

# Memorandum of Agreement

Between

**Burlington Northern Santa Fe Railroad Company**

And

**United Transportation Union**

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**Establishment of special condition remote control yard assignments at Terminal 6 and Rivergate yards located at Portland, OR in exchange for a moratorium on the lease, sale or abandonment affecting road and/or yard operations thereat.**  
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## **Article I – Establishment of Special Condition Assignments**

The Burlington Northern Santa Fe (hereinafter referred to as BNSF or Carrier) upon ten (10) days written notice to the United Transportation Union (hereinafter referred to as the UTU) will establish remote control operations (RCO) yard assignments at Terminal 6 and Rivergate yards located in the Portland, OR Terminal. The RCO assignments will be referred to as Special Condition assignments and will be subject to the terms and conditions herein.

## **Article – II Crew Consist of Special Condition Yard Assignments**

Each Special Condition RCO yard assignment at Terminal 6 and Rivergate will be manned with a minimum of a two (2) person train service crew: 1) RCO foreman/operator who is qualified and certified as an engineer for the Terminal 6 and Rivergate yard service work, and 2) a RCO helper/operator.

## **Article III – Scope of the Special Condition Yard Assignments**

The Special Condition assignments will perform the normal work presently performed by the following yard assignments at Terminal 6 and Rivergate: 130, 229, 230, 329, 330, 331 and Relief 495R. See Side Letter No. 1 herein which identifies the work of these assignments. Special Condition assignments will not

be utilized to perform Hours of Service Relief or transfer work outside the switching limits in effect at the Portland Terminal as of June 1, 2005.

## **Article IV – Operational Needs of Special Condition Assignments**

The locomotive(s) on the Special Condition RCO assignments will be controlled by the foreman and/or helper via remote control transmitter (RCO mode), or, on an as needed, but limited basis, from the control stand (conventional mode) by the engineer qualified foreman. The foreman and helper will each be provided with a properly functioning remote control transmitter (RCT). Crew members will not be required to work with only one functioning RCT, nor will they be censured or disciplined for refusing to do so. Crew members will not be subject to discipline or censure when incidents or violations occur because RCO equipment or its related appurtenances fail to perform as intended.

## **Article IV – Training for Special Condition Assignments**

### **Section 1 – Special Condition Assignment Qualifications**

Train service employees on Special Condition assignments at Terminal 6 and Rivergate must have successfully completed the RCO training program in effect for the Portland Terminal. The foreman on the Special Condition assignments must be at a minimum, engineer qualified for the Terminal 6 and Rivergate operations and maintain certification under 49 CFR Part 240 – Engineer Certification.

### **Section 2 – Foreman Training Criteria**

RCO Foremen who are not qualified and certified engineers will receive adequate training in a timely manner so as to not needlessly restrict their seniority to or from working Special Condition assignments. The training on the Terminal 6 and Rivergate Special Condition assignments will be of sufficient duration and complexity that it will meet the qualifications for yard service engineers. But, because the training is limited to the Special Condition assignments, the foremen will not establish engineers' seniority.

### **Section 3 – Foreman Training Compensation**

Foremen who are not qualified engineers and are receiving training on Special Condition assignments to become qualified to operate the locomotive(s) in the conventional mode will be paid as through they were the incumbent foremen on the assignments.

## **Section 4 – Selection of Applicants to be Trained for the Foreman Positions**

1. The Carrier prior to implementation of the Special Condition assignments will advertise pursuant to the bulletin procedures for new assignments for applicants to participate in a training program to become qualified to work the foreman positions on the Special Conditions assignments. A sufficient number of applicants to protect the Special Condition assignments and vacancies thereon will be selected in seniority order. It will not be necessary to train all trainmen in the Portland area for the Special Condition assignments, but the training must be on-going to ensure a qualified workforce to protect the foreman positions, plus vacancies so that seniority is not needlessly restricted.

**Note:** Training to become RCO qualified for the foreman/operator and helper/operator positions will be conducted pursuant to the terms and conditions set forth in Section 3 of the 2002 UTU National Remote Control Agreement and/or any local rules or practices in effect.

2. The UTU Local Chairperson and designated manager will work together to assure that the training is on-going and those trainmen who desire access to or departure from Special Conditions assignments are accommodated pursuant to their seniority rights in a timely manner.
3. Subsequent to implementation, if a trainman has sufficient seniority to work a Special Condition foreman's assignment, but is not qualified to operate the locomotive from in the conventional mode, he/she must notify the manager in writing of his/her desire for training. Upon completion of that training, seniority permitting, a qualified trainman must exercise his/her seniority to a Special Condition foreman's assignment.

## **Article V – Compensation for Special Condition Assignments**

### **Section 1 - Foreman Compensation**

The foreman on a Special Condition assignment will be compensated at the footboard yardmaster rate, plus the forty-six (46) minutes allowance set forth in Section 2 of the UTU 2002 National Remote Control Agreement and the \$5.00 engineer certification allowance provided for in Arbitration Board 564.

## **Section 2 – Helper Compensation**

The helper on a Special Condition assignment will be compensated at the foreman's rate, plus the forty-six (46) minutes allowance set forth in Section 2 of the UTU 2002 National Remote Control Agreement.

## **Section 3 – Compensation Preservation and Service Scale**

Trainmen working Special Condition assignments will receive all the compensation and allowances set forth in Section 1 and 2 of Article V, herein, regardless if an engineer is added to the assignment. Service scale rates will not apply to train service employees working Special Condition assignments.

## **Article VI – Workforce Stability**

### **Section 1- Stability Period**

The parties recognize Special Condition assignments require that the RCO operators have special skills in addition to those required for regular non-Special Condition assignments. Because of the additional training and skill development involved in becoming qualified to work Special Condition assignments, trainmen who become qualified and assigned to such assignments will be permitted and obligated to protect the Special Condition assignments for a minimum 30 days stability period. Accordingly, trainmen who become assigned to Special Condition assignments will not be subject to displacement by other trainmen during the 30 days stability period. Once a Special Condition assignment is established it can not be annulled or abolished for 30 days. A trainman on a Special Condition assignment, who has satisfied the 30 days stability requirement, may remain on the assignment, exercise seniority to another Special Condition assignment where the junior incumbent has satisfied the 30 days stability requirement, or exercise seniority elsewhere consistent with the collective bargaining agreement. If a Special Condition assignment is abolished, the incumbent may displace any junior trainman on a Special Condition assignment, regardless of whether or not the junior trainman has satisfied the 30 days stability period, or exercise seniority elsewhere pursuant to the collective bargaining agreement. If a Special Condition assignment is annulled the incumbent may remain on the assignment and be compensated a minimum day and the allowances set forth in Article V herein, for each day annulled, or may displace any junior trainman on a Special Condition assignment, regardless of whether or not the junior trainman has satisfied the 30 days stability period, or exercise seniority elsewhere pursuant to the collective bargaining agreement. The trainmen on Special Condition assignments, who are subsequently displaced as a result of the initial displacement being induced because of

the annulment or abolishment of a Special Condition assignment may displace junior trainmen off Special Condition assignments, regardless of whether or not the junior trainmen have satisfied the 30 days stability period, or exercise their seniority elsewhere pursuant to the collective bargaining agreement. The 30 days stability period shall be measured from the date the trainman first performs service on the Special Condition assignment.

**Note 1:** A RCO qualified, or a RCO and engineer qualified trainman, not holding a Special Condition assignment, may exercise a right of displacement to a respective position on a Special Condition assignment if the trainman has insufficient seniority to displace to any other work opportunity protected from that location. The waiver of the 30 days stability period and associated conditions as outline above for Special Condition assignments that are annulled or abolished, will also apply in this circumstance.

**Note 2:** The 30 days stability period requirement will not apply to a trainman who enters the fireman-in-training program for promotion to engineer.

## **Section 2 – Stability Allowance**

Any RCO qualified trainman who works a Special Condition assignment will be entitled to receive a stability allowance in the form of an additional one hour payment per tour of duty. This one hour stability allowance is in addition to any other allowance(s) paid under existing agreements. The parties recognize the preceding sentence supersedes the language "*In no event will there be more than one such payment to an employee per tour of duty*" contained in Section 2 of the August 20, 2002 UTU National Remote Control Agreement with respect to the payment of the stability allowance as set forth herein.

**Note:** In the event a subsequent agreement eliminates or reduces the one hour stability allowance, same will eliminate the 30 days stability period requirement unless the parties mutually agree to retain the one hour stability allowance and 30 stability period.

## **Article VII – Moratorium**

As the result of the terms and condition cited herein, the BNSF agrees not to sell, lease, abandon or effectuate a similar transaction for a period of five (5) years that would affect road or yard train operations in the Portland, OR Terminal area. The Portland Terminal area is defined as all lines and yards in the yard/road zone established pursuant to Article VIII, Section 2, paragraphs (c) and (d) of the

UTU 1985 National Agreement. The five (5) year moratorium will remain in effect regardless if the terms and conditions of this agreement is implemented or utilized.

## **Article VIII – General Conditions**

### **Section 1- Without Prejudice**

This Agreement is without prejudice to either party's position on the subject matters addressed herein.

### **Section 2 – Non-Referral**

This Agreement is made on a non-referral basis and will not be cited for any reason, in any forum, except by the parties' signatory for the administration, interpretation and resolution of disputes emanating from this Agreement.

### **Section 3 – Effect**

The effect of this Agreement is only to modify only the terms and conditions cited herein. All other terms and conditions remain in effect. When a conflict arises between an existing agreement and this agreement, this agreement will apply.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2005 at Ft. Worth, TX.

For the  
United Transportation Union:

For the  
Burlington Northern Santa Fe:

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John D. Fitzgerald  
General Chairman – UTU

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Wendell Bell  
General Director Labor Relations