

**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 ½ hours, an Engineer at the home terminal could not have an on-duty time prior to 5 and ½ 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 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> day.
- 10.2 If at any point during the 72-hour period from 12:01 a.m. on the 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> 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 15<sup>th</sup> 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 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> 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 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 deadhead 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 Chairman

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

### 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 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> day, while ending up 8 one-way trips out of balance at 11:59 p.m. on the 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> day will, when going on duty after 11:59 p.m. of the 14<sup>th</sup> 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 7<sup>th</sup> day of the balancing cycle, yet a 4 balance was reached at 9:00 p.m. on the 12<sup>th</sup> day, while ending up 8 trips out of balance at 11:59 p.m. on the 14<sup>th</sup> 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 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> day.
- Q. If at 11:59 p.m. on the 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 8<sup>th</sup> day and 11:59 p.m. of the 14<sup>th</sup> day of the balancing cycle?
- A. The Carrier will attempt to balance the trips at some point between 12:01 a.m. on the 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> day. However, if conditions were such that a trip balance of "4" cannot be obtained between 12:01 a.m. on the 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> 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 12<sup>th</sup> or 13<sup>th</sup> 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 12<sup>th</sup> day or 11:59 p.m. on the 14<sup>th</sup> day, a new balance cycle begins at 12:01 a.m. on the 15<sup>th</sup> 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:

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General Director Labor Relations

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General Chairman



**SIDE LETTER NO. 2**

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:

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General Director Labor Relations

---

General Chairman



File: 760-150

Melissa A. Beasley  
Director  
Labor Relations

**BNSF Railway Company**  
P.O. Box 961030  
Fort Worth, TX 76131  
2600 Lou Menk Dr.  
OOB Garden Level  
Fort Worth, TX 76131  
(817) 352-1070  
(817) 352-7482  
Melissa.Beasley@bnsf.com

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

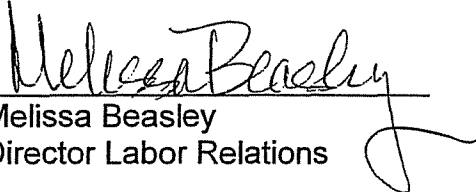
Mr. Williams:

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

RECEIVED

JAN 16 2006

BLE GCAATSF

File: 220-30-64 E  
220-30-505

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN  
GENERAL COMMITTEE OF ADJUSTMENT**

**A.T. & S. F. Ry. Co.**  
509 S. W. Wilshire Blvd., Suite "D"  
Burleson, Texas 76028

**P. J. Williams**  
Chairman

**M. E. Banton**  
First Vice-Chairman

**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



**Melissa A. Beasley**  
Director  
Labor Relations

**BNSF Railway Company**  
P.O. Box 961030  
Fort Worth, TX 76131  
2600 Lou Menk Dr.  
OOB Garden Level  
Fort Worth, TX 76131  
(817) 352-1070  
(817) 352-7482  
Melissa.Beasley@bnsf.com

July 10, 2005

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509 SW Wilshire Blvd., Suite D  
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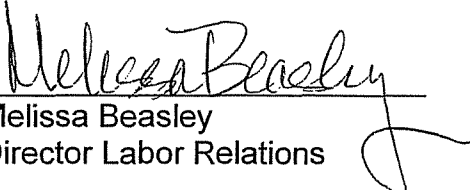
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If you have any questions, please contact me.

Sincerely,

  
Melissa Beasley  
Director Labor Relations

RECEIVED

JAN 16 2006

BLE GCAATSF