

## MEMORANDUM OF AGREEMENT

between

**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**

and the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

### THIRTY (30) DAY BUMP RULE

An engineer who has been permanently assigned on the same engineer assignment in excess of thirty (30) days will be allowed to give up that assignment and exercise his seniority as prescribed by current schedule rules.

Engineers will not be allowed to exercise seniority within the same pool. When an engineer under this article bumps from road service to yard service, he must stay in yard service at that terminal for a minimum of thirty (30) days, seniority permitting.

This agreement will become effective on January 1, 1997, and will remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

  
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FOR THE CARRIER

  
\_\_\_\_\_  
GENERAL CHAIRMAN, BLE

**BNSF**



**DANIEL J. KOZAK**  
Assistant Vice President  
Labor Relations

**Burlington Northern Santa Fe**

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Fort Worth, Texas 76131-0030  
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February 20, 1997

Mr. D. L. McPherson, General Chairman  
Brotherhood of Locomotive Engineers  
190 E. 5th Street, Suite 105  
St. Paul, MN 55101

Dear Mr. McPherson:

As a result of our discussions concerning the recently implemented 30 day bump agreement, dated February 1, 1997, the following agreed upon questions and answers shall govern application of the agreement.

Q-1 How does an engineer notify crew management of the desire to make a 30 day bump?

A-1 An engineer must indicate on the prescribed form that s/he desires to make a "30 day bump." The forms will be provided by the carrier.

Q-2 When will an engineer's 30 day bump request become effective?

A-2 The request will be effective 48 hours after submitted (dated and time stamped received). The actual bump, however, will be made at the regularly scheduled board change time and day at the engineer's current location.

Q-3 May a road engineer who has exercised a 30 day bump to the yard mark to temporary vacancies in other than yard service during the thirty day period?

A-3 No. Not within the thirty day yard period.

Q-4 Can that same engineer (Question 3) move to a road job within that period if such engineer is the senior engineer requesting it on his permanent bid?

A-4 No. Not within the thirty day yard period.

Q-5 In the event that same engineer (Questions 3 and 4) is displaced from a yard assignment, may such engineer then displace to a road job while junior engineers remain on yard jobs?

A-5 No. During the thirty day period the engineer must exhaust seniority to jobs in yard service held by junior engineers at that terminal.

Q-6 If the engineer in Question 5 cannot hold any yard position at that location, will the engineer be placed according to his permanent bid sheet?

A-6 Yes.

Q-7 What requirements apply to an engineer in yard service who desires to exercise a 30 day bump to other than yard service?

A-7 An engineer must have been in yard service, on one or more yard assignments at that terminal, for a period of thirty (30) or more consecutive days.

Q-8 Assume that an engineer is assigned to an assignment which by agreement is not subject to displacement for a specified period of, for example, six (6) months. Can an engineer occupying such a position exercise a 30day bump off of such job before the end of the six month period?

A-8 No. The thirty day bump rule does not apply to jobs which are restricted by agreement from seniority moves for a specified period.

Q-9 Can an engineer exercise a 30 day bump to displace an engineer on an assignment that is restricted by agreement from seniority moves for a specified period?

A-9 No.

Q-10 What effect does this agreement have regarding existing "Sadie Hawkins" day agreements?

A-10 Such agreements are suspended during the period while this 30 day bump agreement is in effect.

If you concur that the above questions and answers reflect our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,



I CONCUR:



D. L. McPherson, General Chairman