

AGREEMENT

Between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

And

UNITED TRANSPORTATION UNION (C&T)

Pursuant to the Carrier's notice dated June 27, 1996, the parties agree that intraseniority district service may be established between Lincoln, Nebraska and Superior, Nebraska (via the following 4 routes - Lincoln-Hastings via Lester Jct to Superior, Lincoln-Aurora via Lester Jct to Superior, Lincoln-Crete via Wymore to Superior, Lincoln-Table Rock via Wymore, and McCook-Hastings via Lester to Superior, McCook-Oxford Jct./ Lester Jct. to Superior. The following rules will apply to this service:

Section 1.

A pool will be established and maintained at Lincoln, Nebraska to handle all traffic within the Lincoln to Superior Corridor. A pool will be established and maintained at McCook to handle all traffic within the McCook to Superior Corridor. These pools will protect all unassigned freight service, in both directions, within this territory. The operation of this pool will be as follows:

(a) Except as otherwise provided for in this agreement, crews will be called first - in, first - out at the home terminal, to work to Superior, provided that the first-out crew has full rest under the Hours of Service Act. If the first-out crew does not have full rest, the next

following crew that is fully rested will be used. Should there be no crew in the pool who is fully rested, then an extra crew may be called to operate for one round trip. Should there not be sufficient work in either corridor to maintain regular pool service, the appropriate extra list will protect the service until such time that regular pools can be maintained.

(b) Subject to the exceptions contained in this agreement, employees will be called first/in - first/out for duty, (subject to being fully rested) as provided in Schedule Rule 20. Employees runaround on call or in the terminal will be allowed two hours. Employees entitled to such payment will be entitled to restoration of turn under provisions of paragraph (d) of this section. It is understood that the Carrier may, without penalty, remove a crew from the train called, and place them on another train or deadhead them to the opposite terminal.

(c) When employees in this pool qualify for any payment under Schedule Rule 64 (a), (b), or (c) captioned "called and not used", "called, performs service and not wanted" and "call canceled", respectively, the crew will continued to stand first out, instead of last out. When the crew has performed some service or has been called, reported for duty and released under that rule and is returned to the first-out position, and compensated in accordance with Rule 64, it is understood this crew will not be called for service again until rested (except to deadhead to the home terminal). It is recognized that other crew(s) may be called around them without penalty while resting.

Notes: (1) the provisions of this paragraph do not apply to individual extra employees when the call and release occurs at the r extra board terminal. Such extra employees will be handled (and paid) in accordance with applicable schedule agreement rules.

(2) It is understood that when a crew has been called and released in a manner that did not interrupt "rest" under the Hours of Service Act, then the crew retains their same position and are already rested (i. e., they do not need an additional eight hours rest before being subject to call).

(d) A pool crew whose rotation is affected by the provisions herein shall be restored to proper turn (i. e., original rotation) at the next terminal if possible. Crews arriving at either terminal will be marked up at the bottom of the list, except when entitled to "restoration of turn" or when they bypassed some other crew, who is entitled to restoration of turn under the provisions of this section. This provision will only apply to crews operating to the same away from home terminal.

(e) When a crew is deadheaded out of one terminal via a mode other than a freight train, any question about being bypassed by a working long pool crew, or vice versa, shall be determined on the basis of their proper order at the initial terminal.

Section 2.

When two pool crews are to be called for the same train (one to work and one to deadhead), the first out conductor deadheading will stand first for further service (Rule 67).

Section 3.

The total number of crews in this pool will be regulated on the basis of assigning a sufficient number of employees, so as to provide mileage within the range of 3900 to 4350 paid trip miles.

NOTE: Any build-up crews used, their miles will not be used in equalization or regulation of this pool.

Section 4.

Except in case of emergency (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains), crews assigned to work in this service will not be used for short service between the two established terminals. Short turnaround service, short trips to intermediate points, and work train or wrecker service will be provided by the extra list which would usually provide the service, when available, subject to the Carrier's continued right, under the provisions of National Agreements or Awards, to use yard crews to perform such work.

Section 5.

(a) All necessary relief work as a result of the Hours of Service Law between McCook (via Lester Jct) and Superior, between McCook and Hastings, will be manned by the McCook extra list. All other necessary relief work as a result of the Hours of Service Law between Lincoln and Superior will be manned by the Lincoln extra board, or by these long pool crews called from either terminal, with the understanding they will work through to Superior, subject to the Carrier's continued right, under the provisions of National Agreements or Awards, to use yard crews or other road crews to perform this work.

(b) Nothing contained in this agreement is intended to prohibit these pool crews from being used on trains that traverse only a part of the specified pool territory, provided crews are then transported forward to the opposite terminal, or paid as though they had been. Likewise, nothing in this agreement is intended to prohibit, these pool crews and other crews, from combining trains or exchanging trains in this intraseniority district service, with other trains that are destined for the same terminal. Crews working in this service will not be used to perform service on trains that are operated by crews in the Lincoln to Ravenna Pool.

(c) Long pool crews called in this service will not be tied up between designated terminals of their runs or turned back to the initial terminal, except when their movement is prevented (i. e., derailment, wrecks, washouts, floods or fires) or when the route to destination is obstructed due to wrecks or washouts. Crews returned to their initial terminal for these reasons, shall be paid continuous miles for the trip, (but not less than the one-way mileage, via the called route) or hours if greater, and the crew shall be restored to first-out position (available after rested).

Section 6.

(a) Employees working in this pool service will have a fixed point for going on and off duty. The point for going on duty will be the same point for going off duty. This fixed

point may be changed by the Carrier by giving ten days written notice to the UTU Local Chairman.

(b) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

Note: Suitable transportation includes carrier-owned or provided passenger-carrying motor vehicle or taxi.

Section 7.

(a) Employees working in this service shall be paid at the rate applicable for the mileage encompassed in a basic day, as outlined in Article I of Arbitration Board No. 559, dated May 8, 1996. All miles run in excess of the miles encompassed in a basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985, by the number of miles encompassed in a basic day on that date as amended by Article I, Section 8 of Arbitration Board No. 559.

(b) This pool will initially be protected by the extra board at each terminal until traffic is sufficient to support a pool. (See Implementing Agreement 11) For a period of two years after this service is established, and if it maintains four turns or less, the mileage paid in this intra-seniority district service will be a flat mileage rate according to the following tabulation:

| | |
|-------------------------------------|-----------|
| McCook to Superior (via any route) | 193 miles |
| Lincoln to Superior (via any route) | 196 miles |

Note: Any terminal miles, provided by agreement at Lincoln, will also apply.

(c) At the expiration of two years, or at the time the addition of the fifth turn, which ever occurs first, the mileage will revert to actual miles of run. In addition, while the pool consists of 4 turns or less, employees in this service shall earn a payroll period guarantee, as provided in Article III, of the November 1, 1993 Memorandum of Agreement. This guarantee

will be prorated or reduced on the basis of 1/13, 1/14, 1/15, 1/16 (depending on the number of days in payroll period) for each day an employee lays off or is otherwise unavailable for service.

(d) Employees with a seniority date prior to October 31, 1985 will be compensated for deadheading by allowing actual miles of run. Employees assigned to this pool who establish seniority after October 31, 1985, will be compensated by allowance of one-half the basic mileage deadheaded, or actual time, whichever is greater.

Section 8.

Employees who are performing this service will be allowed a \$ 6.00 meal allowance after four hours at the away-from-home terminal and another \$ 6.00 allowance after being held an additional eight hours. Employees in this intraseniority district service will also be entitled to the third away-from-home meal allowance provided for in the Letter of Understanding dated February 15, 1978 (BN 2/15/78-E).

Section 9.

Employees working, or deadheading by freight train, in this service who are not permitted to stop to eat will be allowed \$ 6.00 per trip or tour of duty. However, if an employee requests to be permitted to leave the train in order to eat enroute, and is granted permission to do so, the employee will not be entitled to the \$ 6.00 allowance.

Section 10.

Employee at the away-from-home terminal will be provided lodging as defined in BN Labor Agreement 7/18/80. When lodging is more than 3/4 of a mile from the off duty point, the Carrier will provide transportation in both directions.

Section 11.

(a) Employees assigned in this pool service will be permitted to lay off and report only at their home terminal, except they may lay off (but cannot report) at the away-from-home terminal in cases of sickness or other personal emergency.

(b) If a pool conductor lays off account of sickness or other personal emergency at the away-from-home terminal, and there is a demoted conductor on the turn, the demoted conductor will be used. If there is no demoted conductor on the turn, a demoted conductor on another turn may be used. A demoted conductor from opposite terminal will not be used on a train going to the other terminal under this provision. If none, an extra employee from the appropriate terminal will be called and used back to the home terminal.

Section 12.

(a) Discipline hearing or investigations involving an employee in this service will be held at the employee's home terminal, except when the majority of the principals who are to be called live elsewhere. If the investigation is held at a location other than the employee's home terminal, the employee will be paid for travel time and the time consumed by the investigation on a minute basis at the prorata rate of pay which he received for the last previous service performed unless it is established in the investigation that the employee was guilty of a rule violation which results in suspension or discharge.

(b) Should an employee lose a full round trip as a result of attending an investigation and the employee is not suspended or discharged for a rule violation the employee will also be compensated the equivalent of the earnings of the employee who worked the turn. Should an employee be tied up at the location where the investigation is held the provisions of Article II (Expenses Away-from-home) of the June 25, 1964 Agreement, as amended, will apply. Transportation to and from investigation, held at other than the home terminal will be provided by the Carrier.

Section 13.

Employees will be furnished lockers and adequate washroom facilities at the away-from-home terminal in the immediate vicinity of the on/off duty point (or transportation to

and from the facility will be provided, if not in the immediate vicinity). Minimum size of the lockers will be 21" x 18" x 72".

Section 14.

Employees who are required to deadhead over the expanded district under the provisions of this agreement, will be provided with reasonable comfort while so deadheading. Whenever an employee is required to deadhead on a freight train, comfortable seating for both the working crew of the train and the employee being deadheaded will be provided. If a caboose of the type now in service is used, no more than one crew will be deadheaded on the working caboose subject to available seating and safety requirements.

Section 15.

For the same two year period, provided in Section 7 (c) of this agreement, crews in this service tied up at the away-from-home terminal at Superior, will be allowed continuous time after the expiration of sixteen hours off duty at Superior, until they are called for duty to return to their home terminal. After this period Rule 32 will apply.

Section 16.

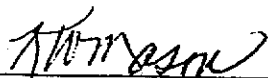
Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of agreements or schedule rules, or the Merger Protection Agreements as implemented between the Carrier and the United Transportation Union.

This agreement shall be effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas this 30th day of October, 1997.

For:

UNITED TRANSPORTATION UNION



General Chairman

For:

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY



Asst. Vice President, Labor Relations

BN _____

CT - Hastings Road Switcher

LETTER OF UNDERSTANDING

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY

and the

UNITED TRANSPORTATION UNION

Pursuant to the Carrier's notice dated June 27, 1996, the parties agree that a Hastings Road Switcher assignment may be established to operate strictly within the limits between Hastings, through Red Cloud or Lester Jct, to Superior and return. This assignment will work under the terms and conditions set forth in Arbitration Award 484, BN 4/4/89 - OPS 2-89.

This understanding shall become effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed this 30th day of December, 1997.

For:

United Transportation Union



General Chairman, UTU

The Burlington Northern and
Santa Fe Railway



Asst. Vice President, Labor Relations

SIDE LETTER NO. 1

K. W. Mason, General Chairman
United Transportation Union
8250 West 80th Avenue
The Meadows Centre, Units 7 & 8
Arvada, Colorado 80005

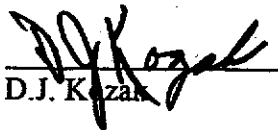
Dear Sir,

This letter refers to the agreement dated 10 - 30, 1997, which provides for operation of interseniority district service between Lincoln and Superior, and McCook and Superior, Nebraska. During the negotiations of this agreement it was agreed by both parties that all equity built up between McCook and Wymore Seniority Districts (from the McCook to Superior ID through freight pool, the McCook to Superior local ID freight service, and the Hastings to Superior ID roadswitcher assignment) would be run off on the Hastings to Superior ID roadswitcher assignment.

It was also agreed that during the time period when the Wymore division is running off their miles, should the Carrier have locomotive power that is being dedicated to the Hastings to Superior ID roadswitcher, the Hastings to Superior ID roadswitcher assignment will be headquartered in Superior, Nebraska rather than Hastings, Nebraska.

Sincerely,

Accepted:


D.J. Kozak


UTU General Chairman

AGREEMENT

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

and the

UNITED TRANSPORTATION UNION

Pursuant to the Carrier's notice dated June 27, 1996, the parties agree that assigned local freight service may be established between McCook and Superior, Nebraska. The following terms will apply:

Section 1.

Assignment(s) may be established headquartered at McCook to perform local and industrial switching between McCook and Superior as directed by the Carrier. The actual operation will be as follows:

- (a) Assignments will be bulletined, as prescribed by agreement, and will be post for bidding by trainmen in the Nebraska Seniority District.
- (b) The bulletin will describe the nature of the service, specify train number and destination, days of the week to be operated, time on duty, and mileage of the run.
- (c) These runs will be subject to UTU - CB&Q Rule 75, as revised on pages 85-87 of the Agreement.

Section 2.

Except as otherwise provided in Rule 75, and by this agreement, assigned crews will run on the train scheduled, and on the days specified by the bulletin, provided they have full rest under the Hours of Service Law. Should there be no assigned crews available, trainmen from the McCook Extra List may be called to operate a round trip under the terms of this agreement. Any temporary vacancies will be filled from the McCook Extra List.

Section 3.

Employees working in this service will have fixed point for going on and off duty. The point for going on duty will be the same point for going off duty at each terminal. The fixed point may be changed by the Carrier by giving ten days notice to the UTU Local Chairman.

Section 4.

Nothing contained in this agreement is intended to prohibit these crews from being used on trains that traverse only part of the specified territory, provided the crews are then transported forward to the opposite terminal if bulletined to do so, or paid as though they had been. Crews may be bulletined to run to a turn-around point, within this territory on any day, as long as this turn-around trip is provided for in the bulletin. Likewise, nothing in this agreement is intended to prohibit these crews, from combining or exchanging trains, with other crews working in this territory.

Section 5.

All necessary relief work as a result of the Hours Of Service Law will be manned by extra employees called from the McCook Extra List, subject to the Carrier's continued right, under provisions of National Agreements or Awards, to use other crews to perform this work.

Section 6.

Employees working in this service shall be paid at the rate applicable for the mileage of the run, as bulletined at local freight rates. The mileage of this run is 143 miles. Bulletin may specify any combination of straight-away or turn-around service on any day assigned to work. Employees deadheading in this service will be compensated as provided in Article VI of the October 31, 1985 UTU National Agreement.

Section 7.

Employees working in this service who are not permitted to stop to eat a meal will be allowed \$ 6.00 per trip or tour of duty. However if granted permission to eat the crew will not be entitled to the \$ 6.00 allowance.

Section 8.

Except as specifically provided herein, nothing herein shall be construed as modifying, amending or superseding any of the agreements or Schedule rules or the Merger Protective Agreements as implemented between the Carrier and the United Transportation Union

This agreement shall become effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act as amended.


Signed at Fort Worth on this 30th day of October, 1997.

UNITED TRANSPORTATION UNION

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY



General Chairman UTU



Asst. Vice President Labor Relations

BNSF



D. L. MAZE
Division Superintendent

Burlington Northern Santa Fe

201 North 7th Street

Lincoln, Nebraska 68508
402-458-7500

September 12, 1997

K. W. Mason
General Chairman - United Transportation Union
8250 West 80th Avenue
Units 7 & 8
The Meadows Centre
Arvada, Colorado

Re: Proposed Lincoln/McCook/Superior ID Agreement

Dear Ken:

This letter is being written in regard to the proposed Lincoln/McCook/Superior ID Agreement, and will confirm our phone conversation on September 11, 1997.

This correspondence will serve as a letter of understanding allowing for continuous held away after sixteen (16) hours at the away from home terminal until called. In addition, the provision pertaining to continuous held away would not expire after a two (2) year period as the agreement presently states.

Should you have any questions pertaining to this letter, contact me at 402-458-7500.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. L. Maze".

D. L. Maze
Division Superintendent

cc: File

REC'D U.T.U.

SEP 17 1997

OFFICE GEN. CHMN.

BNSF IMPLEMENTING AGREEMENT 11

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

and

UNITED TRANSPORTATION UNION

1. {Language removed pending arbitration}
2. This is an interim arrangement, designed particularly to allow unit grain train operations through the new corridor created by this merger. As rehabilitation projects and other construction allow different and improved operations, this Agreement will be revisited and, as necessary, renegotiated to continue to fulfill its purpose as the operational setting changes.

IT IS AGREED:

Article 1 - Operational Changes in the Superior Gateway

Section 1.

A. Operations, utilizing a single train crew, will be established between Lincoln and Superior (with Lincoln as the home terminal); McCook and Superior (with McCook as the home terminal). See Attachment A.

B. Operations, utilizing a single train crew, will be established between Newton and Superior via Peabody (Lost Springs) or via Neva (with Newton as the home terminal). See Attachment B.

C. A Hastings - based road switcher will be established which will work in the territory from Hastings to Red Cloud and Superior. See Attachment C.

D. A McCook - based local will be established which will work in the territory from McCook, through Oxford Junction, Orleans to Superior. See Attachment D.

E. The present terminal and switching limits of the Burlington Northern and Santa Fe at Superior will be consolidated. See Attachment E.

Article 2 - Protection

Section 1.

A. The incumbent Conductors and Brakemen on the Santa Fe's Superior Locals and the BN's Hastings and Wymore Locals, as of April 7, 1997 are automatically certified as eligible for displacement and dismissal allowances under Sections 5 and 6 of the New York Dock Conditions.

B. Also, in this single, isolated instance, and on an otherwise non-referable basis, the carrier has acceded to the Organization's request to automatically certify the two (2) Conductors assigned to the Wymore extra board as eligible for displacement and dismissal allowances under Sections 5 and 6 of the New York Dock Conditions.

Section 2

A. It is not contemplated that pools will be established until there is a reasonable assurance or expectation that employees working in the particular corridor are or will consistently make the money equivalent of 4000 miles.

B. The matter of guarantees to the pools and locals established by this agreement is addressed in the respective attachments.

C. The pools, if once established, may thereafter be suspended if they are not being consistently utilized. "Consistently utilized" means that if, during the first two years of operation of a pool, over 4 consecutive semi-monthly pay periods, the pay miles earned by the last crew in this particular pool is less than 2000 per semi-monthly pay period. If all pools established under this agreement are abolished by operation of this provision, then the Agreement itself is suspended, and will be revisited by the parties prior to the reactivation of any operations under it.

Section 3

In this single, isolated instance, and without any prejudice to the applicability of particular protective condition packages in any other instance, the Organization has, here, prevailed upon the carrier to apply Article 13 of the January 27, 1972 National Agreement to protect any employees who are adversely affected by the establishment of the operations covered by this Implementing Agreement.

Section 4

If Wymore prior rights allocations are made in either the Lincoln - Superior or the McCook - Superior pool, an equal number of BNSF Moving Benefit Packages will be open to employees with such prior rights who make a bona fide change in residence.

Article 3 - General

Section 1

The parties have negotiated this Agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement. The parties also pledge to reopen these discussions and revisit the terms of this Agreement, or, as necessary, modify it in order to meet operational needs as the physical structure and marketing and operating situations change.

Section 2

A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict.

B. This implementing agreement is made pursuant to *{language to be added pending, and in accordance with Referee Peterson's Award}* which, by this reference, are incorporated here.

C. Nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the New York Dock Conditions imposed by the Surface Transportation Board.

Section 3

This agreement will become effective upon notice from the carrier, but not less than 10 days nor more than 1 year after it is executed by the parties, and may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at Ft. Worth this 30th day of October, 1997

for UNITED TRANSPORTATION
UNION

for THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.

RW Mason
General Chairman

DJK Ough
Asst. Vice President, Labor Relations

General Chairman