

BNSF Railway Company

EASTERN AND WESTERN LINES
(excluding Northern and Southern Divisions)

SCHEDULE OF
Rates, Rules and Regulations

FOR
Locomotive Engineers

Represented by
Brotherhood of Locomotive Engineers and Trainmen

Updated December 2010

The Index appearing on the following pages is solely for the purpose of aiding in locating the various subjects and it is not an interpretation of, or a part of, the individual rules.

Intent of Agreement

The purpose of this Agreement is to codify and combine in one document certain Articles, agreements and Understandings (collectively “rules”) applicable on this property. The reissuance of the Rules in this updated Schedule is for the carrier’s and employees’ convenience and is not intended to effect substantive changes in the existing rights of the parties. The Parties agree nothing contained in the following Schedule is intended to, nor do they amend, modify or abrogate any intent or provisions of National Agreements. The intent and purpose of National Agreements take precedent over any of the provisions of this Schedule which might be in conflict therewith.

Captions in this agreement are for convenience and shall not affect any construction or interpretation of this agreement.

It must also be noted that the current rates of pay will apply where monetary amounts cited herein are subject to future wage increases.

The following schedule of Rates, Rules and Regulations is hereby agreed upon by this Company and its Engineers under jurisdiction of this committee.

Pat Williams

BLET General Chairman

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Contents

Bidding and Bumping	10
Bump when returning from decertification	17
Side Letter 2	17
Side Letter 4	17
Side Letter 9	18
Side Letter 10	19
Side Letter 13	20
Side Letter 15	21
Side Letter 16	22
2007 Article 11 MOA Agreed-to Questions and Answers	22
Thirty Day Bump Rule	29
Force Assignment and Releases	29
Exercise of Seniority Following Notice of Impairment, Annulment or Abolishment of Assignment	31
Calling Rules.....	32
Call and Release (article 10)	32
<i>Pay When Called and Not Used</i>	32
Start Times (Road) Advanced or Set-Back.....	33
Deadhead and Travel.....	34
Deadheading (Article 9).....	34
Deadhead Pay.....	39
Auto Mileage Allowance.....	39
Discipline and Investigations (article 29)	40
Investigations, Suspensions and Dismissals.....	40
Discipline – Handling of Appeals.....	42
Discipline - Computation of Pay for Time Lost.....	43
Efficiency Tests (article 18)	44
Enhanced Customer Service	44
Enhanced Customer Service Q&A.....	45
Extra Boards and Extra Service	49
Guaranteed Extra Board	49
Using a Post October 31, 1985 Engineer in Emergency Service	52

Protecting Emergency Service	52
Filling Engineer Vacancies	52
Freight and Miscellaneous Service (article 3)	56
Basic Day – Freight and Miscellaneous Service.....	56
Overtime – Freight and Miscellaneous Service	57
Local Freight Conversion Rule	57
Local Differential.....	60
First-In First-Out.....	60
Freight Turnarounds.....	60
Short Turnarounds at Away-From-Home-Terminal.....	60
Initial Terminal Delay - Through Freight Service.....	61
<i>Initial Terminal Delay (Locals).....</i>	<i>62</i>
Final Terminal Delay - Freight Service	62
Switching At Terminals	65
Special Engineers’ Through Freight Allowance	65
Special District Pay.....	65
Basic Day on Certain Helper Crews.....	66
<i>1986 Article VI Section I (a) Deadheading</i>	<i>66</i>
Runarounds (article 11)	67
<i>Called at Same Time.....</i>	<i>69</i>
More Than One Class of Road Service Rule (Article 7)	69
Doubling Hills.....	71
Emergency Side and Lap-Back Trips	72
<i>Side Trip - defined.....</i>	<i>72</i>
Short Trips Due To Conditions In Connection With Own Train.....	73
Five day week – Road Assignments	73
Meal En Route Road Service.....	74
Yard Runaround Rule.....	74
Pay When Tied Up Between Terminals (Article 14)	74
<i>Tying Up Between Terminals.....</i>	<i>75</i>
Tying up between terminals (Article 12)	79
<i>Crews Tied Up Between Terminals.....</i>	<i>79</i>
Turn Around Service (or HOS Relief) at Away-From-Home-Terminal	80
On and Off Duty Points - Road Service (article 28).....	81
Side trips.....	81

Helper Service – No Call Day	82
Work Train Service – Pay When Not Used (Article 6)	82
<i>Assignment of Engineers to Work Train Service</i>	82
Held Away From Home Terminal (article 15)	83
Cab Conditions	84
Holidays.....	87
Road Holidays	91
Insurance	93
Health and Welfare	93
<i>Flexible Spending Accounts</i>	99
Off Track Vehicle	99
Interchange Service.....	104
Interdivisional Service	106
Section 1 - Notice	106
Section 3 – Procedure	107
Section 4 - Arbitration	107
Section 5 - Existing Interdivisional Service	108
Section 6 - Construction of Article	108
Section 7 – Protection	108
Lay Offs.....	111
Laying off Union Business – “Chasing Turn”	112
Jury Duty.....	113
Bereavement Leave	113
Automatic Markup.....	114
Extra Engineers Laying Off or Not Available For Call (article 24).....	114
Lay Off on Miles	114
Leaves of Absence, Service Letters, Employment Applications (article 23)	116
Meals and Lodging	118
Lodging For Extra Employee Held at Outlying For More Than One Tour of Duty.....	119
Away from Home Meal Allowance.....	119
Lodging	120
Suitable Lodging and Payment In Lieu Of.....	120

Waiting for Lodging.....	122
Mileage Regulation	123
Mileage Regulation – Line Miles.....	123
Mileage Regulation – Deadheads	123
Pay Rules	124
Duplicate Payments (Article 1).....	124
Certification Pay.....	124
Rate Progression.....	125
<i>Service Scale</i>	125
Make Whole.....	126
Attending Lawsuits (article 27).....	126
Meeting with Carrier Officers	126
Direct Deposit of Payroll Checks.....	126
Profit Sharing	127
Flexible Spending Account.....	130
401(K) Retirement Plan.....	130
Pay System Simplification	133
(PART A –General.....	133
PART B – Through Freight Service	134
PART C Other Classes of Service.....	139
Personal Leave Days.....	140
Physical Re-examinations	141
PPE-Safety Glasses	145
Radio Rule.....	146
Reserve Board	147
Rest (article 13)	151
14 Hour Rest.....	151
“Smart Rest” and Rest Cycles	151
<i>Attachment A</i>	154
<i>Attachment B</i>	157
<i>Side Letter 1</i>	160
<i>Side Letter 2</i>	161
<i>Side Letter 3</i>	161

<i>Side Letter 4</i>	161
<i>Side Letter 5</i>	161
<i>Side Letter 6</i>	162
<i>Agreed to Q&A</i>	162
Road Switcher Agreement	165
Road/Yard and Incidental Work	167
Section 1 - Road Crews	167
Section 2 - Yard Crews.....	168
Section 3 - Incidental Work	170
Road/Yard	171
<i>Section 1 - Road Engineers</i>	171
<i>Section 2 - Yard Engineers</i>	171
Questions and Answers.....	172
Article VIII Road/Yard.....	172
Road/Yard Work Amended.....	173
Rules and Retraining	175
Rules and Retraining Classes	175
Locomotive Engineer Instructors	177
<i>Selection of Engineer Instructors:</i>	177
<i>Instructor Allowance:</i>	178
<i>Instructor Training and Duties:</i>	178
<i>Engineer Instructor Responsibilities:</i>	178
<i>Relief from Working with Trainees</i>	179
System Familiarization Trips.....	180
<i>Side Letter 12</i>	180
<i>Compensation for Qualifying/ Familiarization Trips</i>	180
<i>Right to place to Vacancy</i>	181
Training Student Engineers.....	181
Mentor Agreement.....	182
Scope Rule	184
Side letter 1	187
Side Letter 14	188
Engineer Certification.....	189
Craft or Class.....	189

Seniority and Employment	190
System Seniority Agreement.....	190
<i>System Seniority Q&A</i>	194
<i>System Seniority Side Letter (Establishing Date)</i>	195
<i>Side Letter (Paragraph 8(a))</i>	195
<i>Side Letter (Notification)</i>	196
<i>Side Letter (3-year hold)</i>	196
Primary Recall.....	196
<i>Side Letter 1</i>	197
<i>Side Letter 2</i>	198
<i>Side Letter 3</i>	198
System Transfer Agreement.....	198
Probationary Period.....	200
Temporary Transfer	201
Seniority Retention/Maintenance	201
Flowback Agreement	202
<i>Flowback Amendment</i>	207
<i>Flowback Q&A</i>	208
Enhanced Employment Opportunities	216
<i>Enhanced Employment Opportunities Q&A</i>	218
<i>Letter of Understanding 7/1/2004</i>	219
Time Claims (article 30)	221
Disputed Time Tickets.....	221
Adjustment of Grievances	221
Time Limit on Claims (Article 31)	221
Time Claims, Appeals.....	222
<i>Amendments in Time Limit Rule on Claims and Grievances</i>	224
Union Membership	226
Union Shop	226
Union Dues Deduction Agreement.....	232
Strike or Lockout.....	234
Review Records.....	235
Vacations.....	236
Synthesis of Operating Vacation Agreements.....	236

Interpretation of Continuous Service Provisions	244
Full Time Union Officers	244
Vacation Float.....	245
Allocation.....	246
Work Retention Board	247
Side Letter 1	248
Side Letter 2	249
Side Letter 3	250
Side Letter 4.....	251
Side Letter 5.....	251
Yard Engineers (article 8)	253
Overtime Rate in Yard Service – Regular Engineers	253
Overtime Rate in Yard Service – Extra Engineers	253
Assigned Hours - Yard Service	254
Five-Day Week Assignments.....	254
Starting Time.....	256
Calculating Assignments and Meal Periods	256
Point for Beginning and Ending Day – Yard Service	256
Advance Notice of Abolishment or Annulment - Yard Service	257
Running Switch Engines Outside of Switching Limits.....	257
Road Engineers Called For Temporary Yard Service.....	258
Switching Service for New Industries	259
Changing Switching Limits	261
Doubling in Yard Service	263
Utility Engineers.....	264
Five Day Work Week - Yard Service (Article 8 ½).....	265
Yard Meals.....	270
Yard Engineers Time begins and Ends	271
Yard Engineer Pilot.....	271

BIDDING AND BUMPING

Effective no later than August 1, 2007, permanent vacancies (as defined by existing schedule rules, agreements and the parties' practices) will be filled using the job preference system in accordance with the following:

A. New assignment vacancies shall be advertised for seven calendar days to the affected seniority district(s) and shall state the closing time and date, which shall be at 9:00 a.m. on the seventh day after the date of issue.

B. The advertisement shall include the following information:

1. The nature of the service required, e.g., work, local, road switcher, yard, mine run, etc.
2. The train number or designation.
3. Terminal or terminals of the assignment and limits of the assignment.
4. Days of the week service is to be performed and/or rotation of service.
5. Rest days and/or layover point.
6. Time on duty.
7. The office to which corrected job preference certificates will be sent.
8. The date the assignment will be established.

C. Assignments shall be re-advertised and assigned as permanent vacancies when:

1. In assigned road service, when the assignment mileage on road runs is increased or decreased by 300 miles or more per month; changed from straightaway to turnaround or vice-versa; starting times are changed by two hours or more; or if terminals, layover points, or days on which service is to be performed are changed on road runs.
2. When changes are made in the starting time of two hours or more, or the equivalent of 300 miles or more in monthly earnings of engineers on suburban and short turnaround passenger service assignments.
3. In yard service, when on and off duty points, rest days or starting times of assigned jobs are changed by one hour or more.
4. When an extra yard assignment has been run for four consecutive days on the same shift.

D. Incumbents of assignments re-advertised pursuant to the provision of Section C may continue to work the assignment during the period the assignment is being advertised.

E. Engineer bid sheets must be filed with the proper authority by the current method (presently, in the TSS system).

F. Only one engineer bid sheet may be on file at anyone time. The engineer bid sheet will designate the assignment desired in preference order, regardless of the class of service (road or yard); i.e., the most desired will be designated as first, the next most desired as second, etc. In the event an applicant is the senior bidder for more than one vacancy being filled simultaneously, assignment will be made to the vacancy for which he has indicated the greatest preference.

G. An engineer bid sheet may be changed or withdrawn at any time prior to the date and time it is honored by serving notice to the proper authority by the current method.

H. BLET local chairmen will be furnished a list of all road and yard assignments in the seniority district, describing and numbering each assignment, and these listings will be available electronically where engineers go on and off duty.

I. An engineer displaced from a run or assignment by a senior engineer or whose assignment is reduced or abolished as part of a board adjustment in accordance with schedule rules and/or agreements will have displacement rights to any assignment/board on which he holds active engineer's seniority. This displacement must be exercised within 24 hours of notification of displacement. In the event displacement is not exercised within 24 hours, such engineer will be required to displace the junior engineer working at the location. For those engineers who are displaced while off for any reason, the notification process will begin upon markup and they must also place within 24 hours of notification.

J. Engineers who are bumped and can still hold the engineer's quota at their location cannot be force assigned to any other location or assignment during their 24-hour bump period. Engineers who are bumped and are unable to hold the engineer's quota at their location will be considered demoted engineers at that location and, after notification and if they have not placed themselves elsewhere, may be force assigned like any other demoted engineer.

K. A turn added to an existing through freight pool or extra board will be considered an additional assignment and will be immediately assigned to the senior engineer showing preference for it on his engineer bid sheet. The engineer assigned will be subject to call after accepting notification of the assignment change. Unless displaced by an engineer returning from vacation, an engineer will not be permitted to change from one turn to another in the same pool or extra board.

L. Except as qualified in Section K and Section S (2), an engineer displacing into an existing through freight pool or extra board will displace the junior engineer.

1. If the junior engineer being displaced is holding a turn that is not at the home terminal, assignment will be made utilizing one of two methods. Within 30 days of the effective date of this agreement, the BLET Local Chairman holding jurisdiction for each pool/board will advise the proper BNSF Officers of which of the following methods will be utilized. Thereafter, the method chosen by the Local Chairman for any given pool may only be changed once every six months, on February 1 and August 1. (In pools where turns work under more than one Agreement, the Local Chairman holding the agreement under which a majority of the turns work will have the authority to make the selection referenced in this Article):

Method 1. Except as qualified in Section K and Section S (2), the displacing engineer will be assigned to the pool turn previously held by the junior engineer on the involved pool board. If that turn is not at the home terminal, the displacing engineer will be shown waiting turn until the turn arrives and is tied up at the home terminal and that pool standing will then be assumed by the displacing engineer.

Method 2. Except as qualified in Section K and Section S (2), the displacing engineer will be assigned to the pool turn previously held by the junior engineer on the involved pool board. If that turn is not at the home terminal, the displacing engineer shall be placed to the foot of the board at the home terminal as it stands at the time of displacement and that pool standing will then be assumed by the displacing engineer. When the displaced engineer returns to the home terminal, that turn shall be extinguished.

M. An engineer absent from service during the bulletined period of a new assignment will be permitted to take such assignment upon return to duty, provided he does so prior to performing any other service, and provided further that his seniority entitles him to the assignment.

N. An engineer who is displaced during the period a new assignment or assignments are under bulletin will be permitted to take such new assignment immediately, provided he is senior to the engineer filling such job during the bulletin period.

O. If the number of engineers' pool turns is reduced, the turn held by the junior engineer will be removed. That engineer will have an exercise of seniority.

P. Any engineer holding seniority as engineer may list any engineers' jobs on his seniority district(s) on his engineer bid sheet.

Q. The parties have agreed to apply the job preference rules as follows:

1. Notification of displacements may be done either by telephone, Voice Response Unit (VRU) or electronically.

2. Job selections will become effective immediately upon filing.

3. A method will be provided allowing the engineer to print his or her own engineer bid sheets showing date and time submitted and allowing the local chairmen to view the history of such bids.

R. Temporary Vacancies

1. Former Burlington Northern Agreement Jurisdiction

(a) Temporary vacancies (a vacancy of less than 30 days that is not a vacation vacancy of 7 days or more) shall be filled from the engineer's extra list for the first seven days of such vacancy. Thereafter, the vacancy will be open to seniority choice and the successful applicant must remain on the vacancy until:

(i) The regular engineer returns

(ii) He is displaced by a senior engineer

(iii) He is awarded a permanent position under the job preference system.

In this event, he will have the option of remaining on the temporary vacancy or going to the permanent vacancy.

(b) Vacancies of 30 days or more are considered to be permanent vacancies and shall be filled by job preference.

2. Former Santa Fe Agreement Jurisdiction

(a) Except where covered by existing pool agreements, temporary vacancies (a vacancy of less than 7 days that is not a vacation vacancy of 7 days or more) shall be filled from the engineer's extra list for the first seven days of such vacancy.

(b) Vacancies of 7 days or more are considered to be permanent vacancies and shall be filled by job preference.

S. Permanent Vacancies and Vacation vacancies of seven (7) days or more will be immediately assigned to the senior engineer showing preference for it on his engineer bid sheet.

1. Vacation vacancies of 7 days or more will be filled on the first day of the vacancy by awarding the assignment to the senior applicant making application for the assignment.

2. While on vacation, the engineer will be placed to the "vacation board". On return from vacation, the engineer will be given full displacement rights with one exception. If the engineer so desires, he may place to his previous pool turn and its position (or in the case of an engineer who went on vacation while working a "rest-cycle" board, to his previous rest-cycle) regardless of the seniority standing of the engineer who was awarded his pool turn or rest-cycle while he was on vacation. Engineers will be allowed to return from vacation and exercise the displacement described herein at any time during the 24 hours of the last day of vacation.

3. Engineers returning from a "known vacancy" (other than vacation vacancies - covered by 1 above) shall be afforded displacement rights consistent with the terms of this agreement.

T. All scheduled vacation periods of one day or more duration which previously began at 12:01 am or 7:00 am shall begin at 9:00 a.m. on the first day of the vacation period, and such vacation period shall end at 8:59 a.m. on the first day following the vacation period. Engineers will be returned to service following vacation in the manner described below. Times herein are based on local railroad time for the involved location.

Example: A vacation period scheduled for Monday, January 1, through Sunday, January 7, will actually begin at 9:00 a.m. on Monday, January 1, and end at 8:59 a.m. on Monday, January 8.

1. Single Day(s) Vacation

Engineers taking a single vacation day(s) will be removed from and returned to the board based on advance calling times for the Terminal to which assigned.

Example: The calling time for Terminal A is 90 minutes. Employees taking a single day vacation are removed from the board at 7:30 am so they are not called for an assignment at 9:00 am or later and will return to the board the following day at 7:30 so they are available for calls at 9:00 am or later. Engineers whose assignments are called to protect or assigned to protect service between 12:01 a.m. and 9:00 a.m. on the first single vacation day(s) will not be called for that service. Instead, they will be "laid off vacation" at the time of that call for their assignment and their assignment will be filled by the extra board, except where covered by existing pool agreements. Engineers called prior to 12:01 a.m. who work into the start of the single vacation day(s) will have their scheduled vacation begin upon tie up at the home terminal. Engineers observing less than 7 days vacation will be allowed to mark up for service prior to the expiration of the full vacation at any time during the 24 hours of the last day of vacation.

2. Vacations of Seven (7) days or more

Engineers taking seven or more vacation days will be removed from their assignment/turn and placed to the vacation board based on advance calling time for the Terminal to which assigned. The vacated assignment will be filled pursuant to Section S at that time. At the expiration of the vacation period, the engineer will be returned to the bump board based on the advance calling time for the Terminal to which he was assigned when the vacation began. The 24 hour bump will begin at that time with no notification necessary.

Example: The calling time for Terminal A is 90 minutes. Employees taking a vacation of 7 days or more are removed from the board at 7:30 am so they are not called for an assignment at 9:00 or later and their assignment is filled as a permanent vacancy at that time. At the expiration of the vacation period, the employees are placed to the bump board at 7:30 am with no other notification necessary.

Engineers whose assignments are called to protect or assigned to protect service between 12:01 a.m. and 9:00 a.m. on the first vacation day of a known vacation period of seven (7) days or more will not be called for that service. Instead, they will be moved to the vacation board at the time of that call and their assignment will be filled by the extra board until it is filled as a permanent vacancy pursuant to Section S. Engineers called prior to 12:01 a.m. who work into the start of the vacation period of seven (7) days or more will have their scheduled vacation begin upon tie up at the home terminal.

An engineer who extends a vacation of seven days or more for any reason will extend the 8:59 a.m. markup to the first 8:59 a.m. following the layoff. In other words, if an engineer marks off the day following his vacation, he will be required to mark up at 8:59 a.m. the following day.

3. Engineers on assignments having assigned rest days or rest cycle days will be allowed to adjust the start time of a vacation of 7 days or more to immediately follow the assigned rest days or rest cycle days of the assignment.

U. To standardize pool adjustments for mileage regulation and weekly extra board adjustments with vacation vacancy fill, all pool and extra board adjustments shall occur to be effective on Mondays at 0900. Turns added to pools or extra boards will be assigned based on advance calling time for the Terminal to which assigned and new or vacated turns will be filled pursuant to Section K at that time. Turns reduced from pools or extra boards during board adjustments will be based on the advance calling time for the involved boards and the notification process described in Section I will begin at that time for engineers assigned to reduced turns or abolished assignments.

V. 1. All references to 7:00 am lay offs in existing 7/3 Overlay Rest Cycle Agreements are modified to 9:00 am and all corresponding times are adjusted accordingly.

2. Extra board guarantee will be calculated on 24 hour basis instead of a calendar day basis for all lay offs including vacation and personal leave.

W. In the application of Section T and Section U, it is recognized that some terminals have different calling time lengths for the pools/boards headquartered at a single location. The parties agree that the appropriate local chairmen will meet with the appropriate BNSF officers to discuss development of standard call times for those terminals. It is recognized that until those call times are standardized, assignments filled pursuant to Section T and Section U at those terminals where individual boards have different call time lengths will be filled using the separate call times for each pool/board.

X. This Article is intended to create a new system for job assignment/selection applicable to locomotive engineers on BNSF Railway and so supersedes all previous rules, agreements, practice and understandings governing that subject. Except as modified herein, all other rules, agreements, practice and understandings remain unchanged.

BUMP WHEN RETURNING FROM DECERTIFICATION

This letter shall serve to confirm our understanding that an engine-service qualified person in ground -service due to FRA decertification shall be afforded a one-time 24-hour opportunity to exercise seniority into engine-service when the decertification period expires.

SIDE LETTER 2

The parties have agreed in Article 11 that those agreements and understandings not expressly modified in Article 11 remain unchanged. It is understood that the following agreements, understandings and corresponding applications are not modified by Article 11.

1. 30-Day Bump - The provisions of existing 30 day bump agreements continue to be applicable on the various Committees as they were before with the following qualifiers: Employees who hold active seniority on more than one "consolidated" seniority district will be allowed to exercise 30 day bumps on all districts that they hold active seniority on, and all 30-day bumps will be administered without using engineer bid sheets.
2. Force Assignment - The provisions of existing agreements and understandings governing force assignment to vacant engineer assignments continue to be applicable on the various Committees as they were before, including existing and applicable displacement rights when forced and existing and applicable rules governing release from force assignment.
3. Engineer Displacement - Only those demoted engineers who were previously all owed by agreement to displace promoted engineers will retain that right.

SIDE LETTER 4

This confirms the following understandings reached regarding Article 11 "System Bidding and Bumping."

1. Monday Board Adjustments-Section U of Article 11 states as follows:

"To standardize pool adjustments for mileage regulation and weekly extra board adjustments with vacation vacancy fill, all pool and extra board adjustments shall occur to be effective on Mondays at 0900. Turns added to pools or extra boards will be assigned based on advance calling time for the Terminal to which assigned and new or vacated turns will be filled pursuant to Section K at that time. Turns reduced from pools or extra boards during board adjustments will be based on the advance calling time for the involved boards and the notification process described in Section I will begin at that time for engineers assigned to reduced turns or abolished assignments."

During our negotiations, it was apparent that the various locations across the property currently make their pool and extra board adjustments on different days of the week and/or different days of the month. It is understood that in the application of Section U, the BLET will not be required to make weekly board adjustments. This will not affect existing checkback periods. But whenever a board adjustment is to be made at any given location, it will be made to be effective on a given Monday at 0900.

2. Beginning Vacation/Overlay Rest Days-Article 11, Section T & Section V Pursuant to Section T of Article 11 and the corresponding language of existing 7/3 Overlay Agreements as modified by Section V of Article 11, engineers whose assignments are called to protect or assigned to protect service between 12:01 a.m. and 9:00 a.m. on the first day of vacation or rest day cycle will not be called for that service. Instead, it will become mandatory that they be laid off at the time of that call for their assignment and their assignment will be filled by the extra board, except where covered by existing pool agreements. It is understood that any time spent "laid off" between 12:01 AM and 9:00 AM under this provision will not be counted as an absence under any Carrier attendance policy.

SIDE LETTER 9

The following will be applicable to Sections I and J of Article 11 at "consolidated" terminals where more than one "zone" is in place.

When engineers are required to displace the junior engineer at a "location" (Section I), or when an engineer is bumped and cannot hold the engineer's quota at their "location and then considered to be a demoted engineer at that location" (Section J), it is understood that, consistent with existing applications, each "zone" within a consolidated terminal is to be considered its own separate "location."

SIDE LETTER 10

Section S) 2) of Article 11 will be applied in the following fashion for engineers returning from vacation.

All engineers assigned to pools or extra boards that work under a 7/3 Rest Cycle Agreement will be allowed to place to the specific rest cycle that was held prior to vacation, regardless of the seniority standing of the engineer who was awarded his rest cycle while he was on vacation with the following qualifier. The returning engineer must return to the same pool or extra board assigned to ahead of vacation, and he must have sufficient seniority to hold the pool or extra board on return from vacation.

When the returning engineer is placed back to the original rest cycle, the youngest engineer on the affected rest cycle will be assigned to a new rest cycle if it is necessary to balance rest cycle without any change to pool placement.

Within 30 days of the effective date of this agreement, the BLET Local Chairman holding jurisdiction for each location, or zone at a consolidated location, will poll their membership and advise the proper BNSF officers of which of the following methods will be utilized for engineers returning from vacation who wish to return to the previous pool turn and its position. Thereafter, the method chosen by the Local Chairman for any given location may only be changed once every six months, on February 1, and August 1.

Method 1. Engineers returning from vacation will displace the junior engineer assigned to the pool or extra board and will not be allowed to return to the specific turn that was held before vacation unless it is held by the junior engineer in the pool.

Method 2. Engineers returning from vacation will displace the junior engineer assigned to the pool, unless they choose to return to the specific turn that was held prior to vacation, regardless of the seniority standing of the engineer who was awarded his turn while he was on vacation with the following qualifier. The returning engineer must return to the same pool assigned to ahead of vacation and he must have sufficient seniority to hold the pool on return from vacation. At "consolidated" terminals where more than one "zone" is in place, each separate "zone" within a consolidated terminal is to be considered its own location in the application of Method 2.

SIDE LETTER 13

1. The following understanding has been reached in the application of 30 day bumps pursuant to Article 11 and Side Letter No.2 of the 2007 *BLET/BNSF* Agreement.

To further standardize the application of 30 day bumps, any restriction linking the exercise of a 30 day bump to a regular board adjustment time or day is cancelled. When eligible for 30 day bump rights, an engineer may exercise the 30 day bump at any time consistent with Subpart 1 of Side Letter No.2 with the following qualifier.

Those engineers assigned to variable calling boards will not be allowed to exercise a 30 day bump while "activated". In addition, those assigned to variable calling boards cannot be bumped or displaced after being activated. Instead, those activated will remain on their assignments until called out as a "900" series turn and the engineer displacing onto the variable calling board will be placed to the foot of the inactive board at the time of the displacement. It is also understood that in the application of a 30 day tie down in yard service after exercising a 30 day bump (where applicable), time spent on vacation will not extend the 30 day tie down. On the former C&S and FWD properties, 5 and 7 day bumps, as previously applicable, remain in effect but will be administered in the same fashion as 30 day bumps.

2. In the application of Article 11 and Side Letter No. 10, all requirements for advance notification to take rest cycle days are waived for those engineers who are assigned to pools or extra boards that work under a 7/3 Rest Cycle Agreement when they exercise the option to return to their previous rest cycle following a vacation of 7 days or more.

SIDE LETTER 15

The following understanding has been reached in the application of Article 11 for movements to/from an engineer's guarantee extra board.

Engineers reduced or displaced from an extra board, regardless of the time of day, shall use that calendar day in the computation of the payroll period guarantee due. Only those earnings made while assigned to the extra board on the day reduced can be used to offset guarantee. Engineers who are required to exercise displacement rights to an extra board in order to exhaust the engineer's quota at their location, regardless of the time of day, shall use that calendar day in the computation of the payroll period guarantee due. Only those earnings made while assigned to the extra board on the day added to the board can be used to offset guarantee.

Engineers who voluntarily bid from the extra board to a non guaranteed assignment during a normal Standardized board adjustment shall not use that calendar day in the computation of the payroll period guarantee due. In this instance, no earnings made on the day bidding off can be used to offset guarantee.

Engineers who voluntarily bid or displace to the extra board shall use that calendar day in the computation of the payroll period guarantee due, as long as they have accepted notification are marked up on the extra board prior to 12:01 pm on the day they are assigned to the extra board. Only those earnings made while assigned to the extra board on the day added to the board can be used to offset guarantee.

However, if the calendar day is not used in the computation of that payroll period guarantee due, then no earnings from a start on that calendar day can be used as an offset.

If movement is made from one engineers' guaranteed extra board to another engineer's guaranteed extra board for any of the reasons described above, a single guarantee credit at the daily rate of the destination guaranteed extra board, for the calendar day of the move, shall be used in the computation of the payroll period guarantee due, so long as the engineer marks up to the destination guaranteed extra board within one hour of accepting notification of the movement. All earnings made while assigned to either extra board on the day bidding off can be used to offset guarantee as long as the day is included in the computation of the payroll period guarantee due.

SIDE LETTER 16

To continue previous handling of displacement into certain "active/inactive", "primary/secondary" or "activation" pools, the following understanding has been reached in the application of Article 11, Section L and Side Letter 13. Method 2 of Section L allows displacing engineers to be placed to the foot of the board at the time of displacement when the turn that they are displacing to is not at the home terminal. It is understood that this option is available to all pools. Those selecting Method 2 will also be given the option to apply this methodology to turns that are still at the home terminal but have been "activated". If the "activated" option is also selected, the methodology described in Side Letter 13 will be applicable as follows. Those "activated" by any means cannot be physically bumped or displaced from the active list once activated. Instead those activated will remain on their assignments even if bumped while activated until their assignments are called out as a "900" series turns and the engineer displacing onto the active board will be placed to the foot of the inactive board at the time of displacement.

Regardless of the Method chosen under Section L, it is understood that engineers displacing engineers at the home terminal in other than "active/inactive", "primary/secondary" or "activation" pools, or displacing engineers who are on an "inactive/secondary" board at the home terminal will assume the turn and board standing of the engineer and turn that they are displacing to.

2007 ARTICLE 11 MOA AGREED-TO QUESTIONS AND ANSWERS

The following are questions and answers which both parties have agreed-to in an attempt to capsule the numerous issues and complexity of standardizing the Bid and Bump System in accordance with Article 11 of the BNSF 2007 On-Property Settlement

Section D, Q1- How will the incumbent on an assignment that is re-advertised continue to the work the assignment during the bulletin period?

Section D, A1- The incumbent must exercise his displacement rights to the re-advertised assignment after accepting notification of displacement when the pre-existing assignment is abolished, so long as the new assignment is re-advertised prior to the expiration of the affected engineer's 24 hour bump.

Section D, Q2- Will engineer so displaced be permitted to place to assignments under advertisement that are not working while under bulletin?

Section D, A2- No, engineers may only displace to assignments during their 24 hour bump that are under bulletin if the assignment is actively working during the bulletin period.

Section D, Q3- Will engineers who place to assignments that are under bulletin be required to submit an engineer bid showing preference for the new assignment in order to remain on the new assignment when the advertisement closes?

Section D, A3- Yes, when the advertisement closes, all engineer bids will be reviewed with the senior engineer showing preference being awarded the new assignment.

Section E, Q1- Will engineers be required to file a new engineer bid sheet to remain on the assignment that they are holding when Article 11 is implemented on October 3, 2007?

Section E, A1- No, only those engineers who wish to bid to other assignments, or wish to remain on an assignment under bulletin pursuant to Section D, must file a new engineer bid sheet as part of the implementation. Engineers, who have no desire to bid to a new assignment, or remain on an assignment under bulletin, are not required to have an engineer bid on file.

Section E, Q2- Will engineers assigned to 7/3 Rest Cycle Boards have their rest cycles adjusted or changed as part of the Article 11 implementation on October 3, 2007?

Section E, A2- No

Section E, Q3- Will the "Engineer's Permanent Bid" (former BN) and "Engineer's Standing Bid" (former ATSF) be utilized after Article 11 is implemented on October 3, 2007?

Section E, A3- No, all engineer assignments will be awarded utilizing "Engineer Bid" when Article 11 is implemented. Engineer Permanent Bid and Engineer Standing Bid history will only be retained for record keeping purposes.

Section G, Q1- Will an engineer's bid sheet be changed or modified if the first preference on the engineer bid sheet is awarded?

Section G, A1- No, an engineer's bid sheet will only be modified if the engineer changes or withdraws the bid sheet.

Section H, Q1- Will hard copies of a list of all road and yard assignments be mailed to the BLET Local Chairmen?

Section H, A1- No, listings of all road and yard assignments will be provided electronically.

Section I, Q1- Does an engineer have to have an engineer bid sheet on file to exercise a 24 hour displacement?

Section I, AI- No, engineer bid sheets are not used in the exercise of engineer displacement rights. Engineer displacement will be made using the VRU, electronic means or in the event of technology failure, through communication with the crew office.

Section J, QI- Will engineers who are bumped and unable to hold the engineer's quota at their location be allowed to displace as an engineer at another location where they can hold the engineer's quota?

Section J, AI-Although Section J considers an engineer who is displaced and unable to hold the quota at their location to be demoted engineer, such engineers will still be entitled to displace as an engineer at another location where they can hold the engineer's quota during the 24 hour engineer bump period. (This does not modify existing application of the former ATSF Ebb and Flow agreement.)

Section K, QI- When will turns added to pools or extra boards on regular Monday adjustments be assigned?

Section K, AI- Pursuant to Sections U and W, turns added during regular Monday adjustments will be assigned based on the advance calling time for the particular pool/board being adjusted.

Section R)I), QI- Are local agreements modifying temporary vacancy rules on former Burlington Northern territories that predated Article 11 cancelled?

Section R)1), AI- Yes

Section R) 1), Q2- If Engineer A is absent for 7 days and Engineer B places to Engineer A's temporary vacancy, will Engineer B' s permanent assignment be filled by the extra board for 7 days and become open to seniority selection as a temporary vacancy after 7 days?

Section R)I), A2- Yes, if Engineer B is absent from his turn for more than 7 days, that turn will become open to seniority selection as a temporary vacancy after 7 days. The "days" referenced in R)I) will be measured in 24 hour increments from the time the engineer begins the absence.

Section R)I), Q3- How will engineers that are displaced from a temporary vacancy for any reason be returned to their permanent assignment?

Section R)I), A3- Engineers who are displaced from a temporary vacancy will be returned to their permanent assignment upon taking notification of their displacement. They will not be afforded a 24 hour displacement right, instead they will be returned to the permanent assignment held prior to taking the temporary vacancy when they accept that notification.

Section S, QI- When will engineer permanent vacancies be filled on former ATSF assignments where permanent vacancy fill was previously delayed when the vacancy came open on rest days, holidays, or when the turn was not 5 times out or more?

Section S, A1- Permanent Vacancies for the involved assignments on the former ATSF will be filled immediately when the vacancy comes open.

Section S, Q2- When will a vacation vacancy of 7 days or more be filled as a permanent vacancy if the engineer takes any compensated or non compensated days off directly ahead of the vacation?

Section S, A2- The assignment will be filled on the first day of the scheduled 7 day or more vacation regardless of other days off directly preceding the vacation start. If the vacation is moved to follow rest cycle or is moved to start early up to 72 hours, the assignment will be filled on the day that the 7 day or more vacation actually begins.

Section 2, Q3- Will engineers be permitted to bid to and from turns that are "activated" and immediately be assigned to work the new assignment?

Section 2, A3- Yes, engineers bidding by choice are not restricted due to their being active or the assignment being active.

Section 2, Q4- In what order will permanent vacancies be filled when new turns are added to an individual pool due to mileage regulation and vacated turns (vacations of 7 days or more and when engineers bid off of the turn) at the same time?

Section 2, A4- Turns added for mileage regulation will be filled first and awarded to the senior engineer bidding to that pool and vacated turns will be filled next.

Section S)2), Q5- How will vacations be filled for those engineers who are promoted (bid or forced) while already on vacation?

Section S)2), A5- If an engineer is promoted (bid or forced) to the engineer's quota while on vacation and there are 7 days or more of remaining vacation, the engineer's new permanent assignment will be filled immediately as an engineer vacation of 7 days or more in accordance with Section S)2). The affected engineer will be placed to the engineer's bump board at the expiration of the vacation and will be afforded a 24 hour displacement right at that time.

Section S)2), Side Letter 10, Q6- Will engineers be allowed to return to the specific turn that was held prior to vacation when Side Letter 10, Method 2 has been selected for that location if Section L, Method 2 A and/or B have been selected for the involved pool?

Section S)2), Side Letter 10, A6- No, If Section L, Method 2 A and/or B have been selected for the involved pool, the displacing engineer will be required to displace the junior engineer and will be placed according to Method 2 A and/or B.

Section S)2), Side Letter 10, Q7- Will engineers who are working at a location where Side Letter 10, Method 2 has been selected and Section L Method 1 has been selected for the involved pool

be allowed to choose to displace the junior man in the pool or return to the turn previously held on a displacement by displacement basis?

Section S)2), Side Letter 10, A7-Yes

Section S)2), Side Letter 10, Q8- Will engineers be allowed to elect to return to the rest cycle and/or return to turn held prior to vacation of 7 days or more in advance of the vacation start?

Section S)2), Side Letter 10, A8- Yes, however those pre-selecting and then returned to the rest cycle and/or turn held prior to vacation will be considered to have exercised their displacement unless they are unable to hold the involved board or pool at the end of the vacation and/or the end of rest cycle following vacation. Those unable to hold the involved board or pool will then be given a 24 hour displacement right.

Section S)2), Side Letter 10, Q9- Will engineers who do not elect to return to the rest cycle held prior to vacation of 7 days or more in advance of vacation be allowed to return to that cycle or previously held turn upon return from vacation?

Section S)2), Side Letter 10, A9- Yes, so long as the displacement and election to return to rest cycle or previously held turn is exercised prior to the expiration of the 24 hour displacement.

Section S)2), Side Letter 10, Q10- Will engineers who choose to return to their rest cycle (pre-selection or upon return) be required to observe the rest cycle days upon return.

Section S)2), Side Letter 10, A10- No, they may choose to take the rest cycle days off but are not required to take the days off unless the conditions of the rest cycle agreement require that the rest days be observed.

Section S)2), Side Letter 10, Q 11- Will engineers who choose to return to rest cycle as part of their exercise of displacement after the end of the vacation (no pre-selection) be allowed to observe the remainder of the rest cycle?

Section S)2), Side Letter 10, All- Yes, engineers who place to their previous rest cycle as part of the exercise of displacement after the vacation ends will be given the choice to work or to observe the remainder of the rest cycle and all advance notification requirements to select work or rest are waived.

Section S)2), Side Letter 10, Q12- When will engineers assigned to turns that were filled as permanent vacancies due to vacation of 7 days or more be released with displacement rights?

Section S)2), Side Letter 10, A12- Engineer assigned to permanent vacancies due to vacation of 7 days or more own the new permanent assignment until displaced. If the returning engineer elects to return to the rest cycle held prior to vacation or to the turn held prior to vacation, the engineer being displaced will be released as follows:

A: If the returning engineer elected to return to rest cycle or turn at any time prior to the vacation end, the displaced engineer will be released and given full displacement rights at the time that the vacation ends.

B: If the returning engineer does not pre-select return to rest cycle or turn prior to the end of the vacation, he will be placed to the bump board at the time the vacation ends. If he later places to the rest cycle or turn held prior to vacation, the displaced engineer will be released and given full displacement rights at the time that the returning engineer places.

Section S)2), Side Letter 10, Q13-When will engineers be placed to the bump board if they have pre-selected to move their vacation to follow rest cycle, pre-selected to observe those rest cycle days and are then displaced from that rest cycle after starting the rest cycle but prior to vacation start?

Section S)2), Side Letter 10, A13- If the affected engineer does not take notification of the displacement from the rest cycle during the rest cycle, (prior to the vacation start) he will remain laid off on rest cycle and will be moved to the vacation board at the beginning of the vacation. If the affected engineer has chosen to return to rest cycle following vacation and has elected to observe those rest days, he will be moved to the bump board at the expiration of the rest cycle following vacation. If he does not elect to observe the rest days following vacation, he will be moved to the bump board at the expiration of the vacation. If the affected engineer takes notification of the displacement from the rest cycle during the rest cycle prior to the vacation start, he will be placed to the bump board upon taking notification and will have a 24 hour displacement. However his vacation will still begin at the expiration of the rest cycle that it had been preselected to follow.

Section S), Q14-When will engineers be placed to the bump board if they have a pre-approved lay off request (non LRC) to be off following vacation?

Section S), A14- If the affected engineer has been approved to be off following vacation prior to the vacation start, he will be moved to the bump board at the expiration of the approved layoff. Engineers who return from vacation without a pre approved layoff (non LRC) to follow vacation will be placed to the bump board at the expiration of the vacation and must exercise their displacement rights before subsequently laying off.

Section S), Q15- How will vacations be handled that start prior to the implementation of Article 11, but end after the implementation date?

Section S), A15- Vacations will finish in the same manner that they begin to include application of temporary vacancy rules where applicable.

Section S), Q16- Will former BN agreements that require a minimum tie down or hold down to a particular assignment be modified by Article II?

Section S), A16- Tie down/hold down agreements are not modified by Article 11. However, engineers who begin and end a vacation of 7 days or more while working under a continuous tie down hold down requirement must return to their previous assignment at the expiration of the vacation, to include displacing a senior engineer if necessary, and their displacement rights following vacation will be limited to that exercise of seniority. Engineers whose tie down obligation expires while on vacation of 7 days or more, or who are on a vacation of 7 days or more when a tie down assignment is re-bulletined and awarded, will have full displacement rights to include the right to displace to the re-bulletined tie down assignment if they have sufficient seniority.

Section T, Q1- How will engineers move their vacation to follow rest cycle?

Section T, A1- Engineers desiring to move their vacation to follow their rest cycle must move the vacation start to follow the closest rest cycle as follows. If the vacation begins on days 1, 2 or 3 of a rest cycle the first day of vacation will be the first day following that rest cycle. If the vacation begins on days 1-4 of a work cycle, the vacation will be moved to start on the first day following the preceding rest cycle. If the vacation begins on days 5-7 of the work cycle, it will be moved to start on the first day following the subsequent rest cycle.

Section T, Q2- Will engineers be allowed to move the start of a vacation of 7 days or more up to 72 hours in advance of a vacation start?

Section T, A2- Yes, engineers desiring to start their vacation up to 72 hours in advance may elect to do so. They may also pre-select that option and it will become applicable following any tie up that occurs within the 72 hour window. Those starting their vacation early under this provision will also end their vacation early based upon 24 hours for each day of vacation observed. The permanent vacation once moved will also be filled as a permanent vacancy at the time that it begins. Engineers may not utilize this 72 hour feature and the move to follow rest cycle to move the start of the same vacation period.

Section T, Q3- Will agreements requiring minimum layoff periods be applicable to single day vacations?

Section T, A3- Yes, engineers may return up to 24 hours early when taking one or more single days of vacation, but only if they have satisfied any minimum lay off provisions in affect on their permanent assignment.

Section U, Q1- Where Local Chairmen calculate mileage adjustments, when will the Local Chairmen be required to notify Crew of the appropriate Monday adjustments?

Section U, A1- Pool adjustments due to regulation must be provided to Crew in advance of the calling time for the involved assignments?

Section W, Q1- When will Monday adjustments be made for extra boards that protect multiple call length times?

Section W, A1- Until call times are standardized, Monday adjustments for extra boards that protect multiple call times will be made to coincide with the longest call time that the extra board protects.

THIRTY DAY BUMP RULE

(1996 Memorandum of agreement)

Effective with the implementation of this agreement, an engineer who has been permanently assigned on the same engineer assignment in excess of thirty (30) 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 (30) days, seniority permitting.

FORCE ASSIGNMENT AND RELEASES

2009 Memorandum of Agreement Article 4

The intent of this Article is to create a standardized process for handling the force assignment and release of locomotive engineers:

- a) BNSF will not force assign employees to engineer positions as long as there is an equal or greater number of engineers on the bump board in comparison to the number of vacancies. This will apply for all situations and not just during the Monday morning board adjustment period.
- b) When the number of vacancies becomes disparate or there are more vacancies to fill than the number of engineers on the bump board, only the difference in these numbers of positions will be force assigned in accordance with existing rules.
- c) That portion of Ops 7-05 dated March 15, 2005, referring to the recall of engineers in accordance with the 3 year hold down will be modified by removing any reference to "closest by highway miles" and will be amended to recall those engineers in reverse seniority order regardless of their assigned location at the time.

- d) Force assigned engineers will have 48 hours to report for duty if forced beyond 50 miles from their assigned location, in addition to any mandatory rest under the Hours of Service Law. This does not apply to extra board employees filling a vacancy on an outlying assignment.
- e) Once force assigned to another location, an engineer will be allowed the opportunity to be released under the following conditions:
 - 1) When a junior engineer becomes available at the force assigned location. Additionally, a force assigned engineer will be allowed to be released when a junior engineer becomes available at the location from which forced; however, it will be the responsibility of the engineer to notify Crew Support of the availability of a junior engineer and the request to be released. The exception to this would be if the forced engineer had initially bypassed promotion to the engineer quota at the forced from location.
 - 2) When there are an equal or greater number of engineers on the bump board at the force assigned location in comparison to the number of permanent vacancies available to be force assigned. If the force assigned engineer is senior to anyone on the bump board that cannot hold the engineer quota, he/she may be released prior to the junior employee being allowed to exercise displacement rights.
- f) Notification of a request by the force assigned engineer desiring to be released will be made through the appropriate electronic means as identified by the company.
- g) Except as modified herein, all other rules, agreements, practices, and understandings remain unchanged.

EXERCISE OF SENIORITY FOLLOWING NOTICE OF IMPAIRMENT, ANNULMENT OR ABOLISHMENT OF ASSIGNMENT

In cases where notice of impairment, annulment or abolishment of a yard engineer or fireman's assignment is issued, the affected employe may exercise his seniority displacement rights at any time after the close of work the last day the assignment is scheduled to work before the effective date of such impairment, annulment or abolishment.

For example:

At point "A" notice was issued Thursday, October 6, 1960, of impairment of assignment of yard trick, 8:00 a.m. to 4:00 p.m. off days Saturday and Sunday, effective Monday, October 10th. In this case the incumbent assigned prior to impairment would have been privileged to exercise his seniority at the close of his tour of duty on Friday, October 7th.

Should the notification of impairment, annulment or abolishment of the assignment be cancelled subsequent to the affected employe's exercise of seniority, such assignment will be advertised as a new assignment and, protected in the usual manner during period of advertisement, there being no prohibition against the former incumbent filing bid for such vacancy.

Such handling will not subject the carrier to penalty claims from the former incumbent.

APPENDIX NO. 38

6-DAY ASSIGNMENTS FOR ROAD ENGINEERS ANNULLING ROAD ENGINEERS' ASSIGNMENTS



Excerpts from Letter Agreement General Managers Olson and Stuppi to General Chairman McFather, April 9, 1969, and Letter Agreement, General Managers Briscoe and Stuppi to General Chairman McFather, February 26, 1974:

2. Effective May 1, 1969, no road engineer's assignment will be advertised for less than six (6) days per week unless the mileage is more than 3200 miles per month on the assignment. When a road engineer's assignment is annulled for one day, he will not be permitted to exercise seniority but will be allowed 100 miles. Effective March 1, 1974, the junior engineer who is unable to exercise seniority as such and who is held in the status of an engineer, rather than being permitted to revert to the ranks of a fireman, will be allowed 100 m miles for each day of annulment.

CALLING RULES

CALL AND RELEASE (ARTICLE 10)

(a-1) An engineer who is called and released at his calling place as much as forty-five (45) minutes in advance of the time he is to report for duty will not claim or be paid a call and release.

Calling Time (Letter of Understanding 11/174/1977)

Except where otherwise agreed to, customary calling time will be approximately one and one-half hours prior to the on duty time.

PAY WHEN CALLED AND NOT USED

(a-2) When an engineer is called and reports for duty, but is released before the time for going on duty, he shall be allowed pay for 33 miles for the class of service and engine for which called, and stand first out.

(a-3) If an engineer's call is canceled after the time arrives for him to go on duty, he will be allowed a minimum day at the rate of the service for which called and stand last out. This does not prohibit the holding of an engineer on duty and under pay on a continuous time basis for the protection of later trains if this will not result in a runaround in the terminal.

START TIMES (ROAD) ADVANCED OR SET-BACK

(Letter of Understanding 11/7/1977)

- (1) Engineers assigned to regular runs, except in passenger and road switcher service, will have an assigned starting time which shall be specified in the bulletin covering the assignment. If brought on duty in advance of the time specified in the bulletin, a minimum payment of 100 miles at the rate of the service performed will be allowed separate and apart from all earnings of the regular assignment. If notified in writing before going off duty on previous trip that a bulletin has been posted changing the starting time of the assignment, the assigned starting time will be considered as having been properly changed and no extra payment will be due under this Article. Where the change in starting times is sufficient to require readvertising under the impairment rule the run will be readvertised.

NOTE: This will not preclude carrier placing Engineers on duty as much as three hours (within the same calendar day) in advance of time specified in the assignment bulletin in cases where it is essential to assist or expedite restoration of service in case of an emergency such as storm, washout, wreck, or bridge burned, all within the limits of the crew's assignment. Penalty payment specified in this Article will be waived in the above circumstances.

- (2) Engineers assigned to regular runs, except in passenger and road switcher service, brought on duty subsequent to starting time as specified in the bulletin assignment, will be paid from starting time as specified in bulletin assignment, unless notified at least one hour thirty minutes in advance of the starting time as specified by bulletin assignment that their services will not be required until a specified time, or until called. If so notified and placed on duty more than two (2) hours (within the same calendar day) after their starting time as specified in bulletin, their pay will start two (2) hours after advertised starting time.

NOTE 1: The above paragraph will have no application where Hours-of-Service Law prevents earlier on-duty time than that for which the engineers are called.

NOTE 2: When initial terminal delay is involved, it is computed on basis of time actually placed on duty.

NOTE 3: This will not preclude carrier placing engineers on duty as much as much as three hours (within the same calendar day) after the time specified in the bulletin assignment when an emergency, such as storm, wash out, wreck, or bridge burned, all within the limits of crews assignment, makes it impractical to call the engineer for its regular starting time as specified in the bulletin assignment. In such instances the pay will start at the time the engineer is placed on duty, but not later than three hours after the time specified in the bulletin assignment.

DEADHEAD AND TRAVEL

DEADHEADING (ARTICLE 9)

1986 Deadheading Article VI

Existing rules covering deadheading are revised as follows:

Section 1 - Payment When Deadheading and Service Are Combined

- (a) Deadheading and service may be combined in any manner that traffic conditions require, and when so combined employees shall be paid actual miles or hours on a continuous time basis, with not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.

Section 2 - Payment For Deadheading Separate From Service

When deadheading is paid for separate and apart from service:

- (a) For Present Employees*

A minimum day, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.

- (b) For New Employees**

Compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the employee's home terminal does not begin within 16 hours after completion of deadhead, a minimum of a basic day at such rate will be paid. If deadheading from service at other than the employee's home terminal does not commence within 16 hours of completion of service, a minimum of a basic day at such rate will be paid.

A minimum of a basic day also will be allowed where two separate deadhead trips, the second of which is out of other than the home terminal, are made with no intervening service performed. Non-service payments such as held-away-from-home terminal allowance will count toward the minimum of a basic day provided in this Section 2(b).

* Employees whose seniority in engine or train service precedes November 1, 1985.

** Employees whose earliest seniority date in engine or train service is established on or after November 1, 1985.

Section 3 - Applications

Deadheading will not be paid where not paid under existing rules.

This Article shall become effective July 1, 1986 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

EXAMPLES OF APPLICATION OF DEADHEAD RULE, ARTICLE VI

The following examples illustrate application of the rule to all employees regardless of when their seniority date in engine service was established, except where specifically stated otherwise:

1. What payment would be due an engineer who performed road service from A, the home terminal, to B, the away-from-home terminal, a distance of 170 miles, and deadheaded from B to A, with the service and deadhead combined between A-B-A?

A. A minimum day and 70 over-miles for the service and a minimum day and 70 over-miles for the deadhead.

2. What would be the payment under Question 1 if the distance between A and B were 75 miles?

A. A minimum day and 50 over-miles.

3. What payment would be due an engineer who performed road service from A to B, a distance of 170 miles, taking rest at B, and then being deadheaded separate and apart from service from B to A, with the deadhead consuming 8 hours?

A. A minimum day and 70 over-miles for the service trip from A to B, and a minimum day at the basic rate applicable to the class of service in connection with which the deadheading is performed.

4. What payment would be due an engineer who performed road service from A to B, a distance of 170 miles, taking rest at B, and then deadheading separately from service B to A, with the deadhead being completed in 10 hours?

A. He would be paid a minimum day and 70 over-miles for the service trip from A to B, and 10 hours straight time rate of pay at the basic rate applicable to the class of service in connection with which the deadheading is performed.

5. An engineer operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 170 miles. Upon arrival at the away-from-home terminal, he is ordered to deadhead, separate and apart from service, to the home terminal. The time deadheading is 5 hours. What payment is due?

A. A minimum day plus 70 over-miles for service. A minimum day for deadhead if employees' seniority in engine or train service antedates November 1, 1985; otherwise, 5 hours. #4

6. Would at least a minimum day at the basic rate applicable to the class of service in connection with which the deadheading is performed be paid when a deadhead is separate and apart from service and the actual time consumed is the equivalent of a minimum day or less?

A. Yes, for employees whose seniority in engine or train service antedates November 1, 1985. Actual time will be paid to others.

7. An engineer is called to deadhead from point A to point B, a distance of 50 miles, to operate a train back to point A. He is instructed to combine deadhead and service. Total elapsed time for the deadhead and service is 7 hours, 30 minutes. What payment is due?

A. A minimum day.

8. An engineer is called to deadhead from point A to point B, a distance of 50 miles, to operate 8 train from point B to point C, a distance of 75 miles. He is instructed to combine deadhead and service. Total elapsed time is 10 hours. What payment is due?

A. A minimum day plus 25 over-miles.

9. An engineer operates a train from point A to point B, a distance of 50 miles. He is ordered to deadhead back to point A, service and deadhead combined. Total elapsed time, 8 hours, 30 minutes. What payment is due?

A. A minimum day plus 30 minutes overtime.

10. An engineer operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 275 miles. After rest, he is ordered to deadhead, separate and apart from service, to the home terminal. Time deadheading is 9 hours, 10 minutes. What payment is due?

A. A minimum day plus 175 over-miles for service, 9 hours, 10 minutes straight time for the deadhead.

11. How is an engineer to know whether or not deadheading is combined with service?

A. When deadheading for which called is combined with subsequent service, the engineer should be notified when called. When deadheading is to be combined with prior service, the engineer should be notified before being relieved from service. If not so notified, deadheading and service cannot be combined.

The following examples illustrate the application of the rule to employees whose earliest seniority date in engine or train service is established on or after November 1, 1985:

1. An engineer is called to deadhead from his home terminal to an away-from-home point. He last performed service 30 hours prior to commencing the deadhead trip. The deadhead trip consumed 5 hours and was not combined with the service trip. The service trip out of the away-from-home terminal began within 6 hours from the time the deadhead trip was completed. What payment is due?

A. 5 hours at the straight time rate.

2. What payment would have been made to the engineer in example 1 if the service trip out of the away-from-home terminal had begun 17 hours after the time the deadhead trip ended, and the held-away rule was not applicable?

A. A minimum day for the deadhead.

3. What payment would have been made to the engineer in example 1 if the service trip out of the away-from-home terminal had begun 18 hours after the time the deadhead trip ended, and the engineer received 2 hours pay under the held-away rule?

A. 6 hours at the straight time rate.

4. An engineer is deadheaded to the home terminal after having performed service into the away-from-home terminal. The deadhead trip, which consumed 5 hours and was not combined with the service trip, commenced 8 hours after the service trip ended. What payment is due?

A. 5 hours at the straight time rate.

5. What payment would have been made to the engineer in example 4 if the deadhead trip had begun 18 hours after the service trip ended and the held-away rule was not applicable?

A. A minimum day for the deadhead.

6. What payment would have been made to the engineer in example 4 if the deadhead trip had begun 18 hours after the time the service trip ended and the engineer received 2 hours pay under the held-away rule?

A. 6 hours at the straight time rate.

7. An engineer is deadheaded from the home terminal to an away-from-home location. Ten (10) hours after completion of the trip, he is deadheaded to the home terminal without having performed service. The deadhead trips each consumed two hours. What payment is due?

A. A minimum day for the combined deadhead trips.

* NOTE: The amount of over-miles shown in the examples are on the basis of a 100 mile day. The number of over-miles will be reduced in accordance with the application of Article IV, Section 2, of this Agreement.

1986 National Agreement Informal Disputes Committee Issue No. 11:

Is the Carrier allowed under Article VI to combine deadheading with an hourly component job such as yard service at an outlying point?

(Discussion retained but not reproduced)

The Answer to Issue No. 11: Yes.

Issue No. 12:

Does a runaround occur when deadheading and service are combined out of the away-from-home terminal and there are rested and available engineers at such terminal?

(Discussion retained but not reproduced)

Answer to Issue No. 12: No.

DEADHEAD PAY

(1996 Memorandum of Agreement)

Effective with the implementation of this agreement, Article VI, Section 2(a) of the May 19, 1986 BLE National Agreement is revised to have the effect set forth immediately below. For each engineer holding seniority in engine or train service prior to November 1, 1985, who deadheads in connection with road service, pay for deadheading as an engineer separate and apart from service shall be a minimum of a basic day at the rate applicable to the class of service in connection with which the deadheading is performed; unless actual time consumed is greater, in which case it will be allowed instead, plus 50 cents per mile for all miles in excess of the basic day.

Note: For example, a pre-November 1, 1985 engineer who deadheads on a district of 200 miles in 10 hours shall be allowed a basic day (currently 130 miles), two hours at straight time for the time in excess of 8 hours (32.5 miles) and 37.5 overmiles at 50 cents per overmile (130 miles + 32.5 miles + 37.5 miles = 200 miles).

AUTO MILEAGE ALLOWANCE

(Letter of Understanding 11/17/1977)

When an engineer is authorized to use his own automobile for deadheading, he shall be allowed the same rate per mile generally allowed other employees for use of his private automobile for the highway mileage traveled, station to station.

DISCIPLINE AND INVESTIGATIONS (ARTICLE 29)

INVESTIGATIONS, SUSPENSIONS AND DISMISSALS

(a) No engineer shall be suspended or dismissed from the service without first having a formal investigation, if desired, and his guilt established, except such as serious collision or intoxication.

(b) There shall be a board of inquiry composed of the Superintendent or his representative and a Mechanical Department representative; also, the engineer whose case is being investigated will, if he so desires, be represented on the board by an employe of his choice. Such board shall investigate the charges made. The right of appeal from local to general officers will be granted.

(c) If any witness remains present at any investigation, any other witness or witnesses desiring to do so may also remain present at such investigation.

(d) Where it is clear to the Superintendent or Trainmaster that an investigation is not necessary, and that certain discipline is necessary, same can be applied without formal investigation. However, in all such cases, the engineer who is disciplined should be advised in writing, stating that certain discipline has been applied, etc., and an acknowledgment should be required; that is, that he should acknowledge receipt of the notice. If the engineer fails to acknowledge receipt, he should be forced to do so. If the engineer, instead of accepting this discipline, should want an investigation, he should so state in writing in acknowledging receipt and then an investigation may be held according to the terms of this agreement.

(e) Investigations will be held promptly, but in any event not later than thirty (30) days from the date the Carrier has knowledge of the incident to be investigated, except when the engineer, his representative or a witness is unable to attend the investigation because of illness or injury, or the engineer involved is in custody. The investigation may be deferred until such time as the accused, his representative or the witness is able to attend.

In cases involving theft or immoral conduct the time limitation of this rule shall not apply.

The right of the Company to reinstate on a leniency basis, and restore the seniority of an engineer who has been dismissed is recognized; provided such right is exercised within six (6) months from date of dismissal. The General Chairman will be notified when engineers are so reinstated.

(f) The following shall govern for engineers required by the Company to attend formal investigations:

- (1) Except as provided in Item (3) hereof, such employees disciplined shall not be compensated for attending investigations unless discipline is found to be unjust and canceled.
- (2) Such employees not disciplined and who are required by the Company to deadhead to or from the point where an investigation is held, will be compensated for loss of earnings or for deadheading, whichever is the greater.
- (3) Employees disciplined by reprimand or demerit marks only, and who are required to deadhead to or from the place where the investigation is held, shall be compensated for the actual miles so deadheaded at the applicable deadhead rate.
- (4) Loss of earnings as provided in Item (2) shall be determined on the following bases:
 - (a) If assigned to regular runs or tricks, lost earnings shall be the earnings of their assignment on days not permitted to work thereon.
 - (b) When both members of a chain gang or pool crew are required to attend a formal investigation, and their turn becomes first out and is due to depart while they are not available, the crew shall be marked at the bottom of the board and the following crew used. If the crew held for investigation becomes available and is called for service before the crew used in its stead returns, lost earnings shall be the equivalent of the payment for the initial one-way trip made by the substitute crew; if the substitute crew returns to the terminal before the crew held for the investigation has been called for service, lost earnings shall be equivalent to the earnings of the substitute crew.
 - (c) If only one member of a chain gang or pool crew is required to attend a formal investigation, and the turn is ordered, it will be run in its turn; member of the crew held shall be paid the earnings of the turn.
 - (d) Engineers assigned to the road extra board, required to attend a formal investigation and who become first out and due to be called during the time they are held for the investigation, shall be marked at the foot of the extra board and paid a minimum day at the minimum freight or passenger rate for the division, according to whether assigned to freight or passenger extra board, for each calendar day or portion thereof held for investigation. Extra yard engineers required to attend a formal investigation and who become first out and due to be called during the time they are held for the investigation shall be marked at the foot of the extra board and paid a minimum day at the engineer's rate according to the last previous yard service performed, for each calendar day or portion thereof held for investigation.
 - (e) Employees eligible for emergency service in higher grades shall not be available therefor while attending investigations or awaiting return of their turn, and lost earnings shall be calculated solely as provided herein.

(From Memoranda of Agreement dated July 19, 1949, and November 17, 1959.)

DISCIPLINE – HANDLING OF APPEALS

In the handling of appeals involving discipline matters, the following shall govern:

1.

(a) When discipline has been assessed as a result of a formal. Investigation and the decision as rendered by the Company is not satisfactory to the employe, an appeal may be taken from that decision. The affected employe or his representative must make the appeal in writing to the Superintendent, within sixty (60) days from the date of advice of the assessment of discipline to the employe.

(b) If the appeal is to be denied by the Superintendent, he must within thirty (30) days from date of such appeal, notify the employe and his representative, in writing, the appeal is denied.

(c) If the decision is not satisfactory to the affected employe or his representative, a request for conference may be initiated within thirty (30) days from the date of the decision of the Superintendent or appeal the claim within sixty (60) days to the General Manager who is the Carrier's highest officer of appeal for cases involving discipline.

(d) When a conference is held with the Superintendent, the sixty (60) day period for appeal to the General Manager will start running as of the date the Superintendent advises the employe and his representative in writing, the result of the conference.

2. If the appeal is to be denied by the General Manager, he must notify the General Chairman, in writing, within sixty (60) days of the date of the appeal, giving the reasons for such declination.

3. Decision by the General Manager shall be final and binding unless within eighteen (18) months from the date of said officer's written decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the employe or his duly authorized representative and such officer is so notified. It is understood, however, that the parties may, by agreement, in any particular case, extend the eighteen (18) month period herein referred to.

4. If the decision of the General Manager is not satisfactory, the General Chairman must request a conference with respect to the specific claim within the eighteen (18) month period referred to in paragraph 3. If the General Chairman requests in writing a conference within sixty (60) days of the date of the written decision of the General Manager, the eighteen (18) month period shall not commence until the date of the written decision of the General Manager following such conferences.

5. With respect to appeals involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

6. If there is a failure to comply with the time limit provisions of this agreement by either party, the matter shall be considered closed, and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of either party for the handling of other similar discipline cases.

7. This agreement will not apply to requests for reinstatement on a leniency basis.

8. This agreement shall supersede all prior agreements, understandings or practices with respect to progression of claims and/or appeals involving matters of discipline.

This agreement will become effective May 1, 1977 and shall remain in effect subject to change under provisions of the Railway Labor Act, as amended.

DISCIPLINE - COMPUTATION OF PAY FOR TIME LOST

In consonance with awards on this property interpreting computation of pay for time lost in discipline cases, the following will govern:

1. The earnings of the claimant for 12 months prior to removal from service will be compared to the average earnings of two employes immediately below claimant on seniority roster for the same 12-month period to arrive at an earnings ratio.

2. If either of the two junior employes had no earnings during any of the 12 months, that month(s) will be disregarded for both junior employes and sufficient prior months will be used to arrive at a total of 12 months, if possible.

3. The ratio of claimant's earnings to average earnings of the two junior employes during the 12 months will be used to compute "time lost" by applying this ratio to average earnings of the two junior employes during period in which "time lost" is to be allowed.

Example: If claimant's earnings during preceding 12 months was \$35,000 and average earnings of two junior employes was \$35,775, the ratio would be 97.83%. Applying 97.83% to average earnings (\$45,300, for example) of two junior employes during "time lost" period, claimant would be allowed \$44,316.99 for "time lost." If, however, claimant had earnings of \$38,000 during preceding 12 months, the ratio in above example would be 106.22% and "time lost" would amount to \$48,117.66 rather than \$44,316.99.

4. The foregoing is not applicable to employes who were medically unable to perform service during the period in which "time lost" is to be computed.

EFFICIENCY TESTS (ARTICLE 18)

(d) We recognize the necessity of making efficiency tests, but when such tests are made they should not be conducted under conditions that are hazardous to employees.

ENHANCED CUSTOMER SERVICE

(Article IX, 1996 National Agreement)

Article IX - Special Relief, Customer Service - Yard Crews of the 1991 National Implementing Document is amended to read as follows and furthermore shall be applicable to all carriers party to this Agreement:

Section 1

- (a) When an individual carrier has a customer request for particularized handling that would provide more efficient service, or can show a need for relaxation of certain specific work rules to attract or retain a customer, such service may be instituted on an experimental basis for a six-month period.
- (b) Prior to implementing such service, the carrier will extend seven (7) days advance notice where practicable but in no event less than forty-eight (48) hours' advance notice to the General Chairman of the employees involved. Such notice will include an explanation of the need to provide the service, a description of the service, and a description of the work rules that may require relaxation for implementation. Relaxation of work rules that may be required under this Article shall be limited to: starting times, yard limits, calling rules, on/off duty points, seniority boundaries, and class of service restrictions.
- (c) A Joint Committee, comprised of an equal number of carrier representatives and organization representatives, shall determine whether a need exists, as provided in paragraph (a), to provide the service. If the Joint Committee has not made its determination by the end of the advance notice period referenced in paragraph (b), it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a six-month period. If, after the six-months has expired, the organization members of the Joint Committee continue to object, the matter shall be referred to arbitration.
- (d) If the parties are unable to agree upon an arbitrator within seven days of the date of the request for arbitration, either party may request the National Mediation Board to provide a list of five potential arbitrators, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip

unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be borne equally by the parties.

- (e) The determination of the arbitrator shall be limited to whether the carrier has shown a bona fide need to provide the service requested or can provide the service without a special exception to existing work rules being made at a comparable cost to the carrier. If the arbitrator determines that this standard has not been met, the arbitrator shall have the discretion to award compensation for all wages and benefits lost by an employee as a result of the carrier's implementation of its proposal.

Section 2

This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier.

ENHANCED CUSTOMER SERVICE Q&A

Q-1: What is the intent of the parties with respect to the provision in paragraph (b) which states "..., the Carrier will extend seven (7) days advance notice where practicable but in no event less than forty-eight (48) hours advance notice..."?

A-1: The intent was for the Carriers to routinely give as much advance notice as possible to the involved BLE General Chairmen(s) prior to implementation of the proposed service under paragraph (a).

Q-2: Should the Carrier notify the General Chairmen(s) in writing when and where it intends to establish such service and identify the involved customer?

A-2: Yes, and such notification should include the specific rule(s) where relief or relaxation is requested.

Q-3: What will prevent the Carrier from routinely furnishing the minimum notice under the rule, i.e., 48 hours, prior to implementing the desired service?

A-3: The intent was for the Carriers to routinely give as much advance notice as possible to the involved BLE General Chairmen(s) prior to implementation of the proposed service under paragraph (a).

Q-4: Is it the intent of the parties that the Joint Committee referred to in paragraph (c) will be established and meet at the location where the proposed service is to be implemented?

A-4: The Committee will confer by whatever means are appropriate and practical to the circumstances, including telephonically.

Q-5: Can the Carrier require a yard crew from one seniority district to meet the service requirements of a customer if such customer is located in road territory in another seniority district on that Carrier within the combination road-yard service zone?

A-5: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.

Q-6: Does this rule permit the use of road crews to perform customer service within switching limits?

A-6: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.

Q-7: Can the Carrier be considered a customer in the application of this rule?

A-7: The word "customer", as used in paragraph (a), was not meant to apply to the Carrier.

Q-8: Is there any limitation as to the number of miles a yard crew may be required to travel in road territory in order to provide the customer service contemplated by this rule?

A-8: Yes. Yard crews are limited to the minimum number of miles necessary to accomplish the service consistent with the spirit and intent of the parties.

Q-9: Where customer service can be accomplished by a road crew, is the Carrier within the intent of the rule to establish the use of a yard crew to perform this work?

A-9: The Carrier's use of yard crews must meet the requirements of the rule.

Q-10: Does this Article IX supersede the Road/Yard Service zone established under Article VIII, Section 2(a)(iii) of the May 19, 1986 National Agreement or the agreed upon interpretations pertaining thereto?

A-10: No, this Article amends Article IX – Special Relief, Customer Service - Yard Crews of the BLE Implementing Document of November 7, 1991.

Q-11: Does Article IX contemplate the use of yard crews from one seniority district or Carrier to perform service for a customer which is located on the line of another Carrier?

A-11: It is not the intent of the rule to permit yard crews from one Carrier to substitute for yard crews of another unrelated Carrier.

Q-12: Are any employee protective provisions applicable to employees adversely affected by the institution of service under Article IX?

A-12: As set forth in paragraph (e).

Q-13: Does Article IX contemplate the establishment of split-shifts in yard service?

A-13: No.

Q-14: Paragraph (e) requires that the Carrier show a "bona fide" need for the rule relief requested or that it cannot provide the service at a "Comparable Cost" under the existing rules. Will the Carriers burden of proof in this regard be met simply by showing that the customer service can be accomplished at a reduced cost?

A-14: No, a carrier will also have to demonstrate compliance with Section 1(a).

Q-15: If a yard crew is providing particularized service to a customer under this rule, may the Carrier properly require the yard crew to provide service to other industries located in the area or along the line?

A-15: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.

Q-16: May the Carrier use a road crew to provide service to a customer within the switching limits of a terminal?

A-16: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.

Q-17: Will a yard crew used in accordance with this Article have its work confined solely to meet the specific service requirements?

A-17: The carrier's rights under this Article are limited to certain identified rules under defined circumstances, provided that the carrier has complied with all applicable requirements set forth therein. Any carrier proposal under this Article which, in the opinion of the BLE President, is egregiously inconsistent with the intent of the rule will not be implemented without conference between the BLE President and the NCCC Chairman.

Q-18: Can Employees of a Carrier who may be restricted by physical disabilities or for disciplinary reasons from performing road service on that Carrier be used to perform such service under this Article?

A-18: No.

Q-19: If a carrier fails to comply with the provisions of Article IX, what remedy is available to employees adversely affected by the carrier's implementation of its proposal?

A-19: The arbitrator is authorized to fashion a remedy appropriate to the circumstances under Section 1(e).

EXTRA BOARDS AND EXTRA SERVICE

GUARANTEED EXTRA BOARD

(1990 Memorandum of Agreement)

Any agreement rules or understandings which provide for guaranteed ROAD/YARD extra boards for engineers are abrogated. The following will apply in lieu thereof and will also be applicable where no such agreements are in effect.

- (1) The Carrier shall have the right to establish guaranteed ROAD/YARD extra boards for engineers. Engineers on such boards must be qualified to work in both road and yard service and shall work road and yard jobs that may be available to them. When there is more than one engineer on a board, they shall work first-in, first-out.
- (2) Guaranteed ROAD/YARD extra boards may be increased and/or decreased at the discretion of the Carrier and the Carrier shall have the unilateral right to regulate the number of engineers on the boards. Assignments to the boards shall be made effective at 0001 and reductions shall be made effective at 2359, except in an emergency or a work stoppage. In an emergency or a work stoppage, reductions may be made effective at any time.
- (3) Engineers who desire to be placed on a guaranteed ROAD/YARD extra board shall file a standing bid with the Carrier's designated representative and assignments shall be made on the basis of seniority and qualifications.
- (4) Each engineer on a ROAD/YARD extra board established under this Agreement shall be guaranteed \$2500.00 for each pay period, except an engineer on a board less than a full payroll period, i.e., 1-15 or 16 to end of month, shall be guaranteed \$166.67 for each full calendar day he is on the board and available for service. For each calendar day or portion thereof that an engineer is not available for service, \$166.67 shall be deducted from the guarantee.
- (5) Except as provided in (a) through (e) herein below, all monetary allowances credited to an engineer for the calendar days he is on the extra board whether for service performed or otherwise, shall be taken into account in computing the guarantee:
 - (a) The monetary allowance for attending mandatory instruction and review classes on the Rules, Operating Department.

- (b) The monetary allowance for attending retraining classes.
 - (c) The allowance for certified engineer instructor.
 - (d) Allowances for work performed outside the craft of locomotive engineer.
 - (e) Penalty payments, shall not be counted toward the guarantee.
- (6) An engineer on a board who lays off shall lay off for a minimum of 12 hours. This shall not preclude his use, however, if he is available and his services are needed due to a shortage of engineers before the minimum time expires. An engineer who lays off more than twice in a pay period forfeits the guarantee and shall only receive pay for work performed in that pay period. Missing a call for service or calling for rest with less than 10 hours on duty under the Hours of Service law shall be considered the same as laying off under the guarantee provisions of this Agreement. When an engineer misses a call, the engineer will not be placed on the board until he reports for duty, at which time the engineer will be placed to the bottom of the board. Engineers who have tied up for rest, in accordance with that rule, will remain on the board. Layoffs for jury duty, bereavement leave, or lay-offs by officers or committeemen laying off for union business will not be counted a "lay-off" toward forfeiture of guarantee in that pay period. If the engineer lays off in advance of that necessary and/or does not report for service after complete or temporary release from jury duty, such time will be considered as a "lay-off" against the two toward forfeiture of guarantee. An engineer laying off for jury duty will not be subject to the minimum lay off of 12 hours.
- (7) The Carrier will furnish separate ten days advance notice for each board it intends to establish.
- (8) If the Carrier cuts all engineers off of a guaranteed board, that board will not be considered as abolished.
- (9) Either party may abolish a guaranteed extra board by serving a 6-month written notice. If a guaranteed extra board is abolished it may be reinstated at the end of a six month period, calculated from date of abolishment, unless mutually agreed to an earlier reinstatement date.
- (10) A BLE local chairman may request periodic review of a guaranteed extra board to ascertain the amount of service provided by said extra board as well as the amount of guaranteed days paid. Carrier will consider this data in determining that a reasonable number are assigned to the board, taking into consideration the number of assignments to be protected for all causes known and unknown. This Agreement shall become effective

12:01 a.m., January 1, 1990, and shall remain in effect subject to the provisions of the Railway Labor Act, as amended.

Amended by 1996 MOA

Effective with the implementation of this agreement, Article IX - Guaranteed Extra Board, Section (b), of the January 1, 1990 agreement between the BLE and ATSF 1990 is abrogated and replaced by the following:

Post October 31, 1985 new hire engineers will not have their guarantee reduced by the percentage applicable to engineers' earnings in Article IV, Section 6 of the May 19, 1986 Arbitrated National Agreement.

Effective December 1, 1995, the guarantee amount provided for in Section (4) of "Attachment C" in the January 1, 1990 agreement between the BLE and ATSF of \$2500 for each pay period, the guarantee amount for less than a full payroll period, i.e., 1-15 or 16 to end month, of \$166.67 for each full calendar day on the board and available for service, and the deduction from guarantee amount of \$166.67 per calendar day or portion thereof that an engineer is not available for service are subject to general wage increases and cost-of-living adjustments.

Effective with the implementation of this agreement, the guarantee deduction method for being off of the guaranteed extra board as described in Section 4 of "Attachment C" of the January 1, 1990 agreement between the BLE and ATSF will be made based on the following distribution:

Monday	85% of daily guarantee rate
Tuesday	85% of daily guarantee rate
Wednesday	85% of daily guarantee rate
Thursday	85% of daily guarantee rate
Friday	115% of daily guarantee rate
Saturday	115% of daily guarantee rate
Sunday	115% of daily guarantee rate

USING A POST OCTOBER 31, 1985 ENGINEER IN EMERGENCY SERVICE

(Article 13, 1996 Memorandum of Agreement)

When there is no rested, available engineer working in engine service on a seniority district and it is necessary to use a post October 31, 1985 engineer currently working in ground service as an emergency engineer, the employee so used will be paid the greater of what he earns as an engineer or what he would have earned had he remained in ground service and the senior engineer on the seniority district with a standing bid on file for the engineers' guaranteed extra board will be paid the greater of the earnings of the assignment or a minimum of one guarantee day at the current guarantee board rate of pay. If the employee so used is also the senior engineer with a standing bid on file for the engineers' guaranteed extra board, he will be paid one guarantee day in addition to all other earnings.

PROTECTING EMERGENCY SERVICE

(Letter of Understanding 5/18/1973)

An employe who is entitled to and does make written request to protect emergency service and cannot be contacted for use as an emergency engineer three times within a 30 - day spread will have his request destroyed and that employe will be unable to reinstate his request for a period of six months.

We also understood that this would not preclude that particular individual's utilization as an emergency engineer under the provisions of Sections (b), (c), (d) or (e) of Section 4 of the same Agreement.

We also discussed that any employe who has request on file and is contacted must respond to the call and will not be able to select the emergency service to be protected

FILLING ENGINEER VACANCIES

(Letter of Understanding 11/9/1977)

IT IS AGREED:

- (1) On territories where Combined Freight Board is in effect, standing bids for the Board will be honored in an attempt to keep the Board filled, and vacancies in other than pool freight service shall be protected as stipulated in the individual Combined Board Agreements.
- (2) On territories where Combined Boards are not in existence, standing bids will be honored for pool freight turns in an attempt to keep such pools filled. When a road vacancy in other than pool freight service occurs which cannot be protected by an extra board

engineer, the junior available engineer on the pool freight board shall protect the vacancy until -

(a) he is relieved by an available extra board engineer.

(b) the vacancy ceases to exist;

(c) the layover day of the assignment; or

(d) he has protected the vacancy for a period of seven days, whichever comes first.

Upon being released from the vacancy for any of the reasons stated above, the pool freight engineer may return to the pool freight board, where he will be marked to the bottom of the board, unless he makes written request to be marked up first-out and available for a trip in through-freight service after becoming full rested under the Hours of Service Law.

NOTE: The engineer standing to make a trip in pool freight service following release from protecting other than pool freight service will not be called for other than pool freight service again until he has made a trip in pool freight service and returned to the terminal, provided there is no other engineer available to protect the vacancy in other than pool freight service. Should there be more than one engineer marked up to make a trip in pool freight service in accordance with their written requests, they will be marked up in the same order in which they arrived at the terminal.

Under Section (2)(a) hereof, the pool freight engineer shall be paid for the deadhead trip to the vacancy but not the return. The extra board engineer shall receive pay for the return trip but shall not be paid for the deadhead trip to relieve the pool freight engineer.

Under Section (2)(b) hereof, he pool freight engineer shall receive pay for deadhead to and from the vacancy.

Under Sections (2)(c) and (d) hereof, the pool freight engineer initially going to the vacancy shall receive pay for deadhead the vacancy only. The engineer who completes the vacancy shall be paid for the return deadhead trip only.

(3) Mileage made by pool freight engineers in connection with protecting vacancies in other than pool freight service shall not be counted in regulating pool freight boards.

(4) If there is more than one pool freight board at a terminal, the junior available engineer in the pool that protects the district on which the vacancy occurs will be considered "the junior available engineer on the pool freight board" as referred to in Section (2) hereof.

(5) If a particular freight pool is depleted when an engineer is needed from that pool, the junior available pool freight engineer on that seniority district who is in the terminal shall be used.

(6) An engineer who is not available for call when he stands to protect other than pool freight service or who lays off while protecting other than pool freight service at an outside point will not be marked up on the board until the engineer who protects such service returns to the home terminal, at which time he will be marked up at the foot of the board after the engineer who protects the service is marked up; however, if the call referred to in the foregoing is to protect service at an outside point, the engineer who does not protect his turn may, if he so desires, relieve the engineer who protects the service but shall not receive deadhead pay for either the trip to or from the outside point.


(7) Yard engineer vacancies that cannot be filled from the yard extra board shall be filled in the order of precedence shown below, by

- (a) the senior available assigned yard engineer with written request on file to work on his off-day and on any other day on which he has at least eight hours to work under the Hours of Service Law.
- (b) the junior available yard extra board engineer on his off-day;
- (c) the junior available assigned ,yard engineer on his Off-day;
- (d) the junior available assigned yard engineer with at least eight hours to work under the Hours of Service Law, or
- (e) the road freight extra board

before resorting to the use of a pool freight engineer.

(8) This Agreement signed at Amarillo, Texas, on November 9, 1977, shall be placed into effect at 0001 on December 1, 1977, or as soon as possible after its receipt by those who are responsible for the handling of engine service employes at the various home terminals. This Agreement shall continue in effect until changed by mutual agreement or automatically terminated by either party serving ten days' written notice of the desire to cancel.

Referring to the Memorandum of Agreement signed at Amarillo on November 9, 1977, regarding the method of protecting engineer vacancies when there are more engineer assignments than there are available engineers:

The following interpretations are agreed to and become an integral part of the Memorandum of Agreement, subject to Section (S), thereof 

1. The Memorandum of Agreement is activated only when there are no available demoted engineers to be assigned to engineer vacancies on which no bids are received or to fill temporary vacancies which cannot be filled from the extra board.
2. When a pool freight engineer is released from a vacancy in other than pool freight service and makes a request to be marked up first-out for a trip in pool freight service upon becoming full - rested under Section (2) of the Memorandum of Agreement, the request must be filed in writing with the proper authority at the time the engineer reports to the terminal, and the carrier shall not be held liable for any claims for runarounds or so-called mishandling that might result from complying with such written request.
3. The Memorandum of Agreement dated November 9, 1977, supersedes the Memorandum of Agreement dated May 27, 1977, which applied only to the western Lines, except Northern and Southern Divisions.

FREIGHT AND MISCELLANEOUS SERVICE (ARTICLE 3)

BASIC DAY – FREIGHT AND MISCELLANEOUS SERVICE

(a-1) Rates for engineers in through and freight, pusher, helper, mine run or roustabout, work, wreck, construction, snow plow, circus trains, trains established for the exclusive purpose of handling milk, and all other unclassified service shall be as follows:

*Mileage rates apply only to miles run in excess of 100.

(a-2) The term "helper" as used herein will be understood to mean the second man employed on locomotives other than steam power.

(b) In all classes of service covered by Paragraph (a-1) of this Article 3, except circus trains, 100 miles or less eight hours or less (straight-away or turn-around) shall constitute a day's work; miles in excess of miles required for a minimum day will be paid for at the mileage rates provided.

1990 MOA Article VI – Section I Basic Day

(a) The miles encompassed in the basic day in through freight service and the divisor used to determine when overtime begins will be changed effective January 1, 1990 to 120 miles and 15 miles per hour respectively.

(b) The 3200-3800 mile regulating factor for pools in unassigned freight service will be changed to correspond with changes in the basic day. In accordance with paragraph (a) above, pool freight boards will be regulated between 3,840 and 4,560 miles effective January 1, 1990. The BLE local chairman and local management may agree to regulate the pools as close to 4200 miles as possible. Mileage will be checked at ten-day intervals or pools may be regulated once a week based on miles made in the last ten days, multiplied by three. Pools on two ended, variable calling interdivisional runs may be regulated every two weeks to avoid adverse fluctuations.

(c) The personal mileage limitation for engineers in various schedules is eliminated. An engineer who accumulates 4,200 miles in his assigned checking period will be allowed to lay off on miles.

NOTE: This does not affect other lay off rules: i.e. when verbal authority is obtained, engineers will be permitted to lay off due to illness of themselves or their immediate family. Engineers will also be permitted to lay off for personal business when the exigencies of the services will permit and verbal authority is received.

Effective with the implementation of this agreement, the basic day mileage for through freight engineers (including deadhead) shall be 130 miles until otherwise changed by a future agreement between the parties. (1996 MOA)

It is recognized by the parties that the subsequent change in the basic day to 130-miles resulted in a change in the mileage regulating factors. Pool freight boards are to be regulated between 4160 and 4940 miles.

OVERTIME – FREIGHT AND MISCELLANEOUS SERVICE

(c) On runs of 100 miles or less overtime will begin at the expiration of eight hours. On runs of over 100 miles overtime will begin when the time on duty exceeds the miles run by 12-1/2. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate.

It is recognized by the parties that the subsequent change in the basic day to 130-miles resulted in a change in the overtime factors. On through freight runs of 130 miles or less overtime will begin at the expiration of eight hours. On through freight runs of over 130 miles overtime will begin when the time on duty exceeds the miles run by 16.25.

LOCAL FREIGHT CONVERSION RULE

1. Crews in all classes of road service who, between departure at initial terminal and arrival at final terminal, are required to perform work as specified in the following items will be paid not less than the local rate applicable to the division on which the service is rendered; provided that service at an intermediate point for which payment is made under the provisions of the May 7th, 1937 Switching Agreement and Supplements thereto, will be excluded from count or consideration in determining application of the local rate:
2. On any district where service as of the effective date hereof is performed by crews assigned under Article 2 of the respective Conductors' and Trainmen's Agreements, the applicable rate for Conductors and Trainmen for additional service under Section 1 hereof shall be the Article 3 rate for the Division so long as service is continued under Article 2; if the Article 2 assignment is discontinued, thereafter the first crew performing service on the district requiring payment under the provisions of Section 1 on any day shall be paid the Article 2 rate and any others performing service requiring payment under Section 1 on the same day will be paid the Article 3 rate.
3. Exceptions to Section 1:

(1) The provisions of Items b and c are not applicable to crews engaged exclusively in work train service when performing station switching or picking up and/or setting out when such work is in connection with work train service; nor do the provisions of Item d apply to crews engaged exclusively in work train service.

(2) Company material or Harvey supplies on passenger trains will not be considered as L.C.L. shipment as referred to in Section 1-a.

(3) The provisions of Section 1-c will not apply to crews engaged exclusively in passenger service.

Examples of the Application of Section 1-a

1. Crews handling trains, excepting trains performing exclusive work train service, if required to stop en route to load and/or unload commercial L.C.L. shipments of any and all descriptions, will be considered as coming within the provisions of Section 1-a.

2. Crews engaged in exclusive work train service, if required to stop and load and/or unload commercial L.C.L. shipments other than those for use by gangs engaged in maintenance or construction work will be considered as coming under the provisions of Section 1-a.

3. Crews engaged in exclusive work train service, if required to stop and load and/or unload L.C.L. shipments consisting of company material or merchandise for use by gangs engaged in maintenance or construction work, will not come within the provisions of Section 1-a.

Examples of the Application of Sections 1-b and 1-c.

1. Crew arriving at station, having no cars to pick up or set out is required to take its engine and move and spot cars already at such station; such work shall be considered station switching, except that moving or spotting one car without changing the relative position of cars will not be counted as station switching but as one pick-up or set-out under Section 1-c.

2. Crew has one or more cars to set out, say at the house; in order to set out car or cars at the house, it is necessary to place it or them behind cars already on house track or to pull one or more cars off the house track and place them on some other track. This is station switching under Section 1-b, inasmuch as it is necessary to make a switch in order to place the car or cars.

3. Train arrives at a station with cars to set out. The fact that such cars may be in two or more places in the train on arrival is not to be considered as station switching. Of course, the time setting them out would come under the 1'45" rule but would not be considered station switching simply because the cars to be set out were in more than one place in the train.

4. Crew has one or more cars to pick up; the car to be picked up is behind one or more cars; in order to make the pick-up, it is necessary to make a switch and set the cars that were standing

ahead of the car that had to be picked up, or spotted back where they were placed or put them on another track. This move would be considered station switching under Section 1-b.

5. Crews arriving at points with one or more cars to set out, say on track No. 2, find a car spotted on track No. 2 which they have instructions to shove back to the lower end of track No. 2, then pull ahead and spot the car they are to set out at a certain point on track No. 2; this is done. This is not station switching but is a straight shove which would come under Section 1-c.

6. Crews having one or more cars to set out, say at the house, find several cars on the house track which they are required to shove back, then cut a crossing and pull ahead in order to spot the cars to be set out. This is not station switching but would come under Section 1

7. Crews required to pick up and/or set out cars at say, Strong City, and to pick up and/or set out at Cottonwood Falls; this would be counted picking up and setting out at two points, notwithstanding the fact that these points are within the same switching limits, and will come under Section 1-c.

8. Crews required to stop, as in the case in the Kansas City Terminal, at 5th Street, while another crew (either yard or road crew) places additional cars in the train; this will be regarded as a pick-up at one point and will come under Section 1-c; the same is also true when the reverse move is made; that is, when the crew is stopped to make set-out.

9. Two or more cars set out on or picked up from different tracks first out, at one point, do not constitute station switching, but in the aggregate as pick-up and/or set-out at one point under Section 1-c.

The foregoing constitutes an agreement between The Atchison, Topeka and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brotherhood of Railroad Trainmen, to become effective July 1, 1940, and to continue in effect for one year and thereafter until thirty (30) days' written notice is served by either party on the other of a desire to revise or cancel.

(Signatures not reproduced. Signed by General Chairmen Kowalski, Collins, Keiser and Gross and General Managers Lautz and Gillies.)

LOCAL DIFFERENTIAL

(d) For local or way freight service, 56 cents per 100 miles or less for engineers shall be added to the through freight rates; miles over 100 to be paid for pro rata.

FIRST-IN FIRST-OUT

(g) Freight engineers in unassigned service will run first in, first out of terminals on their assigned districts, except as provided in Paragraph (h) of this Article 3. The arrival time at a designated point at individual terminals, as may be agreed to locally, will govern their mark-up time on the board at such terminals. The second sentence of this rule not to apply to engineers protecting temporary work trains performing work train service both inside and outside of switching limits at the terminal.

FREIGHT TURNAROUNDS

(h) Engineers in pool or irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day, provided (1) that the mileage of all the trips does not exceed 100 miles, (2) that the distance run from the terminal to the turning point does not exceed 25 miles, and (3) that engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day subject to the first in first out rule.

1982 Memorandum of Agreement

SHORT TURNAROUNDS AT AWAY-FROM-HOME-TERMINAL

(1) When a pool freight engineer is to be used at the away-from-home terminal for other-than-through-freight service, including any turnaround service or relief of engineers tied up under the Hours of Service Law, the first-out engineer will be used and upon being released from the other service, will be marked up first-out for through-freight service.

(2) When an engineer is used in other-than-through-freight service as set out above, he will not be used again for such service before he makes a trip in through-freight service, either working or deadheading, provided there are engineers available to protect the other-than-through freight service.

NOTE: The foregoing shall not preclude the right of the Carrier to apply Article 3(h) of the Engineers' Schedule.

(3) When an engineer is placed first-out under this agreement, it is understood, of course, that his availability is subject to the Hours of Service Law, after a minimum of four hours, off duty. This not to apply if to be deadheaded to home terminal for rest.

(4) The Carrier shall not be held liable for any claim from other engineers for runaround which might result from compliance with this agreement.

(5) It is understood that in Paragraph (1) above, the junior available engineer may be used in lieu of the first-out engineer by agreement between the Superintendent and the BLE Local Chairman.

THIS UNDERSTANDING shall become effective at 0001 on August 1, 1982, with the provision that it may be automatically cancelled by either party on twenty (20) days' advance written notice.

INITIAL TERMINAL DELAY - THROUGH FREIGHT SERVICE

(i-1) Initial terminal delay shall be paid on a minute basis to engineers in through freight service after one (1) hour and fifteen (15) minutes' unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth (1/8) of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

NOTE: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is first made up.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of one (1) hour and fifteen (15) minutes after which initial terminal delay payment begins.

NOTE: The phrase "through freight service" as used in this rule does not include pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

(i-2) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

(i-3) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

NOTE: Where existing schedule rules require a carrier to bring engineers on duty more than forty-five (45) minutes prior to departure of the train on which they are to be used, such rules shall be revised to permit the Management to designate the time they are to report for duty.

(From Section 11 of National Agreement dated August 11, 1948.)

INITIAL TERMINAL DELAY (LOCALS)

(Letter of Understanding 3/2/1979)

During our discussions at Chicago, March 1-2, it was agreed Article 30(i-1) would be applicable to engineers in assigned local service if no switching under the schedule rule is performed at the initial terminal.

FINAL TERMINAL DELAY - FREIGHT SERVICE

1986 Article V Final Terminal Delay

Section 1 - Computation of Time

In freight service all time, in excess of 60 minutes, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that if a train is deliberately delayed between the last siding or station and such switch or signal, the time held at such point will be added to any time calculated as final terminal delay.

Section 2 - Extension of Time.

Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend the 60 minute period after which final terminal delay payment begins by the number of minutes equal to 60 divided by the applicable overtime divisor ($60/12.5 = 4.8$; $60/13 = 4.6$; $60/13.25 = 4.5$; $60/13.5 = 4.4$, etc.).

Section 3 - Payment Computation

All final terminal delay, computed as provided for in this Article, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate in effect as of June 30, 1986, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this Article. The rate of pay for final terminal delay allowance shall not be subject to increases of any kind.

After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty.

NOTE: The phrase "relieved from duty" as used in this Article includes time required to make inspection, complete all necessary reports and/or register off duty.

Section 4 - Multiple Trips

When a tour of duty is composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

Section 5 – Exceptions

This Article shall not apply to pusher, helper, mine run, shifter, roustabout, transfer, belt line, work, wreck, construction, road switcher or district run service. This Article shall not apply to circus train service where special rates or allowances are paid for such service.

NOTE: The question as to what particular service is covered by the designations used in Section 5 shall be determined on each individual railroad in accordance with the rules and practices in effect thereon.

Section 6 - Local Freight Service

In local freight service, time consumed in switching at final terminal shall not be included in the computation of final terminal delay time.

During the discussions that led to our Agreement, you expressed concern with situations where a crew was instructed to stop and was held outside the terminal between the last siding or station and the point where final terminal delay begins

and there was no operational impediment to the crew bringing its train into the terminal; i.e., the train was deliberately delayed by yard supervision. Accordingly, we agreed that Section 1 would comprehend such situations.

On the other hand, the carriers were concerned that the term "deliberately delayed" not be construed in such a manner as to include time when crews were held between the last siding or station and the point where final terminal delay begins because of typical railroad operations, emergency conditions, or appropriate managerial decisions. A number of examples were cited including, among others, situations where a train is stopped: to allow another train to run around it; for a crew to check for hot boxes or defective equipment; for a crew to switch a plant; at a red signal (except if stopped because of a preceding train which has arrived at final terminal delay point and is on final terminal time, the time of such delay by the crew so stopped will be calculated as final terminal delay); because of track or signal maintenance or construction work; to allow an outbound train to come out of the yard; and because of a derailment inside the yard which prevents the train held from being yarded on the desired track, e.g., the receiving track. We agreed that Section 1 did not comprehend such conditions. (From Side Letter 3A)

This refers to Article V of the Agreement of this date concerning the payment of mileage operated in the final terminal in the application of the final terminal delay rule.

In accordance with Article V, final terminal delay is to be computed from the time the engine reaches the switch used in entering the final yard within a terminal where the train is to be left or yarded until finally relieved from duty.

In the application of such provision, on railroads where road mileage ends at present FTD points, road mileage will be adjusted by the distance between the present FTD point(s) and new FTD point(s) established by this Article V.

On railroads which presently compute trip mileage (1) from center of the yard at the initial terminal to center of the yard at the final terminal, (2) from roundhouse at the initial terminal to the roundhouse at the final terminal, (3) on basis of established mileage as agreed upon regardless of the location in the final terminal where trains are actually yarded, or (4) under similar situations, such trip mileage will continue to apply and the 60-minute period referred to in Article V will be extended pursuant to Section 2 thereof for trip mileage allowed after passing new FTD point(s). (From Side Letter 3B)

SWITCHING AT TERMINALS

(k) Switching done at terminals where switch engines are not employed will be paid for as follows: Where the mileage of the trip is 100 or more, or the time consumed on the road trip computed from the time of departure from the initial terminal is eight hours or more, switching at the initial terminal will be paid for at pro rata on the minute basis from time of reporting for duty until time of departure; and switching at the final terminal will be paid for at pro rata on the minute basis up to the time the mileage of the trip is less than 100 and the time consumed on the road trip is less than eight hours, no payment will be allowed under this rule.

SPECIAL ENGINEERS' THROUGH FREIGHT ALLOWANCE

(1990 Memorandum of Agreement)

Effective with the implementation of this agreement, each road freight engineer who performs service in unassigned pool freight service and in assigned through freight service (including extra crew members used for Hours of Service Act relief for this service) will be paid for that trip, in addition to other earnings, a special engineer's through freight allowance of \$16.73 subject to future general wage increases and cost-of-living adjustments.

SPECIAL DISTRICT PAY

(1996 Memorandum of Agreement)

Effective with the implementation of this agreement, each engineer who works a through freight trip as a road freight engineer between the terminals of:

Denver, Colorado and Pueblo, Colorado, or

Bakersfield, California and Barstow, California, or

Los Angeles, California and Barstow, California, or

Las Vegas, New Mexico and Albuquerque, New Mexico, or

Raton, New Mexico and Las Vegas, New Mexico

shall receive for such trip worked, in addition to his other earnings, special district pay of \$10.00.

This \$10.00 payment is subject to future general wage increases and cost-of-living adjustments. This special district pay is only applicable to a district named in the first paragraph of this Article 5, and is **not** in effect on any other territory.

In addition, each engineer holding seniority in engine or train service prior to November 1, 1985 who works a through freight trip as a road freight engineer east or west bound between the terminals of Bakersfield, California and Barstow, California will continue to be paid eight (8) constructive miles per trip at the October 31, 1985 basic daily rates.

This Article will remain in effect until an interdivisional runthrough (or a similar change in operations due to merger or consolidation with another railroad) on a district covered here is effected. At that time, the payment of constructive miles, as provided for in this Article shall cease and compensation under the terms of such agreement (or arbitration award), shall be based on the engineers' compensation system and level of pay in effect on the affected district as they were immediately prior to the effective date of this Article.

BASIC DAY ON CERTAIN HELPER CREWS

Effective on July 1, 2003, the basic daily rates based on weight on drivers for service on an engineer-only helper crew will be increased by \$16 subject to general wage increases. However, for this service, overtime and/or overniles will be calculated based on daily rates prior to this increase, subject to general wage increases and cost of living allowances.

1986 ARTICLE VI SECTION I (A) DEADHEADING

Existing rules covering deadheading are revised as follows:

Section 1 - Payment When Deadheading and Service Are Combined

- (c) Deadheading and service may be combined in any manner that traffic conditions require, and when so combined employees shall be paid actual miles or hours on a continuous time basis, with not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to

the home terminal is combined with a service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.

RUNAROUNDS (ARTICLE 11)

(a-1) Engineers not assigned to regular runs will run first in, first out of terminals. An engineer who may be wrongfully deprived of his turn by reason of engineers being called out of turn shall be paid 100 miles and stand first out.

Letter of Understanding 11/7/1977

Article 11(a-1) of the current agreement will be modified to the extent "stand first out" will be substituted for the language "stand last out". It is further understood there will be no claims filed or progressed for so called multiple run-arounds on and after the revision of Article 11(a-1)

Letter of Understanding 5/17/73

An engineer in pool freight, in unassigned service, or an extra engineer called in turn but runaround in the terminal and/or en route will be given his turn back at the distant terminal in the order in which he was called at the initial terminal if he so desires, provided the engineer(s) who ran around him were called for the same service, for the same objective terminal, and over the same route.

In the event the engineer so run around has insufficient time to work under the Hours of Service Law from the distant terminal, he will, after securing the required amount of rest, be placed ahead of any engineer(s) who ran around him and who have not been called for service and/or departed the distant terminal. If the engineer is unable to secure his original turn at the distant terminal, he will, upon return to the home terminal, be given his original turn back or be placed as close to his original relative standing as possible. If the engineer is unable to secure his original standing and/or any part thereof, there will be no further effort to regain his turn.

NOTE: Engineers at the distant terminal who are unable to be called in turn account unavailability under the Hours of Service Law will be handled the same as though they had been run around in the terminal or en route.

In connection with this rule, an engineer who is deadheading will be considered in the class of service for which deadheaded the same as though he was working. If another mode of transportation is utilized in the deadhead, the route need not be the same.

Engineers who are run around in the terminal and/or en route under the conditions stipulated herein shall, upon arrival at the objective terminal, place notation on the register or otherwise notify the individual in charge of handling crews, in writing, naming the engineer(s) who have run around the m for the purpose of determining the proper order in which they are to be called. When engineers are given their turn or any portion thereof in accordance with the information furnished, the Carrier will not be penalized.

When the service for which called does not operate to the same objective terminal and over the same route, the time of call will govern and no runaround penalty will accrue if the engineers involved do not depart from the terminal in turn.

When the individuals involved have been called for the same service, for the same objective terminal and over the same route, except as specifically defined with respect to deadheading, the following are examples in the application of the above:

On the seniority district where Point A is the home terminal, Point B is basically considered the away-from-home-terminal. Point C is located between A and B but is on a different route than the direct route between Points A and B, and Point D is located beyond Point B but still on the same seniority district, the following would apply.

(1) Man No. 1 called at Point A but is run around in the terminal by Man No.2 and run around en route by Man No.3. Upon arrival at Point B, Man No.1 had insufficient rest and at time rest completed, Man No.2 had been called for duty and/or departed for Point A but Man No.3 was still at the distant terminal; therefore Man No.1 was placed ahead of Man No.3 and operated back to Point A. Upon arrival at A. Man No.2 had not been called for duty at A therefore, Man No. 1 will be placed ahead of Man No. 2 consistent with availability under the Hours of Service Law. Had Man No.2 been called for duty, Man No.1 would be unable to regain his turn.

(2) Man No. 1 called to deadhead on freight train A to B but utilizes passenger service which goes via C. Man No.2 operates freight train on which Man No.1 was called to deadhead and was run around en route by Man No.3. Man No. 1, even though deadheading on passenger train via different route but between same objective terminals will be afforded same privileges as Man No.2 who was run around, i.e., can regain turn at Point B consistent with availability under the Hours of Service Law.

(3) Man No. 1 ordered Point A for service to Point B run around in terminal and en route by Man Nos. 2 and 3. Upon arrival Point B Man No.2 had been called for service and/or departed. Man

No. 1 placed ahead of Man No.3. Man No.1 called for turn around service B to D and return. No further adjustment to be made in behalf of Man No.1 in securing original turn.

This agreement will abrogate Article 11(a-2). (a-3) and (a-4) of the current BLE Schedule and Memorandum of Agreement effective August 1, 1962 with the former BLE and E(now UTU/E).

CALLED AT SAME TIME

(b) When two or more extra men are called to deadhead on same train to outside assignments at different points, man first out will get off first, second man gets off second and so on. Coming in to home terminal will mark up on extra board in reverse order, or last man picked up will be first out on extra board.

(c) When engineers are called from the same class of service, one to deadhead and the other to work on the same train, the first-out engineer will be deadheaded and the second-out engineer will work.

MORE THAN ONE CLASS OF ROAD SERVICE RULE (ARTICLE 7)

(c) Road engineers employed in any class of road service may be required to perform two or more classes of road service in a day or trip subject to the following terms and conditions:

A. Payment:

(1) Except as qualified by A-(2) below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid to the engineer for the entire day or trip.

(2) Road engineers in through freight and passenger service only shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service.

The rate paid both for the regular trip and for the additional time shall be the highest rate applicable to any class of service performed during the entire day or trip.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine shall be paid to the engineer for the entire day or trip.

Overtime rate shall apply to the extra compensation only to the extent that the additional service results in overtime for the entire day or trip or adds to overtime otherwise payable for hours required for the regular trip.

Examples For The Application of This Paragraph A-(2) Are:

(a) An engineer in through freight service on a run of 100 miles is on duty a spread of 8 hours, including 2 hours of another class of road service - Engineer will be paid 100 miles or 8 hours at pro rata for the trip plus 2 hours at pro rata for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(b) An engineer in through freight service on a run of 100 miles is on duty a spread of 9 hours, including 2 hours of another class of road service - Engineer will be paid 100 miles or 8 hours at pro rata for the trip plus 1 hour at pro rata and 1 hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(c) An engineer in through freight service on a run of 100 miles is on duty a spread of 10 hours, including 2 hours of another class of road service - Engineer will be paid 100 miles or 8 hours at pro rata for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(d) An engineer in through freight service on a run of 100 miles is on duty a spread of 12 hours, including 2 hours of another class of road service - Engineer will be paid 100 miles or 8 hours at pro rata plus 2 hours at time and one-half for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

(e) An engineer in through freight service on a run of 150 miles is on duty a spread of 10 hours, including 2 hours of another class of road service - Engineer will be paid 150 miles or 12 hours at pro rata for the trip plus 2 hours at pro rata for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

B. This rule applies to:

(1) Unassigned and/or assigned road service.

(2) Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.

(3) Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

C. This rule does not involve the combining of road with yard service nor modify or set aside:

(1) Lap-back or side trip rules except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.

(2) Conversion rules.

(3) Terminal switching and/or special terminal allowance rules.

(From Arbitration Award dated December 3, 1952, effective February 1, 1953.)

DOUBLING HILLS

(e-2) When engineers are compelled to double hills they will be allowed the actual mileage doubled with a minimum of twenty-five (25) miles. When required to double the hill as a result of tonnage of the train exceeding the rating of the locomotive, one hundred (100) miles at the through freight rate will be allowed. If required to double out of the initial terminal, engineers will be paid one hundred (100) miles in addition to all other earnings.

NOTE: It is understood that if all units of the locomotive are functioning properly at the time train starts from the initial terminal and tonnage in train does not exceed rating of the locomotive, and a unit or units of the locomotive fail while a portion of the train is still within yard or switching limits of the terminal, engineers compelled to double hill will be allowed the actual mileage doubled with a minimum of twenty-five (25) miles.

1985 Letter of Understanding

This will confirm our understanding that in cases where the tonnage of a train is less than the tonnage rating of the engine and there is no form of engine failure, payment of 25 miles will be allowed under Article 7(e- 2). When some form of engine failure occurs, payment of continuous time. Or mileage will be allowed under Article 7 (g). Engineers must indicate engine failure on their time tickets when such occurs and a double is necessitated.

If the tonnage of a train exceeds the tonnage rating of the engine, payment of 100 miles will be allowed under Article 7(e-2). Payment of 100 miles will also be allowed under this rule- when the double of a train is required out of the initial terminal, unless conditions are present as indicated in the NOTE to Article 7 (e-2.).

EMERGENCY SIDE AND LAP-BACK TRIPS

(f) When engineers are required to make an emergency side or lap-back trip between their terminals, miles made will be added to the mileage of the regular trip and paid for on continuous basis. Side trips under this rule refer only to such trips on their assigned division; further, side trips will not be made out of intermediate points where chain gang or extra crews are located and assigned to protect that class of service. If side trips are made contrary to the second sentence of this rule, crew making the side trip will be paid for same as an independent trip, time used on the side trip to be deducted from time of main trip.

SIDE TRIP - DEFINED

MEMORANDUM OF AGREEMENT entered into at Amarillo, Texas, November 17, 1959, between The Atchison, Topeka and Santa Fe Railway Company, Panhandle and Santa Fe Railway Company and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen and Brotherhood of Railroad Trainmen.

It is agreed that the definition of side trips made in assigned and unassigned freight service on spur tracks shall be as follows:

- (1) A movement made to a location not in excess of two miles on a spur track, measured from lead-off switch of such spur track, shall not be considered as a side trip.
- (2) Where a movement is made to a location in excess of two miles on a spur track, measured from lead-off switch of such spur track, such movement shall be considered as constituting a side trip.

In assigning or instructing crews to make side trips as defined herein:

- (a) Crews in assigned service will be paid mileage of the spur track or portion thereof specified in bulletin advertising the assignment, and
- (b) Crews in unassigned service will be paid mileage of the spur track or portion thereof over which they are instructed to move.

This agreement shall become effective November 17, 1959, and remain in effect until cancelled by thirty days' written notice served by either party upon the other.

(Signatures not reproduced. Signed by General Managers Buchanan and Olson and General Chairmen Potter, Miller and Faulkner and Acting General Chairman Cartmill.)

From Letter of Understanding 01/19/44

Unassigned train and engine crews who are instructed prior to departure from initial terminals to make side trips are entitled only to the actual mileage of the side trip on a continuous time basis, but that unassigned crews so instructed after leaving initial terminals re entitled to separate payment for the side trip, with a minimum of 100 miles therefore, deducting the time involved therein from the total time on duty for the purpose of calculating overtime.

SHORT TRIPS DUE TO CONDITIONS IN CONNECTION WITH OWN TRAIN

(g) Engineers required to make short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

FIVE DAY WEEK – ROAD ASSIGNMENTS

Letter of Understanding 6/18/82

If the carrier elects to assign local freight, work train, or road switcher service less than the minimum number of days per week prescribed by the current rules the following will apply:

(1) Local freight, work trains, and road switcher assignments will not be for less than five days per week.

(2) \$9.00 will be added to the regular rate for each day assignment is reduced below the minimum required by current rules. This additional \$9.00 will apply on each day for which a tour of duty is paid, and will only apply to the first 100 miles, i.e. will not be a part of the rate for computing over miles, overtime or arbitraries.

MEAL EN ROUTE ROAD SERVICE

This is to confirm our understanding with regard to the meal period issue. Going forward, we agreed that engineers in unassigned service, engineers on locals, road switchers, work trains, helpers, and other forms of freight service across the prior ATSF, who are not currently subject to existing agreement provisions providing payment in lieu of a meal period, would be handled as follows:

When an engineer makes a timely request to eat and that request is denied (i.e., no meal period during the entire tour of duty), the engineer will receive:

- 1) No additional pay if on duty eight hours or less, or
- 2) \$5.00 if on duty greater than eight hours.

This allowance will not be subject to any wage increases or cost-of-living adjustments. It is understood that if any member of the crew request to stop the train en route to eat, and the request is granted, the allowance provided herein will not be applicable.

YARD RUNAROUND RULE

Memorandum of Agreement 1996

Effective with the implementation of this agreement, a former Eastern and Western Lines (excluding the Northern and Southern Divisions) engineer who is runaround in the initial terminal will be paid one-third (1/3) of a basic day (subject to general wage increases), provided he and the engineer or engineers that ran around him were in close proximity to such an extent that no off track vehicle conveyance is required to accommodate the exchange of engineers.

Only one yard runaround will be paid to an engineer per start regardless of the number of times he is run around at the initial terminal.

PAY WHEN TIED UP BETWEEN TERMINALS (ARTICLE 14)

(a) Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then, until after the

expiration of fourteen hours on duty under the Federal Law, or within two hours of the time limit provided by State Laws, if State Laws govern.

(b) If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under Article 12.

(c) When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crews, provided the longest period of rest required by any member of the crew, either eight or ten hours, to be the period of rest for the entire crew.

(d) A continuous trip will cover movement straight away or turnaround from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest a new trip will commence when the crew resumes duty.

(e) Engineers in train service tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on continuous trip, they will be paid from tie-up point to terminal on the following basis: For fifty (50) miles or less, or four (4) hours or less, one-half day; for more than fifty (50) miles, or more than four (4) hours, actual miles or hours, whichever is the greater, with a minimum of one day. It is understood that this does not permit running engines through terminals or around other crews at terminals unless such practice is permitted under the pay schedule.

(f) Road crews tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or cabooses, will be paid therefor per Paragraph (e) of this Article, the same as if they had run the train to such terminal.

(g) If any service is required of an engine crew, or if held responsible for the engine, during the tie-up under the law, they will be paid for such service.

TYING UP BETWEEN TERMINALS

Letter of Understanding 2/26/1974

In connection with the Memorandum of Understanding as to the method to be utilized in the application of Article 14 of the Engineers' Schedule, it is understood that a crew that is tied up

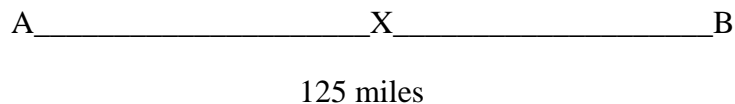
under the Hours of Service Law due to aggregate service and then deadheaded will only be entitled to the actual miles deadheaded at the deadhead rate in accordance with the principle established by Western Train Service Board Decision 3748. Insofar as concerns a crew tied up under the Hours of Service Law and who is given rest and then resumes duty on continuous trip will be paid from tie-up point to terminal on the following basis:

For fifty (50) miles or less, or four (4) hours or less, one-half day; for more than fifty (50) miles, or more than four (4) hours, actual miles or hours, whichever is the greater with a minimum of one day.

EXAMPLES

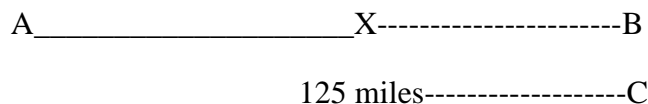
The following are examples of intended applications. While these are examples there could be variations to the operations other than what is shown herein, regardless, the principles will still apply. It is understood these guidelines are only applicable when the engineer is not "rested" or, in other words, given legal rest under the Hours of Service Law and following same required to continue on the original trip.

1. Engineer is called at Point A to operate to Point B, however, is overtaken by the Hours of Service Law at X. Engineer is towed or deadheaded to Point B, point for which originally called. Distance between Points A and B is 125 miles.



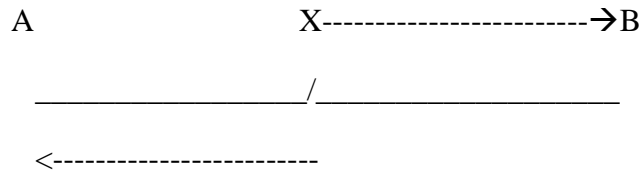
Engineer will be allowed continuous time from time of reporting on duty at Point A until his arrival and tie up at Point B, with overtime accruing after 10 hours. Engineer to be marked up, as per schedule rules, upon arrival at bulletined off-duty point.

2. Engineer is called and deadheaded as per Example 1; however, the train is taken by a relief engineer from X to Terminal C.



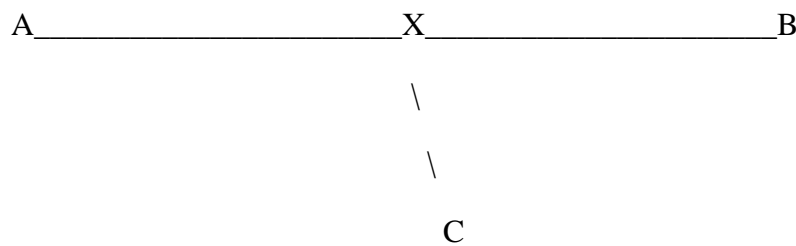
Payment and handling of the engineer called for service Point A to Point B will be the same as in Example 1.

3. Engineer is called the same as in Example 1 and overtaken by the Hours of Service Law at X, at which point the train is given to a relief engineer who handles same on to Point B. Engineer caught by the Hours of Service Law, however, is deadheaded back to Point A.



Due to the fact the engineer did not proceed to Point B, the point for which called, he cannot be considered as having “run the train to such terminal.” Engineer will therefore be allowed continuous time based on miles run up until the time deadhead commences and deadhead allowance from X to point A, such deadhead to be under Article 9.

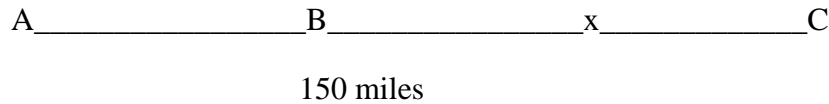
4. Engineer is called, overtaken by the Hours of Service Law, and the train is handled by relief engineer in the same fashion as in Example 3; however, the engineer, in lieu of being deadheaded to Terminal A, is deadheaded to Terminal C.



Payment to the engineer will be the same as detailed for Example 3.

5. Engineer is called in unassigned freight service from point A to Point C, Point B having at one time been an away-from-home terminal for chain gang crews and when departing that point, a new day for pay purposes begins. Distance from Point

A to Point C is 150 miles. Crew passes Point B after eight hours on duty but is relieved at Point X due to having accumulated a total of 12 hours on duty.



Engineer would receive 100 miles for the trip from Point A to Point B (80 miles run) and would commence a new day for pay purposes upon departure of Point B; however, engineer will be considered as properly tied up under the Hours of Service Law at Point X account having 12 hours on duty on “that trip” and not 4 hours on duty on “that trip.”

NOTE: If engineer is tied up at Point B, rules governing aggregate service will apply unless engineer is fully rested when resuming duty. Where the word "deadhead" is used herein, it is understood to mean deadhead, regardless of the mode of transportation utilized.

Also, work trains and/or wreck trains are not to be considered as coming within the application of Article 14 of the current Engineers' Schedule.

In connection with Letter of Understanding date concerning claims for continuous time when engineers are released under Hours of Service Law at other than their off-duty point:

In the application of this understanding it was agreed under Awards 36 and 37 Public Law Board No. 777. Carrier would allow continuous time until crew picked up for movement to point where meals and lodging are available. Crew will be considered under pay upon expiration of the minimum legal period of rest at the lodging point; however, for the time spent transporting the crew between the point of lodging and, tie-up point of train, no allowance will be made either in time or deadhead miles.

For example: Crew tied up at Point A at 10:30 PM where meals and lodging not available, with 10'30" on duty. Crew waits 30 minutes for taxi to transport them to Point B to secure meals and lodging and arrives Point B at 11:30 PM, at which time they commence eight (8) hours rest. Crew is picked up at Point B at 7:30 AM and transported to Point A to resume duty, arriving at 8:00 AM.

Under the foregoing example crew would be entitled to continuous time up to 11:00 PM and would be back under pay commencing at 8:00 AM the following morning. Also, it was understood the foregoing would apply unless it shall be held by U. S. Federal Court as contrary to proper application of the Federal Hours of Service Law.

TYING UP BETWEEN TERMINALS (ARTICLE 12)

Engineers will not be relieved between terminals, except in case of extraordinary delays, making it impossible to move trains. In such cases the engineer will be paid for the first 8 hours after time set for departure before tie-up begins unless 100 miles or more have been made. The first 8 hours of each 24, or portion thereof, to be the time for which payment is made. No payment will be made where train is tied up by reason of any portion of the train or engine crew calling for rest.

Immediately after the line is open for traffic, engineers tied up under this rule will be considered under pay.

CREWS TIED UP BETWEEN TERMINALS

Letter of Understanding 11/13/1970

"When other than work: train crews are tied up by the Company between established terminals, or between the terminals of their assigned runs, they will be considered on duty and under pay at the expiration of ten hours off duty. On such trips a minimum of 100 miles will be allowed each crew to the tie-up point and a new day will commence when the crew resumes duty; this rule to apply only when crews are tied up before the expiration of 14 hours on duty. Crews tied up after the expiration of 14 hours of duty will be paid in accordance with Section (Article 12).

"If crews are held 16 hours after the expiration of the first 18 – hour period, crews will be paid continuous time for the next succeeding eight hours, or until the end of the 24-hour period, and similarly for each 24- hour period thereafter. Should trainmen be called after pay begins under this ruling, time will be computed continuously.

"Crews in through freight or unassigned service, other than work: in train service, tied up between terminals or at turning point and called for service in less than eight hours will be paid continuous time."

TURN AROUND SERVICE (OR HOS RELIEF) AT AWAY-FROM-HOME- TERMINAL

Letter of Understanding (8/1/1982)

- (1) When a pool freight engineer is to be used at the away-from-home terminal for other-than-through-freight service, including any turnaround service or relief of engineers tied up under the Hours of Service law, the first-out engineer will be used and upon being released from the other service, will be marked up first-out for through-freight service.
- (2) When an engineer is used in other-than-through-freight service as set out above, he will not be used again for such service before he makes a trip in through-freight service, either working or deadheading, provided there are engineers available to protect the other-than-through-freight service.

NOTE: The foregoing shall not preclude the right of the Carrier to apply Article 3(h) of the Engineers' Schedule.

- (3) When an engineer is placed first-out under this agreement, it is understood, of course, that his availability is subject to the Hours of Service law, after a minimum of four hours off duty. This not to apply if to be deadheaded to home terminal for rest.
- (4) The Carrier shall not be held liable for any claim from other engineers for runaround which might result from compliance with this agreement.
- (5) It is understood that in paragraph (1) above, the junior available engineer may be used in lieu of the first-out engineer by agreement between the Superintendent and the BLE local Chairman.

THIS UNDERSTANDING shall become effective at 0001 on August 1, 1982, with the provision that it may be automatically cancelled by either party on twenty (20) days' advance written notice.

ON AND OFF DUTY POINTS - ROAD SERVICE (ARTICLE 28)

(a-1) In all classes of road service, an engineer's time will begin at the time he is required to report for duty and continue until the engine is placed on the designated track and the engineer is relieved at the off duty point specified in the bulletin. The carrier shall designate by bulletin a point for engineers operating in freight and passenger service to go on duty and a point to go off duty at their terminals. The on and off duty point at the home terminal shall be the same, but may vary as between different classes of service. The management will designate the time for reporting for duty.

(a-2) On returning to the home terminal in service other than that in which he departed from his home terminal, the engineer will be continued on duty until he is released at the point at which he assumed duty on the outgoing trip.

NOTE 1: "Designated point," as used herein, means a fixed location such as engine tie-up track, yard office or station.

NOTE 2: Work trains tying up at outlying points will not be subject to the requirements of this rule at such outlying points.

SIDE TRIPS

(Letter of Understanding 12/24/1943)

We are willing to accept the following quoted from your letter as representing a satisfactory disposition of the claims in question:

that unassigned train and engine crews who are instructed prior to departure from, initial terminals to make side-trips are entitled only to the actual mileage of the side trip on a continuous time basis, but that unassigned crews so instructed after leaving initial terminals are entitled to separate payment for the side trip, with a minimum of 100 miles therefor, deducting the time involved therein from the total from time on duty for the purpose of calculating overtime.

Our acceptance of that part of your proposal which provides for deducting the time consumed in making the side trip from the total time on duty where overtime is involved is predicated upon our understanding of the application of the rules involved.

You have stated that for purposes of uniformity, we should agree upon a basis for calculating the time involved in side trips where separate payment is to be made therefor. I suggest that this be

the elapsed time from arrival at the point, of divergence until return thereto after completion of the side trip." In lieu of your suggestion, we contend that time consumed on side trips should be computed from time trip is actually begun until arrival at point of divergence from main route on return trip.

HELPER SERVICE – NO CALL DAY

(b) Engineers assigned to helper service shall receive one day's pay, if not called for duty, and such allowance shall be made in addition to any overtime earned, except such part of the second day started on the previous date as extends beyond midnight will be used in making up payment for a "no call" day.

(c) No part of a single day of previous date, or overtime of same, that extends beyond midnight will be used in making payment for a "no call" day.

WORK TRAIN SERVICE – PAY WHEN NOT USED (ARTICLE 6)

(a) Engineers assigned to work train service will be paid for working days not used.

Using Assigned Engineers In Work Train Service In Other Service

(b) This will not prevent using them in chain gang or other service, provided they are used in their turn, it being understood that they will not be run around other chain gang crew for other service.

ASSIGNMENT OF ENGINEERS TO WORK TRAIN SERVICE

(c-1) If a work train is ordered for less than five (5) consecutive days, it shall be temporary work train service. Work train service known to be for five (5) days or more will be advertised for the oldest engineer in point of seniority.

(c-2) Temporary work train service, or work trains under advertisement, working out of an extra board point, will be protected by engineers from the extra board. At other than extra board points, such work train service will be protected by chain gang engineers, except that when no chain gang engineer is available at the point an extra engineer will be used.

An engineer protecting a temporary work train will remain thereon

(1) An extra engineer - until the work train returns to the extra board point, in which event it will be protected on the next trip out of such point by the extra engineer first out. *A chain gang engineer - until he works into a chain gang terminal, or,

(2) If the service is advertised, until the engineer assigned thereto is available to protect the assignment, whichever occurs first

This Paragraph (c-2) will have no application on a territory on which a combined freight board is in operation.

*This sentence will not supersede the provisions of the so-called Canadian Run-Through Agreement.

HELD AWAY FROM HOME TERMINAL (ARTICLE 15)

(a-1) Engineers in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period, they will be paid continuous time for the time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.

(a-2) Should an engineer be called for service or ordered to deadhead after pay begins, the held-away-from-home-terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the terminal, except that in no event shall there be duplication of payment for deadhead time and held-away-from-home-terminal time.

(a-3) Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

(a-4) For the purpose of applying this rule, the railroad will designate a home terminal for each crew in pool freight and in unassigned service.

(c) Points where extra boards are maintained will be considered home terminal for men assigned to same, when protecting unassigned service.

CAB CONDITIONS

(Article VII 1986 National Agreement)

LOCOMOTIVE DESIGN, CONSTRUCTION AND MAINTENANCE

Section 1 - Maintenance of Locomotives

The parties recognize the importance of maintaining safe, sanitary, and healthful cab conditions on locomotives.

This Agreement affirms the carriers' responsibility to provide and maintain the aforementioned conditions particularly, although not limited to, such locomotive cab conditions as: heating, watercoolers, toilet facilities, insulation, ventilation-fumes, level of cab noise, visibility, lighting and footing.

The parties recognize that one way to achieve and maintain safe, sanitary, and healthful cab conditions on locomotives is by establishing procedures on each railroad for monitoring cab conditions and expediting the reporting and correction of maintenance deficiencies.

A. Local Implementation

Each individual carrier will designate an appropriate official(s) who will contact the BLE General Chairman (Chairmen) and arrange a meeting within 30 days from the date of this Agreement for the following purpose:

- (a) Review the policies on the individual railroad concerning the existing procedures for reporting and correcting locomotive deficiencies, assess the effectiveness of such procedures, and, where appropriate, establish methods for obtaining more satisfactory results.
- (b) Institute a program whereby the Local BLE representative and the carrier's supervisors at each facility will participate in direct discussions regarding any maintenance problems at the locations under their jurisdiction for the purpose of carrying out the intent of this understanding, including evaluating the reports and suggestions of either party and implementing agreed-upon solutions thereto.

B. National Committee

A national committee will be established within 30 days from the date of this Agreement, consisting of two members of the National Carriers' Conference Committee and two representatives of the BLE. The Committee may review and make recommendations with respect to any maintenance problem on an individual property that is referred to it by either party after efforts to resolve such matter on the individual property have been exhausted.

The Committee may also consider any matter where the parties on an individual property have jointly concluded that the subject matter is one that may be addressed more appropriately on a national level.

Section 2 - Dispatchment of Locomotive-

A locomotive will not be dispatched in road service from engine maintenance facilities where maintenance personnel are readily available, and an engineer will not be required to operate the locomotive pending corrective action, if the engineer registers a timely complaint with supervision with respect to the controlling unit of the consist that is determined on investigation to be valid concerning -

(a) the existence of a federal defect, as defined by the Federal Railroad Administration, with respect to the following matters:

Exhaust gases (ventilation)

Cab lights

Locomotive cab noise

Cabs, floors and passageways (footing) (cab seats)

(vision) (heat) and (b) other conditions as follows:

Lack of clean, sanitary toilet

Lack of adequate cooled, potable water

Lack of adequate toilet paper or hand towels

Should the complaint be found valid, and if there is another unit in that consist or otherwise readily available which will eliminate the protest, the units will be rearranged provided such rearrangement will not result in unreasonable delay to the train. If the engineer performs the work to accomplish the rearrangement, no additional payment(s) will be allowed. If, however, the official makes a good faith determination that the locomotive is suitable for dispatch, the engineer will proceed with the assignment.

An engineer will invoke the foregoing right in good faith and where a reasonable person would conclude that the carrier is in substantial noncompliance, i.e. more than technical non-compliance.

In determining the reasonableness of an engineer's complaint, among the factors to be considered are the timeliness of the complaint, the accessibility of the means to take corrective action, the seriousness of the deficiency, the engineer's ability or inability to correct the deficiency with means at his disposal and whether or not an unreasonable train delay would be incurred.

Section 3 - Locomotive Design and Construction

In recognition of the desirability of consultation with the General Chairman (Chairmen) prior to the ordering of new Locomotives, or while formulating plans to modify or retrofit existing locomotives, the parties agree that, before any design and construction changes in locomotives are made which change safety or comfort features of the locomotive, the designated officer of each individual railroad will contact the General Chairman (Chairmen) providing him with the opportunity to furnish the carrier with his recommendations for full and thoughtful consideration by the carrier.

This Section 3 does not disturb existing local agreements that set forth required specifications for particular locomotive appurtenances or components.

HOLIDAYS

PAID HOLIDAYS

Section A - Regularly Assigned Engineers

(1) Each regularly assigned employee in yard service and each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in Paragraph (3) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:

(As amended by the 1982 National Agreement, Article IV)

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

Note 1: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday, except Christmas Eve shall be observed as the day before Christmas Day is observed.

(2) Working Compensation

(a) Any of the employees described in Paragraph (1) hereof who works on any of the holidays listed in Paragraph (1) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with the minimum of one and one-half times the rate for the basic day.

(b) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a workday or a vacation day.

(2) Qualifying For Holiday Pay

(a) To qualify for holiday pay, a regularly assigned employee referred to in Paragraph (1) hereof, must be available for or perform service as a regularly assigned employee in the classes of service referred to on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, canceled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

(b) An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

(c) An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally. Understanding: It is understood that when a regularly assigned employee, holding an assignment subject to this Article, who performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic day's pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular

assignment, and only then if he meets the qualifying requirements, set forth in this Article as interpreted herein.

A regularly assigned employee holding an assignment which is not subject to this Article, but who is called to protect other service on an assignment which is subject to this Article will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employee qualifies for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.

(4) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to Paragraph (1) hereof, unless the regularly assigned employee fails to qualify under Paragraph (3) hereof, shall be applied toward such guarantee. Nothing in this Article shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the Carrier's right to annul assignments on the holidays enumerated in Paragraph (1) hereof.

(5) That part of all rules, agreements, practices or understandings which requires that crew assignments or individual assignments in the classes of service referred to in Paragraph (1) hereof be worked a stipulated number of days per week or month will not apply to the 11 holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Article will apply.

(6) As used in this Article, the terms "workday" and "holiday" refer to the day to which service payments are credited.

(7) When one or more designated holidays fall during the vacation period of the employee, he shall, in addition to his vacation compensation, receive the holiday pay provided for herein, provided he meets the qualification requirements. The qualifying days shall be the workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

Section B - Extra Yard Service Engineers

(1) Extra yard service Engineers who meet the qualifications provided in Paragraph (2) of this Section B shall receive one basic day's pay at the pro rata rate on any of the following holidays:

(Amended by the 1982 National Agreement, Article IV)

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

180

New Year's Eve

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

Note: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday, except Christmas Eve is the day before Christmas is observed.

(2) Qualifying for Holiday Pay To qualify, an extra yard service employee must:

(a) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

(b) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,

(c) if such employee cannot qualify under Section B (2) (a) or (2) (b), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

Note: For the purpose of Section B (2)(a), (b) and (c), an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the Carrier to perform other service in accordance with rules and practices on the Carrier.

(3) Any of the extra yard service employees described in Paragraph (1) of this Section B who works on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day. Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.

(4) As used in this Section B, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

Note 1: An employee subject to this Section B whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in Paragraph (1) of Section B provided (a) he meets the qualifications set forth in Paragraph (2) of Section B on the day or days he is an extra service employee and (b) he meets the qualifications set forth in Paragraph (3) of Section A on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the 3 qualifying days shall not be entitled to receive the pay provided for in Paragraph (1) of Section B.

Note 2: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

Note 3: The term "extra yard service employee" shall include extra employees on a common extra list protecting both road and yard service, to whom compensation for yard or hostling service has been credited on 11 or more of the 30 calendar days immediately preceding the holiday.

(5) When one or more designated holidays fall during the vacation period of the employee, he shall, in addition to his vacation compensation, receive the holiday pay provided for herein, provided he meets the qualification requirements. The qualifying days shall be the workdays immediately preceding and following the vacation period.

ROAD HOLIDAYS

(1990 Memorandum of Agreement)

Article X - Holidays

- (a) Road engineers in unassigned pool freight service who meet the qualifications in paragraph
- (b) below and who commence a trip in pool service on one of the following holidays:

Thanksgiving Day

Day After Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

will receive one basic day's pay at the rate for the trip worked commencing on the holiday in addition to all other earnings.

(b) To qualify for holiday pay, a pool freight engineer must be available and commence a tour of duty on the holiday. The engineer must also have been in pool freight service and made a trip without lay off immediately preceding the holiday and remain in pool freight service and make at least one trip immediately following the holiday.

NOTE: An engineer going on duty prior to the holiday whose tour of duty extends into the holiday will not be entitled to the basic day payment.

INSURANCE

HEALTH AND WELFARE

HEALTH AND WELFARE

(Article IV, 2007 National Agreement)

Part A - Plan Changes

Section 1 - Continuation of Plans

The Railroad Employees National Health and Welfare Plan ("the Plan"), the Railroad Employees National Dental Plan ("the Dental Plan"), and the Railroad Employees National Vision Plan ("the Vision Plan"), modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, will be continued subject to the provisions of the Railway Labor Act.

Section 2 - Plan Benefit Changes – MMCP

(a) The Plan's Managed Medical Care Program ("MMCP") will be offered to all employees in any geographic area where the MMCP is not currently offered and United Healthcare, Aetna, or Highmark BlueCross Blue Shield has a medical care network ("white space"). For purposes of this subsection, such "network" shall mean a "point-of-service" network in the case of United Healthcare and Aetna, and a preferred provider network in the case of Highmark BlueCross BlueShield. Employees who live in a white space may choose between coverage under MMCP or the Comprehensive Health Care Benefit, subject to subsection (b) below.

(b) The parties may, by mutual agreement and subject to such evaluation and conditions as they may deem appropriate, designate specific geographic areas within the white space as mandatory MMCP locations. Employees who live in mandatory MMCP locations shall not have a choice between CHCB and MMCP coverage, but shall be enrolled in the MMCP.

(c) United Healthcare and Aetna, respectively, shall apply "nationwide market reciprocity" to employees and their dependents who are enrolled in MMCP. The term "nationwide market reciprocity" is intended to mean, by way of example, that a person enrolled in MMCP with UHC

in market A is permitted to get in-network MMCP benefits from a UHC point-of- service network provider in market B.

(d) This Section shall become effective with respect to employees covered by this Agreement on July 1, 2007 or as soon thereafter as practicable.

Section 3 - Design Changes to Contain Costs

(a) The Plan's Managed Medical Care Program ("MMCP") shall be revised as follows:

(1) The Office Visit Co-Payment for In-Network Services shall be increased to \$20.00 for each office visit to a provider in general practice or who specializes in pediatrics, obstetrics-gynecology, family practice or internal medicine, and \$35.00 for each office visit to any other provider;

(2) The Urgent Care Center Co-Payment for In-Network Services shall be increased to \$25.00 for each visit;

(3) The Emergency Room Co-Payment for In-Network Services shall be increased to at least \$50.00 for each visit, but if the care received meets the applicable Plan definition of an Emergency, the Plan will reimburse the employee for the full amount paid for such care, except for \$25.00 if the visit does not result in hospital admission. For purposes of this Paragraph, the phrase "at least" shall be interpreted and applied consistent with practice under the Plan preceding the date of this Agreement;

(4) The Annual Deductible for Out-of-Network Services shall be increased to \$300.00 per individual and \$900.00 per family;

(5) The Annual Out-of-Pocket Maximum for Out-of-Network Services shall be increased to \$2,000 per individual and \$4,000 per family.

(b) The Plan's Comprehensive Health Care Benefit shall be revised as follows:

(1) The Annual Deductible shall be increased to \$200.00 per individual and \$400.00 per family;

(2) The Annual Out-of-Pocket Maximum shall be increased to \$2,000 per individual and \$4,000 per family.

(c) The Plan's Prescription Drug Card Program co-payments to In-Network

Pharmacies per prescription are revised as follows:

(1) Generic Drug - increase to \$10.00;

(2) Brand Name (Non-Generic) Drug On Program Administrator's Formulary - increase to \$20.00;

(3) Brand Name (Non-Generic) Drug Not On Program Administrator's Formulary - increase to \$30.00;

(4) Brand Name (Non-Generic) Drug on Program Administrator's Formulary that is not ordered by the patient's physician by writing "Dispense as Written" on the prescription and there is an equivalent Generic Drug-increase to \$20.00 plus the difference between the Generic Drug and the Brand Name (Non-Generic) Drug;

(5) Brand Name (Non-Generic) Drug Not On Program Administrator's Formulary that is not ordered by the patient's physician by writing "dispense as Written" on the prescription and there is an equivalent Generic Drug-increase to \$30.00 plus the difference between the Generic Drug and the Brand Name (Non-Generic) Drug.

(d) The Plan's Mail Order Prescription Drug Program co-payments per prescription are revised as follows:

(1) Generic Drug - increase to \$20.00;

(2) Brand Name (Non-Generic) Drug On Program Administrator's Formulary - increase to \$30.00;

(3) Brand Name (Non-Generic) Drug Not on Program Administrator's Formulary - increase to \$60.00.

(e) For purposes of the Plan, the term "children" as used in connection with determining "Eligible Dependents" under the Plan, shall be defined as follows:

"Children include:

- o natural children,
- o stepchildren,
- o adopted children (including children placed with you for adoption), and

- o your grandchildren, provided they have their legal residence with you and are dependent for care and support mainly upon you and wholly, in the aggregate, upon themselves, you, your spouse, scholarships and the like, and governmental disability benefits and the like."

(f) The definition of the term "children", as used in connection with determinations of "Eligible Dependents" under the terms of the Dental Plan and the Vision Plan, respectively, shall be revised as provided in subsection

(e) above.

(g) Blue Cross Blue Shield programs that are currently available under the Plan will be made available for selection by employees covered by this Agreement who choose coverage under the MMCP in all areas where the MMCP is made available under the Plan and throughout the United States for selection by such employees who choose coverage under the CHCB.

(h) The design changes contained in this Section shall become effective on July 1, 2007 or as soon thereafter as practicable.

Part B - Employee Sharing of Cost of H&W Plans

Section 1 - Monthly Employee Cost-Sharing Contributions

(a) Effective January 1, 2007, each employee covered by this Agreement shall contribute to the Plan, for each month that his employer is required to make a contribution to the Plan on his behalf for foreign-to-occupation health benefits coverage for himself and/or his dependents, a monthly cost-sharing contribution in an amount equal to 15% of the Carriers Monthly Payment Rate for 2007.

(b) The employee monthly cost-sharing contribution amount shall be adjusted, effective January 1, 2008, so as to equal 15% of the Carriers' Monthly Payment Rate for 2008 and, effective January 1, 2009, so as to equal 15% of the Carriers' Monthly Payment Rate for 2009.

(c) Effective January 1, 2010, the employee monthly cost-sharing contribution amount shall be adjusted to be the lesser of:

(1) 15% of the Carrier's Monthly Payment Rate for 2010, or

(2) \$200.00 or the January 1, 2009 employee monthly cost-sharing contribution amount, whichever is greater.

(d) For purposes of subsections (a) through (c) above, the "Carriers' Monthly Payment Rate" for any year shall mean the sum of what the carriers' monthly payments to –

(1) the Plan for foreign-to-occupation employee and dependent health benefits, employee life insurance benefits and employee accidental death and dismemberment insurance benefits,

(2) the Dental Plan for employee and dependent dental benefits, and

(3) the Vision Plan for employee and dependent vision benefits, would have been during that year, per non-hospital association road employee, in the absence of any employee contributions to such Plans.

(e) The Carriers' Monthly Payment Rate for 2007 has been determined to be \$1,108.34 and the Employee Monthly Cost-Sharing Contribution Amount for 2007 has been determined to be \$166.25.

Section 2 - Pre-Tax Contributions

Employee cost-sharing contributions made pursuant to this Part shall be made on a pre-tax basis pursuant to the existing Section 125 cafeteria plan to the extent applicable.

Section 3 - Retroactive Contributions

Retroactive employee cost-sharing contributions payable for the period on and after January 1, 2007 shall be offset against any retroactive wage payments provided to the affected employee under Article I, Sections 1 and 2 of this Agreement, provided, however, there shall be no such offset for any month for which the affected employee was not obligated to make a cost-sharing contribution.

Section 4 - Prospective Contributions

For months subsequent to the retroactive period covered by Section 3, employee cost-sharing contributions will be made for the employee by the employee's employer. The employer shall deduct the amount of such employee contributions from the employee's wages and retain the amounts so deducted as reimbursement for the employee contributions that the employer had made for the employee.

Opt Out Options

(2003 National Agreement)

(g) During a prescribed election period preceding the first day of April, 2004, and preceding each January 1 thereafter, employees may certify to the Plan or its designee in writing that they have health care coverage (which includes medical, prescription drug, and mental health/substance abuse benefits) under another group health plan or health insurance policy that they identify by name and, where applicable, by group number, and for that reason they elect to forego coverage for foreign-to-occupation health benefits for themselves and their dependents under the Plan and under any Hospital Association plan in which they participate. Such election is hereafter referred to as an "Opt-Out Election" and, where exercised, will eliminate an employer's obligation to make a contribution to the Plan and/or dues offset payment to a Hospital Association for foreign-to-occupation health benefits for the employee and his dependents.

Each employee who makes an Opt-Out Election will be paid by his employer \$100 for each month that his employer is required to make a contribution to the Plan on his behalf for life insurance and accidental death and dismemberment benefits as a result of compensated service rendered, or vacation pay received, by the employee during the prior month; provided, however, that the employee's Opt-Out Election is in effect for the entire month.

If an event described below in the final paragraph of this subsection (g) occurs subsequent to an employee's Opt-Out Election, the employee may, upon providing the Plan or its designee with proof satisfactory to it of the occurrence of such event, revoke his or her Opt-Out Election. An employee may also revoke his or her Opt-Out Election by providing the Plan or its designee with proof satisfactory to it that, after the employee made the Opt-Out Election, a person became a dependent of the employee through a marriage, birth, or adoption or placement for adoption. An employee who revokes an Opt-Out Election will, along with his or her dependents, be once again covered (effective the first day of the first month following such revocation that the employee and/or his dependents would have been covered but for the Opt-Out Election the employee had previously made) for foreign-to-occupation health benefits under the Plan or, in the case of an employee who is a member of a Hospital Association, by the Plan (for dependent coverage) and by the Hospital Association (for employee coverage). See Side Letter No.6.

The following events are the events referred to in the immediately preceding paragraph:

- (1) the employee loses eligibility under, or there is a termination of employer contributions for, the other coverage that allowed the employee to make the Opt-Out Election, or
- (2) if COBRA was the source of such other coverage, that COBRA coverage is exhausted.

Section 2 - Pre-Tax Contributions

Employee cost-sharing contributions made pursuant to this Part shall be on a pre-tax basis, and in that connection a Section 125 cafeteria plan will be established pursuant to this Agreement.

FLEXIBLE SPENDING ACCOUNTS

Cafeteria plan arrangements shall be effectuated, as soon as practicable, in connection with the NRC/BLE Plan that satisfy the requirements of Section 125 of the Internal Revenue Code and all other pertinent provisions of applicable law and that permit an employee to choose on a pre-tax basis (to the extent allowable under the Internal Revenue Code) between receiving his/her wages in full or receiving less than such full wages and applying such wage deduction to medical expense reimbursements (in an amount no greater than \$3600.00 per year), dependent care assistance benefits (in an amount per month that is no greater than that permitted under Section 129 of the Internal Revenue Code), and/or benefits under the BLE's insured short-term disability plan (in an amount no greater than \$30.00 per month).

OFF TRACK VEHICLE

(From 1969 National – amended with 2003 MOA)

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this Agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are:

- (1) deadheading under orders or
- (2) being transported at carrier expense.

(b) Payment to be made:

In the event that anyone of the losses enumerated in subparagraph (1), (2) and (3) below results from an injury sustained directly from accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(see 2003 MOA below)

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for anyone accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for anyone accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for anyone accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employe a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death

Payment of the applicable amount for accidental death shall be made to the employe's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employe, for the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

(1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;

- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of any accidental cut or wound.
- (4) Accident occurring while the employe driver is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While the employe is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employe is commuting to and/or from his residence or place of business.
- (e) Offset:

It is intended that this Article IV is to provide a guaranteed recovery by an employe or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employe or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employe or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employe or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employe or his personal representative unless such employe, or his personal representative, as the case may be, stipulates as follows:

“In consideration of the payment of any of the benefits provided in Article IV of the Agreement of March 10, 1969 (employe or personal representative) agreed to be governed by all of the conditions and provisions said and set forth by Article IV.”

2003 Article IX - Off-Track Vehicle Accident Benefits

Article IV(b) of the March 10, 1969 BLE Agreement, as amended by Article X of the July 26, 1978 BLE Agreement, is further amended as follows effective on the date of this Agreement.

Section 1

Paragraph(b)(1) - Accidental Death or Dismemberment of the above referenced Agreement provisions is amended to read as follows:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to anyone employee or his personal representative as a result of anyone accident.

Section 2

Paragraph (b)(3) - Time Loss of the above-referenced Agreement provisions is amended to read as follows:

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment

of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

Section 3

Paragraph(b)(4) - Aggregate Limit of the above-referenced Agreement provisions is amended by raising such limit to \$10,000,000.

INTERCHANGE SERVICE

INTERCHANGE SERVICE -YARD, BELT LINE AND TRANSFER CREWS (From Article IV of National Agreement of May 13, 1971)

1. Where a carrier has the right to make interchange movements with yard, belt line or transfer engine crews, such crews may be required to handle interchange movements to and from a connecting carrier without being required to run light in either direction.

Note: This provision does not preclude the carrier from making interchange movements on tracks over which it may acquire rights to operate in the future, nor does it preclude the employees from opposing the granting of such rights.

2. Work equities between carriers previously established by agreement, decision or practice, will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

3. Where a carrier does not now have the right to designate additional interchange tracks it may designate such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins designating additional interchange tracks hereunder will be furnished the General Chairman or General Chairmen involved prior to the effective date.

4. If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that anyone interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

5. The foregoing provisions are not intended to impose restrictions with respect to interchange operations where restrictions did not exist prior to the date of this Agreement.

6. Every employe deprived of employment as the direct or indirect application of the foregoing provisions shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May .21, 1936, except that the 60% of the average monthly compensation will be changed to 100% (less earnings in outside employment) and be extended to

provide periods of payment equivalent to length of service not to exceed 5 years, and to provide further that allowances in Section 7(a) be increased by subsequent general wage increases.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employe under such agreements, in lieu of the benefits provided in this Article.

(u) This will not prevent the use of crews assigned to transfer service in switching or other service or vice versa.

Interchange (Letter Of Understanding April 1979)

The following shall apply in reciprocal interchange with foreign lines at Kansas City and Chicago Terminal:

"If a bad order car is discovered before the receiving carrier's crew has taken charge of the delivery, it will be switched out by the delivering carrier's crew. If a bad order car is discovered after the receiving carrier's crew has taken charge of the delivery, it will be switched out by the receiving carrier's crew."

INTERDIVISIONAL SERVICE

(Article IX, 1986 National Agreement)

Note: As used in this Agreement, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

An individual carrier may establish interdivisional service, in freight or passenger service, subject to the following procedure.

SECTION 1 - NOTICE

An individual carrier seeking to establish interdivisional service shall give at least twenty days' written notice to the organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

Section 2 - Conditions

Reasonable and practical conditions shall govern the establishment of the runs described, including but not limited to the following:

- (a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.

- (b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

- (c) When a crew 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, the carrier shall authorize and provide suitable transportation for the crew.

Note: Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

- (d) On runs established hereunder crews will be allowed a \$4.15 meal allowance after 4 hours at the away from home terminal and another \$4.15 allowance after being held an additional 8 hours.

- (e) 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.

- (f) The foregoing provisions (a) through (e) do not preclude the parties from negotiating on other terms and conditions of work.

SECTION 3 – PROCEDURE

Upon the serving of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of 20 days following the date of the notice. If they are unable to agree, at the end of the 20-day period, with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Section 4. This trial basis operation will not be applicable to runs which operate through home terminals.

SECTION 4 - ARBITRATION

- (a) In the event the carrier and the organization cannot agree on the matters provided for in Section 1 and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 30 days after arbitration is requested by either party. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.

- (a) The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the carrier if and when such interdivisional service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of the organization party to said arbitration.

SECTION 5 - EXISTING INTERDIVISIONAL SERVICE

Interdivisional service in effect on the date of this Agreement is not affected by this Article.

SECTION 6 - CONSTRUCTION OF ARTICLE

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional service where restrictions did not exist prior to the date of this Agreement.

SECTION 7 - PROTECTION

Every employee adversely affected either directly or indirectly as a result of the application of this rule 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.

Any employee required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

This Article shall become effective June 1, 1986 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date. Article VIII of the May 13, 1971 Agreement shall not apply on any carrier on which this Article becomes effective.

It was understood that except as provided herein, other articles contained in this Agreement, such as (but not limited to) the final terminal delay and deadhead articles, apply to employees working in interdivisional service regardless of when or how such service was or is established. However, overtime rules in interdivisional service that are more favorable to the employee than Article IV, Section 2, of this Agreement will continue to apply to employees who established seniority in engine service prior to November 1, 1985 while such employees are working interdivisional runs established prior to June 1, 1986.

Illustrations of maintaining present overtime rule for existing interdivisional runs without standard overtime rules are shown below: [Based on 104 mile basic day which becomes effective July 1, 1986]

Overtime calculated on basis of 25 m.p.h.

250 mile run

On duty 11 hours (1 Hour overtime)

Basic day of 104 miles

Daily rate \$111.43

Mileage rate \$1.0819

Pay:

Basic day \$111.43

Overtimes (250-104) x \$1.0819 157.96

Overtime 11-(250/25) x (111.43/8 x 1.5 20.89

Total \$290.28

Overtime calculated after 9.5 Hours on duty

200 mile run

On duty 10 hours

Basic day of 104 miles

Daily rate \$111.43

Mileage rate \$1.0819

Pay:

Basic day \$111.43

Overtimes (200-104) x \$1.0819 103.86

Overtime 10-9.5 x (\$111.43/8) x 1.5 10.45

Total \$225.74

The overtime provisions of Article IV, Section 2, of this Agreement will apply to employees who established seniority in engine service prior to November 1, 1985 while such employees are working interdivisional runs established subsequent to June 1, 1986. They will also apply to employees who established seniority in engine service on or after November 1, 1985 regardless of when the Interdivisional runs on which they are working were established. (From Side Letter 9A)

Can established Interdivisional Service be extended or rearranged under this Article?

(Discussion retained but not reproduced)

Answer to Issue No. 3: Yes to the extent consistent with the Committee's Opinion.

LAY OFFS

(Memorandum of Agreement 3/2/1979)

In a lay-off of ten days or less duration account illness or injury, verbal contact will be made with Carrier's designated representative. When lay-off is to exceed ten days, account illness or injury, a doctor's recommendation must be presented in an employe's behalf within the following ten day period, to avoid being subject to absence without leave, indicating the inability of the employe to perform his normal duties, in which case no formal leave of absence will be required to cover the period of time contained in the doctor's recommendation.

In the event the doctor's recommendation for leave of absence does not contain a specific period of time for which the leave should be granted, a 45-day limit shall be imposed, calculated from the date of the doctor's letter.

An employe confined to a hospital will not need such recommendation to cover this period of confinement, but after release from the hospital will present either a recommendation indicating ability to return to unrestricted service or provide in his behalf a recommendation from his attending physician to remain off duty for an approximate period of time, which period need not be covered by formal leave of absence, but must be presented in his behalf within the period specified.

In each instance when, in the attending physician's opinion, an employe is unable to return to unrestricted service, another recommendation must be presented in behalf of the employe prior to the expiration of the period of time covered by the prior recommendation. Failing to do so will subject the employe to absence without leave. During this period(s) of time, employe is forbidden from engaging in outside employment or business unless written authority is granted by the Carrier.

An employe whose continuous absence extends beyond one year shall be required to submit formal leave of absence request for such period(s).

It is understood between the parties this agreement is not applicable to any employe who is confined to a hospital or similar institution as a result of a court order or sentence, or in lieu thereof. (2/23/1982)

When verbal authority is obtained, engineers will be permitted to layoff account personal business when the exigencies of the service will permit. (6/18/1982)

Laying Off (1990 MOA)

The Carrier will maintain a sufficient number of engineers to permit reasonable layoff privileges and to protect vacancies, vacations, and other extended vacancies.

LAYING OFF UNION BUSINESS – “CHASING TURN”

(a) when a duly-elected local chairman, acting local chairman, local president or local secretary-treasurer of the Brotherhood of Locomotive Engineers, who is working as an engineer in pool freight service or on an extra board, lays off to attend a bonafide union meeting, represent an employe in a formal investigation, or meet with Carrier official on items such as discussing time claims, grievances, and/or related schedule matters, and while so laying off his turn works up to first-out, it will be held in that position until he reports back to work. If, while so laying off for any of the purposes stated herein, his turn is run around by engineer or engineers further down on the working board, said union officer laying off will, upon completion of first round trip or tour of duty following the lay-off period which returns him to the home terminal, be restored to the same relative position with respect to engineer or engineers running around him that he held prior to laying off, the union officer to advise the crew clerk of his proper position on the board.

(b) In the application of the foregoing provisions of paragraph (a), a union officer desiring to avail himself of the provisions of this rule must so advise the crew clerk or person in charge of handling the board at the time of laying off. It is understood that said union officer must, following conclusion of business for which he laid off, report back to work as soon thereafter as reasonably possible.

NOTE 1: In the application of the foregoing a union officer laying off for the purposes stipulated will not be considered as laying off or missing a call.

NOTE 2: Agreement rules are amended as necessary to permit handling required under this rule without penalty to the Railway company. In the event a union officer is required to make a turnaround trip out of the away-from- home terminal and cannot be restored to his original turn

at the home terminal as a result thereof, no further attempt will be made to return him to his proper standing on the board.

JURY DUTY

(1990 Memorandum of Agreement)

(a) When an engineer is summoned for jury duty and is required to lose time from his assignment as a result thereof he will be paid for actual time lost with a minimum or a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An engineer must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day on which the engineer is entitled to vacation or holiday pay.

BEREAVEMENT LEAVE

(1996 Memorandum of Agreement)

Effective with the implementation of this agreement, Article XI of the January 1, 1990 agreement between the BLE and ATSF is superseded by the following:

Bereavement leave will be allowed in case of the death of an engineer's brother, sister, parent, child, spouse, or spouse's parent; death of a half-brother or half-sister; death of a stepbrother, stepsister, stepparent or stepchild.

NOTE: This rule is also applicable to a family relationship through the legal adoption process.

In such cases, three (3) basic days' pay at the rate of the last service rendered will be allowed anytime during the seven (7) days following the date of death provided the engineer is off on those days. An engineer need not have stood to work on one or more of the days in order to receive bereavement leave pay.

NOTE: Bereavement pay will not be applicable during an engineer's vacation. Also, if an engineer qualifies for holiday pay on a holiday which occurs on a day the engineer also qualified for bereavement leave pay, he will only be entitled to one basic day's pay for that day.

Engineers involved will make provision with their supervisors in the usual manner for taking bereavement leave.

In the application of existing bereavement leave rules, grandchildren will be added to the specification of relatives giving rise to eligibility for such payments. (2003 MOA)

AUTOMATIC MARKUP

(1996 Memorandum of Agreement)

When an engineer is off work for any reason, e.g., layoff for personal business, observance of an annual leave day, vacation of less than ten (10) days' duration, sickness, sickness in family, or bereavement, he will be automatically marked up and expected to be available for service at the end of the layoff period. Should an engineer desire to extend his layoff, he must request the extension prior to the time his layoff is scheduled to end.

EXTRA ENGINEERS LAYING OFF OR NOT AVAILABLE FOR CALL (ARTICLE 24)

An engineer on the freight extra board who is not available for call when he stands to protect other than pool freight service or who lays off when he stands to protect other than pool service will not be marked up on the extra board until the engineer who protects such service returns to the home terminal, at which time he will, if available, be marked up immediately behind the engineer who protected the service; provided, however, that if the call referred to in the foregoing is to protect service at an outside point, the engineer who does not protect his turn may, if he so desires, relieve the engineer who protects the service, no deadhead pay to be allowed the engineer who failed to protect his turn for either the trip to or from the outside point.

LAY OFF ON MILES

FROM LETTER AGREEMENTS dated April 13, 1960, and February 14, 1963, between General Manager Olson and General Chairman Potter and Letter Agreement dated May 31, 1963, between General Manager Stuppi and General Chairman Potter:

IT IS AGREED THAT:

Item (1) - Marking up engineers for service following layoff on miles within their checking periods

(a) An engineer in unassigned road or yard service laying off on miles will be marked up for service at the foot of the board at 12:01 a.m. on the date of the start of his next checking period unless he secures permission in advance thereof from the proper authority to lay off.

(b) An engineer in assigned road or yard service laying off on miles will be marked up for service as of 12:01 a.m. on the date of the start of his next checking period unless he secures permission in advance thereof from the proper authority to lay off.

February 23, 1982

Referring to Memorandum of Agreement dated March 2, 1979, concerning lay offs account illness or injury:

It is understood between the parties this agreement is not applicable to any employe who is confined to a hospital or similar institution as a result of a court order or sentence, or lieu thereof.



LEAVES OF ABSENCE, SERVICE LETTERS, EMPLOYMENT APPLICATIONS (ARTICLE 23)

- (a) Leave of absence will not be granted engineers for more than ninety (90) days except as provided herein:
- (b) An engineer who fails to report for duty at the expiration of the leave of absence shall be considered out of service, except that when failure to report on time is the result of unavoidable delay the leave will be extended to include such delay.
- (c) In case of sickness or injury the Carrier will, upon written request supported by doctor's recommendation, grant engineer leave of absence and extend such leave until engineer is released by the doctor, provided it shall be the obligation of the employee to request an extension to a leave of absence as soon as he is physically capable of doing so.

Appendix No. 30

10-Day Minimum for Formal Leaves of Absence

Letter Agreement, General Managers Briscoe and Fitzgerald to General Chairmen McFather and Miller, October 31, 1974:

Referring to our discussions, date, with respect to problem being encountered in the application of Section 1: of the Memorandum of Agreement' effective July 1, 1973, i.e. what shall be considered as permanent vacancy and filled by standing bids:

As related to you, it is apparent that advantage has been taken of the language in the rule by seeking formal leave of absence for ten or more days and then after the position is filled by standing bid, reporting for duty when the employe may not have observed one or more of the days of the leave of absence. To prevent any further recurrences of this nature, it was agreed that hereafter an engineer or a fireman (helper) who is granted formal leave of absence for ten or more days will be obligated to observe a minimum of ten days and will not be permitted to mark up available for service until after the expiration of the tenth calendar day. Arrangements will be made so that all concerned will be placed on notice as to this arrangement which is to become effective November 15, 1974.

- (d) Engineers accepting an elective or appointive position with a State Commission or the Interstate Commerce Commission or engaging in B. of L. E. Committee or Legislative work including Local, General or Grand Lodge offices, will, upon request, describing the nature of their work, be granted a leave of absence by letter for period so employed, including a 30-day separation period prior and subsequent to duration of assignment.

(e) It is further agreed, subject to approval of the General Chairman and the General Manager, the same privilege will be granted to engineers elected to City, County, State and Federal offices.

(f) It is mutually understood that, for record purposes, after leave of absence has been granted by letter as set forth in the foregoing, regular leave of absence form will be provided by the Carrier and signed by the employe.

(g) When engineers leave the service of the Company of their own volition, they shall not be reinstated.

(h) When engineers leave the service of the Company they shall be given letter stating time of their service, in what capacity employed, and cause for leaving the service. Such letter is to be given at the time of leaving service, and shall be signed and stamped by the Division Superintendent, and service letters from other roads shall be returned to them.

MEALS AND LODGING

Expenses Away From Home (Letter of Understanding 5/13/1971)

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis.

The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

Effective June 1, 1971 Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover extra men filling temporary vacancies at outlying points subject to the following additional conditions:

- (a) The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.
- (b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

(1971 National)

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

NOTE : For the purposes of Sections 1 and 2 of this Article II, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

(From Article VII of National Agreement of May 13, 1971, as amended by Letter Agreement NRLC Chairman Dempsey to Grand Chief Engineer Coughlin dated February 9, 1972)

1. Effective June I, 1971 Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover extra men filling temporary vacancies at outlying points subject to the following additional conditions:

(a) The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which calling is maintained, or 60 miles or more from the reporting point of the extra list from which called.

(b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

2. Effective February 11, 1972, the meal allowance provided for in Article I , Section 2 of the June 25, 1964 National Agreement is increased from \$1.50 to\$2.00, and an additional \$2.00 meal allowance will be provided after being held an additional 8 hours.

LODGING FOR EXTRA EMPLOYEE HELD AT OUTLYING FOR MORE THAN ONE TOUR OF DUTY

(Letter of Understanding 2/26/74)

In connection with application of Article VII -Expenses Away from Home of the May 13, 1971 Agreement, it was understood that hereafter extra engineer used as an outlying point to protect an assignment thirty or more miles from the terminal limits or sixty or more miles from the reporting point of the extra list (point of supply) will require payment of lodging as well as meals when tied up four hours or more at the outlying point prior to going on duty for the first tour of duty except the lodging benefits will apply only when the extra employe is held at the outlying point for more than one tour of duty.

AWAY FROM HOME MEAL ALLOWANCE

(2007 Memorandum of Agreement)

On July 1, 2007, away from home terminal meal allowance payments for locomotive engineers will be increased from \$6 to \$8, and this \$8 meal allowance will then be subject to any subsequent general wage increases and/or COLAs. This increase does not apply to run-through meal allowances or any other meal allowances that were previously tied to the amount of the away from home terminal meal allowance.

LODGING

Road engineers will not be tied up between their terminals except at points where food and lodging can be procured.

(From Section 16 of National Agreement dated August 11, 1948.)

SUITABLE LODGING AND PAYMENT IN LIEU OF

(Letter of Understanding 6/18/1982)

"The following will meet the standards of "suitable lodging" when provided by Carrier at commercial hotel or motel:

- (a) Single occupancy, private room, heat and cooling subject to control in each room space for hanging clothes; window(s) to have blind or drape installations to curtail light during daylight hours and carpeting in not less than bed area.
- (b) Room will contain bed with mattress and box springs or the equivalent; pillows; sufficient covering; chair; lamp; telephone; T.V.; dresser and table or dresser-table combination, and drinking containers.
- (c) Room will have private connecting bath equipped with standard bath facilities and supplied with bath and face towel, wash cloth and soap.
- (d) Following each occupancy, room will be cleaned, linen changed and supplied with clean towels and wash cloth.
- (e) If an employe is assigned a room which does not meet the criteria outlined herein, request may be made for reassignment to an available room.

(f) Where lodging cannot be provided within a reasonable distance of the on and off duty point, transportation will be provided.

(g) In the event question is raised as to whether or not a designated facility meets the criteria contained herein, joint inspection will be made by superintendent, or designated representative, and the Local Chairman. Should question be raised, upon assignment, as to whether or not a room is 'suitable', local supervision may adopt the procedure, if so desired, of publishing telephone number to call that will place the employe in contact with designated Carrier supervisor who will, at that time, make inspection and investigation of the complaint.

Facilities constructed for Carrier's use will conform to the criteria set forth herein except the individual rooms will not provide telephone or T.V.

Instead recreation room will be available which will be equipped with T.V.

NOTE: It is understood the criteria set forth above will not require the Carrier to change any of the present lodging facilities but will govern for future designations.

(1) Engineers who qualify for lodging at Carrier's expense will have the option of an allowance of \$10.00 in lieu thereof.

NOTE: The following is not applicable at locations where lodging is constructed for Carrier's use, unless otherwise agreed to.

(2) The choice of being furnished lodging or the allowance in lieu thereof, will be made in writing not later than September 1, 1982, and subject to change only on ten (10) days written notice prior to September 1st of each year thereafter, to become effective October 1st of each year.

(3) The allowance of \$10.00 will not be subject to general wage increases or increases applicable to arbitrables or special allowances. The \$10.00 allowance will be subject to cost of living adjustments at the end of each calendar year with a maximum equal to the percentage adopted in subsequent National Agreements which dispose of Section 6 Notices dealing with wage increases. The cost of living increase or decrease will be determined from the Consumer Index utilized by the National Carriers' Conference

Committee calculated on the percent of increase or decrease when comparing September of the prior year to September of the current year, to be effective January 1 of each year.

- (4) The allowance provided in section 1 hereof will satisfy any requests for transportation between the on and off duty points and any lodging facility as well as between those locations and any eating facility.
- (5) The parties to this Agreement shall not serve or progress, prior to 60 month following effective date of this Agreement, any notice or proposal for changing the allowance (\$10.00), or the methods and procedures to determine COLA increases or decreases set forth in Section 3 hereof.

WAITING FOR LODGING

We agreed that all future and pending "Waiting for Lodging" claims will be handled as follows:

If a room is not available when the engineer arrives at the lodging facility where rooms are to be obtained, the engineer will be paid on a minute basis at the pro rata rate paid for the last service performed for all time in excess of 30 (thirty) minutes until a room is available.

It is understood the time under pay will continue uninterrupted if, after arrival at the primary lodging facility, the engineer must be transported to an alternate lodging facility due to no rooms being available at the primary lodging facility.

MILEAGE REGULATION

LOU 5/24/1984

IT IS AGREED that Appendix 16(d) to the Engineer's schedule is abrogated and, in its place, the following will apply:

(d) (1) Should an engineer fail to register his miles, fail to register correctly his accumulated mileage in his checking period, or fail to lay off after obtaining maximum mileage, he will upon written request from the Local Chairman of the BLE to the Superintendent or his designated representative, have 300 miles added to his accumulated mileage. This penalty is to apply for each violation so requested by the BLE Local Chairman.

(2) Should an engineer willfully violate the mileage regulation, he will, upon written request of the BLE Local Chairman to the Superintendent or his designated representative, have 100 miles added to his accumulated mileage for each 100 miles or fraction thereof that he has exceeded the maximum limitation. If this results in excessive mileage for the checking period, that mileage will be carried over to the next checking period.

Should an engineer fail to layoff to repay the excessive miles, he will, upon written request by the BLE Local Chairman to the Superintendent or his designated representative, be held out of service one day for each 100 miles or fraction thereof that he is in violation of the agreement, including penalty.

MILEAGE REGULATION – LINE MILES

(Letter of Understanding 6/7/1982)

In the application of Article 19, Eastern and western Lines (except the Northern and Southern Divisions), inconsistencies have, over the years, developed in what mileage shall be counted. In order to have uniform application, only line miles will be utilized in the mileage regulation of pool freight turns and extra boards.

MILEAGE REGULATION – DEADHEADS

(Letter of Understanding 4/11/1974)

This is to advise that effective May 1, 1974 we would be agreeable to instituting on a trial basis, subject to 20-days written notice by either party on the other of its decision to cancel this understanding, the reduction of deadhead miles by 20% insofar as concerns the number of miles to be charged for mileage limitation and regulation purposes. In other words, an employee who is allowed 100 miles deadhead will only be charged 80 miles insofar as concerns the mileage chargeable for limitations and regulation purposes.

PAY RULES

DUPLICATE PAYMENTS (ARTICLE 1)

(a) No payment of arbitraries or special allowance rules shall operate to produce duplicate payment in either time or mileage.

1986 National Agreement Duplicate Time Payments (Article IV, Section 5)

(a) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in engine or train service is established on or after November 1, 1985.

(b) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by this Agreement shall not be subject to general, cost-of-living or other forms of wage increases.

CERTIFICATION PAY

On July 1, 2009 and thereafter, Engineers' Certification Pay, established by Arbitration Award 564 dated March 12, 1997, will be subject to any general wage increase and/or COLAs.

RATE PROGRESSION

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in engine or train service is established on or after November 1, 1985, will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service in engine and/or train service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

SERVICE SCALE

(Article VI, 2003 National Agreement)

Section 1

Any employee who is subject, on June 30, 2004, to Article IV, Section 5 of the November 7, 1991 BLE Implementing Document shall be compensated, on and after July 1, 2004, at the full rate of the position when working as a locomotive engineer.

Section 2

Local miles that adjust compensation for employees based on length of service on carriers that are not covered by the aforementioned Article IV, Section 5 are hereby amended in the same manner as provided in Section 1.

Section 3

Each carrier covered by this Article shall establish a Service Scale that shall be applicable to all employees whose seniority in engine or train service is established on or after July 1, 2004. Such Service Scale shall conform to the rules in effect on such carrier on June 30, 2004 that adjust employee compensation based on length of service (including the aforementioned Article IV, Section 5 where and to the extent applicable).

The carrier shall make arrangements with the applicable organization representative(s) for a process to review such preexisting rules prior to establishment of the Service Scale.

MAKE WHOLE

(Letter of Understanding 11/17/1977)

A regular assigned engineer used in other service will be entitled to not less than he would have made on his regular assignment.

NOTE: When used in other service in accordance with schedule rules and/or interpretations no adjustment is required.

Also applicable to pool freight engineer see award 11, PLB#3359

ATTENDING LAWSUITS (ARTICLE 27)

(a) Engineers attending lawsuits or performing other similar service, in the interest of the Company, shall be allowed pay per day, according to class of service and location and necessary expenses:

MEETING WITH CARRIER OFFICERS

(Letter of Understanding 11/7/1977)

Engineers instructed by the Carrier to attend a meeting or confer with Carrier Representatives while off duty, which requires engineer to leave his residence, will be paid actual time consumed in said meeting with a minimum of four (4) hours pro rata at the rate of last service performed. Attendance at rules classes and formal investigations is not covered by this rule.

DIRECT DEPOSIT OF PAYROLL CHECKS

Each engineer shall participate in the program providing for the direct deposit of payroll checks into the employee's bank account. This provision will become effective with a sixty-day notice by the Carrier to the employees.

PROFIT SHARING

The following agreement is made pursuant to Article II - Optional Alternative Compensation Program of the December 16, 2003 National Agreement between BNSF, other Carriers represented by the National Carriers' Conference Committee, and the employees of such Carriers represented by the Brotherhood of Locomotive Engineers.

Article I-Alternative Compensation Program

Section I-Profit Sharing

- (a) A new profit sharing plan shall be established for all BNSF engineers, effective January 1, 2004, according to the following terms.
- (b) Under the new plan ("PS" Plan), each BNSF engineer may receive a profit sharing payment no later than April 30 of the year immediately following each "performance" (calendar) year, the first one of which shall be 2004. For 2004, for each engineer, said payment shall have a maximum potential of (be up to) six percent (6%) of the engineer's regular earnings (regular earnings exclude such things as any bonus or lump sum under this Agreement, any retroactive payment not attributable to 2004 earnings, benefit buy-out payment, moving/real estate benefit, previous year's profit sharing payment, etc.) as an engineer on BNSF property in the performance year. If the wage snap-back option provided for in Section 3 of this Article is not exercised, then for performance year 2005 and each subsequent performance year, the maximum potential shall be eight percent (8 %), otherwise applied as indicated above for 2004.

Each engineer's profit sharing payment will be determined based on the same company-wide goals, the same apportionment among the goals and the same performance standards in meeting those goals as are used for that performance year in the Incentive Compensation Plan for exempt employees ("ICP").

The payout on each goal depends on the attainment of specific, pre-announced targets for the goals and the approval of the ICP Committee. Presently, a 150% payout level for the ICP is equal to a 100% payout under the engineers' plan. Therefore, as an example, for performance year 2004, if the company has an ICP payout level at the 150% point, each engineer would get 6% as a profit sharing payment; if the company has an ICP payout level at the target (the ICP 100% point), each engineer would get 4%; and if the company has an ICP payout level at the 50% point, each engineer would get 2% as a profit sharing payment. For each performance year, the actual payout level will be as determined by the ICP Committee, and the same ICP goals and method applied for exempt employees in the Operating Department will be used for BNSF engineers, in accord with the financial result intended in the previous example.

(c) For performance year 2004 only, regardless of what the formula and computation as described just above produce, an engineer would receive no less than 33% of the maximum profit sharing potential, or, in other words, 2% of the engineer's regular earnings as a BNSF engineer, as a profit sharing payment for that performance year. There is no minimum payment guarantee for any subsequent performance year.

(e) If the design of the BNSF ICP itself (not the type or level of specific goals set from year to year) is ever changed in a way materially separating the interests of engineers under the engineers' plan from the interests of BNSF operating employees covered by the ICP, then the parties shall meet promptly to revise the PS Plan in a way which does not so separate the interests of engineers covered by it. If the parties cannot so agree, they shall submit the matter to expedited, parties-pay, final and binding arbitration before a single neutral. In such event, the arbitrator shall have jurisdiction exclusively to reformulate the PS Plan in a way which has no material adverse effect on either covered engineers or BNSF and which effectuates the intent represented here in view of the changed conditions.

Section 2 - Handling of General Wage Increases

Effective January 1, 2004, standard basic daily rates of pay for employees represented by BLE in effect on December 31, 2003 shall be reduced by one (1) percent. The two and one half (2-1/2) percent general wage increase otherwise scheduled for July 1, 2004 and the national "Disability Insurance Plan", and the \$40.00 per month employer contribution to such plan, otherwise provided for under the National Agreement, are eliminated in their entirety and shall not become effective at BNSF.

Nothing in this Agreement alters in any way the terms (coverage, etc.) of any profit sharing agreement in effect prior to this Agreement.

(Following from 1996 MOA applies to engineers on former ATSF rosters)

Effective January 1, 1996, Articles II and IV and "Attachment B" in the January I, 1990 agreement between the BLE and ATSF are rescinded in their entirety, and the cost-of-living("COLA") adjustment and profit sharing plan provided for there are terminated (although ATSF engineers' profit sharing based on 1995 results will still be distributed, no later than April 30, 1996). In place of the terminated COLA and profit sharing plan, a new profit sharing plan shall be established for ATSF engineers, effective January 1, 1996, according to the following terms.

Under the new plan ("PS" Plan), each ATSF engineer may receive a profit sharing payment no later than April 30 of the year immediately following each "performance" (calendar) year, the first one of which shall be 1996. Such payment shall have a maximum potential of (be up to) four percent (4%) of the engineer's regular earnings (regular earnings exclude such things as any benefit buy- out payment, moving/real estate benefit, previous year's profit sharing payment,

etc.) as an engineer on ATSF property in the performance year, except any earnings based on his service as a yard engineer and any based on his service as a road switcher engineer. These base earnings (regular engineer earnings excluding any received for yard and/or road switcher service) are the engineer's "covered regular earnings" for purposes of the PS Plan.

The actual share (up to but not greater than 4%) of each engineer's covered regular earnings which the payment shall be for a given performance year, shall be determined by and be equal to the level of (percentage of maximum potential) payout made under the Incentive Compensation Plan for exempt employees ("ICP") for the same performance year, based on the company-wide goals set specifically for that performance year under the ICP. [Currently, the types of company-wide goals relate to: net revenue from operations ("NRFO") achievement, on-time performance achievement, and safety (injury-free) achievement.] Eighty percent (80%) of each engineer's PS Plan total payment (up to 4% of his covered earnings) shall be based on the company-wide NRFO goal achievement, ten percent (10%) shall be based on the company-wide on-time performance goal achievement, and the remaining ten percent (10%) shall be based on the safety (injury-free) goal achievement.

As an example, if for a particular performance year, the ICP payout level for the NRFO goals ends up at 100% of maximum, the ICP payout level for the on-time goal ends up at 80% of maximum, and the ICP payout level for the safety goal ends up at 90% of maximum, then the engineer's PS Plan payment for the performance year would equal 3.88% of his covered regular earnings (80% of 4% x 100%, plus 10% of 4% x 80%, plus 10% of 4% x 90%).

If the **design** of the BNSF ICP itself (not the specific NRFO, on-time, or safety goals set from year to year) is ever changed in a way materially affecting its impact on engineers covered by the PS Plan provided for in this Article of this Agreement, then the parties shall meet promptly to revise the PS Plan in a way which does not adversely affect the interests of engineers covered by it. If the parties cannot so agree, they shall submit the matter to expedited, parties-pay, final and binding arbitration before a single neutral. In such event, the arbitrator shall have jurisdiction exclusively to reformulate the PS Plan in a way which has no material adverse effect on either covered engineers or the Carrier and which effectuates the intent represented here in view of the changed conditions.

(Following from 2007 MOA)

To ensure that there will be a full "2-for-1" trade under the Alternative Compensation Agreement and Section A of this Article, effective with the profit sharing payment for 2007 (on the checks issued in early 2008) the maximum potential shall be 8.08% (rather than 8.0%) for the first half of the year; for the second half of 2007 and in each year thereafter, the maximum potential shall be 12.08% (rather than 12.0%).

FLEXIBLE SPENDING ACCOUNT

Section 1

Article I, Section 5(b) and Article IV, Section 5 - "Short Term Disability" of the BLE 2003 National Agreement shall not become effective or otherwise apply at BNSF. Instead, BNSF will establish an IRC Section 125 cafeteria plan for locomotive engineers. This plan will have a flexible spending account that will allow engineers to set aside money on a before-tax basis to pay for eligible expenses incurred by the engineer and his/her eligible dependents.

Section 2.

The plan will also provide access to a variety of group insurance plans that will allow engineers to obtain coverage by paying premiums, on a pre-tax basis when possible.

Section 3.

This cafeteria plan is being established under applicable sections of the Internal Revenue Code and other applicable laws as they exist in 2003. If the Code, or other applicable laws subsequently change to the company's detriment, so that the company is to bear more than just administrative costs, the plan will be revisited, and the parties will reach a resolution that fairly accommodates their mutual interests, including, if necessary, resort to a mechanism like that under Article 1, Section 1(e).

This Agreement shall be effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT FT. WORTH, TX THIS 23rd DAY OF December, 2003.

401(K) RETIREMENT PLAN

(1990 Memorandum of Agreement)

Payroll deduction for two accounts:

a. Before tax

- company match on engineer's contributions of \$.25 on each dollar up to 4% of employee's engineer earnings.

- no withdrawals before retirement other than hardship as defined by IRS guidelines, one year suspension from participation following withdrawal.

- all contributions, dividends, capital gains and interest tax free until withdrawal.

b. After tax

- no company match

- may make withdrawals once each 90 days, but 10% penalty on interest earnings upon withdrawal.

- tax free accumulation of interest, dividends and capital gains until withdrawal.

Eligibility - one year of service with ATSF Railway Co. (current employees with one year of service are eligible).

Vesting - company match vested at 20% per year for five years based on service date with ATSF Railway Company (company match is fully vested from first contribution for current employees with 5 years or more service).

Termination - All vested funds will be paid to the engineer upon a cessation of employment with the company. Engineers dismissed and later reinstated may again participate in the plan, but will start at a zero account balance unless they refund the plan with their own money.

Amended by agreement effective Jan. 1, 2010

On March 1, 2011 and on each March 1 thereafter, BNSF will, to the extent legally permissible, make a single vested employer contribution to an employee's qualified 401(k) plan account in the amount of 1/4 of 1 % of the employee's earnings at BNSF in the engineer's craft during the preceding calendar year. Such engineer's earnings to which the percentage (0.25%) is applied include any ICP (profit sharing) payment actually made during the preceding calendar year, but exclude such things as any retroactive payment not attributable to the previous calendar year's earnings, benefit buy-out payment, moving/real estate benefit, and those payments listed as excluded from "regular earnings" on page 2 of our February 22, 2005 letter of understanding. If an eligible employee retires or dies, BNSF will make the contribution to the employee's account in the following year for the year of retirement or death. However,

a) If an eligible employee resigns or is permanently dismissed, BNSF will not be responsible for making a contribution to that former employee's account in the following year.

b) If an eligible employee is dismissed from service and is subsequently returned to work either through mutual agreement by the parties or through arbitration with pay for time lost, BNSF will make the required contributions for the period in question.

Section 2

For those eligible employees who are not already participating in the 401 (k) Plan when the Section 1 contribution is to be made, BNSF will automatically enroll such employees and provide the employees with all necessary informational materials for the investment of Plan funds. Employees who do not make timely investment elections will have their contributions invested in the Plan's default investment alternative, which currently is a target retirement fund using an asset allocation strategy designed for investors planning to retire on a date closest to the employee's normal retirement date.

PAY SYSTEM SIMPLIFICATION

(Article V, 2003 National Agreement)

(PART A - GENERAL)

Section 1 - General

The parties have agreed that the current pay system should be simplified. In agreeing upon a new pay system the following principles shall apply:

- (a) The new pay system will neither create nor result in additional pay-related costs for a carrier, nor gains for its employees, nor losses for pre October 31, 1985 employees, except insofar as those employees acquiring seniority in train or engine service subsequent to October 31, 1985 who, coincident with the establishment of Trip Rates pursuant to this Article, will have their Trip Rates calculated based upon elements of pay for which they were not eligible prior to the date of this Agreement. Except as otherwise provided herein, pay elements not specifically identified in Part B, Section 5 will continue to be covered by existing rules and will not be impacted by this Article.
- (b) The provisions of the new pay system will have no effect on work rules except where a pay element is incorporated in a Trip Rate.
- (c) Any pay element incorporated in a Trip Rate established hereunder will not be used to support a claim for that pay element relating to that trip, and carrier shall not be required to respond to any such claim.

Section 2 - Mutual Cooperation

The parties recognize that successful implementation of this Article is dependent upon the mutual cooperation of all involved. Therefore, a Joint Committee shall be established on each carrier party to this Agreement consisting of an equal number of organization and management participants. To the extent possible, the Committee shall consist of representatives from that property who participated in the negotiations leading to this Agreement. The initial responsibility of the Committee shall be to explain the intent of this Article to the affected employees and managers so that there will be a clear and consistent understanding as to the Article's purpose and intent

PART B – THROUGH FREIGHT SERVICE

Section 1 – General

A new pay system shall be implemented as provided in this Part for all employees covered by this Agreement working in through freight (assigned and unassigned) service.

Section 2 - Trip Rates

- (a) Each carrier shall develop Trip Rates for Starts in through freight service runs/pools. The Trip Rates shall incorporate the pay elements specified in Section 5 except as otherwise agreed by the parties or determined by the Disputes Committee established in Section 6 hereof. Once Trip Rates become effective for runs/pools, pay elements incorporated in such Trip Rates will not be used to support any claims for those pay elements relating to that trip. Pay elements not included in Trip Rates will continue to be covered by existing rules.
- (b) A Trip Rate shall be developed for each separate run/pool except as otherwise provided in Section 9.

Section 3 -Computation of Trip Rates

- (a) Trip Rates for through freight service runs/pools shall be derived as follows:
 - (1) add together all earnings attributable to the elements of pay to be incorporated in the Trip Rate actually paid to the employees (including extra employees) whose seniority in train service was established on or before October 31, 1985 ("Pre-85 Employees") for all through freight Starts involving service performed on such runs/pools during the Test Period;
 - (2) divide the earnings derived from the calculation in (1) above by the total through freight Starts made during the Test Period by the Pre-85 Employees (including extra employees) who performed service;
 - (3) the Trip Rate for each Start on such run/pool for all employees (including extra employees) shall be the dollar amount derived by the calculation set forth in (2);
 - (4) the earnings described in paragraph (1) above shall include all compensation attributable to the Starts described in paragraph (2) above and subsection (b) below.
- (b) For purposes solely of this Article, the term "Start" shall mean a fully compensated trip performed by the pool/run (including extra employees), including other trips such as

deadhead, hours of service relief, and turnaround service directly related to and performed by the pool/run.

- (c) Test Period. The parties agree that the differences in the prevailing operating conditions on each Carrier signatory to this Agreement warrant the establishment of Test Periods being developed on an individual railroad basis, pool/run by pool/run. The objective in developing Test Periods will be to establish a measurement which reflects a 12-month period of "normalized operations." Normalized operations as defined and used herein will mean an operating pattern which is not adversely affected by the implementation of a major transaction such as an acquisition, control or merger involving two or more Carriers or any other unusual or extenuating circumstances. The Carrier will bear by a preponderance of the evidence the burden of substantiating its reasons for selecting the Test Periods proposed for runs/pools.

Section 4 - Computation and Application Adjustments

- (a) In the computation and application of the Trip Rates described in Section 3 above, the adjustments set forth in subsection (b) and (c) shall be made, where appropriate:
- (b) Computation Adjustments:
- (1) If and to the extent that General Wage Increases and Cost of Living Adjustments (except as to pay elements which are not currently subject to wage adjustments) become effective during a Test Period, appropriate computation adjustments shall be made, but there shall be no duplication or pyramiding;
 - (2) Trip Rates shall be subject to adjustment for General Wage Increases and Cost of Living Adjustments (except as to pay elements which are not currently subject to wage adjustments) that become effective during the period from close of the Test Period to the effective date of the Trip Rate, but there shall be no duplication or pyramiding.
- (c) Application Adjustments:
- (1) General Wage Increases and Cost of Living Adjustments (except as to pay elements which are not currently subject to wage adjustments) that become effective on or after the effective date of a Trip Rate shall be applied, but there shall be no duplication or pyramiding.
 - (2) Trip Rates applicable to employees covered by rules adjusting compensation based on the employee's length of service with the carrier (such as Article IV, Section 5 of the November 7, 1991 BLE Implementing Document) shall be adjusted by such rules.

- (d) Each Trip Rate established pursuant to this Article shall be used solely to compensate employees for a Start in the involved run/pool. The Trip Rate shall not modify existing rules governing payment for personal leave, vacation, etc.

Section 5 - National Pay Elements

- (a) The following pay elements shall be incorporated in each Trip Rate except as otherwise agreed by the parties or determined by the Disputes Panel established in Section 6 of this Part:
- (1) payments attributable to mileage or time;
 - (2) payments attributable to terminal departure/yard runarounds;
 - (3) payments attributable to conversion of the employee's assignment to local freight rates;
 - (4) payments made, pursuant to agreement, to employees in lieu of being afforded meal periods, and penalty payments made to employees attributable to violations of rules relating to employees eating en route in through freight service (this does not apply to non-taxable meal allowances);
 - (5) payments made to an employee resulting from being required, in accordance with existing agreements, to "step up" in the employee's pool, which for this purpose shall mean taking a turn in such pool earlier than would otherwise be the case due to other sources of supply being exhausted.
 - (6) payments attributable to initial terminal delay;
 - (7) payments attributable to final terminal delay;
 - (8) payments attributable to deadheading;
 - (9) payments attributable to terminal switching (initial, intermediate and final).
- (b) In the establishment of Trip Rates for runs/pools pursuant to this Article, the parties may mutually agree to modify the National Pay Elements specified above, and/or to include additional pay elements, with respect to such Trip Rates. Pay elements not expressly included in Trip Rates will continue to be covered by existing rules.

Section 6 - National Disputes Committee

A National Disputes Committee ("Disputes Committee") is established for the purpose of resolving any disputes that may arise under this Article. Such Committee shall consist of the President of the BLE and the Chairman of the NCCC, and a neutral Chairman selected by the parties or, absent agreement, appointed by the National Mediation Board. Each partisan member may select others to serve on the Committee at his discretion. If the partisan members of the Committee are unable to agree on resolution of any dispute within ten (10) days after convening, the matter will be referred to the neutral Chairman for resolution. The neutral Chairman will resolve the dispute within ten (10) days after referral of the matter. Each party shall bear its own costs and shall equally share the fees and expenses of the neutral. Any resolution by the Committee or by the neutral shall be final and binding and shall be enforceable and reviewable under Section 3 of the Railway Labor Act.

Section 7 - New Runs/ Pools

Trip Rates for new runs/pools that existing agreements permit to be established may be so established based on Trip Rates for comparable runs/pools. Any dispute regarding such matters may be referred by either party to the Disputes Committee.

Section 8 - Material Changes

Trip Rates established pursuant to this Article shall be established in such a manner as to make them stable. If subsequent material changes occur that significantly affect a run/pool, the Trip Rate for such run/pool shall be adjusted to fairly reflect the changed circumstances occasioned by the material change. If the parties cannot agree on such adjustment, the matter may be referred by either party to the Disputes Committee. The burden of proof by a preponderance of the evidence shall rest on the party that contends that a material change that significantly affects a run/pool has occurred,

Section 9 - Implementation

(a) Runs/Pools. Trip Rates for runs/pools shall be implemented as follows:

Carrier will serve notice on the authorized Organization representative(s) that will include the following information:

- (1) Identification of runs/pools involved;
- (2) Test Period Proposed (consistent with Section 3(c));

- (3) Proposed Trip Rate(s) for the runs/pools, together with a summary of the underlying data supporting computation, based solely on incorporation of National Pay Elements set forth in Section 5 above;
- (4) Any proposed modifications to the National Pay Elements and/or additional pay elements to be incorporated with respect to the proposed Trip Rate(s) for the runs/pools, and a summary of the underlying data supporting computation of such Trip Rate(s).
 - (b) The parties shall meet within thirty (30) days after service of the carrier notice to discuss the carrier proposal and any related proposals made by the Organization. At the request of the Organization, carrier will provide opportunity to review all relevant carrier data supporting the proposed Trip Rate computations.
 - (c) Trip Rates for the runs/pools shall become effective as follows:
 - (1) On the date agreed to by the parties;
 - (2) Absent agreement or a written referral to the Disputes Committee, thirty (30) days after service of the Carrier notice, where Trip Rate is based solely on incorporation of the National Pay Elements; or
 - (3) Where the matter has been referred to the Disputes Committee, on the effective date of such Committee's resolution of the dispute.
 - (d) If the parties are unable, despite best efforts, to reach agreement on implementation of a Trip Rate for a run/pool, either party may refer the dispute to the Disputes Committee. The burden of proof by a preponderance of the evidence shall rest on the party that proposes implementation.
 - (e) If either party concludes that implementing a Trip Rate for a run/pool is inappropriate, it shall promptly notify the other party of its conclusion. The parties shall meet and make a reasonable effort to resolve the matter after review and discussion of all relevant information. If the parties are unable to resolve the matter despite their best efforts, either side may refer the matter to the Disputes Committee. The burden of proof by a preponderance of the evidence shall rest on the party that proposes not to implement a Trip Rate with respect to the run/pool involved.
 - (f) The parties mutually intend to work diligently with the ultimate objective of developing Trip Rates for through freight runs/pools. If either party believes that the rate of progress in developing Trip Rates is insufficient, it may refer the matter to the Disputes Committee, and it shall bear the burden of proof by a preponderance of the evidence.

- (g) Trip Rates for runs/pools should be implemented as expeditiously as possible, but in any event, all of them shall be implemented no later than thirty (30) months after the date of this Agreement, unless the parties otherwise agree or the Dispute Committee otherwise decides.
- (h) In the event that Trip Rates are not implemented for runs/pools on a carrier by the date specified in subsection (g) above, effective the next day thereafter, the dual basis of pay shall be eliminated with respect to post October 31, 1985 employees on such runs/pools (including extra employees) and such employees will be paid on the same basis as Pre-85 Employees represented by BLE with respect to the national pay elements identified in Section 5 of this Part, provided, however, that where the carrier has taken all actions required in this Part to implement Trip Rates with respect to the above-referenced runs/pools as described in this Section and the trip rate issue(s) is/are in the dispute resolution process described in this Article, such runs/pools will be governed solely by the outcome of such dispute resolution process.

PART C OTHER CLASSES OF SERVICE

Trip rates will be established for other classes of road service (road switchers, local freight, etc.) consistent with the terms, conditions, principles and guidelines as currently established in this Article and consistent with each class of service.

PERSONAL LEAVE DAYS

All BNSF engineers shall be provided with personal leave days on the following basis:

Years of Service	Personal Leave Days
Less than five years-----	3 days
Five years and less than 10 years-----	5 days
Ten years and less than 15 years-----	7 days
Fifteen years and less than 20 years-----	9 days
Twenty years or more-----	11 days

To qualify for personal leave days in any given calendar year, the employee must have been credited with at least 150 days for work during the preceding calendar year, calculated on the same basis as vacation qualifying days. Upon qualification, the designated days will be automatically added to the employee's personal leave account for the next year.

During a calendar year in which an employee's personal leave day entitlement will increase on the anniversary date, such employee will be allowed the additional personal leave days at any time during that calendar year.

The employee will be paid one basic day at the rate of the last service performed for each personal leave day. Ungranted or unused personal leave days each year will be accumulated and carried over to each succeeding year.

An employee may elect to receive payment for one or more personal leave days in his account at any time.

If an employee resigns, retires, dies or is dismissed from service, the number of personal leave days (accumulated or earned) as of the date of leaving service will be payable to the employee or his estate.

No employee covered by this Agreement shall receive in the aggregate more than eleven (11) personal leave days and paid holidays in any calendar year. On the former Santa Fe property only, Article X (that deals with road engineers in unassigned pool freight service) of the January 1, 1990 Agreement is preserved.

PHYSICAL RE-EXAMINATIONS

MEMORANDUM OF AGREEMENT by and between The Atchison, Topeka and Santa Fe Railway Company -Eastern and Western Lines, Panhandle and Santa Fe Railway Company, and the Order of Railway Conductors, the Brotherhood of Railroad Trainmen, the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen. It is now and will continue to be the policy of the Company to give every consideration to the old men in its service and in the furtherance of that policy.

IT IS AGREED:

In the event an employe of a class included in the scope of the working agreement with the Engineers, Firemen, Conductors, Trainmen or Yardmen, who is found to be disqualified as a result of a reexamination conducted under the Company's rules governing physical examinations including eyesight, color sense and hearing feels that his physical condition does not justify removal from the service or restriction of his rights to service, such employe, upon request in writing by himself or his representative within 15 days following notice of disqualification, may be given further reexamination as follows:

1. If disqualified because of physical disabilities:

(a) The employe will be jointly reexamined by a physician designated by the Company and a physician of the employe's own choice who shall both be graduates of a Class (A) medical school of regular medicine. This reexamination will be conducted at the office of the Company's physician, unless otherwise mutually agreed to by the two physicians. If the two physicians agree that the man is disqualified, their decision is final; if they agree the man is qualified, he will be returned to the service.

(b) If the two physicians fail to agree, the employe's physician and the railroad's physician will select a third physician who shall be a practitioner of recognized standing in the medical profession and where any special type of case is involved must be a certified specialist in the disease or impairment which resulted in the employe's disqualification. The board of physicians thus selected will examine the employe and render a report of their findings within a reasonable time, not exceeding 15 days after their selection, setting forth the employe's physical condition and their conclusion as to whether he meets the requirements of the Company's physical examination rules. The 15-day period may be extended through mutual agreement between the General Chairman and the General Manager.

(c) The railroad company and the employe involved will each defray the expense of their respective physicians. The fee of the third member of the board, not exceeding \$50 will be borne equally by the employe involved and the railroad company. Other examination expenses, such as

X-ray, electrocardiographs, etc., not exceeding \$50, will be borne equally by the employe involved and the railroad company.

(d) If the majority of the board of physicians conclude that the employe meets the requirements of the Company's physical examination rules, he shall be permitted to return to the service from which removed.

(e) If there is any question as to whether there was any justification for restricting the employe's service or removing him from service at the time of his disqualification by the Company doctors, the original medical findings which disclose his condition at the time disqualified shall be furnished to the neutral doctor for his consideration and he shall specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral doctor shall be accepted by both parties in settlement of this particular feature. If it is concluded that the disqualification was improper, the employe will be compensated for loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.

(f) Should the decision of the board of physicians be adverse to the employe and he considers that his physical condition has improved sufficiently to justify considering his return to service, a reexamination will be arranged upon request of the employe, or his representative, but not earlier than ninety (90) days after such decision, nor oftener thereafter than each ninety (90) days.

2. If disqualified because of defects in vision, color sense or hearing:

When an employe upon reexamination fails to meet the required standards on vision, color sense or hearing, such reexamination may, if requested by the employe or his representative within 15 days, be followed by a field test under joint direction of a committee consisting of two representatives of Management and two employes from the ranks of train, engine or yard service, such field tests to be conducted in the following manner:

(a) FOR VISION AND COLOR PERCEPTION. The Field Test will be made with flags, lamps and signals used in daily operation of engines and trains, with or without glasses, at varying distances, but not to exceed two thousand (2,000) feet for the correct observation by day and by night of block signals, signal lights, lamps, flags and fusees, under service conditions. Whenever necessary, the tests for color perception shall include the varying atmospheric conditions existing with cloudy weather, smoke, rain, fog, mist and snow. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

(b) FOR HEARING. The Field Test shall demonstrate ability to hear ordinary conversations, air whistle signals, torpedoes and other audible signals, under service conditions. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

(c) The Field Tests shall be held as soon as practicable after receipt of request therefor and will be so arranged that the responses are solely those of the individual tested without interference or aid; otherwise, the entire test shall be repeated.

(d) The Joint Committee will carefully record the different distances at which signals are displayed or given; the responses made by the individual tested, and the degree of promptitude of responses, and will make a joint report to the Management, advising whether the employe passed a satisfactory test and, if not, agreeing if possible on a recommendation as to the service, if any, to which the individual may be safely assigned.

This agreement will become effective as of August 1, 1949.

(Signatures not reproduced. Signed by General Managers Gray and Buchanan and General Chairmen Taylor, Mullen, Heath and Stephens.)

MEMORANDUM OF AGREEMENT entered into between the Eastern and Western Lines, except Northern and Southern Divisions, of The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers, the Order of Railway Conductors and Brakemen, Brotherhood of Locomotive Firemen and Enginemen, and the Brotherhood of Railroad Trainmen in complete settlement of the Section 6 Notice served upon the Carrier under date of April 15, 1964 for an agreement to govern payment for time lost, deadheading, etc., pursuant to carrier's medical examination requirements, and is in full disposition of mediation proceedings in Case No. A-7491:

IT IS AGREED:

Section I(a). Except as otherwise provided in this agreement, an in service employe withheld from service on instructions of the Carrier for the purpose of undergoing a medical evaluation, shall, unless correctly restricted or disqualified as a result thereof, be paid for all time lost until authorized by the Carrier to resume duty.

(b) If such employe is required to report for medical evaluation at a point other than the home terminal of his assignment or at his point of residence if his normal habits make available a reasonable opportunity for ..) examination at such point, he shall be paid the greater of:

(1) all time lost, or

(2) necessary actual miles of travel at the passenger rate,

and he shall be reimbursed for necessary expenses incurred on his account only, until return. Convenient available passenger train service will be used, unless upon request Carrier authorizes another mode of travel. Allowance will not be made for more time lost and expenses incurred than are necessary for the travel period, completion of the examination and expeditious return to his terminal or point of residence.

Section 2. An employe who is off duty for a period of thirty (30) or more days on account of a serious medical deficiency which could lead to his restriction or disqualification should give Carrier as much advance notice, in writing, as reasonably possible of date of intended return to service. If he attempts to resume service without at least five days such advance notice, the Carrier, at its discretion, will have five days to accomplish a medical evaluation, during which time no payment -will be made for time lost, but he will be paid for necessary actual miles of travel and expenses as outlined in Section 1(b) hereof.

Section 3. When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence if his normal habits make available a reasonable opportunity for examination at such point, and sufficient time is allotted without loss of time, the employe shall arrange to undergo such examination in that manner.

Section 4. A furloughed employe recalled for service and required to undergo medical evaluation prior to resumption of service is not covered by the provisions of this Agreement.

NOTE: The term "medical evaluation" includes but is not limited to the actual medical examination, laboratory procedures, xrays and so forth as well as time for final decision after results thereof are known.

This Agreement signed at Chicago, Illinois this 12th day of April 1, 1967, shall become effective May 1, 1967 and shall be construed as a separate agreement by and on behalf of the Carrier, party hereto, and its Employes represented, respectively, by the Brotherhood of Locomotive Engineers, Order of Railway Conductors and Brakemen, Brotherhood of locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen, as heretofore stated; and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Arranging for Medical Examination Letter of Understanding 6/30/1975

When instructed by the Carrier to undergo a medical examination at the home terminal of his assignment or at his point of residence, the employe will make a reasonable effort to obtain the medical examination without loss of time. If, in his opinion, he is unable to do so, such advice must be furnished to his appropriate supervisor in order to permit the Carrier to arrange for scheduling such examination which will be a requirement in order to receive pay under this rule for all time lost (if any). After the scheduling of the examination, if an employe is displaced from or bids off his assignment, he must notify the Carrier at least 24 hours in advance of his appointment in order to permit rescheduling of the examination to avoid loss of time.

PPE-SAFETY GLASSES

(Letter of Understanding 8/5/1977)

In connection with the Carrier's desire to eliminate eye injuries and/or incidents through the process of having all on duty employes, not exclusively assigned to inside or office duties wear glasses,

IT IS AGREED:

- (1) Employes will be required to wear glasses while on duty and working, and will have the option of wearing any type or pair of glasses of their choosing so long as the glasses worn meet the Carrier's medical visual requirements in the employe's particular case.
- (2) Employes will no longer be required to wear industrial safety Glasses.
- (3) The wearing of side shields on glasses will be optional for those employes who desire to use them; and they will be supplied by the Carrier on request.
- (4) Employes whose vision condition requires prescription glasses in order to meet Carrier medical requirements, may, if they desire, secure a pair of clear and/or color industrial safety prescription glasses through the Carrier's American Optical program, and it will pay for the frames and case, and the employe will pay for the lenses and any other associated cost.
- (5) Plano glasses, i.e., non-prescription, will continue to be made available in both clear and color lenses in several styles without cost to employes.
- (6) Replacement glasses will be made available at the Carrier's expense in the same manner as the original glasses were secured when defective and/or worn out and returned.
- (7) The Carrier will provide plano glasses, i.e., non-prescription glasses, at on duty points for employes who have forgotten their glasses, i.e., non-prescription, and those employees will return same at the completion of tour of duty.
- (8) Employes performing service in the rain or fog may remove same while working when in their opinion, their vision would be improved by removing their glasses.
- (9) Carrier will not over-react with discipline procedures in cases where employes have not fully complied with this eye- glass program.
- (10) In the future, the Carrier will not be subject to any cost in behalf of any employe other than specifically set forth in Items 3, 4, 5 and 6, hereof.

RADIO RULE

(1990 Memorandum of Agreement)

MEMORANDUM OF AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers. In accordance with Side Letter No. 3 of the Memorandum of Agreement dated December 19, 1989, the following will be the revised reduced crew agreement for engineers:

- (a) Engineers performing service with a train or yard crew consisting of less than a conductor (foreman) and two brakemen (helpers) will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios, and engineers will not be held responsible for failure or malfunction of radio equipment unless obviously caused by engineer abuse or tampering.
- (b) Except in emergency, engineers working with a yard crew consisting of less than a foreman and two helpers will not be required to start switching or perform transfer service without operable radios on engines, nor will they be censured or disciplined in any manner for refusing to do so.
- (c) Except in emergency, engineers in road service working with a crew consisting of a conductor and one brakeman or less will not be required to perform switching or depart a terminal with a train not having radio communication between train crew and the engineer, nor will they be censured or disciplined in any manner for refusing to do so.

RESERVE BOARD

(Memorandum of Agreement 6/7/1990)

(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 these 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 service 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 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.

(15) 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.

LETTER OF INTERPRETATION

This has reference to our conversations concerning reserve boards and trainmen who enter training for promotion to locomotive engineer subsequent to November 1, 1985.

My position has been that, although there is flexibility in the Engineers' Reserve Board Agreement to allow engineers to occupy positions on the reserve board while engineers promoted after November 1, 1985, are working in that craft, I have interpreted the October 31,

1985 UTU National Agreement, specifically Article XIII therein, to provide that engineers promoted after November 1, 1985, cannot work in that craft when engineers promoted prior to November 1, 1985, are occupying firemen or reserve positions in an engine craft.

(From LOU December 13, 1990)

REST (ARTICLE 13)

Engineers shall not be required to go into service when they need rest, and when rest is needed they must report the fact to the proper authority when they register their arrival. Ten hours off duty shall be considered sufficient with a minimum of eight hours tie-up time.

14 HOUR REST

(Letter of Understanding 14 Hour Rest Agreement 1/24/1995)

Without diminishing any existing rules concerning engineers requesting additional rest at the home terminal, the following provisions will apply in-through freight service:

1. An engineer in through freight tying up at home terminal, who accumulated eight or more consecutive hours chargeable to the Hours of Service law, including continuous time trips of eight hours or more, may request to have prior to his next trip fourteen hours of rest at home terminal, and his request must be granted by the Carrier.
2. An engineer's request for fourteen hours rest under this agreement should be made to the crew technician at the time the engineer ties up.
3. A tieup granted -by the crew technician under this agreement cannot later be revoked by the employee or taken away by the Carrier-and must be for fourteen hours.
4. When a tieup is granted under this agreement, following engineers will without penalty be run around the engineer tying up for rest.
5. An engineer tied up for rest under this agreement will not be considered as having missed a call if called outside of the applicable calling time for fourteen hours rest.

This Agreement will become effective January 24, 1995 and will remain in effect subject to cancellation on thirty days' notice by either party.

"SMART REST" AND REST CYCLES

The parties enter into this agreement recognizing the effect of the Rail Safety Improvement Act on transportation employees and in an effort to mitigate the effect and provide the least financial impact due to implementation of the Act, it is agreed:

1. Provided that the service was governed by a work/ rest initiative on April 1, 2009, unassigned pool freight service covering districts that comprise a run of 160 line miles or greater may, upon request of a representative of BLET, adopt the conditions set forth under Attachment A hereto (the 7 -3 conditions).
2. Provided that the service was governed by a work/rest initiative on April 1, 2009, unassigned pool freight service covering districts that comprise a run of less than 160 line miles may, upon request of a representative of BLET, adopt the conditions set forth under Attachment B hereto (the 6-2 conditions).
3. Provided that the extra board was governed by a work/rest initiative on April 1, 2009, upon request of a representative of BLET, the conditions set forth under Attachment B hereto (the 6-2 conditions) shall be applied to that extra board.
4. The provisions of Sections 1, 2 and 3 do not preclude adopting either the 7-3 or 6-2 conditions as applicable to any other service, but it shall be by mutual agreement of the parties.
5. In unassigned pool freight service, including extra boards, upon request of a representative of BLET, a process shall be implemented that will allow employees at the home terminal who have had starts on four (4) or five (5) consecutive days to extend rest time on the fifth (5th) or sixth (6th) consecutive calendar day in order to avoid being placed on duty prior to 12:01 a.m. of the next following calendar day; provided that the employee has not commenced a start on that fifth (5th) or sixth (6th) consecutive calendar day ("Smart Rest").
 - 5.1. BNSF shall grant the employee's request to exercise the "Smart Rest" option, subject to all of the conditions of this Section being satisfied.
 - 5.2. Employees desiring "Smart Rest" must advise the proper authority of that fact immediately upon release from the previous tour of duty, and that decision is irrevocable.
 - 5.3. Unavailability due to utilizing "Smart Rest" in compliance with this Agreement shall not be utilized to offset any guarantee.
 - 5.3.1. For example, an employee has had starts on 3 consecutive days, is then called on duty at 2100 on the 4th consecutive day and is relieved from duty at 0400 on the 5th consecutive day. This individual would then be rested at 1400 on the 5th consecutive day. That employee would be allowed to exercise the "Smart Rest" option in order to avoid making a start on the 5th consecutive day. While the employee was unavailable to go on duty after 1400 until 0001 the following calendar day, so long as the provisions of Section 5.4 are satisfied, there shall be no offset of guarantee for this unavailable time under "Smart Rest."

- 5.4 Provided that the individual observing "Smart Rest" works the next available tour of duty, which must be prior to any observed rest cycle, unavailability pursuant to the terms of this Section shall not be considered, in any manner, when calculating availability under the terms of any availability policy or attendance guidelines.
- 5.4.1 If the employee does not work the next available tour of duty, all time in excess of 10-hours from the previous tie-up shall count as an absence for availability purposes and guarantee shall be appropriately offset.
- 5.4.2 An individual subject to guarantee who exercises the "Smart Rest" option and is displaced prior to commencing a start on the following calendar day shall not be considered "unavailable" or subject to guarantee offset so long as that individual has a start on that following calendar day.
6. Assigned service may be advertised as follows:
- 6.1 At locations where existing agreements do not allow for the establishment of 5 day road assignments, on-duty starts on five (5) consecutive calendar days followed by two (2) consecutive calendar days of rest.
- 6.1.1 Road assignments that currently work six (6) or seven (7) days that are reduced to five (5) days shall receive the five (5) day yard multiplier for vacation qualification.
- 6.1.2 Employees on road assignments that are reduced to five (5) days pursuant to the terms of this agreement, who do not layoff of their own accord, or whose assignments are not annulled pursuant to the provision of the applicable assignment rule, shall be guaranteed minimum wages the equivalent of six (6) basic days at the rate of pay applicable to the class of service in which engaged each calendar week the assignment is in operation, against which earnings from assignment mileage, overtime payments and permissive switching payments may be applied.
- 6.1.2.1 In instances where more than one employee performs service within a calendar week on a position which is assigned to five (5) days of service each week, it is understood that if payment for assignment mileage, road overtime and permissive switching does not produce the equivalent of six (6) minimum days, each employee will be paid what she/he actually earned and the amount necessary to make up the guarantee of six (6) minimum days will be pro rated to each employee on the basis of the number of days each employee worked on that assignment in that particular week.

- 6.2 On-duty starts on six (6) consecutive calendar days followed by not less than 48 consecutive hours of rest, followed by on-duty starts on five (5) consecutive calendar days followed by a complete calendar day of rest.
- 6.3 On-duty starts on five (5) consecutive calendar days followed by a complete calendar day of rest.
- 6.4 Relief assignments may protect any assigned service and the engineer shall be paid and governed by the agreement provisions applicable to the service being relieved.
 - 6.4.1 Relief assignments must protect only one class of service per shift/trip, i.e., relief assignments may not be required to work in road service for a portion of the shift/ trip and yard service the remainder of the shift/ trip or vice-versa.
 - 6.4.2 Mixed service (meaning road and yard service) will be allowed on relief jobs at locations where there are not enough jobs to allow for relief jobs to work all of one or the other (road or yard) to fill out a work week for the relief assignment.
 - 6.4.3 Relief assignments shall not be configured to protect more than one class of road service, e.g. local, helper, road switcher, etc. where such a relief assignment may be configured to protect the same class of service on each of the assigned work days.
 - 6.4.4 The rest days of relief assignments must be consecutive.
- 7. This agreement may be extinguished by either party serving thirty (30) days written notice on the other party, with the understanding that the parties shall meet and address the issue(s) that caused the service of the cancellation notice. Furthermore, the parties commit to seeking resolution of those issues in an effort to preserve this Agreement.

ATTACHMENT A

A scheduled work/rest cycle board may be established at _____ for employees assigned to the _____.

- 1. Employees will be allocated work/ rest cycles by the Carrier at the Carrier's sole discretion. A work/ rest cycle is defined as seven (7) consecutive days during which an employee is available for service, paid in lieu of service (PLDs, single-day vacation,

compensated company business, etc.) or performs work (the work cycle) followed by three (3) consecutive rest days (the rest cycle).

- 1.1 Unless the employee elects to not observe all or a portion of the rest cycle, mark off for scheduled rest days will occur automatically at 9:00 a.m. or upon tie up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the employee is available to protect service on duty after 9:00 a.m. on the day following the last scheduled rest day, and the employee(s) shall be placed pursuant to Sections 1.1.1 and 1.1.2 hereof.
 - 1.1.1 If the employee's turn is at the home terminal and not in active service, the employee shall be placed on the turn.
 - 1.1.2 In the event the employee's turn is either in active service or at the away-from-home terminal, the employee shall be placed to the bottom of the Board and shall assume the work/ rest cycle of the turn. When the turn arrives back at the home terminal it shall be removed from this pool.
 - 1.1.3 Observed rest-cycle days must be consecutive.
 - 1.1.4 Employees who elect to not observe any portion of the rest cycle must advise Crew Support of their intent not less than 24-hours prior to the beginning of the rest cycle.
- 1.2 Employees observing the rest cycle will not be called to protect service with an on-duty time between 9:00 p.m. on the day immediately preceding the rest cycle and 9:00 a.m. on the first day of the rest cycle. In order to insure that employees will have three full rest days available for each rest cycle, employees called prior to 9:00 p.m. on the day immediately preceding the start of the rest cycle, and who do not tie-up at or before 9:00 a.m. on the first day of the rest cycle, will have their scheduled rest cycle begin upon tie up at the home terminal and it shall run for 72 hours.
- 1.3 Except as provided under Section 1.2, employees going on work cycle will be available for call for assignments that begin on or after the 9:00 a.m. cycle time. Employees on rest cycles that are extended due to the 72-hour provision of Section 1.2 will be available for call for assignments that begin on or after the expiration of the 72-hour rest cycle period.
- 1.4 When the president, local chairman, secretary-treasurer and/or legislative representative of the Organization must be off during a work-cycle to conduct union business, the union officer shall not be deprived of observing the following rest-cycle due to the union business unavailability.

2. An employee who satisfies the conditions of the assigned work cycle, will not be considered to be in violation of any attendance guidelines or policies related to attendance then in effect, regardless of the number of weekend or total days absent during the rest cycle. To allow for "emergencies" the employee can take one unpaid layoff in each month, or if the employee remains on a position subject to the terms of this Agreement for three consecutive months, three unpaid days off during any three-month rolling period.
3. Employees exercising displacement rights onto a turn in this pool must displace the junior employee and will assume the work/rest cycle of the employee or position to which they displace.
 - 3.1 In the event the turn held by the junior employee is either in active service or at the away-from-home terminal, the employee exercising seniority to this pool shall be placed to the bottom of the Board and shall assume the work/rest cycle as provided above. When the junior employee returns to the home terminal, that turn shall be removed from this pool.
 - 3.2 Employees in any work/rest pool shall not be allowed to bid or bump from one turn in the pool to another turn in the pool.
4. When an employee returns to this pool after having observed either a temporary or vacation vacancy that employee shall be placed pursuant to Sections 4.1 and 4.2 hereof.
 - 4.1 If the employee's turn is at the home terminal and not in active service, the employee shall be placed on the turn.
 - 4.2 In the event the employee's turn is either in active service or at the away-from-home terminal, the employee shall be placed to the bottom of the Board and shall assume the work/rest cycle of the turn. When the turn arrives back at the home terminal, it shall be removed from this pool.
5. Employees in this service who are scheduled to observe a vacation of seven (7) days or more shall be allowed to adjust the start of that vacation to begin upon the expiration of the rest cycle.
 - 5.1 Employees who desire to take advantage of this provision shall be required to notify Crew Support 24-hours prior to the start of the rest-cycle immediately preceding the vacation period.
 - 5.2 Employees shall not be allowed to observe split vacation periods that are separated only by a rest cycle.

6. This Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/ or other rights remain in effect.
7. These conditions may be extinguished by either party serving thirty (30) days written notice on the other party, with the understanding that the parties shall meet and address the issue(s) that caused the service of the cancellation notices. Furthermore, the parties commit to seeking resolution of those issues in an effort to preserve these conditions.

ATTACHMENT B

Subject to the provisions of Sections 2 and 3 of the Agreement, a scheduled 6-2 work/rest cycle overlay may be established at _____ for employees assigned to the _____

1. Employees will be allocated work/ rest cycles by the Carrier at the Carrier's sole discretion. A work/rest cycle is defined as six (6) consecutive days during which an employee is available for service, paid in lieu of service (PLDs, single-day vacation, paid company business, etc.) or performs work (the work cycle) followed by two (2) consecutive rest days (the rest cycle).
 - 1.1 Unless the employee elects to not observe all or a portion of the rest cycle, mark off for scheduled rest days will occur automatically at 9:00 a.m. or upon tie up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the employee is available to protect service on duty after 9:00 a.m. on the day following the last scheduled rest day, and the employee(s) shall be placed pursuant to Section 1.1.1 and 1.1.2 hereof.
 - 1.1.1 If the employee's turn is at the home terminal and not in active service, the employee shall be placed on the turn.
 - 1.1.2 In the event the employee's turn is either in active service or at the away-from-home terminal, the employee shall be placed to the bottom of the Board and shall assume the work/rest cycle of the turn. When the turn arrives back at the home terminal it shall be removed from this pool.
 - 1.1.3 Where applicable, employees shall have their guarantee offset for each 24-hour period, or portion thereof, while observing the rest cycle.

- 1.1.4 Employees who elect to not observe any portion of the rest cycle must advise Crew Support of their intent not less than 24-hours prior to the beginning of the rest cycle.
 - 1.1.5 The rest cycle shall not be comingled with any 48-hour or 72-hour rest period mandated by the Rail Safety Improvement Act.
 - 1.1.6 Employees who are required to observe either a 48-hour or 72-hour rest period mandated by the Rail Safety RSIA Attachment B - 6/8/2009 1 Improvement Act during the work cycle shall not be eligible to observe the next-following rest cycle.
 - 1.2 Employees observing the rest cycle will not be called to protect service with an on-duty time between 9:00 p.m. on the day immediately preceding the rest cycle and 9:00 a.m. on the first day of the rest cycle. In order to insure that employees will have two full rest days available for each rest cycle, employees called prior to 9:00 p.m. on the day immediately preceding the start of the rest cycle, and who do not tie-up at or before 9:00 a.m. on the first day of the rest cycle, will have their scheduled rest cycle begin upon tie up at the home terminal and it shall run for 48 hours.
 - 1.2.1 Where applicable, employees unavailable between 9:00 p.m. on the day immediately preceding the rest cycle and 9:00 a.m. on the first day of the rest cycle pursuant to the operation of this section shall not have guarantee offset due to unavailability during this 12-hour period.
 - 1.3 Except as provided under Section 1.2, employees going on work cycle will be available for call for assignments that begin on or after the 9:00 a.m. cycle time. Employees on rest cycles that are extended due to the 48-hour provision of Section 1.2 will be available for call for assignments that begin on or after the expiration of the 48-hour rest cycle period.
 - 1.4 When the president, local chairman, secretary-treasurer and/ or legislative representative of the Organization must be off during a work-cycle to conduct union business, the union officer shall not be deprived of observing the following rest-cycle due to the union business unavailability. However, where applicable, guarantee shall be offset for each 24-hour period of unavailability, or portion thereof. Unavailability under this Section 1.4 shall not count toward guarantee forfeiture pursuant to Section 2 hereof.
2. Where applicable, more than one unpaid unavailability event (meaning unavailability during any 24-hour period or portion thereof) during a payroll period shall result in forfeiture of guarantee for that payroll period

3. An employee who stays marked up during the assigned work cycle, will not be considered to be in violation of any attendance guidelines or policies related to attendance then in effect, regardless of the number of weekend or total days absent during the rest cycle. For availability calculation purposes and to allow for "emergencies," an RSIA Attachment B - 6/8/2009 2 employee may take one unpaid layoff in each month, or if the employee remains on a position subject to the terms of this Agreement for three consecutive months, three unpaid days off during any three month rolling period.
 - 3.1 This Section 3 contemplates availability standards and does not effect Section 2 of this Agreement.
4. Employees exercising displacement rights or force assigned to this pool or guaranteed extra board must displace the junior employee and will assume the work/rest cycle of the employee or position to which they displace.
5. When an employee returns to this pool after having observed either a temporary or vacation vacancy that employee shall be placed pursuant to Sections 5.1 and 5.2 hereof.
 - 5.1 If the employee's turn is at the home terminal and not in active service, the employee shall be placed on the turn.
 - 5.2 In the event the employee's turn is either in active service or at the away-from-home terminal, the employee shall be placed to the bottom of the Board and shall assume the work/ rest cycle of the turn. When the turn arrives back at the home terminal, it shall be removed from this pool.
6. Employees in this service who are scheduled to observe a vacation of seven (7) days or more shall be allowed to adjust the start of that vacation to begin upon the expiration of the rest cycle.
 - 6.1 Employees who desire to take advantage of this provision shall be required to notify Crew Support at least 24-hours prior to the rest-cycle immediately preceding the vacation period.
 - 6.2 Employees shall not be allowed to observe split vacation periods that are separated only by a rest cycle.
7. This Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/ or other rights remain in effect.
8. These conditions may be extinguished by either party serving thirty (30) days written notice on the other party, with the understanding that the parties shall meet and address the issue(s) that caused the service of the cancellation notices. Furthermore, the parties commit to seeking resolution of those issues in an effort to preserve these conditions.

SIDE LETTER 1

During the discussions giving rise to the agreement signed this date, we discussed the handling of employees who were at or nearing the time thresholds (applicable to either "limbo" time or monthly time on duty) imposed by RSIA.

The RSIA provides that a train employee may not "remain on duty, go on duty, wait for deadhead transportation, be in deadhead transportation from a duty assignment to the place of final release, or be in any other mandatory service for the carrier in any calendar month where the employee has spent a total of 276 hours on duty, waiting for deadhead transportation, in deadhead transportation from a duty assignment to the place of final release, or in any other mandatory service for the carrier."

We agreed that employees at or near the limbo time threshold (30/40), and who have enough time to work under the monthly time threshold (276), shall continue to be called for their assigned service.

We also agreed that employees nearing their monthly time threshold (276) shall be called or allowed to work their assigned service if there is a reasonable expectation that the employee will be able to complete the service (meaning a full round trip in freight service if being called at the home terminal) within their remaining hours. The determination of having sufficient time to perform service shall be based upon the average time necessary to complete the service during the previous calendar month. Employees having 252 hours or less shall always be considered as having sufficient time to complete the service.

In the event an employee is not called to perform the service due to the determination that the individual lacked sufficient time to complete the service, and it is ultimately determined that the employee had sufficient time remaining in order to complete the service, then the employee not called shall be "made whole" to earnings lost.

SIDE LETTER 2

During our discussions giving rise to the agreement signed this date, the parties agreed that certain items such as offsets of extra board guarantees, pool guarantees, and protective benefits due to the additional required time off in accordance with RSIA would be covered by the savings clause(s) found in Attachment A, Section 6 and Attachment B, Section 7.

SIDE LETTER 3

During the discussions giving rise to the agreement signed this date, BNSF agreed that it would work jointly with you to seek RSIA waivers to establish 6/1 assignments in both road and yard service where such a waiver made sense to both parties.

SIDE LETTER 4

During our discussions giving rise to the agreement signed this date, we discussed circumstances where the rest-cycle of an engineer can be changed due to either the pool/ board being reduced/ increased or an engineer returning from vacation. We recognized that changing an engineer's rest-cycle can have implications that are contrary to the intent of a rest-cycle pool/board, meaning that engineers cannot really have forecastable time off if a pool reduction/ increase or an engineer returning from vacation changes that engineers anticipated rest-cycle. We agreed that this situation needs attention and committed to jointly work toward a solution.

SIDE LETTER 5

During ratification process of the agreement signed this date, we discussed the language of Section 1.1.2 of both Attachments "A" and "B," that reads:

In the event the employee's turn is either in active service or at the away-from-home terminal, the employee shall be placed to the bottom of the Board and shall assume the work/ rest cycle of the turn. When the turn arrives back at the home terminal it shall be removed from this pool.

The concern is that an engineer returning from a rest-cycle whose turn is out of town may have his or her rest-cycle changed. That is not the case. The engineer will retain the same rest-cycle. The language Section 1.1.2 is addressing a case where that engineer's turn is either in active service or at the away-from-home terminal when s/he marks up. In that case, the engineer would be placed to the bottom of the board with the same rest-cycle, and when his or her regular turn returns to the home terminal it is to be removed from the pool.

SIDE LETTER 6

During ratification process of the agreement signed this date, we discussed Section 6 of the Agreement that provides, among other things, that Relief Assignments may be established, subject to identified restrictions, that relieve different classes or crafts of service.

We understood that any Relief Assignment established to protect different classes of service (e.g. road switcher and locals) or different crafts of service (e.g. road assignments and yard assignments) the configuration of such an assignment must be agreed-upon locally prior to it being established. If the parties are unable to reach agreement, the issue may then be raised to the General Chairman - General Director of Labor Relations level.

AGREED TO Q&A

- Q. What handling is to be given an employee in pool service when that individual is obligated to observe either the 48-hour or 72- hour RSIA mandatory period of unavailability?
- A. That employee shall remain on his/her pool turn. Should that turn rotate to "first-out" before the employee is available, then the turn and the employee shall remain first-out until s/he is available under RSIA. It is understood that the employee may be run-around during this period without penalty.

- Q. An employee utilizes Smart Rest and, through no fault of the employee, s/he is unable to work a tour of duty prior to commencing a rest cycle. Will that employee be charged for unavailability under the Attendance Guidelines, for guarantee purposes and/ or, where applicable, forfeit the rest cycle?
- A. No. So long as the reason that the employee did not work the next tour of duty was due to circumstances beyond the control of the employee.
- Q. Does the answer to the above question apply in the event the employee is displaced?
- A. Yes.
- Q. Does Section 6 of the Agreement allow BNSF to replace existing 5-day assignments in yard service with assignment configurations described under Sections 6.2 and 6.3?
- A. No. The National Agreement provisions applicable to 5-day yard service remain in effect and are not changed by this Agreement.
- Q. Section 6.4 provides for the establishment of Relief Assignments. May this Section be read to apply to regular assignments?
- A. No. Section 6.4 only applies to Relief Assignments. The intent of the parties is to maintain Regular Assignments, whenever and wherever possible, that protect only one craft/ class of service, i.e., roadswitchers, locals, work trains, etc. The Relief Assignments contemplated by Section 6.4 are intended to "relieve" those regular assignments.
- Q. May BNSF establish a Relief Assignment that works under road agreements for part of a tour of duty and then under yard rules for another part of that same tour of duty?
- A. No. See Section 6.4.1.
- Q. May BNSF establish a Relief Assignment that protects different classes of road service (roadswitcher, local, other road assignments) when it can reasonably and efficiently be avoided?
- A. No, see Section 6.4.3.
- Q. May BNSF establish a Relief Assignment that protects different crafts (road service or yard service) when it can reasonably and efficiently be avoided?
- A. No, see Section 6.4.2.
- Q. In the event BNSF does establish a Relief Assignment that protects both road and yard service, how will any yard service or road service "hold down" obligation apply?

- A. An employee placing to a Relief Assignment that protects both road service and yard service is not, for purposes of any "hold down," placing to either road service or yard service. Therefore, placing to such an assignment would not impose any "hold down" obligation. However, if the employee had been subject to a "hold down" prior to placing to the Relief Assignment, placing to such a Relief Assignment shall not serve to extinguish that preexisting obligation.
- Q. If an employee who is subject to a "hold down" places to a Relief Assignment that protects both road service and yard service, does the time on the Relief Assignment count toward satisfaction of the "hold down" period?
- A. Yes.
- Q. What does the term "active" mean in Attachments "A" and "B?"
- A. For purposes of applying Attachments "A" and "B," the term "active" means a turn that is either called for service or on duty.
- Q. Do the provisions of either Attachment "A" or "B" change the application of existing agreements that prevent the displacement of engineers who are "activated?"
- A. No.
- Q. Under the provisions of Attachment "B," how will displacements to the extra board be accomplished.
- A. Displacements to the extra board are to be accomplished pursuant to existing agreement provisions.

ROAD SWITCHER AGREEMENT

(Memorandum of Agreement 2/26/1974)

Road Switcher Service

(1) Road Switcher assignments may be established on a turnaround basis with a radius not exceeding twenty-five (25) miles from the terminal of the assignment; mileage of spur tracks connecting to tracks that are within the specified limits of a road switcher assignment will not be considered in arriving at the twenty-five (25) mile radius specified in this Item 1, but such spur tracks will be considered as a part of the assignment.

(2) The working days per calendar month constitute a month's work. National holidays; i.e., New Year's Day, Washington's Birthday, Memorial Day, Independence Day and Birthday Holiday, are working days. On days crews are held at terminal or tie-up point and runs are annulled by reason of wreck, washout, bridges burned or washed out, blocking traffic, no payment will be allowed.

(3) Road switcher assignments hereunder are limited to switchers to perform the greater part of their tour of duty in the performance of switching service.

NOTE (1): The term "road switcher" as used herein does not include pusher, helper, mine run, belt line, transfer, work, wreck, construction, local or mixed service.

NOTE (2): This Agreement does not prohibit turnaround assignments in road switcher service not provided for herein arrived at by mutual agreement between the carrier and the organization representative.

(4) Engineers protecting assigned road switcher service may be run in, out of and through their regularly assigned terminals and/or district chain gang terminals without regard for first-in and first-out rule and/or rules defining completion of trips. Time to be computed continuously from time required to report for duty until released from duty at the tie-up point, except when tied up under Article 14 of the current Agreement. Under this rule where crews are called for service, time will be computed from time required to report for duty where required to show up without being called and not notified prior to going off duty on previous trip, time will be computed from time assignment is advertised to go on duty. The payment of continuous time applies regardless of the nature, number of direction of the moves made during the tour of duty. Switcher assignments called ahead of assigned on-duty time will be allowed 100 miles at the rate for the class of service performed, but may be call later if notified as prescribed above.

(5) Engineers will be paid miles actually run, with a minimum of 100 miles. Miles run in excess of 100 will be paid for as provided in Article 3(c) of the current Agreement. Engineers required

to go beyond limits of assignment will be allowed for each such move a minimum of 100 miles at the rate for the class of service performed. Time so consumed will be excluded in computing overtime worked on the regular assignments.

(6) Assignment of engineers to road switcher service will be made in accordance with current Agreement rules concerning vacancies and new runs. Bulletins when required, shall specify on-duty and tie-up point, limits of assignment, starting time and days of the week assignment will work. Service performed by engineers will be subject to the terms of this agreement only when assigned as a road switcher.

(7) There shall be a single rate applicable to road switcher service of \$48.31 (effective 1-1-74), subject to subsequent general wage increases and/or decreases, which rate shall be applicable regardless of the weight on drivers of the locomotive used during the tour of duty.

(8) Engineers in irregular or assigned freight service and in local freight service performing one hour, forty - five minutes (1' 45") or more station switching as defined by the local freight conversion rule within the limits of a road switcher assignment will convert to the road switcher rate of pay, provided it exceeds the rate of pay applicable to that tour of duty. This not to affect application of the local freight conversion rule when the road switcher rate is not paid. (See Appendix 8)

(9) Engineers in road switcher service will not be tied up where suitable accommodations for sleeping and eating are not available.

(10) Article 3(k) of the Engineers' Agreement is not to apply to engineers assigned to road switcher service.

This will record our understanding that the provisions of Article 3 (j), Final Terminal Delay Freight Service, of the Engineers' Schedule do not nor were they ever intended to apply to locomotive engineers in road switcher service.

Appendix No. 22

Final Terminal Delay Payment Not Applicable To Road Switcher Service

Letter Agreement, General Managers Briscoe and Fitzgerald to General Chairman McFather, August 12, 1974:

Referring to Memorandum of Agreement signed at Amarillo February 26, 1974, pertaining to Road Switcher Assignments for Locomotive Engineers on the Eastern and Western Lines (excluding Northern and Southern Divisions):

This will record our understanding that the provisions of Article 3 (j), Final Terminal Delay Freight Service, of the Engineers I Schedule do not nor were they ever intended to apply to locomotive engineers in road switcher service.

ROAD/YARD AND INCIDENTAL WORK

(Article VIII, 1986 National Agreement)

SECTION 1 - ROAD CREWS

Road crews may perform the following work in connection with their own trains without additional compensation:

- (a) Get or leave their train at any location within the initial and final terminals and handle their own switches. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, transportation will be provided.
- (b) Make up to two straight pick-ups at other location(s) in the initial terminal in addition to picking up the train and up to two straight setouts at other location(s) in the final terminal in addition to yarding the train; and, in connection therewith, spot, pull, couple, or uncouple cars set out or picked up by them and reset any cars disturbed.

This refers to Article VIII, Section 1(b), of the Agreement of this date which provides that only two straight pickups or setouts will be made. This does not allow cars to be cut in behind other cars already in the tracks or cars to be picked up from behind other cars already in the tracks. It does permit the cutting of crossings, cross-walks, etc., the spotting of cars set-out, and the re-spotting of cars that may be moved off spot in the making of the two straight setouts or pickups. (From Side Letter 6)

This refers to Section 1(b) of Article VIII of the Agreement of this date which provides that two straight pickups or setouts may be made without additional compensation.

It is understood that Section 1(b) of Article VIII does not modify the provisions in Article V of the May 13, 1971 National Agreement pertaining to road crews handling solid trains in interchange to or from a foreign carrier. (From Side Letter 6A)

- (c) In connection with straight pick-ups and/or set-outs within switching limits at intermediate points where yard crews are on duty, spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.
- (d) Perform switching within switching limits at times no yard crew is on duty. On carriers on which the provisions of Section 1 of Article V of the June 25, 1964 Agreement are applicable, time consumed in switching under this provision shall continue to be counted as switching time. Switching allowances, where applicable, under Article V, Section 7 of the June 25, 1964 Agreement or under individual railroad agreements, payable to road crews, shall continue with respect to employees whose seniority in engine or train service precedes the date of this Agreement and such allowances are not subject to general or other wage increases.
- (e) At locations outside of switching limits there shall be no restrictions on holding onto cars in making set-outs or pick-ups, including coupling or shoving cars disturbed in making set-outs or pick-ups.

SECTION 2 - YARD CREWS

- (b) Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:
 - (i) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.
 - (ii) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

Note: For performing the service provided in (a)(i) and (ii) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in engine or train service precedes November 1, 1985 and is not subject to general or other wage increases.

- (iii) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.
 - (iv) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of July 26, 1978, except by mutual agreement.
- (c) Yard crews may perform hostling work without additional payment or penalty.

1986 National Agreement Informal Disputes Committee

Issue No. 21

Do the provisions of Article VIII, Section 2, Yard Crews, (a)(iii) permit carrier to supplant road switching outside of the yard switching limits with the service of a yard engine crew?

(Discussion retained but not reproduced)

Answer to Issue No. 21: Yes, unless the yard crew's servicing of customers up to twenty miles outside the switching limits results in the elimination of one or more road crews on the territory.

SECTION 3 - INCIDENTAL WORK

Road and yard employees in engine service and qualified ground service employees may perform the following items of work in connection with their own assignments without additional compensation:

- (a) Handle switches
- (b) Move, turn, spot and fuel locomotives
- (c) Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts
- (d) Inspect locomotives
- (e) Start or shutdown locomotives
- (f) Make head-end air tests
- (g) Prepare reports while under pay
- (h) Use communication devices; copy and handle train orders, clearances and/or other messages.
- (i) Any duties formerly performed by firemen.

This refers to Article VIII - Road, Yard and Incidental Work - of the Agreement of this date.

This confirms the understanding that the provisions in Section 3 thereof, concerning incidental work, are intended to remove any existing restrictions upon the use of employees represented by the BLE to perform the described categories of work and to remove any existing requirements that such employees, if used to perform the work, be paid an arbitrary or penalty amount over and above the normal compensation for their assignment. Such provisions are not intended to infringe upon the work rights of another craft as established on any railroad.

It is further understood that paragraphs (a) and (c) of Section 3 do not contemplate that the engineer will perform such incidental work when other members of the crew are present and available. (From Side Letter 7)

This refers to Section 3, Incidental Work, of Article VIII.

It was understood that the reference to moving, turning, spotting and fueling locomotives contained in Section 3(b) includes the assembling of locomotive power, such as rearranging, increasing or decreasing the locomotive consist. It is not contemplated that an engineer will be required to place fuel oil or other supplies on a locomotive if another qualified employee is available for that purpose. (From Side Letter 8)

ROAD/YARD

(1990 Memorandum of Agreement)

SECTION 1 - ROAD ENGINEERS

(a) Article VIII, Section 1(b) of the May 19, 1986 Arbitrated National Agreement is amended to read as follows:

All progressive move requirements in connection with making pick-ups and/or setouts at the initial and/or final terminal are eliminated. A road engineer may make up to two straight pick-ups; or, two straight set-outs; or, one straight pick-up and one straight set-out in addition to picking up his train at the initial terminal. Likewise, a road engineer may also make up to two straight pick-ups; or, two straight set-outs; or one straight pick-up and one straight set-out in addition to yarding his train at the final terminal. In connection with the above handling, the road engineer can spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed.

(b) Road engineers may make one pick-up at the initial terminal after taking charge or a solid-over-the-road train from a foreign line carrier or make one set-out at the final terminal prior to delivering a solid-over-the-road train to a foreign line carrier. NOTE: See Questions and Answers attached to and made a part of this Agreement.

SECTION 2 - YARD ENGINEERS

Yard engineers in transfer and interchange service may double over, pick-up, set-out, shove cars, couple and uncouple cars and fill tracks to capacity in interchange tracks of their own or a foreign line yard.

QUESTIONS AND ANSWERS

ARTICLE VIII ROAD/YARD

Q-1: A road engineer yards his train at the final terminal in Receiving Yard Track No. 8, sets out 10 cars to Receiving Yard Track No. 7, picks up 14 cars from Receiving Yard Track No. 12, and returns them to his train in Track No. 8. He then goes off duty. Are such moves permissible?

A-1: Yes.

Q-2: In the above example, could the outbound engineer be required to make the setout and pick-up instead of the inbound engineer?

A-2: Yes.

Q-3: If the engineer in Question 1 stops his train on the main line and make a set-out and a pick-up on adjacent yard tracks, is this permissible?

A-3: Yes.

Q-4: Can an inbound engineer after yarding his train then be required to make set-outs to two different tracks in the same yard?

A-4: Yes, if he has not made a prior pick-up or set-out in the final terminal.

Q-5: May the Carrier require a road engineer to make a pick-up of cars within the initial or final terminal and make a set-out of the same cars in another location within the same terminal?

A-5: No, such pick-ups and set-outs must be in connection with his own train.

Q-6: In the application of the provisions of Section 1(a) of Article VIII, an engineer after receiving his train in the make-up track in yard A is required to make a pickup or set-out of cars in an adjacent track prior to departing the initial make-up track. Is this permissible under the agreement?

A-6: Yes.

Q-7: In the application of Section 1(a) an engineer arrives at his final terminal and is required to make a set-out of cars in A Yard, make a pick-up of cars in B Yard, yard his train in C Yard and double a cut of cars to an adjacent track. Is such movement permissible?

A-7: No, such movement exceeds the maximum of two pick-ups and/or set-outs.

Q-8: An engineer receives his train in the A Yard and is required to double his train together. He then makes one pick-up before departing the terminal. Is such permissible under the application of Section 1(a)?

A-8: Yes.

Q-9: An engineer arrives at his final terminal and is required to make one set-out or pick-up in the A Yard, then proceed to the B Yard to yard his train. After yarding train in B Yard, the engineer is required to take a cut of cars from his train back to the A Yard for set-out and then takes his power to the tie up track. Is such movement permissible under the Agreement?

A-9: No, because reverse movements of this nature are not contemplated under Article VIII.

Q-10: In the application of Section 1(b), may an engineer, after taking charge of a solid over-the-road train, make a pick-up in a foreign Carrier's yard?

A-10: No.

Q-11: May an engineer make a set-out in the foreign Carrier's yard prior to delivering a solid-over-the-road train.

A-11: No.

Q-12: An engineer goes on duty at his regular on-duty point, handles his engine to a foreign line yard and couples to a solid-over-the-road train. He departs the foreign line yard, travels back into his initial terminal, and makes a pick-up before continuing his road trip. Is this move permissible?

A-12: Yes.

ROAD/YARD WORK AMENDED

(1996 Memorandum of Agreement)

Effective with the implementation of this agreement, Article VII – Road/Yard, Section 1 - Road Engineers, parts (a) and (b) of the January 1, 1990 agreement between the BLE and ATSF will be amended to include the following provisions of Presidential Emergency Board No. 219, dated January 15, 1991, as clarified and modified by Special Board No. 102-29, Article VIII, Section 1 parts (a) and (c).

Part (a) will be amended to include the following from PEB 219, Article VIII:

Pursuant to the new road/yard provisions contained in the recommendations of Presidential Emergency Board No. 219, as clarified, a road crew may perform in connection with its own train without additional compensation one move in addition to those permitted by previous agreements at each of the (a) initial terminal, (b) intermediate points, and (c) final terminal. Each of the moves -- those previously allowed plus the new ones -- may be anyone of those prescribed by the Presidential Emergency Board: pick-ups, set-outs, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.

Part (b) will be amended to include the following from PEB 219 Article VIII:

The crew of an over-the-road solid run-through train may perform one move as prescribed, in addition to delivering and/or receiving their train in interchange.

RULES AND RETRAINING

RULES AND RETRAINING CLASSES

(1996 Memorandum of Agreement)

Effective with the implementation of this agreement, the Operating Department Mandatory Rules Class Agreement dated December 14, 1976 and amended by the September 1, 1989 Agreement and the Retraining Agreement of May 15, 1995 are both superseded by the following.

The Carrier will determine the frequency of rules and retraining classes.

The Carrier representative will schedule engineers' rules and retraining classes not to exceed eight hours each, exclusive of any lunch break.

- a. An engineer will be scheduled to attend the eight hour class(es) on a particular date or dates and must be contacted no later than 10:00 p.m. the day before the class(es) begins.
- b. An engineer will be obligated to attend as scheduled or secure permission to be absent.
- c. An engineer maybe scheduled to attend rules and retraining classes on consecutive days.
- d. An engineer will not be required to attend rules or retraining classes during his assigned vacation period.

The allowance for attending rules and/or retraining classes will be \$125.08 for a class day.

- a. The allowance for the class(es) will be used to offset guarantee earned while occupying a guaranteed extra board. Attending the class(es) will not be counted as a layoff from a guaranteed extra board.
- b. An engineer assigned to pool freight or assigned service (including assigned helper pool service) who misses a trip due to attending the class(es) will be paid lost earnings or the class rate, whichever is greater, but in no event will both be paid.
- c. An engineer who attends the class(es) without missing a trip will be paid the training rate.
- d. An engineer who is required to attend class(es) at other than his terminal of assignment, which requires deadheading, will be paid the applicable deadhead rate in addition to the class(es) allowance provided herein, or time lost, whichever is greater.

Engineers required to attend the rules and/or retraining class(es) will be handled as follows:

- a. An engineer, in pool freight at locations where there are active/inactive boards and vacant turns are not normally filled from the extra board will not have his turn removed from the inactive board. Upon completion of the class(es) the engineer will be returned to the inactive board. If his turn is to be activated prior to the time he is available and rested, the turn will be dropped to the foot of the inactive board.
- b. An engineer in pool freight at locations where vacant turns are normally filled from the extra board will not have his turn removed from the board. Upon completion of the class(es) the engineer will be returned to the board. If the turn works to first out before the engineer is rested and available, it will be filled with an extra board engineer. The engineer who attended class(es) will go to the mark-up board until his turn returns to the home terminal.
- c. At locations where there are no active/inactive boards and an engineer normally takes his turn with him, an engineer in pool freight will have his turn removed from the board. Upon completion of the class(es) the engineer will be marked to the foot of the board.
- d. An engineer on an extra board will have his turn removed from the board. Upon completion of the class(es) the engineer will be returned to the foot of the extra board to be called for service after the required rest.
- e. An engineer in assigned helper (pool) service will have his turn removed from the pool. Upon completion of the class(es) the engineer will be marked to the foot of the board.

The following additional provisions apply to an engineer attending a mandatory rules class whether on a single day or in conjunction with a retraining class:

- a. Engineers will be paid as outlined in Section (3) above only for the first attempt. Engineers who fail the first attempt will not be paid for subsequent attempts.
- b. The instruction and review will consist of oral presentation and a multiple choice examination.
- c. Failure to pass the required examination on the first attempt will necessitate a second attempt by the engineer, without pay, within a period not to exceed thirty (30) calendar days from the date of first failure, exclusive of any period he is on formal leave of absence, suspension or vacation. Written notification by the engineer of his availability

for the required examination within the period specified herein will be considered as having met the time limit requirements of this Section (c) above.

- d. An engineer who fails to pass the required examination on the second attempt will be suspended from service until he passes the required examination. Subsequent attempts will not be more than sixty (60) calendar days from date of last attempt, even if it is necessary to schedule a special class. A class will be made available to these employees within 15 days following the previous failure.
- e. If an engineer does not comply with the time limits prescribed in this section, he will be considered as having failed the examination.
- f. An engineer, who earlier in the year, was promoted to engineer and underwent an examination on the operating rules will not be subject to this program in the same calendar year. An engineer must, however, undergo, and be credited with, satisfactorily passing an examination for each calendar year for which classes are held.

The Carrier may at its discretion administer the required examinations for locomotive engineer recertification in conjunction with retraining and/or rules classes to engineers who are due for recertification during the calendar year in which the retraining and/or rules class(es) are being held.

LOCOMOTIVE ENGINEER INSTRUCTORS

(1996 Memorandum of Agreement)

SELECTION OF ENGINEER INSTRUCTORS:

Upon the effective date of this Article, the Brotherhood of Locomotive Engineers (BLE) will provide the Carrier with a list of local BLE representatives to contact in connection with the election of engineer instructors. These local BLE representatives will provide the designated Carrier officers with a list of engineers who are willing to act as engineer instructors, working at that location. The Carrier will select engineer instructors at a given location from the list before considering other engineer volunteers working at the location. If the Carrier selects other engineers who volunteer before all engineers on the list have been selected, engineers on the list not selected will be advised why they were not selected. The local BLE representative will update this list, as necessary.

If there are not sufficient engineers on the list provided by the BLE, together with other volunteers, to meet the Carrier's need for instructors at a given location, the Carrier may designate additional engineers as instructors.

INSTRUCTOR ALLOWANCE:

An engineer instructor working with a trainee or, at the direction of the Carrier, with another engineer for purposes of maintaining the other engineer's qualifications, will be paid \$24.00 (subject to future general wage increases) for the trip or tour of duty. This allowance will be paid above any guarantee earned by an engineer on an engineers' guaranteed extra board. One instructor allowance will be paid for each engineer trainee that is instructed during a trip or tour of duty

INSTRUCTOR TRAINING AND DUTIES:

The Carrier may require specialized training for engineers selected as engineer instructors. If specialized training is required, instructors will be paid what they would have earned had they remained marked up and worked during the training period. The Carrier will provide reimbursement for approved transportation to the training facility, lodging while in training and a \$25.00 per day meal allowance not subject to future general wage increases. If an engineer does not use the company provided lodging facility and commutes to the specialized training classes, he will be reimbursed for round trip mileage on a daily basis from home to the training facility and will be paid a \$10.00 per day meal allowance for the training unless lunch is provided.

ENGINEER INSTRUCTOR RESPONSIBILITIES:

The engineer instructor is expected to permit the trainee to operate the engine and perform other functions of an engineer while under his direction, to the degree and in the areas where he feels the trainee has reached the level of competency to do so.

The engineer instructor will be expected to comply with the operating rules, safety rules and mechanical book of instructions and to require that the trainee does likewise. The engineer instructor will not be held responsible for such things as broken knuckles, damaged drawbars or rough handling when the engine is operated by a trainee.

If the trainee is operating the engine, the engineer instructor must call attention to any oversight or error on the part of the trainee and, in cases where the situation warrants, take immediate and positive action to see that engine and train handling is properly performed in accordance with the rules and safe handling procedures. Particular attention must be given to observance of such

items as speed restrictions, signal aspects and other conditions which would require immediate action to avoid serious consequences.

If an incident occurs while the trainee is operating the engine, the engineer instructor will not be held out of service or have his engineer certification suspended pending investigation (either a disciplinary investigation held under the terms of the collective bargaining agreement or a hearing under the FRA regulations governing the certification of engineers) of the alleged violation of the rules, except in serious cases where fault seems apparent. By way of illustration but not limitation, "serious cases" is intended to mean such matters as gross insubordination, use of intoxicants, or where continuance in service would constitute, in Carrier's opinion, a hazard to the public, the Carrier, its employees or equipment. If the incident occurring while the trainee is operating the engine results in a formal investigation, the degree of responsibility of the engineer instructor will be carefully weighed in light of the performance and compliance with the above criteria as developed in the record of the investigation.

(Note: The parties understand that the FRA regulations concerning the qualification and certification of locomotive engineers govern the initial certification of engineers and the subsequent suspension or revocation of the certification, and that, as to the matters controlled by the FRA regulations, in the case of any conflict between this agreement and the regulations which may arise, the requirements of the regulations govern.)

Engineer instructors will be required to complete progress, performance and evaluation reports on trainees assigned to them, as may be directed. Competence, judgment, or other traits or attitudes on the part of the trainee will be reported by the engineer instructor, however, the Carrier pledges to treat such reports confidentially.

RELIEF FROM WORKING WITH TRAINEES

Instructors may, after working with trainees for six (6) consecutive calendar months, request relief from training for a period of up to sixty (60) consecutive calendar days. If there are sufficient experienced instructors (instructors previously selected and used to train trainees) available at a location to meet the Carrier's needs, instructors may request and be granted relief from training beyond the sixty (60) consecutive calendar days provided in this section.

Effect of this Article:

This Article supersedes all previous agreements, practices or understandings regarding locomotive engineer instructors working with trainees.

SYSTEM FAMILIARIZATION TRIPS

(2007 Memorandum of Agreement)

Article XVII of the Memorandum of Agreement of June 1, 1996 and its associated side letters and understandings will apply throughout the BNSF system when an engineer is required by rules to make territorial qualification or familiarization trips. Such trips will be made with a certified engineer who is currently qualified on the territory, or with a qualified officer.

SIDE LETTER 12

The following understanding has been reached in the application Article 5 of the 2007 BLET/BNSF Agreement. It is understood that our Letter of Understanding dated January 31, 2003 (Attached) concerning qualifying trips on seniority districts that were consolidated by BNSF Merger Implementing Agreements is cancelled. It is further understood that Article XVII of the Memorandum of Agreement dated June 1, 1996, with side letters dated June 1, 1996 and December 10, 2004 (All Attached) will be applicable throughout the BNSF system.

COMPENSATION FOR QUALIFYING/ FAMILIARIZATION TRIPS

When an engineer is required by rules to make territorial qualification or familiarization trips, such engineer will be compensated by allowance of a basic day at the rate of the Engineers' Guaranteed Extra List Agreement, dated April 4, 1994, for each trip or tour of duty. Such trips will be made with a certified engineer who is currently qualified on the territory, or with a qualified officer of the Carrier.

We mutually intended that engineers on an extra list would not be bypassed by other engineers from the list due to not being qualified on a particular territory. In any event, we did agree when an engineer assigned to an extra list is bypassed for lack of territorial qualification he would not have the guarantee to which he would otherwise be entitled reduced.

RIGHT TO PLACE TO VACANCY

(Letter of Understanding 12/10/2004)

This is in reference to our conference held on November 29 and 30, 2004 wherein we agreed to withdraw the aforementioned claim with the understanding that in future engineers will not be denied the right to place to temporary or permanent vacancy assignments due to not being qualified to operate on the territory. It was also agreed at this conference that Local Carrier Officers and the respective BLET Local Chairman will cooperate to assure that locomotive engineers remain territorially qualified.

TRAINING STUDENT ENGINEERS

(Memorandum of Agreement 2/26/1974)

When firemen in training to become locomotive engineers are required to receive on-the-job training, the engineer on the job selected will acquaint the fireman in training with the responsibilities and functions of engineers under actual working conditions, subject to the following:

1. The engineer will permit the fireman in training under his supervision to operate the engine and perform other functions of an engineer.
2. The engineer will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by the fireman in training. He will, however, be responsible for the safe operation of his train and engine and will be present in the cab while the fireman in training is operating the engine.
3. The engineer will be required to complete progress reports, as may be directed, on each fireman in training assigned to him. Incompetence, lack of judgment or other detrimental traits or attitudes will be reported.
4. The presence of a fireman in training will not affect the engineer's rate of pay when operating without a fireman.
5. Engineer(s) will be paid an allowance of *forty five (45) (LOU 11/17/77)* minutes at the pro rata rate applicable to locomotive used in addition to all other earnings for each tour of duty that a fireman in training is assigned to him.
6. Engineers will be advised by the Road Foreman of Engines of the assignment of firemen in training.

NOTE: The use of the term "fireman in training" in this agreement refers to a fireman while actually engaged in a scheduled training program established by the Carrier.

MENTOR AGREEMENT

This Agreement is entered into between the Brotherhood of Locomotive Engineers & Trainmen and the BNSF Railway Company to address areas of concern that may not be covered within scheduled service. This Mentor Project may offer a variety of uses to both parties by allowing an employee covered by the craft of engineer to facilitate in training, trouble shooting, and applications involving train handling, familiarization of territory, locomotive equipment, and new technologies.

Selection

At all locations covered by former ATSF Agreement, the BLET General Chairman and the General Manager (or his designee) will mutually agree as to the selection or replacement of the Mentors. Both parties will ensure the best possible candidate for the position will be selected. They will also meet to discuss the removal or replacement of an engineer already installed to the mentor position, if necessary.

Compensation

A full-time Mentor will be paid on a salary basis, ensuring that he/she experiences no loss of earnings compared to what he/she earned in scheduled service during his/her highest paid six months of the previous calendar year. Lump sum payments and any other unusual payments received during that six months shall be approximately factored into his/her salary to prevent any windfall either to the employee or company. Service as a Mentor shall not deprive the employee of any element of compensation he/she would have received had he/she remained in typical scheduled service. All normal employment benefits which the employee would have received will remain in place on the same basis. Full-time Mentors will be reimbursed for necessary business expenses consistent with BNSF's policy.

Other Matters

A Mentor will not:

- be called to testify or otherwise furnish evidence of any kind in any formal investigation or disciplinary proceeding involving charges against an employee.
- be involved in efficiency testing or operations testing of any kind.

A Mentor will:

- be entitled to use all time worked on his/her assignment towards qualification for Personal Leave Days and Vacation or any other qualification necessity.

- be entitled to observe Personal Leave Days, Holidays, and Vacation as if he was working within the engineer's quota.
- be considered in all other aspects not specifically addressed in this agreement as if he/she was working within the engineer's quota.

Cancellation

This Agreement is subject to automatic cancellation upon the service of a fifteen (15) day notice of intent to cancel by either party upon the other.

Savings Clause

This Agreement is made without prejudice to the position of either party and shall not serve as precedent concerning the interpretation or application of any agreement, nor shall this Agreement be cited as suggesting intent or acquiescence concerning principles that may be or could become subjects for negotiation in another forum.

SCOPE RULE

(2007 Memorandum of Agreement)

A. Road Service

1. (a) On any job or assignment in any class of road service, a BNSF locomotive engineer will operate every conventional (on-board, fixed control) and every non-conventional (remote control) locomotive or form of motive power used in assigned or unassigned service, whether such operation requires the use of conventional controls or any human control of any other operating equipment or system of controls. On any job or assignment in any class of road service, a locomotive engineer will be assigned use of any remote control locomotive equipment deployed by the company, provided such assignment would not preclude use of remote control equipment by others in addition to the engineer.

(b) On any job or assignment in any class of road service, a BNSF locomotive engineer will operate any on-rail equipment that may come into use in the future, when such operation requires any human operation or control, conventional or otherwise.

(c) If operation of the train or locomotive or other on-rail equipment in any class of road service calls for any on-board human presence (e.g., an "attendant," "overrider" or "lookout"), then a BNSF locomotive engineer will perform that function on that train, locomotive, or other on-rail equipment.

(d) If, in any form of on-rail road service, no on-board presence is required, but any human remote control operation occurs, even from a distant, fixed location, then such human operation of remote control will be performed by a BNSF locomotive engineer, provided such operation is not wholly incidental to another employee's duties (e.g., a dispatcher's).

(e). All locomotive engineer positions referred to in this Article 2, Section A will be filled from the engineers' seniority roster consistent with BLET agreements governing assignment and promotion from that roster.

2. (a) A locomotive engineer working engineer-only in road service will be paid a special allowance per tour of duty or working start paid on basis of a new day in the amount equal to two hours' pay at the straight time hourly rate of the applicable position in addition to all other earnings. In no event will there be more than one such payment to an engineer per tour of duty or working start paid on basis of a new day.

(b) Each locomotive engineer operating remote control locomotive equipment will be paid a special allowance per tour of duty or working start paid on basis of a new day in the amount equal to forty-six minutes at the straight time hourly rate of the applicable position in addition to

all other earnings. In no event will there be more than one such payment to an engineer per tour of duty or working start paid on basis of a new day.

B. Yard Service

1. (a) On any job or assignment in any class of yard service, a BNSF locomotive engineer will operate every purely conventional (on-board, fixed control) locomotive or form of motive power used in yard service.

(b) On any job or assignment in any class of yard service, a BNSF locomotive engineer may be required to operate a non-conventional (remote control) locomotive or motive power used in yard service. Each locomotive engineer operating remote control locomotive equipment will be paid a special allowance per tour of duty or working start paid on basis of a new day in the amount equal to forty-six minutes at the straight time hourly rate of the applicable position in addition to all other earnings. In no event will there be more than one such payment to an engineer per tour of duty or working start paid on basis of a new day.

2. On any job or assignment in any class of yard service, on which both conventional (onboard, fixed) controls are used to operate at least some of that job or assignment and remote control locomotive equipment is in use, a locomotive engineer holding engineer's seniority shall operate the conventional controls, except as indicated in Section B.3 below.

3. (a) The parties will identify the number of conventional yard engineer jobs and assignments at each location on February 1, 2007 and that number of jobs and assignments will be the "baseline" number of "protected" yard engineer jobs and assignments in the application of this Section B.3. The parties will identify the number of employees holding engineer's seniority on each seniority district on the effective date of this Agreement including those who are in LETP on that date and who later establish engineer seniority on each such district. Only those locomotive engineers are "covered" engineers in the application of this Section B.3. On July 1, 2008 and every July 1 thereafter, the parties shall determine the percentage of covered engineers on each seniority district who have attrited from service as BNSF engineers since the date of this Agreement. Then, on each such July 1, the number of protected yard engineer jobs and assignments at each location shall be determined by applying that percentage reduction in covered engineers to the baseline number (original on February 1, 2007) of conventional yard engineer jobs and assignments. Then, so long as that resulting number of protected yard engineer jobs and assignments (conventional and/or utility) is made available to all covered engineers remaining at that time on the pertinent seniority district, a locomotive engineer need not be assigned to or otherwise work on any yard job or assignment operated "hybrid" (part remote control/part conventional control by a ground service employee) at that location, and a ground service employee may use conventional controls to perform work of any such hybrid job or assignment, subject to paragraph 3(c) below.

(b) In the alternative, regardless of how many protected yard engineer jobs and assignments remain at a location under paragraph 3(a) above, whenever any protected yard job or assignment is not filled by an engineer bid sheet from a covered engineer, that job or assignment may be operated hybrid, i.e., without a locomotive engineer but with a ground service employee using conventional controls to perform work of that hybrid yard job or assignment, subject to paragraph 3(c) below. However, if a covered engineer later has displacement rights and desires to place to the protected job or assignment being operated hybrid in this situation, it will be made available to the covered engineer to place to.

(c) Every hybrid operation is also conditioned on:

1. a material portion of any such hybrid job's or assignment's work being performed by remote control operation, and

2. any ground service employee who uses the conventional controls on such hybrid job or assignment holding a "train service engineer" certification under Federal Railroad Administration regulations, or after November 1, 2014, any other appropriate certification.

(d) There shall be no claim on behalf of, or penalty to, any locomotive engineer or BLET based on a hybrid operation fully compliant with the terms of this Article 2, Section B.3.

4. In the application of Section B.3 of this Article, hybrid operations are geographically limited to switching limits in effect on the effective date of this Agreement, or the road-yard service zones established under Article VIII, Section 2 of the 1986 Arbitrated Agreement, whichever are larger. And, if such an operation is at a location where the switching limits have been expanded since 1978, a subsequent expansion of the switching limits will not have the effect of expanding the area in which hybrid operations under Section B.3 may occur. Further, if such an operation is at a location where the switching limits have not been expanded since 1978, a subsequent expansion of the switching limits may expand the area in which hybrid operations under Section B.3 may occur, but not more than 20 miles beyond the original switching limits.

5. All locomotive engineer positions referred to in this Article 2, Section B will be filled from the engineers' seniority roster consistent with BLET agreements governing assignment and promotion from that roster.

C. General

The exclusive duties and responsibilities of engineers, as identified in this Article, will not be assigned to others. Nothing in this Article requires, or is ever to be taken to require, more than one engineer per train, locomotive, or other on-rail equipment. Nothing in this Article limits or affects, or is ever to be taken to limit or affect, yard service that operates exclusively by use of remote control locomotive equipment.

SIDE LETTER 1

1. The parties recognize that Article 2, Section A, dealing with Scope in Road Service, is just that, a "scope" rule, not a "crew consist" rule. Thus, in road service, if no human presence is required on board a train, locomotive or other on-rail equipment in revenue service for any purpose, then Article 2 does not require the assignment of a locomotive engineer to the train, locomotive or other on-rail equipment in revenue service. In the situation described in Article 2, Section A. led), no labor agreement would prevent the assigned locomotive engineer from controlling the operation of multiple locomotives, trains or other on-rail equipment in revenue service, as the remote control technology may permit.
2. Article 2, Section A. 2(a) does not apply to any class of engineer-only assignment that existed prior to this Agreement; any such operation will continue to be governed by the agreements and the pay provisions already applicable to it.
3. Article 2, Section A. 2(b) does not apply in connection with the operation of any train, locomotive, or other motive power including multiple units (including distributed power) where the engineer conducts such operation solely by use of on-board, fixed controls.
4. These are examples showing the proper application of Article 2, Section B. 3:

Example 1

On July 1, 2010, there has been 10% attrition of covered locomotive engineers on Seniority District A since the date of this Agreement. On February 1, 2007, there were 12 conventional yard assignments at a major yard and source of supply on District A. On July 1, 2010, there is a combination of 11 conventional and utility engineer assignments at that major yard and source of supply on District A. Since that number exceeds the baseline minus attrition (12 less 10% of 12 or 1.2 (and since that is under .5, it is rounded down; if it had been .5 or over, it would have been rounded up», any yard jobs or assignments over the 11th at the major terminal may be hybrid.

Example 2

On July 1, 2010, there has been 10% attrition of covered locomotive engineers on Seniority District A since the date of this Agreement. On February 1, 2007, there were 12 conventional yard assignments at a major yard and source of supply on District A. On July 1, 2010, there is a combination of 9 conventional and utility engineer assignments at the major yard and source of supply on District A. Since that number is less than the baseline minus attrition, there could be no hybrid assignments. However, any number of yard jobs or assignments at the major terminal may, subject to any restrictions in other agreements, be pure RC operations.

Example 3

Using the same situation in Example 2, on March 1, 2010, there is a permanent vacancy for a locomotive engineer on one of the remaining protected yard jobs at the major yard on Seniority District A, but no covered engineer bids to this job. The job may be operated without an engineer and as a hybrid.

This job could continue to be operated without an engineer and as a hybrid operation until March 10, when a covered engineer decides to place to this job; however, this job is not available to a non-covered engineer.

5. A. Nothing in Article 2 is to be taken to change anyone's responsibilities, rights or obligations in connection with the manning of self-propelled machines of whatever kind or character. All existing agreements, awards, settlements and other authorities on that point and related to that subject are still as effective as they were before the adoption of this Article.

B. Nothing in Article 2 is to be taken to change anyone's responsibilities, rights or obligations in connection with hostler assignments and hostling duties. All existing agreements, awards, settlements and other authorities on that point and related to that subject are still as effective as they were before the adoption of this Article.

6. A. The parties agree that hybrid operations are yard crews in the application of Article VIII of the May 19, 1986 Arbitrated Agreement. Within switching limits, hybrid operations may perform any work that any other yard crew may perform. A hybrid operation is, in its operation in road-yard service zones, subject to the same national agreement provisions as any other yard crew. This will include application of Article VIII, Section 2(a)(iii) of the 1986 Arbitrated Agreement about not resulting in the elimination of a road crew or crews.

B. In the application of Article 2, Section B. 4, if the switching limits are extended at Everett - Seattle - Auburn - Tacoma, or the consolidated Ft. Worth terminal so as to include the Irving, Texas operation, that extension will not serve to expand the geographical limits of permissible hybrid operation.

SIDE LETTER 14

The following understanding has been reached in the application of identifying "covered engineers" and the associated "attrition clause" found in Article 2 (B) and Side Letter No.1 of the 2007 BLET/BNSF Agreement.

When the parties identify the number of "covered engineers" on each seniority district on July 1, 2007 pursuant to Article 2, (B), (3), those engineers who have previously transferred between

engineer seniority districts and those engineers holding active seniority on more than one engineer seniority district pursuant to merger implementing agreements will be included as "covered engineers" on the district(s) on which they are "active" on July 1, 2007. Those engineers on approved leaves of absence on July 1, 2007 will also be considered "covered engineers" on the seniority district(s) on which they hold "active" seniority.

Those engineers who are accordingly identified as "covered engineers" on July 1, 2007 who transfer between engineers seniority districts after July 1, 2007 will take their covered status with them and will be considered to be "covered engineers" only on the district(s) on which their seniority is "active" after transfer. However, to prevent engineer transfers from adversely affecting the attrition calculation one way or the other on July 1, 2008 and each July 1 thereafter, those "covered engineers" who transfer after July 1, 2007 will continue to be included in the count of remaining "covered engineers" only on the engineer seniority district(s) where they were initially identified as a "covered engineer" when the annual attrition measurement is taken. As a result, covered engineers who transfer after July 1, 2007 will not increase the number of "covered engineers" on the new district(s) that they transfer to, nor will they reduce the number of "covered engineers" on the district(s) that they transfer from.

ENGINEER CERTIFICATION

Prior to November 1, 2014, the company will not establish a new class or subclass of engineer's certification covering conventional (on-board, fixed) control operations less than "train service engineer" as established by BNSF under applicable federal regulations. Changes in purely remote control operator certification are not barred by this Article.

CRAFT OR CLASS

Unless the parties to this Agreement mutually agree otherwise, the company will not submit or support any changes to current "craft or class" designations of operating employees before the National Mediation Board, or in a proceeding before any other forum, and the company will remain neutral on any such changes.

SENIORITY AND EMPLOYMENT

SYSTEM SENIORITY AGREEMENT

Memorandum of Agreement between the Brotherhood of Locomotive Engineers representing the Eastern and Western Lines, the former Northern and Southern Divisions and the Coast lines, all former Santa Fe railroad.

1. Prior to the date of this agreement twenty eight (28) prior right seniority rosters existed on the former Santa Fe system. These prior right seniority rosters are identified as the Eastern and Western Lines, the Northern and Southern Divisions and the Coast Lines schedule agreements as Attachment.

2. If and when this agreement is ratified, the following additions will be made to each of the prior rights seniority rosters identified in paragraph one of this agreement.

a. For Engineers who have established seniority as such on or before September 20, 1995, each of the twenty-eight (28) prior right rosters shall have the other twenty-seven (27) prior right rosters dovetailed and placed on the bottom thereof. Engineers placed on a new prior rights roster under the terms of this agreement shall have a seniority date of September 20, 1995. The seniority date of Engineers shall not be changed on their original prior rights seniority district roster.

b. The order of dovetailing Engineers with a seniority date on or before September 20, 1995, on the prior rights seniority district roster, shall be:

i. Earliest engine service seniority date.

ii. Chronological age.

iii. Earliest continuous service date with BNSF

iv. A drawing of lots.

c. Engineers with a seniority date established as such on or before September 20, 1995, shall retain their original seniority date on the original prior rights seniority district and establish a new seniority date of September 20, 1995, on the remaining prior rights seniority districts. Engineers establishing seniority after September 20, 1995, shall establish seniority on another prior rights seniority district roster only as provided under paragraph 4 below.

3. The purpose of this agreement is to create expanded seniority opportunities for engineers to voluntarily exercise their engineer's seniority (those Engineers with a seniority date established on or before September 20, 1995) or transfer to other locations beyond their existing prior rights seniority districts.

a. Engineers with a seniority date established as such on or before September 20, 1995, may exercise their seniority date of September 20, 1995, to another prior rights seniority district, subject to the restrictions contained in paragraph 8 of this agreement.

b. The Brotherhood of Locomotive Engineers general committee shall solicit and maintain a list of all engineers with a seniority established after September 20, 1995 who desire to move from one prior rights seniority district to another. BNSF and the BLE General Committee shall cooperate and, to the extent practical, plan the hiring and promoting of Engineers so as to allow existing Engineers to transfer in favor of hiring or promoting new Engineers at a location.

NOTE: This does not prevent BNSF from hiring engineers at any location in lieu of granting transfers; rather, it is intended to allow as many existing Engineers to transfer across prior rights seniority district boundaries as is consistent with the requirements of BNSF.

4. Engineers who obtain expanded seniority rights under the terms of this agreement, including engineers hired after September 20, 1995, can only be force assigned to those locations where they could be force assigned prior to the effective date of this agreement.

a. Engineers establishing seniority after September 20, 1995, who transfer to a new prior rights seniority district, shall establish a new seniority date on the new prior rights seniority district based upon the first date of compensated service under a BLE collective bargaining agreement.

b. Engineers who elect to transfer to another prior rights seniority district will retain their seniority position on their original prior rights seniority district.

c. Engineers who exercise seniority off their prior right seniority district may not return to their previous prior right seniority district before the expiration of six (6) months or if he cannot, by the normal exercise of seniority, hold a position on the new prior rights seniority district.

5. An Engineer who voluntarily transfers under the terms of the agreement will be governed by and work under the provisions of the collective bargaining agreement applicable on the prior rights seniority district where the engineer is working.

6. An employee with an engine service date on or before October 31, 1985, who voluntarily transfers to a new prior rights seniority district under the terms of this agreement, will retain eligibility for duplicate time payments when working on another prior rights seniority district.

7. An Engineer will be afforded vacation on the basis of his earliest engine service seniority date on the original prior right seniority district, but vacation scheduling shall be based upon the engine service seniority date at the location where the vacation will be afforded.

8. If allowing Engineers to utilize the provisions of this agreement creates a shortage at the original location, BNSF may exercise one or both of the following options.

a. Hold the successful applicants for a period not to exceed 1 year.

b. Not allow over ten (10) percent of any prior rights seniority roster to voluntarily transfer to another prior rights seniority district during any twelve (12) month period.

NOTE: The intent of this section 8 is to prevent the loss of a significant number of experienced Engineers at a single location. This section is also intended to prevent one location on the system from becoming the preponderant hiring location for the seniority districts.

9. Engineers voluntarily moving to a new prior rights seniority district shall be responsible for becoming familiar with and qualifying on the new territory and such shall be accomplished without expense to BNSF. This paragraph recognizes that the Local Carrier Officer(s) and the Brotherhood of Locomotive Engineers representative(s) will communicate regarding the standards and requirements attendant to qualification and familiarization.

ATTACHMENT "A"

Prior Right Seniority Districts

1. Illinois 1 and 2

2. Chicago Terminal

3. Illinois 3 and 4

4. Middle Division No. 1 Road

5. Kansas City Terminal

6. Eastern Division Road

7. Middle Division 2

8. Middle Division 3

9. Colorado 1st, 2nd and 3rd
10. Colorado 4th
11. Colorado (Denver)
12. New Mexico/El Paso
13. New Mexico/Carlsbad
14. Plains Zone 1
15. Plains Zone 2
16. Plains Zone 3
17. Gainesville
18. Cleburne
19. Temple
20. Sweetwater
21. Galveston
22. Silsbee
23. Albuquerque 1st
24. Albuquerque 2nd and 3rd
25. Albuquerque 4th
26. Old Arizona
27. Los Angeles
28. Valley

SYSTEM SENIORITY Q&A

- Q. Does Section 3(a) allow Engineers with a seniority date established on or before September 20, 1995, to simply bump to another prior right seniority district?
- A. No. Any Engineer desiring to make a move from one prior right district to another must make application with the BLE General Committee and be placed on the list contemplated under Section 3(b).
- Q. Why does Section 3(b) identify that only Engineers with a seniority date established after September 20, 1995, need to be placed on the list of those Engineers desiring to move to another prior right district?
- A. The earliest date that any Engineer may use in order to go to a new prior right district is September 20, 1995. Engineers with seniority dates established before September 20, 1995, may only use that date on their home prior right district.
- Q. Once an Engineer makes written application to transfer to another prior right district, and that application is accepted and approved, may that Engineer then withdraw the application?
- A. No. Once the Engineer's application is approved, the Engineer must go to the new prior right district.
- Q. What is meant by the restrictions in Section 8?
- A. This Section means that this agreement does not intend, nor does it contemplate, that BNSF should ever suffer a shortage of Engineers at any location, at any time, in order to comply with the spirit and intent of the Agreement. BNSF has committed to allow Engineers, to the extent practical and feasible, to work at locations of their choosing, consistent with the application of seniority principles.
- Q. Provided that there are sufficient Engineers available, may an Engineer exercise a 30-day bump to another prior right district?
- A. No. In order to move from one prior right district to another, written application must be submitted to the General Chairman's Office and the move must be approved.
- Q. An Engineer properly makes application to move from one prior right district to another BNSF invokes the provision under Section 8(a) (the one-year hold). Upon the expiration of the one-year hold, is BNSF obligated to allow the Engineer to go to the new prior right district?

- A. Once the application for transfer is approved, the Engineer may not be held at the old prior right district for more than one year, as contemplated by Section 8(a).
- Q. There were Engineers actively participating in training for promotion on September 20, 1995, yet they did not establish seniority as an Engineer until after that date. For purposes of this Agreement, are these Engineers protected under the same conditions as those who actually established engine service seniority on or before September 20, 1995?
- A. Yes.
- Q. Section 8(b) talks about 10% of a prior right seniority roster. How is the 10% to be calculated?
- A. This Section contemplates 10% of the number of Engineers actually working on the prior right district, not 10% of the number of names that may be carried on the roster.
- Q. How does this Agreement affect the prior right status of Engineers that are working at trackage rights locations on a new seniority district?
- A. Nothing in this Agreement supersedes or affects conditions previously accepted concerning the handling of Engineers working at trackage rights locations/seniority districts.

SYSTEM SENIORITY SIDE LETTER (ESTABLISHING DATE)

Paragraph 4a of the November 15, 1998 System Seniority Agreement is changed to read:

Engineers establishing seniority after October 14, 2002, who transfer to a new prior rights seniority district, shall establish a new seniority date on the new prior rights seniority district based on the date of the first service (including qualifying trips with or without compensation) performed on the new district.

SIDE LETTER (PARAGRAPH 8(A))

This letter shall serve to confirm our understanding that in application of the BLE System Seniority Agreement, the one-year period contemplated by Paragraph 8(a) is to commence at the time the Carrier approves the applicant's transfer.

SIDE LETTER (NOTIFICATION)

Engineers desiring to return to their prior right seniority location after fulfilling the terms of paragraph (4) subparagraph (c) must notify the BLE General Chairman in writing of their desire at least 30 days in advance of their returning to their prior right location. After the BLE General Chairman has received notice that the engineer wishes to return the appropriate Carrier Officers will be notified accordingly.

SIDE LETTER (3-YEAR HOLD)

Engineers promoted after the date of this letter shall not be eligible to transfer their engine service seniority pursuant to the terms of the "System Seniority" Agreement for a period of three (3) years from their date of promotion.

PRIMARY RECALL

The parties acknowledge the need to address promotional responsibility to engine service at the locations that LETP classes are assigned. In that resolve, this agreement will establish parameters addressing those needs. Additionally, the parties recognize that employees need to understand their obligations and responsibilities to engineer seniority. Accordingly, those demoted engineers who entered LETP after January 1, 2005 will be required to protect their engine seniority at the location where they entered the LETP Class for 3 years from the date of promotion as described herein. This application will be referred to as "primary recall."

1. In the event an engineer permanent assignment goes "no-bid" in accordance with the working schedules of the respective former roads, the junior demoted engineer at the location of the "no-bid" assignment will first be force assigned, if none, the junior demoted engineer at the supply point location or in the zone of the assignment will be force assigned.
2. If none, demoted engineers standing for "primary recall" shall be force assigned to the "no-bid" position ahead of other demoted engineers. This force assignment of the engineers standing for this "primary recall" will be accomplished by force assigning the junior demoted engineer standing for primary recall to the involved location who is assigned at the closest point by highway miles. (AMENDED by the 2009 Memorandum

of Agreement Article 4(a): That portion of Ops 7-05 dated March 15, 2005, referring to the recall of engineers in accordance with the 3 year hold down will be modified by removing any reference to "closest by highway miles" and will be amended to recall those engineers in reverse seniority order regardless of their assigned location at the time.

3. If none, the existing rules governing force assignment to assignments on the former BN Northlines, C&S, FWD, JTD and ATSF will continue to apply as currently described by the specific agreements governing force assignments to the respective former properties. For assignments on the former SLSF, the junior demoted engineer that does not stand for primary recall to the involved location will be force assigned from the closest point by highway mile, unless modified and/or amended by subsequent agreement(s).
4. The methodology for ascertaining the mileage between these locations for the purpose of force assigning will initially be accomplished by using an agreed upon method.
5. This agreement shall not be construed as changing or amending existing schedule rules, agreements or understandings with the Brotherhood of Locomotive Engineers and Trainmen, except as it is necessary to make the provisions of those schedule rules, agreements or understandings conform with this agreement. If there is any conflict between an existing schedule rule, agreement and/or understanding and a provision of this agreement, the provisions of this agreement shall apply.

SIDE LETTER 1

This is to acknowledge our recent discussions regarding force assigning engineers to protect their engine seniority at a location more than 50 miles from the location assigned as a demoted engineer. Both parties understand the importance of affording employees the opportunity to secure rest and prepare for their tour of duty.

With that resolve, the carrier will allow force assigned engineers to utilize existing contracted lodging facilities at the location provided that rooms are available, for a maximum of 60 days.

At those locations where there are no contract lodging facilities, the carrier will make every effort to arrange for similar accommodations.

Those employees wishing to secure accommodations under these provisions will be afforded an opportunity to make arrangements with the Carrier Designated Officer at the time of need. All pertinent information will be exchanged at that time.

SIDE LETTER 2

This is to acknowledge our recent discussions regarding "primary recall" for demoted engineers. During our discussions it was understood that the "force assignment" provisions found in Section 1 of the agreement would not add to or subtract from the promotional responsibilities of engineers who are "prior righted" under existing agreements.

It was also understood that the application of Section 1 will not affect the "Zone" specific application of ebb and flow and currently in place at locations where there are multiple zones. When the individual zones are exhausted of demoted engineers at these locations, Section 2 will then be applicable.

SIDE LETTER 3

This is to acknowledge our recent discussions regarding "primary recall" for demoted engineers. Included in our discussion was the force assignment of junior engineers to protect their engine seniority. Both parties understand the need for these demoted engineers to be able to bid and be awarded the same assignments that they stand to protect by force assignment.

Accordingly, it is understood that all engineers holding seniority on an engineer's seniority district will be allowed to access engineer bulletins, permanent bids and/or standing bids for engineer assignments. The senior applicant applying for any permanent vacancy will be awarded the open assignment. If no engineers holding seniority on the involved seniority district bid on the vacant position, the force assignment provisions of the "primary recall" agreement will apply.

SYSTEM TRANSFER AGREEMENT

This Agreement will govern engineer transfers from former Santa Fe seniority districts to former Burlington Northern seniority districts, and from former Burlington Northern seniority districts to former Santa Fe seniority districts. The Agreement will not affect or apply to transfers between former Santa Fe seniority districts under their November 23, 1998 Agreement, nor will it affect or apply to transfers between former BN seniority districts under their November 1, 1990 Agreement.

Article 1

Engineers wishing to transfer from former Santa Fe seniority districts to former Burlington Northern seniority districts or from former Burlington Northern seniority districts to former Santa Fe seniority districts may, at the Carrier's sole discretion, be allowed to transfer seniority districts. Those engineers wishing to transfer under this agreement will make application to the BLET General Committee of Adjustment under whose agreement they are working. The BLET General Committee of Adjustment will forward this request to Carrier Officer designated to receive said transfer request.

Before employees may transfer under this agreement, the transfers must be authorized by the Carrier, in writing, specifying the effective date of the transfers and the seniority districts involved in the transfer. Once approved, engineers transferring under this agreement shall establish a seniority date on the new district upon the date of first service (including qualifying trips with or without compensation) performed on the new district. If two or more engineers establish the same date on a single district under this agreement, they will be ranked by the earliest date of hire (continuous employment). If that date of hire is the same, they will be ranked by date of birth, oldest prevailing. These transferring engineers will be treated as "hired engineers" for purposes of establishing seniority dates for all firemen/student engineers in LETP. All firemen/students in LETP classes on any of these same properties, at that time, will immediately establish engineer seniority dates by LETP class, ahead of said "transferred/hired" engineers, subject to their successful completion of LETP.

Article 2

Engineers approved to transfer under this agreement will retain their seniority position on their original seniority district. However, they will not be subject to recall as an engineer, or be required to protect any engineer's promotional responsibility on their original district unless they successfully transfer back to their original seniority district as stipulated above. Seniority on the original district will be "inactivated" upon transfer and activation of engineer seniority on a new district and will remain inactivated until such time that a transfer back to the original district is accomplished under the terms of this agreement. This method of inactivating seniority will only apply to seniority on the original seniority district on which an engineer first established seniority. Engineers transferring a second time to a third and separate district will relinquish all rights to engineer seniority on any district other than the original district on which engineer seniority was first established.

Transfers under this agreement will not require that the transferring engineers be able to hold service as an engineer on the district transferring to in order to be approved. Transfers under this Section are allowed at the sole discretion of the Carrier and engineers so allowed to transfer will be added to the new engineer seniority district pursuant to Article 1 of this Agreement. Engineer seniority on the original district on which the employee established engineer seniority will be

inactivated on this same date, as described above, while engineer seniority on any other districts will be relinquished.

Article 3

An engineer who possesses operating craft seniority prior to October 31, 1985, who voluntarily transfers under this agreement, will retain eligibility for all Pre-1985 pay elements.

Article 4

An engineer transferring under this agreement will utilize his date of hire applicable on the original seniority district for eligibility to vacation weeks and personal leave days, but vacation scheduling will be based upon the seniority applicable at the location where the vacation will be afforded.

Article 5

Engineers transferring under this agreement will be compensated for time spent qualifying as stipulated under the collective bargaining agreement in effect on the district transferred to.

Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provision of agreements or schedule rules, or the Merger Protective Agreements as implemented between the Carrier and the Brotherhood of Locomotive Engineers and Trainmen. This agreement shall be effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

PROBATIONARY PERIOD

(1978 National Agreement)

Section 1 - probationary period

Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the carrier must be declined in writing to the applicant.

Section 2 - Omission or Falsification of Information

An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it.

TEMPORARY TRANSFER

(1996 Memorandum of Agreement)

When there is a shortage of locomotive engineers on one seniority district and an excess of locomotive engineers on another seniority district, the Carrier may advertise for locomotive engineers to temporarily transfer from one district to another for a period not to exceed ninety (90) days. Districts with furloughed engineers will be canvassed first; districts with reserve board engineers second.

The Carrier will notify the BLE general chairman prior to posting the temporary transfer notice and outline the details of the transfer. The BLE general chairman will be given a list of names of engineers temporarily transferred.

The temporary transfer notice will be posted for at least 72 hours prior to notifying selected engineers.

Engineers will be selected for temporary transfer in seniority order. Engineers not selected for temporary transfer will be advised as to the reason why.

The Carrier will pay travel and living expenses to temporarily transferred engineers as outlined in the transfer notice.

The Carrier will pay the temporary transfer allowance in addition to all earnings to temporarily transferred engineers as outlined in the transfer notice.

Temporarily transferred engineers will not establish seniority on the new district but will occupy a temporarily established transfer board from which they will be called to fill engineer vacancies when there are no engineers at the source of supply to fill vacancies.

SENIORITY RETENTION/MAINTENANCE

- A.** Unless the parties otherwise mutually agree, BNSF will not enter into any new "seniority retention or maintenance" agreement with any labor organization representing BNSF transportation ground service employees, where BNSF would be the only employer participating in that agreement.

- B.** If BNSF is ever bound by any new seniority retention or maintenance agreement due to BNSF's participation in multi-employer, e.g., national bargaining, then BNSF shall promptly offer comparable seniority retention or maintenance terms to all BLET general

committees representing BNSF locomotive engineers; except where barred by any already existing agreement to which BLET and BNSF are parties, acceptance of such terms shall be entirely at the option of each BNSF BLET committee, provided that acceptance must be communicated in writing to BNSF by each accepting committee within ninety days of the offer.

FLOWBACK AGREEMENT

The parties recognize that existing agreement provisions regarding the exercise of seniority, particularly when employees hold seniority in both ground and engine service, require some number of people to work at locations away from home when, in a strict technical sense, the employee possesses seniority that would, but for current agreement application, allow that person to work at home. Clearly, this circumstance, albeit required under applicable collective bargaining agreements, results in a number of negative implications including, but not limited to, unnecessary fatigue and a generally unpleasant quality of work life. Therefore, the parties desire that, to the extent possible, seniority in either ground or engine service should seek its own level without unnecessarily obligating employees to leave home when they possess seniority at home that would otherwise allow them to work thereat. Moreover, it is recognized that it is necessary that BNSF, UTU and BLE cooperate in reaching a solution due to UTU being the designated representative for ground-service employees (as contemplated by this agreement), BLE being the designated representative of engineers (as contemplated by this agreement) and the application of certain National Agreement provisions that grant/require that transportation craft employees have seniority in both ground service and as engineers. It is in this spirit, and with a recognition that BNSF must have sufficient employees available across its system to satisfy business requirements; the following agreement is entered into amending the various tripartite agreements governing ebb-and-flow/single seniority in order to address the exercise of seniority between ground service and engine service.

This agreement does not, in and of itself, grant any seniority rights or privileges at any location where an employee has not or does not establish seniority in any craft pursuant to existing agreement provisions. Nor does it limit or extinguish any seniority rights held by employees prior to the effective date of this agreement.

1. Definitions

"Engine-service qualified groundmen" are employees holding seniority as an engineer and seniority in ground-service.

"Engine-service" is the position of engineer that is represented by the Brotherhood of Locomotive Engineers.

"Ground-service" includes the positions of conductor, brakeman, yard/engine foreman, yard helper, independent herder, footboard yardmaster, pilot, herder, switchtender, bleeder, skateman, car retarder operator, engine follower, fieldman, utility-man, work coordinator, and car rider that are represented by the United Transportation Union.

"Groundman or groundmen" are employees holding positions in ground-service.

"Source of supply" is a home terminal for employees where an extra board is maintained.

2. The exercise of seniority from ground-service to engine-service or from engine-service to ground-service, except when force assigned to any position pursuant to the terms of this agreement, are subject to the following restrictions.

2.1. Engine-service qualified groundmen in ground service may apply for any "advertised" position as an engineer. Engine-service qualified groundmen working as engineers may apply for any "advertised" ground-service position

2.2. Engine-service qualified groundmen in engine-service who are reduced from the active working list of engineers at a location may, seniority permitting, exercise their ground-service seniority at the location where reduced from engine-service.

2.3. The so-called "30-day Bump Provision," granted under the 1996 BLE National/Local Agreement, or similar agreements with UTU providing for the voluntary relinquishment of any assignment or position shall not serve to grant an engine-service qualified groundman the right to displace from an engineer's position to a ground-service position or vice versa.

2.4. Except as noted under 2.2 above, and subject to other provisions contained in this agreement, employees, in either craft, who obtain a displacement right under applicable agreement provisions may displace any junior employee in either craft where the employee holds seniority.

2.5. When an employee voluntarily exercises seniority to any position as provided by this Section 2, the employee shall not assume the position unless or until qualified to actually perform service on that position.

2.6. Nothing in this Section 2 changes, modifies, eliminates or in any fashion affects existing provisions concerning seniority district boundaries.

3. Engine-service qualified groundmen who are displaced and desire to change crafts shall be governed by the agreement provisions applicable to the craft held at the time of displacement.

4. An employee displacing into a craft must be qualified to fully assume the position. BNSF shall make reasonable accommodations to employees desiring to become qualified for positions, with the understanding that approved time off for qualification purposes shall be considered a BNSF-sanctioned absence.

5. In the absence of a bid for an engineer's vacancy or new assignment, the position shall be filled in the following sequence:

5.1. The junior demoted engineer working at the source of supply for the position.

5.2. The junior demoted engineer working at the closest source of supply pursuant to existing BLE Schedule Rules.

5.2.1. Once force assigned pursuant to 5.1 or 5.2 engineers will be permitted to bid on other engineer's vacancies but will still be considered force assigned and may not return to ground service until such time as a junior qualified engineer becomes available.

6. In the absence of a bid for a ground-service vacancy or new assignment, the position shall be filled pursuant to existing UTU Schedule Rules.

7. When an employee is force assigned pursuant to Sections 5 and 6 above the employee may give written notice to the designated Carrier Officer of the desire to be relieved when a junior qualified employee becomes available. It will be the responsibility of the affected employee to give notice to the designated Carrier Officer, who will cooperate with the affected employee to effect the release when a junior qualified employee becomes available. The employee force assigned will remain on the assignment until the junior employee reports and is available/qualified to assume service. The employee requesting release will then be released from the assignment and shall be allowed to exercise seniority, consistent with the requirements of this agreement addressing the exercise of seniority between engine and ground service, and applicable collective bargaining agreements addressing the exercise of seniority within engine and ground service. There shall be no deadhead or mileage cost as a result of applying the conditions of this Section.

8. When the service of an emergency engineer is required, i.e., the engineer's extra board is exhausted or there are no engineers working in the craft who are available, the position shall be filled in the following sequence:

8.1. The senior available demoted engineer at the source of supply who has made written request for emergency work.

8.1.1. An employee who is entitled to and does make written request to protect emergency service and cannot be contacted for use as an emergency engineer three times within a 30-day period shall have his request destroyed.

8.2. The junior available demoted engineer at the source of supply.

8.3. It is understood that the provisions of this Section will not be used to circumvent the requirements applicable to engineers' extra work vis-à-vis ground service employees, nor any other agreement provisions associated with the use of employees assigned to ground service being used in engine service and the compensation therefor.

8.4. This Section shall not serve to change Article XIII of the BLE 1996 Agreement.

9. For the purposes of scheduling vacations for employees who qualify therefor, consideration of the individual's request for a specified vacation period will be based on his continuous service date calculated from the earliest seniority date as an engineer for engineers' vacation scheduling or ground-service for ground-service vacation scheduling that is applicable to that employee at that location and on the involved seniority roster.

9.1. The number of allocated vacation "slots" in each class (i.e. road, yard, engineer, conductor, brakeman, yardman) will be based upon the class held by employees on October 1 of the calendar year and shall determine the allocation of vacation "slots" for the following year and, except as provided by 9.2 below, shall determine how vacations shall be assigned by class.

9.2. The assignment of engineer vacations "slots," driven by the October 1 date, shall be assigned to the senior engineers regardless of the craft the senior engineers are working in, i.e. ground or engine service, in accordance with existing vacation agreement provisions.

9.3. The assignment of ground-service vacations "slots," driven by the October 1 date, shall be assigned to the senior ground-service employees regardless of the craft the senior ground-service employees are working in, i.e. ground or engine service, in accordance with existing vacation agreement provisions.

9.4. The parties recognize that the Engineers' Organization has jurisdiction over Engineers' vacations and that the Organization representing groundmen has jurisdiction over vacations assigned to those crafts.

10. Engine-service qualified groundmen returning to ground-service under the terms of this agreement, who are not otherwise qualified for "crew consist" related benefits, shall not, as a result of this agreement become eligible therefor. Such "not otherwise qualified" employees shall be treated, during all time in ground-service resulting solely from the exercise of rights granted by this agreement, as "non-protected" groundmen ineligible for any form of payment (including "protective condition" guarantees, productivity fund buyouts, or "crew consist" related allowances and arbitraries) or any benefits available to crew consist protected groundmen under any applicable crew consist agreements.

11. On the date of this Agreement there were locations where there were Engineer Reserve Boards. Due to the change in requirements/obligations/rights concerning the exercise of ground and engine-service seniority vis-a-vis both UTU and BLE reserve board agreements, the parties agreed to meet and resolve the issue equitably at locations where Reserve Boards currently exist or are established. The parties understand that the purpose of this provision is to prevent the Carrier from unilaterally establishing only Engineer Reserve Boards or only Train Service Reserve Boards at a location. Absent an understanding reached locally to the contrary, any increase of Reserve Board positions at a location shall be on the basis of one to the Train Service Reserve Board, one to the Engine Service Reserve Board and so on.

12. Due to the Carrier's need to maintain a stable workforce at certain locations, BNSF may hire ground service employees, who establish seniority after the effective date of this Agreement, as "primary-recall" employees at certain locations. These "primary-recall" employees shall be obligated to work jobs protected by the location where hired until a junior "primary-recall" employee becomes available.

12.1. Once an employee is released from the location of hire account a junior "primary-recall" employee becoming available, the senior employees released shall have no further obligations pursuant to the provisions of this Section, except that for a period of five (5) years (from date of hire) these "primary-recall" employees stand for recall (in reverse seniority order) to the location until BNSF is able to hire additional employees.

12.2. Individuals hired under the provisions of this Section 12 shall be advised, in writing, prior to being hired, of these conditions. In addition, BNSF shall, to the extent practicable, hire individuals affected by this Section at the "primary-recall" location.

13. Any restrictions prohibiting or restricting the full exercise of seniority within and between seniority districts are eliminated except as set forth below.

13.1. Except as provided by Section 13.3 below, employees voluntarily exercising seniority from one so-called "Grand" Seniority District to another "Grand" Seniority District shall be required, so long as that employee is able to hold any position on the new Grand Seniority District, to remain on the new Grand Seniority District for a minimum of 30-days.

13.2. Except as provided by Section 13.3 below, employees voluntarily exercising seniority from one so-called "Prior Rights" Seniority District to another "Prior-Rights" Seniority District on the same "Grand" Seniority District shall be required, so long as that employee is able to hold any position on the new Prior-Rights Seniority District, to remain on the new Prior-Rights Seniority District for a minimum of 30-days.

13.3. For purposes of applying this Section 13, employees who exercise inter- or intra-Seniority District seniority in order to avoid being placed off-in-force shall not be

considered to exercised seniority voluntarily and shall not be subject to the 30-day obligation provided by Sections 13.1 and 13.2.

14. This agreement shall not be construed as changing or amending existing schedule rules, agreements or understandings with the Brotherhood of Locomotive Engineers or the United Transportation Union, except as it is necessary to make the provisions of those schedule rules, agreements or understandings conform to this agreement. If there is any conflict between an existing schedule rule, agreement and/or understanding and a provision in this agreement, the provision of this agreement shall apply.

This agreement shall become effective January 1, 2001, for a period of six months. At the end of the six-month period the agreement may be cancelled by either the United Transportation Union, the Brotherhood of Locomotive Engineers or the Burlington Northern and Santa Fe Railway Company by serving a 20-day written notice upon the other two parties. If this agreement is not cancelled at the expiration of the six-month period the agreement will continue in effect in accordance with the provisions of the Railway Labor Act, as amended.

FLOWBACK AMENDMENT

This letter shall serve to confirm our understanding regarding the application of Section 5.2 of the so-called "Flowback" Agreement. Currently Section 5 of that agreement, dealing with the handling of a permanent vacancy or new assignment in the absence of a bid from an engineer, provides that the vacancy be filled in the following manner:

5.1 The junior demoted engineer working at the source of supply for the position.

5.2 The junior demoted engineer working at the closest source of supply pursuant to existing BLE Schedule Rules.

5.2.1 Once force assigned pursuant to 5.1 or 5.2 engineers will be permitted to bid on other engineer's vacancies but will still be considered force assigned and may not return to ground service until such time as a junior qualified engineer becomes available.

Section 5.2 shall be changed to read:

5.2 The junior demoted engineer working at the Closest source of supply pursuant to existing BLE Schedule Rules, except at La Junta~ Raton, Slaton, Lubbock, Lafayette,.

Beaumont, Clovis, Belen West, Phoenix, Winslow, Needles, Bakersfield and El Paso where the vacancy shall be assigned to the junior engineer holding seniority on the applicable seniority roster.

This is a modification to the original understanding, only to the extent that Slaton and Lubbock are now added.

I understand that you have already contacted the other parties signatory to the "Flowback." Agreement and that since all of the identified locations fall exclusively under the terms of the former ATSF Agreements, there are no objections to this change being implemented.

FLOWBACK Q&A

General

Q. Does the Flowback Agreement apply to any employees who are not working under the terms of the former ATSF collective bargaining agreements?

A. No.

Q. If an engineer working under the former ATSF Agreements exercises seniority under the Flowback Agreement to a ground-service position under the former ATSF Agreements, is that employee then eligible to exercise ground-service seniority to a ground-service position governed by other than former ATSF Agreements?

A. Except at Terminals consolidated under the BN-ATSF merger where the former ATSF-BLE Agreements are controlling, the answer is "No." An employee holding a ground-service position pursuant to the Flowback Agreement cannot exercise ground-service seniority to a ground-service position governed by agreement provisions other than those on the former ATSF so long as that employee would have been required to protect engine-service under the former ATSF Agreements "but for" the Flowback Agreement.

Q. The various Crew Consist Agreements provide for Personal Leave Days, for example, the Northern and Southern Divisions (UTU) provide that yardmen are entitled to a maximum of 14 Personal Leave Days. What prevents employees from exercising seniority under the Flowback Agreement from an engine-service position to a ground-service yard-service position, cashing in the ground-service Personal Leave Days and then returning to engine-service?

A. The Personal Leave Day provisions associated with the agreement applicable to the vacation assigned the individual employee will apply to that employee for that calendar year.

Q. Are engine-service qualified employees working in ground-service pursuant to the terms of the Flowback Agreement obligated to maintain their engine-service qualifications, e.g. certification?

A. Yes.

Q. Side Letter #1 memorializes the recognition of conductor seniority to engine service employees establishing ground-service seniority (pursuant to the 1985 National Agreement's Article XIII provisions) on or after November 1, 1985, or were not a promoted conductor prior to November 1, 1985. Does this mean that employees affected by the Side Letter are automatically qualified to work as conductors?

A. Yes, however the criteria attendant to the specific qualification/familiarization requirements in order to actually perform service as a conductor are the responsibility of the Division Superintendent, or his designated representative, consistent with the compensation provisions contained in existing agreement addressing employees being qualified to actually perform service as a conductor.

Q. Are pre-1985 engineers working in ground-service with a post-85 ground-service seniority date subject to the application of rate progression (entry rates)?

A. No.

Q. Are pre-1985 engineers working in ground-service with a post-85 ground-service seniority date entitled to payment of so-called "duplicate time payments?"

A. Yes.

Q. Are pre-1985 trainmen working in engine-service with a post-85 engine-service seniority date entitled to payment of so-called "duplicate time payments?"

A. Yes.

Q. Currently bids for ground-service positions are filled on a day of the week that is different from when engine-service positions are filled. With this new agreement employees may bid for both engine-service and ground-service positions. How will the employee be handled when it is desired to bid for positions in both engine and ground-service?

A. When the employee has bid positions on both engine and ground-service, if the employee is able to hold any position in engine-service on the bid, the individual will be assigned to the engine-service position without consideration of any bid for ground-service. It will only be in the

event that the employee is unable to hold a "bid" engine-service position that his or her bid for ground-service will be considered.

Q. May one party cancel this agreement without the concurrence of all parties?

A. The agreement may be cancelled by any one of three parties signatory to the agreement. BNSF may cancel, BLE may cancel and UTU may cancel. In the case of UTU, there are three General Committees involved; therefore, all three General Committees would have to agree to cancel the agreement on behalf of UTU.

Section 2

Q. If an employee voluntarily exercises seniority pursuant to the terms of this Agreement, is the employee then restricted in any manner?

A. The employee must remain in ground-service or engine-service (depending on the craft the employee exercised seniority to) for a minimum of seven (7) days, unless the employee is displaced through no fault of his own.

Q. Will letters of request for unassigned service (combo board, pool turns, yard extra boards) be honored as a bid on an "advertised" position when moving from engine-service to ground-service?

A. Yes. However, in the event the employee has a bid in for any other engine service position and the individual is able to hold such position, the engine service position will be filled first.

Q. How would an engine-service qualified groundman working in engine-service obtain a displacement right to ground-service?

A. By being reduced from the active working list of engineers at that location or securing a full displacement right under BLE rules in place at that location.

Q. Are engine-service qualified groundmen in engine-service who are reduced from the active working list of engineers at a location restricted to exercising their ground-service seniority at the location where reduced from engine-service?

A. No. The employee may bump wherever his or her seniority will permit.

Q. When engine-service qualified groundmen in engine-service are reduced from the active working list of engineers at a location and are able to hold a position in engine-service on another working list at the same location may they exercise seniority to ground-service at that location?

A. Yes

Q. Does this agreement give engine-service qualified groundmen a bump when returning from vacation?

A. Existing agreements applicable to whether an employee has a full bump upon return from vacation are unchanged by this agreement.

Q. May an engineer use his 30-day bump to exercise seniority from engine-service to ground-service.

A. No.

Q. May an engineer who has been displaced by an engineer using a 30-day bump exercise seniority to ground-service?

A. Yes.

Q. Are employees allowed to displace from engine-service to ground-service or vice versa with a so-called "Sadie Hawkins" styled bump?

A. No.

Q. An engine-service qualified groundman is working in ground-service and gets bumped. May that individual now exercise engine-service seniority and displace a junior engineer?

A. Yes.

Q. Certain agreements provide that when the incumbent on a position is absent for a certain period of time, the position held by that individual is filled as a permanent vacancy. Then when that individual returns s/he is afforded a bump. When the individual returns may s/he exercise seniority to either ground or engine-service, or must the individual return to the craft s/he was originally holding?

A. Under these circumstances the employee, having secured displacement rights, may exercise seniority to either engine- or ground-service.

Section 4

Q. When an engine-service qualified groundman exercises seniority from engine service to ground-service, how long will that employee have to qualify?

A. The qualification/familiarization requirements will be determined locally.

Q. How many orientation trips will an employee be required to make upon exercising seniority from ground-service to engine-service or vice versa?

A. The number to be determined by local supervision.

Section 5

Q. Section 5 of the Agreement contemplates the forcing of junior demoted engineers. Does this include engineers in furlough, off-in-force or stay-at-home status?

A. No. The term "junior demoted engineer" means the "junior demoted engineer" in active service.

Q. May an engine-service qualified groundman force assigned to an engine service position return to ground service when bumped?

A. Yes, unless the employee stands to be force assigned as an engineer under the terms of this Agreement.

Q. Can the junior employee standing for force assignment to engine-service be forced from a "bump board?"

A. Yes, with the understanding that the employee retains the right to exercise seniority if the employee exercises such seniority immediately upon being notified of the force assignment. Furthermore, the employee has the right to immediately file a "request for release" when a junior employee becomes available.

Section 7

Q. A ground-service qualified engineer force assigned to a vacancy desires to make written request for release. When must the request be submitted?

A. Within 48 hours of being notified of the force assignment.

Q. Who is the "designated Carrier Officer" to be notified in the event the engineer desires release?

A. The appropriate member of Crew Support responsible for the territory where the engineer has been assigned.

Q. Does this section eliminate the bulletining (advertisement) of ground-service vacancies and place into effect standing bids?

A. No, this agreement does not, in and of itself, eliminate agreement provisions except as specifically identified in the agreement. Section 7 specifically relates to the previous Sections 5 and 6. Section 5 addresses the filling of engine-service positions that go "no bid" and Section 6 specifically preserves the provisions of existing UTU Rules when filling ground-service positions going "no bid."

Section 8

Q. There are no rested engineers on the engineers' extra board and there are no demoted engineers with a request on file to protect temporary vacancies when the engineers' extra board is exhausted. How will the vacancy be filled?

A. After exhausting the applicable requirements under existing BLE schedule agreements, the vacancy shall be filled by the junior available demoted engineer at the source of supply protecting the vacancy.

Q. Before the effective date of this agreement, if the oldest demoted engineer stood to protect the vacancy. Has this agreement changed that provision to the junior demoted engineer?

A. Yes.

Section 9

Q. If an engine-service qualified groundman is working in engine-service on the October 1 "fire date," with a ground-service ranking of 10 and an engine-service ranking of 55, and there are 60 vacation slots for engine-service and 60 slots for ground-service, to which slot will the individual be assigned?

A. Since the engine-service vacation slots are to be filled first, the employee identified by the above question would be assigned a vacation as an engineer. Furthermore, it should be noted that the fact the employee happened to be working in engine-service on the "fire date" is not relevant. The 60 engine service slots will be filled by the senior 60 engineers, without regard to the craft held by the 60 senior engineers.

Q. Other than defining the "last service performed prior to 12:01 a.m. December 1 of each year" to October 1 of each year, does this agreement in any other manner change or affect the Vacation Agreement(s).

A. No. Those employees not assigned an engineer's vacation as discussed in the previous question will be assigned vacations as conductor, brakeman or yardman based upon the class of service held on October 1.

Section 10

Q. Do pre-1985 employees who were working as enginemen and held ground service seniority prior to the 1989 and 1992 Coast Lines Crew Consist Agreements become eligible for the trainmen's trust fund upon returning to ground-service?

A. No.

Section 11

Q. What is the formula for allocated slots on the engineers' reserve board?

A. There is no formula, other than the understanding that UTU and BLE reserve board slots are to be allocated as closely as possible to 50%-50%. In other words, if a location meets the agreement requirements for the establishment of 10 reserve board slots, 5 will be UTU and 5 will be BLE.

Q. Could there ever be more employees on the BLE reserve board than on the UTU reserve board?

A. Yes, but never by more than one.

Q. How will employees be recalled from reserve status?

A. Unless there is a request to be recalled in seniority order, the junior employee from the reserve board having the most people assigned shall be recalled first. In the event both reserve boards are of equal size, the junior employee on the UTU board shall be recalled. Thereafter recalls shall be on a one-to-one basis, i.e., if the first recall is from the UTU reserve board, the second person recalled will be the junior engineer on the BLE reserve board, the third will be the junior trainman on the UTU reserve board, and so on.

Q. Does this mean there is a possibility that an engineer may be recalled because there is a need for trainmen?

A. Yes. In order to maintain equity between the reserve boards this is necessary. The recalled engineer may exercise seniority in engine-service thereby, through the exercise of seniority, create a trainman. Or the engineer, if ground-service qualified, may exercise seniority in ground service.

Q. Are all engine-service qualified employees eligible to bid to the Engineer Reserve Board?

A. No. The employee must have seniority as an engineer AND be a protected employee as provided under the applicable Crew Consist Agreement(s).

Q. Are there any restrictions as to the craft the otherwise eligible employee is actually working when bidding on the Engineer Reserve Board?

A. No.

Q. May an engine-service qualified Conductor bid to the Engineer Reserve Board?

A. Yes, so long as the employee has seniority as an engineer AND is a protected employee as provided under the applicable Crew Consist Agreement(s).

Q. At locations where Reserve Boards exist, will the Engineer Reserve Board be open for bids by seniority request at all times?

A. Yes.

Section 12

Q. May a primary-recall employee displace a junior employee at another location at a time when the primary-recall employee is needed at the primary-recall location?

A. No.

Q. What is the order of recall for primary-recall employees?

A. First the primary-recall employees at the primary-recall location who are furloughed, off in force or on stay-at-home at the primary-recall location shall be recalled in seniority order. Then primary-recall employees working at other locations shall be recalled in reverse seniority order.

Q. If a primary-recall employee has been released and is working away from the primary-recall location and is recalled to the primary-recall location within the 5- year period, how much time does the primary-recall employee have to mark-up at the primary-recall location?

A. Five days, unless additional time is approved.

Q. Is the primary-recall employee returning to the primary-recall location entitled to a full-displacement bump at the primary-recall location?

A. Yes.

Section 13

Q. Are there any restrictions to exercising seniority from one Grand Seniority District to another Grand Seniority District, or from one source of supply to another source of supply within the same Grand Seniority District, other than the 30-day minimum in the case of a voluntary (other than to avoid being placed off in force) movement?

A. No.

Q. Does the answer to the above question mean that "anyone" holding seniority on any of the former ATSF Grand Seniority Districts may exercise seniority subject only to the conditions of this "Flowback Agreement?"

A. No. In order to exercise any of the rights granted by this agreement, the employee must be working at a location and on an assignment governed by the former ATSF collective bargaining agreements. Individuals at locations governed by the collective bargaining agreements of the other BNSF component railroads are not governed by this "Flowback Agreement."

Q. Have the various restrictions governing the exercise of seniority within a Grand Seniority District also been eliminated, e.g. on the Coast Lines a trainman would only be allowed to move from one Coast Lines location to another Coast Lines location upon an extra board increase?

A. Yes. There is, however, a 30-day hold down at the new location.

Q. Has this agreement eliminated the "hold down" associated with the exercise of seniority between road and yard service or vice versa?

A. No. However an employee receiving an otherwise proper exercise of seniority from ground-service to engine-service or from engine-service to ground-service will not be subject to the road/yard "hold down."

Q. If a ground-service employee working in yard service is subject to a 30-day "hold down" in the yard, but exercises seniority to road service in engine-service after 20 days, is that employee obligated to return to yard service for 10-days after being reduced from engine-service.

A. With the exception of the seven (7) day "hold-down" addressed by the first question and answer under Section 2 hereof, the answer is "No." An employee properly exercising seniority from ground-service to engine-service or vice versa is not subject to any obligation under the road/yard "hold down" provisions upon reverting to the original craft.

ENHANCED EMPLOYMENT OPPORTUNITIES

(Article VII, 1996 National Agreement)

Section 1

In the event that a carrier sells or leases its interest in one or more rail lines to a non-carrier pursuant to a transaction authorized under 49 U.S.C. §10901 (or any successor provision) as to which labor protective conditions have not been imposed by any governmental authority, any employee represented by the organization signatory hereto who (i) as a result of that transaction is deprived of employment with the carrier because of the abolition of his position, and (ii) does not accept employment with the purchaser shall be entitled to the benefits set forth in Section 2.

Section 2

- (a) An employee covered by Section 1 shall have the right, in seniority order, to bid on vacant positions or claim open locomotive engineer positions at any location on the carrier at any time within ninety (90) days after being deprived of employment. Seniority issues associated with the exercise of that right shall be resolved by the carrier and the organization representative or, absent agreement and at the request of either party by written notice served on the appropriate representative of the other party, by final and binding arbitration as provided in subsection (b). Solely for the purpose of this Section, a single locomotive engineer seniority roster for the carrier shall be developed, in accordance with applicable rules and procedures, no later than September 30, 1996.

- (b) The arbitrator shall be selected by the parties. If they fail to agree within five days from the date notice of the submission to arbitration is received from the moving party, either party may request a list of five potential arbitrators from the National Mediation Board, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip unless otherwise agreed by the parties. The fees and expenses of the arbitrator shall be paid under Section 153 of the Railway Labor Act.
- (c) An employee exercising rights under this Section who relocates his residence shall receive a relocation allowance of \$5,000, provided, however, that an employee shall be required to elect between such allowance and any carrier relocation benefits that may be provided to such employee under other existing agreements or arrangements. Such allowance shall be paid in two equal installments: the first payable on the relocation date, and the second ninety (90) days thereafter. Such allowance (or any portion thereof) shall be payable as provided as long as the individual has an employment relationship with the carrier and is still at the new location at the time the payment is due.

NOTE: Employees who presently have extended seniority and who are deprived of employment on their prior right territory(s) as a result of a transaction covered in Section 1, will be covered by the conditions of Section 2(c), provided that any exercise of seniority must be beyond their prior right territory(s), with a minimum of fifty (50) miles distance.

Section 3

In the case of any transaction authorized under 49 U.S.C. §10901 (or any successor provision), the arrangements provided for under this Article shall be deemed to fulfill all of the parties' bargaining obligations that may exist under any applicable statute, agreement or other authority with respect to such transaction, and shall also be deemed to satisfy the standards for the protection of the interests of employees who may be affected by such transaction described in 49 U.S.C. §10901(e).

Section 4

This Article shall become effective June 1, 1996 and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

ENHANCED EMPLOYMENT OPPORTUNITIES Q&A

Q-1: Should a subsequent separate transaction occur after an initial relocation would the affected employee be allowed to again apply under Section 2?

A-1: Yes.

Q-2: What does "deprived of employment" mean for the purposes of the application of this Article?

A-2: The inability to obtain any possible position to which entitled.

Q-3: Will the resultant seniority roster established per Article VII, Section 2, cause any employee to suffer a loss of seniority on any roster to which they currently have seniority?

A-3: No. Such employee establishes seniority as of the date of service in the vacant, must fill or claim open, must fill position. All existing seniority remains intact.

Q-4: In order for an employee to receive the relocation allowance under Section 2(c), is it required that the employee:

- (a) Sell his/her existing residence?
- (b) Stay/work a minimum amount of time at the new location?
- (c) Move thirty (30) or more miles from his former residence?

A-4:

- (a) No.
- (b) To receive the full allowance, the rule requires that the employee be at the new location at the time the second payment is due.
- (c) Yes. The note to paragraph (c) requires an exercise of seniority a distance greater than 50 miles.

Q-5: What is the definition of "prior right territory(s)" as set forth in the note to Section 2(c)?

A-5: This is determined on the individual properties in accordance with the applicable rules and/or practices governing seniority.

LETTER OF UNDERSTANDING 7/1/2004

This letter will confirm our discussion on May 12 about the process for application of Article VII, Sections 1 and 2 on BNSF.

We have agreed that the following will apply in the event of a sale or lease of a line or lines of railroad to a purchaser under Sections 10901-2:

1. A. This letter applies only to an engineer who, as a result of the sale or lease, is deprived of employment with BNSF.

 B. "Deprived of employment" means that the engineer is unable to hold engine, train or yard service on their engine, train or yard service seniority district as those districts existed or were defined on January 1, 1995 (or, in the case of the districts created with the trackage rights, those districts as originally created). Also, if a person has bid off his home district as described just above using any post-January 1, 1995 expanded engineer seniority that he holds, he would have to be "deprived of employment" on both his current working district (where the line sale or lease occurs) and his home district in order to come under the coverage of this agreement.

 C. An engineer who meets the tests set forth in paragraph 1B will not be deprived of the benefits of this letter by virtue of any exercise of seniority to which he was entitled pursuant to the BN/BLE Transfer Agreement dated November 1, 1990 or the ATSF/BLE System Seniority/Transfer Agreement dated October 16, 1998. Correspondingly, the granting of transfer rights here shall not detract from any exercise of his rights under those transfer agreements.

2. A. An engineer who meets the definitions of Section 1 of this letter shall have the right, in seniority order, to bid on vacant positions or claim open locomotive engineer positions at any location on the carrier at any time within ninety (90) days after being deprived of employment.

 B. Engineers wishing to exercise this right will make application to the BLET General Committee of Adjustment under whose agreement they are working. The BLET General Committee of Adjustment will forward this request to the company officer designated to receive such requests.

 C. An engineer who has an engineer's seniority date on or preceding September 30, 1996 on the district where he has been deprived of employment shall have a seniority exercise date of September 30, 1996 to bid on vacant positions or claim open locomotive engineer positions at other locations. An engineer who has an engineer's seniority date after September 30, 1996 on the district where he has been deprived of employment shall have

that engineer's seniority date as his seniority exercise date to bid on vacant positions or claim open locomotive engineer positions at other locations. If two or more engineers have the same date for exercise of their rights under this paragraph, they will be ranked according to their earliest date of hire with the company (continuous employment). If that date of hire is the same, they will be ranked by date of birth, oldest prevailing.

D. An engineer who exercises his right under paragraph 2A will have to be the senior applicant bidding for the vacancy or claiming the open position, and subsequently be awarded that job in accordance with existing rules at that location to secure their rights under this letter.

E. An engineer who secures a position under paragraph 2B will retain his seniority date on the seniority district where he has been deprived of employment. However, that seniority will be "inactivated" and that engineer will not be subject to recall as an engineer or be required to protect any engineer's promotional responsibility on the original district. That engineer will be allowed to voluntarily return to the original district at such time as he is able to hold as an engineer.

3. A. Engineers who meet the conditions of paragraph 1B as a result of line sales occurring between September 30, 1996 and the date of this letter will have a 90-day window from the effective date of this letter to exercise their rights under this letter and to secure the seniority dates on their new districts under paragraph 2E.
4. An employee with operating seniority on or before October 31, 1985, who obtains a seniority date on a new district under the terms of this understanding, will retain all "pre-85" terms, conditions and benefits on his new district.
5. This letter will supersede any conflicting understandings or agreements to the extent of the conflict; will be effective July 1, 2004; and may be subsequently modified by mutual agreement of all of the parties or in accord with the amended Railway Labor Act.

TIME CLAIMS (ARTICLE 30)

DISPUTED TIME TICKETS

(b) When there is a dispute as to the amount which should be paid on time tickets, the amount the timekeepers decide to allow should be paid. If, after investigation, allowance is found to be incorrect, adjustment will be made.

ADJUSTMENT OF GRIEVANCES

(a) In case difference of opinion as to the construction of this agreement shall arise between the engineers and division officers, a written statement of the questions at issue must be submitted by the engineers, through the Division Officers and Mechanical Superintendent to the General Manager for his construction.

Representation

(b-1) The General Committee of Adjustment, Brotherhood of Locomotive Engineers, will represent all locomotive engineers in the making of contracts, rates, rules, working agreements, and interpretations thereof.

(b-2) All controversies affecting locomotive engineers will be handled in accordance with the interpretation of the Engineers' contract as agreed upon between the Committee of the Brotherhood of Locomotive Engineers and the Management.

(b-3) In matters pertaining to discipline, or other questions not affecting changes in Engineers' contract, the officials of the Company reserve the right to meet any of their employes either individually or collectively.

TIME LIMIT ON CLAIMS (ARTICLE 31)

(a) All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the company authorized to receive same within sixty days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within sixty days from the date same is filed, notify the employe or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances.

TIME CLAIMS, APPEALS

(Letter of Understanding 12/20/1971)

Item NO.3 amending paragraph (b) of Article 31, Engineer's Agreement is cancelled and the following new rule adopted.

If a disallowed claim is to be appealed, such appeal must be made within ninety (90) days from date of rejection, either by letter to the highest designated officer of the Carrier for handling time claims or be listed for informal conference with such officer.

When an informal conference is desired, request must be made within ninety (90) days from date of rejection and such conference will be scheduled by the Carrier to be held within sixty (60) days of the date request is received by the Carrier, which may be extended by mutual agreement. Settlements made on claims in informal conference will not be used by either party as a precedent and are not to be referred to by either party. The result of individual claim handling during informal conferences will be provided in writing by the carrier to the General Chairman within ten (10) days after completion of this conference.

Claims not disposed of in the informal conference may be appealed to the highest designated officer of the carrier, provided the appeal is made within ninety (90) days of date of the informal conference letter of disposition. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims.

Claims appealed to the highest officer designated by the Carrier to handle such claims must be paid or denied by that officer with specific reasons for the declination within ninety (90) days from the date of the appeal. If not so notified, the claim will be considered valid and will be settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims.

(c) The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within sixty days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within six months from the date of said officer's decision proceedings are instituted by the employe or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the six months' period herein referred to.

(d) All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour

of duty) up to the time when such claim or grievance is disallowed by the first officer of the carrier. With respect to claims and grievances involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This rule recognizes the right of representatives of the organization to file and prosecute claims and grievances for and on behalf of the employes they represent.

(f) This rule shall not apply to requests for leniency.

(From Section 17 of National Agreement dated August 11, 1948.)

NOTE: In applying this rule, the date a claim or grievance is received and date-stamped in the Division Superintendent's office shall govern in computing the sixty days from the date of the occurrence on which the claim or grievance is based. Thereafter the date of notification to the employe of disallowance of the claim, and the date of initial letters written by the employes' local chairman, the Superintendent, the General Chairman and the General Manager, shall govern in computing the time periods specified for each of the various stages of handling mentioned in paragraphs (a), (b) and (c) of this rule.

If, following decision of the General Manager, on this property the highest officer designated to handle claims and grievances, the General Chairman or Chairmen desire a conference to discuss the claim, the notice to the General Manager that his decision is not accepted and the request of the General Chairman or Chairmen for conference shall be made within sixty days of the date of the letter of the General Manager stating his decision. Following the conference the General Manager will notify in writing the General Chairman or Chairmen of his decision, which decision shall be final and binding unless within sixty days from date of such decision the General Chairman or Chairmen notify the General Manager in writing that his decision is not accepted. For cases discussed in conference the six months' time limit period specified for progressing the claim to the National Railroad Adjustment Board will commence with the date of the General Manager's letter stating his decision following the conference.

If a joint submission of the case to the Board is desired, the next to last sentence, paragraph (c), will be considered as satisfied if not less than sixty days prior to the expiration of the six months' period the General Chairman or Chairmen forward proposed statement of facts and position of the employes to the General Manager for completion of the submission on a joint basis, any delay sustained thereafter in completing the joint submission to be considered as an agreed-to extension of the six months' period specified in paragraph (c).

The foregoing shall be considered only as an agreed-to interpretation of certain provisions of this rule and, except as it deals specifically therewith, shall not alter or affect any other provisions of this rule. The preceding paragraph shall have no effect in respect to ex parte submissions.

(From Letter Agreement dated January 15, 1951.)

AMENDMENTS IN TIME LIMIT RULE ON CLAIMS AND GRIEVANCES

Letter of Understanding 12/20/1971

IT IS AGREED, effective for the craft and class of employes on date specified by Carrier, in connection with Article 31

(1) The designated carrier representative authorized to receive claims or grievances under Paragraph (a) thereof will set forth the reason for declining any claim.

(2) Paragraph (a) shall be amended to read:

"All claims must be presented in writing by or on behalf of the employe involved, to the designated representative of the company authorized to receive same, within sixty days from the date of the occurrence."

(3) Paragraph (b) is amended to read: (Amended by M.A. 2-8-84 page 113)

"If a disallowed claim is to be appealed to the highest officer designated by the Carrier to handle, such claims must be appealed within ninety (90) days from date of decision of the next lower designated carrier representative and such designated carrier representative shall be given a copy of such appeal. Failing to comply with this provision, the matter shall be considered closed, but shall not be considered as a precedent or waiver of the contentions of the employes as to the other similar claims. The decision of the highest officer shall be rendered within ninety (90) days from date of appeal to him."

(4) There will be no handling of claims or grievances with the Division Superintendents.

(5) Delete the following from Paragraph (c):

"The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer."

(6) The first paragraph of "NOTE " is amended to read:

In applying this rule, the date a claim or grievance is receive and date-stamped in the office of the carrier representative who is authorized to receive claims or grievances shall govern in computing the sixty days from the date of the occurrence on which the claim or grievance is based. Thereafter the date of notification and/or letter shall govern in computing the time periods specified for each of the various stages of handling as specified in this rule."

Disputes involving application of any portion of Article 31, derived from Section 17 of the August 11, 1948 National Agreement, shall be submitted to the National Disputes Committee established by the 1948 Agreement.

(7) The following shall be added to Article 31:

In handling of discipline cases, appeal of the decision to the designated carrier representative must be made within sixty (60) days. Should any such appeal be disallowed, the carrier representative shall, within sixty (60) days from date same is filed, notify the employe or his representative. If not so notified, the claim shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims. If a disallowed claim is to be appealed, such appeal must be taken within sixty (60) days from receipt of disallowance, and the carrier representative shall be notified of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims.

The foregoing procedures shall govern discipline appeals to each succeeding carrier representative, as designated, except that appeals to the highest officer designated by the carrier to handle such claims must be appealed within ninety (90) days from date of decision of next lower designated carrier representative and such lower designated carrier representative shall be given a copy of such appeal. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims. The decision of the highest officer shall be rendered within ninety (90) days from date of appeal to him.

If request is made for conference at any level of appeal on a discipline case, the time limit will be suspended until date of letter following conference.

UNION MEMBERSHIP

UNION SHOP

This article replaces any union shop agreements or agreement provisions currently in effect on the Carrier's lines.

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization, party to this Article representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this Article, and thereafter shall maintain membership in such Organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Article shall alter, enlarge, or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2.

The requirements of membership provided for in Section 1 of this Article shall be satisfied if any employee shall hold or acquire membership in any one of the labor organizations national in scope organized in accordance with the Railway Labor Act and admitting to membership employees of a craft or class in train, yard, engine or hostling service, that is, in any of the services or capacities covered in Section 3, First (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board, provided, however, that nothing contained in this Article shall prevent any employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of the services above specified.

Section 3.

(a) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Article so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements and continue therein thirty calendar

days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required within thirty-five calendar days from date of their return to such service to comply with the provisions of Sections 1 and 2 of this Article.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the Federal Government or a State Government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this Article but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this Article.

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft, and who, for reasons other than those specified in paragraphs (a) and (b) of this Section, are not in service covered by such agreements or leave such service, will not be required to maintain membership as provided in Sections 1 and 2 of this Article as long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service to take membership in an organization specified in Section 1 or 2 of this Article.

Section 4.

Nothing in this Article shall require an employee to become or to remain a member of the Organization if membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Article, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time.

Section 5.

(a) Each employee covered by the provisions of this Article shall be considered by the Carrier to have met the requirements of the Article unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Article and who the Organization therefore claims is not entitled to continue in employment subject to the rules and working conditions agreements. The form of notice to be used shall be agreed upon by the Carrier and the Organization, and the form shall make provision for specifying the reasons for

the allegation of noncompliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Article shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered. In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the rules and working conditions agreements not later than thirty days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of evidence produced at the hearing whether or not the employee has complied with the terms of this Article and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the decision is that the employee has not complied with the terms of this Article, his seniority and employment under the rules and working conditions agreements shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and Organization agree otherwise in writing. If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this Article. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate, to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered in writing within twenty calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the decision on such appeal is that the employee has not complied with the terms of this Article his seniority and employment under the rules and working conditions agreements shall be terminated within twenty calendar days of the date of said decision unless selection of neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding

unless within ten calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Article the Organization or the employee involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle the appeals under this Article or his designated representative, the General Chairman of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties as to the matters decided within the limitations of paragraph (i) of this section. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

(d) It is understood that if an employee produces evidence to an officer or Local Chairman of the Organization that he is a member in any one of the Labor Organizations as specified in Section 2 of this Article, that will satisfy this Article and no notice will be served by the Organization on the Carrier to have employee removed from service. Employee will be required to produce such evidence on demand of an officer or Local Chairman of the Organization, but will not be required to produce such evidence more than once in a calendar month. If employee fails or refuses to produce such evidence, he may be cited to the Carrier by the Organization as not complying with this Article.

(e) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the Organization.

(f) Provisions of investigation and discipline rules contained in the rules and working conditions agreements between the Carrier and the Organization will not apply to cases arising under this Article.

(g) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and the addressees) of its representatives who are authorized to serve and receive the notices described in this Article. The Carrier shall notify the General Chairman of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Article.

(h) In computing the time periods specified in this Article, the date on which a notice is received or decision rendered shall not be counted.

(i) Decisions made pursuant to this section shall be confined to determination of the fact of compliance or noncompliance by the employee with the terms of this Article but do not apply to any questions of law arising out of or in connection with the legally permissible limits of this Article under applicable law.

Section 6.

Other provisions of this Article to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from the date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The above period may be extended by agreement between the Carrier and the Organization.

Section 7.

An employee whose seniority and employment under the rules and working conditions agreements is terminated pursuant to the provisions of this Article or whose employment is extended under Section 6 shall have no time or money claims by reason thereof. If the final determination under Section 5 of this Article is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Article shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination.

During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against

the Carrier predicated upon any action taken by the Carrier in applying or complying with this Article or upon an alleged violation, misapplication or non-compliance with any provision of this Article. If the final determination under Section 5 of this Article is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Article.

Section 8.

In the event that seniority and employment under the rules and working conditions agreements, is terminated by the Carrier under the provisions of this Article, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the

Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employee; provided further, the aforementioned liability shall not extend to be expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Article.

Section 9.

An employee whose employment is terminated as a result of noncompliance with the provisions of this Article shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10.

In the application of this Union Shop Article, an employee of the company who is not a member of a labor organization as required by Sections 1 and 2 of this Article, or any new employee entering the service of the company signatory hereto after the effective date of this Article, if he would otherwise be required to be a member of a labor organization under the Union Shop Article, will be deemed to have met the requirements of the Union Shop Article provided he pays to a labor organization specified in Section 1 or 2 of this Article the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required of all members of such labor organization within the time limits provided for in the Union Shop Article.

UNION DUES DEDUCTION AGREEMENT

(Letter of Understanding 1/16/1974)

Section 1.

(a) Subject to the conditions hereinafter set forth, the Company will deduct all sums from initiation fees; periodic union dues, assessments and insurance premiums (not including fines and penalties) payable to the Organization by members 'of the Organization employed by the Company from wages earned in any services, upon the written and unrevoked authorization of a member, in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" and made a part hereof.

(b) The signed authorization may, in accordance with its terms, only be revoked by executing the revocation form specified herein after one year from date of signed authorization. Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is identified as Attachment "B" and made a part hereof.

(c) Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished to its members by the Organization, without cost to the Company. The Organization shall assume full responsibility for procuring the execution of the authorization forms by the members and for delivering such authorizations to the Company. In like manner, the revocation of an authorization shall be furnished by the members to the Organization, which shall be solely responsible for its delivery to the Company, as set forth in Section 2 hereof.

Section 2.

Deductions, as provided herein, shall be made by the Company in accordance with uniform certified deduction lists furnished to the Auditor of Disbursements, Topeka, Kansas, in duplicate, by the Secretary Treasurer of the Organization. Such lists, together with authorization and revocation of authorization forms, shall be furnished to the Auditor of Disbursements, Topeka, Kansas, on or before the tenth day of each month in which the deduction or termination of deduction is to become effective as hereinafter provided. The original lists furnished shall show the member's name, the member's Social Security number and the amount to be deducted, in the form approved by the Company. Thereafter, two lists shall be furnished each month by the Secretary-Treasurer of the Organization to the Auditor of Disbursements, Topeka, Kansas, as follows:

(a) A list showing any changes in the amounts to be deducted from the wages of members with respect to whom deductions are already being made. Such list shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of employes from whose wages no further deductions are to be made, which shall be accompanied

by revocation of authorization forms signed by each member so listed. Where no changes are to be made, the list shall so state.

(b) A list showing additional members from whose wages the Company shall make deductions as herein provided, together with an authorization form signed by each member so listed. Where there are no such additional members, the list shall so state.

Section 3.

Deductions, as provided for herein, will be made monthly by the Company from wages due members for the second period in each calendar month; and the Company will, subject to the provisions of Section 5 hereof, remit to the Organization the total amount of such deductions, on or before the twenty-fifth day of the month following the month in which such deductions are made. With such remittance the Company will furnish to the Financial Secretary of the Secretary-Treasurer of the Organization a statement showing members from whom deductions were made and the amount of deductions.

Section 4.

The dues deduction amounts may not be changed more often than once every three months.

Section 5.

(a) In the event earnings of a member are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization.

(b) The following payroll deductions shall have priority over deductions covered by this Agreement: Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments Amounts due the Company, Hospital Association contributions and Prior valid assignments and deductions

(c) In cases where no deduction is made from the wages of a member due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the member for any subsequent payroll period.

Section 6.

No cost will be charged against the Organization or the affected employes in connection with this Dues Deduction Agreement.

Section 7.

Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this Agreement; and the Company shall not be responsible, financially or otherwise, for failure to make deductions or for making

improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the member involved and the Organization.

Section 8.

The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

Section 9.

(a) In the event of any change in the representation of any craft or class of employees presently represented by the Organization party hereto, this Agreement shall be automatically terminated as to such craft or class of employees as to the date official notification is received from the National Mediation Board of such change in representation as to such craft or class of employees.

(b) This Agreement shall become effective February 1st, 1974, and, except as provided in Section 9(a), shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

STRIKE OR LOCKOUT

(Memorandum of Agreement 6/18/1982)

In the event of a bonafide work stoppage on this property and/or subsequent lockout by the Carrier as a result of strike action by a labor organization on the Santa Fe, other than the B of LE, engineers will be handled as follows:

(1) At the time strike is effective, engineers at their away-from-home terminal or terminals and those on outlying assignments who are not on duty will immediately be considered as released without further call or notification. All pay and/or benefits such as held-away-from-home-terminal pay, meals and lodging, etc., will also immediately cease.

(2) An engineer released per (1) above will, prior to departing the away-from-home terminal or outlying point, notify the Carrier of the telephone number where he may be reached if different from his regular phone number on file at his home terminal. Carrier will then notify engineers if they are to return to the point where released at the conclusion of the strike or they will be marked up at their home terminal.

REVIEW RECORDS

(Memorandum of Agreement 6/18/1982)

Local Chairman or Vice Chairman will be allowed to review the records of crew clerks in connection with a specific incident upon request.

VACATIONS

SYNTHESIS OF OPERATING VACATION AGREEMENTS

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949 between certain carriers represented by the National Carriers' Conference Committee and their employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to the Memorandum of Agreement between the BLET and the BNSF Railway Company effective January 1, 2010.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any vacation provision, the terms of the appropriate vacation agreement on the property involved shall govern.

Section 1 (a) - Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only.

(b) - Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service

under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only.

(c) - Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only.

(d) - Effective January 1, 1997, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in

lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than two thousand seven hundred and twenty (2720) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only.

(e) - Effective January 1, 2010, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty five or more years of continuous service with employing carrier will be qualified for an annual vacation of six weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said twenty five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

(f) - In dining car service, for service performed on and after July 1, 1949 each 7 1/2 hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b), (c), (d) and (e).

(g) - Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 90 and 45 calendar days referred to in this Section 1(g) shall not be subject to the 1.3 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) - Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), one thousand two hundred and eighty (1280) basic days under Section 1(c), two thousand seven hundred and twenty (2720) basic days under section 1(d), and four thousand (4,000) basic days under Section 1(e).

(i) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) - In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in

accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the calendar year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(l) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(m) - Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the 1.3 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(n) - During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

(o) - An employee may make up to two splits in his annual vacation in any calendar year.

(p) - An employee may take up to two weeks of his annual vacation in single day increments, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation.

Section 2 - Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

General

(a) - An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) - Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement are concerned:

Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' at the rate of the last service rendered.

Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation

is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall not be less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

NOTE: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

Section 3 - Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4 - Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 - The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 - Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7 - (a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 - The vacation provided for in this agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 9 - The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property, either party may submit the dispute or controversy to arbitration in accordance with the procedures of Section 3 of the Railway Labor Act.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

Section 12 - This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13 - This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer

designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

FULL TIME UNION OFFICERS

(Letter of Understanding 5/31/1996)

This confirms our understanding regarding Article V - Benefits Eligibility of Document "A" of the Agreement of this date.

This will confirm our understanding that vacation qualification criteria in effect on the date of this Agreement shall continue to apply to employees represented by the organization who hold positions as working General Chairmen, Local Chairmen, and state legislative directors ("local officials"). In other words, the changes in qualification as set forth in Article V, Section 2 are not intended to revise vacation qualification conditions for such local officials. It is further understood that by providing this exclusion it is not intended that the total number of such officials covered be expanded.

VACATION FLOAT

(1990 Memorandum of Agreement)

- (a) Engineers entitled to two or more weeks' vacation whether assigned to take their entire vacation in one period or split into two periods, may, at any time prior to the assigned starting time of their vacation period(s), request to lay off and count one or two week(s) of such layoff time as the beginning or concluding portion of their assigned vacation. If an engineer has scheduled a split vacation, the float will be taken from the beginning or concluding portion of the nearest unobserved split period. Such requests must be in writing and presented prior to time of lay off. It will be the responsibility of the individual to notify the crew clerk in writing prior to the start of his assigned vacation that he has previously taken one or two week(s) of his vacation. Such layoff and float will be permitted only when, in the opinion of the Management, relief can be afforded.
- (b) An engineer may float his vacation under the above provisions only if he is working as an engineer when request for float is made.
- (c) When the foregoing provisions are utilized, an engineer will be considered as having "split" his vacation, and the applicable portions of the so-called "Split Vacation Agreement", Engineers Schedule, will govern.

Letter Of Understanding 3/22/1991

Please refer to Article XIII(a), of the January 1, 1990 Agreement, entitled Vacation Float, which provides that "engineers entitled to two (2) or more weeks of vacation whether assigned to take their entire vacation in one period or split into two periods, may, at any time prior to the assigned starting time ..."

It appears that inconsistencies have arisen on different sections of the property, in connection with the date or day of the week that an engineer may begin a floated portion of his or her vacation.

In negotiating the agreement and drafting the language for this portion of the January 1, 1990 Agreement, it was the intent of the parties to make the handling consistent on all the property and further, that an engineer would be permitted to begin a floated portion of his or her vacation on any day of the week.

Effective January 1, 2010, those employees assigned vacation under the jurisdiction of the BLET will be allowed to select one additional week to "float" as single days (total of up to two weeks)

and they are to be approved in the same manner as the present one (1) week of single day vacation. Nothing in this paragraph (b) increases any employee's total vacation entitlement.

ALLOCATION

The total number of weeks of vacation for a seniority district (or location where applicable) will be divided by 52. The resulting number will then be increased by 10% to arrive at the maximum number allowable to schedule for vacation in any given week. Local supervision and the local chairman may agree to a greater or lesser number, depending upon service requirements.

WORK RETENTION BOARD

BNSF may, at its sole discretion, establish Workforce Retention (WR) lists which, when so established, will operate as follows:

1. The number and duration of positions on any WR list shall be determined solely by BNSF.
 - 1.1 A WR list may be established, at BNSF's sole discretion, at any location where an extra board is maintained.
2. Once established, the positions shall be advertised pursuant to the terms of the applicable agreement and awarded to applicants in seniority order, subject to the eligibility requirements described by Paragraph 3.
3. In order to be eligible to obtain a position on the WR list the employee must:
 - 3.1 Be a "primary recall" employee at the location where the list is being established.
 - 3.2 For employees not subject to "primary recall," that employee must have been working at that location for not less than thirty days prior to the date that the list is advertised.
4. Once awarded a position on the WR list, the individual shall not be subject to displacement by any senior employee and shall be considered as being on a paid leave of absence.
5. Employees holding positions on the WR list for an entire payroll period list shall be guaranteed \$1,000 for that payroll period. Any employee who does not hold a position on the WR list for the entire payroll period shall have the amount reduced by 1/15 or 1/16 for each calendar day, or portion thereof, that such employee is not on the list.
 - 5.1 Each day on the List will be counted as a qualifying day for personal leave day purposes
 - 5.2 Each day on the List will count toward vacation qualification for the following year, but without the benefit of the 1.3 or 1.6 multiplier.
6. Employees on the WR list shall, without any additional compensation:
 - 6.1 Maintain any currently required certification, familiarization and/ or qualification status.

- 6.2 Satisfy any obligation to take any physical and/or rules examination due during the calendar year.
7. Employees on the WR list are not subject to call for service.
8. Employees on the WR list are active employees for health and welfare benefit purposes and shall be covered by these benefits while on the WR List.
9. Employees on the WR list who reach their scheduled vacation time shall automatically be placed on vacation and paid pursuant to the vacation agreement conditions.
10. Employees may bid off of the list after having been on the list for a minimum of 30-days or, for some territories, at the next "board change" after having been on the list for a minimum of 30-days.
11. Employees on the WR list are subject to a 48-hour recall to regular service. Employees shall be recalled in reverse seniority order unless a senior employee has made a request to be released, in which case the request(s) will be honored in seniority order.
12. This agreement is subject to automatic cancellation by the service of a thirty day notice of intent to cancel by either party upon the other party.

SIDE LETTER 1

In the event an employee was displaced at the home location and found it necessary to go to another location in order to work, that employee shall not be disqualified from being eligible for the WR list at the home location. Further, that employee may bid for a position on the WR List, so long as there is a qualified and available employee at the "other" location to fill the position being vacated. Finally, we understood that the intent of this letter is to ultimately return displaced employees to a location that they legitimately call "home," in light of the spirit and intent of the WR List Agreement. At consolidated locations where regular positions are assigned using more than one seniority roster, or prior-righted district, positions on the WR List will be awarded using the earliest engineer's seniority date to determine the senior applicant. If two or more applicants from the same district or prior righted district have the same date, their relative standing on the involved roster will prevail. If two or more applicants from different seniority districts have the same date, oldest by date of birth will prevail.

It is further understood that when engineers are to be recalled to regular service as an engineer pursuant to Article 11, they will be given engineer displacement rights on assignments where they hold seniority within the same described territory that was given access to bid on the involved work retention list. If such displacement is to positions working under the "Permanent Bid" provisions of the former BN 700 Rules, the involved engineers will be allowed to immediately file a new permanent bid sheet at the time that he/she is notified of the recall, and the 48 hour waiting period for the waiting period to be activated will be waived.

SIDE LETTER 2

Further our discussions regarding implementation of the so-called "WR Lists," we also discussed what the term "location" actually means under the various core agreements. We decided that this subject is best addressed on a committee-by-committee basis. There are various terms utilized throughout the BNSF system which identify "locations" such as source of supply, a zone, a prior-rights seniority district, a general zone) or perhaps some other descriptive, depending on the applicable agreement. That being the case, we agreed that "location" would be determined as follows.

Having said that, there are several consolidated locations (terminals) that need to be addressed for the specific purpose of establishing these WR lists. Those locations are listed below along with general terms as to the application for advertising these engineer positions:

- Chicago Consolidated Terminal: To include all employees assigned within the former BN Chicago- Aurora Zone and all employees assigned within the former ATSF extended Corwith Switching Limits.
- Galesburg Consolidated Terminal: To include all employees assigned within former BN Galesburg Zone 1 or Galesburg Zone 2 and to all employees assigned within the former ATSF Zone at Galesburg.
- St. Louis Consolidated Terminal: To include all employees assigned within the former BN St. Louis Zone and all employees assigned on the former SLSF EN 22 Seniority District.
- Kansas City Consolidated Terminal: To include all employees assigned to the former BN Kansas City Zone or St. Joseph Zone, all employees assigned on the former SLSF EN 23 Seniority District and all employees assigned to the former ATSF Kansas City Zone to include Emporia, Newton and Topeka.

- Oklahoma City Consolidated Terminal: To include all employees assigned to the former EN27 and/or 264 roster(s) working within the Oklahoma City Terminal (or outlying points for which Oklahoma City is a supply point) and all employees assigned to the former ATSF 420 roster working within the Oklahoma City Terminal (or outlying points for which Oklahoma City is a supply point).
- Ft. Worth Consolidated Terminal: To include all employees assigned to the former EN32 roster working within the Ft. Worth Terminal (or outlying points for which Ft. Worth is a supply point) and all employees assigned to the former ATSF C401 roster working within the Ft. Worth Terminal (or outlying points for which Ft. Worth is a supply point) and all employees assigned to the former FWD EN 11 roster working within the Ft. Worth Terminal (or outlying points for which Ft. Worth is a supply point).
- Amarillo Consolidated Terminal: To include all employees assigned to the former ATSF 221 / 225 roster(s) working within the Amarillo Terminal (or outlying points for which Amarillo is a supply point) and all employees assigned to the FWD EN 11 roster working within the Amarillo Terminal (or outlying points for which Amarillo is a supply point).

Furthermore, except for the consolidated terminals as mentioned previously, all other locations on the former ATSF territory are primarily identified by seniority districts. At some locations there are "Outside Assignments" with one or more sources of supply. These outside assignments will be included at the locations or (supply points) when determining the appropriate applicant for these assignments.

SIDE LETTER 3

As all engineers assigned to a BLET Work Retention list are promoted and on a paid leave of absence, those engineers will not be subject to force assignment to any unbid engineer's position while on the list. Rather, any engineer on a BLET Work Retention list who is needed in the active engineer's quota will be recalled pursuant to the conditions of the WR agreement and then given the engineers' displacement rights also described in the WR Agreement. If the exercise of displacement rights as applicable today returns that engineer back to demoted status, only then would he be subject to force assignment to an unbid engineers' position. This understanding does not affect the WR restriction preventing engineers from bidding off of a BLET WR list within the first 30 days assigned, or their rights to 30 day bump off of the WR list after being assigned to the list for at least 30 days.

In the spirit of this understanding, it is further understood that in the application of BLET's promotional rules, those demoted engineers who are assigned to WR lists negotiated by another Organization will be treated in the same manner as those assigned to a BLET WR list. As with promoted engineers, demoted engineers on a WR list will be prevented from bidding from said WR list to any engineer's assignment within the first 30 days assigned to said WR list. Also as with promoted engineers, demoted engineers on a WR list will then be allowed to bid from said WR list to any engineer's assignment where they hold seniority after the initial 30 days assigned to said WR list.

In any event, like promoted engineers on a BLET WR list, demoted engineers assigned to a WR list negotiated by another Organization will not be subject to force assignment to any unbid engineers' positions while assigned to said WR list.

SIDE LETTER 4

Further our discussions regarding implementation of the so-called "WR Lists". It is understood that the \$1000.00 guarantee in Article 5 of the Agreement will be subject all future General Wage Increases and Cost of Living Allowances. As positions on BLET WR lists are by agreement "engineer positions", it was also understood that all wages paid under Article IV of the WR Agreement will be included in the involved calendar year's regular earnings base for profit sharing calculations.

SIDE LETTER 5

This is in reference to our recent implementation of Article 11 of the BNSF/BLET 2007 Agreement, specifically the application to our current agreements governing the posting of, and, bidding to Engineer Work Retention Lists. As part of our discussion today, it was understood that when Work Retention Lists are initially established where they are not currently in place, the Work Retention positions will be considered new assignments and they will be advertised pursuant to Article 11 (A) of the 2007 Agreement. When the involved bulletin closes, the new assignments will be assigned to the senior engineer showing a preference for the Work Retention List on his engineer bid sheet.

However, if additional positions are to be added to an existing Work Retention List, they will be added as "additional assignments" at the designated time for normal Monday morning board adjustments pursuant to Article 11 (K) of the 2007 Agreement. The additional assignments will then be immediately assigned to the senior engineer showing a preference for the Work Retention List on his engineer bid sheet.

Engineers who are exercising normal displacement rights at a location where a Work Retention List is established and who are otherwise qualified to occupy the Work Retention List at their location may use their displacement rights to place to the Work Retention List if the Carrier is agreeable to adding additional positions to the involved BLET/BNSF Work Retention List. All other conditions of the Work Retention List Agreement would then be applicable to those engineers placing to the Work Retention List.

Engineers who are given a 48 recall from an Engineer Work Retention List pursuant to Article 11 of the Work Retention List Agreement will be placed to the Bump Board upon accepting their recall notification. They will then be given the standard displacement rights afforded any displaced engineer. Pursuant to Article 11 (J) of the 2007 Agreement, those Engineers who are placed to the bump board following recall from a Work Retention List and are unable to hold the engineer's quota at their location will be considered demoted engineers at that location subject to the conditions of agreed upon Q&A # 1 of Article II(J).

Engineers who voluntarily choose to return to active service from a Work Retention List after 30 days on the List will also be placed to the Bump Board upon notifying Crew of their desire to return from Work Retention status. They will then be given the standard displacement rights afforded any displaced engineer. Pursuant to Article 11(J) of the 2007 Agreement, those Engineers who are placed to the bump board following return from a Work Retention List and are unable to hold the engineer's quota at their location will be considered demoted engineers at that location subject to the conditions of agreed upon Q&A #1 of Article 11(J).

In the application of the Work Retention List compensation pro-ration, engineers who voluntarily bid, or who are allowed to displace, to a Work Retention List shall use that calendar day in the computation of the payroll period Work Retention List compensation due, so long as they have accepted notification and are marked to the Work Retention List prior to 12:01 PM on the day in question.

Engineers who are recalled from a Work Retention List by the Carrier shall use the day that they accept notification of the recall in the computation of the payroll period Work Retention List compensation due. Engineers who voluntarily return from a Work Retention List after 30 days on the list shall only use the calendar that they give notification of their desire to return in the computation of the payroll period Work Retention List compensation due if that notification is given after 12:01 PM on the day in question.

YARD ENGINEERS (ARTICLE 8)

OVERTIME RATE IN YARD SERVICE – REGULAR ENGINEERS

(c-1) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or when exercising seniority rights from one assignment to another, all time worked in excess of 8 hours continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate.

(c-2) The above rule applies only to service paid on the hourly or daily basis and not to service paid on mileage or road basis.

OVERTIME RATE IN YARD SERVICE – EXTRA ENGINEERS

(c-3) Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as over time on a minute basis at one and one-half times the hourly rate. In the application of this rule, the following shall govern:

(a) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

(b) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service," as used in this Paragraph (b), shall not apply to employees paid road rates, but governed by yard rules.)

(c) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employe at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(d) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

(e) Except as modified by other provisions of this rule, an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

NOTE (1): On railroads where a seniority board is in effect the rule shall include a provision that in cases where there is a man or men on the board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

NOTE (2): The adoption of this rule shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employe's relief fails to report at the fixed starting time.

NOTE (3): Existing rules and practices on individual carriers for regular engineers are not changed hereby.

(From Section 9 of National Agreement dated August 11, 1948.)

ASSIGNED HOURS - YARD SERVICE

(d-1) Yard engineers shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of a crew. So far as is practicable assignments shall be restricted to 8 hours' work.

FIVE-DAY WEEK ASSIGNMENTS

(d-2) Where, with substantial regularity, there are only five days of work per week for a particular assignment, the carrier will bulletin or otherwise establish such assignment for five days per week, and thereafter the yard engineers filling such assignment, either the regularly assigned engineer, or an extra engineer, will be paid the five-day week yard rates for service performed on the five days included in such assignment. Service on shifts or on days not included in the assignment will be paid for on the basis and at the rate applicable to the service performed. Rules guaranteeing more than five days per week on yard assignments are hereby modified on carriers where this rule is adopted so as to conform to the principles of this rule. Nothing in this rule shall be construed to create a guarantee, or to change or modify rules or practices dealing with the carrier's right to annul assignments.

Letter of Understanding Five Day Work Week (Yard) (3/2/1979)

Following our discussions at Chicago, March 1, 1979, it was agreed:

1. The 5-day week yard rate for yard engineers will be effective May 1, 1979, on all yard engine assignments, Eastern-western Line, excluding Northern and Southern Divisions.
2. On or before April 15, 1979, the Carrier will be notified by the organization as to the locations, where yard engines are assigned, that will not be subject to the provisions of the 5-Day Work Week, Article 3 of the May 23, 1952 Agreement as amended.
 - (a) The locations enumerated above will not be permitted to serve notice of desire to be governed by the 5-Day Work Week Agreement prior to March 1, 1980.
 - (b) A notice served under Section (a) hereof will be effective within a maximum period of one calendar year from date of notice, unless the parties mutually agree to the contrary.
3. At points other than those enumerated in Section 2 hereof, the 5-Day Work Week will be effective March 1, 1980.
4. If there is sufficient manpower available on a specific seniority district, the parties signatory hereto may mutually agree to place the 5-Day Work Week in effect prior to March 1, 1980.
5. At a location where no extra board, either mileage or guaranteed exist, the Carrier will have the option of utilizing Article 3, Section 4(a) or (b) of the May 23, 1952, Agreement. This will not preclude the General Chairman from asking for conference to discuss the matter, which will be held as promptly as possible, in an effort to resolve the matter.
6. Where reference is made in the Agreement of May 23, 1952, as amended, to "extra board", it is agreed this has reference to "mileage extra board" and not "guaranteed extra board".
 - (a) An engineer who either goes to or from a guaranteed extra board and a regular yard engine, subject to the 5-Day Work Week Agreement, will not be permitted to count any service previously performed, either extra board or regular, toward the straight time tricks worked during a work week or a semimonthly period for the purpose of claiming time and one-half under 5-Day Work Week Agreement rules.
 - (b) An engineer changing from any extra board or a regular assignment to another regular assignment will take the conditions of the new assignment, and cannot take credit for any straight time 8-hour shifts worked prior to change in assignment.

STARTING TIME

- (g) Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least 48 hours' advance notice. Practices on individual roads as to handling of transfer crews are not affected by this section.
- (h) Where three 8-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 a.m. and 8:00 a.m., the second 2:30 p.m. and 4:00 p.m., and the third 10:30 p.m. and 12 midnight.
- (i) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Paragraph (h) of this Article 8.
- (j) Where two shifts are worked not in continuous service the time for the first shift to begin work will be between the hours of 6:30 a.m. and 10:00 a.m., and the second not later than 10:30 p.m.
- (k) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Paragraphs (h) or (j) of this Article 8.
- (l) At points where only one yard crew is regularly employed, they can be started at any time, subject to Paragraph (g) of this Article 8.
- (m) Exceptions to starting time roles may be made by agreement between the General Chairman and Management where such handling is found necessary in meeting local service requirements.

CALCULATING ASSIGNMENTS AND MEAL PERIODS

- (n) The time for fixing the beginning of assignments or meal period is to be calculated from the time fixed for the crew to begin work as a unit, without regard to preparatory or individual duties.

POINT FOR BEGINNING AND ENDING DAY – YARD SERVICE

- (o) Engineers shall have a designated point for going on duty and a designated point for going off duty, such points to be mutually agreed upon.

Yard Engineers – On and Off Duty Points (Letter of Understanding 7/1/1973)

A yard engineer shall have a designated point for going on and off duty which shall be the same. It may be changed by 72 hours advance notice.

The point for going on and off duty shall be designated by division officers but need not be the same for all yard engineers.

Any changes or additions made subsequent to July 1, 1973 in the designated on and off duty points will not require yard engineers ordinarily to walk farther than 1500 feet to get to and from their engine and such designated points where register, bulletins and lockers are maintained.

ADVANCE NOTICE OF ABOLISHMENT OR ANNULMENT - YARD SERVICE


(p) Yard engineers will be given not less than twenty (20) hours' advance notice of abolishment or annulment of their assignments to enable them to exercise their seniority rights.


RUNNING SWITCH ENGINES OUTSIDE OF SWITCHING LIMITS

(q) Where regularly assigned to perform service within switching limits, yard men shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

1986 Article VIII Section 2

Section 2 - Yard Crews


 Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

 Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.

(vi) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into

the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

Note: For performing the service provided in (a)(i) and (ii) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in engine or train service precedes November 1, 1985 and is not subject to general or other wage increases.

- (vi)  Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.
- (viii) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of July 26, 1978, except by mutual agreement.
- (e) Yard crews may perform hostling work without additional payment or penalty.

1986 National Agreement Informal Disputes Committee Issue No. 21

Do the provisions of Article VIII, Section 2, Yard Crews, (a)(iii) permit carrier to supplant road switching outside of the yard switching limits with the service of a yard engine crew?

Answer to Issue No. 21: Yes, unless the yard crew's servicing of customers up to twenty miles outside the switching limits results in the elimination of one or more road crews on the territory.

ROAD ENGINEERS CALLED FOR TEMPORARY YARD SERVICE

- (r) When road engineers called upon to run switch engines are thereby deprived of making a trip on the road they shall be paid road rates for the first day and switch pay thereafter. If not deprived of making a trip on the road, switch pay shall be allowed.
- (s) When necessary to call a road engineer for switching service, the first man on extra board shall be called.

SWITCHING SERVICE FOR NEW INDUSTRIES

(x-1) Where an industry desires to locate outside of existing switching limits at points where yard crews are employed, the carrier may assure switching service at such location even though switching limits be not changed, and may perform such service with yard crews from a yard or yards embraced within one and the same switching limits without additional compensation or penalties therefor to yard or road crews, provided the switch governing movements from the main track to the track or tracks serving such industry is located at a point not to exceed four miles from the then existing switching limits. Road crews may perform service at such industry only to the extent they could do so if such industry were within switching limits. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard engineer or yard engineers involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this rule and a statement of such time shall be furnished the BLE General Chairman or General Chairmen representing yard and road engineers by the carrier each month. The BLE General Chairman or General Chairmen involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers from the seniority district on which the industry is located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employe representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

(x-2) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.

(From Article 6 of National Agreement dated May 23, 1952.)

1986 Article VIII Section 2

Section 2 - Yard Crews

- (f) Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

- (ix) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.
- (x) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

Note: For performing the service provided in (a)(i) and (ii) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in engine or train service precedes November 1, 1985 and is not subject to general or other wage increases.

- (xi) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.
- (xii) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of July 26, 1978, except by mutual agreement.

(g) Yard crews may perform hostling work without additional payment or penalty.

1986 National Agreement Informal Disputes Committee Issue No. 21

Do the provisions of Article VIII, Section 2, Yard Crews, (a)(iii) permit carrier to supplant road switching outside of the yard switching limits with the service of a yard engine crew?

(Discussion retained but not reproduced)

Answer to Issue No. 21: Yes, unless the yard crew's servicing of customers up to twenty miles outside the switching limits results in the elimination of one or more road crews on the territory.

CHANGING SWITCHING LIMITS

(a) Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty days following the date of the last conference. The carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the carrier.

(b) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

Elimination of Yard Jobs (Article V of National Agreement of June 25, 1964)

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment

which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered, subject to the provisions of Section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in Section 5.

NOTE: The studies referred to in this Section 1 shall be conducted in the following manner:

Where a carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin. At anytime prior to the date the study is to begin, the representatives of the employees involved shall advise the Carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this Section 1.

2. The provisions of Section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.
3. Road crews may perform any yard service at yards where yard crews are not employed.
4. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.
5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.
6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated assignments, etc.
7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.

9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.

11. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 percent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936, will not be entitled to retraining benefits.

DOUBLING IN YARD SERVICE

(Letter of Understanding 12/18/1973)

1. When an engineer is required by the Carrier to double over on a yard job at a time when he (1) has less than eight hours to work under the Hours of Service Law, (2) has already worked at least eight hours in yard service, and (3) is qualified for time and one-half rate -- he will be allowed payment at time and one – half rate for the time he actually works on the assignment on which he doubles, and for the balance of the eight-hour shift, which he is unable to work because of the Hours of Service Law, he will be paid at the pro rata rate. For example, an employee works 8:00 AM to 4:00 PM. He is required by Carrier to double over to a yard job commencing at 4:00 PM and is relieved at 8:00 PM. For the second assignment, he will be paid four hours at time and one-half and four hours at the pro rata rate.

2. The understanding set forth in Paragraph 1 will also apply when an engineer is called by the Carrier on short rest to work a second assignment.
3. An engineer will not have any claim to a job if he has less than eight hours to work under the Hours of Service Law.
4. When an engineer is relieved before the completion of an assignment because of the Hours of Service Law, the applicable rules will govern the balance of the crew.
5. This understanding will be applicable on the Eastern and Western Lines, except Northern and Southern Divisions of the Santa Fe Railway Company.

UTILITY ENGINEERS

- a. Wherever the company has yard service, it may establish utility yard engineer positions to operate as regular or extra service. A utility yard engineer, with or without a ground crew, may perform any service currently performed by a yard engineer and will work under and be paid according to all effective BLET/BNSF schedule rules governing yard service. A utility yard engineer may be attached to more than one ground crew during the engineer's tour of duty, but not to more than one ground crew at any one time.
- b. Engineers assigned to work as utility yard engineers will be allowed the "engineer only" (EO) allowance established by Article IV of the December 23, 2003 BLET/BNSF On-Property Memorandum of Agreement in addition to all other earnings. In no event will there be more than one such payment to an engineer per tour of duty.
- c. All locomotive engineer positions referred to in this Article will be filled from the engineers' seniority roster consistent with BLET agreements governing assignment and promotion from that roster.

FIVE DAY WORK WEEK - YARD SERVICE (ARTICLE 8 ½)

Section 1

- (a) Effective March 1, 1980, the Company will establish for engineers in yard, transfer, and belt line service, or combination thereof, a work week of five basic days, except as specifically provided by Letter of understanding dated March 2, 1979. Except as otherwise provided in this Article 8 1/2, the work week will consist of five consecutive days with two days off in each seven. The foregoing work week rule is subject to all other provisions of this Article 8 1/2 and the Letter of Understanding of March 2, 1979.
- (b) The designated officer or officers of the Company and the representative or representatives of the organization shall meet and agree on details and methods for rebulletining and reassigning jobs when applicable to conform with the five-day week when same is to be implemented at a yard point. After all initial changes have been made to place the five-day week in effect, subsequent changes will be made in accordance with agreement provisions.

Section 2

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

Section 3

- (a) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices involving the use of emergency employees or unassigned employees.) Where regular relief assignments are established, they shall except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving.
- (b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and

on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(d) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.

(e) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with agreement rules or practices in effect governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

Section 4

(a) Accumulation. - Agreements may be made to provide for the accumulation of days off over a period not to exceed five consecutive weeks, subject to the Letter of understanding dated March 2, 1979.

(b) Days Off. - In cases where day or days off are to be filled which cannot be made a part of a regular assignment at an outlying or small yard and there are no extra employees at the point, by agreement between representatives of the carrier and the organization, such day or days may be filled by using the regular employees and paid for at straight-time rate, subject to the Letter of Understanding dated March 2, 1979.

Note: At a location where no extra board, either mileage or guaranteed exist, the carrier will have the option of utilizing either Section 4(a) or (b) above. This will not preclude the General Chairman from asking for conference to discuss the matter, which will be held as promptly as possible in an effort to resolve the matter.

(From Letter of Understanding dated March 2, 1979)

(c) Non-consecutive days. - If the representatives of the parties fail to agree upon the establishment of non-consecutive days off at any point, the carrier may nevertheless establish non-consecutive days off subject to the right of the employees to process the dispute as a grievance or claim under the rules agreement.

Section 5 - Regular Employees

(a) Existing rules which relate to the payment of daily overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief employees except that work performed by regular assigned relief employees on assignments which conform with the provisions of Section 3 of this article shall be paid for at the straight-time rate.

(b) Regular assigned yard service employees worked as such more than five straight-time eight-hour shifts in a work week shall be paid one and one-half times the basic straight-time rate for such excess work except:

(1) As provided in Section 4(a) and (b);

(2) When changing off where it is the practice to work alternately days and nights for certain periods;

(3) When working through two shifts to change off;

(4) Where exercising seniority rights from one assignment to another;

(5) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight-time rate is paid to an employee for other service performed or started during the course of the employee's regular tour of duty, such additional day will not be utilized in computing the five straight-time eight-hour shifts referred to in this paragraph (bl.)

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight-time rate for work referred to in paragraph (b) of this Section 5, be utilized in computing the five straight-time eight-hour shifts referred to in such paragraph (b) of this Section 5, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, dead-heading, etc., be utilized in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.

(d) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in, computations leading to overtime under the five-day week.

Section 6 - Extra Employees

(a) Mileage Extra Boards

(1) Existing rules which relate to the payment of daily overtime for extra employee and practices thereunder are not changed hereby. Any shift in yard service in excess of eleven straight-time shifts in a semi-monthly period will be paid for at time and one-half rate.

Note: It is recognized that the carrier is entitled to have an employee work eleven straight time shifts in yard service semi-monthly period without regard to overtime shifts which may be worked under provisions of the Agreement of August 11, 1948. After an extra employee has worked eleven straight time shifts in yard service in a semi-monthly period such extra employee

will remain on the extra board, but will not be used in yard service during the remainder of that period if other extra employees are available who can work in such service at the straight time rate.

(2) In the event an additional day's pay at the straight time rate is paid to an extra employee on a mileage extra board for other service performed or started during the course of the employee's tour of duty in yard service, such additional day will not be utilized in computing the eleven straight time shifts referred to in paragraph (a)(1) of this Section.

(3) The principles outlined in Section 5(c) and (d) shall be applicable to extra employees on a mileage extra board in the application of this Section 6(b)

(b) Guaranteed Extra Boards

(1) Existing rules which relate to the payment of daily overtime for extra employees will apply to guaranteed extra board employees, and practices thereunder are not changed hereby, except that all monetary allowances will be applicable to the guarantee.

(2) Any shift in yard service in excess of eleven straight time shifts in a semi-monthly period (pay period) will be paid for at, the straight time rate.

(3) The principles outlined in Section 5(c) and (d) shall be applicable to guaranteed extra board employees in the application of this Section 6(b)

Section 7

Section 7 of Agreement "A" of the May 23, 1952, Agreement, as amended, where concerns the Vacation Agreement will become effective as of the date the five-day work week rules become effective at a location.

Section 8

Nothing in this Article 8 ½ shall be considered to create a guarantee where none now exists.

Section 9

(a) All regular or regular relief assignments shall be for five consecutive calendar days per week of not less than eight consecutive hours per day, except as otherwise provided in this Article 8 ½.

(b) An employee on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employee working more than five days in the period starting with the first day of the employee's old work week and ending with the last day of the employee's new work week, such day or days will be paid at straight time rate, see Section 7 of the Letter of understanding dated March 2, 1979.

(c) A regular assigned employee in yard service, who under schedule rules goes on a mileage extra board, may work on the board for the remainder of the semi-monthly period provided the combined days worked in yard service on the regular assignment and the extra board do not exceed eleven straight time days. The employee will then be subject to the "Note" under Section 6 of this Article 8 ½.

(d) A regular assigned employee in yard service, who under schedule rules goes on a guaranteed extra board will be governed by existing rules which relate to the payment of daily overtime for extra employees, and practices thereunder are not changed hereby. The terms and conditions pertaining to a guaranteed extra board will not be modified by Article 8 ½.

(e) An employee who leaves any extra board (mileage or guaranteed) for a regular or regular relief assignment will work the days of the employee's new assignment at straight time rate, without regard to the number of days the employee may have worked on the extra board.

(f) Except as provided in paragraphs (b), (C), (t) and (e) of this Section 9 -

Regular employees will not be permitted to work more than five straight time eight-hour shifts in a work week,

Mileage board extra employees will not be permitted to work more than eleven straight time eight-hour shifts in a semi-monthly period in yard service, excluding the exceptions from the computations provided for in Section 5 paragraphs (b) and (c)

Section 10

(a) The provisions of this Article 8 ½ applicable to yard service shall apply to yard belt line and transfer service and combinations thereof.

(b) None of the provisions of this Article 8 ½ relating to starting time shall be applicable to any classification of employees included within the scope of this Article 8 ½ which is not now subject to starting time rules.

Section 11

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this Article 8 ½ in order to implement the operation of the reduced work week on a straight time basis.

Section 12

The parties hereto having in mind conditions which exist or may arise in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into

additional written understandings to implement the purposes of Article 8 ½ provided that such understandings shall not be inconsistent with this Article 8 ½. (From Agreement "A" of May 23, 1952, and Letter of understanding dated March 2, 1979).

YARD MEALS

We agreed that your current agreements provide that yard engineers are entitled to a 20 minute meal period between four and six hours. If this first meal period is not allowed, the yard engineer is entitled to payment of 6 miles.

The yard engineer then should be afforded a meal period to be started no later than the beginning of the 7th hour. If this meal period is likewise not afforded the yard engineer is entitled to payment of an additional 6 miles.

At this point, the yard engineer must specifically request a meal period. If the meal period is denied, the yard engineer must identify when the meal period was requested and the name of the individual who denied the request. Then, if the yard engineer is not afforded a meal period to commence before the beginning of the 10th hour, an additional 50 miles shall be allowed.

In addition, in the event BNSF disputes the information provided by the yard engineer, the declination must identify who either granted a request for a meal period or instructed the yardman to observe a meal period, when the request/instruction occurred, and the site of the eating location. Notwithstanding the foregoing, yard engineers will not be considered as waiving their meal period, and shall be allowed a meal period as soon as operationally possible.

It was further understood that yard engineers making claim under this provision must show that an appropriate eating location was available within the identified time parameters. We agreed that a "proper eating location" would be a location that contemplates a lunchroom, restaurant or other location that allows the engineer to get off the locomotive, sit down and consume a meal including, but not limited to, the on/off duty location.

Notwithstanding the foregoing, yard engineers on duty for 10 hours or more, who have not been afforded a meal period, shall be allowed a meal period as soon as operationally possible upon arrival at the on/off duty location.

YARD ENGINEERS TIME BEGINS AND ENDS

(Letter of Understanding 2/26/1974)

A yard engineer's time will begin at the time he is required to report for duty and will continue until the engine is placed on the designated track and the engineer is relieved at the off-duty point specified in the bulletin.

In reaching this understanding, it was also agreed the Carrier would allow prior and future valid claims of record of engineers for continuous time when released under the Hours of Service Law until reaching the off-duty point.

It was also agreed the foregoing would not prejudice Carrier's position, agreements, rules or Awards with respect to payment of road freight crews who are tied up en route for rest under the Hours of Service law at an intermediate point where meals and lodging are not available and Carrier is required to transport to another point to secure meals and lodging.

YARD ENGINEER PILOT

(1996 Memorandum of Agreement)

Engineer yard pilot assignments, hereinafter identified as yard assignments working under applicable Santa Fe schedule rules and working with an engineer and one ground service employee may be established to perform the following work at a yard location:

Air test(s)

Assemble power

Wye power

Cut remote units used as helper engines in and out of trains

Double outbound trains using the minimum number of tracks for departure

Yard inbound trains within yard limits using the minimum number of tracks

Set out bad orders.

Handle power to and from any location within the terminal limits.

Yard engineer pilots will not be required to do general yard switching.

When an extra yard engineer pilot is called for more than three (3) consecutive days during the same spread of hours the assignment will be considered a regular assignment and will be advertised.

The rate of pay for a yard engineer pilot per day of eight hours or less will be the regular five day yard rate.

INDEX

401(K) Retirement Plan	130
Advance Notice of Abolishment or Annulment - Yard Service	257
Applications for Employment	116
Attending Lawsuits	126
Auto Mileage Allowance	39
Automatic Markup	114
Basic Day – Freight and Miscellaneous Service	56
Basic Day on Certain Helper Crews	66
Bereavement	113
Cab Conditions	84
Calculating Assignments and Meal Periods	256
Call and Release	32
Calling Rules	32
Certification	189
Certification Pay	124
Craft or Class	189
Deadhead and Travel	34
Deadhead Pay	39
Deadheading	34, 66
Deadheading - Called at Same Time	69
Direct Deposit of Payroll Checks	126
Discipline - Computation of Pay for Time Lost	43
Discipline – Handling of Appeals	42
Dismissals	40
Doubling Hills	71
Doubling in Yard Service	263

Duplicate Payments	124
Efficiency Tests	44
Employment Opportunities	216
Enhanced Customer Service	44
Extra Boards and Extra Service	49
Familiarization Trips	180
Filling Engineer Vacancies	52
Final Terminal Delay - Freight Service	62
First-In First-Out	60
Five day week – Road Assignments	73
Five Day Work Week - Yard Service	265
Five-Day Week Assignments	254
Flexible Spending Account	130
Flowback Agreement	202
Freight and Miscellaneous Service	56
Freight Turnarounds	60
Grievances	221
Guaranteed Extra Board	49
Held Away From Home Terminal	83
Helper Service	82
Holidays	87
Holidays - Road	91
Incidental Work	167, 170
Initial Terminal Delay - Through Freight Service	61
Initial Terminal Delay (Locals)	62
Instructor Allowance	178
Instructor Responsibilities	178

Instructor Training and Duties	178
Insurance - Off Track Vehicle	93
Interchange Service	104
Interdivisional Service	106
Investigations	40
Jury Duty	113
Lay Off on Miles	114
Lay Offs	111
Laying Off - Extra Engineers	114
Laying off Union Business	112
Leaves of Absence	116
Local Differential	60
Local Freight Conversion Rule	57
Locomotive Engineer Instructors	177
Lodging	120
Lodging - Waiting for	122
Lodging and Payment In Lieu	120
Lodging For Extra Employee	119
Make Whole	126
Meal Allowance	119
Meal En Route	74
Meals and Lodging	118
Meeting with Carrier Officers	126
Mentor Agreement	182
Mileage Regulation – Line Miles	123
More Than One Class of Road Service Rule	69
On and Off Duty Points	81

Overtime – Freight and Miscellaneous Service	57
Overtime Rate in Yard Service	253
Pay Rules	124
Pay System Simplification	
Trip Rates	133
Personal Leave Days	140
Physical Re-examinations	141
Point for Beginning and Ending Day – Yard Service	256
Probationary Period	200
Profit Sharing	127
Protecting Emergency Service	52
Radio Rule	146
Rate Progression	125
Reserve Board	147
Rest	151
Rest - 14 Hr	151
Rest - Smart Rest	151
Review Records	235
Road Engineers Called For Temporary Yard Service	258
Road Switcher Agreement	165
Road Yard	167
Road/Yard	167, 171, 173
Rules and Retraining	175
Runarounds	67
Running Switch Engines Outside of Switching Limits	257
Safety Glasses	145
Scope Rule	184

Seniority - System Seniority Agreement	190
Seniority and Employment	190
Service Letters	116
Service Scale	125
Short Trips	73
Short Turnarounds at Away-From-Home-Terminal	60
Side and Lap-Back Trips	72
Side Trip - defined	72
Side trips	81
Special District Pay	65
Special Engineers' Through Freight Allowance	65
Start Times (Road) Advanced or Set-Back	33
Starting Time	256
Strike or Lockout	234
Suspensions	40
Switching At Terminals	65
Switching Limits - Changing	261
Switching Service for New Industries	259
System Bidding and Bumping	10
Tied Up Between Terminals	74, 79
Time Claims	221
Time Claims, Appeals	222
Time Limit on Claims	221
Time Tickets - Disputed	221
Training Student Engineers	181
Transfer Agreement	198
Transfer Temporary	201

Turn Around Service	80
Tying Up Between Terminals	75
Union Dues	232
Union Membership	226
Union Shop	226
Using a Post October 31, 1985 Engineer in Emergency Service	52
Utility Engineers	264
Vacation - Allocation	246
Vacations	236
Vacations - Full Time Union Officers	244
Work Retention Board	247
Work Train Service	82
Work Train Service – Pay When Not Used	82
Yard Engineer Pilot	271
Yard Engineers	253
Yard Engineers Time begins and Ends	271
Yard Meals	270
Yard Runaround	74