

BURLINGTON NORTHERN

176 East Fifth Street
St. Paul, Minnesota 55101

August 6, 1981
File EF-1(b) 4/27/79

Mr. M. A. Duke, GC, UTU
697 Midwest Bldg., St. Paul, MN 55101
Mr. G. P. Schiller, GC, UTU
697 Midwest Bldg., St. Paul, MN 55101
Mr. D. E. Doyle, AC, UTU
412 Bremer Bldg., St. Paul, MN 55101

Gentlemen:

This refers to our recent discussions concerning the negotiation of a single collective agreement applicable to firemen on the Burlington Northern.

This will record several understandings that we agreed to make effective immediately on the BN.

Promotion

The following understandings will be incorporated into the Fireman's Seniority Rule in the new Fireman's Consolidated Schedule:

- (a) When an employee hired as a fireman is promoted to engineer ahead of senior fireman, the date he establishes as an engineer will also be assigned to all senior firemen on the same seniority district, upon their successfully passing required examinations for promotion to engineer. (See National Training Agreement Article II,E.)
- (b) Article V of UTU-Training Agreement of July 19, 1972, will be controlling in the case of fireman failing to pass final examination, subject also to Article II,D of said agreement.
- (c) If a promoted fireman transfers from one BN seniority district to another, he will be first employed and used as a fireman so that he does not run around any firemen already employed on that seniority district.

Hostler Vacancies

It is agreed that Section 8(d) and Section 9 of the hostling agreement signed April 27, 1979, effective May 1, 1979, are amended to read as follows:

8.

"(d) At points where the number of hostler positions is four or less, temporary vacancies on such positions will be filled by following the steps outlined in Section 9(a) below. If the vacancy cannot be filled by following that order, then it will be filled by firemen pursuant to Article IV, Section 3 of the Manning Agreement of July 19, 1972, but they shall be made whole for any difference of earnings on their regular assignments."

9.

"(a) Except as provided in this paragraph (a) or in paragraph 8(d), temporary vacancies for hostlers will be filled from a hostlers' extra list. In the absence of an extra list or when the extra list is exhausted, temporary vacancies will be filled by calling hostlers in the following order:

"(1) Senior furloughed hostler,

"(2) Senior available regular hostler for whom it is a rest day,

"(3) Senior available regular hostler on his workday provided he will not be prevented from working his regular assignment, and

"(4) Senior available hostler who will also work his regular assignment or portion thereof and who will be compensated in accordance with the provisions outlined in letter agreement dated June 2, 1972.

"NOTE (1) The Carrier will have the option of filling or blanking the remaining portion of

"an assignment under the following conditions:

"When a hostler (regular, extra or emergency) reports off, after reporting for duty and commencing work.

"NOTE (2) In accordance with existing rules, Carrier has the right to annul a hostler job by notifying incumbent, and annulment shown on the mark-up board and crew list, not later than close of shift the preceding day.

"(b) Extra boards may be established to protect hostler work and employees thereon will be guaranteed the equivalent of twenty-two days per month at hostler rate. Carrier will have the unilateral right to determine the number of men on such extra boards. Employees on extra list will be allowed not less than 8 days' pay on the first half payroll, subject to withholding from a subsequent payroll period if this results in excess guarantee payments.

"(c) All compensation will be applied against the guarantee provided herein. If an employee is assigned to the extra board for only a portion of the month, his guarantee will be prorated accordingly. If an extra employee lays off or is otherwise not available on any particular day or days, his guarantee will be reduced by the amount of earnings lost on such days."

Fireman's Extra Boards

It is agreed that when Firemen are furloughed in a zone of a seniority district as a result of changes in mileage regulation rules, the Carrier will establish a Fireman's Extra Board in that zone under the following provisions:

- (a) A Board will be established automatically at any time the number of Firemen exceeds the number of Firemen positions in a zone.
- (b) The number of men permitted to mark up on the Board will be equal to the number of Firemen in excess of the number of Firemen positions.
- (c) When the Board is established, seniority will be controlling; i.e., the senior Firemen will have preference to assignments including positions on the Board.
- (d) Firemen will be required to exercise seniority to available firemen's jobs in the zone where furloughed or in an adjacent zone in the same seniority district if the source of supply for such zone is within thirty miles of the source of supply of the home zone in which furloughed.
- (e) These Boards will work on a first-in and first-out basis and will be operated in accordance with the provisions and interpretations previously governing the operation of Extra Boards, except as modified herein. A man exercising rights to the Board, or a man assigned to the Board who completes a tour of duty in any class of service (including emergency Engineer's service) will be marked up at the foot of the Board.
- (f) At any time the number of Firemen positions combined with the number of Firemen on the Board exceed the number of Firemen in a zone, the Board will be reduced by the number in excess by removing the junior Firemen from the extra board at calling time of the open regular assignment that becomes available to them.
- (g) Firemen assigned to an extra list under provisions of this agreement will be guaranteed the earnings equivalent of 3,000 miles per calendar month at the through freight rate applicable to locomotives weighing 700,000 to 750,000 lbs. on drivers. If a Fireman lays off or misses a call, as Fireman, earnings lost as a result thereof will be deducted from the monthly guarantee.
- (h) A Fireman assigned to extra list, other than an extra list protecting only yard work, for less than a full

calendar month will be paid for the proportion of 3,000 miles in the ratio that the number of days he is assigned to the extra list bears to the number of days in the calendar month.

- (i) If a Fireman's extra list protects only yard service, the guarantee will be reduced to the equivalent of 22 days per month at the 5-day yard rate applicable to locomotives weighing 450,000 to 500,000 lbs. on drivers. Sections (g) (last sentence) and (h) (proration) of this Agreement will also be applicable to such an extra board.
- (j) Penalty claims allowed for other than the current month will not be charged against guarantee.
- (k) Firemen on the extra list will be allowed not less than 800 miles on first-half payroll subject to withholding from a subsequent payroll period if this results in excess guarantee payment.
- (l) A Fireman who exercises seniority to or from an extra board or is removed from the board under terms of this Agreement, does not qualify for guarantee on either of such days if he is on the extra board less than a full calendar day on such day.
- (m) Firemen on the board who are eligible for a guarantee payment under this Agreement will file one time ticket at the end of the month for the difference between their actual earnings and the guarantee provisions of this Agreement less earnings missed under provisions of this Agreement.

Regulation of Mileage

- (a) When, from any cause, it becomes necessary to reduce the number of engineers on the engineers' working list on any seniority district, those taken off may, if they so elect, displace any Fireman their junior on that seniority district under the following conditions:
 - (1) That those Engineers taken off the Engineers' working list have established seniority as Firemen in accordance with the Firemen's seniority rule.

- (2) That when reductions are made they shall be in reverse order of seniority.
- (3) The above will apply when reductions are made in accordance with the following regulation:
 - (a) Assigned passenger service other than that covered in paragraph (c) hereof, shall be regulated on the basis of assigning a sufficient number of Engineers so as to provide line mileage within the range between 4,000 and 4,800 passenger miles per month.
 - (b) If, in assigned passenger service, the adding of another engineer's assignment thereto would have the effect of providing mileage below the range of 4,000 and 4,800 miles, no regulation will be made.
 - (c) Assigned short-turnaround passenger service, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be regulated on the basis of assigning a sufficient number of Engineers so as to provide total mileage the equivalent of between 4,000 and 4,800 passenger miles per month (includes arbitraries, overtime, constructive and special allowances).
 - (d) Assigned freight service shall be regulated on the basis of assigning a sufficient number of Engineers so as to provide line mileage within the range between 3,200 and 3,800 miles per month.
 - (e) If, in assigned freight service, the adding of another Engineer's assignment thereto would have the effect of providing line mileage below the range of 3,200 and 3,800 miles, no regulation will be made.
 - (f) Engineers used in combination (passenger and freight) service will be permitted to make the equivalent of 3,800 line miles in freight service. Passenger miles will be decreased twenty percent to reach equivalent freight miles.

- (g) Freight service pools shall be regulated on the basis of assigning a sufficient number of Engineers so as to provide mileage within the range of 3,200 miles and 3,800 miles.
- (h) For the purpose of adjusting the number of Engineers' turns in a freight service pool, only the line mileage claimed for the road trip service shall be used to determine the number of Engineers' turns that are to be assigned therein.
- (i) Road extra lists, or combination road-yard extra lists shall be regulated on the basis of assigning a sufficient number of Engineers so as to provide mileage within the range of 3,200 and 3,800 miles per month (exclusive of arbitraries, constructive and special allowances).
- (j) Extra lists which protect only yard service shall be regulated so as to provide mileage within the range between 2,400 to 3,200 miles per month. All payment for yard service (including arbitraries, overtime, constructive and special allowances), shall be used to calculate and determine the number of Engineers' turns that are to be assigned thereto.
- (k) Where passenger service extra lists are maintained, the number of Engineers' turns thereon shall be determined and regulated in the range between 4,000 and 4,800 average passenger service miles per month, excluding arbitraries, constructive and special allowances.
- (l) It is understood that payments for vacation to Engineers are not to be considered in applying these regulations.
- (m) The checkback for the purpose of determining whether there should be an adjustment will cover the fifteen-day period immediately preceding the date on which such check is made.

The total line mileage or equivalent thereof, whichever applicable, computed as set forth in these regulations, accumulated in the fifteen previous days will be multiplied by two and divided by the number of Engineers' turns and the result of this calculation will determine average mileage for the purpose of making such adjustments as may be necessary.

- (n) The total mileage made by Engineers will be furnished the UTU-E Local Chairman upon request.
- (o) These regulations do not apply where different earnings and/or regulations are provided by an agreement covering a specific run or service.

(b) Adjustment of Firemen's Working Lists

1. Assigned passenger service other than that covered in paragraph (3) hereof, shall be regulated on the basis of assigning a sufficient number of Firemen so as to provide line mileage within the range between 4,000 and 4,800 passenger miles per month.
2. If, in assigned passenger service, the adding of another Fireman's assignment thereto would have the effect of providing mileage below the range of 4,000 and 4,800 miles, no regulation will be made.
3. Assigned short-turnaround passenger service, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be regulated on the basis of assigning a sufficient number of Firemen so as to provide total mileage the equivalent of between 4,000 and 4,800 passenger miles per month (includes arbitraries, overtime, constructive and special allowances).
4. Assigned freight service shall be regulated on the basis of assigning a sufficient number of Firemen so as to provide line mileage within the range between 3,200 and 3,800 miles per month.

5. If, in assigned freight service, the adding of another Fireman's assignment thereto would have the effect of providing line mileage below the range of 3,200 and 3,800 miles, no regulation will be made.
6. Firemen used in combination (passenger and freight) service will be permitted to make the equivalent of 3,800 line miles in freight service. Passenger miles will be decreased twenty percent to reach equivalent freight miles.
7. Freight service pools shall be regulated on the basis of assigning a sufficient number of Firemen so as to provide mileage within the range of 3,200 miles and 3,800 miles.
8. For the purpose of adjusting the number of Firemen's turns in a freight service pool, only the line mileage claimed for the road trip service shall be used to determine the number of Firemen's turns that are to be assigned therein.
9. Road extra lists, or combination road-yard extra lists shall be regulated on the basis of assigning a sufficient number of Firemen so as to provide mileage within the range of 3,200 and 3,800 miles per month (exclusive of arbitraries, constructive and special allowances).
10. Extra lists which protect only yard service shall be regulated so as to provide mileage within the range between 2,400 and 3,200 miles per month. All payments for yard service (including arbitraries, overtime, constructive and special allowances), shall be used to calculate and determine the number of Firemen's turns that are to be assigned thereto.
11. Where passenger service extra lists are maintained, the number of Firemen's turns thereon shall be determined and regulated in the range between 4,000 and 4,800 average passenger service miles per month, excluding arbitraries, constructive and special allowances.

- 12. In the regulation of mileage, neither the maximum nor minimum is guaranteed, or to be considered as a guarantee.
- 13. It is understood that payments for vacation to Firemen are not to be considered in applying these regulations.
- 14. The checkback for the purpose of determining whether there should be an adjustment will cover the fifteen-day period immediately preceding the date on which such check is made. The total line mileage or equivalent thereof, whichever applicable, computed as set forth in these regulations, accumulated in the fifteen previous days will be multiplied by two and divided by the number of Firemen's turns and result of this calculation will determine average mileage for the purpose of making such adjustments as may be necessary.
- 15. The total mileage made by Firemen will be furnished the UTU-E Local Chairman upon request, and adjustment may be made when the record indicates an adjustment is required under the provisions of this Agreement. When an adjustment is made, it will be made at a uniform specified time of day. The phrase "within the range" in this Agreement means miles will be regulated within the prescribed limits. These items in this paragraph will be agreed upon between the designated Carrier Officer and the involved UTU-E Local Chairman.
- 16. These regulations do not apply where different earnings and/or regulations are provided by an agreement covering a specific run or service.

These understandings will become effective on Burlington Northern Railroad Company (excluding former Frisco) on the 20th day of September, 1981.

Sincerely,

A. E. Egbers
A. E. Egbers
Vice President

drc131,2413

AGREED:

M. A. Duke
General Chairman, UTU(E)

J. O. Miller
General Chairman, UTU(E)

D. E. Doye
Associate General Chairman, UTU(E)

APPROVED:

A. R. Wells
Vice President, UTU(E)

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Mr. D. E. Doyle, AC, UTU
412 Bremer Bldg., St. Paul, MN 55101

Gentlemen:

The Carrier recognizes that it is the position of the UTU-E that the National Manning and Training Agreements effective July 19, 1972 supersede previous agreements on training and promotion to engineer and that the UTU's position is that engineers cannot be hired but must first establish seniority as firemen before promotion to engineer.

The understanding reached in letter agreement of August 6, 1981, respecting promotion of firemen is without prejudice to the position of either party respecting the proper application of Article II-A2, II-D, II-E of National Training Agreement of July 19, 1972, and Mr. T. C. DeButts' letters of December 12, 1972, January 30, 1973 and September 13, 1976 dealing with promotion to engineer. If any dispute should arise, the parties will promptly meet and if unable to agree, will submit the dispute to an appropriate tribunal.

Sincerely,

A. E. Egbers
A. E. Egbers
Vice President

drc131,2711

AGREED:

M. A. Duke

General Chairman, UTU(E)

G. P. Schiller

General Chairman, UTU(E)

D. E. Doyle

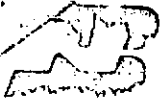
Associate General Chairman UTU(E)

APPROVED:

J. R. Wells

Vice President, UTU(E)

cc: Mr. J. Wells, VP, UTU(E)

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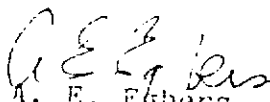
Gentlemen:

In regards to the BLE and UTU-E mileage regulation rules, it is understood and agreed that even though the respective agreements were negotiated separately this does not prejudice the position of the UTU-E that mileage regulation rules on this property have generally been tripartite agreements or separate agreements applied as though they were tripartite agreements and the newly negotiated rules do not change the Organizations' position in regard to tripartite interest in those rules.

It is further understood and agreed that the foregoing is also without prejudice to the Carrier's position.

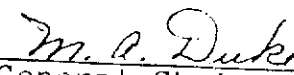
Finally, this will confirm that it has been and will continue to be the Carrier's responsibility to see that all mileage regulation rules are administered without discrimination.

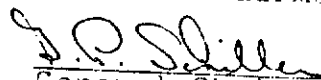
Sincerely,

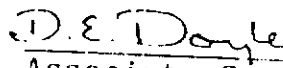

A. E. Fibbers
Vice President

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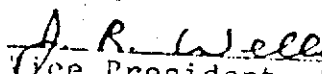
AGREED:


General Chairman, UTU(E)


General Chairman, UTU(E)


Associate General Chairman UTU(E)

APPROVED:


Vice President, UTU(E)

cc: Mr. J. Wells, VP, UTU(E)