

**MEMORANDUM OF AGREEMENT**  
**between**  
**BURLINGTON NORTHERN INC.**  
**and**  
**UNITED TRANSPORTATION UNION**

**Lodging Agreement**

In full and complete disposition of the Organization's notice of September 6, 1979, served under Section 6 of the Railway Labor Act, the following provisions are agreed to:

1. "Suitable lodging" furnished by the Carrier to conductors and brakemen will meet the following specifications:

- (a) Rooms will be single occupancy with bathroom and will contain toilet, sink, shower or tub, with an adequate supply of hot— and cold— running water and a sufficient supply of soap and clean hand and bath towels.
- (b) Full—size bed with hotel—type mattress and box springs.
- (c) Individually controlled heating and cooling.
- (d) Windows with moveable drapes or curtains of the type that exclude light (opaque), and doors that can be locked.
- (e) Each room shall be carpeted and furnished with an upholstered chair, desk, lamp and table.
- (f) Television at the facility shall be available to the occupant.
- (g) Smoke detectors shall be provided in each room or in hallways
- (h) Towels and linens will be changed after each occupancy and room cleaned. The bedroom, bathrooms, toilet facilities and towels and linens shall be kept in a clean and sanitary condition
- (i) A telephone should be in each room or an effective calling system provided for the facilities where front desk is not manned at all times

2. If lodging facility is located more than three— fourths of a mile from on and off—duty point, transportation shall be provided without cost to employees.

3. If rooms are not available when crew arrives at lodging facility where rooms are to be obtained, the crew will be paid on a minute basis at the pro rata rate paid them for last service performed for all time in excess of thirty minutes until rooms are available.
4. If no eating facilities are available at or within three—fourths of a mile from place of lodging, transportation to an eating facility will be provided.
5. The parties recognize that lodging at some locations may not be available which will exactly satisfy all of the specifications outlined in this agreement. In that event the lodging facility which comes closest to satisfying these specifications will be utilized.
6. In the event the General Chairmen do not agree that the lodging facilities provided constitute “suitable lodging” as described herein, a prompt on—the—ground investigation will be made with the view of effecting necessary correction. If the parties still cannot agree on whether lodging is suitable, or whether there is a suitable alternate facility, the dispute may be submitted to a Public Law Board for a final and binding decision. There after, the issue regarding lodging at the same location may not be reopened for a period of one year.
7. Nothing in this agreement shall restrict Carrier’s right to construct lodging facilities at any point, provided such facilities shall meet the specifications set forth herein This agreement cancels provisions of existing rules and agreements dealing with criteria and specifications for suitable lodging facilities. Existing agreements relating to money payments in lieu of lodging remain unaffected hereby. This agreement becomes effective **August 1, 1980** and shall continue in effect thereafter subject to the provisions of the Railway Labor Act.

Signed at St. Paul, Minnesota, this **16<sup>th</sup>** day of **July 1980**

For:  
UNITED TRANSPORTATION UNION  
MM Winters (SIGNED)  
General Chairman

For:  
BURLINGTON NORTHERN INC.  
AE Egbers (SIGNED)  
Vice President—Labor Relations

GD Hitz (SIGNED)  
General Chairman

FW Kruger (SIGNED)  
General Chairman

DE Wegler (SIGNED)  
Associate Chairman

BW Long (SIGNED)  
Associate Chairman

HJ Carstens (SIGNED)  
Assistant Chairman

**B**urlington Northern

176 East Fifth Street  
St. Paul, Minnesota  
55101

**July 16, 1980**

Mr. G.D. Lutz, Gen Chm, UTU  
10200 W 44th Aye, Wheat Ridge, CO 90033  
Mr. M. M. Winter, Gen Chm, UTU  
687 Midwest Bldg, St. Paul, MN 55101  
Mr. F. W. Kruger, Gen Chm  
412 Bremer Bldg, St. Paul, MN 55101  
Mr. D. LX Wegler, Assoc Ohm, UTU  
412 Bremer Bldg, St. Paul, MM 55101  
Mr. B. W. Long, Assoc Ohm, UTU  
10200 W 44th Aye, Wheat Ridge, 00 80033  
Mr. H. J. Carstens, Asst Gen Ohm, UTU  
612 E McLoughlin Blvd, Vancouver, WA 98663

File OT-l(c)-  
Notice 9/6/79

Gentlemen: With respect to the Lodging Agreement reached this date identified as Labor Agreement BN7-16-80, it was understood that crews who are being transported to lodging will be so transported immediately after the full crew ties up without undue delay.

Payment as provided for in Item 3 of the above referred to Agreement will commence after arrival at the facility at which rooms are to be furnished for that layover period.

Sincerely,  
( SIGNED )  
AE Egbers  
Vice President