

AGREEMENT
Between
BURLINGTON NORTHERN INC.
And
UNITED TRANSPORTATION UNION (C)(T)(S)

In full and final settlement of the Carrier's Section 6 notices dated June 13, 1977, as they pertain to the consist of crews in road and yard service:

IT IS AGREED:

The consist of all road freight and yard crews, except as otherwise provided in this Agreement, shall be not less than a conductor (foreman) and two brakemen (helpers). Such crews will hereinafter be referred to as standard crews.

Article 1. The reduction of road freight service brakeman or yard brakeman (helper) positions from any crew shall be made solely on a pure attrition basis, i.e., no road freight brakeman or yard helper position available to a protected employe under schedule rules will be blanked, nor will a protected employe be furloughed or remain on furlough as long as a reduced crew is operating on his subdivided seniority district, except under certain conditions hereinafter provided.

NOTE No. 1 - For purposes of this agreement, "subdivided seniority district" means a seniority district subdivided based on source of supply for protecting service on a portion of a seniority district.

NOTE No. 2 - A protected employe will not be required to protect must-fill jobs outside the subdivided seniority district in which currently working.

Article 2. (a) "Protected employes" under terms of this Agreement means all employes of the Carrier who have rendered prior compensated service under the collective bargaining agreements between the parties hereto and retain an employment relationship (including those on furlough or leave of absence) on the effective date of this Agreement, and any employes in a discharged status who are subsequently returned to service with seniority.

(b) A protected employe shall retain the right to exercise seniority to must-fill, blanked or blankable second Brakeman or second yard Helper positions (except those specified in Article 13 below and assignments which could be manned by one Conductor (Foreman) and one Brakeman (Helper) prior to the effective date of this Agreement), subject to certain conditions provided for in this Agreement. The protection against furlough for employes protected under pre-existing crew consist agreements is preserved. Crews hereafter operated on a "one and one" basis pursuant to prior crew consist agreements will be subject to the Special Allowance and Productivity Fund payments of Articles 16 and 17 on the effective date of this Agreement.

(c) Brakemen and/or yardmen establishing seniority after the effective date of this agreement shall be known and designated as "non-protected employes" and shall not have the right to exercise seniority to or otherwise be used on blanked or blankable second brakemen or second yard helper positions, except as provided for in Article 15(b) hereof.

Article 3. (a) The term "must-fill" positions are positions covered by agreements between Carrier and UTU, except second brakeman (yard helper) positions in road and yard service which may be blanked pursuant to this Agreement.

(b) The term "blanked" position refers to a second brakeman or helper position on a crew which is not filled and works as a "reduced crew."

(c) The term "blankable" position refers to a second brakeman or helper position on a standard crew which is filled by a protected employe and which, under certain specified conditions, can be operated as a "reduced crew" in the absence of a second brakeman/helper.

(d) A "reduced crew" is a crew that operates with a conductor (foreman) and one brakeman (helper).

Article 4. No protected employe will be moved from a standard crew of a conductor (foreman) and two brakemen (yard helpers) to a reduced crew of a conductor (foreman) and one brakeman (helper) in order to make such crew a standard crew of a conductor (foreman) and two brakemen (yard helpers), except:

In unassigned road service at the away-from-home terminal, when (1) a vacancy exists on a reduced crew or (2) the train on which the crew is to be used requires a standard crew, or (3) in order to restore a reduced crew to a standard crew handling a train in excess of 121 cars, or 6,840 feet as provided in Articles 10 and 11, the vacancy will be filled in the following sequence:

(a) By stepping up the first rested and available brakeman from a blankable position in the same pool.

(b) By stepping up the first rested and available brakeman from a must-fill position in the same pool.

(c) By deadheading a brakeman from the home terminal or from the nearest source of supply on the same seniority district who will be deadheaded back to the source of supply upon completion of the service for which called if he is not at his home terminal.

In the application of paragraphs (a) and (b), it is understood that subsequent brakemen will not be stepped up to fill a vacancy on a crew from which a brakeman had been stepped up in order to make that crew a standard crew. The brakeman who is stepped up to restore a crew to a standard crew as provided for in the second paragraph of this Article 4 will be allowed the special allowance as provided in Article 16 of this Agreement separate and apart from the make-whole provisions set forth next below.

Brakemen used off their regular assignment under (a) or (b) above will be returned to their regular assignment at the home terminal and will receive no less compensation than they would have earned had they remained on their regular assignment.

Article 5. Permanent must-fill vacancies, which are not filled voluntarily in the usual manner, will be filled by assigning the most junior brakemen/helpers on the respective road/yard extra board. If non-protected employees are assigned (either by choice or if forced), an equal number of protected employees electing to remain on or go to the extra board will, in reverse order of seniority, lose their status in filling blankable positions so long as non-protected employees are holding must-fill positions. However, a protected employee on the extra board so affected will be permitted to exercise his seniority on any must-fill position held by a junior employee subject to the rules in effect on that particular assignment.

Article 6. Protected brakemen and switchmen on the extra board shall be used on blankable second brakemen/yard helper vacancies and on must-fill vacancies to the extent specified below, except as provided in Article 5 of this Agreement.

Non-protected brakeman/yardmen on the extra board shall be used only on must-fill vacancies and those provided by Article 15(b) hereof and shall have no claim if runaround by a protected brakeman/yardman used on a blankable vacancy.

(a) YARDMEN'S EXTRA BOARD

All extra board yardmen will continue to be confined to five straight-time, eight-hour shifts in their work week (eleven straight-time shifts in a semi-monthly pay period under former GN Rules) under the Five-Day Work Week Agreement currently in effect. Road service work not to be considered.

After all available extra board yardmen have worked their allotted number of shifts, or the extra board is exhausted, must-fill vacancies will be offered in seniority order to protected helpers assigned to work that day on blankable positions in the same starting time bracket in which the vacancies exist. If none of the protected yardmen contacted desires the vacancy, the junior protected yardmen contacted will be assigned to work that day, and those forced assigned will receive no less compensation than they would have earned on their own assignment. Protected employees occupying blankable jobs who do not desire to be called when they do not stand to be forced assigned will so notify the company in writing with a copy to the local chairman which may be revoked in the same manner.

In the event there are no available protected yard helpers holding blankable positions in the same starting time bracket in which the vacancies exist, said vacancies will be filled in accordance with the rules or practices in effect prior to this Agreement.

(b) BRAKEMEN'S EXTRA BOARD

When extra board brakemen have earned 1000 line miles other than in passenger service in a work week (a period of

seven consecutive days starting with Monday), they will not be used for the remainder of the work week on other than must-fill vacancies.

When the extra board is exhausted, must-fill temporary vacancies at the extra board point will be filled by protected employes in accordance with the rules or practices in effect prior to this agreement. If it is not so filled, it will be filled by the most junior available protected brakeman holding a blankable position at that point. If the vacancy is at an outlying point, the most junior available protected brakeman holding a blankable position at that point will be used. If there are none, the vacancy will be filled in accordance with the rules or practices in effect prior to this Agreement. Those forced assigned will receive no less compensation than they would have earned on their own assignment. Protected employes occupying blankable jobs who do not desire to be called when they do not stand to be forced assigned will so notify the company in writing with a copy to the local chairman which may be revoked in the same manner.

(c) COMBINED YARDMEN-BRAKEMEN EXTRA BOARD

When extra board employes have earned 1000 line miles in road service other than passenger or have worked five straight-time, eight-hour shifts in yard service or any combination of the two totaling the equivalent of 1000 miles in a work week (a period of seven consecutive days starting with Monday), they will not be used for the remainder of the work week on other than must-fill vacancies.

After all available men on the extra board have worked their allotted time, must-fill vacancies in yard service will be filled as provided in paragraph (a) of this Article 6.

When the extra board is exhausted, must-fill temporary vacancies in road service at the extra board point will be filled as provided in paragraph (b) of this Article 6. If the vacancy is at an outlying point, the most junior available protected brakeman holding a blankable position at that point will be used. If there are none, the vacancy will be filled in accordance with the rules or practices in effect prior to this Agreement.

Article 7. The Carrier shall maintain a sufficient number of regular and extra employes to permit reasonable lay-off privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

There will be no change in the existing practices or agreements in the regulation of the number of turns (crews) in chain gang freight pools. Where extra boards are not guaranteed the local chairmen and local officers will agree on the number of employes to be assigned to the respective extra boards.

Article 8. In the event a standard yard crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis not to exceed sixty minutes if there is an available protected helper on the extra board who will be called to fill the vacancy. If there is no available protected helper on the extra board, the position will be blanked and the remaining crew members will finish that tour of duty. They shall be paid the Special Allowance and payment will be made to the Productivity Fund as provided for in Articles 16 and 17 of this agreement.

Article 9. In the event that any member of a standard yard crew discontinues duty before completion of the crew's tour of duty, he shall be paid for the actual time on duty. The remaining two crew members may be required to work not to exceed sixty minutes if a replacement is called. The Carrier may elect to tie the crew up rather than call a replacement, or in the event no protected helper is available from the extra board, the remaining two crew members may be required to work on a reduced crew basis and receive the Special Allowance and payment shall be made to the Productivity Fund as hereinafter provided in Articles 16 and 17 of this Agreement.

Article 10. In the event a brakeman member of a standard road crew, who has been called, fails to report before departure of his train from the home terminal, the crew may be used on a reduced crew basis to and from the away-from-home terminal provided the trains they operate do not exceed 121 cars, or 6,840 feet, exclusive of engines but including caboose(s). The two crew members so used will be paid the Special Allowance and payments will be made to the Productivity Fund as provided in Articles 16 and 17 of this agreement.

If an employe is given less than the required advance call, the train will be held not to exceed the amount of time the call was short.

Crews performing service under provisions of this Article will not be required to make more than two pickups and/or setouts (not to exceed two in total) exclusive of setting out bad orders except on trains of 71 cars or less but not to exceed 4015 feet in length.

Article 11. If a brakeman on a standard train crew on a straight-away road assignment, who has been called, fails to report or marks off at the away-from-home terminal for reasons of his own, the remaining two crew members may be required to work back to their home terminal, providing the train does not contain more than 121 cars, or 6,840 feet, exclusive of engine(s) but including cabooses, and will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 16 and 17 of this agreement.

If an employe is given less than the required advance call, the train will be held not to exceed the amount of time the call was short.

Crews performing service under provisions of this Article will not be required to make more than two pickups and/or setouts exclusive of setting out bad orders except on trains of 71 cars or less but not to exceed 4015 feet in length.

In the event that a train does contain more than 121 cars, or 6,840 feet, excluding engine(s) but including cabooses, so as to require a standard crew, the second brakeman position will be filled in accordance with the applicable provisions of Article 4.

Article 12. The following car limits and train length limitations shall be made effective in road freight service:

Trains of one to 71 cars but not to exceed 4,015 feet in length, exclusive of engine(s) but including cabooses, may be operated with a reduced crew of one (1) conductor and one (1) brakeman, subject to other provisions of this agreement.

Trains of 72 cars to 121 cars but not to exceed 6,840 feet in length, exclusive of engine(s) but including cabooses, may be operated with a reduced crew of one (1) conductor and one (1) brakeman by agreement between the appropriate UTU Local Chairman or Local Chairmen and local carrier officers with the approval of the appropriate General Chairman or General Chairmen and Carrier's Labor Relations Officers.

Trains consisting of more than 121 cars or exceeding 6,840 feet in length, exclusive of engine(s) but including cabooses, will be operated only with a standard crew.

Employees will not be required to operate with less than the required train crew consist specified in this agreement nor will they be censured or disciplined in any manner for refusal to do so.

Article 13. (a) New business or new service operations of trains not exceeding 121 cars or 6,840 feet in length, exclusive of engine(s) but including caboose(s), such as piggyback, unit and single commodity trains, established to compete with other modes of transportation, such as trucks, ships and barges; and all non-revenue trains, such as snow plows, work or wreck trains (including handling of wreck trains, terminal to terminal) may be operated with a reduced crew of not less than one (1) conductor/foreman and one (1) brakeman/yard helper.

(b) Where such service is protected from extra boards or by crews exclusively assigned to such service, it may be manned by reduced crews. When such service is protected by standard crews, second brakeman (helper) vacancies will be filled by available protected extra board brakemen (helper) to the extent provided for in Article 6 of this agreement.

(c) Car limits and train lengths set forth in this agreement do not apply to reduced Hours of Service relief road crews, except that if the train consists of more than 71 cars or 4,015 feet, no scheduled work will be performed enroute to the terminal.

Article 14. (a) Portable radios will be furnished each member of a reduced crew consisting of one conductor (foreman) and one brakeman (yard helper) for his use while on duty. Such radios will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios and employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employee abuse or tampering.

(b) Sufficient frequency channels will be utilized to provide safe communication.

(c) Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios and, in addition, operable radio on engines nor will they be censured or disciplined in any manner for refusing to do so.

(d) Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

Article 15. (a) The Carrier is not restricted by this Agreement from establishing or continuing assignments which have been single-position assignments such as but not limited to pilots, skatemen and car retarder operators.

(b) Where the Carrier elects to operate a job with a crew consist in excess of that required by this agreement, and the excess position on a crew is filled for three (3) consecutive days, the senior employe making application for the position will be assigned if the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

Article 16. Beginning on the effective date of this agreement, road freight train and yard service crew members, both protected employes and non-protected employes, working on reduced crews shall be paid an additional Special Allowance of \$4.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew.

The \$4.00 Special Allowance is subject to all retroactive wage and cost-of-living allowance increases from January 1, 1978, and to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this agreement.

Article 17. (a) For each yard tour of duty or road freight service trip that a crew is operated with one (1) conductor or foreman and one (1) brakeman or yard helper, the Company will pay into the Employes' Productivity Funds the sum of \$48.25. This payment will be made on a semi-monthly basis for the sole and exclusive benefit of the eligible protected road freight train and yard service employes represented by the United Transportation Union and is to be considered as an account or trust of and for the protected employes as a sharing in productivity savings. The \$48.25 payment will not be subject to future general wage increases or cost-of-living adjustments.

(b) Separate Employe Productivity Accounts shall be maintained for each particular road and yard seniority district unless otherwise agreed by the General Chairmen and

Carrier's Labor Relations Officers. At the end of each year, each protected employe performing service in that particular seniority district will share in the division of the Employees' Productivity Fund, according to the number of yard tours of duty and/or road freight trips performed in that district during that calendar year. For equity purposes, each paid vacation day taken by a protected employe in road freight and/or yard service will be credited in computing his share of the Productivity Fund.

EXAMPLE:

Amount in Fund at the end of year	\$288,000
Number of protected employes	200
Total number of road freight service trips or yard tours of duty by protected employes only	12,000

$\$288,000 - 12,000 = \24 per share

Each protected employe receives
\$24 x the number of his trips
or tours of duty.

(c) The productivity sharing provided for above is limited to the extent that the total amount of a protected employe's annual share of the Employees' Productivity Fund cannot exceed one-third ($1/3$) of his total compensation for that calendar year.

(d) Payment made to protected employes out of the Productivity Fund shall not be included in computing vacation pay.

(e) When a protected employe has shares in more than one Productivity Account, the amounts due from each account will be combined and the total amount paid cannot exceed one-third ($1/3$) of his total compensation for that calendar year.

(f) When computing one-third ($1/3$) of a protected employe's total compensation in any calendar year, payments or credits received from the Productivity Fund will not be included in the computation.

(g) Payment made to protected employes out of the Productivity Fund shall not be used in the computation of any monetary guarantees. Special allowances paid under Article 16 shall not be used in the computation of any monetary guarantees.

Monies paid employes under Article 16 (Special Allowance) and/or this Article 17 (Productivity Fund) will not be counted

as earnings in calculating make up pay due under the BN Merger Protective Agreements or any other existing or future monetary guarantees. Bulletins issued estimating the earnings of assignments for guarantee purposes will not include any payments anticipated under Articles 16 and 17.

(h) A part-time Union officer who is unable to work in road freight or yard service due to performing official union work will be credited for such actual days lost from his assignment toward his number of tours of duty or trips in computing his share of the Productivity Fund. The Local Chairman, with approval of the General Chairman, will furnish the Carrier's Accounting Department no later than January 10th of each year the information necessary to properly credit those individuals for the number of tours of duty or trips to be so computed.

(i) The Company's pay period cash deposits to the Employees' Productivity Fund may be discontinued after the actual dollar amount deposited in the current calendar year is equal to not less than the full amount required to pay all protected employees a full one-third of their annual compensation for the preceding calendar year, adjusted to include cost-of-living and general wage increases due in the current calendar year. If the amount paid in is not adequate to pay all monies due under this Agreement, the Company will make up the deficit.

(j) The necessary arrangements for the establishment and administration of the Employees' Productivity Fund in compliance with ERISA and other applicable legal requirements will be finalized within 120 days from the effective date of this Agreement.

Article 18. To expedite attrition an individual protected employe may request or may be offered by the Carrier in seniority order on the "subdivided seniority districts" the opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this agreement. Such employe will be given an opportunity to elect hospital-surgical coverage for himself and his dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desires.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employe and Carrier's Assistant Vice President-Labor Relations.

Article 19. Subject to the Carrier's legal obligations, when selecting new applicants for service in the fireman craft represented by the UTU, opportunity shall first be given to employes in train and yard service represented by the United Transportation Union on the basis of their relative seniority standing, fitness and other qualifications being equal. The Carrier will post notice when seeking new applicants.

Article 20. (a) Effective as of January, 1981, all train service employes in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis:

<u>Years of Service</u>	<u>Personal Leave Days Per Year</u>
Less than 5 years	2 days
5 years and less than 10 years	4 days
10 years and less than 15 years	6 days
15 years and less than 20 years	8 days
20 years and more	10 days

(b) The number of personal leave days each road freight service employe is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights.

(c) Personal leave days may be taken upon 24-hour notice to an appropriate Carrier officer and the employe will be paid one basic day at the rate of the last service performed for each personal leave day or days. The Carrier has the option of granting personal leave days with less than 24 hours notice. Should the Carrier refuse an employe's request for personal leave day or days, those leave days will be carried over, but must be requested and granted prior to May 1 of the following year.

(d) Personal leave day or days will not be scheduled or allowed to start on other than a work day of the employe's position. Personal leave days for extra board employes and those in pool freight service will begin when they otherwise would have been called. When a member of a crew is on his personal leave day(s), if his position is not a must-fill position, it may be blanked. Personal leave days paid for will be counted as qualifying days for vacation purposes.

Article 21. The parties hereto recognize the complexities involved in this Agreement and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations.

It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairmen and Labor Relations. Such conferences will be held promptly at the request of either party.

Article 22. The parties to this Agreement shall not serve or progress, prior to the attrition of all protected employes, any notice or proposal for changing the specific provisions of this Agreement governing pure attrition, protected employes, car limits and train lengths, special allowance payment to reduced crew members, employe productivity fund deposits and the administration thereof.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

Article 23. This Agreement will be made effective within 30 days of the date the Carrier is notified by the Organization that the Agreement has been ratified, and, except as provided above, will continue in effect until revised or amended by agreement of the parties, or in accordance with the Railway Labor Act, as amended, and will supersede all other agreements, rules and/or understandings which are in conflict herewith.

Signed at St. Paul, Minnesota this 5TH day of NOVEMBER, 1980.

For:
UNITED TRANSPORTATION UNION

For:
BURLINGTON NORTHERN INC.

G. D. King

A. E. Egan
Vice President - Labor Relations

F. W. Kueger

D. E. Wegler

H. J. Carstens M.W.

M. M. Winter

B. W. King
James E. Hurley

APPROVED:

J. M. Heuba
Vice President - UTU
J. J. Mansione
Vice President - UTU

DSAGMTS3,16
9/18/80

Mr. F. J. Zamarioni, Vice Pres.
United Transportation Union
2209 West Main Street
Belleville, Illinois 62221

November 5, 1980

Mr. J. M. Hicks, Vice President
United Transportation Union
6213 Willismore Drive
Valley Station, Kentucky 40272

Side Letter No. 1
BN-UTU Crew Consist Agreement


Gentlemen:

This letter will confirm the following understanding in connection with the application of Article 9 of the Crew Consist Agreement dated NOVEMBER 5, 1980.

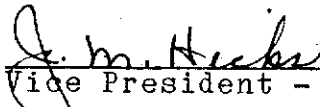
If the Carrier believes that the number of lay-offs during employes' tours of duty have increased as a result of said Article 9, a prompt conference will be held in order to modify the agreement to the extent necessary to obviate excessive lay-offs.

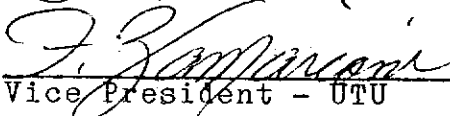
Very truly yours,

AGREED:



Vice President-Labor Relations
Burlington Northern Inc.



Vice President - UTU


Vice President - UTU

DSAGMTS5,2122

Mr. F. J. Zamarioni, Vice-Pres. .
United Transportation Union
2209 West Main Street
Belleville, Illinois 62221

November 5, 1980

Mr. J. M. Hicks, Vice President
United Transportation Union
6213 Willismore Drive
Valley Station, Kentucky 40272

Side Letter No. 2
BN-UTU Crew Consist Agreement

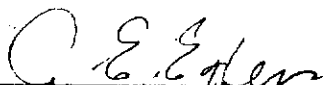
Gentlemen:

This will confirm our several discussions and our agreement that the Crew Consist Agreement dated NOVEMBER 5, 1980, will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employes".

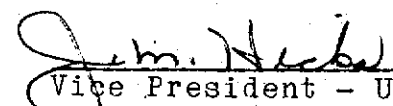
If at any time you feel that this commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

Very truly yours,

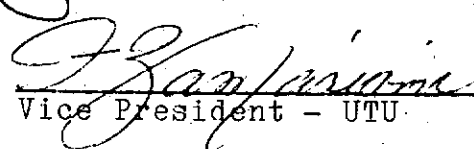
AGREED:



Vice President-Labor Relations
Burlington Northern Inc.



Vice President - UTU



Vice President - UTU

DSAGMTS5,2222

Mr. F. J. Zamarioni, Vice Pres.
United Transportation Union
2209 West Main Street
Belleville, Illinois 62221

November 5, 1980

Mr. J. M. Hicks, Vice President
United Transportation Union
6213 Willismore Drive
Valley Station, Kentucky 40272

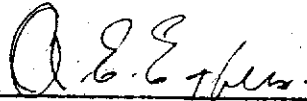
Side Letter No. 3
BN-UTU Crew Consist Agreement

Gentlemen:

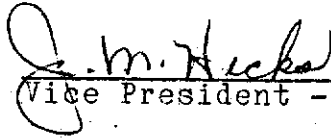
This will confirm our understanding that the Crew Consist Agreement dated NOVEMBER 5, 1980, does not change present rules, agreements or practices concerning the use of cabooses in road or yard service; nor does it change the present practice of placing them on the rear of all freight trains, or the present practice of placing them elsewhere under certain circumstances.

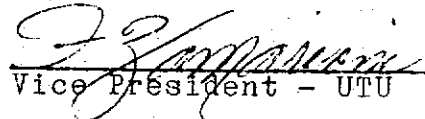
Very truly yours,

AGREED:



Vice President-Labor Relations
Burlington Northern Inc.



Vice President - UTU


Vice President - UTU

DSAGMTS5,2322

Mr. F. J. Zamarioni, Vice Pres.
United Transportation Union
2209 West Main Street
Belleville, Illinois 62221

November 5, 1980

Mr. J. M. Hicks, Vice President
United Transportation Union
6213 Willismore Drive
Valley Station, Kentucky 40272

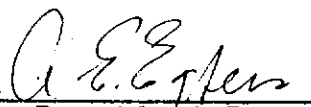
Side Letter No. 4
BN-UTU Crew Consist Agreement

Gentlemen:

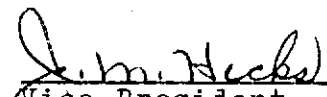
Where there is a change in the consist of crews as a result of this agreement and the employees desire that arrangements be made for exercise of seniority or rebulletining jobs in connection therewith, the parties will meet and reach an agreement to cover.

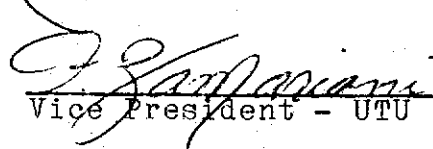
Very truly yours,

AGREED:



Vice President-Labor Relations
Burlington Northern Inc.



Vice President - UTU


Vice President - UTU

DSAGMTS5,5322

Mr. F. J. Zamarioni, Vice Pres.
United Transportation Union
2209 West Main Street
Belleville, Illinois 62221

November 5, 1980

Mr. J. M. Hicks, Vice President
United Transportation Union
6213 Willismore Drive
Valley Station, Kentucky 40272

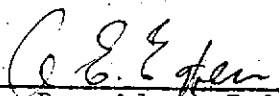
Side Letter No. 5
BN-UTU Crew Consist Agreement

Gentlemen:

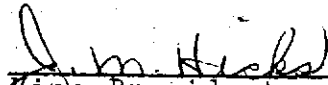
This will confirm our understanding of Article 2 of the Crew Consist Agreement dated November 25, 1980, to the extent that any employe who has worked for the Carrier under UTU (C) (T) and/or (S) agreements for at least 30 days prior to the effective date of the agreement will not have his application disapproved without furnishing the General Chairman satisfactory reasons for such disapproval.

Very truly yours,

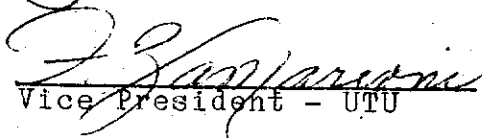
AGREED:



Vice President-Labor Relations
Burlington Northern Inc.



Vice President - UTU



Vice President - UTU

DSAGMTS3,2022

Mr. F. J. Zamarioni, Vice Pres.
United Transportation Union
2209 West Main Street
Belleville, Illinois 62221

November 5, 1980

Mr. J. M. Hicks, Vice President
United Transportation Union
6213 Willismore Drive
Valley Station, Kentucky 40272

Side Letter No. 6
BN-UTU Crew Consist Agreement

Gentlemen:

This will confirm understanding reached in conference today with respect to interpretation of the word "emergency" as used in Sections (c) and (d) of Article 14 of the Crew Consist Agreement dated NOVEMBER 5, 1980.

We adopt, as a general proposition, the definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, to-wit:

"Emergency....a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all or the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

A. EMERGENCIES

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitate immediate action to protect persons and/or property.
4. In road service, when a radio becomes inoperable after a train departs the initial terminal as defined in Article 10 of the Crew Consist Agreement.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

Mr. F. J. Zamarioni
Mr. J. M. Hicks

-2-

November 5, 1980

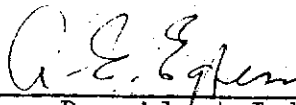
B. NOT EMERGENCIES

1. No operable radio available.
2. The need to perform work immediately, minus a condition such as those mentioned in A, above.
3. To clear a track for an inbound train, a transfer cut or other cut of cars.
4. To commence weighing cars.
5. To start humping a train or cut of cars.

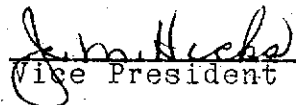
If the above accurately reflects our understanding, please so signify in the spaces provided below.

Very truly yours,


AGREED:



Vice President-Labor Relations
Burlington Northern Inc.



Vice President - UTU



Vice President - UTU

DSAGMTS5,2522

Mr. F. J. Zamarioni, Vice Pres.
United Transportation Union
2209 West Main Street
Belleville, Illinois 62221

November 5, 1980

Mr. J. M. Hicks, Vice President
United Transportation Union
6213 Willismore Drive
Valley Station, Kentucky 40272

Side Letter No. 7
BN-UTU Crew Consist Agreement

Gentlemen:

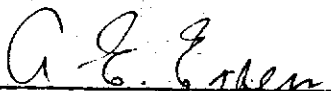
This refers to the second indented paragraph of Article 12 of the Crew Consist Agreement NOVEMBER 5, 1980.

The reference to "appropriate General Chairman or General Chairmen," means that in any case of runs on which by agreement or allocation pursuant to Implementing Agreement No. 5, employes from more than one prior rights seniority district or subdivided seniority district are assigned to work, any agreement to operate trains of 72 to 121 cars in such territories will be subject to approval of the General Chairmen who represent the employes participating in such runs. Examples: Twin Cities-Staples, Fargo-Minot and Seattle-Portland would be subject to approval by General Chairmen parties to contracts on former GN and former NP; Sheridan-Forsyth would be subject to approval by General Chairmen on former NP and former CB&Q; and Spokane-Pasco would be subject to approval by General Chairmen on former NP and former SP&S.

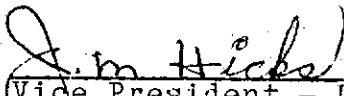
On the other hand, where territory is confined to one of the former railroads and there are no allocations, only that General Chairman's approval would be required.

Very truly yours,

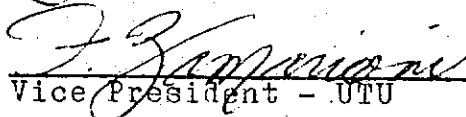
AGREED:



Vice President, Labor Relations
Burlington Northern Inc.



Vice President - UTU



Vice President - UTU

DSAGMTS5,5822

Mr. F. J. Zamarioni, Vice Pres.
United Transportation Union
2209 West Main Street
Belleville, Illinois 62221

November 5, 1980

Mr. J. M. Hicks, Vice President
United Transportation Union
6213 Willismore Drive
Valley Station, Kentucky 40272

Side Letter No. 8
BN-UTU Crew Consist Agreement

Gentlemen:

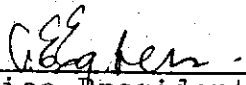
This refers to our discussion concerning Article 8 of the Crew Consist Agreement dated November 5, 1980.

We agreed that if a problem develops where protected men may be delayed a few minutes in reporting to work on time because road crossings at entrance to the yard or in the yard are blocked by cars or trains or other extenuating circumstances, meeting will be promptly held for purpose of determining what action can be taken.

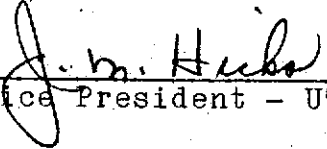
It is understood that the Carrier does not intend to administer the Crew Consist Agreement in such a manner which would avoid using a protected employe for work for which he stands.

Very truly yours,

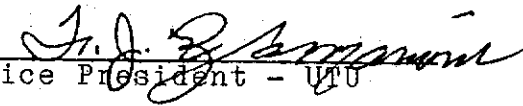
AGREED:



Vice President-Labor Relations
Burlington Northern Inc.



Vice President - UTU



Vice President - UTU

DSAGMTS5,4122

Mr. F. J. Zamarioni, Vice Pres.
United Transportation Union
2209 West Main Street
Belleville, Illinois 62221

November 5, 1980

Mr. J. M. Hicks, Vice President
United Transportation Union
6213 Willismore Drive
Valley Station, Kentucky 40272

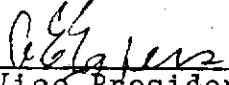
Side Letter No. 9
BN-UTU Crew Consist Agreement

Gentlemen:

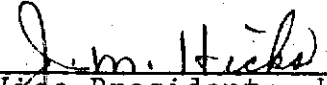
The provision of Article 9 that a yardman discontinuing duty before completion of a crew's tour of duty shall be paid for actual time on duty--will be subject to application of rule in consolidated yardmen's agreement dealing with payment to yardmen injured on duty.

Very truly yours,

AGREED:



Vice President-Labor Relations
Burlington Northern Inc.



Vice President - UTU



Vice President - UTU

DSAGMTS5,4222

November 5, 1980

Mr. J. M. Hicks
Vice President - UTU
6213 Willismore Drive
Valley Station, Kentucky 40272

Mr. F. Zamarioni
Vice President - UTU
2209 West Main Street
Belleville, Illinois 62221

Side Letter No. 10
BN-UTU Crew Consist Agreement

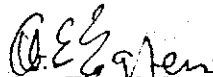
Gentlemen:

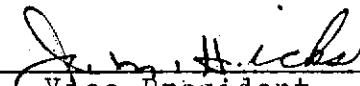
This will confirm our understanding concerning the train-length limitations referred to in Article 12 of the Crew Consist Agreement of November 5, 1980 :

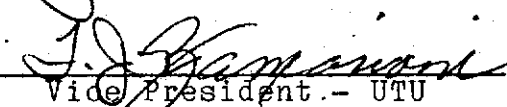
If disputes arise, methods satisfactory to both parties will be established at all terminals by the Superintendents and the General Chairmen, or their designees, for determining the length of trains.

Yours truly,

AGREED:


A. E. Egbers, Vice President
Burlington Northern Inc.



Vice President - UTU


Vice President - UTU

DSAGMTS3,68

Mr. F. W. Kruger, Gen. Chmn.
United Transportation Union
412 Bremer Building
St. Paul, Minnesota 55101


November 5, 1980

File #

Dear Mr. Kruger:

This will confirm our understanding and agreement that the Memorandum of Agreement effective December 5, 1980, pertaining to crew consist will be applicable to road service on the Camas Prairie Railroad Company.

Yours truly,

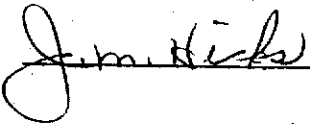

A. E. Eggers
Vice President

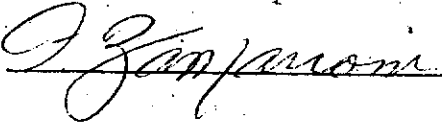
ACCEPTED:



General Chairman - UTU

APPROVED:





dsagmts4,24



BURLINGTON NORTHERN

176 East Fifth Street
St. Paul, Minnesota 55101

Mr. G. D. Hitz, Gen. Chmn.
United Transportation Union
10200 W. 44th Ave.
Wheat Ridge, Colorado 80033

November 5, 1980

File CT-1(c) Notice 4/4/79

Dear Mr. Hitz:

Referring to your question concerning that part of Article 10 of the Crew Consist Agreement reading:

"If an employe is given less than the required advance call, the train will be held not to exceed the amount of time the call was short."

Rule 63(c) of the Schedule for Trainmen, former CB&Q, provides that trainmen will be called as nearly as possible one and one-half hours in advance of time at which ordered to report for duty. Also, that this will not prevent a shorter or longer call being made when agreed to locally in individual cases, etc.

If a shorter or longer call has been agreed to in an individual case that will be the factor to be considered when determining the time the train will be held under Article 10 in the event such individual is the one given a short call. If the criteria is the standard call prescribed under Rule 63(c) that will be the factor that will be used in determining the time the train will be held.

Yours truly,

A. E. Egbers
A. E. Egbers
Vice President

aw1,1322