
Collective Agreement

between

The Burlington Northern and Santa Fe Railway Company

and

Brotherhood of Maintenance of way Employes

Begins:
09/01/1982

Terminates:
12/00/2002

13181 (01)

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GLOSSARY OF TERMS

PRODUCTION GANG

For the purposes of this Agreement, a production gang or crew is defined as a mobile, and mechanized gang consisting of ten (10) or more employees. [9/26/99 National Agreement, Article XVI, Section 1]

Note: *-Production crews include locally based supporting BMW forces. (See Rules 26 C and 27 D) [7/29/91 Imposed Agreement]

Sickles Gangs

Sickles Gangs are heavily mechanized and mobile, continuously performing specific programmed, major repair and replacement work, utilizing a substantial number (no less than twenty) of employees.

REGIONAL AND SYSTEM-WIDE GANGS

For the purposes of this Rule, System/Region Production Gangs are heavily mechanized and mobile, continuously performing specific programmed (as is identified in Carrier's written notice), major repair and replacement work, on two or more seniority districts, utilizing a substantial number (no less than twenty) of employees. [9/26/96 National Agreement, Article XVI, Section 2]

REGIONAL AND SYSTEM-WIDE INTER-RELATED GANGS

Crews that have an actual and continuing reasonably related working interrelationship with the main production crew, throughout the term of the programmed work, and for the duration of the program, are also considered to fall within the definition as long as they are programmed for that purpose, and do perform that pre-programmed work rather than strictly "local" work. [Sickles Award, 6/15/92]

ADEQUATE OFF-HIGHWAY PARKING

Adequate 'off highway' parking site must be accessible by automobile and must be of sufficient size to accommodate all the required number of vehicles completely off the highway, and that the parking area and the access to the parking area should not subject employees' vehicles to unreasonable risks of damage due to road or parking area conditions or to theft or of loss by other means or of becoming immobilized as the result of the road or parking area surfaces. The carrier is required to ensure, within the realm of reasonableness, that that vehicle is not subject to conditions that would damage the vehicle or subject the employee to personal risk. [7/29/91 Imposed Agreement, Article VIII, CIC #5]

JOB SITE WASH ROOM FACILITY

Wash room facilities sufficiently proportionate for the crew size includes tepid water, sanitary soaps [and/or solvents] and toweling adequate for the number of employees. Employees are entitled to have an opportunity, prior to their established meal period, to wash their hands before eating at the work site. [7/29/91 Imposed Agreement Article VI, CIC #10]

This glossary is intended as a reference to common terms, but is not intended to supercede contractual definitions.

RULE 1. SCOPE

A. These rules govern the hours of service, rates of pay and working conditions of all employees not above the rank of track inspector, track supervisor and foreman, in the Maintenance of Way and Structures Department, including employees in the former GN and SP&S roadway equipment repair shops and welding employes.

B. The Maintenance of Way and Structures Department as used herein means the Track Sub-department, the Bridge and Building Sub-department, the Welding Sub-department, the Roadway Equipment Sub-department and the Roadway Machinery Equipment and Automotive Repair Sub-department of the Maintenance of Way Department as constituted on date of consummation of this Agreement.

C. This Agreement does not apply to employees in the Signal, Telegraph and Telephone Maintenance Departments, nor to clerks. The sole purpose of including employes and sub-departments listed herein is to preserve pre-existing rights accruing to employes covered by agreements as they existed under similar rules in effect on the CB&Q, NP, GN and SP&S railway companies prior to date of merger; and shall not operate to extend jurisdiction or Scope Rule coverage to agreements between another organization and one or more of the merging companies which were in effect prior to the date of merger.

RULE 2. SENIORITY RIGHTS AND SUB-DEPARTMENT LIMITS

A. Rights accruing to employes under their seniority entitles them to consideration for positions in accordance with their relative length of service with the Company, as hereinafter provided.

B. Seniority rights of all employes are confined to the sub-department in which employed, except as otherwise provided in this Agreement.

RULE 3. SENIORITY NEW EMPLOYES

A. An applicant for employment will be required to fill out and execute the Company's application forms and pass required physical and visual examinations, and his employment shall be considered temporary until application is approved. Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the Company must be declined in writing to the applicant. In the event applicant gives false information, the Company will have the right to disapprove such application after the sixty (60) calendar day probationary period has expired if the information involved was of such a nature that the employe would not have been hired if the Company had timely knowledge of it.

B. When new employes enter the service, if their work is satisfactory and application for employment is not declined within sixty (60) calendar days, their names shall then be listed on the seniority roster with a seniority date as of the date of first paid service, except as provided in Sections C and E of this rule. Two or more employes entering the service in the same rank on the same date will be shown on the roster on the basis of their attained ages, with oldest employe listed first.

C. When new employes enter the service to a position subject to bulletin in a sub-department other than the B&B Sub-department, the employe will establish a seniority date as sectionman on Roster 1, Rank C of the Track Sub-department. New employes entering the service in the B&B Sub-department will establish a seniority date as B&B Helper on Roster 1, Rank E of that sub-department. Individuals entering the service as cooks will establish seniority date as a cook only. To establish seniority in other ranks or rosters, the employe must be assigned to the position by bulletin as per Rule 4 C.

D. Newly hired employes assigned to System/Region Gangs will be given the option of establishing seniority dates on the seniority district where they commenced working or on the district where they reside. Newly hired employes have sixty (60) calendar days from the date of hire to make an election. [Terms and Conditions 2(c) and Letter of Agreement 3/9/94, Question 9]

E. Pending approval of applications for service, employes will hold temporary seniority rights. Employes whose names have been permanently listed on the seniority roster in accordance with Sections B or C of this rule will be considered permanently employed, and shall not thereafter be dismissed on account of unsatisfactory references, other than as provided in Rule 40.

F. An employe who voluntarily leaves the service of the company, shall, on rehiring, be considered a new employe.

G. An employe whose employment relation is terminated (other than furloughed) and who is subsequently re-employed, will not have the days of service performed prior to the date of termination of employment relation calculated in determining the number of accumulated days of service required in the application of Section F or the 60 calendar days under Sections A and B of this rule.

RULE 4. PROMOTION AND SENIORITY OF PROMOTED EMPLOYEES

A. "Promotion" is an advancement from a lower rank to a higher rank on a seniority roster.

B. Promotion shall be based on ability and seniority; ability being sufficient, seniority shall prevail, the Company to be the judge, subject to appeal.

C. When employes are promoted to a higher rank, their seniority in such rank will date from their assignment to a regular bulletined position, either temporary or permanent, provided they are not returned to their former positions within the first thirty (30) calendar days on account of lack of ability to perform the work of the position. This will not include men who have been chosen to fill temporary vacancies which have not been bulletined on account of vacancy of thirty (30) calendar days or less.

D. Two (2) or more employes promoted to the same higher rank on the same date will hold the same relative seniority therein as they held in the rank from which promoted.

E. An employe qualified for and establishing a seniority date in any rank will thereby establish the same seniority date in all lower ranks on the same seniority roster, in the same sub-department in which he has not already established his seniority.

F. A promoted employe will retain his seniority rights in the rank from which promoted.

NOTE: The principle of promotion also applies to transfer of employes between rosters in a sub-department, between positions within a rank, or between sub-departments within a seniority district. See Rule 22 C for exception to retention of seniority in transferring between track and B&B sub-departments.

RULE 5. SENIORITY ROSTERS

A. Seniority rosters of employes of each sub-department by seniority districts and rank will be compiled. Two (2) copies will be furnished foremen and employes' representatives, and foremen will post a copy in tool house and outfit cars, or at convenient places for inspection of employes affected. Copies will also be made available to employes not working under the supervision of a foreman.

B. Seniority rosters will show names, employe numbers, seniority dates, occupations and locations of employes. [Letter of Agreement 4/13/98]

C. Seniority rosters will be revised and posted in March of each year and will be open for correction for a period of sixty (60) calendar days from date of posting. Employes on leave of absence or on furlough at the time roster is posted will be granted sixty (60) calendar days after their return to active service in which to make protest as to seniority dates. Protests on seniority dates for correction will be confined to names added since posting of previous annual roster. Erroneous omission of names from the seniority rosters, or typographical errors on such rosters, may be corrected at any time.

D. On each seniority district as indicated in Rule 6 A, four (4) separate seniority rosters shall be maintained for Track Sub-department employes as indicated below, with separate seniority dates only for each rank contained on the roster: [8/12/99 District Consolidation-Related Agreement, Article E, Attachment 1]

TRACK SUB-DEPARTMENT

Roster 1	
Rank A	Track Inspector, Foreman-General Section Foreman, Maintenance Crew Foreman, Section Foreman, Grouting Crew Foreman, Cropping Crew Foreman, Extra Gang Foreman
Rank B	Assistant Foreman
Rank C	Sectionman, Fire Patrolman, Track Watchman, Track Patrolman, Track Lubricator Maintainer, Tunnel Watchman, Fence and Tile, Gang Laborer, Stock Yard Laborer, Lampman, Yard Cleaner, Car Cleaner, Crossing Watchman, Gateman and Flagman, Extra Gang Man
Roster 2	Truck Driver
Roster 3	Small Machine Operators, Group 5 Machines, Adzing Machine-such as Nordberg CZ, Anchor Applicator-such as Racine AP, Bolt Tightener-such as Raco C Cribbex-such as Nordberg AX Track Gauger-such as Nordberg AT (Dunrite) Cribbing Machine-such as Kershaw 6A-C Tractor mounted self propelled, air compressor-such as LeRoi 125-TA Spike Puller-such as Nordberg AP Spike Driver-such as Nordberg AH Tie Plug Setter and Driver-such as Fairmont W-104 Rail Oiler-such as Fairmont W61-A Tie Borer-such as Raco Creosote Sprayer-such as Fairmont W-71 Multiple Rail Drill (like Hydrotool) Stationary Abrasive Saw, like O'Bear Power Track Jack-such as Nordberg BJ Schramm Pneumatractor Crawlair Truck Mounted Compressor
Roster 4	Track Maintainer [8/12/99 Seniority Districts Consolidation-Related Agreement, Article E, Attachment 1]

Sub-seniority rosters for Sectionmen shall be prepared so that all employes who hold seniority in that classification on each seniority district shall appear on one roster in seniority order, with an appropriate designation to indicate the home sub-district of each employe. Employes with identical seniority dates shall

appear in the same order as provided in Rule 3 B of this Agreement or as is agreed upon locally where no such rosters now exist. A separate column shall be set up on that roster for each home sub-district and the seniority date of each sectionman shall appear only in the column under the home sub-district upon which he holds seniority. The "district rank" column shall constitute the district gang roster, and the district roster for all other classifications listed above which are bulletined or filled on a district wide basis. Such rosters shall be prepared similar to the following example:

**BURLINGTON NORTHERN RAILROAD COMPANY
SENIORITY DISTRICT ROSTER OF SECTIONMEN,
March, 1981**

Names, Etc.,	1 st Sub-Dist Date	2 nd Sub-Dist Date	3 rd Sub-Dist Date	4 th Sub-Dist Date	5 th Sub-Dist Date
1 John Jones Employee # Mpls.	4/18/48				
2 Paul Johnson Employee # Willmar			2/21/49		
3 Howard Smith Employee # Doon					6/01/50
4 Ralph Olson Employee #	2/04/61				
5 Robert White Employee # St. Cloud		6/27/62			
6 Joseph Black Employee # Morris				3/01/66	

E. On each seniority district as indicated in Rule 6 A, five (5) separate seniority rosters shall be maintained for Bridge and Building Sub-department employes as indicated below, with separate seniority dates only for each rank contained in this roster:

BRIDGE OR BUILDING SUB-DEPARTMENT

Roster 1

- Rank A B&B Foreman, B&B Tunnel Foreman, B&B Inspector, B&B Painter Foreman
- Rank B Assistant B&B Foreman, Assistant B&B Painter Foreman
- Rank C B&B Carpenter or Mechanic-1st Class, B&B Shop Carpenter, Painter-1st Class, Tinner
- Rank D B&B Carpenter or Mechanic-2nd Class, Painter-2nd Class, Drawbridge Tender
- Rank E B&B Carpenter or Mechanic Helper, Bridge Watchman, Coal Chute Laborer

Roster 2

- Rank A Water Service Foreman
- Rank B Water Service Assistant Foreman
- Rank C Water Service Mechanic or Pump Repairer, Plumbers, Steamfitter or Pipefitter
- Rank D Water Service Helper (Assistant Pump Repairer)
- Rank E Pumper

- Roster 3 B&B Truck Driver
- Roster 4 Mason, Plasterer, Bricklayer, or Cement Finisher
- Roster 5 Blacksmith, Miner or Powderman

F. In each seniority district as indicated in Rule 6 A, two (2) seniority rosters shall be maintained for Welding Sub-department as indicated below, with separate seniority dates only for each rank contained on the roster:

WELDING SUB-DEPARTMENT

- Roster 1
- Rank A Welding Foreman, Head Welder
- Rank B Welder; Frog Welder
- Rank C Grinder
- Rank D Welder Helper

- Roster 2
- Rank A Foreman, Continuous Rail Welding Plant
- Rank B Welder, Continuous Rail Welding Plant
- Rank C Grinder, Continuous Rail Welding Plant
- Rank D Helper, Continuous Rail Welding Plant
- Rank E Laborer, Continuous Rail Welding Plant

G. In each of the five (5) seniority districts indicated in Rule 6 A, seniority rosters for the Roadway Equipment Sub-department shall be maintained as indicated below, with separate seniority dates only for each rank contained in each roster:

ROADWAY EQUIPMENT SUB-DEPARTMENT
(5 Districts)

- Roster 1 Machine Operator Group 1
- Roster 2 Machine Operator Group 2

- Roster 3 Helper, oiler, pitman and miscellaneous employe

- Roster 4 Machine Operator Group 3, Machine Operator Group 4, and Helper, oiler, pitman and miscellaneous employee.

Group One Machines

- Gradall Combination Crane.
- Pile Driver (Diesel Electric & Steam) such as, D.E.840 and Steam 1012
- Gas and Diesel Shovel-Such as, Bucyrus Erie 38-B.
- Koehring Railaid Model 205.
- Truck Crane (Not including trucks with fixed booms) such as Bucyrus Erie 14-B
- Crawler Crane with dragline-Link Belt NC-48 .
- Hyster-Cats mounted on Crawler Tractor, such as Cat D-7.
- Locomotive Crane, such as Browning M-1, Ohio, American, A.H.&D. 840.
- Ditcher, Such as, Model 40 Burro or Koehring 304.
- Combination machines (boom, dragline, backhoe, shovel, clamshell, pile driver attachments).

Group Two Machines

Caterpillar Tractor (Bulldozer) such as Models D-6, D-7 and D-8.
Front End Loader (Rubber Tired and Crawler), Such as Michigan 85-A, Cat 966, Cat 977,
Traxcavator, Hough and Scoopmobile.
Tournatractor.
Burro-Crane--Such as Models 15, 30 & 40.
Pettibone speed swing-such as 441
"Tractor-Lowboy.
Motor Grader (motor grader, Galion) such as Austin Western 200 &300.
Track Cleaners-such as Athey & Kershaw.
Austin Western Hydro Crane - such as 210 and 410.
4-Wheel Tractor with both front end loader with at least one-yard bucket or scoop, and backhoe.
Switch Undercutter, Gopher Undercutter.
Brush Cutter-Kershaw rubber tired off-track, Model 10-3.
Boom Trucks-such as BN 8874-BN 8877.
Car Top Material Handler.
Crawler Excavator
Brandt RoadRailer (See Appendix SS)

*It is understood that if a Tractor-Lowboy is used to deliver work equipment machines from one district to another, the operator from the district where the trip commences may handle the equipment to its destination without penalty.

Group Three Machines

Production Tamping Machines with attachments (Surfacing and lining) such as Electromatic, Plasser, Jackson.
Ballast Regulator and Broom--such as Kershaw 4FW-C12.
Switch Tamper-such as Jackson 2300.
Weed Mower (on-track, self propelled) such as Fairmont W24-C-1.
Tie Tampers-such as Jackson Mtr., Tamper Jr., Plasser Spot, McWilliams.
Track Liner--such as Nordberg AL.
Tie Bed Scarifier, like Kershaw, Fairmont-HS & W87-B.
Automatic Spike Driver with attachments, like Nordberg "A" & RMC "HU."
Dual Tie Saw--Such as Kershaw DTS.
Tamping Power Jacks--such as Kalamazoo 10FB and Kershaw.
Tie Injector--such as Kershaw Model TIE.
Tie Spacer (Pullman H332, Nordberg).
Mannix Auto Track and Sled.
Winch Cart-such as Mannix.
Koehring Dumpter-such as Koehring 55A.
Brush Cutter--such as Northwestern 161-B and Kershaw FFC.
Special Weed Sprayer--former SP&S only.
Track Stabilizer--such as Plasser PTS-62
Skid-Steer Loader (such as Bob-Cat)

Group Four Machines

Wheeled Tractors-such as Massey Ferguson 2200.
Gravel Conveyors.
Jordan Spreader-Ditcher.
Grouting Machine--such as Fairmont W-65.
Snow Dozer (Snow Plow-locomotive).

Weed Bumer--such as Woolery WBZ.
Trench Excavator--such as Davis.
Black Top Roller--such as Buffalo

H. For the Roadway Equipment Repair Shops, one seniority roster shall be maintained for each of the Northwest, Montana and Fargo Seniority Districts, with separate seniority dates only for each rank contained on the roster. [12/01/99 Letter of Agreement, Appendix PPI

ROADWAY EQUIPMENT REPAIR SHOP SUB-DEPARTMENT

Rank A Welder
Rank B Traveling Equipment Maintainer (Mechanic)
Rank C Equipment Maintainer (Mechanic)
Rank D Helpers

I. Seniority rosters shall be continued on the existing basis for employes covered by Rule 6 A.

J. When cooks are employed as such in any one of the five districts as indicated in Rule 6 A, a separate seniority roster will be maintained for cooks and they can be assigned in either Track or Bridge and Building Sub-departments.

RULE 6. BASIC SENIORITY DISTRICTS

A. Except as otherwise provided for in this rule, seniority districts for all track, bridge and building, welding and roadway equipment shall be as follows: [See Appendix K, Paragraph 4X]

100. Northwest Seniority District, comprised of former:

- BN SPOKANE SENIORITY DISTRICT #21: Westward from and including Kootenai, Columbia Falls to and including Somers, Wenatchee, Keremeos, Colfax, Moscow, Arrow, Genessee and Bovill to Palouse.
- BN PACIFIC SENIORITY DISTRICT #22: Westward from Wenatchee and Yakima to Vancouver Junction, Washington, Renton and Snoqualme Falls to Cedar Falls to Easton, and Vancouver, B.C.
- BN EAST PORTLAND SENIORITY DISTRICT #23: Southward and westward from Cheney and Scribner, Adrian to and including Yakima and to M.P. 112, but not including Wishram.
- BN WEST PORTLAND SENIORITY DISTRICT #24: Westward from M.P. 112 and including Wishram to Goldendale, Eugene, Sweet Home, Camp Clatsop, Banks, Forest Grove, Vancouver Jct., Wishram to Bieber.

200. Montana Seniority District, comprised of former:

- BN YELLOWSTONE SENIORITY DISTRICT #17: Westward from Bismarck to an including Laurel, Gillette to Billings, including Billings: Glendive to Snowdon and Brockway, Golva Branch; Mandan-Mott; Mandan-Killdeer & Truax; and from west switch at Mobridge (M.P. 806.0) to Terry (M.P. 1080.6).
- BN EAST ROCKY MOUNTAIN SENIORITY DISTRICT #18: Westward from Casper and Laurel to Logan and Helena.
- BN WEST ROCKY MOUNTAIN SENIORITY DISTRICT #19: Westward from Helena and Logan to Kootenai.
- BN MONTANA SENIORITY DISTRICT #20: Westward from Williston to and including Great Falls and to but not including Columbia Falls: Opheim Branch; Great Falls to Mossmain, Geraldine, Lewiston and Heath: and Hesper to Rapelje.

300. Fargo Seniority District, comprised of former:

BN TWIN CITIES SENIORITY DISTRICT #11: Northward from St. Croix Tower to White Bear, Coon Creek, St. Cloud, Brown's Valley, Huron, Sioux Falls, Sioux City, Wentworth to Madison, to but not including Brainerd, Staples, Breckenridge and Princeton; Ortonville (M.P. 600.7) to and including west switch at Mobridge (M.P. 806.0) and "Core" territory from Sioux Falls via Canton to Mitchell from Mitchell via Wolsey to Aberdeen, from Mitchell to Chamberlain and from Sioux City via Yankton and Scotland to Mitchell.

BN LAKE SENIORITY DISTRICT #12: Northward from White Bear, Coon Creek, East St. Cloud and Staples to Ashland, Duluth, Virginia, and International Falls.

BN DAKOTA SENIORITY DISTRICT #13: Westward from Cass Lake to and including Devil's Lake, Northward from Manitoba Junction, Moorhead, Fargo, Vance, Nolan to Hansboro, Sarles, Hannah, Walhalla, Neche, Emerson Junction and Warroad.

BN FARGO SENIORITY DISTRICT #14: Westward from St. Cloud (GN), Staples (NP), to but not including Bismarck, Binford, Streeter, and Aberdeen; northward from Wadena to Park Rapids; Ludden Jct. To Ellendale; Oakes to Minnewauken and Esmond; westward from and including Pingree and Carrington to Turtle Lake, Linton, Eureka.

BN MINOT SENIORITY DISTRICT #15: Westward from Fargo, Casselton and Devil's Lake to St. John, Dunseith, Antler, Sherwood, Northgate, Crosby, Grenora and Williston.

400. Lincoln Seniority District, comprised of former:

BN CRESTON SENIORITY DISTRICT #4: westward from M.P. 391 and including Creston to, but not including Pacific Junction, lines from Creston to Maryville, No. Yard Limit St. Joseph 64.63 to an including Kansas City and Birmingham to Kearney. (*Less Clark MP 7.9 to MP 0. Birmingham to Murray Yd. & Kearney Branch Line*)

BN EAST LINCOLN SENIORITY DISTRICT #7: Pacific Junction to Fairground Crossing east of Lincoln via Louisville and Omaha, Ashland Prague Branch; Ashland to Sioux City; Iowa Ferry to O'Neil; Council Bluffs south to MP 64.63 No. Yard Limit St. Joseph; Napier to Lancaster Main Line; Tecumseh Auburn Branch; Table Rock; Lancaster east to Payne, Iowa and south **from** Nebraska City to Coopers Spur.

BN WEST LINCOLN SENIORITY DISTRICT #8: Lincoln to Gaines; Lincoln-Ravena; Columbus Branch, Burwell; Sargent, McCool-Benedict; Giltner Branch; Lushton-Clay Center; Wilcox-Ayr Junction; Hastings-Lester; DeWitt; Fairmont-Hebron; Daykin-Fairmont; Crete-Wymore; Table Rock-Red Cloud.

BN McCOOK SENIORITY DISTRICT #9: Westward from Red Cloud and Gaines to and including Denver; Kearney Branch; Culbertson-Imperial; Flynn-Oberlin; Orleans-St. Francis; Holdredge-Sterling; Brush-Union; and Denver Lyons.

BN ALLIANCE SENIORITY DISTRICT #10: Westward from Ravenna to and including Gillette; Edgemont to Deadwood; Alliance to and including Sterling; Northport to Casper.

BN Ft. Collins Seniority District #16

ATSF Central Region Seniority District #1, Zone 1 (*Includes only that portion between MP 730.4 near South Denver and MP 688.3 near Greenland.*)

500. Galesburg Seniority District, comprised of former:

BN CHICAGO SENIORITY DISTRICT #1: Chicago to Savanna; Chicago to Galesburg, not including Galesburg Terminal; Montgomery-Streator-Zearing; West Chicago, Nifa; Flag Center-Rockford; Oregon-Mt. Morris; Mendota to but not including Denrock; Earlville-Sterling.

BN LACROSSE SENIORITY DISTRICT #2: St. Croix Tower to Savanna, Savanna to but not including Galesburg; Rock Island, Moline, Barstow, Sterling to Denrock.

BN OTTUMWA SENIORITY DISTRICT #3: westward from Galesburg including Galesburg Terminal to M.P. 391, but not including Creston; Albia-Des Moines.

BN BEARDSTOWN SENIORITY DISTRICT #5: Southward from Galesburg to Paducah, Quincy and East St. Louis, and from Galesburg to Peoria, lines from Elmwood to Wyoming.

BN HANNIBAL SENIORITY DISTRICT #6: Southward from Burlington to but not including East St. Louis. Westward to but not including St. Joseph and Kansas City, Mo. (*Less MP 16.85-MP 4.22 (North St. Louis)*)

ATSF Eastern Region Seniority District #1

NOTE Where a work equipment machine is moved from one seniority district to another, the operator of the machine may move with the machine onto the foreign seniority district and work for a period of thirty (30) days on such foreign district, if there are no machine operators on the district to which moved who are qualified to operate the particular machine.

Within the newly consolidated seniority districts, seniority exercise will be governed by the following principles: [See also Appendix NN (Seniority Districts Consolidation Agreement, Section 4, 8/12/99)]

- a.) Each **BMW**E represented employee who holds seniority on the effective date of this Agreement shall retain prior rights for all exercises of seniority to all headquartered positions on his/her former seniority district until the employee resigns, retires, dies or is dismissed for cause under existing agreements.
- b.) Where a particular former seniority district is split between two newly consolidated districts, the employees working on headquartered assignments on the smaller split portion may remain on their headquartered assignments. If they do so, they will be grandfathered on those assignments, and cannot be bumped by other employees from their newly consolidated seniority district. They will establish and accumulate seniority on the newly consolidated district where they are grandfathered, and will retain and accumulate seniority on the newly consolidated seniority district which incorporates the larger split portion of their former seniority district.
- c.) For headquartered positions on the newly consolidated seniority districts to which prior rights or grandfathered status do apply, the successful bidder will be determined by the earliest seniority date on the rosters applicable to the position who also possess the requisite prior rights or grandfathered status.
- d.) For mobile positions on the newly consolidated seniority districts and for headquartered positions to which prior rights or grandfathered status do apply, but for which there is no bidder with such rights, the successful bidder will be determined by the earliest seniority date on the rosters applicable to the position.
- e.) Other exercises of seniority by employees will be controlled by the principles set forth in paragraphs a), c) and d) above.
- f.) All employees establishing any seniority after the effective date of this agreement (September 11, 1999) will establish such seniority on the applicable roster on that newly consolidated seniority district.
- g.) For former Roadway Equipment Seniority Districts 1 and 2, CB&Q System Gang, see Appendix OO
- h.) For former Roadway Equipment Seniority Districts 3, 4 and 5, see Appendix PP

B. Separate seniority rosters shall be continued for the following classes of employes:

1. Galesburg District 500 Paint Gangs [Side Letter 8/13/99, see Appendix QQ]
2. Lincoln District 400 Paint Gangs [Side Letter 8/13/99, see Appendix QQ]
3. District Rail Laying Gangs: (1) former GN Lines East and (2) former GN Lines West (as provided in Memorandum of Agreement dated August 19, 1964).

NOTE Unless and until otherwise agreed, employes on these rosters will be confined to the territory in which they worked on former respective railroads, and may perform work in such territory without regard to employes with seniority in the districts listed in Rule 6A.

4. Northwest Seniority District 100 Steel Erection Crew
5. Montana Seniority District 200 Steel Erection Crew.
6. Fargo Seniority District 300 Steel Erection Crew

C. One roadway equipment repair shop roster shall be maintained for each of the Northwest, Montana and Fargo Seniority Districts. [12/01/99 Letter of Agreement, Appendix PP]

D. SUB-SENIORITY DISTRICT FOR SECTIONMEN

1. For Track Sub-department sectionmen, each of the five (5) seniority districts identified and described in Section A of this rule shall be sub-divided into "home sub-districts", each of which will have geographical limits coextensive with Roadmaster territories within such seniority district as they existed on June 16, 1982.

NOTE At Twin Cities there shall be only "one home sub-district" regardless of the number of roadmasters.

2. A sectionman working on a home sub-district who is displaced by a senior employe or affected by a reduction in force may exercise seniority on any home sub-district or mobile gang. He may, however, elect to take a furlough complying with the provisions of Rule 9.

3. If the employe as a result of force reduction exercises seniority to another home sub-district, he may file written request with the Roadmaster of his former home sub-district to be recalled to service when there is an increase in force thereon.

4. In the event an employe exercises his seniority rights to secure a position on another home sub-district, that district will then become his home sub-district and he will relinquish his former home sub-district.

5. Sectionmen with right of displacement may exercise to any other position. [11/15/96 Letter of Agreement]

6. During the first three (3) years following the effective date of the September 1, 1982 Agreement, there will be no changes initiated by the Company in the territorial limits of "home sub-districts".

RULE 7. DISTRICT, REGIONAL AND SYSTEMWIDE GANGS

SECTION I. DISTRICT GANGS

A. District maintenance and extra gangs will be free to operate over an entire seniority district as described in Rule 6 A, and sectionmen will be assigned as provided in this rule. This provision shall not apply to gangs which are assigned fixed mile post limits, so long as they are so assigned.

B. All vacancies and new positions contemplated to exceed thirty (30) calendar days for men on district maintenance and extra gangs shall be bulletined and filled from the senior qualified applicants on sectionmen seniority rosters on the entire seniority district. Such positions and vacancies may be filled pending assignment on bulletin as provided in Rule 19.

C. Bulletin procedure for district maintenance and extra gangs shall conform to Rule 21. Bulletins may be posted up to thirty (30) calendar days prior to the approximate commencement of the position, and successful applicants notified later of the definite reporting date.

D. Employees assigned to a district gang may hold off the gang onto other bulletined assignments on their seniority district. Sectionmen may return to section crews when forces are increased, subject to agreement rules, without losing the right to displace on the gangs when subsequently furloughed or displaced.

E. District mobile gangs, meeting the Regional and System-Wide Production Gang (Sickles) definition, will be provided with an informational notice on the bulletin when established. The informational notice will contain the type of gangs, the anticipated work locations beginning milepost, ending milepost, and start date. It is understood that information provided concerning the anticipated schedule of work for the mobile gangs shall be for information only, shall be subject to change without notice, and shall not constitute a guarantee that the gang will perform the work specified or at the time and place specified. Appendix V contains a typical example of the form of the notice to be provided under this provision. [Seniority Districts Consolidation-Related Agreements 6/10/99, Article H2]

F. District Mobile gangs or, positions not meeting the Regional and System-Wide Production Gang (Sickles) definition will be provided with an informational notice. The informational notice will be provided at the time of the bulletin. The notice will describe work locations where the mobile position(s) is expected to work and the duration of the project if possible. It is understood that information provided concerning the anticipated schedule of work shall be for information only, shall be subject to change without notice, and shall not constitute a guarantee that the gang or position(s) will perform the work specified or at the time and place specified. . [Seniority Districts Consolidation-Related Agreements 6/10/99, Article H3]

G. Each employee assigned to any district mobile gang who does not leave the gang voluntarily for a period of at least six (6) months shall be entitled to a lump sum payment annually equal to 5% of his/her compensation earned during the calendar year on that gang. Such compensation shall not exceed \$1,000 and shall be paid within 30 days of the completion of the employee's service on the gang; for mobile gangs not required to be disbanded each year, payment will be made within 30 days of the completion of each calendar year. If the company disbands the gang in less than six months, the company will be responsible for payment of the production incentive earned as of that date. This lump sum payment shall be made in accordance with Appendix FF. [Seniority Districts Consolidation Agreement 8/12/99, Section 5A]

H. The Work Force Stabilization (WFS) Program (Appendix U) shall apply to all district mobile gangs, and shall entitle an employee initially assigned to a WFS gang when it starts its work during the production season for the calendar year, six months of WFS work benefits or WFS unemployment benefits, subject to the terms of that Program. [Seniority Districts Consolidation Agreement 8/12/99, Section 5B]

I. The travel allowance provided by Article XIV of 1996 National Agreement will apply to all district mobile gangs. [Seniority Districts Consolidation Agreement 8/12/99, Section 5C]

SECTION II. REGIONAL AND SYSTEM-WIDE GANGS

A. Regional and Systemwide Production gang or gangs (RS gang) may be established and work on the combined Burlington Northern and/or ATSF properties* subject to the provisions applicable to such RS gangs. Any such established RS gang working between Burlington Northern and ATSF, or exclusively on either Burlington Northern or ATSF property shall work under the existing BN RS gangs Terms and Conditions, except as amended by this Agreement and the 1996 National Agreement. In consideration of the foregoing, the Carrier will not assert that the common control provision in Article XIII (a) of the 1991 Imposed Agreement survived the 1996 National Agreement. [11/15/96 Letter of Agreement.]

* The terms Burlington Northern and/or ATSF properties as used in this section refers to territories where employees are represented by one of the General Chairman signing this agreement or his successor.

B. The Carrier shall give at least thirty (30) days advance written notice to the involved General Chairman of its intention to establish regional or systemwide gangs for the purpose of working over specified territory of the carrier or throughout its territory. The notice will include the number and staffing of the gang the carrier intends to operate during the work season, as well as identification of the location, beginning and ending mile post location of the work, starting and ending date of the project and the seniority districts involved. (If the parties are unable to reach agreement concerning the changes proposed by the Carrier within thirty (30) calendar days from serving of the original notice, either party may submit the matters set forth above to the final and binding arbitration procedures created under PEB 219 for the resolution of this type of dispute.) [9/26/96 National Agreement, Article XVI, Section 2]

C. All new positions and vacancies on each gang shall be bulletined to all of the seniority districts upon which that gang is scheduled to be worked. Bulletins may be issued as far in advance as is consistent with the objectives of full and timely manning of all gangs and to assure the employees of as much choice as is practicable. In order to maximize the manning of these gangs with volunteers and to minimize involuntary assignments, new positions and vacancies for which there are no applicants after the first bulletin may be rebulletined to neighboring (not necessarily adjoining) seniority districts upon which the gang is not scheduled to work, but which have a surplus of manpower. The General Chairman may timely notify the Carrier of any seniority districts to which any particular gang shall not be bulletined due to the short time which the gang is scheduled to work on the territory of that seniority district. The bulletin procedures shall follow those contained in Rule 21, as amended. [Terms and Conditions]

D. Positions and vacancies for machine operators shall be identified by the type of machine, the seniority group and rate of pay applicable. To the extent possible, the bulletin shall identify machine numbers, so as to afford employees the opportunity to bid on particular machines. However, a subsequent need to substitute machines due to breakage, damage, and other valid reasons shall not void the bulletin or bid. [Terms and Conditions]

E. In the case of gangs which require differing machine and manpower consists as they move from project to project, certain employees may be utilized on duties other than their primary bulletined assignment, but will be paid no less than the rate of their bulletined assignment. To the extent possible, these assignments shall be identified on the bulletins. [Terms and Conditions]

F. Positions bulletined as above provided, will be assigned to the senior qualified applicants eligible to bid on that particular position from the seniority districts to which bulletined, as if the applicants were

all from the same seniority roster. Ties between applicants with identical seniority dates from different seniority districts will be resolved on the basis of chronological age. [Terms and Conditions]

G. For purposes of equalizing seniority between various schedule agreement rosters when bidding to truck driver positions on IUS Gangs where applicants covered by the C&S, FWD and JTD Agreements are involved, consideration for assignment to the position will be based first on the employees' laborer seniority date. If the C&S, FWD and JTD employe possesses the senior laborer date, then he will be awarded the position. If that employe does not possess the senior laborer date, then the assignment procedure and consideration for the position will revert back to the terms of the September 1, 1982 Agreement by looking next at the senior applicant with Truck Driver seniority and, if none, thereafter consistent with subsequent assignment procedures of the Agreement. Assignment to the position is to be consistent with the examples contained in Attachment 1, of the November 15, 1996 Agreement and are incorporated herein. [11/15/96 Agreement, Article IX]

Similar issues that may arise in the future are to be handled with the understanding that the parties shall promptly meet and resolve any nuances/differences and that the carrier is held harmless pending the resolution of such issues if the delay in resolution is confined solely within the jurisdiction of the union's internal decision making process. [11/15/96 Agreement, Article IX]

H. In the event of insufficient numbers of applicants from the bulletin procedures, or in the event of temporary vacancies pending bulletin or assignment, furloughed employees may be recalled in the following sequence:

(i) in seniority order, employees who marked "Any Vacancy, Regional/System Gangs" from the seniority district where the gang is to commence or is working once the gang has started the work season; [12/19/94 Letter of Agreement]

(ii) in seniority order employees who marked "Any Vacancy, Regional/System Gangs" from the next seniority district where the gang is scheduled to work, following by succeeding districts; [12/19/94 Letter of Agreement]

(iii) in inverse seniority order, employees who marked "Any Vacancy Seniority District" from the seniority district where the gang is to commence work or is working once the gang has started the work season; [12/19/94 Letter of Agreement]

(iv) in inverse seniority order, employees who marked "Any Vacancy, Home Sub-District" from the seniority district where the gang is to commence work or is working once the gang has started the work season; [12/19/94 Letter of Agreement]

(v) Employees will not be involuntarily recalled to an R/S Gang which is not working on their seniority district. Employees who are involuntarily recalled to an R/S Gang while it is on their seniority district, will be allowed to exercise seniority in accordance with respective schedule agreement rules or return to furloughed status when the IUS Gang leaves their seniority district. [11/15/96 Agreement, Paragraph 2]

It is understood that an employee returning to furlough status under this provision and who otherwise may have been eligible to protective payments under the Feb. 7, 1965 Stabilization Agreement is not eligible for such Feb. 7, 1965 Agreement payments for the period of time that he could have held the position on the R/S gang but elected to leave when it reached his seniority district boundary. This provision is limited in its application to the circumstance set forth herein, and is without prejudice to either parties position with respect to the general application of the Feb. 7, 1965 Agreement. [11/15/96 Agreement, Paragraph 2]

I. Employees assigned to regional or systemwide production gangs, including recalled furloughed employees and new hires, may exercise seniority to bulletined positions outside their gang after they have been assigned to the gang for thirty (30) calendar days” (the day that the employee reported to the gang is the first day of assignment). After such time, the employee will be entitled to bid for other jobs with the carrier, subject to the limitation that no more than ten percent of a gang may bid off during a one week period. [11/15/96 Agreement, Article IX; 9/26/96 National Agreement, Article XVI, Section 3 (b)]

*Note- Bids will be also accepted from employees working on the current year’s Regional/System Gangs for work on the following years’ Regional/System Gangs. [11/17/95 Agreement, Appendix K, Paragraph CC]

J. Each employee assigned to a regional or system-wide production gang established by a covered carrier under this provision, who does not leave the gang voluntarily for a period of at least six (6) months shall be entitled to a lump sum payment annually equal to 5% of his or her compensation earned during the calendar year on that gang. Such compensation shall not exceed \$1,000 and, it shall be paid within 30 days of the completion of the employee’s service on the gang. If the company disbands the gang in less than six months, the company will be responsible for payment of the production incentive earned as of that date. (See also Appendix CC) [9/26/96 National Agreement, Article XVI, Section 4]

K. Employees working on a regional or system gang off of their home seniority district who encounter a compelling personal problem, and who do not desire to apply for a leave of absence, and who request to be released from a gang and to make a special exercise of seniority on their home seniority district, will be allowed to do so upon consideration and mutual agreement of the appropriate representatives of the parties. [Terms and Conditions]

Employees assigned to regional or system-wide production gangs, including recalled furloughed employees and new hires, will not be subject to displacement during the work season by senior employees outside of their own gang, unless the employee seeking to exercise displacement rights would otherwise be forced into a status of collecting supplemental unemployment benefits under the Work Force Stabilization Agreement (Appendix U). [Terms and Conditions]

Employees accepting assignment to gangs will not be removed from any seniority roster based upon the existence of another position outside of the gang to which they might otherwise be obligated to exercise their seniority. [Terms and Conditions]

L. Employees on regional or system-wide production gangs shall be subject to the BN general schedule rules. [Terms and Conditions]

M. Employees assigned to the Carrier’s regional/systemwide gangs when their position is abolished or when they are displaced by a senior employee, may exercise a displacement to a position held by a junior employee which:

- (1). Was bulletined and assigned to a junior employee during the period that the employee assigned to the regional/systemwide gang was restricted from bidding by the Terms and Conditions, and,
- (2). Which the employee would have been awarded if the employee had not been so restricted.

This option *is* in addition to all other displacement options available to such employees except that this option must be exercised within five (5) days of the employee’s abolishment or displacement. [2/22/94 Memorandum of Agreement, Paragraph 4]. [See Rule 7, Section II-K, 2nd Paragraph for exceptions to displacements onto Regional/System Gangs.]

N. Accumulation of rest days arrangements, other than five 8-hour days or four 10-hour days, are permitted on Region/System gangs subject to the following:

- (1). Notice to the General Chairmen and, if requested by the General Chairmen, supervision of the vote of employees by the General Chairmen or designated representative.
- (2). Approval **by** 2/3 of the employees on the gang.
- (3). A change from other than a 4-10 accumulation of rest days arrangement will require a full 14 calendar day written notice of such desired change by either the designated engineering officer or 2/3 of the employees on the gang. After such notice period, the change shall be made effective no sooner than the expiration of the 14-day notice period and no later than the end of the rest day/work day cycle next occurring after the expiration of the notice period.
- (4). The August 1, 1996, BN "4-10" Agreement (Appendix HH) will also apply to an RS gang working an accumulation of rest day arrangement, with the terms adjusted so as to be compatible with the work day/rest day arrangement agreed to by the employees and the supervisor.
- (5). The 1996 National Agreement Article XIV, Section 2, issues are resolved in accordance with the answer to National Agreement Question 6. [11/15/96 Agreement]

RULE 8. FORCE REDUCTION

A. When forces are reduced or positions are abolished, employees affected will be notified thereof not less than five (5) working days in advance of the effective date of force reduction or abolition of positions. The provisions of this Section A with respect to notice of force reduction or abolition of positions will not apply to employees who are filling temporary vacancies of thirty (30) calendar days' or less duration, or to employees who are filling temporary positions of less than thirty (30) calendar days' duration.

B. Advance notice before positions are temporarily abolished or forces are temporarily reduced is not required where a suspension of the Company's operation in whole or in part is due to a labor dispute between the Company and any of its employees.

C. Except as provided in Section B hereof, no advance notice to employees is required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or a labor dispute other than as defined in Section B hereof, provided that such conditions result in suspension of the Company's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.

D. At the same time as notice of reduction is given, under Section A of this rule, the officer making the reduction will see that a list showing names, classification and location of employees retained in service in the various crews in the seniority district, is posted in tool houses and outfits, so that seniority may be exercised without unnecessary loss of time. Where there are no tool houses or outfits, this information will be distributed to employees either collectively or individually. When individual reductions in such force are made, employees cut off will be given similar advice at the time notice of reduction as to junior employees in service whom their seniority would entitle them to displace.

E. Except as otherwise provided for in these rules, when forces are reduced or positions abolished, employees affected will have the right to exercise their seniority rights over junior employees. [1/15/96 Agreement, Paragraph 10]

F. Employees affected by force reduction or abolition of positions desiring to exercise their seniority rights will so advise the Bridge and Building Supervisor, Division Roadmaster, or other designated supervisory officer, and employees will be notified as soon as practicable when other employees have exercised their seniority rights to displace them.

G. Employees affected by force reduction or abolition of positions or who are displaced in the exercise of seniority by other employees, must, if they desire to displace junior employees, exercise their seniority rights within ten (10) calendar days thereafter. If seniority is not so exercised, such employees will forfeit all rights to displace other employees because of such force reduction or abolition of positions, and will then be governed by Rule 9.

NOTE It is understood that the ten (10) calendar days referred to in this rule is exclusive of any scheduled vacation days.

H. Regularly established daily working hours will not be reduced below eight (8) per day, nor will the regularly established number of working days be reduced below five (5) per week, to avoid making force reductions unless agreed to between the Company and General Chairman, except that this number of days may be reduced in a week in which holidays occur by the number of such holidays.

I. A crew will not be laid off for short periods when proper reduction of expenses can be accomplished by first laying off the junior employees in such crew.

RULE 9. RETENTION OF SENIORITY BY LAID OFF EMPLOYEES

When an employee is laid off by reason of force reduction, he must advise the Carrier in writing of any change of address, and telephone number, receipt of which will be similarly acknowledged. When new positions of more than thirty (30) calendar days' duration are established, or when vacancies of more than thirty (30) calendar days' duration occur, employees who have complied with this rule will be called back to service in the order of their seniority. Failure to return to service within ten (10) calendar days, unless prevented by sickness or unless satisfactory reason is given for not doing so, will result in loss of all seniority rights. If he returns to service and has complied with the provisions of this rule, his seniority will be cumulative during the period of absence. The seniority of any employee, who established a seniority date after October 17, 1986, and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority. The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I. C. C. employe protection order or an employe protection agreement or arrangement [9/26/96 National Agreement, Addendum to Agreement; Article IV, 10/17/86 National Agreement]

NOTE 1. Employees called back to service in accordance with provisions of Rule 9 must report at starting time of shift to which called within ten (10) calendar days.

NOTE 2. Employees who are returned to service as per Rule 9 pending outcome of bulletin must express their desire for the position by making application therefor, or a junior employe may be assigned thereto. In the event no applications are received, the employe recalled will be assigned. [1/05/00 Letter of Agreement]

RULE 10. PHYSICALLY DISABLED EMPLOYEES

An employe, who after due consideration, is disqualified on account of physical disability shall be allowed the privilege of demotion and exercise of seniority by displacing any junior employe in a rank or roster on which he holds seniority. [1/15/96 Agreement, Paragraph 10]

RULE 11. TRANSFERS

A. An employe may be temporarily transferred by the direction of the Company for a period not to exceed six (6) months from one seniority district or division to another, and he shall retain his seniority on the district or division from which transferred. Such employe shall have the right to work temporarily in his respective rank on the district or division to which transferred, if there are no qualified available employes on the district or division. The six (6) month period may be extended by agreement between the Company and the General Chairman. When released from such service the employe shall return to his former position.

B. Employes desiring to transfer permanently from one seniority district to another may do so, only on account of ill health of himself or member of immediate family, and with the consent of Division Superintendents of the districts affected and the General Chairman. Such employes will forfeit one-half their seniority and will only be allowed to transfer in case there is a vacancy on the district to which they desire to transfer.

RULE 12. COMBINING OR REALIGNING SENIORITY DISTRICTS

A. Notice: The carrier shall give at least thirty (30) days written notice to the affected employes and their bargaining representatives of its desire to combine or realign seniority districts, including all carriers under common control, specifying the nature of the intended changes. The protection of the Interstate Commerce Act will continue to apply to all such combinations or realignments.

B. Arbitration: If the parties are unable to reach agreement within ninety (90) calendar days from the serving of the original notice, either party may submit the matter to final and binding arbitration in accordance with the terms of Article XVI of the 1991 Imposed Agreement.

[7/29/91 Imposed Agreement, Article XII]

RULE 13. CONSOLIDATIONS OF SECTIONS

A. When two or more sections or parts of two or more sections are consolidated, the senior employes assigned by bulletin on the sections affected may remain on the new sections thus formed, or they may exercise displacement rights as provided in Rule 8, the same as if their sections had been abolished. Any employe assigned thus remaining whose headquarters are unchanged will remain on the new section having the same headquarters. [9/10/02 Letter of Agreement] [Appendix K, Paragraph 4 BB]

B. Prior to abolition of sections or consolidation of sections, the General Chairman and all employes affected will be advised sufficiently in advance of the effective date of such changes so that seniority may be properly exercised without loss of earnings.

RULE 14. CHANGING SECTION HEADQUARTERS

When the headquarters of a section are moved, the employes employed on that section will be privileged to move to the new headquarters. In the event any of the employes do not elect to move to the new headquarters, such vacancies as are created will be considered new positions. The employes who do not desire

to move to the new headquarters will have the right to exercise their seniority in accordance with the provisions of Rule 8, the same as though their positions had been abolished. [9/10/02 Letter of Agreement] [Appendix K, Paragraph 4 BB]

RULE 15. LEAVE OF ABSENCE

A. Except for physical disability, leave of absence in excess of ninety (90) calendar days in any twelve (12) month period shall not be granted unless by agreement between the Company and the duly accredited representative of the employees.

B. The arbitrary refusal of a reasonable amount of leave of absence to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employees, is an improper practice and may be handled as unjust treatment under this Agreement.

C. A request for leave of absence in excess of fifteen (15) calendar days must be made in writing by the employe to his immediate supervisor.

A request for leave of absence of fifteen (15) calendar days' or less duration need not be made in writing, but an employe desiring such a leave of absence must secure approval from his immediate superior.

D. An employe granted an indefinite leave of absence in excess of fifteen (15) calendar days, desiring to return to service will give not less than seventy-two (72) hours' advance notice.

An employe granted a definite leave of absence desiring to return to service prior to the expiration of such leave of absence, will give not less than seventy-two (72) hours' advance notice.

E. An employe on leave of absence accepting other employment without first obtaining written permission from the Company and the duly accredited representative of the employees, will be considered as having left the service and all seniority rights will be forfeited.

An employe failing to report for duty on or before the expiration of their leave of absence will forfeit all seniority rights, unless an extension is obtained.

F. (1) An employe reporting for duty after leave of absence may return to his former position, or displace a junior employe from an assignment secured by bulletin that was both posted and closed during the absence of the senior employe. In the event an employe's former position has been abolished, or a senior employe has exercised displacement rights thereon, the returning employe will be allowed to exercise seniority in accordance with Rule 8. [See Rule 7, Section II-K, 2nd Paragraph for exceptions to displacements onto Regional/System Gangs.] [11/14/02 Letter of Agreement] [Appendix K, Paragraph 4 DD]

(2) An employe displaced as a result of the return of an employe from leave of absence may exercise seniority in accordance with Rule 8. [See Rule 7, Section II-K, 2nd Paragraph for exceptions to displacements onto Regional/System Gangs.] [11/14/02 Letter of Agreement] [Appendix K, Paragraph 4 DD]

CONCERNING PARAGRAPH (1) ABOVE : During discussions regarding this change to Rule 15 F, the parties agreed that employes returning from a leave of absence, will exercise their displacement option at the time of their return. The parties also agreed that the Carrier will provide an employee returning from leave of absence, information as to all junior employees who are currently assigned to positions that were both posted and closed during their absence, that the returning employee is eligible to displace. It is understood that the information provided will include junior employees who are currently assigned in a class with seniority gained by assignment to a position that was both posted and closed during the returning employee's absence. If the

returning employee has not already established seniority in the class, he will be awarded the same seniority date of the junior employee being displaced by the returning employee under this rule. [See Rule 7, Section II-K, 2nd Paragraph for exceptions to displacements onto Regional/System Gangs.] [11/14/02 Letter of Agreement] [Appendix K, Paragraph 4 DD]

G. (1) An employee granted an annuity under the physical disability provisions of the Railroad Retirement Act prior to reaching the age which would entitle him to full benefits under that Act, will be considered as on an indefinite leave of absence and his name will be continued on the seniority roster until he reaches such age, unless seniority is terminated in the meantime for other reasons.

(2) In the event a regular assigned employee vacates a permanent position subject to bulletin to accept an annuity under the physical disability provisions of the Railroad Retirement Act, and if such position is continued in existence, such vacancy will be bulletined as a permanent vacancy and filled in conformity with the rules of this Agreement.

(3) Such an employee, who is again physically qualified to perform work prior to reaching the age which would entitle him to full benefits under the Act, and who is so approved by the Company, may exercise seniority rights over any junior employee in conformity with Rule 8.

(4) An employee displaced as a result of return of an employee who was granted an annuity under the physical disability provisions of the Railroad Retirement Act may exercise seniority rights over any junior employee in conformity with Rule 8.

RULE 16. OFFICIAL, SUPERVISORY OR ORGANIZATION POSITIONS

A. An employee assigned to an official or supervisory position with the Company or an employee who accepts an official position with the Brotherhood of Maintenance of Way Employees will retain and accumulate seniority while so assigned.

Effective October 17, 1986, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by BMW shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture. Employees promoted prior to October 17, 1986, to official, supervisory, or excepted positions from crafts or classes represented by BMW shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority. [10/17/86 National Agreement, Article VII, Sections 1 and 2]

B. In the event a regularly assigned employee vacates a permanent position subject to bulletin under Rule 20 to accept an official or supervisory position and if such position is continued in existence, such vacancy will be bulletined as a permanent vacancy and filled in conformity with the rules of this Agreement.

C. An employee relieved from an official or supervisory position with the Company, or an employee relieved from an official position with the Brotherhood of Maintenance of Way Employees, or an employee who voluntarily relinquishes such an official or supervisory position may, within thirty (30) calendar days thereafter, exercise seniority over a junior employee in accordance with Rule 8, or displace a junior employee from an assignment secured by bulletin that was both posted and closed during the absence of the returning employee. [See Rule 7, Section II-K, 2nd Paragraph for exceptions to displacements onto Regional/System Gangs.] [11/14/02 Letter of Agreement] [Appendix K, Paragraph 4 EE]

D. An employe displaced as a result of the return of an employe from an official or supervisory position may exercise seniority in accordance with Rule 8. [See Rule 7, Section II-K, 2nd Paragraph for exceptions to displacements onto Regional/System Gangs.] [11/14/02 Letter of Agreement] [Appendix K, Paragraph 4 EE]

CONCERNING PARAGRAPH C ABOVE :During discussions regarding this change to Rule 16 C and D, the parties agreed that employees returning from an official or supervisory position with the Company, or an employee relieved from an official position with the Brotherhood of Maintenance of Way Employes, will exercise their displacement option upon their return. The parties also agreed that the Carrier will provide an employee returning from such absence, information as to all junior employees who are assigned to positions that were both posted and closed during their absence, that the returning employee is eligible to displace. It is understood that the information provided will include junior employees who are currently assigned in a class with seniority gained by assignment to a position that was both posted and closed during the returning employee's absence. If the returning employee has not already established seniority in the class, he will be awarded the same seniority date of the junior employees being displaced by the returning employee under this rule. [See Rule 7, Section II-K, 2nd Paragraph for exceptions to displacements onto Regional/System Gangs.] [11/14/02 Letter of Agreement] [Appendix K, Paragraph 4 EE]

RULE 17. FORCE ASSIGNMENT

If a job in a higher rank goes no bid and there are no qualified employees on furlough, then the junior qualified employe with seniority who is working in a lower rank on the roster on which the bulletined vacancy occurs will be assigned and he must accept the assignment or forfeit seniority in that rank. [11/15/96 Agreement, Paragraph 10]

RULE 18. EXAMINATION FOR PROMOTION TO ASSISTANT FOREMAN AND FOREMAN

A. Employes in the Track and Bridge and Building Sub-departments will be required to pass an appropriate examination for promotion to positions of assistant foreman or foreman. When examination is to be given, notice will be posted to the employes concerned for a period of ten (10) days and those desiring to apply will do so in writing within that period of time. The senior applicants in the number to be examined will be supplied the necessary data for preparation for examination and will be allowed reasonable time, (at least thirty (30) days) and will be eligible thereafter for service in accordance with Section B of this rule. Employes failing to pass satisfactorily may apply for reexamination when a subsequent examination is given, but upon failure to pass a second time will be ineligible for further consideration, for a period of one (1) year.

B. Employes who have satisfactorily passed the required examination will be placed on an "eligible list" in the order of their seniority and the "eligible list" will be posted for the information of all concerned. Such employes will be used in the order of their rank on the "eligible list" for filling vacancies of assistant foreman or foreman unless such vacancies are filled by employes holding seniority in such rank. The available employe on the "eligible list" who declines to accept assignment to a vacancy of ten (10) work days or more in his turn on the "eligible list" will be placed at the bottom of the list.

RULE 19. TEMPORARY VACANCIES AND VACATION RELIEF NOT BULLETINED

A. A new position or vacancy of thirty (30) calendar days or less duration, shall be considered temporary and may be filled without bulletining. If such vacancy or position of foreman or assistant foreman in the Track or B&B Sub-department is to be filled, the "eligible list" referred to in Rule 18B will be used. If such vacancy is on any other position and is filled, preference will be given to the senior qualified employe who has on file a written request to fill such vacancy. Such employe will assume all the working conditions of the

assignment just as if regularly assigned thereto. Written requests for vacancies under this rule must be on file with the designated Carrier Officer by 12:00 Noon local time the day before the vacancy begins. [11/15/1996 Agreement, Paragraph 10 and 6/10/99 Seniority Districts Consolidation-Related Agreements, Article I(2)]

B. Vacation relief may be provided by assigning qualified employees in seniority order in the following order of preference before other employees will be assigned to perform vacation relief on an involuntary basis:

- (1) Employees holding seniority but unassigned in the classification or seniority rank of the vacationing employee who are working at the location or on the gang where relief is to be provided.
- (2) Employees holding seniority in lower classification and seniority ranks in the seniority sub-department of the vacationing employee who are working at the location or on the gang where relief is to be provided.
- (3) Employees who have filed written requests under Section A of this rule who are not working at the location of the gang where relief is to be provided, and who will be subject to Rules 35 and 36.

C. Any vacancy of 30 calendar days or less including vacation relief in a Track Inspection position will be filled by the Track Maintainer, if one is assigned. A vacancy on the Track Maintainer position of 30 calendar days or less, if filled, will be filled per Rule 19. In the absence of requests per Rule 19, the Company will recognize seniority in assignments to the vacancy. [Seniority Districts Consolidation Agreement-Related Agreements, 6/10/99 Attachment No. 1]

RULE 20. POSITIONS TO BE BULLETINED

All vacancies and new positions of more than thirty (30) calendar days' duration shall be bulletined in the seniority district for the sub-departments involved. [11/14/02 Letter of Agreement] [Appendix K Paragraph 4 GG]

RULE 21. BULLETIN PROCEDURE

A. Except as otherwise provided in this Agreement, new positions or vacancies subject to bulletin, as provided in Rule 20, will be bulletined for a period of ten (10) calendar days at the headquarters or outfits of gangs in the sub-department of employees entitled to consideration in filling of the position. Such bulletins will be numbered consecutively by the issuing officer commencing on January 1st of each year. Beginning September 1, 1999, bulletins will be issued on the first (1st) and sixteenth (16th) of each month, along with assignments from previous bulletins. When the date for issuing bulletins falls on either a Saturday or Sunday, or a holiday observed by the railroad, the bulletin will actually be issued on either the work day immediately preceding or the work day immediately following that day. [Seniority Districts Consolidation- Related Agreements, 6/10/99]

B. Each bulletin will show its consecutive number, date of posting and date of expiration; and for each position thereon will specify location and rate of pay, assigned hours, work days, [machine No., in Roadway Equipment Department (For exceptions see Appendices BB and SS)] and nature of work.

C. When position is filled, notice of assignment will be given in similarly numbered bulletin form showing name and seniority date of successful applicant for each position filled. Bulletin of positions or vacancies, and notice of assignment on vacancies previously bulletined may appear on the same numbered

bulletin notice when occurring simultaneously.

D. Employees (including those on furlough) desiring positions or vacancies on bulletin will file their applications in writing in duplicate not later than 12:00 Noon on the ninth (9th) calendar day following the issue date of the bulletin, (Example: For a bulletin dated the first calendar day of the month, applications must be filed by 12:00 Noon or by the first mail delivery of the day, whichever is later, on the tenth calendar day of the month) one copy with the General Chairman and one copy with the proper officer of the Company, and assignment will be made not later than ten (10) calendar days thereafter. No application received after the specified closing time of the bulletin will be considered, and no applicant will be allowed to withdraw his bid after such closing time. All applications for Districts 100, 200, 300, 400 and 500 shall be made in the form as per Appendix X of this Agreement. [Seniority Districts Consolidation-Related Agreements, 6/10/99, Letter of Agreement, 1/14/02 Letter of Agreement] [Appendix K Paragraph 4 HH]

E. Employees assigned to positions on bulletin, unless being used for special service, must take position assigned to within thirty (30) calendar days, unless prevented from doing so by illness or other authorized leave.

Under this paragraph, an employee assigned to a position by bulletin assignment should be released from his former assignment and will report to his new assignment as soon as practicable after date of assignment unless being held for special service by the Carrier or prevented from doing so because of illness or other authorized leave. (If a move to another location is involved release should be at close of shift on last day of work week to enable reporting at start of shift on first day of work week following.)

F. (1) Bids will not be accepted from an employee while on sick leave, or other authorized leave. Such employees returning from sick, or other authorized leave, will be permitted to displace a junior employee from an assignment in accordance with the displacement provisions of Rules 15 F, or of 16 C and 16 D, as appropriate to that returning employee. [See Rule 7, Section II-K, 2nd paragraph for exceptions to displacements onto Region/System Gangs.] [1/14/02 Letter of Agreement] [Appendix K Paragraph 4 GG]

(2) Bids will be accepted from an employee while on vacation. An employee who is on vacation during the period in which a bulletin was both posted and closed who elected not to bid while on vacation may, upon returning from vacation, displace a junior employee from an assignment secured by bulletin that was both bulletined and closed during the absence of the senior employee, provided he/she does so within five (5) calendar days upon reporting back for service. [See Rule 7, Section II-K, 2nd paragraph for exceptions to displacements onto Region/System Gangs.] [Appendix K Paragraph 4 GG]

CONCERNING PARAGRAPH (2) ABOVE : During discussions on this amendment, the parties agreed that employees on vacation are not required to review nor make application for any position that was both posted and closed during their vacation absence. The parties also agreed that any failure to make application for a position both posted and closed during an employee's vacation absence will not be cited as a reason for the Carrier to deny or suspend job protection benefits to which the employee would be otherwise entitled. An employee returning from vacation and displacing a junior employee under Rule 21 F(2), and who has not already established seniority in the class, will be awarded the same seniority date of the junior employee being displaced by the returning employee under this rule. [See Rule 7, Section II-K, 2nd Paragraph for exceptions to displacements onto Regional/System Gangs.] [1/14/02 Letter of Agreement] [Appendix K Paragraph 4 GG]

G. When more than one (1) vacancy or new position exists at the same time, employees shall have the right to bid on any or all, stating preference.

H. Preference in manning new lines or extensions shall be given to employees on seniority district from which new lines diverge.

I. Copies of bulletins and assignments will be furnished to Local Chairmen on their divisions, Assistant or Vice General Chairman on their respective districts, and General Chairman.

J. In the absence of applications for a bulletined position, when an employe is assigned to such position or vacancy after assignment notice is posted, such fact will be shown on the next assignment notice.

NOTE Where machine number is shown on bulletin for machine operators, if machine becomes inoperative another machine may be assigned without rebulletining. If the machine is not repaired within six (6) months, then job will be rebulletined.

RULE 22. ASSIGNMENT PROCEDURE

A. Each new position or vacancy bulletined as provided in Rule 21 will be assigned to the senior qualified applicant who holds seniority on the seniority roster from which the position in question is filled and in the rank of that position. In the absence of such applicants, the senior qualified applicant in the next lower rank and in succeeding lower ranks, if necessary, on the same roster will be assigned. Except as otherwise provided in this Agreement, in the absence of qualified applicants from the seniority roster of the position in question, the senior qualified applicant from other seniority rosters in the same sub-department will be assigned.

B. If no application is received from a qualified employe holding seniority in the sub-department where the vacancy exists, the senior qualified applicant from other sub-departments will be assigned.

C. Employes may transfer from one sub-department to another sub-department under this rule without loss of seniority, except that an employe who has established seniority in the Bridge and Building Sub-department transferring to the Track Sub-department will forfeit all seniority acquired in the Bridge and Building Sub-department and an employe who has established seniority in the Track Sub-department transferring to the Bridge and Building Sub-department will forfeit all seniority acquired in the Track Sub-department.

D. An employe vacating a position will not be eligible for assignment to the vacancy created thereby unless there are no other applicants or the position has been filled and is again vacated.

E. When practicable, positions of track, bridge and highway crossing watchman will be filled by qualified incapacitated employes from any department, with maintenance of way employes to be given preference in seniority order. Once so assigned, incapacitated employes will be subject to displacement only by a senior in-capacitated employe.

NOTE Applications will be accepted from incapacitated employes on leave of absence for new positions and vacancies specified in paragraph E of this rule.

RULE 23. FAILURE TO QUALIFY

A. Employes awarded bulletined positions, or employes securing positions through exercise of seniority, in a class in which not yet qualified, will not be disqualified for lack of ability to do such work after a period of thirty (30) calendar days thereon. Employes will be given reasonable opportunity in their seniority order to qualify for such work as their seniority may entitle them to, without additional expense to the Company.

NOTE "Without additional expense to the Company" is understood to mean that an employe qualifying on a position will be entitled to the rate of pay he was receiving on his immediately previous assignment.

B. An employe failing to qualify for a position secured by bulletin, or in exercise of seniority will be given notice in writing of reason for such disqualification.

C. An employe who considers himself unfairly disqualified may request, and shall thereupon be given, an investigation as to such qualifications pursuant to the provisions of Rule 62.

D. An employe awarded a bulletined position or securing a position through exercise of seniority to a position for which not yet qualified shall if disqualified return to his former position. In the event his former position has been filled, the employe filling the position shall return to his former position.

If his former position has been abolished or the position was secured by a senior employe through the exercise of seniority in accordance with provisions of Rule 8 E, the disqualified employe will be governed by provisions of Rule 8 E.

RULE 24. FORTY HOUR WORK WEEK

A. Subject to the exceptions contained in this Agreement, a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7) is hereby established. The work weeks may be staggered in accordance with the Company's operational requirements. So far as practicable the days off shall be Saturday and Sunday. This work week rule is subject to the provisions which follow.

B. Alternative Work Weeks & Rest Days for Production Crews

1. Production crews may be established consisting of five (5) eight (8) hour days followed by two (2) consecutive rest days. One of those rest days shall be either a Saturday or a Sunday, and both weekend days shall be designated as rest days where there is no need for weekend work. [7/29/91 Imposed Agreement]

2. Production crews may be established consisting of four (4) ten (10) hour days followed by three (3) consecutive rest days, in lieu of five (5) eight hour days. The rest days of such compressed work week will include either Saturday or Sunday. However, where there is no need for weekend work, production crews will be given both weekend days as rest days. [7/29/91 Imposed Agreement]

C. Overtime hours paid for other than hours not in excess of eight (8) paid for at overtime rates on holidays, or for changing shifts, shall not be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

NOTE The expressions "positions" and "work" refer to services, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employes.

D. Five-day Positions

On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

E. Six-day Positions

Where the nature of the work is such that employes will be needed six (6) days each week, the rest days will be either Saturday and Sunday, or Sunday and Monday.

F. Seven-day Positions

On positions which are filled seven (7) days per week any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

G. Regular Relief Assignments

(1) All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned. Relief assignments will not be required to have five (5) days of work per week.

(2) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(3) When at a work location there is not sufficient work in one (1) seniority rank or on one (1) seniority roster, as the case may be, in such seniority rank or seniority roster, respectively, a relief assignment consisting of work on positions in more than one seniority rank or seniority roster in the same sub-department may be established.

(4) When a relief assignment consists of positions in more than one seniority rank or seniority roster, such relief assignment will be assigned to the applicant senior in the service of the Company in any of the ranks or rosters included within such assignment who has the requisite ability to fill such assignment. An employee assigned to a relief assignment under the provisions of this Section (4) will not establish seniority in a rank or on a roster in which such employee has not acquired seniority previous to his assignment to such relief assignment, except that when such assignment is filled by an employee who has not established seniority in any rank or roster included in such assignment, such an employee may establish seniority in the lowest rank in one of the rosters included in such assignment and will be required to advise the employing officer in writing within ten (10) calendar days after taking service on such assignment the seniority roster in which he elects to establish seniority. After having made such election such an employee will not establish seniority in any other roster or rank by reason of filling such relief assignment.

(4) When a relief assignment consists of positions one or more of which is required to be bulletined under the rules of this Agreement, such assignment will be bulletined.

H. Deviation from Monday-Friday Week

If in positions or work extending over a period of five (5) days per week an operational problem arises which the Company contends cannot be met under the provisions of Section D of this rule, and requires that some of such employees work Tuesday through Saturday instead of Monday through Friday, and the employees contend the contrary and if the parties fail to agree thereon, then if the Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under this Agreement.

I. Non-consecutive Rest Days

The typical work week is to be one with two (2) consecutive days off, and it is the Company's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by Sections E, F and G, the following procedures shall be used:

(1) All possible regular relief positions shall be established pursuant to Section G of this rule.

(2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Agreement.

(3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods (see Section N of this rule).

(4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

(5) If the foregoing does not solve the problem, then some of the relief or extra men may be given non-consecutive rest days.

(6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) consecutive days off.

(7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

(8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Company may nevertheless put the assignments into effect subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Company to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.

J. Work on Unassigned Days

Where work is required by the Company to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have forty (40) hours of work that week in all other cases by the regular employee.

K. Beginning of Work Week

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

L. Rest Days of Extra or Furloughed Employees

To the extent extra or furloughed men shall be utilized under applicable agreements or practices, their days off need not be consecutive: however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

M. Guarantees

Nothing in this rule shall be construed to create a guarantee of any number of hours or days of work.

N. Accumulation of Rest Days

In accordance with Section I (3) of this rule, rest days may be accumulated as provided herein.

(1) An employee accumulating rest days in six (6) day service may be required to work on one of his rest days each week for not to exceed five (5) rest days, or an employee accumulating rest days in seven (7) day service may be required to work on both of his rest days each week for not to exceed ten (10) rest days, and when so required to work, such employees will be compensated at the straight time rate for work performed on rest days of such position. When five (5) rest days have been accumulated on positions in six (6) day service, or when ten (10) rest days have been accumulated on positions in seven (7) day service, by the performance of work on rest days at straight time rate, an employee occupying such position will be relieved for the number of

rest days accumulated on such position or paid the difference between straight time rate and time and one-half rate for the hours worked on rest days at straight time rate.

(2) When an employe occupying a position upon which rest days are being accumulated vacates such position for any reason prior to the expiration of a particular accumulation period, or when an employe occupying a position upon which rest days are being accumulated is affected by the discontinuance of the accumulation of rest days on such position prior to the expiration of a particular accumulation period, he will be paid the difference between straight time rate and time and one-half rate for the hours worked on rest days at straight time rate, unless he is allowed to take the number of rest days accumulated before he is required to report for work on another assignment.

(3) An employe taking service on a position upon which rest days are being accumulated after the accumulation of rest days on such a position in a particular accumulation period has commenced and who continues to be assigned to such a position on and after the expiration of the particular accumulation period will be relieved at the expiration of the particular accumulation period for the number of accumulated rest days included within such accumulation period.

(4) The employe relieving an employe who has accumulated rest days may be required to work on the assigned rest days of the position occupied while relieving such employe, and when so required to work will be compensated in the manner provided for in Section N (1) above.

(5) When a holiday falls on a day upon which an employe who has accumulated rest days is being relieved such holiday will not be credited against the number of days such an employe is to be relieved for accumulated rest days, but such employe will be paid the difference between straight time rate and time and one-half for the hours worked on one (1) rest day at straight time rate.

(6) Certain Burlington Northern Maintenance of Way crews will be allowed to work four 10-hour days at the respective pro rata rate of pay in lieu of five 8-hour days at pro rata rates of pay, without rebulletining of the positions, subject to the conditions in the current "4-10's" Agreement (Appendix HH).

RULE 25. BASIC DAY

A. Except as otherwise provided in this Agreement, eight (8) hours exclusive of the meal period shall constitute a day.

B. For work requiring continuous service, eight (8) consecutive hours without meal period will constitute a day, in which case twenty (20) minutes shall be allowed in which to eat without deduction in pay.

C. Except as provided in this rule, regular established working hours will not be reduced below eight (8) hours per day.

D. When less than eight (8) hours are worked for convenience of employes, or when regularly assigned for service of less than eight (8) hours on rest days and holidays, or when, due to inclement weather, interruptions occur to regularly established work period preventing eight (8) hours work, only actual hours worked or held on duty will be paid for except as provided in Section E of this rule.

E. When inclement weather conditions prevent employes from performing work on a regular scheduled workday, they will be allowed a minimum of three (3) hours at pro rata rate. If held on duty over three (3) hours, actual time so held will be paid for. Except in an emergency and when required to patrol track during heavy rains, employes reporting will not be required to work in the rain for the sole purpose of receiving payment under this Section. [11/15/96 Agreement, Paragraph 6]

F. Positions not requiring continuous work, such as track tunnel, bridge and highway crossing watchmen, signalmen at non-interlocking crossings, drawbridge operators, and pumpers, and whose work is such that they can be relieved from duty, may be worked eight (8) hours within a spread of twelve (12) hours. Not more than one release from duty shall be made in any one (1) day, meal period not to be considered a release. In no case shall employees in these classifications be assigned to less than eight (8) hours per working day month.

NOTE Application of this Section F will be confined to positions assigned as such as of date this Agreement becomes effective.

RULE 26. STARTING POINT

A. Time of employees will start and end at designated assembling point. Designated assembling or starting point will be interpreted as follows:

(1) Section Forces - Tool House.

(2) Employees who are provided with outfit cars or highway trailers, the assembling point shall be the tool or material car provided such employees. If a tool or material car is not furnished, or is located away from the outfit cars or highway trailers, the assembling point shall be the location of the outfit cars or highway trailers.

(3) Employees under the provisions of Rule 38 who are not furnished outfit cars or highway trailers, the assembling point shall be the station on the Carrier closest to the work location where meals and lodging are available within a reasonable proximity; however, where the majority of the members of the gang and the supervisor agree, any point may be designated as the assembling point.

(4) Employees authorized to provide their own living quarters in trailer home or pickup camper - the assembling point will be a place such as Carrier railroad station, section headquarters, B&B headquarters, tool house or gang tool cars an a siding in a city or town close. to the work site.

(5) Employees in terminals or fixed headquarters - Employees other than those covered above will have one designated assembling point where they will start and end their day's work, except that in Chicago and St. Louis Terminals there may not be more than two such assembling points designated for each gang.

B. When employees are sent away from headquarters and remain away overnight, the beginning and ending of day's work shall be at a designated point such as a railroad depot, section headquarters or motel-hotel accommodations at the nearest town where such lodging and meal accommodations are available.

C. Paid time for production crews* that work away from home shall start and end at the reporting site designated by the appropriate supervisor by the end of the previous day, provided the reporting site is accessible by automobile and has adequate off-highway parking. If a new highway site is more than 15 minutes travel time via the most direct highway route from the previous reporting site, paid time shall begin after fifteen (15) minutes of travel time to the new reporting site from the carrier designated lodging site for it, and from the new reporting site to the carrier designated lodging site for it, on the first day only of such change in the reporting site. [7/29/91 Imposed Agreement, Article VIII]

*Note: Production crews include all supporting BMW E employees who are assigned to work with, or as a part of, a production crew. [7/29/91 Imposed Agreement, Article VIII]

In order that there shall be no duplication, time paid for in accordance with this provision shall not be included in determining compensation that may otherwise be due an employee for travel time under the Award of Arbitration Board No. 298, as amended, or similar provisions. [7/29/91 Imposed Agreement, Article VIII]

Any unpaid time traveling between the carrier-designated lodging site and the work site is restricted to no more than thirty (30) minutes each way at the beginning and end of the work day. [9/26/96 National Agreement, Article XVII]

RULE 27. STARTING TIME

A. Where a single shift operation is in effect, the regular assigned starting time of employees will be between 5:00 A. M. and 10:00 A. M., or between 3:00 P. M. and 9:00 P. M. [Seniority Districts Consolidation-Related Agreement 6/10/99, Article C(2)(A)] [Also see Appendix GG]

It is understood that at points where one-shift fuel service is maintained and the train service is such as to require practically all-night service, exceptions to the restrictions as to starting time of fuel service employees may be made by mutual agreement between the General Chairman and the Company.

B. When two or more shifts are employed, the starting time may be regulated in accordance with the requirements of the work, except no shift shall start between 12:00 Midnight and 4:00 A. M. [Seniority Districts Consolidation-Related Agreement 6/10/99, Article C(2)(B)] [Also see Appendix GG]

C. The starting time of any position will not be changed without first giving the affected employee(s) 36 hour notice, except 48 hour notice shall be given for a change which is greater than four (4) hours. All changes in starting time will remain in effect for no less than five (5) consecutive days. [Seniority Districts Consolidation-Related Agreement 6/10/99, Article C(2)(C)] [Also see Appendix GG]

D. The starting time of district mobile production gangs* meeting the Sickles definition, and Regional and System production gangs* established under Article XIII of the 1991 BMW Imposed Agreement, as amended by Article XVI of the 1996 National Agreement, will be covered by Article IX-Starting Time of the July 29, 1991 BMW Imposed Agreement. [Seniority Districts Consolidation-Related Agreement 6/10/99, Article C(1)] [Also see Appendix GG]

The starting time shall be between 4:00 A. M. and 11:00 A. M. and shall not be changed without thirty-six hours notice, except that forty-eight hours notice shall be given for a change which is greater than four hours. Starting times shall remain in effect for at least five consecutive days. The BMW may contest the creation of new starting times through the arbitration procedure set forth in Article XVI. If the carrier wishes to start a crew so early that a convenient restaurant is not open, or end work so late that a meal cannot be obtained, it will be the responsibility of the carrier to provide a meal to those employees at the work site or other place appropriate, convenient and safe to its employees. It is understood that local supporting forces and interrelated crews supporting the operation of these crews may also be covered by Article IX. 17/29/91 Imposed Agreement, Article IX, Section 1; Seniority Districts Consolidation-Related Agreement 6/10/99]

Other starting times may be agreed upon by the parties for production crews* involving service which is affected by environmental conditions or governmental requirements or for work that must be coordinated with other operations in order to avoid substantial loss of right of way access time; however no production crew shall have a starting time between midnight and 4:00 A. M. If the parties fail to agree on such other starting times, the matter may be referred to arbitration in the manner described in Article XVI, of the 2/06/92 Imposed Agreement. Similar notice requirements regarding starting time as described above, shall apply. [7/29/91 Imposed Agreement, Article IX, Section 2]

* Note: Production crews include supporting BMW forces who are directly involved. However, “directly involved” should be given the narrowest possible construction consistent with the efficient operation of the production crew. [7/29/91 Imposed Agreement, Article IX]

E. Starting times of ancillary crews may be staggered up to two hours from the regular start time for performing work associated with the work being performed by the main crew. For example, surfacing crews with tie gangs or undercutters; crossing crews with undercutters, tie gangs or rail gangs; and welding crews with tie gangs, rail gangs or undercutters. For crews covered under “D” above, the staggered start time must be within the hours of 4:00 A. M. and 3:00 P. M. For crews in all other assignments, the staggered start time must be within 5:00 A. M. and 10:00 A. M., or 3:00 P. M. and 9:00 P. M. [Seniority Districts Consolidation- Related Agreement 6/10/99, Article D] [Also see Appendix GG]

RULE 28. MEAL PERIOD

A. Regular meal periods shall be observed at the work site or other convenient location between the beginning of the fourth hour and the beginning of the seventh hour computed from the assignment starting time, unless otherwise agreed upon by the carrier and the affected employees. The meal period shall not be less than thirty (30) minutes nor more than one (1) hour. Wash room facilities shall be provided where the job location requires a meal period to be observed at the work site.[7/29/91 Imposed Agreement]

B. It is not the intent of this rule to allow the carrier to require employees to miss a meal period. Whenever the meal period cannot be observed within the prescribed time period because of unusual circumstances and is worked, affected employees shall be paid on a minute basis at the straight time rate and twenty (20) minutes in which to eat shall be granted at the first opportunity without deduction in pay.[7/29/91 Imposed Agreement]

C. The Company shall arrange to feed men assigned to work at wrecks, washouts or other emergencies once each six (6) hours, computed from the end of the last meal period, without expense to employees or deduction in pay, it being understood that this shall not apply in cases where employees regularly assigned to outfits equipped not only for lodging but for meals may be moved with such outfits to work under such emergency conditions. [7/29/91 Imposed Agreement]

D. An employee required to work any part of his regularly assigned meal period will be allowed time therefor on the minute basis at the rate of time and one-half. In the event there is not twenty (20) minutes within the assigned meal period in which to eat lunch, not to exceed twenty (20) minutes in which to eat shall be afforded at the first opportunity without deduction in pay. Any time not worked within the assigned meal period will be used to make up the twenty (20) minute lunch period. [9/01/82 Agreement, Rule 28 B; 7/29/91 Imposed Agreement, Article VI, Section 4]

RULE 29. OVERTIME

A. Except as otherwise provided in this Agreement, time worked preceding or following and continuous with a regularly assigned eight (8) hour work period shall be computed on actual minute basis and paid for at time and one-half rate, with double time computed on actual minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from starting time of employee’s regular shift.

B. Employees required to work continuously from one regular work period into another regular work period shall be paid for the second or succeeding period at rate of time and one-half for the first sixteen (16) hours of work commencing with the starting time of the regular work period and thereafter at double-time

rate until the beginning of the next regular work period, except that when a majority of employes affected desire to continue to work the remaining hours of their regular work period instead of being released for rest, such remaining regular work period hours will be paid for at straight time rate.

C. An employee notified or called to perform work after the expiration of his regular work week and prior to the commencement of his next work week, or after his assigned quitting time on one day and prior to his assigned starting time on his next work day with a holiday intervening, and required to work continuously into the next regularly assigned work period, will be paid therefor on the actual minute basis at time and one-half rate with double time after sixteen (16) continuous hours of work in each twenty-four (24) hour period, or portion thereof, computed from the time the employe is required to report for work, or from the time called, as the case may be, to the commencement of the regularly assigned work period. Except as otherwise provided for in Section D of this rule, such an employe will be paid at straight time rate for work performed during the regularly assigned work period.

D. Employes required to work eight (8) or more hours preceding and continuous with a regularly assigned eight (8) hour work period and into their regularly assigned work period, will be paid on the actual minute basis at time and one-half rate for work performed during the regularly assigned work period, except that when a majority of employes affected desire to continue to work the remaining hours of their regular work period instead of being released for rest, such remaining regular work period hours will be paid for at straight time rate.

E. This rule shall not apply to the provisions of existing "meal period" rules.

F. Employees required to render more than three (3) hours overtime service continuous with their regular assignment shall be accorded an additional meal period, the meal to be provided by the Carrier. Subsequent meal periods, with meals provided by the carrier, shall be allowed at intervals of not more than six (6) hours computed from the end of the last meal period. [From Art. VI, **Sec. 3** 2/06/92 Imposed Agreement]

G. In applying this rule to employes accumulating rest days under Rule 24, the established hours of such employes on work days will be recognized as their regular work period hours on rest days that are being accumulated.

H. In the application of this rule to new employes temporarily brought into the service in emergencies, the starting time of such employes will be considered as of the time that they commence work or are required to report.

I. This rule shall not apply to an employe working more than one shift in a twenty-four (24) hour period when such shifts are included in a regular relief assignment as provided for in Rule 24, or where such work is performed by an employe due to moving from one assignment to another, or to or from an extra or furloughed list.

J. There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

RULE 30. CALLS

A. Except as otherwise provided in Rules 24 and 29, employes notified or called to perform work

outside of and not continuous with the regular work period, will be allowed a minimum of two (2) hours and forty (40) minutes at time and one-half rate for two (2) hours and forty (40) minutes work or less, and if held on duty in excess of two (2) hours and forty (40) minutes, time and one-half will be allowed on the minute basis.

B. An employe notified or called under this rule to perform work after the expiration of his regular work week and prior to the commencement of his next work week, or after his assigned quitting time on one day and prior to his assigned starting time on his next work day with a holiday intervening, will be paid for such service in conformity with this rule with double time computed on the actual minute basis after sixteen (16) continuous hours of work in a twenty-four (24) hour period computed from the time the employe is required to report for work, or from the time called, as the case may be. If required to work continuously in excess of twenty-four (24) consecutive hours, time worked in the second and each succeeding twenty-four (24) hour period will be paid for on the actual minute basis at the rate of time and one-half with double time after sixteen (16) continuous hours of work in the second and each succeeding twenty-four (24) hour period, computed from the commencement of the second and each succeeding twenty-four (24) hour period.

C. The time of an employe who is notified prior to release from duty to report for work will begin at the time required to report and end when released. The time of an employe who is called after release from duty to report for work will begin at the time called and will end at the time he returns to designated point at headquarters.

RULE 31. AUTHORIZED OVERTIME

No overtime hours will be worked without authority of a superior officer, except in cases of emergency where advance authority is not obtainable.

RULE 32. REST DAY OR HOLIDAY PERIOD

A. Except where otherwise provided in this rule, employes who are required to work or held on duty on rest days and the following holidays, namely:

In the United States:

New Year's Eve Day
New Year's Day
President's Day
Good Friday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day Eve Day
Christmas Day

In Canada:

British Columbia Day
New Year's Day
Good Friday
Empire Day
Dominion Day
Labor Day
Thanksgiving Day
Remembrance Day
Christmas Eve Day
Christmas Day
Boxing Day

(provided that when any of the above holidays fall on a Sunday, the following day shall be considered the holiday) shall be paid for at the rate of time and one-half for time worked or held on duty, with a minimum of two (2) hours and forty (40) minutes as per Rule 30.

B. A regular relief employe, of the same class, working in the place of a regular employe on the latter's assigned rest days will be paid therefore at the straight time rates, except that such relief employe, if worked on a designated holiday, shall be paid at the applicable overtime rate.

C. Where rest days are being accumulated under Rule 24 N, the provisions of this rule will not

apply, except that such employe, if worked on a designated holiday, shall be paid at the applicable overtime rate.

D. If agreeable to a majority of the employes affected, and if approved by the Company, when a holiday occurs between the first day and the last day of the work week, employes assigned to a crew may be required to work on such holiday at straight time rate and observe the **last** day of the work week in which the holiday occurs as the holiday.

NOTE: The Holiday Agreement of August 21, 1954, as subsequently amended, is applicable to employes covered by this Agreement.

[For Synthesis of current holiday provisions, *see* Appendix "B".]

RULE 33. ABSORBING OVERTIME

Employes will not be required to suspend work during any regular assigned work period for the purpose of absorbing overtime.

RULE 34. HEADQUARTERS POINT- RELIEF EMPLOYES

For other than employes in a type of service the nature of which regularly requires them throughout their work week to live away from home in outfit cars, camps, highway trailers, hotels or motels, the Company shall designate a headquarters point for each regular position and each regular relief position. For employes other than those serving in regular positions or in regular assigned relief positions the Company shall designate a headquarters point for each employe. No designated headquarters point may be changed more frequently than once each sixty (60) days and only after at least fifteen (15) days written notice to the employe affected.

RULE 35. TRAVEL TIME

A. Employes not in camp cars and other than those covered by Section G hereof will be allowed straight time for actual time waiting or traveling as passengers by passenger train or other public conveyance by the direction of the Company, during or outside of regular work period including travel on rest days or holidays, either on or off an assigned territory.

If, during the time on the road, an employe is relieved from duty and is permitted to go to bed for five (5) or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day for service and travel when such irregular service presents the employe from making his regular daily hours at home station.

B. An employe who is not furnished means of transportation by the Company from one work point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such transportation. If he uses his personal automobile for this purpose in the absence of transportation furnished by the Company, he shall be reimbursed for such use of his automobile on a mileage basis consistent with Company policy but not less than fifteen (15) cents a mile for the mileage from one work point to another.

C. Employes assigned to camp cars or mobile lodging facilities traveling by direction of the Company in such facilities will be allowed straight time rate for traveling in such facilities.

D. When camp cars or mobile lodging facilities are moved from one work point to another, employes assigned to such facilities not required to care for such facilities will be furnished free transportation in either mobile lodging facilities, or on passenger trains, or other methods. An employe who is not furnished

means of transportation by the Company from one point to another and who uses other forms of transportation for this purpose shall be reimbursed for the cost of such transportation. If he **uses** his personal automobile for this purpose in the absence of transportation furnished by the Company, he shall be reimbursed for such use of his automobile on a mileage basis consistent with Company policy but not less than fifteen **(15)** cents a mile for the mileage from one work point to another.

E. Each employe furnished means of transportation by the Company will **be** paid the amount of travel time computed at straight time rate from one work point to another which the conveyance on which transportation made available by the Company would take regardless of how any employe actually travels from one work point to another.

Each employe who is not furnished means of transportation by the Company will be paid the amount of travel time computed at straight time rate from one work point to another which is consumed by the mobile lodging facilities in moving from one work point to another. If an employe's work point is changed during his absence from the work point on a rest day or holiday, he shall be paid any mileage he is required to travel to the new work point in excess of that required to return to his former work point. Waiting between transportation connections enroute will be considered traveling in the application of this rule.

F. Employes will not be allowed time while traveling in the exercise of seniority, or between their homes and designated assembling points, or for other personal reasons.

G. (1) Employes filling relief assignments or performing extra or temporary service will be paid for travel and waiting time as follows:

(2) If the time consumed in actual travel, including waiting time enroute, from the headquarters point to the work location, together with necessary time spent waiting for the employe's shift to start, exceeds one (1) hour, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time enroute, necessary to return to his headquarters point **or** to the next work location exceeds one (1) hours, then the excess over one (1) hour in each case shall be paid for as working time at the straight time rate of **the** job to which traveled. When employes are traveling by private automobile time shall be computed at the rate of two (2) minutes per mile traveled.

RULE 36. EXPENSES

A. Employes, other than those covered by Section B of this rule, will be reimbursed for cost of meals and lodging incurred while away from their regular outfits or regular headquarters by direction of the Company, whether off or on their assigned territory. This rule not to apply to mid-day lunch customarily carried by employes, nor to employes traveling in exercise of their seniority rights.

NOTE It is understood that the phrase "mid-day lunch customarily carried by employes" applies to those employes whose program of work takes them out and back each day so that they can eat their morning and evening meals at the headquarters and prepare their lunch before leaving in the morning. **Also** that under those circumstances an employe is not entitled to reimbursement for noon day meal regardless of where he eats it. On the other hand an employe whose duties take him away from headquarters and/or regular outfit for lodging will be reimbursed for the cost of all regular meals away from headquarters or outfit cars the day he leaves as well **as** other days while on a trip.

B. Employes filling relief assignments or performing extra or temporary service (other than track inspectors) who are unable to return to their headquarters on any day shall be reimbursed for the actual reasonable cost of meals and lodging away from their headquarters point not in excess of \$52.00 per day. If

Company provides a lodging facility at an away from headquarters point and an employee is agreeable to using such facility, then the maximum allowance will be \$23.00 for meals. If an employee is working at a point away from his headquarters point where there is no transportation available for him to return to his headquarters point on rest days or recognized holidays and he remains at outside point, then he will also be subject to this allowance on such days. [5/31/01 National Agreement]

C. Employees force assigned to a headquarterd position on the new district which offers no other away-from-home expense provision will be eligible for certain benefits as follows, [and as interpreted in the Questions and Answers attached as Appendix EE: Seniority Districts Consolidation-Related Agreement 6/10/99, Forced Assignment]

1. Employees forced assigned to a headquarterd position which is located greater than 75 highway miles from both the employee's residence and the employee's home station will he eligible for double occupancy lodging under the BNSF corporate lodging program on each day service is performed at the away-from-home headquarter location. Employees utilizing Carrier provided lodging under this provision will receive a meal allowance of \$15.00 for each day on which service is performed and the employee is housed at Carrier expense at the away-from-home headquarter location.

2. For the purpose of applying Rule 36 C of this Agreement to those employees who are not currently assigned a home station, a "Home Station" is defined as the station, town or city listed in the current Carrier Timetable located on the seniority district nearest his residence. The Carrier will assign a "Home Station" on December 1 of each calendar year based on the employee's residence on that date. The employee's "Home Station" may only be changed on December 1 of each calendar year unless otherwise agreed to between the parties to this Agreement.

Upon assignment of the initial "Home Stations" under this provision, the Carrier will advise the employee of his assigned "Home Station" and the General Chairman will he provided with a listing of the "Home Stations" for all employees he represents. Thereafter, on each December 1, only those employees whose "Home Station" is changed from the previous year will require such notification. This information is to be provided to the employees and the General Chairman by each December 31. It is the responsibility of the employee to keep the Carrier advised of address changes in the usual manner.

3. An employee who maintains his residence on a line that was sold, leased or abandoned will be allowed to use his home address (residence) as his "Home station" for the purpose of applying Rule 36 C; provided that: (1) the employee maintained his residence there at the time of the line sale, lease or abandonment and; (2) the employee still resides at that same address as of September 12, 1999. An employee qualifying for a home address "Home Station" under this provision who changes his residence to any location other than that occupied at the time of sale, lease or abandonment will he required to establish a "Home Station" consistent with Rule 36 C (2) of this Agreement. This provision will also apply in the same fashion to employees affected in the same manner by future line sales, leases, or abandonments.

4. Employees may opt to utilize the lodging provided in Rule 36 C (1) above on the evening immediately prior to the beginning of the work week at the away-from-home headquarters point, but will not be eligible for the \$15.00 meal allowance on that day. An employee utilizing this option will not be eligible for Carrier provided lodging on the last day of his workweek unless: (1) service is performed at the away-from-home headquarter point the day following the end of the work week; or (2) the employee works more than three hours of overtime continuous with the end of shift on his last day of the work week. Employees utilizing this option will remain eligible for the \$15.00 meal allowance on the last workday of the week, provided service is performed on that day.

5. Employees drawing Rule 36 C (1) expenses who are held away from their headquarterd

positions overnight will be entitled to expenses applicable to the position worked in lieu of Rule 36 C (1) expenses. Nothing in this Rule 36 C is intended to change or supercede the application or payment of expense provisions for employees held away from assigned headquarter points overnight. [Seniority Districts Consolidation Agreement -Related Agreements 6/10/99; Article A]

**RULE 37. EXPENSES--ROADWAY EQUIPMENT OPERATORS AND HELPERS
(For Group 2 Machine Operators on District Mobile Gangs meeting Sickles Definition,
See Appendix RR)**

Jobs for roadway equipment operators and helpers in the five (5) seniority districts indicated in Rule 6 A shall be bulletined with a designated headquarters point for the jobs which may not be changed more often than once each year. It is understood that in no case shall such headquarters point be at a location where facilities for obtaining lodging (if not furnished with an outfit car) and meals are not available. It is understood that roadway equipment operators can operate any machine for which qualified at the headquarters point for his job in the same seniority group.

When a roadway equipment operator or helper is unable to return to his headquarters point on any night, he shall be allowed actual expenses on bulletined workdays provided he actually performs compensated service on such days.

If the Company does not provide an outfit car for such employes when they are away from their headquarters point, lodging will be provided by the Company or the employes will be reimbursed for the expenses incurred therefor.

If an employe is working at a point away from his headquarters point where there is no transportation available for him to return to his headquarters point on rest days or recognized holidays and he remains at outside point, then he will be allowed meal and lodging expenses on such days.

If a roadway equipment operator or helper bids in a vacancy on a job or a new job with a different headquarters point, he will assume that as his headquarters point. The headquarters point for such job may be changed after one (1) year from time first established, even though there were one or more exercises of seniority on such a job in the interim.

The provisions of Rule 38 shall not apply to roadway equipment operators and helpers covered by this rule.

Roadway equipment operators and helpers subject to this rule will be allowed the following additional allowance for each day worked to help defray expenses for weekend trips home when assignment is such they are not return to headquarters for weekend.

Distance from Designated Headquarters Point to Point at which Employe is <u>Working</u>		<u>Daily Allowance</u>
30	miles or less	\$.00
31	60 miles	\$.90
61	90 miles	\$ 1.20
91	120 miles	\$ 1.50
121	150 miles	\$ 1.80
151	200 miles	\$ 2.30
201	250 miles	\$ 2.80
251	or more miles	\$ 3.30

The distance that the employe is away from his headquarters point on the last work day of his work week shall determine the amount of the daily allowance for each day the employe works or receives holiday compensation in that week not to exceed five (5) days per week. Highway mileage by the most direct route shall be used in computing distance.

An employe claiming the daily allowances provided above will not be allowed meal and lodging expense on weekends provided in the fourth paragraph of this rule.

Where outfit cars are furnished, they may be used seven days a week.

NOTE When the Carrier does not furnish an outfit car, an employe subject to this rule may request authorization from the Company to provide his own living quarters in trailer home or pickup camper. If authorized he will be allowed lodging allowance of \$29.00 per day he works and is unable to return to his headquarters point at night. [5/31/01 National Agreement]

RULE 38. SECTION I--MOBILE HEADQUARTERS (WITH OR WITHOUT OUTFIT CARS) - LODGING - MEALS

A. Other than as provided in Rules 37 and 39, the Company shall provide for employes who are employed in a type of service, the nature of which regularly requires them throughout their work week to live away from home in outfit cars, camps, highway trailers, hotels or motels as follows:

(1) If lodging ~~is~~ furnished by the Company, the outfit cars or other lodging furnished shall include bed, mattress, pillow, bed linen, blanket, towels, soap, washing and toilet facilities.

(2) An expense allowance for furnishing and laundering pillows, bed linens, blankets and towels in the amount of thirty (30) cents will be allowed for each day that per diem meal allowance is paid. In the event the Company arranges to furnish and launder pillows, bed linens, blankets and towels, this expense allowance will not apply.

B. Lodging facilities furnished by the Company shall be adequate for the purpose and maintained in a clean, healthful and sanitary condition.

C. If lodging is not furnished by the Company the employe shall be paid a lodging allowance of \$29.00 per day. [5/31/01 National Agreement]

D. If the Company provides cooking and eating facilities and pays the salary or salaries of necessary cooks, each employe shall be paid a meal allowance of \$7.50 per day. [5/31/01 National Agreement]

E. If the Company provides cooking and eating facilities but does not furnish and pay the salary or salaries of necessary cooks, each employe shall be paid a meal allowance of \$15.50 per day. [5/31/01 National Agreement]

F. If the employes are required to obtain their meals in restaurants or commissaries, each employe shall be paid a meal allowance of \$23.00 per day. [5/31/01 National Agreement]

G. The foregoing per diem meal and lodging (if applicable) allowance shall be paid for each day of the calendar week, including rest days and holidays, except that it shall not be payable for work days on which the employe is voluntarily absent from service, and it shall not be payable for rest days or holidays if the employe is voluntarily absent from service when work was available to him on the work day preceding or the

work day following said rest days or holiday.

NOTE: Employees whose place of residence is less than thirty (30) miles from the work site will not be allowed the lodging allowance for rest days and holidays unless worked on those days. The place of residence is determined by Company records reflecting the W-4 form filed at time of assignment to position.

H. When outfit cars are assigned to the Maintenance of Way employees referred to in this rule, they will be maintained in good mechanical repair and wired for electricity with no less than two outlets. The Company shall maintain such cars in good and sanitary condition. It is understood that men occupying such cars may be used to maintain these cars on company time. Such cars will be screened, equipped with oil or gas stoves, air circulating devices, suitable flooring, sturdy steel bunks and springs, mattresses, and mattress covers that may be removed for laundering. They will be equipped with adequate washing, shower and toilet facilities or cars will be located where such facilities are available. Whenever possible, the outfit cars will be placed at locations where ample electrical current is available, or a portable electric system will be provided. An adequate supply of water suitable for drinking and other domestic uses will be made available and stored in sanitary receptacles. If kitchen facilities are provided, cars will be equipped with oil or gas cooking stoves, refrigerators, utensils and dishes in proportion to the number of men to be accommodated.

I. The Company will continue a program to upgrade existing outfit cars or construct additional cars meeting the conditions specified in Section H of this rule with the understanding that outfit cars not meeting such specifications will not be assigned for men referred to in this rule unless an agreement is reached between the General Chairman and the Company.

J. Positions with mobile headquarters will be bulletined with outfit cars if outfits are to be furnished or without outfit cars if none are to be furnished.

K. Employees on positions that are bulletined with outfit cars and none are furnished or if sent away from their outfit cars by direction of the Company and remain away overnight, Rule 36 A meal and lodging expense reimbursement instead of expenses provided for in this rule will be applicable on such days. Employees on positions that are bulletined as mobile without outfit cars will be allowed meal and lodging expense as provided in this rule.

SECTION II--WEEK-END TRAVEL ALLOWANCE

A. At the beginning of the work season employees are required to travel from their homes to the initial reporting location, and at the end of the season they will return home. This location could be hundreds of miles from their residences. During the work season the carriers' service may place them hundreds of miles away from home at the end of each work week. Accordingly, the carriers will pay each employee a minimum travel allowance as follows for all miles actually traveled by most direct highway route for each round trip:

0 to 100 miles	\$ 0.00
101 to 200 miles	\$ 25.00
201 to 300 miles	\$ 50.00
301 to 400 miles	\$ 75.00
401 to 500 miles	\$100.00

Additional \$25.00 payments for each 100 mile increments.
[9/26/96 National Agreement, Article XIV]

B. At the start up and break up of a gang, an allowance will be paid after 50 miles, with a payment of \$12.50 for the mileage between 51 and 100 miles.[9/26/96 National Agreement, Article XIV]

C. Carriers may provide bus transportation for employees to their home area on weekends. Employees need not elect this option.[9/26/96 National Agreement, Article XIV]

D. For the purposes of this Section, an employee's Home Station (as defined below) shall be used in lieu of his residence if the employee's residence is located outside of the employing carrier's system (i.e., in a state (or location outside the continental United States) that does not contain a line of road directly operated and maintained by that carrier), except where his residence is closer to the work location than his Home Station. Home Station for this purpose shall mean a station, town or city listed in the carrier's timetable that is located nearest to the employee's residence. [5/31/01, National Agreement, Article VII, Section I]

E. For employees required to work over 400 miles from their residences the carrier shall provide, and these employees shall have the option of electing, an air travel transportation package to enable these employees to return to their families once every three weeks. Ground transportation from the work site to the away from home airport shall be provided by each carrier, and on the return trip the carrier shall provide ground transportation from the away from home airport to the lodging site. In dealing with programmed work, the employees and carrier may know how long the employees will be required to work beyond the 400 mile range, and the employer can require the employees to give advance notice of their intention to elect the air transportation option so that the carrier may take advantage of discounted air fares. Employees must make themselves available for work on at least ninety percent of the regularly scheduled work days during the three week period. And, they will not qualify for the travel allowance set forth in Section A, above, during the three week period. Irrespective of the customary meal and lodging entitlement that employees have under their local agreements, when employees elect the air transportation option, they shall be entitled to meals and lodging during their two away from home weekends in the three week cycle and they shall not be entitled to meals and lodging during the third weekend upon which they return home by air transportation. [9/26/96 National Agreement, Article XIV]

F. For the purposes of calculating mileage and filing for benefits under this Section II, See Appendix LL.

RULE 39. COOPERATIVE BOARDING AND LODGING

A. Where cooking and eating facilities are furnished by the Company on a cooperative basis by mutual agreement between General Chairman and the Company, Rule 38, Section I, will have no application except as specifically provided herein, but the following provisions will apply.

B. In such case, camp cars consisting of sleeping quarters with necessary heating facilities, sanitary bunks or berths with springs and mattresses sufficient to accommodate the number of men employed and a car for cooking and eating equipped with range and cooking utensils and dishes in proper proportion to the number of men to be accommodated will be furnished by the Company. Foremen will be held responsible for the proper care of all such equipment and for the maintenance of clean and sanitary conditions therein. An adequate supply of water suitable for domestic purposes, fuel for cooking, heating, refrigeration, and ice when necessary, will also be furnished by the Company. Food supplies and all other incidental furnishings other than as above provided will be furnished by the employees and the Company put to no expense pertaining to the furnishing of such board and lodging except the services of a cook as provided in Appendix E and that when necessary to secure provisions at other than the point at which such crews are located, such provisions will be transported by use of Company facilities without charge. The Company will also accept orders from the employees for protection of board bills at such camps by payroll deduction upon receipt of report of amount due certified by the foreman, and where such cooperative camps are established, they will not be disbanded without at least six

(6) working days' notice in advance.

NOTE: The employe will either pay in advance or sign order for payroll deduction to protect board bill.

C. Employes assigned in cooperative boarding cars under this rule will be allowed a meal allowance of \$7.50 per day as provided in Rule 38 Section I, D and G, and they will also be subject to the provisions of Rule 38 Section I, A (2). However, if employes are sent away from their outfit cars by direction of the Company and remain away overnight, Rule 36 Section I, A meal and lodging expense reimbursement instead of the meal allowance provided for in this rule will be applicable on such days. [5/31/01 National Agreement]

RULE 40. INVESTIGATIONS AND APPEALS

A. An employe in service sixty (60) days or more will not be disciplined or dismissed until after a fair and impartial investigation has been held. Such investigation shall be set promptly to be held not later than fifteen (15) days from the date of the occurrence, except that personal conduct cases will be subject to the fifteen (15) day limit from the date information is obtained by an officer of the Company (excluding employes of the Security Department) and except as provided in Section B of this rule.

B. In the case of an employe who may be held out of service pending investigation in cases involving serious infraction of rules the investigation shall be held within ten (10) days after the date withheld from service. He will be notified at the time removed from service of the reason therefor.

C. At least five (5) days advance written notice of the investigation shall be given the employe and the appropriate local organization representative, in order that the employe may arrange for representation by a duly authorized representative or an employe of his choice, and for presence of necessary witnesses he may desire. The notice must specify the charges for which investigation is being held. Investigation shall be held, as far as practicable, at the headquarters of the employe involved.

D. A decision shall be rendered within thirty (30) days following the investigation, and written notice thereof will be given the employe, with copy to local organization's representative. If decision results in suspension or dismissal, it shall become effective as promptly as necessary relief can be furnished, but in no case more than five (5) calendar days after notice of such decision to the employe. If not effected within five (5) calendar days, or if employe is called back to service prior to completion of suspension period, any unserved portion of the suspension period shall be canceled.

E. The employe and the duly authorized representative shall be furnished a copy of the transcript of investigation, including all statements, reports, and information made a matter of record.

F. The investigation provided for herein may be waived by the employe provided that any discipline assessed is confirmed in writing in the presence of his duly authorized representative and agreed to by the proper officer of the Carrier.

G. If it is found that an employe has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from record. He shall be reinstated with his seniority rights unimpaired, and be compensated for wage loss, if any, suffered by him, resulting from such discipline or suspension.

H. The provisions of Rule 42 shall be applicable to the filing of claims and to appeals in discipline cases. [See Appendix JJ for alternative expedited arbitration procedures]

I. The date for holding an investigation may be postponed if mutually agreed to by the Company and the employe or his duly authorized representative. If there is a change in the location of the investigation, the employe and his duly authorized representative will be notified.

J. If investigation is not held or decision rendered within the time limits herein specified, or as extended by agreed-to postponement, the charges against the employe shall be considered as having been dismissed.

K. If an employe who has been discharged for cause is later reinstated, without having been found blameless, and his former position has been bid in by another employe on regular bulletin, the reinstated employe will displace the youngest assigned man in his own rank, unless otherwise agreed between the General Chairman and the Company.

RULE 41. PHYSICAL DISQUALIFICATION

A. When an employe is withheld from duty because of his physical condition, the employe or his duly accredited representative may, upon presentation of a dissenting opinion as to the employe's physical condition by a competent physician, make written request upon his employing officer for a Medical Board.

B. The Company and the employe shall each select a physician to represent them, each notifying the other of the name and address of the physician selected. These two physicians shall appoint a third neutral physician, who shall be an expert on the disability from which the employe is alleged to be suffering.

C. The Medical Board thus constituted will make an examination of the employe. After completion they shall make a full report in duplicate, one copy to the Company and one copy to the employe. The decision of the Medical Board on the physical condition of the employe shall be final.

D. The Company and the employe shall each defray the expenses of their appointee, and shall each pay one-half of the fee and expenses of the third neutral physician.

E. If there is any question as to whether there was any justification for restricting the employe's service or removing him from service at the time of his disqualification by the company doctors, the original medical findings which disclose his condition at the time disqualified shall be furnished to the neutral doctor for his consideration and he shall specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral doctor shall be accepted by both parties in settlement of this particular feature. If it is concluded that the disqualification was improper, the employe will be compensated for actual loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification, but not retroactive beyond the date of the request made under Section A of this rule.

RULE 42. TIME LIMIT ON CLAIMS

A. All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the Company authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Company shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employe or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Company as to other similar claims or grievances.

B. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be

taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Company shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the Company designated for that purpose.

C. The requirements outlined in Sections A and B of this rule pertaining to appeal by the employee and decision by the Company, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Company to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless, within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3, Second, of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months' period herein referred to.

D. A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

E. This rule recognizes the right of representatives of the Organization, party hereto, to file and prosecute claims and grievances for and on behalf of the employees it represents.

F. This Agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the Company.

G. This rule shall not apply to requests for leniency.

RULE 43. ATTENDING COURT

Employees taken away from their regular assigned duties at the request of the Company to attend court or to appear as witnesses for the Company, will be allowed eight (8) hours at pro rata rates for each work day, and eight hours at time and one-half for rest days and holidays, or actual amount they would have earned had they remained on their regular assigned positions, whichever is greater. Transportation will be furnished and actual expenses allowed while away from headquarters. Any fee or mileage accruing will be assigned to the Company.

RULE 44. COMPOSITE SERVICE

An employee assigned by proper authority to perform service on a higher rated position for one (1) hour or more shall be paid the higher rate for the time assigned thereto; except that when the time so engaged exceeds four (4) hours on one day will be allowed the higher rate for the entire day. The rate of pay of an employee will not be reduced when temporarily assigned by proper authority to a lower rated position.

RULE 45. PERSONAL INJURIES

A. Employes shall not be held from work on account of declining to sign a release pending a final settlement of personal injury claims.

B. Employes injured while at work will not be required to make accident reports before they are given medical care and attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.

RULE 46. ICE AND WATER

The Company will furnish an adequate supply of water suitable for domestic uses to employes living in its buildings, camps, and outfit cars. Where it must be transported and stored, the receptacle shall be adapted to the purpose. Present practice with respect to furnishing company ice will be continued.

RULE 47. RESIDENCE AT HOME

An employe stationed at a point where he maintains a residence or an employe furnishing his own living quarters within thirty (30) normal travel miles of the point where employed will not be compelled to board with a boarding outfit. Employes boarding in outfits who desire to be away over a weekend will not be compelled to pay for meals when away from their outfits if they notify the cook of the boarding camp not later than Thursday of each week.

RULE 48. TOOLS

The Company will furnish the employes such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen. Employes who furnish their own tools will not be required to sharpen such tools on their own time. They must, however, be guided by the instructions of the foreman in taking time to do this work.

RULE 49. RUBBER BOOTS - PROTECTIVE CLOTHING AND EQUIPMENT

Employes will be furnished suitable rubber boots when necessary. The carrier shall provide protective clothing and equipment (except shoes) that it deems necessary for the protection of the safety and health of employes covered by this Agreement. 19/26/96 National Agreement-Side Letter #9]

RULE 50. PAY

A. When there is a shortage equal to one (1) day's pay or more in the pay of an employe, voucher will be issued to cover the shortage, if requested. Employes leaving the service of the Company will be furnished with a time voucher covering all time due within seventy-two (72) hours or earlier when possible.

B. Employes required to make out time sheets and sign same for themselves or gang will be promptly notified in writing when said time is not allowed and the reason therefor given, and such time roll maker will notify the employes affected.

RULE 51. CASHING CHECKS

When employes are located at isolated points consideration will be given to affording opportunity to have pay checks cashed.

RULE 52. EMPLOYEE'S COMMITTEE

Employees serving on committee work will, on sufficient notice, be granted leave of absence and such free transportation as is consistent with the regulations of the Company.

RULE 53. SERVICE LETTERS

When requested in writing at the time of leaving the service, employees who have personal records on file with the Company will be furnished service letters.

RULE 54. TRADING POSITIONS

Employees will not be allowed to trade positions.

RULE 55. CLASSIFICATION OF WORK

- A. 1. Track Inspector.
An employee assigned the responsibility for the proper inspection of the tracks, roadway and right-of-way on his district(s).
- 2. Bridge and Building Inspector.
An employee responsible for inspecting buildings and bridges and other structures.
- B. Foreman.
An employee assigned to direct the work of men and reporting to officials of the railroad shall be classified as a foreman.
- C. Assistant Foreman.
An employee assigned to assist a foreman in directing the work of men shall be classified as an assistant foreman.
- D. Water Service Foreman.
An employee assigned to direct the work of other employees in Section E hereof. Must also be qualified to perform work listed in Section E hereof and may be required to perform such work.
- E. Water Service Mechanic--Pump Repairer.
An employee skilled in and assigned to repair pumps, pipe lines, or any other work in connection with the maintenance of water or fuel supplies or steam heating plants, including the bending, fitting, cutting or threading of pipe in connection with pipe work, coming under the jurisdiction of the Bridge and Building Department, shall be classified as a water service mechanic, pipefitter, steamfitter or plumber.
- F. First Class Carpenter.
An employee assigned to construction, repair, maintenance or dismantling of buildings or bridges, including the building of concrete forms, erecting false work, etc. He shall be a skilled mechanic in house and bridge work and shall have a proper kit of carpenter tools sufficient to carry out the work employed upon, except such tools as are customarily furnished by the Company.
- G. Second Class Carpenter.
An employee shall be a rough carpenter, expert saw, axe and hammer man, and must have a general experience in such work.
- H. Shop Carpenter.
An employee assigned to building or repairing of cabinets, desks or other furniture or engaged in the

performance of bench carpenter work shall he classified as a shop carpenter.

I. Steel Bridge and Building Mechanic.

An employe assigned to the setting of columns, beams, girders, trusses, or in the general structural erection, replacement, maintaining or dismantling of steel in bridges, buildings and other structures and in the performance of related bridge and building iron work, such as riveting and rivet heating, shall be classified as a steel bridge and building mechanic.

NOTE On former SP&S and NP, B&B carpenters performed this type of work and will be under Rule 44.

J. Painter.

An employe assigned to mixing, blending, sizing, applying of paint, kalsomine, whitewash, or other preservative to structures, either by brush, spray, or other methods, or glazing, including the cleaning or preparation incidental thereto, shall he classified as a painter. (This will not preclude the use of carpenters to do painting or helpers to perform preparatory or other work customarily accepted as helpers' work.)

K. Welder.

An employe assigned to the operation of any welding device used in the performance of such work as repairing, tempering and cutting rails, frogs and switches, welding and cutting in connection with construction, maintenance and dismantling of bridges, buildings and other structures, and any other welding and cutting in Maintenance of Way Structures Department shall be classified as a maintenance of way welder.

L. Grinder Operator.

An employe assigned to the operation of a grinding device, performing all grinder operations, either preparatory or finishing, and including the use of the cutting torch, shall he classified as a grinder operator.

M. Traveling Maintainer and Maintainer Mechanic.

An employe skilled in and assigned to building (if not purchased) repairing, dismantling or adjusting roadway machine equipment and machinery, and on former SP&S certain repairs to automotive equipment.

N. Machine Operator.

An employe qualified and assigned to the operation of machines classified as groups 1, 2, 3, and 4 in Rule 5.

O. Helper.

An employe assigned to assist the respective mechanics described in the foregoing sections of this rule shall be classified as a helper.

P. Truck Driver.

An employe assigned to primary duties of operating dump trucks, stake trucks and school bus type busses, except trucks having a manufacturer gross vehicle weight of less than 16,000 lbs. or any vehicle of the pick-up, panel delivery or special body type. The term special body refers to trucks such as those used by welder gangs and equipment maintainers with special bodies designed to transport mechanics, tools, equipment and supplies. When vehicles equipped with snowplow blades are used for plowing snow or moving dirt, the truck driver rate will apply in accordance with Rule 44. Truck Driver will perform such other work as may be assigned to him when not engaged in driving a truck.

Q. Sectionmen.

Employes assigned to constructing, repairing and maintaining roadway and track and other work

incident thereto.

R. Extra Gang Men.

Employees assigned to out of face rail relaying, out of face tie plating (one (1) mile or more), out of face reballasting, bank widening, grade and line changes and construction of new or removal of old track. Extra gangs may be used for the purpose of removing snow, slides, and work in connection with wrecks or washouts but not to the exclusion of section or district gang laborers. This rule will not prohibit the performance of any of the foregoing work by section or district maintenance gangs.

S. Pumper (Water and Fuel Oil).

An employee assigned to pump water and fuel oil as instructed.

T. Drawbridge Tender.

An employee assigned to operate drawbridges for opening and closing, handling control that starts and stops motors that operate the draw, control that operates semaphores to signal trains, clean and oil motors and gears, make minor repairs to controls, keep the control room clean, inspect draw as required for proper operation and perform other work incident thereto.

U. Track Maintainer.

An employee assigned to work with and assist a Track Inspector in inspecting tracks, roadway and right-of-way on their district. Track Maintainers may change angle bars, raise joints, shim track, cut brush, perform snow removal, make reports, and otherwise perform repair and maintenance work incident to inspection of roadway and track. [Appendix DD-Seniority Districts Consolidation Agreement-Related Agreements 6/10/99, Attachment No.1]

NOTE to Rule 55: The following is agreed to with respect to the contracting of construction, maintenance or repair work, or dismantling work customarily performed by employees in the Maintenance of Way and Structures Department:

Employees included within the scope of this Agreement--in the Maintenance of Way and Structures Department, including employees in former GN and SP&S Roadway Equipment Repair Shops and welding employees--perform work in connection with the Construction and maintenance or repairs of and in connection with the dismantling of tracks, structures or facilities located on the right of way and used in the operation of the Company in the performance of common carrier service, and work performed by employees of named Repair Shops.

By agreement between the Company and the General Chairman, work as described in the preceding paragraph which is customarily performed by employees described herein, may be let to contractors and be performed by contractors' forces. However, such work may only be contracted provided that special skills not possessed by the Company's employees, special equipment not owned by the Company, or special material available only when applied or installed through supplier, are required; or when work is such that the Company is not adequately equipped to handle the work, or when emergency time requirements exist which present undertakings not contemplated by the Agreement and beyond the capacity of the Company's forces. In the event the Company plans to contract out work because of one of the criteria described herein, it shall notify the General Chairman of the Organization in writing as far in advance of the date of the contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto, except in "emergency time requirements" cases. If the General Chairman, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the Company shall promptly meet with him for that purpose. Said Company and Organization representative shall make a good faith attempt to reach

an understanding concerning said contracting, but if no understanding is reached the Company may nevertheless proceed with said contracting, and the Organization may file and progress claims in connection therewith.

Nothing herein contained shall be construed as restricting the right of the Company to have work customarily performed by employees included within the scope of this Agreement performed by contract in emergencies that affect the movement of traffic when additional force or equipment is required to clear up such emergency condition in the shortest time possible.

The amount of subcontracting on a carrier, measured by the ratio of adjusted engineering department purchased services (such services reduced by costs not related to contracting) to the total engineering department budget for the five year period 1992-1996, will not be increased without employee protective consequences. In the event that subcontracting increases beyond that level, any employee covered by this Agreement who is furloughed as a direct result of such increased subcontracting shall be provided New York Dock level protection for a dismissed employee, subject to the responsibilities associated with such protection. [9/26/96 National Agreement, Article XV, Section 1]

Existing rules concerning contracting out applicable to employees covered by this Agreement will remain in full effect. [9/26/96 National Agreement, Article XV, Section 2]

RULE 56. RETURN TRANSPORTATION

Employees laid off account of reduction in force, will be passed back to point where hired on the Company.

RULE 57. TAKEN AWAY FROM REGULAR POSITION

A regularly assigned employee who is directed to fill another position, other than provided by rules in this Agreement, will be compensated at the rate applicable to the position so filled, but not less than he would have earned on his regular position.

RULE 58. SECTION HOUSES

Section houses shall be for the use of section foremen and their families. Occupants of these houses shall keep the houses and surroundings neat and clean.

RULE 59. HOUSEHOLD GOODS

Employees transferred from one location to another by direction of the Company, or in the exercise of their seniority rights, will be entitled to move their household effects without payment of freight charges.

RULE 60. EXAMINATIONS

An employee directed by the Company to attend rules examinations or attend safety meetings will be paid for time necessarily lost in taking such examinations, and if required to leave his home station will be allowed actual necessary expenses.

RULE 61. MAKING REPORTS

A. Except as otherwise provided in this rule, on positions the duties and/or responsibilities of which require service in excess of the assigned working hours of the general force, the preparation of time returns, material and other reports, etc., are part of the duties and responsibilities of such positions,

compensation for which is comprehended in the rate established for such positions.

B. Foremen in the Track, Bridge and Building and Welding Sub-departments having crews of more than five (5) men working under their jurisdiction during a particular month or portion thereof, who are required to keep time, make material and other reports outside of the assigned working hours of the general force, will be allowed four (4) hours in such month at pro rata rate as compensation therefor. This allowance will not be made where timekeepers or assistant foremen are employed, or where foremen have crews of less than six (6) men.

RULE 62. UNJUST TREATMENT

An employe who considers himself unjustly treated in matters other than discipline, or in matters other than those arising out of the interpretation and application of the rules of this Agreement, shall have the same right of hearing and appeal as provided in Rule 40, if written request is made to his immediate superior within twenty (20) calendar days after the date of the occurrence of the cause for complaint.

RULE 63. BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employe's brother, sister, parent, child, spouse or **spouse's** parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employes involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employe is absent under this provision.

- NOTE: (1) An employe will have the following options in deciding when to take bereavement leave:
- (a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employe is scheduled to report for duty;
 - (b) three consecutive calendar days, ending the day of the funeral service; or
 - (c) three consecutive calendar days ending the day following the funeral service.
- (2) A maximum of three days off is allowed for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.
- For example, an employe has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employe would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.
- (3) An employe working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. He is eligible for two days of bereavement pay.
 - (4) A day on which a basic day's pay is allowed account bereavement leave will not serve as a qualifying day for holiday pay purposes. However, the parties are in accord that bereavement

leave non-availability should be considered the same **as** vacation non-availability and that the first work day preceding or following the employe's bereavement leave, as the case may be, should be considered **as** the qualifying day for holiday purposes.

- (5) An employe is entitled to bereavement leave in connection with the death of a half-brother or half-sister, but not a stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

RULE 64. JURYDUTY

A. When a regularly assigned employe is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging, or transportation, subject to the following qualification requirements and limitations:

- (1) An employe must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employe is entitled to vacation or holiday pay.
- (4) When an employe is excused from railroad service account of jury duty the Carrier shall have the option of determining whether or not the employe's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employe will not be required to work on his assignment on days on which jury duty:
 - (a) ends within four hours of the **start** of his assignment; or
 - (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.
- (6) On any day that an employe is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 65. COPIES OF AGREEMENT

This schedule of working conditions shall be printed by the Company and any employe affected thereby, who has 60 days' service or more, shall be provided with a copy.

RULE 66. REPRESENTATION

Subject to the provisions of the Railway Labor Act, the right of the Brotherhood of Maintenance of Way Employes to represent employes coming within the scope of this Agreement is recognized, and the interpretation of this Agreement as agreed upon by the Company and the Brotherhood of Maintenance of Way Employes will govern.

RULE 67. WEEK-END TRIPS

A. Employees working away from home will be permitted to make week-end trips to their homes when requirements of the service will permit. Free transportation consistent with pass regulations will be furnished.

B. When conditions permit, permission will be granted to travel by Company owned trucks or motor cars between outfit cars and nearest stations where rail or public transportation **is** available when leaving outfit car, and between such station and outfit car, upon returning to work, provided Company trucks or motor cars are available at the time and place.

C. Time lost account week-end trips will not be paid for. Time not worked on this account may be made up at other times, if agreed to by the Company and a majority of the employes affected, and the pro rata rate will be paid for hours so worked.

RULE 68. ORGANIZATION MEETINGS

Consistent with pass regulations employes will be furnished free transportation to attend meetings of their Organization once each month, and subject to Rule 67 B.

RULE 69. NON-DISCRIMINATION

A. The parties to this Agreement pledge to comply with Federal and State laws dealing with non-discrimination toward any employe. This obligation not to discriminate in employment includes, but is not limited to, placement, upgrading, transfer, demotion, rates of pay **or** other forms of compensation, selection for training, lay-offs and termination.

B. The use of such words as "sectionman", "foreman", "he", "his", and "him", as they may appear in this Agreement, are not intended to restrict the application of the Agreement or a particular rule to a particular sex, but are used solely for the purposes of grammatical convenience and clarity.

RULE 70. ORGANIZATION INFORMATION

The Company will provide the General Chairman with a list of employes covered by the Agreement who are hired. their home addresses, and Social Security numbers if available, otherwise the employes' identification number: a list of the employes recalled from furlough, a list of employes furloughed and a list of employes terminated, (retired, resigned, discharged or deceased). This data will be supplied within thirty (30) days after the month in which the employe is hired, recalled from furlough, or terminated.

RULE 71. VACATIONS

The provisions of the Vacation Agreement of December 17, 1941, as amended, shall be applicable to employes covered by this Agreement. [Appendix A]

RULE 72. OFF-TRACK VEHICLE INJURIES

The provisions of Article V - "Payment to Employes Injured Under Certain Circumstances" of the Agreement of February 10, 1971, as amended, shall be applicable to employes covered by this Agreement. [See Appendix H for synthesis]

RULE 73. SUPPLEMENTAL SICKNESS BENEFITS

The provisions of the Supplemental Sickness Benefit Agreement of May 15, 1973, as amended, shall be applicable to employees covered by this Agreement [not reproduced].

RULE 74. PRIOR CONSULTATION

The provisions of the National Mediation Agreement (Case No. A-5987), dated October 7, 1959, shall be applicable to employees covered by this Agreement. [Appendix F.]

RULE 75. HEALTH AND WELFARE

The provisions of the National Health and Welfare Plan negotiated pursuant to the National Agreement of August 21, 1954, as amended and revised; the National Dental Plan of March 1, 1976, as amended and revised; and the Early Retirement Major Medical Benefits Plan of October 30, 1978, as amended and revised, and the Vision Care Coverage of September 26, 1996 National Agreement, as amended and revised, shall be applicable to employees covered by this Agreement [not reproduced].

RULE 76. UNION SHOP

The provisions of the Union Shop Agreement dated December 12, 1952, and the Dues Deduction Agreement effective January 1, 1980, as amended, shall be applicable to employees covered by this Agreement. [Appendices C and D.]

RULE 77. PERSONAL LEAVE DAYS

A. A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

B. (1) Personal leave days provided in A of this rule may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year and service requirements prevent the employee's utilization of any personal leave days before the end of that year.

(2) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

(3) The personal leave days provided in A of this rule shall be forfeited if not taken during each calendar year. The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of this Agreement will apply thereto. The Carrier will have the right to distribute work on a position vacated among other employees covered by this Agreement.

NOTE The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in this Rule:

Example No. 1

Employee "A" was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

This employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 2

Employee "B" also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employee would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 3

Employee "C" was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. He also rendered compensated service on the required number of days in the years 1974 through 1980, but not during 1981.

This employee, despite the fact that he did not render compensated service on the required number of days in the year 1981, would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

RULE 78. INTRA-CRAFTWORK JURISDICTION

Employees will be allowed to perform incidental tasks which are directly related to the service being performed and which they are capable of performing, provided the tasks are within the jurisdiction of the BMW. Compensation shall be at the applicable rate for the employee performing the service and shall not constitute a basis for any time claims by other employees. This provision is not intended to alter the establishment and manning of work forces accomplished in accordance with existing assignment, seniority, scope and classification rules. [7/29/91 Imposed Agreement, Article XI]

RULE 79. 401(K) PLAN

A. For all US-Based BMW-represented employees who do not presently have a matching 401-(k) plan, effective September 12, 1999, for each \$1.00 contributed by the employee up to four percent (4%) of the employee's total regular earnings as a maintenance of way employee, the company shall contribute \$.25 to that employee's 401 (k) plan account. Thus, on or after September 12, 1999, any maintenance of way employee who contributes 4% or more of his regular earnings as a maintenance of way employee into the 401 (k) plan will receive a contribution, from the company, equal to one percent (1%) of his regular earnings as a maintenance of

way employee made into his 401 (k) plan account. [Seniority District Consolidation-Related Agreements, 6/10/99, Article B]

B. For Canadian-based BMW E-represented employees, the contribution will be made as hereinafter provided:

The plan will provide a 1% bonus, based on the definition of compensation contained in the GRRSP. The 1% bonus will be paid to all Eligible Employees for the partial year 1999 (that portion of the year during which the U.S. based employees were eligible for a 401 (k) match), and the full years 2000, 2001, and 2002. The bonus will be paid during January of the year following the year during which its is earned. This should allow time for all employees and BNSF to complete supplemental contributions to the GRRSP.

Beginning January 1, 2003, the plan will provide for voluntary contributions to the GRRSP as a replacement for the supplemental contributions. Employees will be able to contribute up to 5% of Compensation and BNSF will match 25 cents on the dollar for the first 4% of voluntary contributions. This will then be an almost exact duplication of the U.S. employee benefit. [8/27/99 Letter of Agreement]

RULE 80. EFFECTIVE DATE AND CHANGES

A. This Agreement synthesis shall be ~~effective as of December 31, 2002~~ and shall remain in full force and effect until changed or modified as provided herein, or under the provisions of the Railway Labor Act, as amended.

B. It is the intent of this Agreement synthesis to preserve pre-existing rights accruing to employees covered by the Agreements as they existed under similar rules in effect on the CB&Q, NP, GN, and SP&S Railroads prior to the date of the 1970 merger; and shall not operate to extend jurisdiction or Scope Rule coverage to agreements between another organization and one or more of the merging Companies which were in effect prior to the date of the 1970 merger.

THIS DOCUMENT, INCLUDING **ALSO** ITS APPENDICES AND ATTACHMENTS, IS A SYNTHESIS OF THE PARTIES' EXISTING AGREEMENTS, AND IS INTENDED ONLY AS A CONVENIENT UPDATED REFERENCE GUIDE FOR BOTH THE CARRIER AND THE EMPLOYEES. IT IS NOT INTENDED AND SHALL NOT BE CONSTRUED TO BE, OR APPLIED AS, A SEPARATE AGREEMENT BETWEEN THE PARTIES. NOTHING CONTAINED OR OMITTED HEREIN (INCLUDING, BUT NOT LIMITED TO, HEADINGS, PUNCTUATION, OMITTED OR INCORRECT AGREEMENT SOURCE REFERENCES, AND RELATIVE PLACEMENT OF PROVISIONS) SHALL BE CONSTRUED TO AMEND OR NULLIFY ALL OR ANY PART OF THE EXISTING AGREEMENTS BETWEEN THE PARTIES. IN CASE OF ANY INCONSISTENCY OR CONFLICT BETWEEN THIS DOCUMENT AND ANY EXISTING AGREEMENT INCORPORATED HEREIN, THE EXISTING AGREEMENT SHALL PREVAIL. THIS DOCUMENT IS NOT INTENDED TO MAKE ANY CHANGES IN THE EXISTING RIGHTS OF THE PARTIES. THIS DOCUMENT SHALL NOT BE CONSTRUED OR APPLIED TO NEGATE OR REOPEN SAVINGS CLAUSES, AFFECT PREVIOUS APPLICABLE ARBITRATION AWARDS, OR AFFECT ANY INTERPRETATIONS PREVIOUSLY EXPRESSLY ACCEPTED BY THE PARTIES WITH RESPECT TO THE AGREEMENTS INCORPORATED HEREIN.

Signed at Ft. Worth, Texas on this day of December 31, 2002

For the Brotherhood of Maintenance
of Way Employes:

/s/ Bruce G. Glover

Bruce G. Glover, General Chairman

/s/ David D. Joynt

David D. Joynt, General Chairman

/s/ A. R. Hohbein

Allen R. Hohbein, Vice General Chairman

For the Burlington Northern Santa Fe Railway:

/s/ John Fleps

John Fleps, Vice President Labor Relations

/s/ Daniel J. Kozak

Daniel J. Kozak, Asst. VP Labor Relations

/s/ Dennis J. Merrell

Dennis J. Merrell, Gen. Dir. Labor Relations

/s/ William A. Osborn

William A. Osborn, Director Labor Relations

Approved:

/s/ Leon R. Fenhaus

Leon R. Fenhaus, Vice President, BMWE

APPENDIX A

NONOPERATING (M of W) NATIONAL VACATION AGREEMENTS

The following represents a synthesis in one document, for the convenience of the parties of the current provisions of the December 17, 1941 National Vacation Agreements and amendments thereto provided in the National Agreements of August 21, 1954, August 19, 1960, January 13, 1967, May 17, 1968, February 10, 1971, January 29, 1975, October 30, 1978, December 11, 1981, September 26, 1996 and National Memorandum of Agreement of May 21, 1971, with appropriate source identification.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate vacation agreement shall govern.

A. An annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(Art. 11-Vacations-Section 1(a)-1/13/67 Agreement and Art. IV-Vacations-Section 1(a)-2/10/71 Agreement)

B. An annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year, and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959) inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) such years, not necessarily consecutive.

(Art. 11-Vacations-Section 1(b)-5/17/68 Agreement and Art. IV-Vacations-Section 1(b)-2/10/71 Agreement)

C. Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year, and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959) inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) such years, not necessarily consecutive.

(Art. 11-Vacations-Section 1(c)-1/13/67 Agreement, and Art. IV-Vacations-Section 1(c)-2/10/71 Agreement, Art. 111-Vacations-October 30, 1978 Agreement, and Art. 111-Vacations-December 11, 1981.)

D. Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year, and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959) inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) such years, not necessarily consecutive.

(Art. 11-Vacations-Section 1(d)-1/13/67 Agreement, and Art. IV-Vacations-Section 1(d)-2/10/71 Agreement, Art. 111-Vacations-October 30, 1979 Agreement, and Art. 111-Vacations-December 11, 1981.)

E. Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year, and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (100) days (133 days in the years 1950-1959) inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) such years, not necessarily consecutive.

(ART. IV-Vacations-Section 1(e)-2/10/71 Agreement.)

F. Paragraphs A, B, C, D, and E hereof shall be construed to grant to weekly and monthly rated employes, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(ART. 11-Vacations-Section 1(e)-1/13/67 Agreement and ART. IV-Vacations-Section 1(f)-2/10/71 Agreement)

G. Service rendered under agreements between a carrier and one or more of the Non-operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(ART. 11-Vacations-Section 1(f)-1/13/67 Agreement and ART. IV-Vacations-Section 1(g)-2/10/71 Agreement)

H. Calendar days in each current qualifying year on which an employe renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employe with less than three (3) years of service; a maximum of twenty (20) such days for an employe with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employe with fifteen (15) or more years of service with the employing carrier.

(ART. 11-Vacations-Section 1(g)-1/13/67 Agreement and ART. IV-Vacations-Section 1(h)-2/10/71 Agreement)

I. In instances where employes who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act* of 1967, as amended, the time spent by the such employes in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(ART. IV-Vacations-Section 1(i)-2/10/71 Agreement)

J. Effective January 1, 1973, in instances where an employe who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in the Armed Forces, he will be granted, the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs A, B, C, D, E, and I hereof.

(ART. IV-Vacations-Section 1(j)-5/21/71 Memorandum of Agreement)

K. Effective January 1, 1973, in instances where an employe who has become a member of the

Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which **he** was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs A, B, C, D, E, and I hereof..

(ART. IV-Vacations-Section 1(k)-5/21/71 Memorandum of Agreement)

L. An employe who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not **less** than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employe does not return to service in the following year for the same carrier, he will be compensated in lieu of the vacation he has qualified for provided he files written request to be furnished to his Local or General Chairman.

(ART, 11-Vacations-Section 1(i)- 1/13/67 Agreement and ART. IV-Vacations-Section 1(l)-2/10/71 Agreement)

M, Effective January 1, 2002, a full time official of the Brotherhood of Maintenance of Way Employes who returns to active service with an employing carrier covered by the Agreement shall receive credit, for the purpose of the continuous service qualification requirements for an annual vacation under applicable vacation rules, for all service time as a full time **BMWE** official while on leave from the employing carrier.

[May 31, 2001 side letter to National Agreement May 31, 2001]

2. Insofar as applicable to the employes covered by the this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 2 of such agreement is hereby canceled.

(ART. 11-Vacations-Section 2-5/17/68 Agreement)

3. The terms of this Agreement shall not be construed to deprive any employes of such additional vacation days as he may be entitled to receive **under** any existing rule, understanding or custom, which additional vacation days shall he accorded under and in accordance with the terms of such existing rule, understanding or custom. (Section 3-12.17/41 Agreement)

An employe's vacation period will not be extended by reason of any of the eleven recognized holidays (New Year's Eve Day, New Year's Day, President's Day, Good Friday, Decoration Day, Fourth **of** July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, and Christmas Day, or any day which by agreement has been substituted or is observed in place of any of the eleven holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

(ART, IV-Vacations-Section 3-2/10/71 Agreement and ART. 111-Vacations-1/29/75 Agreement)

4. A. Vacations may he taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employes in seniority order when fixing the dates for their vacations.

The local committee of each organization signatory hereto, and the representatives of the Carrier will cooperate in assigning vacation dates.

B. The management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto, and the proper representatives of the Carrier will cooperate in the assignment of remaining forces.

(Section 4(a) and (b)-12/17/41 Agreement)

5. Each employee who is entitled to vacation shall take same at the time assigned, and while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

If a carrier finds that it cannot release and employe for a vacation during the calendar year because of the requirements of the service, then such employe shall be paid in lieu of the vacation the allowance hereinafter provided. (Section 5-12/17/41 Agreement)

Such employe shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

NOTE: This provision does not supercede provisions of the individual collective agreements that require payment of double time under specified conditions.

(ART. I-Vacations-Section 4-8/21/54 Agreement)

6. The carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employes remaining on the job, or burden the employe after his return from vacation, the carrier shall not be required to provide such relief worker

(Section 6-12/17/41 Agreement)

7. Allowances for each day for which an employe is entitled to a vacation with pay will be calculated on the following basis:

A. An employe having a regular assignment will be paid on vacation the daily compensation paid by the carrier for such assignment.

B. An employe paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account vacation allowance made pursuant to this Agreement.

C. An employe paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this Agreement.

D. An employe working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such

employe worked on as many **as** sixteen (16) different days.

E. An employe not covered by paragraphs A, B, C, or D of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

(Section 7-12/17/41 Agreement)

8. The vacation provided for in this Agreement shall he considered to have been earned when the employe has qualified under Article I hereof. If an employe's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted and the vacation for the succeeding year of the employe has qualified therefor under Article I. If an employe thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall he paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(ART IV-Vacation-Section 2-8/29/60 Agreement)

9. Vacations shall not be accumulated or carried from one vacation year to another.

(Section 9-12/17/41 Agreement)

10. A. An employe designated to fill an assignment of another employe on vacation will he paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employe, such employe shall receive the rate of the relief position. If an employe receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employe in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employe will he paid.

B. Where work of vacationing employes is distributed among two or more employes, such employes will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employe can be distributed among fellow employes without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

C. No employe shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employes.

(Section 10-12/17/41 Agreement)

11. A. While the intention of this Agreement is that the vacation period will he continuous, the vacation may, at the request of an employe, he given in installments if the managements consents thereto.

B. Effective January 1, 1997, employes shall be permitted to take one week of their vacation allowance per year in less than forty (40) hour increments, provided that such vacation days will be scheduled in accordance with existing rules on the carrier applicable to the scheduling of personal leave days.

(ART. VIII-09/26/96 National Agreement)

(Section 11-12/17/41 Agreement)

12. A. Except as otherwise provided in this agreement, a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employe were not granted a vacation and was paid in lieu thereof under the provision hereof. However, if a relief worker necessarily is out to substantial extra expense over and above that which the regular employe on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

B. As employes exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employe is to be filled and regular relief employe is not utilized, effort will be made to observe the principle of seniority.

C. A person other than a regularly assigned relief employe temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

(Section 12-12/17/41 Agreement)

13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that duly authorized representatives of the employes, who are parties to one agreement, and the proper officer of the Carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this Agreement, provided that such changes or understandings shall not be inconsistent with this Agreement.

(Section 13-12/17/41 Agreement)

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement shall be referred to for decision to a committee, the carrier members of which shall be the Carrier's Conference Committee signatory hereto, or their successors: and the employe members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employe members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

(Section 14-12/71/41 Agreement)

15. Except as otherwise provided herein, this Agreement shall be effective January 1, 1973 and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continuous in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(ART. IV-Vacations-Section 2-2/10171 Agreement)

Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942, and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

(ART. I-Vacations-Section 6-8/2 1/54 Agreement)

APPENDIX B

NONOPERATING (M of W) NATIONAL HOLIDAY PROVISIONS

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954 and amendments thereto provided in the National Agreements of August 19, 1960, November 20, 1964, May 17, 1968, February 10, 1971, June 16, 1976 and December 11, 1981, implementing Article 111-Holidays-of the January 29, 1975 National Agreement, with appropriate source identification.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretations or applications of any provision, the terms of the appropriate agreement shall govern.

Section 1.

Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employes shall receive eight hours' pay at the pro rata rate for each of the following enumerated holidays:

New Year's Day	Labor Day
President's Day	Day After Thanksgiving Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve (the day before Christmas is observed)
Fourth of July	Christmas Day
New Year's Eve (the Day before New Year's Day is observed)	

(ART. 11-HOLIDAYS-Section2(a)-2/10/71 Agreement and Section 2-6/16/76 Implementing Agreement.
12/11/81 National Agreement)

A. Holiday pay for regularly assigned employes shall be at the pro rata rate of the position to which assigned.

B. For other than regularly assigned employes, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight (8) hours' pay at the pro rata rate of the position which otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata rate of the position on which compensation last accrued to him prior to the holiday.

C. Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employes shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph B above, provided

- (1) Compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and
- (2) He has had a seniority date for at least 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement or disapproval of application for employment.

D. The provision of this Section and Section hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable **rules** and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

NOTE This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

(ART. 111-Holidays-Section 1-5/17/68 Agreement)

Section 2.

A. Monthly rates, the hourly rates of which are predicated upon **169-1/3** hours, shall be adjusted by adding the equivalent of **56** pro rata hours to the annual compensation (the monthly rate multiplied by **12**) and this sum shall be divided by **12** in order to establish a new monthly rate. The hourly factor will thereafter be **174** and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

B. All other monthly rates of pay shall be adjusted by adding the equivalent of **28** pro rata hours to the annual compensation (the monthly rate multiplied by **12**) and this sum shall be divided by **12** in order to establish a new monthly rate. The sum of presently existing hours per annum plus **28** divided by **12** will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2 shall receive a corresponding adjustment.

(ART. 11-Holidays-Sections 2(a) and (b) of 8/21/54 Agreement)

Effective January 1, **1973**, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of **8** pro rata hours to their annual compensation (the monthly rate multiplied by **12**) in order to establish a new monthly rate.

(ART. 11-Holidays-Section 2(d)-2/10/71 Agreement)

Effective January 1, **1976**, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of **8** pro rata hours to their annual compensation (the monthly rate multiplied by **12**) and this sum shall be divided by **12** in order to establish a new monthly rate. That portion of such **8** pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1(d) of January 29, **1975**. The sum of presently existing hours per annum plus **8**, divided by **12**, will establish a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment shall be made in weekly rates and hourly factors derived therefrom.
(Section 5, 6/16/76 Implementing Agreement)

[The hourly factor as shown in Section 2 A above, was as a result of the addition of the birthday holiday (later Good Friday) increased effective January 1, **1965**, to **174 2/3**; as a result of the addition of Veterans Day as a holiday, effective January 1, **1973**, increased to **175 1/3**; and as a result of the addition of Christmas Eve (the day before Christmas is observed) as a holiday, effective January 1, **1976**, increased to **176** hours.]

Section 3.

A regularly assigned employe shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employe is not assigned to work hut is available for service on such days. If the holiday falls on the last day of a regularly assigned employe's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except **as** provided in the following paragraph, **all** others for whom holiday pay is provided in Section 1, hereof, shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the carrier is credited; or
- (ii) Such employe is available for service;

NOTE "Available" **as** used in subsection (ii) above is interpreted by the parties to mean that an employe is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For purposes of Section 1, other than regularly assigned employes who are relieving regularly assigned employes on the same assignment on both the work day preceding and the work day following the holiday will have the workweek **of** the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday **as** apply to the employe whom he is relieving.

Compensation paid under sick-leave rules **or** practices will not be considered **as** compensation for purposes of **this** rule.

(ART. III-Holidays-Section 2-5/17/68 Agreement)

An employe who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the 'workday' or the 'day' **as** the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the 'workday' or the 'day' before the holiday and on the 'workday' or the 'day' **as** the case may be, immediately following the Christmas Day he fulfills the qualifying requirements applicable to the 'workday' or the 'day' after the holiday.

An employe who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas **Day** under the provisions applicable to holidays generally.

(Section 4, 6/16/76 Implementing Agreement)

Section 4.

Provisions in existing agreements with respect to holidays in excess of the ten holidays referred to Section 1 hereof shall continue to be applied without change.

Section 5.

A. Existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, Veterans day, and to Christmas Eve (the day before the Christmas is observed) in the same manner as to other holidays listed or referred to therein.

(Section 3(a), 6/16/76 Implementing Agreement)

B. All rules, regulations or practices which provide that when a regularly assigned employe has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered **as** his holiday, are hereby eliminated.
(ART. 11-Holidays-Section1(c)-2/10/71 Agreement)

C. Under no circumstances will an employe be allowed in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest day, and/or a vacation day.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

D. Except as provided in this Section 5, existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on a holiday are not changed hereby.

(ART. 111-Holidays-Section45/17/68 Agreement and ART. 11-Holidays-Section4 1(c)-2/10/71 Agreement)

Section 6.

Article II, Section 6 of the Agreement of August 21, 1954 which was added by the Agreement of November 20, 1964, is eliminated. However, the adjustment in monthly rates of monthly rated employes which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect.

(ART. 11-Holidays-Section1(d)-2/10/71 Agreement)

Section 7.

When any of the ten recognized holidays enumerated in Section I, of this Article II, or any day which by agreement, or by law or proclamation of the State or the Nation, has been substituted or is observed in place of any such holidays, falls during an hourly or daily rated employe's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The 'workdays' and 'days' immediately preceding and following the vacation period shall be considered the 'workdays' and 'days' preceding and following the holiday for such qualification purposes.

(ART. 11-Holidays-Sections1(e) and 2(c)-2/10/71 Agreement and Section 3(b) -6/16/76 Implementing Agreement)

Section 8.

Effective January 1, 1983, Article II of this Agreement of August 21, 1954, as amended, insofar as applicable to the employees covered by this Agreement, is hereby further amended in the following respects:

(a) Add the day after Thanksgiving Day and substitute New Year's Eve (the day before New Year's day is observed) for Veteran's Day.

(b) The holiday pay qualification for Christmas Eve-Christmas shall also be applicable to the Thanksgiving day-day after Thanksgiving Day and the New Year's Eve-New Year's Day holidays.

(c) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by local rule, whichever is greater.

(d) A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the Carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.

(e) Except as specifically provided in paragraph (c) above, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's day is observed) in the same manner as to other holidays listed or referred to therein.

(ART.-Holidays-December 11, 1981 Agreement)

APPENDIX C

UNION SHOP AGREEMENT

IT IS AGREED

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of this Carrier now or hereafter subject to the ruled and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continues employment subject to such agreements, become members of the organization party to this Agreement representing their craft of class within sixty calendar days of the date after the effective date of this Agreement, and thereafter shall maintain membership in such organization: except that such membership shall not he required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Agreement shall alter, enlarge, or otherwise change the coverage ~~of~~ the present or future rules and working conditions agreements.

Section 2.

This Agreement shall not apply to employes while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, hut this provision shall not include employes who are subordinate to and report to other employes who are covered by this Agreement. However, such excepted employes are free to be members of the organization at their option.

Section 3.

A. Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such other employment or furloughed or absent as herein provided, hut they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements will continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, he required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

B. The seniority status and rights of employes furloughed to serve in the Armed Forces or granted leaves of absences to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this Agreement but such employes shall, upon resumption of employment, be considered as new employes for the purposes of applying this Agreement.

C. Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who, for reasons other than those specified in subsections A and B of this section, are not in service covered by such Agreements, or leave such service, will not he required to maintain membership as provided in Section 1 of the Agreement so long as they are not in service covered by such agreements, but they

may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

D. Employees who retain seniority under the Rules and Working Conditions Agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the Rules and Working Conditions Agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose Agreement covers the other class of service until the date the employes hold regularly assigned positions within the scope of the Agreement covering such other class of service.

Section 4.

Nothing in this Agreement shall require an employe to become or to remain a member of the organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time in the same organization unit.

Section 5.

A. Each employe covered by the provision of this Agreement shall be considered by a carrier to have met the requirements of the Agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, or any employe who it is alleged has failed to comply with the terms of this Agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organization involved and the form shall make provisions for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employe concerned in writing by Registered *or* certified mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the organization. An employe so notified who disputes the fact that he has failed to comply with the terms of this Agreement, shall within a period of ten calendar days from the date of receipt of such notice, request *the* carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employe concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

B. The carrier shall determine on the basis of the evidence, produced at the hearing whether or not the employe has complied with the terms of this Agreement and shall render a decision within twenty calendar

days from the date that the hearing is closed and the employe and the organization shall be promptly advised thereof in writing by Registered or Certified mail, Return Receipt Requested.

If the decision is that the employe has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Agreement shall be terminated within twenty calendar days of the date of said decision except **as** hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employe or to the organization, it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision of appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employe and the organization shall be properly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested

If the decision of such appeal is that the employe has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested **as** provided below, or **unless** the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employe involved request the selection of a neutral person to decide the dispute **as** provided in Section 5 below. Any request for the selection of a neutral person **as** provided in Section 5 below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

C. If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this Agreement the organization or the employe involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested that a neutral be appointed to decide the dispute, a neutral person to act **as sole** arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this Agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employe involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employe and the organization shall be promptly advised thereof in writing by Registered or Certified mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in **equal** shares by the carrier and the organization: if the employe's position is not sustained, such fees, **salary** and expense shall be borne in equal shares by the carrier, the organization and the employe.

D. The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

E. Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a carrier and the organization will not apply to cases arising under this Agreement.

F. The General Chairman of the organization shall notify the carrier in writing of the title(s) and

address(es) of its representatives who are authorized to serve and receive the notices described in this Agreement. The Carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.

G. In computing the time periods specified in this Agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6.

Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7.

An employe whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this Agreement or whose employment is extended under Section 6 shall have no time or money claims by reason therefor.

If the final determination under Section 5 of this Agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 days periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to a judicial determination. During such periods, no provision of any agreement between the parties hereto shall be used as the basis for a grievance of time or money claim by or on behalf of any employe against the carriers predicated upon any action taken by the carrier in applying and complying with this Agreement or upon an alleged violation, misapplication or non-compliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

Section 8.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employe; provided

further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employes whose seniority and employment are terminated by the carrier under the provisions of this Agreement.

Section 9.

An employe whose employment is terminated as a result of non-compliance with the provisions of this Agreement shall be regarded as having terminated his employe relationship for vacation purposes.

Section 10.

A. The Carrier party to this Agreement shall periodically deduct from the wages of employes subject to this Agreement periodic dues, fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate: Provided, however, that the requirements of this subsection A shall not be effective with respect to any individual employe until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this Agreement, whichever occurs first.

B. The provisions of subsection A of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such Agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11.

In the application of this Union Shop Agreement, any employe in the service on the effective date of this Agreement who was not a member of the union representing his craft or class and will make affidavit he was a member of a bona fide or recognized religious group on the effective date of this Agreement having scruples against joining a union, and any individual thereafter employed who will make affidavit he was a member of a bona fide or recognized religious group on the date first employed having scruples against joining a union, will, if he would otherwise be required to join a union under the Union Shop Agreement, be deemed to have met the requirements of the Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues and assessments to the organization representing his craft or class signatory hereto.

Section 12.

This Agreement shall become effective on the same date as the rules of the collective agreement of which it is a part. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway labor Act, as amended.

APPENDIX D

DUES CHECK-OFF AGREEMENT

Between

BURLINGTON NORTHERN RAILROAD COMPANY

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

In accordance with the provisions of Section 10 of the Union Shop Agreement in effect on this property, the following agreement by and between the Burlington Northern Railroad Company, hereinafter referred to as the "Company" and its employes who are represented by the Brotherhood of Maintenance of Way Employes, hereinafter referred to as the "Brotherhood," will be made effective January 1, 1980.

1. Subject to the terms and conditions hereinafter set forth the Company will deduct from the wages of employes initiation fees, and assessments (excluding fines and penalties) whenever applicable, and union dues, monthly, all of which may be uniformly required as a condition of the employes acquiring or retaining membership in the Brotherhood; and upon their written and unrevoked individual authorizations.

The officer of the Brotherhood designated by the General Chairman will notify in writing the Director-Disbursement Accounting of the Company of any special assessments or changes in amounts of fees or dues, such notice to be in the hands of the Director-Disbursement Accounting not less than thirty (30) days prior to the beginning of the payroll period in which such deduction is to be made effective.

2. Each individual employe subject to the agreement with the Brotherhood who desires such payroll deduction will fill out and sign two (2) copies of the "wage deduction authorization" which will be furnished by the Brotherhood, and shall mail both copies to the General Chairman. The General Chairman shall mail the original to the Company's Director-Disbursement Accounting.

3. A. Individual authorization to be effective for a particular month must be in the possession of the company (Director-Disbursement Accounting) not less than three (3) workdays prior to the end of the month in which the deduction is to be made, which will be for dues of the member for the following month.

B. The designated officer of the Brotherhood shall furnish to the Company an initial statement in duplicate, certified by him, showing roll number (to be secured from Employing Officer), employes' names in alphabetical order, social security account number, employes' number, amount of deduction and lodge number; such statement to be furnished before the third working day prior to the end of the month in which the deductions become effective. Subsequent monthly deductions will be based on the initial statement, plus a monthly Statement showing additions and deletions to be furnished in the same manner as the initial statement required hereby.

4. The Company will forward, by draft, to the designated officer of the Brotherhood the total amount of such deductions promptly. A list showing the names of the employes for whom deductions were made, the amount of the deduction and the total amount deducted will be furnished the officer designated by the Brotherhood (may be other than the officer designated to receive the draft). Said deductions will be made only from wages earned in the second payroll period of each month. If earnings of the employes are insufficient in the second payroll period to permit the full amount of the Brotherhood's deduction, no deduction will be made for that month. In the event of any excess or shortage in said deductions for an individual employe, they will be adjusted by the Brotherhood and the individual employe. No deductions will be made from other than the regular second period payrolls of each month.

5. The following payroll deductions shall have priority over deductions or union dues **as** covered by this Agreement:

- A. Federal, state and municipal taxes and/or other deductions required by law or court orders.
- B. Insurance premiums and medical association dues
- C. Amounts due the Company or cooperative boarding outfits.

6. Responsibility of the Company under this Agreement shall be limited to the amount actually deducted from wages of employes pursuant to this Agreement and the Company shall not be responsible financially or otherwise for failure to make deductions or for improper or inaccurate deductions. Any questions arising as to the correctness **of** the amount deducted shall be handled between the employes involved and **the** Brotherhood.

7. The Brotherhood shall indemnify, defend, and save harmless the Company from any and **all** claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

8. In the event of a change in representation of employes now represented by the Brotherhood this Agreement shall be automatically terminated **as** to the employes involved as of the date official notification is received from the National Mediation Board of such change in representation.

9. This Agreement shall not be effective with respect to any individual employe until the company has been furnished with a proper written assignment to the Brotherhood of such membership dues, initiation fees, and assessments, which assignment shall be revokable in writing at any time after the expiration of one year from the date of its execution, or upon termination of the Rules and Working Conditions Agreement, the Union Shop Agreement, or this Agreement.

10. If and when the Union Shop Agreement shall become unlawful or invalid, this Memorandum Agreement shall be considered automatically cancelled.

ATTACHMENT A

WAGE ASSIGNMENT AUTHORIZATION

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

TO BURLINGTON NORTHERN RAILROAD COMPANY

I hereby assign to the Brotherhood of Maintenance of Way Employees that part of my wages necessary to pay my monthly union dues (not including fines and penalties) as reported to the Burlington Northern Railroad Company by the General Chairman of the Brotherhood of Maintenance of Way Employees, in monthly statements certified by him as provided for in the Dues Deduction Agreement entered into between the Burlington Northern Railroad Company and its employees represented by the Brotherhood of Maintenance of Way Employees effective _____ and I hereby authorize the Burlington Northern Railroad Company to deduct from my wages all such sums and remit them to the Grand Lodge Secretary-Treasurer of the Brotherhood of Maintenance of Way Employees in accordance with the said Dues Deduction Agreement. This authorization may be revoked in writing by the undersigned at any time after the expiration of one year from the date of its execution, or upon the termination of said Dues Deduction Agreement, or upon the termination of the Rules and Working Conditions Agreement between Burlington Northern Railroad Company and Brotherhood of Maintenance of Way Employees, whichever occurs sooner.

Employee No. _____

Social Security No. _____

*Roll No. _____

Occupation _____

*To be filled in by employing officer.

(Please print) NAME

(Last) (First) (Middle Initial)

Street City State Zip Code

Lodge No. Location

Date

Signature

ATTACHMENT "B"

WAGE ASSIGNMENT REVOCATION

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

Effective _____, 19____, I hereby revoke the wage assignment authorization now in effect assigning to the Brotherhood of Maintenance of Way Employes that part of my wages necessary to pay my monthly dues now being withheld pursuant to the Dues Deduction Agreement effective January I, 1980 between Burlington Northern Railroad Company and its employes represented by the Brotherhood of Maintenance of Way Employes and I hereby cancel the authorization now in effect authorizing the Burlington Northern Railroad Company to deduct such monthly union dues from my wages.

Employe No. _____
Social Security No. _____
*Roll No. _____
Occupation _____

*To be filled in by employing officer.

(Please print) NAME

(Last) (First) (Middle Initial)

Street City State Zip Code

Lodge No. Location

Date

Signature

ADDENDUM TO DUES DEDUCTION AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
And
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

In accordance with the provisions of the Voluntary Payroll Deduction of Political Contributions Agreement signed August 31, 1979, between carriers represented by the National Railway Labor Conference and the employes of said carriers represented by the Brotherhood of Maintenance of Way Employes, the parties hereby amend the Dues deduction Agreement of September 25, 1979, as amended, to the extent necessary to provide for the deduction of employes' voluntary political contributions of the following terms and basis;

1 (a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employes voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "Attachment A" and made a part hereof.

(b) Voluntary political contributions will be made monthly from the compensation of employes who have executed a written authorization providing for such deductions, the minimum amount so authorized is \$1.00 per month. The first such deduction will be made in the month following month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days advance written notice from the employe to the Brotherhood and the Carrier by Registered Mail (Attachment D). Changes in the amount to be deducted will be limited to one change in each 12-month period and any change will coincide with a date on which dues deduction amounts may be changed under the Dues Deduction Agreement.

2. The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Brotherhood, an initial statement (Attachment B) by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employe, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement (Attachment C) showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employe's paycheck. Political Contributions will follow dues deductions in priority.

4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the Treasurer, Maintenance of Way Political League, together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

5. The requirements of this agreement shall not be effective with respect to any individual employe until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

Signed at St. Paul, Minn , this 26th day of January, 1981

For:
**BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYES**

/s/ G. H. Duesdieker
General Chairman

/s/ C. H. Lindsey
General Chairman

For:
BURLINGTON NORTHERN RAILROAD COMPANY

/s/ L. K. Hall
Assistant to Vice President-Labor Relations

APPROVED

/s/ A. E. Egbers
Vice President, Labor Relations

ATTACHMENT A

INDIVIDUAL AUTHORIZATION FORM

(VOLUNTARY PAYROLL DEDUCTION)
(ORGANIZATION) POLITICAL LEAGUE

Space for label showing name, address,
System Board and local lodge number.

Department

Work Location

I hereby authorize and direct my employer, _____, to deduct from my pay the sum of \$ _____ for each month in which compensation is due me and to forward that amount to the _____ Political League. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the organization's Political League are not conditions of membership in the Union or of employment with the Carrier, that the organization's Political League will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections.

It is understood that this authorization will remain in effect for a minimum of 12 months; and thereafter, I may revoke this authorization at any time giving the Carrier and the Organization 30 days advance written notice of my desire to do so,

Signed at _____ this _____ day of _____, 19____

(Personal signature)

Social Security Number

ATTACHMENT B

ORGANIZATION _____

ORGANIZATION DIVISION NO. _____

DEDUCTION LISTING COVERING THE MONTH OF _____, 19_____
FOR VOLUNTARY POLITICAL CONTRIBUTIONS TO _____
POLITICAL LEAGUE

EMPLOYEE NO.	NAME	OCCUPATION	NAME
--------------	------	------------	------

TOTAL AMOUNT - _____

I hereby certify the above-listed individuals are members of the (Organization) and that the deductions, as above designated, have been authorized by duly executed "wage assignments" covering voluntary political contributions to the _____ Political League.

TOTAL NUMBER OF DEDUCTIONS LISTED:

Secretary-Treasurer

ORGANIZATION DIVISION NO

(Street)

OPERATING DIVISION OR DEPARTMENT:

(City-State-Zip)

COMPANY: _____ DATE _____

ATTACHMENT C

ORGANIZATION _____

ORGANIZATION DIVISION NO. _____

ADDITIONS OR DELETIONS

DEDUCTION LISTING COVERING THE MONTH OF _____, 19 _____

PURSUANT TO THE CHECK-OFF AGREEMENT BETWEEN THE BROTHERHOOD AND THE COMPANY, EFFECTIVE WITH THE LAST PAY PERIOD OF

_____, 19 _____

THE FOLLOWING ADDITIONS OR DELETIONS ARE TO BE MADE FOR THE EMPLOYES WHOSE NAMES ARE LISTED BELOW:

VOLUNTARY PAYROLL DEDUCTION AUTHORIZATION FORMS FOR THE EMPLOYES TO BE ADDED TO THE INITIAL LISTING ARE ENCLOSED.

NAME	SOCIAL SECURITY NUMBER	LODGE	AMOUNT
------	------------------------	-------	--------

ADDITIONS:

DELETIONS:

COMPANY:

Secretary-Treasurer

ORGANIZATION DIVISION NO:

(Street)
OPERATING DIVISION OR DEPARTMENT

(City-State-Zip)

COMPANY: _____ DATE _____

ATTACHMENT D

WAGE ASSIGNMENT REVOCATION

TO THE COMPANY:

Effective _____, I hereby revoke the wage assignment now in effect assigning to the (Organization), that part of my wages necessary to pay voluntary political Contributions to the _____ Political League now being withheld pursuant to the Dues Check-off Agreement between the Organization and the Company and I hereby cancel the wage assignment now in effect authorizing the Company to deduct such monthly contributions from my wages.

SIGNATURE

COMPANY:

(Street)

OPERATING DIVISION OR DEPT

(City-State-Zip)

Date: _____

(Social Security Number)

APPENDIX E

Rule 39 between the parties hereto, provides the basis on which certain crews board themselves on a cooperative basis:

When an individual is employed as a cook for each crew, instead of using one of the sectionmen, extra gang men or helpers assigned to the crew, the following will apply:

1. Individuals hired only as cooks, who have successfully completed a probationary period of sixty (60) days' active service, will be given a seniority date as cook on the seniority district on which employed, retroactive to their first date of service as such. Helpers, sectionmen or extra gang men who perform cooking duties will retain their seniority and will not be subject to displacement by employees who hold cook seniority only. Such helpers, sectionmen or extra gang men and cooks will be subject to all other schedule rules except as provided in paragraph 2 of this Agreement.

2. Cooks covered by this Agreement will receive * per hour cooking for crews of less than twenty (20) men and * per hour cooking for crews of twenty (20) men and over subject to subsequent general wage increases. (Helpers or sectionmen performing cooking of kitchen duties will be paid helper's, sectionmen and extra gang men rate, except if no cooks employed in the gang, will be paid cooks' rate as shown if higher) They will receive eight (8) hours pay for eight (8) hours work performed during the first twelve (12) hours in preparing and serving meals on the assigned working days of the gang and overtime for time worked after the first twelve (12) hours until released from duty.

Example: 1. Commenced work 5 AM released 7 PM. Paid 8 hours straight time for period 5 AM to 5 PM, 2 hours overtime for period 5 PM to 7 PM.

2. Commenced work 5 AM released 5 PM. Paid 8 hours straight time for period.

Calls, rest days, and holidays worked by cooks, and kitchen helpers (laborers) will be compensated under the provisions of Rules 29, 30 or 32.

* See Rate Sheet

APPENDIX F

EXCERPTS FROM MEDIATION AGREEMENT A-5987 of OCTOBER 7, 1959

IT IS AGREED:

Article I-Prior Consultation

In the event a carrier decides to effect a material change in work methods involving employes covered by the rules of the collective agreement of the organization party hereto, said carrier will notify the General Chairman thereof as far in advance of the effectuation of such change as is practicable and in any event not less than fifteen (15) days prior to such effectuation. If the General Chairman or his representative is available prior to the date set for effectuation of the change; the representative of the carrier and the General Chairman or his representative shall meet for the purpose of discussing the manner in which and the extent to which employes represented by the organization may be affected by such change, the application of existing rules such as seniority rules, placement, and displacement rules and other pertinent rules, with a view to avoiding grievances arising out of the terms of the existing collective agreement and minimizing adverse effects upon the employes involved.

As soon as is convenient after the effective date of this Agreement, and upon the request at reasonable intervals thereafter, the carrier and the General Chairman or his representative will meet informally in a conference to discuss such suggestions as the General Chairman may have to minimize seasonal fluctuations in employment.

This Article does not contain penalty provisions and it does not require that agreements must be reached as the right of the carrier to make changes in work methods or to continue existing practices subject to compliance with the collective agreement is not questioned.

ARTICLE 11-RATES OF PAY

A. The rates of pay of employes subject to the rates of pay rules of the collective agreement between the parties hereto shall be listed in a master wage schedule prepared by the carrier. A copy of this wage schedule shall be furnished to the General Chairman for his verification. The wage schedule shall constitute a part of the rates of pay, rules and working conditions agreement between the parties, but may be physically bound with the general working conditions agreement reproduced as a document under separate cover. This rule does not require that multiple positions of the same classification and carrying the same rate of pay need be individually listed, but the listing shall be in whatever detail is necessary to enable the ascertainment from the schedule of the rate of pay for each position of employes referred to herein. When rates of pay are generally revised and when revisions are made in individual rates of pay, the General Chairman shall be furnished with a statement of the adjustments to be made in the rates as shown in the master wage schedule. When the rules and working conditions agreement is generally revised or reprinted the master wage schedule shall be revised to show the then current rates of pay and reproduced and distributed in the same manner as the Rules and Working Conditions Agreement.

B. The listing of rates of pay in the Agreement does not constitute a guarantee of the continuance of any position or any certain number of positions or anything else other than as stated in paragraph A hereof.

ARTICLE III- RATES OF PAY OF NEW POSITIONS AND ADJUSTMENT OF RATES OF SUPERVISORY EMPLOYES COVERED BY THE RULES OF THE COLLECTIVE AGREEMENT

BETWEEN THE PARTIES HERETO WHERE DUTIES AND RESPONSIBILITIES HAVE ALLEGEDLY BEEN EXPANDED.

A. If a new position is established for which a rate of pay has not been agreed upon, the carrier will in the first instance establish a rate which is commensurate with the duties, responsibilities, characteristics and other requirements of said position. If the General Chairman does not agree that the rate of pay so established is commensurate with the duties, responsibilities, characteristics, and other requirements of the position, he shall so notify the carrier and thereupon the duly authorized representative of the carrier shall meet with the General Chairman or his representative for the purpose of mutually agreeing upon a rate which will be satisfactory to both parties. In the event of failure to reach a mutual agreement on the subject, it will be submitted to arbitration in accordance with paragraph C of this Article.

B. If, as the result of change in work methods subsequent to the effective date of this Agreement, the contention is made by the General Chairman that there has been **an** expansion of duties and responsibilities of supervisory employes covered by the rules of the collective agreement between the parties hereto resulting in a request for wage adjustment and a mutual agreement is not reached disposing of the issue thus raised, the matter will be submitted to arbitration in accordance with paragraph C of this Article.

C. The submissions to arbitration provided for in paragraphs **A** and **B** of this article shall be under and in accordance with the provisions of the Railway Labor Act; shall be between the individual carrier and the system committee of the organization representing employes of such carrier: and shall be governed by an arbitration agreement conforming to the requirements of the Railway Labor Act which shall contain the following provisions:

(1) shall state that the Board of Arbitration is to consist of three members;

(2) shall state specifically that the question to be submitted to the Board for decision shall be limited to the single question as to whether the rate established by the carrier should be continued or whether the rate suggested by the General Chairman should be adopted or whether an intermediate rate is justified; and that in its award the said Board shall confine itself strictly to decision as to the question so specifically submitted to it;

(3) shall fix a period of ten (10) days from the date of the appointment of the arbitrator necessary to complete the Board within which the said Board shall commence its hearings;

(4) shall fix a period of thirty (30) days from the beginning of the hearings within which the said Board shall make and file its award; provided, that the parties may agree at any time upon the extension of this period;

(5) shall provide that the award shall become effective on the date that it is rendered and the rate awarded shall continue in force until changed or modified pursuant to the provisions of the Railway Labor Act.

APPENDIX G

INTERPRETATION ON COMPUTATION OF OVERTIME UNDER THE PROVISIONS OF RULES 29 AND 30

Examples-based on assignment of 8:00 AM to 12:00 Noon and 1:00 PM to 5:00 PM Monday through Friday work week.

EXAMPLE 1: Rule 29

Called at 6:00 AM Monday and works through to 3:00 AM Tuesday:

6:00 AM to 8:00 AM.....	2 hrs. time and one-half rate
8:00 AM to 12:00 Noon-	
1:00 PM to 5:00 PM.....	8 hrs. straight time rate
5:00 PM to 1:00 AM.....	8 hrs. time and one-half rate
1:00 AM to 3:00 AM.....	2 hrs. double time rate

EXAMPLE 2: Rule 29

Begins work at his regular starting time Monday and works through to 3:00 AM Wednesday:

1st Day

8:00 AM to 12:00 Noon-	
1:00 PM to 5:00 PM.....	8 hrs. straight time rate
5:00 PM to 1:00 AM.....	8 hrs. time and one-half rate
1:00 AM to 8:00 AM.....	7 hrs. double time rate

2nd Day

8:00 AM to 4:00 PM	
(Request of Carrier).....	8 hrs. time and one-half rate
4:00 PM to 12:00 MN.....	8 hrs. time and one-half rate
12:00 Mn to 3:00 AM.....	3 hrs. double time rate

EXAMPLE 3: Rule 29

Begins work at 8:00 AM Monday and works through to 5:00 PM Tuesday:

1st Day

8:00 AM to 12:00 Noon-	
1:00 PM to 5:00 PM.....	8 hrs. straight time rate
5:00 PM to 1:00 AM.....	8 hrs. time and one-half rate
1:00 AM to 8:00 AM.....	7 hrs. double time rate

2nd Day

8:00 AM to 11:00 AM	
(Request of Carrier).....	3 hrs. time and one-half rate
11:00 AM to 12:00 Noon-	
1:00 PM to 5:00 PM-Employees	
desiring to work.....	5 hrs. straight time rate

EXAMPLE 4: Rule 29

Called at 11:00 AM Saturday and working through to 5:00 PM Monday:

1st Day

11:00 AM to 7:00 PM.....	8 hrs time and one-half rate
7:00 PM to 3:00 AM Sunday.....	8 hrs. time and one-half rate
3:00 AM to 11:00 AM.....	8 hrs. double time rate

2nd Day

11:00 AM to 7:00 PM..... 8 hrs time and one-half rate
 7:00 PM to 3:00 AM Monday..... 8 hrs. time and one-half rate
 3:00 AM to 8:00 AM..... 5 hrs. double time rate

3rd Day

8:00 AM Monday to 12:30 PM
 (Request of Carrier)..... 4 1/2 hrs. time and one-half rate
 1:00 PM to 5:00 PM-Employees
 desiring to work..... 4 hrs. straight time rate

EXAMPLE 5: Rule 29

Called at 11:30 PM Monday and working through to 4:00 AM Wednesday
 11:30 PM to 8:00 AM..... 8 1/2 hrs time and one-half rate
 8:00 AM to 4:00 PM
 (Request of Carrier)..... 8 hrs. time and one-half rate
 4:00 PM to 12:00 MN..... 8 hrs time and one-half rate
 12:00 MN to 4:00 AM..... 4 hrs. double time rate
 Called at 1:00 AM Monday and working through to 5:00 PM Monday
 1:00 AM to 8:00 AM..... 7 hrs time and one-half rate
 8:00 AM to 12:00 Noon..... 4 hrs. straight time rate
 1:00 PM to 5:00 PM..... 4 hrs straight time rate

EXAMPLE 6: Rule 30

An employe called at 8:00 PM Friday and working through to 6:00 PM Sunday:

8:00 PM Friday to
 4:00 AM Saturday..... 8 hrs. time and one-half rate
 4:00 AM Saturday to
 12:00 Noon Saturday..... 8 hrs. time and one-half rate
 12:00 Noon Saturday to
 8:00 PM Saturday..... 8 hrs double time rate
 8:00 PM Saturday to
 4:00 AM Sunday..... 8 hrs. time and one-half rate
 4:00 AM Sunday to
 12:00 Noon Sunday..... 8 hrs. time and one-half rate
 12:00 Noon Sunday to
 6:00 PM Sunday..... 6 hrs double time rate

Time of employe called under Rule 30 and who work into their regular work period will be computed under provisions of Rule 29.

APPENDIX H

MEDIATION AGREEMENT A-8853 DATED FEBRUARY 10, 1971, ARTICLE V: (AMENDED SEPTEMBER 26, 1996)

ARTICLE V-Payments to Employees Injured Under Certain Circumstances

Where employees sustain personal injuries or death under the conditions set forth in paragraph A below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph B below, subject to the provisions of other paragraphs in this Article.

A. Covered Conditions-

This article is intended to cover accidents involving employees covered by this Agreement while such employees are operating, riding in, boarding, or alighting from off-track vehicles authorized by the carrier and any accident which occurs while an employee is under pay. [9/26/96 National Agreement, Article X]

B. Payments to be made-

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (A) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for **loss** of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (A):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

[9/26/96 National Agreement, Article X]

“Loss” shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident. [9/26/96 National Agreement, Article X]

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, **less** any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or under any other medical or insurance policy

or plan paid for in its entirety by the carrier.

(3) Time Loss

That the carrier will provide an employe who is injured as a result of an accident covered under paragraph (A) commencing within 30 days after such accident 80% of the employe's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employe is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act. [9/26/96 National Agreement, Article X]

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employe a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments. [9/26/96 National Agreement, Article X]

C. Payment in Case of Accidental Death

Payment of the applicable amount for accidental death shall be made to the employe's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employer's Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employe, for the benefit of his estate.

D. Exclusions:

Benefits provided under paragraph B shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide, or attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound.
- (4) Accident occurring while the employe driver is under the influence of alcohol or drugs, or if an employe passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employe is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employe is commuting to and/or from his residence or place of business.

E. Offset:

It is intended that this Article V is to provide a guaranteed recovery by an employe or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employe or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employe or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

F. Subrogation:

The carrier shall be subrogated to any right of recovery an employe or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after May 1, 1971.

It is understood that no benefits or payments will be due or payable to any employe or his personal representative unless such employe, or his personal representative, as the case may be, stipulates as follows:
“In consideration of the payment of any of the benefits provided in Article V of the Agreement of February 10, 1971,

(employee or personal representative)

agrees to be governed by all of the conditions and provisions said and set forth by Article V.”

Savings Clause

This Article V supersedes as of May I, 1971, any agreement providing benefits of a type specified in paragraph B hereof under the conditions specified in paragraph A hereof; provided, however, any individual railroad party hereto, or any individual committee representing employes party hereto, may by advising the other party in writing by April I, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article V in lieu of this Article V.

APPENDIX I

Burlington Lines
547 West Jackson Boulevard
Chicago, Illinois

Mr. E. J. Plondke
General Chairman, BMWWE
Chicago, Illinois

October 29, 1941

Dear Sir:

Referring to our discussion in conference yesterday in connection with the use of the maintenance of way welder helper during short periods of voluntary lay-offs by the maintenance of way welders.

It was decided that in order to *make* some practical use of the welder helper's time when the welder is permitted to lay off for a period of one week, or less than one week, the helper may be placed with a convenient bridge gang, section gang or extra gang, as an additional employe and work under the direction of the foreman of the gang with which he is placed. When this is done, the welder helper will be compensated at his welder helper's rate of pay and his use in this manner will not be grounds for claims on the *part* of any other employe to the work performed by him.

When a welder is permitted to lay off for a longer period than one week, and his vacancy is not filled, the welder helper may exercise seniority in accordance with provisions of schedulerule 8.

It is understood this arrangement may, after a trial of ninety days, be terminated upon ten days' notice if it is found unsatisfactory by either party.

Please advise of your concurrence.

Yours truly,

/s/ J. F. Mullen
Staff Officer, Exec. Vice President

(Acknowledged under date of October 3, 1941, and instructions issued placing the interpretation in effect)

This Agreement shall be applicable on the Burlington Northern Railroad Company.

APPENDIX J

MEMORANDUM OF UNDERSTANDING IN CONNECTION WITH MAINTENANCE OF WAY EMPLOYEES REBRASSING CARS SET OUT ON THE LINE

Effective July 17th 1939

It is understood and agreed that Maintenance of Way Employees required to rebrass cars will be compensated as follows:

- (1) When done during the established working hours, no additional compensation will be allowed.
- (2) When done preceding or following and continuous with the regular work period, actual time with a minimum of one hour at one and one-half time the hourly rate of 52 cents will be allowed to section laborers and others receiving less than 52 cents per hour. A minimum of one hour at one and one-half times their established hourly rate will be allowed section foremen and others receiving more than 52 cents an hour, for this service.
- (3) When done otherwise than as specified in Items 1 and 2, payment will be on a call basis in accordance with Rule 30, on the basis of 52 cents an hour to section laborers and others receiving less than that rate and at the established rate to section foremen and others receiving more than 52 cents per hour.

FOR THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

/s/ E. J. Plondke
General Chairman

FOR THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY

/s/ A. E. Davis
Staff Officer. Exec. Vice President

Chicago, Illinois, July 13, 1939

(Rate is \$10.17 as of January 1, 1982).

This Agreement shall be applicable on the Burlington Northern Railroad Company.

APPENDIX K

The following understandings are agreed to in connection with the new Maintenance of Way Agreement.

1. Under Rule 5 listing of titles, it is understood that listing may not be all inclusive as related to titles on former component Companies such fact does not remove such positions from under the scope of the Agreement. For example Water Service Repairmen and Water Service Repairmen Helpers on former CB&Q, will be considered in the same category as Water Service Mechanics and Water Service Helpers (Roster 2), for B&B Subdepartment. Track Inspectors include Track Supervisors on former NP.

2. Insofar as employes with seniority dates prior to the effective date of this Agreement are concerned, who are carried on the Roadway Equipment and Automotive Repair Shop Sub-department seniority roster, it is understood that an employe with seniority in Rank B as traveling equipment maintainer will not lose that seniority if he chooses to work as an equipment maintainer in Rank C.

3. Existing practice of former GN track inspectors working six (6) days in one week and four (4) days the next week, may be continued.

4. The following agreements shall be continued and applied as indicated on the former railroad involved

- A. March 1, 1962 on former SP&S-accumulation of rest days for bridge tenders. (Appendix L)
- B. February 23, 1954, former CB&Q-section foreman protecting adjoining section. (Appendix N)
- C. April 15, 1950 former GN-pipe work, Maintenance of Way and Sheet Metal Workers. (Appendix O)
- D. February 11, 1958 Memorandum of Agreement on former NP-division of work between BMWE and SMWIA at Livingston, MT. (Not Reproduced)
- E. August 5, 1959 Memorandum of Agreement on former CB&Q-stockyard laborers (Feeders) at Clyde, IL, Montgomery, IL, Galesburg, IL, Lincoln, NE, Alliance, NE. (Not Reproduced)
- F. June 7, 1963 Ratio in System Work Equipment Shop-former GN-(Appendix R)
- G. Items 2, 3, and 4 of the March 17, 1971 Memorandum of Agreement regarding rates of pay and expenses under former component lines agreements remain in effect. (Not reproduced)
- H. March 17, 1971-Exercise of seniority Vancouver Roadway Equipment Repair Shop. (Not reproduced)
- I. February 16, 1972-"Protected Employee" not required to move off former seniority district to preserve seniority. (Not reproduced)
- J. September 15, 1976-Combination Group 1 and 2 Machine Operator at Laurel Cropping Plant. (Not Reproduced)
- K. July 1, 1977-Rail Welding Plant at Pueblo, Colorado. (Not Reproduced)
- L. September 28, 1977-Maintenance of Way work in Canada (Not Reproduced)
- M. November 10, 1977-Automotive repair work on former SP&S. (Not Reproduced)
- N. March 3, and 28, 1978-Applying BN-Maintenance of Way Agreement to LST&T M/W employes. (Not Reproduced)
- O. Merger Protection Agreement of January 26, 1968 and the National Job Stabilization Agreement of February 7, 1965, (Not Reproduced) as amended. (Appendix M)
- P. Agreement dated July 28, 1998, establishing Special Board of Adjustment 1112 remains in effect (Appendix JJ)
- Q. Application of Health and Welfare, dental and vision plan eligibility, Side Letter #6, September

26, 1996 National Agreement (not reproduced)

- R. Chicago Common Work Zone, BNSF Merger Implementing Agreement 2, dated July 1, 1999 (not reproduced)
- S. Galesburg Common Work Zone, BNSF Merger Implementing Agreement 4, dated July 1, 1999 (not reproduced)
- T. Kansas City Common Work Zone, BNSF Merger Implementing Agreement 6, dated July 1, 1999 (not reproduced)
- U. Letter of Understanding 8/13/99, Consolidation of seniority, Roadway Equipment Seniority District 1 and 2, CB&Q System B&B Gangs (Appendix OO)
- V. Letter of Understanding 12/01/99, Consolidation of seniority, Roadway Equipment Seniority Districts 3, 4 and 5, Track Maintainers on former Seniority Districts 17, 18, 19 and 20, Work Equipment Repair Seniority Rosters (Appendix PP)
- W. Letter of Understanding 8/13/99 [CB&Q Paint Gang Seniority (Appendix QQ)]
- X. Letter of Understanding 1/05/00 [Consolidated Seniority District numbers (not reproduced)]
- Y. Letter of Understanding 1/05/00 [Consolidated Seniority District Roster ranking (not reproduced)]
- Z. Letter of Understanding 1/05/00 [Note to Rule 9 (not reproduced)]
- AA. BNSF/CN Merger Letter of Agreement, 6/09/00 (not reproduced).
- BB. Agreement 9/10/02 amending Rules 13 and 14 (not reproduced).
- CC. Agreement 11/17/95 allowing current year's RSG members to bid on next year's RSG's (not reproduced).
- DD. Agreement 11/14/02 modifying Rule 15 F of the September 1, 1982 Agreement (not reproduced)
- EE. Agreement 11/14/02 modifying Rule 16 C and 16 D of the September 1, 1982 Agreement (not reproduced)
- FF. Agreement 11/14/02 modifying Rule 20 of the September 1, 1982 Agreement (not reproduced)
- GG. Agreement 11/14/02 modifying Rule 21 F of the September 1, 1982 Agreement (not reproduced)
- HH. Agreement 11/14/02 modifying June 6, 1999 Letter Agreement (Appendix X and Rule 21 D), to include Lincoln Seniority District 400 and Galesburg Seniority District 500. (not reproduced)

5. It is agreed that employees holding seniority as painters on any of the former railroads will be given preference to painting work to the same extent as prior to the effective date of this Agreement.

6. It is agreed that an incapacitated employee holding a job as crossing flagman, gateman or flagman, will not be subject to displacement by other than a senior incapacitated employee, until such crossing flagman, gateman or flagman reaches age of retirement under the Railroad Retirement Act

7. Employees awarded Truck driver positions must possess a valid license to operate such vehicles as required by applicable State Law and must obtain such licenses at their own expense.

8. It is agreed that employees assigned to blacksmith positions may perform welding in B&B Subdepartment.

APPENDIX L

MEMORANDUM OF AGREEMENT between SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY and BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES with respect to "accumulation of rest time and the granting of longer consecutive rest periods" under Rule 27(b) F(3) of Schedule 4.

As presently constituted the bridge tender positions at Clatskanie, Blind Slough, and John Day are filled seven days per week. Effective on the dates shown below and continuing as long as it is necessary to fill those positions seven days per week,

WE HEREBY AGREE THAT

Effective March 1, 1962 the bridge tender assigned to Blind Slough will work 21 consecutive days; then have seven consecutive rest days; and then repeat the cycle.

Effective March 8, 1962 the bridge tender assigned to John Day will work 21 consecutive days; then have seven consecutive rest days; and then repeat the cycle.

Effective March 15, 1962 the bridge tender assigned to Clatskanie will work 21 consecutive days; then have seven consecutive rest days; and then repeat the cycle.

Effective March 22, the relief bridge tender will relieve the bridge tender at Blind Slough seven consecutive days; then relieve the bridge tender at John Day seven consecutive days; then relieve the bridge tender at Clatskanie seven consecutive days; then have seven consecutive rest days; and then repeat the cycle.

While this particular arrangement for accumulating rest time is in effect, each of the bridge tenders will be compensated on an hourly basis instead of the present monthly basis. The straight time rate to be \$2.16 per hour and the overtime rate \$3.24 per hour.

Because of the time element involved in the relief bridge tender transferring from one relief point to the next; and to insure that there will be a bridge tender at each bridge during this period, both the relief man and the bridge tender he is to relieve will receive an arbitrary allowance equivalent to one hour's pay each day the transfer is made.

This Agreement which becomes effective march 1, 1962 will remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

/s/ F. H. Funk
Acting General Chairman

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

/s/ N. W. Westergard
Vice President and General Manager
Portland, Oregon
February 27, 1962
(Rate as shown on rate sheet)
This Agreement will be applicable of the former SP&S.

APPENDIX M

Amendments to the February 7, 1965 Job Stabilization Agreement

ARTICLE XII-WORKFORCE STABILIZATION of the September 26, 1996 National Agreement

Section I-The February 7, 1965 Agreement

Entitlement to certain elements of job security, currently available under the February 7, 1965 Agreement (Agreement), shall be upgraded, so that employees who have at least ten continuous years of service will be entitled to the protection.

Section 2

(a) Article I, Section 1 of the Agreement shall be amended to read as follows:

“Section 1- All employees, other than seasonal employees who are in active service and who have or attain ten (10) or more years’ of employment relationship will be retained in service subject to compensation as herein provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. For the purpose of this Agreement, the term “active service” is defined to include all employees working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not the date on which such ten or more years of employment relationship is acquired was a work day). An employee who is not regularly assigned on the date the employee is otherwise eligible to achieve protected status under this Section will be deemed to be protected on the first day assigned to a regular position in accordance with existing rules of the BMW Agreement.”

(b) Article I, Section 2, of the February 7, 1965 Agreement shall be amended to read as follows:

“Section 2- Seasonal employees, who had compensated service during each of the years 1995, 1996, and 1997 who otherwise meet the definition of “protected” employees under Section 1, will be offered employment in future years at least equivalent to what they performed in 1997 unless or until retired, discharged for cause, or otherwise removed by natural attrition.”

(c) Article IV, Section 1, of the Agreement shall be amended to read as follows:

“Section 1- Subject to the provisions of Section 3 of this Article IV, protected employees who hold regularly assigned positions shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position as of the date they become protected; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent wage increases.”

(d) Article V, paragraph 2 of the Agreement shall be amended to change the reference of a four hundred dollar (\$400) transfer allowance to eight hundred dollars (\$800).

Part B District Consolidation-Related Agreement 6/10/99, Article G

Suspension of Feb. 7, 1965 protection, as amended, will be administered as follows:

1. If an employee with prior rights elects not to exercise seniority, that employee's entitlements under the upgraded Feb 7th Agreement are suspended until such time as the employee voluntarily returns to service, or is recalled to service, or there is no position the employee could hold in the normal exercise of seniority on his expanded seniority district.

2. Nothing in this Agreement diminishes **the** obligation of employees to exercise their seniority in accordance with the particular employee's collective bargaining agreement.

Part C Non-Duplication of Benefits

BNSF waives its position that an employee who has elected to receive displacement or dismissal allowances under the *New York Dock* conditions cannot then claim benefits under the Agreement in Mediation Case No. A-7128, dated February 7, 1965, as amended by the Agreement in Mediation Case No. A-12718 (Sub-Nos 1-8), dated September 26, 1996 upon the expiration of the *New York Dock* protective period. [6/09/02 BNSF/CN Merger Agreement, Appendix K (AA)]

**AGREEMENT BETWEEN
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY
AND
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

The Burlington Northern and Santa Fe Railway (BNSF) and the Brotherhood of Maintenance of Way Employees (BMWE) make this Agreement governing the temporary transfer of furloughed Maintenance of Way employees covered by Article I, Sections 1 and 2 of the February 7, 1965 Agreement, as amended, who have non-suspended protection obligations remaining at the time of transfer to positions outside of their seniority districts (hereinafter "Feb 7th employees") pursuant to the provisions of Article II of the February 7, 1965 Job Stabilization Agreement as updated. (This agreement does not pertain to temporary assignments offered to Feb 7th employees *within* their own seniority districts. Those employees are covered by other agreements.)

1. Under this Agreement, an "off-district temporary vacancy" must last at least five days.
 - A. Less than thirty-day vacancies: The procedure(s) for filling less-than-thirty-day vacancies" will first be as prescribed under the local rules applicable on the seniority district where the vacancy is located. And the Carrier will attempt to fill such vacancies on a voluntary basis by offering such positions to qualified, furloughed employees who have seniority in the rank on the district in which the vacancy exists. If a position remains unfilled after following these procedures, then it may be filled under Section 2 of this Agreement.

** If a vacancy initially designated as a less-than-thirty vacancy extends over thirty calendar days due to its continuance, the provisions applicable to filling thirty-day-or-more vacancies under 1B will then apply. The Feb. 7th employee currently occupying the off-district vacancy will be released co-incident with the reporting of the on-district replacement employee to that vacancy. If no on-district or off-district replacement employee is available under Sections 1B or 2 of this Agreement, the Feb 7th employee initially assigned to the vacancy must remain.*

- B. Thirty-day-or-more-vacancies: For a vacancy that will last thirty days or more, the Carrier will first attempt to fill the vacancy as prescribed by local rules applicable on the seniority district of the vacancy, including recalling furloughed employees pursuant to local rules, and by bulletining the positions at least once. On the districts covered by the September 1, 1982 BN/BMWE Agreement, Rule 19 requests will be accepted from eligible employees if there are no bidders to the position and there are no eligible employees available. If the vacancy remains unfilled after following these procedures, the Carrier may then fill the position under Section 2 of this Agreement.

2. Under this Agreement, qualifications for furloughed Feb. 7th employees to fill off-district vacancies will be the same qualifications applicable to the same or like positions on the home seniority district of the furloughed Feb. 7th employee. Selection of Feb 7th employees to fill off-district vacancies will be made in the following order:

- A. Voluntary Assignment: The Carrier will first attempt to fill the off-district vacancy with furloughed Feb. 7 employees on a voluntary basis. The Carrier will establish a toll free telephone number that qualified furloughed Feb. 7" protected employees interested in volunteering for off-district vacancies may call to review available off-district vacancy information. Such vacancies will be posted in the 800 number system for at least thirty-six (36) hours and shall include the posting time of the off-district vacancy. A qualified furloughed Feb. 7 employee desiring to volunteer for a listed vacancy must so advise the Carrier within the posting time either through the toll-free system, or as

otherwise directed. Postings, and responses to the 800 number system postings, will be recorded in the usual manner and records maintained for a period of sixty (60) calendar days. If selected, volunteers must report to the position. If more than one qualified furloughed Feb. 7th employee volunteers for a particular vacancy, the senior of such volunteers with seniority in the rank of the position and who is affiliated with the BMW System Division/Federation (BMW System) applicable to the vacant position, will be given assignment preference. If there are no such volunteers from the appropriate BMW System, the senior qualified furloughed Feb. 7th employee in the pool of volunteers with seniority in the rank of the vacancy will be selected. Use of the 800 number system is optional and there will be no protection offset taken for electing not to utilize this system to volunteer for off-district vacancies.

- B. Involuntary assignment: If there are no qualified Feb 7th volunteers under Section 2A above, then the Carrier may, by written notice, notify qualified furloughed Feb. 7th employees of the off-district vacancy in the same order of BMW System preference as described in Section 2A above except that the notice shall be issued in inverse seniority order. This written notice shall be by a means that is certifiable as to attempted delivery and/or receipt. This written notification may be made to up to five eligible Feb 7th employees at a time for each off-district vacancy. Feb 7th employees so notified must respond to the Carrier Officer designated in the notice within five working days (not including holidays or rest days) from the date that first attempt at delivery is made, after which time the selection for the off-district vacancy assignment will be made. In the event the position(s) remain unfilled, the Section 2B process may be repeated to the next eligible furloughed Feb. 7th employees.
- C. At the time the Carrier elects to fill an off-district vacancy with a Feb 7th employee, such employees who are classified as "Seasonal" under Article I, Section 2 of the February 7, 1965 Agreement, as amended, who would otherwise be subject to an off-district assignment under Section 2 of this Agreement, will be excluded from such off-district assignment process if they have ten (10) or less protection days remaining in that year and there will be no protection consequences in that year as a result of this exclusion. However, it is agreed that at the conclusion of the year in which excluded under this provision, such previously excluded "Seasonal" Feb 7th employees will again become subject to assignment under Section 2 of this Agreement.
- D. Feb 7th employees completing their protection obligation for the year while working an off-district vacancy under this Agreement, may, within ten (10) calendar days thereafter, request in writing to the designated Carrier Officer, to be released from their off-district assignment (the requesting employee). When such a request is received, the Carrier will attempt to fill the position pursuant to Sections 2A and 2B above. If the Carrier is able to fill the position under 2A or 2B above, the requesting employee will be released coincidental with the replacement Feb 7th employee's reporting to the position. If the Carrier is unable to fill the off-district position through this process, the requesting employee must remain on the position until able to bid back to, or is recalled to, a position on his/her home seniority district.
- E. Position information to be provided to the Feb 7th employees under Sections 2A and 2B will include 1) the reason for the assignment (e.g., vacation relief, sick relief, other temporary assignment not requiring the crossing of craft lines, etc.), 2) whether the assignment is to a fixed or mobile headquarters, 3) the fixed headquarters location or mobile reporting point, 4) type of gang (e.g., Tie Gang, Steel Gang, Section, etc.) 5) job classification (e.g. Welder, Foreman, Trackman, etc.), 6) rate of pay, 7) work-week, assigned hours of service, rest days, and 8) the estimated assignment duration. (from June 28, 2001 Letter of Understanding)

3. If BNSF incorrectly identifies a Feb 7th employee's BMW System affiliation under Sections 2A and 2B of this Agreement there will be no labor claims filed because of that incorrect assignment. But when this

error is brought to the designated Carrier Officer's attention it will be corrected under provisions 2A or 2B above, **as** appropriate, and the correct qualified furloughed Feb 7th employee will be placed on the position and the incorrectly assigned employee then released. If suspension of Feb. 7th protection benefits result due to BNSF's incorrect identification of an employee's BMW System affiliation, such suspension will be rescinded if brought to the attention of the designated Carrier Officer in writing by the appropriate General Chairman within thirty calendar days of the date of notification to the General Chairman **as** provided in Section 4 and/or Section 6 below. To implement this provision, the Organization and the Carrier will jointly certify the accuracy of a listing of the BMW System affiliation for each employee within fifteen days after an initial list is provided to the appropriate General Chairman by the Carrier. Once so certified, the appropriate General Chairman will be responsible for advising the designated Carrier Officer, in writing, of subsequent additions, changes, or deletions. The parties will cooperate to make the BMW System affiliation information exchange in an efficient, timely and usable manner, including the use of electronic means if feasible to do *so*, and no claims will be filed for incorrect assignments, if any, that are attributable to the Organization's delay in timely providing such information to the Carrier.

4. A furloughed Feb. 7th employee who is called to an involuntary off-district assignment under Section 2B above, and elects not to accept the assignment, or who does not respond to, or who does not timely respond to, the Section 2B notice, will have his/her Feb 7th protective benefits suspended until the employee is recalled to or is assigned by bulletin and award to, a position in his/her home seniority district. The Carrier will notify the appropriate General Chairman designated in the BMW System Affiliation list established under Section 3 above when a Feb. 7th employee's protective benefits are suspended under this provision.

5. A Feb 7th employee who accepts **an** off-district temporary vacancy, under Section 2A or 2B above, will not establish seniority on the seniority district of the temporary vacancy to which transferred. Such Feb 7th employees will retain furlough status in his/her home seniority district and will only be subject to recall to the home seniority district for vacancies of thirty (30) calendar days or more. Such employees may, however, bid on bulletins advertising vacancies on their home seniority district at any time. The Carrier will establish procedures to make home-district bulletins available to Feb 7th employees working an off-district vacancy under this Agreement. To ensure that result, such procedure(s) may employ telephonic, facsimile, mail, electronic, or other methods, **as** appropriate to the employee(s), and they will be advised of the procedure(s) available to them.

6. Organization Information:

- A. When a vacancy of thirty or *more* calendar days occurs and BNSF elects to fill the vacancy under Sections 2A or 2B above, the Carrier will, at the time the Feb 7th employee is so notified, provide the appropriate General Chairman with a copy of that employee's notification letter, a copy of the bulletin and award (or computer record) showing no bidders, or similar record if telephonic bid system is used, for the vacancy that went "no bidders", and date the vacancy was posted in the 800 number system. There will be no claims filed if the Carrier misidentifies the BMW System affiliation, but if this occurs, the parties will cooperate to get the information to the correct General Chairman.
- B. When a vacancy of *less* than thirty days occurs, and the Carrier elects to fill the vacancy under Sections 2A or 2B above, the Carrier will provide the appropriate General Chairman with 1) the date the vacancy was posted in the 800 number system; 2) a "snapshot" list showing the **status** (i.e. furlough, leave of absence, disability etc.) or position being worked, of all employees with seniority in the job class on the seniority district of the off-district vacancy being filled who are not working in the same or in a higher rank or at the same or at a higher rate of pay, **as** appropriate to local Agreement rules on force assignments; 3) a listing of **all** Rule 19 requests on file for the vacancy on that district, if any (territory covered by the Sept. I, 1982 Agreement); and 4) a listing showing which qualified on-district furloughed employees were offered the vacancy and when the offer or

attempt to make the offer was made. It is understood that the “snapshot” list is for information only, reflects information available when compiled, and is subject to change at any time.

7. Feb 7th employees transferred to off-district vacancies under this Agreement will be governed by the following:

- (i) Transportation: Under this Agreement it is intended that employees will operate their personal vehicles to and from the assigned off-district position except as provided in 7(ii) below.
- (ii) Employees Without Transportation: If an employee has no means of transportation available under 7(i) above, the Carrier will **1)** provide transportation both to and from the off-district position at the beginning and ending of that employee’s off-district assignment and **2)** provide such employee with a means of transportation between the off-district Carrier-provided lodging and reporting locations while so assigned and **3)** provide such employee with a means of transportation to the nearest facility for obtaining meals if meal facilities are not located within walking distance of the off-district Carrier-designated lodging facility.
- (iii) Mileage Reimbursement: Employees who operate their personal vehicle for transportation to and from the off-district position will receive mileage reimbursement for travel by highway route* between their residence and the off-district reporting location at the beginning and end of their assignment at the mileage rate then in effect.
- (iv) Travel Time: Employees will receive travel time pay from their residence to the off-district reporting location for their initial trip and from the off-district reporting location back to their residence at the end of their assignment. Travel time by automobile will be computed at two minutes straight time per mile traveled by highway route* at the off-district vacancy rate of pay. Employees using a means of transportation other than automobile will receive travel time pay at the straight-time rate of pay of the off-district vacancy to which reporting for such time consumed in actual travel and for necessary connection waiting time en-route, if any.
- (v) Lodging: Employees will be provided with double-occupancy lodging seven days per week while filling an off-district vacancy under this Agreement. Employees who do not remain at the Carrier-provided lodging facility over their rest days, or who are absent from service without authority, or for leave of absence, or for vacation, will not be entitled to Carrier-provided lodging on such days. The Carrier-provided lodging facility will be the closest available facility to the off-district reporting location that can be arranged for through the Carrier’s lodging provider except that employees filling an off-district mobile vacancy under this Agreement will utilize the same lodging facility designated for the off-district crew to which they are assigned.
- (vi) Meals: Employees will receive the Board Award **298** meal per diem rate applicable on the district of the off-district vacancy to which transferred. This meal per diem will be paid on a seven calendar day per week basis pursuant to the qualification rules contained in Rule 38 of the September 1, 1982 BN/BMWE Agreement.
- (vii) Rest Day Lodging Options – Fixed Headquarters Positions: While working a headquartered off-district vacancy, employees may elect to **1)** stay in the Carrier provided lodging facility over their rest days and receive the meal per-diem for those days, or **2)** check out of the Carrier designated lodging facility and be paid the full

Board Award 298 meal and lodging per-diems over their rest days (subject to qualification under Rule 38 of the Sept. 1, 1982 BN/BMWE Agreement), except as otherwise provided in 7(viii) below.

- (viii) Fourth Weekend Travel Home (Rest Days) – Headquartered Employees: Every fourth weekend, Feb. 7th employees filling headquartered off-district vacancies under this Agreement may elect to travel home. Employees operating their personal automobile for this purpose will be paid round-trip mileage at the current rate for miles actually traveled from the off-district Carrier designated lodging facility to the employee's residence and return by highway route*, in addition to the Board Award 298 meal per-diem as provided in 7(vi) above.
- (ix) Fourth Weekend Travel Home (Rest Days) – Alternate Transportation: Fixed headquartered employees, except those covered by 7(ii) above, who do not utilize their personal automobiles for their fourth-weekend trip home and return, and instead choose an alternative form of public transportation for this purpose, will be eligible for reimbursement of actual, documented, out-of-pocket cost of the alternative public transportation used for this purpose, up to an amount equal to the amount of mileage entitlement that the employee would have incurred had he/she driven their personal automobile to their home residence and return by highway route*, in addition to the Board award 298 meal per-diem as provided in 7(vi) above.

** The provisions of the March 28, 2001 Travel Allowance Agreement on BNSF, as amended by the May 31, 2002 BMW National Agreement, (Travel Allowance Agreement) are incorporated herein and will apply to automobile highway calculations under provisions 7(iii), 7(viii), 7(ix) above for Feb. 7th employees transferred to off-district fixed headquarter positions. Except as otherwise provided in 7(ix), only those employees who actually operate their personal vehicles under these provisions are eligible for mileage based reimbursement under this Agreement. Travel time by automobile under provision 7(iv) will also be based on mileage calculations provided under the Travel Allowance Agreement. Mileage calculations under 7(iii), 7(iv), 7(viii) and 7(ix) shall include mileage between 0 to 100 miles.*

- (x) Carrier Provided Transportation – Fourth Weekend (Rest Days): Employees who are transported to the off-district vacancy by the Carrier under 7(ii) above because they do not have a means of personal transportation available and who elect to travel to their home residence over their fourth weekend rest days will be entitled to Carrier-provided transportation for that purpose.
- (xi) Air Transportation – Fourth Weekend (Rest Days) Trip Home: To reduce this cost to the extent possible, fixed headquartered Feb 7th employees utilizing air transportation for a fourth-weekend trip home under this Agreement must so advise their supervisor or other designated authority upon reporting to the off-district vacancy, and at appropriate intervals thereafter as directed, in order that the Carrier may have the opportunity to take advantage of advance reservation or other available travel discounts.
- (xii) Travel Home – Mobile Positions: Employees filling off-district mobile gang vacancies under this Agreement will be subject to the Article XIV Travel Allowance rules of the September 26, 1996 National BMW Agreement, as amended, that are applicable to the off-district mobile crew to which temporarily assigned except that 7(iii) and (iv) above will apply for the initial and final trips to and from the off-district vacancy.

8. Feb 7th Transferee Information: For displacement or informational purposes, a list showing the names,

work locations, and job classifications of Feb. 7th employees working an off-district vacancy under this Agreement will be posted with the assignment bulletins on the seniority district on which the transferred Feb 7th employee is working. This provision will be implemented in a manner consistent with the bulletin posting procedure applicable on the seniority district of the off-district vacancy.

9. Fixed Headquarters M3 Payments: While a Feb. 7th employee is assigned to a particular off-district fixed headquartered position under this Agreement and there are also home-district employees assigned on that Feb 7th employee's same crew who are qualified for M-3 expenses (bed and breakfast) (Article A of the 6/10/99 Districts Consolidation – Related Agreements), those home-district M-3 qualified employees on that Feb. 7th employee's same crew will be entitled to continuation of their M-3 expenses through their rest days if they elect to remain in the designated Carrier-provided lodging facility over their rest days in lieu of returning to their homes.

The Parties acknowledge that this Agreement is made to address unique circumstances related to the application of Article I, Sections 1 and 2 of the February 7, 1965 Job Stabilization Agreement on BNSF RR and that this Agreement and its provisions will not be referred to by either party for the purpose of advancing positions in matters not specifically related to the interpretation, application, or enforcement of this Agreement. The parties also agree that positions taken, and drafts and proposals exchanged, during the course of negotiating this Agreement will not be referred to by either party, under any circumstances, in any forum whatsoever.

Agreed to on this 31st day of December, 2002

For BNSF: /s/ D. J. Kozak
Daniel J. Kozak
Assistant Vice President

/s/ Dennis J. Merrell
Dennis J. Merrell
General Director

For BMWE: /s/ D. J. Joynt
D. D. Joynt
General Chairman

/s/ Bruce G. Glover
B. G. Glover
General Chairman

/s/ C. M. Morgan
C. M. Morgan
General Chairman

/s/ R. C. Sandlin
R. C. Sandlin
General Chairman

/s/ R. D. Sanchez
R. D. Sanchez
General Chairman

/s/ M. E. Hemphill
M. E. Hemphill
General Chairman

/s/ Gary W. Marquardt
Vice General Chairman

/s/ Richard Sham
Vice General Chairman

APPROVED: /s/ R. B. Wehrli
International Vice President - BMWE

November 14, 2002

Mr. David Joynt
General Chairman - BMW
747 North Burlington Avenue, Suite 312
Hastings, Nebraska 68901

Mr. C. M. Morgan
General Chairman - BMW
3009 West Colorado Ave., #C-1
Colorado Springs, Colorado 80904-2174

Mr. R. C. Sandlin
General Chairman - BMW
Frisco System Federation
5043 South 33rd West Avenue, Suite 105
Tulsa, Oklahoma 74107

Mr. B. G. Glover
General Chairman - BMW
206 Butler North Building
510 North First Avenue
Minneapolis, Minnesota 55403-1619

Mr. Mark Hemphill
General Chairman - BMW
521 S. E. 10th Street, P. O. Box 746
Newton, Kansas 67114-0746

Mr. R. D. Sanchez
General Chairman - BMW
350 N. Sam Houston Pkwy E., Suite 202
Houston, Texas 77060

Gentlemen:

The following Questions and Answers refer to the December 31, 2002 Agreement (the Agreement) governing the temporary transfer of Feb. 7th employees to off-district positions on BNSF.

1. While working off-district fixed headquarters positions, will Feb. 7th employees transferred under the Agreement be entitled to reimbursement of actual meals and lodging expense (single occupancy) if unable to return to their headquarters point overnight?

Answer: While so assigned, such Feb. 7th employees will be entitled to reimbursement under local rules applicable to the other members of the crew to which assigned when held away from their off-district fixed headquarter point overnight at the direction of the Carrier.

2. In what order will Feb. 7th protection benefits be suspended under Section 4 of the Agreement for employees who fail to respond to, fail to timely respond to, or decline to accept, a position offered to them under Section 2B of that agreement?

Answer: Feb. 7th protection benefits will be suspended as shown in the following example:

<u>Rank</u>	<u>Name</u>	<u>Sen. Date</u>	<u>Protection Suspension</u>
5	J. Smith	10/11/74	Not suspended
4	R. Tracey	10/11/79	Accepts position
3	B. Bossler	11/13/82	Declines to accept position. Protection benefits suspended.
2	J. Rankle	12/15/85	Untimely responds to notice. Protection benefits suspended.
1	B. Johnson	10/12/90	No response to notice. Protection benefits suspended.

3. Will a rental vehicle provided by the Feb. 7th employee qualify as a "personal automobile" under Section 7(viii) of the Agreement?

Answer: Yes

4. Will the March 28, 2001 Travel Allowance Agreement on BNSF, as amended, and as incorporated into

the Agreement, generate a travel allowance payment under Article XIV of the 1996 BMW National Agreement for Feb. 7th employees who are transferred to off-district fixed headquarter positions and covered by 7(iii), 7(iv), 7(viii), and 7(ix), of the Agreement?

Answer: No. The Travel Allowance Agreement is being incorporated as a neutral method for calculating highway mileage incurred by such Feb. 7th employees who, except as otherwise specified in the Agreement, operate their personal vehicles under this Agreement, and as an agreed to method for supplying supporting documentation, subject to applicable laws and regulations.

5. Under Section 7(vii) may employees meeting the other requirements of this provision check out of the Carrier lodging facility on the last day of the work week (e.g. Friday), return to the lodging facility on their last rest day before their work week (e.g. Sunday), and still remain eligible for the rest day Board Award 298 lodging per-diem alternative under this provision?

Answer: As an exception to the rest day eligibility language of Section 7(vii), if Friday night room reservations are cancelled by the employees (or as otherwise directed) with no cost to the Carrier, such employees will be eligible for Section 7(vii) rest day Board Award 298 lodging per-diem on Friday and Saturday, but not Sunday.

Agreed to on this 31st day of December, 2002.

For BNSF: /s/ D. J. Kozak
Daniel J. Kozak
Assistant Vice President

/s/ Dennis J. Merrell
Dennis J. Merrell
General Director

For BMW: /s/ D. J. Joynt
D. D. Joynt
General Chairman

/s/ Bruce G. Glover
B. G. Glover
General Chairman

/s/ C. M. Morgan
C. M. Morgan
General Chairman

/s/ R. C. Sandlin
R. C. Sandlin
General Chairman

/s/ R. D. Sanchez
R. D. Sanchez
General Chairman

/s/ Mark E. Hemphill
M. E. Hemphill
General Chairman

/s/ Gary W. Marquardt
Vice General Chairman

/s/ R. Gene Davis
Vice General Chairman

APPENDIX N

February 23, 1954

Mr. G. E. McNulty
General Chairman, BMW
Chicago, Illinois

Dear Sir:

Referring to our conversation today, concerning the question of section foreman using the laborers from their own section when protecting emergency work on an adjoining section at time when the foreman of the adjoining section is not available because of having checked out for an evening or weekend.

As I told you, it is most impractical for the protecting foreman, particularly where the headquarters of the two sections are not in the same town, to round up laborers from the section to be protected in an emergency. I understand that you concur in my thought that when a section foreman checks out and requests a foreman from the adjoining section to protect his section, he is checking out for himself and his gang; consequently, protection will be furnished by the foreman and gang from the adjoining section, making it unnecessary to call laborers from the section being protected.

Will you please confirm the above understanding.

Yours truly,

/s/ J. E. Wolfe

(Acknowledged under date of February 24, 1954, and instructions issued placing the interpretation in effect.)

This Agreement shall be applicable on the former CB&Q only.

APPENDIX O

Inasmuch as agreements between the Carrier and the Brotherhood of Maintenance of Way Employes and the Sheet Metal Workers' International Association, respectively, both cover the performance of pipe work, and since questions have arisen relative to which of these agreements cover certain specific items of work, it is hereby agreed that effective as of April 15, 1950, the following shall govern;

1. Water Lines:

That **all** outside water lines shall be installed and maintained by the employes of **the** Bridge and Building Department. It is further understood that the Bridge and Building Department shall install all water lines in newly constructed buildings, (except power plants) and old buildings where water lines not previously installed. All work on water lines in mechanical shops, roundhouses and power plants subsequent to original installation shall be performed by Mechanical or Engineering Department pipefitters. All other water line maintenance to be handled by Bridge and Building forces.

2. Oil Lines:

That all installation of oil tanks, either overhead or underground, together with necessary pumps, and unloading and discharge piping shall be installed and maintained **by** the employes of the Bridge and Building Department. It is understood that the distribution of oil by piping in mechanical shops, roundhouses and power plants from the discharge outlet of pumps shall be handled by shop forces or traveling pipefitters.

3. Steam Lines:

That **all** high pressure steam lines and **all** power plant installations, including condensate return lines, shall be made by traveling pipefitters. It is understood that the maintenance of **all** steam lines in power houses, mechanical shops and roundhouses shall be handled by either traveling pipefitters or shop or roundhouse pipefitters. It is further understood that work in passenger depots, stores or other railroad buildings relative to low pressure steam heating shall be installed and maintained by the employes of the Bridge and Building Department, except that traveling pipefitters may be used **as** occasion requires by mutual agreement between General Chairman of the Brotherhood of Maintenance of Way Employes and Management.

4. Air Lines and Lubricating Oil Lines:

That **all** air lines, and lubricating oil lines in mechanical shops, roundhouses, and power plants shall be installed and maintained by traveling pipefitters or by pipefitters of the Mechanical Department.

This Agreement applicable on property of former Great Northern territory only.

APPENDIX P

Chicago, Illinois
October 14, 1946

Mr. J. F. Mullen
Staff Officer, Optg. Vice Pres.
CB&Q Railroad Company
Chicago, Illinois

Mr. E. J. Plondke
General Chairman, BMW
Chicago, Illinois

Gentlemen:

During the course of our mediation discussions relative to the question of using cutting torch. Mediation Board Case A-2346, it was the consensus of opinion that a rule defining the limitations or restrictions of the operation of such device to a particular grade of employe would be inconsistent with the well established practice. I deduced from the discussions that the following general principles would serve the purpose:

The use of the cutting torch is not limited exclusively to employes in any subdepartment, although the employes within the welding subdepartment use it most frequently and perhaps to a greater extent.

Employes in any occupation may use cutting torch on work upon which engaged. However, in rail re-laying and in track gangs handling line abandonment projects, welding helpers will, if available, be assigned to the gang if the use of the cutting torch is so extensive as to require assignment of a position of Cutting Torch Operator.

If you concur in the foregoing, please sign and I will favor each of you with signed copy.

Yours truly,

/s/ E. J. Plondke

/s/ John F. Murray
Mediator

/s/ J. F. Mullen

This Agreement shall be applicable on the Burlington Northern Railroad Company.

APPENDIX Q

Mr. F. H. Funk
General Chairman
Bro. of Maintenance of Way Employes
500 Northwestern Federal Building
Minneapolis, Minnesota 55403

June 22, 1978

File MW-1(b)-6/22/78
MW-84

Mr. G. H. Duesdieker
General Chairman
Bro. of Maintenance of Way Employes
2701 Alcott Street
Denver, Colorado 80211

Gentlemen:

This will refer to conference held on June 22, 1978, at which Mr. O. M. Berge, Vice President, BMWE, was also present, at which time discussion was held concerning Carrier's installation of culverts and flumes.

Following discussion, it was agreed that Carrier required installation of culverts and flumes would be handled in the following manner:

1. Installation of culverts 36" and over in diameter would be handled by B&B forces. If by open cut, track forces would handle removal and replacement of track structure. If B&B crew require assistance, track forces in the vicinity may be assigned to help in the installation.
2. Installation of culverts of less than 36" diameter would be handled by either track or B&B forces. If the installation involves jacking or tunneling, would be handled by B&B forces.
3. If installation of flumes is involved and requires timber supports, B&B forces would handle.

Please indicate your confirmation of the foregoing by signing this letter in the space provided and returning one copy to this office.

Sincerely,

ACCEPTED:

/s/L. K. Hall
Asst. to Vice President

/s/ F. H. Funk
General Chairman, BMWE

/s/ G. H. Duesdieker
General Chairman, BMWE

/s/ O. M. Berge
Vice President, BMWE

cc: Mr. O. M. Berge
Vice President, BMWE

APPENDIX R

The following understanding will be applicable in Superior and Vancouver Roadway Equipment Repair Shops:

The number of employes classified as Helpers shall not exceed four (4) unless the number of employes classified as Equipment Maintainers exceeds twelve (12). For each four (4) employes classified as Equipment Maintainers in excess of twelve (12), one additional Helper may be added if needed.

APPENDIX S

IMPLEMENTING AGREEMENT
between
BURLINGTON NORTHERN, INC.
And its Employees Represented By
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
On the Lines of Former
GREAT NORTHERN RAILWAY COMPANY
NORTHERN PACIFIC RAILWAY COMPANY
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY
SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY
PACIFIC COAST R. R. COMPANY

Pursuant to Sections 1 and 5 and Appendix E of the Agreement of January 26, 1968 for Protection of Employees, IT IS MUTUALLY AGREED

Article I-CONSOLIDATION OF SENIORITY ROSTERS

Section 1

A. On the effective date of this Agreement, all pre-existing seniority districts specified in existing collective agreements between the parties signatory hereto and pre-existing seniority rosters made pursuant to such agreements will be cancelled and abolished, except as otherwise provided in Rule 6 of the schedule agreement between Burlington Northern Inc and B.M.W.E. and new seniority districts and new seniority rosters will be established to conform to Rules 5 and 6 of the schedule agreement.

B. The seniority rosters for the Roadway Equipment Shops at Superior, Wisconsin and Vancouver, Washington, shall be consolidated but thereafter maintained as two (2) separate rosters for new employees.

C. When a work equipment machine moves off a pre-existing seniority district but is still operated on the new seniority district, its machine operator may elect to give up that machine and exercise his seniority on any junior employee which would permit him to continue working on his former seniority district.

D. Where a work equipment machine is moved from one of the new seniority districts onto another, the operator of the machine may move with the machine onto the foreign seniority district and work for a period of thirty (30) days on such foreign district, if there are no protected machine operators on the district to which moved who are qualified to operate the particular machine.

E. An employee will not be required to move off his former seniority district to preserve his seniority but he may elect to take a furlough and temporarily forfeit the benefits of the Agreement for protection of employees dated January 26, 1968 until recalled to service on his former seniority district. The twenty-four (24) month period referred to in Rule 9 of the Agreement, of which this Appendix is a part, will not be applicable to such employees.

Section 2

The names of all employees who have a seniority date (including those not regularly assigned) on the effective date of this Agreement shall be placed on the new seniority rosters in the following manner:

A. The name and seniority date of each employe shall be placed and dovetailed in seniority order on that new roster which includes his former seniority district.

B. The home sub-district (Rule 6 of the schedule agreement) of each employe working as sectionman will be that sub-district on which he is working on the effective date of this Agreement. Those not working as sectionmen on the effective date of this Agreement will have that home sub-district upon which they first began work as sectionmen after the effective date of this Agreement.

C. An employe whose former seniority district includes territory within any portion of the geographical limits of additional sub-districts will also obtain seniority on those additional sub-districts.

D. If two (2) or more employes have the same seniority dates on a new roster established by this Agreement, their names shall be placed on the roster as follows:

(1) If such employes came from the same pre-existing seniority roster, their relative standing as between each other shall remain the same on the new roster.

(2) If such employes came from different pre-existing seniority rosters, their positions shall be determined by their attained ages, the oldest employe being placed first.

(3) If placement still cannot be determined under (1) and (2) above, the tied seniority will be determined by drawing lots.

Section 3.

An employe whose seniority date is transferred and dovetailed pursuant to this Agreement will not be deprived of such other seniority as he may hold on another roster not involved in the same dovetailing.

Section 4.

Any new employe hired after the effective date of this Agreement will be placed on the new seniority districts under Rule 3 of the Agreement of which this Appendix is a part.

ARTICLE 11-SURPLUS EMPLOYEES

A. A surplus Maintenance of Way employe under this Agreement is a "present employe" as described in the Merger Protection Agreement of January 26, 1968 who cannot hold a regular position, or a position producing earnings at least equal to his normal rate of compensation guaranteed him, on his seniority district. Written notice will be given to each such "present employe" placed in surplus status. Surplus status shall not be treated as a furlough under applicable schedule rules.

B. If after applying the bulletin rules on another seniority district in the usual manner there are vacancies not filled by "present" employes, the Company may request in writing surplus qualified "present" employes to take the remaining service in such other seniority district.

C. A surplus employe requested to accept an available position in another seniority district must exercise one of the following options within ten (10) calendar days of receipt of written request by the Company:

(1) Make the transfer with all benefits under Appendix E or Letter of Intent No. 4 of the Merger

Protective Agreement of January 26, 1968.

(2) Be considered as occupying such position for purpose of compensation under Merger Protective Agreement of January 26, 1968 until such time as the refused position is discontinued, a senior "present" employe takes the position, or the employe involved secures another available position.

D. Where surplus employes do not exercise their options under paragraph C within the specified ten (10) days, Option 2 will apply.

ARTICLE 111-TRAINING

A. Employes who possess the necessary fitness and ability may be offered training by the Company in order that they may thereafter be assigned to positions for which they are not immediately qualified including service on their own seniority rosters or on another roster under the Agreement of which this Appendix is a part. Surplus "present" employes will be required to accept such training.

B. Training shall be of a type and nature which shall prepare the employe to fulfill the minimum qualifications of the position for which the training is allowed.

C. The cost of training including instructions of tuition, textbooks, and study material and supplies shall be borne by the Company.

D. Employes shall be compensated for such training either at the rate of pay of the position for which he is being trained or at his protected rate, whichever is greater.

E. Upon successful completion of training the employe may be offered and must accept employment which does not require a change in residence, in the position for which trained, but will not have his protected rate reduced.

ARTICLE IV-EFFECT OF THIS AGREEMENT

This Agreement is hereby made a part of the Agreement for Protection of Employees dated January 26, 1968 and shall become effective currently with the effective date of the Agreement of which this Appendix is a part.

This Agreement, effective May I, 1971, remains in effect.

APPENDIX T

MEMORANDUM OF AGREEMENT

Between

BURLINGTON NORTHERN INC.

and

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

The following understandings are reached in conjunction with application of the new Maintenance of Way Rules Agreement.

1. A. When there is a permanent vacancy on any of the positions on former CB&Q which are called Assistant to Roadmaster (formerly Track Supervisors) whose principle duties are to patrol track, such positions if continued will be reclassified to Track Inspectors and filled from the ranks of Maintenance of Way employes.

B. Whenever such a position is reclassified, the agreed to rate of pay for Track Inspectors as shown in Maintenance of Way Rules Agreement will be applied.

2. A. When there is a permanent vacancy on any of the positions on former CB&Q which are called B&B Bridge Inspectors, whose principle duties are to inspect bridges, such positions if continued will be reclassified to Bridge and Building Inspector and filled from the ranks of Maintenance of Way employes.

B. Whenever such a position is reclassified, the agreed to rate of pay for Bridge and Building Inspectors as shown in Maintenance of Way Rules Agreement will be applied.

3. The work week for the positions of Track Inspector and Bridge and Building Inspector on former CB&Q hereafter established under Section 1 and 2 hereof may be set up in several different ways, i.e. (1) Monday through Friday; (2) Tuesday through Saturday; (3) work six days one week and four days the next at pro rata rate; (4) work six days week for five consecutive weeks and then have one week off, and/or any other system that will permit Carrier to have such work performed at straight time rate consistent with the Forty Hour Work Week Agreement.

4. A. Maintenance of Way employes assigned to position of Traveling Mechanics on former CB&Q as of date of this agreement will retain their seniority on Maintenance of Way seniority rosters so long as they are assigned to such positions or promoted to supervisory positions. Such an employe will not be allowed to exercise his seniority to position under Maintenance of Way Rules Agreement unless his position of Traveling mechanic is abolished. However, if he relinquishes his position of Traveling Mechanic within 90 days of date of consummation of this Agreement, he will be permitted to bid on any job in the Sub-department where he retains seniority.

B. In the future, Maintenance of Way Employes accepting a position of Traveling Mechanic will be granted leave of absence for a maximum period of 90 days during which time he may elect to return to position under scope of Maintenance of way Agreement under Rule 15 of Maintenance of Way Rules Agreement and if not returned at the conclusion of the 90-day leave of absence period his name will be dropped from the Maintenance of Way seniority roster and seniority acquired under Maintenance of Way Rules Agreement forfeited.

This Agreement will become effective July 1, 1971

Signed at St. Paul, Minnesota, this 28th day of June, 1971.

FOR: BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

/s/ L. R. Marshall, General Chairman

FOR: BURLINGTON NORTHERN RAILROAD COMPANY

/s/ T. C. DeButts, Vice President-Labor Relations

This Agreement, effective July 1, 1971, remains in effect.

APPENDIX U

WORK FORCE STABILIZATION

In accordance with the provisions of Articles XIV and XV of the Imposed Agreement of February 6, 1992 implementing the provisions of Public Law 102-29 (July 29, 1991), the following Work Force Stabilization program is established and implemented.

I. COVERAGE

A. Initial Coveraze

The Work Force Stabilization program (WFS program) will cover employees assigned to any gang established under Article XIII of the February 6, 1992 Imposed Agreement during the relevant calendar year (WFS gang). An employee initially assigned to such gang when it first commences work during the production season for the calendar year shall be considered an eligible employee and entitled to a six month period of work (WFS work benefit) or unemployment benefits in lieu thereof (WFS unemployment benefit), subject to the terms and conditions specified herein.

B. Transfer of Coveraze

1. When an employee is assigned to fill a vacant position on a WFS gang formerly held by an eligible employee, such employee shall be entitled to the remainder of the predecessor's WFS benefit; i.e., the six month period less the sum of the time worked on the gang by the predecessor (or predecessors) plus the period during which the position was vacant.

2. If an eligible employee is cut off from a WFS gang by carrier action and, through displacement onto another position, triggers a chain of displacements that directly causes a junior employee to be furloughed, such furloughed employee (subject to the terms and conditions specified herein) shall assume the remainder of the WFS benefit of the eligible employee who initiated the chain of displacements; i.e., the six month benefit period less the sum of the time worked on the gang by the eligible employee who initiated the chain of displacements plus the period of time elapsed before the affected employee is furloughed.¹

II. BENEFITS

A. Levels

1. An eligible employee assigned to a WFS gang will be provided the WFS work benefit in the calendar year or, if laid off by action of the carrier, paid the WFS unemployment benefit for the remainder of the six month period. The WFS unemployment benefit level(s) will equal the sum of the basic monthly benefit for Class I, II or III, as applicable, provided by the BMW E Supplemental Sickness Benefit Plan, plus the monthly RUIA benefit. The RUIA waiting period and other provisions will not be applicable. While such WFS unemployment benefits are being paid to an eligible employee by the carrier, the employee will not be deemed unemployed for purposes of RUIA and, therefore, will be ineligible to apply for RUIA benefits for such period.

¹ If such displacements are initiated by an employee who filled a vacancy on a WFS gang formerly held by an eligible employee ("replacement"), the WFS period for the furloughed junior employee shall be six months less the **sum** of (a) the time worked on the gang by the replacement and his/her predecessor, plus (b) the period of time elapsed before the junior employee is furloughed.

Upon exhaustion of the **WFS** unemployment benefit, an employee who remains unemployed and otherwise qualified for RUIA benefits shall be eligible to apply for same.

2. **WFS** unemployment benefits provided an eligible employee shall be considered the same as **BMWE** Supplemental Sickness benefit payments with respect to entitlement to other fringe benefits such as qualifications for holidays, vacations, health and welfare coverage, etc.

B. Conditions

1. **WFS** unemployment benefits are payable only in the event an eligible employee is laid off by action of the carrier. Therefore, in order to qualify for benefits, an eligible employee on a covered gang whose job is abolished must exercise all work opportunities afforded by seniority.

2. An eligible employee on a **WFS** gang who leaves that gang for any reason other than by carrier action shall not be entitled to any **WFS** benefits. Such departures will include, for example, voluntary departures due to bidding, sickness, injury, death, retirement, disciplinary action, displacement or disqualification under applicable collective bargaining agreements.

III. EXERCISE OF SENIORITY BY AFFECTED EMPLOYEES

A. If an employee assigned to or displaced by an employee assigned to a **WFS** gang becomes eligible to receive a **WFS** unemployment benefit as a result of such a gang being discontinued in whole or in part for reasons other than an emergency condition, and such employee is unable in the exercise of his or her seniority rights under existing agreement rules and practices to obtain a position, the employee shall, during his or her protective period, be paid a monthly allowance as provided in Article II hereof.

B. An employee assigned to or displaced by an employee assigned to a **WFS** gang who becomes eligible to receive a **WFS** unemployment benefit may be offered the opportunity to fill a vacant position on any gang within the territory in which that employee's initial **WFS** gang was programmed to work, provided the members of such gang are covered by an away-from-home expense reimbursement rule as provided in the applicable collective bargaining agreement. If the carrier offers such a position to the employee eligible to receive a **WFS** unemployment benefit and the employee elects not to accept such position, the carrier's obligation to continue to pay the **WFS** unemployment benefits to the employee will cease unless 30 days or less remain in the duration of the employee's protective period; provided, the employee may still accept the position in lieu of receiving **WFS** benefits?

1. If the employee accepts the carrier's offer of such position, the carrier shall pay the employee for both travel time and mileage reimbursement at the applicable rate of that carrier for travel from the employee's home to the carrier's designated lodging facility for the vacancy in question for the initial reporting.

2. At the conclusion of the employee's protective period, the employee shall have the option of remaining on the position in question or being allowed to exercise the options available to the employee under the terms of that individual's local agreement as if that position were abolished. On the return trip, mileage reimbursement will be provided.

²Vacant position as used herein is intended to mean a position which the Carrier is unable to fill from within the existing Maintenance of Way employees work force under the applicable agreement and would otherwise only be filled by employment of a new hire.

IV. NOTICE

A. Pursuant to Article XIII, each carrier is required to provide at least ninety (90) days written notice of its intention to establish regional or system-wide production gangs. To encourage and facilitate timely and full discussion of relevant issues, each carrier shall provide notice to the appropriate organization representative of its tentative plans to establish **WFS** gangs no later than 75 days preceding the beginning of the calendar year for which the programmed work is scheduled.

B. This notice requirement will be effective for the 1994 work season and beyond but will not be applicable on a carrier on which an arbitration award or voluntary agreement has already set forth notice requirements. However, a carrier not required to provide notice pursuant to Article XIII will, prior to the beginning of each production season beginning with the 1994 work season, provide notice pursuant to Article XIV of the number and staffing of the regional or system-wide production gangs to be established for such season.

V. EMERGENCY CONDITION

A. An emergency condition shall include, for example: (i) flood, hurricane, tornado, snow storm, earthquake, fire; (ii) a labor dispute; (iii) occasions of economic adversity; or (iv) situations in which necessary materials are unavailable because of an unanticipated event beyond the carrier's control.

B. In determining whether an emergency condition exists, all relevant factors should be considered: i.e., the kind of weather condition, location, time of year, etc. It is intended that the rule of reason apply; i.e., was the event reasonably foreseeable or unforeseeable: ordinary or extraordinary.

C. Work force changes due to budget adjustments, standing alone, shall not automatically qualify as an emergency condition.

D. In the event a carrier claims an emergency condition exists, the appropriate General Chairman, if he or she so requests, shall be advised as to the nature of the emergency and other relevant information as to its character that is available to the carrier. If the General Chairman disagrees as to whether an emergency condition exists, the dispute shall be submitted to the Select Committee for its consideration as soon as possible.

VI. EMPLOYEE UTILIZATION DURING AN EMERGENCY CONDITION

A. If an emergency condition occurs that causes suspension of a **WFS** gang's work but does not preclude completion of at least six months of such work through gang operations during the remainder of the calendar year, **WFS** benefits for such gang members shall be suspended for the duration of an emergency.

An eligible employee on such a gang may:

1. Defer exercising seniority to other available positions without forfeiting either seniority or any **WFS** rights and assume furlough status until the **WFS** gang resumes work--

(a) if the **WFS** gang has not resumed work within thirty (30) days after its work was suspended, such employee shall have the right at that time to exercise seniority as provided in paragraph 2 below,

(b) upon resumption of operations by the **WFS** gang, any such employee who has not exercised the right to exercise seniority set forth in 1(a) above shall return to the **WFS** gang job to which assigned immediately before the emergency occurred, and if the employee fails to return to such job when the **WFS** gang

resumes operation, the status of such employee shall be governed by the terms of the applicable collective bargaining agreement; or,

2. exercise seniority onto other positions and such exercise waives any preferential right of the employee to return to the WFS gang job held immediately prior to the emergency. An employee awarded a vacated WFS position pursuant to rebulletining would inherit the remainder of the predecessor's WFS rights.

B. If an emergency condition occurs that makes it impossible for a gang to actually perform at least six months of work in a calendar year, the carrier's WFS obligation to an affected eligible employee for the remainder of that calendar year will cease.

VII. FUNCTION OF SELECT COMMITTEE

A. In accordance with its charter, the Select Committee shall continue in existence to help ensure that this program is applied and utilized effectively and evolves to achieve its full potential. Its specific duties shall include:

1. Monitoring WFS Program. The Select Committee shall have the authority to revise and amend the current program in order that it achieve intended results. In light of this, the Select committee has refrained from addressing many hypothetical issues, choosing rather to reserve its right to make revisions and amendments upon observing actual experience under the program.

2. Dispute Resolution. The Select Committee shall also function as a dispute resolution forum and the Select Committee shall be the forum for resolving disputes arising under the relevant Articles of the February 6, 1992 Imposed Agreement except where it does not have jurisdiction or declines to exercise jurisdiction and designates the appropriate forum. When either party requests the Select Committee to adjudicate a claim or dispute, the Select Committee shall make a threshold determination over whether the Select Committee properly has jurisdiction over the particular dispute or claim.

If the Select Committee asserts jurisdiction over a dispute or claim, it will have full authority to fashion any appropriate remedy. In addition, the Select Committee will exercise its discretion, consistent with due process, as to the appropriate procedure for resolving a dispute or claim.

If the Select Committee determines the dispute or claim is beyond its jurisdiction or declines jurisdiction and designates the appropriate forum, the time limits involved in any associated claims and grievances will be held in abeyance until thirty (30) days after the parties on the property have received the claim or dispute from the Select Committee.

In the event a dispute is returned to the local property, the claim shall be submitted to the highest carrier officer assigned to handle such disputes and thereafter progressed in accordance with applicable local rules.

B. Notwithstanding the provisions of part A of this Article, claims and disputes over the scope and meaning of "emergency" as used in Article V and over the scope and meaning of "economic adversity" as used in Article V are within the jurisdiction of the Select Committee.

C. Notwithstanding the provisions of ~~part~~ A of this Article, a claim involving WFS unemployment benefits, as set forth in Article II, shall be filed directly with the Carrier's highest designated officer designated to receive such claims. If such claim is denied in whole or in part by the designated Carrier Officer, such Officer and the General Chairman shall promptly confer on the matter. The General Chairman may submit such claim to the select Committee which shall assert jurisdiction over such claim.

VIII. EFFECTIVE DATES

A. This WFS Program became effective on January 18, 1994. The WFS Program will be applied retroactively back to July 29, 1991.

/s/ Charles I. Hopkins Jr.
Carrier Member

/s/ Ernest L. Torske
BMW Member

/s/ Kenneth R. Peifer
Carrier Member

/s/ Clarence F. Foose
BMW Member

/s/ John B. LoRocco
Chairman of BMW-NRLC Select Committee

APPENDIX V

(Sample Work Program for District 'Sickles' Production Gang, as per Rule 7 E)

2000 DISTRICT WORK PROGRAM

Date: 06/10/99

Time: 16:24:31

<u>DIV</u>	<u>GANG ID</u>	<u>LOCATION</u>	<u>BMP</u>	<u>EMP</u>	<u>STARTDATE</u>
WA	RP15/RW15	KOOTENAI FALLS-I333-TROY	1332.83	1333.03	05/18/99
WA	RP15/RW15	LIBBY-1330-KOOTENAI F	1329.81	1330.04	05/18/99
WA	RP15/RW15	LIBBY-1327A-KOOTENAI F	1327.60	1327.77	05/19/99
WA	RP15/RW15	TAMARACK CREEK-1297-FISHERRIV	1297.05	1297.44	05/20/99
WA	RP15/RW15	TO STRYKER-MOBILIZATION	1250.44	1250.52	05/21/99
WA	RP15/RW15	STRYKER-TANG-BRIMSTONE	1250.44	1250.52	05/24/99
WA	RP15/RW15	STRYKER-1250-BRIMSTONE	1250.21	1250.44	05/25/99
WA	RP15/RW15	OLNEY-1242-RADNOR	1242.07	1242.28	05/25/99
WA	RP15/RW15	LUPFER-1233-OLNEY	1233.78	1234.11	05/26/99
WA	RP15/RW15	LUPFER-1223A-OLNEY	1232.41	1232.72	05/27/99
WA	RP15/RW15	VISTA-1225B-LUPFER	1225.69	1225.99	05/27/99
WA	RP15/RW15	VISTA-1225A-LUPFER	1225.40	1225.64	05/28/99
WA	RP15/RW15	WHITEFISH-I223A-VISTA	1223.41	1223.78	05/28/99
WA	RP15/RW15	WHITEFISH-1222A-VISTA	1222.24	1222.95	06/01/99
WA	RP15/RW15	WHITEFISH-I222-VISTA	1221.55	1222.12	06/03/99
WA	RP15/RW15	COLUMBIA FALLS-1212-HALFMOON	1211.71	1212.58	06/07/99
WA	RP15/RW15	WHITEFISH-I221-VISTA	1221.26	1221.52	06/09/99
WA	RP15/RW15	CONKELLEY-1210-COLUMBIA F	1209.57	1210.27	06/10/99
WA	RP15/RW15	CONKELLEY-1210-COLUMBIA F	1209.57	1210.28	06/14/99
WA	RP15/RW15	CONKELLEY-1209A-COLUMBIA F	1209.15	1209.26	06/16/99
WA	RP15/RW15	CONKELLEY-1209-COLUMBIA F	1208.80	1209.03	06/17/99
MT	RP15/RW15	CORAM-1208A-CONKELLEY	1208.30	1208.48	06/21/99
MT	RP15/RW15	CORAM-1207C-CONKELLEY	1207.56	1207.74	06/21/99
MT	RP15/RW15	CORAM-1207B-CONKELLEY	1207.34	1207.56	06/22/99
MT	RP15/RW15	BELTON-I201A-CORAM	1201.41	1201.67	06/23/99
MT	RP15/RW15	NYACK-1194C-BELTON	1194.56	1194.92	06/24/99
MT	RP15/RW15	NYACK-1194B-BELTON	1194.47	1194.54	06/24/99
MT	RP15/RW15	NYACK-1194-BELTON	1193.90	1194.22	06/25/99
MT	RP15/RW15	NYACK-1193B-BELTON	1193.66	1193.83	06/28/99
MT	RP15/RW15	NYACK-1193A-BELTON	1193.27	1193.63	06/29/99
MT	RP15/RW15	NYACK-1190A-BELTON	1190.64	1190.76	06/29/99
MT	RP15/RW15	PAOLA-1184A-RED EAGLE	1184.21	1184.36	06/30/99

APPENDIX W

MEMORANDUM OF UNDERSTANDING between THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY (BNSF) and the BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

BNSF and BMWE understand that furthering safety at BNSF is a mutual interest and both are committed to fostering a safe work environment. In recognition of the importance of partnership in safety, BNSF and BMWE agree to the following:

I. Employee Safety Committees

A. Maintenance of way employee safety committees are to be established encompassing specific territories, departments or work functions. The number and the size of the committees will be determined by the safety advisory committee provided for below.

B. Safety committee employee members shall be designated by the BMWE general committee representing the covered work group, and shall serve no more than a two year term at a time.

C. Each safety committee shall have a chairperson, to be elected by the members of the committee.

D. Safety committees will meet as necessary and shall only address safety matters. Each committee may review a wide range of safety issues within its work group and will maintain records necessary to facilitate the orderly and efficient transaction of business. Minutes of each safety committee meeting will be prepared and provided to the safety advisory committee.

E. Each employee participating on a safety committee shall be compensated and work under applicable scheduled rules for all such participating time.

F. If an employee must be absent from his regular position for a given safety committee meeting(s) for three or more consecutive days, his regular position is to be filled.

G. The parties recognize the importance of quick and efficient communication of safety-related information. Copies of safety information provided to maintenance of way employees will be provided to the affected general chairman. Any information or written materials used or generated by a safety committee will be made available to each BMWE general chairman representing members of that committee.

H. No findings, conclusions or materials developed by a safety committee shall be used in any way in any formal investigation of other disciplinary proceeding.

II. Safety Assistants

A. BNSF will establish at least one full-time maintenance of way safety assistant position for each operating division. An employee holding such a position will be responsible for coordinating safety meetings, training and the like on the operating division he covers. (which may cover more than one seniority district). The safety assistant shall report to the division manager of safety and rules.

B. Each safety assistant position will be filled by an employee designated by the BMWE general

committee representing employees on the covered territory. Each safety assistant shall serve a term not to exceed three years. Each position vacated by an employee assuming a safety assistant position shall be placed up for bid. [amended by Letter of Understanding 5/08/01]

C. Each full-time safety assistant shall be paid at the headquartered section foreman's rate of pay or the employee's previous rate of pay, whichever is higher, and will otherwise perform his/her duties under applicable schedule rules. Each safety assistant position shall be deemed headquartered at the BNSF station closest to the safety assistant's place of residence.

D. Safety assistants must be willing to receive and complete at least 40 hours of safety training per year.

E. A safety assistant shall not be called to testify or otherwise furnish evidence of any kind in any formal investigation or other disciplinary proceeding not involving charges against that employee.

F. Any party wishing to remove an employee from a safety assistant position before expiration of his term may refer the matter to the safety advisory committee.

III. Safety Advisory Committee

A. An engineering department safety advisory committee shall be formed for the purposes described below. The safety advisory committee will consist of the union general chairman representing BNSF engineering department employees or their designated representatives, the BNSF chief engineer or his designated representative, the BNSF vice president-safety or his designated representative, the BNSF vice president-labor relations or his designated representative.

B. The safety advisory committee shall meet on a regular basis on dates and locations mutually agreed upon by the members of the committee, but not less than quarterly, unless members of the committee mutually agree to cancel a meeting. The committee may invite subject experts to attend meetings as necessary.

C. All decisions and recommendations of the safety advisory committee shall be made by consensus.

D. Proper training is an important part of a safety program and a safe work place. The safety advisory committee will continue, with input from the safety committees, to explore areas of training which may be beneficial to the maintenance of way craft. Maintenance of way employees are currently provided with safety rule and operating practice training. When opportunities for more extensive training exists the safety advisory committee will work to develop a procedure to guide that opportunity.

E. In addition, the safety advisory committee may:

- generally monitor the activities of safety committees
- review reports of occupational injuries and illnesses involving maintenance of way employees
- recommend safety training programs for safety committee members and maintenance of way employees
- make recommendations to reduce occupational injuries and illnesses
- monitor and recommend standards for distribution of safety information to employees
- conduct other activities agreed upon by the advisory committee which are specifically designed to further safety at BNSF.

IV. Effects of Agreement

A. So long as this Agreement is in effect, BNSF will not establish any safety employee participation positions or programs for maintenance of way employees not specifically provided for by this Agreement, or approved in writing by the safety advisory committee provided for in this Agreement.

B. This Agreement is made on a nonreferable basis and without prejudice to the parties' positions on collective bargaining matters, and is not to be cited, tendered or mentioned as a precedent in any legal, regulatory or arbitral proceeding not directly and exclusively initiated to enforce this Agreement.

C. Nothing in this Agreement is intended to interfere with or alter the rights or obligations of either party concerning representation or the collective bargaining process. Accordingly, the processes established by this Agreement shall not be used to address rates of pay, rules or working conditions traditionally reserved for collective bargaining.

D. This Agreement may be canceled in full by either BNSF or BMW, upon 60 days' advance written notice to the other party. In such event, during the 60 days advance notice period, the parties will meet in an effort to resolve any disputes. If a mutually acceptable resolution is not reached, the Agreement shall be canceled and extinguished immediately upon expiration of the 60 days. In the event the Agreement is canceled, the parties shall fully retain the same rights and positions which they held prior to this Agreement, as if the Agreement had never been consummated.

This Agreement is signed this 17th day of December, 1997

/s/ David D. Joynt
General Chairman

/s/John Fleps
Vice President-Labor Relations

/s/M. E. Hemphill
General Chairman

/s/ M. W. Franke
Vice President and Chief Engineer

/s/E. R. Spears
General Chairman

/s/ T. A. Baham
Vice President-Safety

/s/Bruce G. Glover
General Chairman

December 16, 1997

Mr. B. G. Glover, General Chairman
Brotherhood of Maintenance of Way Employes
206 Butler North Building
510 North 1st Avenue
Minneapolis, MN 55403-1609

Mr. W. F. Gulliford, General Chairman
Brotherhood of Maintenance of Way Employes
1010 South Joliet Street, Suite 100
Aurora, CO 80012-3150

Mr. M. E. Hemphill, General Chairman
Brotherhood of Maintenance of Way Employes
P.O. Box 746
Newton, KS 67114-0746

Mr. D. D. Joynt, General Chairman
Brotherhood of Maintenance of Way Employes
2701 Alcott Street, 284 Continental Terrace
Denver, CO 80211-4212

Mr. E. R. Spears, General Chairman
Brotherhood of Maintenance of Way Employes
333 Park Central, E., 610 Woodruff Building
Springfield, MO 65805-0396

Dear Sirs:

This confirms our understanding that any injured employee requesting immediate medical attention will not be required to fill out an injury/accident report before afforded medical treatment.

Sincerely;

/s/John Fleps
Vice President-Labor Relations

The below-listed amendment to the Memorandum of Understanding Between the Burlington Northern and Santa Fe Railway Company (BNSF) and the Brotherhood of Maintenance of Way Employees (BMWE).

Amendment to Section II, Safety Assistants (B)

Changed to Read:

Each safety assistant position will be filled by an employee designated by the BMWE general committee representing employees on the covered territory. Each safety assistant shall serve a term not to exceed three years. Each position vacated by an employee assuming a safety assistant position shall be placed up for bid.

This amendment to the original Memorandum of Understanding is signed this 8th day of May, 2001.

For: The Brotherhood of Maintenance
Of Maintenance of Way Employees

For: The Burlington Northern and
Santa Fe Railway Company

/s/ M. E. Hemphill

/s/ Craig Hill

/s/ Bruce G. Glover

/s/ John Fleps

/s/ David D. Joynt

/s/ G. W. Stengem

/s/ R. C. Sandlin

/s/ R. D. Sanchez

/s/ C. M. Morgan

MEMORANDUM AGREEMENT

This is an amendment to the Memorandum of Understanding between the Burlington Northern and Santa Fe Railway Company (BNSF) and the Brotherhood of Maintenance of Way Employees (BMWE) dated December 17, 1997.

It is agreed that each Safety Assistant, upon the end of his/her term in office, to include resignation from that office, may exercise a right of displacement to a scheduled position under the terms and conditions that apply to a Maintenance of Way employee returning to service from an authorized leave of absence, as then in effect for the particular labor agreement that was applicable to that individual at the time he/she became a Safety Assistant.

This amendment shall expire upon termination of the Memorandum of Understanding of December 17, 1997; provided, however, that employees still serving as Safety Assistants on the date of termination of this amendment may then exercise this right of displacement to a new position.

For the BMWE:

/s/ David D. Joynt
General Chairman

/s/ R. C. Sandlin
R. C. Sandlin, General Chairman

/s/ Bruce G. Glover
Bruce G. Glover, General Chairman

/s/ C. M. Morgan
C. M. Morgan, General Chairman

/s/ R. D. Sanchez
R. D. Sanchez, General Chairman

/s/ M. E. Hemphill
M. E. Hemphill, General Chairman

For the BNSF

/s/ John Fleps
John Fleps, Vice President

/s/ Daniel J. Kozak
Daniel J. Kozak, Assistant Vice President

August 2, 2001

Mr. B. G. Glover
General Chairman
Brotherhood of Maintenance of Way Employees
206 Butler North Building
510 North 1st Avenue
Minneapolis, MN 55403-7947

Dear Mr. Glover:

We propose that an extra Safety Assistant be added for the Dakota Division. This additional Safety Assistant would be assigned primarily to serve the BNSF territory now referred to as "Dakota-West", an area with administrative offices located in Glendive, Montana. The other existing position will primarily cover the remainder of Dakota Division. However, nothing will prevent the Carrier from occasionally assigning either Safety Assistant to work in the other's primary "territory" on the Dakota Division.

The parties understand that the occupant of this extra position must be a resident of the Dakota-West territory at the time of his/her appointment, and remain so throughout the term of service in this position.

It is further understood that the Carrier may later abolish this extra position for any reason, including budgetary considerations; otherwise the position will be subject to the same terms and conditions applicable to the other MOW Safety Assistants, to the extent consistent with the provisions of this Letter Agreement.

If you agree to this proposal, please sign below and return this Letter Agreement to me, and I will contact Manpower to initiate the posting of the position. You will thereafter refer promptly to me your appointment of a person for this position.

Sincerely,

/s/ C. W. Seery
Craig Seery

Agreed to: /s/ Bruce G. Glover
Bruce G. Glover
General Chairman. BMWWE

APPENDIX W

The below-listed addendum to the Memorandum of Understanding between the Burlington Northern and Santa Fe Railway Company (BNSF) and the Brotherhood of Maintenance of Way Employees (BMWE).

The purpose of this Addendum is to specifically recognize the Structures Bridge Worker Safety Facilitators.

BRIDGE WORKER SAFETY FACILITATORS

- A. BNSF will establish at least one full-time Bridge Worker Safety Facilitator position for each Structures Manager's territory (as territories exist in 2002). A Structures employee holding such a position will be responsible for conducting/coordinating safety meetings, training and the like on the Region he/she covers (which may cover more than one seniority district). The Bridge Worker Safety Facilitator reports to the responsible Manager, Structures, with dotted line reporting to Engineering Safety.

Note: Proposed changes in the territory of a Bridge Worker Safety Facilitator are to be reviewed with the Safety Advisory Committee, with a mutually agreed upon determination.

- B. Each Bridge Worker Safety Facilitator position will be filled by an employee designated by the BMWE general chairman representing employees on the covered territory. Each Bridge Worker Safety Facilitator shall serve for a term not to exceed three (3) years; however, a Bridge Worker Safety Facilitator may re-apply for subsequent term(s). Each position vacated by an employee assuming a Bridge Worker Safety Facilitator position will be placed up for bid.
- C. Each full-time Bridge Worker Safety Facilitator shall be paid the headquartered Structures foreman's rate of pay or the employees previous rate of pay, whichever is higher, and will otherwise perform his/her duties under applicable schedule rules. Each Bridge Worker Safety Facilitator position shall be deemed headquartered at the BNSF station closest to the Bridge Worker Safety Facilitator's place of residence.
- D. Bridge Worker Safety Facilitators must be willing to receive and complete at least forty (40) hours of safety training per year. The Bridge Worker Safety Facilitators must successfully complete, and maintain, certification as an instructor in the FRA Bridge Worker Safety Standards and Bridge Rescue, through training provided through BNSF. It is anticipated that each Bridge Worker Safety Facilitator will achieve this certification within sixty (60) calendar days of assuming the position.
- E. A Bridge Worker Safety Facilitator shall not be called upon to testify or otherwise furnish evidence of any kind in any formal investigation or other disciplinary proceeding unless the charges are against the Bridge Worker Safety Facilitator.

F. Any party wishing to remove an employee from a Bridge Worker Safety Facilitator position, before expiration of his/her term, may refer the matter to the Safety Advisory Committee.

For: The Brotherhood of Maintenance
of Way Employes:

/s/ D. D. Joynt

/s/ B. G. Glover

/s/ R. C. Sandlin

/s/ C. M. Morgan

/s/ R. D. Sanchez

/s/ M. E. Hemphill

For: The Burlington Northern and
Santa Fe Railway

/s/ John Fleps

12/18/02

/s/ Gregory C. Fox

12/28/02

/s/ Gregory W. Stengem 12/28/02

09/02

APPENDIX W

ADDENDUM TO THE Memorandum of Understanding between The Burlington Northern and Santa Fe Railway Company (BNSF) and The Brotherhood of Maintenance of Way Employees (BMWE)

The purpose of this addendum is to outline the responsibilities and duties of the MOW Safety Assistants.

RESPONSIBILITIES/DUTIES MOW SAFETY ASSISTANTS

As specified in the Memorandum of Understanding between The Burlington Northern and Santa Fe Railway Company (BNSF) and The Brotherhood of Maintenance of Way Employees (BMWE), the Maintenance of Way Safety Assistants report to their respective division's safety manager. Below is an outline of duties and responsibilities of Maintenance of Way Safety Assistant. This outline is not intended to be all inclusive or limit the opportunity for a Maintenance of Way Safety Assistant to work toward a safer environment for the performance of maintenance of way work.

1. Endeavor to develop a schedule of activities, in coordination with the division safety manager.
2. Conduct safety awareness and training classes for engineering employees. In some cases, maintenance of way safety assistants will coordinate safety classes conducted by other internal or external personnel.
3. Conduct job-site visits, including review of work operations of BMWE personnel. Recommend or initiate appropriate corrective action where necessary, exclusive of disciplinary action: e.g., coaching and counseling, training, removal of hazard. A serious issue would need to be brought to the attention of management, as appropriate.
4. Serve as a safety liaison between maintenance of way employees and management. Listen to the safety concerns and recommendations of employees. Attempt to resolve questions or concerns on safety related matters, and provide advice regarding improving safety performance, where appropriate.
5. Identify and recommend necessary and/or desired safety training. Participate in the development of training programs. Bring to the table the understanding of the employee's viewpoint on safety.
6. Monitor current safety rules, orders, and other rule changes. Maintain records for safety training and awareness efforts. Input training records into the BNSF computerized record keeping system. Verify computerized record keeping data for accuracy.
7. Participate in accident examinations involving BMWE personnel. Maintenance of Way Safety Assistant shall not be called on to testify or otherwise furnish evidence of any kind in any formal investigation or other disciplinary proceeding unless the charges are against the Safety Assistant.
8. Assist, upon request, in the coordination of the efforts of the site safety teams.
9. Participate in site safety team meetings, as appropriate. Attend SACP meetings, as a guest member, where directed to do so by the division safety manager. Attend periodic meetings of the Maintenance of Way Safety Assistants, as scheduled by Engineering Safety staff.
10. Work to build trust between BMWE members and the Safety Assistant position. A Maintenance of Way

Safety Assistant is to try to be present when special work conditions exist at a work-site in the Safety Assistant's area of jurisdiction.

11. Work within the framework of the BMW/BNSF Memorandum of Understanding. Forward any concerns about the program to the responsible BMW representative, so that concerns can be addressed by the Safety Advisory Committee. Encourage BMW members to share safety concerns. Learn by listening to BMW members.

For: The Brotherhood Of Maintenance
Of Way Employees

/s/ D. D. Joynt

/s/ B. G. Glover

/s/ R. C. Sandlin

/s/ C. M. Morgan

/s/ R. D. Sanchez

/s/ M. E. Hemphill

For: The Burlington Northern and
Santa Fe Railway

/s/ John Fleps

1/3/03

/s/ Gregory C. Fox

12/28/02

/s/ Gregory W. Stengem

12/28/02

12/02

APPENDIX X

June 6, 1999

Mr. B. G. Glover-General Chairman
Brotherhood of Maintenance of Way Employes
206 Butler North Building
Minneapolis, MN 55403-1609

Dear Mr. Glover:

This letter will refer to discussions held during the course of reaching the Agreement dated June 10, 1999. We talked about the bid form that is in use on certain portions of the seniority districts that are now included in the new Fargo, Montana and Northwest Seniority Districts. The purpose of this letter is to confirm our understanding of how that form will continue to be used on the districts where it is currently in place. We agreed that the use of the form would not be expanded to other districts beyond its current use.

In addition to the job number, the particular bid form in question contains fields for written information describing the position and its location. The purpose of the written fields of information is to confirm the bid choice made by an employee in the event an error is made while writing in job numbers. A sample of the current form is attached. We identified several problems with this particular form and a lack of a consistent corrective process associated with it. To solve the problems with the form and its associated corrective process, we agreed to the following:

1. The form will be revised to provide more room for an employee to write in the job numbers and written information. The revised form will contain the position description and position location fields in the current form. Bids will continue to be accepted using the old form until supply is exhausted, and revised forms will be created and initially distributed within 45 days from the date this letter agreement is executed.
2. Filling out the written position description and location fields will be optional and the form will so indicate. Employees electing not to provide this optional written information will have no recourse under this letter agreement to obtain a correction.
3. The Carrier will not be required to crosscheck between the written description and the job number in order to validate the employee's choice. It is the responsibility of the employee to provide a complete, correct and legible form when bidding.
4. When an employee asserts an improper bulletin assignment, but is actually assigned to the job corresponding with the job number on his bid form, the General Chairman or his designee will handle the matter first with the employee and if appropriate, then with the Carrier Officer responsible for issuing the bulletin. The controlling information used to confirm the employee's bidding intent will be the written job description on the bid form, if legible and complete to the extent that the determination can clearly be made without interpretation.
5. If a change in the assignment is agreed to, the Carrier will not be required to reassign the bulletin to accommodate the employee's error if no gain or loss of seniority is involved by either the employee asserting the error or the employee originally assigned to the position. In that case, the employee asserting the error will be allowed to go to the disputed position as if originally assigned, if it has not

been abolished, or a senior employee has not displaced to the position, and the employee originally assigned will be allowed a displacement in accordance with applicable schedule rules. Notification of the reassignment will be made in the usual manner by correction bulletin.

In the case where a change in the assignment is agreed to and gain or loss of seniority by either the employee asserting the error or by the employee originally assigned, is involved, the bulletin will be reassigned and affected employees notified in the usual manner by correction bulletin.

6. If the parties agree to an assignment change, but the position in dispute has been abolished or an employee senior to the employee claiming the error has already exercised seniority onto the disputed position, the employee claiming the error will be allowed a displacement in accordance with applicable schedule rules.
7. If a reassignment is agreed to pursuant to this Letter Agreement, such process will not subject the Carrier to claims of any kind based upon the asserted incorrect assignment of the bulletin or based upon subsequent displacements occurring as a result of adjustment to the bulletin assignment under these conditions.
8. Employee requests for changed assignments as covered by this letter agreement will not be considered after five working days following the issue date (either the 1st or 16th of the month, as appropriate, per Attachment No. 4 to the Agreement dated June 10, 1999) of the assignment bulletin in dispute, unless extended by vacation or other authorized leave. The Carrier Officer designated to receive such complaints will have five working days from receipt of the complaint from the General Chairman to reply to the complaint.
9. If the General Chairman and the Carrier do not agree that a change to the bulletin is warranted based on the conditions in Section 4 of the Agreement, the matter may be progressed as a dispute pursuant to Section 3 of the Railway Labor Act, as amended.
10. For various reasons, revisions to bid forms may become necessary from time to time. The parties will meet to decide the matter before revisions are made.

As information, the Carrier Officer currently responsible for issuing bulletins for Maintenance of Way positions is Manager of Manpower Planning in Kansas City, KS. This letter Agreement is agreed to without prejudice to either party's contentions as to the applicability of schedule rules or agreements and will not be referred to in any manner whatsoever except to the extent necessary to enforce its terms.

For the Carrier:

/s/ Dennis J. Merrell 8/12/99
General Director-Labor Relations

For the Organization:

/s/ Bruce G. Glover
General Chairman-BMWE

/s/ D. D. Joynt
General Chairman-BMWE



NTCE OF WAY BID FORM
 Fargo, Montana, and Northwest
 Seniority Districts
 Track & Structures Departments

MAIL OR FAX BIDS TO: Location Shown on Bulletins
 SEND COPY TO: General Chairman, BMWWE

DATE _____

Page _____ of _____

Please accept my bid(s) on the following position(s) as advertised on your bulletin/bulletins, dated _____, closing _____

WRITE THE BULLETIN NUMBER, JOB NUMBER, JOB DESCRIPTION, AND JOB LOCATION NEXT TO YOUR CHOICE

PREF NO.	BULLETIN NUMBER	JOB NUMBER	JOB DESCRIPTION (OPTIONAL)	JOB LOCATION (OPTIONAL)	PREF NO.	BULLETIN NUMBER	JOB NUMBER	JOB DESCRIPTION (OPTIONAL)	JOB LOCATION (OPTIONAL)
1					21				
2					22				
3					23				
4					24				
5					25				
6					26				
7					27				
8					28				
9					29				
10					30				
11					31				
12					32				
13					33				
14					34				
15					35				
16					36				
17					37				
18					38				
19					39				
20					40				

SIGNED _____			BIRTH DATE _____		
PRINT NAME _____			SOCIAL SECURITY NUMBER _____		
ADDRESS _____			EMPLOYEE NUMBER _____		
CITY _____	STATE _____	ZIP _____			

Please bid in preference order on one form, regardless of district or bulletin. If you have more than 40 preferences, continue on a second sheet indicating page 1 of 2 and page 2 of 2. Mail or fax your WRITTEN BIDS promptly in order to arrive in the Kansas City Manpower Office by 12 Noon on the closing date of the bulletin. If closing falls on weekend or holiday, bids will be accepted until 12 Noon the following work day. No tele or wire bids will be considered at any time.

Revised 10/25/99

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APPENDIX Y

December 11, 1981

Mr. O. M. Berge, President
Brotherhood of Maintenance of Way Employees
12050 Woodward Avenue
Detroit, Michigan 48203

Dear Mr. Berge:

During negotiations leading to the December 11, 1981 National Agreement, the parties reviewed in detail existing practices with respect to contracting out of work and the prospects for further enhancing the productivity of the carriers' forces.

The carriers expressed the position in these discussions that the existing rule in the May 17, 1968 National Agreement, properly applied, adequately safeguarded work opportunities for their employees while preserving the carriers' right to contract out work in situations where warranted. The Organization, however believed it necessary to restrict such carriers' rights because of its concerns that work within the scope of the applicable schedule agreement is contracted out unnecessarily.

Conversely, during our discussions of the carriers' proposals, you indicated a willingness to continue to explore ways and means of achieving a more efficient and economical utilization of the work forces.

The parties believe that there are opportunities available to reduce the problems now arising over contracting of work. As a first step, it is agreed that a Labor-Management Committee will be established. The Committee shall consist of six members to be appointed within thirty days of the date of the December 11, 1981 National Agreement. Three members shall be appointed by the Brotherhood of Maintenance of Way Employees and three members by the National Carriers' Conference Committee. The members of the Committee will be permitted to call upon other parties to participate in meetings or otherwise assist at any time.

The initial meeting of the Committee shall occur within sixty days of the date of the December 11, 1981 National Agreement. At that meeting, the parties will establish a regular meeting schedule so as to ensure that meetings will be held on a periodic basis.

The Committee shall retain authority to continue discussions on these subjects for the purpose of developing mutually acceptable recommendations that would permit greater work opportunities for maintenance of way employees as well as improve the carriers' productivity by providing more flexibility in the utilization of such employees.

The carriers assure you that they will assert good-faith efforts to reduce the incidence of subcontracting and increase the use of their maintenance of way forces to the extent practicable, including the procurement of rental equipment and operation thereof by carrier employees.

The parties jointly reaffirm the intent of Article IV of the May 17, 1968 Agreement that advance notice requirements be strictly adhered to and encourage the parties locally to take advantage of the good faith discussions provided for to reconcile any differences. In the interests of improving communications between the parties on subcontracting, the advance notices shall identify the work to be contracted and the reasons therefor.

Notwithstanding any other provisions of the December 11, 1981 National Agreement, the parties shall be free to serve notices concerning the matters herein at any time after January 1, 1984. However, such notices shall not become effective before July 1, 1984.

Please indicate your concurrence **by** affixing your signature in **the** space provided below.

Very truly yours,

s/s Charles I. Hopkins, Jr.

I concur:

s/s O. M. Berge

APPENDIX Z
PART 1-Rates of Pay-MW&S

<u>Occupation</u>	<u>07/01/01</u>	<u>07/01/02</u>
<u>Track Department</u>		
Roster 1		
Rank A Track Inspector	\$19.44	\$19.54
Rank A General Section Foreman	\$19.52	\$19.62
Rank A Section Foreman(Humpyard)	\$19.52	\$19.62
Rank A Section Foreman, Grouting Crew Foreman and Cropping Crew Foreman	\$19.24	\$19.34
Rank A Extra or Maintenance Gang Foreman (Outfit Cars)		
Gang 25 or more	\$20.30	\$20.40
Gang, Less than 25 men	\$19.81	\$19.91
Rank A Extra or Maintenance Gang Foreman (Fixed Headquarters)	\$19.24	\$19.34
Rank B Assistant Foreman	\$18.93	\$19.03
Rank C Sectionman, Fire Patrolman, Track Watchman, Track Patrolman, Tunnel Watchman, Fence and Tile Gang Laborer, Stock Yard Laborer, Lampman, Yard Cleaner, Car Cleaner	\$16.92	\$17.02
Rank C Track Lubricator		
Former NP	\$17.13	\$17.23
Former SP&S	\$17.19	\$17.29
Rank C Crossing Watchman, Gateman and Flagman		
Former NP		
Duluth, MN	\$16.69	\$16.79
Minneapolis, MN	\$16.69	\$16.79
Jamestown, ND	\$16.69	\$16.79
Yakima, WA	\$16.75	\$16.85
Chelalis, WA	\$16.71	\$16.81
Spokane, WA	\$16.77	\$16.87
Puyallup, WA	\$16.75	\$16.85

Tacoma, WA	\$16.75	\$16.85
Former GN		
Minneapolis, MN	\$16.69	\$16.79
Wenatchee, WA	\$16.85	\$16.95
Spokane, WA	\$16.85	\$16.95
Seattle, WA	\$16.85	\$16.95
Former CB&Q		
Chicago, IL	\$16.91	\$17.01
St. Joseph, MO	\$16.69	\$16.79
Kansas City, MO	\$16.69	\$16.79
Former SP&S		
Portland, OR	\$17.04	\$17.14
Roster 2 Truck Driver (16,000 GW and Over)	\$17.95	\$18.05
Truck Driver (Under 16,000 GW)	\$17.59	\$17.69
Roster 3 Group 5 Machine Operator	\$18.18	\$18.28
Roster 4 Track Maintainer	\$18.93	\$19.03
<u>Bridge and Building Sub-Department</u>		
Rank A B&B Foreman	\$20.08	\$20.18
Rank A Foreman (Allouez Dock) Crew 35 Men or more	\$20.33	\$20.43
Rank A B&B Tunnel Foreman 26 or more continuous work days	\$20.92	\$21.02
Rank A B&B Inspector	\$20.08	\$20.18
Rank A B&B Painter Foreman	\$20.08	\$20.18
Rank B Assistant B&B Foreman	\$19.36	\$19.46
Rank B Assistant B&B Painter Foreman	\$19.36	\$19.46
Rank B Assistant B&B Foreman (Allouez Dock) Crew 35 men or more	\$19.42	\$19.52
Rank C Shop Carpenter	\$18.38	\$18.48
Rank C B&B Carpenter or Mech (1 st Class)	\$18.27	\$18.37
Rank C B&B Painter (1" Class)	\$18.27	\$18.37
Rank C Tinner	\$18.48	\$18.58

Rank D B&B Carpenter or Mech (2 nd Class)	\$17.95	\$18.05
Rank D B&B Painter (2 nd Class)	\$17.95	\$18.05
Rank D Drawbridge Tender	\$18.55	\$18.65
Rank E B&B Carpenter or Mech Helper	\$17.37	\$17.47
Roster 2		
Rank A Water Service Foreman	\$20.45	\$20.55
Rank B Water Service Assistant Foreman	\$20.19	\$20.29
Rank C Water Service Mechanic Pump Repairman and Pipefitter	\$19.42	\$19.52
Rank C Licensed Plumber	\$19.42	\$19.52
Rank D Water Service Helper	\$17.35	\$17.45
Rank E Pumper	\$16.93	\$17.03
Roster 3 B&B Truck Driver 16,000 GW and Over	\$17.95	\$18.05
Under 16,000 GW	\$17.59	\$17.69
Roster 4 Mason, Plasterer, Bricklayer Cement Finisher	\$19.57	\$19.67
Roster 5 Blacksmith Miner or Powderman	\$18.82	\$18.92
Steel Erection Crew		
Rank A Steel Erection Crew Foreman	\$20.92	\$21.02
Rank B Assistant Steel Erection Crew Foreman	\$19.85	\$19.95
Rank C Steel Erection Crew Mechanic	\$18.66	\$18.76
Rank D Steel Erection Crew Helper	\$17.85	\$17.95
Steel Erection Crew Welder	\$19.16	\$19.26
Steel Erection Crew Truck Driver	\$17.95	\$18.05

Welding Sub-Department

Roster 1		
Rank A Welding Foreman	\$20.03	\$20.13
Welding Shop Foreman	\$20.30	\$20.40
Rank A Head Welder	\$19.16	\$19.26
Welding Shop Head Welder	\$19.42	\$19.52
Rank B Welder	\$18.98	\$19.08
Welding Shop Head Welder	\$19.25	\$19.35
Rank C Grinder Operator	\$18.00	\$18.10
Rank D Welder Helper	\$17.13	\$17.23

Roster 2

Rank A Foreman, Continuous Rail Welding Plant	\$20.03	\$20.13
Rank B Welder, Continuous Rail Welding Plant	\$18.67	\$18.77
Rank C Grinder, Continuous Rail Welding Plant	\$18.00	\$18.10
Rank D Helper, Continuous Rail Welding Plant	\$17.13	\$17.23
Rank D Laborer, Continuous Rail Welding Plant	\$16.92	\$17.02

Roadway Equipment Sub-Department

Roster 1 Group 1 Machine Operator	\$19.20	\$19.30
Roster 2 Group 2 Machine Operator	\$18.90	\$19.00
Group 2 machine Operator- Equalized Rate	\$19.35	\$19.45
Roster 3 Group 3 Machine Operator (Production Tamper with attachments- Tamping and Lining)	\$18.90	\$19.00
Group 3 Machine Operator	\$18.51	\$18.61
Group 4 Machine Operator	\$18.00	\$18.10

Roadway Equipment Repair

Rank A Welder	\$19.06	\$19.16
Rank B Traveling Equipment Maintainer	\$19.91	\$20.01

Rank C Equipment Maintainer	\$18.55	\$18.65
Rank D Helper	\$17.55	\$17.65
<u>Miscellaneous</u>		
Cooks Crews 20 men and over	\$17.60	\$17.70
Crews, Less than 20 men	\$17.19	\$17.29
Rock air drill and jack hammer Operator	\$18.00	\$18.10

Except where employes may be assigned by the Company on a regular basis during the season to handle and care for car heaters, they will not be required to do so if other help is available. For employes not assigned on a regular basis to do such work, but called to do so, they will be allowed sixty (**60**)cents per car each ~~time~~ such service is performed, as an arbitrary allowance in addition to other compensation earned under schedule rules.

The straight time hourly rates of monthly rates shall be determined by dividing the monthly rate by 176. Fractions less than one-half ($\frac{1}{2}$) of one (1) cent shall be dropped, one ($\frac{1}{2}$) cent or over to be counted as one (**1**) cent.

When B&B Gangs are assigned to large jobs in tunnels involving heavy retimbering, relining or related work, the foreman will be paid the tunnel foreman's rate and a differential of twelve (12) cents per hour over their respective rates will be paid to the other members of the crew.

Such work will be considered heavy if it requires twenty-six (**26**) or more continuous days' work by a crew.

APPENDIX Z
PART 2--ENTRY RATES/ RATES PROGRESSION

Article III - Section of the October 17, 1986 National Agreement (as amended), including all applicable Side Letters, and all other local rules governing entry rates are amended to provide:

Section 1 - Service First 24-Months

Employees entering service on and after the effective date of this Article shall be paid as follows for all service performed on positions covered by an agreement with the organization signatory hereto within the first twenty-four (24) calendar months of service:

(9-26-96 National Agreement)

(a) For the first twelve (12) calendar months of employment, new employees shall be paid at 90% of the applicable rates of pay (including COLA).

(9-26-96 National Agreement)

(b) For the second twelve (12) calendar months of employment, new employees shall be paid at 95% of the applicable rates of pay (including COLA).

(9-26-96 National Agreement)

(c) Employees working on the below identified positions, Rosters and Ranks shall not be subject to the Rates Progression established by Article III of the October 17, 1986 National Agreement (entry rates) as amended.

Track Sub-department

Roster 1, Rank A Track Inspector
Foreman, General Section Foreman, Maintenance Crew
Foreman, Section Foremen, Grouting Crew Foreman, Cropping
Crew Foreman, Extra Gang Foremen

Bridge and Building Sub-department

Roster 1, Rank A B&B Foreman, B&B Tunnel Foreman, B&B Inspector, B&B
Painter Foreman

Roster 2, Rank A Water Service Foreman

Welding Sub-department

Roster 1, Rank A Welding Foreman, Head Welder

Roster 2, Rank A Foreman, Continuous Rail Welding Plan

Roadway Equipment Repair Shop Sub-department

Rank B Traveling Equipment Maintainer (Mechanic)

Roadway Equipment Sub-department

(Five Districts)

Roster 1 Machine Operator Group 1

Roster 2 Machine Operator Group 2

(Five Districts)
Roster 1 Machine Operator Group 3
(11-3-94 Memorandum of Agreement)

(d) Employees represented by BMW and working under the provisions of any agreement other than this Agreement, will not be subject to entry rates if the position they are working on would not be subject to entry rates if it were covered by this Agreement
(11-3-94 Memorandum of Agreement)

(e) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rates after completion of a total of twenty-four (24) months' combined service.

(f) Service in a craft not represented by the organization signatory hereto shall not be considered in determining periods of employment under this rule.

(g) Employees who have had a previous employment relationship with a carrier in a craft represented by the organization signatory hereto and are subsequently hired by another carrier shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the twenty-four (24) month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of subsequent employment.

(h) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the twenty-four (24) month period except as provided in Side Letter Number 2* of the October 17, 1986 National Agreement.

*Note: For the period of time an employee is covered by the rate progression provision, such employee would be credited with two months of employment for each month in which he performs compensated service provided

(1) not more than twelve months of service will be credited in any twelve consecutive month period,

(2) such employee renders compensated service for a minimum of 80 days before such employee can advance into the next rate progression category and

(3) an employee cannot advance into the next rate progression category until at least 12 months after establishing seniority or after receiving a rate progression under this article.

[10/17/86 National Agreement, Side Letter No. 2]

Section II- Service on Regional and Systemwide Gangs

Employees on R/S Gangs will not be subject to entry rates of pay.

[Article XI, 12/11/81 National Agreement, Article III, 10/17/86 National Agreement, Side Letter #2, 11/03/94 Letter of Agreement, Article IV, 09/26/96 National Agreement]

APPENDIX Z
PART 3-Rate of pay for Production Tamping Machines

Mr. F. H. Funk, General Chairman
Bro. of Maintenance of Way Employes
500 Northwestern Federal Building
Minneapolis, Minnesota 55403

January 17, 1974
File MW-68(m)-11

Mr. G. H. Duesdieker, General Chairman
Bro. of Maintenance of Way Employes
284 Continental Terrace West Building
2701 Alcott Street
Denver, Colorado 80211

Gentlemen:

Referring to conferences held concerning the rate of pay for machine operators listed in Group 3 assigned to machines identified as follows:

Production Tamping machines with attachments (Surface and lining) such as Electromatic, Plasser, Jackson.

At the conclusion of such conferences it was agreed that the problems existing in the operations of these machines warranted the following solution effective February 1, 1974:

Positions of Group 3 Machine Operators assigned to Production Tamping Machines, identified as Carrier Group 54 and 55 machines will be compensated at the monthly rate of \$954.47 per month.

This change in rate of pay will not be cause for any position to be bulletined and positions will continue as Roster 1, Rank A Machine Operator Group 3 positions.

It is further understood that such resolution of the rate of pay is not intended or is to be construed as establishing the number of positions to be worked or as a guarantee of the permanency of any position.

Sincerely,

CONCURRED IN:

/s/ T. C. DeButts
Vice President

s/s F. H. Funk
General Chairman, BMWE

s/s G. H. Duesdieker
General Chairman, BMWE

Tamper - Production Raising and Lining
Group 54-

	<u>Model</u>	<u>Serial No.</u>				<u>Group 54</u>
Tamper	UDEJ 2.5	62356	\$81,738	1966	SR-30	X54-0001
Jackson	4500	116924	82,396	1968	NP174	X54-0002
"	"	118379	"	1970	NP715	X54-0003
Tamper	UDEJ.3D3	61164	64,444	1964	Q 865	X54-0004
	UDEJ-25D3	62156	65,406	1966	Q 866	X54-0005
"	UDEJ-25D3	62166	"		Q 867	X54-0006
"	EJL 5	463679	87,915	1969	Q 874	X54-0007
"	"	463689	87,915	1969	Q 875	X54-0008
Plasser		2060	91,567	1970	Q 876	X54-0009
Tamper	UDEJ-2	6251	59,616	1961	GN23728	X54-0010
"	"	6221	"	1961	GN23729	X54-0011
Tamper	UDE-J2	6522	61,202	1962	GN23870	X54-0012
"	UDE-J2	6542	61,202	1962	GN23871	X54-0013
"	UDE-J2	6462	61,202	1962	GN23872	X54-0014
"	UDE-J2	6482	61,202	1962	GN23873	X54-0015
"	EJL-5	463709	88,677	1969	GN26863	X54-0016
"	EJL-5	463729	88,677	1969	GN26864	X54-0017
"	EJL-5	473950	88,506	1970	GN27526	X54-0018
"	WAG-5	474491514	85,534	1971	BN	X54-0019
"	HAG-5	474501	85,534	1971	BN	X54-0020
Jackson	4500	121278	82,396	1971	BN	X54-0021
Tamper	EJ AJ 6	374872	80,597	1972	BN	X54-0022
Tamper	EJ AJ 6	374862	80,597	1972	BN	X54-0023
Plasser	06-16-SLC	2183	78,738	1972	BN	X54-0024
Plasser	06-16-SLC	2191	78,738	1972	BN	X54-0025
Jackson	4500	122321	86,165	1972	BN	X54-0026

TIE TAMPER – PRODUCTION RAISING ONLY

Group 55.

	<u>Model</u>	<u>Serial No.</u>				<u>Group 54</u>
McWilliams	F	T371	\$63,500	1962	S R-23	X55-0001
Tamper	UDEJ2.5	H6953	61,697	1963	S R-25	X55-0002
Jackson	1960	87606	46,500	1959	NP 152MS	X55-0003
“	1962 99837-62		46,500	1961	NP155MS	X55-0004
“	1962 99838-62		46,500	“	NP156MS	X55-0005
“	1961 99839-62		46,500	“	NP157MS	X55-0006
“	1962 102637		47,475	1962	NP159MS	X55-0007
“	1964 102671		47,475	1963	NP161MS	X55-0008
“	1964 102670		47,475	1963	NP162MS	X55-0009
“	1965 105247		66,200	1964	NP163MS	X55-0010
“	1964 105248		66,200	1964	NP164MS	X55-0011
“	1965 108226		46,500	1965	NP165MS	X55-0012
“	1966 110227		66,200	1965	NP167MS	X55-0013
“	1967 110230		66,200	1966	NP170MS	X55-0014
2500	(1968) 112063		51,436	1967	NP171MS	X55-0015
“	1968 112064		68,375	1967	NP172MS	X55-0016
“	1960 TMD 87611		46,500	1960	G23065	X55-0017
"Tamper	UDE2	6180	46,894	1960	G23612	X55-0018
“	“	5049	45,075	“	G23613	X55-0019
“	UDET2	6231	59,616	1961	G23726	X55-0020
“	UDE-J2	6211	59,616	“	G23727	X55-0021
“	UDEJ-2	374872	59,616	1963	G24831	X55-0022
“	UDEJ-2	61244	62,046	1964	G24879	X55-0023
“	UDEJ-2	61204	62,046	1964	G24887	X55-0024
“	UDEJ-2	61174	62,046	1964	G24888	X55-0025
Jackson		84721			G84721	X55-0026
“		84723			G84723	X55-0027
“		84724			G84724	X55-0028
“		84725			G84725	X55-0029

APPENDIX Z
PART 3-Rate of pay for trucks pulling low-boy trailers

Mr. F. H. Funk, General Chairman
Bro. of Maintenance of Way Employes
500 Northwestern Federal Building
Minneapolis, Minnesota 55403

August 18, 1977
File MW-1(a)

Mr. G. H. Duesdieker, General Chairman
Bro. of Maintenance of Way Employes
284 Continental Terrace West Building
2701 Alcott Street
Denver, Colorado 80211

Gentlemen:

Referring to conferences held concerning your request of February 10, 1977, your file JPB-30, for increase in rate of pay for operators of the large trucks when assignments require them to pull low boy trailers.

At the conclusion of conference it was agreed that effective October 1, 1977, when these large trucks are used to haul trailers of 20 ton capacity or more listed under Group 72 (copy attached) the truck drivers will be compensated on dates so used at the hourly rate of Group 2 machine operator in accordance with principles set forth in Rule 44.

Nothing herein is intended or is to be construed as establishing the number of truck driver positions to be worked or as a guarantee of the permanency of any position.

It was further understood and agreed this agreement may be terminated by either party provided thirty (30) calendar days' advance notice is given of such intent to terminate.

Sincerely,

ACCEPTED:

/s/ T. C. DeButts
Vice President

/s/ F. H. Funk
General Chairman, BMWWE

/s/ G. H. Duesdieker
General Chairman, BMWWE

TRAILERS-LOW BOY

Group 72

Lacrosse Trailer, 24 ton, Ser. 5421, 1947 \$3,533.....	016672	BN X72-0004
Winter Weiss Trailer, flatbed 30 ton, Ser. 16505 1953 \$3,450.....	020568	BN X72-0005
Lacrosse, heavy duty trailer, Ser. 8960, 1956 \$3,509.....	022214	BN X72-0006
Nelson Trailer, 24 ton, Ser. 1488, 1957 \$2,647.....	022399	BN X72-0007
Nelson 4 wheel Trailer, 24 ton, Ser. 1439, 1961, \$4,595 (Communication Dept.).....	023176	BN X72-0008
Fruehauf, Lo-Boy Trailer, 25 ton, Model EB-E1 dolly, Ser. No. FWH 774401, 1967, \$7,334.....	025948	BN X72-0009
Fruehauf, Lo-Boy Trailer, 25 ton, Model C25-LJ-2, Ser. No. WEM 160601, 1970, \$4,794.....	027348	BN X72-0010
Hyster-Martin 20 ton cap. Trailer, Model HP20T Ser. No. 10933, 1964, \$4,975.....	NP HP20T	BN X72-0011

APPENDIX AA

SECTION 10901 TRANSACTIONS

Section 1

The railroads should provide at least a 60-day notice of intent to sell or lease a line of railroad to a purchaser under 49 U.S.C. Sec. 10901. During the 60-day period, the parties shall meet upon the request of the organization to discuss the planned transfer. The transaction agreement between the carrier and the purchaser should obligate the purchaser to give priority hiring consideration to employees of the selling carrier who work on the line. Further, the agreement between the carrier and purchaser should obligate the purchaser to assume a neutral stance in any union organizing effort undertaken by the organization. Should any recommendation in this paragraph be deemed contrary to the Railway Labor Act, the remaining recommendations shall continue in full force and effort.

Section 2

The selling carrier shall provide affected employees priority employment rights for other positions on the seller, both within craft and in other crafts where qualified. For access to positions within craft, the parties shall, at the request of the organization, develop a system seniority roster for use in such transactions in the same manner as that provided in the UTU and BLE national settlements. In addition, employees securing positions on the selling carrier which require a change in residence shall be eligible for up to \$5,000 in relocation allowance, again in the same manner as provided in the UTU and BLE settlements.

Section 3

Employees who secure a position with the buyer should be provided with an opportunity to return to the seller during the first 12-month period. Employees displaced by the sale shall have recall rights on the seller's property, as a minimum, for a period equal to their company seniority.

[9/26/96 National Agreement, Section XI]

APPENDIX BB

MEMORANDUM OF AGREEMENT

BETWEEN

BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

AND

ITS EMPLOYEES REPRESENTED BY

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

IT IS AGREED:

The Carrier may establish Relief Machine Operator positions on Regional and Systemwide Production Gangs, including any interrelated gangs, and on other gangs to which the parties may agree. The positions are for the purpose of spelling the regular operator, covering vacations and short vacancies and providing training opportunities to the other members of the gang. Relief Machine Operators may operate any machine on the gang, including interrelated gangs, in the group to which the Relief Machine Operator is assigned. Such positions will be established **as** provided in paragraph 1, below and will be subject to the following:

1. Relief Machine Operator positions will be bulletined by the machine group that will be operated by the relief operator. Machine numbers for the Relief Machine Operator position will not be specified on the bulletin. Employees assigned to positions bulletined **as** Relief Machine Operator, Group 2, may operate any Group 2 machine assigned to the gang on which the position is bulletined. Employees assigned to positions bulletined **as** Relief Machine Operator, Group 3, may operate any Group 3 machine assigned to the gang on which the position is bulletined, however, Relief Machine Operator, Group 3, positions that will include relief on a production tamper must be bulletined to Group 3 at the Group 2 rate of pay.
 - a. Relief Machine Operator positions will be bulletined and assigned under the September 1, 1982 Burlington Northern Agreement consistent with the Terms and Conditions for the Operation of Regional or Systemwide Production gangs. Former ATSF employees who are eligible to bid will be considered for these positions on the basis of their Group 7, Class 3 seniority date.
 - b. Where there is more than one short-term machine operator vacancy to be filled within the gang, the Relief Machine Operator may request to be assigned to the vacancy of his choice and that request will be honored unless there is no one qualified from within the gang or the immediate area with a written request on file to operate the unfilled machine. In that case, the reasons for the assignment will be explained to the employee **by** the supervisor. Where there is more than one Relief Machine Operator, this provision will be applied to give preference to the senior.
 - c. Machine operator vacancies of more than 30 days duration will be properly bulletined and filled consistent with the procedures under the applicable agreement. Pending assignment, the vacancy will not be filled by a Relief Machine Operator unless there are no furloughed employees available for recall to the vacancy.

d. A Relief Machine Operator will not be assigned to perform laborers work when not relieving or working a machine.

2. Daily overtime that is an extension of the regular day may be assigned to a Relief Machine Operator who is operating a machine on that day if the regular operator is unavailable because of other overtime service, layoff, and the like. However, overtime outside of, and not continuous with the regular work period, and work on 6th and 7th days, and holidays will be assigned to the regular operator if available.

3. This Agreement is made without prejudice to the positions of the parties and shall not be referred to by either party in any context or proceeding of any kind, including but not limited to judicial, arbitral, or fact finding proceedings, excepting any dispute concerning the interpretation or application of this agreement. It may be cancelled at any time by either party with the cancellation to be effective the end of the current work season. In no event shall the Agreement extend beyond the 31st of December of the year in which cancelled.

Signed this 13th day of November, 1997.

For: Brotherhood of Maintenance of Way

For: Burlington Northern and Santa Fe
Railroad Company

/s/ Mark E. Hemphill
General Chairman

/s/ Daniel J. Kozak

/s/ T. A. Wheeler
Vice General Chairman

/s/ Dennis J. Merrell

/s/ R. Gene Davis
Vice General Chairman

/s/ D. D. Joynt
General Chairman

/s/ E. R. Spears
General Chairman

/s/ Bruce G. Glover
General Chairman

/s/ E. L. Torske
Vice President

/s/ Wm. F. Gulliford
General Chairman

APPENDIX CC

March 18, 1998

Bruce G. Glover
General Chairman, BMWWE
206 Butler North Building
510 North 1st Avenue
Minneapolis, MN 55403-1609

W. F. Gulliford
General Chairman, BMWWE
Mountain and Plains Federation
1010 South Joliet Street, Suite 100
Aurora, CO 80012-3150

M. E. Hemphill
General Chairman, BMWWE
521 Southeast 10th Street
P.O. Box 746
Newton, KS 67114-074

D. D. Joynt
General Chairman, BMWWE
747 N. Burlington Avenue, Suite 201
Hastings, NE 68901

E. R. Spears
General Chairman, BMWWE
333 Park Central East
610 Woodruff Building
Springfield, MO 65805-0396

Roger Sanchez
General Chairman, BMWWE
350 Sam Houston Parkway E.
Houston, TX 77060

Dear Sirs:

At our meeting of January 28 and 29, 1998, one of the subjects we discussed was the application of Article **XVI**, Section 4 of the September 26, 1996, National Agreement. Article **XVI**, Section 4 refers to the bonus paid to employees working on a Regional or System-wide Production Gang (RS Gang) who do not voluntarily leave the RS Gang for a period of at least six (6) months. Notwithstanding the position of either party regarding the proper application of Article **XVI**, Section 4, the parties agree that eligibility requirements for the Article **XVI**, Section 4 production incentive bonus will be applied on Burlington Northern Santa Fe (BNSF) as follows:

Effective January 1, 1997, each employee assigned to a Regional or System-wide Production Gang (RS Gang) established under Article **XIII** of the July 29, 1991 Imposed Agreement, as amended, including employees not originally assigned when the RS Gang begins working, shall become eligible for the September 26, 1996, National Agreement Article **XVI**, Section 4 bonus upon completion of six (6) continuous months of service on a particular single RS Gang computed from the first day the employee reports to work on that RS Gang. The parties agree that employees assigned to an RS Gang later in the year who do not complete six (6) continuous months of service on that RS Gang or employees who voluntarily leave the RS Gang prior to completing six (6) continuous months of service on that RS Gang will not be eligible for the Article **XVI**, Section 4 bonus.

In the event the RS Gang is abolished in less than six (6) months from the date the RS Gang begins work, the employees working on that RS Gang at that time will be eligible for the production incentive bonus earned up to the date of abolishment as provided in Article **XVI**, Section 4.

The following examples are illustrative of the parties intent in the application of this Agreement. In the event situations arise that are not covered by the examples below the parties shall promptly meet to try to resolve the matter.

RS Gang X begins work on February 1 and is abolished on November 30:

Employee A works RSG X from February 1 through October 31-Eligible

Employee B works RSG X from May 1 through October 31-Eligible

Employee C works RSG X from February 1 through May 31, bids to and works RSG Y from June 1 through December IO-Eligible (RSG Y service)

Employee D works RSG X from February 1 through February 28 on temporary vacancy, bids to and works RSG X from March 1 through July 31-Eligible (service continuous February 1 through July 31)

Employee E works RSG X from February 1 through June 30-Not eligible

Employee F works RSG X from February 1 through May 31, bids to and works Division position from June 1 through July 30, bids back to and works RSG X from August 1 through October 31-Not eligible (service not continuous)

RS Gang Z begins work February 1 and is abolished November 15

Employee G works RSG X from February 1 through May 31, bids to and works RSG Z from June 1 until abolished on November 15-Not eligible

RS Gang W begins work February 1 and is abolished two months early on September 30

Employee H works RSG W from May 1 through September 30-Not eligible

Neither this Agreement or drafts exchanged during the course of reaching this Agreement will be used or referenced by either party or any third party to establish precedent of any kind on another Carrier(s). This Agreement is limited solely to the application of the eligibility requirements of Article XVI, Section 4 of the September 26, 1996 National Agreement on BNSF and is reached without prejudice to either party's contentions as to the interpretation or application of schedule rules or the interpretation or application of any other provision of the September 26, 1996 National Agreement and will be referred to only to the extent necessary to enforce the terms of this Agreement.

Outstanding claims for the Article XVI, Section 4 bonus filed as of the date of this Agreement will be withdrawn or settled consistent with the terms of this Agreement.

Sincerely;

/s/Dennis J. Merrell

cc:D. J. Kozak

/s/D. D. Joynt
General Chairman-BMWE

/s/Roger Sanchez
General Chairman-BMWE

/s/Wm. F. Gulliford
General Chairman-BMWE

/s/Bruce G. Glover
General Chairman-BMWE

/s/E. R. Spears
General Chairman-BMW

/s/M. E. Hemphill
General Chairman-BMW

/s/R. G. Davis
Vice General Chairman-BMW

/s/E. J. Blado
Vice General Chairman-BMW

Approved:

/s/E. L. Torske
International Vice President-BMW

APPENDIX DD

MEMORANDUM OF AGREEMENT BETWEEN BURLINGTON NORTHERN AND SANTA FE RAILWAY AND THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

This Agreement pertains to Maintenance of Way employees covered by the September 1, 1982 BN/BMWE Labor Agreement. In the event BNSF desires to bulletin a position to assist a Track Inspector, the position will be identified as a Track Maintainer.

In addition to the duties presently prescribed in Agreement Rule 55 A, each Track Inspector may supervise (and be assisted by) a Track Maintainer, if one is assigned.

Rule 55 will be modified by the following addition:

55 U Track Maintainer: An employee assigned to work with and assist a Track Inspector in inspecting tracks, roadway and right-of-way on their district. Track Maintainers may change angle bars, raise joints, shim track, cut brush, perform snow removal, make reports, and otherwise perform repair and maintenance work incident to inspection of roadway and track.

In the Track Sub-department, a new roster identified as Roster 4, "Track Maintainers," will be established. Roster 4 will be comprised in seniority order of all employees listed on Track Sub-department Roster 1, Rank C, for each Seniority District, as of the date of this Agreement. Thereafter, employees will establish seniority on this roster in the usual manner under the Schedule Agreement. Employees already listed on Track Maintainer seniority rosters covering Seniority Districts 21, 22, 23 and 24 will retain the existing dates, and those rosters will not be modified as a result of this Agreement.

A rate of pay will be established for the new position of Track Maintainer which will be \$16.64 per hour.

It is also understood that job assignments presently assigned to work with Track Inspectors, such as Truck Driver, Track Patrolman, or Sectionman will be re-bulletined as Track Maintainer. Present Track Inspector positions will not be re-bulletined.

It is also understood that senior applicants for the new Track Maintainer position, if not already qualified, will be allowed some form of schooling or instruction which may enable him or her to meet FRA and BNSF standards for its Track Inspectors.

Employees awarded Track Maintainer positions must pass the required Foreman's rules examination and be able to qualify as a Track Inspector under FRA. Such employees must also have the appropriate driver's license or certificates necessary for the operation of the assigned vehicle.

Any vacancy of 30 calendar days or less including vacation relief in a Track Inspection position will be filled by the Track Maintainer, if one is assigned. A vacancy on the Track Maintainer position of 30 calendar days or less, if filled, will be filled per Rule 19. In the absence of requests per Rule 19, the company will recognize seniority in assignments to the vacancy.

It is understood that the primary duties and responsibilities of Track Inspector-Track Maintainer assignments

will be for the complete and proper inspection of tracks, roadway and right of way on the territory to which assigned. With respect to overtime, Track Inspectors and/or Track Maintainers may perform repairs in conjunction with their track inspection as necessary. Other overtime service in connection with track repair and maintenance will continue to be performed by the regular employees.

It is understood and agreed that this Agreement is entered into by the parties on a non-precedential, non-prejudicial basis and with the express agreement that it not be referred to in any other proceeding whether it be arbitral or judicial or other forum, including, but not limited to, Presidential Emergency Boards and fact-finding proceedings. It is agreed that this non-prejudicial and non-referable provision be given the broadest possible interpretation; however, nothing in this Agreement should be read as prohibiting the use of this Agreement in a proceeding to enforce its terms in a claim which arises while it is in effect.

This Agreement will become effective on September 12, 1999 and remains in effect until modified or rescinded in accordance with the provision of Section 6 of the Railway Labor Act as amended.

Signed this 12th day of August, 1999.

For Burlington Northern Santa Fe

/s/J. J. Fleps
J. J. Fleps-Vice President

/s/Daniel J. Kozak
D. J. Kozak-Assistant Vice President

/s/Dennis J. Merrell
D. J. Merrell-General Director

For Brotherhood of Maintenance of Way Employees:

/s/Bruce G. Glover
General Chairman-BMWE

/s/Wm. F. Gulliford
General Chairman-BMWE

/s/D. D. Jovnt
General Chairman-BMWE

/s/M. E. Hemphill
General Chairman-BMWE

/s/R. Gene Davis
Vice General Chairman

/s/ Gary Marquardt
Vice General Chairman

Approved:

/s/ E. L. Torske
International Vice President-BMWE

APPENDIX EE
Seniority District Consolidated Related Agreement (Forced Assignment 6/10/99),
and Related Agreement 6/10/99-Side Letter to Article A (2)

Rule 36 C (1)* provides, in pertinent part, that “Employees force assigned to a headquarterd position which is located greater than **75** highway miles from both the employee’s residence and the employee’s home station will be eligible for double occupancy lodging under the BNSF corporate lodging program on each day service is performed at the away-from-home headquarter location.”

This provision is not intended to create windfall or duplicate payments to employees, but rather, is established solely to provide lodging and meal allowance benefits to employees forced into working headquarterd positions where no other expense provision is in place.

For the purposes of applying this provision of the Agreement, the term “Employees force assigned” refers to an employee:

1. Who, in the exercise of seniority, cannot acquire a headquarterd position within **75** highway miles of his “Home Station” or residence; and who, in the exercise of seniority, cannot acquire a position offering expenses on the seniority district where he or she holds seniority; or
2. Who is recalled by the Carrier to a headquarterd position offering no other expense provision and which is located more than **75** highway miles from his residence and Home Station.

An employee drawing benefits under Rule 36 C (1)* will not be considered as forced to the away-from-home headquarterd position if the employee is later able to exercise seniority to (1) any position offering expenses anywhere on the seniority district or (2) to a headquarterd position within **75** highway miles of either his residence or home station. As an exception to the application of this rule, the following will apply:

1. To continue to be eligible for Rule 36 C (1)* expenses, an employee drawing these expenses must exercise seniority to a position offering expenses other than those provided in Rule 36 C(1)* if the rate of pay for the position that becomes available is equal to or greater than the rate of pay for the position to which currently assigned.
2. To continue to be eligible for Rule 36 C (1)* expenses, an employee drawing benefits under Rule 36 C(1)* must exercise seniority to a headquarterd position without expenses within **75** miles of either his home station or residence if the rate of pay for the position that becomes available to him is equal to or greater than the rate of pay for the position to which currently assigned.

The following are examples of the application of this Side Letter:

1. The employee is drawing expenses under Rule 36 C (1)* on a foreman position 100 miles from his residence and home station. An Asst. Foreman position paying expenses becomes available to him 200 miles from his residence and home station. Will the employee lose his entitlement to the Rule 36 C(1)* expenses if he does not take the Asst. Foreman position?

No. The Asst. Foreman position is a lesser rate of pay than the Foreman position.

2. The employee is drawing expenses under Rule 36 C (1)* on a laborer position 100 miles from his residence and home station. A laborer position on a mobile crew becomes available to him 100 miles from his residence or home station. Will the employee lose his entitlement to the Rule 36 C (1)*

expenses if he does not take the laborer position on the mobile crew?

Yes. The laborer position on the mobile crew has a rate of pay equal to that of the position to which the employee is assigned.

3. The employee is drawing expenses under Rule 36 C (1)* on a foreman position 80 miles from his residence and home station. An Asst. Foreman position becomes available to him 25 miles from his residence. Will the employee lose his entitlement to the Rule 36 C (1)* expenses if he does not take the Asst. Foreman position?

No. The Asst. Foreman position is at a lesser rate of pay than the Foreman position to which the employee is currently assigned.

4. The employee is drawing expenses under Rule 36 C (1)* on a foreman position 80 miles from his residence and home station. A foreman position offering the same rate of pay becomes available 70 miles from his residence or home station. Will the employee lose his entitlement to the Rule 36 C(1)* expenses if he does not take the foreman position 70 miles from his home station **or** residence?

Yes. The foreman position that becomes available is within 75 miles from either his residence or home station and has a rate of pay equal to that to which currently assigned.

Seniority District Consolidated Related Agreement (Forced Assignment 6/10/99)

Rule 36 C (2)* provides in pertinent part, "For the purpose of applying Rule 36 C* of this Agreement to those employees who are not currently assigned a home station, a 'Home Station' is defined **as** the station, town or city listed in the current Carrier timetable located on the seniority district nearest his residence."

Q. Must the Home Station referred to in Rule 36 C (2)*, be located on the employee's seniority district?

A. Yes. Except **as** otherwise provided in Rule 36, it is not intended to change the current application of **rules** governing assignment of Home Stations.

[Seniority Districts Consolidation Agreement-Related Agreement 6/10/99-Side Letter to Article A (2)]

*Note: For clarity, reference to Article A were changed to Rule 36 C in this synthesis of Agreement document.

APPENDIX FF

This letter will confirm some understandings reached in connection with Rule 7 Section I (G).

1. Each employee assigned to a district mobile gang, including employees not originally assigned when the district mobile gang begins working, shall become eligible for the September 26, 1996 National Agreement Article XVI, Section 4 bonus upon completion of six months of service on a particular single district mobile gang computed from the first day the employee reports to work on that district mobile gang. The parties agree that employees assigned to a district mobile gang later in the year who do not complete six continuous months of service on that district mobile gang or employees who voluntarily leave the district mobile gang prior to completing six continuous months of service on that district mobile gang will not be eligible for the bonus.
2. In the event the district mobile gang is abolished in less than six months from the date the gang begins work, the employees working on the gang at that time will be eligible for the production incentive bonus earned up to the date of abolishment as provided in Article XVI, Section 4.
3. Any employee displaced from his assigned district mobile gang position who exercises seniority within this gang or on any other district mobile gang will remain eligible for the annual production incentive bonus (upon satisfaction of the six continuous months of service) computed from the first day the employee reported to his initial assignment in the first district gang.
4. Any employee displaced from his/her assigned district mobile gang position, who is unable to hold an equal- or higher-rated position on his/her current or any other district mobile gang, will be eligible for the production incentive bonus earned up to the date of displacement. Any employee displaced from his/her assigned district mobile gang position who is able to hold an equal- or higher rated position on his/her current or any other district mobile gang, will be required to take such a position in order to remain eligible for the annual production incentive bonus. Such an employee who takes such a position will have his/her time bridged from the initial position to the subsequent position; and upon satisfaction of the six continuous months of combined service on the district mobile gangs, the employee will be entitled to receive the full annual production incentive bonus.
5. Employees with less than six continuous months of service on a district mobile gang, who are force assigned to and accept another position on that gang or another district mobile gang will remain eligible for the production incentive bonus (upon satisfaction of the six continuous months of service) computed from the first day the employee reported to his initial assignment in the first district mobile gang.
6. Employees with less than six continuous months of service on a district mobile gang, who are force assigned to and accept a headquarterd position will be eligible for the production incentive bonus earned up to the date released from the district mobile gang.
7. If an employee works a district mobile gang on a temporary vacancy, then bids to and is assigned to that district mobile gang, that employee is eligible for the production incentive bonus (upon satisfaction of the six continuous months of service) computed from the first day the employee worked the temporary vacancy on that district mobile gang.
8. This production incentive bonus payment shall not, in any event, exceed \$1,000 per person per calendar year.
9. On any district mobile gangs that continue in existence from year to year, computation for the six continuous months of service on that gang will begin on January 1, of each calendar year.
[Seniority Districts Consolidation Agreement-Related Agreement 6/10/99 (bonuses)]

APPENDIX GG
QUESTIONS AND ANSWERS-STARTING TIME-RULE 27

RULE 27 A, B and C:

1. Does any part of Article IX-Starting Time, of the July 29, 1991 Imposed Agreement apply to Rules 27 A, B or C?
 - A. Other than to the extent provided for in Rule 27 D regarding local supporting forces, Article IX Starting Time, of the July 29, 1991 Imposed Agreement does not apply to Rules 27 A, B or C.
2. The assigned starting time for Section Gang #101 is 6:00 A. M. Can the Carrier change that starting time to 4:00 P. M. with a 48 hour notice?
 - A. No. The starting time change in Rule 27 A can only be made between the hours of 5:00 A. M. and 10:00 A. M. If the Carrier desires to change the starting time for Section Gang #101 to 4:00 P. M., such Gang would have to be abolished and rebulletined with a new starting time of 4:00 P. M.

Rule 27 D and E:

1. If the main gang starts at 6:00 A. M. and the ancillary gang starts at 8:00 A. M., can the Carrier bus both gangs to the work site at the same time?
 - A. No. If the main gang starts at 6:00 A. M., the main gang employees would be bused to the work site consistent with the start time for the main gang. The ancillary crew working the staggered start time of 8:00 A. M., will be bused to the work site separately from the main gang consistent with the ancillary crew's staggered start time.
2. Can the Carrier establish two (2) different starting times for the main gang under Rule 27 D and F?
 - A. No. Rule 27 D and F established a procedure for staggering the starting time between the main gang and the ancillary gang. For example, a Surfacing Gang working with a Tie Gang. The Surfacing Gang could start within two (2) hours of the Tie Gang: however the Tie Gang's starting time cannot be split within the Tie Gang. The entire Tie Gang has one starting time.
3. If the main crew starts within the 4:00 A. M. to 11:00 A. M. window, when may the ancillary crews start?
 - A. They cannot start outside of the 4:00 A. M. to 11:00 A. M. window.
4. If the main crew meets the criteria to start outside the 4:00 A. M. to 11:00 A. M. window and starts at 1:00 P. M., when may the ancillary crews start?
 - A. Not before 11:00 A. M. and later than 3:00 P. M.
5. If the main crew meets the criteria to start outside the 4:00 A. M. to 11:00 A. M. window and starts at 2:00 PM, when may the ancillary crews start?
 - A. Not before 12:00 Noon and later than 3:00 P. M.
6. If the main crew meets the criteria to start outside the 4:00 A. M. to 11:00 A. M. window and starts at 3:00 P. M., when may the ancillary crews start?
 - A. Not before 1:00 P. M. or after 3:00 P. M.

[Seniority Districts Consolidation Agreement-Related Agreement 6/10/99]

APPENDIX HH

MEMORANDUM OF UNDERSTANDING
between
BURLINGTON NORTHERN RAILROAD
and its employees represented by
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

It is herewith agreed that certain Burlington Northern Maintenance of Way crews will be allowed to work four IO-hour days at the respective pro rata rates of pay in lieu of five 8-hour days at pro rata rates of pay, without rebulletining of the positions, subject to the following conditions:

1. Mobile gangs, including local work forces working in support of mobile gangs, and other assignments regularly working away from headquarters may be assigned to work four (4) ten (10) hour (hereinafter "4-10s") days pursuant to this agreement. This agreement may be extended to any other gang or assignment by mutual agreement between the Carrier and the General Chairman.
2. A proposal to observe a compressed work week of four IO-hour days may be initiated either by the Engineering Department official responsible for a gang or by a majority of the employees assigned to the gang or assigned to and working with the gang.
 - a. The immediate supervisor responsible for a gang or assignment may propose a compressed work week of four IO-hour days. Notice of the proposal shall be in writing and shall contain the work days and rest days to be observed. A copy shall be provided to the General Chairman. The work schedule must be agreed to in writing by a majority of the gang's assigned employees and employees assigned to and working with the gang.
 - b. A majority of a gang or crew desiring to work a compressed work week of four 10-hourdays may make written application to the Designated Engineering Official, who will approve or disapprove the request in writing. If the request is not approved, the reasons for the disapproval will be included. It is understood that such decision shall not be grounds for any claim or grievance, including any claim of unjust treatment.

If the company and the employees agree to work 4-10s, the work schedule will be followed by all gang members.

3. If a crew or gang and the Designated Engineering Officer agree to work 4-10s, this schedule must be maintained for not less than one (1) week, and will thereafter be maintained in one (1) week increments. Change from a "4-10s" schedule returning to the regular bulletined "5-8s" schedule will require a full seven (7) calendar days' written notice of such change. If a majority of the employees assigned to the gang desire to return to the regular "5-8s" schedule, alike seven (7) calendar days' notice will be afforded the Designated Engineering Officers.

4. Rest days shall be consecutive. For crews working 4-10s, they will be either Friday, Saturday and Sunday, or Saturday, Sunday and Monday. Production gangs, properly assigned pursuant to Article X of the Imposed Agreement effective July 29, 1991, with either Saturday or Sunday as an assigned work day may work the 4-10s schedule so long as the work days are consecutive and are entirely within the regularly bulletined work days.

5. All work performed beyond the tenth (10th) hour on a regularly scheduled ten (10) hour work day, and work performed on the fifth day and/or the employee's rest days, will be compensated on an overtime basis in accordance with the applicable rule provisions providing for the payment of overtime.

6. In work weeks that would normally consist of three or four work days due to the observance of one or more holidays, the gang will revert back to the assigned 5-8s schedule, unless other arrangements are made with the agreement of a majority of the affected employees and the designated engineering official for the makeup of time.

7. Employees who take a personal leave day while working a 4-10 schedule will be charged with one (1) personal leave day and will be paid ten (10) hours for the personal leave day.

8. While working a 4-10 schedule, employees required to work more than one (1) hour of overtime service continuous with the regular 10-hour work day shall be accorded an additional meal period, the meal to be provided by the Carrier. Subsequent meal periods, with meals provided by the Carrier, shall be allowed at intervals of not more than six (6) hours computed from the end of the last meal period. Time taken for such meal periods will not terminate the continued service, and will be paid.

9. Employees on crews working the compressed work week of "4-10s" will receive credit toward the fifth, otherwise regularly assigned work day within the 40-hour work week as follows. If ten (10) hours are paid to an employee for any day at the pro rata under the provisions of this agreement, eight (8) of these hours will be credited to the day for which payment is made and two (2) hours will be credited toward a fifth assigned work day within the 40-hour week. Hours credited to the fifth day will be considered compensated service for purposes of qualification for expense payments and for qualification for all fringe benefits including but not limited to vacation and holiday qualification, unemployment insurance, medical and dental insurance and Railroad Retirement contribution. If a total of four 10-hour days is to be paid in a given work week, five 8-hour days will be entered on the timeroll for this time period. However, this will be for accounting purposes only and will not signify that an employee worked on the fifth day unless he actually does so.

10. When a crew is working a four 10-hour day compressed work week and all or some of the positions in such gang are to be abolished, the requirements of the applicable force reduction rule (force reduction) will be met by the Company giving a four (4) working day advance notice of abolishment to such employees affected.

11. If an employee displaces on to or off of a particular crew assigned to work a compressed work week of 4-10s, they will accept the work schedule of the crew or gang. No claims will be filed or progressed by the Organization for work opportunity forfeited or for overtime by an employee displacing on to or off of a crew or gang working the four 10-hour days after the beginning of the work week.

12. Except as specifically modified herein by the agreement, the schedule rules or other applicable terms and conditions will govern an employee assigned to a position which works a compressed work week of four 10-hour days.

13. It is understood and agreed by the parties that there are pending Section 6 Notices in effect on the issue of a Four Ten-Hour Day Agreement, and in recognition of this fact, this Four Ten-Hour Day Agreement has been agreed to in the interim and will have no force or effect on the pending Section 6 Notices. It is also understood and agreed that this Agreement in entered into by the parties on a non-precedent, non-prejudicial basis and with the express agreement that it not be referred to in any other proceeding whether it be arbitral or judicial or other forum, including, but not limited to, Presidential Emergency Boards and fact-finding proceedings. It is agreed that this non-prejudicial and non-referable provision be given the broadest possible interpretation, however, nothing in this Agreement should be read as prohibiting the use of this Agreement in a proceeding to enforce its terms in a claim which arises while it is in effect.

14. This Agreement will become effective August 1, 1996, and may **be** canceled upon sixty (60) days' written notice of either party to the other of their desire to do so.

For: Brotherhood of Maintenance of Way

For: Burlington Northern Railroad Company

/s/ David D. Jovnt
General Chairman

/s/ Richard C. Scott

/s/ Bruce G. Glover
General Chairman

/s/ Dennis J. Merrell

/s/ E. R. Spears
General Chairman

/s/ Wm. F. Gulliford
General Chairman

APPENDIX II

October 17, 1986

Mr. Geoffrey N. Zeh
President
Brotherhood of Maintenance
of Way Employes
1030 Woodward Avenue
Detroit, Michigan 48203

Dear Mr. Zeh:

This will confirm our understanding that each individual railroad party to the Agreement of this date, subject to that railroad's legal obligations, when hiring Maintenance of Way employees after the effective date of Article IV, Termination of Seniority, will give preference to Maintenance of Way employees of that railroad who have been furloughed and who apply for employment during such period of furlough and prior to termination of seniority at any location on that railroad, provided that such furloughed employees are able to meet the physical and other re-employment requirements of the railroad.

In order to be entitled to this preference, such employees must maintain an application at a location designated by the carrier and keep their current address on record at such location. Failure to comply with these requirements shall constitute relinquishment of this right.

Yours very truly,

/s/ C. I. Hopkins, Jr.

I agree:

/s/ Geoffrey N. Zeh

APPENDIX JJ

MEMORANDUM OF AGREEMENT

Between

THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY (Carrier)

And Its Employees

Represented by the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES (Union)

Covered by Schedule Agreement effective

September 1, 1982

IT IS AGREED

1. There is hereby established, pursuant to the provisions of the Railway Labor Act, **as** amended by Public Law 89-456, a special board of adjustment, which will be designated as Special Board of Adjustment 1112 and hereinafter referred to **as** the "Board." The Board shall have jurisdiction only over disciplinary disputes involving employees dismissed, suspended or censured which are submitted to the Board under this Agreement.
2. The Board shall consist of three members: The Union and Carrier representatives signatory hereto, or their successors, and a neutral person, hereinafter referred to as the "Referee," who shall be unbiased as between the parties. The Referee shall be selected by the parties, **as** hereinafter provided, and shall serve, if able and willing to do so, for a term of two years from the date the first dispute is submitted to him under this Agreement. Not less than thirty (30) days before the end of the aforementioned two-year term, the parties shall meet for the purpose of determining whether the Referee shall be selected to serve another, immediately succeeding, two-year term. If the parties do not agree to continue the Referee's services for another two-year term prior to the end of his existing term, he shall be replaced, with appropriate advice to that effect given him jointly by the parties. A replacement Referee shall then be selected for a two-year term, as provided in Section 3.
3. The parties shall meet within thirty (30) days of the date of this Agreement for the purpose of selecting the initial Referee for the Board. If they agree on a Referee and the person selected accepts the appointment, the National Mediation Board shall be advised thereof and arrange for proper certification. If the parties are unable to agree on a Referee, the National Mediation Board may be requested by either party, to provide a list of (7) potential Arbitrators from which the parties shall choose the Arbitrator by alternately striking names from the list, first strike to be allocated to a party by a coin toss. All vacancies in the Referee's position, whether for all or part of a two-year term, shall be filled in the same manner as outlined above.
4. The compensation and expenses of the Referee shall be set and paid by the National Mediation Board pursuant to Public Law 89-456. All other expenses of the Board shall be borne half by the Carrier and half by the Union.
5. Any person accepting the assignment as Referee must agree, as a condition of his assignment, to render an award in each dispute submitted to him within sixty (60) days of the date he receives the documents specified in Section 7, infra. This sixty (60) day period may be extended only when National Mediation Board funding is suspended. During such suspension of funds, the sixty (60) day period for rendering an award will be extended for as long as funding is suspended. When funding is restored, the award must be rendered within the time remaining in the sixty (60) day period when funding was suspended.

6. An employee dismissed, suspended or censured who chooses to appeal his dismissal, suspension or censure shall have the right, for a period of sixty (60) days from the effective date thereof, to elect to (1) handle the appeal through normal channels, under schedule Rule 40, or (2) submit it directly to the Board established by the Agreement for an expedited decision. Election of either option waives **all** right to the other. If option (2) is elected, the disciplined employee must give written notification thereof to both the Union and Carrier members of the Board within the above-mentioned sixty (60) day period. A copy of said notice shall be given to the Union's General Chairman and to the Carrier Officer who ordered the dismissal, suspension or censure. Said notice shall be in the form and contain the provisions prescribed in Attachment A hereto.
7. Within thirty (30) days after the dismissed, suspended or censured employee's written notification of his desire for expedited handling of his appeal is received by the Carrier member of the Board, said member shall arrange to transmit to the Referee one copy of each of the following: (1) notice(s) of investigation(s); (2) transcript(s) of investigation(s); (3) notice of dismissal, suspension or censure; and, (4) dismissed, suspended or censured employee's service record. Copies of these materials **as well as a** copy of the letter transmitting them to the Referee shall be given to the Union member of the Board, who, in turn, shall promptly arrange to advise the National Mediation Board's Staff Director of Grievances, Chicago, Illinois, that the appeal has been docketed for disposition by the Board.
8. Unless the Referee requests the parties to furnish additional input regarding the appeal (e.g., argument, evidence, awards), the disposition of the dispute shall be based on the material supplied under Section 7. In deciding whether the discipline assessed should be upheld, modified or set aside, the Board shall determine (1) whether there was compliance with the applicable provisions of Schedule Rule 40; (2) whether substantial evidence was adduced at the investigation(s) to prove the charge(s) made; (3) whether the discipline assessed is excessive.
9. Because there are no written submissions under this special board of adjustment, the BMW E has agreed it will not **use** prior arbitration decisions in these cases. Any discipline cases with transcripts containing arbitration decisions **or** references to arbitration decisions submitted into the record by BMW E will not be handled under this special board of adjustment.
10. Awards of the Board, containing only the Referee's signature, shall be in writing and copies thereof shall be furnished to each of the parties. The awards shall be rendered within the time limits prescribed in Section 5. They shall be final and binding, subject to the provisions of the Railway Labor Act, **as amended by Public Law 89-456**. Awards rendered in favor of the petitioner shall direct the other party to comply therewith on or before a prescribed date. **If** a question of interpretation of an award arises, the Board shall resolve such question upon request made by either party provided such request is made within 30 days from the date of the Award.
11. This Agreement may be cancelled by either party by giving ninety (90) days advance written notice thereof to the other party; however, any appeals which are being processed under the expedited procedures provided herein at the time such notice of cancellation is served shall be handled to a conclusion in accordance with such expedited procedures. It is agreed that following service of the ninety (90) day advance written notice by either party to cancel this Agreement, appeals may continue to be listed to this Board until the date the cancellation of this Agreement becomes effective and such appeals will be handled to conclusion in accordance with such expedited procedures.

Signed at Fort Worth, Texas, this 29th day of July 1998.

For: **BROTHERHOOD OF
MAINTENANCE OF WAY
EMPLOYEES**

For: **BURLINGTON NORTHERN SANTA FE
RAILWAY COMPANY**

/s/ E. L. Torske
Vice President

/s/ Dennis J. Merrell
General Director Labor Relations

APPROVED BY:

/s/ Mac A. Fleming
Mac A. Fleming, President

APPENDIX KK

April 13, 1998

Bruce G. Glover
General Chairman, BMWWE
206 Butler North Building
510 North 1st Avenue
Minneapolis, MN 55403-1609

W. F. Gulliford
General Chairman, BMWWE
Mountain and Plains Federation
1010 South Joliet Street, Suite 100
Aurora, CO 80012-3150

E. R. Spears
General Chairman, BMWWE
333 Park Central East
610 Woodruff Building
Springfield, MO 65805-0396

D. D. Joynt
General Chairman, BMWWE
747 N. Burlington Avenue, Suite 201
Hastings, NE 68901

Dear Sirs:

This letter will serve to confirm recent discussions between Mr. Dave Joynt, representing the General Chairmen, and the undersigned, in response to employee concerns over the printing of social security account number (SSAN) on seniority rosters as required by certain rules in the applicable Agreements. When we discussed the situation, Mr. Joynt advised that the matter was discussed among the Organization Representatives and that the Organization is agreeable to modify existing rules that require the publishing of SSAN's on seniority rosters effective with the rosters for calendar year 1998 and instead print employee numbers in their place for the purpose of employee identification.

Mr. Joynt also said that the General Chairmen, after discussing this issue, requested the elimination of SSAN's from several other reports generally used to manage seniority and which receive general distribution. The specific reports mentioned were alphabetical seniority rosters and the alphabetic listing of assignments that is published with award bulletins. The Carrier is agreeable to modifying the programs generating these reports by replacing SSAN's with employee numbers. It is anticipated that modification of these reports will be completed by May 1, 1998.

Pursuant to verbal agreement between myself and Mr. Joynt, the 1998 seniority rosters were published with the employee number modification in advance of this Agreement.

Based on the foregoing, the parties agree that effective with the seniority rosters for calendar year 1998, SSAN's will be replaced on the seniority rosters with employee numbers. The Agreement rules that would be effected by this change are Rule 5B of the September 1, 1982 Agreement, Rule 8B of the Colorado and Southern Agreement, Rule 9B of the Joint Texas Division Agreement and Rule 9B of the FWD Agreement and where those rules now read "social security numbers" or "Social Security Account Number" they are amended to read "Employee Number".

Although not required by any rule in the former Frisco Agreement to be placed on rosters, SSAN's have also been removed from rosters produced covering the former SLSF Agreement territory as well.

If the foregoing accurately reflects our agreement, please sign where indicated below and return one copy to me.

Sincerely;

AGREED:

/s/ Dennis J. Merrell
Dennis J. Merrell

/s/ D. D. Joynt
General Chairman - BMW

/s/ Bruce G. Glover
General Chairman - BMW

/s/ E. R. Spears
General Chairman - BMW

/s/ Wm. F. Gulliford
General Chairman - BMW

cc: Dan Kozak

APPENDIX LL

AGREEMENT BETWEEN BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

For the sole purpose of simplifying the filing for travel allowance benefits pursuant to Article XIV of the 1996 National Agreement on Burlington Northern Santa Fe Railway Company (BNSF), the parties agree to the following:

1. Mileage computed under Article XIV for miles actually traveled will be automatically calculated using the “practical route” program selection of the Rand McNally Mile Maker System (Mile Maker) instead of calculating mileage by the most direct highway route as provided in Article XIV. Mile Maker will be installed as part of the Carrier’s timekeeping system and compute mileage on a zip code to zip code basis. On gang start-up, one-way mileage will be calculated from the employee residence zip code to the gang lodging site zip code. After start-up, round trip mileage will be calculated from the gang end-of-workweek lodging site zip code to the employee’s home residence zip code and return to the gang’s lodging site zip code. At gang shutdown, one-way mileage will be calculated from the gang lodging site zip code to the employee residence zip code. Where the Carrier does not designate lodging, eligible employees will substitute the end-of-work-week work location zip code in lieu of the designated lodging site zip code.
2. The parties agree that measuring mileage from zip code to zip code is less precise than address -to-address computations or trip odometer readings. To compensate for this, the “practical route” selection of Mile Maker, which reflects the quickest travel between two points, will be used for mileage computations. The mileage computation for a trip using Mile Maker is final and not subject to dispute by the employees or their representatives. It is understood that zip code input errors, keying errors or other such administrative errors may be subject to correction and that nothing in this Agreement will require BNSF to pay erroneous Article XIV benefits under any circumstances. The parties understand that Agreement to this method of Article XIV mileage calculation is not intended to unjustly enrich any employee based on error of any kind or to unjustly deprive any employee because of input, keying or other such errors as noted above.
3. Under the terms of this Agreement, employees must ensure that, at all times, their current correct home residence address and zip code on file in the Carrier’s Workforce Information System (WFI), or other system designated by the Carrier as appropriate, using the proper forms and/or procedures established for that purpose. Mile maker will use the address and zip code on file in the WFI system, or other system designated by the Carrier as appropriate, for the calculations specified in Paragraph 1 of this Agreement.
4. In the future, should the Mile Maker program, or support for it, become unavailable to BNSF, or become incompatible with BNSF computer systems, the parties will promptly meet and jointly review potential replacement programs. Potential replacement programs must, at minimum, be standard, readily available computer mileage computation applications that are compatible with BNSF’s Information Technology Systems without modification of those systems, and capable of achieving the agreed to zip code to zip code mileage computations. So long as a replacement program is available that meets the minimum criteria of this provision, a replacement program must be chosen. In the event no such replacement programs meeting these criteria are reasonably available, calculation of Article XIV Travel Allowance shall revert to the method of calculation provided in Article XIV of the 1996

National Agreement and this Agreement shall be considered cancelled in its entirety. If Article XIV of the 1996 National Agreement is amended subsequent to the effective date of this Agreement, such reversion will be to Article XIV of the 1996 National Agreement as amended.

5. For round trips of 500 miles or less, receipts certifying travel was actually made as claimed will not be required. However on the Article XIV Travel Allowance benefit form, employees will be required to certify that claimed trips were actually made.
6. For round trips in excess of 500 miles, a valid receipt for each trip claimed must accompany the Article XIV Travel Allowance benefit form in addition to employee certification on that form that claimed trips were actually made.
7. For one-way trips from an employee's home residence location to the initial gang lodging site at gang startup and for one-way trips from the gang designated lodging site to an employee's home residence location at gang shutdown, receipts will not be required. However, on the Article XIV Travel Allowance benefit form, employees will be required to certify that claimed trips were actually made.
8. Under this Agreement, a valid receipt is defined as either an original bonafide business machine printed receipt for a purchase, or an original bonafide business machine printed business transaction record, either of which must be a record of a transaction consummated by the employee at his/her home residence location over the claimed rest day trip home. Acceptable valid receipts must legibly contain the name of the business from which secured, the employee's home residence city name, and the date of the purchase or business transaction. The date on the valid receipt must coincide with the date of the claimed weekend trip home. If the valid receipt contains bank account numbers or credit card numbers, those numbers may be blacked out so long as the remainder of the required information remains legible.
9. As the sole exception to Paragraph 8 above, if there is no valid receipt source physically located at the employee's home residence city or location, and the employee certifies this fact on the travel allowance benefit form where indicated, a valid receipt from a receipt source nearest in proximity to the employee's home residence location that is on the route traveled will be accepted.
10. Article XIV Travel Allowance benefit forms must be filed promptly with the appropriate supervisor or other designated authority upon the employees return to the gang following the rest day trip home.
11. Article XIV Travel Allowance benefit forms designated by the Carrier will not include requirements to provide odometer readings, passenger lists, copies of all gas receipts secured during a particular trip, and rental car information. Article XIV Travel Allowance benefit forms submitted after the effective date of this Agreement will be accepted with the supporting documentation specified in Paragraphs 5, 6, 7, 8 and 9 of this Agreement, as appropriate, in addition to other general information reasonably related to the Article XIV Travel Allowance benefit and/or the employee's rest day trip home, irrespective of the whether the old or new form is used.
12. BNSF anticipates the required time for the programming necessary to install and test Mile Maker will be approximately sixty (60) days from the date of this Agreement. If it becomes evident to BNSF that the anticipated installation and testing period will exceed 60 days from the date of this Agreement, BNSF will promptly advise the Organization of the revised anticipated final installation date. Until the final installation of Mile Maker is completed and tested, calculation of travel allowance will be in accordance with the provisions of Article XIV using the mileage provided by the employee on the travel allowance benefit form.

13. The Carrier will establish a method for BMW E to access Mile maker on a real-time basis for the express purpose of assisting employees or reviewing route calculation. In order to gain and maintain ongoing access to BNSF Information Technology Systems and information, BMW E agrees to be governed by BNSF's information management policies, schedules, and guidelines and to execute security, non-disclosure and/or other such agreements as BNSF determines appropriate for gaining or maintaining such access.
14. It is understood that the Agreement is entered into on a non-precedential non-prejudicial basis with the express understanding that this final agreement and any preceding proposals or drafts, will not be referred to in any other proceeding whatsoever whether it be arbitral, judicial or any other forum, including but not limited to, Presidential Emergency Boards and fact-finding proceedings. It is agreed that the non-prejudicial and non-referable provision be given the broadest possible interpretation: however, nothing in this Agreement should be read as prohibiting the use of this Agreement in a proceeding to enforce its terms in a claim which arises while it is in effect.
15. This Agreement may be cancelled in its entirety by either party upon sixty (60) days advance written notice to the other party of the intent to cancel.

AGREED to on March 28, 2001. Effective date April 16, 2001.

/s/ John J. Fleps
Vice President-Labor Relations

/s/ Daniel J. Kozak
Asst. Vice President-Labor Relations

/s/ Dennis J. Merrell
General Director-Labor Relations

/s/ Bruce G. Glover
General Chairman-BMWE

/s/ David D. Jovnt
General Chairman-BMWE

/s/ E. R. Spears
General Chairman-BMWE

/s/ R. D. Sanchez
General Chairman-BMWE

/s/ C. M. Morgan
General Chairman-BMWE

/s/ M. E. Hemphill
General Chairman-BMWE

/s/ R. Gene Davis
Vice General Chairman-BMWE

/s/ T. A. Wheeler
Vice General Chairman-BMWE

APPROVED

/s/ E. L. Torske
Intl. Vice President-BMWE

APPENDIX MM

November 13, 2000

Mr. David Joynt, General Chairman
General Chairman-BMWE
747 North Burlington Avenue, Suite 312
Hastings, Nebraska 68901

Mr. C. Morgan
General Chairman-BMWE
2009 West Colorado Ave., #C-1
Colorado Springs, Colorado 80904

Mr. E. R. Spears
General Chairman-BMWE
Frisco System Fed. -610 Woodruff Building
P.O. Box 50396
Springfield, Missouri 65805-0396

Mr. B. G. Glover
General Chairman-BMWE
206 Butler North Building
510 North First Avenue
Minneapolis, Minnesota 55403-1619

Mr. M. E. Hemphill
General Chairman-BMWE
521 S.E. 10th Street, P.O. Box 746
Newton, Kansas 67114-0746

Mr. R. D. Sanchez
General Chairman-BMWE
350 N. Sam Houston Pkwy. E., Suite 202
Houston, Texas 77060

Gentlemen:

This will confirm discussions between Mr. Glover, Mr. M. L. Plott, and myself in December of 1999, during which we agreed the Carrier will record employees' telephone calls into the Manpower Office in Kansas City. On January 5, 2000, the BNSF confirmed that the system to record incoming calls would be installed and that a process for call retrieval and retention would be agreed to at a later date.

On November 13, 2000 at Fort Worth, we discussed that the current system has been in operation for several months and calls are efficiently retrieved when the call date, Manpower Planner name and call time is provided. However, as Manpower Planners are subject to change, and many callers do not displace on the first call, the parties agree that if the Planner's name is unknown, at least the date and time of call must be provided to enable the Carrier to make reasonable efforts to retrieve a call. Call records will be retained for six months and the Organization may review by phone or in person. Transcripts of retrieved calls will be provided to the Organization upon request. The parties affirm that reasonable efforts will be made to retrieve calls.

We also discussed the possibility of upgrading the present system in the near future. A newer system should be more efficient and might require providing less initial call detail. In view of this, we agreed that the call-retrieval process outlined above will continue in place for the next six months. If new equipment has not been authorized and installed by that time, the parties will determine if the current process is satisfactory or if modifications need to be made. If new equipment is authorized and installed prior to the six months, the parties will meet to review system function and capabilities and decide what, if any process needs to be in place for call retrieval.

If the foregoing correctly reflects your understanding of our Agreement, please sign where indicated below and return one copy for my files.

AGREED:

for BMW

/s/ Bruce G. Glover
General Chairman

/s/ David D. Jovnt
General Chairman

/s/ E. R. Spears
General Chairman

/s/ R. D. Sanchez
General Chairman

/s/ C. M. Morgan
General Chairman

/s/ M. E. Hemphill
General Chairman

/s/ T. A. Wheeler
Vice General Chairman

/s/ R. Gene Davis
Vice General Chairman

For BNSF Railway Company

Dennis J. Merrell
General Director Labor Relations

APPENDIX NN

September 2, 1999

Mr. Bruce Glover, General Chairman
Bhd. of Maintenance of Way Employees

Mr. Dave Joynt, General Chairman
Bhd. of Maintenance of Way Employees

Mr. Mark Hemphill, General Chairman
Bhd. of Maintenance of Way Employees

Mr. William F. Gulliford, Gen. Chairman
Bhd. of Maintenance of Way Employees

Mr. Richard Spears, General Chairman
Bhd. of Maintenance of Way Employees

Mr. Roger Sanchez, General Chairman
Bhd. of Maintenance of Way Employees

Gentlemen:

As we have discussed, BMW and BNSF have reached a comprehensive set of agreements in the wake of the Sickles and Mittenthal Awards. These Agreements codify the effectuation of the BNSF merger, the consolidation of seniority districts and make large changes in a great many other aspects of the parties' collective bargaining relationship. One of the elements of this package is a document called Seniority District Consolidation Agreement.

In that Agreement, the parties have agreed to the following language:

“Each BMW represented employee who holds seniority on the effective date of this Agreement shall retain prior rights for all exercises of seniority to all headquartered positions on his/her former seniority district until the employee resigns, retires, dies or is dismissed for cause under existing agreements.”

As the parties discussed the practical application of this language to various fact patterns, it became apparent that we agree on its application in most cases, but did not agree on at least one type of fact pattern. For instance, the parties agree on the application of this language in the following examples:

1. A headquartered Foreman's position is advertised in Seniority District No. 2. There are no applications from employees who hold prior rights on District No. 2. The position is assigned to an applicant from Seniority District No. 1 with a March 1, 1996 Foreman's seniority date.

Subsequent to the assignment, a former District No. 2 employee is displaced from a mobile crew and desires to return to his former seniority district. The former District No. 2 employee has a Foreman's seniority date of March 1, 1998, can he displace the former District No. 1 employee who has been assigned to the headquartered Foreman's position on former District No. 2?

Answer: Yes.

2. A headquartered Foreman's position is advertised in former Seniority District No. 2. There are no bidders with foreman's seniority. There are, however, two bidders with sectionman's seniority, one of whom is junior to the other, but has prior rights as a sectionman in Seniority District No. 2. Who should he awarded the Foreman's position?

Answer: The employee with prior rights as a sectionman in Seniority District No. 2.

3. A prior righted employee of former Seniority District No. 2 has Sectionman and Truck Driver seniority. Subsequent to the Seniority Consolidation Agreement, he secures foreman's seniority elsewhere on the consolidated seniority district that encompasses former Seniority District No. 2. Does he then have prior rights for headquartered Foreman's positions in former Seniority District No. 2?

Answer: Yes.

4. Employee A has a Sectionman seniority date of March 1, 1980 on former Seniority District No. 1 (and so has prior rights on former Seniority District No. 1), but **does** not have seniority **as a** Foreman. Employee B holds a Sectionman date of March 1, 1980 and Foreman's date of March 1, 1985 on former Seniority District No. 2. A headquartered Foreman's position is advertised on former Seniority District No. 1. Both employees, A and B, make application for the position, who is assigned?

Answer: Employee A

5. Employee A has a Sectionman seniority date of March 1, 1980 on former Seniority District No. 1 (and so has prior rights on former Seniority District No. 1), hut does not have seniority as a Foreman. Employee B holds a date of March 1, 1980 and a Foreman's date of March 1, 1985 on former Seniority District No. 2 and is the incumbent on a headquartered Foreman's position on former Seniority District No. 1. Employee A has a hump; may he displace Employee B on the Foreman's positions?

Answer: No.

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

Sincerely,

/s/ Wendell Bell

Accepted

/s/ Bruce G. Glover
General Chairman

/s/ Richard Spears
General Chairman

/s/ D. D. Joynt
General Chairman

/s/ W. F. Gulliford
General Chairman

/s/ M. E. Hemphill
General Chairman

/s/ R. D. Sanchez
General Chairman

Approved:

/s/ E. L. Torske
Vice President - BMWE

APPENDIX OO

August 13, 1999

Mr. Wendell A Bell
General Director, Labor Relations
Burlington Northern Santa Fe Railroad
2600 Lou Menk Drive
Fort Worth, Texas 76131

Dear Mr. Bell:

This is in reference to discussions regarding the implementation of the consolidation of seniority districts pursuant to the Carrier's April 7, 1998 notice under Article XII of the Imposed Conditions dated February 6, 1992, and the subsequent Arbitration Award rendered by R. Mittenthal dated March 11, 1999.

- I. In regard to the consolidation of Roadway Equipment Seniority District #1 into the Galesburg Seniority District and into the Lincoln Seniority District, it is agreed
 - A. Employees possessing seniority on the respective seniority rosters on Roadway Work Equipment Seniority District #1 shall have prior rights to all Roster 1, Group 1 Machine Operator, Roster 2, Group 2 Machine Operator and Roster 3, Helper, Oiler, Pitman, positions which are headquartered on the former Roadway equipment Seniority District #1 territory.
 - B. All former Roadway Equipment Seniority District #1 employees assigned to or working headquartered positions on March 25, 1999 on the former Roadway Work Equipment Seniority District #1 territory that is being placed into the newly consolidated Lincoln District #2, shall have grandfather rights. These employees will be dovetailed into the appropriate consolidated Roadway Equipment Seniority District roster for the newly consolidated Lincoln District #2 roster and they will be able to exercise seniority within the Newly consolidated Lincoln District #2, as well as the newly consolidated Galesburg District #1 roster.
 - C. In dovetailing, if two or more employees possess the same seniority date on the new roster, their names shall be placed on the new roster as provided for in Appendix S, Section 2 (d) of the September 1, 1982 BNRR/BMWE Agreement.
- II. In regard to the consolidation of System B&B employees (Former C,B&Q Territory) into the appropriate newly consolidated seniority district, it is agreed;
 - A. All employees shown on the System B&B Rosters who have a "home district" already designated, will have their System B&B seniority dovetailed into the appropriate newly consolidated Seniority District B&B rosters. The oldest seniority date, District or System, will be used for the purposes of dovetailing the rosters.
 - B. If the System B&B employee does not have a designated "home district", they will be allowed to choose one of the former Seniority Districts (1-10) as their "home district." These employees will then have their seniority dovetailed into the appropriate newly consolidated Seniority District B&B rosters.

- C. The former System B&B employees will have equal prior rights status to headquartered positions in their designated "home" seniority district territory.
- D. System B&B employees awarded Truck Driver positions after September 1, 1982 will receive a District Truck Driver seniority date as of the date of the assignment, and this seniority will dovetailed into the appropriate newly consolidated seniority district Truck Driver roster.
- E. In dovetailing, if two or more employees possess the same seniority date on the new roster, their names shall be placed on the new roster as provided for in Appendix S, Section 2 (d) of the September 1, 1982 BNRR/BMWE Agreement.

Please acknowledge your agreement by signing your name in the space provided below.

Sincerely,

/s/ David D. Jovnt
General Chairman

/s/ Wendell A. Bell
For the Carrier

/s/ Mark E. Hemphill
General Chairman

APPENDIX **PP**

December 1, 1999

Mr. Wendell A Bell
General Director, Labor Relations
Burlington Northern Santa Fe
2600 Lou Menk Drive
Fort Worth, Texas 76131

Dear Mr. Bell:

This is in reference to discussions regarding the implementation of the consolidation of seniority districts pursuant to the Carrier's April 7, 1998 notice under Article XII of the Imposed Conditions dated February 6, 1992, and the subsequent Arbitration Award rendered by R. Mittenthal dated March 11, 1999.

- I. In regard to the consolidation of Roadway Equipment Seniority District #4 into the Fargo Seniority District and into the Montana Seniority District, it is agreed;
1. Employees who possess seniority as of the date of this agreement, in the respective seniority rosters of Roadway Equipment Seniority District #4, shall have prior rights to Roster 1, Group 1 Machine Operator, Roster 2, Group 2 Machine Operator and Roster 3, Helper, Oiler, Pitman positions which are headquartered on the former Seniority District #4 territory.
 2. Employees who have seniority in the respective seniority rosters of Roadway Equipment Seniority District #4 as of the date of this agreement, who possess Track-Subdepartment, or B&B Subdepartment seniority on former Minot Seniority District #15, as of the date of this agreement, shall have their existing Roster 1, Group 1 Machine Operator, Roster 2, Group 2 Machine Operator and Roster 3, Helper, Oiler, Pitman, Roster 3, seniority dates dovetailed into the consolidated Fargo Seniority District rosters. It is understood that employees possessing seniority on seniority rosters comprising Roadway Equipment Seniority District #3, as of the date of this agreement, shall retain prior rights to headquartered positions on the former Seniority District #3 territory.
 3. Employees possessing seniority in the respective seniority rosters of Roadway Equipment Seniority District #4, as of the date of this agreement, who possess Track-Subdepartment, or B&B Subdepartment seniority on former Yellowstone Seniority District #17, as of the date of this agreement, shall have their existing Roster 1, Group 1 Machine Operator, Roster 2, Group 2 Machine Operator and Roster 3, Helper, Oiler, Pitman, Roster 3, seniority dates dovetailed into the consolidated Montana Seniority District rosters. It is understood that employees possessing seniority on seniority rosters comprising Roadway Equipment Seniority District #5, as of the date of this agreement, shall retain prior rights to headquartered positions on the former Seniority District #5 territory.
 4. In dovetailing, if two or more employees possess the same seniority date on the new roster, their names shall be placed on the new roster as provided for in Section 3 of the Seniority Consolidation Agreement dated August 12, 1999.
- II. In regard to the consolidation of Seniority Districts 17, 18, 19 and 20, Track Subdepartment; Track Maintainer Seniority Roster #4, (as created by Memorandum of Understanding dated March 26, 1987) into the consolidated Montana Seniority District, it is agreed;

1. All employes possessing Track Subdepartment Roster 1, Rank C Sectionmen seniority on Seniority Districts 17, 18, 19 and 20, as of the date of this agreement, shall have their Rank C Sectionman seniority date dovetailed into a single Track Subdepartment, Track Maintainer, Roster 4, consolidated Montana Seniority District. It is understood that employes placed on Track Subdepartment Seniority Roster #4 shall retain prior rights to such headquartered positions on their former seniority districts.
2. In dovetailing, if two or more employes possess the same seniority date on the new roster, their names shall be placed on the new roster as provided for in Section 3 of the Seniority Consolidation Agreement dated August 12, 1999.

III. In regard to the consolidation of the Vancouver Equipment Repair Shop Seniority District into the consolidated Montana Seniority District, and the consolidated Northwest Seniority District; it is agreed,

1. Separate Seniority Rosters for each of the consolidated Montana Seniority District and the Northwest Seniority District shall be created, pursuant to Rule 5 H of the BNRR/BMWE September 1, 1982 Agreement.
2. Employes possessing seniority on Vancouver Equipment Repair Shop Seniority Rosters, as of the date of this agreement, shall have their names placed upon both of the new consolidated district rosters, in their relative ranking.
3. It is understood that employes placed upon the consolidated rosters shall retain prior rights to such headquartered positions on the former Vancouver Shop Seniority District territory.

IV. In regard to the consolidation of the Superior Equipment Repair Shop Seniority District roster;

1. Employes possessing seniority on the Superior Equipment Repair Shop, as of the date of this agreement, roster will be consolidated into the new Fargo District rosters in the respective ranks in the relative ranking order.
2. It is understood that employes on the New Fargo Roadway Equipment Repair roster shall retain prior rights to such headquartered positions on the former Superior Shop Seniority District territory.

Please acknowledge your agreement by signing your name in the space provided below.

Sincerely,

/s/ Bruce G. Glover
Burlington Northern System Fed.
General Chairman

/s/ David D. Joynt
Burlington System Division
General Chairman

/s/ W. A. Bell (DJM)
For the Carrier

APPENDIX QQ

August 13, 1999

Mr. Dennis J. Merrell
General Director, Labor Relations
Burlington Northern Santa Fe Railroad
P. O. Box 961030
Fort Worth, Texas 76161-0030

Dear Sir:

This is in reference to discussions regarding the implementation of the consolidation of seniority districts pursuant to the Carrier's April 7, 1998 notice under Article XII of the Imposed Conditions dated February 6, 1992, and the subsequent Arbitration Award rendered by R. Mittenthal dated March 11, 1999.

In regard to the consolidation of seniority, and to reflect the changes in the seniority districts, it is understood Rules 6C2* and 6C3* of the September 1, 1982 Agreement will be changed in the following manner;

- 2. Former Lines East CB&Q District Paint Gangs, will be changed to read, Galesburg District Paint Gangs, and;
- 3. Former Lines West CB&Q District Paint Gangs will be changed to read, Lincoln District Paint Gangs.

These rosters will be maintained and the Note to Rule 6C* will also be applicable to these gangs. The former Santa Fe Paint Gang employees, who will have their seniority in the Galesburg District, will have their Paint Gang seniority placed on the Galesburg District Paint Gang Rosters.

If you concur with this understanding, please acknowledge by signing your name in the space provided below.

Sincerely,

/s/ David D. Joynt
General Chairman

/s/ Dennis J. Merrell
General Director, Labor Relations

/s/ Mark E. Hemphill
General Chairman

August 17, 1999
Date

"Note: Rules 6C(2), 6C(3) and the Note to 6C were changed to Rules 6B(1), 6B(2) and the Note to 6B in this synthesis of Agreement document.

APPENDIX RR

**AGREEMENT BETWEEN
BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY
AND ITS EMPLOYEES REPRESENTED BY
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

Effective with this Agreement, Group 2 Machine Operators assigned by bulletin to work with District Mobile Production Gangs meeting the Sickles definition on the Montana, Fargo, Northwest, Galesburg and Lincoln Seniority Districts will be governed by the following:

1. Rule 37 of the September 1, 1982 Agreement will not apply to Group 2 Machine Operators covered by this Agreement. Instead, these employees will be covered by Rule 38 of the September 1, 1982 BN/BMWE Agreement, as modified herein.
2. Group 2 Machine Operators covered by this Agreement will be entitled to Carrier provided single occupancy lodging in the lodging facilities provided for the gang to which assigned except that if such operators advise their Supervisor or other designated authority sufficiently in advance as directed, they may thereafter elect alternate lodging accommodations on a week-to-week basis, in another local lodging facility with which the Carrier has a lodging contract. Group 2 Machine Operators electing such alternate lodging accommodations will be responsible for (1) coordinating this election with their Supervisor to avoid room reservation conflicts, and (2) for providing their transportation to the meeting or assembly point of their assigned gang prior to the beginning of their work period without cost or expense to the Carrier.
3. Group 2 Machine Operator positions covered by this Agreement will be bulletined as mobile and assigned from the appropriate consolidated seniority district roster. Expense and other rules applicable to the employees on the district mobile production crew to which the Group 2 Machine Operators are assigned will also apply to employees covered by this Agreement, except as otherwise provided for herein.
4. Group 2 Machine Operators covered by this Agreement will be eligible for Article XIV Travel Allowance and the Production Incentive payment, the same as the other mobile employees on the district mobile production crew to which they are assigned.

This agreement will not be cited as precedent of any kind whatsoever. This Agreement is reached on a non-referable basis and will not be referred to in any manner except for the express purpose of enforcing its terms. This Agreement will become effective on January 1, 2003.

AGREED:

/s/ Dennis J. Merrell
General Dir. Labor Relations

/s/ Bruce G. Glover
General Chairman

/s/ David D. Joynt
General Chairman

/s/ Mark E. Hemphill
General Chairman

/s/ Gary W. Marquardt
Vice Genl. Chairman

/s/ Richard Sharp
Assistant Genl. Chairman

APPENDIX SS

AGREEMENT BETWEEN
BURLINGTON NORTHERN SANTA FE RAILWAY
AND ITS EMPLOYEES REPRESENTED BY
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

This will confirm our discussions concerning the manning of Carrier Brandt RoadRailer(s) on the territory covered by the September 1, 1982 BN/BMWE Agreement. The Brandt RoadRailer is a multi-purpose boom and train-air equipped vehicle designed for both on-track and off-track operation and will perform service in both capacities to perform a variety of maintenance of way related tasks. Effective with this Agreement, when Carrier Brandt RoadRailers are used in such service on the territory covered by the September 1, 1982 BN/BMWE Agreement, the following will apply:

1. Brandt RoadRailer Operator (RoadRailer Operator) positions will be bulletined and assigned in the Roadway Equipment Sub-department Group 2 Machine Operator seniority rank and rate of pay. If a Carrier number designation is assigned to a RoadRailer for display on the vehicle it will be shown on the bulletin. If no such number is assigned, the bulletin will show that a Brandt RoadRailer will be operated.
2. Eligible applicants for the RoadRailer Operator positions must be Book of Rules qualified to secure appropriate on-track protection and must possess applicable CDL/DOT license, health card and any endorsements as required by law for the operation of the vehicle.
3. Employees assigned to the RoadRailer Operator positions will be required, if not already qualified, to successfully complete air brake and train handling training for the RoadRailer. The training may be held at the Carrier's Kansas City Training Facility or other Carrier designated facility.
4. If more than one operator is assigned to a particular Brandt RoadRailer, we anticipate that both positions assigned will trade off in the operation of the vehicle and one operator may fill the unanticipated short-term absence of the other. Regular vacancies will otherwise be filled in accordance with the Agreement rules. RoadRailer Operators will work both with and independently of other crews and may perform all duties necessary to support the RoadRailer operation. If more than one operator is assigned to a particular Brandt RoadRailer, one will be designated as Lead Operator.

This Agreement applies to the Brandt RoadRailer only and will not be cited as precedent for establishing the rate of pay or seniority classifications on any other vehicle or machine. This Agreement will become effective on February 15, 2002.

AGREED:

/s/ Dennis J. Merrell
General Dir. Labor Relations

/s/ Bruce G. Glover
General Chairman

/s/ David D. Joynt
General Chairman

/s/ Mark E. Hemphill
General Chairman

/s/ Gary W. Marquardt
Vice Genl. Chairman

/s/ R. Gene Davis
Assistant Genl. Chairman

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