

BNSF



Date: October 10, 2002

To: Chris Roberts
Dave Meline
Vickie Chilcutt
Ruth McCullum
Joan Morris

From: Gene L. Shire

Subject: Chicago Switching Limits

Attached are the agreements providing for the extension of switching limits at Chicago on the former ATSF line.

Cc: Milton Siegele
George Smallwood
Marka Hughes
Randy Luther
Roger Boldra
Jason Ringstad
Melissa Beasley
Bob Apetz

COR00003 07/00

MEMORANDUM OF AGREEMENT
Between The
BURLINGTON NORTHERN AND SANTA FE RAILWAY
COMPANY
And The
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. Pursuant to Carrier's notice dated July 15, 2002, the switching limits at Chicago are extended westward to and including Milepost 59 on the Chillicothe Subdivision.
2. Road crews may be required to receive or deliver their train at any location within the expanded terminal pursuant to agreements applicable on the Eastern and Western Lines.
3. If by operation of this provision a road crew is obligated to operate additional miles, such additional actual miles shall be added to the miles of the assignment.
4. Yard assignments within the expanded terminal may be established at Corwith, Willow Springs, the new facility at milepost 48 (the Arsenal) and Joliet.
5. The former ATSF Eastern and Western Lines Yard Service Agreements shall govern yard assignments.
6. Temporary vacancies at Corwith and to and including Willow Springs shall be filled from the Corwith yard extra board (currently Board 8). Temporary vacancies at the new facility at milepost 48 (the Arsenal), Joliet and to but not including Willow Springs shall be filled from a road/yard board to be established at Joliet.
 - 6.1 The road/yard extra board at Joliet may be called to perform Hours of Service relief on eastbound trains in road territory between the newly established switching limits to but not including Chillicothe.
 - 6.2 The Corwith yard extra board may be utilized to supplement the Joliet road/yard extra board should it become exhausted, and the Joliet road/yard extra board may be used to supplement the Corwith yard extra board should it become exhausted. In either case, the earnings shall not be used to offset guarantee.

7. Jobs within the expanded terminal are to be assigned pursuant to the Order of Selection document appended hereto as Attachment "A."
8. Away from home terminal pool freight engineers at Chicago shall not be used, nor shall they be obligated to protect or accept a call for emergency work within the expanded Chicago terminal.
9. Pool freight line miles currently paid engineers in pool service into and out of Chicago shall remain unchanged.

Signed this 3rd day of September, 2002 and effective
 _____, 2002.

FOR THE BURLINGTON NORTHERN
 AND SANTA FE RAILWAY COMPANY:

Milton Siegel
 Assistant Vice President Labor Relations

[Signature]
 General Director Labor Relations

FOR THE BROTHERHOOD OF
 LOCOMOTIVE ENGINEERS:

John D. Muller
 General Chairman

ATTACHMENT "A"

Order of selection list on a 50 to 50 ratio

1. Ill. 1&2
2. Corwith
3. Ill. 1&2
4. Corwith
5. Ill. 1&2
6. Corwith
7. Ill. 1&2
8. Corwith
9. Ill. 1&2
10. Corwith
11. Ill. 1&2
12. Corwith
13. Ill. 1&2
14. Corwith
15. Ill. 1&2
16. Corwith
17. Ill. 1&2
18. Corwith
19. Ill. 1&2
20. Corwith
21. Ill. 1&2
22. Corwith
23. Ill. 1&2
24. Corwith
25. Ill. 1&2
26. Corwith
27. Ill. 1&2
28. Corwith
29. Ill. 1&2
30. Corwith

BNSF



Gene L. Shire
General Director – Labor Relations

Burlington Northern Santa Fe

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level
Fort Worth, TX 76131
Phone: 817-352-1076
Fax: 817-352-7482

August 5, 2002

Mr. J.D. Mullen
General Chairman BLE
509 SW Wilshire
Suite D
Burleson, TX. 76028

Mr. J.A. Huston
General Chairman UTU
8100 Marty
Suite 100
Overland Park, KS. 66204

Gentlemen:

This is in regard to my letter of July 15, 2002 serving notice to extend the switching limits at Chicago and our meeting of July 31, 2002 where we sought to negotiate an understanding to effect the extension.

The issue of work performed within the limits of the new facility being constructed at milepost 48, that we have been referring to as "The Arsenal," was fully discussed. Assistant Vice President Operations South Chris Roberts as well as I committed to both of you that if the proposed agreements ratify and the switching limits at Chicago are extended in line with BNSF's Notice and proposals, the work at the "Arsenal" shall be performed by BNSF employees unless there is a material change in circumstances.

To explain further, we discussed during negotiations that an outside operator, considering only production cost, would be able to perform the work for the Arsenal less expensively. However, Chris in particular recognized that there are certain "soft dollar" savings attendant to having the people you represent perform the work within the Arsenal. Therefore, unless there is an actual material change in circumstances, we committed to use BNSF crews within the Arsenal, again, providing the agreements ratify.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene L. Shire".

Cc: Chris Roberts
Milton Siegele
Dave Meline
Vickie Chilcutt

MEMORANDUM OF AGREEMENT
Between The
BURLINGTON NORTHERN AND SANTA FE RAILWAY
COMPANY
And The
UNITED TRANSPORTATION UNION
(Eastern and Western Lines)

1. Pursuant to Carrier's notice dated July 15, 2002, the switching limits at Chicago are extended westward to and including Milepost 59 on the Chillicothe Subdivision.
2. Road crews may be required to receive or deliver their train at any location within the expanded terminal pursuant to agreements applicable on the Eastern and Western Lines.
3. If a road crew is obligated to operate additional miles, such additional actual miles shall be added to the miles of the assignment.
4. Yard assignments within the expanded terminal may be established at Corwith, Willow Springs, the new facility at milepost 48 (the Arsenal) and Joliet.
5. The former ATSF Eastern and Western Lines Yard Service Agreements shall govern yard assignments.
6. Temporary vacancies at Corwith shall be filled from the Corwith Yardmen's extra board (currently Board 9). Temporary vacancies at the new facility at milepost 48 (the Arsenal), Joliet and to and including Willow Springs shall be filled from the Joliet yard extra board.
 - 6.1 The yard extra board at Joliet may be called to perform Hours of Service relief on eastbound Fort Madison pool trains in road territory between the newly established switching limits to but not including Chillicothe. For such service, otherwise qualified employees (pre-85) shall be paid miles or hours (at the frozen rate), whichever is the greatest, with a minimum of one (1) hour for the class of service performed for all time consumed outside of the newly established switching limits. This allowance shall be in addition to the regular yard pay and without deduction therefrom for the time consumed outside of switching limits.
 - 6.1.1 Such Hours of Service relief crews shall consist, at a minimum, of a foreman and one helper.
 - 6.2 The Corwith yard extra board may be utilized to supplement the Joliet yard extra board should it become exhausted, and the Joliet yard extra board may be used to supplement the Corwith yard extra board should it become exhausted. In either case, the affected groundman shall be allowed a basic day at the appropriate rate (foreman or helper, depending on the service being protected) in addition to all

other earnings. The earnings realized when one board supplements the other shall not be used to offset extra board guarantee.

- 6.3 It is understood that Article 10 of the current agreement "Calling Crews" applies to the extra boards contemplated by this agreement, i.e., there are designated "calling times" applicable to yardmen within the expanded terminal. Employees shall not be disciplined, nor will the employee's guarantee be reduced should the employee miss a call placed outside of the calling time bracket. Furthermore, employees shall not be disciplined, nor will the employee's guarantee be reduced should the employee miss a call for an assignment normally protected from the other extra board.
7. Illinois Division 1&2 groundmen holding seniority as such on the effective date of this agreement shall have "prior-rights" to assignments headquartered at Joliet, the new facility at milepost 48 (the Arsenal) and Willow Springs.
8. Away from home terminal pool freight trainmen at Chicago shall not be used, nor shall they be obligated to protect or accept a call for exclusive yard service (working on switch assignments) within the expanded Chicago terminal. Nor shall they be called to perform Hours of Service relief on eastbound pool freight trains. Further, pool freight trainmen shall not be censured or disciplined in any manner for refusing to accept a call to perform service prohibited under this Section.
9. Pool freight line miles currently paid trainmen in pool service into and out of Chicago shall remain unchanged.

Signed this 3rd day of September, 2002 and effective _____, 2002.

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY COMPANY:

Milton Sigel
Assistant Vice President Labor Relations

[Signature]
General Director Labor Relations

FOR THE UNITED
TRANSPORTATION UNION:

Jim A. Huston
General Chairman

MEMORANDUM OF AGREEMENT
Between The
BURLINGTON NORTHERN AND SANTA FE RAILWAY
COMPANY
And The
UNITED TRANSPORTATION UNION
(EASTERN AND WESTERN LINES)

IT IS AGREED:

1. The Shuttle Yardman and Yard Herder positions established by this agreement must be advertised as provided for in Article 7 of the current Yardmen's Schedule, and they must be advertised and worked during any of the three current shifts; the first shift must begin work between 6:30 a.m. and 8:00 a.m.; the second shift between 2:30 p.m. and 4:00 p.m.; and the third shift between 10:30 p.m. and 12 midnight. (These positions must be manned by promoted engine foremen.) Because these positions are regularly assigned positions, vacancies will be filled by the senior employee at the point who has a written request on file for such service and whose starting time is within the same spread of hours as that of the vacancy. Absent an employee with a request on file, the vacancy will be filled by calling the first-out employee from the controlling extra board. All vacancies due to vacation, laying off, or otherwise absent from the assignment, or while the position is under advertisement, must be filled pursuant to the terms of this Section. Once a position is advertised, the position must be filled and worked for at least one week following the close of the advertisement. Should a position be worked more than three (3) consecutive calendar days, it shall be considered a regular assignment and advertised. The intent of this Section is to prevent BNSF from calling these positions on a day-to-day basis without advertising and assigning the positions.
2. Shuttle Yardman
 - 2.1 Shuttle Jobs may be established at any on/off duty location within the Chicago Terminal Switching Limits.
 - 2.2 Shuttle Jobs may be operated foreman-only.
 - 2.3 A Shuttle Yardman shall be compensated on the basis of \$182.00 for a basic day, overtime after eight hours.
 - 2.3.1 The rate provided for above shall be subject to all subsequent general wage increases and COLA adjustments.

- 2.4 A Shuttle Yardman shall not be required to perform general yard switching, but may perform work such as:
 - 2.4.1 Transfer service between the new location at milepost 48 (the Arsenal) and other locations within switching limits, including interchange to and/or from connecting carriers and switching companies.
 - 2.4.1.1 The parties understand and agree that “Shuttle Service” means the transfer of traffic to and from the new location at milepost 48 (the Arsenal).
 - 2.4.2 Handle locomotive consists between the new location at milepost 48 (the Arsenal) and other locations within switching limits.
 - 2.4.3 Air tests in connection with their own assignment.
 - 2.4.4 Set out bad orders and misroutes in connection with their own assignment.
 - 2.4.5 Spot and pull ramps, limited to doubling into and out of facilities and cutting necessary crossings, and only in connection with traffic being handled in transfer service as defined under 2.4.1.
- 2.5 Shuttle Yardmen shall not be required to perform any service without an operable portable radio. The Shuttle Yardman shall not be censured, disciplined or intimidated in any way whatsoever for exercising the right granted by this Section.
- 2.6 So-called “entry rates,” or “rate progression” provisions shall not apply to these Shuttle Yardmen.
- 2.7 Personal leave days or single-day vacations taken by employees assigned to Shuttle Yardman positions shall be paid at the rate provided under Section 2.3 hereof.
- 2.8 In order to qualify for vacation pay at the rate provided for herein, the Shuttle Yardman must be regularly assigned to a Shuttle Yardman position. In the event an employee who is not regularly assigned to a Shuttle Yardman position happens to work a Shuttle Yardman position prior to going on vacation, vacation compensation shall be computed on the basis of the Yard Foreman rate, or 1/52 (weekly) of the previous years earnings, whichever is greater.
- 2.9 Shuttle Yardmen shall not be attached or assigned to any road or yard crew under any circumstances.

3. Yard Herders
 - 3.1 BNSF may establish regularly assigned Yard Herders within the Chicago Terminal Switching Limits, subject to the following conditions, providing that the work performed does not infringe on existing contractual rights held by other crafts.
 - 3.2 Yard Herders established pursuant to the terms of this agreement may perform the following work:
 - 3.2.1 Operate switches for any yard, train, transfer or engine movements, including the operation of the "Panel" located near the east end of Willow Springs Yard.
 - 3.2.2 Air tests in connection with their own assignment.
 - 3.2.3 Handle end-of-train and head-end devices in connection with their own assignment.
 - 3.2.4 Yard Pilot duties with foreign line crews.
 - 3.2.4.1 Yard Herders performing Yard Pilot duties may only line switches and provide instructions/directions to the crew being piloted. Yard Herders will not be instructed or required to assist said crew in performing any other works such as pick-ups, set-outs, doubling or switching.
 - 3.2.5 Attach to a ground crew pursuant to the provisions of Sections 4, 5, 6 and 7 below.
4. Yard Herders may be attached to a ground service crew. The Yard Herder shall only be attached to one yard crew or one road crew at any time. The Yard Herder shall notify the foreman or conductor when so attached to a crew prior to commencing any duties with that crew. The Yard Herder shall notify the foreman or conductor when the duties have been completed and detached from the crew. The foreman or conductor shall advise all members of the crew that the Yard Herder is attached to or detached from the crew. Yard Herders attached to any crew shall become a temporary member of that crew.
5. Yard Herders may only be attached to crews working within the switching limits.

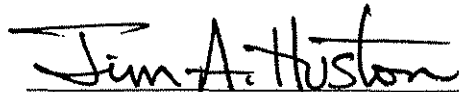
6. Yard Herders may be required to fill a temporary vacancy on a yard assignment, provided, however, that (1) a replacement employee has been called to fill the vacancy and (2) the Yard Herder may not fill the temporary vacancy for more than two (2) hours. In the event the Yard Herder is attached to a yard assignment pursuant to the terms of this Section for more than two (2) hours, the Yard Herder will be allowed a basic day at the appropriate (foreman or helper) rate, in addition to all other earnings.
7. A Yard Herder, while attached to a road or yard crew, who is required to perform service that would otherwise qualify the road or yard crew for additional compensation such as, but not limited to ETD/ETM allowance or air pay, such allowance shall be paid to the road or yard crew to which the Yard Herder was assigned.
8. Yard Herders shall not be required to perform any service without an operable portable radio, nor shall the Yard Herder be required to perform any service while attached to any crew unless radio communication can be established between the Yard Herder and the foreman or conductor of the crew, nor will the Yard Herder be censured, disciplined or intimidated in any way whatsoever for exercising the right granted by this Section.
9. Attaching a Yard Herder to a conductor-only train shall not relieve BNSF of the restrictions addressing the number of moves (events) that a conductor-only crew may perform. Nor shall the attachment of a Yard Herder to a conductor-only train relieve BNSF from the penalty specified in Article 1, Section 6 of the October 1, 1992 Crew Consist Agreement.
10. Yard Herders shall be compensated on the basis of \$182.00 for a basic day, overtime after eight hours.
 - 10.1 The rate provided for above shall be subject to all subsequent general wage increases and COLA adjustments.
 - 10.2 Personal leave days or single-day vacation days taken while working as a Yard Herder shall be paid \$182.00.
 - 10.3 In order to qualify for vacation pay at the rate provided for herein, the Yard Herder must be regularly assigned to a Yard Herder position. In the event an employee who is not regularly assigned to a Yard Herder position happens to work a Yard Herder position prior to going on vacation, vacation compensation shall be computed on the basis of the Yard Foreman rate, or 1/52 (weekly) of the previous years earnings, whichever is greater.
 - 10.4 So-called "entry rates," or "rate progression" provisions shall not apply to these Yard Herders.

11. In accordance with the provisions of Article 24 of the May 19, 1981, Crew Consist Agreement, the parties have entered into this agreement by mutual consent. It is further recognized that the provisions of this agreement are covered by said Article 24 of the May 19, 1981, Crew Consist Agreement as though contained therein. Nothing in this agreement can be construed as altering or amending the provisions of Article 24 of the May 19, 1981, Crew Consist Agreement.
12. Except as provided above, all agreements, understandings, practices and interpretations associated with the Eastern and Western Lines Yardmen's Agreement remain unchanged.

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.:

FOR THE UNITED TRANSPORTATION
UNION:


Assistant Vice President Labor Relations


General Chairman


General Director Labor Relations

APPROVED:


Assistant Vice President Operations

BNSF



Gene L. Shire
General Director -- Labor Relations

Burlington Northern Santa Fe

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level
Fort Worth, TX 76131
Phone: 817-352-1076
Fax: 817-352-7482

Mr. J.A. Huston
General Chairman UTU
8100 Marty
Suite 100
Overland Park, KS. 66204

August 27, 2002

Dear Mr. Huston,

This letter is in regard to our conversations addressing the extension of switching limits at Chicago.

I committed to you that no extra employees at Joliet would suffer loss of guarantee due solely to the change in the handling of extra service out of Joliet.

We also discussed the handling of "Shuttle" jobs. Section 2.4.1.1 reads:

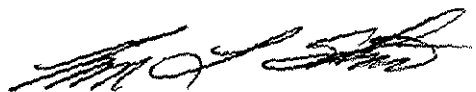
The parties understand and agree that "Shuttle Service" means the transfer of traffic to and from the new location at milepost 48 (the Arsenal).

What we intend is that these jobs would either leave the "Arsenal" with traffic destined for places like Willow Springs, Corwith and/or a connecting line carrier. Conversely, these jobs would be allowed to receive traffic from a connecting carrier, pick-or and/or set-out at locations such as Corwith and/or Willow Springs, and then deliver the train to the "Arsenal." We agreed that these "Shuttles" would only be required to make pick-ups and/or set-outs; that these pick-ups and/or set-outs could be performed while hanging onto cars; and that the only "spotting" that these crews would be allowed to do contemplated "spotting" cuts of cars on the intermodal ramps and other necessary work such as cutting crossings. Shuttle crews would not perform general switching, not would they be required to spot or handle traffic except in connection with their own assignment, i.e., the handling of traffic out of and/or into the Arsenal.

Finally, in regard to the "Shuttle/Herder" Agreement, we understood that it would be subject to automatic cancellation by the service of a 10-day notice, one party upon the other, only in the event the Carrier sells, leases or otherwise transfers ownership of the new facility at milepost 48 (the Arsenal) and, as a result, the switching operation is performed by employees other than those subject to your collective bargaining agreement.

I trust that the forgoing addresses your concerns and accurately reflects our understanding.

Sincerely,

A handwritten signature in black ink, appearing to be "M. J. Smith", written in a cursive style.

BNSF



Gene L. Shire
General Director - Labor Relations

Burlington Northern Santa Fe

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level
Fort Worth, TX 76131
Phone: 817-352-1076
Fax: 817-352-7482

Mr. J.A. Huston
General Chairman UTU
8100 Marty
Suite 100
Overland Park, KS. 66204

August 30, 2002

Dear Mr. Huston,

This will serve as notice to cancel the road extra board at Joliet, pursuant to the 24-hour provision contained in agreement dated October 16, 1998.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene L. Shire".

MEMORANDUM OF AGREEMENT
Between The
BURLINGTON NORTHERN AND SANTA FE RAILWAY
COMPANY
And The
UNITED TRANSPORTATION UNION
(Eastern and Western Lines)

1. Pursuant to Carrier's notice dated July 15, 2002, the switching limits at Chicago are extended westward to and including Milepost 59 on the Chillicothe Subdivision.
2. Road crews may be required to receive or deliver their train at any location within the expanded terminal pursuant to agreements applicable on the Eastern and Western Lines.
3. If a road crew is obligated to operate additional miles, such additional actual miles shall be added to the miles of the assignment.
4. Yard assignments within the expanded terminal may be established at Corwith, Willow Springs, the new facility at milepost 48 (the Arsenal) and Joliet.
5. The former ATSF Eastern and Western Lines Yard Service Agreements shall govern yard assignments.
6. Temporary vacancies at Corwith shall be filled from the Corwith Yardmen's extra board (currently Board 9). Temporary vacancies at the new facility at milepost 48 (the Arsenal), Joliet and to and including Willow Springs shall be filled from the Joliet yard extra board.
 - 6.1 The yard extra board at Joliet may be called to perform Hours of Service relief on eastbound Fort Madison pool trains in road territory between the newly established switching limits to but not including Chillicothe. For such service, otherwise qualified employees (pre-85) shall be paid miles or hours (at the frozen rate), whichever is the greatest, with a minimum of one (1) hour for the class of service performed for all time consumed outside of the newly established switching limits. This allowance shall be in addition to the regular yard pay and without deduction therefrom for the time consumed outside of switching limits.
 - 6.1.1 Such Hours of Service relief crews shall consist, at a minimum, of a foreman and one helper.
 - 6.2 The Corwith yard extra board may be utilized to supplement the Joliet yard extra board should it become exhausted, and the Joliet yard extra board may be used to supplement the Corwith yard extra board should it become exhausted. In either case, the affected groundman shall be allowed a basic day at the appropriate rate (foreman or helper, depending on the service being protected) in addition to all

other earnings. The earnings realized when one board supplements the other shall not be used to offset extra board guarantee.

6.3 It is understood that Article 10 of the current agreement "Calling Crews" applies to the extra boards contemplated by this agreement, i.e., there are designated "calling times" applicable to yardmen within the expanded terminal. Employees shall not be disciplined, nor will the employee's guarantee be reduced should the employee miss a call placed outside of the calling time bracket. Furthermore, employees shall not be disciplined, nor will the employee's guarantee be reduced should the employee miss a call for an assignment normally protected from the other extra board.

7. Illinois Division 1&2 groundmen holding seniority as such on the effective date of this agreement shall have "prior-rights" to assignments headquartered at Joliet, the new facility at milepost 48 (the Arsenal) and Willow Springs.
8. Away from home terminal pool freight trainmen at Chicago shall not be used, nor shall they be obligated to protect or accept a call for exclusive yard service (working on switch assignments) within the expanded Chicago terminal. Nor shall they be called to perform Hours of Service relief on eastbound pool freight trains. Further, pool freight trainmen shall not be censured or disciplined in any manner for refusing to accept a call to perform service prohibited under this Section.
9. Pool freight line miles currently paid trainmen in pool service into and out of Chicago shall remain unchanged.

Signed this 3rd day of September, 2002 and effective _____, 2002.

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY COMPANY:

Milton Siegel
Assistant Vice President Labor Relations

[Signature]
General Director Labor Relations

FOR THE UNITED
TRANSPORTATION UNION:

Jim A. Huston
General Chairman

MEMORANDUM OF AGREEMENT
Between The
BURLINGTON NORTHERN AND SANTA FE RAILWAY
COMPANY
And The
UNITED TRANSPORTATION UNION
(EASTERN AND WESTERN LINES)

IT IS AGREED:

1. The Shuttle Yardman and Yard Herder positions established by this agreement must be advertised as provided for in Article 7 of the current Yardmen's Schedule, and they must be advertised and worked during any of the three current shifts; the first shift must begin work between 6:30 a.m. and 8:00 a.m.; the second shift between 2:30 p.m. and 4:00 p.m.; and the third shift between 10:30 p.m. and 12 midnight. (These positions must be manned by promoted engine foremen.) Because these positions are regularly assigned positions, vacancies will be filled by the senior employee at the point who has a written request on file for such service and whose starting time is within the same spread of hours as that of the vacancy. Absent an employee with a request on file, the vacancy will be filled by calling the first-out employee from the controlling extra board. All vacancies due to vacation, laying off, or otherwise absent from the assignment, or while the position is under advertisement, must be filled pursuant to the terms of this Section. Once a position is advertised, the position must be filled and worked for at least one week following the close of the advertisement. Should a position be worked more than three (3) consecutive calendar days, it shall be considered a regular assignment and advertised. The intent of this Section is to prevent BNSF from calling these positions on a day-to-day basis without advertising and assigning the positions.
2. Shuttle Yardman
 - 2.1 Shuttle Jobs may be established at any on/off duty location within the Chicago Terminal Switching Limits.
 - 2.2 Shuttle Jobs may be operated foreman-only.
 - 2.3 A Shuttle Yardman shall be compensated on the basis of \$182.00 for a basic day, overtime after eight hours.
 - 2.3.1 The rate provided for above shall be subject to all subsequent general wage increases and COLA adjustments.

- 2.4 A Shuttle Yardman shall not be required to perform general yard switching, but may perform work such as:
 - 2.4.1 Transfer service between the new location at milepost 48 (the Arsenal) and other locations within switching limits, including interchange to and/or from connecting carriers and switching companies.
 - 2.4.1.1 The parties understand and agree that "Shuttle Service" means the transfer of traffic to and from the new location at milepost 48 (the Arsenal).
 - 2.4.2 Handle locomotive consists between the new location at milepost 48 (the Arsenal) and other locations within switching limits.
 - 2.4.3 Air tests in connection with their own assignment.
 - 2.4.4 Set out bad orders and misroutes in connection with their own assignment.
 - 2.4.5 Spot and pull ramps, limited to doubling into and out of facilities and cutting necessary crossings, and only in connection with traffic being handled in transfer service as defined under 2.4.1.
- 2.5 Shuttle Yardmen shall not be required to perform any service without an operable portable radio. The Shuttle Yardman shall not be censured, disciplined or intimidated in any way whatsoever for exercising the right granted by this Section.
- 2.6 So-called "entry rates," or "rate progression" provisions shall not apply to these Shuttle Yardmen.
- 2.7 Personal leave days or single-day vacations taken by employees assigned to Shuttle Yardman positions shall be paid at the rate provided under Section 2.3 hereof.
- 2.8 In order to qualify for vacation pay at the rate provided for herein, the Shuttle Yardman must be regularly assigned to a Shuttle Yardman position. In the event an employee who is not regularly assigned to a Shuttle Yardman position happens to work a Shuttle Yardman position prior to going on vacation, vacation compensation shall be computed on the basis of the Yard Foreman rate, or 1/52 (weekly) of the previous years earnings, whichever is greater.
- 2.9 Shuttle Yardmen shall not be attached or assigned to any road or yard crew under any circumstances.

3. Yard Herders

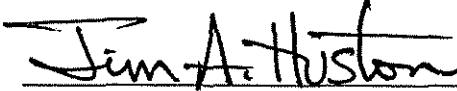
- 3.1 BNSF may establish regularly assigned Yard Herders within the Chicago Terminal Switching Limits, subject to the following conditions, providing that the work performed does not infringe on existing contractual rights held by other crafts.
- 3.2 Yard Herders established pursuant to the terms of this agreement may perform the following work:
 - 3.2.1 Operate switches for any yard, train, transfer or engine movements, including the operation of the "Panel" located near the east end of Willow Springs Yard.
 - 3.2.2 Air tests in connection with their own assignment.
 - 3.2.3 Handle end-of-train and head-end devices in connection with their own assignment.
 - 3.2.4 Yard Pilot duties with road or foreign line crews.
 - 3.2.4.1 Yard Herders performing Yard Pilot duties may only line switches and provide instructions/directions to the crew being piloted. Yard Herders will not be instructed or required to assist said crew in performing any other works such as pick-ups, set-outs, doubling or switching.
 - 3.2.5 Attach to a ground crew pursuant to the provisions of Sections 4, 5, 6 and 7 below.
- 4. Yard Herders may be attached to a ground service crew. The Yard Herder shall only be attached to one yard crew or one road crew at any time. The Yard Herder shall notify the foreman or conductor when so attached to a crew prior to commencing any duties with that crew. The Yard Herder shall notify the foreman or conductor when the duties have been completed and detached from the crew. The foreman or conductor shall advise all members of the crew that the Yard Herder is attached to or detached from the crew. Yard Herders attached to any crew shall become a temporary member of that crew.
- 5. Yard Herders may only be attached to crews working within the switching limits.

11. In accordance with the provisions of Article 24 of the May 19, 1981, Crew Consist Agreement, the parties have entered into this agreement by mutual consent. It is further recognized that the provisions of this agreement are covered by said Article 24 of the May 19, 1981, Crew Consist Agreement as though contained therein. Nothing in this agreement can be construed as altering or amending the provisions of Article 24 of the May 19, 1981, Crew Consist Agreement.
12. Except as provided above, all agreements, understandings, practices and interpretations associated with the Eastern and Western Lines Yardmen's Agreement remain unchanged.

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.:

FOR THE UNITED TRANSPORTATION
UNION:


Assistant Vice President Labor Relations


General Chairman


General Director Labor Relations

APPROVED:


Assistant Vice President Operations

BNSF



Gene L. Shire
General Director – Labor Relations

Burlington Northern Santa Fe

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level
Fort Worth, TX 76131
Phone: 817-352-1076
Fax: 817-352-7482

August 5, 2002

Mr. J.D. Mullen
General Chairman BLE
509 SW Wilshire
Suite D
Burleson, TX. 76028

Mr. J.A. Huston
General Chairman UTU
8100 Marty
Suite 100
Overland Park, KS. 66204

Gentlemen:

This is in regard to my letter of July 15, 2002 serving notice to extend the switching limits at Chicago and our meeting of July 31, 2002 where we sought to negotiate an understanding to effect the extension.

The issue of work performed within the limits of the new facility being constructed at milepost 48, that we have been referring to as "The Arsenal," was fully discussed. Assistant Vice President Operations South Chris Roberts as well as I committed to both of you that if the proposed agreements ratify and the switching limits at Chicago are extended in line with BNSF's Notice and proposals, the work at the "Arsenal" shall be performed by BNSF employees unless there is a material change in circumstances.

To explain further, we discussed during negotiations that an outside operator, considering only production cost, would be able to perform the work for the Arsenal less expensively. However, Chris in particular recognized that there are certain "soft dollar" savings attendant to having the people you represent perform the work within the Arsenal. Therefore, unless there is an actual material change in circumstances, we committed to use BNSF crews within the Arsenal, again, providing the agreements ratify.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene L. Shire".

Cc: Chris Roberts
Milton Siegele
Dave Meline
Vickie Chilcutt

BNSF



Gene L. Shire
General Director – Labor Relations

Burlington Northern Santa Fe

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level
Fort Worth, TX 76131
Phone: 817-352-1076
Fax: 817-352-7482

Mr. J.A. Huston
General Chairman UTU
8100 Marty
Suite 100
Overland Park, KS. 66204

August 27, 2002

Dear Mr. Huston,

This letter is in regard to our conversations addressing the extension of switching limits at Chicago.

I committed to you that no extra employees at Joliet would suffer loss of guarantee due solely to the change in the handling of extra service out of Joliet.

We also discussed the handling of "Shuttle" jobs. Section 2.4.1.1 reads:

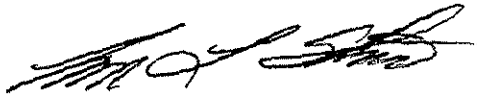
The parties understand and agree that "Shuttle Service" means the transfer of traffic to and from the new location at milepost 48 (the Arsenal).

What we intend is that these jobs would either leave the "Arsenal" with traffic destined for places like Willow Springs, Corwith and/or a connecting line carrier. Conversely, these jobs would be allowed to receive traffic from a connecting carrier, pick-or and/or set-out at locations such as Corwith and/or Willow Springs, and then deliver the train to the "Arsenal." We agreed that these "Shuttles" would only be required to make pick-ups and/or set-outs; that these pick-ups and/or set-outs could be performed while hanging onto cars; and that the only "spotting" that these crews would be allowed to do contemplated "spotting" cuts of cars on the intermodal ramps and other necessary work such as cutting crossings. Shuttle crews would not perform general switching, nor would they be required to spot or handle traffic except in connection with their own assignment, i.e., the handling of traffic out of and/or into the Arsenal.

Finally, in regard to the "Shuttle/Herder" Agreement, we understood that it would be subject to automatic cancellation by the service of a 10-day notice, one party upon the other, only in the event the Carrier sells, leases or otherwise transfers ownership of the new facility at milepost 48 (the Arsenal) and, as a result, the switching operation is performed by employees other than those subject to your collective bargaining agreement.

I trust that the forgoing addresses your concerns and accurately reflects our understanding.

Sincerely,

A handwritten signature in black ink, appearing to be "M. J. Smith" or similar, written in a cursive style.

BNSF



Gene L. Shire
General Director -- Labor Relations

Burlington Northern Santa Fe

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level
Fort Worth, TX 76131
Phone: 817-352-1076
Fax: 817-352-7482

Mr. J.A. Huston
General Chairman UTU
8100 Marty
Suite 100
Overland Park, KS. 66204

August 30, 2002

Dear Mr. Huston,

This will serve as notice to cancel the road extra board at Joliet, pursuant to the 24-hour provision contained in agreement dated October 16, 1998.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene L. Shire".