

AGREEMENT

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

and its employes represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
EASTERN LINES

(excluding Northern and Southern Divisions)

IT IS AGREED:

Pursuant to Article IX, BLE National Agreement of May 19, 1986, The Atchison, Topeka and Santa Fe Railway Company may establish interdivisional (ID) service for pool freight engineers as set forth below:

Terminals

Interdivisional pool freight engineers will operate between the terminals of Amarillo, Texas and Wellington, Kansas. Amarillo and Wellington will remain home terminals as presently defined. Pool freight engineers in interdivisional service will only protect ID runs, and will not be used in turnaround service, except as provided herein.

Calling Ratio

Carrier will determine the ratio of calling home terminal/away-from-home terminal pool freight engineers at Amarillo and Wellington dependent upon the needs of service and distribution of away-from-home and home terminal engineers, which ratio will not exceed 5:1.

If either party to this Agreement is of the opinion application of the specified ratio creates an undue hardship and imbalance, the matter will be discussed between the local chairman and the Superintendent, or his representative. Failing to resolve the issue at this level, the matter may be appealed by the General Chairman to the General Manager and/or the Vice President-Personnel and Labor Relations in an effort to reasonably resolve the dispute, including conference, if necessary, which will be held as soon as possible.

Active-Inactive Boards

When a pool freight engineer arrives at his home terminal, such engineer will be placed to the bottom of the home terminal board. Engineers from the other home terminal arriving at the same location will be placed to the bottom of the away-from-home terminal board. These boards shall be designated as the "inactive boards."

For the benefit of pool freight engineers at their home terminal, Carrier will move sufficient home terminal and away-from-home terminal engineers from the inactive boards to a so-called "active board", which board will govern the order in which home and away-from-home engineers will be called during the next eight-hour period based on anticipated service, and such "active board" will only protect ID service. While Carrier has the right to determine the ratio for calling pool freight engineers, Carrier will not exceed a ratio of 5:1, away-from-home terminal vs. home terminal or vice versa.* If the Carrier determines a need to deadhead surplus away-from-home pool freight engineers, such engineers will not be counted in the ratio, but will be counted as turns.

*NOTE: In the absence of an available (rested) away-from-home terminal pool freight engineer, home terminal engineers may be called in excess of the ratio of 5:1. In an emergency, the ratio will not be applicable.

The active board will be updated each four (4) hours, by deleting engineers that have been called during the prior four hours, as well as adding engineers to the active board. Home terminal engineers (at their home terminal), when placed on the active board, will not have their order (number of times out) changed.

Balancing of Pools

As of 12:01 a.m. each Monday, B.E. Local Chairmen will be provided a status report of trips made by Amarillo and Wellington pool freight engineers during the preceding 7 days upon request. The carrier will then be obligated to attain a trip balance of plus or minus four turns on the basis of 66% Amarillo trips and 34% Wellington trips, between Amarillo and Wellington at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. If at any point during the 72-hour period from 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the trips between the pools are balanced within four turns, then no adjustment will be made on the part of the carrier to balance said trips between the pools. A new balance cycle will not start until 12:01 a.m. on the fifteenth day, or 12:01 a.m. on the third Monday. If a balance between trips obtained by each pool cannot be reached at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day of the cycle, the carrier will be obligated to balance the trips to the pool with the lesser number of trips obtained from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the fourteenth day, within four (4) one-way trips.

If the trips balance within four turns at any point between 12:01 a.m. on the twelfth day of the balance cycle and 11:59 p.m. on the fourteenth day, but the trips as of 11:59 p.m. on the fourteenth day were not in balance, any imbalance will be carried over and the new cycle would start with this imbalance. If, however, the trips between

the pools did not balance within four turns at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the carrier will be obligated to make an adjustment to the extent that the imbalance exceeds four (4) one-way trips.

When carrier desires to change the starting day of the balancing cycle it will provide a minimum of 15 days advance written notice to the Local Chairmen, who will have the opportunity, within this notice period, to discuss the matter with the Superintendent, or his representative, if they so desire. The carrier will not serve a notice to change the starting day of the balancing cycle more often than once every 90 days and will advise reason therefor.

Question and Answer No. 1(a)

- Q. If a total of 140 trips had been made at noon the thirteenth day, 93 by Amarillo engineers and 47 by Wellington engineers, does this represent a balance of not more than four trips.
- A. Yes, because 66% of 140 trips equals 92 and 34% equals 48, or an imbalance of only one trip.

Question and Answer No. 1(b)

- Q. If the balance between pools was to be "4" at 11:00 p.m. on the eleventh day of balancing cycle and did not reach "4" at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, while ending up 8 one-way trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?
- A. The carrier would be obligated to balance the trips in favor of the pool with the lesser number of trips in the amount of 4 one-way trips (8 one-way trips out of balance - 4 one-way trips limit = 4 one-way trips). The new balance cycle will start with four one-way trips in favor of the pool with the greater number of trips.

Question and Answer No. 1(c)

- Q. When carrier is obligated to make the trip balance in Question 1(a) above, how shall it be accomplished?
- A. The carrier will call from the pool with the lesser number of one-way trips the required number of engineers from the home terminal or the away-from-home terminal, or a combination thereof, to deadhead by 11:59 p.m. of the fourteenth day.

Question and Answer No. 1(d)

- Q. What is the penalty if the carrier fails to deadhead the number of pool freight engineers required in Question 1(a)?

- A. The required number of engineers that should have been called to deadhead by 11:59 p.m. of the fourteenth day (Question and Answer 1(b)) will, when going on duty after 11:59 p.m. of the fourteenth day be allowed a one-way working trip in addition to all other earnings on that trip.

Question and Answer No. 2

- Q. If the balance of trips between the pools were to be 10 out of balance on the seventh day of the balancing cycle, yet a "4" balance was reached at 9:00 p.m. on the twelfth day, while ending up 8 trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?
- A. The carrier would not be obligated to make any adjustments since a "4" balance was reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day.

Question and Answer No. 3

- Q. If at 11:59 p.m. on the fourteenth day, the balance was off by 7 one-way trips between the pools yet 3 engineers were en route, what is the obligation of the carrier?
- A. Carrier would not be obligated to make any adjustments, since the three engineers en route as of 11:59 p.m. on the fourteenth day will be counted as having completed their trip for purposes of trip balance, i.e., within four (4) one-way trips.

Question and Answer No. 4

- Q. Will pool freight engineers who are on duty but have not departed as of 11:59 p.m. on the fourteenth day be counted in the trip balance?
- A. Engineers who are on duty but have not departed at 11:59 p.m. on the fourteenth day will be counted in the trip tabulation between pools the same as those in Question 3.

Question and Answer No. 5

- Q. How will pool freight engineers overtaken by the Hours of Service Law be treated with respect to the trip balance?
- A. An engineer in ID service overtaken by the Hours of Service Law will be credited with the entire one-way trip. Likewise, any ID engineer utilized to dog catch the engineer en route will be credited with an entire one-way trip for trip balancing purposes. Other than this, there will be no count to the trip balance.

Question and Answer No. 6

- Q. What if an involuntary closure of mainline(s) between Kansas City and Belen occurs between 12:01 a.m. of the 8th day and 11:59 p.m. of the 14th day of the balancing cycle?
- A. If such a closure of mainline(s) occurs, the carrier will attempt to balance the trips at some point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. However, if conditions were such that a trip balance of "4" cannot be obtained between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day as a result of this service interruption, the carrier will not be responsible for balancing trips between the pools for that particular cycle; however, the imbalance will be carried over to the next balancing cycle.

Question and Answer No. 7

- Q. If a trip balance of "4" is obtained on the twelfth or thirteenth day of the cycle, when does a new cycle begin?
- A. Regardless of when a "4" balance is reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, a new balance cycle begins at 12:01 a.m. on the fifteenth day, or every third Monday at 12:01 a.m.

Question and Answer No. 8

- Q. Will any trips incurred as a result of work/wreck trains be utilized for trip balancing purposes?
- A. No, only trips incurred in ID freight service will be included in trip balance.

Held-Away-From Home Terminal

Engineers in interdivisional pool freight service held at their away-from-home terminal will be paid continuous time for all time held after expiration of sixteen hours from the time relieved from previous duty, exclusive of any time resulting from the engineer calling for rest, at the rate paid for last service, until called for service or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service, or when deadheading, at the time the train departs on its road trip. If transportation other than train is used for deadheading, HAFHT time shall cease at the time of departure of the other mode of transportation.

NOTE: If an engineer is called and released, held time will not be broken. However, there will be no duplicate payment for held time and time on duty.

Trading Trains

Engineers will not be required to trade trains in opposite directions.

Meals En Route

In order to expedite the movement of these interdivisional pool freight runs, the Carrier shall determine the conditions under which such engineers may stop to eat. When engineers, working or deadheading, are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless engineers qualify for payment under the meals en route Agreement dated June 18, 1982.

Basis of Pay

All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that time.

Current miles are as follows:

Eastbound -

Amarillo-Canadian (basic day)	*104 miles
Canadian-Wellington	217 miles
	<u>321</u>

Westbound -

Wellington-Canadian	216 miles
Canadian-Amarillo (basic day)	*104 miles
	<u>320</u>

*Represents miles encompassed in the basic day as of the date of this agreement.

Pool freight engineers called for and departing the terminal in interdivisional service will be allowed the mileage terminal to terminal, except when the service is interrupted by an emergency such as flood, washout, derailment, and pool freight engineer is returned to the originating terminal. In that event, the engineer will be placed first out over all others on the inactive board after eight hours rest, being given first consideration for deadhead to his home terminal. It is understood the foregoing does not modify the current call and release rule.

Call and Release

An engineer called and released after on duty time will be placed first out on the active board after eight hours rest.

Formal Investigations

Applicable schedule rules will apply to pool freight engineers required by Carrier to attend formal investigations; however, an engineer in interdivisional service who is ordered by carrier to appear for a formal investigation at a location not on his original seniority district will be compensated for the deadhead miles over the other seniority district when dismissed or suspended.

Providing Relief for HSL Crews

In connection with relieving interdivisional pool freight engineers tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road engineer out of the terminal:

WESTBOUND TRAINS

- Between Wellington & Waynoka - ID pool freight engineer standing including Waynoka first out at Wellington
- Between Waynoka & Amarillo - Extra Board Engineer at Amarillo.

EASTBOUND TRAINS

- Between Amarillo & Waynoka - ID pool freight engineer standing including Waynoka first out at Amarillo
- Between Waynoka & Wellington - Extra Board Engineer at Wellington.

When an intradivisional pool freight engineer is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, the following will govern:

1. One (1) hour will be free time.
2. Straight time allowance will be paid for any time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

Protecting Other Than ID Service

All service, other than ID, out of home terminals will be protected by the respective extra boards. Regular assignments will continue to be protected as at present.

Laying Off

Engineers in interdivisional service will lay off at home terminal, except in case of emergency, such as illness or injury, and will report to home terminal only. They will be permitted to ride train to home terminal provided they notify dispatcher in advance.

Vacations

A pool freight engineer in interdivisional service will be permitted to advance the starting date of a scheduled vacation period to coincide with the start of layover days.

Protection

Article IX, Section 7 of the May 19, 1986 Agreement will be made a part of this Agreement.

This Agreement shall become effective April 1, 1987.

Signed at Chicago, IL, this 27th day of March, 1987.

FOR THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:

FOR THE CARRIER:

G. D. McDaniel Jr.
General Chairman, B.L.E.

John P. Frestel Jr.
Vice President - Personnel
and Labor Relations

APPROVED:

E. L. Halpern
Vice President, B.L.E.

4561B

BNSF Labor Relations Contract Transmittal Form

Pursuant to BNSF's "Rules Governing Authority for Contracts, Deeds and Payments," complete the form and send with the original contract to: BNSF Corporate Support, Contract Records, 2400 Western Center, Fort Worth, TX 76131-1322. See attached instructions for more information.

ONLY ORIGINAL CONTRACT WITH ORIGINAL SIGNATURES ARE TO BE SUBMITTED TO CORPORATE SUPPORT

FORM SUBMITTED BY: <i>Nick Markos</i>	PHONE NUMBER <i>352-1074</i>	FAX NUMBER <i>352-7482</i>	DATE SUBMITTED <i>5-12-06</i>	
DEPARTMENT <i>LR</i>	LOCATION <i>OOB</i>	CONTRACT SIGNED BY: NAME & TITLE <i>VP LR</i>		OFFICER CODE
<input checked="" type="checkbox"/> NEW CONTRACT	DATE OF CONTRACT (mm/dd/yyyy) <i>3-22-87</i>	EFFECTIVE DATE (mm/dd/yyyy) <i>4-1-87</i>	TERMINATION DATE (mm/dd/yyyy)	REVIEW DATE (mm/dd/yyyy)
Complete the following:	ORIGINAL CONTRACT NO.	ORIGINAL CONTRACT DATE (mm/dd/yyyy)	AMENDMENT DATE (mm/dd/yyyy)	
<input type="checkbox"/> AMENDMENT	Complete the following:			
<input type="checkbox"/> CANCELLATION	ORIGINAL CONTRACT NO.	ORIGINAL CONTRACT DATE (mm/dd/yyyy)	TERMINATION DATE (mm/dd/yyyy)	
CONTRACT TYPE CODE (CIRCLE ONE): LRTC Lrsp				
CONTRACT PARTIES (OTHER THAN BNSF) <i>BLE</i>				
DESCRIPTION OF THE CONTRACT <i>ID Service Amarillo - Wellington</i>				
<i>Please have Agr. scanned into PDF and sent to Nick.markos@bnsf.com</i>				
STATE	COUNTY	CITY		

IF YES, ATTACH EXTRA COPY OF CONTRACT FOR ACCT. DISTRIBUTION NOTE: NO OTHER DISTRIBUTION WILL BE MADE

SUBMITTING DEPT. IS RESPONSIBLE FOR NOTIFYING CORPORATE SUPPORT WHEN CONTRACT IS CANCELLED

CONTRACT NO. ASSIGNED BY CORPORATE SUPPORT.
RF 40232