

890-180-30-100

UP-SP TRACKAGE RIGHTS IMPLEMENTING AGREEMENT 5.2

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY Co.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. The purpose of this agreement is to provide for expedited changes in services, facilities, operations, seniority districts and existing collective bargaining agreements to effectuate the trackage rights approved by the Surface Transportation Board in Decision No. 44 of Finance Docket No. 32760. The purpose is also to enable the company to provide effective competition to the combined UP-SP in corridors where such trackage rights have been granted, and to allow for integration of these trackage rights operations with other BNSF operations.

2. This particular Agreement covers operations in the Grand Junction - Salt Lake City corridor, and revises the parties' UP-SP Trackage Rights Implementing Agreement 5 to the extent set forth here.

IT IS AGREED:

Article 1 - Revision of Terminals

Section 1

A. Grand Junction will remain the home terminal for service in the territory between Grand Junction and Salt Lake City. The single extra board established at Grand Junction, in accordance with the controlling agreement, will continue to provide relief for the respective pools and any other necessary service originating at Grand Junction.

B. Provo will be established as the away from home terminal in the corridor between Grand Junction and Salt Lake City. It is contemplated that the Utah Railway will provide all necessary service in the territory between Provo and Salt Lake City. Additionally, it is understood that, when trains destined to Provo are relieved under the

Hours of Service Law at or west of Rio and there are no rested and available engineers at Provo, the company may use Utah Railway crews to dogcatch a BNSF train.

C. Grand Junction engineers will retain prior rights to service between Provo and Salt Lake City should the company, in the future, again decide to go to Salt Lake City or to operate anywhere between Provo and Salt Lake City.

### Section 3

The former Santa Fe Schedule covering engineers, as modified and amended, will continue to be applicable in this territory.

### Article 2 - Supplements

The elements contained within this article are included strictly and only in exchange for the Organization's cooperation in expeditiously reaching a voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the Norfolk & Western Conditions. Since these elements go beyond the "selection of forces" issues that are the proper and limited subject matter of Section 4, they shall have no application, precedential value or persuasive force in any other setting, including failure of ratification.

### Section 1

Engineers at Grand Junction who have their jobs abolished as a result of this change, or who are caught in a subsequent chain of bumps, and suffer reduced earnings as a result (tested over the 3 months following the change in their status) will be treated as displaced/dismissed employees under the Norfolk & Western Conditions. The TPA's developed in connection with the Kremmling transaction will be used to make this assessment.

### Section 2

A. Overmiles for engineers on these runs will be paid as if these were Intraseniority District runs under the Award of Arbitration Board No. 458 and the ATSF-BLE Agreement of 1996.

B. In order to expedite the movement of trains over these crew districts, the company shall determine the conditions under which such conductors may stop to eat. When engineers, working or deadheading, are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless the engineer is on duty in excess of eight hours, in which event \$5.00 will be allowed in lieu of the \$1.50. If in conductor-only service, and a qualifying engineer is on duty in excess of eight hours, \$6.00 will be allowed rather than \$5.00. These payments will be payable to engineers with seniority dates before and after November 1, 1985.

### Section 3

The mileage for a trip between Grand Junction and Provo will be 25¢. Additionally, each conductor who works a through freight trip as a road conductor between the terminal of Grand Junction and Provo will receive special district pay (recently \$11.04), and that payment is subject to future general wage and cost-of-living increases.

### Section 4

For a one year period following initiation of Provo as an away from home terminal, Held Away From Home Terminal payments shall be made on a continuous time basis after expiration of 16 hours. The parties will meet to address this issue again before expiration of the one-year period.

## Article 4 - General

### Section 1

A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All preexisting agreements that do not conflict with the terms of this agreement remain in full force and effect.

B. This implementing agreement is made pursuant to the Norfolk & Western Conditions which, by this reference, are incorporated here.

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



Section 2

This agreement will become effective after execution by the parties. It may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2000

for BROTHERHOOD OF LOCOMOTIVE ENGINEERS

for THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

\_\_\_\_\_  
General Chairman

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General Director - Labor Relations