

1996 BN On Property Agreement

MEMORANDUM OF AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ARTICLE XIII – LOCOMOTIVE ENGINEER RE-CERTIFICATION

Each engineer, regardless of length of service who is required by the Carrier to attend periodic training in order to maintain certification pursuant to CFR Part 240, at a location other than his home terminal, will be allowed \$ 233.00 for each day of classroom training. This allowance is not subject to entry rate reductions. One travel day prior to first day of training, and one travel day following training, will not be compensated under this provision. Any travel requirements that exceed the one day, either before or after training, will be compensated by allowance of \$ 233.00 for each additional calendar day. This allowance is subject to general wage and cost of living allowance increases. Reasonable transportation, lodging and meal expenses will be allowed. This provision supersedes all preceding provisions, agreements, understandings or practices concerning payment for engineer certification. This article is not intended to apply to safety meetings, rules exams or similar activities that are conducted at the home terminal.

ARTICLE XIV - ENTRY RATES

Every locomotive engineer will be compensated at fill (100%) rates when actually working as an engineer, including while assigned to engineers' guaranteed extra board. All other compensation, including but not limited to deadheading compensation, will be subject to applicable entry rate progressions.

ARTICLE XV - SPECIAL PAY DIFFERENTIAL

On the effective date of this agreement, all allowances paid to engineers, regardless of length of service, for working with a reduced crew and all related entitlements are eliminated. Payments eliminated include payments under Article I of OPS 33-81 and OPS 34-81, dated April 24, 1981, Side Letter 20 of Arbitration Award 458, and Article V - Special Pay Differential contained in Implementation of Public Law 102 - 29. The differential of \$4.00 and .04 cents per mile and/or \$6.00 and .06 cents per mile paid to engineers working without a fireman is also eliminated.

On the effective date of this agreement, each engineer regardless of length of service, actually working in through freight service (subject to the 130-mile basic day) will receive a flat payment of \$27.00 for each such working trip or tour of duty, in addition to normal trip payments provided for in other agreements and not canceled by this agreement. Each

engineer in any other class of service will receive a flat payment of \$18.00 for each such working trip or tour of duty, in addition to normal trip payments. These payments are frozen through June 30, 1998, and then subject to a 3.50% wage increase effective July 1, 1998, and thereafter will be subject to general wage and cost of living increases.

ARTICLE XVI - 401k

A 401(k) plan or arrangement will be established as soon as practicable and following ratification of this agreement, in which locomotive engineers can participate and in which the employee contribution level is equal to the maximum Company deduction allowable by law, based upon locomotive engineers' compensation and assuming maximum participation by all participants.

ARTICLE XVII - TERRITORIAL QUALIFICATION

When an engineer is required by rules to make territorial qualification or familiarization trips, such engineer will be compensated by allowance of a basic day at the rate of the Engineers Guaranteed Extra List Agreement, dated April 4, 1994, for each trip or tour of duty. Such trips will be made with a certified engineer who is currently qualified on the territory, or with a qualified officer of the Carrier.

ARTICLE XVIII - DIRECT DEPOSIT OF PAYROLL CHECKS

Each engineer shall participate in the program providing for the direct deposit of payroll checks into the employee's bank account. This provision will become effective with a sixty day notice by the Carrier to employees.

ARTICLE XIX - TELEPHONE SERVICE

Each engineer must maintain telephone service, or other authorized electronic communication device, to facilitate transmission of call information. Any rules, understandings or practices that require a personal contact call at the employees' residence are eliminated.

ARTICLE XX - TERMINAL RUNAROUNDS

All rules and agreements that provide for an additional payment to engineers for not departing the terminal in proper order are eliminated, and all entitlements to any such payment are, accordingly rescinded. Any engineer who does not depart the terminal in proper order of call will be entitled to restoration of turn under applicable agreements, including local memorandums.

ARTICLE XXI - MARKING UP FOR DUTY

Each engineer in any class of service who is authorized time off for any reason, including for vacation, will be marked up for service upon expiration of the period authorized unless additional time is requested and granted prior to the expiration of the authorized period. This provision does not preclude an engineer from marking up earlier than the end of the authorized period.

ARTICLE XXII - ROAD MEALS

In through freight service only all rules and agreements that provide for an entitlement to a meal, or provide for any payment in lieu thereof, during a tour of duty in are eliminated, and all such entitlements are accordingly rescinded,

This agreement is effective _____ day of _____
1996, and will remain in effect until canceled or amended in accordance with the Railway Labor, as amended.

FOR:

NATIONAL CARRIERS CONFERENCE COMMITTEE

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
General Chairman

SIDE LETTER NO. 1

Mr. R.E. Dean
Vice President
Brotherhood of Locomotive Engineers
2151 East AA Highway
Springfield, MO 65803

Dear Mr. Dean:

This refers to our discussions regarding elements of pay referred to in Section 2(d) of the agreement of April 4, 1994 which are not intended to be offset against the extra board guarantee. We understood that the \$18.00 trip payment for Engineers operating in other than through freight service and \$18.00 of the \$27.00 trip payment in through freight service would be paid in addition to the guarantee amount.

We further understood that when general wage increases are applied to the \$18.00 and the \$27.00 payments, respectively, the proportionate amount resulting from application of the increase(s) to the \$18.00 would, likewise, be paid in addition to the guarantee for extra board engineers.

If you concur this accurately reflects our understanding, please sign in the space provided below.

Very truly yours
I concur:
John J. Fleps
R.E. Dean, VP-BLE

SIDE LETTER NO. 2

Vice President
Brotherhood of Locomotive Engineers
2151 East AA Highway
Springfield, MO 65803 .1996

Dear Mr. Dean:

This confirms our understanding regarding Article 1-LOCOMOTIVE ENGINEER RE-CERTIFICATION of the agreement.

We agree that when an engineer is scheduled to report to the training center for re-certification and such engineer stands for service on a trip which the engineer may not be able to complete and still have reasonable time to comply with the travel arrangements, the engineer must notify the Manager of Operating Practices or other designated officer prior to commencement of the trip (no later than the call time). The decision whether to mark off or make the trip will be made by the MOP/designated officer. When the decision of the designated officer is to mark off, the engineer will be marked off and paid as though having made the trip.

During the discussions there was concern expressed by both sides regarding the potential abuse of this circumstance. We were all in accord that the decision made by the designated officer was to be made based on consideration of the expected time to complete the service trip and to allow reasonable time thereafter for the engineer to gather belongings and materials necessary for the trip to the training center and to travel to the departure point of the means of conveyance being utilized. We also understood that engineers who choose not to travel to or from the training center by the means provided at Carrier's expense (normally by air) would not be allowed payment for lost earnings in excess of what others from the same location were given under usual travel circumstances.

If this accurately reflects our understanding, please indicate your concurrence in the spaces provided for that purpose below.

I concur:

Very truly yours,

John Fleps - Vice President Labor Relations

R.E. Dean - Vice President

SIDE LETTER NO. 3

Mr. R.E. Dead
Vice President
Brotherhood of Locomotive Engineers
2151 East AA Highway
Springfield, MO 65803

Dear Mr. Dean:

This confirms the understanding reached relative to Article 3-SPECIAL PAY DIFFERENTIAL of the agreement.

We agree that the following agreements referred to in this Article 3 are of no further force and effect:

- OPS 33-81, OPS 34-81 dated April 24, 1981
- Side Letter 20 of Arbitration Award 458

- Article V of Public Law 102-29.

We further understand, however, that the provision quoted below is maintained:

Engineers performing service with reduced train or yard crews will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios, and engineers will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employee abuse or tampering.

If the accurately reflects our understanding, please indicate your concurrence in the space provided for that purpose below.

Very truly yours.

I concur
John Fleps
Vice President Labor Relations
R.E. Dean, Vice President

SIDE LETTER NO. 4

Mr. R.E. Dean
Vice President
Brotherhood of Locomotive Engineers
2151 East AA Highway
Springfield, MO 65803

Dear Mr. Dean:

This confirms the understanding reached relative to Article 5-TERRITORIAL QUALIFICATION of the agreement.

We mutually intended that engineers on an extra list would not be bypassed by other engineers from the list due to not being qualified on a particular territory. In any event, we did agree when an engineer assigned to an extra list is bypassed for lack of territorial qualification he would not have the guarantee to which he would otherwise be entitled reduced.

If the accurately reflects our understanding, please indicate your concurrence in the space provided for that purpose below.

Very truly yours,
I concur:
John Fleps
Vice President Labor Relations
R.E. Dean, Vice President

SIDE LETTER NO. 5

Mr. R.E. Dean
Vice President

Brotherhood of Locomotive Engineers
2151 East AA Highway
Springfield, MO 65803

Dear Mr. Dean:

This confirms the understanding reached relative to Article VII-ENHANCED EMPLOYMENT OPPORTUNITIES of the core agreement.

Specifically, we discussed the intent and meaning of the phrase "deprived of employment contained in Section 1 of said Article VII. We agreed that an engineer who meets all of the requirements of Article VII would not be deprived of the benefits contained therein by virtue of any exercise of seniority to which he was entitled pursuant to the BN/BLE Transfer Agreement dated November 1, 1990.

If the accurately reflects our understanding, please indicate your concurrence in the space provided for that purpose below.

Very truly yours,

I concur:

John Fleps

Vice President Labor Relations

R.E. Dean, Vice President

SIDE LETTER NO. 6

Mr. R.E. Dean

Vice President

Brotherhood of Locomotive Engineers

2151 East AA Highway

Springfield, MO 65803

Dear Mr. Dean:

This confirms the understanding reached relative to Paragraph (f) of Section 2-Vacation Benefits of Article V-BENEFITS ELIGIBILITY of the core agreement.

We agreed that engineers desiring to take one week of their vacation day at a time will so indicate on the appropriate form provided by the Carrier at the time when making application for the following years vacation.

If the accurately reflects our understanding, please indicate your concurrence in the space provided for that purpose below.

Very truly yours,

I concur:

John Fleps

Vice President Labor Relations

R.E. Dean, Vice President