

1990 BN Transfer Agreement

MEMORANDUM OF AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The purpose of this agreement is to establish uniform conditions governing the transfer of engineers from one seniority district to another on Burlington Northern Railroad Company's system, including the relinquishment and establishment of engineer seniority dates. Now, therefore, it is agreed;

SECTION 1 - TRANSFERS BY RIGHT

Employees who have seniority dates as engineers will be entitled, under this Section, to transfer as engineers to other seniority districts whenever they are unable to hold any positions in train, yard or engine service on their present seniority districts. Employees eligible to transfer under this Section may transfer to any location on any other seniority district where they can hold service as an engineer immediately upon their transfers, utilizing the seniority dates they will establish pursuant to the terms of this agreement.

SECTION 2 - TRANSFERS BY PRIVILEGE

Employees who have seniority dates as engineers who wish to transfer to other seniority districts but are not entitled to transfer under Section 1 above, may, at the Carrier's discretion, be allowed to transfer as engineers under this Section. Before employees may transfer under this Section, the transfers must be authorized by the Carrier, in writing, including the effective date of the transfers and the seniority districts to which transferred specified. The Carrier has the sole discretion to authorize transfers under this Section and to specify the seniority district to which an employee is allowed to transfer.

SECTION 3 - RELINQUISHMENT AND ESTABLISHMENT OF SENIORITY

(a) Employees transferring under this agreement will be required to relinquish, in writing, their seniority as engineers on the seniority districts from which transferring at the time of their transfers.

(NOTE: This agreement only deals with the transfer of employees as engineers and, in connection therewith, the effect on those employees' seniority as engineers- When an employee transfers under this agreement, the effect, if any, on the employee's seniority in any other crafts or classes would be governed by the collective bargaining agreements covering those

crafts or classes.)

(b) Except as provided in paragraph (c) below, employees transferring under this agreement will establish seniority dates as engineers on the seniority districts to which they are transferred that is the same as their seniority dates on the districts from which transferred, provided, however, that their new seniority dates will be no earlier than the effective date of this agreement. The employees will be ranked on the rosters according to these new dates, behind all other engineers on the rosters with the same date, as if they had established seniority on those districts in the usual manner.

(c) Employees who have established seniority dates as engineers prior to the effective date of this agreement are subject to the provisions of this Section, provided, however, that employees who relinquish their seniority dates due to transfers to other seniority districts under the terms of this agreement and subsequently transfer back to their original seniority districts pursuant to Sections 1 or 2 above will, upon transferring back to their original seniority districts, establish seniority dates on those districts as engineers that are the same as their original seniority dates as engineers, and they will be ranked on the engineers' roster according to their original rankings thereon.

(d) If two or more engineers have the same seniority date, they will be ranked according to their earliest date of hire with the company (continuous employment), the employee with the earliest date of hire being ranked ahead of the others. If the earliest date of hire is the same, the oldest employee in attained age will be ranked first.

SECTION 4 - EFFECT

(a) This agreement does not apply to temporary transfers as engineers for periods of ninety (90) days or less duration.

(b) This agreement supersedes all other agreement provisions that are in conflict with it, and shall become effective on the first day of November, 1990.

Signed at Fort Worth, Texas this 15th day of November, 1990.

For: BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

W. C. Kappan
General Chairman

W. C. Kappan
General Chairman

W. C. Kappan
General Chairman

For: BURLINGTON NORTHERN
RAILROAD COMPANY

Walter C. Hilgert
Vice President Labor Relations

R. E. Callif
Asst. Vice President Labor Relations

R. E. Burk
Director Labor Planning

Walter C. Hilgert
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