

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

Interdivisional service may be established between La Junta – Amarillo and Amarillo - Trinidad under the following conditions:

1. Interdivisional pool freight engineers will operate between La Junta - Amarillo and Amarillo - Trinidad, through the terminal of Texline. La Junta and Amarillo will be established as home terminals in this bi-directional operation. La Junta will be the away-from-home terminal for Amarillo-based engineers. Amarillo will be the away-from-home terminal for La Junta-based engineers. Trinidad will be the off-duty point for Amarillo and La Junta engineers who will then be transported to La Junta under paragraph 15.1 of this agreement.
 - 1.1 The district miles between La Junta and Amarillo shall be 260. The district miles between Amarillo and Trinidad shall be 263. Engineers called for and departing the terminal (i.e. train commences movement from the departure track) in this service will be allowed the above mileage except when the service is interrupted by an emergency such as flood, washout, derailment and the 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 its home terminal.
 - 1.2 Engineers in interdivisional service shall not be used to perform non-interdivisional service.
 - 1.3 The schedule agreement applicable to a engineer in this service shall be determined by the job allocation of the assignment.
2. A pool of engineers shall be established and maintained at La Junta and Amarillo, the home terminals, sufficient to man the service between La Junta, Amarillo and Trinidad. BNSF will determine the ratio of calling home terminal and away-from-home terminal pool freight engineers at La Junta and Amarillo, dependent upon the needs of the service and engineer availability. The ratio of calling engineers with the same home terminal in comparison to engineers from the other home terminal, at either La Junta or Amarillo, shall not exceed 5:1, except as provided below.
 - 2.1 In the event of a *bona fide* emergency (as defined in Section 1.1), the calling ratio shall not apply. However, this section does not mitigate the company's obligation to maintain equity as required in Section 11 of this agreement and the attached Agreed-to Questions and Answers.

- 2.2 In the absence of an available away-from-home terminal engineer, more than 5 home terminal engineers may be called.
 - 2.3 If either party to this agreement is of the opinion that application of the 5:1 ratio creates undue hardship and imbalance, the matter will be discussed between the Local Chairmen and the Crew Superintendent. Failing resolution, the matter may be appealed by the General Chairman to the Assistant Vice President of Labor Relations.
3. Except in cases of emergency, engineers in this service shall lay-off and report for service at the home terminal only.
4. When a pool freight engineer arrives at the home terminal, the engineer shall be placed to the bottom of the home terminal board. When a pool freight engineer arrives at the away-from-home terminal, the engineer shall be placed to the bottom of the away-from-home terminal board. These shall be the "inactive" boards.
5. BNSF shall, at 4 a.m., 8 a.m., noon, 4 p.m., 8 p.m., and midnight, "activate" engineers from the "inactive" boards to a so-called "active" board. When engineers are activated, their order of call shall be determined and shall govern the order of engineers called for service. BNSF shall endeavor, to the extent possible, to activate only the number of engineers that BNSF believes are to be used during the following eight-hour period. So-called "cut-in" engineers may be eliminated from the active list at activation time.
 - 5.1 Activations must be made and published within plus or minus thirty (30) minutes of the specified activation times.
6. When a "cut-in" engineer stands to be called from the active board, rested home terminal engineers in this service shall be offered the opportunity to work the turn. If a turn on the active board accepts the work, the "cut-in" turn shall replace the slot held by the turn accepting the work. If a turn on the inactive board accepts the work, the "cut-in" turn shall be eliminated.
 - 6.1 An "inactive" turn declining the opportunity to work shall retain its position on the board.
7. BNSF may re-sort activated away-from-home terminal engineers around home terminal engineers on the active list, at 7:00 a.m. and/or 7:00 p.m. The intent of this provision is to reduce held away from home terminal time and deadheading, but not to arbitrarily sort the active boards for other purposes. So-called "cut-in" engineers may be eliminated from the active list during re-sort. It is understood that an engineer may only be re-sorted once before being placed on duty after being placed on the active board.

8. Once an engineer is activated at the home terminal, that engineer shall not be subject to receiving a call for service until the expiration of four (4) hours. For example, at locations where the calling time is 1 and ½ hours, an engineer at the home terminal could not have an on-duty time prior to 5 and ½ hours after being activated. At locations where the calling time is 2 hours, an engineer at the home terminal could not have an on-duty time prior to 6 hours after being activated. This provision shall not apply to engineers at their away-from-home terminal.
 - 8.1 Engineers who have not received a call for service within sixteen (16) hours of their activation time as specified in Section 5 will be handled as follows:
 - 8.1.1 Engineers at the home terminal shall receive line mile compensation for a round trip and be placed to the bottom of the home terminal "inactive" board.
 - 8.1.2 Engineers at the away from home terminal shall be deadheaded home and paid line miles at the working rate.
 - 8.1.3 The payments contemplated by this Section 8 shall not be due under circumstances where BNSF can document that the excessive activation was due to circumstances beyond the control of the company, e.g., washout, rock slide, derailment, flood, fire or act of God.
 - 8.2 Engineers at the away from home terminal who receive a call to deadhead to the home terminal after having been tied up in excess of twelve (12) hours at the away from home terminal shall receive payment of line miles for such deadhead.

Example: If an engineer is deadheaded by the direct route between Amarillo and La Junta or La Junta and Amarillo, he or she would be allowed 260 line miles. If, however, they go to Trinidad first, they would be allowed 347 miles (263+84).
9. The active board shall be updated at each activation time by deleting engineers that have been called during the prior four hours and adding engineers being activated.
10. Trinidad engineers shall recover their respective equity at La Junta. The designated BLE representatives shall advise the appropriate BNSF officer of the number of turns to be allocated to Trinidad.
 - 10.1 If there are no bidders with applicable prior rights to an allocated pool turn or extra list slot, engineer's seniority dates will govern.

- 10.2 Pool assignments in this operation will initially be allocated on the basis of the percentage of the total pool turns in this territory under the prior method of operation, producing a ratio of:

Trinidad South BN	27.7
Amarillo BN	41.6
Amarillo SF	8.5
La Junta SF	22.2

Over the threshold of pool engineers that were in place in this operation when these negotiations commenced (39), the allocation will alternate in the following order: Amarillo BN, Trinidad South BN, La Junta SF, Amarillo SF and then repeat.

- 10.3 The allocation of assignments on the above percentage basis will be accomplished by giving preference to the assignment of engineers in the number order specified on the South Loop Order of Selection List, which is Attachment A to this agreement. Trinidad and La Junta allocations will be taken at the La Junta home terminal; Amarillo allocations will be taken at the Amarillo home terminal.
- 10.4 Unless all of the parties reach some other mutually acceptable arrangement, as nearly as possible the number of engineers in these pools and under these allocations will be adjusted so as to enable them to make between 4200 and 5200 miles per month, and the Local Chairmen and Superintendent or their representatives will cooperate to that end; company to furnish check of miles upon request of the local chairmen.
- 10.5 The involved local chairmen will apply the equity percentages set forth above to the train miles moving over these lines during the previous month. The involved local chairmen can then apply any mutually acceptable solution to recover any lost equity. If the local chairmen agree to have equity recovery positions bid, and there are then no proper bidders, the miles of equity recovery involved will be treated as waived. If the local chairmen fail to agree, the involved general chairmen will promptly meet to make all necessary adjustments, or to reach and agree to any other mutually acceptable arrangement. If the General Chairmen fail to agree, any involved party may invoke the arbitration procedures in Section 4 of Article IX of Arbitration Board No. 458, dated May 19, 1986 in order to reach a permanent mechanism for making equity adjustments.

11. As of 12:01 a.m. each Sunday, BLE Local Chairmen will be provided a status report of trips made by La Junta and Amarillo engineers during the preceding seven-day period (from the preceding Sunday at 12:01 a.m.).

- 11.1 BNSF will be obligated to obtain a trip equity reflecting 50% of the trips made by La Junta engineers and 50% of the trips made by Amarillo engineers, plus or minus 4 trips, at any point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day.
- 11.2 If, at any point during the 72-hour period from 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day, the trip equity balance is within four trips, no adjustment shall be made to balance the pool. A new balance cycle shall not begin until 12:01 a.m. on the 15th day, or 12:01 a.m. on the third Sunday.
- 11.2.1 When the trip equity balance is within four trips at any point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day of the cycle, the number of trips within the allowable parameter of four shall be carried over to the next balance cycle.
- 11.3 If a balance within four trips cannot be reached at any point during the 72-hour period from 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day of the cycle, BNSF shall be obligated to balance the trip equity (within four trips) to the home terminal pool with the lesser number of trips realized from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the 14th day. This to be accomplished by deadheading or working a sufficient number of engineers working the home terminal pool with the lesser number of trips (who are at either the home terminal or the away-from-home terminal) by 11:59 p.m. of the 14th day.
12. In connection with relieving engineers in this service tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:

Trains running from La Junta to Amarillo

From La Junta up to Boise City, the ID pool engineer (in this service) standing first out at La Junta will provide hours of service relief.

From Boise City to Amarillo, an engineer from the loop extra board at Amarillo may provide hours of service relief.

Trains running from Amarillo to Trinidad

From Amarillo up to Texline, the ID pool engineer (in this service) standing first out at Amarillo will provide hours of service relief.

From Texline to Trinidad, an engineer from the extra board at Trinidad may provide hours of service relief.

- 12.1 In connection with the establishment of the interdivisional freight pools created by this agreement, new loop extra lists will also be created to protect service and will be allocated as follows:

Amarillo: Between Amarillo and Trinidad, including dogcatching service between Amarillo and Texline and between Boise City and Amarillo. This board will be allocated BN, BN, SF, BN, BN, SF and repeat. It will be administered in accord with FWD rules.

La Junta: Between La Junta and Amarillo and including dogcatching service between Pueblo and La Junta. This board will be allocated La Junta, Trinidad, La Junta, Trinidad, La Junta and repeat. It will be administered in accord with ATSF rules.

Note: The existing La Junta extra board will continue to protect the service that it protected prior to this agreement, with the exception of the Boise City runthrough. Either extra board will not be used to supplement the other; when that does occur, the earnings for the service performed will be paid over and above the usual extra board guarantee.

13. Engineers in this service shall receive a \$1.50 meal allowance if on duty eight (8) hours or less, or a \$6.00 meal allowance if on duty in excess of eight (8) hours.
14. All miles run in excess of the miles encompassed in the basic day shall be paid for at the applicable interdivisional overmile rate. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
15. When an engineer 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, BNSF shall authorize and provide suitable transportation for the engineer. Suitable transportation includes BNSF owned or provided passenger carrying motor vehicles or taxi.
- 15.1 Crews transported from Trinidad to La Junta shall be paid the greater of the mileage (84 miles) at the basic through freight rate, or time consumed calculated from time relieved (train comes to rest at Trinidad), on a minute basis at the basic through freight rate, separate and apart from the service trip.
- 15.2 In the event a crew member requests transportation at the conclusion of the trip under 15.1 above, and time waiting for transportation from tie-up until arrival of said transportation exceeds 30 minutes, all time waiting from expiration of 30 minutes until arrival of said transportation or arrival of the last crew being transported in that van (whichever is later) shall be

paid to the engineer at the basic through freight rate in addition to all other earnings.

16. Engineers shall be allowed a meal allowance, at the rate provided under National Agreements, for four hours at the away from home terminal and another allowance after being held an additional eight hours and another after being held an additional sixteen hours.
17. Disciplinary hearings or investigations involving engineers in this interdivisional service will be held at their home terminal, except when the majority of the principals and principals' witnesses who are to attend live at other locations.
18. Engineers in this service may advance their vacations so as to coincide with layover days at the home terminal as well as mark-up during the final 24-hour period of vacation in order to avoid missing a round trip.
 - 18.1 Employees assigned to this service who are entitled to take personal leave days pursuant to the provisions of the 1996 BN Memorandum of Agreement will be allowed to compact and be paid for up to five (5) personal leave days commencing at the time the crew is ordered at the home terminal until the turn is next again due to be ordered at the home terminal. This provision does not otherwise change any part of either the 1996 BN or the 1996 ATSF Memorandums of Agreement.
19. Engineers (both pre and post-1986) in this service may be moved from one long pool train to another long pool train traveling in the same direction and paid an allowance of one (1) hour at the basic through freight rate for each occurrence. Engineers may not be moved to a train travelling in the opposite direction.
20. When an engineer in this service is tied up under the Hours of Service Law or required to give up a train, the engineer shall be promptly deadheaded to the destination terminal.
 - 20.1 When an interdivisional pool freight engineer is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, and the time waiting for transportation exceeds one hour from the time the engineer ran out of time under the Hours of Service Law, he or she will be paid, on a minute basis, for all time spent waiting for transportation to the distant terminal. The payment shall cease upon arrival of said transportation.

Example: An engineer is tied up under the law at 8:00AM. The van arrives at 9:30AM. The engineer will be paid 90 minutes.

Another engineer is tied up under the law at 8:00PM. The van arrives at 8:50PM. This engineer will not receive any additional compensation under this provision.

21. It is not intended that engineers in this service will be required to perform local freight work such as station, plant and industrial switching.
 - 21.1 If, however, such service is required, the engineers shall receive actual time consumed with a minimum of thirty minutes (30") at the pro rata rate, for each point at which such switching is performed, in addition to all other earnings for the day or trip.
 - 21.1.1 Other than setting out bad orders, spotting of cars at a particular location on a designated track, switching out cars from behind other cars, or making other than a straight set-out and/or pick-up, shall be considered station or industrial switching.
 - 21.2 When a crew in this service is required to stop at more than three (3) points en route for the purpose of making any change in the train content (other than setting out bad orders), the crew shall be allowed actual time aggregated with a minimum of thirty minutes (30") at the pro rata rate, in addition to all other compensation for the day or trip. "Change in train content" means when cars are added to or taken from the train.
 - 21.3 The provisions of the conversion rules are set aside when payment is made pursuant to this Section 21.
 - 21.4 Payments made pursuant to this Section 21 are duplicate time payments as contemplated by the 1986 Award of Arbitration Board No. 458.
22. Call and Release
 - 22.1 When an engineer assigned to this interdivisional service is called and released, after time of going on duty, but before road trip commences, the engineer will be paid a basic day or actual time whichever is greater, and stand first-out for service after securing not less than eight (8) hours rest under the Hours of Service Law, subject to call after six (6) hours.
 - 22.2 When an engineer is called and released before going on duty, he will be paid ½ of a basic day at the pro rata rate for the service called and maintain standing on the board.

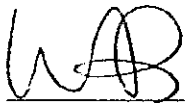
NOTE: If an engineer is called and released, held time will not be broken. However, there will be no duplicate time payment for held time and time on duty.

23. Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th the daily rate paid them for the last service performed. Should an employee be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service. Payment accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.
24. Every employee adversely affected either directly or indirectly as a result of the implementation of this Agreement shall receive the protection afforded by 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%; to provide for a period of payment equivalent to length of service not to exceed 6 years and for allowances in Sections 6 and 7 to be increased by subsequent general wage increases.
25. Except as specifically modified herein, all other agreements and understandings concerning work performed between La Junta – Amarillo and Amarillo - Trinidad remain in effect.

Signed at Ft. Worth, TX on _____, 2003 and effective
_____, 2003

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.:


FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:



General Director-Labor Relations

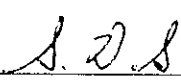


General Chairman



General Chairman

Approved:



Vice President

AGREED TO QUESTIONS AND ANSWERS:

- Q. If the balance between pools were to be "4" at 11:00 p.m. on the eleventh day of the balancing cycle and did not reach "4" at any point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day, while ending up 8 one-way trips out of balance at 11:59 p.m. on the 14th day, what is the obligation of the Carrier?
- A. The Carrier would be obligated to balance the trips in favor of the pool with the lesser number of trips in the amount of 4 one-way trips (8 one-way trips out of balance - 4 one-way trip limit = 4 one-way trips). The new balance cycle will start with 4 one-way trips in favor of the pool with the greater number of trips.
- Q. When the Carrier is obligated to make the trip balance as contemplated by the above Question and Answer, how shall it be accomplished?
- A. The Carrier will call from the pool with the lesser number of one-way trips the required number of engineers from the home terminal and/or away-from-home terminal to deadhead by 11:59 p.m. of the 14th day.
- Q. What is the penalty if the Carrier fails to deadhead the number of engineers required as described above?
- A. The required number of engineers that should have been called to deadhead by 11:59 p.m. of the 14th day will, when going on duty after 11:59 p.m. of the 14th day, be allowed a one-way working trip in addition to all other earnings on the trip.
- Q. If the balance of trips between the pools were to be 10 out of balance on the 7th day of the balancing cycle, yet a 4 balance was reached at 9:00 p.m. on the 12th day, while ending up 8 trips out of balance at 11:59 p.m. on the 14th day, what is the obligation of the Carrier?
- A. The Carrier would not be obligated to make any adjustments since a "4" balance was reached between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day.
- Q. If at 11:59 p.m. on the 14th day the balance was off by 7 one-way trips between the pools, yet 3 engineers were en route, what is the obligation of the Carrier?
- A. Carrier would not be obligated to make any adjustments, since the 3 engineers en route as of 11:59 p.m. on the 14th day will be counted as having completed their trips for purposes of trip balance, i.e., within 4 one-way trips.
- Q. Will engineers who are on duty but have not departed as of 11:59 p.m. on the 14th day be counted in the trip balance?

- A. Yes.
- Q. How will engineers overtaken by the Hours of Service Law be treated with respect to trip balance?
- A. Engineers in this service overtaken by the Hours of Service Law will be credited with the entire one-way trip for balancing purposes. Likewise, a engineer in this service properly utilized to perform Hours of Service relief will be credited with an entire one-way trip for balancing purposes.
- Q. What if there is an involuntary service interruption affecting this pool between 12:01 a.m. on the 8th day and 11:59 p.m. of the 14th day of the balancing cycle?
- A. The Carrier will attempt to balance the trips at some point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day. However, if conditions were such that a trip balance of "4" cannot be obtained between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day as a result of the service interruption, the Carrier will not be responsible for balancing trips between the pools for that particular cycle; however, the imbalance will be carried over to the next balancing cycle.
- Q. If a trip balance of "4" is obtained on the 12th or 13th day of the cycle, when does a new cycle begin?
- A. Regardless of when a "4" balance is reached between 12:01 a.m. on the 12th day or 11:59 p.m. on the 14th day, a new balance cycle begins at 12:01 a.m. on the 15th day, or every third Sunday at 12:01 a.m.
- Q. Will any trips incurred as a result of work/wreck trains be utilized for trip balancing purposes?
- A. No, only trips incurred in ID freight service will be included in trip balance.

Percentage for turns 1-39		Percentage for turns 1-39	
Trin S BN	27.700	Trin S BN	27.700
Amarillo BN	41.600	Amarillo BN	41.600
Amarillo SF	8.500	Amarillo SF	8.500
La Junta SF	22.200	La Junta SF	22.200
	0.000		0.000
	0.000		0.000
	100.000		100.000

Turns 40 and up: Amarillo BN, Trinidad South BN, La Junta SF, Amarillo SF and then repeat

16-Jun 2003
South Coal Loop Order of Selection List for BLE

Entitled	Trin S BN	Amarillo BN	Amarillo SF	La Junta SF
Percentage	27.7	41.6	8.5	22.2
				0.0
				0.0

NEW

ROSTER	Trin S BN				Amarillo BN				Amarillo SF				La Junta SF				ROSTER			
	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D				
1 Amarillo BN	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27.7	41.6	8.5	22.2
2 Trin S BN	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	55.4	-16.8	17	44.4
3 La Junta SF	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	-16.9	24.8	25.5	66.6
4 Amarillo BN	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	10.8	66.4	34	-11.2
5 Amarillo SF	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	38.5	8	42.5	11
6 Trin S BN	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	66.2	49.6	-49	33.2
7 Amarillo BN	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	-6.1	91.2	-40.5	55.4
8 La Junta SF	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	21.6	32.8	-32	77.6
9 Amarillo BN	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	49.3	74.4	-23.5	-0.2
10 Trin S BN	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	77	16	-15	22
11 Amarillo BN	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	4.7	57.6	-6.5	44.2
12 La Junta SF	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	32.4	-0.8	2	66.4
13 Trin S BN	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60.1	40.8	10.5	-11.4
14 Amarillo BN	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	-12.2	82.4	19	10.8

50 La Junta SF	14	19	5	12	0	0
51 Amarillo SF	14	19	6	12	0	0
52 Amarillo BN	14	20	6	12	0	0
53 Trin S BN	15	20	6	12	0	0
54 La Junta SF	15	20	6	13	0	0
55 Amarillo SF	15	20	7	13	0	0
56 Amarillo BN	15	21	7	13	0	0
57 Trin S BN	16	21	7	13	0	0
58 La Junta SF	16	21	7	14	0	0
59 Amarillo SF	16	21	8	14	0	0
60 Amarillo BN	16	22	8	14	0	0
61 Trin S BN	17	22	8	14	0	0
62 La Junta SF	17	22	8	15	0	0
63 Amarillo SF	17	22	9	15	0	0
64 Amarillo BN	17	23	9	15	0	0
65 Trin S BN	18	23	9	15	0	0
66 La Junta SF	18	23	9	16	0	0
67 Amarillo SF	18	23	10	16	0	0
68 Amarillo BN	18	24	10	16	0	0
69 Trin S BN	19	24	10	16	0	0
70 La Junta SF	19	24	10	17	0	0
71 Amarillo SF	19	24	11	17	0	0
72 Amarillo BN	19	25	11	17	0	0
73 Trin S BN	20	25	11	17	0	0
74 La Junta SF	20	25	11	18	0	0
75 Amarillo SF	20	25	12	18	0	0
76 Amarillo BN	20	26	12	18	0	0
77 Trin S BN	21	26	12	18	0	0
78 La Junta SF	21	26	12	19	0	0
79 Amarillo SF	21	26	13	19	0	0
80 Amarillo BN	21	27	13	19	0	0

BNSF



WENDELL BELL
General Director
Labor Relations

The Burlington Northern
and Santa Fe Railway Company

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June 16, 2003

Mr. Austin Morrison, GC
Bhd. of Locomotive Engineers

Mr. Pat Williams, GC
Bhd. of Locomotive Engineers

Gentlemen:

This letter will confirm an understanding reached in connection with the Memorandums of Agreement covering interdivisional service between Denver - La Junta and Trinidad - Denver and between La Junta - Amarillo and Amarillo - Trinidad.

We have agreed that employees would be given a two-hour call for this service.

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

Accepted:

General Chairman - BLE

General Chairman - BLE

Cc: Mr. Steve Speagle, VP, BLE

BNSF



WENDELL BELL
General Director
Labor Relations

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and Santa Fe Railway Company

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June 16, 2003

Mr. Austin Morrison, GC
Bhd. of Locomotive Engineers

Mr. Pat Williams, GC
Bhd. of Locomotive Engineers

Gentlemen:

This letter will confirm an understanding reached in connection with the moving benefits that will be applicable to the Memorandums of Agreement covering interdivisional service between Denver – La Junta and Trinidad – Denver and between La Junta – Amarillo – Trinidad .

Moving benefits applicable to employees who relocate from Pueblo or Trinidad in connection with the establishment of this service will be as follows:

1. The benefits provided in Section 7 of Article IX of the Award of Arbitration Board No. 458.
2. In lieu of those benefits, a \$20,000 lump sum payment upon proof of a change in residence, meaning a *bona fide* real estate transaction, either a purchase or a sale.
3. As an alternative, the company will grant an employee, otherwise eligible for moving benefits, a commuting allowance. Any Trinidad-based engineer taking pool turns or extra list slots at La Junta will receive, during the first three years of this operation, a commuting allowance of \$72.91 per trip. These commuting allowance payments have nothing whatsoever to do with any kind of guarantee and will never be used for offset purposes. If an engineer elects to move after receiving a commuting allowance, the amount of the commuting allowance received by the engineer will be used to offset any monies that would be paid by the carrier under paragraphs 1 or 2 above.

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

Accepted:

blsc1pvcs12/6.17.03

BNSF



WENDELL BELL
General Director
Labor Relations

The Burlington Northern
and Santa Fe Railway Company

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June 16, 2003

Mr. Austin Morrison, GC
Bhd. of Locomotive Engineers

Mr. Pat Williams, GC
Bhd. of Locomotive Engineers

Gentlemen:

This letter will confirm an understanding reached about vacation and personal leave day allocations in connection with the Memorandums of Agreement covering interdivisional service between Denver - La Junta and Trinidad - Denver and between La Junta - Amarillo and Amarillo - Trinidad.

In our discussions of this matter, I assured you that no employee in this service would lose his or her entitlement to a paid vacation or personal leave days as a result of being in this service. For La Junta, we agreed that the vacation system applicable to a particular person in this service would be determined by the seniority roster of the affected person. For Amarillo, we agreed that the vacation system applicable to a particular person in this service would be determined first, by the roster of the person in this service, or, if none, by the work location of that person on the prior December 1. In other words, a prior rights Trinidad employee, working at La Junta, would remain in the Trinidad vacation allocation. A post-merger employee working on a FWD-allocated turn at Amarillo would be in the FWD vacation allocation.

The personal leave day system applicable to a particular person in this service would be determined by former road affiliation.

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

Accepted:

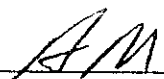


General Chairman - BLE




bisclpvcsi3/6.17.03

WB



General Chairman - BLE



General Chairman - BLE

Cc: Mr. Steve Speagle, VP, BLE

General Chairman - BLE

Cc: Mr. Steve Speagle, VP, BLE

blscipvcs13/6.17.03

BNSF



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June 16, 2003

Mr. Austin Morrison, GC
Bhd. of Locomotive Engineers

Mr. Pat Williams, GC
Bhd. of Locomotive Engineers

Gentlemen:

This letter will confirm an understanding reached about the application of Section 21.4 of the Memorandums of Agreement covering interdivisional service between Denver - La Junta and Trinidad - Denver and between La Junta - Amarillo and Amarillo - Trinidad.

Since we have reached this agreement with unusual alacrity, and in the spirit of cooperation with which these negotiations were conducted, in this particular instance Section 21.4 will be reversed, so that it will read and be applied as follows: "Payments made pursuant to this Section 21 are not duplicate time payments as contemplated by the 1986 Award of Arbitration Board No. 458."

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

A handwritten signature in dark ink, appearing to be "WB", written over a horizontal line.

Accepted:

A handwritten signature in dark ink, appearing to be "AM", written over a horizontal line.
General Chairman - BLEA handwritten signature in dark ink, appearing to be "PW", written over a horizontal line.
General Chairman - BLE

Cc: Mr. Steve Speagle, VP, BLE

BNSF



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General Director
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June 16, 2003

Mr. Austin Morrison, GC
Bhd. of Locomotive Engineers

Mr. Pat Williams, GC
Bhd. of Locomotive Engineers

Gentlemen:

This letter will confirm an understanding reached about the application of Section 12 of the Memorandum of Agreement covering interdivisional service between La Junta - Amarillo and Amarillo - Trinidad.

In this section, new loop extra boards were created at La Junta and Amarillo, while the existing combination road extra board at each of those points will remain.

You have expressed concerns that the new board will be used not just to supplement the existing board when it is exhausted but even to supplant it. I assured you that this would not be done. If you have concerns about compliance with this understanding, the parties will promptly meet to discuss the situation and, if necessary, agree to additional constraints on and/or penalties for such supplementation.

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

Handwritten signature of Wendell Bell in black ink.

Accepted:

Handwritten signature "AM" in black ink above a horizontal line.
General Chairman - BLEHandwritten signature "AM" in black ink above a horizontal line.
General Chairman - BLE

Cc: Mr. Steve Speagle, VP, BLE

BNSF



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June 16, 2003

Mr. Austin Morrison, GC
Bhd. of Locomotive Engineers

Mr. Pat Williams, GC
Bhd. of Locomotive Engineers

Gentlemen:

During our discussions about the interdivisional service runs between Denver – La Junta, Trinidad – Denver and La Junta – Amarillo, Amarillo – Trinidad, you have expressed a concern about the lack of open, available eating facilities at the away-from-home terminals of La Junta and Trinidad.

We are aware of your concern, and have been working with LJK, our lodging contractor, to rectify this situation. This issue will be addressed, and there will be such a facility at each of those locations prior to implementation.

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

Accepted:

General Chairman – BLE

General Chairman – BLE

Cc: Mr. Steve Speagle, VP, BLE

BNSF



WENDELL BELL
General Director
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June 18, 2003

Mr. Austin Morrison, GC
Bhd. of Locomotive Engineers

Dear Mr. Morrison:

This letter will confirm an understanding reached in connection with the Memorandums of Agreement covering interdivisional service between Denver - La Junta and Trinidad - Denver and between La Junta - Amarillo and Amarillo - Trinidad.

For people working under the C&S and FWD schedules in this service, if a second deadhead in a calendar month is not necessitated by an emergency (as defined in Section 1.1) or activation-related (as provided in Sections 8.1.2 or 8.2), for each engineer holding seniority in engine or train service prior to November 1, 1985, 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).

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

A handwritten signature in dark ink, appearing to be "WB" or "W.B.", written in a cursive style.

Accepted:

A handwritten signature in dark ink, appearing to be "AM", written in a cursive style.

General Chairman - BLE

BNSF



WENDELL BELL
*General Director
Labor Relations*

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and Santa Fe Railway Company

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Fax 817.352.7482
E-mail wendellbell@bnsf.com

June 16, 2003

Mr. Austin Morrison, GC
Bhd. of Locomotive Engineers

Dear Mr. Morrison:

This letter will confirm an understanding reached in connection with the Memorandums of Agreement covering interdivisional service between Denver - La Junta and Trinidad - Denver and between La Junta - Amarillo and Amarillo - Trinidad.

For people working under the C&S and FWD schedules in this service, the references to engineers will also cover firemen.

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

A handwritten signature in dark ink, appearing to be "WAB", written over a horizontal line.

Accepted:

A handwritten signature in dark ink, appearing to be "AM", written over a horizontal line.

General Chairman - BLE

Cc: Mr. Steve Speagle, VP, BLE

Cc: Mr. Steve Speagle, VP, BLE

South Loop – Questions and Agreed-to Answers

1. Q. Is the commuting allowance to be used for offset purposes: either for the extra board guarantee, yard guarantee or used to offset any protective monies provided for in the Award of Arbitration Board No. 458?

1. A. The commuting allowance payments will not be incorporated as earnings for any offset purposes, board guarantees or protective allowances.

2. Q. Does the agreement in any manner modify any of the Crew Consist Agreement provisions such as Code IM?

2. A. The agreement does not change the Crew Consist Agreement(s). No agreements are modified unless specifically changed by this agreement. See Section 24 of this agreement.

3. Q. When an engineer is activated at the home terminal, when is the engineer subject to receiving a call for service?

3. A. At the expiration of four (4) hours, with an on-duty time no earlier than six (6) hours after being activated.

4. Q. Can an engineer lay off an activated turn?

4. A. Yes, in case of an emergency.

5. Q. Can an engineer lay off account illness after being activated and called for service?

5. A. Yes.

6. Q. Can an engineer mark up on an activated turn?

6. A. On turns allocated to C&S and FWD, yes, unless an extra man has been called. On turns allocated to Santa Fe, no.

7. Q. Can an engineer bump onto an activated turn?

7. A. On turns allocated to C&S and FWD, yes, unless the turn has been called for duty. On turns allocated to Santa Fe, no.

8. Q. If an engineer has been activated at the home terminal for less than four hours and misses a call during that period, will he/she be paid for loss of earnings?

8. A. Yes.

9. Q. If an engineer has been activated at the home terminal for less than four hours and misses a call during that period, will he/she be subject to discipline or censured in any manner?

9. A. No.

10. Q. If an engineer has been activated at the home terminal for less than four hours, can he/she refuse a call during that period?

10. A. Yes, and will not be subject to discipline or be censured in any manner, and will be paid for loss of earnings.

11. A. When an engineer is activated at the away from home terminal, when is he/she subject to receive a call for service?

11. Q. Immediately, if needed.

12. Q. Section 15.1 provides for 84 miles at the basic through freight rate or time consumed calculated from the time relieved at Trinidad on a minute basis at the basic through freight rate, separate and apart from the service. Are these 84 miles to be used in the calculation for pool regulation under Section 10.4 (between 4200 and 5200 miles per month)?

12. A. Yes.

13. Q. On the south loop, is it understood that for Held Away From Home Terminal purposes and calculation that the actual time for starting the HAFHT measurement period (clock) will begin at the time relieved (train comes to rest) at Trinidad?

13. A. Yes.

14. Q. Will the La Junta-based engineers provide HOSL relief for trains running southward from La Junta up to but not including Boise City?

14. A. The ID pool engineer (in this service) standing first-out at La Junta will provide hours of service relief.

15. Q. Will the La Junta-based engineers provide HOSL relief for trains running from La Junta to Amarillo?

15. A. From Boise City to Amarillo, the ID pool engineer (in this service) standing first-out at La Junta or the first-out loop extra board engineer at Amarillo may provide hours of service relief up to Boise City.

16. Q. Is there a new loop extra board created by this agreement at Amarillo?

16. A. Yes. The new loop extra board at Amarillo will protect this pool service originating at Amarillo and may protect dogcatching service between Boise City (north limits are MP 122.6) and Amarillo.

17. Q. Will the Amarillo-based engineers provide HOSL relief for trains running northward from Amarillo up to but not including Texline?

17. A. The ID pool engineer (in this service) standing first-out at Amarillo will provide hours of service relief.

18. Q. Will the Amarillo-based engineers provide HOSL relief for trains running from Amarillo to Trinidad?

18. A. From Texline to Trinidad, the ID pool engineer (in this service) standing first-out at Amarillo or the first-out loop extra board crew at Trinidad may provide hours of service relief up to Texline (south limits are MP 452.9).

19. Q. The new La Junta loop extra board and the existing La Junta extra board are not to supplement each other. If/when an engineer is called from one board to protect the service of the opposing board, is this employee required to take the call?

19. A. Yes, if contacted and qualified (or accompanied by a pilot) and possessing seniority on the territory.

20. Q. With reference to question 19, if this same engineer misses the call, will he/she be subject to discipline or guarantee reduction?

20. A. No. Employees shall not be disciplined, nor will the employee's guarantee be reduced should the employee miss a call for an assignment that is protected by the other extra board.

21. Q. The new Amarillo loop extra board and the existing Amarillo extra board are not to supplement each other. If/when an engineer is called from one board to protect the service of the opposing board, is this engineer required to take the call?

21. A. Existing BN and Santa Fe road extra boards at Amarillo cannot supplement each other. If an engineer off one of those boards is called to supplement the loop extra board, the engineer is required to take the call if contacted and qualified on the territory (or accompanied by a pilot).

22. Q. With reference to question 21, if this same engineer misses the call, will he/she be subject to discipline or guarantee reduction?

22. A. No. Employees shall not be disciplined, nor will the employee's guarantee be reduced should the employee miss a call for an assignment that is protected by the other extra board.

23. Q. Whose schedule rules will be controlling on the new loop extra board at Amarillo?

23. A. Engineers working on this extra board will be under the schedule applicable to the designated equity slot. An engineer working any/all ATSF equity slot(s) would be paid as provided by the ATSF agreement(s); however, the board itself will be regulated and manned based on FWD rules.

24. Q. Section 13 references "engineers in this service." Does this mean engineers either working or deadheading?

24. A. Yes.

25. Q. Section 14 references "shall be paid for at the applicable interdivisional overmile rate." What does this mean for the employees of the former ATSF and/or for these same employees working in either the north or south loop?

25. A. Under the ATSF schedule, this means that the appropriate rate will be and is the conductor-only overmile rate of pay.

26. Q. Can away-from-home-terminal engineers en route be placed to the active board prior to their arrival time at the away-from-home terminal?

26. A. Yes.

27. Q. What is the penalty payment if activations are published outside the plus or minus 30 minutes of activation times as stated in Section 5?

27. A. The penalty payment is one basic day.

28. Q. When a cut-in turn is placed on the active board, is an extra board engineer placed on the cut-in turn at the activation time?

28. A. No. The extra board engineer is placed on the cut-in turn when it is called for service.

29. Q. What is the correct payment as provided by Section 8.1.1 in the south loop?

29. A. 607 miles at the working rate of pay.

30. Q. Does "Engineers may not be moved to a train travelling in the opposite direction" apply to both pre- and post-86 engineers?

30. A. Yes

31. Q. If an engineer is relieved en route short of Trinidad and transportation is provided to La Junta, is the engineer entitled to the 84 miles as provided for in Section 15.1?

31. A. Yes.

32. Q. Is re-blocking or re-arranging the train considered to be switching?

32. A. Yes, except when it is necessary to reposition a car which requires particular placement because of Bureau of Explosives, DOT, STB or other government regulation.

33. Q. If an engineer in this service qualifies for payment of a Conductor-only violation, is the Conductor-only penalty payment in addition to the payments as provided for in Section 21.4?

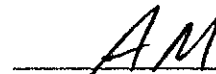
33. A. Yes.

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.:



General Director-Labor Relations

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:



General Chairman



General Chairman

Approved:



Vice President