

LOCAL MEMORANDUM OF AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Whereas the parties signatory to this agreement have determined that certain modifications to the Kansas City Interdivisional Agreement are desirable to provide a more equitable and efficient working plan for all parties concerned, the following modifications to the Kansas City Interdivisional Agreement will be in effect at the signing of this agreement by the concerned parties:

1. Operation will be on a one and one basis with the Kansas City based engine crews and Lincoln based engine crews alternating on calls at both terminals. Engine crews arriving at the away-from-home terminal will be dove-tailed with home terminal engine crews to maintain the one and one concept.

If insufficient engine crews are available at the away-from-home terminal to maintain the one and one calling basis, consecutive home terminal engine crews can be used to continue train operations, but as soon as away-from-home terminal crews arrive and are rested, they will stand first out consecutively until a sufficient number have been called to equalize the one and one operation.

Example: At Lincoln no Kansas City engine crews are rested and the board stands thusly:

Wymore engine crew
Kansas City engine crew (not rested)
Wymore engine crew
Kansas City engine crew (not rested)
Wymore engine crew etc.

If four trains are called as this board stands the first four Wymore engine crews would be called and as the Kansas City engine crews become rested, they would stand first out and would be called consecutively until the number of slots they are entitled to on the one and one basis are used and the dove-tail is restored.

At the arrival at the away-from-home terminal by engine crews used out of the home terminal consecutively due to the unavailability of rested away-from-home terminal engine crews, as in the above example, these crews will dove-tail into the away-from-home terminal pool and will not retain the consecutive order in which they were initially called, except for those engine crews that stand first out consecutively due to a build up of slots at that terminal.

When a first out away-from-home terminal engine crew is not rested for a call and a following away-from-home terminal engine crew is rested, the rested engine crew will be called for that first out slot with the first out away-from-home terminal engine crew not rested standing for the first slot available under the one and one concept on their rest.

Example:

At Kansas City the board stands thusly:

Wymore engine crew (not rested)
Kansas City engine crew.
Wymore engine crew (rested)
Kansas City engine crew
etc.'

and a train is to be called. The Wymore engine crew third out which is rested would stand for the first call, the Kansas City engine crew second out would stand for the second call and the Wymore engine crew first out and not rested would stand for the third call assuming it was then rested.

2. The company shall have the right to deadhead out-of-turn out of both the home terminal and the away-from-home terminal. Regardless of whether deadheading is in-turn or out-of-turn, deadheaded engine crews will take their slots with them.

Example:

The board at Lincoln stands thusly:

Kansas city engine crew
Wymore engine crew
Kansas City engine crew
Wymore engine crew
etc.

and it is necessary to deadhead the first two Wymore engine crews out-of-turn to-Kansas City, the board would stand thus after the deadheads were called: Kansas City engine crew Kansas City engine crew Kansas City engine crew Wymore engine crew Kansas City engine crew etc.

A maximum of two (2) engine crews will be deadheaded out-of-turn before calling an engine crew for service unless the Twenty-four Hour Rule would require deadheading in excess of two (2) engine crews out-of-turn. Crews called to deadhead out-of-turn will not be converted to service enroute.

3. Mileage checks will be conducted on a ten-day back check period with daily regulation and will be based on a total accumulated pool miles. If the total pool mileage average falls below the 3400 mile minimum or exceeds the 3800 mile maximum, the miles will be divided by the midpoint, 3600 miles, to determine the number of train crews to be either reduced or added to the pool.

4. A cap of seven (7) consecutive occupied slots will be the maximum built up at either terminal. When sufficient away-from-home terminal engine crews arrive to occupy consecutive slots in excess of the limit of seven, the excess number of engine crews beyond the limit of seven must be either deadheaded or called for service. The carrier shall have thirty (30) minutes from the time the eighth consecutive engine crew ties up to call the excess engine crews for deadheading or for service. Away-from-home terminal crews need not be rested to be deadheaded. Adjustment to the cap level will be mutually agreed to by designated carrier officers and involved local chairmen.

Example:

If there are nine (9) slots first out at Lincoln for Kansas City engine crews and seven (7) Kansas City engine crews are tied up at Lincoln, the arrival of another Kansas City engine crew will require the calling of the first out Kansas City engine crew for either service or deadheading within thirty (30) minutes of the tie up time of the eighth consecutive Kansas City engine crew. This does not apply if there are seven or less consecutive slots built up and the arriving engine crews are dove-tailed. If a consecutive engine crew other than the first out crew is rested, this rested crew may be called for service to reduce the consecutive crews to seven assuming the engine crews ahead of it are not rested.

5. An engine crew held at the away-from-home terminal for twenty-four consecutive hours will, at the expiration of that time, be either deadheaded or called for service.

Example: A Kansas City engine crew ties up at Lincoln at 3:00 P.m. This engine crew must be called for service or deadheaded by no later than 3:00 P.M. the following day.

The engineer's tie-up time will be used as the basis for determining the rest time of a crew and for application of the Twenty-four Hour Rule. In the event an engine crew and a train crew do not stand to be called together after tie up, the head brakeman's tie up time will be the basis for determining a train crew's rest time and for application of the Twenty-four Hour Rule.

Exception: Engine crews coming under the application of 24-hour rule must be called first in/first out in relation to other long pool engine crews with the same home terminal.

6. When a home terminal engine crew is called around away-from-home terminal engine crews due to the away-from-home terminal engine crews not being rested at the time of call, and the home terminal engine crew is then released -without performing service, such crew will stand first out among the home terminal engine crews but behind any away-from-home terminal engine crews which it was originally called around due to their not being rested. Such engine crew will be allowed payment of 100 miles for the call and not used.

Example: The board at Lincoln stands thusly:

Kansas City engine crew (not rested)
Kansas City engine)crew (not rested)
Kansas City engine crew (not rested)
Wymore engine crew
Kansas City engine crew (not rested)
Wymore engine crew
etc.

The fourth out engine crew - the Wymore crew -is called for service around the three Kansas City engine crews not rested and subsequently this crew is released and not used. The Wymore engine crew called and not used will retain its original standing on the board - first out among Wymore engine crews and fourth out on the board in this example on its rest and will be entitled to a payment of 100 miles for called and not used.

If an away-from-home terminal engine crew is called for service around another away-from-home terminal engine crew due to the engine crew being "called around" not being rested, and subsequently the engine crew called is released without performing service, such engine crew will be allowed a payment of 100 miles and will be restored to the position on the board that this crew occupied before the call for service.

7. The carrier shall have the right to suspend the provisions of the Twenty-four Hour Rule and the cap on consecutive away-from-home terminal crews rule when obstructed or impassible track on the southern coal corridor from the mine to and including Kansas City, beyond the control of the carrier, make it necessary to do so to provide sufficient crews at the proper locations when normal service is re-established. Such suspension of these rules under these conditions will be determined by the appropriate carrier officers and the involved local chairmen and will be in effect only until such time as normal train operation is resumed.

This agreement shall become effective October 1, 1985 and will remain in effect subject to cancellation by serving thirty (30) days written notice by any of the parties signatory to it.

FOR THE ORGANIZATION:

FOR THE CARRIER:

BLE - Omaha

Division Superintendent

BLE - Wymore

BLE - St. Joseph

MEMORANDUM OF UNDERSTANDING

between

BURLINGTON NORTHERN RAILROAD

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

It is understood that should the carrier violate the provisions of the Twenty-four (24) hour rule contained in Section 5 and section 7 of the Local Agreement between Burlington Northern Railroad and the Brotherhood of Locomotive Engineers modifying the Kansas City Interdivisional Agreement, affected enginemen will be allowed continuous Rule 50 Held Away From Home payment at the applicable pro rata rate until such time as they are called for service.

This understanding will be in effect with the signing of the Local Agreement modifying the Kansas City Interdivisional Agreement and will remain in effect until that Agreement is cancelled by any of the parties signatory to it serving thirty (30) days written notice of cancellation.

Agreed:

BROTHERHOOD OF LOCO. ENGINEERS:

BURLINGTON NORTHERN RAILROAD

BLE - Wymore

Division Superintendent

BLE - Omaha

BLE - St: Joseph

MEMORANDUM OF AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

Under the provisions of Article VIII of the National Agreement dated May 13, 1971, intraseniority district service for locomotive engineers may be established to work (and/or deadhead) in unassigned through freight service between (both directions) Lincoln, Nebraska and Kansas City, Missouri (1) via Table Rock, Nebraska and Hickman, Nebraska, (2) via Pacific Junction, Iowa and Louisville, Nebraska, or (3) via Pacific Junction, Omaha and Gretna, Nebraska, at Carrier's option, through St. Joseph, Napier, Pacific Junction, and/or Omaha, subject to the following provisions:

Section 1

A pool of engineers to protect this service, hereinafter referred to as the "long pool", will be established and maintained at both Lincoln and Kansas City. Omaha and Wymore Prior Rights Districts engineers will have preference to the Lincoln home terminal) long pool: Kansas City shall be their away-from-home terminal. St. Joseph Prior Rights District engineers will have preference to the Kansas City (home terminal) long pool: Lincoln shall be their away from-home terminal. St. Joseph, Napier, Pacific Junction and Omaha shall not be terminals for engineers working or deadheading in this intraseniority district service and the terminal release rule shall not apply to them at these points. Also, "Specified tie up points" provided in former CB&Q-BLE Schedule Rule 30 will not be applicable to engineer: working or deadheading in this service.

Section 2

The long pool to be established and maintained at both home terminals shall be sufficient to protect the service in the manner prescribed hereinafter, with the understanding that the total number of engineers in this long pool will be adjusted on the following basis:

- (1) This freight service pool shall be regulated on the basis of assigning a sufficient number of engineers so they will average between 3,400 and 3,800 line miles per month, unless otherwise agreed to locally in accordance with the mileage regulation agreement that became effective August 1, 1981.
- (2) For the purpose of adjusting the number of engineers' turns in this freight pool and equalizing mileage between the prior rights districts, only the line mileage between Kansas City (hurray Yard) and Lincoln Yard for road service and for deadhead shall be used. Within 5 days following the close of the semi-monthly pay period, the Carrier shall furnish the involved BLE Local Chairmen a semimonthly report showing line miles run by engineers in the pool. Line miles, both working and deadheading, will be treated as equals for regulation and equalization purposes.

The Carrier will also continue to establish and/or maintain (when there is sufficient mileage) the separate engineer "short pools" that are assigned to work (and/or deadhead) solely on either the Wymore, Omaha or St. Joseph. Prior Rights Districts (and to use an extra engineer when such engineer pools are not maintained or are unavailable).

Section 3

(a) The line and pay basis mileage for this intraseniority district service between Kansas City (hurray Yard) and Lincoln Yard via Table Rock, Nebraska, is as following:

Lincoln - Napier (Wymore Dist.)	111.69 miles	(54%)
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Napier - Kans. City (St. Jos. Dist.)	93.98 miles	(40%)
Total	205.67 miles	(100%)

(b) The line and pay basis mileage for this intraseniory district service between Kansas City (Murray Yard) and Lincoln Yard via Pacific Junction, Iowa, is as follows:

Kansas City - Pacific Junction (St. Jos. District.)	172.04 miles	(74%)
Pacific Jet. - Lincoln (Omaha Dist.)	61.90 miles	(26%)
Total	233.94 miles	(100%)

(c) The line and pay basis mileage for this intraseniory district service between Kansas City (Murray Yard) and Lincoln Yard via Pacific Junction, Iowa, Omaha and Gretna, Nebraska, is as follows:

Kansas City - Pacific Junction (St. Jos. District.)	172.04 miles	(68%)
Pacific Jct. - Lincoln via Omaha Gretna (Omaha Dist.)	82.58 miles	(32%)
Total	254.62 miles	(100%)

(d) If any of these engineers receive their outbound train on and depart on their road trip from another carrier's property, they shall be allowed (in lieu of the mileage set forth in Paragraphs (a), (b) and (c) of this Section 3) the actual train miles via the route traversed to their final terminal, plus any "terminal lite miles" for which they qualify. In that case, the computation of their initial terminal delay shall cease when their train starts from the foreign carrier's track on which it was received (see Section 8(i), below), but the "terminal lite miles" for which they qualify at the initial terminal shall extend the 75 minutes "free time" by 4.8 minutes per "terminal lite mile."

At their final terminal, if any of these engineers deliver their inbound train to another carrier's property, they shall be allowed (regardless of the additional distance) the mileage set forth in Paragraphs (a), (b) or (c) of this Section 3, plus any "terminal lite miles" for which they qualify. In that case, their final terminal delay computation shall commence at the recognized "inbound point" (e.g., Block 4 in Kansas City). It is recognized, also, that if they are required to yard their train in a "former Frisco" yard at Kansas City, Section 15 (re final terminal delay) of the BN-Frisco Merger Implementing Agreement No. 1 applies, with the computation starting at the recognized "inbound point" (i.e., Block 4), but they, also, are not entitled to the additional train miles.

(e) For the purpose of prorating work opportunities between prior right engineers from the three pre-existing seniority districts, the Carrier will initially designate 50% of the assignments to St. Joseph prior right engineers (to have home terminal at Kansas City), 45% to Wymore prior, right engineers, and 5% to Omaha prior right engineers (the latter two to be combined and have their home terminal at Lincoln). The actual operations experience on the three prior seniority districts will be reviewed after this service has been operating 4 complete semi-monthly periods and the initial percentages adjusted equitably between prior rights Wymore, St. Joseph, and Omaha engineers. Thereafter, a similar review will be made every 2 months (unless the BLE Local Chairmen and the Superintendent, or his representative, agree to a different period) and, if required, new percentages established for equalization; provided, however, neither Kansas City nor Lincoln may have more than 50% (as near as practical) of these turns unless the equalization of work between the prior rights districts requires it and all of those long pool turns (for the district entitled to more than 50%) are assigned to prior rights engineers. Initial equalization will be accomplished as indicated in the attached chart (which will be revised if new percentages are established).

Section 4

At each of these two terminals (i.e., Lincoln and Kansas City), the long pool engineers' board shall have an "active" and "inactive" list, which will operate in the following manner:

(a) The active list at each terminal will be the list from which engineers will be called, in turn, to work or deadhead to the other terminal (except as otherwise provided in Sections 5 and 6 hereof).

(b) The inactive list will be a list of engineers who are at their home terminal but who have not been advanced to the active list.

(c) Each engineer arriving at his home terminal will be placed at the bottom of the inactive list except when he is entitled to "restoration of turn" or when he has "bypassed" some other engineer who is entitled to "restoration of turn," under Section 5(e) hereof.

When an engineer arrives at his terminal "out of turn" he must register that fact (advising the caller) upon arrival and he will then be marked up on the active or inactive list in the proper place. See Example #2 following Paragraph (h).

(d) Except when he arrives "out of turn," each engineer arriving at his away-from-home terminal will be placed at the bottom of the active list even though this will result in exceeding the "quota" established under the provisions of Paragraph (e), below.

(e) The number of engineer positions (i.e., "quota") that will "normally" be on the active lists at Lincoln at Lincoln and Kansas City will be initially determined and later changed (from time to time as service requirements and crew availability changes) by the Superintendent or designated Carrier officer, with immediate notification being given to the involved BLE Local Chairmen. This quota may be different at each terminal.

(f) The number of engineer positions (i.e., "quota") on the inactive list will be the difference between the number of engineer positions with that home terminal and the number on the active list.

(g) When an engineer ties up at his home terminal (except when he arrives "out of turn") and adding him to the inactive list causes that list to exceed its current quota, the first-out engineer on the Inactive list will be immediately moved to the bottom-of the active list. If the engineer arrives at his home terminal "out of turn," he will be marked up in accordance with Paragraph (c) as soon as the proper order of mark up can be determined.

(h) It is recognized that if the designated Carrier officer fails to maintain the proper equalization of work under this Section, upon demand of the designated Local Chairman the proper adjustment will be made in order to assure that this agreement is properly applied.

EXAMPLES FOR THE APPLICATION OF THIS SECTION 4:

E-1. At Lincoln there are twenty long pool engineers assigned. The quota for the active list is six at that time and the inactive list quota 13 therefore fourteen. A Lincoln engineer ties up there at a time when there are already fourteen engineers on the inactive list. The first-out engineer on the inactive list will be immediately moved (I.e., marked up) to the bottom of the active list since if this were not done, there would have been fifteen positions on the inactive list (which would exceed the quota).

E-2. At Lincoln, the active board stands as follows at the time a decision is made to deadhead a Kansas City engineer to his home terminal "out; of turn" (in order to reduce the number of away-from home crews):

1. Lincoln Pool #4
2. Lincoln Pool #5
3. Kansas City Pool #7
4. Kansas City Pool #8
5. Lincoln Pool #6

Kansas City Pool #7 Se then called to "deadhead out of turn" on the train on which Lincoln Pool #4 is the working crew. Kansas City Pool #7 is not to be marked up on the inactive list at Kansas City until Lincoln Pool #5 arrives and marks up on the active list at Kansas City.

E-3. At Lincoln, the active board stands as follows at the time a decision is made to deadhead a Kansas City engineer (for the same reason as Example No. 2):

1. Kansas City Pool #2
2. Lincoln Pool #4
3. Lincoln Pool #5
4. Kansas City Pool #3
5. Kansas City Pool #4

Kansas City Pool #3 is then called to "deadhead out of turn" on the train on which Kansas City Pool #2 is the working crew. This "deadheading out of turn" pre-empts the usual "first crew deadheads-second crew works" principle. However, if it should happen that Kansas City Pool #2 is not rested, the provisions of Section 6(b) would reverse the working or deadheading order.

Section 5

(a) Except as otherwise provided in this agreement, long pool engineers will be called on a first-in, first-out basis from the active list at each terminal, provided the first-out engineer has had full rest under the Hours of Service Act. If possible and when no other trains would be delayed thereby, the first-out engineer's call may be held up for as long as thirty minutes so that he may obtain full rest and depart in his proper standing. If the first-out engineer is not rested, the next following engineer who is fully rested will be used. If there are no rested engineers available on the active list, then the first-out rested engineer on the inactive list will be called. Should there be no engineers on either the active or inactive lists who are fully rested, then an extra engineer may be called at that home terminal to operate for one round trip under the provisions of this Agreement.

(b) Subject to the exceptions contained to this agreement, long pool engineers who are not called to report for duty or deadheading in the order of their proper standing will be allowed 100 miles at the applicable rate of pay (or, if greater, the difference in earnings for the proper trip(s), until his arrival at the next terminal where restoration can be accomplished), for each time another engineer in the same service is improperly called to report before (i.e., in advance of) him and he shall continue to retain his position until properly called. Engineers entitled to such payment will be entitled to "restoration of turn" under the provisions of Paragraph (e) of this section. It is understood that the Carrier may, without penalty, remove an Engineer from the train for which called and place him on another train or deadhead him.

(c) Long pool engineers will not be entitled to runaround payments based on departure from the initial terminal of the trip in other than order of call, runaround payment account not rested, and for other exceptions specified in this Agreement.

(d) When a long pool engineer qualifies for any payment under Schedule Rule 33 (a), (h) and (c), captioned "Called and Not Wanted" and "Called, Performs Service and Not Wanted," respectively, he will continue to stand first out, instead of last out. When he has performed some service or has been called and released under that rule and is returned to the first-out position, he will not be called for service again until he is rested (except he may be called to deadhead to his home terminal before rested) and, in such event, he will be allowed not less than 100 miles for the call and release, and it is recognized that other engineers may be called around him without penalty while he is resting.

NOTES:

(1) The provisions of this paragraph do not apply to Individual Extra Engineers when the call and release occurs at their Extra Board terminal; but, instead, such Extra engineers 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 their "rest" under the Hours of Service Act, then the crew retains their position and are already rested (i.e., they do not require an additional 8 hours' rest before being subject to another call).

(e) A long pool engineer whose rotation is affected by the provisions of Section 5 and 6 shall be restored to proper turn (i.e., original rotation) at the next terminal if possible (if this is an away-from-home terminal and the engineer is not rested in time to be restored, he will be restored to turn upon arrival at the home terminal) if he does not tie up at the final terminal in the same original order-of-standing that he had when last called at the home terminal.

Each engineer arriving at either terminal will be marked up at the bottom of the list except when he is entitled to "restoration of turn" or when he has bypassed some other engineer who is entitled to restoration of turn under the provisions of this Section.

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

Section 6

(a) Long pool engineers may be called to "deadhead out of turn" from their away-from-home terminal, at any time after their arrival, regardless of their standing in relation to at-home engineers and the normal pool rotation, except they must be called first-in/first-out in relation to other long pool engineers with the same home terminal. Not more than two away-from-home engineers may be called consecutively, under this provision, before calling an at-home engineer. (See Examples Nos. 2 and 3 under Section 4.)

(b) When two long pool engineers are to be called for the same train (one to work and one to deadhead), if one of the engineers is not rested and the other one is rested, the rested engineer will work the train and the unrested engineer will deadhead. Otherwise, applicable BLF-CB&Q schedule rules will apply.

Section 7

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

(b) Unclaimed temporary vacancies occurring on these long pool turns at their home terminal will be filled by the engineers' extra list headquartered at that point. When it becomes necessary to use an emergency engineer because the engineers' extra list is exhausted, emergency engineers will be called in the following manner:

(1) Use the demoted engineer assigned to the turn on which the engineer vacancy exists.

(2) If none, use the senior rested and available demoted engineer assigned to another turn with the same home terminal in that same long pool, whose turn is on the active list.

(3) If none, use same as Item (2) except on inactive list.

(4) If none, use the senior qualified, rested and available demoted Nebraska District engineer in other road service assigned at that headquarters point.

(5) If none and the vacancy is at Kansas City, use a qualified extra engineer on the Kansas City Zone #1 extra board.

(6) If none, use the senior qualified, rested and available demoted Nebraska District engineer who is assigned in yard service at that vacancy point.

(c) If a long pool engineer lays off account sickness or other personal emergency at the away-from-home terminal, the vacancy will be filled in the following manner:

(1) Use the demoted engineer assigned to the turn on which the engineer vacancy exists.

(2) If none, use the senior rested demoted engineer who is available at that point who is assigned on another turn with the same home terminal in the same long pool.

(3) If none, use a qualified engineer from the extra board at the vacancy point and upon his arrival at the opposite terminal, then deadhead him back to his home extra board point.

Section 8

(a) Long pool engineers (including demoted engineers assigned in this service) will not be used in other engineer service except when there is no other engineer (including demoted engineers) from that seniority district, who is headquartered and available at that source of supply, for the other service.

(b) An engineer (or demoted engineer) assigned in this long pool service who is used in other service because no other engineer is available (as defined in Paragraph (a), above) will be paid not less than he would have earned had he remained on his long pool turn. However, an engineer who is used in other service contrary to the prohibition contained in 'Paragraph (a), above, will be allowed actual earnings plus what he would have earned on his regular pool turn, except when such use was because of an emergency requiring his immediate use (emergency meaning conditions such as

acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains or endanger lives or property).

(c) Long pool engineers called in this intraseniority district service will not be tied up between designated terminals of their runs or turned back to initial terminal, except when their movement is prevented (e.g., derailment of their trains), or their route to destination is obstructed or impassable (e.g., wrecks or washouts). If the engineer is returned to his initial terminal for these reasons, he shall be paid continuous miles for the trip terminal-until-return (but not less than the one-way straightaway mileage Lincoln to Kansas City or vice versa, via the called route) or hours if greater, and the engineer shall be restored to first-out position on the active list (available after rested). Subject to the foregoing exceptions, long pool engineers will not be tied up en route or turned back to their initial terminal.

(d) Long pool engineers who are tied up under the hours of Service Law (as contemplated by the agreement rule) will be transported back to their initial terminal or on to their final terminal, as soon as possible except that when such engineers are tied up en route because: their train's movement is prevented or their route is obstructed or impassable, they may be required to take rest and then handle their train to their original destination.

(e) All necessary relief work as a result of the hours of Service Law will be manned by either short pool crews called from the final terminal of the train (Kansas City or Lincoln) or by long pool crews from the initial terminal of the train (Kansas City or Lincoln), subject to the Carrier's continued right, under the provisions of Article VIII of the July 26, 1978 National Agreement, to use yard crews to perform such work within the 15-mile road-yard service zones; provided, however, as long as Lincoln (Wymore and Omaha districts) or St. Joseph short pools are manned by prior righted employees, the Napier and Pacific Junction demarcation points will be observed and if a short crew is to complete the run, the proper crew will be used.

The determination of which relief crew to be used (short pool or ID pool crew) will be based on advice from the conductor and/or engineer of the "hoglawing" crew, i.e., where he estimates his time will expire (short of or by Napier or Pacific Junction). If the conductor and/or engineer underestimates or overestimates the train's progress and the Carrier orders the relief crew on the basis of the conductor's or engineer's estimate, no penalty claim will be progressed.

(f) If an engineer who is working (or deadheading) in this long pool service is tied up under the Hours of Service Act before completing the trip, he will be paid on a minute basis at the rate of 3/16 of the basic daily rate per hour (12 1/2 MPH for deadheading) applicable to his trip from the expiration of the legally permissible "on duty" hours until he arrives at (1) the fixed on/off duty point in either Kansas City or Lincoln, or (2) a location where lodging and meals are available, whichever occurs first. The provisions of Article II (Expenses Away From home) of the June 25, 1964 National Agreement, as amended, and BN Labor Agreement 8/1/8U apply to (2), above.

(g) It is understood that the extended through freight runs, referred to herein, are bona fide through freights and it is not intended that these runs be required to perform station or industry switching if, however, such service is required of an engineer, he will be allowed the additional time consumed with a minimum of one hour at the pro rata rate for the trip for each occurrence (i.e., each station where such is required), in addition to all other compensation for the day or trip.

(h) Although it is recognized that these long pool crews may pick up and/or set out cars and groups of cars at Ashland, it is not intended that they will deliver and/or receive entire trains at Ashland which otherwise would be delivered or received by Sioux City crew at Pacific Junction. That is, it is not intended to use these long pool crews in that manner in order to shorten the run of the Sioux City crews.

(i) In the application of initial terminal delay rules, the phrase "train leaves the terminal" means when the train actually starts on its road trip from the track where the train is first made up. However, if the train is moved off the assembly track for the convenience of the Carrier and not with the intent of making a continuous outbound move, initial terminal time will continue until continuous outbound move is started. The continuous move is not disrupted when a train is stopped to permit the lining of a switch or because the block is against them.

(j) Nothing contained in this agreement is intended to prohibit these long pool turns from being used on trains that traverse only part of the specified long pool territory provided they are then transported forward to the opposite terminal as contemplated by Paragraph (c), above. Likewise, nothing in this agreement is intended to prohibit these long pool turns and other crews from exchanging or combining trains en route, consistent with Section 17(a) of this agreement.

Section 9

(a) Engineers deadheading in this long pool service will be paid under schedule agreement rules, except that all deadhead mileage over 100 miles will be paid at the deadhead rate established for the first 100 miles. If deadheading by a mode other than a train, they will be paid the shortest rail mileage between the two points. (However, when deadheading) via other than a common carrier vehicle, that goes by other than the usual highway route in order to deliver men or material to an out-of-the-way station on the Napier-Pacific Jct. line, they will be allowed 234 miles for the deadheading.)

(b) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.

(c) Engineers working in this long pool service will have a fixed point for going on and off duty in both Lincoln and Kansas City. The fixed point may be changed by the Carrier giving 10 days' advance written notice.

(d) Engineers working or deadheading via freight train in this long pool crew service will not stop the train for the purpose of taking a meal period and will be allowed \$1.50. However, if an engineer requests to be permitted to leave his train in order to eat en route, and if he is granted permission to do so, he will not be entitled to the \$1.50 allowance.

(e) Section 3(c) of the St. Joseph Pool and Extra Hoard Agreement signed this date, concerning 2-hour calls for certain St. Joseph residents, shall also apply to qualifying engineers working on those long pools.

Section 10

(a) Suitable lodging (as defined in BN Labor Agreement 8/1/80) shall be provided at Kansas City and Lincoln for long pool engineers who are at their assignment's away-from-home terminal. When the lodging is 3/4 mile or more from the on and off-duty point, the Carrier will provide suitable transportation in both directions. At such location, if transportation is not available within 30 minutes following the tline the engineer is released from duty, the engineer will be paid on a minute basis at the pro rata rate of the last service (or deadheading) performed, for all time in excess of 30 minutes, until transportation is provided. If rooms are not available when an engineer arrives at lodging facility, the engineer will be paid on a minute basis, at the pro rata rate of the last service (or deadheading) performed, for all time in excess of 30 minutes until a room is available or he commences duty or deadhead, whichever occurs first.

(b) At the away-from-home terminal, when the nearest acceptable restaurant facility is 3/4 mile or more from the designated lodging facility, Carrier will provide transportation between such restaurant facility and lodging facility and vice versa so that engineers may obtain a meal upon arrival and a meal prior to departure, each trip.

(c) Engineers who are performing this long pool service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, except that if held 28 hours or more they will be allowed an additional meal allowance.

Section 11

Disciplinary hearings or investigations involving an Engineer in this intraseniority district service will normally be held at the Engineer's home terminal except when there are other principals who live elsewhere. However, if the investigation is held at a location other than the Engineer's home terminal, he will be paid for travel time and the time consumed by the investigation on a minute basis at the pro rata rate of pay which he received for the last previous service performed unless it is established in the investigation that the Engineer was guilty of a rules violation which results in suspension or discharge. However, should an engineer lose a trip as a result of attending an investigation which does not establish a rule violation which results in suspension or discharge, he will be allowed not less than the earnings of the Engineer who relieved him. Should an Engineer 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 investigations held at other than home terminal will be provided by the Carrier.

Section 12

Engineers 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 engineer is required to deadhead on a freight train, comfortable seating for both the working crew of the train and the engineer 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.

Section 13

- (a) Engineers will be furnished a locker and adequate wash room facilities at both terminals in the immediate vicinity of the on/off duty point (or transportation to and from, if not in the immediate vicinity). Size of lockers to be 21" x 18" x 72".
- (b) The following items on locomotives used in this intraseniority district service will be maintained in proper condition:
 - (i) Operable speed recorders on lead unit
 - (ii) Cab heaters
 - (iii) Cab weatherstripping
 - (iv) Windshield and wiper
 - (v) Drinking water and operable cooler
 - (vi) Toilet facilities
 - (vii) Working radio on operating (lead) unit

Engineers will report defects of items listed above on proper form supplied for such purpose. Notation by engineers of defects will contain sufficient detail to enable prompt identification and correction of such defects.

Section 14

In this intraseniority district, engineers will not be expected to qualify themselves on their own time over territory with which they are not acquainted. The Carrier will provide pilots, who shall be engineers from the engineers' working lists when available for such service, or will pay engineers on a mileage basis to make qualifying trips. To initially expedite their qualifications, for the first 45 days the Carrier may utilize engineers assigned to this long pool service, augmenting them by using extra engineers, to make combination qualifying/piloting trips. After an extra engineer becomes qualified on the territory, he may be bypassed on the extra board, in order to facilitate the qualification of another extra engineer.

The Carrier may work such a pilot for the entire trip or only the portion on which he is needed, and in the latter instance may work and/or transport that pilot straightaway or turnaround with more than one crew (on a continuous-tune or mileage basis) and without regard to the terminal release rules except at Lincoln and Kansas City.

The Carrier will determine the number of trips an engineer should make to become qualified.

Section 15

If any agreement is reached in negotiations between the Brotherhood of Locomotive Engineers and the National Railway Labor Conference which amends Article VIII of the May 13, 1971 Agreement and such amendments improve conditions provided for in this agreement, those provisions will supersede the provisions of this agreement.

Section 16

Omaha and Wymore prior rights apply only to these long pool turns with home terminal at Lincoln that are allocated to their respective prior rights districts, and St. Joseph prior rights apply to all long pool turns with horns terminal at Kansas City; provided, however, if no prior righted engineer exercises such rights, these assignments area there subject to the exercise of Nebraska District seniority.

Section 17

(a) Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of schedule agreements between the BLE and the former CB&Q Railroad or this Carrier, and the Merger Protection Agreements as implemented between this Carrier and the Brotherhood of Locomotive Engineers.

(b) This intraseniority district service may be inaugurated upon 15 days advance written notice by the Carrier.

(c) Effective with the inauguration of this intraseniority district service, this agreement cancels and supersedes agreements for Intraseniority District through freight service between Lincoln, Nebraska, and St. Joseph, Missouri (Agreement BN 9/12/77A), agreements in connection therewith and CBQ-HLE Rule 58 insofar as this territory is concerned.

Section 18

This agreement shall remain in effect until changed under the provisions of the Railway Labor Act, as amended.

Signed at St. Paul, Minnesota this 13th day of January, 1984

FOR: BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

FOR: BURLINGTON NORTHERN
RAILROAD COMPANY

By: _____

General Chairman

By: _____

Assistant Vice President
Labor Relations

INITIAL EQUALIZATION CHART FOR
WYMORE, OMAHA AND ST. JOSEPH ENGINEERS

Total Number of Engineers Needed	Lincoln (Wymore) (Omaha)		Kansas City (St. Joseph)
30	14	1	15
31	14	2	15
32	14	2	16
33	15	2	16
34	15	2	17
36	16	2	18
37	17	2	18
38	17	2	19
39	18	2	19
40	18	2	20
41	19	2	20
42	19	2	21
43	20	2	21
44	20	2	22
45	20	2	23
46	21	2	23
47	22	2	21
48	22	2	24
49	23	2	24
50	23	2	25
51	24	2	25
52	24	2	26
53	24	3	26
54	24	3	27
55	25	3	27
57	26	3	28
58	26	3	29
59	27	3	29
60	27	3	30
61	28	3	30

(More than 61 engineers, the same formula to be applied.)

MEMORANDUM OF AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Whereas, Section 17(c) of the Agreement signed today, which permits the establishment of intraseniority district service between Lincoln and Kansas City, cancels- an agreement (BN 9/12/77A) and agreements made in connection therewith, permitting similar service between Lincoln and St. Joseph, and whereas, the parties desire to readopt portions of the latter agreements:

NOW, THEREFORE, IT IS AGREED:

(1) All short service between Lincoln and points on the Wymore prior rights territory will be handled by the extra board at Lincoln except that if mileage regulations warrant, a separate short pool will be established on the Wymore territory. The existing local agreement providing for such short pools (copy attached) is retained.

(2) Nebraska City will be a specified tie-up point under Rule 30 for engineers manning unit coal trains between Lincoln and the power plant near Arbor, Nebraska.

This agreement will become effective simultaneously with the implementation of the Lincoln-Kansas City intraseniority district service agreement and shall thereafter remain in effect until changed in accordance with the Railway Labor Act, as amended.

Signed at St. Paul, Minnesota this 13th day of January, 1984.

FOR: BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

FOR: BURLINGTON NORTHERN
RAILROAD COMPANY

By: _____
General Chairman

By: _____
Assistant Vice President
Labor Relations

WYMORE LOW POOL AGREEMENT

Effective date Agreement signed, a low Pool may be established with headquarters at Lincoln, Nebraska pursuant with the Agreement of September 12, 1977 with the following conditions.

1. This Low Pool will handle all unassigned service on the Lincoln Zone, former Wymore Prior Rights District.
2. When operating unit coal trains between Lincoln and Arbor, these crews may be requested by the Carrier not to stop the train for the purpose of eating.
 - A. This section applies only for unit coal trains between Lincoln and Arbor
 - B. Engineers handling coal trains between Lincoln and Arbor and required to unload same at Arbor in lieu of being permitted to stop and eat will be allowed a payment per trip of \$3.00 provided they are on duty in excess of seven hours from the time called on duty until arrival at their final tie up point

If tied up under the law between the terminals of their run, they will be allowed a second payment of \$3.00 provided they do not arrive at their terminal for final tie up prior to the expiration of 14 hours unless they are otherwise provided opportunity to obtain a meal.

If the mal allowance of \$2.75 now provide for in the National Agreements pertaining to expenses away from home is subsequently increased, the amount provided for in this agreement will be increased proportionately.
 - C. A engine with a refrigerator will be used in the engine consist, that is in working condition.
3. When a Engineer operates a loaded unit coal train from Lincoln to Arbor, and then is held for other service, the Engineer will be relieved and returned to headquarters after one trip in the other service.
 - A. When so held, Item 1 of Agreement of September 12, 1977 will not apply.
4. The pool miles will be regulated between 3400 and 3800 miles.

This Agreement shall be effective on date signed and shall remain in effect until one party serves a 10 day notice on the other party then the Agreement will be null and void after the 10 days has elapsed.

Local Chairman - UTU-E

For the Carrier

Local Chairman BLE

BURLINGTON NORTHERN RAILROAD

176 East Fifth Street
St. Paul, Minnesota 55101

January 13, 1984

Mr. R. E. Pelava,
General Chairman
Brotherhood of Locomotive Engineers
333-On-Sibley Street, Suite 410
St. Paul, Minnesota 55101

Dear Mr. Pelava:

In reference to the two agreements signed today concerning the elimination of St. Joseph as a terminal and the establishment of Lincoln-Kansas City I.D. service.

This letter confirms our discussion and understanding that nothing in these agreements affects and/or changes normal calling time at Lincoln.

This letter also confirms our agreement that those two agreements will be placed in effect by notice served under the provisions of Section 17(b) of the Lincoln-Kansas City ID Agreement, within 6 months after the date that all operating craft organizations have signed companion agreements. If this is not done, the agreements signed this date are automatically cancelled.

Please confirm these understandings by signing the duplicate copy of this letter and returning it to me.

Sincerely,

ACCEPTED:

J. J. Ratcliff
Assistant Vice President

General Chairman, BLE

MEMORANDUM OF AGREEMENT

In connection with the Lincoln-Kansas City intraseniority district service agreement signed this date,

IT IS AGREED:

An individual employee who is regularly assigned in either of these long pools, but who resides at other than the home terminal of his long pool crew, may reverse his lodging point and elect to use company-paid lodging at the home terminal in lieu of such lodging at the away-from-home terminal; provided, however, this privilege is limited so as not to exceed, in any semi-monthly pay period, the number of daily lodging charges that the company incurred for the other members of his crew who used the away-from-home terminal lodging.

This agreement shall become effective simultaneously with the implementation of the Lincoln-Kansas City intraseniority district service agreement.

Signed at St. Paul, Minnesota, this 13th day of January.

For the

BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

For the

BURLINGTON NORTHERN RAILROAD
COMPANY

By

General Chairman

By

Assistant Vice President -
Labor Relations

MEMORANDUM OF AGREEMENT

In connection with the Lincoln-Kansas City intraseniority district service agreement signed this date,

IT IS AGREED:

An individual employee who is regularly assigned in either of these long pools, but who resides at other than the home terminal of his long pool crew, may reverse his lodging point and elect to use company-paid lodging at the home terminal in lieu of such lodging at the away-from-home terminal; provided, however, this privilege is limited so as not to exceed, in any semi-monthly pay period, the number of daily lodging charges that the company incurred for the other members of his crew who used the away-from-home terminal lodging.

This agreement shall become effective simultaneously with the implementation of the Lincoln-Kansas City intraseniority district service agreement.

Signed at St. Paul, Minnesota, this 13th day of January, 1984.

For the

For the

BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

BURLINGTON NORTHERN RAILROAD
COMPANY

By _____
General Chairman

By _____
Assistant Vice President
Labor Relations

BN 1/13/84 OPS 10B-84
File: BF86(I)-2line-KC

BURLINGTON NORTHERN RAILROAD

176 East Fifth Street
St. Paul, Minnesota 55101

January 13, 1984

Mr. R. E. Pelava, General Chairman
Brotherhood of Locomotive Engineers
333-On-Sibley Street, suite 410
St. Paul, Minnesota 55101

In connection with the "Employee Protection Agreement" signed this date,

IT IS UNDERSTOOD:

1. If an employee (who is entitled to homeowner's protection on his residence) resides in a duplex that he owns, the Carrier will be liable to the extent of one-half of the established value of the entire duplex. Since the remainder is investment property, the Carrier has no obligation to buy such property, and the Carrier's liability applies only to making the employee whole (upon sale) to that value on one-half of the property or to paying him the applicable cash allowance applied to one-half of the total property value.

2. In regard to the situation covered by Section 1(d), if a full-time organization or carrier officer later returns to engine service, he shall be entitled to the various housing and moving allowances if he owned his former residence in St. Joseph on any qualifying date and still owned it on the date that he returns to engine service, and provided he was not using it as his residence on the qualifying dates only because his full-time organization or Carrier position required him to reside elsewhere. The moving provisions are applicable only to moving his household furnishings from St. Joseph to the home terminal of his engine service assignment.

If you agree that this letter correctly recites our understandings, please so indicate by signing the duplicate copy of this letter.

Sincerely,

AGREED:

J. J. Ratcliff
Assistant Vice President
Labor Relations

General Chairman, BLE

SUPPLEMENTAL
HOMEOWNERS AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In consideration of the various matters disposed of by the several agreements executed this date,

IT IS AGREED that the "Employee Protection Agreement" is supplemented to the following extent:

1.

Any employee who is required to change his residence as a result of the implementation of these agreements, and who is otherwise eligible for protection from loss on the sale of his residence (that he owned as of September 9, 1983), may file written request for the company to purchase that residence after that employee has unsuccessfully attempted to sell it for at least 3 months following the date that he accepted the appraised fair market value of the property (or the date that value was otherwise conclusively established, if later).

2.

(a) Thirty days after the first such purchase request is received the Company will initiate the steps necessary to purchase the employee's residence, except as provided below.

(b) If on that 30th day (see Paragraph (a), above) there has been more than 10 purchase requests received from eligible engine service employees, 10 of those requests shall be selected by lot and steps shall be immediately commenced to satisfy those 10 purchase requests.

(c) If, as a result of the application of Paragraph (b) of this Section, there are purchase requests in excess of the 10 selected, each time the company is able to dispose of one of the 10 properties, it will thereupon select (by lot from the then eligible purchase requests) one additional purchase request and thereupon commence steps to purchase that residence.

(d) Notwithstanding any of the foregoing provisions, the Company shall initiate the steps necessary to satisfy all eligible employees' purchase requests that are unsatisfied six months after the date that the employee accepted the appraised fair market value of the property (or the date that value was otherwise conclusively established, if later) or whenever such a request is thereafter received (within the three-year eligibility period).

(e) Any time this agreement requires the Company to initiate the steps necessary to purchase an employee's residence, that purchase shall be executed ("closed") by the 30th day thereafter, provided the employee is then in position to deliver "clear title" and possession and to otherwise satisfy the usual seller's obligations in such property transfers. If for some reason beyond its control the Company is not in a position to "close" on that 30th day, all proratable charges (such as taxes and mortgage payments) shall be prorated as of that 30th day. If for some reason the employee is not in a position to fulfill the seller's obligations and to give possession on that 30th day, the proration shall be computed as of the day he is able to do so.

(f) Employees who are eligible for protection from loss on the sale of their residences must advise the company of all purchase offers that they receive for their residence so that the Company may have the opportunity to elect to have them accept the offer and pay the employee the difference, if any, between the offer and the agreed fair market value. The Carrier will not be liable for real estate commissions unless it has contracted for them.

3.

(a) The term "residence" as used herein means the single primary abode of the employee, consisting of not more than one dwelling unit utilized for residential purposes only and on a building site or not more than two acres (or the minimum site required by zoning regulations in the community, if greater), including house trailer if "permanently" affixed to that site.

(b) Should controversy arise in respect to the value of the residence and areas, it shall be resolved in accordance with the provisions of Section 9(d) of the Washington Job Protection Agreement, reading as follows:

"Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost
"in securing termination of lease, or any other question in connection with these matters, it shall be decided through ,point conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively, and these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree, then the Chairman of the National Mediation Hoard shall be re nested to appoint e third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring

them, including the salary of the appraiser selected by such party."

except that the underlined portion is modified to provide for 1) a conference between the General Chairman (or his representative) and the designated Carrier (labor relations officer to attempt to resolve the difference, and failing there, (2) to select the third appraiser, or agree on who shall make the selection.

Signed at St. Paul, Minnesota, this 13th day of January, 1984.

FOR: BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

FOR: BURLINGTON NORTHERN
RAILROAD COMPANY

By: _____

By: _____

MEMORANDUM OF AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

1. The engineers' St. Joseph Zone pool and extra board that are presently headquartered at St. Joseph, Missouri, shall be transferred to (home terminal at) Kansas City, Missouri, subject to the following provisions of this agreement. Such assignments shall continue to be subject to the exercise of St. Joseph prior rights seniority; provided, however, that whenever no prior righted engineer exercises such rights to one of these assignments, it shall then be subject to the exercise of Nebraska District seniority.

2.

(a) The St. Joseph pool that is moved to Kansas City, which will thereafter be referred to as the "St. Joseph Short Pool," shall protect all through freight and unassigned road service (except that which is protected by the intraseniority district "long pools" under the provisions of separate agreements) on St. Joseph prior rights territory between Kansas City, Missouri and Pacific Junction, Iowa. This short pool of engineers shall be increased or decreased in accordance with the BLE-BN mileage regulation agreement. Nothing in this agreement is intended to prohibit these crews and other crews from exchanging or combining trains en route.

(b) The St. Joseph extra board that is moved to Kansas City, which shall thereafter be referred to as the "St. Joseph Extra Board," shall continue to be increased or decreased in accordance with the BLE-BN mileage regulation agreement. Unless agreed otherwise, this extra board shall be maintained separately from the existing Kansas City road yard extra board (that protects yard vacancies in Kansas City, southward road vacancies and Kearney Road Switcher vacancies) until such time as, for period of six consecutive months, there is no Kansas City Yard prior rights engineer on the road-yard extra board and no St. Joseph prior rights engineer on the St. Joseph Extra Board. ("Prior rights" referred to herein are those preserved by Implementing Agreement No. 2 dated October 11, 1974.) This St. Joseph Extra

Board shall protect temporary road and yard vacancies on North Kansas City Zone M2 except those protected by the present Kansas City road-yard extra board.

3.

(a) When the St. Joseph short pool is moved to Kansas City under the provisions of this agreement, Kansas City shall thereupon become a terminal at which terminal rules apply to these engineers. Simultaneously, St. Joseph shall cease to be a terminal where those rules apply and, instead, shall become a "specified tie-up point" under the provisions of CB&Q-BLE Schedule Rule 30 for engineers who are called to operate in turnaround service, Kansas City to St. Joseph and return. Engineers who are to work (or be transported) or deadhead in such turnaround service must be so notified when called at Kansas City: Subsequently, they may be turned at St. Joseph on a continuous time or miles basis (i.e., as called), or may be tied up there (requiring separation of trip). St. Joseph will not be a specified tie-up point or terminal for engineers working or deadheading in other than that turnaround service.

(b) When the St. Joseph short pool and St. Joseph Extra Board are moved to Kansas City, engineers assigned to them will thereafter be called first-in/first-out, straightaway or turnaround, for service or deadheading, in the same manner that they now work at St. Joseph except for the changes specifically provided by this agreement.

(c) Kansas City shall for all intents and purposes become the home terminal and headquarters of North Kansas City Zone 02 (former St. Joseph Prior Rights Division). The Carrier shall give those employees who now reside in St. Joseph (as long as they continue to reside in St. Joseph) a 2-hour advance call to report for duty or deadheading at Kansas City. It is recognized that this 2-hour call will not be practicable in all situations (e.g., when called for wrecker trains, when called as a replacement for another engineer who failed to show for duty or who went home early because of sickness) but a good faith attempt will be made to do so as often as is practicable. If it is necessary to bypass a St. Joseph resident because of a "soon-as-possible" call, he will retain his standing on the board. Other St. Joseph or Nebraska District employees, headquartered at Kansas City shall be called 2 hours in advance, as near as practicable. These calls at St. Joseph will be by telephone (and there shall not be any in-person calls) but, also, these St. Joseph residents will be provided with toll-free telephone access (in a manner to be determined by the carrier) between St. Joseph and the caller at Kansas City.

(d) The BLE General Chairman may elect, by serving 10 days' advance written notice, to have extra engineers perform all unassigned work train service of more than one day and all unassigned freight service operated (straightaway or turnaround) solely between North Kansas City and St. Joseph (including "dogcatching," when a road crew is to be used). Once having made this election, the BLE General Chairman may subsequently withdraw the election (one time only) by 10 days' advance written notice.

(e) If any of these engineers receive their outbound train on and depart on their road trip from another carrier's property, they shall be allowed the actual train miles via the route traversed to their final terminal, plus any "terminal late miles" for which they qualify. In that regard, the computation of their initial terminal delay shall cease when their train starts from the foreign carrier's track on which it was received, but the "terminal late miles" for which they qualify at the initial terminal, shall extend the 75 minutes "free time" by 4.8 minutes per "terminal late mile."

At their final terminal, if any of these engineers deliver their inbound train to another carrier's property, they shall not be allowed the additional mileage between this Carrier's train yard and the foreign line's yard. Instead, they will received their "normal" mileage, plus any "terminal lite miles" fur which they qualify, and their final terminal delay computation shall commence at the recognized "inbound point" (e.g., Block 4 in Kansas City). It is recognized, also, that if they are required to yard their train in a "former Frisco" yard at Kansas City, Section 15 (re final terminal delay) of the BN-Frisco Merger Implementing Agreement No. 1 applies, with the computation starting at the recognized "inbound point" (i.e., Block 4), but they, also, arc: not entitled to tire additional train miles.

4.

(a) Subject to the maximum limitation contained in the following paragraph, the Carrier may establish, maintain and adjust, abolish and/or re-establish a guaranteed yard extra board at St. Joseph to protect temporary vacancies in assigned and unassigned St. Joseph yard service) and in regularly assigned road service headquartered at that point.

(b) The number of engineers on this extra board may not exceed one for each 8 regular or regular relief engineer assignments, or major fraction (4 or more) thereof, plus 1 additional extra engineer for each "(day" Vacancy (art engineer can be added commencing with the first day it: ' it is known that the vacancy will. last more than 7 days, otherwise one can be added on or after the eighth day) and vacation vacancy (an engineer can be added on or after the first day). If some engineer exercises his seniority to claim the "7-day" or vacation vacancy the additional extra engineer may be placed on (or remain on) the extra board if the resulting vacancy is also in St. Joseph road or yard engineer service.

(c) Engineers assigned to this extra board and available the entire month will be guaranteed the equivalent of 22 yard engineer minimum days' pay per month; provided, however, that this guarantee will be prorated on the basis of the number of days that he was on the board and available In the particular month that he is assigned to the extra board for -luau than a full calendar month. Earnings from all sources will be used in computing any guarantee payment that may be duty except that not more than a minimum yard day's pay will be used as an offset for each tour of duty worked (or missed) in road service.

(d) Additionally, if an engineer on this extra board does not earn the equivalent of at least 10 yard days' pay in the first half of the month if he is on this board anti available the entire half month (but if not, prorated on the bas is of 2/3 of a day's pay for each full calendar day he was on the board and available in that half month), he will be temporarily allowed in that half's paycheck the amount necessary to bring his earnings up to 10 days' pay. Any such guarantee allowance for the first half shall be taken into account in the final full-month calculations so that the Carrier recovers all or part of such allowance, or augments it by additional guarantee payment, depending on whether or not he actually earns the full amount of tire monthly guarantee.

5. Any engineer who changes his residence because of the implementation of this agreement shall be entitled to the housing and transfer protection and allowances set forth in the Employee Protection Agreements also signed this date.

6. This agreement shall become effective simultaneously with the implementation of that Lincoln-Kansas City intraseniority district service and shall thereafter remain in effect until changed In accordance with the Railway Labor Act, as amended.

Signed at St. Paul, Minnesota, this 13th day of 1984.

For: BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

For: BURLINGTON NORTHERN
RAILROAD COMPANY

By: GENERAL CHAIRMAN

By: Asst. Vice President
Labor Relations

And insofar as the provisions of
Section 2(b) which will ultimately
combine the Kansas City extra boards.

By: GENERAL CHAIRMAN
(Former SL-SF Ry. Co.)

EMPLOYEE PROTECTION AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In connection with the two agreements concerning (1) Lincoln-Kansas City intraseniarity district service (long pool), and (2) St. Joseph Short Pool and St. Joseph Road Extra Board, both of which are executed this date,

IT IS AGREED:

1.

(a) Every engineer adversely affected either directly or indirectly as a result of the implementation of the two above-mentioned agreements shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May, 1936, except that for the purposes of those two agreements Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service and to provide further that allowances in those Sections 6 and 7 be increased by subsequent general wage increases. See also the exception contained in Paragraph (b) of this Section 1.

(b) Every engineer who as of 12:01 a.m. on the day prior to implementation of the above-mentioned two agreements is home terminated at St. Joseph and those St. Joseph prior rights engineers who are (at that time) assigned to the St. Joseph-allocated assignments in the present Lincoln-St. Joseph ID pool at Lincoln, will be considered to be immediately certified as adversely affected as of that date, subject to the following conditions. An employee who is now out of service for disciplinary reasons, whose last service met the assignment qualifications in the preceding sentence (i.e., home terminated at St. Joseph, etc.), and who would have been assigned to the active working lists on that time and date had that discipline not occurred, if he is reinstated with full seniority rights, will become "immediately certified" effective with his return to the active working list.

So far as such "immediately certified" engineer (and any other engineer who qualifies for the earnings guarantee) are concerned, that portion of Section 6(a) of the WJPA commencing with the words "except however" and continuing through the remainder of the sentence, is replaced with the following:

***except however that such engineer will not thereafter be considered to be adversely affected under this agreement if he does not obtain an engineer's position under one of the above mentioned two agreements at Kansas City at the first opportunity that his seniority permits him to do so. Any engineer who declines to accept a position in either (1)

Lincoln-Kansas City Intraseniority District Service, (2) St. Joseph Short Pool, or (3) St. Joseph Extra Hoard, in seniority order, will then forfeit the protective features of this agreement until such time as he does obtain service under either of above mentioned two agreements; provided however, if he is a St. Joseph Prior Rights Engineer assigned to a St. Joseph-allocated assignment at Lincoln as of 12:01 a.m. on the date prior to the implementation of Lincoln-Kansas City ID service, he will be treated for protective payment purposes as though occupying the highest rated assignment that he could hold in that service.

(c) The words "length of service," as contained in Paragraph (a) of this Section, are interpreted (so far as this agreement is concerned) to include all continuous service in the operating crafts with this company, in determining the length of service-for the purpose of the "period of payment" referred to therein.

(d) In determining the average monthly compensation for full-time organization or carrier officers who return to engine service, or part-time local chairmen, the provisions of Section 4(b) of the Merger Protective Agreement dated June 29, 1968 shall apply. It is understood that such additional credits must be certified by the employing organization or carrier and shall be subject to verification by the other. Full-time organization or carrier officers who return to engine service will be considered to be "immediately certified" if there are junior employees who were so certified.

2. Any engineer home terminated at St. Joseph, or any St. Joseph prior-righted engineer holding a turn in the Lincoln - St. Joseph Interdivisional Pool at Lincoln as of the date the two above-mentioned agreements are implemented, who elects to remain at such location but subsequently cannot. continue to hold an engineer's position at such location, will be provided moving and transfer allowances if he elects to take service at another location on his seniority district within three years of the implementing date, provided he actually moves.

3.

(a) Any engineer required to change his residence as a result of the implementation of the two above mentioned agreements shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of \$400.00 and 5 working days instead of the "two working days" provided by Section 10(a) of said agreement.

(b) An engineer, as defined in the second paragraph of Section 1(b) hereof, who obtains an assignment home terminated at Kansas City shall be considered to be "required" to change his residence if his residence is closer to his present on/off duty point than to his new on/off duty point and that residence is also more than 35 miles from his new on/off duty point at Kansas City. If the engineer is "required" to change his residence and does so, he must locate his new residence within 35 miles of his new on/off duty point. All distances shall be measured via the most direct automobile route.

(c) The "5 working days" referred to in Paragraph (a), of this Section 3, means that the transferred engineer is entitled to actual necessary traveling expenses for himself and members of his family and for his own actual wage loss for one period, not to exceed 5 consecutive calendar days, for moving. Included in the traveling expenses, among other things, is automobile mileage for up to two motor vehicles at the current mileage rate (now 20.5 cents per mile).

4.

(a) Any engineer, as defined in Sections 1(b) or 2, hereof, who is required to change his residence as a result of the implementation of the two above-mentioned agreements, who owned his bona fide residence as of November 3, 192 and still. owns it on the date this agreement is Implemented, will be entitled to the following additional option:

During the three-year period commencing on the date this intraseniority district service is inaugurated, he may elect to accept and be allowed an amount equal to 25 percent of the fair market value of his residence and retain ownership, in which event the Carrier will have no further obligation to him with respect to property, moving and relocation (transfer) expenses and allowances.

(b) Any engineer who is required to change hi residence as a result of the implementation of the two above-mentioned agreements, who rents or leases his bona fide residence as of the date this agreement is implemented, will be entitled to the following additional option:

He may elect to accept and he allowed the sum of \$2,000 in which case the Carrier will have no further obligation with respect to his rental or lease agreement, moving and relocation (transfer) expenses and allowances.

5. Nothing in this Agreement shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing fob security or other protective conditions or arrangements: provided, however, that if a protected employee otherwise is eligible for protection under both this Agreement and some other fob security or other protective conditions or arrangements, he shall elect between protection under this Agreement and protection under such other arrangement. So long as he continues to be protected under the arrangement which he so elects, he shall not be entitled to any protection or benefit (regardless of whether or not such benefit is duplicative) under the arrangement which he does not so elect; provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of his protective period under that arrangement. There shall be no duplication or pyramiding of benefits to any employees, and the benefits under this Agreement, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits; and provided further, that an employee who elects protective benefits from another agreement shall still be subject to the provisions of the second paragraph of Section 1(b) and Section 3(b), above. An employee who is eligible for protection under more than one agreement must make his election within 60 days after he is furnished the amount he is guaranteed under this agreement.

Signed at St. Paul, Minnesota this 13th day of January, 1984.

FOR: BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

FOR: BURLINGTON NORTHERN
RAILROAD COMPANY

BY: GENERAL CHAIRMAN

BY: ASSISTANT VICE PRESIDENT
LABOR RELATIONS

MEMORANDUM OF AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

This agreement is to amend BLE Implementing Agreement No. 2 to provide for the revision of the North Kansas City Zone and St. Joseph Zone of the Nebraska Seniority District to the extent provided below:

1. The following zone descriptions are agreed upon:

KANSAS CITY ZONE NO. 1

Embraces all yard service at Kansas City-North Kansas City and road service on the North Kansas City-Kearney road switcher assignment for which Kansas City Zone No. 1 will be the source of supply. This includes former Kansas City Terminal and portion of West Hannibal Seniority District.

KANSAS CITY ZONE NO. 2

Embraces all yard service at St. Joseph and road service headquartered out of Kansas City-North Kansas City, Leavenworth, Atchison and St. Joseph for which Kansas City Zone No. 2 will be the source of supply on territory between Kansas City and Omaha via Council Bluffs or Oreapolis; Kansas City and Lincoln via Table Rock; with branch lines Armour-Atchison, East Leavenworth-Leavenworth, Bigelow-Skidmore, Corning-Westboro and Payne-Nebraska City. This includes former St. Joseph and portions of former Omaha, Creston and Wymore Seniority Districts.

2. (a) Although the headquarters (and point of supply) of the two zones is physically located at Kansas City, the zones shall be treated for agreement application purposes as though physically located with a territorial separation (in much the same manner as formerly existed when the St. Joseph Zone was headquartered at St. Joseph, Missouri).

(b) It is agreed that the description of the new Kansas City Zones does not modify prior right seniority as provided in Implementing Agreement No. 2.

3. This agreement supersedes conflicting agreements to the extent of the conflict.

The agreement will become effective simultaneously with the implementation of the Lincoln-Kansas City intraseniority district service agreement. It shall thereafter remain in effect until changed in accordance with the amended Railway Labor Act.

Signed at St. Paul, Minnesota, this 13th day of January, 1984.

For: BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

For: BURLINGTON NORTHERN
RAILROAD COMPANY

By: General Chairman

By: Assistant Vice President
Labor Relations