

T. W. Hardy  
Senior Vice Chairman

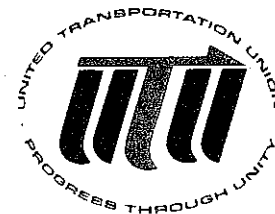
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Junior Vice Chairman

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Vice Chairman,  
Enginemen

**united**  
**transportation**  
**union** General Committee of Adjustment  
(Conductors - Trainmen - Yardmen - Enginemen)  
**BNSF - Santa Fe RR Company**

Texas Division  
P.O. Box 3069  
Temple, TX 76505



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General Chairman

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July 16, 1998

GO 393-124-98

Mr. M. J. Molitor  
Texas Division Superintendent  
BNSF Railway Company  
14100 John Day Road  
Haslet, Texas 76052

Dear Sir:

This has reference to our discussion concerning the establishment of yard transfer service at Temple, Texas, with one ground service person.

So long as it does not infringe on existing contractual rights held by other crafts, the yard transfer position may be required to:

1. Herd power, including making air hose coupling between the engine and train and MU the assembled consist.
2. Set out bad orders from made up trains.
3. Move solid trains from one point within switching limits to another point within switching limits and secure train.
4. May assist road crews in making pickups and/or setouts, including set and release of hand brakes, making couplings, and relaying and/or giving instructions via hand and /or radio signals, but will not perform pickups or setouts on trains being transferred, other than bad orders.
5. Line main track and yard switches within switching limits.
6. Make air hose couplings between cars and assist in or perform initial terminal inspection and air tests.

7. When assisting a road crew, the yard transfer position will become a member of that crew.
8. Yard transfer position will not perform service outside of switching limits.
9. Yard transfer position may yard trains DOL within the switching limits.
10. Yard transfer position will not be used to perform interchange work.
11. ETD and air pay will not be payable to these positions.
12. Rate of pay for this position will be \$181.99 per day in addition to \$35.00 allowance, which will not be considered duplicate time payment, for working reduced crew, both being subject to future wage increases. Eight hours or less shall constitute a days work.
13. Yard transfer positions will be for no less than 5 days.
14. Vacation pay shall be paid at 1/52nd of the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six(6) basic days' pay at Yard Foreman's rate of pay.
15. Personal leave days for this position shall be paid at the rate of \$148.64 per day.
16. The assigned employee will not exercise his seniority off this assignment for ninety (90) days after assigned thereto.

It is understood that when the yard transfer position assists a conductor in performing service defined by Article II (2) of the 1992 Memorandum of Agreement as a work event, the service performed will still be a work event for the conductor.

#### Questions and Answers

- Q1. If the yard transfer position is required to handle an ETD when assisting a road ground crew, will the road ground crew be allowed payment for handling the ETD (Code 34)?
- A1. Yes.
- Q2. May yard transfer position be used to perform general switching?
- A2. No.

Q3. May yard transfer position be supplemented with additional yardmen to make full yard crew?


A3. No.

Yard transfer positions will be handled in accordance with Article 22 (d) (f) Yardman's Schedule Agreement.

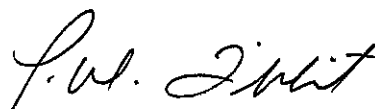
The parties have entered into this agreement as part of their continued efforts to work together to succeed in the competitive transportation marketplace. This agreement will be interpreted to accomplish that goal and shall have no application, precedential value or persuasive force in any other setting, including failure of ratification.


This agreement will become effective \_\_\_\_\_ and will remain in effect subject to ten (10) days written notice by either party of a desire to change or to terminate it.

If the foregoing correctly describes our understanding, please sign below.

  
\_\_\_\_\_  
Agreed: Local Chairman  
United Transportation Union

  
\_\_\_\_\_  
Division Superintendent  
For the Carrier

  
\_\_\_\_\_  
Approved: General Chairman  
United Transportation Union

  
\_\_\_\_\_  
General Director Labor Relations  
For the Carrier