

file: 760-190

**BNSF**



Gene L. Shire  
General Director - Labor Relations

**Burlington Northern Santa Fe**

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Mr. W.E. Young  
General Chairman UTU  
2110 East First Street  
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Santa Ana, CA. 92705-4095

July 19, 2004

Mr. P.J. Williams  
General Chairman BLE  
509 SW Wilshire  
Suite D  
Burleson, TX. 76028

Gentlemen:

Attached for your ready reference are the final agreements, imposed pursuant to arbitration, governing the interdivisional service between Stockton and Bakersfield.

Sincerely,

A handwritten signature in black ink, appearing to be "Gene L. Shire".

RECEIVED  
JUL 21 2004  
BLE GCAATSF

Cc: R.L. Marceau copy of UTU Agreement attached for your file  
F.X. Quinn copy of UTU Agreement attached for your file

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

Pursuant to Carrier's Notice dated September 8, 2003, interdivisional service may be established between Stockton and Bakersfield, California to handle "I-5" trains or other trains that have Stockton as the initial and/or final terminal under the following conditions.

1. Interdivisional pool freight engineers will operate between Stockton and Bakersfield, through the terminals of Riverbank and Fresno, California, with Stockton being the home terminal and Bakersfield the away-from-home terminal.
  - 1.1 The district miles between Bakersfield and Stockton shall be 236.
    - 1.1.1 In the event BNSF is granted trackage rights over the UPSP between Bakersfield and Stockton and BNSF utilizes engineers in this service over the UPSP route, engineers shall be entitled to actual route miles.
  - 1.2 Engineers in interdivisional service shall not be used to perform non-interdivisional service.
2. Turns in the pool shall be allocated on the basis of prior rights districts, i.e., 1/3<sup>rd</sup> Riverbank North, 1/3<sup>rd</sup> Riverbank South, and 1/3<sup>rd</sup> Fresno South. The appropriate BLE Officer shall advise BNSF regarding the number of turns to be allocated. Moving packages shall be limited to the number of turns allocated to a particular prior rights district and in no case shall the total number of relocation packages exceed the highest number of turns allocated to a particular prior rights district.
  - 2.1 In order to be eligible to claim "prior rights" allocation under this Section, the engineer must have been holding a position as an engineer within the identified prior rights district on September 8, 2003.
3. The pool shall operate on a "first-in/first-out" basis at both the home and away-from-home terminals.
4. Except in cases of emergency, engineers in this service shall only lay-off and report for service at the home terminal only.
5. Temporary vacancies in this pool shall be protected by the next following rested pool turn.

6. Engineers in this service may at any time prior to reaching the fifth position in order of call request that their turn be marked "NFB." Upon such election, the turn will remain in rotation until it reaches the first-out position in the order of call at which time the "NFB" designation will automatically change to "FOB" and the turn shall be moved to the foot of the board.
  - 6.1 Engineers may remove the "NFB" designation from their turn at any time prior to that turn reaching the first-out position and the turn shall then be called for service in its normal rotation.
  - 6.2 Engineers may make this request only once during a single layover.
7. 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:

#### **TRAINS RUNNING FROM BAKERSFIELD TO STOCKTON**

Between Bakersfield and Fresno (including Fresno), the ID pool engineer (in this service) standing first out at Bakersfield will provide hours of service relief.

Between Fresno and Stockton an engineer from the Stockton extra board will provide hours of service relief.

#### **TRAINS RUNNING FROM STOCKTON TO BAKERSFIELD**

Between Stockton and Fresno (including Fresno), the ID pool engineer (in this service) standing first out at Stockton will provide hours of service relief.

Between Fresno and Bakersfield the first-out rested engineer in this service at the away-from-home terminal will provide hours of service relief.

8. In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip
9. All miles run in excess of the miles encompassed in the basic day shall be paid for at the applicable conductor-only overmile rate.

10. When an engineer is required to report for duty or is finally 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.
11. Engineers shall be allowed a meal allowance, at the rate provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
12. 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.
13. Engineers in this service may advance their vacations so as to coincide with layover days at the home terminal as well as mark-up during the last 24-hour calendar day of the vacation in order to avoid missing a trip in unassigned pool freight service.
14. Engineers holding a turn in this unassigned pool freight service may mark-up during the final 24-hour period of vacation in order to avoid missing a round trip.
15. Engineers may not trade trains with trains moving in the opposite direction.
16. When an engineer in this service is tied up under the Hours of Service Law or required to give up a train, the engineer shall be promptly deadheaded to the destination terminal.
17. It is not intended that engineers in this service will be required to perform local freight work such as station, plan and industrial switching.
  - 17.1 If, however, such service is required, the engineer shall receive actual time consumed with a minimum of thirty minutes (30") at the pro rata rate, for each point, in addition to all other earnings for the day or trip.
    - 17.1.1 Spotting of cars at a particular location on a designated track or making other than a straight set-out and/or pick-up shall be considered station or industrial switching.
  - 17.2 Payments made pursuant to this Section 15 are duplicate time payments as contemplated by the 1986 Award of Arbitration Board No. 458.

- 18. 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.
- 19. Except as specifically modified herein, all other Agreements and understandings concerning work performed between Stockton and Bakersfield remain in effect.

Signed at Ft. Worth, TX on \_\_\_\_\_, 2004 and effective \_\_\_\_\_, 2004.

FOR THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.:

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:

\_\_\_\_\_  
Assistant Vice President Labor Relations

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

\_\_\_\_\_  
General Director Labor Relations

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

APPROVED:

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