them conform to this Agreement, a representative of each Carrier and the duly authorized representative of its employees shall, as expeditiously as possible, but in any event no later than forty-five days after the effective date of this Agreement, prepare and exchange in writing a list of agreement provisions which each party views as being superseded or modified by this Agreement.

(B) As expeditiously as possible, but in any event no later than seventy-five days after the effective date of this Agreement, the Carrier representative will meet with the duly authorized representative of its employees for the purpose of deleting and/or modifying any agreement rules in conflict with this Agreement.

(C) Any disputes arising solely in connection with the revising of individual agreements so as to make them conform to this Agreement and not settled on the property under the procedures outlined in Paragraphs (A) and (B) above may be referred by either party to the National Disputes Committee for a final and binding decision. Such disputes must be submitted within one hundred twenty days after the effective date of this Agreement in compliance with the agreed-to procedures applicable to the preparation, distribution and timely furnishing of submissions to the National Disputes Committee.

(D) The National Disputes Committee shall meet and consider any disputes that have been docketed within three months after the effective date of this Agreement. Subsequent meetings will be held on agreed-upon dates, provided such dates are to be no later than six months and nine months following the effective date of this Agreement. After deciding all of the disputes that have been docketed at the beginning of the nine months meeting, the National Disputes Committee shall cease to exist.

(E) In the event the National Disputes Committee is unable to reach a decision with respect to any submitted dispute, the Committee shall endeavor to agree upon the selection of a neutral referee to act as a member thereof in the disposition of such submitted dispute. In the event the Committee is unable to agree upon the selection of a neutral referee to be a member of the Board for the consideration and disposition of such dispute, either member of the Committee, within ten days after their failure to agree upon a neutral referee, may request the National Mediation Board to appoint such neutral referee. Upon receipt of such request the National Mediation Board shall promptly make such appointment. The neutral person so selected or appointed shall be compensated and reimbursed for expenses by the National Mediation Board.

(F) The National Disputes Committee, with a neutral referee acting as a member thereof, will render decisions on deadlocked disputes no later than thirty days following the conclusion of proceedings. Any two members of the Disputes Committee shall be competent to render decisions. Such decisions shall be final and binding upon both parties.
ARTICLE XII - COURT APPROVAL

This Agreement is subject to approval of the courts with respect to Carriers in the hands of receivers or trustees.

ARTICLE XIII - EFFECT OF THIS AGREEMENT

A. This Agreement is in settlement of the dispute growing out of notices served on the Carriers listed in Exhibit "A" by the former BLF&E (UTU(E)) on or about November 15, 1965, (identified as former BLF&E Notice No. 3), and shall be construed as a separate agreement by and on behalf of each of said Carriers and their employees represented by the organization signatory hereto, and shall remain in effect thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

B. This Agreement is intended to apply only to the rates of pay, rules or working conditions of firemen (helpers) and locomotive engineers represented by the UTU(E) and shall not be construed or applied otherwise.

C. The effective date of this Agreement shall be July 19, 1972.

SIGNED AT WASHINGTON, D. C., THIS 19TH DAY OF JULY, 1972.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

[Signatures]

FOR THE EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION:

[Signatures]
FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:
- continued -

[Signatures]

FOR THE EMPLOYEES REPRESENTED BY THE
UNITED TRANSPORTATION UNION:
- continued -

[Signatures]

WITNESS:

[Signatures]

Warren S. Lane
Regional Head Mediator
National Mediation Board

Jack W. Conkle
Mediator
National Mediation Board