

MEMORANDUM OF AGREEMENT
Between
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY
COMPANY
And The
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Pursuant to Article IX of the 1986 Award of Arbitration Board No. 458, BNSF may establish interdivisional service between San Bernardino, CA., and Needles, CA., through the terminal of Barstow, CA., as set forth below:

1. A pool of engineers will be established and maintained at each home terminal, pursuant to current schedule rules, sufficient to man the service between San Bernardino, CA., and Needles, CA., for trains that either originate or terminate at San Bernardino, CA. At each terminal an engineers board having a "primary" and "secondary" list shall be maintained that will operate in the manner described below:
 - 1.1 The primary list at each terminal will be the list from which engineers will be called, in turn, to work or deadhead to the other terminal (except as provided in Sections 3 and 4 hereof).
 - 1.2 The secondary list will be a list of engineers at their home terminal but who have not advanced to the primary list.
 - 1.3 Each engineer arriving at its home terminal will be placed at the bottom of the secondary list except when entitled to "restoration of turn" or when he has "run-around" some other engineer that is entitled to "restoration of turn" under Section 3.3 hereof.
 - 1.4 Except when an engineer arrives "out of turn," each engineer arriving at the away-from-home terminal will be placed on the bottom of the primary list even though this will result in exceeding the "quota" established under the provisions of Section 1.5 below.
 - 1.5 The number of home terminal engineers (i.e., "quota") that will normally be on the primary lists at San Bernardino, CA. and Needles, CA., will be initially determined and later changed (from time to time as service requirements and engineer availability change) by the Division Superintendent or designated Carrier Officer (Crew Planner), after conferring with the involved BLE Local Chairman, with immediate notification being given to all involved BLE Local Chairmen. This quota may be different at each terminal.

- 1.6 The number of engineers (i.e., "quota") on the secondary list will be the difference between the number of engineers with that home terminal and the number of those home terminal engineers on the primary list.
- 1.7 When an engineer arrives at his home terminal (except when he arrives "out of turn") and adding the engineer to the secondary list causes that list to exceed its current quota, the first-out engineer on the secondary list will be immediately moved to the bottom of the primary list. If an engineers arrives at his home terminal "out of turn," he will be marked up in accordance with Section 1.3 as soon as the proper order of markup can be determined.
- 1.8 It is understood that if the designated Carrier Officer (Crew Planner) fails to maintain the proper equalization of work under this Section, upon demand of the designated Local Chairman the proper adjustment will be made in order to assure that this Agreement is properly applied.

EXAMPLES:

E-1 At San Bernardino there are ten long pool engineers assigned. The quota for the primary list is six at that time and the quota for the secondary list is therefore four. A San Bernardino engineer arrives there at a time when there are already four engineers on the secondary list. The first-out engineer on the secondary list will be immediately moved (i.e., marked up) to the bottom of the primary list since if this were not done, there would have been five engineers on the secondary list (which would have exceeded the secondary list's quota).

E-2 At San Bernardino, the primary list stands as follows at the time a decision is made to deadhead a Needles engineer to its home terminal "out of turn" (in order to reduce the number of away-from-home-terminal engineers):

- | | | |
|----|---------------------|----|
| 1. | San Bernardino Pool | #4 |
| 2. | San Bernardino Pool | #5 |
| 3. | Needles Pool | #7 |
| 4. | Needles Pool | #8 |
| 5. | San Bernardino Pool | #6 |
| 6. | Needles Pool | #4 |

Needles Pool #7 is called to "deadhead out of turn."

E-3 At San Bernardino, the primary list stands as follows at the time a decision is made to deadhead a Needles engineer (for the same reason as Example No. 2):

1. Needles Pool #2
2. San Bernardino Pool #4
3. San Bernardino Pool #5
4. Needles Pool #3

Needles Pool #3 is then called to "deadhead out of turn" on the train on which Needles Pool #2 is the working engineer. This "deadheading out of turn" pre-empts the usual "first engineer deadheads - second engineer works" principle.

2. The mileage on this interdivisional district service shall be equalized as follows to approximate 32% of the work to San Bernardino and 68% of the work to Needles engineers. District miles for this service are 254.
3. Crew Management
 - 3.1 Except as otherwise provided in this Agreement, long pool engineers will be called on a first-in, first-out basis from the primary list at each terminal, provided the first-out engineer has had full rest under the Hours of Service Law. If possible and when no other trains would be delayed thereby, the Carrier may delay the first-out engineer's call so that they may obtain full rest and depart in proper standing. If the first-out engineer is not rested, the next following engineer that has full rest will be used. If there are no rested engineers on the primary list, the first-out rested and available engineer on the secondary list will be called, with the understanding that an employee called off the secondary list shall not be disciplined account missing a call for service and shall retain his position on the secondary list. Should there be no engineer on either the primary or secondary list that is fully rested, then a make-up engineer may be called at the home terminal to operate for one round trip under the terms of this Agreement.
 - 3.2 Engineers shall not lay off at the away from home terminal, except in case of illness or emergency. If an engineer lays off at the away from home terminal, the turn shall be removed from the pool until such time as the engineer marks up at the home terminal. When the engineer marks up, the turn shall be placed to the bottom of the secondary board.
 - 3.3 Should an engineer lay off while on the primary board, the vacancy shall be filled from the extra board. In the event there are no qualified engineers on the extra board, or if the extra board is exhausted, the turn shall be removed from the primary list and a turn shall be advanced from the secondary list to the primary list.

- 3.4 Subject to the exceptions contained in this Agreement, engineers not called to report for duty or deadheading in order of their proper standing will be allowed one basic day at the applicable rate of pay for each time another engineer in the same service is improperly called to report before (i.e., in advance of) said engineer, and the engineer shall continue to retain the position held on the list until properly called. Engineers entitled to such payment will be entitled to "restoration of turn" under the provisions of Section 3.5. It is understood that, at the initial terminal, the Carrier may, without penalty, remove an engineer from the train for which called and place him on another train or deadhead him.
- 3.5 A long pool engineer whose rotation is affected by the provisions of Sections 3 and 4 shall be restored to proper turn (i.e., original rotation) at the next terminal if possible (if this is the away-from-home terminal and the engineer is not rested in time to be restored, restoration shall be accomplished at the home terminal), if the engineer does not tie up at the final terminal in the same order-of-standing as in effect when last called at the home terminal. Each long pool engineer arriving at either terminal will be marked up at the bottom of the applicable list except when entitled to "restoration of turn" or when the engineer has run-around some other long pool engineer that is entitled to "restoration of turn" pursuant to the terms of this Section.
- 3.6 When a long pool engineer is deadheaded out of one terminal via a mode other than a freight train, any question about being run-around by another long pool engineer with the same home terminal, or vice versa, shall be determined on the basis of proper order at the initial terminal.

4. Deadheading Out of Turn

- 4.1 Long pool engineers may be called to "deadhead out of turn" from the away-from-home terminal, at any time after arrival, regardless of their standing in relation to at home engineers and the normal pool rotation, except that engineers must be called first-in/first-out in relation to other long pool engineers with the same home terminal.
- 4.2 When two long pool engineers are to be called for the same train (one to work and one to deadhead), if one of the engineers is not rested and the other one is rested, the rested engineer will work the train and the unrested engineer will deadhead. (Note the exception in E-3 following Section 1.8.)

5. All miles run in excess of the miles encompassed in the basic day shall be paid for at the rate provided under the January 1, 1990 BLE (subject to the application of Article I, Section 8 of National Agreement effective May 31, 1996). Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
6. When an engineer is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, BNSF shall authorize and provide suitable transportation for the engineer. Suitable transportation includes BNSF owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.
7. Engineers shall be allowed a meal allowance, at the rate currently provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
8. In order to expedite the movement of interdivisional runs, engineers not afforded a meal period shall be paid an additional \$6.00 for the trip.
9. Engineers shall be paid overtime, on a minute basis, for all time on duty in excess of twelve (12) hours until released from service at the objective terminal.
10. Only in exchange for a ratified agreement, the Special District Pay provided under Article 5 of the 1996 Agreement shall be payable to Engineers in this service.
11. Engineers in this service shall be paid continuous held away from home terminal time for all time in excess of 16 hours at the away from home terminal until called for duty or, in the case of a terminal-to-terminal deadhead paid separate from service, until transportation departs.
12. Engineers in this service shall not handle trains in Los Angeles / Barstow service, Bakersfield / Needles service, or Needles / Barstow service.
13. Engineers in this service shall be permitted to advance their vacation period to coincide with the start of layover days.
14. Disciplinary hearings or investigations involving engineers in this service will be held at their home terminal, except when the majority of the principals and witnesses who are to attend live at other locations.
15. In connection with relieving pool freight crews in this service tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:

WESTBOUND TRAINS

Between Needles and Barstow, including Barstow, hours of service relief will be provided by the ID pool crew (in this service) standing first out at Needles.

Between Barstow and San Bernardino hours of service relief will be provided by an extra board crew called from the San Bernardino extra board.

EASTBOUND TRAINS

Between San Bernardino and Barstow, including Barstow, hours of service relief will be provided by the ID pool crew (in this service) standing first out at San Bernardino.

Between Barstow and Needles hours of service relief will be provided by the "Junior Pool" at Needles.

16. Every employee adversely affected either directly or indirectly as a result of the implementation of this Agreement shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement, Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 6 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.
17. Any engineer required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Change of residence shall not be considered "required" if the reporting point is not more than 30 miles from the engineer's residence or former reporting point.
18. The number of relocation packages shall be limited to a number equal to the number of engine service positions established in this pool, i.e., if four (4) engineer pool turns are established, BNSF shall not be obligated to provide relocation packages to more than four (4) engineers.
 - 18.1 During the six (6) year period immediately following the effective date of this agreement, should the total number of positions increase, the maximum number of relocation packages available shall also increase. However, there shall never be a number of relocation packages that would exceed the highest number of available positions in this pool at any one time.
19. In lieu of accepting any relocation benefits provided under the provisions outlined in Section 13 above, employees who are otherwise eligible for relocation benefits may opt for a lump sum payment of \$20,000. Such lump sum payment shall be paid upon documented proof that a bone fide relocation has been completed.

20. The following shall apply for a 45-day period following the effective date of this Agreement.
- 20.1 Successful applicants for positions in this service, who are otherwise eligible for relocation benefits, may utilize BNSF provided lodging in the San Bernardino area.
 - 20.2 Successful applicants for positions in this service, who are otherwise eligible for relocation benefits, shall be allowed an \$18.00 per one-way trip driving allowance when the employee actually drives from his residence to the new on-duty point at San Bernardino or actually drives from the new on-duty point at San Bernardino to his residence.
 - 20.3 Successful San Bernardino applicants for positions in this service shall receive a three (3) hour call for service.
 - 20.4 During this 45-day period, the parties shall meet to discuss the possibility of a permanent 2-hour call
21. Except as specifically modified herein, all other Agreements and understandings between San Bernardino and Needles remain in effect.

Signed at Fort Worth, TX. on _____, 1999 and effective
_____, 1999

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.:

Assistant Vice President Labor Relations

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:



General Chairman