

1970 Merger Protection

AGREEMENT

For Protection of Employees

Represented By The

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In Event of Approval of

Merger and Related Applications

Filed By

BURLINGTON NORTHERN INC.¹

(formerly Great Northern Pacific & Burlington Lines, Inc.)

And Other Carriers

In

I.C.C. Finance Dockets Nos. 21478, 21479 and 21480

WHEREAS, a joint application has been filed with the Interstate Commerce Commission (herein called the Commission) in Finance Dockets Nos. 21478, 21479 and 21480 by the Great Northern Pacific & Burlington Lines, Inc., Chicago, Burlington & Quincy Railroad Company, Great Northern Railway Company, Northern Pacific Railway Company, and Spokane, Portland and Seattle Railway Company (herein called the Carriers) for authority under the Interstate Commerce Act (herein called the Act) as follows:

1. Under Section 5(2): (a) Great Northern Pacific & Burlington (the New Company), Great Northern, Northern Pacific and Pacific Coast to merge properties and franchises of Great Northern, Northern Pacific and Pacific Coast into the New Company; (b) the New Company and Chicago, Burlington & Quincy to merge thereafter properties and franchises of Burlington into the New Company; (c) the New Company for an order to authorize it to lease all of the properties and assets of the Spokane, Portland and Seattle Railway Company for a term of ten years; (d) the New Company to acquire sole or joint control, as the case may be, of carriers subsidiary to or affiliated with the Chicago, Burlington & Quincy, Great Northern, Northern Pacific and Spokane, Portland and Seattle; and (e) the New Company for an order authorizing it to acquire rights held by the Chicago, Burlington & Quincy, Great Northern, Northern Pacific, Pacific Coast and Spokane, Portland and Seattle for use of certain trackage of other railroads.

¹ Corporate name changed from "Great Northern Pacific and Burlington Lines, Inc." to

"Burlington Northern Inc." March 2, 1970.

² Under Section 20(a) of the Act: the New Company and the Chicago, Burlington & Quincy to consummate the issuance and sale and pledging of certain corporate capital stock and bonds, all as set out in the aforesaid joint application of the Carriers, and

³ Under Sections 1(18) to 1(20) of the Act: for a certificate or certificates that the present or future public convenience and necessity require the extensions and abandonments of lines of railroad referred to in Parts III and IV of the aforesaid joint application.

NOTE: These transactions collectively are referred to as the "Great Northern Pacific & Burlington Lines Merger."

AND WHEREAS, Section 5(2) (f) of the Act (49 U.S.C.A. #5(2) (f)) provides in part:

"Notwithstanding any other provisions of this chapter and chapters 8 and 12 of this title, an agreement pertaining to the protection of the interests of said employees may hereafter be entered into by any carrier or carriers by railroad and the duly authorized representative or representatives of its or their employees."

AND WHEREAS, pursuant to the provisions of the Railway Labor Act, as amended, and in accordance with that part of Section 5(2) (f) of the Act above quoted, the parties signatory hereto have reached agreement respecting the protection to be afforded the employees represented by the Brotherhood of Locomotive Engineers.

IT IS AGREED:

Section 1

(a) The provisions of this Agreement and the provisions of all implementing agreements in relation thereto shall apply in the event the Commission shall approve the applications in Finance Dockets 21478, 21479 and 21480, PROVIDED that this Agreement for employee protection shall be null and void and of no force and effect unless within 120 days from date of receipt of material required by subparagraph (b) of this Section the parties shall have entered into an agreement pursuant to Section 8 hereof, covering the general implementation of guidelines governing the following:

- i. The consolidation and extension of Great Northern, Northern Pacific and Spokane, Portland and Seattle engineers' seniority rosters and seniority districts on an equitable basis and an allocation of work on rerouted traffic with provision for Chicago, Burlington & Quincy engineers to participate in the work at consolidated facilities of the New Company at Minneapolis—St. Paul, Minnesota, and Sioux City, Iowa, and

elimination of any existing agreement provisions which are not consistent therewith.

ii. The consolidation of present terminals and terminal facilities, and switching limits at the following locations:

- a. Portland, Oregon, and Vancouver, Washington
- b. Seattle, Washington
- c. Everett, Washington
- d. Tacoma, Washington
- e. Spokane, Washington
- f. Butte, Montana
- g. Helena, Montana
- h. Grand Forks, North Dakota—East Grand Forks, Minnesota
- i. Fargo-West Fargo, North Dakota, and Moorhead and Dilworth, Minnesota
- j. Minneapolis—St. Paul—Daytons Bluff—Northtown, Minnesota
- k. Duluth, Minnesota, and Superior—Allouez—East End, Wisconsin

iii. The extension of switching limits at the following locations:

- a. Seattle, Washington
- b. Spokane, Washington.

iv. The extension of Great Northern switching limits to include local switching service presently performed by Northern Pacific road crews at the following points:

- a. Bellingham, Washington
- b. Crookston, Minnesota
- c. Wahpeton, North Dakota, and Breckenridge, Minnesota
- d. St. Cloud, Minnesota.

(b) The Carriers shall promptly furnish the representatives of the Brotherhood of Locomotive Engineers all requested statistical information such as car miles, train miles and yard engine hours which is necessary for the preparation of consolidated engineers' seniority rosters on an equitable basis.

(c) It is further understood and agreed if this Agreement shall become null and void in accordance with the provisions of subparagraph (a) above, the employees described herein will be entitled to the protection provided by the I.C.C. in its approval of the Great Northern Pacific & Burlington Lines merger.

Section 2

(a) The scope and purposes of this Agreement are:

- i. To assure employment and/or earnings, as hereinafter prescribed, to defined employees involved in the Great Northern Pacific & Burlington Lines merger,
- ii. To expedite the changes in services, facilities and operations involved in the Great Northern Pacific & Burlington Lines merger, and
- iii. To prescribe the procedures by which existing agreements between the parties shall be modified and consolidated to conform with the changes in service, facilities and operations involved in the Great Northern Pacific & Burlington Lines merger.

(b) The New Company will take over and assume all contracts, schedules and agreements between Great Northern, Northern Pacific, Chicago, Burlington & Quincy and Spokane, Portland and Seattle, respectively, and the Brotherhood of Locomotive Engineers concerning rates of pay, rules, working conditions and fringe benefits in effect on the final effective date of the Commission Order covering the Great Northern Pacific & Burlington Lines merger and will be bound by the terms and provisions thereof in the same manner and to the same extent as if the New Company had been a party thereto, subject to changes made in accordance with the provisions of the Railway Labor Act, and subject to Section 7 of this Agreement.

(c) The New Company will take into its employment all locomotive engineer employees (including all employees having seniority and equities as such) of Great Northern, Northern Pacific, Chicago, Burlington & Quincy and Spokane, Portland and Seattle as of the date of this Agreement or subsequent thereto up to and including the final effective date of the Commission Order, and none of these protected employees of the said Carriers shall be deprived of their employment status or placed in a worse position with respect to compensation, rules governing working conditions, fringe benefits or rights and privileges pertaining thereto at any time during such employment.

For the purpose of this Agreement the term "protected employees" means all engine service employees of the Carriers having engineer's seniority, or being eligible for promotion to engineers and who render any compensated service between the date of this Agreement and the final effective date of the Order of the Commission, both dates inclusive.

Employees who perform no service between the date of this Agreement and the final effective date of the Commission Order account of illness, injury or dismissal, but resume service subsequent to the final effective date of such Order, shall thereafter be considered "protected employees" in the application of this paragraph (c), provided, if not so situated during the period above mentioned their seniority would have permitted them to perform compensated service.

(d) The New Company shall also take over, assume and continue the employment relationship of all locomotive engineers on furlough or leave of absence and preserve their rights and equities in accordance with schedules and agreements between the Carriers and the Brotherhood of Locomotive Engineers, subject to Section 7 of this Agreement.

(e) The Carriers agree to furnish Seniority District rosters (which shall be attached as Appendix "B" to this agreement) of all locomotive engineers entitled to preservation of

employment, compensation, and fringe benefits, and also indicating all employees on furlough or leave of absence, each of which rosters shall also set forth the Carrier by which the employees are employed. The Carriers further agree that the said rosters are subject to revision as necessary to include any employees to be added or deleted from said rosters between the date of this Agreement and the final effective date of the Commission Order.

Section 3

(a) An employee shall not be regarded as deprived of his employment status or placed in a worse position with respect to his compensation, rules governing working conditions, fringe benefits, or rights and privileges pertaining thereto, in case of his resignation, death, retirement or, as a result of any temporary absence in case of suspension or dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, subject to provisions of Section 2(c) of this Agreement, upon return to service, or failure to accept a position available to him in a consolidated seniority district as prescribed by an implementing agreement.

(b) Each "protected employee" shall receive a monthly allowance determined by computing the total compensation received by the employee and his total hours worked during the last twelve (12) months in which he performed service immediately preceding* January 1, 1968 (such twelve (12) months being hereinafter referred to as the "test period") and by dividing separately the total compensation and the total hours and/or miles worked by twelve, thereby producing the average monthly compensation and average monthly hours and/or miles worked, which shall be the minimum amounts used to guarantee the "protected employee", and if his compensation is less in any month in which he performs railroad service than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly hours worked during the test period and less any compensation lost on account of a failure to exercise seniority to available service producing greater compensation in the same class and in the same terminal or district where employed, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly hours worked during the test period. For adjustment of compensation due any employee account of time lost on voluntary absences a monthly average hourly rate to be deducted shall be computed as follows: Test period average monthly earnings to be divided by average monthly hours (miles converted to hours) worked establishing the average hourly rate.

* (c) In the determination of the amounts to be credited against an extra or unassigned engineer (including period of displacement in moving from one job to another), the Carrier will deduct from such employee's average test period compensation and average time paid for, for each 24 hour period or portion thereof, beginning with the time he lays off or is entitled to displacement rights, compensation equal to 1 .2 days at the basic rate of the service last performed and 9 hours average time paid for, providing such employee has not performed compensated service equivalent to his "average time paid for" during the test period.

* (d) When an employee is voluntarily absent from duty during an entire calendar month, he will not be entitled to any compensation under the provisions of this Agreement.

(e) The New Company will promptly establish the "monthly allowance" for each "protected employee" as set forth in paragraph (b) above, and such allowance will always remain a

“protected employee’s”

**NOTE: Origin — 4/10/70 Agreement.*

guarantee except that the percentage of future general wage increases will be added to the said “monthly allowance” beginning with the date in the month in which such wage increase becomes effective.

(f) In determining the “average monthly compensation” provided for in this Section, any month in which an employee involved was on bona fide furlough for the entire month but performed emergency service for which he did not stand to be called under the rules of the working agreement applicable to the craft or class in which he held seniority, such month would not be used as one of the months in such “test period”.

(g) Any compensation whatsoever (including vacation pay, arbitraries, pay for time lost, etc.) received from the New Company, but excluding payments made on account of personal injuries to whatever extent such payments are for reasons other than time lost, shall be used to reduce the amount of allowances due any employee under this Section.

(h) The foregoing does not relieve employees of handling and processing claims on and in accordance with Appendix “C” attached hereto; nor does it deprive the New Company of any defense against such claims which is available to it under Section 3 of this Agreement.

**(j) In determining compensation earned in a current month for purpose of determining if any adjustment is due toward “monthly allowance” under Section 3(b) in territory where the work week of locomotive engineers in yard service has been reduced in accordance with the election provided in Article 3 of Agreement “A” of the National Agreement of May 23, 1952, as amended, it is understood that the Carrier may apply a work week transition factor by adding an amount equal to the difference between the current comparable yard engineers’ seven day yard rate and such rate multiplied by 1.15 to the compensation actually paid for each tour of duty performed by a locomotive engineer in yard service, except that such transition factor will not be applied in the following circumstances:*

(1) When 50% or more of the tours of duty used in determining the locomotive engineer’s “average monthly compensation” in the test period were in five day per week yard service established by National rule, schedule rule or practice on the property on which employed, or

(2) When the locomotive engineer is a member of an engineers’ extra list and 50% or more of the assignments protected by him in the calendar month of claim are compensated at the road rate of pay, or

(3) When 50% or more of the tours of duty used in determining the locomotive engineer’s “average monthly compensation” in the test period were paid at a road rate of pay and such engineer is unable to obtain a position other than a five day per week yard engineers’ assignment, or

(4) When 50% or more of the tours of duty used in determining the employee’s

“average monthly compensation” in the test period was earned in service subject to the scope of a schedule agreement under which the Five Day Work Week was effective, or

(5) When in a current work week the engineer is scheduled or required to work six (6) or seven (7) days in yard service under applicable rule or agreement.

**NOTE: Origin — 4/10/70 Agreement.*

Question 1: How were the hours worked in test period determined?

Answer: By converting total miles paid for to equivalent hours.

Question 2: Will the same method be used in computing hours worked in a current month for purpose of determining guarantee payments, if any?

Answer: Yes.

Question 3: Is it intended that the terms “hours and/or mileage equivalent” be based on 100 miles equivalent to 8 hours in freight or yard service and 100 miles equivalent to 5 hours in passenger service?

Answer: Yes, calculated as follows:

$\frac{\text{Hours}}{8} \times 100 \text{ mileage, freight — yard, and}$

$\frac{\text{Hours}}{5} \times 100 \text{ miles, passenger.}$

i.e. — Engineer A-
 $\frac{200}{8} \text{ hrs.} \times 100 = 2500 \text{ frt. or yd. miles.}$

$\frac{200}{100} \text{ hrs.} \times 100 = 4000 \text{ passenger miles, or}$

$\frac{2500}{100} \text{ miles} \times 8 = 200 \text{ hrs.}$

$\frac{4000}{100} \text{ miles} \times 5 = 200 \text{ hrs.}$

NOTE: One hour overtime in road freight or yard service will be computed on the basis of 18.75 miles or 1½ hours in determining the base period and computing the protection allowance.

Question 4: Will the total miles paid for or the total miles worked be used in computing the hourly factor?

Answer: Total miles paid for converted to straight time hours.

Question 5: An engineer's average monthly hours are 200 during test period, which was determined by dividing total miles paid for by $12\frac{1}{2}$. He works 160 hours straight time and 26 hours and 40 minutes overtime. Would this be equivalent to the test period hours?

Answer: Yes.

Question 6: Average monthly hours are "160" during test period. Engineer H now bids in a job that works 15 hours per day, or equivalent to $92\frac{1}{2}$ straight time hours in a 5-day week. He signs up on the "Hog Book" to work rest days and works first two rest days 15 hours each at time and one-half or equivalent to 45 straight time hours then works first two 15-hour days of his next regular work week equivalent to 37 straight time hours. He now has total of 174.5 straight time hours worked for the month. Can he lay off the 20 remainder days of the month without any offset against his guarantee?

Answer: Yes.

Question 7A: Engineer A is senior to Engineers B and C and his test period monthly components are as follows:

Monthly earnings average \$600.00
Monthly hours average 200 hrs.
Monthly 2500 miles converted to hours 200 hrs.
Monthly average hourly rate \$3.00
Selected Zone Fargo-Dilworth

Engineer B is junior to Engineer A but senior to Engineer C and their respective monthly components are as follows:

B monthly earnings average \$550.00
Monthly miles converted to hours (2375 miles) 190 Hrs.
Monthly average hourly rate \$2.89
Selected Zone Fargo-Dilworth
C monthly earnings average \$590.00
Monthly hours average 197 Hrs.
Monthly miles converted to hours (2463 miles) 197 Hrs.
Monthly average hourly rate \$2.99
Selected Zone Minot

Engineer A was available for service the entire month and worked 210 hours or the mileage equivalent thereof and earned \$654.00. What compensation would be due Engineer A?

Answer: \$654.00

Question 7B: Engineer A was available for service the entire month and worked 190 hours or the mileage equivalent thereof and earned \$575.00. What compensation would be due Engineer A?

Answer: \$575.00 plus \$25.00, or \$600.00, the amount of his monthly earnings guarantee.

Question 7C: Engineer A, assigned to yard engine No. 15, marked off two (2) days during the month and worked 190 hours and earned \$575.00. What compensation is due Engineer A?

Answer: He is only due \$575.00, as he was not available for service equivalent to his base period of 200 hours; hence, 200 hours minus 190 hours equals 10; 10 hours times his \$3.00 monthly average hourly rate equals \$30.00, which amount is deductible from the \$600.00 monthly guarantee.

Question 7D: Using the same factors as set forth in Question No. 7C, except Engineer A worked 195 hours. What compensation would be due?

Answer: \$575.00 plus \$10.00, or \$585.00 calculated as follows: \$575.00 plus \$25.00 minus \$15.00 (200 hours minus 195 hours equals 5 hours times \$3.00 equals \$15.00 to be deducted).

Question 7E: Engineer A assigned to yard engine No. 15 marked off two (2) days during the month and worked 170 hours and earned \$565.00. What compensation is due?

Answer: \$565.00 calculated as follows: 16 hours (hours assignment No. 15 worked on the two off days) times \$3.00 equals \$48.00. \$600.00 minus \$48.00 equals \$552.00.

Question 7F: Engineer A assigned to train No. 66 was available for service the entire month and worked 2400 miles or 192 hours, the equivalent thereof, and earned \$575.00. What compensation is due?

Answer: \$575.00 plus \$25.00 equals \$600.00, his monthly guarantee.

Question 7G: Engineer A is assigned to tram No. 66 and marked off one (1) trip (350 miles) and worked 2200 miles and earned \$550.00. What compensation is due?

Answer: \$550.00, by reason of the following: 2500 miles minus 2200 miles equals 300 miles. (200 hrs.) minus (176 hrs.) equals 24 hours. 24 hours (300 miles) times \$3.00 equals \$72.00; \$600.00 minus \$72.00 equals \$528.00. The earnings were in excess of monthly guarantee less deductible compensation for time lost on account of the voluntary absence to the extent of the average monthly hours and/or miles worked.

Question 7H: Engineer A is assigned to the extra board during the month of July and marks off for 26 hours July 10, starting at 7:00 a.m., and 10 hours July 20, starting at 3:00 p.m. His turn on the extra board is not called during either period Engineer A is off. What deduction, if any, would be charged against Engineer A's monthly guarantee?

Answer: For each 24-hour period or portion thereof, 1.2 days at basic rate of last service performed would be charged against Engineer A's guarantee for the month and 9 hours

credited to his monthly hours worked. In this instance, Engineer A's guarantee would be reduced by 3.6 days at the basic rate of last service performed, and 27 hours credited to his monthly hours worked.

Question 7I: Engineer A is assigned to the extra board and during the month he marks off for 5 hours in one 24-hour period during which time his turn is called and makes 350 miles. What deduction, if any, should be charged against Engineer A's guarantee?

Answer: Engineer A's guarantee would be charged with the loss of 1.2 days at the basic rate of last service performed and 9 hours credited to monthly hours worked.

Question 7J: Engineer A is assigned to the extra board and marks off at 10:00 a.m., July 10 for two 24-hour periods. During this time he is displaced or his turn is cut from the board as a result of mileage regulations. What deduction, if any, should be made from Engineer A's guarantee after displacement from the board?

Answer: Engineer A's guarantee should be charged with the loss of 1.2 days and credited 9 hours for each 24-hour period or portion thereof, lost subsequent to his displacement (the same principle would be applied to a regularly assigned man who was displaced from his assignment for any reason while he is marked off up to time he exercises seniority).

Question 7K: Engineer A has a guarantee of \$600.00 per month arrived at by working an average of 200 hours per month at an average rate of \$3.00 per hour (as shown on his present guarantee card). During the month he met all the qualifications of the agreements for his guarantee; however, during the month he worked 200 hours and earned \$550.00. What compensation is he entitled to receive?

Answer: \$600.00, his guarantee.

Question 7L: Using the same example set forth in Question 7K above, Engineer A worked 220 hours and earned \$650.00, for the month. However, for the first 200 hours of service his earnings were \$590.00. Is any adjustment due account of his earnings per hour being lower than his test period (as subsequently adjusted by increases as provided in Section 3(e)) hourly rate?

Answer: Yes, he is to receive no less than his base guarantee. He is due \$600.00 for his first 200 hours, plus pay for his hours over his base (200) hours at the prevailing rate of pay for the service performed beyond his base period hours, or adjustment of \$10.00.

Question 7M: Using the same facts as set forth in Question 7K above, Engineer A worked his test period hours (200), but was marked off for a couple of days. May the Superintendent make deductions for the days Engineer A was off?

Answer: No deductions would be made as Engineer A worked his average monthly hours during the month.

Question 7N: Engineer A lays off two consecutive days during a month. On the first day he lays off his assignment is worked by another engineer; on the second day his assignment does not work. Is the engineer's allowance due him reduced only one day that his assignment actually worked and was filled by another engineer?

Answer: Yes, provided Engineer A had not equaled or exceeded his average monthly hours.

Question 7-O: Engineer A worked during his test period in the freight pool at terminal (X) with the test period earnings of \$950.00.

Engineer 13 worked during test period six months in freight pool service and six months in yard service at terminal (X) with test period earnings of \$950.00.

Engineer A's seniority would permit him to remain in freight pool service at terminal (X) but he elects to work a yard engine, and his earnings on this yard engine are \$800.00, with difference of \$150.00 between what he earned and amount of his test period earnings.

Is the \$150.00 reduced; If so, what amount is it reduced?

Answer: Yes, to the extent of the earnings of a junior engineer in the pool on a one-for-one basis.

Question 7P: Engineer B's seniority permits him to hold a regular pool turn but he places on yard engine and his earnings are \$800.00, a difference of \$150.00 in his earnings and amount of test period guarantee. Is the \$150.00 reduced? If so, what amount is it reduced?

Answer: Yes, to the extent of the earnings of a junior engineer in the pool or yard service on a one-for-one basis at terminal (X).

Question 7Q: Engineer A is restricted to a yard engine or branch line service for cause—rule violation, physical condition—after test period. Is the amount due under test period guarantee reduced account of such restriction?

Answer: Yes, by giving him a temporary guarantee during such period of restriction based on average earnings of all assignments to which restricted and which he can hold.

Question 7R: Engineer A during his test period was demoted and working as a fireman. Under Section 3 (e) does his test period guarantee remain the same?

Answer: Yes, subject to subsequent general wage adjustments.

Question 8: In closed yard where engineers' seniority is confined to yard service only, yard engineers work 6 or 7 days a week. Subsequent to December 31, 1967 a 5-day yard agreement is adopted; all yard engines work 5 days paying 5-day rate. Engineer D's test period earnings are \$750.00. Working 5 days a week and he does not lay off, his earnings in a given month are \$600.00, a difference of \$150.00 in his earnings and amount of test period guarantee. Is the \$150.00 reduced? If so, what amount is it reduced?

Answer: Yes, subject to Item 3 of Memorandum of Agreement of April 10, 1970 dealing with 1.15 factor. (See Section 3(1) of this Agreement).

Question 9: If an engineer works off an extra list, is that considered a "class of service"?
Answer: Yes.

Question 10: During his test period Engineer D works in passenger service. Subsequent to

“M” Day he is in passenger service but the earnings are reduced due to changes in the passenger assignments. Engineer D can hold a turn in the freight pool, local freight, road switcher, mine run, helper service, yard service, or extra board. Can the earnings of a junior engineer in these classes of service be charged against Engineer D?

Answer: No, if all earnings during test period were in passenger service.

Question 11: An engineer worked on extra board during a portion of his test period and balance of time on a local freight assignment but elects not to take such a job. Can earnings of a junior engineer on the extra board or in local freight service be held against his guarantee

Answer: Yes.

Question 12: Engineer E's guarantee is \$600.00—works 154.5 hours. May, 1970 earnings are \$675.00 but he works 180 hours. In May his earnings for first 154.5 hours are \$575.00. Would Engineer E be entitled to a \$25.00 allowance under the protective agreement?

Answer: Yes.

Question 13: A Zoning or Home and Home Rule provides that senior engineers may return firing other than in seniority order, also that employees may be furloughed other than in seniority order and can remain furloughed while junior employees are working in another home zone unless it would require a new hire. Engineer F earns his guarantee (during test period) as an engineer at (X). If he later obtains a job as a fireman at (Y) which is another zone under Home and Home Rule on pre-existing seniority district, how will his “average monthly” guarantee be affected?

Answer: Can hold earnings of a junior engineer at (X) against his guarantee, on a one-for-one basis.

Question 14: G worked during his test period in freight pool service at (Y). How will his “average monthly” guarantee be affected if he voluntarily bids in a yard engine at (X) as an engineer at a time he could remain as a fireman in freight pool service at (Y)?

Answer: If a junior employee in freight pool service at (Y) makes more money than Engineer G in yard service at (X), such earnings may be held against his guarantee on a one-for-one basis.

Question 15: Engineer H worked as an engineer in the “M” zone during his test period. Due to reduction in business he can no longer hold a job as engineer in this zone. Can he take a job firing in the “M” zone and still receive his “average monthly” guarantee at a time he could hold a job as an engineer at (P)?

Answer: Yes, unless a non-protected employee otherwise would be required as engineer at (P) for other than emergency service.

Question 16: If employee held seniority at terminals (A), (B), (C) and (D), and during his test period earned all his guarantee at terminal (A). If he exercised seniority on the highest paying job his

seniority would let him hold at terminal (A), could he be required to exercise seniority on higher paying job at terminal (B), (C) or (D)?

Answer: No.

Question 17: If test period earnings were made at terminals (A) and (B) in pool freight and local freight service, respectively, would he be required to place on the highest paying job at either (A) or (B)?

Answer: No, but highest paid job in the particular class of service at (A) or (B) could be held against him in computing guarantee.

Question 18: An engineer worked an average of 12 hours a day, 5 days a week, during test period, which is equivalent to 14 straight time hours per day. He worked 22 days per month so average monthly hours would be 308 hours. He earned "average monthly" guarantee of \$924.00 or \$3.00 per hour. He lays off one day during a current month and only works 21 days this month, equivalent to 294 straight time hours. Assuming the assignment worked 12 hours on the day off and earned \$76.50, what will be deducted from his guarantee.

Answer: \$42.00 (308 hours—294 hours = 14 hours x \$3.00).

Question 19: If an engineer is working yard service where the 5-day work week is in effect, may Carrier offset guarantee because an engineer was not available to work on his rest days?

Answer: Yes, to the extent of his average monthly hours. However, existing agreement or practice will be followed in calling engineers to work when the engineers' extra board is exhausted, If the engineer misses a call on his rest day and service missed held against guarantee, the 1.15 transition factor will not apply to that particular work week.

Question 20: There are six engineers holding passenger assignments that made their test period earnings in freight pool service. Are the earnings of the freight pool held against the test period of these engineers? With their seniority all of them can hold turn in the freight pool.

Answer: Yes.

Question 21: Engineers A, B, C and D are on the engineers' extra board. Engineer A misses a call, which results in Engineers B and C also missing the call, and Engineer D works the vacancy. Can the earnings made by extra Engineer D be used to reduce the guarantee due extra Engineers A, B and C or just extra Engineer A?

Answer: Would apply the 1.2 and 9-hour factors provided in Item 4 of April 10, 1970 Agreement (see Section 3 (c) of this Agreement) against each one who missed the call.

Question 22: Engineer J during his test period worked in freight pool at terminal (X). Due to reduction in business Engineer I can no longer hold a pool turn at (X) but can hold a pool turn at terminal (Y), both terminals within his seniority district. Can Engineer I take a yard engine at (X) (where he earned his guarantee) and be paid his full average monthly guarantee, or could he be required to exercise his seniority in pool service at (Y)?

Answer: Engineer J may exercise seniority to any other class of service (including extra board) at (X) but the earnings of a junior engineer assigned to a higher paid job at terminal (X) may be held against his guarantee on a one-for-one basis.

Question 23: Engineer I in Question 22 voluntarily exercises his seniority to another terminal where he did not work at all during his test period. Can he take any job there without affecting his guarantee?

Answer: He may exercise his seniority in any class of service but earnings of a junior engineer assigned on a higher paid job working out of that terminal may be held against his guarantee, on a one-for-one basis.

Question 24: Engineer K during his test period worked in freight pool at terminals (X) and (Y) and subsequent to "M" Day is located at terminal (X) with insufficient seniority to work in freight pool. He exercises seniority to freight pool at terminal (Y). May earnings of a junior engineer in any other class of service at terminal (Y) be held against his guarantee?

Answer: No.

Question 25: Engineer L during his test period worked in freight pool at terminal (X) and subsequent to "M" Day is located at terminal (X) with insufficient seniority to hold an engineer's job at terminal (X) and is required under provisions of the Merger Agreement to exercise seniority at terminal (Y). Can he take any job at terminal (Y) without affecting his guarantee?

Answer: He may select the freight pool at terminal (Y) without affecting his guarantee. If he elects to take a job in any other class of service, the earnings of a junior engineer assigned to any other class of service at terminal (Y) may be held against his guarantee.

Question 26: An engineer made all his earnings during test period in freight pool but there was a high paying assigned local working out of same terminal. After "M" Day, the engineer cannot hold pool so places on a switch engine but Carrier holds earnings of local against the engineer. Later the engineer can again hold a turn in the pool and places thereon. Can Carrier still hold earnings of junior engineer on high paying local against guarantee?

Answer: No.

Question 27: During test period engineer worked only 5 days per week on a 5-day week job in pursuance of the July 18, 1957 BLE National Agreement. On July 1, 1970 the 5-day work week becomes effective. Would an adjustment be proper to reduce engineer's "average monthly" guarantee?

Answer: If engineer works a 5-day week engineers' job for 50 per cent or more of tours of duty during test period, the 1.15 transition factor would not be applicable.

Question 28: Engineer M's guarantee is \$800.00 per month. In April, 1970, Engineer M earns only \$500.00, which would not call for maximum Railroad Retirement Tax deduction. Would Carrier hold enough out of his guarantee to make the maximum Railroad Retirement

tax payments?

Answer: Yes.

Question 29: An engineer during his test period worked as a fireman in yard service on a 5-day per week basis for 50 per cent or more of the time. He is now working as engineer in yard service under 5-day week rules. May the 1.15 transition factor of the Agreement of April 10, 1970 be applied against his engineer earnings in computing guarantee?

Answer: No. See Section 3(i) of this Agreement.

Question 30: During the test period an engineer worked a part of the time on a so-called outlying assignment. Is such engineer required to work on such outlying assignment to protect his guarantee if there is a junior engineer assigned?

Answer: No. However, the earnings of the junior engineer may be held against his guarantee on a one-for-one basis.

Question 31: If an engineer is currently allowed make-up guarantee payment, for example, to the extent of \$50.00 for month of June, 1970 and then four or five months later a claim is allowed involving a violation of some rule of the collective agreement in June, 1970 which amounts to \$60.00, may the Carrier offset the guarantee payment of \$50.00 allowed for month of June, 1970 against the \$60.00 for the rule violation payment?

Answer: Yes.

Question 32: The "monthly allowance" is subject to be increased by future general wage increases beginning with the month in which wage increase becomes effective. If a wage increase of five per cent is agreed to on July 1, 1970 but is retroactive to January 1, 1970, when will "monthly allowance" be increased?

Answer: Effective July 1, 1970.

Question 33: If a protected employee currently received a payment to make up his guarantee and subsequently receives back pay for a retroactive general wage increase, will the make-up payment previously allowed be used to offset amount of back pay?

Answer: No.

Question 34: Will payment of back-pay adjustment for general wage increase be applied against guarantee in month in which paid?

Answer: No.

Question 35: Give an example of applying the 1.15 transition factor of Agreement of April 10, 1970. (See Section 3(1) of this Agreement). Answer: An engineer subject to the 1.15 adjustment factor has a monthly guarantee of \$900.00 a month. The 5-day week was not in effect during the test period. Since the test period the 5-day week has been put into effect and he works 22 days without any overtime in a month in which he makes claim for guaranteed earnings, \$742.94 ($\33.77×22 days). He did not lose any days from his

assignment nor were there any other circumstances present that would offset his guarantee.

30.45 (applicable 7 day yd. rate)

x 1.15 (transition factor)

35.0175

35.02 (transition rate — per day)

-30.45 (applicable 7 day yd. rate)

\$ 4.57 (daily transition factor money amount)

\$100.54 (monthly transition factor money amount) (\$4.57x22 days)

+742.94 (actual monthly earnings —see above)

\$843.48 (total compensation to be applied against monthly guarantee)

\$900.00 (monthly guarantee)

-843.48 (total compensation to be applied against monthly guarantee)

\$ 56.52 (payment due)

Question 36: The Agreement of April 10, 1970 (see Section 3(i) (5) of this Agreement) dealing with transition factor for 5-day work week exempts application where in a current work week engineers are “required” to work 6 or 7 days in yard service. If an engineer works on his rest day from a so-called “Hog Board” when extra list is exhausted, will the 1.15 transition factor apply?

Answer: No. it will not apply to any day in that particular work week.

Question 37: An engineer places in freight pool and is available for all service falling to his pool turn. Can the higher earnings of a junior engineer in the same pool be held against his guarantee?

Answer: No.

Question 38: An engineer places on an engineers’ extra board and is available for all service in his turn from such extra board.

Can the higher earnings of a junior engineer on the same extra board be held against his guarantee?

Answer: No.

Question 39: The Carrier is in the process of preparing “Job Ratings” which will be posted showing approximate monthly earnings of all assignments, including freight pool and extra boards. What is the purpose of such “Job Ratings”?

Answer: They are to be posted as a matter of information to assist employees in placing on highest paid jobs available to them in the exercise of seniority under the rules and as may be required by the

Merger Protective and Implementing Agreements and for the use of Carrier officers in processing guarantee claim forms.

Question 40: Are the “Job Ratings” any guarantee that jobs will earn amount of money

posted?

Answer: No.

Question 41: Will these "Job Ratings" once posted be subject to change?

Answer: Yes, whenever the Carrier feels that the approximate earnings on a particular job have changed sufficiently to justify posting a change.

Question 42: Does a change in "Job Ratings" require or extend the exercise of seniority contrary to existing agreements?

Answer: No.

Question 43: Does a change in "Job Ratings" affect the guarantee due an engineer who places on the assignment prior to the posted change?

Answer: No.

Question 44: Employee A, who is a member of a regular yard crew, is to be treated as occupying a position on a local freight crew, which position is listed at \$800. Such local freight position actually earned \$775. Should Employee A be credited with \$800 or \$775?

Answer: \$775, the actual earnings of the assignment which he is being treated as occupying.

Question 45: Employee A, who is a member of regular yard crew, is occupying the position producing the highest rate of pay and compensation to which his seniority entitles him under the working agreement and files claim for monthly guarantee. His monthly guarantee exceeds the rate listed for the position, as well as the compensation he received covering all the work available to him under the working agreement during the month of claim. Is he entitled to the difference between the listed rate of the position and amount of his monthly guarantee, or the difference between the compensation he received and the amount of his monthly guarantee?

Answer: The employee is entitled to receive the difference between the compensation he received and the amount of his monthly guarantee.

Question 46: What is the purpose of computing "average hourly" rate in the test period?

Answer: This will be used in computing offsets against the guarantee for time lost. See Example in Question 7.

Question 47: An engineer in test period worked predominantly in passenger service, had average monthly earnings of \$1165 and average monthly hours of 222. For purpose of this question predominantly is agreed to mean that in test period engineer was assigned in ten months in passenger service and his average hourly rate is equal to \$4.75 per hour or more as of "M" Day. Although he can still hold passenger turn, he voluntarily elects to place in freight pool and earns \$1210 in a month but worked 268 hours. In first 222 hours he earns \$1000. Is any adjustment due account of his earnings for first 222 hours being less than test period?

Answer: No. He voluntarily placed in a different class of service which produces a lower hourly rate than the engineer's average hourly rate computed for service during test period. This answer will not apply to an engineer who did not work predominantly (as described in question) in passenger service during test period.

Question 48: What is the time limit for filing of claims by an individual?

Answer: Claim must be filed on agreed-to form within thirty (30) days after the end of payday for the last half earnings of previous month. For example, payday for last half of June falls on July 16. Claim for June must be filed before August 15.

Section 4

(a) If, subsequent to the date of this Agreement, officials, supervisory or fully excepted personnel and organization representatives exercise seniority rights in a craft or class of employees protected under said Agreement, then, during the period such seniority is exercised, such officials, supervisory or fully excepted personnel and organization representatives shall be entitled to the same protection afforded by the said Agreement to employees in the craft or class in which such seniority is exercised, and no employee subject to said Agreement shall be deprived of employment or adversely affected with respect to compensation and rules governing working conditions, fringe benefits, or rights and privileges pertaining thereto, by the return of the official, supervisory, or fully excepted employee to work under the schedule agreement.

(b) In applying Section 3 when determining the "average monthly compensation" for employees referred to above, it is understood that:

(1) As to "full time" General Chairmen (General Chairmen who do not work in the class or classes in which they hold seniority while holding office as General Chairman), the individual's average monthly compensation for the last 12 months in which he performed service in a class in which he holds seniority will be determined and that amount increased by the percentage equivalent of general wage increases applicable to the class in which he last performed service prior to taking office as General Chairman which have been made effective while he has been serving as General Chairman. The same formula shall be applied for railroad officials, supervisory or fully exempt personnel.

(2)—(a) As to other than "full time" General Chairmen, Local Chairmen, Grand Officers, Organization representatives and delegates to labor organization conventions, their "average monthly compensation" will first be arrived at as provided in Section 3 as particularized by Paragraph 1 above. The "average monthly compensation" as thus determined will then be increased by the amount of 1.2 basic day's pay at the rate of service in which engaged at the time the individual laid off for each date on which the individual lost time (or, in the case of an extra man, was laying off,) to participate in organization business.

Question 49: In regard to the 1.2 basic day's increase allowed an individual for each day he laid off during the test period to participate in organization business—will the above increase allowance also increase the total hours worked during the test period?

Answer: Yes, by 9 hours for each day.

(2)—(b) The dates, and rate of pay applicable to each, on which the individual lost time (or, in the case of an extra man, was laying off,) in order to participate in organization business, will be certified by the individual involved and by an officer of the organization and furnished to the designated officer of the Carrier.

Section 5

(a) In making adjustments as a result of "decline in volume of traffic or revenues," the following formula will be used to determine whether there has been a decline in volume of traffic or revenues and if a decline is found to have occurred, the amount of the reduction in the protective allowances which might otherwise be due the employees involved:

(1) The total railway operating revenues (Line 3, Indexed Page 300, I.C.C. Report Form A) and the net revenue and non-revenue ton miles (Line 38, Indexed Page 508, I.C.C. Report Form A) of the railroads comprising the Great Northern Pacific & Burlington Lines, Inc. as of the final effective date of the Order of the Interstate commerce Commission approving the merger, for each of the 24 calendar months, June 1963—May 1965, both inclusive, as reported to the Interstate Commerce Commission will be used as the base.

(2) The percentage in decline in (1) total railway operating revenues and (2) net revenue and non-revenue ton miles in any calendar month as compared to the average of the two like calendar months during the period June 1963—May 1965, will each be determined.

(3) Percentages of decline (1) and (2) will be totaled and that total divided by 2. The result of this calculation will be the "average percentage of decline."

(4) If the "average percentage of decline" as determined above is 5% or less for any calendar month, no reduction will be made. If the "average percentage of decline" is more than 5% for any calendar month, the protective allowance which might otherwise be due any employee for that calendar month shall be reduced by the "average percentage of decline" in excess of 5%.

(b) Notwithstanding other provisions of this Agreement, the New Company may reduce the protective allowance for each day lost under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which

would be performed by the employees involved is not performed. In the event the New Company makes reductions because of the aforesaid emergency conditions, it is agreed that any decline in railway operating revenue and net revenue and non-revenue ton miles resulting there from shall not be included in any computation of a decline in the New Company's business pursuant to the provisions of the preceding paragraph.

If, due to trackage obstruction, traffic is rerouted- over another route, outside of the extended seniority districts provided in an implementing Agreement, and such obstruction lasts for more than thirty (30) days, affected employees will be permitted to temporarily transfer to district over which traffic is rerouted and supplement the engineers list to the extent needed. At the end of the thirty (30) day period, protective allowances shall be resumed, except that no such allowances shall be made for engineers who decline temporary transfer to the district over which traffic is rerouted.

Section 6

(a) In any case of any transfers resulting from rearrangement of forces and/or seniority districts for which an implementing agreement has been made pursuant to Sections 8 and 10 of this Agreement, any employee who is required by terms of said implementing agreement to transfer to a new point of employment, which by highway mileage is a greater distance than 35 miles from the geographic center of the consolidated yard or terminal which is his point of employment, and which requires him to move his residence, shall be given an election, to be exercised within thirty (30) calendar days from the date of request, to make such transfer permanent or temporary.

(b) If the employee elects to transfer to the new point of employment requiring a permanent change of residence or when a temporary change has been converted (at the option of the employee) to a permanent change such transfer and change of residence shall be subject to the following benefits:

*(1) An employee owning his home as of December 31, 1967 will be considered a home owner qualified to participate in the property settlement and may exercise Option (A) or Option (B) as follows:

**NOTE: Origin — 4/10/70 Agreement.*

Option (A) (i) Each qualified home owner electing this option will be paid 25 per cent of the fair market value of his home. In each case the fair market value shall be determined as of a date sufficiently prior to the date he is required to move to be unaffected thereby.

(ii) For each year (12 calendar months) in excess of ten (10) years the employee occupied his home prior to the date of transfer, he will be allowed an additional one per cent per year of the fair market value of his home, but not to exceed the number of years of continuous service with his employing Carrier party to this Agreement, and not to exceed an additional 25 per cent.

(iii) The employee will be permitted to retain title to his home and will retain responsibility for any and all indebtedness, if any, outstanding against his home. The New Company will assume no liability whatever in connection therewith.

(iv) If an employee purchases a different home between the date of this Agreement and the date he is required to move, he will be entitled to the benefits in this Section on the basis of application of the terms hereof to the home he owned as of the date of this Agreement.

(v) An employee qualified to participate in this property settlement and electing this Option (A) will notify the New Company within thirty (30) days of the date he is required to move providing evidence of ownership and length of such ownership, whereupon payment provided herein shall be made within thirty (30) days thereafter.

Option (B) A qualifying home owner electing to exercise Option (B) will be allowed the fair market value of his home upon delivery to the New Company or its nominee a good and sufficient title to the property. In addition for each year, over ten (10) years, the employee occupied his home prior to the date of transfer, he will be allowed an additional one per cent per year of the fair market value, but not to exceed the number of years of continuing service with his employing Carrier party to this Agreement and not to exceed 25 per cent. As customary in real estate transactions, the home owner electing to dispose of his home under Option (B) will furnish title thereto at his expense, satisfactory to the New Company or its nominee.

(2) If an employee is under contract to purchase his home, as of the date of this Agreement, the New Company shall protect him against any loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him of any further obligations under his contract.

(3) If an employee holds an unexpired lease of a dwelling occupied by him as his home, the New Company shall protect him from all loss and cost in securing the cancellation of his said lease.

(c) In the event of dispute arising over fair market value as referred to in Option (A) and (B), loss under a contract to purchase or loss and cost in securing termination of a lease, the following procedure will be followed in resolving the dispute:

A joint conference shall be arranged between the employee or representatives of the locomotive engineers and the New Company within ten (10) days of the dispute arising. If they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the employee or the representatives of the locomotive engineers and the New Company, respectively; these two shall endeavor by agreement within ten (10) days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the president of the local board or association of realtors shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other

expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

(d) The term "home" as used herein, means the single primary place of abode of a locomotive engineer which is a structure consisting of not more than two (2) dwelling units (duplex) and located on a building site of not more than one (1) acre and which is utilized for residential purposes only.

(e) In addition to the property settlement it is recognized there will be certain moving expenses and time lost by an employee required to move. Therefore, any employee home owner or any employee who is maintaining a bona fide permanent residence required to move in pursuance of Item (a) hereof will be paid the sum of \$500.00 and six (6) basic days at the rate of last service performed to cover moving expense and time lost, in addition to benefits (except the two (2) days for wage loss) provided in Section 10 of the Washington Job Protection Agreement.

* (f) Changes in place of residence subsequent to the initial change covered by the merger and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section. No employee will be eligible to participate more than once in the property and/or moving expense provisions hereof except in the event a protected employee is required by the New Company to move outside of his pre-existing seniority district a second time, then Section 11 of the Washington Job Protection Agreement and Item (e) hereof will apply to that move.

* (g) A protected employee who did not own his home as of December 31, 1967, who is therefore not subject to real estate benefits of Section 6 of this Agreement, will be entitled to benefits of Section 11 of Washington Job Protection Agreement, and Item (e) hereof.

* (h) Except as provided in paragraphs (f) and (g) hereof, the provisions of Section 11 of the Washington Job Protection Agreement are not applicable.

(i) Employees in military service or employees temporarily out of service who maintain bona fide residences will come under the provisions of this section upon the employee's re-entrance to the service.

Question 50: An engineer does not have sufficient seniority to obtain a position at the terminal in which he has been working on his pre-existing seniority district, but has sufficient seniority to obtain a position at some other terminal on his prior rights seniority district. If he voluntarily moves to the other terminal, is he entitled to Section 6 benefits?

Answer: No.

Question 51: If an engineer is required by the Carrier to move to take an engineer's job at a consolidated terminal, a portion of which was in his pre-existing seniority district, to protect his engineer's seniority, would he be entitled to Section 6 benefits?

Answer: Yes, unless he worked at or out of such terminal during his test period.

Question 52: If an engineer is qualified for Section 6 benefits and is not sure that he wants to consider the first move as a permanent transfer, what must he do?

**NOTE: Origin — 4/10/70 Agreement.*

Answer: Within thirty (30) calendar days of the date he begins work out of the new terminal he must notify the Division Superintendent in writing that it is a temporary move.

Question 53: If the engineer decides at a later date he wants to make it his permanent move and receive Section 6 benefits, what must he do?

Answer: He must notify the Division Superintendent in writing that he wants to make the move permanent. Arrangements will then be made to send him form letters to be completed to prove ownership of home, if any, and instructions on moving household goods.

Question 54: If an engineer voluntarily moves outside the terminal of his established residence of his pre-existing seniority district to take a job as engineer on his enlarged seniority district, is he entitled to Section 6 benefits?

Answer: No.

Section 7

Following the final effective date of the Commission's Order and upon thirty (30) days notice by either party, representatives of the Brotherhood of Locomotive Engineers and the New Company shall make arrangements to meet for the purpose of agreeing on applying one of the existing schedule agreements covering locomotive engineers on the GN, NP, CB&Q and SP&S, on the New Company. It is understood such agreement will be subject to this Agreement and any implementing agreements and Disputes Committee decisions made pursuant thereto.

Negotiation of amendments to such schedule shall be confined to existing schedule rules in one of the four schedule agreements; other changes will be made in accordance with Section 6 of the Railway Labor Act.

It is further understood and agreed that this Section is not within the purview of Section 10 of this Agreement.

Section 8

The right of the New Company to transfer work throughout the merged system is recognized. In consideration of the foregoing employee benefits, representatives of the Brotherhood of Locomotive Engineers will upon formal notice as contemplated by Section 4 of the Washington Job Protection Agreement, enter into implementing agreements providing for the use of employees, the allocation and rearrangement of forces, rearrangements and changes in seniority districts, terminals, terminal points, points of automatic release, switching limits and any other impediments to an integrated operation, any or all of which may be made necessary by changes for which protection is herein provided.

Section 9

(a) The purpose of this Section is to provide for the payment of allowances to eligible locomotive engineers who thereupon shall retire and resign from the service of the Carriers and the New Company so as to create whatever vacancies may be needed to avoid losses in employment and to minimize the necessity for transfers. If the Carriers and/or the New Company exercise the option provided in this Section, it or they shall offer the opportunity

to resign and accept a retirement allowance to locomotive engineers in seniority order on the seniority district involved. Locomotive engineers offered the opportunity to resign will not be compelled to do so.

(b) 1. The amount of the retirement allowances shall be based upon the age of the eligible locomotive engineer as of his nearest birthday on the date such allowance is offered. The amount of such allowances shall be:

Age at Nearest Birthday	Allowance
64 and under	12 months pay
65	10 months pay
66	8 months pay
67	6 months pay
68 and over	4 months pay

In determining retirement allowance, the appropriate number of months' pay shall correspond with the earnings in the number of months provided immediately preceding the last day of compensated service.

2. For the purpose of this Section, the ages and birth dates of locomotive engineers shall be those shown in the records of the employing Carriers.

(c) The term "eligible locomotive engineer," as used in this Section, means a locomotive engineer who, on the date the allowance is offered, is then assigned to a locomotive engineer position on one of the Carriers or on the New Company and is qualified to continue in service as a locomotive engineer.

(d) The acceptance of the retirement allowance shall be at the option of the eligible locomotive engineer to whom offered. Acceptance shall be in writing, shall be irrevocable and shall be received by the supervisor offering the allowance within fifteen (15) calendar days of receipt of such offer.

(e) An eligible locomotive engineer who elects to accept and is awarded an allowance shall thereupon terminate his employment relationship with the employing Carrier, and the effective date of such termination shall be that date so specified by the employing Carrier, and such date shall be within thirty (30) days of the date of the offer, unless otherwise agreed by the parties hereto. A minimum of fifteen (15) calendar days advance notice of the date of termination of employment shall be given the locomotive engineer offered a retirement allowance.

(f) The allowances provided in this Section shall be paid within sixty (60) calendar days of the date of the termination of employment relationship of the eligible locomotive engineer, except that at the option of such locomotive engineer the allowance will be paid in two (2) or three (3) equal annual installments.

(g) The retirement allowance herein provided for will be in addition to any vacation allowance to which a locomotive engineer accepting said retirement allowance is entitled as of the date of his retirement.

(h) Sections 7 and 9 of the Washington Job Protection Agreement of May 21, 1936 shall not be applicable to locomotive engineers subject to the provisions of this Agreement.

Question 55: Does Section 9 apply to the prior seniority rosters or to the consolidated seniority rosters in offering retirement allowance in seniority order?

Answer: No, Section 9 applies to engineers working where there is a surplus of engineers and Carrier decides to offer such allowance.

Question 56: Will each individual in seniority order be notified separately?

Answer: Yes, notice will be given to each of the engineers working where a surplus exists, showing how many retirement allowances are being offered, and seeking applications, with retirement allowances to be made in seniority order to the extent of the number of such allowances offered.

Section 10

For the purposes of the Great Northern Pacific & Burlington Lines merger, Section 13 of the Washington Job Protection Agreement is inapplicable and the following provisions shall apply in lieu thereof:

In the event any dispute or controversy arises between the Carriers and/or the New Company and the representatives of Brotherhood of Locomotive Engineers with respect to the provisions of an implementing agreement upon which the parties have failed to reach agreement in accordance with Section 8 of this Agreement, the interpretation or application of any provision of this Agreement or of the Washington Job Protection Agreement (except as defined in Section 6 of this Agreement) or of any implementing agreement entered into between the New Company and the representatives of the Brotherhood of Locomotive Engineers pertaining to the said merger or related transaction, which cannot be settled by the Carriers and/or the New Company and the representatives of the Brotherhood of Locomotive Engineers within thirty days after the dispute arises, such dispute may be referred by either party to a Disputes Committee for consideration and determination. Upon notice in writing served by one party on the other of intent by that party to refer the dispute or controversy to a Disputes Committee, each party shall, within ten (10) days, select a member of the Disputes Committee and the members thus chosen shall endeavor to select a neutral member who shall serve as Chairman. Should the members designated by the parties be unable to agree upon the appointment of the neutral member within ten (10) days, either party may request the National Mediation Board to appoint the neutral member, whose compensation and expenses shall be paid in accordance with existing law. If any party fails to select its member of the Disputes Committee within the prescribed time limit, such party's Chief Executive Officer or his designated representative shall be deemed to be the selected member and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. The Committee shall meet within fifteen (15) days of the selection or appointment of the neutral member and shall render its decision within sixty (60) days thereafter. The decision of the majority of the Disputes Committee shall be final and binding.

Section 11

This Agreement shall not be construed or used to prohibit or in any way limit the rights or obligations of the parties to modify or make changes in agreements affecting rates of pay,

rules or working conditions to which the Carriers are parties and which may be effectuated through concerted or national handling in the railroad industry.

Section 12

Should any other carriers be included in the Great Northern Pacific & Burlington Lines merger, the provisions of this Agreement shall be extended to the employees of such carriers represented by the Brotherhood of Locomotive Engineers.

Section 13

This Agreement is intended to provide a fair and equitable arrangement for the protection of the interests of the Carriers' employees represented by the Brotherhood of Locomotive Engineers as provided in Section 5 (2) (f) of the Interstate Commerce Act, as amended. Signed at St. Paul, Minnesota, this 29th day of June, 1965.²

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

/s/ K. C. Sallee
General Chairman
Chicago, Burlington & Quincy Railroad Company

/s/ C. D. Kempf
General Chairman
Great Northern Railway Company

/s/ G. R. Bichsel
General Chairman
Northern Pacific Railway Company

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

/s/ W. M. Dunegan
General Chairman
Spokane, Portland and Seattle Railway Company

APPROVED:

/s/ L. S. Loomis
Assistant Grand Chief Engineer

²This reprint includes revisions and clarifications subsequently agreed upon by the parties between June 30, 1965 and September 30, 1970, both inclusive.

FOR THE GREAT NORTHERN PACIFIC & BURLINGTON LINES, INC.

/s/ C. A. Pearson /s/ H. J. Tierney
/s/ G. M. Hare /s/ A. E. Egbers

FOR CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY

/s/ A. E. Egbers
Asst. to Vice President-Operation

FOR THE GREAT NORTHERN RAILWAY COMPANY

/s/ C.A.Pearson
Vice President-Personnel

FOR THE NORTHERN PACIFIC RAILWAY COMPANY

/s/ G.M.Hare
Chief of Labor Relations

FOR THE SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

/s/ H. J. Tierney
Chief of Personnel

ATTACHMENTS:

Appendix A — Sections 10 and 11 of Washington Job Protection Agreement

Appendix B — Rosters of locomotive engineers represented by the organization party to the Agreement on each of the carriers involved entitled to preservation of employment, compensation and fringe benefits as of the effective date of this Agreement or subsequent thereto up to and including March 2, 1970, and also indicating all locomotive engineers and/or qualified engineers demoted or on furlough or leave of absence, setting forth carrier by which employee is employed. (Rosters omitted from this reprint, but will be furnished BLE General Chairmen).

Appendix C — Monthly allowance claim form.

Appendix A

**Sections 10 and 11
Washington Job Protection Agreement
of May 21, 1936**

Section 10(a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the

employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by co-ordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section.

Section 11 (a) The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

(1) If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

(2) If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

(3) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.


(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its

sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

APPENDIX C

Burlington Northern Inc.
CLAIM FORM - Merger Protection Pay - BLE



Statement must be filed not later than the 15th day of second month following month of claim.

Print Name (Last, First, Middle Initial, Last Name, Care, Jr, Ring, etc.)												Occupation												Employee Number												Social Security Number													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
Miles Travelled												Division												Date																									

Payroll to merger Protection Agreement applicable to employees represented by Brotherhood of Locomotive Engineers, claim is hereby filed for an adjustment in the compensation received by me for the month of _____, 19____.

The following information is furnished in order that computation may be made of compensation due me, if any, under this claim:

Home District Component Railway (check one): GN NP CB & O RP & S

First period: Average monthly hours _____ Hours worked during month _____ Date entered service _____
 Average hourly rate _____

1. Monthly test period allowance (guaranteed)		\$
2. Gross amount earned during month (within test period hours)		\$
3. Gross claim, subject to adjustments (Item 1 minus Item 2)		\$
4. During month of claim I was laid off for personal reasons or was not available for service on the following dates: (a) _____ * (b) Hours involved in voluntary absences _____ * (c) Earnings lost - 4(b) times average hourly rate _____	NS	
5. Transition factor adjustment in yard service _____ days	NS	
6. During month of claim I did not exercise seniority to the following service which would have produced greater compensation under applicable merger agreement: (a) _____ * (b) Total earnings lost due to failure to exercise seniority _____	NS	
7. Deduct total adjustments - (Items 4(c), 5 and 6(b))		\$
8. Amount of claim (Item 3 minus Item 7)		\$

Benefits received for days of unemployment during month of claim: _____

I hereby certify that the above information is true and correct.

Signature of Claimant: _____ Approved: _____
 Signature: _____ Supervisor: _____

*To be completed by Claim Checker.
 Copy - Local Chairman

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