

MEMORANDUM OF AGREEMENT

BETWEEN

BURLINGTON NORTHERN RAILROAD COMPANY

AND

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

Under the provisions of Article VIII of the 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 the Portland, Oregon/Vancouver, Washington, consolidated terminal and Pasco, Washington, subject to the following provisions.

Section 1

The home terminal will be the Portland/Vancouver consolidated terminal and the away-from-home terminal will be Pasco. Wishram shall not be a terminal for engineers working or deadheading in this service and the terminal release rule (presently SP&S Rule 11) shall not apply to them at Wishram. Except as otherwise specified in this Agreement, existing pool crew agreements and understandings shall apply.

Section 2

- (a) A pool of engineers (hereinafter sometimes referred to as "long pool engineers") will be established and maintained, as hereinafter provided, at Portland/Vancouver consolidated terminal to protect this intraseniority district service.
- (b) The present arrangement for the use of engineers (who are categorized as "short pool engineers") headquartered at Wishram who protect such service between Wishram and Pasco and between Wishram and Bend, may be maintained, subject to the mileage regulation agreement. Such short pool engineers will rotate among themselves, separated entirely from the long pool engineers.

Section 3

- (a) The long pool of engineers, assigned to protect this intraseniority district service, shall be subdivided and used as follows for eastbound trips:

- (1) Four of the long pool engineers shall be assigned to a preference pool to operate the first train originating at Portland/Vancouver (destined Pasco) or after 5:15 a.m. If such a train is not operated within eight hours thereafter, the engineer who would have been entitled to be called for it will have preference to the first Pasco-bound deadhead or service call for a long pool crew.
 - (2) Four of the long pool engineers shall be assigned to a preference pool to operate the first train originating at Portland/Vancouver (destined Pasco) at or after 5:15 p.m. If such a train is not operated within eight hours thereafter the engineer who would have been entitled to be called for it will have preference to the first Pasco-bound deadhead or service call for a long pool crew.
 - (3) The balance of the long pool engineers headquartered at Portland/Vancouver shall be assigned initially to another pool to operate all other trains in unassigned through freight service between Portland/Vancouver and Pasco.
- (b) The engineers assigned to the three freight pools under the provisions of Paragraphs (a) (1), (a) (2) and (a)(3) above, will rotate (each pool separately) among themselves first-in/first-out at Portland/Vancouver (subject to the restoration-of-turn provisions contained in this Agreement).

Section 4

- (a) If no engineer (assigned to these pools) is available for a service or deadhead call at Portland/Vancouver to which the particular pool is entitled, an extra engineer will be called and used. Such extra engineer will be treated as though he was an assigned long pool engineer until he returns to Portland/Vancouver.
- (b) (1) The number of engineers to be assigned to these pools will be regulated on the basis of assigning a sufficient number of engineers so they will average between 3600 and 4100 line miles per month, unless otherwise agreed to locally.
- (2) For the purpose of adjusting the number of engineers' turns in these freight pools, only the line mileage for road trip service shall be used. Within 5 days following the close of the semimonthly pay period, the Carrier shall furnish the involved Local Chairman a semi-monthly report showing line miles run by engineers in these pools. Line miles, both working and deadheading, will be treated as equals for regulation purposes.

Section 5

- (a) Engineers in all three of these long pools that work or deadhead into Pasco (i.e. the 2 sets of engineers in the preference pools and in the other long pool) will be intermingled upon arrival at Pasco and will be called for service and/or deadheading to Portland/ Vancouver on the basis of their last order of call at Portland/Vancouver (on-duty or report-for-deadhead times), subject only to their availability and the requirements for the rest.
- (b) At Pasco, if one of these engineers is to be called to deadhead on the same train on which another engineer is to be called to work, and one of them is not rested, the rested engineer will operate the train and the other engineer will deadhead. (If both engineers are rested, the first-out engineer is to deadhead and the second-out engineer to operate the train.)
- (c) Upon arrival at Portland/Vancouver, engineers in all three of these long pools will be marked up on their respective pool list in the order of their last order of call at Portland/Vancouver (on-duty or report-for-deadhead time).
- (d) At Portland/Vancouver if the first-out engineer is not rested under the Hours of Service Act, the next following long pool engineer who is rested will be used. No "runaround" penalty will be due when this occurs.
- (e) At either of the two terminals, if possible when no other trains would be delayed thereby, the first-out engineer's call may be held up for as long as 30 minutes so that he may obtain full rest and depart in his proper standing.
- (f) Engineers assigned to all three of these long pools may be called to go on duty (or report for deadheading) at either Portland or Vancouver yard (or at the passenger stations when called to deadhead via passenger trains) for an eastbound working (or deadhead) trip. However, if they do not work or deadhead via freight train back to the same yard on their return trip, they will be promptly furnished transportation to the on/off duty point at the yard at which they commenced their last eastward trip and a working engineer will compute his final terminal delay until arrival at that off-duty point.
- (g) There shall be no "runaround" penalty due for departing the terminal in other than order of call. This refers to so-called "terminal runarounds" and not to "board runaround" (the latter, subject to exceptions contained in this Agreement, will be allowed under the provisions of Schedule Rule 46).

Section 6

(a) The mileage to be paid these long pool engineers for working between Portland/Vancouver and Pasco will be as follows, depending upon the yard at which they obtain their eastward-bound train.

- (i) Portland to Pasco, 234 miles
- (ii) East St. Johns to Pasco, 227 miles
- (iii) Vancouver to Pasco, 224 miles

The mileage to be paid from or to other points within these terminals will be agreed upon locally (but operating their train to and from a foreign line yard is covered by Paragraph (c) of this Section).

All such miles will be paid at the rate applicable to the first 100 miles.

- (b) The mileage to be paid these engineers for working westward from Pasco to Portland/Vancouver (because of the application of the final terminal delay rule) shall be 224 miles in all case, at the rate applicable to the first 100 miles.
- (c) When one of these engineers delivers his inbound train to a foreign line yard he will not be paid additional miles (instead, his final terminal delay is computed until he ties up at his regular on/off duty point). When one of these engineers obtains his train and departs from a foreign line yard, he will be entitled to the additional train miles, if any, commencing at the foreign line yard (but the computation of initial terminal delay ceases when the train commences its departure from that foreign line yard, subject to the application of Section 8(h))
- (d) Long pool engineers deadheading in either direction between Vancouver and Pasco by train will be allowed 224 miles and between Portland and Pasco they will be allowed 234 miles, both at the appropriate deadhead rate of pay. All such miles to be paid at the rate applicable to the first 100 miles. When deadheading via other than train, they will be allowed actual miles traveled.

Section 7

Extra engineers will fill vacancies on these long pools and the engineers assigned to these long pools will lay off and report at the pool's home terminal, except in cases of sickness or other personal emergency. If a regular engineer lays off account sickness or other personal emergency at the away-from-home terminal, the vacancy will be filled by using the demoted engineer on the crew if there is one; if none, use the senior rested demoted engineer who is available at that point who is assigned on another crew in the long pool' if none, use the first out extra engineer at the vacancy point (and then deadhead him back to his home Extra Board point).

Section 8

- (a) Engineers (including demoted engineers) who are assigned to this long pool crew service will not be used in other engineer service except when there is no other qualified engineer (including demoted engineers) who is headquartered and available at that source of supply for the other service. If it is necessary to use a demoted engineer to protect a long pool vacancy at the home terminal of these assigned long pool crews:
- (1) use the demoted engineer assigned to the turn on which the vacancy exists;
 - (2) if none, use the senior rested and available demoted engineer assigned to another long pool crew, and
 - (3) if none, use the senior rested and available demoted (Portland/Vancouver-Wishram zone) engineer who is assigned in yard service at that vacancy point.
- (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 pool turn.
- (c) Long pool engineers called in this intraseniority district service will not be tied up between 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 and 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 straightaway mileage terminal to terminal) or hours if greater, and the engineer shall be restored to first out position (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 engineer 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 crews 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) Long pool engineers that are tied up under the Hours of Service Law, and if to be relieved by another road crew, the relief crew will be furnished in a manner as agreed to locally.
- (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 based 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 at Portland/Vancouver or Pasco, 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 8/1/80 apply at Pasco.
- (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) 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.
- (i) When a long pool engineer qualified for any payment under Schedule Rule 28(a), captioned "Train Abandoned", he will continue to stand first out in either case mentioned therein. When he has performed some service or has been called or released under that rule and is returned to the first out position, he will not be called for service again until he is 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 engineer (s) 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 eight hours rest before being subject to another call)

(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 so long as they work to their objective terminal, consistent with Section 16(a) of this Agreement.

Section 9

(a) When an engineer is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation between the reporting or relief point and the normal on/off duty point.

NOTE: Suitable transportation includes Carrier owned or provided passenger-carrying motor vehicles or taxi, but excludes other forms of public transportation.

(b) Normally, engineers working or deadheading via freight train in this long pool crew service will not be permitted to stop their train for the purpose of taking a meal but, instead, will be allowed \$3.85.' 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 \$3.85 allowance. If the meal allowance of \$3.85, now provided for in the National Agreement pertaining to expenses away from home is subsequently increased, the amount provided for in this paragraph will be increased to the same extent.

Section 10

(a) Suitable lodging (as defined in BN Labor Agreement 8/1/80) shall be provided at Pasco for long pool engineers in the service. 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 time 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 the 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 deadheading, 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 crew 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 a long pool engineer 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 by him which results in his 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 terminals 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 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 of the train.

Section 13

(a) Engineers will be furnished lockers and adequate wash room facilities at Portland/Vancouver. Present locker arrangement at the

Pasco lodging facility is satisfactory. Present lockers now in use at Portland/Vancouver are satisfactory. New lockers purchased in the future, will be at least 21" x 18" x 72" unless otherwise agreed locally.

(b)The foregoing 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 service, 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 list 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 in 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 straight-away or turnaround with more than one crew (on a continuous-time or mileage basis) and without regard to the terminal release rules except at Portland/Vancouver and Pasco.

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 the conditions provided for in this agreement those provisions

will supersede the provisions of this agreement.

Section 16

(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 SP&S Railroad or this Carrier, and the Merger Protection Agreement as implemented between the Carrier and the Brotherhood of Locomotive Engineers.

(b) This intraseniority district service may be inaugurated upon 30 days advance written notice by the Carrier.

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

Signed at Ft. Worth, Texas this 13th day of June, 1985.

FOR: BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

FOR: BURLINGTON NORTHERN
RAILROAD COMPANY

BY:

BY:

General Chairman

Director-Employee Relations

BY:

Assistant Vice President
Labor Relations

SIDE LETTER NO. 1

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniority District freight service between Portland-Vancouver and Pasco.

During our discussions it was agreed that with regard to Section 4 (b),(1) of the agreement, the BLE Division at Portland-Vancouver may index the mileage regulation figures specified to the extent desired to offset the loss of earnings attributable to the increase in the basic day occurring as a result of Article IV, Section 2 of the Award of Arbitration Board No. 458 and related provision of Public Law 102-29. It is understood that the decision to index mileage is left to the sole discretion of the BLE Division at Portland-Vancouver (as expressed through and by the BLE Local Chairman) subject only to the limitations as set forth below.

The mileage range as specified in Section 4(b),(1) may be increased from the existing 3600 to 4100 miles per month up to, but not to exceed, 4126-4626 miles per month. It is intended that the pool will be regulated to provide an average falling within this range.

Except as specifically noted above the provisions of Agreement BN 4/24/81 OPS 36-81 shall be applicable.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 2

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniarity District freight service between Portland-Vancouver and Pasco.

During our discussions it was understood that Section 4(b),(2) of the agreement would be amended so as to provide that for the purpose of mileage regulation, deadheads in the ID pool would be counted as 100 miles instead of the actual mileage as written. This is in recognition of the provisions of Article VI of the Award of Arbitration Board No. 458.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 3

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniarity District freight service between Portland-Vancouver and Pasco.

This will confirm our understanding with regard to Section 6 of the agreement and amending paragraph (a) thereof to provide that Engineers working between Vancouver and Pasco and visa versa will be paid 224 miles at appropriate basic day and overmile rates; Engineers working between any other location in the consolidated Portland-Vancouver BN terminal and Pasco and visa versa will be paid 234 miles at appropriate basic day and overmile rates.

Paragraph (b) is amended to read:

All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that date. Weight on drivers additives will apply to mileage rates calculated in accordance with this provision.

Pursuant to Article V of the Award of Arbitration Board No. 458, Paragraph (c) would no longer have application.

With regard to Paragraph (d), it was further understood that payments for deadheading will be in accordance with the provisions of Article VI of the Award of Arbitration Board No. 458.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 4

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniorty District freight service between Portland-Vancouver and Pasco.

During our discussions it was understood that there would be one designated place where Engineers would go on and off duty at Portland-Vancouver and at Pasco.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 5

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniority District freight service between Portland-Vancouver and Pasco.

In recognition of the fact that Engineers assigned to this service may continue to reside at Wishram while working in service, excluding extra board, headquartered at Portland-Vancouver, it is agreed:

For a period not to exceed six (6) months from the date on which the service established by this agreement is implemented, Engineers who were headquartered at Wishram as of October 5, 1993, who have not changed their residence from Wishram, and who are regularly assigned in service headquartered at Portland-Vancouver will be given, as nearly as practicable, a three (3) hour "on-duty" call for duty for service at Portland-Vancouver. Once having received the call as provided herein, an Engineer will be considered to be on duty and under pay at the time for which ordered to report unless the engineer is notified before leaving the place where call was received that the call has been broken or changed to a later time.

It was further understood that for the same six (6) month period, engineers who were headquartered at Wishram as of October 5, 1993, who own a residence thereat and who are assigned to the extra list at Portland-Vancouver would be allowed to avail themselves to company provided lodging at Portland-Vancouver. Such extra board engineers are not entitled to the three (3) hour "on-duty" call. The parties agree to meet prior to the expiration of the six (6) month period to determine if it is necessary to continue the provisions of this side letter.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 6

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniorty District freight service between Portland-Vancouver and Pasco. Section 7 of the agreement is amended in its entirety to read as follows:

Except as otherwise provided extra engineers will fill vacancies on these long pools. Engineers assigned to the long pool turns will lay off and report at the home terminal (Portland-Vancouver), except in cases of sickness or other personal emergency. If an engineer in this pool 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 engineer standing next out at the away from home terminal in this pool. Whenever an engineer is shoved up in accordance with this paragraph an extra list engineer from the extra board at Portland-Vancouver is to be called and deadheaded to the opposite terminal to fill the vacancy created by the engineer(s) shoved up.
- (2) If the extra board is exhausted use the senior demoted engineer at Portland-Vancouver.
- (3) If none, use the senior rested demoted engineer available at the vacancy point who is assigned on another turn in the same pool.

NOTE: When engineers are moved up within the pool to fill vacancies as set forth above, it is understood that said engineer(s) will not carry more than one (1) turn with them, i.e., no "paper deadheading". It is further understood that engineers moved up will be restored to their proper position (as formerly held) upon arrival at the home terminal and will be paid the earnings of the trip or the amount s/he would have earned had s/he remained on their own turn, whichever is greater.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 7

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniority District freight service between Portland-Vancouver and Pasco.

During our discussions it was understood that all payments for penalties in this agreement providing for 100 miles will, in recognition of the provisions of Article IV, Section 2 Award 458 and PL 102-29, respectively, be at the appropriate basic daily mileage in effect on the date of the occurrence giving rise to a particular claim.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 8

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniarity District freight service between Portland-Vancouver and Pasco.

During our discussions it was understood that the "83.85" as referred to in Section 9(b) will be changed to \$5.00.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 9

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniarity District freight service between Portland-Vancouver and Pasco.

During our discussions with regard to Section 12 of the agreement it was understood that engineers who are required to deadhead by freight train from the away from home terminal would have the opportunity to take rest (8 hours) prior to commencing the deadhead.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 10

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniority District freight service between Portland-Vancouver and Pasco.

(a) In recognition of the reduced earnings resultant from the current rules governing deadheading as contained in Article VI of Arbitration Award No. 458, this provision recognizes and conveys the right to enter into an agreement between the BLE Local Chairman and the designated Carrier officer, on behalf of engineers working in the pool established by the above captioned agreement, to provide that when an engineer has deadheaded a specified number of times, said engineer may, upon request, be allowed to move ahead in the pool. An agreement covering this subject matter shall specify the number of deadheads which must be accumulated to become eligible for recovery and the number of positions an engineer may be moved up or agreed upon placement in the pool to effect recovery. No additional cost shall accrue to the Carrier as a result of this provision.

(b) In the event the Local Chairman and the local Carrier officer are unable to consummate a mutually acceptable agreement to implement specific provisions relative to paragraph (a) above, avoidance of multiple deadheads by the same engineer in a given pay period will be in accordance with the provisions in the paragraph which follows.

An engineer which has already performed a terminal to terminal deadhead during the current payroll period will not be called for a subsequent deadhead during the same payroll period if there is another engineer with the same home terminal available which has not performed a terminal to terminal deadhead during the current payroll period. The involved engineers will be restored to their relative position(s) upon arrival at their home terminal. It is understood that there will be no runarounds generated as a result of this handling and this agreement does not guarantee that any given engineer will not be

required to perform more than one terminal to terminal deadhead during any single payroll period. It is also understood that the Organization may notify the Carrier in writing that the procedures established under this paragraph are canceled, in which case engineers will be called and run in conformity with the first in, first out rotation without regard to the number of deadhead trips performed.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 11

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniarity District freight service between Portland-Vancouver and Pasco.

During our discussions in regard to Section 5(c) of the above captioned agreement it is understood that engineers in this pool who are bypassed at the terminal or enroute by following engineers will be restored to their proper standing upon tie up at the objective terminal. In the event the engineer who was bypassed is not rested for the succeeding call, restoration will be accomplished at the opposite terminal. In the event an engineer is unable to be restored at one terminal or the other, due to not being rested, restoration will be considered to have occurred for that runaround and the engineers involved will establish a new position in the pool.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 12

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniorty District freight service between Portland-Vancouver and Pasco.

During our discussion regarding Section 3 of the above captioned agreement it was understood that the matter of assigned trains would be best handled locally between the Local Chairman and the local Carrier officer and it was therefore our mutual intention to leave disposition of this matter to them. In the event, however, the Local Chairman and the designated Carrier officer are unable to reach agreement, the General Chairman and Labor Relations will meet to discuss and resolve the matter of assignments.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 13

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniarity District freight service between Portland-Vancouver and Pasco.

During our discussions it was understood that engineers in this service will be allowed fifteen dollars (\$15.00) in lieu of lodging at the away-from-home terminal. When such allowance is claimed the engineer will not be entitled to Carrier provided lodging.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 14

June 22, 1994
File: BN 6/13/85 OPS 16-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniorty District freight service between Portland-Vancouver and Pasco.

During our discussions it was understood that engineers in this service will be permitted to advance or delay start of their vacation to the day before or following, respectively, service on an intraseniorty trip, upon notification to the proper officer at the home terminal.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

BN 6/13/85 OPS 17-85
File: EF-86(i)- 2
Portland/Vancouver
Pasco

EMPLOYEE PROTECTION AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In connection with the Portland/Vancouver-Pasco intraseniority district service agreement executed this date,

IT IS AGREED:

1. (a) Every engineer adversely affected directly or indirectly as a result of the implementation of the above-mentioned agreement 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 that agreement 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 agreement is home terminated at Wishram 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, who last service met the assignment qualifications in the preceding sentence (i.e., home terminated at Wishram), 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" engineers (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 agreement if he does not obtain an engineer's position under the above mentioned

agreement at Portland/Vancouver at the first opportunity that his seniority permits him to do so. Any engineer who declines to accept a position at Portland/Vancouver, in seniority order, will then forfeit the protective features of this agreement until such time as he does obtain service under the above mentioned agreement.

(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 purposed of the "period of payment" referred to therein.

(d) (1) 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.

(d) (2) 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 Wishram on the 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 date only because his full-time organization or Carrier position required him to reside elsewhere. The moving provisions are applicable only to moving his household furnishing from Wishram to the home terminal of his engine service assignment.

2. Any engineer home terminated at Wishram as of the date the above-mentioned agreement is 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 above-mentioned agreement 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 Portland/Vancouver shall be considered to be "required" to change his residence if his residence is closer to his present on/off duty point than to this new on/off duty point and that residence is also more than

35 miles from his new on/off duty point at Portland/Vancouver. 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).

(d) 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.

(e) 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.

(f) 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 of 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.

(g) Should controversy arise in respect to the value of the residence and areas, it shall be resolved in accordance with the provisions of Section 11(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 joint 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 Board shall be requested to appoint the 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.

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 above-mentioned agreement, who owned his bona fide residence as of May 16, 1984, 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 intraseniorty 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 his residence as a result of the implementation of the above mentioned agreement, 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 be allowed the sum of \$2,000 in which case the Carrier will have no further obligation with respect to 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 job 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 job 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 Fort Worth, Texas this day of 13th day of June, 1985.

FOR: BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

FOR: BURLINGTON NORTHERN
RAILROAD COMPANY

BY: _____
General Chairman

BY: _____
Director-Employee Relations

BY: _____
Assistant Vice President
Labor Relations

AGREED TO QUESTIONS AND ANSWERS

RESPECTING

PORTLAND-VANCOUVER TO PASCO INTERDIVISIONAL AGREEMENT

QUESTION 1: After an Engineer agrees to accept moving benefits, he cannot find a home to buy or rent. How long may he remain in his home?

ANSWER: The engineer has the choice of deciding when he/she will vacate the property and relinquish title. Until he/she does so, he/she remains responsible for the property and such things as taxes, mortgage payments, etc., and for maintaining the property in the condition in which it was when it was appraised.

QUESTION 2: Will a check be issued when closing on home is completed?

ANSWER: Yes.

QUESTION 3: Will any advance payment be made to an engineer who accepts moving benefits?

ANSWER: No.

QUESTION 4: If an engineer elects to keep his home and accept 25% of the fair market value, how long must he wait for payment?

ANSWER: Usually three to four weeks, at the most, after fair market value has been accepted.

QUESTION 5: Who will pay survey cost for home without buildings set in the middle of more than two acres?

ANSWER: This is a seller's (employee's) expense. The shape of the lot that is to be separated from the larger tract of land must be reasonably shaped so that it is saleable as residential property and there must be access to and from it.

QUESTION 6: What is the test period for computation of earnings guarantees?
So far as an individual is concerned, it is the latest twelve calendar months (immediately preceding implementation of the I.D. Agreement) in which that individual had any earnings. For example: If the Agreement is implemented September 15, 1985, and the individual had any earnings in August 1985, August would be "month #1" and then we would go backward (i.e. July, June, May, etc.) until we find 12 calendar months in which that individual had any earnings: then the earnings in those twelve months would be averaged.

QUESTION 7(a) An engineer, working as such at Wishram immediately prior to implementation, elects to exercise his seniority at some other location on his/her expanded seniority district, rather than remain at Wishram or bid in the Long Pool at Portland/Vancouver (i.e., he/she could hold both). Would he/she be entitled to an earnings guarantee?

ANSWER: No. The second paragraph of Section 1(b) of the Employee Protection Agreement provides that he/she forfeits such protection until he/she does take the Long Pool.

QUESTION 7(b): Would that engineer in question 7(a) be entitled to moving allowance?

ANSWER: No

QUESTION 8(a): An engineer, working as such at Wishram immediately prior to implementation, cannot hold an engineer or fireman assignment in the Long Pool at 'Portland/Vancouver. He/she can hold an engineer assignment at Wishram. He/she elects to exercise his seniority to another location on his/her expanded seniority district, rather than remain at Wishram. Would his earnings guarantee be subject to offset?

ANSWER: Yes, until such time that he/she can hold the Long Pool he/she will be subject to being offset with the earnings of the highest rated engineer assignment that he/she can hold at Wishram, Portland/Vancouver and at the place to which he/she has exercised seniority. At the first time that he/she can hold that Long Pool the protection is forfeited until he/she does so:

QUESTION 8(b): Would that engineer, in Question 8(a), be entitled to a moving allowance?

ANSWER: No. However, if he/she could only hold a fireman assignment at Wishram and he/she exercises seniority to an engineer assignment elsewhere, the answer is "Yes."

QUESTION 9(a): An engineer, working as such at Wishram immediately prior to implementation cannot hold an engineer assignment in the Long Pool at Portland/Vancouver or at Wishram. He/she can hold a fireman assignment at both places. If he/she elects to exercise his/her seniority to a (any) fireman assignment at Portland/Vancouver, would he/her earnings be subject to offset?

ANSWER: Yes, but only to the highest rated engineer or fireman assignment that he/she could hold at Portland/Vancouver.

QUESTION 9(b): What if that engineer, in Question 9(a), elected to exercise his/her seniority at Wishram. Would he/she then be subject to offset?

ANSWER: Yes. He/she would be subject to offset of the earnings of the highest rated engineer or fireman assignment that he/she could hold at Portland/Vancouver and Wishram.

QUESTION 9(c): What if the engineer in Question 9(a) later exercises his/her seniority back to Wishram?

ANSWER: Since this was voluntary, he/she could be offset by the highest rated assignment he/she could hold at either place (but if it was a forced assignment back to Wishram, he/she could be offset only be the higher rated assignment he/she could hold at Wishram).

QUESTION 9(d): What if the engineer in Question 9(a) elected to exercise his/her seniority to another location on his/her expanded seniority district?

ANSWER: The answer to Question 7(a) also applies here

QUESTION 10: An engineer at Wishram cannot hold an engineer or fireman

assignment in the Long Pool at Portland/Vancouver or an engineer or fireman assignment at Wishram and, therefore, is forced to another location. Subsequently, he can hold an assignment at Wishram, but elects not to return. Would the assignments at Wishram be used to offset his earnings guarantee?

ANSWER: No. Since he/she was forced to locate to a different zone or location (outside the Portland/Vancouver-Wishram Zone) he/she would only be subject to offset by the earnings of the highest rated assignment that individual could hold at that new location or zone.

QUESTION 11: An engineer at Wishram accepts the moving benefits and is transferred to another location. Subsequent to the transfer, he elects to return to Wishram. Must he reimburse the Carrier for his moving allowance?

ANSWER: No. However, an engineer accepting 25% of fair market value may not voluntarily return to Wishram for a period of 8 months from the date of receiving the 25% allowance.

QUESTION 12: Can a fireman working as such at Wishram before and after implementation be force-assigned to another terminal on the expanded seniority district to work as engineer under the Merger Agreements?

ANSWER: Yes. Those Agreements, as well as applicable schedule rules, still apply unless there is a conflict with a specific provision in these ID Agreements.

QUESTION 13: An engineer working as such at Wishram immediately prior to implementation, who can hold an engineer or fireman assignment in the Long Pool, elects to remain as fireman at Wishram (cannot hold an engineer assignment there) but later bids or bumps onto an engineer or fireman assignment in the Long Pool. Will he/she be entitled to a moving allowance?

ANSWER: Yes, but subject to the 3-year limitation.

QUESTION 14: An engineer accepts a moving allowance to Portland/Vancouver. He/she can no longer hold a turn as an engineer in the Long Pool. Can he/she return to Wishram as an engineer without being offset by other engineer assignments that he/she could hold at Portland?

ANSWER: No. After receiving a moving allowance to Portland, he/she is expected to exercise his/her seniority at Portland as an engineer and/or fireman. He/she may exercise seniority to other engineer assignments at Portland and not be offset by higher rated engineer assignments at Wishram. Likewise, if unable to hold any engineer assignment at Portland, he/she may exercise his/her fireman seniority into the Long Pool and not be subject to offset by engineer or fireman assignments at Wishram.

QUESTION 15: Who is "immediately certified" as a result of implementation of interdivisional service?

ANSWER: All engineers as stated in Section 1(b) of the Employee Protection Agreement. Exception: engineers who voluntarily exercise seniority into Wishram (from other locations) subsequent to April 15, 1985, will not be "immediately certified". Whether or not such "newcomers" are "adversely affected" by implementation will be determined on the basis of the applicable facts in their individual situation.

Signed at Fort Worth, Texas this 13th day of June, 1985.

FOR:
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

FOR:
BURLINGTON NORTHERN
RAILROAD COMPANY

BY:

BY:

General Chairman

Asst. Vice President
Labor Relations

SIDE LETTER NO. 1

June 22, 1994
File: BN 6/13/85 OPS 17-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned protective agreement and related Interseniarity District freight service between Portland-Vancouver and Pasco.

During our discussion regarding Section 1(b) of this agreement it was recognized that due to the extended period of delay between the date of the agreement and the actual implementation, it was understood that it would be necessary to change the first sentence of said paragraph to read:

"Every engineer who as of 12:01 AM October 5, 1993 was home terminated at Wishram will be considered to be immediately certified as adversely affected as of that date, subject to the following conditions."

It was further understood that the date (May 16, 1984) as contained in Section 4(a) of the above captioned agreement would be amended to read "**October 5, 1993**".

In recognition of our understandings herein, the date (April 15,, 1985) as contained in Question and Answer 15 of the AGREED TO QUESTIONS AND ANSWERS signed June 13, 1985 is hereby amended to read "**October 5, 1993**".

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 2

June 22, 1994
File: BN 6/13/85 OPS 17-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned protective agreement and related Interseniarity District freight service between Portland-Vancouver and Pasco.

During our discussions the subject of comparable housing allowances was considered. In order to resolve the matter, and to develop the necessary comparison, it was necessary to first determine the difference between the average cost of real estate at Wishram and the average cost of real estate at Portland-Vancouver. We agreed to issue instructions to a team of certified real estate appraisers to make comparisons between the cost of housing at Portland-Vancouver and Wishram. It was determined that the cost of housing at Portland-Vancouver exceeds the cost of housing at Wishram by the average of .seventy (70) percent. It is evident that an allowance to assist in offsetting the cost of obtaining comparable housing at Portland-Vancouver would be an appropriate item to include as part of this agreement. The following will confirm our understanding on the subject:

1. To share and assist in offsetting the cost of obtaining housing in the Portland-Vancouver area the Carrier will provide a monetary allowance to eligible employees. The housing allowance will be an amount equal to 35% of the appraised value of the employee's home, but shall not be an amount less than \$10,000 or exceed the amount of \$20,000.
2. The following are examples of application of this understanding.

EXAMPLE 1:

If the employee's home is appraised at \$45,000, the employee would be entitled to a \$15,750 housing allowance (\$45,000 X 35% = \$15,750).

EXAMPLE 2:

If the employee's home is appraised at \$70,000, the employee would be entitled to the \$20,000 maximum payment.

3. In order to receive a housing allowance, the employee must first apply with the Carrier for relocation benefits by filing form 12602E (Scheduled Employees Transfer Notice). The housing allowance will be paid immediately after the appraised value of the employee's home has been determined by the two (2) certified real estate appraisers selected by the employee from the list supplied by the relocation company. It is understood that the employee will be required to eventually relocate to the Portland-Vancouver area in order to retain the housing allowance.

4. The housing allowance shall be paid in addition to the moving, real estate and all other protective benefits to which employees are entitled under the terms of this agreement.

5. Employees who reside in Wishram and are currently employed on regular or extra assignments at Bend, OR that may be abolished in the future, will be entitled to the provisions of this side letter, if otherwise qualified.

6. The parties recognize that there are unique circumstances associated with the real estate and housing which relate exclusively to the situation existing between Wishram and Portland-Vancouver. It is understood and agreed that neither party would refer to this agreement, in any forum, as being representative of acceptable terms and conditions for payment of comparable housing allowances in connection with any other existing or proposed interdivisional service.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 3

June 22, 1994
File: BN 6/13/85 OPS 17-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned agreement and related Interseniority District freight service between Portland-Vancouver and Pasco.

During our discussions of this agreement it was agreed that if an employee lost time as a result of conducting union business and was entitled to protection as a result of the implementation of this interdivisional service, such time would be counted in the computation of their test period and protection rates under this agreement. It further was agreed that the Organization would provide the Carrier a record of the lost earnings of such employees.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

SIDE LETTER NO. 4

June 22, 1994
File: BN 6/13/85 OPS 17-85

Mr. D.L. McPherson
General Chairman
Union Depot Place, Suite 3
214 E. 4th Street
St. Paul, MN 55101

Dear Mr. McPherson:

This refers to our discussions of this date concerning the above captioned protective agreement and related Interseniority District freight service between Portland-Vancouver and Pasco.

During our discussions it was understood that if subsequent to the implementation of the interdivisional service between Portland-Vancouver and Pasco, the Carrier changes its operation at Wishram so as to reduce the need for Engineers thereat. Engineers who were headquartered at Wishram as of October 5, 1993 and who are adversely affected by the changed operation will be entitled to the protective benefits, including the housing and relocation benefits, as set forth in the agreement OPS 17-85 of June 13, 1985 and the Side Letters applicable thereto, provided: s/he elects to take service at another location on the seniority district within three (3) years of the such adverse affect, and s/he actually moves.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below:

Sincerely,

I Concur:

D.J. Kozak
AVP-Labor Relations

D.L. McPherson
General Chairman

Burlington Northern Railroad

Portland Division
Corridor Operations

1313 West 11th Street
Vancouver, Washington

April 7, 1995

Mr. R. B. Dunn,
Local Chairman BLE
18312 N.E. 3rd Street
Vancouver, WA 98862

Mr. J.E. Clark,
Local Chairman BLE
638 Brentwood Drive
The Dalles, OR 97058

In our recent discussions of train service between Vancouver and Pasco, Washington, following the implementation of interdivisional service, we reviewed service requirements in this corridor. We discussed how we might best meet the needs of our customers, while, at the same time, improve working conditions for train service employees.

As a result of those discussions, we have agreed to the following implementations:

The crews operating the assignments in Vancouver - Pasco interdivisional service (currently trains 002/691, 620/665, and 884/011) will have established on-duty times, with crews called to run or deadhead within four (4) hours of the established on-duty time.

The Rabanco garbage train (currently trains 675/676) interdivisional agreements between Vancouver and Pasco will have an established on-duty time. Crews will be called to run or deadhead within twelve (12) hours of the established on-duty time. The two crews in this assignment start on alternate days, departing the away-from home terminal Pasco, as nearly as possible upon completion of their rest.

The Rabanco garbage train (currently trains 677/678) five-day turn-around assignment between Vancouver and Roosevelt will have established on-duty times, with crews to be called to run within twelve (12) hours of the established on-duty time. The crew will be allowed fifteen (15) miles at the basic daily rate of pay in Lieu of a meal period and any claim for switching at Roosevelt.

Assignments between Vancouver and Wishram; Wishram and Bend; and Wishram and Pasco (currently trains 671, 681, and 882) will also have established on-duty times, with crews to be called to run or deadhead within six (6) hours of the established on-duty time.

Assigned crews deadheaded in interdivisional service will be paid the line mileage of the assignment. Payment will be allowed for overtime after twelve hours on duty.

Assigned crews called to deadhead will be so advised in the calling window, although their deadhead departure time may be outside the window. Crews not called to run or deadhead from Pasco within the window of their assignment will be deadhead after eighteen (18) hours from tie-up. Held-away will commence after 16 hours. If an assignment is annulled, or not called for work or deadhead service within the window, the crew will be paid as if run.

The job bulletins for these assignments will be in accordance with applicable 700 rules.

This implementation is a local arrangement. It will not be referred to by either party under any circumstances in any other case; nor utilized to progress claims beyond the local level.

Any party signatory may cancel this local agreement upon ten (10) day written notice to the other. Prior to serving a cancellation notice, however, local management and/or the local chairmen signatory will request a meeting to attempt resolution.

Schedule rules and agreements, including those provided in National agreements and the interdivisional agreement for service between Vancouver and Pasco, are applicable, subject to the exceptions and limitations noted above. In the event of cancellation of this local agreement, any modifications provided herein would cease.

Please signify your understanding by affixing your signature in the space provided below; retaining one copy of this local agreement for your files.

Sincerely,

R. Read Fay, Divn. Superintendent

T.N.Bissen, Divn. Superintendent

AGREED:

R.B. Dunn, Local Chairman BLE

J.R. Clark, Local Chairman, BLE

Letter of Understanding
Regular Assignments

Attachment #2

Confirming our discussions of February 17, 1995, and prior meetings, established on duty and the windows within those on duty will be as follows:

Trains	On duty times	Window
002*	0200	0200-0600
664	1230	1230-1630
620	1130	1130-0330
675	2200	2200-1000
677	0500	0500-1700
671	0600	0600-1200 PASCO
671	1100	1100-1700 WISHRAM
672	0500	0500-1100 BEND
672	1400	1400-2000 WISHRAM
682	1100	1100-1900 BEND
681	1300	1300-1900 VANCOUVER
681	1800	1800-0001 WISHRAM
*00250	SUNDAY	0001-0400
	Monday on any train	0200-0600

Memorandum of Agreement

between

Burlington Northern Railroad

and the

Brotherhood of Locomotive Engineers

Division 758

In order to provide a sufficient supply of Locomotive Engineers, consistent with the needs of the carrier, and in order to minimize the impact to engineers' earnings due to major fluctuations in traffic over the extended crew district,

It is agreed:

The following procedures will be used to regulate the Locomotive Engineer positions in the Portland-Vancouver to Pasco Interdivisional Pool:

- 1.) Mileage range as specified in paragraph 3, Side Letter #1 OPS 16-85, is amended to 4326-4626 miles per month,
- 2.) Pool mileage checks will be performed each Monday with the mileage computed for the 15 day period ending on the preceding Sunday (per Rule 601.9)
- 3.) If, as a result of the above mileage check, the pool miles fall within the range specified by 1.) above - NO ADJUSTMENT WILL BE MADE.
- 4.) If, however, the miles fall above or below the above range, the pool will be adjusted using 4500 miles as the regulating figure.
- 5.) Nothing in this agreement shall be construed to supersede or alter any agreement or Side Letter to agreement other than those specified.
- 6.) The Carrier and local BLE representation shall meet to discuss measures to adjust manning levels to meet temporary circumstances.

A ninety (90) day trial period will commence on April 1, 1996, at the end of which this agreement can be renegotiated to correct difficulties encountered by either party.

This agreement is subject to cancellation by either party upon ten (10) days written notice, with the understanding that the parties shall meet to attempt a resolution prior to cancellation.

FOR:
Brotherhood of Locomotive
Engineers - Division 758

FOR:
Burlington Northern Railroad

Local Chairman

Asst. Director - Crew Mgmt

Date: 3/20/96

Brotherhood of Locomotive Engineers

President R.E.Balkowitsch (360)695-1654	Divn. 758	Local Chairman L.C.Lassen (360)256-1553
Vice-President W.T.Pellens (360)695-1654	Sec.-Treasurer Asst. L.E.Weed (360)574-9260	Local Chmn. Asst. Local Chmn. J.L.Sparkman P.J.Delmar (360)696-3048 (360)694-7780
Business Office 612 E.McLoughlin Blvd. Vancouver, WA 98663		Phones Business Office - (360)694-2788 Electronic BBS - (360)694-3276

Brian Kline
Supt. - Crew Calling
2454 Occidental Ave. South
Seattle, WA 98134

Brian,

Due to the fact that a change to the Deadhead Recovery Agreement, between the Burlington Northern Railroad and Division 758 of the Brotherhood of Locomotive Engineers, has not been made as guaranteed in Mid-1995.

And due to general dissatisfaction with the Agreement as now written and applied,

Pursuant to the 10 day cancellation clause in the aforementioned agreement:

Please consider this as your notice of cancellation effective February 7, 1996.

As of that date, Side Letter #10 Section (b) OPS 16-85 is to be considered in effect and will govern Engineers in the Portland - Vancouver to Pasco Interdivisional Freight Pool.

(i.e. "An engineer which has already performed a terminal to terminal deadhead during the current payroll period WILL NOT BE CALLED for a subsequent deadhead during the same payroll period")

This cancellation is not meant to construe an unwillingness of the organization to discuss an alternate recovery arrangement at some point in the future.

Sincerely,

Lance Lassen
Local Chairman, BLE Div. 758

CC: DL McPherson - GC, St. Paul
RR Fay - Supt. Oregon Division, Vancouver
File