

## MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY COMPANY

And The

SMART – Transportation Division

The Parties to this Agreement desire to establish procedures that allow employees to either permanently transfer between seniority districts, or temporarily transfer between seniority districts or within the same seniority district, to augment ground service manpower needs. This Agreement does not affect or change any existing provisions governing the proper exercise of seniority by employees within seniority districts.

For purposes of this Agreement:

The term "train service position" means any craft position subject to the collective bargaining agreements held by SMART - Transportation Division, formerly the United Transportation Union.

The term "train service employee" means any employee who possesses seniority as a brakeperson, yardperson or conductor, subject to the collective bargaining agreements held by the SMART -- Transportation Division Committees that are Parties to this Agreement.

For the purpose of this agreement, the term "seniority district" is defined as the entire territory upon which the employee has usable ground service seniority as of the date of this agreement.

### 1. TRANSFER BY PETITION

- 1.1. Train service employees subject to the terms of this Agreement may petition for permanent transfer to another Seniority District by submitting an Electronic Transfer Request Form (ETRF) to the designated Carrier representative. The Carrier will respond by acknowledging receipt of the ETRF and retain that request on file for further consideration. The ETRF shall include the employee's full name, employee ID number, service date, seniority date(s), current mailing address, email address (if available), up-to-date telephone number, and their current work location followed by the seniority district and/or location(s) they wish to transfer to. The employee will also have the option to designate the detail of the transfer request by identifying either a single or multiple locations (in preference order), or an entire seniority district they wish to relocate to. It will be incumbent on the employee to notify the Carrier of any changes to the above required details.
- 1.2. The ETRF may be withdrawn at any time by submitting electronic notice to the designated Carrier representative. If the Carrier grants a transfer based on the ETRF and the employee rejects the approved transfer request, the employee's ETRF is considered void and the employee may not submit another ETRF for a period of 12 months commencing on the date of their rejection.
- 1.3. The Carrier will maintain a list of the ETRFs on file under this Section. The list will be provided to any General Chairman signatory to this agreement upon request, whenever a transfer request is granted, but no less often than quarterly.

- 1.4. The Carrier may elect to hire some or all new employees at the location(s) where additional employees are required in lieu of transferring existing employees. When the Carrier accepts applications(s) for permanent transfer to the location(s) where additional employment positions are available, the applicants will be accepted in seniority order based on their earliest train service seniority date.

Note: the Carrier may depart from granting applications in strict seniority order only with the concurrence of the involved General Chairperson(s).

- 1.4.1. In the event two or more train service employees have the same seniority date (earliest train service date), they will be ranked in order of their relative chronological age, with the oldest employee ranked ahead.
  - 1.4.2. Successful applicants will have fifteen (15) days, after date of notification of acceptance (or release as provided in Section 1.7), to report to the new location.
  - 1.4.3. Successful applicants will have the option of receiving Carrier-provided lodging for a period of forty-five (45) consecutive days commencing with the date of reporting to the new location.
- 1.5. Successful applicants will relinquish train service seniority on their original seniority district. When transferring to a seniority district that is party to this agreement, the employee will establish train service seniority on the new district on the date the transfer is approved. If more than one transfer is granted to the same seniority district on the same day, the employees will be ranked on the new seniority roster based on the earliest train service seniority date. Employees in a new hire class on the new seniority district that started ahead of or on the same day the approved transfer date will rank ahead of the transfer employee(s). When permanently transferring to a seniority district not party to this agreement, the employee will establish train service seniority pursuant to Agreement provisions applicable on the new seniority district. Before a transfer is granted to a seniority district under terms other than those contained within this agreement, the employee will first be advised of such terms and given the option of declining the transfer.
  - 1.6. Train service employees permanently transferring under this Section 1 will be handled as follows:
    - 1.6.1. The number of weeks of vacation that a train service employee is entitled to will be calculated from their continuous service date.
    - 1.6.2. The number of Personal Leave Days that a train service employee is entitled to will be calculated based upon the employee's earliest continuous train service date. Any carry over/banked personal leave days accrued by the transferred employee will be preserved.
    - 1.6.3. Trainmen that were eligible to participate in the Productivity Fund on their former seniority district will be eligible to participate in the Productivity Fund accreditation and distribution on their new seniority district, if applicable. However, they will not be eligible to qualify for reserve board protection on the new seniority district.
    - 1.6.4. There will be no new probationary period.

- 1.6.5. There will be no re-starting of entry rates.
  - 1.6.6. If the train service employee was a promoted conductor on the original seniority district, s/he will be a promoted conductor on the new seniority district.
  - 1.6.7. Train service employees that have established train service seniority prior to November 1, 1985, on the original seniority district will continue to receive "duplicate time payments" as they are defined and applied by the October 31, 1985 UTU National Agreement.
- 1.7. The Carrier may defer releasing the successful applicant(s) for a period not to exceed six (6) months. When release is deferred, successful applicants from a common working location will be held in reverse seniority order. When finally released, the trainman will be ranked on the new seniority district pursuant to 1.5.
  - 1.8. Trainmen with dual seniority (train/engine service) are only eligible for the permanent transfer if they are able to successfully transfer their engine service seniority to the new seniority district under the applicable BLET agreements. If a transfer is subsequently granted under the applicable BLET agreement, the trainman will be ranked on the new seniority district pursuant to 1.5.

## 2. TRANSFER BY BID

- 2.1. Under this Section, trainmen may be offered a permanent transfer to a new seniority district on which they did not previously have trainman seniority, or they may be offered a 3-year defined duration transfer to a location within their current seniority district.
- 2.2. Before posting an advertisement to a location or locations under this Section, the Carrier must first grant all ETRFs to that location. The Carrier may then advertise permanent and/or defined-duration transfers at any location subject to the terms of this agreement rather than hire new employees at an advertised location.

Note: The Carrier may vary from the requirements of this 2.2 only with the concurrence of the involved General Chairperson(s).

- 2.2.1. An advertisement for either a permanent transfer or a defined-duration transfer will be posted for a period of ten (10) days at the selected location(s) subject to the terms of this Agreement. The notice will list the number of positions to be filled and the location to which the successful applicants will be assigned. Upon issuance of the advertisement, the Carrier will electronically broadcast an alert advising all employees of the upcoming transfer bulletin, contact all employees by telephone that are not in active service, and issue a VRU broadcast.
- 2.2.2. Only trainmen that were either assigned to, or last assigned to, a ground service position at the location on the calendar day immediately prior to the date the bulletin was issued will be eligible applicants. If the applicant is a dual seniority employee, they will also be required to satisfy the provisions of Section 1.8.
- 2.2.3. Applicants will be accepted in seniority order based on their earliest train service seniority date. In the event two or more train service employees have the same seniority

date (earliest train service date), they will be ranked in order of their relative chronological age, with the oldest employee ranked ahead.

- 2.2.4. Successful applicants will have fifteen (15) days, after date of notification of acceptance, to report to the new location.
- 2.3. Successful applicants that permanently transfer to a new seniority district on which they did not previously have train service seniority will relinquish train service seniority on their original seniority district. When transferring to a seniority district that is party to this agreement, the employee will establish train service seniority on the new district on the date the transfer is approved. If more than one transfer is granted to the same seniority district on the same day, the employees will be ranked on the new seniority roster based on the earliest train service seniority date. Employees in a new hire class on the new seniority district that started ahead of or on the same day the approved transfer date will rank ahead of the transfer employee(s). When permanently transferring to a seniority district not party to this agreement, the employee will establish train service seniority pursuant to Agreement provisions applicable on the new seniority district. Before a transfer is granted to a seniority district under terms other than those contained within this agreement, the employee will first be advised of such terms and given the option of declining the transfer.
- 2.4. Employees permanently transferring under this Section 2 will be handled as follows:
  - 2.4.1. The number of weeks of vacation that a train service employee is entitled to will be calculated from their continuous service date.
  - 2.4.2. The number of Personal Leave Days that a train service employee is entitled to will be calculated based upon the employee's earliest continuous train service date. Any carry over/banked personal leave days accrued by the transferred employee will be preserved.
  - 2.4.3. Trainmen that were eligible to participate in the Productivity Fund on their former seniority district will be eligible to participate in the Productivity Fund accreditation and distribution on their new seniority district, if applicable. However, they will not be eligible to qualify for reserve board protection on the new seniority district.
  - 2.4.4. There will be no new probationary period.
  - 2.4.5. There will be no re-starting of entry rates.
  - 2.4.6. If the train service employee was a promoted conductor on the original seniority district, s/he will be a promoted conductor on the new seniority district.
  - 2.4.7. Train service employees that have established train service seniority prior to November 1, 1985, on the original seniority district will continue to receive "duplicate time payments" as they are defined and applied by the October 31, 1985 UTU National Agreement.
- 2.5. Successful applicants that transfer for a defined duration to another location within their current seniority district for a period of three (3) years will retain their original trainman

seniority date, rights and privileges. However, during the 3-year period of their defined-duration transfer, they will be subject to the following:

- 2.5.1. At the designated new location they will be afforded a trainman's ranking below all trainmen not subject to Section 2.5 and ranked concurrent with their relative ranking among those subject to the same defined-duration bulletin(s) using their earliest trainman's date. The employee will thereafter accrue relative seniority throughout the 3-year period.
  - 2.5.2. Trainmen on a defined-duration transfer and while working at the designated location will remain subject to all the compensative and protective agreements inherent from their earliest trainman date with the exception of crew consist reserve board eligibility, if applicable.
  - 2.5.3. Following the 3-year defined-duration transfer period, or following a release from a defined-duration transfer, or at any time while working at other than the designated location, the trainman's relative ranking and rights will be restored to that which was in effect prior to the defined-duration transfer, to include restoration of crew consist reserve board eligibility, if applicable.
- 2.6. Successful applicants for a permanent or defined duration transfer under Section 2 will receive the following incentive payments to transfer to the new location.
- \$20,000.00 when the train-service employee reports to the shortage location
  - \$5,000.00 after performing 18 months of actual service at that location
  - \$5,000.00 after performing 36 months of actual service at that location
- 2.7. Trainmen awarded a position under this Section 2 will be required to protect service at transfer location, seniority permitting, for a period of 3 years.
- 2.7.1. If the train service employee voluntarily leaves the new location prior to the expiration of the 3-year period, or fails to return to that location after being involuntarily displaced, s/he shall forfeit all future incentive payments, and the Carrier shall recover any incentive payments made to that individual pursuant to the Agreement. If the employee can no longer hold at the new location and exercises his/her seniority to another location but returns to the transfer location when able to again hold an assignment, the employee will be treated as if s/he had remained at the transfer location and the time will be considered continuous from the original reporting date.
- 2.8. Employees relocating under this Section 2 shall receive the living expenses provided under Section 3.4 of this Agreement for a period of forty-five (45) consecutive days commencing with the date of reporting to the new location.

### 3. TEMPORARY TRANSFERS

- 3.1. When a temporary shortage of train service employees exists at a location and there are surplus employees at another location(s) subject to the terms of this agreement, the Carrier may advertise and offer a temporary transfer at any location with a surplus of employees to the location where there is a shortage. Surplus means that there are train service employees in

volunteer surplus, reserve board, work retention board, and/or furlough status at the source location. The involved General Chairperson(s) or designated representative and designated Carrier officer may agree to post the bulletin at additional locations that do not meet the aforementioned criteria.

- 3.1.1. The advertisement will be posted for a period of four (4) days (96 hours) at the selected location(s). The notice will list the number of positions to be filled, the expected duration of the shortage and the location to which the successful applicants will be assigned. Upon issuance of the advertisement, the Carrier will electronically broadcast an alert advising all employees of the upcoming notice, contact all employees by telephone that are not in active service, and issue a VRU broadcast.
  - 3.1.2. Applicants must either be in active service, volunteer surplus, reserve, work retention, and/or furlough status at the location, and must possess active conductor certification on the date of the advertisement in order to be eligible to bid.
  - 3.1.3. Applicants will be accepted in seniority order based on their earliest train service seniority date at the home location.
  - 3.1.4. Successful applicants temporarily transferring under the terms of this Agreement to a seniority district in which they presently do not hold seniority, will automatically be granted a leave of absence from the original seniority district in order to perform service on the temporary seniority district.
  - 3.1.5. An employee who was on vacation, leave of absence, or otherwise did not have access to the notice referenced in Section 3.1.1 will be permitted to displace/place at the temporary location pursuant to Agreement provisions at that location. In such case, the senior employee will not receive the temporary transfer allowance provided in Section 3.2.1 nor the transportation expenses provided in Section 3.3. The Carrier may release the junior employee on temporary transfer or decide to increase temporary transfers at that location. If released, the employee will be subject to the displacement provisions in Section 3.8.
- 3.2. Successful applicants will have five (5) days from notification to report to the temporary location.
    - 3.2.1. Successful applicants will receive a \$960.00 temporary transfer allowance. If the successful applicant does not satisfy the provisions of Section 3.12 hereof, the transfer allowance will be recovered by the Carrier and the employee will not be allowed any compensation to return to their original home terminal.
    - 3.2.2. The Carrier may elect to request that the successful applicant report before the allowed time period and will pay a daily bonus of \$133.00 per day for each 24 hour period that the employee reports and assumes service (including familiarization trips) before the allocated period expires. The maximum payment under this Section will be \$532.00.
  - 3.3. Temporarily transferred train service employees will be furnished transportation to and from the temporary location. Should the employee elect to use his/her own means of transportation, the employee will be reimbursed actual mileage traversed at the appropriate rate. In the latter scenario, the employee will not be provided transportation at the temporary location.

- 3.4. Temporarily transferred train service employees will be provided suitable lodging at the Carrier's expense from his/her arrival at the temporary location until released from the temporary location, plus a daily meal expense allowance of \$57.00 from the time of leaving the home location until released from the temporary location. At the employee's option, he/she may elect to defer using Carrier provided lodging, in which case he/she will receive a per diem (meals and lodging) allowance of \$114.00. In cases where the employee has opted to defer using Carrier provided lodging, he/she must also provide his/her own transportation while at the temporary location.
  - 3.4.1. The daily lodging and meal allowances provided in Section 3.4 shall not apply when the temporarily transferred employee's home terminal is 50 miles or less from their temporary location. Section 3.4 will also not apply when the 2 sources of supply are more than 50 miles apart, but the employee's original work location is 50 miles or less from the on-duty point of his/her temporary transfer assignment.
  - 3.4.2. If temporarily transferred train service employees are voluntarily absent (lay-off) for any reason other than compensated leave or the provisions of Section 3.5.6, the \$57.00 daily meal allowance will be forfeited for every 24-hour absence or portion thereof. Prior to making any deduction, the designated Carrier representative will discuss the factual situation with the appropriate General Chairperson.
  - 3.4.3. If temporarily transferred train service employees fail to consistently protect the service to meet the Carrier's needs, the designated Carrier representative will contact the involved General Chairperson(s) representing both the employee's original terminal and the temporary location, advising that the employee could be subject to release. The Carrier will then counsel the transferred employee to establish a clear understanding of the working expectations and inform them that they may be subject to release if those expectations are not met.
- 3.5. Temporarily transferred train service employees will receive a weekly premium payment of \$650.00 for each seven consecutive day period that the train service employee is available for service other than mandated rest during the first 49 days of the temporary transfer.
  - 3.5.1. If the temporary transfer continues for in excess of 49 days, the weekly premium payment will be increased to \$790.00 for each subsequent seven-day consecutive period.
  - 3.5.2. If the temporary transfer continues for in excess of 98 days, the weekly premium payment will be increased to \$920.00.
  - 3.5.3. If the temporary transfer continues for in excess of 147 days, the weekly premium payment will be increased to \$1050.00.
  - 3.5.4. In the event a temporarily transferred employee 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 full 24-hour period they are unavailable for service.

- 3.5.5. In the event the temporarily transferred employee is released before the end of a 7 consecutive day period, the premium payment for that week will be divided by seven (7) and multiplied by the number of days, including the release date.
  - 3.5.6. After being available for service (including familiarization) for at least 30 days at the temporary location, temporarily transferred employees will be allowed four (4) days off without reduction in premium pay, and/or meals and lodging during the final 19 days of that initial 49-day period. Thereafter, temporarily transferred employee will be allowed four (4) days off in each subsequent 49-day period. Such days do not need to be consecutive and a "day" will be qualified as any 24-hour period. These "4-in-49" days will also be exempt from any Attendance Guidelines calculation.
  - 3.5.7. The daily lodging and expense allowance, as well as the weekly premium payments provided in Sections 3.2, 3.4 and 3.5 will be in addition to all other earnings or payments made to the temporarily transferred train service employee.
  - 3.5.8. The monetary allowances, bonuses and premium payments received under the provisions of Sections 3.2, 3.4, and 3.5 will not be used for purposes of computing vacation pay, lump sum payments, extra board guarantee offsets, or counted as earnings in calculating make up pay due under merger protective agreements or any other existing or future monetary guarantee.
- 3.6. Temporarily transferred train service employees will establish temporary seniority rights at the temporary location based on the expiration date of the advertisement and will be ranked on each craft roster at the new location in accordance with their seniority ranking in that craft at the home location.
    - 3.6.1. When the temporary location is on a seniority district on which the employee did not otherwise have seniority, temporarily transferred train service employees will not accumulate seniority on the temporary district nor rank senior to permanent train service employees who subsequently establish seniority on that seniority district.
    - 3.6.2. When the temporary location is on a seniority district on which the employee already possesses seniority, temporarily transferred train service employees will establish a temporary date/ranking behind all train service employees not subject to the provisions of the temporary transfer, to include permanent train service employees who establish seniority on the district subsequent to the temporary transfer.

Note: Train service employees establishing temporary seniority rights at the temporary location under the provisions of 3.6 will not forfeit their original seniority date/ranking and will resume their same date/ranking once the temporary transfer has been completed under the terms of this agreement.
  - 3.7. If a train service employee is a promoted conductor at the original location, he/she will be considered a promoted conductor at his/her new location.
  - 3.8. Employees will be released from their temporary transfer in reverse seniority order. Where there are employees from different home locations to be released, the Carrier may release employees from any specific location(s) in reverse seniority order. Once the employee is notified of their release, they will be afforded displacement rights as follows:



- 3.8.1. If the temporarily transferred employee had seniority at the temporary transfer location prior to the temporary transfer and elects to stay at the temporary transferred location, the employee can thereafter utilize their original relative seniority date at that location. In this scenario, the employee is required to exercise his/her relative seniority at the location within 48 hours of notification of release.
- 3.8.2. Employees from other seniority districts and employees with pre-existing seniority at the release location who elect to exercise their seniority to another location must exercise their seniority within 7 days from the time they are notified of release. If the temporarily transferred employee fails to exercise their seniority as set forth above, the Carrier will force assign them to the appropriate assignment at their original location in accordance with the 1996 UTU National Agreement, or as amended by applicable property agreement.
- 3.9. In the event a temporarily transferred train service employee is scheduled to take vacation prior to being released from the temporary location, the Carrier will consult with the employee and either reschedule the vacation or arrange for pay in lieu thereof.
- 3.10. Employees working at a temporary location at the time vacations are to be scheduled for the following year will submit and be awarded a vacation on their home roster based upon their seniority at their home location.
- 3.11. The Carrier may elect to request that a released temporary transfer employee report to his/her home terminal before the allowed time period and will pay a daily bonus of \$133.00 per day for each 24-hour period that the employee reports and assumes service with a maximum payment of \$1862.00.
- 3.12. Train service employees who temporarily transfer must remain in service at the temporary location for a minimum period of sixty (60) days, unless released earlier by the Carrier.
  - 3.12.1. In the case of a bona-fide personal emergency, the Carrier will release a temporarily transferred train service employee prior to the expiration of sixty (60) days and may recover the \$960.00 temporary transfer allowance.
  - 3.12.2. The Carrier will notify temporarily transferred train service employees via TSS log-in screen regarding positions in the Locomotive Engineer Training Program which may become available on the original seniority district and/or location. When a temporarily transferred employee elects to enter the Locomotive Engineer Training Program without first fulfilling the requirements of Section 3.12, the Carrier may recover the temporary transfer allowance under Section 3.2.1. In the event that there are insufficient applicants for a LETP class at the home location within the original seniority district of the temporarily transfer employee, that employee will remain subject to force assignment at their original location pursuant to existing agreements. In this latter scenario, the employee would not be required to forfeit the allowance under Section 3.2.1 but would be required to fill the vacancy at the home location.
  - 3.12.3. The Carrier may offer the temporarily transferred employees, in seniority order, a voluntary commitment to protect service at the new location for an additional 60 days. If the transferred employee accepts this offer, the Carrier will compensate the employee

under Section 3.2.1 and the employee will be compensated the weekly allowance under Section 3.5.3 for the remainder of the time. The temporary transferred employee will also qualify for the allowance under Section 3.4. If the employee fails to remain at the location the additional required 60 days, the Carrier may recover the payment under Section 3.2.1.

#### 4. GENERAL

- 4.1. The monetary allowances, bonuses and premium payments contained in this Agreement will be subject to one-half of all future General Wage Increases and cost of living adjustments.


#### 5. SAVING CLAUSE


- 5.1. 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.

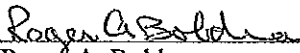
The effective date of this Agreement is August 17, 2014. This Agreement signed on August 17, 2014.

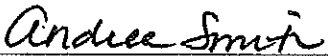
FOR: BNSF Railway Company

FOR: SMART – Transportation Division

  
\_\_\_\_\_  
M. H. Siegele, Jr. / *ans*  
Asst. Vice President Labor Relations

  
\_\_\_\_\_  
Rex Pence  
General Chairman GO-009  
(ATSF Eastern/Western)

  
\_\_\_\_\_  
Roger A. Boldra  
General Director Labor Relations

  
\_\_\_\_\_  
Andrea Smith  
General Director Labor Relations

## AGREED-TO QUESTIONS & ANSWERS

### (Transfer Agreement)

#### **Section 1.4**

**Q:** What is meant by the phrase "earliest train service date"?

**A:** As used in this agreement, it is the earliest seniority date a trainman holds in any ground service craft on any territory subject to the terms of this agreement.

#### **Section 1.7**

**Q:** When an employee's release is deferred under this Section, may the Carrier hold him/her for more than 6 months?

**A:** No. The employee must be allowed to go to his/her new location no later than 6 months from the date his/her transfer was granted.

**Q:** What seniority date will the employee in the above Q&A be given when finally released to go to the transfer location?

**A:** The employee will be given a seniority date in line with his/her relative ranking amongst the other trainmen whose transfers were granted at the same time, as if his/her transfer had not been deferred.

#### **Section 2.5**

**Q:** Would an employee on a defined duration transfer be eligible to apply for LETP at the new location?

**A:** Yes, but the employee would be considered and awarded by virtue of his/her temporary seniority date at the location.

**Q:** In the event there are insufficient applicants for a LETP class at the new location of a defined duration transfer employee, would he/she be subject to force assignment to the class based upon their temporary seniority date?

**A:** An employee on a defined duration transfer will only be subject to force assignment to a LETP class by virtue of their relative ranking and seniority date at that location had they not been in defined duration transfer status.

**Q:** Would an employee on a defined duration transfer be eligible to apply and be awarded a LETP class at another location on his/her seniority district?

**A:** Yes, but if awarded the class they would be considered as having voluntarily relinquished the defined duration transfer and subject to recovery of all incentive payments as outlined in Section 2.7.1.

#### **Section 2.7.1**

**Q:** If an employee who transferred under Section 2 is unable to hold at the transfer location and is working elsewhere at the 18-month point, will s/he be eligible to receive the \$5000 payment due at that time?

**A:** Yes.

**Section 3.3**

Q: What is required of employees who wish to have the Carrier provide transportation to the temporary transfer location?

A: Employees using Carrier-provided transportation to the temporary transfer location will notify the Carrier within 12 hours of taking notification. The employee will also advise the Carrier the specific time s/he will be ready to depart for the new location which will be no later than 48 hours prior to the arrival deadline in Section 3.2.

**Section 3.**

Q: If an employee on a temporary transfer utilizes Smart Rest at the temporary location, will such additional time off invoke a reduction of their premium payment under Section 3.5.4 or a reduction of your meal allowance under Section 3.4.2?

A: No.

Q: If an employee on a temporary transfer is on an assignment with assigned rest days or work/rest cycles, will such additional time off invoke a reduction of their premium payment under Section 3.5.4 or a reduction of your meal allowance under Section 3.4.2?

A: No.

**Section 3.12.2**

Q: When an employee is on a temporary transfer will they be subject to force assignment to LETP at the temporary location?

A: No, they would only be subject to such force assignment to LETP as if they were still working at their home location under existing agreements.



Milton H. Siegele, Jr.  
Asst. Vice President  
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SIDE LETTER NO.1

**RE: Familiarization**

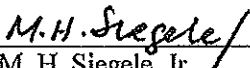
The following shall apply to all transfers (permanent, defined-duration or temporary) made under this Agreement.


The Carrier shall determine the qualification/familiarization standards required at the new location and employees shall be compensated at the basic day conductor extra board guarantee rate for any such qualification/familiarization trips/shifts. This will also apply to any qualification/familiarization required upon the employee's return to the home terminal after release from a temporary or defined duration transfer.

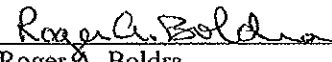
If the above correctly recites our discussions and understanding, please affix your signatures below.

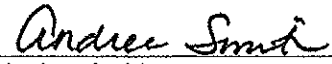
FOR: BNSF Railway Company

FOR: SMART -- Transportation Division

  
M. H. Siegele, Jr. / *ans*  
Asst. Vice President Labor Relations

  
Rex Pence  
General Chairman GO-009  
(ATSF Eastern/Western)

  
Roger A. Boldra  
General Director Labor Relations

  
Andrea Smith  
General Director Labor Relations



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SIDE LETTER NO.2

**RE: Force Assignments**

While previous Transfer Agreements required that advertisements for Temporary Transfers be posted on an entire Seniority District, this Agreement grants the Carrier the right to post such advertisements only at certain locations within a Seniority District.

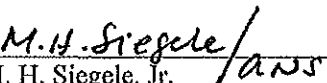
During negotiations, the Organization expressed concern that this sets up a scenario on some Seniority Districts wherein an employee at a location where the advertisement was not posted could, under existing Schedule provisions, be force-assigned to a location where the advertisement was posted, in order to back-fill for those employees temporarily transferred to another location pursuant to the advertisement, and would be required do so without any temporary transfer benefits.

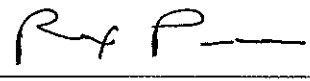
It was therefore agreed that any employee force assigned to a ground service position under the above-described "back-fill" scenario would also be entitled to the Temporary Transfer benefits contained in this Agreement.

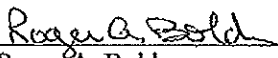
If the above correctly recites our discussions and understanding, please affix your signatures below.

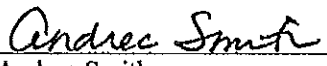
FOR: BNSF Railway Company

FOR: SMART -- Transportation Division

  
\_\_\_\_\_  
M. H. Siegele, Jr.  
Asst. Vice President Labor Relations

  
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Rex Pence  
General Chairman GO-009  
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Roger A. Boldra  
General Director Labor Relations

  
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Andrea Smith  
General Director Labor Relations