

BNSFWENDELL DGL.
General Director - Labor Relations

The Burlington Northern and Santa Fe Railway Co.

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January 20, 1998

Mr. Austin Morrison, GC
Bhd. of Locomotive EngineersMr. John Mullen, GC
Bhd. of Locomotive Engineers

Gentlemen:

This letter will serve to confirm our recent discussions about the Longview extra board. We agreed to the following:

1. A Longview combo extra board will be established on a trial basis. This extra board will protect Engineer's vacancies on pool assignments between Longview - Tenaha - Shreveport; road switcher assignments based at Longview; the Longview - Center Local; and Hours of Service law relief, as necessary, on the Houston - Shreveport or Houston - Longview through freights.
2. This combo extra board will be established with 6 people initially. Of these positions, 4 will be prior righted to former Santa Fe forces, while 2 will be prior righted to former Joint Texas Division forces. However, if an extra board position goes no-bid by the forces with the prior rights, then forces from the other group may be awarded such positions.
3. Based on experience (which will be measured and accounted), the parties will jointly review the number of assignments, and the allocations at 30, 60, 90 and six month intervals after the operation of this extra board is begun. The local chairmen and local company officers will have the mutual responsibility for making any adjustments that are warranted by the data.
4. This combo extra board will work under applicable Santa Fe rules, including the extra board guarantee.
5. To provide sufficient manpower based on minor fluctuations in business (of 60 days or less), the junior engineer from Silsbee (for Santa Fe allocated slots) or Teague (for BN allocated slots) can be force assigned if there are no bids for the advertised vacancies. When force assigned under these terms, such engineers will be paid full deadhead miles at the start and the conclusion of the force assignment period and lodging and will be paid a daily meal allowance of \$40 (or \$80 per day if the employee elects to provide his own lodging).

6. For a one year period after initiation of this extra board, any employee who is the successful bidder for one of the newly established Longview positions or is force assigned (and who must, but has not yet made a bona fide change in residence) will, for a 90-day period, be provided lodging at the home and any away from home terminals and be paid a daily meal allowance of \$40 (or \$80 per day if the employee elects to provide his own lodging).

7. For a one year period after initiation of this extra board, any engineers who are successful bidders for the Longview positions, or who are force assigned, and who must (and do) make an actual bona fide change in residence will be eligible to receive all the benefits of the New York Dock moving benefits package (or a single payment of \$35,000 in lieu of all of the benefits of the New York Dock moving benefits package). Payments will not be made during the first 45 days after initiation of this extra board; employees who occupy these extra board positions of the 45th day can request moving benefits under the New York Dock moving benefits package as outlined in this paragraph. Initially, 6 packages will be available; beyond that, it is understood that the company will determine the number of moving benefit packages available, but, in any event, moving packages will only be payable to employees who make bona fide moves, and such packages will not be offered after 1 year.

8. For the jobs that are allocated to former JTD forces, beginning on the date assigned and continuing for 2 years thereafter, any employee who is assigned to one of the Longview positions, and who has elected to receive the moving benefits provided here cannot be displaced by a senior employee, unless the senior employee is unable to hold an assignment on his/her home seniority district. (This does not preclude normal seniority exercise and choice of assignments among the employees at Longview.)

9. Any employees who are awarded or force-assigned to the Longview positions and who have elected to receive the moving benefits provided here will have a right to exercise their seniority out of Longview only upon the expiration of a two-year period running from the date they took the new assignment. Any other employees who are awarded or force-assigned to the Longview positions will have a right of return to their former location by exercising their seniority rights.

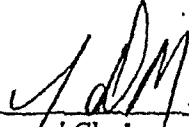
10. If former Santa Fe personnel presently working at Longview are displaced as a result of the implementation of this agreement, they will be treated as covered by the Norfolk & Western Conditions.

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

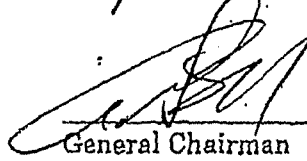
Sincerely,

WAB

Accepted:



General Chairman



General Chairman

cc:

BNSF



WENDELL BELL

General Director - Labor Relations

Burlington Northern Santa Fe

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August 6, 1999

Mr. John Mullen, GC
Bhd. of Locomotive Engineers

Mr. Austin Morrison, GC
Bhd. of Locomotive Engineers

Gentlemen:

This letter will serve to confirm our discussions about the Longview - Shreveport - Longview train. Until December 7, 1998, two pool freight turns handled this train. Thereafter, there has only been a single assignment, and its status has been a matter of some controversy.

Effective August 8, a 6-day local will be bulletined and assigned to handle this train, on a six-month cycle. Starting on that date and continuing for a six-month period thereafter, the engineer's position on this local will be allocated to former JTD forces, and the assignment will operate under former JTD rules. During that six-month period, the JTD allocation on the Longview extra board will be blanked. The parties agree that, if the extra board expands to encompass more than 7 positions, the parties will again meet to discuss relative work equities.

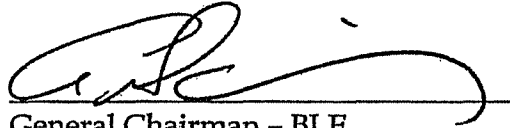
During the next succeeding 6 months, the position will be allocated to former Santa Fe forces, and the assignment will operate under former Santa Fe rules. However, it is understood and agreed that the starting time rules, normally applicable to locals on the Santa Fe, will be waived for this operation. For that six-month period, there will be a one-position JTD allocation on the Longview extra board. If there are no bidders from the side with the allocation, bids from the other side will be accepted.

This train will operate between Shreveport and Longview, including switching at Pilgrim's Pride in the Tenaha area, and the crew will be deadheaded in combined service from Longview to Shreveport before starting their operation of the train. Therefore, the miles paid for this assignment will be 247.

This agreement may be cancelled by any party upon 30 days written notice to the other parties. Please indicate your acceptance of these understandings by signing this letter.

Sincerely,

Wendell



General Chairman - BLE



General Chairman - BLE