

AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

and its employes represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

Pursuant to Article IX, BLE National Agreement of May 19, 1986, The Atchison, Topeka and Santa Fe Railway Company may establish interdivisional (ID) service for pool freight engineers as set forth below:

Terminals

Interdivisional pool freight engineers will operate between the terminals of Los Angeles and Barstow, and between Barstow and San Diego, California. Los Angeles will be the home terminal. Barstow and San Diego will be the away-from-home terminals. San Bernardino is eliminated as a terminal for pool freight service. Pool freight engineers in interdivisional service will work first-in, first-out, will only protect ID runs, and will not be used in turnaround service, except as otherwise provided herein.

Laying Off

Engineers in interdivisional service will lay off at home terminal, except in case of emergency, such as illness or injury, and will report at home terminal only.

Held-Away-From Home Terminal

Engineers in interdivisional pool freight service held at their away-from-home terminal will be paid continuous time for all time held after expiration of sixteen hours from the time relieved from previous duty exclusive of any time resulting from the engineer calling for rest, at the rate paid for last service, until called for service or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service, or when deadheading, at the time the train departs on its road trip. If transportation other than train is used for deadheading, HAFHT time shall cease at the time of departure of the other mode of transportation.

NOTE: If an engineer is called and released, held time will not be broken. However, there will be no duplicate payment for held time and time on duty.

Trading Trains

Interdivisional engineers will not be required to trade trains in opposite directions.

Formal Investigations

Applicable schedule rules will apply to pool freight engineers required by Carrier to attend formal investigation; however, an engineer in interdivisional service, who is ordered by carrier to appear for a formal investigation at a location other than his home terminal, will be compensated for deadhead in accordance with the May 19, 1986 Agreement, when dismissed or suspended.

Meals En Route

In order to expedite the movement of these interdivisional pool freight runs, the Carrier shall determine the conditions under which such engineers may stop to eat. When engineers are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless engineers qualify for payment under the meals en route agreement dated June 18, 1982.

Basis of Pay

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 time.

Current actual miles run are as follows:

Los Angeles - Barstow	149 miles
Barstow - San Diego	227 miles

Pool freight engineers called for and departing the terminal in interdivisional service will be allowed the mileage terminal to terminal, except when the service is interrupted by an emergency such as flood, washout, derailment, etc.; i.e., an Act of God, and pool freight engineer is returned to the originating terminal. In that event, the engineer will be placed first out after eight hours rest, being given first consideration for deadhead to the home terminal. It is understood the foregoing does not modify the current call and release rule.

Providing Relief for Hours of Service Law Crews

In connection with relieving interdivisional pool freight engineers tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road engineer out of the terminal:

WESTBOUND TRAINS

- Between Barstow and San Bernardino, including San Bernardino - ID pool freight engineer standing first out at Barstow
- Between San Bernardino and Los Angeles - Extra board engineer at Los Angeles
- Between San Bernardino and San Diego - Extra board engineer at San Diego or San Bernardino, whichever is closer

EASTBOUND TRAINS

- Between Los Angeles & San Bernardino, including San Bernardino - ID pool freight engineer standing first out at Los Angeles
- Between San Diego and San Bernardino, including San Bernardino - Extra board engineer at San Diego or San Bernardino, whichever is closer
- Between San Bernardino & Barstow - ID pool engineer standing first out at Barstow (see Note)

Note: When an ID engineer is used to provide Hours of Service relief under this circumstance, the engineer will be allowed actual miles run, with a minimum of a basic day's pay, and will stand first out for service or deadhead subject to availability under the Hours of Service Law.

Protecting Other Than ID Service

All unassigned service, other than ID between Los Angeles and Barstow, or Barstow and San Diego will be protected by the Los Angeles, San Bernardino or San Diego extra boards. Extra board engineers may protect other than ID service operating through San Bernardino or Los Angeles on a continuous time/mileage basis. Regular assignments will be protected by regularly assigned engineers.

Vacations

A pool freight engineer in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days, but not to exceed three days.

Moving/Real Estate

Article IX, Section 7 of the May 19, 1986 BLE National Agreement, will be applicable to any engineer whose principle residence was the

San Bernardino area on August 31, 1987, and who is required to change his/her residence as a result of the implementation of this Agreement.

Protection

Article IX, Section 7 of the May 19, 1986 BLE National Agreement will be made a part of this Agreement.


This Agreement will become effective April 1, 1989.

Signed at Chicago, Illinois this 26th day of January, 1989.


FOR THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:


General Chairman, BLE

FOR THE CARRIER:


Vice President - Personnel
and Labor Relations

APPROVED:


Vice President, BLE

03240



The Atchison, Topeka and Santa Fe Railway Company

80 East Jackson Boulevard
Chicago, Illinois 60604

January 26, 1989
47-1240-20-25

Mr. G. E. Mettler, General Chairman
Brotherhood of Locomotive Engineers
2920 "H" Street, Suite 106
Bakersfield, California 93301

Dear Sir:

Referring to proposed agreement to establish interdivisional pool freight service through San Bernardino.

This will confirm our discussions concerning the need for a longer call to ID engineers for service out of Los Angeles during the time periods of 7:00 A.M.-10:00 A.M. and 3:00 P.M.-6:00 P.M. when the freeway traffic is heavy. It was understood the Carrier will make every effort to give engineers a two and one-half to three hour call at such times. No discipline will be assessed an engineer who is delayed in reporting for work by a documented freeway tie-up.

Yours truly,

A handwritten signature in cursive script that reads "Russell E. Hagberg".

Russell E. Hagberg
Vice President-Personnel
and Labor Relations

cc: Mr. J. L. Dayton, Vice President
Brotherhood of Locomotive Engineers
14530 N.E. Blue Bird Hill Lane
Dayton, Oregon 97114



The Atchison, Topeka and Santa Fe Railway Company

1700 East Golf Road
Schaumburg, Illinois 60173-5800

November 8, 1991

Mr. A. G. Delyea
General Chairman
United Transportation Union (CT&Y)
2110 E. First Street
Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

This has reference to our discussions concerning crews operating between Los Angeles and Barstow in unassigned train service.

This will confirm our understanding that Article 10(k) (1) and 10(g) (3) of the Conductors and Trainmen's Agreement will be applicable to interdivisional crews working between Los Angeles and Barstow, whether or not the crews operate over the Pasadena or San Bernardino route. In other words, crews operating over either subdivision would be considered as operating over the same route.

The foregoing is without prejudice to either party's position, and may be canceled upon 10 days' written notice. This understanding will become effective on November 15, 1991. If the foregoing correctly describes our understanding, please signify below.

Yours truly,

James M. Harrell
Director - Labor Relations

AGREED:

General Chairman, United
Transportation Union (CTY)

220-30-662

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

IT IS AGREED:

1. The Carrier may operate predominantly intermodal trains eastbound and westbound between Watson, CA and Barstow, CA with Los Angeles/Barstow ID pool freight engineers; Los Angeles being the home terminal and Barstow the away from home terminal for these engineers.
2. Trains originating at Watson, CA and Barstow, CA will be protected by unassigned pool freight engineers on a first in first out basis.
3. Engineers called for this service at Los Angeles will go on duty at Los Angeles; be transported or go lite engine to Watson Yard to operate train through Los Angeles to Barstow. Engineers called for this service at Barstow will go on duty at Barstow to operate train through Los Angeles to Watson and be transported or go lite engine from Watson to Los Angeles. Actual mileage being 207 miles.
4. To the extent applicable all provisions of the April 1, 1989 Interdivisional Agreement will apply to this service.
5. Initial terminal delay will be allowed from 1 hour and 15 minutes after arrival by transport or lite engine at Watson Yard until the train moves from its made up track.
6. Final terminal delay will be allowed from 1 hour after arrival at Watson until departing by transport or lite engine to Los Angeles.
7. A Harbor District Expediting Allowance of \$50.00, not subject to general wage increase, will be paid to all engineers called from the ID pool at Los Angeles or Barstow who work from Watson to Barstow or Barstow to Watson.
8. Each engineer who works a trip in this service westbound from Barstow to Watson shall receive for such trip worked, in addition to other earnings, grade pay of \$13.00. This \$13.00 payment is not subject to future wage increases.
9. Engineers called for this service will automatically retain their position on the board at Los Angeles and Barstow if run around enroute. If at the away from home terminal of Barstow and they can not be called in turn due to rest, they will regain their turn at the home terminal, Los Angeles. Engineers when tying up at Los Angeles may use their switch time to establish a new place on the board by notifying the crew office.

- 10. Westbound engineers called in this service from Barstow to Watson with more than 9 hours on duty upon arrival at Los Angeles will be tied up at Los Angeles.
- 11. In order to ensure a smooth implementation of this Agreement, the parties agree to meet with the local chairmen involved approximately 60 days after implementation to discuss any problems which may have developed.

This agreement will become effective at 12:01 A.M. January 1, 1994 and will continue in effect subject to fifteen (15) days written notice by either party of a desire to change or terminate same.

FOR THE ORGANIZATION:

FOR THE CARRIER:

J. L. Hogan
 General Chairman BLE

Mark G. Hughes
 Director - Labor Relations

M. Casfero
 Local Chairman - Brotherhood
 of Locomotive Engineers Division 662

Thomas H. Edelman
 Regional Manager -
 Labor Relations

W. T. Leubner
 Local Chairman - Brotherhood
 of Locomotive Engineers Division 398

WATSON Shuttle

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

1. A yard job (Watson Shuttle) may be established at Watson, California. The rate of pay shall be \$210.00 per day with overtime paid on a minute basis at the 3/16 rate of the prescribed daily rate.
 - 1.1 The rate provided herein shall be subject to future general wage increases and COLA adjustments.

2. Payments and penalties associated with meal periods shall not be applicable to these Shuttle positions.
 - 2.1 Shuttle Engineers shall be afforded an uninterrupted meal period of not less than twenty (20) minutes prior to the completion of ten (10) hours on duty. The Shuttle Engineer should also arrange to bring a lunch to eat due to the expansive terminal operation at the ports. If the Shuttle Engineer does not get to lunch prior to (10) hours on duty then a 56 mile penalty shall be due. The Shuttle Engineer shall be responsible to arrange for the twenty (20) minute period provided for herein at a convenient time prior to the expiration of the ten (10) hour period, consistent with the requirements of the

service. The additional payment contemplated under this Section shall only be due when the Shuttle Engineer can affirmatively show that it was impossible to arrange for an uninterrupted period of twenty (20) minutes prior to the expiration of ten (10) hours.

3. Shuttle engineers may, without any additional compensation:

3.1 Shuttle trains between the expanded Los Angeles terminal and (including) Esperanza.

3.2 Perform any work in connection with the train being handled including, but not limited to, any necessary work associated with making the train road-ready, e.g., switching out bad orders, repositioning hazardous material, performing air tests, handling locomotive power, coupling air hoses, " MU ing locomotives, receiving or delivering trains on the minimum number of tracks, pick-ups, set-outs, etc.

4. Watson Shuttle positions shall not be required to perform general yard switching. The intent of the parties is that these positions will perform the work necessary to put trains together and put trains away.

4.1 In the event there is a dispute regarding the nature of the work assigned to these positions, the Local Chairman shall meet with the Division General Manager to resolve the issue. In the event the issue cannot be resolved on the Division the matter shall be

referred to the General Chairman for handling with the Vice President of Operations South and BNSF System Labor Relations.

5. Watson Shuttle Engineers positions shall have an assigned starting time that may be outside the starting time parameters established under Rule 15 (h), (j) or (k) of the Coastlines Agreement.
6. An extra board established at Watson shall protect temporary vacancies on assignments and extra jobs.
7. Employees working in the interdivisional service pool between Los Angeles and Barstow may be required to report for service at Watson.
8. Interdivisional service employees reporting for duty at Watson pursuant to the provisions of this agreement shall, upon return, be relieved from duty at Watson.
 - 8.1 The provisions of this Section may be satisfied by either having the individual work a train to Watson or BNSF providing suitable transportation between where the train was delivered and Watson.
9. Interdivisional service employees reporting for duty at Hobart and who are called on the return trip for a train destined to Watson or the ports shall, upon return, be relieved from duty at Hobart.
 - 9.1 The provisions of this Section may be satisfied by BNSF providing suitable transportation between where the train was delivered and Hobart.

10. Interdivisional service employees performing service in either direction between Watson and Barstow shall receive a trip rate of \$248.15, with overtime commencing after 9 hours and 19 minutes on duty.
11. Interdivisional service employees performing service in either direction between Hobart and Barstow shall receive a trip rate of \$235.25, with overtime commencing after 9 hours and 19 minutes on duty.
12. Except as provided herein, all other Rules, practices and interpretations governing applicable to Coast Lines Engineers remain in effect.
13. This Agreement is subject to automatic cancellation by the service of a 15-day notice of intent to cancel by either party upon the other party.
 - 13.1 The parties recognize that there are good reasons for the establishment of the positions provided pursuant to the terms of this agreement as well as the modification to the Los Angeles / Barstow interdivisional service pool. In the event either party serves a cancellation notice the parties commit to meet during the 15-day period in an effort to resolve any issues that led to the service of the notice.

Signed this _____ day of _____, 2005 and effective the _____ day of _____, 2005.

FOR THE
BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY:

FOR THE
BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

AND TRAINMEN:

General Manager

Local Chairman

APPROVED:

APPROVED:

Vice President Operations South

General Chairman

General Director Labor Relations