

SAVE

5, 6 or 7 day daily mark
File: 890-150-30-50

BNSF IMPLEMENTING AGREEMENT 4A

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The purpose of this agreement is to provide for integration of bidding systems and days-off arrangements in the Kansas City consolidated terminal. The purpose is also to enable the company 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 - General Terms

Section 1

This Agreement will be in effect for a 180-day trial period after its effective date. The parties will review its operation after 120 days, and, if necessary, revisit the issues addressed and modify this agreement's terms.

Section 2

A. All jobs in the consolidated Kansas City Terminal will be assigned on a daily basis, in accordance with the engineer's standing on the Kansas City Order of Selection List. The Memorandum of Agreement of March 20, 1967, providing a process for a daily markup system, will be applicable to yard positions throughout the consolidated terminal.

B. One day bids must be made by telephone; permanent bids (preference cards) must be submitted in writing.

Section 3

A. There will be a two-hour penalty for mismark within a shift, and a day's pay penalty for a mismark from one shift to another.

B. The "11D list," for indicating availability for work on rest days, will be available to all yard engineers in the Kansas City terminal. Written requests for placement on the list will be required. The existing application as to people who, if so used, would then be unable to work their regular assignment, will continue.

Article 2 - The Days Off Bidding System

Section 1

A. On a "Sadie Hawkins Day", which will be every 60 days, Kansas City Engineers in the active quota may bid for 5, 6 or 7 day work weeks. Such bids will also show the Engineer's days off preferences, in order. If an Engineer does not bid for days off, he or she won't be assigned any.

B. The Superintendent or his designee and the involved Local Chairmen will determine exact assignment dates for one year at a time. For 1998, the periods will be

| <u>Bids open</u> | <u>Bids close</u> | <u>Bids effective</u> |
|------------------|-------------------|-----------------------|
| August 1-10 | August 11 | August 16 |
| October 1-10 | October 11 | October 16 |
| December 1-10 | December 11 | December 16 |

Section 2

A. The number of engineer's positions will be adjusted by the results of the bidding. For example, if there are 65 engine starts in the consolidated terminal on average, the top 65 people on the Order of Selection List will bid for rest days. If none pick two rest days and 21 pick one rest day, then 21 additional engine starts, on a weekly basis would have to be filled. Dividing 21 by 5 and rounding down means that 4 more engineers enter the active quota.

B. Bidders for 1 or 2 days off will be divided into groups according to their bids. Rest days will then be assigned to each group in seniority order and based on their indicated preferences, using the formula in the five-day-work-week agreement.

*30 days
bumped*

Article 3 - Related Matters

Section 1

A. A displaced engineer can bump any junior engineer in terms of their respective standing on the order of selection list. However, if he chooses to displace to a different rest day arrangement, than he must displace the junior person with that particular rest day arrangement.

B. If someone with no rest days displaces someone with rest days, every reasonable effort will be made to give the displaced employee the number of rest days he had originally, manpower permitting.

Section 2.

A. If an engineer, working in the Kansas City terminal in the daily markup system, is off for 10 or more days (including vacation), he will have an exercise of seniority for days off selection purposes upon his return.

B. Bidding and bumping rights to and from road service are unaffected by this provision.

Section 3.

A. This agreement will become effective 10 days after it is fully executed by the parties. It will be freely subject to cancellation by BLE collectively or the company or subject to mutually-agreeable change throughout the six-month trial period. If it survives that period without change, it may thereafter be changed by mutual agreement or in accordance with Section 4 of the New York Dock conditions.

What if former SF wants change after 6 months

*30 days
bump
road?*

Signed and accepted at _____ this _____ day of
_____, 1998

for BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

for THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.

General Chairman

Assistant Vice President - Labor Relations

General Chairman

General Director - Labor Relations

General Chairman

Vice President