

POOL FREIGHT BOARD AGREEMENT

MEMORANDUM OF AGREEMENT between the Burlington Northern and Santa Fe Railroad Company and its employees represented by the Brotherhood of Locomotive Engineers.

IT IS AGREED:

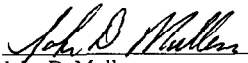
- (1) At Alliance, Texas the pool for engineers working between Alliance and Childress will be abrogated and in its place will be established a pool freight board to protect pool freight service between Alliance and Childress.
 - (a) It is understood the Alliance Engineers Guaranteed Extra Board will protect all service presently protected out of Alliance.
 - (b) When the pool freight board at Alliance is exhausted, service will be protected by the Alliance Engineers Guaranteed Extra Board.
- (2) Engineers on the pool freight board will work first-in, first-out among themselves subject to the provisions of the Agreement with the Brotherhood of Locomotive Engineers of the Gulf, Colorado and Santa Fe Railway Company.
- (3) An engineer who lays off will take his turn with him, and the next out engineer will be used:
 - (a) Any vacation vacancy of less than 10-days duration will be left in the pool and be protected by the extra board engineers.
- (4)
 - (a) Engineers reporting for service after laying off or when exercising seniority onto the pool freight board will be placed at the bottom of the assigned board.
 - (b) An engineer who is not available for call when he stands to protect pool freight service will be held off until he reports and then be marked to the bottom of the board with a minimum of 12 hours off, unless his services are required by the Carrier.
 - (c) Engineers on the pool freight board at the home terminal may mark to the bottom of the board once during a layover.
 - (d) Engineers returning from vacation will be marked up ahead of engineers marking up after being off on miles.
 - (e) Engineers marking up after being off on miles will be automatically marked up in the same order they were marked off.


- (f) Engineers laying off will be required to be off a minimum of 12 hours.
- (5) (a) When pool freight engineers are used for other than pool freight service in the absence of extra board or demoted engineers, the first-out engineer on the pool freight board will be called to protect the service. If the first-out engineer is unavailable, the next-out engineer will be called.
- (c) A pool freight engineer used under (a) above will be allowed what he actually earns in the other-than-pool freight service or the round trip district mileage, whichever is greater. He will be relieved as soon as an extra or demoted engineer becomes available.
- (6) The pool freight board will be regulated according to Article VI of the Memorandum of Agreement effective January 1, 1990. Line miles will be utilized in the mileage regulation of this pool.
- (7) The Carrier will not be held liable for any claims for runaround or so-called mishandling which might result from compliance with this Agreement.
- (8) The Local Chairman and the Road Foreman of Engines will meet to establish the checking periods for this pool.

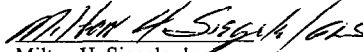
This Agreement may be canceled by the Assistant Vice-President Labor Relations or the General Chairman, BLE by serving 48 hours verbal or written notice by either party.

FOR THE ORGANIZATION

FOR THE CARRIER


John D. Mullen
General Chairman, BLE


Jason Kingstad
Manager-Labor Relations


Milton H. Siegele, Jr.
Asst. Vice-President Labor
Relations