

**BNSF**WENDELL BELL  
General Director - Labor Relations

The Burlington Northern and Santa Fe Railway Co.

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September 19, 1997

Mr. John Mullen, GC  
Bhd. of Locomotive Engineers

Dear Mr. Mullen:

This will confirm some understandings reached concerning Article 2, Section 2 of  
UP-SP Trackage Rights Implementing Agreement 5.

We have discussed and agreed on the following:

1. BNSF engineers, initially transferring to Grand Junction under Article 2, Section 1B, will also have prior rights at Grand Junction.
2. Following the process under which the Denver and Grand Junction rosters will be topped and bottomed, people who are already on the former Santa Fe's Denver District Roster can exercise seniority to Grand Junction, but cannot be forced to assignments there.
3. Any former SP engineers hired subsequent to September 1, 1997 will not have prior rights or any entitlement to the other benefits set forth in this Section.

Please indicate your acceptance of these understandings by signing this letter.

Sincerely,

A handwritten signature in cursive script that reads "Wendell".

Accepted:

A handwritten signature in cursive script, appearing to be "RM", written over a horizontal line.  
General Chairman - BLE

up5bsl1

9.19.97

# MEMORANDUM OF AGREEMENT

between

BURLINGTON NORTHERN RAILROAD  
THE ATCHISON, TOPEKA & SANTA FE RAILWAY Co.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

This Agreement addresses some seniority issues involving Santa Fe engineers that appear to arise in the context of the new UP-SP trackage rights/purchase operations. More particularly, this Agreement addresses the situation of employees who bid to these new operations away from their engineers' seniority and service on an existing seniority district on BNSF. An example would be a Los Angeles Engineer electing to take one of the new positions (as Engineer or as Conductor) at San Antonio. The Agreement, however, does not apply to a situation where an existing BNSF seniority district is expanded to include the new trackage rights operation.

## IT IS AGREED:

1. Engineers, whose names appear on existing Santa Fe engineers' seniority rosters, and who accept assignment on these new territories will continue to retain and accumulate seniority on their original seniority district.

2. However, such engineers will be permitted to return to their original seniority district only under the following conditions:

- a. The engineer is unable (except for disciplinary reasons) to hold any engineer assignment (including the engineers' extra board) on the new territory; or
- b. If the engineer has been on the new territory for less than three years (commencing on the date of the engineer's first service on the new territory), or between two and three years for engineers who have elected to receive the benefits

of a BNSF Moving Benefits Package, the engineer may, upon 90 day's written notice, voluntarily return to his prior district, relinquishing all rights on the new territory.

c. If the engineer elects to remain on the new territory at the end of the three-year period, the engineer may not voluntarily return to his original seniority district except in accordance with paragraph (a) above.

3. Any engineers who return to their original seniority district under paragraph 2(a) will retain their ranking on the seniority roster (or order of selection list), and will be permitted to return when they are notified that they are able to hold a regular assignment on the trackage rights territory. An employee who has received notification of recall to the new territory has 30 days from the date the notice was received to return to the new territory. If the employee declines to return within the 30 day period, the employee will forfeit all rights as an engineer on the trackage rights territory. In that event, the employee and the involved General Chairman will be notified, in writing, by the carrier that the employee has forfeited all rights as an engineer on the new territory.

4. A promoted engineer who takes a position on the new territories will not be subject to recall, as an engineer, on his prior seniority district

Signed and accepted at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 1996

for  
BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

for BURLINGTON NORTHERN RR.  
and THE ATCHISON, TOPEKA &  
SANTA FE Ry.

  
General Chairman

  
Director - Labor Relations

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Director - Labor Relations



UP-SP TRACKAGE RIGHTS IMPLEMENTING AGREEMENT 5

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY Co.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. The purpose of this agreement is to provide for expedited changes in services, facilities, operations, seniority districts and existing collective bargaining agreements to effectuate the trackage rights approved by the Surface Transportation Board in Decision No. 44 of Finance Docket No. 32760. The purpose is also to enable the company to provide effective competition to the combined UP-SP in corridors where such trackage rights have been granted, and to allow for integration of these trackage rights operations with other BNSF operations.

2. This particular Agreement covers immediate operations in the Denver - Salt Lake City corridor only.

IT IS AGREED:

Article 1 - Seniority Districts

Section 1.

The territory is incorporated as a new seniority district under the former Santa Fe Eastern - Western Lines Engineers' Schedule.

Section 2

A. Grand Junction will be the initial home terminal in this service. Denver may later become a second home terminal in the Denver - Grand Junction portion of this

territory, and the parties will meet in accordance with Section 4 of the Norfolk & Western Conditions, to agree on the arrangement of forces for this operation.

B. Two engineers' pools will be established at Grand Junction. The west pool will provide straight-away and turnaround service in the territory between Grand Junction and Roper Yard in Salt Lake City. The east pool will provide straight-away and turnaround service in the territory between Grand Junction and Denver. A single extra board will be established at Grand Junction, in accordance with the controlling agreement, to provide relief for the respective pools and any other necessary service originating at Grand Junction. The actual miles run are as follows:

Grand Junction - Salt Lake City:	296
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Grand Junction - Denver:	275
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C. Helper service between Denver and Granby will be provided by a separate helper board to be established at Denver and operated under Santa Fe schedule rules, in the same manner and under the same conditions as the current Santa Fe Helper Board at Denver. Engineers in the Denver helper pool may be used to afford relief on trains that die under the Hours of Service Law at or east of Bond. Engineers in this helper pool may be used to help or dogcatch (as provided by schedule rules) more than one train in a single tour of duty, without being automatically released upon arrival at Denver. This helper pool may be augmented by use of qualified people from the BN-CS Consolidated Yard Engineers Extra Board. (Helper service between Provo and Helper, Utah will be provided by the Utah Railway.)

D. When Grand Junction east engineers, destined to Grand Junction, are relieved under the hours of service at or west of Akin, the first out engineer in the Grand Junction west pool may be used. When so used, the Grand Junction west engineer will be transported to the train and handle it through Grand Junction, without release, and handle the train on to Provo. Grand Junction west engineers used in this manner will be paid actual miles transported and run west of Grand Junction with a minimum of 25 miles.

When Grand Junction west engineers, destined to Grand Junction, are relieved under the hours of service at or east of Ruby, the first out Grand Junction east engineer may be used. When so used, the Grand Junction east engineer will be transported to the train and handle it through Grand Junction, without release, and handle the train on to Denver.

Grand Junction east engineers used in this manner will be paid actual miles transported and run west of Grand Junction with a minimum of 25 miles.

3. When trains destined to Salt Lake City are relieved under the hours of service at or west of Provo, and there are no rested and available engineers at Salt Lake, the company may use Utah Railway engineers to dogcatch a BNSF train.

### Section 3

The former Santa Fe Schedule covering engineers, as modified and amended, will be applicable in this territory.

## Article 2 - Selection of Forces

### Section 1

Preferences to assignments for the operation will be as follows:

- A. At Grand Junction:
  - 1. Certified engineers from the DRGW System Roster for Engineers presently headquartered at Grand Junction who take positions with BNSF on or before August 15, 1997.
  - 2. BNSF engineers, from throughout the system, selected in the order of their promotion dates.
- B. At Denver: Positions will be advertised to engineers from former BN, former C&S and former Santa Fe. The successful bidder will be selected in the order of his or her promotion date, and, in the event of a tie, in the order of birth dates. However, for each set of three assignments, one position will be allocated to former C&S engineers, one to former BN engineers and one to former Santa Fe engineers, and these allocations shall govern the manner by which bids are awarded. If a particular slot goes no-bid, former Santa Fe engineers would be force assigned.

### Section 2

A. Former SP Engineers, hired under Section 1A of this Article, will be ranked on the Grand Junction seniority district roster in the same relative standing in which they presently stand on the DRGW System Roster for Engineers, and will have prior rights at Grand Junction. BNSF engineers, transferring to Grand Junction under Section 1B of this Article will be dovetailed amongst themselves on the basis of their engineers' seniority dates, and then placed below the former SP engineers on the Grand Junction seniority



district roster. Additionally, after the initial assignments, the Grand Junction and former Santa Fe's Denver District Engineers' rosters will be topped and bottomed. Employees hired or promoted on or after that date will establish seniority on both rosters.

B. The attached Memorandum of Agreement, dealing with protecting engineer service on a prior seniority district, will apply to this trackage rights operation.

C. If any former SP Engineers, hired under Section 1 of this Article, are subsequently furloughed, it is understood that they would be offered employment, under applicable schedule rules, at other points on the BNSF system where engineers are needed.

D. During the first six years after commencement of operations, should the company cease operations on this new corridor, the affected employees who make an actual *bona fide* change in residence pursuant to an exercise of their seniority will receive all the benefits of the BLE Moving Benefits Package, signed on February 19, 1996, provided that they exercise seniority to a location where, in the company's opinion, there is a need for additional engineers. The terms of this paragraph shall also apply to any former SP engineers if there is a reduction in force at Grand Junction resulting in their furlough.

### Article 3 - Supplements

The elements contained within this article are included strictly and only in exchange for the Organization's cooperation in expeditiously reaching a voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the Norfolk & Western Conditions. Since these elements go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they shall have no application, precedential value or persuasive force in **any** other setting, including failure of ratification.

#### Section 1

For a one year period after initiation of operations, any BNSF employee who is the successful bidder for one of the newly established positions will, for a 60-day period, be provided lodging at both the home and away from home terminals and a meal allowance of \$40 (or \$80 per day if the employee elects to provide his own lodging).

## Section 2

A. During a one year period following commencement of operations and when either the Grand Junction east or west pool requires 4 or fewer turns, active employees in that particular pool shall earn a payroll period compensation guarantee of not less than the applicable engineer extra board guarantee.

B. The amount of the employee's payroll period compensation guarantee may be prorated or reduced on the basis of 1/15 for each 24 hour period or portion thereof, when an employee lays off or is otherwise unavailable for service.

## Section 3

A. Overmiles on these runs will be paid as if these were Intrase seniority District runs under the Award of Arbitration Board No. 458 and the ATSF-BLE Agreement of 1996.

B. In order to expedite the movement of trains over these crew districts, the company shall determine the conditions under which such engineers may stop to eat. When engineers, working or deadheading, are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless the engineer is on duty in excess of eight hours, in which event \$5.00 will be allowed in lieu of the \$1.50. If in conductor-only service, and a qualifying engineer is on duty in excess of eight hours, \$6.00 will be allowed rather than \$5.00. These payments will be payable to engineers with seniority dates before and after November 1, 1985.

C. The special district pay in Article 5 of the ATSF - BLE Agreement of 1996 will apply to each engineer who works a through freight trip as a road freight engineer between the terminals of Grand Junction and Denver, Colorado.

## Article 4 - General

### Section 1.

A. The parties have negotiated this Agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement.



B. The parties will meet within 90 days of the implementation of this Agreement to review its operation.

## Section 2

A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All preexisting agreements that do not conflict with the terms of this agreement remain in full force and effect.

B. This implementing agreement is made pursuant to the Norfolk & Western Conditions which, by this reference, are incorporated here.

C. Except as specifically provided, nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the Norfolk & Western Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

## Section 3

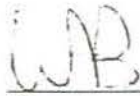
This agreement will become effective upon 5 days' written notice from the company, after execution by the parties. It may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 1997

for BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

for THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.

  
\_\_\_\_\_  
General Chairman

  
\_\_\_\_\_  
Director - Labor Relations

\_\_\_\_\_  
General Chairman

\_\_\_\_\_  
Director - Labor Relations