

IMPLEMENTING AGREEMENT No. 4

between

BURLINGTON NORTHERN RAILROAD
ATCHISON, TOPEKA AND SANTA FE RAILWAY Co.
and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The purpose of this agreement is to provide for expedited changes in services, facilities, operations, seniority districts and existing collective bargaining agreements to effectuate the common control approved by the Interstate Commerce Commission in Finance Docket No. 32549. The purpose is also to enable the company to be created by consummation of the merger proposed in that Finance Docket to be immediately operated in the most efficient manner as one completely integrated railroad.

IT IS AGREED:

Article 1 - Consolidation of Kansas City Terminal

Section 1.

The present terminal and switching limits of the Burlington Northern ("BN") and Santa Fe ("SF") at Kansas City will be consolidated. The new switching limits for the consolidated yard at Kansas City are:

North (West):

On BN line to Kearney:	Block 221.5
On SF line to Ft. Madison:	MP 445
On BN line to St. Joseph:	Block 4

South (East):

On BN line to Ft. Scott: MP C6+0

On SF line to Topeka and Ottawa: MP 9

Section 2.

A. Except as provided in this agreement, the Santa Fe's collective bargaining agreements applying to Engineers will apply to all yard engine assignments within the consolidated terminal.

B. Exercise of seniority into the consolidated Kansas City terminal is governed by the rules applicable on the route or point an engineer is coming from. Exercise of seniority on jobs governed by the BNSF Order of Selection List in the consolidated Kansas City terminal is governed by Santa Fe rules and this Implementing Agreement. Exercise of seniority out of the consolidated Kansas City terminal is governed by the rules applicable on the route or point an engineer is going to.

Section 3.

A. Engineers promoted or hired after September 22, 1995 on BN's Nebraska and Kansas City Freight Seniority District and SF's Kansas City Division Seniority District will establish seniority on all three rosters.

B. The methods of establishing seniority as Engineers will be comported, so that the dates and ranking of the engineers covered by this section will be the same on both rosters.

C. If and when seniority of former BN and former SF engineers is consolidated, employees who establish seniority on or before September 22, 1995 on either roster(s) (BN or SF) will be placed on the opposite roster with a seniority date of September 21, 1995 and such employees will be ranked in accordance with their standing on the former home road (BN or SF) consolidated roster.

Section 4.

A. All yard engine assignments in the consolidated terminal will be allocated on the basis of total yard engine hours worked in the Kansas City yards in the year preceding the Interstate Commerce Commission's approval as being representative of a fair and equitable division of work and producing a ratio of:

BN: 45

SF: 55

B. 1. The allocation of assignments, including extra board, on the above percentage basis will be accomplished by giving preference to the assignment of engineers in the number order specified on the BNSF Kansas City Order of Selection List, which is Attachment A to this agreement.

B. 2. BN positions on the new BNSF Kansas City Order of Selection List will be awarded to BN engineers in accordance with the provisions of Section 4(b) of Article I of Implementing Agreement No. 1, dated January 16, 1980.

C. Senior Engineer applicants will be awarded Order of Selection number in the order of their standing on their respective seniority rosters and corresponding with the percentage allocations set out in this section, and reduced to numerical order by the Attachment A table. This number will denote the Engineer's standing in the terminal for the selection of regular yard and extra board assignments until dislodged by a senior engineer from his seniority district.

D. At least fifteen (15) days prior to the date of consolidation, all yard assignments in the Kansas City terminal will be advertised (with general job descriptions) to engineers on Santa Fe's Eastern Division Seniority District and BN's Nebraska and Kansas City Freight Seniority District.

E. Bids will be accepted for seven (7) days and assignment of Order of Selection numbers and positions in the Kansas City Terminal will be awarded on the twelfth (12) day. When submitting bids, engineers must specify the order of preference to all positions desired in

the Kansas City terminal in the order of their preferences, since, by applying Order of Selection numbers, first preferences may not be available to their seniority district.

Section 5

A. Except as provided in this agreement, the Memorandum of Agreement of March 20, 1967 (Attachment B), concerning a process for bidding for days off and a daily markup system, is made available to the consolidated terminal. Employees will have the right, but not the obligation, to bid for days off (and so, the daily markup system) under its terms on a quarterly basis.

B. Management will decide the total number of job assignments needed in the consolidated Kansas City terminal. Then, under paragraph A of this section, engineers may, in line with their standing on the Order of Selection List, bid for days off (or not). Once the number of bidders is known, the days off needed will be calculated, by multiplying the successful bidders by 2. Dividing that figure by 5 (and rounding down) will determine the number of additional assignments which will be needed, which will then be bid under the Order of Selection List.

Example: If there are 39 7-day assignments needed in the terminal, and 19 of the incumbents have chosen to bid for and receive days off under the terms of Section 6 of this Article, therefore, an additional 7 positions will be filled from the Order of Selection List.

C. 1. In the event a position goes no-bid, and it is to be filled by a BN employee under the Order of Selection List, the following procedures will apply:

1. Force assign the senior demoted ^{EF}BN Engineer at Kansas City; if none,
2. Accept the bid of the senior ^{SF}Engineer making application; if none,
3. Recall the senior reserve board demoted engineer; if none,
4. Force assign the junior demoted ^{Prior List}BN engineer at the nearest points of supply by highway miles; if none,
5. Present SF rules for filling assignments would apply, including use of engineers promoted or hired after September 22, 1995.

C. 2. In the event a position goes no-bid, and it is to be filled by a SF employee under the Order of Selection List, the following procedures will apply:

1. Force assign the junior working demoted SF ^{or} engineer; if none,
2. Accept the bid of the senior BN engineer making application; if none,
3. Recall the senior reserve board demoted engineer; if none,
4. Assign the senior post-85 engineer who bids; if none,
5. Force assign the junior post-85 demoted engineer.

D. Temporary vacancies (1 to 7 days) will be filled as follows:

1. From the single, consolidated yard extra board, including engineers who go to the extra list by operation of paragraph 6 of the March 20, 1967 Memorandum of Agreement. If none,

2. From the single joint list of engineers requesting work on rest days, in order of standing. Standing on this list is controlled by the engineer's standing on the Order of Selection List. If none,

3. Use rested, regularly assigned yard engineers who may desire the vacancy (but they may refuse such vacancies without penalty). If none,

4. a. If the vacancy had been held by a former Santa Fe employee, from the Santa Fe's existing West road extra list. If none,

4. b. use the junior first-out rested inactive engineer between the 3 west pools.

5. a. If the vacancy had been held by a former BN employee, from the BN Kansas City Zone 1 (Ft. Scott) road extra board. If none,

5. b. use the senior demoted BN engineer headquartered at Kansas City.

Section 6

A. Positions on the single, consolidated yard extra board will be determined by the Order of Selection list as set forth in Section 4.

B. The BN and SF road extra boards at Kansas City will continue to protect road service vacancies as they did before this agreement.

Article 2 - Supplements

The elements contained within this Article are accepted by the Carriers strictly and only in exchange for the Organization's cooperation in expeditiously reaching this voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the *New York Dock* conditions. Since the following elements in this Article go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they have no application or precedential force in **any** other situation, including failure of ratification.

Section 1.

A. The single, consolidated yard extra board at Kansas City will be a guaranteed board, as provided in Santa Fe's January 1, 1990 Agreement as updated and modified. Engineers who have placed themselves into the daily markup system will be governed by paragraphs 6 and 7 of the March 20, 1967 Memorandum of Agreement.

B. If an engineer on the single, consolidated yard extra board at Kansas City is used to protect service normally covered by another extra board maintained at Kansas City, there will be no offset against either extra board guarantee (and vice versa).

Section 2.

A. For engineers with seniority prior to September 22, 1995¹, the rates of pay in effect for yard engineers on their predecessor road will continue to apply.

B. For employees working in the consolidated Kansas City Yard who were on the BN's Nebraska and Kansas City Freight seniority rosters prior to September 22, 1995, Labor Agreement Ops 35-81 will continue to apply.

C. Employees working in the consolidated Kansas City Yard who were on the BN's Nebraska and Kansas City Freight seniority rosters prior to September 22, 1995, and who

¹ Throughout this agreement, the reference to "engineers with seniority prior to September 22, 1995" includes those who actually entered the Locomotive Engineer Training Program on or before 9/22/95 and successfully complete the program, securing engineer's seniority dates.

are regularly assigned (excluding extra board) will remain eligible for overtime payments if working their days off, and work in excess of 11 days in a pay period.

Section 3.

A. Engineers' Reserve Boards may be applied on seniority districts which are protecting service in the consolidated Kansas City terminal, to be operated in accordance with the terms and conditions set forth in Attachment C to this agreement.

B. On runs originating in Springfield and Ft. Scott and terminating in the consolidated Kansas City terminal, time of arrival at the switch at Bonita will be controlling for markup purposes.

C. A bump provision, as set forth in Attachment D will be applicable only to jobs and individuals headquartered at Kansas City.

Section 4.

For a six year period, if Engineers with a seniority date prior to September 22, 1995 are required to report at the other predecessor railway's yard (e.g. BN engineers required to report at Argentine), they will be allowed the round trip highway mileage between those yards, computed at IRS mileage rates.

Section 5.

At the Carrier's sole option, the BLE Voluntary Separation Package, included as Attachment E, may be offered.

Section 6.

A. Engineers who were hired or promoted prior to September 22, 1995 and who were working in or associated with² yard service at Kansas City will be eligible for automatic

² "working in or associated with" means, and is limited to: actually working in yard service, or on the extra list, or, if not in active yard service, going from yard service to being on layoff, or suspended (or dismissed if reinstated with seniority unimpaired), or off injured, or on vacation, or on Safety (or other similar) programs and thereafter returning directly to yard service.

certification for displacement or dismissal allowances. On completion of construction or 2 years after the effective date of this agreement, whichever occurs first, the Carrier and the BLE will meet to determine the date this automatic certification begins.

B. Notwithstanding anything in the *New York Dock* Conditions, displacement or dismissal allowances payable to engineers who receive this automatic certification will be reduced for each day which they individually lose under any emergency conditions (such as flood, snowstorm, tornado, earthquake or fire) which cause any reduction or suspension of any operations in the Kansas City yard. Such certification will also be suspended in the quarter following any quarter in which BNSF's Operating Revenues (as publicly reported) declines by more than 5% from the same quarter in the preceding year. However, this suspension due to business decline will not be effective during the year following the certification if, by January 1 of that year, the number of automatically certified engineers who have left the service for any reason³ has exceeded 4%. Also, this suspension will not be effective during the next succeeding year and thereafter if, by January 1, of that next succeeding year, the number of automatically certified engineers who have left the service for any reason has exceeded 8%. An employee who is actually adversely affected by this transaction (BNSF merger) will not be prevented from submitting or being paid a displacement/dismissal allowance under the *New York Dock* Conditions.

Article 3 - General

Section 1.

A. There will be no restrictions on any yard work that may be assigned to any engineer from either a BN or Santa Fe roster in the consolidated terminal.

B. Where yard engineers of either seniority roster may properly perform service outside of switching limits, engineers of either BN or SF working in the consolidated terminal may be required to perform such service.

³ "left the service for any reason" means any status change that takes such an employee off the payroll on a permanent basis and includes, but is not limited to: voluntary separation, resignation, retirement, legal settlements and long term disability.

C. Engineers may be required to perform the same work throughout this consolidated terminal, including delivery and receiving of cars or trains from interchange carriers, as they may perform, under applicable collective bargaining agreements, in their present separate terminals.

Section 2.

Each pool and assignment will have one designated on- and off-duty point, which may vary between the different pools and assignments. Such designations are subject to change.

Section 3.

Except as provided here, engineers operating into or out of this consolidated terminal and switching limit will be governed by their respective rules. Road mileage payable to engineers operating into the consolidated terminal will be computed on the basis of rules in effect on the appropriate railroad.

Section 4.

A. All pre-existing agreements that conflict with the terms of this Agreement are superseded to the extent of the conflict.

B. This implementing agreement is made pursuant to the New York Dock Conditions (Finance Docket No. 28250) which, by this reference, are incorporated here.

C. Except as specifically provided, nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the New York Dock Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

Section 5.

This Agreement will become effective not less than 10 days after it is executed by the parties, and may later be changed by mutual agreement or in accord with Section 4 of the *New York Dock Conditions*.

Signed and accepted at St. Louis this 19 day of February, 1996

for BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

for BURLINGTON NORTHERN RR.
ATCHISON, TOPEKA &
SANTA FE Ry.

James L. Hogan
General Chairman

Daniel J. Kyrle
Assistant Vice President

T. R. Murphy
General Chairman

George Smalley UB
Assistant Vice President

Bill Peterson
General Chairman

Kenell Zell
Director - Labor Relations

Approved:

George R. DeBolt
Vice President

Mitt Seigler UB
Director - Labor Relations

John Kalden UB
Director - Labor Relations

BLE-BNSF ORDER SELECTION LIST - KANSAS CITY

1 - SFE	26 - BN	51 - SFE	76 - SFE
2 - BN	27 - SFE	52 - SFE	77 - BN
3 - SFE	28 - BN	53 - BN	78 - SFE
4 - BN	29 - SFE	54 - SFE	79 - BN
5 - SFE	30 - BN	55 - BN	80 - SFE
6 - BN	31 - SFE	56 - SFE	81 - SFE
7 - SFE	32 - SFE	57 - BN	82 - BN
8 - BN	33 - BN	58 - SFE	83 - SFE
9 - SFE	34 - SFE	59 - BN	84 - BN
10 - BN	35 - BN	60 - SFE	85 - SFE
11 - SFE	36 - SFE	61 - SFE	86 - BN
12 - SFE	37 - BN	62 - BN	87 - SFE
13 - BN	38 - SFE	63 - SFE	88 - BN
14 - SFE	39 - BN	64 - BN	89 - SFE
15 - BN	40 - SFE	65 - SFE	90 - BN
16 - SFE	41 - SFE	66 - BN	91 - SFE
17 - BN	42 - BN	67 - SFE	92 - SFE
18 - SFE	43 - SFE	68 - BN	93 - BN
19 - BN	44 - BN	69 - SFE	94 - SFE
20 - SFE	45 - SFE	70 - BN	95 - BN
21 - SFE	46 - BN	71 - SFE	96 - SFE
22 - BN	47 - SFE	72 - SFE	97 - BN
23 - SFE	48 - BN	73 - BN	98 - SFE
24 - BN	49 - SFE	74 - SFE	99 - BN
25 - SFE	50 - BN	75 - BN	100 - SFE

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers.

IT IS AGREED:

- (1) The Carrier will have the right to establish reserve engineer boards on seniority districts where in management's judgment employment levels will allow. When initially established, those employees holding engineer's seniority may make application for the board, and such applicants will be selected in seniority order. Thereafter, employees holding engineer's seniority may go to the engineer's reserve board by displacement or standing bid, as specified below. The Carrier may discontinue engineers' reserve boards at its discretion.
- (2) An engineer on the reserve board will be allowed 70% of his regular 1989 earnings, less extraordinary payments such as moving/relocation options and Article I lump sum payments, with a minimum of 70% of 5 days at the yard engineer's rate of pay, or \$67.70 per day. Engineers on the reserve board for less than a calendar month will have their reserve pay pro-rated based on the number of full calendar days they are on the board. An engineer who is not on the board a full calendar day will not receive pay for that day.
- (3) No other payments other than those referred to in Paragraph 2 will be made to or on behalf of reserve engineer except (i) payment of premiums under applicable health and welfare plans and, (ii) as may otherwise be provided for in this Agreement. No deductions from pay shall be made on behalf of a reserve engineer except (i) deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local tax; (ii) deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, (iii) as may otherwise be authorized by this Agreement, including the 401(K) retirement plan, and (iv) any other legally required deduction.
- (4) An engineer on the reserve board must remain in that status until he either (i) is recalled and returns to service, (ii) resigns from employment with the carrier, (iii) retires on an annuity (including a disability annuity) under the Railroad Retirement Act, (iv) becomes otherwise not entitled to free exercise of seniority under agreement rules, (v) is displaced or (vi) elects to return to active serv-

ice after being in reserve status voluntarily for 30 consecutive days, whichever occurs first.

- (5) An engineer on the reserve board for 24 consecutive months must mark up, seniority permitting, and be available for active service for 120 consecutive days before regaining eligibility for reserve status.
- (6) Reserve engineers must maintain their engine service proficiencies while in such status, including successfully completing any retraining or refresher programs that the carrier may require and passing any test or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. Reserve engineers also must hold themselves available for return to service in compliance with such notice. Reserve engineers will be recalled in reverse seniority order. Failure to comply with any of these requirements will result in the engineer being subject to discipline.
- (7) Reserve pay will cease upon recall from reserve status. An engineer will have 72 hours from notification of recall in which to exercise seniority. Thereafter, up to the five day recall limit, he will be assigned by the carrier where needed.
- (8) The junior engineer in reserve status will be displaced if a senior engineer elects to take reserve status. The junior reserve engineer so-displaced will be covered by existing rules governing displacement.
- (9) A reserve engineer may submit a request to protect emergency engineer work in the event extra board or demoted engineers are not available. Any earnings for working will not offset engineer reserve pay.
- (10) Recall from the engineers' reserve board will be in reverse seniority order. Carrier may recall reserve engineers whenever deemed necessary. If a reserve engineer is to be recalled to fill a permanent vacancy, the vacancy will be filled in the following order:
 - (a) force the junior working demoted engineer;
 - (b) recall the junior reserve engineer;
 - (c) recall the senior reserve demoted engineer;

- (d) the senior post-November 1, 1985 demoted engineer who bids;
- (e) force the junior post-November 1, 1985 demoted engineer;

Notwithstanding the above order, the Carrier may at its option permit engineers to remain on the reserve board while a post-November 1, 1985 employee works as engineer.

- (11) Other non-railroad employment while in reserve engineer status is permissible so long as there is no conflict of interest. Other employment, which may be considered a conflict of interest, must receive prior authorization from the Division Manager. There will be no offset for outside earnings.
- (12) Engineers in reserve status will be entitled to receive vacation pay or reserve pay, whichever is greater, if a scheduled vacation is observed. Time spent in reserve status will not count toward determining vacation for succeeding years. It will count as time in determining the length of the vacation to which an employee, otherwise eligible, is entitled.

- (13) Reserve engineers are not eligible for:

- Annual Leave Days
- Holiday Pay
- Operating Rules Class or Retraining Class Pay
- Profit Sharing
- Bereavement Leave
- Jury Pay
- Other similar special allowances

NOTE: An engineer will not qualify for or be allowed to observe annual leave days while in reserve status, but he may take payment in lieu thereof for annual leave days previously accumulated.

- (14) Reserve pay will be considered engineer compensation for participation in the ATSF-BLE 401(K) retirement plan.

(13) Reserve engineers are covered by:

Health and Welfare Plans
Union Shop
Dues Check-Off
Discipline Rule
Grievance Procedure

that are applicable to engineers in active service.

This agreement, signed at Chicago, Illinois, on June 7, 1990,
will become effective on June 13, 1990.

FOR THE ORGANIZATION:

FOR THE CARRIER:

E.A. McDaniel
General Chairman, Brotherhood
of Locomotive Engineers

James M. Howell
Director-Labor Relations

APPROVED:

R.E. Dean
Vice President, Brotherhood
of Locomotive Engineers

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.
Chicago, Illinois 60604

May 3, 1990
42-930-20

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

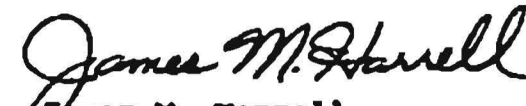
Dear Sir:

This has reference to the Memorandum of Agreement covering reserve engineers.

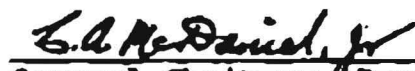
The agreement will be applied to recognize the "G-2" lines on the Old Arizona and Valley seniority districts. As a result, separate reserve boards, if established, would be located at both Bakersfield and Needles on the Old Arizona seniority district, and at both Fresno and Richmond on the Valley seniority district.

If the above correctly describes our understanding, please sign below.


Yours truly,


James M. Harrell
Director-Labor Relations

AGREED:


General Chairman, Brotherhood
of Locomotive Engineers

APPROVED:


Vice President, Brotherhood
of Locomotive Engineers

80 E. Jackson Blvd.
Chicago, Illinois 60604

HUMAN RESOURCES
DEPARTMENT

May 30, 1990
41-900-80.3

JUN 05 1990

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

2/95 *[handwritten initials]*

Dear Sir:

This has reference to the engineers' freight pool and extra board at El Paso, Texas.

The pool board is hereby abrogated effective 11:59 p.m., June 4, 1990. In its place the guaranteed extra board will protect unassigned freight service on the New Mexico Division-El Paso Seniority District. The extra board will be governed by the provisions of the Memorandum of Agreement effective January 1, 1990 covering guaranteed extra boards.

This understanding will remain in effect for 60 days, after which it may be amended or automatically abrogated upon ten days' written notice by either party upon the other, at which time the handling will revert to its current status.

If the foregoing correctly states our understanding, please signify in the space provided below.

Yours truly,

James M. Harrell
James M. Harrell
Director-Labor Relations

AGREED:

C. A. McDaniel Jr.
General Chairman, Brotherhood
of Locomotive Engineers

BUMP PROVISION

An engineer who has been permanently assigned on the same engineer assignment in excess of thirty days will be allowed to give up that assignment and exercise his seniority as prescribed by current schedule rules.

Engineers will not be allowed to exercise seniority within the same pool when there is no difference in the assigned days off or layover days.

When an engineer under this article bumps from road service to yard service, he must stay in yard service at that terminal for a minimum of thirty days, as long as his seniority permits him to do so.

MEMORANDUM OF AGREEMENT
Between
CHICAGO BURLINGTON & QUINCY RAILROAD COMPANY
And
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Pursuant to notice served by the Brotherhood of Locomotive Engineers upon the Chicago and Burlington & Quincy Railroad Company, the Five-Day Work Week Rules of Article 3 of Agreement "A", dated May 23, 1952, and the Five-Day yard rates of pay shall become effective for engineers in yard and transfer service at Kansas City Missouri, as of May 1, 1967.

For the purpose of implementing the applications of the aforesaid provisions of Article 3, Agreement "A", of the agreement dated May 23, 1952 at Kansas City Terminal, the following understandings are entered into:

1. Rest days will be assigned to engineers holding regular assignments in yard and transfer service. Sufficient engineers will be assigned as regular engineers to cover number of regular jobs that are available. All regular jobs will be filled and in the event an assignment is open due to no bids, junior engineer will be assigned to the job.

2. Initially, 60 regular engineers will be needed to man all yard and transfer assignments on a 5-day week basis. Forms to cover choice of rest days will be sent to all qualified engineers with request that they show their choice of rest days.

The assistant District Master Mechanic and Local Chairman will review these forms and make the initial assignment of rest days to all engineers. Rest days will be assigned in seniority and preference order.

If engineers do not signify a choice of rest days, they will be assigned rest days without regard to choice.

3. Rest days assigned as per Item 2 above will remain unchanged for a period of three months, and subsequent changes may be made each three months subject to any change in number of regularly assigned engineers needed based on regular engines being worked. If no change is made by an engineer his original listing will be followed. Engineers may make a new selection of rest days at each three-month period, the assignment will be made in the same manner as the initial agreement.

4. When a permanent vacancy occurs, due to death, retirement, another regular engine established, or after an extra engine is worked 3 days, another engineer will be set up as a regular engineer as soon as there is such a permanent vacancy.

5. Engineers will be allowed to mark up daily according to his seniority as indicated on his permanent bid. Bids must be in by 11:00 AM. Job assignments will be posted

daily. Engineer will be notified if he is on a different assignment for the following day. If engineer is not notified what assignment he is on for the following day, he must check with roundhouse clerk to be sure where he will be working. The present Permanent Bid Agreement will remain in effect.

6. Regularly assigned engineers who are unable to work five days during their work week through no fault of their own, as a result of exercise of seniority from one assignment to another, or lacking sufficient seniority to work due to annulments or reductions in assignments, or by reason of performing extra service on his second rest day, will be permitted to place himself on the extraboard on a first-in first-out basis. He will be placed at the bottom of the list at 12:01 AM in seniority order. In the event he does not work on the extra board that day, he will have the privilege of working one of the rest days at straight time to complete his work week which would otherwise be filled by a time and one-half engineer. In other words, if the extra board becomes exhausted on his rest days, he will stand to work ahead of other engineers who have already worked five days in the work week.

7. (a) For the purpose of applying Section 6 of Article 3 "Extra Employees" of the Five day Work Week Agreement, the semi-monthly periods will be from the 1st to the 15th of the month inclusive, and from the 16th to the last day of the month inclusive.

(b) An engineer will not be permitted to voluntarily move to or from the extra list except on the 1st and 16th of each month. An extra engineer will be permitted to sign up to work under Section 7 (e) when he has worked 11 straight time days in a semi-month.

(c) When an engineer is working off the extra list, the rest days assigned to him will not be observed.

(d) If an employee is forced to the extra list his permanent bid will not be followed until there is a permanent increase in the number of regular engineers.

(e) Should a vacancy occur for any reason in service covered by this agreement which would be filled from the engineers' extra list and the extra list is exhausted, the vacancy will be filled in the following order:

(1) By the senior available regularly assigned engineer on his rest day provided he is fully rested to work under the Hour of Service Law, and provided he has a written request for rest day work on file with the caller. Engineers who have their desire to perform extra service under this section on their rest days will be required to protect such extra service unless they seek and secure permission to lay off in the usual manner. If an engineer lays off on the call for any reason, he will not stand for service on his rest days under this section for the next thirty (30) days. A written request for service on rest days may be canceled upon five days' advanced written notice to the caller; the engineer will be permitted to again sign up for work on his rest days upon five days' advance notice.

(2) By the senior available regularly assigned engineer for whom it is a work day, who (a) has already worked that day, (b) is available to double without loss of time by the crew to which doubling, and (c) has eight hours to work under the Hour of Service Law.

(f) If the use of an engineer under this section renders him unavailable for service on his regular assignment the following day he shall have no basis for a claim, but will be permitted to exercise the option provided in Section 6 of this agreement.

8. (a) When assignments are not operated on the specified holidays, they will be left on the board and shown as "laid in" or "canceled" for the day. If an engineer on such a "laid in" job wishes to place on a assignment that is operating on the holiday, he may do so but he is not so required in order to qualify for the holiday payment.

(b) If an engineer is on a "laid in" job on a holiday and then does not qualify for holiday pay, he will be permitted to exercise the option provided in Section 6 of this agreement.

This agreement becomes effective May 1, 1967 and will continue in effect thereafter subject to the serving of thirty days' notice by one party upon the other party, further handling to be in accordance with the provisions of the amended Railway Labor Act.

Signed at Kansas City, Missouri the 29th day of March 1967.

For: Brotherhood of Locomotive
Engineers:

For: The Chicago, Burlington & Quincy
Railroad Company:

signed K. C. Sallee
General Chairman

signed A. E. Egbers
Asst. to President-Labor Relations

MEMORANDUM OF AGREEMENT BN 10-20-70

Between

BURLINGTON NORTHERN INC

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

This agreement pertains to changes in Five-Day Work Week Agreement and Permanent Bid Agreement at Kansas City Yard.

1. This is to supplement Section 4 of the Five-Day Work Week Agreement so that when rest days become vacant by regular engineers they will be advertised after twenty days and the assignment will be from the permanent rest day bids. The only other changes permitted would be for engineers affected by the assigning of rest days. This does not change any part of Section 4 which is now in effect. When engineers go on the extra board on the 1st or 16th of the month on a permanent basis their rest days will not be observed by them. Their unused rest days will be considered as temporary rest days for the entire half that engineer may vacate the extra board the following half making it necessary for him assuming his assigned rest days again.

If an engineer prefers to fill temporary rest days he will be permitted to do so by stating he desires a change of rest days on his permanent rest day bid, but will be required to assume whatever rest days that may become vacant. When rest days are no longer temporary he will return to his regular assigned rest days.

2. When a vacancy for an engineer is for a duration longer than seven (7) days it will be filled from the permanent bid. If it is known at the time a vacancy occurs that such vacancy is going to be for a duration longer than seven (7) days, it will be filled on the first day. This changes the required length of time for vacancies to be filled from 10 days to 7 days.

This agreement becomes effective November 15, 1970, and will continue in effect thereafter subject to the serving of thirty days' notice by one party upon the other party, further handling to be in accordance with the provisions of the amended Railway Labor Act.

Signed at Kansas City, Missouri this 20th day of October 1970.

Brotherhood of Locomotive Engineers

Burlington Northern Inc

_____/s/____

_____/s/____

Brotherhood of Locomotive Engineers

GENERAL COMMITTEE OF ADJUSTMENT
BNSF/MRL

500 THROCKMORTON, SUITE 1820
FT. WORTH, TX 76102
TEL (817) 338-9010 • FAX (817) 338-9088

VICE CHAIRMEN
D. R. PIERCE
S. J. BRATKA
M. O. WILSON

MONTANA
RAIL LINK

J. H. NELSON
SECRETARY-TREASURER
4237 ORCHARD DRIVE
GALESBURG, IL 61401



January 20, 2000

File: Kansas City Terminal
Consolidation

Mr. Milton H. Siegele
Asst. Vice President/LR
Burlington Northern Santa Fe
2600 Lou Menk Drive
P.O. Box 961030
Fort Worth, TX 76161-0030

Dear Mr. Siegele:

This letter is in regards to Implementing Agreement No. 4 dated February 19, 1996. More specifically Sections 2 A and Sections 5 A, B of said agreement.

I have discussed the problems associated with the proper application of these provisions with you on numerous occasions. This Office has discussed those same problems with other members of your staff and thought that the problems had been resolved only to find out at a later date that decisions had been reversed and we were back to square one.

Section 2 A provides:

"Except as provided in this agreement, the Santa Fe's collective bargaining agreements applying to Engineers will apply to all yard engine assignments within the consolidated terminal." (Emphasis ours)

Section 5 A provides:

*"Except as provided in this agreement, the Memorandum of Agreement of March 20, 1967 (Attachment B), concerning a process for bidding days off and a daily markup system, is made available to the consolidated terminal. Employees will have the right, but not the obligation, to bid for days off (and so, the daily markup system) **under its terms on a quarterly basis.**"*

As you will recall, the basis of this dispute involves engineers who do not bid rest days (daily mark) but instead bid an ATSF seven day assignment and then sometime within the 90 day period are allowed to displace into daily mark.

It is the position of this Committee that the language in Section 5 A is quite specific and unambiguous in that engineers bid daily mark under the terms of the Memorandum of Agreement dated March 20, 1967 and access these jobs on a quarterly basis only.

21-24-00

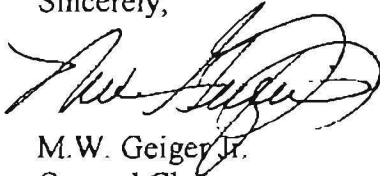
RECEIVED
JAN 24 2000
BUREAU OF ENGINEERING

By allowing engineers who bid seven day assignments displacement rights into daily mark after thirty days defeats its very purpose. The purpose being an engineer is able to bid rest days and know that for the next three months what those rest days are and can plan accordingly.

Therefore, whereas this Committee has been unable to resolve this issue through negotiation, by copy of this letter to our Local Chairman we are instructing engineers in Kansas City who have bid and been assigned rest days in daily mark and are subsequently inappropriately displaced, to begin filing claims for a basic day each day account improper displacement and restriction of seniority.

If you would like to seriously address this issue, please contact this office at your earliest convenience, but in the meantime claims will be progressed when an engineer is improperly displaced in daily mark.

Sincerely,

A handwritten signature in black ink, appearing to read "M.W. Geiger Jr.", written over a horizontal line.

M.W. Geiger Jr.
General Chairman

cc: D.M. Hahs, VP-BLE
T.R. Murphy, GC-BLE ✓
J.D. Mullen, GC-BLE
M.R. Littlejohn, LC 107



J.D. MULLEN
Chairman

P.J. WILLIAMS
First Vice-Chairman

Brotherhood of Locomotive Engineers

GENERAL COMMITTEE OF ADJUSTMENT

BNSF Ry. Co.

Santa Fe Committee

611 N. Broadway

Joshua, Texas 76058

(817) 426-9003 • Fax (817) 426-9006

December 17, 1998

320-10

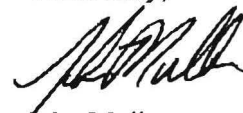
Mr. Milton H. Siegele
Assistant Vice President Labor Relations
The BNSF Railway Company
P. O. Box 961030
Fort Worth, TX 76161-0030

Dear Mr. Siegele:

Attached for your reference is a recent letter this office received from Local Chairman Dick Lyon at Kansas City addressing what this office considers a major issue at Kansas City. With the merger Implementing Agreement No. 4 it was this Committee's position that we merge the post merger BN roster with the SF Kansas City roster. We had a commitment from the Carrier that you would hold down any BN transfers under the October 1, 1990 Agreement into this corridor until this issue was resolved. It was not the intent of Implementing Agreement No. 4 to allow all post merger BN engineers to establish seniority on our Kansas City Seniority roster on those who hire out on the BN roster that was affected under Implementing Agreement No. 4.

By copy of this letter I am requesting again, that you put a hold down on the BN transfer into the Kansas City terminal under the November 1, 1990 Agreement until this issue is resolved. Also, by copy of this letter I am instructing you to adjust any previous transfers into this terminal under the BN November 1, 1990 Agreement who have established seniority on any roster under the jurisdiction of this General Committee to date and ranking on the roster to coincide with the date the engineer performs his first date of compensation as an engineer working under the jurisdiction of Implementing Agreement No. 4.

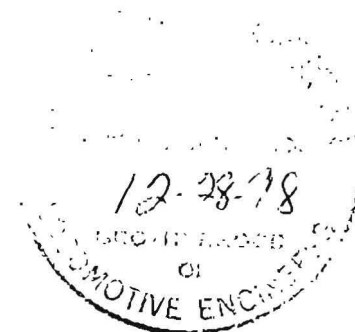
Yours truly,



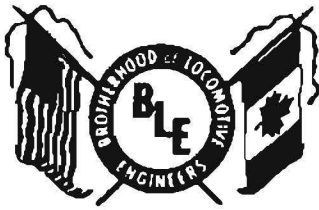
John Mullen

JDM/skc

cc: Mr. C. V. Monin, BLE President
Mr. Don Hahs, BLE Vice President
Mr. Gene L. Shire, General Director Labor Relations
Mr. Merle Geiger, General Chairman
Mr. Tim Murphy, General Chairman
Mr. Dick Lyon, Local Chairman BLE Division 130
Mr. Lee Wall, Local Chairman BLE Division 64
Mr. Greg Shy, Local Chairman BLE Division 777



Serving Since 1863



BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DIVISION 130

November 22, 1998

Mr. J. D. Mullen, General Chairman
General Committee of Adjustment
BNSF Ry. Co., Santa Fe Committee
611 N. Broadway
Joshua, Texas 76058


Dear Sir and Brother,

I received a call earlier today from BLE Member RJ Odle. Mr. Odle brought to my attention that he could no longer hold the Ark City Freight Pool while TL Williams could. Mr. Williams and some five or six other Post Merger Engineers have transferred to this seniority district utilizing the Former BN November 1, 1990 Agreement. I advised Mr. Odle to submit claims for each and every day he was deprived of work account following Mr. Williams on the seniority roster.

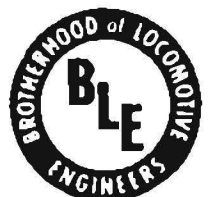
As you recall, both Local Chairman Shy and I have objected to the placement of these engineers on our rosters. I have documented this in letters to your office and discussed it with you on numerous occasions. You had even told me that you had instructed Labor Relations to put a halt to these transfers until an agreement could be reached. It has always been my contention that the 1990 Transfer Agreement never existed on this property and that these transfers were allowed contrary to our collective bargaining agreement.

I would like to solicit your dedicated effort to get this matter resolved at your earliest opportunity. I do not believe that it is in the best interest of the membership at Kansas City to allow this condition to continue. Our members at Kansas City hired out without a transfer agreement in place. When our membership ratified an agreement it was done stipulating that a post merger engineer would establish his seniority date on the day that he first performs compensated service. The intent and direction that the merger took, was to place all post merger engineers on all three rosters, making them common rights engineers, all enjoying equal treatment. Since the merger, we have found that some engineers have enjoyed special treatment by being able to transfer into the consolidated terminal and bringing their seniority date with them.

As mentioned earlier, I have advised Mr. Odle to file his claims. I am also asking you to pursue this right away because some of our members are being adversely affected. It was never meant that any of our post merger engineers would be treated differently one from the other. Since the BN 1990 Transfer Agreement never existed on the Former Santa Fe, it cannot be imposed upon us at this time.

Fraternally,

RA Lyon, Local Chairman

Serving Since 1863



ARBITRATION PROCEEDING

_____)
 Burlington Northern And)
 Santa Fe Railroad Company)
 -and-)
 Brotherhood of Locomotive Engineers)
 _____)

INTERPRETATIONBACKGROUND

On November 2, 2000, an arbitration hearing was convened by the undersigned pursuant to the provisions of Article 1, Section 4 of the New York Dock Conditions. The hearing was held to address certain issues that arose as a result of the Burlington Northern-Santa Fe ("BNSF" or "Carrier") merger effective September 22, 1995. Specifically, we considered the Implementing Agreements signed by the Brotherhood of Locomotive Engineers ("BLE" or "Organization") and the Carrier on February 19, 1996. At the November 2 hearing, three separate BNSF Merger Implementing Agreements between the Carrier and the BLE were presented for adoption. These came in the wake of the Merger Implementing Agreement signed on February 19, 1996, and arose because that Agreement did not resolve a number of major issues concerning the consolidation of seniority Districts. The Proposed Implementing Agreement 18A addressed seniority consolidation in the Kansas City area; Proposed Implementing Agreement 18B covered the Ft. Worth and Amarillo areas and Proposed Implementing Agreement 18C addressed the consolidation in the Oklahoma City-Enid areas.

On December 7, 2000, I issued my Award and adopted and imposed the three Proposed Implementing Agreements (18A, 18B and 18C) as presented with some modifications to Agreements 18A and 18B. Subsequently, the parties executed the three Merger Implementing Agreements. However, two of the former Santa Fe local Engineer Committees could not agree as to how the rosters should be consolidated at the BNSF Kansas City Consolidated Terminal. Accordingly, by separate letters, dated December 6, 2002, the parties have requested an interpretation of my December 7, 2000 Award.

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INTERPRETATION

The question how the consolidation of the pre-merger seniority in the Kansas City Terminal should be handled falls under the construction of Article 2 - Consolidation Methodology, Section 1A of the BNSF Merger Implementing Agreement 18A. Section 1A reads as follows:

For Kansas City, those employees identified as prior righted Nebraska Engineers on the former Nebraska Seniority Roster and those employees identified as prior righted Kansas City Freight Engineers on the former SLSF Kansas City Freight Seniority Roster following the BN/SLSF merger will be dovetailed. Once that is completed, the remainder of the rosters, down to those who were hired or promoted on those districts on or before September 21, 1995 (and those who were in the Locomotive Engineer Training Program on that date and later established seniority on those districts) will be compiled below the BN/SLSF prior righted engineers who were dovetailed. The resulting roster will then be topped and bottomed with the appropriate Santa Fe Kansas City Freight roster(s) as they stood on September 21, 1995 (and those who were in the Locomotive Engineer Training Program on that date and later established seniority on that district). Once that is done, the post-merger engineers will be put back on the respective rosters in the same order as they presently stand.

Before going further, I note that the language which has caused the request for interpretation (i.e., the sentence which reads: "The resulting roster will then be topped and bottomed with the appropriate Santa Fe Kansas City Freight roster(s)...") (emphasis supplied) was discussed earlier because it left unresolved the vital question of which roster would be used for the consolidation. At that time, the Santa Fe local committees could not agree. However, because there was a strong indication that the committees would resolve the issue between them (a step that is usually best), no further clarification was made.

In any event, as I read Section 1A, it contemplates the use of existing Santa Fe roster(s). The question is which of the rosters would be appropriate. I find, after considering all of the facts and circumstances, that the Kansas City Freight Roster (118) would be the most "appropriate" mainly for the reasons that follow. The Kansas City Freight Roster is the original roster representing all prior righted Santa Fe road employees for the Kansas City-West District.

-3-

The issues in question arose because of the consolidation of the Kansas City Yard. The Middle Division Roster 124 did not include the Kansas City Yard. The Kansas City Freight Roster did include that Yard.

Last, the Kansas City Freight Roster has been at times specifically cited in various documents relating to the merger. For example, see BNSF Merger Implementing Agreement 4, Article 1, Section 3A. The Middle Division Roster has not been mentioned.

AWARD

The Kansas City Freight Roster is the most appropriate as contemplated by Article 2, Section 1A.



Eckehard Muesig
Arbitrator

Dated: 1/3/03