

**ENGINEERS TEMPORARY TRANSFER AGREEMENT**  
**between**  
**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**  
**and the**  
**THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

The purpose of this agreement is to establish procedures that allow engineers to temporarily transfer between seniority districts. This Agreement does not affect any existing provisions that provide for the movement of engineers within existing seniority districts.

**1 Temporary Transfers**

1.1 When there exists a temporary need for engineers on a seniority district and there are surplus engineers on seniority districts subject to the terms of this agreement, engineers on the Seniority Districts where there is a surplus may, upon notification, apply for temporary transfer to the Seniority District where the shortage exists.

1.1.1 The advertisement will be posted for a period of not less than ten (10) days on seniority districts subject to the terms of this Agreement where there is a surplus of engineers. The notice will list the seniority district in need, the expected duration of the shortage and the home terminal to which the successful applicants will likely be assigned.

1.1.2 Applicants will be selected in seniority order, up to the number of engineers that BNSF determines are needed. In the event two or more engineers from different districts have the same seniority date, they will be selected among age, with the oldest employee themselves in order of their relative chronological ranked first.

1.1.3 Upon acceptance of their bid for the temporary transfer, successful applicants cannot refuse the temporary transfer.

1.1.4 Successful applicants temporarily transferring under the terms of this Agreement will automatically be granted a leave of absence from the original Seniority District in order to perform service on the temporary seniority district.

1.1.5 An engineer who was on vacation, leave of absence, or otherwise did not have access to the notice referenced in Section 1.1.1 will be permitted to displace a junior engineer who previously reported and is working on the temporary seniority district. In such case, the senior engineer will not receive the \$750 temporary transfer allowance provided in Section 1.2.1 nor the transportation expenses provided in Section 1.3.

1.2 Successful applicants will be notified of the home terminal assigned on the temporary Seniority district and will have five (5) days to report to the temporary home terminal.

1.2.1 Successful applicants will receive a \$750.00 temporary transfer allowance within two weeks of reporting to the new location. If the successful applicant does not satisfy the provisions of Section 1.9 hereof, the transfer allowance will be recovered by the BNSF.

1.2.2 The BNSF may elect to request that the successful applicant report before the five (5) day period and be paid a daily bonus of \$100.00 per day for each full calendar day that the engineer reports and assumes service (including familiarization trips) before the five (5) day period expires. The maximum payment under this Section to be \$500.00.

1.3 Subject to Section 1.9, temporarily transferred engineer will be furnished transportation, or mileage at the appropriate rate, to and from the assigned home terminal on the temporary Seniority District.

1.4 Temporarily transferred engineers will be paid a daily lodging and expense allowance of \$80.00 from the time of leaving the home seniority district until released from the temporary seniority district. The BNSF may elect to provide suitable lodging to the temporarily transferred engineer and, when such lodging is provided, the daily expense allowance will be reduced to \$40.00.

1.4.1 This Section 1.4 shall not apply when the temporarily transferred engineer's assigned home terminal on the temporary seniority district is 50 miles or less from his or her original home terminal.

1.5 Temporarily transferred engineers will receive a weekly premium payment of \$500.00 for each seven-day consecutive period that the engineer is available for service during the first 49 days of the temporary transfer.

1.5.1 If the temporary transfer continues for in excess of 49 days, the weekly premium payment will be increased to \$600.00 for each subsequent seven-day consecutive period.

1.5.2 If the temporary transfer continues for in excess of 99 days, the weekly premium payment will be increased to \$700.00 for each subsequent seven-day consecutive period.

1.5.3 If the temporary transfer continues for in excess of 149 days, the weekly premium payment will be increased to \$800.00 for each subsequent seven-day consecutive period.

1.5.4 In the event a temporarily transferred engineer lays off (except as provided for in Section 1.5.6), lays off on call for service or misses call premium payment for that week will be reduced by an amount derived by dividing the weekly premium payment by seven and multiplying by 1.5, thereby reducing the

premium payment for each full 24 hour period the engineer is unavailable for service.

1.5.5 In the event the temporarily transferred engineer is released before the end of a seven-day consecutive period, the premium payment for that week will be divided by seven (7) and multiplied by the number of days, including one day following either the last day worked or the release date, whichever is later.

1.5.6 Temporarily transferred engineers will be allowed to lay off four (4) consecutive days in each 45 day period, without reduction in premium pay.

1.6 The daily lodging and expense allowance, as well as the weekly premium payments provided in Sections 1.4 and 1.5 will be in addition to all other earnings or payments made to the temporarily transferred engineer.

1.7 Engineers who temporarily transfer to a seniority district subject to the terms of this Agreement will be governed by Sections 1.7.1 through 1.7.5 and will not be subject to the terms of Sections 1.8.1 through 1.8.3.

1.7.1 Temporarily transferred engineers will not temporary seniority district or rank senior to permanent engineers who subsequently establish seniority on that seniority district. Such temporarily transferred engineers will rank among themselves in order based on the date and time they are marked up available for service.

1.7.2 The temporarily transferred engineer is subject to becoming familiar and qualified on the territory to which assigned to operate in accordance prevailing schedule agreements and BNSF operating rules.

1.7.3 Temporarily transferred engineers will be released promptly after the temporary shortage of engineers is alleviated in reverse seniority order or by senior engineer requesting release.

1.7.4 Temporarily transferred engineers will retain seniority on the home seniority district unless the engineer fails to assume such seniority within fifteen (15) days of being released from the temporary seniority district. Failure to assume seniority on the home seniority district within the fifteen (15) day period will result in the loss of seniority standing on the home Seniority District, unless other arrangements are made with the appropriate BNSF officer.

1.7.5 In the event a temporarily transferred engineer is scheduled to take vacation prior to being released from the temporary Seniority District, BNSF will consult with the employee and either reschedule the vacation or arrange for pay in lieu, thereof.

1.8 Engineers who temporarily transfer to a seniority district that is not subject to the terms of this Agreement will be governed by Sections 1.8.1 through 1.8.4 and will not be subject to Sections 1.7.1 through 1.7.5.

1.8.1 Temporarily transferred engineers will establish seniority based upon the Agreement provisions applicable to engineers on the temporary seniority district.

1.8.2 Temporarily transferred engineers will be released promptly after the temporary shortage of employees is alleviated in reverse seniority order or by senior engineer requesting release.

1.8.3 Temporarily transferred engineers will retain seniority on the home seniority district unless he/she fails to assume such seniority within fifteen (15) days of being released from the temporary Seniority district. Failure to assume seniority on the home Seniority district within the fifteen (15) day period will result in the loss of seniority standing on the home seniority district, unless other arrangements are made with the appropriate BNSF officer.

1.8.4 The temporarily transferred engineer is subject to becoming familiar with and qualified on the territory to which assigned to operate in accordance with prevailing schedule agreements and BNSF operating rules.

1.9 Engineers who temporarily transfer must remain in service in the temporary seniority district for a minimum period of sixty (60) days, unless released earlier by the BNSF.

1.9.1 In case of a bona-fide personal emergency, BNSF will release a temporarily transferred engineer prior to the expiration of sixty (60) days and may recover the \$750 temporary transfer allowance.

## **2 Emergency Engineer Service**

2.1 In the event of an immediate emergency need during a manpower shortage, the BNSF may first offer temporary service to engineers who submit a standing written request for all emergency service. The written request must be submitted on the prescribed form provided by the BNSF.

2.1.1 Application for emergency engineer service will be accepted in engineer seniority order, subject to availability on the home district of the engineer and up to the number of engineers by which the BNSF desires to increase the work force. In the event two or more engineers have the same seniority date, they will be ranked on the emergency engineer list in order of their relative chronological age, with the oldest employee ranked ahead.

2.2 Engineers who submit a standing written request for all emergency service must be available upon twenty-four (24) hours notice to report to the location where the emergency exists.

2.2.1 The application may be withdrawn upon ten (10) days' written notice to the General Director of Crew Management when an application is withdrawn, the engineer shall not be allowed to re-apply for a period of thirty (30) days.

2.3 BNSF will call these engineers on an as needed and qualification basis until released from the location; however, it is clearly understood such engineers will not be

used ahead of or instead of engineers entitled to an assignment or position under prevailing agreements. The Local Chairman and the designated carrier officer may agree to other arrangements for call and use of these emergency engineers.

2.4 Emergency engineers will be guaranteed under the applicable Extra Board Agreement in effect at the location where assigned. The guarantee will, subject to proration, begin on the day the emergency engineer leaves his home location and continues through and including the day following the day released.

2.4.1 The engineer must be available for the entire period, up to 21 days, or forfeit the entire guarantee.

2.4.2 If the extra board guarantee rate at the engineer's home terminal is greater than the rate at the location assigned, BNSF will allow for difference in guarantee rates after the completion of the emergency service.

2.5 An emergency engineer will receive a \$500.00 temporary transfer allowance within two weeks of reporting to the new location. If the emergency service exceeds seven (7) days, the emergency engineer will receive an additional \$500 temporary transfer allowance.

2.5.1 If the engineer voluntarily leaves the emergency service prior to release by BNSF provided for in Section 2.5 hereof, the transfer allowance will be recovered by the BNSF.

2.6 An emergency engineer will be furnished transportation, or mileage at the appropriate rate, to and from the assigned home terminal on the temporary seniority district. The BNSF will determine the mode of transportation.

2.7 Emergency engineers will be paid a daily lodging and expense allowance of \$80.00 from the time of leaving the home seniority district until release from the temporary seniority district. The BNSF may elect to provide suitable lodging to the temporarily transferred engineer and, when such lodging is provided, the daily expense allowance will be reduced to \$40.00.

2.7.1 This Section 2.7 shall not apply when the emergency engineer's assigned home terminal on the temporary seniority district is 50 miles or less from his or her original home terminal.

2.8 Emergency engineers will not be held for the emergency service longer than twenty-one (21) days

2.9 During the twenty-one (21) days described in Section 2.8, emergency engineers will receive a weekly premium payment of \$500.00 for each seven-day consecutive period that the engineer is available for service.

2.9.1 In the event an emergency engineer lays off, lays off on call for service or misses call for service, the premium payment for that week will be reduced by an amount derived by dividing the weekly premium payment by seven and

multiplying by 1.5, thereby reducing the premium payment for each 24 hour period that he is unavailable for service.

2.9.2 In the event the emergency engineer is released before the end of a seven-day consecutive period, the premium payment for that week will be divided by seven (7) and multiplied by the number of days, including one day following either the last day worked or the release date, whichever is later.

2.9.3 The daily lodging and expense allowance provided in Section 2.7, as well as the weekly premium payments, will be in addition to all other earnings or payments made to the emergency engineer.

2.10 Emergency engineers will not accumulate seniority on the temporary seniority district or rank senior to permanent engineers who subsequently establish seniority on that seniority district.

2.11 Emergency engineers will retain seniority on the home seniority district unless the engineer fails to assume such seniority within fifteen (15) days of being released from the temporary seniority district. Failure to assume seniority on the home seniority district within the fifteen (15) day period will result in the loss of seniority standing on the home seniority district, unless other arrangements are made with the appropriate BNSF officer.

2.12 In the event an emergency engineer is scheduled to take vacation prior to being released from the temporary seniority district, the BNSF will consult with the employee and either reschedule the vacation or arrange for pay in lieu, thereof

### **3 General**

3.1 Nothing contained in the provisions of the agreement shall be construed as modifying or changing the provisions of any existing Rule or Agreement except as herein specifically provided for.

3.2 The monetary allowances, bonuses and premium payments received under the provisions of this agreement will not be used for purposes of computing vacation pay or lump sum payments, nor will they be used against guarantee payments.

Signed this 1<sup>st</sup> day of October, 1997.  
(Signatures not reproduced)

## **Side Letters to the Temporary Transfer Agreement**

### **Side letter #1**

This is to confirm our understanding in connection with jury duty for engineers,  
ARTICLE XII- Jury Duty

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

(1) An engineer must furnish the BNSF with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.

(3) No jury duty pay will be allowed for any day on which the engineer is entitled to vacation or holiday pay.

(b) The provisions of this agreement do not limit or restrict jury duty payments made under the provision of state or local statutes

### **Side Letter #2**

This is to confirm our understanding in connection with health care benefits for suspended engineer and their dependents.

We agree that when an engineer represented by these committees is suspended, the BNSF will continue to pay the premiums normally required of it to the appropriate insurance provider(s) so that the suspended employee and his dependents may retain health care coverage during the period of the suspension to the same extent as if the employee were still in service.

### **Side Letter #3**

Effective with the implementation of the 1997 Engineer's Transfer Agreement, Article XI of the July 26, 1978, National Agreement is amended by the following:

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an engineer's brother, sister, parent, child, spouse or spouse's parent; death of a half-brother or half-sister; death of a stepbrother, step sister, stepparent or step child.

This letter is also applicable to a family relationship through the legal adoption process.

In such cases, three (3) basic days' pay at the rate of the last service rendered will be allowed anytime during the seven (7) days following the date of death provided the engineer is off on those days. An engineer need not have stood to work on one or more of the days in order to receive bereavement leave pay.

Bereavement pay will not be applicable during an engineer's vacation. Also, if an engineer qualifies for holiday pay on a holiday which occurs on a day the engineer also qualifies for bereavement leave pay, he will only be entitled to one basic day's pay for that day.

Engineers involved will make provision with their supervisors in the usual manner for taking bereavement leave.