

IMPLEMENTED 10/11/00

OPS 20-00

AGREEMENT

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

And The

UNITED TRANSPORTATION UNION (Former NP)

Pursuant to Article IX of the October 31, 1985 UTU National Agreement and the Carrier's notice dated March 13, 2000, to establish interseniority district through freight service between Duluth, Minnesota; Superior-Allouez-East End, Wisconsin (hereinafter referred to as Superior) and Fargo-West Fargo, North Dakota; Moorhead-Dilworth, Minnesota (hereinafter referred to as Dilworth) through Staples, Minnesota, it is agreed that this service may be operated under the following conditions:

Section 1. A double ended pool of crews will be operated with home terminals at Fargo/Dilworth and Duluth/Superior sufficient to handle the service between these terminals. A pool of crews will be operated at each terminal in the manner prescribed hereinafter, with the understanding that the total number of crews in the pool will be adjusted so that the pool will average between 4500 and 5000 line miles per month. Crews will consist of a conductor and a number of brakemen as provided under the May 20, 1993 Crew Consist Agreement.

Section 2. A pool of crews will be established and maintained at each home terminal sufficient to man this service between Superior and Dilworth. At each terminal a crew board having an "active" and "inactive" list will be maintained in the manner described below:

(a) The active list at each terminal will be the list from which crews will be called in turn to man trains operating to the other terminal.

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

(c) Each crew arriving at their home terminal will be placed at the bottom of the inactive list.

(d) Each crew arriving at their away-from-home terminal will be placed at the bottom of the active list.

(e) Each inactive list will have a quota which will be the difference between the number of crews assigned at that terminal to this freight service and the number established by the Carrier for the active list. If on the arrival of a crew at their home terminal the number of crews on the inactive list exceeds the quota, the crew at the top of the inactive list will be moved to the bottom of the active list.

EXAMPLE: At Superior there are four crews assigned. The number of crews designated for the active list is two. A crew whose home terminal is at Superior arrives when there are already two crews on the inactive list. The top crew on the inactive list will immediately be moved to the bottom of the active list since if this were not done, there would be three crews on the inactive list which would exceed the quota.

Section 3. The mileage on this interseniority district service for equalization purposes only is as follows:

| | | | |
|------------------|--------------------|--------|------------------------------------|
| Superior-Staples | 151.9 miles | (59%) | (Lake Superior Seniority District) |
| Staples-Dilworth | <u>106.9 miles</u> | (41%) | (Minnesota Seniority District) |
| TOTAL | 258.8 miles | (100%) | |

Equalization will be accomplished as indicated in the following chart:

| <u>Total Number Of Train Crews Needed</u> | <u>Superior (Lake Superior District)</u> | <u>Dilworth (Minnesota District)</u> |
|---|--|--|
| 1 Crew | 1 | 0 |
| 2 Crews | 1 | 1 |
| 3 Crews | 2 | 1 |
| 4 Crews | 2 | 2 |
| 5 Crews | 3 | 2 |
| 6 Crews | 4 | 2 |
| 7 Crews | 4 | 3 |
| 8 Crews | 5 | 3 |
| 9 Crews | 5 | 4 |
| 10 Crews | 6 | 4 |
| 11 Crews | 6 | 5 |
| 12 Crews | 7 | 5 |
| 13 Crews | 8 | 5 |
| 14 Crews | 8 | 6 |
| 15 Crews | 9 | 6 |
| 16 Crews | 9 | 7 |
| 17 Crews | 10 | 7 |
| 18 Crews | 11 | 7 |
| 19 Crews | 11 | 8 |
| 20 Crews | 12 | 8 |
| 21 Crews | 12 | 9 |
| 22 Crews | 13 | 9 |
| 23 Crews | 14 | 9 |
| 24 Crews | 14 | 10 |
| 25 Crews | 15 | 10 |

| | | |
|----------|----|----|
| 26 Crews | 15 | 11 |
| 27 Crews | 16 | 11 |
| 28 Crews | 17 | 11 |
| 29 Crews | 17 | 12 |
| 30 Crews | 18 | 12 |

(More than 30 train crews, the same formula to be applied)

Section 4. (a) Whenever the pool crews of one seniority district accumulate in excess of 4000 line miles above their percentage allowance, an adjustment will be made by the Carrier and the local committees by reducing the number of pool crews assigned from the seniority district having the over mileage or by increasing the number of pool crews assigned from the seniority district having the under mileage, or both.

(b) For the purpose of equalizing the mileage in this service, the actual line miles of each round trip tour of duty (517.6) will be used. Mileage tabulation will therefore be based entirely on the number of trips made by conductors employed in the freight pools headquartered at Dilworth and Superior. If, during such a tour, additional line miles are run, the conductor of that crew will furnish the Carrier a statement showing the miles to be included in the count. The Carrier will then furnish the local chairmen a statement showing the line miles run by the crews in this interdivisional service not later than the 17th day of the month showing the miles run during the first 15 days of the month. A similar statement will be furnished by the Carrier on the 2nd day of the following month showing the line miles run during the period from the 16th day to include the last day of the previous month. A copy of these statements will also be furnished to the General Chairman.

(c) The statements referred to above will be used as the basis for making the adjustments referred to in paragraph (a) of this section. Such adjustments will be made prior to 11:00 a.m. on the 1st day and the 16th day of each month.

Section 5 (a) Crews will be called first-in, first-out from the active list at each terminal provided that the first-out crew has had full rest under the Hours of Service Act. If possible and when no other trains would be delayed thereby, the first-out crew's call may be held up for as long as thirty minutes so that they may obtain full rest and depart in their proper standing. If the first-out crew does not have full rest, the next following crew who is fully rested will be used. If there are no crews available with full rest on the active list, then the first-out crew from the inactive list with full rest will be called. Should there be no crews on either the active or inactive lists who are fully rested, then an extra crew may be called at the home terminal to operate for one round trip. The use of crews as described in this paragraph will not be construed as runarounds.

(b) Active boards will be adjusted at each terminal by the Crew Manager. Written notice of adjustments made (if no adjustments are needed, state same) will be forwarded in a timely fashion to the Crew Callers, Local Chairman, and Lodging Facilities. These adjustments will be made no earlier than 0600 AM and no further adjustments after 0900 AM. Crews may be subject to call in advance of said pool adjustments, subject to normal calling procedures.

(1) Each Crew will only be subject to deadhead one (1) time in a calendar month, unless all active crews have received one deadhead. No time claims will be honored for run-arounds in such instances.

(2) Crews will establish their board position at their away from home terminal in the order that they were called at their home terminal. Crews not rested at their away from home terminal will be run-around for rest.

(3) The Crew Manager will be allowed the flexibility to reposition away from home terminal crews around home terminal crews for the purpose of avoiding excessive held away from home terminal delay payments. No time claims will be honored in such instances. This item will not be utilized for the purpose of regulating mileage equity.

(4) The Crew Manager, with the concurrence of the Local Chairman, or his designated representative involved, will be allowed the flexibility to reposition home terminal crews around away from home terminal crews for the purpose of maintaining proper crew balance at both terminals. Said repositioning can be in a block or alternating sequence. This item will not be utilized for the purpose of regulating mileage equity.

(c) Crews operating in this interdivisional service, who are not called in turn for this service, will be allowed 1 basic day at the unassigned less than 100 mile through freight rate for each time they are runaround, except as otherwise provided herein. Crews runaround shall retain their position on the board.

(d) Crew members assigned to this interdivisional service will not be entitled to runaround payments based on departure from the initial terminal.

Section 6. Upon arrival at the objective terminal, a crew runaround will be restored to its original position with respect to other crews having the same home terminal if rested for its next tour of duty. If a crew is not returned to its proper turn at the away-from-home terminal, it will be placed in proper position upon arrival at the home terminal, except if not rested for the next tour out of that terminal it will establish a new position in the pool. The conductor of a crew runaround will be responsible for notifying the Carrier of the crew's proper position.

Section 7. Conductors and trainmen will only be relieved (allowed to mark or lay off) at their respective home terminal, except in cases of emergency as stipulated below.

(a) Interdivisional crews consisting of a conductor:

In conductor only service the vacant position of a conductor relieved at the distant terminal in such emergency will be filled by the first-out promoted brakeman who was called extra from the source of supply maintained at the home terminal of that Conductor and thereafter was separated from his crew at the distant terminal under provisions of the May 20, 1993 Crew Consist Agreement. If such promoted brakeman is not available the position will be filled by an extra conductor in line with the procedures set forth under Section 7, (b), below.

(b) Interdivisional Crews consisting of a conductor and one or more brakemen:

Vacant positions of conductors and trainmen relieved at the distant terminal in such emergency will be filled by employees standing for extra service from the source of supply at the distant terminal and such extra employees will be deadheaded to their home terminal as soon as possible after arrival at the opposite terminal.

NOTE: When a Brakeman is needed to assist a conductor only crew, an extra brakeman will be called from the appropriate extra board at the source of supply in pool freight service at the home terminal of the pool where the conductor is employed. Such extra brakemen are restricted to working only with conductors employed at the same home terminal.

Section 8. Normally, conductors and brakemen working or deadheading via freight train in this long pool crew service will not be permitted to stop their train for the purpose of taking a meal but, instead, will be allowed \$6.00. However, if an employee requests to be permitted to leave the train in order to eat en route and if granted permission to do so, the employee will not be entitled to the \$6.00 allowance. If the meal allowance of \$6.00, now provided for in the National Agreement pertaining to expenses away from home is subsequently increased, the amount provided for in this paragraph will be increased to the same extent.

Section 9. Suitable lodging, where applicable, will be provided by the Carrier pursuant to Memorandum of Agreement (Lodging Agreement) signed July 16, 1980, effective August 1, 1980. In addition, transportation will be provided during inclement weather between the lodging facility and the on-off duty point.

Section 10. Washroom facilities and individual lockers (21" x 18" x 72") will be provided for employees assigned to this interdivisional service at the home and away-from-home terminals.

Section 11. (a) Crew members assigned to this service will not be used for short turnaround service between the two established terminals except in an emergency. Short turnaround service from the two terminals will be provided by crews in an unassigned short pool or from the extra list at the home terminal which would have performed the service prior to the advent of this agreement. Interdivisional crews used in emergency under this paragraph will be relieved by a crew regularly entitled to the service as soon as possible.

(b) Crew members assigned to work in this interdivisional service, who are used in other than an emergency (emergency defined as conditions such as inclement weather, wrecks,

washouts, floods, fire, etc.) to provide other service as stated above, will be paid not less than they would have earned had they remained on their interdivisional pool freight turn.

Section 12. (a) Nothing contained in this agreement is intended to prohibit crews in this interdivisional service from being used on trains that only traverse a segment of the territory between Dilworth and Superior. Such crews must either work or deadhead to their objective terminal and shall be compensated for deadheading and service under the provisions set forth in Article VI, Section 1(a) of the October 31, 1985 National Agreement. When a crew has been called, performs service, and is then required to deadhead (or otherwise performs a combination of deadheading and service during a tour of duty), the crew will receive not less than the actual 258.8 line miles of the assignment for the tour of duty.

(b) It is not the intent of this agreement that these interdivisional crews be used in work or wrecker service. However, it is recognized that these crews may be so used in case of emergency as defined in Section 11(b) and, if so used, will be handled in accordance with the provisions of Section 11(a).

Section 13. When a crew in this service has been called and departs the terminal, it will be run or deadheaded to the opposite terminal, except in emergency. A crew that does not depart the terminal will be restored to the relative position which it held with respect to other crews in the terminal. Crews called and not used under this paragraph will be compensated pursuant to Rule 65(b) of the Schedule for Train and Yardmen (former NP) with a minimum of a basic day's pay at the unassigned less than 100 mile through freight rate. Crews called and not used under this paragraph will not be entitled to runaround payments while securing rest.

NOTE: The provisions of this Section do not apply to individual extra employees when the call and release occurs at their extra board terminal; but, instead, such extra employees will be handled (and paid) in accordance with applicable schedule rules.

Section 14. Crew members required to report for duty or to be relieved from duty at a point other than the on and off duty points fixed for the service established shall be authorized and provided suitable transportation pursuant to Article IX, Section 2(c) of the October 31, 1985 UTU National Agreement.

Section 15 (a). The parties understand that whenever crews are required to deadhead on a freight train adequate seating will be provided for all crew members. Crews, when practicable, may be deadheaded via Carrier owned or provided passenger carrying motor vehicle, taxi, or Amtrak trains. Crew members may deadhead via air provided the aircraft is operated by a regularly scheduled commercial airline, or its affiliate, holding a C.F.R. Title 14, Part 121 or 135 Certificate. It is understood that certain employees may have physical or psychological conditions which prevent flying and they will not be required to do so. Such employees will notify the Carrier in writing that they are incapable of flying, and will be permitted to lay off for that trip with the understanding that the employee is not thereby entitled to payments for lost wages, runarounds or other penalties as a result of the refusal to deadhead by air craft. An employee who is called at the away-from-home

terminal to deadhead via aircraft will be permitted to return to the home terminal by train or another method of conveyance and shall be compensated for deadheading.

(b) When two crews are called, one for deadhead and the other for service, and the first crew lacks sufficient time under the Hours of Service Law to perform the service, the second crew may be used for the service trip while the first crew deadheads.

Section 16. Employees assigned to this interseniority district freight service who are entitled to take personal leave days pursuant to the provisions of the applicable crew consist agreement will be allowed to compact and be paid for up to five (5) personal leave days commencing at the time the crew is ordered at the home terminal until the turn is next again due to be ordered at the home terminal. This Section does not otherwise change any part of Article 20 of the December 5, 1980 Crew Consist Agreement.

Section 17. (a) Disciplinary hearings or investigations involving crew members in this interdivisional service will be held at their home terminal, except when the majority of the principals and witnesses who are to attend live at other locations. If the investigation is held at other than the home terminal, crew members will be paid for actual reasonable travel time and the time consumed by the hearing on a minute basis at the pro rata rate of pay which they received for the last service performed.

(b) Should a crew member lose a full round trip as a result of attending an investigation which does not establish a violation, which results in his record suspension, suspension, or discharge, he will be compensated under this Section only for the equivalent of the earnings of the appropriate crew member in whose place he would have worked.

(c) If it is established by the evidence heard that an employee charged is found guilty and he is assessed record suspension, suspension, or dismissed, no compensation under paragraphs (a) and (b) of this Section will be allowed.

(d) Should a crew member be tied up at the location where the investigation is held, the provisions of Article II (Expenses Away from Home) of the June 25, 1964 Agreement, as amended, will apply. Transportation to and from investigations held at other than home terminal will be provided by the Carrier.

(e) Travel to attend investigations will not be subject to payment under any rule applicable to deadheading.

Section 18. When this interseniority district service is initiated, conductors will not be required to qualify themselves over the territory with which they are not acquainted on their own time. If there is no member of the crew on the train who is acquainted with the territory, a pilot will be provided. If qualification becomes necessary, the Carrier will determine the number of trips a conductor should make to become qualified.

Section 19 (a) Conductors and brakemen, who are affected as a result of this agreement, shall, pursuant to Section 7, Article IX of the October 31, 1985 UTU National Agreement, be afforded the protective conditions set forth in Article XIII of the January 27, 1972 UTU National Agreement.

(b) It is recognized that employees protected under the provisions of the Burlington Northern Merger Protective Agreements dated December 14, 1965, January 10, 1968 and January 15, 1968, who are affected as a result of this agreement, shall have the option to elect for the protective conditions provided therein, including those as defined under Section 6 of the applicable agreement, instead of those provided in Article XIII of the January 27, 1972 National Agreement.

(c) An eligible employee who once selects an option (a or b) under this paragraph shall not later be allowed to change that election.

(d) It is agreed that all of the applicable understandings and awards pertaining to the normal application of merger protective conditions will apply to a covered employee selecting protection under (b) above.

Section 20 Nothing in this Article shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangement; provided, that there shall be no duplication or pyramiding of benefits to any employees, and provided further, that the benefits under this Article, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits.

Section 21 This agreement does not supersede or modify the provisions of any rules or agreements, except as specifically provided herein.

Section 22. This agreement shall be effective upon the date signed and may be implemented by the Carrier at any time thereafter

Signed at Fort Worth, Texas, this 19 day of June 2000.

For the
UNITED TRANSPORTATION UNION:

For the
BURLINGTON NORTHERN RAILROAD:

R. D. Kerley
R. D. Kerley
General Chairman, UTU

M. H. Siegele
M. H. Siegele
AVP Labor Relations
R. L. Luther
R.L. Luther
General Director Labor Relations

SIDE LETTER NO. 1

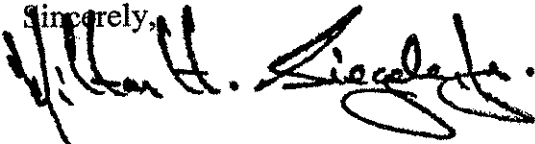
Mr. R. D. Kerley
General Chairman - UTU
227 E. Sunshine St.
Springfield, Missouri 65807

Dear Mr. Kerley:

This is to confirm our various discussions concerning Section 19 of the Agreement dated May 11, 2000, establishing interdivisional service between Dilworth and Superior.

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

Sincerely,



Assistant Vice President
Labor Relations

AGREED:



R. D. Kerley
General Chairman, UTU

SIDE LETTER NO. 2

Mr. R. D. Kerley
General Chairman - UTU
227 E. Sunshine St.
Springfield, Missouri 65807

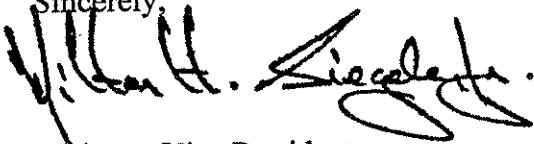
Dear Mr. Kerley:

This is in reference to our various discussions concerning the agreement dated May 11, 2000 establishing interdivisional service between Dilworth and Superior.

During our negotiations, it was agreed that the provisions of Side Letter No. 4 of the Fargo/Dilworth-Northtown Interdivisional Agreement dated November 5, 1993, will also apply to the Fargo/Dilworth-Duluth/Superior Interdivisional Agreement.

If the foregoing correctly describes our understanding, please signify in the space provided below.

Sincerely,



Assistant Vice President
Labor Relations

AGREED:



General Chairman, UTU

SIDE LETTER NO. 3

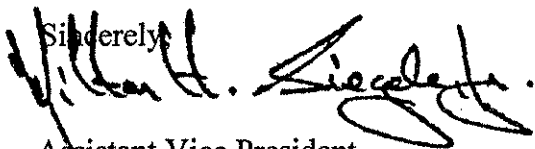
Mr. R. D. Kerley
General Chairman - UTU
227 E. Sunshine St.
Springfield, Missouri 65807

Dear Mr. Kerley:

This refers to the Agreement dated May 11, 2000, concerning the establishment of interdivisional service between Dilworth and Superior.

If either party determines that the provisions of Sections 2 and 5 of this agreement fail to adequately address the operational needs of this service, the parties will meet to discuss alternate provisions such as those contained in Sections 4(a) and (d), 5, 14(c), 15(c), and Side Letter No. 7 of the November 5, 1993 Fargo/Dilworth and Twin Cities Interdivisional Service Agreement.

Sincerely,



Assistant Vice President
Labor Relations

AGREED:



R.D. Kerley
General Chairman, UTU