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**IDnum** 364    **Language** English    **Country** United States    **State** NM

**Union** Brotherhood of Railroad Signalmen

### Local

Occupations Represented
Rail transportation occupations

**Bargaining Agency** Burlington Northern and Santa Fe Railway Company

**Agency industrial classification (NAICS):**

48-49 (Transportation and Warehousing)

**BeginYear** 1972    **EndYear** 2001

**Source** [http://www.angelfire.com/biz5/brs161/FM12622\\_11\\_72\\_BN\\_BRS\\_Eff\\_9\\_1\\_72\\_\\_Amended\\_1\\_17\\_2001\\_.doc](http://www.angelfire.com/biz5/brs161/FM12622_11_72_BN_BRS_Eff_9_1_72__Amended_1_17_2001_.doc)

**Original\_format** PDF (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

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**AGREEMENT**  
**BETWEEN**  
**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**  
**AND ITS EMPLOYEES**  
**REPRESENTED BY**  
**THE BROTHERHOOD OF RAILROAD**  
**SIGNALMEN**

effective September 1, 1972  
revised January 1, 2001

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## **RULE 1. SCOPE**

This agreement governs the rates of pay, hours of service and working conditions of all employees engaged in the construction, reconstruction, reconditioning, installation, reclaiming, maintenance, repair, inspection and tests, either in the signal shop, or in the field of the following:

A. All automatic block signals and signal systems, traffic control systems, train stop and train control systems; interlocking; cab signal systems; car retarder systems; highway railroad grade crossing protection systems; hot box, broken flange, broken wheel, dragging equipment, slide, high and wide load, flood or other similar detector systems; train order signals; take siding, call on, start or dwarf signals, power and electrically locked switches, spring switches, track occupancy indicators, and car counting devices connected to or through automatic block or interlocking systems.

B. All appurtenances, devices and equipment used in connection with the systems cited in Paragraph A, regardless of where located and how operated, and devices covered by the scope of this agreement, as well as any other work generally recognized as signal work.

C. High and low voltage signal lines, overhead and underground, including poles, cables, cross arms, wires, tie wires, insulators, guy wires, messenger cables, rings, and other fixtures and equipment used in connection therewith, conduits and conduit systems, transformers, arresters, and distributing blocks used in connection with the systems, devices, or equipment covered by this agreement; inside and outside wiring of all instrument houses, cases, panels, boards, as well as all cable, where used in connection with the systems, devices, and equipment covered by the scope of this agreement; track bonding, installation of all types and kinds of bonds, including lightning and static electricity bonding; lighting of all instrument houses, cases, panels, boards, etc., used in the systems and devices covered by the scope of this agreement, not including the general lighting of interlocking tower buildings, shop buildings and common headquarter buildings.

The installation and maintenance of the necessary electric service to the disconnect below the meter is covered by the scope of this agreement.

D. Blower, gas, electric or other types of automatic snow removing systems permanently located at switches.

E. Electrically lighted switch lamps.

F. Pipe lines and pipe line connections used for mechanical operation of derails, switches, locks, etc.

G. Storage battery plants with charging outfits and switchboard equipment, substation and current generating systems, compressed air plants and compressed air pipe mains and distributing systems as used for the operation of such railroad signaling and interlocking or retarder systems. (This only applies to Signal Department electric or air lines within such systems up to the necessary service connections, except where such lines are installed initially or primarily for signal use.)

H. Carpenter, painting, welding, cutting, foundation support, concrete and form work of all classes in connection with installing, repairing, or maintaining any signal apparatus or device. (Excluding the erection and maintenance of buildings.)

I. Operating lathes, back hoes, trenchers, boom trucks, hole diggers or pipe pushers in connection with construction, installation, maintenance and repair of the signal systems covered by this agreement.

J. When signal circuits are handled on communications systems of other departments, the employees covered by this agreement shall install and maintain the signal circuits leading to and from common terminals where signal circuits are connected with other circuits.

NOTE: This agreement does not apply to employees in the Telegraph, Telephone, Communications or Maintenance of Way and Structures Department. The sole purpose of describing work covered by this agreement is to preserve pre-existing rights accruing to the employees covered by signal agreements as they existed under similar rules in effect on the CB&Q, NP, GN and SP&S on March 2, 1970, SL-SF Railway prior to November 2, 1980, and the ATSF Railway and BN Railroad prior to December 31, 1996; and shall not operate to extend jurisdiction or scope rule coverage to agreements between another organization and one or more of the merging companies which were in effect prior to the above dates of merger.

## **RULE 2. CLASSIFICATION**

A. **Signal Electronic Technician:** An employee assigned the duties of adjusting, repairing, maintaining and replacing radio and radar components and equipment used in connection with the systems and devices covered by this agreement, and electronic and electromagnetic components associated with automatic switching and automatic retardation of cars in a retarder yard. Such employee may, in performance of his duties, instruct and direct any employee who may be assisting him in his work. He may be required to secure and maintain an FCC license.

B. **Signal Inspector:** An employee assigned to and whose principal duties are the inspection and field testing of appliances, appurtenances and equipment covered by the scope of this agreement. Such employee shall make all relay and apparatus inspections and tests, including meggering, required by and reported to the Department of Transportation and those required by the Carrier, but who may perform any Signal Department work. Inspectors may work together or with signalmen or signal maintainers with or without their assistants and/or helpers in connection with testing and inspecting. This rule shall not be construed as restricting the inspection and/or testing of signal apparatus, appliances, circuits and appurtenances by other employees covered by this agreement. Supervisory officers of the Carrier may make other than routine or periodic tests and inspections.

C. **Maintenance Foreman:** An employee assigned to a particular territory or terminal area assigned to supervise and work with a group of signal maintainers (includes all classifications of maintainers). Such an employee may be assigned duties the performance of which requires a valid FCC license.

D. **Signal Construction Crew Foreman:** An employee assigned to supervise and work with a crew of signalmen covered by this agreement, with or without a leading signalmen.

Such an employee will not be required to perform work over which he has supervision when the crew over which he has supervision consists of five (5) or more employees.

E. **Signal Shop Foreman:** An employee who is assigned to the duties of supervising and directing the work of a crew of employees classified to work in a signal shop. Such employee shall not be required to regularly perform any of the work over which he has supervision, except where the crew he supervises consists of less than five (5) men.

F. **General Signal Maintainer:** An employee assigned to the maintenance of a territory or terminal area which includes a car retarder yard, one or more interlockings, automatic block signals and CTC system, and such other signal work covered by Rule 1 as may be necessary, and to test, adjust, correct or repair all apparatus and component parts as required. Such employee will be assigned duties the performance of which requires a valid FCC license and must be in possession of such license on or before date of assignment to position.

G. **General CTC Maintainer:** An employee assigned to the maintenance of CTC machines and to test, correct, adjust or repair CTC coding and other apparatus and to supervise and work with CTC maintainers, assistants and/or helpers.

H. **Leading Signal Maintainer:** A CTC-Interlocking maintainer, retarder yard maintainer or signal maintainer working with and/or directing the work of one or more CTC-Interlocking signal maintainers, retarder yard maintainers, signal maintainers or signalmen, with or without their assistants. When the number of such employees exceeds four (4), such employee shall be paid at signal construction crew foreman's rate of pay for each day so used.

I. **Signal Maintainer:** An employee assigned to the maintenance duties on a territory, to perform such work as inspections and tests, general maintenance and installation incidental to the maintenance of the territory, and who also may be assigned to maintain CTC, Car Retarder and/or manually-operated interlocking. Includes Traveling Signal Maintainer who is an employee not assigned to a continuous district, but assigned to maintain a series of scattered locations.

J. **Leading Construction Crew Signalman:** A Signalman working with and supervising the work of not more than three Signal employees. When three Signal employees are supervised, one (1) employee must be a Signalman. When Leading Signalman is assigned to a crew supervised by a Signal Construction Crew Foreman, restrictions on number of employees shall not apply.

K. **Shop Signalman:** An employee assigned to a signal shop under the supervision and direction of a signal shop foreman to perform duties of repairing, adjusting, inspecting and testing relays, measuring devices, instruments and electromagnetic devices, and other work generally recognized as signal shop work.

L. **Signalmen:** An employee assigned to perform work pertaining to the construction of signal apparatus and appurtenances used in connection therewith.

M. **Assistant Signalman-Assistant Signal Maintainer:** An employee in training for the position of shop signalman, signalman or signal maintainer working with and under the direction of a shop signalman, signalman or signal maintainer.

NOTE: This rule shall not be construed to prevent employees in one class from regularly performing work in another class incidental to the duties of their assignments.

### **RULE 3. WORK WEEK**

NOTE: The expressions "positions" and "work" used in this rule refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

A. **General.** Consistent with the Forty-Hour Work Week Agreement of September 1, 1949, the work week for all employees, subject to the exceptions contained in this agreement, shall be 40 hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven; the work weeks may be staggered in accordance with the Carrier's occupational requirements; so far as practicable, the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement.

B. **Five-day positions.** On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

C. **Six-day positions.** Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

D. **Seven-day positions.** On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

E. **Regular Relief Assignments.** All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days as may be assigned under this agreement.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

F. **Deviation from Monday-Friday Week.** If in positions or work extending over a period of five days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph B of this rule, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim.

G. **Nonconsecutive Rest Days.** The typical work week is to be one with two consecutive days off; and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs C, D, and E, the following procedure shall be used.

1. All possible regular relief positions shall be established pursuant to paragraph E of this rule.
2. Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
3. Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
4. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
5. If the foregoing does not solve the problem, then some of the relief men may be given nonconsecutive rest days.
6. If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.

7. The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
8. If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

**H. Rest Days of Furloughed Employees.** To the extent furloughed men may be utilized under this agreement, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

**I. Beginning of Work Week.** The term "work week" for regular assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

**J. Sunday Work.** Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

#### **RULE 4. ACCUMULATION OF REST DAYS**

Rest days of assignments at individual work locations or of gangs may be accumulated by agreement between the Carrier and the General Chairman.

#### **RULE 5. MEAL PERIODS**

A. Where one shift is worked, the meal period shall not be less than thirty (30) minutes nor more than one (1) hour and consistent with the requirements of the service.

B. When a meal period is allowed it will be regularly established between the end of the fourth hour and the beginning of the seventh hour after starting work. If the established meal period is not afforded, it shall be paid for at the overtime rate and twenty (20) minutes with pay, in which to eat, shall be afforded at the first opportunity.

C. An employee will not be required to work more than ten (10) hours without being permitted to take a second meal period of thirty (30) minutes without deduction in pay, provided, however, that in the event the amount of work remaining at the expiration of ten (10) hours is not

sufficient to justify releasing the employee for a second meal period such employee will be allowed thirty (30) minutes upon completion of work within which to eat and paid as if on duty. After the expiration of the second meal period, subsequent meal periods of thirty (30) minutes will be allowed or payment in lieu thereof approximately each five (5) hours thereafter. Time taken for the second and subsequent meal periods shall not terminate the continuous service period.

## **RULE 6. HOLIDAY SERVICE**

Service performed on the following legal holidays, viz: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve (the day before Christmas is observed), Christmas, and New Years Eve (the day before New Years Day is observed), (further providing the day observed by the Nation shall be considered the holiday) shall be paid for under the provisions of Rule 10 and 11.

## **RULE 7. ABSORBING OVERTIME**

Employees will not be required to suspend work during regular working hours to absorb overtime.

When a signal crew or employees in a signal shop are needed for work outside regular working hours and such work does not require all the members of that crew or shop, the senior qualified employee(s) will be given preference to the overtime, with the obligation to work such overtime being applied in reverse seniority order. It is recognized that situations may arise that will require immediate action and employees assigned to a specific project, such as the wiring of a bungalow in a shop, may be required to complete the project on an overtime basis without regard to the seniority preference for overtime work in order to expedite completion and field installation.

## **RULE 8. BASIC DAY AND STARTING TIME**

A. Where one (1) shift is worked, eight (8) hours exclusive of the meal period shall constitute a day's work. The starting time shall not be earlier than 5:00 A.M., nor later than 8:00 A.M.

B. Where two (2) shifts coupled in continuous service are worked, eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch within the eight (8) hour period shall constitute a day's work for each shift. Where two (2) shifts not coupled in continuous service are worked, eight (8) hours exclusive of the meal period shall constitute a day's work for the first shift and eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch within the eight (8) hour period shall constitute a day's work for the second shift.

Where two (2) shifts are worked, the starting time of the first shift shall be governed by paragraph A of this rule and the starting time of the second shift shall be not later than 6:00 P.M.

C. Where three (3) shifts coupled in continuous service are worked, eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch within the eight (8) hour period on each shift shall constitute a day's work for each shift. The starting time of the first shift shall be governed by paragraph A of this rule and the starting time of each of the other shifts shall be regulated accordingly.

D. The starting time of employees shall not be changed without first giving the employees affected thirty-six (36) hours' notice. The starting time shall not be temporarily changed for the purpose of avoiding overtime.

E. Lap shifts shall not be permitted except by agreement between the Carrier and the General Chairman.

## **RULE 9. BEGINNING AND ENDING OF DAY'S WORK**

Except as provided in Rules 11, 13 and 20, an employee's time will begin and end at a designated headquarters.

## **RULE 10. OVERTIME-HOURLY RATED EMPLOYEES**

A. Time worked preceding and continuous with a regularly assigned work period will be paid for on the actual minute basis at time and one-half rate, with a minimum of one hour at time and one-half rate and payment of double time rate after sixteen (16) hours of work in any twenty-four (24) hour period. An employee required to work eight (8) or more hours preceding and continuous with his regularly assigned work period will be paid at time and one-half rate for work performed during the regularly assigned work period.

B. Time worked following and continuous with a regularly assigned work period will be paid for on the actual minute basis at time and one-half rate, with payment at double time rate after sixteen (16) hours of work in any twenty-four (24) hour period.

C. There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rate on holidays or for changing shifts, be utilized in computing the five (5) days per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or when such time is now included under existing rules in computations leading to overtime.

NOTE: In the application of this rule paragraphs A and B, an employee will not be released from duty for the purpose of breaking the continuity of overtime work.

## **RULE 11. CALLS**

A. An employee notified or called to perform work outside of and not continuous with his regular work period will be paid a minimum of two (2) hours and forty (40) minutes at time and one-half rate and if held on duty in excess of two (2) hours and forty (40) minutes, time and one-

half will be allowed on the minute basis, with payment at double time rate for work in excess of sixteen (16) hours of continuous work.

B. The time of an employee who is notified prior to release from duty will begin at the time required to report at designated point at headquarters and end when released at such point. The time of an employee who is called after release from duty will begin at the time called and end at the time he returns to designated point at headquarters.

NOTE: In the application of paragraph A of this rule an employee will not be released from duty for the purpose of breaking the continuity of overtime work.

## **RULE 12. SUBJECT TO CALL**

A. An employee assigned to regular maintenance duties will notify the person designated by the Carrier where he may be called by filing his home address and telephone number, if he has a telephone, with such person. An employee called to perform work outside of assigned working hours will respond promptly when called. The regular assigned employee, if available, will be called for such work on his assigned territory.

B. Should an hourly rated employee assigned to regular maintenance duties desire to temporarily absent himself from the designated place where he may be called and should such an employee desire to be called during such temporary absence, such an employee must keep the person designated by the Carrier notified at all times where he may be called.

C. An hourly rated employee assigned to regular maintenance duties desiring to leave the designated place where he may be called on his rest day will, if possible, notify the person designated by the Carrier when he expects to leave and return to such place.

D. Monthly rated employees assigned to regular maintenance duties recognize the possibility of emergencies in the operation of the railroad, and will notify the person designated by the Carrier where they may be called. When such employees desire to leave their headquarters or section, they will notify the person designated by the Carrier that they will be absent, about when they will return, and when possible where they may be found.

NOTE: An employee will not be subject to call during vacation period which period shall be considered as beginning with the starting time of his assignment on the first day of his assigned vacation period and end at the starting time of his assignment on the first work day following vacation period. If the first work day is a holiday he will not be subject to call until the next day.

Example: Employee with a Monday-Friday work week, rest days of Saturday and Sunday. Monday he is due back to work is a holiday, he would not be subject to call until Tuesday.

An employee granted a one-day vacation in accordance with split vacation agreement will be subject to call on next day at starting time of his assignment.

### **RULE 13. SERVICE AWAY FROM HEADQUARTERS**

A. An hourly rated employee sent from headquarters to perform work and who returns to headquarters the same day will be paid continuous time exclusive of the meal period from the time of reporting for duty until released at headquarters; straight time for straight time hours, overtime for overtime hours, whether working, waiting or traveling.

B. An hourly rated employee required by the Carrier to remain away from his assigned headquarters point during his meal periods specified in Rule 5 will be reimbursed for the actual cost of purchasing such meals.

C. An hourly rated employee sent from headquarters to perform work and who does not return to headquarters on the same day will be allowed straight time rate for traveling or waiting for transportation during established working hours. When traveling on workdays outside of established working hours actual time at straight time rate will be allowed except that no compensation will be allowed between the hours of 10:00 P.M. and 6:00 A.M. when six (6) or more hours of continuous sleeping accommodations are available during this period. When traveling on rest days and holidays actual time at time and one-half rate with a maximum of eight (8) hours at time and one-half rate will be allowed except that no compensation will be allowed on such days between the hours of 10:00 P.M. and 6:00 A.M. when six (6) or more hours of continuous sleeping accommodations are available during this period.

D. When suitable sleeping accommodations are available at point where employee is sent no time outside established working hours will be allowed other than time actually worked.

E. Necessary actual expenses will be allowed when away from headquarters.

F. When an hourly rated employee is sent away from his headquarters to perform work, he will be paid not less than what he would have earned had he remained on his assigned position.

G. An employee subject to this rule will be furnished transportation by the Carrier in traveling from his headquarters point to another point and return or from one point to another. An employee authorized to use his automobile will be allowed the established mileage rate.

H. Employees assigned to the Regional Signal Shops may, at times, be required to perform service at other locations on the Region and will be allowed actual necessary expenses while away from their shop headquarters.

### **RULE 14. EXPENSES-MONTHLY RATED**

A monthly rated employee will be reimbursed for actual necessary expenses incurred while away from regular outfit or regular headquarters by direction of the Carrier, whether off or on their assigned territory.

### **RULE 15. OPERATING OR RIDING MOTOR CARS, HIGHWAY TRUCKS OR AUTOMOBILES**

Operating or riding on track cars, automobiles or highway trucks by direction of the Carrier is work and will be compensated as such.

## **RULE 16. FILLING A HIGHER RATED POSITION**

An employee required to fill the place of another employee receiving a higher rate will receive the higher rate for time so assigned except when an assistant signalman or assistant signal maintainer is required to relieve another assistant signalman or assistant signal maintainer he will receive his own rate, or when a helper is used to relieve an assistant signalman or assistant signal maintainer, he will receive the assistant's rate based on his own experience. An employee required to fill temporarily the place of an employee receiving a lower rate will not have his rate reduced.

Hourly-rated Signalmen required to relieve on monthly-rated Signal Maintainer positions will be compensated at the monthly-rate of pay. Also, if they are called out before or after the usual hours of the monthly-rated position to perform signal work or if engaged in such signal work at the end of the usual working hours for the position (except as otherwise provided in Rule 45), all time in excess of two (2) actual hours in any work week will be paid at the overtime rate of pay.

## **RULE 17. INCLEMENT WEATHER**

During inclement weather it will be the policy to give employees assigned to construction work such sheltered work as is available in connection with the job then underway.

## **RULE 18. RE-EXAMINATIONS**

A. An employee called upon by proper authority to report for regular periodic rules examinations, visual or physical re-examinations, will be paid for time necessarily lost in taking such re-examinations. When such an employee takes such examinations outside of assigned working hours, on rest days, or holidays or while on leave of absence, he will be paid for all time consumed in excess of two (2) hours, at the pro rata rate with a maximum of eight (8) hours. If required to leave his home station actual necessary travel time will be included as time consumed in taking such examinations, and he will be paid for actual necessary expense.

B. When an employee is required to take other than the regular periodic rules examinations, visual or physical re-examinations such as returning to service after leave of absence, discipline, injury, he will not receive any payment.

## **RULE 19. PHYSICAL EXAMINATIONS**

A. If any employee of a class included in the scope of this agreement is found to be disqualified as a result of a re-examination conducted under the Carrier rules governing physical examinations including eyesight, color sense and hearing, feels that his physical condition does not justify removal from the service or restriction of his rights to service, such employee, upon request in writing by himself or his General Chairman within thirty (30) days following the notice of disqualification, may be given further re-examination as follows:

B. The employee will be jointly re-examined by a physician designated by the Carrier and a physician of the employee's own choice who shall both be graduates of a Class (A) medical school of regular medicine. This re-examination will be conducted at the office of the Carrier physician, unless otherwise mutually agreed to by the two physicians. If the two physicians agree that the man is disqualified, their decision is final; if they agree the man is qualified, he will be returned to the service.

C. If the two physicians fail to agree, the employee's physician and the Carrier's physician will select a third physician who shall be a practitioner of recognized standing in the medical profession and where any special type of case is involved must be a certified specialist in the disease or impairment which resulted in the employee's disqualification. The board of physicians thus selected will examine the employee and render a report of their findings within a reasonable time, not exceeding fifteen (15) days after their selection, setting forth the employee's physical condition and their conclusion as to whether he meets the requirements of the Carrier's physical examination rules. The fifteen (15) day period may be extended through mutual agreement between the General Chairman and the Carrier.

D. The Carrier and the employee involved will each defray the expense of their respective physicians, with the expense of the neutral physician being borne equally by the Carrier and the employee.

E. If the majority of the board of physicians conclude that the employee meets the requirements of the Carrier's physical examination rules, he shall be permitted to return to the service from which removed.

F. If there is any question as to whether there was any justification for restricting the employee's service or removing him from service at the time of his disqualification by the Carrier doctors, the original medical findings which disclose his condition at the time disqualified shall be furnished to the neutral doctor for his consideration and he shall specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral doctor shall be accepted by both parties in settlement of this particular feature. If it is concluded that the disqualification was improper, the employee will be compensated for actual loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.

G. Should the decision of the Board of physicians be adverse to the employee and he considers that his physical condition has improved sufficiently to justify considering his return to service, a re-examination will be arranged upon request of the employee, or the General Chairman but not earlier than ninety (90) days after such decision, nor oftener thereafter than each ninety (90) days.

## **RULE 20. ATTENDING COURT OR INQUEST**

Employees attending court or inquest under instructions from the Carrier and who lose time as a result thereof, will be paid the equivalent of their regular assigned hours for each day so held. If required to travel they will be paid for travel time. If held on days upon which they are not assigned to perform service, they will be allowed eight (8) hours' pay at time and one-half rate for each such day. Actual necessary expenses will be allowed for each day away from headquarters. Any fees or mileage accruing for such service will be assigned to the Carrier.

## **RULE 21. SENIORITY DISTRICTS**

The following seniority districts are created:

1. **Chicago District:**

Westward from 12th Street at Chicago to but not including St. Croix Tower; southward to and including Metropolis and Machens, M.P. 26.98 on the Hannibal to St. Louis Line; westward to Pacific Junction, excluding Sioux City and Council Bluffs; and excluding Council Bluffs south to M.P. 64.63 North Yard Limit St. Joseph. Southwest through Brookfield, St. Joseph, and Birmingham to point of termination with Kansas City Terminal Railroad, including Murray Yard and Ustick Tower. Former ATSF territory from Chicago to, and including, the eastbound control signals at Congo control point, M.P. 444.10.

2. **Twin Cities District:**

Westward from St. Croix Tower to and including Grand Forks, Fargo and Willmar; westward from Grand Forks to and including Williston; westward from Fargo to and including Williston; westward from Fargo to and including Bismarck, M.P. 198.2; westward from Willmar to Fargo and westward up to, but not including west switch Mobridge and southward to and including Sioux City; westward and southward from Superior to and including Coon Creek, Staples and Grand Forks.

3. **Denver District:**

Westward from Missouri River to and including Denver, Casper, Gillette, Lead O'Neill; Council Bluffs south to M.P. 64.63 North Yard limit St. Joseph; up to but not including Sioux City, Iowa, also the line Wendover to Denver and Palmer Lake, M.P. 52.0.

4. **Billings District:**

Westward from Bismarck, Williston, Casper and Gillette, including the west switch Mobridge, to but not including Conkelley.

5. **Seattle District:**

Westward from and including Conkelley; westward from and including Sandpoint Junction; southward to Keddie and Eugene; northward to Vancouver, BC.

6. **Springfield District:**

Southward from Machens, M.P. 26.98 to Memphis, Birmingham and Mobile, and southward from 30th Street, M.P. 2.20 (includes 25th Street, M.P. 1.5) to Fort Scott, Tulsa and Sherman, M.P. 644.11 and southward from Fort Scott to Springfield and Memphis and westward from St. Louis to Tulsa and Avarad.

7. **Kansas District:**

Westward from Congo to Las Animas Junction, Congo southward to Kingsmill, M.P. 505.44, Superior, NE M.P. 153.0 southward to Gene Autry M.P. 464.4, from Palmer Lake southward to M.P. 735.1, Pueblo southward through Las Animas to M.P. 219.0, Trinidad southward to Texline M.P. 454.2 and northward to LaJunta.

8. **Texas Seniority District:**

Southward from Oklahoma City to Quannah and Gene Autry to Fort Worth and Sherman to Dallas and Malden to Galveston and Longview to M.P. 62.87 and eastward from Iowa Junction to Live Oak and Sommerville to Silsbee and westward from Temple to Sweetwater.

**9. New Mexico Seniority District:**

Southward from Las Animas Junction, M.P. 219.0, to Sweetwater and Texico to Lubbock and Kingsmill M.P. 505.44 to Rustler Springs and M.P. 735.1 to El Paso and westward from Malden to Texline and Clovis to Belen.

**10. Arizona Seniority District:**

Westward from, but not including Belen to the Arizona/California state line, and westward from, but not including Isleta to Dalies and southward from Williams to Phoenix and Coronado to Springerville.

**11. California Seniority District:**

Westward from California/Arizona state line to Barstow and northward from Barstow to Richmond and southward from Barstow to San Diego.

**RULE 22. SENIORITY**

A. Seniority shall consist of rights based on relative length of service of employees as hereinafter provided and may be exercised only when vacancies occur, new positions are created or in reduction in force. Seniority shall be confined to seniority districts as described in Rule 21 of this Agreement.

B. Seniority begins at the time an employee's pay starts in the seniority class and district in which employed, except that an employee performing temporary service in a higher class or temporary service in another seniority district will not establish seniority in that class or district.

Two or more employees entering the service in the same class on the same date will be shown on the roster on the basis of their attained ages, with oldest employee listed first.

Note: The term temporary service in a higher class as herein used means service which is performed on a position which is not bulletined; or service that is performed on a bulletined position pending assignment thereto by bulletin, provided, however, that if an employee performs service on a position that is under bulletin, and is awarded such position, his seniority date in the higher class will date from date of the commencement of his last continuous service on such position.

C. An employee who is hired in seniority Class 1 will accumulate seniority in his own class and in Class 2. Employees holding Class 2 seniority on the date an employee is hired in Class 1 will be promoted to Class 1 in seniority order senior to an employee so hired in Class 1.

D. An employee promoted from one seniority class to another seniority class will retain and accumulate seniority in the lower class.

E. Seniority classes will be as follows:

Class 1. All classifications listed in Rule 2 of this agreement except Assistant Signalman—Assistant Signal Maintainer.

Class 2. Assistant Signalman—Assistant Signal Maintainers.

## **RULE 23. SENIORITY ROSTERS**

A. A separate seniority roster will be compiled for each seniority district. Roster will show employee's name, occupation, location and seniority date.

B. Seniority rosters will be revised in January of each year. Seniority date not protested within sixty calendar days from date first posted on a seniority roster will be considered the correct seniority date, and will thereafter stand as correct and official on all subsequent rosters. Typographical errors on subsequent seniority rosters may be corrected at any time. Employees on leave of absence or on vacation at the time roster is issued will be granted sixty (60) calendar days after their return to active service in which to make protest as to seniority dates.

C. Copy of seniority roster will be furnished to General Chairman and employee involved.

## **RULE 24. APPLICATIONS FOR EMPLOYMENT**

Applications for employment will be approved or disapproved within sixty (60) calendar days after applicant begins work and employment shall be considered temporary until application is approved. If application is not disapproved within the sixty (60) calendar day probationary period, the application will be considered approved. In the event applicant gives false information, the Carrier shall have the right to disapprove such application after the sixty (60) calendar day probationary period.

## **RULE 25. PREFERENCE TO EMPLOYMENT**

Employees laid off by reason of abolition of positions, will, upon written application to Regional Signal Engineer be given preference for employment on other seniority districts in accordance with their relative seniority, fitness and ability. Such employees, will, when recalled, be required to return to service on their home seniority district and failing to do so as provided for in Rule 29 will forfeit seniority thereon. Employees thus forfeiting seniority on their home district will acquire seniority on the seniority district on which they are employed as provided in Rule 22. Transfers under this rule will be made without expense to the Carrier.

## **RULE 26. CHANGING SHIFTS**

Except with respect to an employee occupying a relief assignment changing from one shift to another included in such assignment, employees changing, by direction of the Carrier, from one shift to another will be paid at time and one-half rate for the first shift of each change. Employees working two (2) shifts or more on a new shift shall be considered transferred. This will not apply when shifts are temporarily changed at the request of the employees involved.

## **RULE 27. EXCHANGE OF POSITION**

A. Exchange of positions on the same seniority district will be permitted only in the same seniority class and with the written approval of the Carrier and the Local Chairman.

B. An employee on one seniority district will not be permitted to exchange positions with any employee on another seniority district except in the same seniority class and only then with the written approval of the Carrier and the General Chairman. When such exchange of positions is made, both employees will assume the seniority status of the employee having the least seniority of the two in each respective class.

## **RULE 28. CHANGE IN TERRITORY - HEADQUARTERS**

A. When change is made in the location of an employee's headquarters or when the fact is established that the territorial limits are materially changed or material change is made in apparatus to be maintained the position will be bulletined as a new position at the request of the General Chairman. If incumbent is not the successful applicant, he will be permitted to exercise his displacement right as provided in Rule 29 when new incumbent assumes the position.

B. Request for above change must be in writing and made within twenty (20) days of change.

C. When two or more territories are consolidated the senior employee or employees involved will be given preference of the consolidated territories in accordance with their seniority ranking. The employee thus displaced may exercise his displacement rights as provided in Rule 29.

## **RULE 29. FORCE REDUCTION**

A. Except as otherwise provided herein, when a regular assigned position is to be abolished, the employee occupying the position will be given not less than five (5) working days' notice prior to the effective date of the abolishment of the position. Copy of such notice of abolition of position will be furnished all employees in active service on the seniority district involved.

The provisions of this rule with respect to notice of abolishment of positions will not apply to employees who are filling temporary vacancies of less than thirty (30) calendar days' duration, or to employees who are filling temporary positions of less than thirty (30) calendar days' duration; such employees may be laid off without such notice.

B. No advance notices of the abolition of positions will be required under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph C below, provided that such conditions result in suspension of a Carrier's operations in whole or in part. Such force reduction will be confined solely to those work locations affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.

C. Advance notice before positions are abolished or forces are reduced is not required where a suspension of a Carrier's operations in whole or in part is due to a labor dispute between said Carrier and any of its employees.

D. When force is reduced, positions abolished or an employee is laid off or displaced by a senior employee, the affected employee, if not the junior employee of a seniority class, shall have the right to displace any junior employee of the same seniority class, and he must exercise such displacement rights within ten (10) calendar days of date of receipt of notice or secure a leave of absence, and failing to do so shall forfeit all seniority rights.

E. A junior employee of a seniority class who is displaced or whose position is abolished, or who is laid off, shall have the right to displace any junior employee in the next lower seniority class, and he must exercise such displacement rights within ten (10) calendar days of date of receipt of notice or secure a leave of absence, and failing to do so shall forfeit all seniority rights.

F. An employee unable to hold a position by reason of force reduction who desires to retain his seniority rights, must within ten (10) calendar days of date so affected, file his name and address with the Carrier with copy to the General Chairman. He must advise in writing of any subsequent changes of address.

G. Employees changed to a lower seniority class by reason of being displaced through the exercise of seniority by senior employee or by the abolition of position, shall continue to accumulate seniority in the seniority class or classes from which displaced. Such employee must return in the order of his seniority to such higher class or classes when vacancies or new positions of thirty (30) calendar days' duration or more occur in such higher class or classes unless granted leave of absence. An employee failing to comply with these provisions will forfeit all seniority rights in such higher class or classes.

H. When new positions of thirty (30) calendar days' or more duration occur, employees laid off by force reduction who have complied with paragraph E of this rule will be returned in the order of their seniority. An employee who fails to comply with paragraph E of this rule or who fails to return to service within ten (10) calendar days after date of notice sent to his last known address, unless extension is granted, shall forfeit all seniority rights.

### **RULE 30. TRAINING PROGRAM**

A. Newly hired signal employees shall enter service as an Assistant Signalman or Assistant Signal Maintainer and shall participate in the training program established by this rule after sixty (60) days service in Signal service. This training program may include both classroom and homework portions. In the event training requirements exceed the available number of employees with sixty (60) days service, the Carrier may temporarily reduce or waive the sixty (60) days eligibility period. If an employee is hired that has already completed this program, or an equivalent training program, the Carrier and the General Chairman may agree to waive the requirement that he participate in the classroom, homework, and testing portion thereof, but his seniority will be handled in the same manner as an Assistant participating in the program.

B. Employees shall be required to serve four (4) periods of six (6) months each before being considered eligible for graduation, except as hereinafter provided by this rule.

C. Rates of pay for Assistants in training shall be listed in Appendix L as follows:

- 1st training period – 1st step
- 2nd training period – 2nd step
- 3rd training period – 3rd step
- 4th training period – 4th step

D. Employees entering service as probationary Assistants will be required to sign a statement to the effect that they fully understand they will be required to pass progressive examinations for each of the four (4) six (6) month periods of training before progressing to the next period or to a higher class.

E. The classroom portion of the training program will consist of at least four (4) sessions, each session two (2) consecutive weeks, Monday through Friday, in length.

F. Students who remain at the training point during the intervening weekend will be provided meals and suitable lodging facilities by the Carrier.

G. If the Carrier agrees, at the option of the majority of the members of the class the instruction may continue on Saturday and Sunday of the intervening weekend, in which case the class members will receive their rest days on Thursday, Friday, Saturday and Sunday of the second week.

H. The initial classroom course will be given as soon as practicable after employment and subsequent classroom courses will be scheduled as nearly as practicable so that there will be an equal period between courses, so that employees will have an opportunity to progress from one training period to another. Classroom instruction shall be held at such points as may be designated by the Carrier. Uniform, written, progressive examinations will be based on course training material and/or material presented in class by the instructor. A grade of seventy percent (70%) or better shall be considered a passing grade. If an employee successfully passes the examination he will be advanced to the next training period at the expiration of his current training period. In the event of failure to pass any examination, re-examination shall be given within thirty (30) days from date of such failure, on the entire examination which he previously failed. He shall be graded on the entire re-examination, using the same grade factor as used in the previous examination which he failed.

I. Failure of any employee to take and pass re-examination will result in such employee's forfeiture of all seniority and rights and such employee will be considered as having resigned from the Carrier's service.

J. An employee subject to the provisions of this training program who leaves the service of the Carrier before completion of training and is subsequently re-employed, will be required to take and pass examinations not yet taken as set forth in paragraph H of this rule.

K. Should the need arise for more employees in Class 1 (other than for positions of Electronic Technician, Inspector, and Foreman) than are available by the graduation of employees from the fourth period, the senior employee(s) in the seniority district going through the training program that have completed three sessions shall be promoted. Employees so forced to accept a Class 1 position will be allowed actual necessary lodging expenses until they move their residence to that location, but for a period not to exceed 60 calendar days. In the event an employee so promoted fails to meet the requirements of the position within thirty (30) working days, the employee shall be restored to their former position in Class 2 and paid the rate consistent with their training period and examinations passed. If the Carrier asserts that an

employee promoted prior to completion of their training has failed to meet the requirements of the position within the thirty (30) day period referred to above, the employee may request to be given a written and practical examination agreed to by the Director-Signal Engineering and General Chairman, on the requirements of the position in question. Such examination shall be divided into points for each written question or practical test and a grade of seventy percent (70%) shall be considered as passing. Such examination shall be administered by the Director-Signal Engineering and General Chairman or their designated representatives. An employee promoted to Class 1 under this paragraph prior to completion of the required four (4) examinations shall be required to take and pass such remaining examinations on the same basis as if they were still an Assistant, and in the event of their failure to pass a re-examination they will forfeit all seniority and rights and such employee will be considered as having resigned from the Carrier's service.

Assistants may bid on and be assigned to any position in Class 1. Upon reporting to the position, the Assistant will be given a Class 1 date. When the Assistant completes the training program, their Class 1 date will be backdated to their Class 2 date in the same manner as others completing the training program.

L. Employees will be furnished the appropriate training material before and during each period of training to enable them to prepare for examination for each period of training.

M. Examinations provided for in this rule shall be fair and impartial and employees taking these examinations will not be examined on matter with which they have not had an opportunity to become familiar either through the study of training manuals applicable to their status of training or training which has been afforded them.

N. An Assistant retained in the service following the probationary period will be paid in accordance with his previous experience in signal work on this and other railroads, as provided in Rule 45. However, such an employee will be in the same status with respect to training as any other new Assistant in the application of the training program under this rule.

O. An Assistant Signalman who has successfully completed the training program shall assume the conditions of a Signalman and will be given a Class 1 seniority date the same as his/her Class 2 date. An Assistant so promoted will be required to bid on all bulletined vacancies until s/he has secured a position. An Assistant Signalman who has completed the training program and fails or refuses to accept promotion, will forfeit all seniority and all other rights, and his/her service with the company will be terminated immediately.

An Assistant Signalman who has completed 24 months of service but has not yet completed the program or has not been promoted under Section K hereof, will be paid at a Signalman's rate of pay until graduation.

If two or more Assistant Signalmen are promoted on the same day, they shall be promoted in seniority order.

P. All Assistants in training will be required to complete the training program herein and comply with its provisions. New employees entering the service may be hired as Assistants but not as Helpers. Rates of pay for which they may have previously qualified and been receiving will, however, not be reduced as a result of this provision.

Q. When an employee is notified to attend a training class, s/he will be notified the form of transportation to be used in going to and from the point where classes are held, as follows:

(1) If an employee is authorized to use company transportation, such transportation will be used.

(2) If commercial transportation is authorized the employee will be reimbursed the cost thereof.

(3) If an employee is authorized to use his automobile, the approved automobile mileage allowance will be paid for going to and from the point where classes are held.

R. Employees while en route or attending a class will be allowed meal and lodging expense under the provisions of Rule 13 or 14.

S. Employee will not be compensated for time spent traveling to and from the point where the classes are held except during the hours of their assignment.

T. Employees will be compensated at their regular straight-time rate of pay while attending classes. Should one of the holidays specified in the Signalmen's Agreement occur during a classroom instruction period on a day which would normally be a workday for the employees, the majority of the group shall—with the concurrence of the Carrier—agree on an alternate holiday date. The Carrier will to the extent possible schedule classes in weeks that do not include holidays.

U. Textbooks and other study material will be supplied by the Carrier at no cost to the employees except that the employees will sign receipts therefor acknowledging responsibility for payment for loss of or damage, excluding normal wear, to such training material during the course. Upon successful completion of the course, such materials will become the property of the employee. Employees who fail to complete the course must return all course material to the Carrier or make payment in lieu thereof.

Note: Paragraph C changes do not reflect an adjustment in pay rates, but is done to clarify language to match training periods to step rates for the new agreement.

### **RULE 31. TRAINING PROGRAM - PREPARATION FOR FCC LICENSE**

A. A training program shall be established consisting of a course of study in the "Principles of Electricity and Electronics" to assist employees in preparing to undertake examination for a Federal Communications Commission Second Class Radio-Telephone Operator's License.

B. Employees may be permitted to pursue the training course upon written application to the Carrier, approval of such application to be based upon the employee's Performance Rating and the scores of General Knowledge and Mechanical Comprehension Tests and requirements of the Carrier.

C. Employees pursuing the training program must complete one section of the training course with a passing grade as stated below and within a period of time as prescribed by the Carrier. They will not be required to complete sections of the training course during vacation periods of two weeks or more or during leaves of absence of greater than two weeks. Each section of the training course must be completed with a passing grade determined as having correctly answered seventy-five percent (75%) of the examination questions, before undertaking the subsequent section of the training course.

D. Copies of graded examinations will be returned to all employees pursuing the training course.

E. Employees who fail an examination of one of the sections of the training course will be afforded not more than two additional opportunities to pass such examination. Each re-examination must be completed and submitted within an interval of time equal to the period of time allowed for the regular study of the section of the course.

F. Employees who fail the second re-examination on a section of the training course shall be automatically disqualified from further pursuit of the training course.

G. Failure of an employee to take an examination on any part of the training course within the time limits prescribed for each section of the training course will be considered as having failed the examination unless prior approval is received from the Carrier.

H. Employees, once having commenced the training course, will be permitted to complete it, subject to their meeting the conditions set forth in this rule.

I. Employees will be reimbursed for time lost and their personal expenses incurred, including examination fee, in taking the Federal Communications Commission License Examination, with a limit of two (2) re-examinations per employee.

J. If there are no qualified applicants for a position requiring an FCC license, then the senior applicant who passes an appropriate Aptitude Test, or in the absence of any applicants the senior employee in Class 5 on the seniority district, will be assigned and required to pursue the training course.

K. Employees on a position requiring a 2nd Class FCC License must pursue the Training Course. Other employees may be permitted to pursue the Training Course upon written application as outlined in Paragraph B above.

L. Employees who fail the second re-examination on a section of the Training Course shall be automatically disqualified as shown in Paragraph F above. If such employee is on a position requiring a 2nd Class FCC License, he shall automatically become disqualified from such a position and will exercise displacement rights as provided by Rule 29 on position other than that requiring a Second Class FCC License.

M. Employees who are disqualified through failure to obtain a passing grade in a section of the Training Course or who do not pass the Federal Examination may subsequently reinstate their right to take position requiring Second Class FCC License if they present evidence they possess a valid Federal Communications Commission License of a Second Class Radio Telephone Operator's grade or higher.

N. Employees who have successfully completed the Training Course but who fail to obtain a Federal Communications Commission Second Class Radio Telephone Operator's License within a period of six (6) months from the date of completing the Training Course shall be automatically disqualified from the position requiring the License and will exercise displacement rights as provided by Rule 29 on position other than that requiring a Second Class FCC License.

## **RULE 32. CHANGES OF RESIDENCE DUE TO TECHNOLOGICAL, OPERATIONAL OR ORGANIZATIONAL CHANGES**

When Carrier makes a technological, operational, or organizational change requiring an employee to transfer to a new point of employment requiring him to move his residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement, notwithstanding anything to the contrary contained in said provisions, except that the employee shall be granted five (5) working days instead of “two working days” provided in Section 10(a) of said Agreement; and in addition to such benefits the employee shall receive a transfer allowance of \$800 and real estate commission paid to a licensed realtor [not to exceed \$3,500 or 7 percentum of the sale price, whichever is less]. Under this provision, change of residence shall not be considered “required” if the reporting point to which the employee is changed is not more than thirty (30) miles from his former reporting point.

## **RULE 33. ABOLISHING POSITIONS**

When two or more positions are abolished on the same day, the employees affected will be given preference in exercising displacement rights in the order of their seniority ranking.

## **RULE 34. INCAPACITATED EMPLOYEES**

An employee who has become physically unable to continue to perform the work of the position occupied by him may, by agreement between the Carrier and General Chairman, be given preference to such available work as he is able to handle at the rate of the position to be filled.

## **RULE 35. TEMPORARY POSITION OR VACANCY**

A. An employee assigned to a temporary position or an employee filling a temporary vacancy, will when released, return to the permanent position held immediately prior to such assignment unless it has been abolished or it has been filled by a senior employee in the exercise of displacement rights, in which event the employee returning from temporary service shall exercise displacement rights in accordance with Rule 29.

B. When such an employee as referred to in paragraph A of this rule has meanwhile become the successful applicant on a bulletined permanent position, he shall not be required, at the expiration of the temporary assignment, or when assigned to the new permanent bulletined position acquired subsequent to being assigned to the temporary position, to return to his former permanent position but instead shall return to the last permanent bulletined position to which he had been assigned. Employees holding permanent bulletined positions and who bid for and are assigned to another temporary position, shall relinquish all rights to the temporary position he vacates.

## **RULE 36. LEAVE OF ABSENCE**

A. When the requirements of the service permit, an employee will, upon written request, be granted a reasonable leave of absence. Except in case of physical disability and except in case of educational training, leave of absence in excess of ninety (90) calendar days within a calendar year will not be granted without the approval of the General Chairman.

B. An employee on leave of absence accepting other employment without first obtaining written permission from the Carrier and the General Chairman will be considered as having left the service and all seniority rights will be forfeited.

C. An employee desiring to return to service prior to the expiration of a definite leave of absence will give five (5) calendar days' advance notice.

D. An employee failing to report for duty on or before the expiration of a leave of absence will lose all seniority rights unless an extension has been granted.

E. An employee reporting for duty after leave of absence may return to his former position provided it has not been abolished or a senior employee has not exercised displacement rights hereon. He may, however, within five (5) calendar days after reporting ready to return to service provided he has not actually returned to his former position, exercise his seniority rights over any junior employee assigned to any position bulletined during his absence. In the event an employee's former position has been abolished or a senior employee has exercised displacement rights thereon, the returning employee will be governed by Rule 29 except that the date such an employee reports for duty after leave of absence will be considered as the date his position has been abolished or he has been displaced by a senior employee for the purpose of exercising seniority.

F. An employee displaced as a result of return of an employee from leave of absence will have the same rights as provided for herein for the employee returning from leave of absence.

G. An employee granted an annuity under the physical disability provisions of the Railroad Retirement Act prior to reaching the age which would entitle him to full benefits under that Act, will be considered as on an indefinite leave of absence and his name will be continued on the seniority roster until he reaches such age, unless seniority is terminated in the meantime for other reasons.

In the event a regular assigned employee vacates a permanent position subject to bulletin to accept an annuity under the physical disability provisions of the Railroad Retirement Act, and if such position is continued in existence, such vacancy will be bulletined as permanent vacancy and filled in conformity with the rules of this Agreement.

Such an employee, who is again physically qualified to perform work prior to reaching the age which would entitle him to full benefits under the Act, and who is so approved by the Carrier, may exercise seniority rights over any junior employee in conformity with Rule 29.

An employee displaced as a result of return of an employee who was granted an annuity under the physical disability provisions of the Railroad Retirement Act may exercise seniority rights over any junior employee in conformity with Rule 29.

## **RULE 37. OFFICIAL, SUPERVISORY OR ORGANIZATION POSITIONS**

A. An employee who is promoted to or accepts an official or supervisory position with the Carrier or an employee who accepts an official position with the Brotherhood of Railroad Signalmen will retain and accumulate seniority while so assigned (provided the employee complies with Article 5—Seniority Retention as contained in the 9-23-86 National Agreement). (See Appendix M.)

B. In the event of abolition of such a position or removal therefrom within one (1) year of the date assigned to that position, an incumbent assigned to an official, supervisory or organization position will be governed by the provision of Rule 36E. If the incumbent has occupied the position for a greater period of time, he may exercise seniority in the highest seniority class in which his seniority allows by displacing any junior employee in such seniority class. Other employees affected by such exercise of seniority may exercise seniority in the highest seniority class in which their seniority allows by displacing any junior employee in such seniority class. An employee who has accepted a position referred to in this rule and who voluntarily relinquishes same may exercise his seniority right only by bidding on a permanent vacancy or new position.

C. An employee desiring to exercise displacement rights as herein provided for must do so within fifteen (15) calendar days from the date he is relieved from the position herein referred to, or from the date of voluntary relinquishment of the position herein referred to, or from the date displaced in the exercise of seniority, and failing to do so will forfeit all seniority rights.

D. An employee transferring to Fort Worth under the provisions of the July 2, 1993 Agreement who did not hold seniority on the Denver Consolidated Seniority District, and who was promoted to an exempt position prior to the expiration of the two years referred to in Section 4 of the Agreement, will retain seniority on his home seniority district provided he complies with the "Seniority Retention" provisions of the Agreement of September 23, 1986. However, such employee will not retain seniority on the Denver Consolidated Seniority District.

## **RULE 38. PROMOTIONS**

A. Promotions from positions in one seniority class to positions in another seniority class within the scope of this Agreement shall be based on ability and seniority; ability being sufficient, seniority shall govern.

B. In the event a senior applicant for a bulletined permanent position is not assigned, and the position is assigned to a junior employee, the senior applicant upon written request by him or the General Chairman within seven (7) calendar days of date of assignment notice, be given a practical test conducted jointly by the Carrier and the General Chairman to determine if the individual can demonstrate his fitness and ability to be assigned to the position. Such test will be given within five (5) calendar days, unless extended by mutual agreement, after request is made therefor. If the senior applicant passes the test, he shall be assigned to the position and the junior assigned employee will revert back to his former position.

### **RULE 39. DECLINING PROMOTION**

Except as provided in Rule 30 an employee declining promotion shall not lose his seniority, except to the employee who accepts such position, and only then in the higher seniority class to which such promotion is made.

### **RULE 40. BULLETINING POSITIONS**

A. Positions or vacancies which are expected to be of thirty (30) calendar days' or more duration shall be bulletined.

B. Positions or vacancies which are expected to be of more than six (6) months' duration shall be bulletined as permanent. Positions or vacancies which are expected to be of from thirty (30) calendar days' to six (6) months' duration shall be bulletined as temporary. Should such temporary position or vacancy continue in existence for more than six (6) months, it will be bulletined as permanent on the first vacancy bulletin thereafter, unless by agreement between the Carrier and General Chairman it is rebulletined as temporary, provided, however, that if a temporary vacancy becomes permanent in less than six (6) months, it will be so bulletined when it is known that it will be permanent.

C. Positions or vacancies which are expected to be of less than thirty (30) calendar days' duration will not be bulletined. Such positions and vacancies when filled may be filled by using any qualified employee available.

D. Bulletins shall be issued within thirty (30) calendar days prior to or within fifteen (15) calendar days following date positions are created or vacancies occur.

E. A position or vacancy under bulletin may be filled temporarily pending assignment of successful applicant by using any qualified employee available.

### **RULE 41. BULLETIN AND ASSIGNMENT**

A. Bulletins covering positions or vacancies shall be of standard form showing title of position, headquarters, rate of pay, hours of service, rest days and whether position is permanent or temporary. Bulletins shall be dated and mailed on the 1st and 16th of each month, or on the first work day thereafter if such date should fall on other than a work day.

B. Applications for positions advertised by bulletin must be received by the officer whose name appears on the bulletin on or before 12:00 midnight on the 8th day following date of bulletin and assignment made on next regular semi-monthly bulletin.

C. Withdrawal of bids for positions advertised shall not be considered if received after the closing date and expiration hour stated on the bulletin.

D. Bulletins advertising new positions or vacancies and assigning positions to the successful applicants will be furnished all employees entitled to consideration in filling the position, with copy to the General Chairman.

E. When an applicant applies for more than one position on the same bulletin he must indicate on his application his order of preference.

F. Transfer of successful applicants to new assignments will be made within fifteen (15) calendar days after assignment. New positions, or vacancies, may be filled temporarily pending permanent assignment.

G. If successful applicant is not placed upon position within the specified time limit, the successful applicant thereafter will be paid the rate of the position awarded plus an additional \$3.00 per working day until such time as he is transferred thereto.

H. If there are no qualified applicants, including an employee who has completed a sufficient part of the training program, and no applicants for transfer from other seniority districts such position may be filled by the Carrier from such source of supply as it deems proper.

I. A position that was bulletined, posted and closed while an employee is on vacation, such an employee may within forty-eight (48) hours after return to service exercise seniority to such position. If position was assigned to a junior employee he will be placed on position on first workday of the following work week. An employee so displaced may exercise seniority per Rule 29.

#### **RULE 42. FAILURE TO QUALIFY**

A. Employees awarded bulletined positions or employees securing positions through exercise of seniority to position not yet qualified on, will not be disqualified through lack of ability to do such work after a period of thirty (30) working days thereon. Such an employee will be given reasonable opportunity to qualify during such period.

B. An employee failing to qualify for a position secured by bulletin or in exercise of seniority, will exercise seniority by displacing the junior employee in the highest seniority class in which such an employee's seniority entitles him to perform service which seniority must be exercised within ten (10) calendar days from date of disqualification.

C. An employee failing to qualify for a position secured by bulletin, or in exercise of seniority will be given notice in writing of reason for such disqualification.

D. An employee who considers himself unfairly disqualified may make written request within seven (7) calendar days of date of disqualification notice that he be given a practical test conducted jointly by the Carrier and the General Chairman to determine if the individual can demonstrate qualifications to be assigned to the position. Such test will be given within five (5) calendar days after notice, unless extended by mutual agreement. If the applicant passes the test, he shall be assigned to the position.

NOTE: See Rule 56.

#### **RULE 43. VACATING POSITIONS OR VOLUNTARY DEMOTION**

A. An employee vacating a position will not be eligible to assignment on such vacancy unless there are no other applicants or the position has been filled and is again vacated.

B. An employee will not be permitted to exercise seniority in a lower seniority class when his seniority will permit him to remain in a higher seniority class.

C. An employee assigned to a permanent CSET position will not be permitted to voluntarily exercise his seniority on a non-CSET position, unless that position is a permanent vacancy or new position as defined in Rule 40B. Such employee will forfeit all CSET seniority rights on the first day worked on the non-CSET position.

D. This rule shall not be construed to prohibit an employee voluntarily demoting himself from one seniority class to another seniority class in special cases pursuant to agreement between the highest officer in the Signal Department and the General Chairman without forfeiture of seniority.

#### **RULE 44. BASIS OF PAY**

The regular established daily working hours will not be reduced below eight (8) hours per day nor will the regularly established number of working days be reduced below five (5) per week except in weeks in which positions are established or abolished, unless agreed to in writing by a majority of the employees affected through their General Chairman; and excepting that this number of days may be reduced in a week in which holidays (Appendix B) occur within the five (5) days constituting the employee's assigned work week by the number of such holidays.

#### **RULE 45. RATES OF PAY**

(For rates of pay see Appendix "L")

A. The monthly rates cover all services rendered except as otherwise provided herein.

B. If it is found that this rule does not produce adequate compensation for certain of the positions listed in Appendix "L" by reason of the occupants thereof being required to work excessive hours, the salary for those positions may be taken up for adjustment.

C. When a monthly-rated employee is called out before or after his usual hours to perform signal work or is engaged in such signal work at the end of his usual working hours (except as otherwise provided in Rule 45), all time in excess of three (3) calls or ten (10) actual hours in any calendar month will be paid at the overtime rate of pay except that in the case of Signal Electronic Technicians, Signal Inspectors, Maintenance Foremen and Signal Construction Crew Foremen, all time in excess of four (4) calls or fifteen (15) actual hours in any calendar month will be paid at the overtime rate of pay. (Paid overtime does not count toward 3-10 or 4-15 non-comp time.)

When an Electronic Technician or Signal Inspector is utilized outside his usual hours in a situation where a Maintainer should have been utilized instead, the Electronic Technician or Signal Inspector will be paid for time spent at the overtime rate with a minimum of 2.7 hours. This does not apply to those situations where both a Technician or Inspector and a Maintainer were jointly called out to correct a problem.

Hourly-rated Signalmen required to relieve on monthly-rated Signal Maintainer positions will be compensated as provided in Rule 16.

D. Monthly-rated employees shall be assigned one regular rest day per calendar week (Sunday, if possible). Overtime rules applicable to other employees who are subject to the terms

of the Signalmen's Agreement will apply to service which is performed by monthly-rated employees on such assigned rest day.

E. If ordinary inspection, construction or maintenance work is performed on the sixth of the work week or outside usual hours, such work shall be paid at the overtime or double time rate of pay as the case may be.

F. The straight-time hourly rate for the monthly-rated employees shall be determined by dividing the monthly rate by 213 hours.

G. In computing future wage adjustments for monthly-rated employees 213 hours shall be used as the multiplier.

H. Monthly-rated employees will be compensated under Rule 11 for any service required by the Carrier to be performed on one of the designated holidays specified in Rule 6.

I. The method of operation to be used for all monthly rated maintainers shall be on the following basis:

The full workdays shall be Monday through Friday, with the "rest" and "subject to call" days alternated on adjacent districts.

**EXAMPLE:** The normal protection day for District A is Saturday, with Sunday as his rest day. He agrees to protect both his own and another signal maintainer's district on Saturday and Sunday. If he is called for signal service on the other signal maintainer's district on Saturday, he will be paid overtime, but not if he is called on his own district unless he has exceeded 3 calls or 10 actual hours in that month. If he is called on the other signal maintainer's district on Sunday, he will not be paid overtime unless he has exceeded 3 calls or 10 actual hours in that month but will be paid overtime if he is called on his own district.

**NOTE:** In the application of this paragraph I, Signal Maintainers may exchange weekend protection, however under such circumstances an employee will not receive more overtime than if he had not exchanged weekend protection with another maintainer.

**EXAMPLE:** The normal protection day for District A is Saturday, with Sunday as his rest day. He agrees to protect both his own and another signal maintainer's district on Saturday and Sunday. If he is called for emergency signal service on the other signal maintainer's district on Saturday, he will be paid overtime, but not if he is called on his own district. If he is called on the other signal maintainer's district on Sunday, he will not be paid overtime but will be paid overtime if he is called on his own district.

Every two (2) months the protection day and rest day for all districts is reversed, consequently the above example would be reversed.

During extreme adverse weather conditions, the Carrier may require signal maintainers to protect according to the regular schedule.

J. When a signal maintainer or assistant signal maintainer (when assigned to a signal maintainer) is used off his assigned territory during the assigned hours of his work week, when instructed by proper authority will be allowed 1/2 time his hourly rate in addition to his regular straight time hourly or monthly rate for the time consumed off his assigned territory, time to be continuous from the time he leaves the limits of his assignment until he again re-enters his assigned territory; except, that in instances such as ice, sleet, and snow storms, tornadoes, hurricanes, fire and earthquakes where the signal system is interrupted at any point which requires the services of additional signal employees, the adjoining signal maintainers may be used without payment of the 1/2 time penalty referred to herein during the time their services are used in restoring the signal system to safe and proper working order.

The above provision for additional pay will not apply when a signal maintainer or assistant signal maintainer is used off his assigned territory during the assigned hours of his work week to work on the other maintainer's territory account absence from duty because of hours of service law or personal reasons (other than the employee's personal illness) during the first four (4) hours so used on any assigned work day.

K. If, after assigned working hours, a maintenance employee is used off his assigned territory, he will be compensated under the call rule.

L. Where a maintenance employee's territory is confined to a terminal and maintainers are assigned on more than one shift, if an employee is called for service outside his usual working hours, it will be considered as working off his assigned territory in the application of paragraph J.

M. If a Construction Crew Foreman supervises a crew which is required to work more than eight (8) hours per day for three (3) or more days in the first five days of the work week, such foreman shall be paid overtime at his hourly rate for actual time worked in excess of 8 hours per day by the crew he is supervising that week.

N. All monthly-rated men called to work in emergencies before or after their usual working hours will be subject to the double time provisions of Rule 10.

#### **RULE 46. MOBILE SIGNAL CONSTRUCTION CREWS**

A. BNSF will not be limited as to the number of mobile crews it may establish; however, it may not establish additional mobile gangs after it cuts off any Fixed Point Crew in existence on the effective date of this agreement, except by agreement of the General Chairman.

B. Mobile crews will be allowed to choose by majority vote whether they work a five-eight or four-ten hour work week. If crews elect a four-ten hour work week, Carrier reserves the right to determine start day (Monday vs. Tuesday) in order to provide protection for the railroad.

C. If a holiday falls in the middle of a work period (other than the first or last day) a majority of the crew may elect to substitute the first day or the last day of the work period as the holiday.

D. Mobile crews will be subject to the following rules:

1. Employees assigned to mobile crews working away from their homes will be reimbursed for their necessary actual expenses for meals and for necessary actual expenses for lodging, if lodging is not provided by the Carrier.

2. A headquarters point will be established for each mobile crew only for the purpose of applying the travel time and transportation rule for working off of their seniority district as provided in Rule 48 of this Agreement.

3. If lodging is necessary on the night before the first day of the work cycle and on the night of the last day of the work cycle, it will be provided by the Carrier.

E. When lodging is provided for personnel assigned to Signal crews, single rooms will be afforded. Employee's time will start and end at the motel/hotel at the town where motel/hotel accommodations are provided.

F. Time spent in traveling from one work point to another work point outside of regularly assigned hours or on a rest day or holiday shall be paid for at the straight-time rate.

G. An employee who is not furnished means of transportation by the Carrier from one work point to another work point and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such other transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the Carrier, he shall be reimbursed for such use of his automobile at the approved automobile mileage allowance. If an employee's work point is changed during his absence from the work point on a rest day or holiday, this paragraph shall apply to any mileage he is required to travel to the new work point in excess of that required to return to the former work point.

H. Employees assigned to mobile crews, while working on their home seniority district will be paid a daily allowance for each day worked, to help defray expenses for weekend trips home:

From residence

on seniority district:\*

0-400 miles

- a) \$20.00 per day for 5 day work week
- b) \$25.00 per day for 4 day work week

Over 400 miles

- a) \$20.00 per day for 5 day work week, plus \$1.58 daily rate for each additional 25 miles over 400.
- b) \$25.00 per day for 4 day work week, plus \$1.58 daily rate each additional 25 miles over 400.

\* If residence is not on seniority district, distance will be computed from point on seniority district closest to residence.

The daily rates will be adjusted semi-annually, according to the CPI formula. Semi-annual CPI adjustment required by the Crew Agreement and Rule 46H as amended, will be based on the percentage change in the CPI (Consumer Price Index for urban wage earners and clerical workers, revised series, CPI-W), all items—unadjusted, as published by BLS; US DOL. The percentage change shall be measured based on the change from October to April, effective June 1, and April to October, effective December 1. Any increase or decrease in the daily allowance shall be rounded off to the nearest five (5) cents. The first adjustment will be effective June 1, 2001.

Beginning and ending of day's work shall be as provided in Rule 47B, i.e., at designated point at maintainer's headquarters, railroad depot or motel/hotel at the town where motel/hotel accommodations are provided.

#### **RULE 47. SIGNAL CONSTRUCTION CREWS AT FIXED POINTS**

A. Headquarters points will be established by the Carrier for employees on signal crews who are not furnished camp cars and who are reimbursed for actual reasonable costs of meals, lodging and travel time when away from such home station as provided in Rule 13 or Rule 14. Such employees shall not be reimbursed for costs of meals and lodging at headquarters point.

B. When sent away from headquarters beginning and ending of day's work shall be at a designated point at maintainer's headquarters, railroad depot or motel-hotel at the town where motel-hotel accommodations are provided.

C. An employee working away from his fixed headquarter point may, rather than staying overnight in a lodging facility (hotel or motel), claim mileage up to a maximum of 120 miles for a round trip to return home. On days so claimed, no evening meal allowance will be paid on the day going or a breakfast meal allowance on the morning of return.

D. Signal Construction Crews established in accordance with Rule 47 working away from assigned fixed headquarters during workweek will, unless being held to perform service on their rest days or traveling conditions do not permit, be returned to their headquarters for rest days. Such employees, including the foreman, will be compensated at straight-time rate for travel time involved whether operating or riding in a vehicle.

It is further understood that if the employees referred to above are held for rest days' service they will be allowed a minimum of four hours at time and one-half rate for each day held.

E. When lodging is provided for personnel assigned to Signal Crews, single rooms will be provided.

#### **RULE 48. SIGNAL CONSTRUCTION CREW WORKING OFF SENIORITY DISTRICTS**

A. BNSF may utilize a signal crew to work off their seniority district without penalty, subject to the rules set out below.

B. Employees on signal crews moving from one seniority district to another seniority district without loss of seniority on their home district or establishment of seniority on the district to which transferred.

C. No signal personnel on the work district may be "Off in Force"/Furloughed, while the signal crew/s are working on that district.

D. Employees assigned to mobile crews, working off their home seniority district, will be afforded travel time (straight time rate) and transportation, to and from their designated headquarter point for each work cycle. Crews working off their seniority district will have the option by majority vote of working 4 day or 8 day work cycles subject to carrier approval. Under this provision, 46H will not be afforded to Mobile crews, except on actual travel days for that crew.

E. In addition to compensation and expenses provided under this agreement or the scheduled agreement, employees on a signal crew working off their home district, will be compensated an additional twenty- five (25) dollars, per day worked. The twenty-five (25) dollar daily rate will be subject to a semi-annual CPI adjustment, as herein after provided.

F. Employees may bid on and be assigned to positions on their home seniority district, and shall be subject to displacement by an employee exercising displacement rights on that seniority district.

#### **RULE 49. HEADQUARTERS FACILITIES**

A. Signal Shop buildings assigned as headquarters for Signal Shop employees shall be kept in good repair and sanitary condition, properly heated and lighted with sufficient toilets, lavatories and lockers for employees assigned thereto. The Signal Shop Foreman shall be furnished with a desk, chair and other equipment necessary for operation of his office.

B. Headquarters for other employees, including Signal Construction Crews assigned with fixed headquarters, will be equipped with proper heat and lighting, and kept in good repair and sanitary condition. These headquarters shall have desk and chair. Tool room, lockers, toilets and drinking and washing facilities shall be provided therein or will be readily accessible to the employees assigned thereto.

#### **RULE 50. WEEK-END TRIPS**

A. Any time lost because of week-end trips will not be paid for but the employees at the option of the majority may, if the Carrier agrees, make arrangements whereby lost time will be made up by working beyond eight (8) hours at straight time rates on other days during the week.

B. During months when sufficient daylight hours permit, employees at the option of the majority in the gang; may, if the Carrier agrees, work four (4) ten (10) hour days at the pro rata rate.

#### **RULE 51. TRAVEL TIME**

A. Employees not in mobile units and other than those covered by Paragraph G hereof will be allowed straight time for actual time waiting or traveling as passengers by passenger train or other public conveyance by the direction of the Carrier, during or outside of regular work period including travel on rest days or holidays, either on or off an assigned territory.

If, during the time on the road, an employee is relieved from duty and is permitted to go to bed for five (5) or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day for service and travel when such irregular service prevents the employee from making his regular daily hours at home station.

B. An employee who is not furnished means of transportation by the Carrier from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such transportation. If he uses his personal automobile for this purpose in the

absence of transportation furnished by the Carrier, he shall be reimbursed for such use of his automobile at the approved automobile mileage allowance for the mileage from one work point to another.

C. Employees assigned to mobile lodging facilities traveling by direction of the Carrier in such facilities will be allowed straight time rate for traveling in such facilities.

D. When mobile lodging facilities are moved from one work point to another, employees assigned to such facilities not required to care for such facilities will be furnished free transportation in either mobile lodging facilities, or on passenger trains, or other methods. An employee who is not furnished means of transportation by the Carrier from one point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the Carrier he shall be reimbursed for such use of his automobile at the approved automobile mileage allowance for the mileage from one work point to another.

E. Each employee furnished means of transportation by the Carrier will be paid the amount of travel time computed at straight time rate from one work point to another which the conveyance on which transportation made available by the Carrier would take regardless of how any employee actually travels from one work point to another.

Each employee who is not furnished means of transportation by the Carrier will be paid the amount of travel time computed at straight time rate from one work point to another which is consumed by the mobile lodging facilities in moving from one work point to another. If an employee's work point is changed during his absence from the work point on a rest day or holiday, he shall be paid any mileage he is required to travel to the new work point in excess of that required to return to his former work point. Waiting between transportation connections en route will be considered traveling in the application of this rule.

F. Employees will not be allowed time while traveling in the exercise of seniority, or between their homes and designated headquarters or for other personal reasons.

G. 1. Employees filling relief assignments or performing extra or temporary service will be paid for travel and waiting time as follows:

2. If the time consumed in actual travel, including waiting time en route, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time en route, necessary to return to his headquarters point or to the next work location exceeds one hour, then the excess over one hour in each case shall be paid for as working time at the straight time rate of the job to which traveled. When employees are traveling by private automobile time shall be computed at the rate of two (2) minutes per mile traveled.

## **RULE 52. FREE TRANSPORTATION**

A. Employees covered by these rules and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other employees in the service.

B. General Committees representing employees covered by these rules to be granted same consideration as is granted General Committees representing employees in other branches of the service.

C. Employees transferred by direction of the Carrier to positions which necessitate a change of residence will receive free transportation for themselves, dependent members of their families, and household goods, when it does not conflict with State or Federal Laws.

D. Employees exercising seniority rights to new positions or vacancies which necessitate a change of residence will receive free transportation for themselves, dependent members of their families, and household goods, when it does not conflict with State or Federal Laws.

E. Free transportation of household effects will be limited to the lines of railroad covered by this agreement.

### **RULE 53. TIME LIMIT ON CLAIMS-GRIEVANCES**

A. All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within sixty (60) calendar days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) calendar days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

B. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) calendar days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) calendar day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

C. The requirements outlined in paragraphs A and B of this rule pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3, Second, of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months' period herein referred to.

D. A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation,

if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) calendar days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

E. This rule recognizes the right of representatives of the Organization, party hereto, to file and prosecute claims and grievances for and on behalf of the employees it represents.

F. This Agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the Carrier.

G. This rule shall not apply to requests for leniency.

#### **RULE 54. INVESTIGATIONS AND APPEALS**

A. An employee in service sixty (60) calendar days or more will not be disciplined or dismissed until after a fair and impartial investigation has been held. Such investigation shall be set promptly to be held not later than fifteen (15) calendar days from the date of the occurrence, except that personal conduct cases will be subject to the fifteen (15) calendar day limit from the date information is obtained by an officer of the Carrier and except as provided in paragraph B of this rule.

B. In the case of an employee who may be held out of service pending investigation in cases involving serious infraction of rules the investigation shall be held within ten (10) calendar days after date withheld from service. He will be notified at time removed from service of the reason therefore.

C. At least five (5) calendar days advance written notice of the investigation outlining specific offense for which the hearing is to be held shall be given the employee and appropriate local organization representative, in order that the employee may arrange for representation by a duly authorized representative or an employee of his choice, and for presence of necessary witnesses he may desire.

D. A decision shall be rendered within thirty (30) calendar days following the investigation, and written notice thereof will be given the employee, with copy to local organization's representative. If decision results in suspension or dismissal, it shall become effective as promptly as necessary relief can be provided. If decision results in suspension of an employee who has been held out of service pending investigation, time held out of service will be applied toward the amount of discipline assessed. If employee is called back to service prior to completion of suspension period, any unserved portion of the suspension period shall be cancelled.

E. A transcript will be made of all statements, reports, and information made a matter of record at the investigation, and a copy of such transcript will be furnished on request to the employee or his representative.

F. An employee may waive his right to a formal investigation provided that such waiver specifies the discipline to be assessed and is confirmed in writing in the presence of his duly authorized representative and proper officer of the Carrier.

G. If it is found that an employee has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from the record. He shall be reinstated with his seniority rights

unimpaired with pay for time lost, but any earnings in other employment will be used to offset loss of earnings.

H. The provisions of Rule 53 shall be applicable to the filing of claims and to appeals in discipline cases.

I. The date for holding an investigation may be postponed if mutually agreed to by the Carrier and the employee or his duly authorized representative.

J. If an employee who has been discharged for cause is later reinstated, without having been found blameless, and his former position has been bid in by another employee on regular bulletin, the reinstated employee will displace the junior employee in his own seniority class, unless otherwise agreed between the General Chairman and the Carrier.

## **RULE 55. UNJUST TREATMENT**

An employee who considers himself unjustly treated in matters other than discipline, or in matters other than those arising out of the interpretation and application of the rules of this agreement shall have the same right of hearing and appeal as provided in Rule 54 if written request is made to his immediate superior within seven (7) calendar days after the date of the occurrence of the cause for complaint.

## **RULE 56. INSTRUCTION ON POSITIONS**

All employees shall be given any advice, instructions, literature and assistance needed relating to the work of the position or assignment, or the equipment to be installed, repaired, maintained, tested or inspected while qualifying for positions under this agreement. Employees qualifying for positions in Class 1 shall be given all instructions on keeping time records and books, Carrier forms, ICC forms, instrument reading and any other office or field work necessary to qualify for the position, which the employee had not had an opportunity to learn before being assigned to such position.

## **RULE 57. EMPLOYEES' COMMITTEE**

Employees serving on committee work will, on sufficient notice, be granted leave of absence and such free transportation as is consistent with the regulations of the Carrier and those of AMTRAK.

## **RULE 58. TOOLS, RUBBER GLOVES AND APRONS**

A. The Carrier will furnish the employees such general tools as are necessary to perform their work, except that employees will furnish pliers, screw drivers, rules, pocket knives. Employees will be held accountable for tools provided by the Carrier except for ordinary wear and tear.

B. Employees required to set up, install and maintain primary or storage batteries will be furnished rubber gloves and aprons upon request.

C. Employees engaged in handling high voltage shall be furnished all necessary high-tension equipment which shall be tested before using.

#### **RULE 59. FUEL, WATER AND ICE**

The Carrier will see to it that an adequate supply of fuel, water and ice or other refrigeration suitable for domestic uses is made available to employees living in mobile headquarters. An adequate supply of water will be made available to employees living in its buildings. Where water or ice must be transported and stored in receptacles, they shall be well adapted for the purpose.

#### **RULE 60. MOTOR CARS**

A. Motor cars will be provided with serviceable headlights, tail lights, cushions and with windshields suitable to the needs and protection of the employees. It will be the policy to equip motor cars with electric windshield wipers.

B. Adequate set-offs and runways shall be installed and maintained in good condition for use at all times at motor car houses and other places suitable to the needs and convenience of the employees, such as at signal locations, battery boxes, curves, cuts, tunnels, fills, etc.

#### **RULE 61. PERSONAL INJURIES**

A. Employees shall not be held from work on account of declining to sign a release pending a final settlement of personal injury claims.

B. Employees injured while at work will not be required to make accident reports before they are given medical care and attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.

#### **RULE 62. COMPASSIONATE LEAVE**

For the time necessary to attend funeral and handle matters related thereto, in the event of death of a spouse, child, parent, parent-in-law, grandparent, brother or sister of an employee who has been in service two (2) years or more, not exceeding three (3) consecutive work days will be allowed.

NOTE: This rule preserved over 7/27/78 National Agreement.

## **RULE 63. LODGING**

A. In the application of those rules providing for lodging when away from headquarters or away from camp cars, it is understood that the Carrier may arrange and pay the cost of lodging. When lodging is arranged by the Carrier, it shall be either in a motel, hotel or other comparable lodging facility suitable for that purpose, with appointments which may be reasonably expected in a community where such lodging is provided.

B. If lodging facilities which are considered unsuitable are consistently provided, the General Chairman may handle with the Carrier for correction.

## **RULE 64. COPIES OF AGREEMENT**

This schedule of working conditions shall be printed by the Carrier in a loose-leaf booklet and any employee affected thereby, shall be provided with a copy.

## **RULE 65. SERVICE LETTERS**

An employee whose application has been approved and who has been in service sixty (60) calendar days or more will, if requested when leaving the service of the Carrier, be furnished with a service letter stating capacity in which employed and length of service.

## **RULE 66. EFFECTIVE DATE AND CHANGES**

A. This Agreement shall be effective September 1, 1972, and shall remain in full force and effect until changed or modified as provided herein, or under the provisions of the Railway Labor Act, as amended.

B. This Agreement supersedes all previous and existing agreements, understandings and interpretations which are in conflict with this Agreement covering employees of the former Great Northern Railway Company; the former Northern Pacific Railway Company, the former Chicago, Burlington & Quincy Railroad Company, the former Spokane, Portland & Seattle Railway Company, the former Fort Worth and Denver Railway Company, the former Joint Texas Division, the former Colorado and Southern Railway Company, the former Saint Louis San Francisco Railway Company, the former Burlington Northern Railroad and the former Atchison, Topeka and Santa Fe Railway Company of the craft or class now represented by the Organization party to this Agreement.

Signed at Portland, Oregon this 24th day of August 1972.

For BROTHERHOOD OF RAILROAD SIGNALMEN

/s/ B. M. Swift, General Chairman

/s/ W. A. Class, Jr., General Chairman

/s/ Robert F. Richardson, General Chairman

/s/ W. W. Lauer, General Chairman

Approved:

/s/ J. T. Bass, Vice President-Brotherhood of  
Railroad Signalmen

For BURLINGTON NORTHERN INC.

/s/ T. C. DeButts, Vice President-  
Labor Relations

**NONOPERATING (SIGNALMEN) NATIONAL  
VACATION AGREEMENTS**

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of February 23, 1945, August 21, 1954, August 19, 1960, November 20, 1964, January 13, 1967, April 21, 1969 and November 16; 1971, July 27, 1978 and January 8, 1982, with appropriate source identification.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate vacation agreement shall govern.

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(c) Effective with calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive. Revised by National Agreements 7/27/78 and 1/8/82.

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive. Revised by National Agreements 7/27/78 and 1/8/82.

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five workweeks.

(g) Service rendered under agreements between a Carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing Carrier.

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing Carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing Carrier.

(j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.

(k) In instances where an employee who has become a member of the Armed Forces of United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such

following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same Carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same Carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

(From Article III – Vacations – Section 1 of Agreement of 11/16/71, 7/27/78, and 1/8/82)

This Article not applicable to employees covered by this Agreement.

3. An employee's vacation period will not be extended by reason of any of the eleven (11) recognized holidays (New Years' Eve Day, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, and Christmas) or any day which by agreement has been substituted or is observed in place of any of the eleven (11) holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

(From Article III – Vacations – Section 3 of Agreements 11/16/71, 1/29/75, 7/27/78, and 1/8/82)

4. (a) Vacations may be taken from January 1<sup>st</sup> to December 31<sup>st</sup> and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of the Organization and the representative of the Carrier will cooperate in assigning vacation dates.

(b) The management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of the Organization and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

(From Section 4 – (a) and 4 – (b) of 12/17/41 Agreement)

5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employees.

If the Carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation allowance hereinafter provided.

(From Section 5 of 12/17/41 Agreement)

Such an employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under qualified conditions.

(From Article I – Vacations – Section 4 of 8/21/54 Agreement)

6. The Carrier will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the Carrier shall not be required to provide such relief worker.

(From Section 6 of 12/17/41 Agreement)

Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

(a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment.

(b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this Agreement.

(c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this Agreement.

(d) An employee working on a piece work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.

(e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

(From Section 7 of the 12/17/41 Agreement)

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and

not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(From Article IV – Vacation – Section 2 of 8/19/60 Agreement)

Vacations shall not be accumulated or carried over from one vacation year to another.

(From Section 9 of 12/17/41 Agreement)

10. (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employee is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five (25%) percent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

(From Section 10 of 12/17/41 Agreement)

11. While the intention of this Agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

(From Section 11 of 12/17/41 Agreement)

12. (a) Except as otherwise provided in this Agreement, the Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with the existing regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this Agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute “vacancies” in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a

calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

(From Section 12 of 12/17/41 Agreement)

13. The parties hereto having in mind conditions which exist or may arise on individual Carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the Carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this Agreement, provided that such changes or understanding shall not be inconsistent with this Agreement.

(From Section 13 of 12/17/41 Agreement)

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement shall be referred for decision to a committee, the Carrier members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen (14) Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the Carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

(From Section 14 – 12/17/41 Agreement)

15. Except as otherwise provided herein this Agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1973 or in any subsequent year) by any Carrier or Organization party hereto, of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(From Article III – Vacations – Section 2 of Agreements of 11/16/71)

Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by this Agreement, the said Agreement and the interpretation thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942, and July 18, 1945, and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which define such words and phrases and referred to above as they appear in said agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

(From Article I – Vacations – Section 6 of 8/21/54 Agreement)

**DAY AT A TIME VACATION**

The following provision is for the purpose of providing machinery under which a week of vacation may be split into days and does not constitute an amendment to the Vacation Agreement:

Effective with vacations taken in calendar year 1979, any employee who is eligible for more than one (1) week of vacation may elect at the time vacations are scheduled to split one (1) week of his vacation on a one (1) day at a time basis. (Employees who are scheduled to take group vacations may split only vacation time which exceeds the length of the group vacation.) Sufficient time which would otherwise have been scheduled for regular vacation periods shall be set aside throughout the year at each facility to take care of the one day at a time vacations. To insure distribution of vacations consistent with the vacation schedule, at least one day of each participating employee's vacation must be taken each two months, unless otherwise agreed by the local management and local committee.

Such vacations must be lined up with the employee's supervisor one (1) week in advance and scheduled consistent with the requirements of service. (However, consideration will be given to approved absences for emergencies and other compelling circumstances.) Carrier shall have the right to defer such one-day vacations for emergencies and other compelling circumstances. Employees who take short vacations in accordance with this procedure will be paid for such days in accordance with Article 7 of the vacation agreement.

**NONOPERATING (SIGNALMEN) NATIONAL  
HOLIDAY PROVISIONS**

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954 and amendments thereto provided in National Agreements of August 19, 1960, November 20, 1964, April 21, 1969, November 16, 1971, January 29, 1975, June 16, 1976, and January 8, 1982, and the Agreement between BNRR and BRS dated September 23, 1994, with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretations or application of any provision, the terms of the appropriate agreement shall govern.

Section 1. Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve (the day before Christmas is observed)  
Christmas  
New Year's Eve (the day before New Year's Day is observed)

(a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service provided employment

was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

(d) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays. (*ART III--Holidays--Section 1, 4/21/69 Agreement*)

Section 2. (a) Monthly rates, the hourly rates of which are predicated upon 169  $\frac{1}{3}$  hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

(b) All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2(a) shall receive a corresponding adjustment. (*ART II--Holidays--Sections 2(a) and 2(b) of 8/21/54 Agreement*)

Effective January, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. (*ART. 11--Holidays--Section 2(d) of 11/16/71 Agreement*)

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1(d) of the Agreement of January 29, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment shall be made in weekly rates and hourly factors derived therefrom. (*Section 5, 6/16/76 Agreement*)

The hourly factor as shown in Section 2(a) above, was as a result of the addition of the birthday holiday increased, effective January 1, 1965, to 174 2/3; as a result of the addition of Veterans Day as a holiday, effective January 1, 1973, increased to 175 1/3; and as a result of the addition of Christmas Eve as a holiday, effective January 1, 1976, increased to 176.

Note. The day after Thanksgiving Day was added as a holiday in the 1/8/82 National Agreement. The following agreement between BRS and BNRR was signed September 23, 1994, concerning that holiday.

With respect to the day after Thanksgiving Day, it will be treated the same as other "holidays" and, therefore, an amount equal to forty (40) minutes at the pro-rata rate of pay will be added to the monthly rates of pay for all monthly rated employees effective with the month of October, 1994. Correspondingly, to avoid any misunderstandings, the Letter of Understanding dated January 8, 1982 between Mr. C. I. Hopkins, Jr. of the National Railway Labor Conference and Mr. R. T. Bates of the BRS is expressly superseded and is not applicable on the BN.

Section 3. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the Carrier is credited; or
- (ii) Such employee is available for service.

NOTE: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call pursuant to the rules of the applicable agreement, for service.

For the purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom he is relieving.

NOTE: Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day," as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day,"

as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the “workday” or the “day” after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

Section 4. Provisions in existing agreements with respect to holidays in excess of the eleven holidays referred to in Section I hereof shall continue to be applied without change. (*Section 3(b), 6/16/76 Agreement*) (*Article IV (a) - Holidays - 1/8/82 agreement*)

Section 5. (a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, to the Day after Thanksgiving, to Christmas Eve and to New Year’s Eve in the same manner as to other holidays listed or referred to therein.

(b) All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

(c) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a workday, a rest day, and/or a vacation day.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

(d) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

Section 6. Not applicable. November 16, 1971 National Agreement

Section 7. When any of the eleven (11) recognized holidays enumerated in Section 1(a) hereof, or any day which by agreement or by law or proclamation of the State or Nation has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee’s vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The “workdays” and “days” immediately preceding and following the vacation period shall be considered the “workdays” and “days” preceding and following the holiday for such qualification purposes.

**APPENDIX C**

**HOSPITAL, SURGICAL AND  
MEDICAL BENEFITS AND  
GROUP LIFE INSURANCE**

Refer to separate booklets issued by the Provider/Administrator of the benefits.

<b><u>Benefit</u></b>	<b><u>Provider/Administrator</u></b>	<b><u>Telephone Number</u></b>
Health Care	United HealthCare (GA-23000) CARE Hospital Association Coast Lines Hospital Association	800-842-5252 800-992-0241 626-967-3550
Dental	Aetna	800-277-3368
Life Insurance	Met Life	800-310-7770
Supplemental Sickness	Provident Life	800-542-4231
Vision	VSP	888-877-4782

**UNION SHOP AGREEMENT**

**IT IS AGREED:**

**Section 1**

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of this carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization: except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

**Section 2**

This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

**Section 3.**

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

#### **Section 4.**

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

#### **Section 5.**

(a) Each employee covered by the provisions of this agreement shall be considered by a carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request, therefor. Notice of the date set for hearing shall be

promptly given the employee in writing with copy to the organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be properly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision of such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization of the employee involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them

may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

## **Section 6**

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

## **Section 7**

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or

non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carriers predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

### **Section 8**

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

### **Section 9**

An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

### **Section 10**

(a) The Carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate; Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of

authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

### **Section 11**

In the application of this Union Shop Agreement, any employee in service on the effective date of this agreement who was not a member of the union representing his craft or class and will make affidavit he was a member of a bona fide or recognized religious group on the effective date of this agreement having scruples against joining a union, and any individual thereafter employed who will make affidavit he was a member of a bona fide or recognized religious group on the date first employed having scruples against joining a union, will, if he would otherwise be required to join a union under the Union Shop Agreement, be deemed to have met the requirements of the Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues and assessments to the organization representing his craft or class signatory hereto.

### **Section 12**

This agreement shall become effective on the same date as the rules of the collective agreement of which it is a part. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

**DUES DEDUCTION AGREEMENT**

**IT IS AGREED:**

**Section 1.**

A. Subject to the conditions hereinafter set forth, the Carrier will deduct the regular monthly dues payable to the Organization by members of the Organization, employed by the Carrier from wages earned while occupying positions subject to the rules of the basic agreement in effect between the parties hereto, upon the written and unrevoked authorization of a member, in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" and made a part hereof.

B. The authorization and revocation forms shall be reproduced and furnished to its members by the Organization, without cost to the Carrier. The signed authorization will thereafter be forwarded by the Organization to the designated Carrier official along with an initial certified deduction list which shall be submitted thirty calendar days in advance of the month in which the first dues deduction will be made under this agreement. It is understood further that the deductions shall be uniform for each month, and subject to change not oftener than once a year, all at the same time for all members of the organization, and then only after thirty calendar days' advance notice.

C. The initial listing must show the Roll Number, (to be secured from Employing Officer), Employees' names in alphabetical order, Social Security Number, Employee Number, Amount of Deduction, Lodge Number, Treasurer Name and Address (street, city, state and Zip Code Number).

D. Dues Deduction Authorization forms must be made in duplicate and one copy furnished to Employing Officer and one copy sent to the Auditor Disbursements. Wage assignment revocation forms are to be handled in the same manner and must be received by Auditor Disbursements on or before the last day of the month preceding the effective date of revocation.

E. Subsequent to the filing of the initial certified deduction list by the designated representatives of the Organization, one copy of the listing furnished by the Carrier under Section 2 hereof shall be returned by the 25th of the month showing:

1. Additional employees from whose wages the Carrier shall make deduction as herein provided (dues deduction authorization forms must be sent in thirty calendar days in advance of first month for which dues deduction will be made). Where there are no such additional employees the list shall so state.
2. The names of employees previously listed from whose wages no further deductions are to be made which shall be accompanied by a revocation of assignment form as per attachment "B".

**Section 2.**

Authorized deductions will be made in the second half payroll in each calendar month. The Carrier will promptly pay, by draft, to the order of the General Secretary and Treasurer of the Organization the total amount of such deductions, accompanied by a list showing the names of employees for whom deductions were made.

**Section 3.**

A. In the event earnings of a member are insufficient to permit the full amount of deduction, no deduction will be made.

B. The following payroll deductions shall have priority over deductions covered by this agreement:

- Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments;
- Hospitalization association dues;
- Amounts due the Carrier.

C. In case where no deduction is made from the wages of a member due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the member for any subsequent payroll period.

D. No deduction will be made from other than the regular payrolls.

**Section 4.**

Responsibility of the Carrier under this agreement shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this agreement, and the Carrier shall not be responsible, financially or otherwise, for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amounts deducted shall be handled between the member involved and the Organization.

**Section 5.**

The Organization shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement.

**Section 6.**

No part of this agreement or any other agreement between the Carrier and the Organization shall be used either directly or indirectly as a basis for any grievance or claim by or in behalf of any employee predicated upon any violation of, or misapplication or noncompliance with, any part of this agreement.

**Section 7.**

A. In the event an employee is appointed to a position not covered by the Signalmen's Agreement deduction of dues for such employee will terminate.

B. When an employee is absent for more than one year account of lack of work, leave of absence or because of his occupying a position not subject to the Signalmen's Agreement the Organization will provide Carrier with a new authorization upon return of such employee to a position subject to the Agreement.

**Section 8.**

A. The authorization for dues check-off may be revoked by any member by written notice to the Carrier, with copy to the Organization, any time after one year from the date of the authorization or immediately after any change in this memorandum of agreement, or upon termination of the employee's seniority rights, whichever occurs sooner. The Organization will include notice of such revocation on the uniform certified revocation list specified in Section 1 E (2) hereof.

B. If any group of employees currently represented by the Organization for collective bargaining purposes exercise their right under the Railway Labor Act to choose a new bargaining representative, as to those employees this Agreement is automatically terminated, and, upon notification of the change, the Carrier will make no further deductions for such employees.

**Section 9.**

The Carrier reserves the right to change the payroll period in which said deductions will be made, and the tenor, form, detail and number of copies required of the deduction lists, by giving to the Organization thirty calendar days advance notice thereof.

**WAGE ASSIGNMENT AUTHORIZATION**  
**Brotherhood of Railroad Signalmen**

TO BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

I hereby assign to the Brotherhood of Railroad Signalmen that part of my wages necessary to pay my monthly union dues and insurance premiums (not including fines and penalties) as reported to the Burlington Northern and Santa Fe Railway Company by the \_\_\_\_\_ (officer) \_\_\_\_\_ of Brotherhood of Railroad Signalmen Lodge No. \_\_\_\_\_, in monthly statements certified by him as provided for in the Dues Deduction Agreement entered into between the Burlington Northern and Santa Fe Railway Company and its employees represented by the Brotherhood of Railroad Signalmen effective \_\_\_\_\_, and I hereby authorize the Burlington Northern Santa Fe Railway Company to deduct from my wages all such sums and remit them to the \_\_\_\_\_ (officer) \_\_\_\_\_ of my local lodge of the Brotherhood of Railroad Signalmen in accordance with the said Dues Deduction Agreement. This authorization may be revoked in writing by the undersigned at any time after the expiration of one year from the date of its execution, or upon termination of the said Dues Deduction Agreement, or upon the termination of the Rules and Working Conditions Agreement between the Burlington Northern and Santa Fe Railway Company. and the Brotherhood of Railroad Signalmen, whichever occurs sooner.

Employee No. \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
\*Roll No. \_\_\_\_\_  
Occupation \_\_\_\_\_

(Please Print) NAME  
\_\_\_\_\_  
(Last) (First) (Middle Initial)  
\_\_\_\_\_  
Street City State Zip Code  
\_\_\_\_\_  
Lodge No. Location

\*To be filled in by  
employing officer

Date \_\_\_\_\_  
\_\_\_\_\_  
Signature

**WAGE ASSIGNMENT REVOCATION**  
**Brotherhood of Railroad Signalmen**

TO BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

Effective \_\_\_\_\_(Date)\_\_\_\_\_, I hereby revoke the wage assignment authorization now in effect assigning to the Brotherhood of Railroad Signalmen that part of my wages necessary to pay my monthly dues and insurance premiums now being withheld pursuant to the Dues Deduction Agreement effective \_\_\_\_\_(Date)\_\_\_\_\_ between Burlington Northern and Santa Fe Railway Company and its employees represented by the Brotherhood of Railroad Signalmen and I hereby cancel the authorization now in effect authorizing the Burlington Northern and Santa Fe Railway Company to deduct such monthly union dues and insurance premiums from my wages.

Employee Number \_\_\_\_\_

(Please print NAME

Social Security No. \_\_\_\_\_

\_\_\_\_\_  
(Last) (First) (Middle Initial)

\* Roll No. \_\_\_\_\_

\_\_\_\_\_  
Street City State Zip Code

Occupation \_\_\_\_\_

\_\_\_\_\_  
Lodge No. Location

\*To be filled in by  
employing officer.

Date \_\_\_\_\_

Signature \_\_\_\_\_

**ADDENDUM TO DUES DEDUCTION AGREEMENT**  
**between**  
**Burlington Northern Inc.**  
**and**  
**Brotherhood of Railroad Signalmen**

In accordance with the provisions of the Voluntary Payroll Deduction of Political Contributions Agreement officially dated January 18, 1980, between carriers represented by the National Railway Labor Conference and the employees of said carriers represented by the Brotherhood of Railroad Signalmen, the parties hereby amend the Dues Deduction Agreement of September 1, 1972, as amended, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases:

1. (a) Subject to the terms and conditions hereinafter set forth, the carrier will deduct from the wages of employees voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "Attachment A" and made a part hereof.

(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days advance written notice from the employee to the Brotherhood and the carrier by Registered Mail. Changes in the amount to be deducted will be limited to one change in each 12-month period and any change will coincide with a date on which due deduction amounts may be changed under the dues deduction agreement.

2. The General Chairman or his designated representative shall furnish the carrier, with copy to appropriate units of the Brotherhood, an initial statement by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck.

4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the Treasurer, Signalmen's Political League, together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of membership dues, with a copy to the General Chairman.

5. The requirements of this agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

Signed at St. Paul, Minnesota, this 21st day of March 1980.

(Signatures not reproduced)

**STANDARD BULLETIN**  
**(Advertising new positions or vacancies)**

Place \_\_\_\_\_  
Date \_\_\_\_\_  
Bulletin No. \_\_\_\_\_

ALL CONCERNED:

Applications will be received until 12:00 midnight

Date \_\_\_\_\_  
for the following position:

Title of position: \_\_\_\_\_  
Headquarters: \_\_\_\_\_  
Rate of Pay: \_\_\_\_\_  
Hours of Service: \_\_\_\_\_  
Rest Days: \_\_\_\_\_  
Assigned territory: \_\_\_\_\_  
Permanent or temporary: \_\_\_\_\_

cc: General Chairman Signed \_\_\_\_\_  
Local Chairman Title \_\_\_\_\_  
Address \_\_\_\_\_

**APPLICATION**

To: \_\_\_\_\_ Date \_\_\_\_\_

I bid on vacancy for position of \_\_\_\_\_  
per Bulletin No. \_\_\_\_\_ Dated \_\_\_\_\_ which closes on \_\_\_\_\_.

Preference Number \_\_\_\_\_

cc: General Chairman Signed \_\_\_\_\_  
Local Chairman Title \_\_\_\_\_  
Address \_\_\_\_\_

ASSIGNMENT BULLETIN

Place \_\_\_\_\_  
Date \_\_\_\_\_  
Bulletin No. \_\_\_\_\_

ALL CONCERNED:

The position of \_\_\_\_\_  
advertised by Bulletin No. \_\_\_\_\_ dated \_\_\_\_\_  
is awarded to \_\_\_\_\_.

cc: General Chairman  
Local Chairman

Signed \_\_\_\_\_  
Title \_\_\_\_\_

**Off-Track Vehicle Accidents  
(4-5-96)  
ARTICLE IV-APRIL 21, 1969 AGREEMENT\***

**PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES**

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

**(a) Covered Conditions:**

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are (1) deadheading under orders or (2) being transported at carrier expense.

**(b) Payments to be Made:**

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in sub-paragraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

**(1) Accidental Death or Dismemberment**

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of One Hand and Sight of One Eye	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot or Sight of One Eye	\$ 75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

**(2) Medical and Hospital Care**

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

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\*See Section 5(c) of the July 14, 1976 agreement (supplemental sickness benefit)

**(3) Time Loss**

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

**(4) Aggregate Limit**

The aggregate amount of payments to be made here under is limited to \$1,500,000 for any one accident and the carrier shall not be liable for any amount in excess of \$ 1,500,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments. This Article will become effective 90 days after the date of this Agreement. *(This paragraph--(b)--amended by Article VII of the July 27, 1978 Agreement)*

(increased from \$1,000,000 to \$1,500,000 - see 8-4-81 letter NRLC to President Bates)

**(c) Payment in Case of Accidental Death:**

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

**(d) Exclusions:**

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

**(e) Offset:**

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

**(f) Subrogation:**

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of April 21, 1969, (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

**Savings Clause**

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accidents benefits of the type provided in this Article IV in lieu of this Article IV.

**National Railway Labor Conference**

July 27, 1978

Mr. R. Thomas Bates  
President  
Brotherhood of Railroad Signalmen

Dear Mr. Bates:

This refers to our discussion about application of the April 21, 1969 National Agreement dealing with off-track vehicle accident coverage under specified circumstances.

It is understood that subject to the terms and conditions of that National Agreement this coverage applies to a signal employee when he is operating a company owned or leased vehicle unless that usage is contrary to authorization. An employee also is covered for use of his personal automobile, **while under pay**, in directly reporting for or directly returning from trouble calls after release from his normal tour of duty.

Will you please indicate your concurrence by affixing your signature in the space provided below.

Yours very truly,  
/s/ C. I. Hopkins, Jr.  
Chairman

I concur:  
/s/ R. T. Bates  
President,  
Brotherhood of Railroad Signalmen

## MEMORANDUM OF UNDERSTANDING

In connection with the provisions of the several national agreements to which the organizations signatory hereto are party, relating to payments to employees injured in off-track vehicle accidents under certain circumstances:

It is agreed that existing time-limit-on-claims rules in national agreements or in local schedule agreements do not apply to claims filed under such off-track vehicle accident provisions. Accordingly, the rights of neither the employees nor the railroads will be prejudiced by a failure to comply with a provision of such rules.

Railroads parties to such off-track vehicle accident provisions will each designate an officer with whom any claims arising under such provisions are to be handled, and will notify General Chairmen of the officer designated.

SIGNED AT WASHINGTON, D.C. THIS 18th DAY OF MAY 1972

For the Railroads

William H. Dempsey  
Chairman, National Railway Labor Conference

For the Employees

President  
Brotherhood of Railroad Signalmen  
April 21, 1969 Agreement- Article IV  
/s/ C. J. Chamberlain

*(End note: other organizations' signatures not shown)*

NATIONAL RAILWAY LABOR CONFERENCE  
1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

ROBERT BROWN  
Vice Chairman

D. P. Lee  
General Counsel

R. T. KELLY  
Director of Labor Relations

August 4, 1981

Mr. R. Thomas Bates  
President  
Brotherhood of Railroad Signalmen  
601 West Golf Road  
Mount Prospect, Illinois 60056

Dear Mr. Bates:

This refers to our discussions with respect to the existing \$1 million aggregate maximum under the off-track vehicle program. The aggregate maximum is increased by 50% to \$1.5 million. Such increase is for the purpose of restoring the same relationship and application between the individual maximum and aggregate as existed before we increased the individual maximum in the 1978 National Agreement. Unfortunately, increasing the aggregate maximum was overlooked at that time.

Very truly yours,  
C. I. Hopkins, Jr.

**401 (K) PLAN**

**Letter of Agreement  
Between  
Burlington Northern Railroad Company  
and  
Its Employees Represented by Brotherhood of Railroad Signalmen**

Whereas, Section 401(k) of the Internal Revenue Code provides a tax advantaged vehicle for retirement savings, and,

Whereas, the Burlington Northern Railroad (Carrier) has adopted a 401(k) plan and desires to make it available to its employees who are not presently covered by such a plan.

Now, therefore, the Parties hereto agreed as follows:

The Carrier will provide the Burlington Northern Retirement Savings Plan (Plan) to its eligible employees represented by the Organization signatory to this Agreement, subject to the following provisions:

1. The Plan will be effective January 1, 1994. Eligible employees may make contributions as provided in the Plan from their paychecks issued on or after that date.
2. An eligible employee is an active employee who has completed one year of service as defined in the Plan.
3. Participation in the Plan by any eligible employee shall be voluntary.
4. Eligible employees may contribute to the Plan only by payroll deduction.
5. There will be no contributions to the Plan by the Carrier, however, the Carrier will pay the start-up costs and ongoing administrative expenses of the Plan, including the administrative fees of the Plan's Trustee.
6. The Carrier will take such actions as may be prudent or necessary to maintain the tax qualified status of the Plan and of the individual accounts in the Plan.

Signed this 31st day of August 1993.

(Signatures not reproduced)

**JURY DUTY\***

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) That number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
- (4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (5) When an employee is excused from railroad service on account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

\*This to become effective January 1, 1973.

**APPENDIX L**

**Rates of Pay**

	Basic Rate 7-1-00	Rate W/COLA 1-1-01
Signal Electronic Technician	\$4,201.14	\$4,258.65
Pro Rata Rate	19.72	19.99
Signal Inspector	\$4,151.45	\$4,208.96
Pro Rata Rate	19.49	19.76
ATSF Signal Inspector	\$4,073.24	\$4,130.76
Pro Rata Rate	19.12	19.39
Maintenance Foreman (FCC)	\$4,113.10	\$4,170.61
Pro Rata Rate	19.31	19.58
Signal Shop Foreman	\$4,036.72	\$4,094.23
Pro Rata Rate	18.95	19.22
Signal Construction Foreman	\$4,013.91	\$4,071.42
Pro Rata Rate	18.84	19.11
General CTC Maintainer, General Signal Maintainer (FCC)	\$3,989.84	\$4,047.35
Pro Rata Rate	18.73	19.00
Hourly rate (Prior Right NP & CBQ)	19.06	19.33
Leading Signal Maintainer	\$3,984.84	\$4,042.35
Pro Rata Rate	18.71	18.98
Hourly rate (Prior Right NP & CBQ)	18.68	18.95
Signal Maintainer	\$3,949.33	\$4,006.84
Pro Rata Rate	18.54	18.81
Hourly rate (Prior Right NP & CBQ)	18.65	18.92
Hourly rate (Former ATSF)	18.81	19.08
Leading Construction Crew Signalman	\$18.68	\$18.95
Shop Signalman	\$18.82	\$19.09*
Signalman	\$18.56	\$18.83
Asst. Signalman or Asst. Signal Maintainer		
1st Period (130 8 hour days) – 1st Step	\$16.43	\$16.70
2nd Period (130 8 hour days) – 2nd Step	\$16.67	\$16.94
3rd Period (130 8 hour days) – 3rd Step	\$16.88	\$17.15
4th Period (130 8 hour days) – 4th Step	\$16.96	\$17.23

Monthly and Pro Rata Rates are based on 213 hours per month. (Per national agreement - Pro Rata Rate can not be below Signalman's rate)

\* Per Agreement dated 8/17/99

**SKILL ALLOWANCE  
1996 National Agreement**

Effective January 1, 2000, skill differentials originating pursuant to the terms of Article V of the June 4, 1991 National Agreement, shall be adjusted to provide for payment of a skill allowance of \$.85 per hour for all hours worked for all employees assigned to a position of Signalman/Mechanic and above.

Effective January 1, 2000, employees who have or subsequently attain three (3) years' experience in positions of Signalman/Mechanic shall be paid the skill allowance for all hours worked. Employees assigned to positions other than construction signalman shall be paid the aforementioned skill allowance for all hours worked, regardless of length of service.

**SKILL ALLOWANCE  
July 1, 2000 Agreement between BRS and BNSF**

Signalmen who are not eligible for the skill pay of 85 cents per hour worked under the 1996 National Agreement will be paid skill pay of 50 cents per hour worked. The employees who are now receiving 65 cents per hour will have that rate preserved until advanced to the 85 cents per hour rate.

**SENIORITY RETENTION**  
**September 23, 1986 National Agreement**

Section 1. Any employee who was promoted to an official, supervisory, or excepted position from the craft or class represented by the Brotherhood of Railroad Signalmen on or before September 23, 1986, may elect to accumulate seniority within the craft or class represented by the Brotherhood of Railroad Signalmen. Such an employee who elects to accumulate seniority shall have ninety (90) days from the effective date of this Agreement to pay a fee no greater than the current quarter's membership dues to the applicable local lodge. Thereafter he shall accumulate seniority so long as he pays a fee no greater than the current membership dues of his local lodge. In the event such an employee does not pay the required fees, the duly authorized representative of the Brotherhood of Railroad Signalmen shall so notify the designated carrier officer with a copy to the employee involved. An opportunity for a hearing and reinstatement similar to that provided a current employee represented by the Brotherhood of Railroad Signalmen shall be provided. If such promoted employee is not reinstated, he shall retain but cease to accumulate seniority in the craft or class represented by the Brotherhood of Railroad Signalmen.

Section 2. Any employee who is promoted to an official, supervisory, or excepted position from the craft or class represented by the Brotherhood of Railroad Signalmen subsequent to September 23, 1986, may elect to retain and accumulate seniority within the craft or class represented by the Brotherhood of Railroad Signalmen so long as he pays a fee no greater than the current membership dues to the applicable local lodge. In the event such an employee fails to pay such fee, the duly authorized representative of the Brotherhood of Railroad Signalmen shall so notify the designated carrier officer with a copy to the employee involved. An opportunity for a hearing and reinstatement similar to that provided a current employee represented by the Brotherhood of Railroad Signalmen shall be provided. If such promoted employee is not reinstated, his seniority in the craft or class represented by the Brotherhood of Railroad Signalmen shall be terminated and his name shall be removed from the appropriate seniority roster.

**PERSONAL LEAVE**  
**January 6, 1982 National Agreement**

ARTICLE X

Section 1

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982, shall be entitled to one day of personal leave in subsequent calendar years.

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982, shall be entitled to two days of personal leave in subsequent calendar years.

Section 2

(a) Personal leave days provided in Section 1 may be taken upon 48 hours advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

(b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

(c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

Section 3

This Article shall become effective thirty (30) days after the date of this Agreement except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date.

December 30, 1981

Mr. R. T. Bates  
President  
Brotherhood of Railroad Signalmen  
601 West Golf Road  
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

This has reference to your letter dated December 23, 1981, concerning a question which has arisen regarding the provisions of Article X – Personal Leave of the tentative national agreement in relation to holiday qualifications—the specific question being whether a personal leave day taken either immediately preceding or following a holiday disqualifies an employee for holiday pay.

I believe that in a situation of this nature a reasonable and fair application would be to consider the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day as the qualifying day for holiday purposes.

This application is consistent with the agreed-upon questions and answers relative to application of the Bereavement Leave rule contained in the agreements entered into in the last round of negotiations, i.e., Question and Answer #4 reading as follows:

“Q4: Will a day on which a basic day’s pay is allowed account bereavement leave serve as a qualifying day ‘for holiday pay purposes?’

A4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee’s bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.”

Very truly yours,

C. I. Hopkins, Jr.

January 8, 1982

Mr. R. T. Bates  
President  
Brotherhood of Railroad Signalmen  
601 West Golf Road  
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Article X – Personal Leave of the January 8, 1982 National Agreement.

Example No. 1

Employee “A” was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

This employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 2

Employee “B” also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employee would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 3

Employee “C” was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. He also rendered compensated service on the required number of days in the years 1974 through 1980, but not during the year 1981.

This employee, despite the fact that he did not render compensated service on the required number of days in the year 1981, would be entitled to one day of persona leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Please indicate your concurrence by affixing your signature in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I concur:

/s/ R. T. Bates

September 23, 1986

Mr. R. T. Bates  
President  
Brotherhood of Railroad Signalmen  
601 West Golf Road  
Mt. Prospect, Illinois 60056

Dear Mr. Bates:

During the negotiations of the Agreement of this date we discussed situations where personal leave days are taken either immediately preceding or following a holiday.

This reconfirms our understanding that the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

Please indicate your Agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

R. T. Bates

**DEPENDENT DAY CARE PLAN**

**Letter of Agreement  
Between  
Burlington Northern Railroad Company  
and  
Its Employees Represented by Brotherhood of Railroad Signalmen**

Whereas, the Internal Revenue code provides a tax advantaged vehicle which employees may use to pay for dependent care expenses, and,

Whereas, the Burlington Northern Railroad (Carrier) has adopted the Dependent Day Care Plan, to be funded solely by employees' voluntary payroll deduction and to be used by employees making such payroll deductions for the purpose of paying for allowable dependent day care expenses, and desires to make this plan available to its employees on a voluntary basis,

Now, therefore, the parties hereto agree as follows:

The Carrier will provide the Burlington Northern Railroad Dependent Day Care Spending Account Plan (Plan) to its eligible employees represented by the Organization signatory to this Agreement, subject to the following provisions:

1. The Plan will be effective January 1, 1995. Eligible employees may make contributions as provided in the Plan from their paychecks issued on or after that date.
2. An eligible employee is one who has completed at least 60 calendar days of service.
3. Participation in the Plan by any eligible employee shall be voluntary.
4. Eligible employees may contribute to the plan only by payroll deduction.
5. There will be no contributions to the Plan by the Carrier, however, the Carrier will pay the start-up costs and ongoing administrative expenses of the Plan, including the administrative fees of the Plan's administrator.
6. The Carrier will take such actions as may be prudent or necessary to maintain the tax qualified status of the Plan and of the individual accounts in the Plan.

Signed this 11th day of November 1994.

(Signatures not reproduced.)

**PROTECTED EMPLOYEES  
1996 National Agreement**

(a) Article I, Section 1 of the February 7, 1965 Agreement shall be amended on the effective day of this Agreement to read as follows:

Section 1. All employees, other than seasonal employees, who are in active service and who have or attain ten (10) or more years' of employment relationship will be retained in service subject to compensation as herein provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. For the purpose of this Agreement, the term "active service" is defined to include all employees working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not the date on which such ten or more years of employment relationship is acquired was a work day). An employee who is not regularly assigned on the date the employee is otherwise eligible to achieve protected status under this Section will be deemed to be protected on the first day assigned to a regular position in accordance with existing rules of the BRS Agreement."

(b) Article I, Section 2, of the February 7, 1965 Agreement shall be amended to read as follows:

Section 2. Seasonal employees, who had compensated service during each of the three calendar years immediately preceding the year in which they have or attain ten (10) or more years' of employment relationship who otherwise meet the definition of "protected" employees under Section 1, will be offered employment in future years at least equivalent to what they performed in the year in which they become protected, unless or until retired, discharged for cause, or otherwise removed by natural attrition.

Section 3.

(a) Article IV, Section 1, of the February 7, 1965 Agreement shall be amended to read as follows:

Section 1. Subject to the provisions of Section 3 of this Article IV, protected employees who hold regularly assigned positions shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position as of the date they become protected; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent wage increases.

(From Article IX of the National Agreement dated August 8, 1996.)

**JUNIOR CIRCUIT DESIGNERS**

**Agreement  
Between  
Burlington Northern Santa Fe  
and  
Brotherhood of Railroad Signalmen**

Memorandum of Agreement entered into at Kansas City, Kansas, August 16, 1999, between the Brotherhood of Railroad Signalmen and the Burlington Northern Santa Fe Railway Company establishing a new position of Signal Maintainer (Jr. Circuit Designers) to be assigned to individual seniority districts.

It is agreed that:

Section 1. It is the Carrier's intent to establish Signal Maintainer (Jr. Circuit Designer) positions in our engineering office to perform certain duties involved in procuring, designing, and maintaining circuit plans, ordering material, and keeping track of signal projects. This work is neither covered nor reserved to the Signaller, under the Scope of the Agreement between the BNSF and BRS, but in view of the particular circumstances, the Carrier will use employees from the Signaller's craft to perform a portion of such work in these instances.

Section 2. The positions will be advertised system wide in accordance with applicable scheduled rules except a notation will appear in the bulletin, setting forth a description of the particular duties and qualifications involved. The positions will be awarded based on ability (to be determined by the Management, by a practical test if deemed necessary, or if requested by the employee) and seniority. Ability being sufficient, seniority shall govern.

Section 3. Nothing herein is intended or is to be construed as establishing a guarantee of the permanency of any position.

Section 4. The new position of Signal Maintainer (Jr. Circuit Designer) will be governed by the same rules and provisions as current Signal Maintainers, and any additional provisions of this Agreement.

Section 5. Monthly rate of pay will be established as equivalent to the Signal Maintainer—Interlocking rate, which is \$3,700.53 per month. Skill adjustment pay will apply for all hours worked.

Section 6. Actual necessary expenses when working away from the headquarters will be allowed.

Section 7. The headquarters of the positions will be established as advertised on the bulletins.

Dated at Kansas City this 16th day of July 1999.

(Signatures not reproduced)

**SIGNAL TRAINERS**

**Agreement  
Between  
Burlington Northern Santa Fe  
and  
Brotherhood of Railroad Signalmen**

Memorandum of Agreement entered into between the Brotherhood of Railroad Signalmen and the Burlington Northern and Santa Fe Railway Company establishing a new position of Signal Trainer.

It is agreed that:

Section 1. It is the Carrier's intent to establish eleven Signal Trainer positions. These positions will be advertised to all BNSF employees covered by a BRS Agreement. Right of selection will reside with the Carrier and the Carrier may remove an employee from a training position and the decision of the Carrier will be final. Signal Trainers will retain and continue to accumulate their home district seniority, and they will not accumulate seniority on any other district they work on. They will be required to continue to pay dues to the Local that they hold seniority in.

Section 2. The positions of Signal Trainers will be established at the Signal Inspector rate of pay (or at the employee's existing rate of pay, if higher) subject to any wage increases and skill pay for each hour worked.

Section 3. Nothing herein is intended or is to be construed as establishing a guarantee of the permanency of any position.

Section 4. Signal Trainers will be restricted to performing only signal training. They may not perform any covered work as defined by the scheduled agreements. They may perform training anywhere on the BNSF system.

Section 5. Employees selected to fill these positions of Signal Trainers will not be required to move. Their home will serve as their headquarters, and they will be allowed actual necessary expenses, while away from their headquarters. They will be allowed travel time at their pro rata rate including time spent traveling outside of their normal work hours.

Section 6. Except as otherwise provided by this agreement, Signal Trainers will be covered by their respective Agreement Rules.

Section 7. It is agreed that assignment of agreement covered employees to the Signal Trainer positions will not bring this work under the scope of any BRS Agreement. Either party may terminate this Agreement upon 60 days written notice to the other party.

Dated this 30th day of November 1999.

(Signatures not reproduced)"

**UNION FULL TIME OFFICER LEAVE OF ABSENCE, VACATION  
QUALIFYING AGREEMENT**

November 3, 1997

Mr. W. D. Pickett  
President  
Brotherhood of Railroad Signalmen  
601 West Golf Road, Box U  
Mt. Prospect, IL 60056

Dear Mr. Pickett:

This refers to our discussions in connection with our National Agreement dated August 8, 1996 (Agreement) and will confirm our understanding regarding handling of annual vacation qualification for full time officers of your organization who return to active service with the employment Carrier.

Effective January 1, 1998, a full time officer of the Brotherhood of Railroad Signalmen who returns to active service with an employing Carrier covered by the Agreement shall receive credit, for the purpose of the continuous service qualification requirements for an annual vacation under applicable vacation rules, for all service time as a full time BRS official while on leave from the employing Carrier.

If this conforms with your understanding of our agreement, please acknowledge by signing your name in the space provided below.

Very truly yours,  
/s/ Robert F. Allen

I agree:  
/s/ W. D. Pickett

**SIGNAL SHOPS AGREEMENTS**

October 30, 1986

Mr. W. A. Class, Jr.  
General Chairman  
Brotherhood of Railroad Signalmen  
1783 East Arlington Avenue  
St. Paul, Minnesota 55199

Dear Mr. Class:

This is in reference to our discussions on October 30, 1986, concerning the closing of the Denver, Galesburg and Laurel Shops.

Per these discussions, you were advised that eight (8) Signalmen positions would be established at the Springfield Shop. The following understandings were also reached concerning the transfer of employees:

1. Employees holding positions in the Denver, Galesburg or Laurel Shops, bidding on the eight newly established positions shall have first preference and shall be assigned in seniority date order.
2. Successful qualified bidders from Laurel, Denver or Galesburg Shops, who transfer to the Springfield Signal Shop will retain seniority on their present Seniority District and will not establish a seniority date on the Springfield Seniority District. All employees in the Springfield Signal Shop will be assigned on the basis of their Class 4 seniority date on their home seniority district and in the event of force reductions, positions of employees working in the Springfield Signal Shop will be abolished, in reverse seniority order, on the basis of their Class 4 seniority on their home seniority district.

All Class 4 employees currently working in the Springfield Signal Shop and those to be assigned will recognize their employment date on their home seniority district for the purpose of vacation and personal leave preferences.

3. If a Signalman from the Laurel, Denver or Galesburg Seniority Districts transfers in the initial move to the Springfield positions under this arrangement and subsequently bids on a job on his home seniority district, he will forfeit any rights he may have acquired at the Springfield Signal Shop.

4. Employees from the Laurel, Denver or Galesburg Seniority Districts, who successfully bid and transfer to the Springfield Signal Shop will not be subject to displacement by any Springfield Seniority District Signalman, except those who are working in the Springfield Shop at the time of the transfer.

5. Inasmuch as this is recognized as an organization change transaction, it is understood that only the benefits provided under Rule 32 of the Schedule Agreement are applicable to Signal employees moving to Springfield, under Section (1) and (8) of this agreement, as a result of the closure of the Laurel, Denver and Galesburg Shops.

In the event an employee holding seniority on the Denver, Billings or Chicago Seniority Districts can no longer hold a position in the Springfield Shop, he will be entitled to Rule 32 benefits, if a position is available to the employee on his home seniority district. Employees returning to their home seniority district voluntarily, when shop positions are available, will not be entitled to Rule 32 benefits.

Protected signalmen, as defined as a "present employee," under Section 1(b)(2) of the Merger Protection Agreement dated January 18, 1968, electing to relocate to the Springfield Shop will be entitled to the benefits provided in Appendix E, Subparagraph (2).

6. In the event an insufficient number of the incumbents at Laurel, Denver and Galesburg transfer to the positions at Springfield, second preference will be given to qualified Signalmen on the Springfield Seniority District.

7. In the event that there is still an insufficient number of bids, the Springfield positions will be posted systemwide and awarded to the senior qualified signalmen, including furloughed employees with Class 4 seniority.

8. If there are still insufficient bids for the eight positions at Springfield, the Carrier shall have the right to force assign the junior qualified unassigned signalmen holding Class 4 seniority on the Denver, Billings or Chicago Seniority Districts.

9. It is understood the provisions of Rule 41F do not apply in this instance and the successful applicants will be advised not less than fifteen (15) days prior to the date of their required transfer.

10. Finally, it is understood that the entire Section 3 of the December 2, 1983 Letter of Agreement remains in full force and effect at Seattle, Springfield and Minneapolis-Bridal Veil.

Sincerely,

(Signatures not reproduced)

August 17, 1999

Mr. M. J. Ciurej  
General Chairman, BRS  
5034 SW Mallard Point  
Lee's Summit, MO 64082

Mr. R. D. Frank  
General Chairman, BRS  
411 Second Street  
Pepin, WI 54759-0348

Gentlemen:

This will confirm certain special agreements reached during our discussions on the implementing agreement for the consolidation of the signal shops. Like the Implementing Agreement reached, these agreements are without prejudice to the positions of the parties hereto and shall not be referred to by any party in any forum or proceeding for any purpose.

1. Employees from the Topeka Signal Shop who transfer to Springfield will elect within 30 days of their first day of service at Springfield whether to remain under CARE for their medical coverage or to transfer to the National Health and Welfare Plan coverage under United Healthcare. Thereafter an employee covered under CARE may elect to transfer to United Healthcare, but all such elections will be permanent. Employees will not be permitted to transfer from United Healthcare to CARE.
2. One employee at Topeka, residing in a house trailer, may elect to be covered as a renter for the purpose of applying the \$10,000 option under the implementing agreement.
3. A procedure will be established to allow Topeka employees who have elected not to transfer to Springfield to optimize their options for the exercise of their district seniority under the ATSF Agreement. The local chairman or the general chairman of the Organization will participate in this process.
4. A foreman position at Springfield will be offered to the foreman at the Topeka Shop. If the foreman declines that position it will be bulletined to the BN signal shop employees.

If this letter accurately reflects our understandings please sign below.

Sincerely,

/s/ Daniel J. Kozak  
Assistant Vice President Labor Relations

Agreed:

(Signatures not reproduced)

**Agreement**  
**Between**  
**The Burlington Northern and Santa Fe Railway Company**  
**and**  
**The Brotherhood of Railroad Signalmen**

It is Agreed that the following procedures will be followed in this specific instance to implement the transfer of work and employees from the signal shop at Topeka, Kansas, to the signal shop at Springfield, Missouri, as described in the Carrier's notice dated June 23, 1999, attached hereto. This arrangement will be accomplished in accordance with the bulletins provided for herein, unless otherwise agreed, and includes benefits that are being afforded in this specific instance on a non-referable basis:

1. Approximately 60 days prior to the Carrier projected closing date for the Topeka Signal Shop, bulletins will be posted at the Topeka Signal Shop offering the available positions which the Carrier will establish at the Springfield Signal Shop. The bulletins will be open for a minimum of ten calendar days. The positions on the bulletins will be available only to active employees at the Topeka Signal Shop. Bids must be submitted showing order of preference and will be awarded in seniority order.
2. Only employees in active service at the Topeka Signal Shop may bid on the positions available on the bulletins or exercise their seniority to any position remaining available to them under their current Collective Bargaining Agreement.
3. All employees who transfer from the Topeka Signal Shop to the Springfield Signal Shop under this Agreement will have their seniority dates dovetailed on the BN Springfield seniority district. (A list of employees with their dates to be dovetailed will be attached to this agreement as Attachment A.) Further, service rights, including accrued vacation benefits and the like, will be transferred intact with the employee to the new location. The BN collective bargaining agreement, as amended by Attachment B, will apply at Springfield.
4. Employees who transfer from Topeka to Springfield under this Agreement will retain and accrue seniority on their ATSF seniority district seniority roster for a period of six years. During that six-year period they may exercise that seniority in the event that they are no longer able to hold a position at the Springfield Signal Shop. After the six-year period their names will be removed from the ATSF seniority roster if ATSF seniority has not been exercised. If they exercise ATSF seniority during the six-year period they will be removed from the BN seniority roster(s). They may also voluntarily exercise their ATSF seniority to a vacancy or a new position within the six-year period.
5. At least five (5) days before the date the Topeka Signal Shop is scheduled to close, the Carrier will post a five (5) working day notice abolishing all designated positions at the Topeka Signal Shop. Employees will be required to report to their duly awarded positions within ten days unless otherwise agreed to between the Carrier and the General Chairman.
6. In the event an employee is "deprived of employment" or "placed in a worse position with respect to compensation and rules governing working conditions" by this transaction, such employee will be entitled to the protective benefits of the New York Dock Conditions, as may be applicable.

7. The moving and real estate benefits, as set forth below, will be applicable to the eligible employees relocating to the Springfield area or to a position on their home seniority district. Eligibility for the moving and real estate benefits and lump sums includes the requirement that an employee must make a bona fide relocation and change his principal place of resident to the new location.

(a) With respect to the moving of household goods, mileage allowances, and any other expenses in connection with moving expenses set forth in the New York Dock Conditions, an employee relocating to Springfield, may elect to accept a lump sum payment of \$4,000 in lieu of the benefits and reimbursements in those provisions.

(b) With respect to the real estate benefits, an employee relocating under this Agreement, who owns his home in the Topeka area as of the date of this Agreement, will be afforded the following:

(i) If the employee owned his own home, on or before the date of Carrier's notice, in the locality from which he is required to move, he shall, after marketing his home for a minimum of 60 days, advise the Carrier whether he desires the Carrier to purchase his home at the appraised value as of July 1, 1999. Such notification must be presented no later than 90 days after the date the positions at Springfield Signal Shop are posted for bid in Topeka under paragraph 1, above. If the employee properly notifies Cendant Mobility (800-546-2036), that he desires the Carrier to purchase his home, Cendant Mobility shall arrange to do so within a period of 30 days from date of such notice consistent with the other requirements of this Agreement. The time limits specified in this paragraph may be extended by mutual agreement, but it is intended that this home purchase option will end in its entirety for all employees no later than 150 days after the date the position at the Springfield Signal Shop are posted for bid in Topeka under paragraph 1, above. If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Carrier shall protect such employee from all loss and cost of securing cancellation of the lease.

The Carrier will not be obligated to purchase any property or home other than the home (owned by the employee), in which the affected employee is residing and the lot upon which said home is located. The term home as used herein means the single primary place of residence of an employee, which is a structure consisting of not more than two dwelling units (duplex) and located on a building site of not more than one acre or as local ordinances may require and which is utilized for residential purposes only. The Carrier will not be obligated to purchase the home of an employee where a marketable title cannot be conveyed, or a home with an unacceptably high level of radon gas, or homes with serious structural or code defects, incomplete construction/reconstruction, or homes that are not in compliance with applicable state or local laws, etc.\* The Carrier shall not be obligated to purchase any live stock, farm machinery, barns, lofts, or similar structures located on such acreage. Should there be a dispute as to acquisition of an employee's residence, it shall be handled through joint conference between the representative of the Organization involved and the Carrier.

\* Any costs for remediation or other necessary repairs will be at transferees expense prior to home being accepted into the program.

(ii) An employee relocating under this Agreement may, in lieu of any and all real estate benefits (including the option in the immediately preceding paragraph (b) above, or the New York Dock Conditions) may elect to relieve the Carrier of any and all responsibility in connection with the employee's home by requesting and accepting a lump sum payment in the

amount of 15% of the appraised fair market value (home value not to exceed \$125,000) of their Topeka area home. Real estate benefits will not be paid to more than one employee for the same residence. An employee electing this option must do so prior to 90 days after the date the positions at the Springfield Signal Shop are posted for bid in Topeka under paragraph 1, above.

(iii) Mobile homes are not covered by this agreement, except as set forth in this paragraph. Employees being relocated under this Agreement who own mobile homes and occupy them as their residence at their current locations, will be allowed the 15% set forth in paragraph (b)(2), which value is determined using NADA Mobile Home Manufacturer appraisal Guide. Employees will not be entitled to any other payments or benefits under this section. An employee may, however, request that the mobile home be relocated to the new location, in lieu of the 15%. If the law permits and the mobile home is moveable, it may be moved to the new location if the employee so elects. If moved, the Carrier will assume the cost of moving the mobile home.

Each transferring employee will have his name presented to Cendant Mobility and the employee must contact Cendant Mobility at 800-546-2036 wherein he must indicate whether he desires Carrier to be responsible for moving his household goods and personal effects or accept the lump sum payment set forth in Section 7(a).

#### 8. Other Allowances

(a) An employee transferring under this Agreement shall receive a transfer allowance of one thousand five hundred dollars (\$1,500) immediately and another one thousand five hundred dollars (\$1,500) after six months providing the employee is still an active employee at the location to which transferred. Also mileage at the allowable IRS rate will be allowed to drive no more than two personally owned automobiles from Topeka to their new work location via the most direct highway route.

(b) An employee transferring under this Agreement will receive a house-hunting allowance of \$1,000 and up to five (5) days with no loss of pay to seek a new residence at their new location.

(c) An employee transferring under this Agreement will be reimbursed for reasonable living expenses for the employee and family while traveling, for the employee's final move to the new location including actual wage loss, if any, not to exceed five working days. The employee will be responsible to provide receipts and appropriate documentation with their reimbursement requests.

9. In lieu of the \$3,000 transfer allowance, mileage allowances, house-hunting trip, moving expenses, real estate expenses, meals and lodging and any other expenses, an employee may elect a lump sum relocation allowance of \$20,000 if the employee owns his place of residence, or \$10,000 if the employee does not own his place of residence. This \$20,000 lump sum allowance will be paid in four installments of \$5,000, with the first payable when the employee reports. In the case of a renter the \$10,000 allowance will be paid in \$2,500 installments. The second, third and fourth installments will be paid at six month intervals thereafter until the entire allowance has been paid. The lump sum allowance shall constitute the entire relocation benefits as contained in this Agreement. If the employee voluntarily leaves the Carrier's service, or voluntarily exercises their ATSF seniority to a vacancy or new position as described in Section 4 of this Agreement, any unpaid installments will be forfeited.

10. In order to receive the lump sum payments and to request the Carrier's purchase of the employee's home after being on the market for 60 days at the market price in effect on July 1, 1999, the employee will sign an Employee Reimbursement Agreement. Under the terms of this agreement, the employee will be required to repay the Company for relocation expenses incurred by the Company if a voluntary termination or a voluntary exercise of ATSF seniority to a vacancy or new position as described in Section 4 of this Agreement occurs within two years from the date of transfer, excluding retirement or disability.

11. The benefits contained in this Agreement are limited to a "per household" basis except for the transfer allowance set forth in Section 8(a).

12. This Agreement is made without prejudice and will not be referred to by either party in any matter for any reason or purpose.

Dated at Fort Worth, Texas, this 17th day of August 1999.

(Signatures not reproduced)

**ATTACHMENT A**

<u>Last Name</u>	<u>First Name</u>	<u>Employee No.</u>	<u>Foreman Date</u>	<u>Signalman Date</u>	<u>Asst. Signalman Date</u>
Battles	Don K.			01/18/71	05/01/69
Boyd	Steve A.			02/01/82	01/25/80
DeLong	Jim S.			10/28/75	09/04/73
Duncan	John E.		05/05/98	09/16/68	07/01/68
Facklam	Lenny D.			12/31/78	07/17/78
Flynn	Mike J.			12/21/90	12/21/90
Fry	John E.			06/25/62	03/18/57
Holdmeyer	David L.			04/02/73	10/02/72
Howard	Jack M.			12/01/67	12/01/67
Howell	Robin L.			12/31/78	04/04/77
Marston	Raymond A.			01/01/73	11/09/70
McDonald	Mike E.			09/04/73	11/23/70

**AGREEMENT  
Between  
COMPANY  
And  
THE BROTHERHOOD OF RAILROAD SIGNALMEN**

In connection with the consolidation of the system signal shops between the former ATSF and the former BN the parties have agreed to raise the rates at the former Burlington Northern Signal Shops to the ATSF levels.

The following rates will apply:

<u>Classification</u>	<u>Rate</u>
Signal Shop Foreman	\$3,792.07/Mo.
Signal Shop Signalman	\$17.64/Hr.

BNSF will apply the skill differential pay of \$.65 per hour at the former BN Signal Shops.

This Agreement will be effective on the effective date of the Implementing Agreement for the System Signal Shop Consolidation Agreement.

This Agreement is made without prejudice and will not be referred to by either party in any matter for any reason or purpose.

Dated at Fort Worth, Texas, this 17th day of August 1999.

(Signatures not reproduced)

**AGREEMENT**  
**Between**  
**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**  
**And**  
**THE BROTHERHOOD OF RAILROAD SIGNALMEN**

The Burlington Northern Santa Fe served a notice to consolidate signal operations and seniority districts under the provisions of Article I, Section 4 of the New York Dock Conditions on June 23, 1999. This Implementing Agreement is intended to provide for the selection of forces, assignment of employees and such other matters as are appropriate under the Conditions. This Agreement satisfies the requirements of Article I, Section 4 of the New York Dock Conditions pursuant to ICC Finance Docket No. 32549.

**AGREEMENT**

I. The parties agree that the employees represented by the BRS will be covered by a single system-wide agreement. On the effective date of this Agreement, the provisions of the Agreement between Burlington Northern, Inc. and Its Employees Represented By The Brotherhood of Railroad Signalmen, dated effective September 1, 1972, as amended, will be extended to cover all signal employees of The Burlington Northern and Santa Fe Railway Company. To implement this Agreement the following will apply.

A. Seniority Districts - On the effective date of this Agreement, seniority rights of employees to new positions or vacancies, unless otherwise agreed, will be restricted to the following seniority districts.

1. Chicago District:

Westward from 12<sup>th</sup> Street at Chicago to but not including St. Croix Tower; Southward to and including Metropolis, and Machens, Milepost 26.98 on the Hannibal to St. Louis Line; Westward to Pacific Junction, excluding Sioux City and Council Bluffs; and excluding Council Bluffs south to M.P. 64.63 North Yard Limit St. Joseph. Southwest through Brookfield, St. Joseph, and Birmingham to point of termination with Kansas City Terminal Railroad, including Murray Yard and Ustick Tower. Former ATSF territory from Chicago to, and including, the Eastbound control signals at Congo control point, Milepost 444.10.

2. Twin Cities District (No change from present):

Westward from St. Croix Tower to and including Grand Forks, Fargo and Willmar; Westward from Grand Forks to and including Williston; Westward from Fargo to and including Williston; Westward from Fargo to and including Bismarck M.P. 198.2; Westward from Willmar to Fargo and Westward up to, but not including West switch Mobridge and Southward to and including Sioux City; Westward and Southward from Superior to and including Coon Creek, Staples and Grand Forks

3. Denver District:

Westward from Missouri River to and including Denver, Casper, Gillette, Lead O'Neill; Council Bluffs south to M.P. 64.63 North yard limit St. Joseph; up to but not including Sioux City, Iowa also the line Wendover to Denver and Palmer Lake, milepost 52.0.

4. Billings District (No change from present):

Westward from Bismarck, Williston, Casper and Gillette, including the West switch Moberge, to but not including Conkelley. (*Memo of Agreement 2-1-82*).

5. Seattle District / Portland District (No change from present):

Westward from and including Conkelley; Westward from and including Sandpoint Junction; Southward to Keddie, and Eugene, Northward to Vancouver, BC.

6. Springfield Seniority District:

Southward from Machens, milepost 26.98 to Memphis, Birmingham and Mobile, and Southward from 30<sup>th</sup> St., milepost 2.20 (includes 25<sup>th</sup> St., milepost 1.5) to Ft. Scott, Tulsa and Sherman, milepost 644.11 and Southward from Ft. Scott to Springfield, and Memphis and Westward from St. Louis to Tulsa and Avard

7. Kansas Seniority District:

Westward from Congo to Las Animas Jct., Congo Southward to Panhandle, Superior, NE MP 153.0 Southward to Gene Autry MP 464.4, from Palmer Lake Southward to MP 735.1, Pueblo Southward through Las Animas to MP 219.0, Trinidad Southward to Texline MP 454.2, and Northward to LaJunta.

8. Texas Seniority District:

Southward from Oklahoma City to Quanah and Gene Autry to Ft. Worth and Sherman to Dallas and Malden to Galveston and Longview to Milepost 62.87 and Eastward from Iowa Junction to Live Oak and Sommerville to Silsbee and Westward from Temple to Sweetwater.

9. New Mexico Seniority District:

Southward from Las Animas Junction , Milepost 219.0 to Sweetwater and Texico to Lubbock and Panhandle to Rustler Springs and Milepost 735.1 to El Paso and Westward from Malden to Texline and Clovis to Belen.

10. Arizona Seniority District (No change from present):

Westward from, but not including Belen to the Arizona/California State line, and Westward from, but not including Isleta to Dalies and Southward from Williams to Phoenix and Coronado to Springerville.

11. California Seniority District (No change from present)

Westward from California/Arizona State line to Barstow and Northward from Barstow to Richmond and Southward from Barstow to San Diego.

B. Integration of Seniority Rosters - On the effective date of this Agreement a separate BNSF seniority roster shall be established and thereafter maintained for each of the seniority districts identified above.

1. Seniority classes on the newly established BNSF roster will be as follows:

- a. Class 1 – all classifications above assistant signalmen
- b. Class 2 – Assistant signalmen, assistant signal maintainers, and signal helpers

2. The names of all employees who have a seniority date on the effective date of this Agreement shall be placed in seniority order on a new BNSF roster as set out below. If an employee's prior seniority district does not extend beyond the new BNSF district he will be placed on the BNSF roster for that BNSF district. If an employee's prior district extends into two or more BNSF districts, the employee must select one of these BNSF district rosters. The employee must select his new seniority district within 60 days after the effective date of this Agreement or he will be placed on the BNSF district roster that includes his present working territory.

a. For employees in service under the BRS Agreement on the effective date of this agreement, placement on the BNSF roster will be based on the employee's earliest continuous signal service entry date on a roster in the employee's current seniority district. In the event two employees have the same entry date, the employee with the earliest birth date will be shown above the younger employee on the dovetailed seniority roster.

Example:

BN employee has:      Class VI date of 2/4/72  
                                    Class V date of 6/8/74  
                                    Class IV date of 1/2/77  
BNSF dates will be:    Class II date of 2/4/72  
                                    Class I date of 2/4/72

b. Employees entering service in the signal department after the effective date of this agreement, seniority begins at the time an employee's pay starts in the seniority class and district in which employed, except that an employee performing temporary service in another district will not establish seniority in that district. In the event two employees have the same entry date, the employee with the earliest birth date will be shown above the younger employee on the dovetailed seniority roster.

3. An employee in furlough status on a BN or ATSF seniority district on the effective date of this agreement will continue to have prior rights on that former road seniority district. The employee may be recalled to any prior rights position on his former road seniority district. If that employee is working in another BNSF seniority district at the time of recall, the employee has two options:

a. The employee may accept the recall and forfeit seniority on the district where he is working together with any prior rights associated with the position he held on the effective date of this agreement. If the employee's prior district extends over two or more BNSF districts the employee must select his new BNSF seniority district within 60 days of his first day worked on the district to which he is recalled or be placed on the seniority roster of the district to which recalled.

b. The employee may decline the recall and forfeit all prior rights associated with the BN or ATSF district on which he was furloughed.

4. An employee may hold seniority on only one BNSF seniority district, except an employee who, after the effective date of this agreement, is furloughed and accepts a position on another BNSF seniority district. If an employee's former seniority district extends over more than one of the new BNSF seniority districts, he will not have his seniority dovetailed on any BNSF roster other than the roster that he selects or is assigned

under this agreement. The employee will be granted prior rights on all territory on his pre-existing seniority district.

5. The employee may not bid or otherwise exercise seniority until he has made an election to a district or indicated his election to remain on the new seniority district in which he is working.

6. An employee on a leave of absence or furlough on the effective date of this agreement must make his seniority district election before he returns to active service.

**Note:** Employees dovetailed into a new seniority district roster will maintain a designation on their consolidated roster that identifies their prior rights district.

## II. Prior Rights Preserved for Employees

### A. Prior rights seniority lists.

1. Pre-existing rights to positions as established by the attached prior agreements will be preserved as currently in effect on the effective date of this agreement, and subject to current limitations, unless modified by this agreement or by a later agreement.

2. Prior rights established by this agreement for current BN and ATSF employees will remain in effect until those prior rights are forfeited under a provision of this agreement or until the employee is removed from the seniority roster, unless modified by a later agreement.

3. Prior Rights seniority rosters will be established as follows:

a. For former BN employees. On June 1, 2000, an updated seniority roster for each BN seniority district will be prepared showing classes I through VI. Anytime an employee fails to exercise seniority to, or to retain, a position in the highest class that the employee's seniority will allow the employee to hold, the employee's prior rights seniority will be forfeited in that class and in all higher classes.

b. For former ATSF employees. On June 1, 2000, a roster will be established for each ATSF seniority district showing Assistant (Student) Signalman, Signalman, Inspector, and Foreman seniority classifications. Dates for employees holding permanent positions as Inspectors and Foremen will be based on the earliest date when the employee began continuous service in the classification in which the employee is now working.

An employee who is now working in a classification other than Inspector or Foreman, who previously worked in either of those two classifications, but,

(i) who was unable to continue to hold a permanent position through no fault of his own and,

(ii) who has had no opportunity to return to a permanent position in that classification,

shall be treated as continuously serving in that classification for the purpose of this agreement.

Anytime an employee voluntarily fails to exercise seniority to, or fails to retain, a bulletined position in the Inspector or Foreman classification on the Prior Rights roster, he will forfeit prior rights in that classification.

4. The Prior Rights Seniority Rosters will be prepared and attached to this Agreement. No employees will be added to these rosters, or to any class or classification on these rosters, except that any employee left off the roster, or any class or classification on the roster, in error may be added if the employee so requests within 60 days of the effective date of this agreement and the error is verified.

5. A list and description of the BN and ATSF seniority districts as constituted on the effective date of this agreement will be prepared and attached to this agreement.

B. Prior Rights Positions.

1. Positions on crews or gangs existing as of the date of this agreement under the former BN Agreement will be identified and designated as BN Prior Rights Positions. Positions added to any of these crews or gangs will likewise be BN Prior Rights Positions. Any headquartered position with an assigned territory or, in the case of inspectors or ETs, an area of responsibility, exclusively on the former BN will be a BN Prior Rights Position.

2. Positions on crews or gangs existing as of the date of this agreement under the former ATSF Agreement will be identified and designated as ATSF Prior Rights Positions. Positions added to any of these crews or gangs will likewise be ATSF Prior Rights Positions. Any headquartered position with an assigned territory or, in the case of inspectors or ETs, an area of responsibility, exclusively on the former ATSF will be an ATSF Prior Rights Position.

3. Positions that include former BN territory and former ATSF territory will be considered new positions not subject to prior rights. However, adjustments in territories between former BN and former ATSF prior rights positions where there is no net change in the number of prior rights positions on the prior road territories will be considered minor changes that will not change their status as prior rights positions. Such minor changes will be agreed upon by the Chief Signal Officer and the affected General Chairman.

C. Filling new positions and vacancies

1. If the position is a BN prior rights position it will be filled in the following order.

a. Senior employee on the BN prior rights roster for the class of the position.

b. Senior employee on the BN prior rights roster.

c. If the position is an ET, inspector, or foreman position, senior employee on the BNSF seniority roster on the new district with prior rights in the class or classification of the position, involuntarily demoted as an ET, inspector or foreman working in a lower class or lower paying classification based on the employees' prior rights date in the class or classification of the position.

d. Senior employee on the new BNSF consolidated seniority roster for the new district on which the position is located.

2. If the position is an ATSF prior rights position it will be filled in the following order.

a. Senior employee on the ATSF prior rights roster for the classification of the position working in a lower paying classification if the position is an inspector or foreman position.

b. Senior employee on the ATSF prior rights roster.

- c. If the position is an ET, inspector, or foreman position, senior employee on the BNSF seniority roster on the new district with prior rights in the class or classification of the position, involuntarily demoted as an ET, inspector or foreman working in a lower class or lower paying classification based on the employees' prior rights date in the class or classification of the position.
  - d. Senior employee on the new BNSF consolidated seniority roster for the new district on which the position is located.
3. If the position is not a prior rights position it will be filled in the following order.
    - a. If the position is an ET, inspector, or foreman position, senior employee on the BNSF seniority roster on the new district with prior rights in the class or classification of the position, involuntarily demoted as an ET, inspector or foreman working in a lower class or lower paying classification based on the employees' prior rights date in the class or classification of the position.
    - b. Senior employee on the BNSF seniority roster for the new district on which the position is located.
- D. Displacement Rights. When force is reduced, positions abolished or employees are laid off or displaced by senior employees, affected employees shall have the following options.
1. If the affected employee holds BN prior rights the employee may:
    - a. Displace any junior employee on the BN prior rights seniority roster holding a BN prior rights position.
    - b. Displace any employee without prior rights on a position subject to his prior rights.
    - c. Displace any junior employee based on BNSF seniority holding a position not subject to any prior rights.
  2. If the affected employee holds prior rights seniority as an inspector or foreman on an ATSF Prior Rights Seniority roster the employee may:
    - a. Displace any junior employee on the ATSF prior rights seniority roster holding an ATSF prior rights position.
    - b. Displace any employee without prior rights on a position subject to his prior rights.
    - c. Displace any junior employee based on BNSF seniority holding a position not subject to any prior rights.
  3. If the affected employee holds ATSF seniority district prior rights but no inspector or foreman classification prior rights the employee may:
    - a. Displace any junior employee on the ATSF prior rights seniority roster holding an ATSF prior rights position.
    - b. Displace any employee without prior rights holding an ATSF prior rights position.
    - c. Displace any junior employee based on BNSF seniority holding a position not subject to any prior rights.
  4. If the affected employee has no prior rights the employee may:
    - a. Displace any junior employee on his BNSF seniority roster holding a position not subject to prior rights.

b. Displace any junior employee on his BNSF roster without prior rights holding any position.

E. Nothing in this Agreement will preclude management from establishing any position within a new seniority district that has a territorial assignment covering more than one of the pre-existing seniority districts. Any such position, if not filled from a consolidated prior rights list for the classification of the position, will be filled on the basis of the employee's ranking on the consolidated roster of the new seniority district involved.

F. Any new position or vacancy not filled by an employee with prior rights will be filled from the consolidated roster of the new seniority district involved.

G. Prior rights outlined in this Agreement are applicable only to those employees who held seniority on pre-existing seniority districts prior to the effective date of this Agreement. Geographical boundaries of the pre-existing seniority districts are described in the Attachment to this Agreement.

III. ATSF Classifications will be converted to BN as follows.

<u>ATSF Classification</u>	<u>BN Classification</u>
Retarder Yard Specialist	Signal Electronic Technician (See Paragraph IV, below)
Signal Inspector	Signal Inspector
Signal Shop Foreman	Signal Shop Foreman
Signal Foreman	Signal Construction Crew Foreman
Special TCS Signal Maintainer	Control Systems Electronic Technician
Lead Signal Maintainer	Leading Signal Maintainer
Lead Signalman	Leading Construction Crew Signalman
Signal Maintainer	CTC Signal Maintainer
Vacation Relief Signal Maintainer	Vacation Relief Signal Maintainer (former ATSF Districts only)
Signalman	Signalman
Student Signalman	Assistant Signalman
Signal Helper	Signal Helper

IV. Current ATSF employees holding positions classified as Retarder Yard Specialists will be reclassified as Signal Electronic Technician/Retarder Yard Specialist. Retarder Yard Specialists will not be awarded new field ET positions without first passing the ET examination. The Retarder Yard Specialist rate of pay will be added to the rates of pay under the BN Agreement only for these employees. Employees so classified will lose that designation if they voluntarily exercise seniority to another position. If the employee leaves such a position other than as a result of the employee's own voluntary action the employee will retain the designation and will be eligible for the Retarder Yard Specialist rate when the employee again obtains a position formerly classified as a Retarder Yard Specialist under the ATSF Agreement. Employees classified as Signal Electronic Technician/Retarder Yard Specialist will not be subject to displacement by any employee not so classified and will have prior rights to positions formerly classified as a Retarder Yard Specialist under the ATSF Agreement.

## V. Pay

A. The parties intend to allow the employees of the former ATSF to elect present pay rules for signal maintainers and signal inspectors. This will allow ATSF Signal Maintainers, Vacation Relief Signal Maintainers and Signal Inspectors to continue to be paid under the pay rules of the former ATSF Agreement as hourly rated, or monthly in the case of inspectors, where those rules so provide, and to be covered under the related ATSF pay rules. The rules include pay rules in Rule 12 – Calls (Procedure), Rule 13 – Calls, Rule 14 – Overtime on Holidays, and Rule 15 – Required to Standby. Also included are the rules and practices related to the relief maintainer and the reimbursement for the noon meal for signal maintainers and regularly assigned vacation relief maintainers regardless of whether they are working inside or outside the city limits. This election will be applicable to former ATSF Signal Inspectors, Signal Maintainers and relief maintainers only. Where ATSF maintainers are paid the monthly rate, ATSF Vacation Relief Signal Maintainers will be paid the monthly rate only when relieving a maintainer, otherwise they will receive the hourly rate. With respect to former ATSF employees electing to be paid under the ATSF rules, BN Agreement pay rules will not apply.

B. Employees covered under the former ATSF Agreement may elect on a seniority district basis whether to be covered under the former ATSF Agreement pay rules or the BN Agreement pay rules. Unless the General Chairman gives notice to the Vice President Labor Relations of the employees election to remain under the ATSF Agreement Pay rule within 45 days after the effective date of this agreement, or the signing date, whichever is later, employees will be changed to the BN Agreement pay rules on the first day of the month following the date which is 90 days after the effective date of this agreement, or the signing date, whichever is later.

C. Employees covered under the former ATSF Agreement who elect to be covered under the former ATSF Agreement pay rules may change that election on a seniority district basis. If the General Chairman gives notice to the Vice President Labor Relations on or before June 1, the employees electing such a change will be changed to the BN Agreement pay rules, as amended, on the date of change, and such change will be effective on the January 1<sup>st</sup> following the notice.

D. Signalmen who are not eligible for the skill pay of 85 cents per hour worked under the 1996 National Agreement will be paid skill pay of 50 cents per hour worked. The employees who are now receiving 65 cents per hour will have that rate preserved until advanced to the 85 cents per hour rate.

E. An hourly rate of pay for Vacation Relief Signal Maintainers will be established at \$18.20.

F. A monthly rate of pay for ATSF Inspector will be established at \$3,939.54.

VI. The moving and real estate benefits, as set forth below, will be applicable to the eligible employees who are **required to relocate due to the transaction covered by this agreement.** **Eligibility for the moving and real estate benefits and lump sums includes the requirement that an employee must make a bona fide relocation and change his principal place of residence to the new location.**

## A. Moving and Real Estate Benefits

1. With respect to the moving of household goods, mileage allowances, and any other expenses in connection with moving expenses set forth in the New York Dock Conditions, an eligible employee may elect to accept a lump sum payment of \$4,000 in lieu of the benefits and reimbursements in those provisions.
2. With respect to the real estate benefits similarly provided in the New York Dock Conditions and /or the applicable agreements, an eligible employee, who owns his home in the area of his headquarters on June 23, 1999, will be afforded the following:

a) If the employee owned his own home, on or before the date of Carrier's notice, in the locality from which he is required to move, he shall, after marketing his home for a minimum of 60 days, advise the Carrier whether he desires the Carrier to purchase his home at the appraised value as of July 1, 1999. Such notification must be presented no later than 90 days after the date of the transfer upon which these moving and real estate benefits are based. If the employee properly notifies Cendant Mobility (1 800-546-2036), that he desires the Carrier to purchase his home, Cendant Mobility shall arrange to do so within a period of 30 days from date of such notice consistent with the other requirements of this Agreement. The time limits specified in this paragraph may be extended by mutual agreement, but it is intended that this home purchase option will end in its entirety for all employees no later than 150 days after the date of the transfer upon which these moving and real estate benefits are based. If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Carrier shall protect such employee from all loss and cost of securing cancellation of the lease. The Carrier will not be obligated to purchase any property or home other than the home (owned by the employee), in which the affected employee is residing and the lot upon which said home is located.

The term home as used herein means the single primary place of residence of an employee, which is a structure consisting of not more than two dwelling units (duplex) and located on a building site of not more than one acre or as local ordinances may require and which is utilized for residential purposes only. The Carrier will not be obligated to purchase the home of an employee where a marketable title cannot be conveyed, or a home with an unacceptably high level of radon gas, or homes with serious structural or code defects, incomplete construction/reconstruction, or homes that are not in compliance with applicable state or local laws, etc.\* The Carrier shall not be obligated to purchase any live stock, farm machinery, barns, lofts, or similar structures located on such acreage. Should there be a dispute as to acquisition of an employee's residence, it shall be handled through joint conference between the representative of the Organization involved and the Carrier.

Any costs for remediation or other necessary repairs will be at transferees expense prior to home being accepted into the program.

c) An eligible employee under this Agreement may, in lieu of any and all real estate benefits (including the option in the immediately preceding paragraph 1.(b)(1) above, or the New York Dock Conditions) may elect to relieve the Carrier of any and all responsibility in connection with the employee's home by requesting and accepting a lump sum payment in the amount of 15% of the appraised fair market

value (home value not to exceed \$125,000) of the employee's home *in the area of his headquarters on June 23, 1999*. Real estate benefits will not be paid to more than one employee for the same residence. An employee electing this option must do so prior to the date 90 days after the date of the transfer upon which these moving and real estate benefits are based.

c) Mobile homes are not covered by this agreement, except as set forth in this paragraph. Employees being relocated under this Agreement who own mobile homes and occupy them as their residence at their current locations, will be allowed the 15% set forth in paragraph 1.(b)(2), which value is determined using NADA Mobile Home Manufacturer Appraisal Guide. Employees will not be entitled to any other payments or benefits under this section. An employee may, however, request that the mobile home be relocated to the new location, in lieu of the 15%. If the law permits and the mobile home is moveable, it may be moved to the new location if the employee so elects. If moved, the Carrier will assume the cost of moving the mobile home.

3. Each transferring employee will have his name presented to Cendant Mobility and the employee must contact Cendant Mobility at 1 800-546-2036 wherein, he must indicate:

a) Whether he desires Carrier to be responsible for moving his household goods and personal effects or accept the lump sum payment set forth in Section 1(a);

b) whether he owns his own home, and,

c) which option he elects Section 1(b) (1) or Section 1(b) (2).

The above indication will be irrevocable. Payments of any lump sums will be made by Cendant Mobility as required by the agreement.

## **B. Other Allowances**

1. An employee transferring under this Agreement shall receive a transfer allowance of one thousand five hundred dollars (\$1,500) immediately and another one thousand five hundred dollars (\$1,500) after six months providing the employee is still an active employee at the location to which transferred. Also mileage at the IRS allowable rate will be allowed to drive no more than two personally owned automobiles to their new work location via the most direct highway route.

2. An employee transferring under this Agreement will receive a househunting allowance of \$1,000 and up to five (5) days with no loss of pay to seek a new residence at their new location.

3. An employee transferring under this Agreement will be reimbursed for reasonable living expenses for the employee and family while traveling, for the employee's final move to the new location including actual wage loss, if any, not to exceed five working days. The employee will be responsible to provide receipts and appropriate documentation with their reimbursement requests.

C. In lieu of the transfer allowance, mileage allowances, househunting trip, moving expenses, real estate expenses, meals and lodging and any other expenses, an employee may elect a lump sum relocation allowance of \$20,000 if the employee owns his place of residence, or \$10,000 if the employee does not own his place of residence. These lump sum allowances will be paid in four installments at six month intervals, beginning on the date of move. The lump sum allowance shall constitute the entire relocation benefits as contained in this Agreement. If the employee voluntarily leaves the Carrier's service or exercises

seniority to another seniority district under any provision of this agreement prior to the expiration of 24 months from date of transfer, excluding retirement or disability, he forfeits any unpaid lump sum allowance.

D. In order to receive the lump sum payments and to request the Carrier's purchase of the employee's home after being on the market for 60 days at the market price in effect on July 1, 1999, the employee will sign an Employee Reimbursement Agreement. Under the terms of this agreement, the employee will be required to repay the company for relocation expenses incurred by the Company if a voluntary termination occurs within two years from the date of transfer, excluding retirement or disability.

E. The benefits contained in this Agreement are limited to a "per household" basis except for the transfer allowance set forth in Section 2(a).

VII. This Implementing Agreement is made pursuant to the *New York Dock* Conditions (360 I.C.C. 60, 84-90) attached to this agreement and which, by this reference are incorporated here.

VIII. Nothing in this Agreement will be interpreted to expand or to reduce the protective benefits provided in the *New York Dock* Conditions imposed by the Surface Transportation Board and incorporated here by reference in Paragraph 7, above, except as specifically provided in this agreement.

IX. This Agreement is made to avoid a dispute in this matter on a non-precedent basis and shall not be referred to in any other matter.

X. This Agreement will be effective July 1, 2000.

Signatures not reproduced

**The above Rules 1 through 66, inclusive, are intended to update and incorporate certain agreements into a new revised Schedule Agreement. In the event of any typographical or clerical error in making this incorporation, the source document for the changes will govern. By adding these agreements to the updated Schedule Agreement, the parties do not intend to change the effectiveness or application of the agreements on BNSF. In addition, certain agreements now existing and effective on BNSF have not been added to the updated Schedule Agreement and the parties, by their omission, do not intend to change the effectiveness or application of those agreements on BNSF.**

**FOR: THE BROTHERHOOD OF  
RAILROAD SIGNALMEN**

**FOR: THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY**

\_\_\_\_\_  
General Chairman BRS

\_\_\_\_\_  
Assistant Vice President Labor Relations

\_\_\_\_\_  
Vice General Chairman BRS

\_\_\_\_\_  
General Director Labor Relations

\_\_\_\_\_  
International Vice President BRS  
Western Region

\_\_\_\_\_  
Director Labor Relations

**DOCUMENT 1**

August 24, 1972  
File SI-1 (d)

Mr. R. F. Richardson, General Chairman  
Brotherhood of Railroad Signalmen  
2001 West Central Avenue  
Minot, North Dakota 58701

Mr. W. W. Lauer, General Chairman  
Brotherhood of Railroad Signalmen  
122 West Franklin Avenue  
Monmouth, Illinois 61462

Mr. B. M. Swift, General Chairman  
Brotherhood of Railroad Signalmen  
Box 311  
Redmond, Oregon 97756

Mr. W. A. Class, Jr., General Chairman  
Brotherhood of Railroad Signalmen  
1657 East Sherwood Avenue  
St. Paul, Minnesota 55106

Gentlemen:

This will record several understandings reached in connection with new Signalmen's Agreement and Implementing Agreement No. 1.

1. The jobs of maintainers on former GN now under temporary bulletin because former occupants are on positions of signal testmen or signal foremen will be bulletined on or before the effective date of the agreement as permanent vacancies.
2. If a former GN signal testmen or signal foreman returns to his permanent job as a maintainer, or if such job is bulletined as permanent and a senior maintainer bids in the job, then the maintainer who held such a position on a temporary basis will be allowed the benefits of Letter of Intent No. 4 if he is required to move his place of residence to hold a position.
3. Signal maintainers at Minot, Galesburg and Lincoln who are assigned to maintain retarder systems will be reclassified on effective date of agreement as retarder yard maintainers.

4. It is understood that Leading Signal Crew Signalmen when not under supervision of a Signal Construction Crew will be worked as temporary vacancies under Rule 40B.
5. In the event the position of Leading Signal Maintainer at Minot Yard is required to have an F.C.C. License and also required to supervise other maintainers, the Carrier will meet with the General Chairman to consider a reclassification of the job. It is understood that if a reclassification is agreed upon it will probably encompass an expansion of the territory for which he will be responsible.
6. If job requirements for maintainer's job at an electronic hump yard is changed to require an FCC license, the job will be reclassified and rated as a general signal maintainer (FCC).
7. Former NP or CB&Q Committee requests establishment of monthly rates in lieu of hourly rates provided for any particular classification, as shown in rate of pay tabulation, such monthly rates will be thereafter applied effective on the first day of the following month after request is made.
8. If and when signal shops are consolidated, we will negotiate matter of adjustments in rates of pay and classifications of men employed therein. Former GN Signal Shop Foreman's rate will be "Red-circled" for present incumbents but subject to general wage increases.
9. The Carrier will investigate the feasibility of air-conditioning that portion of the signal shops which is devoted to the repair of delays.
10. If any additional construction crews are set up on a seniority district after the effective date of this agreement, assignments thereto will be made from the consolidated roster.
11. Merger-protected signal helpers who have forfeited seniority in higher classifications will be given an opportunity to enroll in the training program, but if they fail to pass the required progressive examinations, they will revert to their status as helpers.
12. The installation and maintenance of the necessary electric service to the disconnect below the meter is covered by the Scope of this agreement.
13. It is understood that the reference to signal bridges in Paragraph H of the Scope Rule in the case of "installing" was done only by signal craft on the former NP.
14. Letter of Agreement dated July 8, 1939 dealing with method of providing protection seven days per week by signal maintainers will be continued in effect for former SP&S "protected employees" in former SP&S territory. Employees promoted to signal maintainers on former SP&S territory after effective date of the new agreement will be governed by provisions set forth in new Rates of Pay Rule.
15. The following understandings were reached respecting that rule entitled "Signal Construction Gangs in Mobile Units" made in pursuance of Article VI – Camp Cars, of the National Signalmen's Agreement of November 16, 1971:

- A. There shall be no more than two (four on the Chicago Region; three on Twin Cities Region) signal construction crews assigned to mobile headquarters on each of the six regions of the Burlington Northern. However, additional signal construction gangs with mobile headquarters may be established by agreement with the General Chairmen.
  - B. Special projects for Signal Construction Crews which may not be possible to handle with existing Signal Construction Crews and of a temporary nature may be handled by additional mobile crews and subject to Rule 46 but agreement will be reached with General Chairmen as to beginning and ending date of such temporary crews will not be reduced in number of men or reclassification as a result of temporary signal construction crews.
  - C. The installation of air-conditioning in mobile units shall be completed by the spring of 1973 in one-half of the mobile units and by the spring of 1974 in the balance of the mobile units.
  - D. The experience under the new rule will be reviewed two years from the effective date of the new rules and if either party feels there should be some changes therein, the matter will be renegotiated and subject to the arbitration provision contained in said Article VI.
  - E. It is understood and agreed that paragraph H of Rule 46 is in full settlement of travel expenses referred to in Article XII(c) of said National Signalmen's Agreement of November 16, 1971, except as hereinafter provided in Paragraph H below.
  - F. Where existing mobile units are equipped with cooking utensils and dishes, they will not be removed but the Carrier will not be required to replace such items or furnish them in any mobile units where they are not now furnished.
  - G. If a mobile unit is moves during the week and employees therein are not able to move their automobiles during the time that the mobile unit is being moved, arrangements will be made so that men can be transported back to their automobile in order that they may move it to the new location.
  - H. If situation develops where men in mobile construction crews are away from fixed headquarters over two consecutive weeks, a distance of over 300 miles, the parties will meet for further negotiations thereon.
16. In our discussion of the training program the experience thereunder will be reviewed at the end of two years to determine whether there should be any changes made in number of days required to attend classroom instructions and any other items of the rule. At the same time the parties will consider whether or not the classroom instruction provided by the Carrier should be open for participation by signalmen and signal maintainers promoted to such classifications prior to the effective date of the new agreement.
17. It was agreed that if any disputes arise over the application or interpretation of the new collective agreement, then at the request of either party a meeting will be arranged between the Vice President of the Signalmen's Committee who

participated in the negotiations or his designee and the Vice President – Labor Relations of the Burlington Northern or his designee in order that they may review the intent of the parties at the time of the negotiations in an endeavor to resolve the dispute on the property. Such meeting will be held before the expiration of the time limit on claims following the decision of the Carrier’s highest designated officer and, if necessary, an agreement reached on extending the time limits, with the understanding that in a continuing claim any monetary liability which the Carrier may incur in the eventual disposition of the claim shall exclude the period of the agreed to extension of time limits.

Very truly yours,

/s/ T. C. DeButts  
Vice President

cc: Mr. J. T. Bass, V.P., BRS

AGREED TO  
For Brotherhood of Railroad Signalmen

/s/ B. M. Swift, General Chairman  
/s/ W. A. Class, Jr., General Chairman  
/s/ Robert F. Richardson, General Chairman  
/s/ W. W. Lauer, General Chairman

APPROVED:  
/s/ J. T. Bass, Vice President – BRS

**DOCUMENT 2**

\*Hourly rates shall apply only for protected former NP and CB&Q employees working on exclusive pre-existing seniority district or where territory is predominantly former NP or CB&Q territory. Monthly rates will be applied for all other employees.

August 24, 1972  
File: SI-1 (d)

Mr. R. F. Richardson, Genl Chrnm, BRS  
2001 W. Central Avenue, Minot, North Dakota  
58701

Mr. W. W. Lauer, Genl Chrnm, BRS  
122 W. Franklin Ave., Monmouth, Illinois  
61462

Mr. B. M. Swift, Genl Chrnm, BRS  
Box 311, Redmond, Oregon  
97756

Mr. W. A. Class, Jr., Genl Chrnm, BRS  
1657 E. Sherwood Ave., St. Paul, Minnesota  
55106

Gentlemen:

Referring to Rule 47, entitled "Signal Construction Crews at Fixed Points," and Rule 46, entitled "Signal Construction Crews assigned to Mobile Units," which are contained in the new BN-BRS Collective Bargaining Agreement:

1. It is agreed that pre-existing rules dealing with expenses for signal construction crews will continue to apply until change-over is made on each new seniority district, which shall be accomplished within ninety (90) days following effective date of the new agreement.
2. The General Chairmen will be notified by the Carrier forty-five (45) days in advance of the construction crews to be established under each rule on the new seniority district.
3. Thirty (30) days prior to a change-over on a new seniority district, bulletins will be issued for all Signal Construction Crews to be established in pursuance of the two rules referred to above advertising the jobs, and all the existing signal construction jobs will be considered as abolished concurrently with the establishment of the new crews thus established. Bulletins will run for ten (10) days and assignment notice posted ten (10) days later so that assignments can be effective at the end of thirty (30) days.

4. Unless otherwise agreed to by the interested General Chairmen and the Carrier, in the initial assignment where Construction Crews were in charge of a former GN or SP&S Signal Construction Crew Foreman, such foremen will have prior rights to the jobs when they are changed over to either a Signal Construction Crew at Fixed Points or Signal Construction Crew in Mobile Units.
5. Employees holding jobs in Signal Construction Crews immediately prior to the change-over will not be permitted to exercise seniority over other employees unless they do not have sufficient seniority to bid in jobs established under Rules 46 and 47.
6. In the initial establishment of Signal Construction Crews at Fixed Points covered by Rule 47 the employees in existing Construction Crews who are either successful bidders or are required to exercise displacement rights, and the foremen referred to in paragraph 4 hereof, will be subject to the benefits provided in Rule 32 provided the employee moves his household goods and furniture from a residence that he owns or rents in his name. This understanding is without prejudice to the position of either party as to what constitutes "technological, operational and organizational changes" as referred to in said Rule 32. Employees with mobile homes will be reimbursed for cost of moving such homes, the transfer allowances of \$400 and up to five working days to move.
7. The employees referred to in paragraph 6 hereof who are initially assigned to Signal Construction Crews at Fixed Points will be allowed meal allowances under pre-existing rules for a period of sixty (60) days from date of assignment. If during this sixty (60) days such an employee is sent away from fixed headquarters, and no mobile units are furnished for such trip, they will be allowed necessary actual expenses.
8. In the initial establishment of Signal Construction Crews Assigned to Mobile Units covered by Rule 46, the employees in existing Construction Crews who are either successful bidders or are required to exercise displacement rights, and the foremen referred to in paragraph 4 hereof, will also be subject to the benefits of Rule 32 as set forth in paragraph 6 hereof. However, they will be given the option of continuing to work under pre-existing rules dealing with meal allowances for signal construction crews and the travel allowances provided in Rule 46 for a period of one year from the effective date of the new agreement. After this one-year period or as soon as they move to a fixed headquarters for the mobile crew, whichever first occurs, they will become subject to the meal expense and travel allowance provisions of Rule 46.
9. In the event the fixed headquarters point for a fixed or mobile construction crew is changed from one location to another on the seniority district more than thirty (30) miles from the initial fixed headquarters point, or headquarters are subsequently moved thereafter more than thirty (30) miles, the employees who are employed in such gangs will be subject to the benefits of Rule 32 as set forth in paragraph 6 hereof.
10. Employees whose permanent assignment is on a Construction Crew but are holding temporary positions as Signal Maintainers who are successful applicants for initial establishment of crews under Rules 46 and 47 will be subject to benefits of Rule 32 as set forth in paragraph 6 thereof.
11. If other than employees in existing Construction Crews are successful applicants for initial establishment of crews under Rules 46 and 47, they will be subject to benefits of Letter of Intent No. 4 of Merger Protective Agreement.

12. It is understood that while Signal Construction Crews will have assigned territories, there will be no restriction on their performing signal construction work anywhere on their new seniority districts.

Sincerely,

/s/ T. C. DeButts  
Vice President

cc: Mr. J. T. Bass, Vice President  
Brotherhood of Railroad Signalmen  
3121 East Colfax Avenue  
Denver, Colorado 80206

AGREED TO

For BROTHERHOOD OF RAILROAD SIGNALMEN

/s/ B. M. Swift, General Chairman  
/s/ W. A. Class, Jr., General Chairman  
/s/ Robert F. Richardson, General Chairman  
/s/ W. W. Lauer, General Chairman

APPROVED:

/s/ J. T. Bass, Vice President  
Brotherhood of Railroad Signalmen

**RULE 12 FROM FORMER ATSF AGREEMENT**

**RULE 12 – CALLS (Procedure)**

(See letter of Understanding dated August 28, 1992, Attachment 1 with regard to use of pagers.)

(a) Employees assigned to, or filling vacancies on a territory shall notify the person designated by the Management where they may be called and shall respond promptly when called. When such employees desire to leave their home station or to be unavailable for call for a period of time in excess of three hours, they shall as much in advance as possible, notify the person designated by the Management that they will be away or unavailable. They will also advise about when they will again be available for service.

(b) When necessary work is to be performed outside of assigned hours on an assigned territory, employee(s) will be called in the following order, if they are available and can be located promptly;

- (1) The assigned maintainer
- (2) Any adjoining maintainer(s) on the same seniority district.

(See Letter of Understanding dated June 12, 1990, Attachment 2 concerning who is considered an adjoining maintainer.)

- (3)-a Any hourly rated employee(s) on the same seniority district who has given the Signal Supervisor written notice, including his home address and phone number, of his desire to work overtime.
- (3)-b If the trouble occurs on a territory which adjoins a territory in a different seniority district, the maintainer assigned to said adjoining territory may be called if he is closer to the trouble than any employ referred to in (3) (a) hereof.
- (4) The closest maintainer on the seniority district or, if Carrier desires, a Signal Inspector or Signal Foreman who is closer to the trouble than the maintainer referred to in this Step 4.

All of the above-prescribed steps are predicated upon “availability.” An employee will not be considered “available” for call under this Rule if:

- + (i) he resides more than 20 miles from the nearest point on his assigned territory (maintainers and hourly rated employees only),
- (iii) he is registered as “away or unavailable” under (a) of this rule (maintainers and hourly rated employees only)
- (iv) he is on rest due to the Hours of Service Act

+This will not apply to (1) those who, as of January 1, 1983, maintain their residence outside this 20-mile range, as long as they continue to live in that residence, (2) Vacation Relief Signal Maintainers housed in the most convenient motel or (3) those who are forced to reside outside the 20-mile range solely because of the unavailability of housing within that range (such employe must reside in the nearest location where housing is available to be considered available under this rule.

(b) is from MEMORANDUM OF AGREEMENT dated 10-28-82, effective 1-1-83)

(c) When employes assigned to a signal gang are required to work overtime, the immediately available and qualified senior man or men in the signal gang shall be given preference to such overtime work. Signal gang employes will not be considered "immediately available" unless they are working at or in the immediate vicinity of the point of overtime work, or if for call service, they can be located promptly.

(revised by MEMORANDUM OF AGREEMENT dated 10-28-82)

(See Letter of Understanding dated August 28, 1992, Attachment 1 regarding the use of pagers.)

(d) Where the phrase "located promptly" appears within this Rule, it means that the employee, when called by telephone, shall be called three times within a time spread of not less than six minutes, permitting the telephone to ring several times on each attempt before concluding the employee is not available. Each call shall be logged by the individual making such calls.

**RULE 13 FROM FORMER ATSF AGREEMENT**

**RULE 13 – CALLS (PAY)**

\*(a) Service rendered by an employee on his assigned rest day or days shall be paid for under this Rule.

(b) Employees called to perform work outside of and not continuous with their regularly established working hours will be paid a minimum allowance of four hours for two hours and 40 minutes' work or less; if held longer than two hours and 40 minutes they will be paid at rate of time and on-half computed on the actual minute basis. The time of employees so called will begin at the time required to report and end upon return to designated point at home station; if called for immediate service, time will begin at time called. This paragraph does not apply to employees paid under the provisions of Rule 18 or 19.

(c) Signal Inspectors or Signal Foremen will be paid at the rate of time and one-half only for services rendered as follows:

- (1) Services rendered by Signal Foremen or Signal Inspectors on Sundays will be subject to compensation under the provisions of this paragraph (c).
- (2) Signal Foremen, in charge of gangs which are regularly assigned to and which work more than eight hours a day Monday through Friday and/or Saturday, shall be paid additional compensation on the basis of one and one-half times their hourly rate for such time as such gangs are assigned to and work in excess of eight hours per day. No additional compensation is to be paid the Signal Foreman for any incidental overtime in excess of the regular assignment that may be worked by the gang under his jurisdiction.
- (3) Signal Inspectors regularly assigned to and working more than eight hours a day Monday through Friday and/or Saturday, shall be paid additional compensation on the basis of one and one-half times their hourly rate for such time as they are assigned to and work in excess of eight hours per day. No additional compensation is to be paid the Signal Inspector for any incidental overtime in excess of his regular assignment, except as provided in Paragraph 4 below.

NOTE: The term "regularly assigned" as used in Items (2) and (3) above means a change by written notice from the regular eight hour day to a regular work assignment in excess of eight hours per day, as opposed to incidental day-to-day overtime. Such notice shall be in writing and will apply to planned overtime.

(See Letter of Understanding dated October 16, 1978, Attachment 3 regarding extra payment for Signal Inspectors and Signal Foreman citing examples.)

- (4) Signal Inspectors or Signal Foremen may be called and used to perform the work of a Signal Maintainer in accordance with the provisions of Rule 12 (b). In such cases, they will be paid under the provisions of this Rule 13 (b). Signal Inspectors or Signal Foremen who direct Signal Maintainers making emergency repairs on any day Monday through Friday or on Saturday will not be allowed additional compensation.
- (5) The hourly rate of pay for Signal Foremen and Signal Inspectors shall be determined by dividing the respective monthly rates of pay by 213 hours.

(Rule 13 (c) (5) revised effective 1-1-76)

**RULE 14 FROM FORMER ATSF AGREEMENT**

**RULE 14 – OVERTIME ON HOLIDAYS**

\*(a) Except as provided in Rule 3(b)-3 and Section 2(b) of Appendix No. 2, work performed on established holidays, as specified in the August 21, 1954 Agreement, as amended, (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or by proclamation shall be considered the holiday), shall be paid in accordance with Rule 13. This rule does not apply to monthly rated employees covered by Rule 39(a).

\*(b) Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

**RULE 15 FROM FORMER ATSF AGREEMENT**

**RULE 15 – REQUIRED TO STAND BY**

(a) On regularly assigned workdays, when an employee is requested by a Company officer to remain at his home station outside of his regularly assigned hours, he will be compensated at the pro rata rate for the actual hours held, up to a maximum payment of eight hours for the total time so held in a 24-hour period computed from his regular starting time. Such employee will be paid under the call or overtime rule for any actual work he performs outside regularly assigned hours and under proper instructions, but such time worked will not be also considered held time for pay purposes. Held time will commence at the hour designated by the Company officer when notifying the employee to remain at home station and shall end when released by a Company officer.

(b) On designated rest days or on one of the designated holidays which falls on a day that would otherwise be considered a workday, an employee who is requested by a Company officer to remain at his home station on such days shall be allowed a payment of eight hours at the pro rata rate for each day or portion thereof so held in a 24-hour period computed from starting time established for workdays. In addition, and limited to such a holiday, such employee will be paid holiday allowance if qualified therefor. Additionally, on designated rest days and holidays as referred to herein, such employee will be compensated under the call or overtime rule for any work actually performed under proper instructions on such days. Such advance notice as may be possible will be given employees whom it is desired to have remain at home station during any portion of their rest days and/or designated holidays as mentioned herein.

**CONSTRUCTION OF AC METER POLES AND PEDESTALS**

1700 East Golf Road  
Schaumburg, Illinois 60173-5860

November 2, 1992

Mr. W. H. Little, General Chairman  
Brotherhood of Railroad Signalmen  
211 Dorris Place  
Stockton, California 95204

Dear Sir:

This will confirm our discussion in claims conference on August 27 and 28, 1992, concerning claims submitted by your Organization involving meter poles and meter pedestals.

It is understood that the Carrier may purchase AC meter poles and AC meter pedestals with meters fully attached; however, it is understood Santa Fe Signal Department forces would place the poles and or pedestals in the ground and perform all trenching, laying of conduit, laying of cable and make all appropriate connections, etc., from the meter pole/pedestal to the signal apparatus and or appurtenance so long as such work is to be performed on Santa Fe property.

It was further understood that the above will not prohibit Santa Fe Signal forces from building meter poles/pedestals.

General Chairman

Yours, truly,

APPROVED:

L. L. Broxtermen  
Manager – Labor

Relations  
Vice President

**LETTER OF UNDERSTANDING**

Chicago, May 13, 1975  
14-1940-160

Mr. Richard R. Van Vacter, General Chairman  
Brotherhood Railroad Signalmen  
AT CHICAGO

Dear Sir:

In connection with negotiations in Chicago this date, it was agreed that Agreements contained in Letter of Understanding dated October 27, 1961, Memoranda of Agreements "A", "B" and "C" dated December 7, 1966, and Letter of Understanding dated August 24, 1970, concerning the operation, manning and use of ditching machines, earth boring machines, and Locomotive Crane No. 199646 as well as any other Letters of Understanding or Memoranda of Agreement dealing with this subject are hereby cancelled.

It was agreed that a Signalman or Student Signalman will be assigned to operate ditching machines or earth boring machines whenever such machines are used for Signal Department work.

It was further agreed that when it is not possible to contract the use of a digging machine without an operator a Signalman or Student Signalman will be required to work with the machine operator and perform no other signal work.

(Signatures not reproduced)

**ATTACHMENT 1**

August 28, 1992  
14-1580  
14-2340-40

Mr. W. H. Little, General Chairman  
Brotherhood of Railroad Signalmen  
211 Dorris Place  
Stockton, California 95204

Dear Sir:

Recently, many Quality Improvement Requests (QIR) were received by the Santa Fe from Signal Department employees requesting that signal maintainers be given pagers.

This will confirm our discussion in conference on August 27 and 28, 1992, concerning this matter. It was agreed a signal maintainer will have the option to use a pager or to remain being called on the telephone under Rule 12(a). Employees electing to remain being called by the telephone will be called by the company one time for a period of one minute.

Initially, each signal maintainer will be canvassed to determine which method he desires to be contacted under; thereafter, if the signal maintainer desires to make a change, he must inform the company.

Employees electing to be contacted by a pager will be allowed ten minutes within which to respond before the next employee is called.

It was agreed to try the use of pagers on a trial basis until March 1, 1993; during the month of March 1993, either party may cancel this Agreement by serving written notice on the other party. If neither party elects to cancel his Agreement during March 1993, then this Agreement can only be canceled by agreement of the parties.

If the above correctly records our understanding and agreement, please so indicate by placing your signature in the space provided below.

Yours truly,

/s/ John J. Fleps  
John J. Fleps  
Assistant Vice President –  
Labor Relations

/s/ W. H. Little  
General Chairman

Approved:

/s/ V. Van Ortsdalen  
Vice President, BRS

**ATTACHMENT 2**

June 12, 1990  
14-1580-60-11

Mr. Richard R. Van Vacter, General Chairman  
Brotherhood of Railroad Signalmen  
P. O. Box 20337  
Denver, Colorado 80220-0337

Dear Sir:

This will confirm our discussion in conference regarding the Signal Maintainers at Kansas City.

Presently, there are five signal maintainer positions in the Kansas City area. In order to eliminate confusion as to who is an adjoining signal maintainer, it was agreed that henceforth these five positions at Kansas City would all be considered as adjoining maintainers.

In applying Rule 12(b), the local parties will work in a cooperative effort to balance the number of calls between Signal Maintainers to the extent possible.

If the above correctly records our understanding, please so indicate by placing your signature in the space provided below.

Yours truly,

/s/ L. L. Broxterman  
L. L. Broxterman  
Manager – Labor Relations

/s/ Richard R. Van Vacter  
General Chairman, BRS

Approved:

/s/ V. Van Ortsdalen  
Vice President, BRS

**ATTACHMENT 3**

October 16, 1978  
14-1580-180

Mr. Richard R. Van Vacter, General Chairman  
Brotherhood of Railroad Signalmen  
1270 Oneida  
Denver, Colorado 80220

Dear Sir:

Please refer to my letter of April 23, 1976, and your reply thereto dated May 17, 1976, concerning the interpretation and application of Article II, Sections 13-(b)-2 and 13-(b)-3 of the Signalmen's Agreement, effective July 1, 1975.

Sections 13-(b)-2 and 13-(b)-3, including the "NOTE" appearing under the latter Section, limit extra payment to Signal Foremen and Signal Inspectors on Monday through Saturday to situations in which such employes are notified by written notice that their regularly assigned hours are being changed for several days to work more than eight hours per day. Such employes are regularly assigned by written notice to work overtime only when it can be foreseen that several days of overtime work will be necessary to expedite the completion of a signal project.

The following examples were cited in explaining the views and understanding of the Rules involved:

EXAMPLE 1: A project is planned and it is considered necessary that a gang be worked 9 or 10 hours a day Monday through Friday and/or Saturday for a one, two or three week period, etc. The Signal Foreman in charge of said gang is to be paid at the applicable overtime rate for all such planned regularly assigned overtime actually worked by him within the said period.

EXAMPLE 2: A gang is working on a project which it expects to complete during the regular eight-hour day. However, the work does not progress as expected and it is necessary to work several hours of overtime in order to complete the project. Such overtime work is "incidental overtime" and the Signal Foreman and/or Signal Inspector is not to be compensated beyond his regular monthly salary for such service.

EXAMPLE 3: A gang is working on a project in which it is foreseen that some overtime work may be involved and the employes are notified in advance of such expectation. However, the expected and planned overtime is of a short one or two day duration and is considered planned "incidental overtime." Since such overtime service is "incidental overtime," the Signal Foreman and/or Signal

Inspector is not to be compensated beyond his regular monthly salary for such service. However, if such “planned incidental overtime” develops to last for more than two days, the Signal Foreman and/or Signal Inspector who is required to work more than eight hours per day for three or more days on such a project shall be paid at the applicable overtime rate for actual time worked in excess of eight hours per day for each day of the project.

Except as provided in EXAMPLE 3, planned overtime payment to Signal Foremen and Signal Inspectors will be made only for planned regularly assigned overtime. Any “incidental overtime”, planned or otherwise, is not considered overtime payable under the provisions of the above cited Rules.

If you are in agreement and concur with that stated above, please so indicate by signing in the space provided, returning the original copy to the undersigned.

Yours truly,

/s/ F. L. Elterman  
F. L. Elterman  
Vice President  
Personnel and Labor Relations

/s/ Richard R. Van Vacter  
General Chairman, BRS