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

Interdivisional service may be established between La Junta and Newton under the following conditions:

1. Interdivisional pool freight engineers will operate between La Junta and Newton.

2. BNSF will determine the ratio of calling home terminal and away-from-home terminal pool freight engineers at La Junta and Newton, dependent upon the needs of the service and engineer availability. The ratio of calling engineers with the same home terminal in comparison to engineers from the other home terminal, at either La Junta or Newton, shall not exceed 5:1, except as provided below.

   2.1 In the event of a bona fide emergency, the calling ratio shall not apply.

   2.2 In the absence of an available away-from-home terminal engineer, more than 5 home terminal engineers may be called.

   2.3 If either party to this Agreement is of the opinion that application of the 5:1 ratio creates undue hardship and imbalance, the matter will be discussed between the Local Chairmen and the Crew Superintendent. Failing resolution, the matter may be appealed by the General Chairman to the Assistant Vice President of Labor Relations.

3. Except in cases of emergency, engineers in this service shall only lay-off and report for service at the home terminal only.

4. When a pool freight engineer arrives at the home terminal the engineer shall be placed to the bottom of the home terminal board. When a pool freight engineer arrives at the away-from-home terminal, the engineer shall be placed to the bottom of the away-from-home terminal board. These shall be the “inactive” boards.

5. BNSF shall, at 4 a.m., 8 a.m., noon, 4 p.m., 8 p.m., and midnight, “activate” engineers from the “inactive” boards to a so-called “active” board. When engineers are activated, their order of call shall be determined and shall govern the order of engineers called for service. BNSF shall endeavor, to the extent possible, to activate only those number of engineers that BNSF believes are to be used during the following eight-hour period. So-called “cut-in” engineers may be eliminated from the active list at activation time.
5.1 It is understood that the Local Chairman and the appropriate Carrier Officer may, by mutual agreement, adjust the activation times specified in this Agreement.

6. When a “cut-in” engineer stands to be called from the active board, rested home terminal engineers in this service shall be offered the opportunity to work the turn. If a turn on the active board accepts the work, the “cut-in” turn shall replace the slot held by the turn accepting the work. If a turn on the inactive board accepts the work, the “cut-in” turn shall be eliminated.

7. BNSF may re-sort activated engineers on the active list, at 7:45 a.m. The intent of this Section is to reduce held away from home terminal time and reduce deadheading. It is not intended that this initiative be used to arbitrarily sort the active boards for other purposes. So-called “cut-in” engineers may be eliminated from the active list during re-sort. It is understood that an engineer may only be re-sorted once before being placed on duty after being placed on the active board. It is further understood that an Engineer shall not be “sorted around” after having been activated for 12 hours.

8. Once an Engineer is activated at the home terminal, that Engineer shall not be subject to receiving a call for service until the expiration of four (4) hours. For example, at locations where the calling time is 1 and \( \frac{1}{2} \) hours, an Engineer at the home terminal could not have an on-duty time prior to 5 and \( \frac{1}{2} \) hours after being activated. This provision shall not apply to Engineers at the away-from-home terminal.

9. The active board shall be updated at each activation time by deleting engineers that have been called during the prior four hours and adding engineers being activated.

**BALANCING OF POOL EQUITY**

10. As of 12:01 a.m. each Sunday, BLE Local Chairmen will be provided a status report of trips made by La Junta and Newton engineers during the preceding seven-day period (from the preceding Sunday at 12:01 a.m.).

10.1 BNSF will be obligated to obtain a trip equity reflecting 57% of the trips made by La Junta engineers and 43% of the trips made by Newton engineers, plus or minus 4 trips, at any point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day.

10.2 If at any point during the 72-hour period from 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day the trip equity balance is within four trips, no adjustment shall be made to balance the pool. A new balance cycle shall not begin until 12:01 a.m. on the 15th day, or 12:01 a.m. on the third Sunday.
10.2.1 When the trip equity balance is within four trips at any point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day of the cycle, the number of trips within the allowable parameter of four shall be carried over to the next balance cycle.

10.3 If a balance within four trips cannot be reached at any point during the 72-hour period from 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day of the cycle, BNSF shall be obligated to balance the trip equity (within four trips) to the home terminal pool with the lesser number of trips realized from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the 14th day. This to be accomplished by deadheading or working a sufficient number of engineers working the home terminal pool with the lesser number of trips (who are at either the home terminal or the away-from-home terminal) by 11:59 p.m. of the 14th day.

11. 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 Newton and Dodge City including Dodge City, the ID pool engineer (in this service) standing first out at Newton will provide hours of service relief.

Between Dodge City and La Junta an engineer from the La Junta extra board will provide hours of service relief.

**EASTBOUND TRAINS**

Between La Junta and Dodge City, including Dodge City, the ID pool crew (in this service) standing first out at La Junta will provide hours of service relief.

Between Dodge City and Newton an engineer from the Newton extra board will provide hours of service relief.

12 Engineers shall be allowed the run-through meal allowance currently provided under existing Agreements.

13 Pool freight Engineers called for and departing the terminal in this service will be allowed the mileage terminal to terminal, except when the service is interrupted by an emergency such as flood, washout, derailment, and the Engineer is returned to the originating terminal. In that event, the Engineer will be placed first-out, after securing full legal rest, over all others with the same Subdivided Seniority District, being given first consideration for deadhead to the home terminal. It is further understood
that payment of all district miles terminal to terminal does not apply to
Engineers called for a deadhead separate from service, nor does this
modify the current call and release rule.

14 Engineers governed by the terms of this Agreement shall receive
continuous held away from home terminal pay upon expiration of 16
hours after being relieved from duty at the away-from-home terminal until
placed on duty for service or deadhead at the away-from-home terminal.
In the event the Employee is called to deadhead separate from service, the
continuous held away from home terminal pay shall cease when the
dehead departs the terminal.

15 To expedite the handling of Engineers, BNSF may elect to designate a
specific away-from-home terminal Engineer to deadhead, and this crew
does not necessarily have to be on the active board. Once the Engineer is
so designated, the Engineer will be released to travel back to the home
terminal. The “turn” will remain at the away-from-home terminal and be
handled in accordance with the terms and conditions of this Agreement.

16. All miles run in excess of the miles encompassed in the basic day shall be paid at
the Interdivisional Service overmile rates as provided by existing agreements.

17. 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.

18. 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.

19. Disciplinary hearings or investigations involving engineers in this
interdivisional 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.

20. Engineers in this service may advance their vacations so as to coincide
with layover days at the home terminal.

21. Engineers in this service may be moved from one long pool train to
another long pool train traveling in the same direction; however, long pool
engineers shall not be moved from a long pool train to a short pool train.
22. Except as specifically modified herein, all other Agreements and understandings concerning work performed between La Junta and Newton remain in effect.

Signed at Ft. Worth, TX., on ____________, 2000 and effective ____________, 2000

FOR THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.: FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

Assistant Vice President Labor Relations

General Director Labor Relations

General Chairman
AGREED TO QUESTIONS AND ANSWERS:

Q. If the balance between pools were to be “4” at 11:00 p.m. on the eleventh day of the balancing cycle and did not reach “4” at any point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day, while ending up 8 one-way trips out of balance at 11:59 p.m. on the 14th day, what is the obligation of the Carrier?

A. The Carrier would be obligated to balance the trips in favor of the pool with the lesser number of trips in the amount of 4 one-way trips (8 one-way trips out of balance – 4 one-way trip limit = 4 one-way trips). The new balance cycle will start with 4 one-way trips in favor of the pool with the greater number of trips.

Q. When the Carrier is obligated to make the trip balance as contemplated by the above Question and Answer, how shall it be accomplished?

A. The Carrier will call from the pool with the lesser number of one-way trips the required number of engineers from the home terminal and/or away-from-home terminal to deadhead by 11:59 p.m. of the 14th day.

Q. What is the penalty if the Carrier fails to deadhead the number of engineers required as described above?

A. The required number of engineers that should have been called to deadhead by 11:59 p.m. of the 14th day will, when going on duty after 11:59 p.m. of the 14th day, be allowed a one-way basic day deadhead (without regard to whether the employee is pre- or post- 85) at the appropriate rate in addition to all other earnings on the trip.

Q. If the balance of trips between the pools were to be 10 out of balance on the 7th day of the balancing cycle, yet a 4 balance was reached at 9:00 p.m. on the 12th day, while ending up 8 trips out of balance at 11:59 p.m. on the 14th day, what is the obligation of the Carrier?

A. The Carrier would not be obligated to make any adjustments since a “4” balance was reached between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day.

Q. If at 11:59 p.m. on the 14th day the balance was off by 7 one-way trips between the pools, yet 3 engineers were en route, what is the obligation of the Carrier?

A. Carrier would not be obligated to make any adjustments, since the 3 engineers en route as of 11:59 p.m. on the 14th day will be counted as having completed their trips for purposes of trip balance, i.e., within 4 one-way trips.
Q. Will engineers who are on duty but have not departed as of 11:59 p.m. on the 14th day be counted in the trip balance?
A. Yes.

Q. How will engineers overtaken by the Hours of Service Law be treated with respect to trip balance?
A. Engineers in this service overtaken by the Hours of Service Law will be credited with the entire one-way trip for balancing purposes. Likewise, an engineer in this service properly utilized to perform Hours of Service relief will be credited with an entire one-way trip for balancing purposes.

Q. What if there is an involuntary service interruption affecting this pool between 12:01 a.m. on the 8th day and 11:59 p.m. of the 14th day of the balancing cycle?
A. The Carrier will attempt to balance the trips at some point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day. However, if conditions were such that a trip balance of "4" cannot be obtained between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day as a result of the service interruption, the Carrier will not be responsible for balancing trips between the pools for that particular cycle; however, the imbalance will be carried over to the next balancing cycle.

Q. If a trip balance of "4" is obtained on the 12th or 13th day of the cycle, when does a new cycle begin?
A. Regardless of when a "4" balance is reached between 12:01 a.m. on the 12th day or 11:59 p.m. on the 14th day, a new balance cycle begins at 12:01 a.m. on the 15th day, or every third Sunday at 12:01 a.m.

Q. Will any trips incurred as a result of work/wreck trains be utilized for trip balancing purposes?
A. No, only trips incurred in ID freight service will be included in trip balance.
SIDE LETTER NO. 1

Dear Mr. Mullen,

This is in reference to Agreement signed this date establishing Interdivisional Service between La Junta and Newton. Section 2 of the Agreement states, in part, "The ratio of calling engineers with the same home terminal in comparison to engineers from the other home terminal, at either La Junta or Newton, shall not exceed 5:1, except as provided below." We agreed that because of the anticipated size of the pool that a 3:1 limit may well be more appropriate.

Therefore, it is understood that when this Agreement is made effective, the Carrier shall not exceed a 3:1 ration of calling engineers with the same home terminal. If it appears, at any time, that this understanding becomes difficult to adhere to, upon 10-days written notice, on party upon the other, the 3:1 ratio provided pursuant to this Side Letter shall be extinguished, the 5:1 ratio contained in Section 2 shall be reinstated, with further changes to be accomplished, if necessary, pursuant to the provisions of Section 2.3 of this Agreement.

Sincerely,

Agreed:

_____________________________
General Director Labor Relations

_____________________________
General Chairman
Dear Mr. Mullen,

This is in reference to Agreement signed this date establishing Interdivisional Service between La Junta and Newton.

An Employee who has deadheaded separate from service from the home terminal to the away-from-home terminal, or vice versa, may make request upon arrival at the home terminal to be placed first out, or advanced five turns, whichever is less, on the inactive board after rest. The request will indicate the Crew/turn that he/she follows. No claim for runaround or mishandling will be allowed when an Employee is advanced in accordance with the provisions of this Side Letter.

Sincerely,  

Agreed:

______________________________  ______________________________
General Director Labor Relations  General Chairman
July 10, 2005

RE: La Junta / Newton Interdivisional Agreement
(Section 2 pool ratio size)

Mr. Pat Williams
General Chairman BLE&T
509 SW Wilshire Blvd., Suite D
Burleson, TX 76028

Mr. Williams:

Please consider this a formal notice that the Carrier wishes to enact the 10-day cancellation clause included in Side Letter No. 1 of the Memorandum of Agreement, which established the La Junta / Newton ID Agreement. Side Letter No. 1 references Section 2 of the Agreement, which set the ratio of calling engineers with the same home terminal in comparison to engineers from the other home terminal. The agreed upon ratio was established as 3:1.

As of July 20, 2005, as pursuant to the Side Letter, the 3:1 ratio will be extinguished and the pool will revert to a 5:1 ratio as stated in Section 2.

If you have any questions, please contact me.

Sincerely,

Melissa Beasley
Director Labor Relations
MEMORANDUM

TO: Carl Anderson/Dan Stiver

FROM: Pat Williams

DATE: January 20, 2006

Dear Sir and Brother:

Find enclosed a copy of a letter received from LR whereby they have cancelled the previous agreement on the Calling Ratio from La Junta to Newton. They intend to revert from the present handling of 3:1 to the one listed in the agreement of 5:1. Please notify all your members. Should you have any questions please don’t hesitate to contact me.

Pat
July 10, 2005

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(Section 2 pool ratio size)

Mr. Pat Williams
General Chairman BLE&T
509 SW Wilshire Blvd., Suite D
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If you have any questions, please contact me.

Sincerely,

Melissa Beasley
Director Labor Relations

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