

MEMORANDUM OF AGREEMENT

BETWEEN

BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

AND THE

UNITED TRANSPORTATION UNION

Whereas the parties wish to revise the formal program for the purpose of training, qualifying and promoting new ground service employees as conductors/foremen and hostlers. The applicable training agreement between the Burlington Northern and Santa Fe Railway Company and the United Transportation Union is modified as follows:

IT IS AGREED:

Section 1.

- (a). The Carrier will establish and maintain a training program for the purpose of training, qualifying and promoting new ground service employees as brakemen, helpers, conductors, foremen, and hostlers. The training program shall consist of classroom instruction and work experience as determined by this agreement and parties thereto. As necessary, classrooms, books and materials shall be furnished by the Carrier.
- (b). The training program, including any required examinations, and any substantial changes therein shall be reviewed from time to time by representatives of the Carrier and the UTU.
- (c). The training schedule will not exceed a maximum of six days of training in each week of orientation and classroom instruction. If the training schedule does not require attendance on a day or days of a calendar week, trainees at other than their home point will be permitted to return to their home point and back to the training point at their own expense, recognizing their obligation to report for the next scheduled training day.
- (d). As near as practicable, classroom training days will be scheduled not to exceed nine (9) hours with one (1) hour for lunch, recognizing that on-the-job training may of necessity exceed such hours.

Section 2. All ground service employees hired subsequent to the effective date of this agreement will be required to enter the training program and will continue therein until completion of the training. The training schedule will be as follows:

(a). One week of orientation.

(i). Orientation shall be conducted by the Training Coordinator(s) who will be selected from applications submitted by active ground service employees to the Division Superintendent. The final selection of the Training Coordinator(s) will be made jointly by the Division Superintendent and the appropriate UTU Local Chairman or Chairmen.

(ii). Classroom orientation shall include a one-half (1/2) day session with the appropriate UTU Local Chairman or Chairmen.

(b). Three weeks of on-the-job training.

(i). This period will be spent working as a brakeman/helper as assigned by the UTU Training Coordinator. The Training Coordinator will determine the amount of time each trainee spends in road and yard service, as well as the Craft Instructor(s) to which the Trainee will be assigned.

(ii). It is understood that any day(s) of this three-week period may be utilized for classroom instruction.

(c). Three (3) weeks of classroom instruction either on-property or at the Carrier's Training Facility. The classroom agenda will include, but will not be limited to, instruction on the GCOR, safety, Hazmat, and mechanical instruction. There shall be a review test at the end of this 3-week period for instructional purposes only, i.e., no pass/fail.

(i). Upon completion of this 3-week period, employees will be ranked on their relative Seniority Districts under the provisions set forth in Section 4 of this Agreement. Conduct by Trainee

(d). Eight (8) weeks of on-the-job training and promotion, to be conducted on-property, working as a conductor/foreman under the direction of Craft Instructor(s) designated by the UTU Training Coordinator.

(i). The UTU Training Coordinator will cooperate with the Division Superintendent to determine the distribution of road and yard training within the 8-week period, based upon the nature of the work the trainee will be exposed to upon completion of the program.

(ii). Before the end of this 8-week period, there shall be classroom review in preparation for promotion. Promotion examination to be given at the end of the 8-week period. Employee(s) passing promotion will assume their position on the Seniority Roster in the order established under (c) (i). Employees who do not pass promotion at the end of this 8-week period will automatically be scheduled for up

to an additional 4 weeks of training designed to address the deficiencies that resulted in the trainee's failure. This training may include on-the-job training, classroom instruction, or some combination of both. The structure of these additional week(s) of training shall be customized to address the needs of the affected trainee and shall be designed by the Training Coordinator.

(iii). At the end of the additional training, the trainee(s) will be administered a second promotion test. If the trainee passes the test he will assume his position on the Seniority Roster with the same relative standing as would have been realized had the trainee passed the promotion examination on the first attempt. If the trainee fails the second promotion examination, he will automatically forfeit all employment rights and seniority in train service.

(e). If, in the opinion of the UTU Training Coordinator, trainees who have passed the promotion examination require additional on-the-job training, such training will be initiated as follows:

(i). Trainees who successfully passed the first promotion examination may be scheduled for up to 4 weeks of additional on-the-job training. The Training Coordinator shall base the decision for additional training on, among other things, the written evaluations for each trainee trip, personal interviews between the Training Coordinator and the Trainee/Craft Instructors, and other information provided by the Craft Instructors in order to identify the areas where a particular Trainee needs additional instruction and/or experience. The structure of the additional on-the-job training shall address those areas.

(ii). Upon completion of the additional on-the-job training, the trainee will assume his position on the Seniority Roster with the same relative standing as would have been realized had the trainee not been selected for additional on-the-job training.

Section 3. Examinations required by the Carrier will be prepared and administered by the Carrier. Any field test will be given on the property.

Section 4. A trainee will establish a seniority date upon completion of the 3 week classroom training provided under Section 2(c). They will be ranked by a random drawing of names. Upon successful completion of the training program, the employee will be added to the brakeman, yardman, and conductor seniority rosters for the seniority district to which assigned.

NOTE: For trainees who have previously established seniority in another craft with the BN and are merely transferring into the trainmen/yardmen craft, said individuals will be placed ahead of the

rest of their class, and ranked in the order of years of service in the other crafts.

Section 5.

(a). Employees who enter the training program will be subject to the probationary period set forth in Article VII of the August 25, 1978 National Agreement. This probationary period will begin on the day the trainee is compensated for the first day of on-the-job training, and will be suspended for the 3-week period provided under Section 2(c) of this Agreement. If an employee's application for employment is not disapproved in accordance with the provisions of Article VII, the employee will continue in the training program unless the employee is dismissed for cause or fails to pass any required examinations.

NOTE: When, in the opinion of the Superintendent and the UTU Training Coordinator, it becomes apparent that a trainee who has completed the 60 days referred to above will not complete the training satisfactorily, the trainee will be required to consult with the Carrier's representative and a representative of the UTU for the purpose of identifying and possibly overcoming the problem.

(b). If an employee is unable to complete the training program due to bona fide illness or injury that is verified by medical documentation, the Carrier will extend the training period for a period equal to the time that the employee is unavailable for training; provided, however, if the employee has not successfully completed the training program within eight (8) months, then the employee's application for employment will be disapproved and the employee will not be allowed to retain seniority in train service.

(c). A trainee whose application is disapproved under the above paragraph is not disqualified from applying for future employment as a ground service employee. The individual will be assigned to a new training program, and if the training program is successfully completed, the individual's seniority date will be based upon seniority established during the new training program.

Section 6.

(a). On the first day of OJT training, the Carrier will assign the trainee to a seniority district and to a home terminal. If not otherwise provided by the Carrier, trainees will be reimbursed for actual, reasonable, and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom instruction at points beyond commuting distances from the home terminal to which they have been assigned.

NOTE: "Beyond commuting distances from the home terminal" is defined as a point, which exceeds thirty (30) miles from the normal on duty point at the trainee's home terminal.

- (b). Trainees undergoing on-the-job training shall receive lodging accommodations or allowances in lieu thereof, and meal allowances on the same basis as the other members of the crew to which the trainee is assigned.
- (c). The Training Coordinator will assign trainees to the appropriate assignments on the seniority district to which the trainee has been assigned.

Section 7.

- (a). Trainees shall be paid a minimum of \$597.47 per calendar week, subject to general wage increases commensurate with those granted ground service employees, while participating in the training program. To receive the full rate the trainee must be available for a maximum of six days each calendar week, commencing on Sunday. The prorated daily rate may be deducted for each day in such calendar week a trainee is not available of his own volition, provided no deduction will be made for days on which training is not scheduled.
- (b). Trainees actively participating in on-the-job training, required to be on duty more than 12 continuous hours in any 24 hour period, will be paid at the time and one-half hourly rate for hours on duty in excess of twelve (12). Overtime hours so paid will be excluded from the 48 straight-time hours provided for in Section 7(c) below.
- (c). For all hours in each calendar week in excess of 48 that a trainee is on duty actively participating in on-the-job training, he shall be paid at the one and one-half times the prorated hourly rate. The prorated hourly rate shall be determined by dividing the weekly rate by 48 hours. The prorated daily rate shall be determined by multiplying the prorated hourly rate by eight.
- (d). Hours actively participating in on-the-job training will not be interrupted between recognized terminals to avoid payment in excess of 12 hours under Section 7(b) above; nor will such hours be interrupted at other than the home terminal to avoid payments in excess of 48 hours as provided in Section 7(c) above; except in case of emergencies as emergencies are recognized in existing agreements.
- (e). All time enrolled in this training program and compensation received will be utilized to determine eligibility for vacation. Trainees will be covered under the Group Plan of Comprehensive Medical and Dental Insurance applicable to trainmen/yardmen .

Section 8.

- (a). Work restrictions applicable to conductor-only crews will continue to apply when a trainee is assigned to work with a conductor-only crew in the same manner as if the trainee were not assigned to work with the crew.
- (b). When a trainee is assigned to work with a crew, the other member(s) of that crew will receive any special allowances they would be entitled to if the trainee were not assigned to work with the crew, and productivity fund credits will be made in the same manner they would be made if the trainee were not assigned to work with the crew. (Since the trainee is paid according to the provisions of this agreement, it is understood that no other payments will be made to the trainee, including special allowances, while engaged in training except those provided for in this agreement.)

Section 9. When a trainee is receiving on-the-job training and working with a crew, the Craft Instructor (conductor/foreman) and any brakeman/helper, on the crew will be paid for the trip at daily and mileage rates that are 1.1 times (110% of) the regular basic daily rates and mileage rates for each tour of duty that a trainee is assigned to (and working with) the Craft Instructor (conductor/foreman) and any brakeman/helper for training. This premium rate will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money. The regular members of the crew will train the trainee in the proper performance of the duties of a brakeman, yard helper, conductor, and foreman, including the preparation of required reports, computer entries, car restrictions and placement, etc., under actual working conditions. The Craft Instructor (conductor/foreman) will complete a trip evaluation for each trip a trainee is assigned.

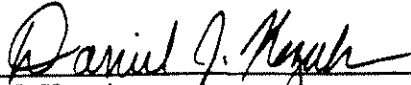
Note: It is recognized that this training program is primarily for conductor/yard foremen qualification. However, at locations where hostlers are employed time will be incorporated into the program for the sole purpose of hostler training. In any event, when a trainee is assigned to a hostler for training, the hostler will be paid according to the provisions above.

Section 10. Throughout this agreement and attachments, references to specific gender have been made. Such use of gender specific terms by no means infers discrimination by gender.

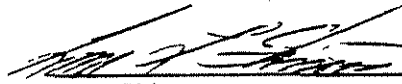
Section 11. The provisions of this Agreement supersede all agreement provisions that conflict herewith.

Signed at Ft. Worth, Texas this 3rd day of March, 1997, and effective MARCH 3, 1997.

FOR BURLINGTON NORTHERN
RAILROAD COMPANY:

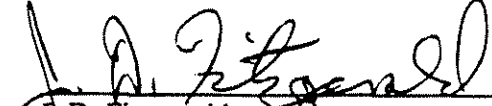


D. J. Kozak
Assistant Vice President Labor Relations




G. L. Shire
Director Labor Relations


FOR UNITED TRANSPORTATION
UNION:




J. D. Fitzgerald
General Chairman



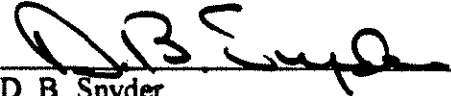
K. W. Mason
General Chairman



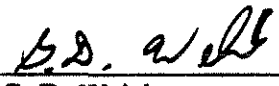
R. R. Repstine
General Chairman



C. M. Vahldick
General Chairman



D. B. Snyder
General Chairman



G. D. Welch
General Chairman

Questions & Answers

- Q1. If the employee is in classroom or orientation training at other than the home point and there is no training on a given day, what expenses will the employee receive?
- A1. The employee will be reimbursed for actual, reasonable, and necessary travel, lodging, and meal expenses.
- Q2. If a trainee is in a classroom portion of the instruction, can he be used in an emergency.
- A2. No.
- Q3. When is the seniority date for a new employee established?
- A3. The trainees will be ranked during the 3 week classroom training, but will not have "usable" seniority until such time as the training program is successfully completed.
- Q4. How is a seniority date established for class consisting of employees from more than one seniority district?
- A4. In classes consisting of employees from one or more seniority districts, the seniority date will be established for the entire class upon completion of the three week classroom training portion as provided in Section 2(c). The class will be ranked amongst themselves in accordance with the provisions of Section 4.
- Q5. Does the date of first on-the-job training compensation determine seniority ranking?
- A5. No. Seniority ranking will be determined under the provisions of Section 4.
- Q6. Under the provisions of Section 7(b) and 7(c) what payment would be due a trainee who is on duty a total of eighty-four (84) hours in a calendar week (fourteen hours each of the six days)?
- A6. The trainee would be entitled to be paid two hours each day at the time and one-half hourly rate of pay due to being on duty in excess of twelve (12) hours each day. In addition, the trainee would be entitled to twenty-four (24) hours at the time and one-half hourly rate of pay for the time in excess of the forty-eight (48) hours in the calendar week.

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 1

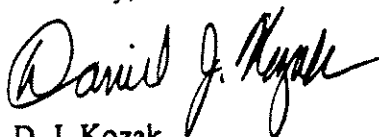
Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/ hostler training program dated March 3, 1997.

The purpose and intent of this Agreement is to provide for a partnership between the United Transportation Union and Carrier's Technical Training Group in order to provide the best possible training to new employees entering the ground service craft. This Agreement has granted significant authority and responsibility to UTU represented Training Coordinators and Craft Instructors. The parties recognize that in the interest of consistency, the Technical Training Center will work with the United Transportation Union in order to develop general guidelines as to the skills to be covered during the orientation and the on-the-job training portions of the program. These guidelines shall not address specific items such as distribution of road or yard on the job training time; rather, the intent is to assure that each trainee is exposed to certain fundamental aspects of railroad ground service employment.

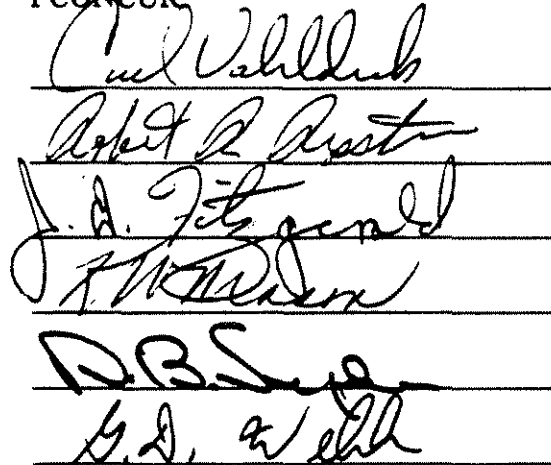
We agreed that, from time to time, UTU Training Coordinators and Craft Instructors may be required to receive information from, or participate in program design with, members of the Technical Training Center team. When this is required, the involved Training Coordinator and/or Craft Instructor will be paid lost wages, based upon the position held immediately prior to the training, as well as reimbursement for actual, necessary, and reasonable expenses.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 2

Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/ hostler training program dated March 3, 1997.

This is to advise you that the Carrier will not assign trainees to Craft Instructors (conductors/foremen/hostlers) who do not wish to work with trainees, so long as there are sufficient conductors/foremen/hostlers, who volunteer to work as Craft Instructors.

The UTU will provide the Carrier with a list of local UTU officials to contact in connection with the selection of a Training Coordinator and Craft Instructors. These officials will provide the Carrier with the name of an employee willing to act as a Training Coordinator for each location trainees are assigned. The UTU will also provide the Carrier with a list of employees willing to act as Craft Instructors. The UTU will update the list from time to time, as necessary.

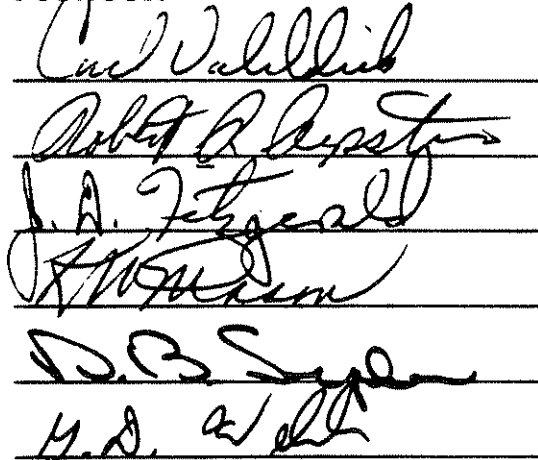
If there are not sufficient volunteers on the list provided, to meet the Carrier's need for Craft Instructors at a given location, the Carrier may designate additional employees as Craft Instructors. Before the Carrier makes such additional designations, a local Carrier officer will meet with designated UTU officers and the Training Coordinator to discuss the selection of additional Craft Instructors.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 3

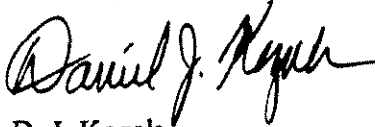
Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program signed March 3, 1997.

Presently locomotive engineer trainees assigned to work jobs at a source of supply other than the source of supply where normally assigned are allowed to utilize lodging facilities provided for regular crews. These trainees are also allowed actual, reasonable, and necessary meal allowances while assigned to training on an assignment protected from another source of supply, as well as travel expenses to the location of the other assignment and back to the normal source of supply.

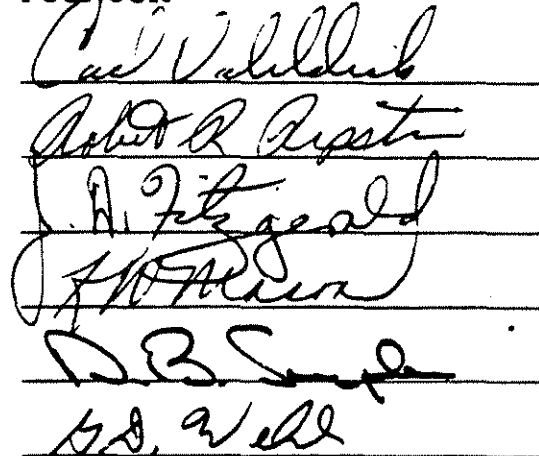
Trainees in this training program will be treated the same as trainees in the UTU engineer training program in this regard.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 4

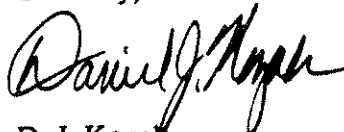
Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

In discussing the agreement, it was understood that employees who had already established ground service seniority on the effective date of the agreement are not subject to the agreement. However, we agreed that employees who have not yet been promoted to conductor would, if they request it, be allowed to attend the classroom portion of this program, before being required to accept promotion to conductor. Employees who request such classroom training will be paid for each week of classroom training on the same basis as if they were on vacation, and they will be covered by the same provisions relating to travel, meal and lodging expenses that cover trainees under the agreement signed this date.

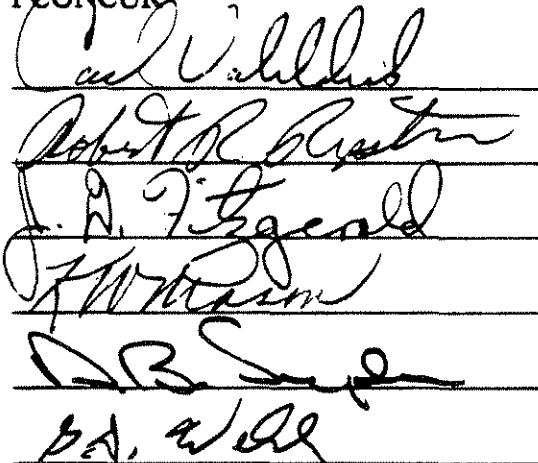
It was also understood that, once such employees who are not subject to the agreement signed this date successfully complete the requirements for promotion to conductor, they will rank ahead of any employee hired after the effective date of this agreement.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 5

Gentlemen:

Section 2 sets forth a training schedule covering a total of fifteen (15) weeks up to and including the first promotion test.

It was discussed and agreed that the training schedule may need adjustment and that such adjustment could be made during periodic meetings between UTU and Carrier representatives.

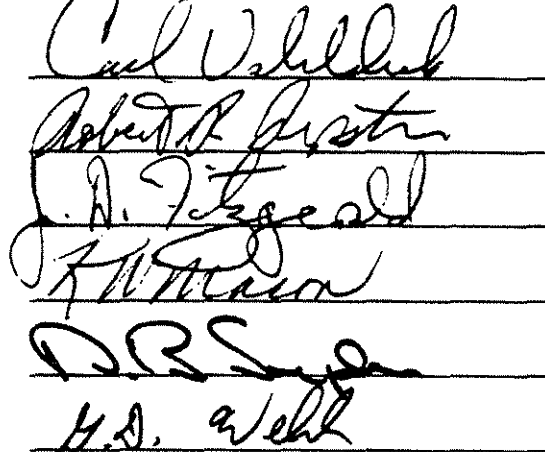
Additionally, as we discussed, representatives of the UTU will meet annually with those BN officers responsible for the training program to review experience under the program and discuss how the program may be changed to improve it. Unless agreed otherwise, the annual meeting will be held on the second Tuesday of September of each year.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



Carl Valdehuk
Robert B. Gustin
J. A. Fitzgerald
K. W. Mason
D. R. Soper
H. A. Webb

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 6

Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

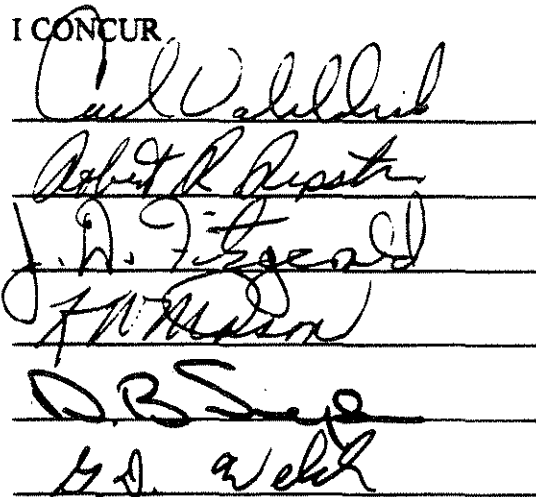
While it is understood that Craft Instructors working with trainees are responsible for acquainting the trainees with their duties, we agreed that the Craft Instructors involved in training will not be held responsible for actions of the trainees that are unavoidable or beyond the Craft Instructors' control.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 7

Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

In discussing the agreement, it was understood that employees who have already established conductor seniority may desire an opportunity to receive the classroom training which has been known as "conductor update class." We recognize that the introductory classroom portion of this training program was not designed for existing BN conductors, and agreed that employees with BN conductor seniority may volunteer to attend classroom training sessions held at the Technical Training Center, that are designed and intended to enhance their existing conductor work skills. We further agreed that such conductors will be reimbursed for expenses incurred while engaged in that training under the provisions of Section 6(a) of this agreement which applies to new employees. In addition to such expenses, they will be compensated for "lost wages" based on the earnings of the position the individual employee was holding prior to reporting for that training.

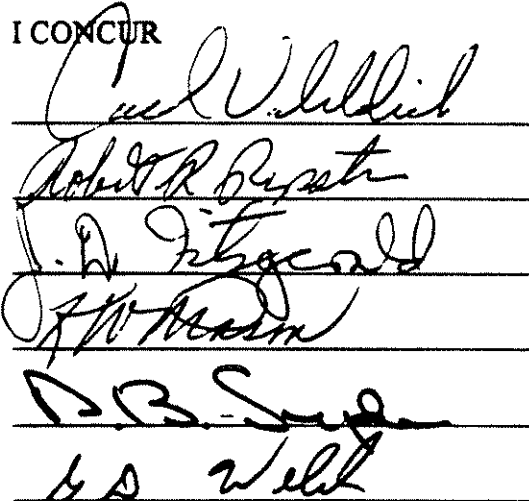
It is understood and agreed that the foregoing is also without prejudice to the Carrier and Organization's respective positions regarding existing agreement requirements, if any, which may either obligate the Carrier to provide or the employees to attend training classes, or regarding compensation for employees that attend such training classes.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 8

Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

It was agreed that the following entry will apply:


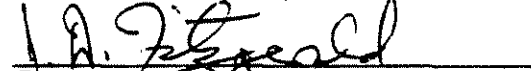
Notwithstanding the provisions of Article IV, Section 6 of the October 31, 1985 UTU National Agreement and Article IV, Section 5 of the November 1, 1991 UTU Implementing document "A" (PEB 219), employees who establish seniority subsequent to October 31, 1985, will not be covered by said articles when working or assigned as a conductor, engine foreman (foreman includes herder) or hostler.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



J. D. FITZGERALD, Chairman
The Academy, Suite 217
400 East Evergreen Blvd.
Vancouver, WA 98660-3264
Telephone: (360) 694-7491
Fax: (360) 694-2049

J. S. WLODARSKI, Asst. Chairman
2305 Sundance Drive
Great Falls, MT 59404-3446
Telephone/Fax: (406) 727-7722
Residence: (406) 452-2209

R. J. ANDERSON, Secretary
701 S. Ash Street
Crookston, MN 56721
Telephone: (218) 281-6991

united transportation union



GENERAL COMMITTEE of ADJUSTMENT GO-386
Burlington Northern Railroad

Of Counsel
M. M. WINTER

March 12, 1997

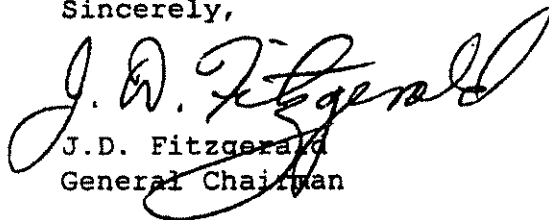
D.J. Kozak
Asst. Vice President, Labor Relations
Burlington Northern/Santa Fe Railroad
P.O. Box 961030
Ft. Worth, TX 76161-0030

Dear Mr. Kozak:

This will confirm our conversation of March 11, 1997, wherein you agreed that the provisions of Side Letter No. 8 to recently ratified revised Conductor/Foreman/Hostler Training Agreement would also apply to the position of Utility Yardman.


If the above correctly recites our understanding, please sign and date one copy of this letter and return it for our file.

Sincerely,


J.D. Fitzgerald
General Chairman

JDF/aas

Agreed:


D.J. Kozak
Asst. Vice President
Labor Relations

Date 3/10/97

C

C

C

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 9

Gentlemen:

An employee who becomes a locomotive engineer after the effective date of this agreement will, upon promotion to engineer, be considered as having passed the conductor/foreman promotion examination. Such employee will not be able to exercise seniority as a conductor/foreman until such time as all senior trainmen/yardmen are afforded the opportunity to promote and he has satisfied the other criteria associated with promotion. At that time the promoted engineer will be assigned conductor's seniority in relative standing based on his seniority date.

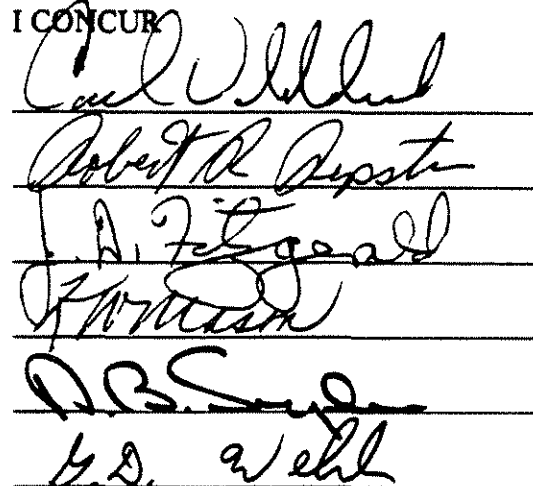
Note: "Other criteria for promotion to conductor/foreman" means such things as instruction, computer proficiency, physical plant familiarity and other skills as determined through development of this training program.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



Carl W. [unclear]
Robert R. [unclear]
J. A. Fitzgerald
[unclear]
D. B. [unclear]
G. D. [unclear]

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

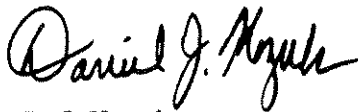
SIDE LETTER NO. 10

Gentlemen:

This is to confirm our understanding in connection with health care benefits for train service and UTU engine service employees who are suspended and their dependents.

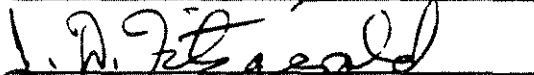
We agree that when an employee represented by this committee is suspended, the Carrier will continue to pay the premiums normally required of it to the appropriate insurance provider(s) so that the suspended employee and his dependents may retain health care coverage during the period of the suspension to the same extent which would be so if the employee were still in service.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 11

Gentlemen:

This is to confirm our understanding in connection with jury duty for train service employees.

ARTICLE XII - Jury Duty

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

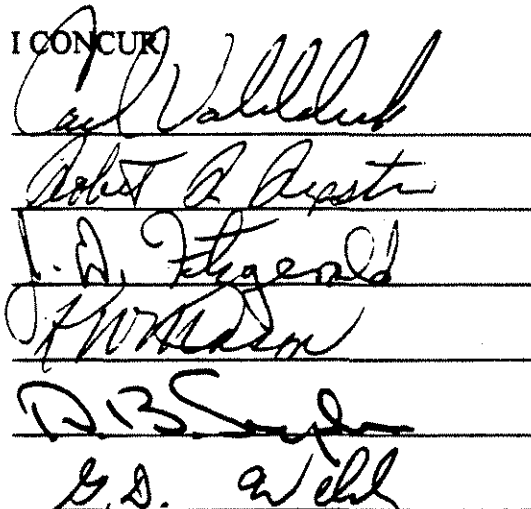
- (1) A trainman must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day on which the trainman is entitled to vacation or holiday pay.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



Carl Valdeus
Robert A. Austin
J. D. Fitzgerald
F. W. Adams
D. B. Smith
G. S. White

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 12

Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program signed March 3, 1997.

Throughout the above agreement, reference is made to a "Training Coordinator" and "Craft Instructors". It was discussed and understood that the "Training Coordinator" would be a qualified active ground service employee selected jointly by the Division Superintendent and the Local Chairperson(s) from applications for this position at each terminal or location where training will be done. Such choice will not be based solely upon seniority. Selection will be based, among other considerations, on experience, knowledge and ability. It is understood and agreed that the "Training Coordinator" will be made whole, as will the Craft Instructors when engaged in duties other than that of the on the job training of trainees on the Craft Instructor's assignment, for the assignment held immediately prior to the selection.

The "Training Coordinator" and the "Craft Instructors" will adhere to the curriculum set forth by the Division Superintendent (or his designee) and the training center. The "Training Coordinator" will work with the Division Superintendent (or his designee) to schedule trainees on appropriate training assignments with qualified Craft Instructors. He will assist Craft Instructors and trainees in their movement through the program on the property. He will receive and maintain daily evaluations from the Craft Instructors and monitor the trainees' progress.

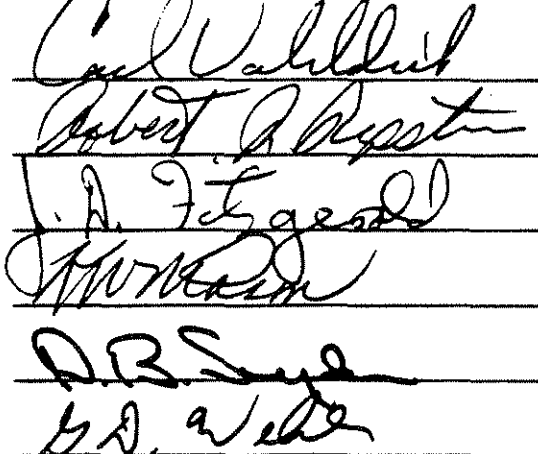
Any disputes arising between the Division Superintendent and the Training Coordinator concerning the proper scheduling of trainees or the general management of the program will be referred to and settled by the General Chairman with jurisdiction and the designated BN Labor Relations Officer.

Sincerely,

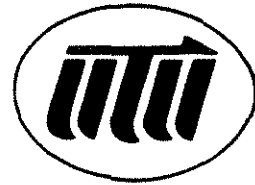


D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



United transportation union



227 EAST SUNSHINE, SUITE 101
SPRINGFIELD, MISSOURI 65807
TELEPHONE: (417) 862-5459
FAX: (417) 862-6722

GENERAL COMMITTEE OF ADJUSTMENT GO-001
BURLINGTON NORTHERN SANTA FE RAILROAD
SAND SPRINGS RAILWAY

April 17, 1997

Mr. D. J. Kozak
Assistant Vice President Labor Relations
Burlington Northern Santa Fe Railroad
P. O. Box 961030
Fort Worth, TX 76161-0030

Dear Mr. Kozak:

This will confirm our conversation in Fort Worth, Texas on Monday, April 14, 1997, concerning pay for UTU Training Coordinators who are participating in the training of new employees under the revised Training Agreement of March 3, 1997.

It was agreed that when it is necessary for a Training Coordinator in the performance of his duties to work on the rest days of his regular assignment, he would receive compensation equal to what he would have made had he been working in the craft.

If the above correctly recites our understanding, please sign and date one copy of this letter and return it for our files.

Sincerely,

C. M. Vahldick
General Chairman

CMV/cp

AGREED:

D. J. Kozak
Assistant Vice President-Labor Relations

Date 4/17/97

LABOR RELATIONS

APR 20 1997

FT. WORTH



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 13

Gentlemen:

Section 9 of the Training Agreement signed this date, March 3, 1997, provides for an additional ten percent (10%) training payment for Craft Instructors and brakemen/helpers when trainees are assigned.

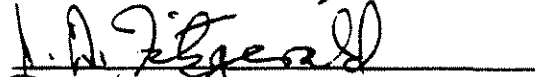
Such premium rate is established to ensure the trainee is given the appropriate and necessary training and also to ensure the required written evaluations are completed by the Craft Instructor (and brakeman/helper, where required) after each training trip.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 14


Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

During discussion addressing the application of the 3-week classroom portion of the program, the question arose concerning handling of the so-called "revenue" students, or new-hires who had already been trained at the technical training center.

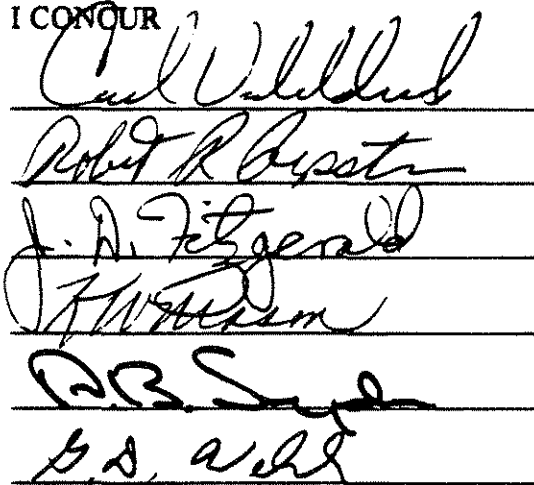
It was agreed that these employee candidates need not return to the Technical Training Center for the 3-week classroom portion of training and that this 3-week period would be utilized for additional OJT.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 15

Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program dated March 3, 1997.

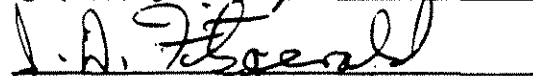
This will confirm our understanding that trainees will not be deemed to have successfully complete the program without completing at least eleven (11) weeks of on-the-job training provided in Section 2, unless they had previous experience as trainmen/yardmen on another railroad. Trainees with previous experience as a trainman/yardman may have their on-the-job training reduced by one month for each four months of previous experience on a railroad other than switching or terminal railroad. However, such experienced new hire will be required to pass the required examination and necessary minimum number of training trips over territory to which assigned, as determined by the "Training Coordinator" and the Division Superintendent (or his designee). The Carrier will provide the UTU with work history of any trainee whose on-the-job training is reduced due to previous experience as trainmen/yardmen.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 16

Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program signed March 3, 1997.

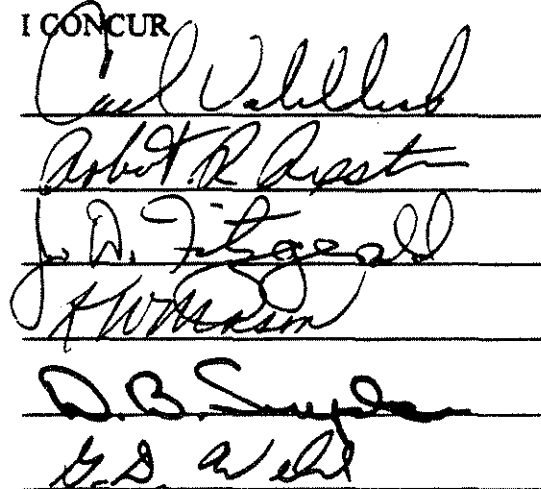
It was discussed and agreed during negotiations that the basic training period would be fifteen (15) weeks with eleven (11) weeks of OJT. If Carrier determines a need to extend the classroom training beyond the three (3) weeks allowed, such extension will not detract from OJT weeks. Such extension to classroom weeks will increase the length of the basic program from fifteen (15) weeks by the amount of time added to the classroom weeks at the Carrier's discretion.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 17

Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program signed March 3, 1997.

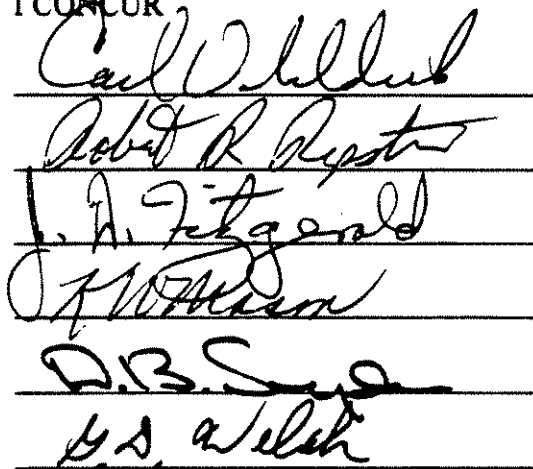
It was understood that when trainees deadhead with a trainer who is paid for the deadhead trip separate from service, and the trainer performs instruction or provides training, the trainer shall receive the premium payment provided under Section 9 of the Agreement for the deadhead trip.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



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LETTER OF UNDERSTANDING
BETWEEN THE
BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY
AND
UNITED TRANSPORTATION UNION

In 1995 on dates ranging from August 1 - December, 1995, the Burlington Northern Santa Fe Railroad entered into separate conductor/foreman/hostler training and promotion agreement with four general committees of the United Transportation Union representing the former Great Northern Yard, Chicago Burlington and Quincy, SLSF, Northern Pacific, Fort Worth and Denver, and the Joint Texas Divisions.

On March 3, 1997, the Burlington Northern Santa Fe Railroad entered into a conductor/foreman/hostler training and promotion agreement with the six general committees of the United Transportation Union representing the former Great Northern, Northern Pacific, Spokane Portland and Seattle, Chicago Burlington and Quincy, Colorado and Southern, SLSF, Fort Worth and Denver, and the Joint Texas Divisions. The 1997 conductor/foreman/hostler training and promotion agreement rendered the 1995 training agreements referred to in the above paragraph null and void.

Due to the fact the training agreements being utilized on former Santa Fe territories are not identical to those referenced above, there have been, and still are, many misapplications of seniority rankings on seniority rosters for employees on the former BN territories. In order to hopefully clear up all past and present seniority ranking disputes and give all employees a better understanding of the proper application of the training agreements on the former BN territories, the language of Section 4 of the March 3, 1997 Conductor/Foreman/Hostler Training Agreement will be modified as follows, with such modification being retroactive to the effective date of the first conductor/foreman/hostler training and promotion agreement consummated in 1995 on the four general committees of the United Transportation Union representing the former Great Northern Yard, Chicago Burlington and Quincy, SLSF, Northern Pacific, Fort Worth and Denver, and the Joint Texas Divisions and retroactive to March 3, 1997 on the Great Northern Road and Colorado and Southern Divisions:

"A trainee's seniority date will be established on the first day of orientation by any member(s) of the training and promotion class in which the employee participated and successfully completed. They will be ranked by a random drawing of names which will take place during the 3 week classroom training provided under Section 2(c). Upon successful completion of the training program, the employee will be added to the brakeman, yardman, and conductor seniority rosters for the seniority district to which assigned.

NOTE: For trainees who have previously established seniority in another craft with the BN and are merely transferring into the

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trainmen/yardmen craft, said individuals will be placed ahead of the rest of their class, and ranked in order of years of service in the other crafts."


This letter of understanding shall not be binding on any party until such time as all of the general chairmen shown below accept the terms of this agreement and become party to this agreement as evidenced by their signatures.

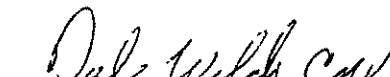
Signed this 16th day of January, 1998


FOR BNSF:


Assistant Vice President Labor Relations

FOR LTU:

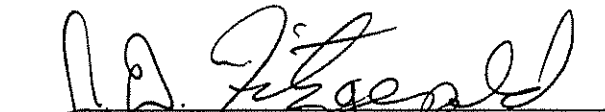

K.W. Mason - CB&Q


G.D. Welch - JTD


C.M. Vahldick - SLSF, NP, FW&D


D.B. Snyder - GN


R.R. Repstine - C&S


J.D. Fitzgerald - GN and SPS

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SIDE LETTER NO. 1

January 16, 1998

This refers Letter of Understanding signed January 16, 1998, concerning seniority ranking of employees entering conductor/foreman/hostler training.

During the handling on property of this Letter of Understanding, it was recognized that one group of trainmen/conductors had inadvertently been overlooked. These trainmen/conductors are identified as those individuals who already had established seniority on property and subsequently permanently transferred to a seniority district which they did not have any previous seniority during a period of time when a new hire class was in the process of being trained and had not yet completed training and established seniority on property.

It was agreed that when such case is found to have existed, the employee(s) who executed the permanent transfer would be treated as if a member of the referenced class, and would be ranked immediately ahead of all members of said class.

Sincerely,

I CONCUR

Wilton H. Siegel

J. K. Mason
Robert A. Repton
Dale Welch
Dave Snyder
Carl Valchovich
J. A. Fitzgerald

