

Coastlines

MEMORANDUM OF AGREEMENT
between
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.
and the
UNITED TRANSPORTATION UNION
(COAST LINES)

1. The purpose of this agreement is to provide a uniform selection method for promotion of trainmen/yardmen to the Locomotive Engineer Training Program ("LETP").

2. This Agreement covers such selection in territory of the BN and Santa Fe where seniority has been topped and bottomed pursuant to the BNSF Merger Implementing Agreements and the parties' other recent agreements consolidating seniority.

3. This Agreement is necessitated by the fact that the former BN and former Santa Fe each have had different methods of selection for LETP classes, which would, if carried forward, present increasing difficulties of proper selection, potential run-arounds, forcing people into engineer slots hundreds or thousands of miles from home and so on.

IT IS AGREED:

Article 1 - Voluntary Bidding

A. Voluntary bidding will be the primary vehicle for filling vacancies in LETP classes.

B. Selection among bidders will be made in the following order:

1. Trainmen/yardmen, in seniority order, from the prior rights district seniority roster(s) where the LETP class position arises (for example, former Valley Division).

2. Trainmen/yardmen, in seniority order, from the expanded seniority district(s) where the LETP class position arises (for example, Coast Lines Grand Seniority District).

3. Trainmen/yardmen, in seniority order, on the expanded district roster created by Agreement dated February 26, 1997, that combined the Grand Seniority Districts on the former Santa Fe property.

*All former
ATSF
(dove-tailed
grades)*

4. Trainmen/yardmen, in seniority order, who have secured dates on the expanded district roster after September 22, 1995.

Article 2 - Force Assignment

A. 1. If a sufficient number of trainmen/yardmen do not make application for engine service to meet the carrier's needs, such needs will be met by requiring trainmen/yardmen, who established seniority on or after November 1, 1985 (based on their hire-out date in the ground service crafts on either the former BN or the former Santa Fe) to take engine service assignments (and successfully complete engineer training).

2. For example, a former BN conductor has a seniority date of October 31, 1985 on the BN, but has a September 22, 1995 date on the Santa Fe by virtue of topping and bottoming the seniority rosters. This employee could not be forced to take engine service assignments even if he has exercised his acquired seniority to work on former Santa Fe territory. Wherever this employee is working, he is considered to be a pre-November 1, 1985 employee.

B. Force assignment selections will be made by assigning trainmen/yardmen who established seniority on or after November 1, 1985 (based on their hire-out date in the ground service crafts on either the former BN or the former Santa Fe), in reverse seniority order, working in the prior rights district(s) where the LETP class position arises, except an employee who has transferred for the sole purpose of continuing to work and not be furloughed on the prior seniority district will not be required to accept locomotive engineer training on the new seniority district provided that the employee has a request in to return to his prior seniority district when seniority permits. (It is understood that this exception will only apply to employees who would have otherwise been furloughed and not to

employees who, under nonforfeiture circumstances, exercise their extended seniority. It is also understood that an employee who has transferred under these circumstances may choose to enter the LERP at the new location.)

Article 3

This agreement shall be immediately effective upon its full execution, and may thereafter be changed by consent of all signatory parties (or their successors or designees) or in accord with the mechanism set forth in Section 6 (and related Sections) of the Railway Labor Act, dealing with the handling of "major disputes."

Signed and accepted at Fort Worth, TX this 1st day of December, 1998

for UNITED TRANSPORTATION UNION for THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

S. F. Holden 11-23-98
General Chairman UTU

Milton Sigel 11/23/98
Assistant Vice President - Labor Relations
[Signature]
General Director - Labor Relations



Wendell Bell
General Director
Labor Relations

BNSF Railway Company
P.O. Box 961030
Ft. Worth, TX 76161-0030
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Ft. Worth, TX 76131-2800
phone: 817 352 1028
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wendell.bell@bnsf.com

September 9, 2005

Mr. W. E. Young, GC
United Transportation Union

Dear Mr. Young:

This letter will confirm our discussion today about the meaning and application of the December 1, 1998 Memorandum of Agreement concerning promotion of trainmen/yardmen to the Locomotive Engineer Training Program ("LETP").

We have agreed that Article 1, Section B, paragraph 1 will hereafter read as follows:

1. A. Qualified trainmen/yardmen, in seniority order, who are working at the local source of supply where the LETP class position arises. "Qualified", in the previous sentence, means that the LETP bidder would not have to make familiarization or qualifying trips at that location in order to mark up as a trainman/yardman (for example, Winslow, Arizona).
- B. Trainmen/yardmen, in seniority order, who are working within the geographical bounds of the former prior rights seniority district where the LETP class position arises (for example, the old Arizona Division).

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

Accepted:

General Chairman - UTU

utletpselloc/9.9.05

United Transportation Union
GENERAL COMMITTEE OF ADJUSTMENT
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY
(COAST LINES)



W. E. Young
General Chairman

R. B. VanNeman
First Vice-Chairman

T. H. Botts
Second Vice Chairman

A. W. Grossweiler
Third Vice-Chairman

D. L. Young
Secretary

Suite B 5
12465 Mills Ave
Chino, CA 91710
Telephone (909) 548-2006
FAX (909) 548-2007


November 11, 2005


Gene L. Shire, General Director
Of Labor Relation
Burlington Northern Santa Fe Railway Co.
P.O. Box 961030
Fort Worth, TX 76161-0030

Mr. Shire:

My interpretation of Article 1 (a) and (b)(1)(2)(3) as amended by the September 9, 2005 letter signed by myself and Wendell Bell, that states qualified trainmen/yardmen in seniority order, who are working at the local source of supply where the LETP class position arises does not include previously promoted BNSF engineers.

It is the position of the UTU-Enginemen that there is neither provision nor historic precedent for engineers already promoted on one seniority district to enroll in the Locomotive Engineer Training Program. The carrier already posses a vehicle allowing engineers on one seniority district to transfer to another engineer seniority district without the need of the LETP.


UTU General Chairman
Coast Lines


UTU-E General Chairman

FIREMAN TRAINING AGREEMENT

As Amended 11-20-93

A.T. & S.F. RAILWAY

WESTERN REGION (FORMER COAST LINES).

**UNITED TRANSPORTATION UNION
ENGINEMEN'S COMMITTEE**

**C.D. DAVIS
GENERAL CHAIRMAN**

**F.O. WADE
SENIOR VICE CHAIRMAN**

**J.R. ENGLAND
SECRETARY OF THE COMMITTEE**

This Training, Promotion and Seniority Agreement is entered into between The Atchison, Topeka and Santa Fe Railway Company and its Engine Service employees represented by the General Committee of Adjustment of the United Transportation Union (Enginemen).

I. Training and Promotion

The purpose of this Agreement is to modify and amend the formal program for the training and qualifying of locomotive engineers, which is in effect between the Carrier and the UTU(E) and to meet the immediate and continuing needs of the Carrier. The United Transportation Union (Enginemen's Committee) will cooperate in this program.

- A. A fireman ("engineer service trainee") shall be any person selected by the Carrier for the purpose of training to be a qualified locomotive engineer under existing collective bargaining agreements. Any employee who has entered or enters the engine service training program after October 31, 1985 will establish a fireman seniority date, strictly for purposes of an orderly transition to the craft of locomotive engineer. The use of this seniority date is strictly limited by and subject to the conditions set forth in Article XIII of the October 31, 1985 UTU National Agreement. Thus, employees who entered or enter engine service after October 31, 1985, shall have no right to work as firemen or to hold firemen's positions.
- B. Recruitment, selection, employment, and training will be without regard to race, creed, color, religion, national origin, age, sex, or handicap.
- C. Selection of engine service candidates will be made by the Carrier subject to the Carrier's legal obligations.
- D. Training Program
 1. The training program shall consist of classroom instruction and on-the-job training as determined by the Carrier. As necessary, classrooms, books, materials and instructions shall be furnished by the Carrier.
 2. Examinations will be prepared and administered by the Carrier.
 3. The training program and any intended substantial changes therein shall be reviewed from time to time by the designated carrier representative and the UTU(E) General Chairmen.
 4. The UTU(E) General Chairmen shall be furnished the name, address, and date placed in training of each engine

service trainee entering the training program, and upon a completion of the program, the UTU(E) General Chairmen will be furnished confirmation of promotion.

5. An engine service trainee, who after starting the training program is unable to continue the training due to illness which has been verified by a physician or approved leave of absence will not be regarded as having failed provided that upon return the candidate immediately reenters the training program. The decision as to whether the employee must start the program from the beginning or at another point in the training will be made by the designated carrier representative. The UTU(E) General Chairman will be advised of this decision.
6. Adequate records of engine service trainees' on-the-job and classroom training progress shall be maintained by the Carrier and reviewed with the UTU(E) General Chairmen on their request.

E. Expenses

1. If not otherwise provided for by the Carrier, engine service trainees will be reimbursed for reasonable and necessary travel, lodging and meal expenses incurred while they are engaged in orientation and classroom training prior to establishing engineer seniority as follows:

a. Lodging

- (1) Trainees will be eligible for lodging provided the home point of a new hire or regular employee's assignment and the point where the employee's residence is maintained each exceed a thirty (30) mile radius from the location where the training program is conducted.
- (2) If the employee's residence or regular assignment is not outside the 30 mile radius, the Carrier still may provide lodging if in the opinion of the instructor the trainee would benefit scholastically. In that case, the Carrier will provide a meal allowance under section Eb(1) of this Agreement as well as lodging.

b. Meals

- (1) A trainee provided lodging will be allowed \$18.00 per day meal allowance for each day in attendance in the classroom and simulator

portions of the training program unless lunch is provided by the Carrier. If lunch is provided, the meal allowance will be \$12.00 per day.

- (2) A trainee not provided lodging will be entitled to a meal allowance of \$6.00 per day for each day in attendance in the classroom and simulator portions of the training program unless lunch is provided by the Carrier.
- (3) Meal allowances are subject to future general wage increases.

c. Travel

- (1) A trainee provided lodging will be allowed the same rate per mile generally allowed other employees, calculated by the most direct route to and from the home point of the new hire or regular employee's assignment or extra board location to the location where the training program is conducted.
- (2) Trainees undergoing on-the-job training shall receive travel expenses, lodging accommodations or allowance in lieu thereof and meal allowance as provided under the applicable UTU(E) agreement.

F. Compensation

1. Employees entering operating craft service after October 31, 1985 will be compensated as follows:
 - a. For each week of training the employee will be paid a weekly rate of \$680.00 which will be subject to future wage increases. This payment shall cover all time consumed in the training program. To receive the full rate, the engine service trainee must be available a full seven (7) days per week. An engine service trainee may not be absent without permission from the designated local supervisor or classroom instructor. One seventh of the weekly training rate will be deducted for each day in the calendar week an engine service trainee is not available, provided that no deduction will be made for days on which training is not scheduled.
 - b. Engine service trainees in the training program will receive the benefits under the applicable Health and Welfare Program(s) as may be in effect

and under National Vacation Agreements currently in effect.

2. Employees who entered operating craft service prior to October 31, 1985 will be compensated as follows:
 - a. For each week of training the employee will be paid a weekly amount equal to 90 percent of the employee's regular average weekly earnings in the previous six months (excluding penalty payments, and any extraordinary payments such as signing bonuses, lump sums, and moving/real estate lump sums), but not less than \$800 per week. One seventh of the weekly training rate will be deducted for each day in the calendar week an engine service trainee is not available of his/her own volition, provided that no deduction will be made for days on which training is not scheduled.
3. Employees who enter engine service training who have vacation scheduled during the training program will be allowed to reschedule their vacations, if possible, following the training program. If there is insufficient time remaining in the year for vacation or if the demands of service require the employee to work, the employee will be paid for ungranted vacation.

G. Completion of the Training Program

1. An engine service trainee's failure to pass any of the initial examinations will result in the trainee's failure and termination from the training program.
2. If an engine service trainee fails either one or both of the required final examinations the employee will be given a second opportunity to pass the final examination(s).
 - a) The second examination must be taken no earlier than thirty (30) days and not more than ninety (90) days following failure of the first examination. The second examination will be held at the same point as the first examination if practicable or unless otherwise mutually agreed upon.
 - b) While waiting to make the second attempt at passing, the engine service trainee will not be compensated or allowed any expenses as an engine service trainee under this Agreement, but will be permitted to sit in on any classroom instructions given to other engine service trainees.

- c) While waiting for and taking the second examination, an engine service trainee may exercise seniority (if retained), in the trainee's prior craft.
 - d) An engine service trainee's failure to pass either of the final examinations on the second attempt will result in the trainee's failure and termination from the training program.
- 4. Upon successful completion of the final examinations, the engine service trainee will return to the home territory and at the discretion of the Carrier continue on-the-job training prior to making the home district territory qualification trip. If the employee is unable to qualify, the employee will be terminated from the engine service training program.
 - 5. Upon such certification, the Carrier shall supply the UTU(E) General Chairman with the names of the engine service trainees so certified and the date of the certification.

H. Establishment of Seniority


- 1. An engine service trainee who successfully passes both final examinations on the first attempt will be assigned a graduation date by the Training Center. This date will be the Saturday following the week in which the exams are passed. Provided that the employee successfully completes district territory qualification, this will be the employee's locomotive engineer seniority date.
- 2. An engine service trainee who fails to pass the final examination(s) on the first attempt and pass on the second attempt will be assigned a graduation date by the Training Center in relative seniority order among those making the second attempt and below all engine service trainees in the same class who passed both final examinations on the first attempt.
- 3. Employees who are certified locomotive engineers at the time they are employed and are subsequently promoted ahead of engine service trainee(s) their senior, will be considered to have established seniority dates as engineers below all senior engine service trainees who are in training at the time and subsequently pass promotion on the first or second attempt.

II. Exclusive Representation

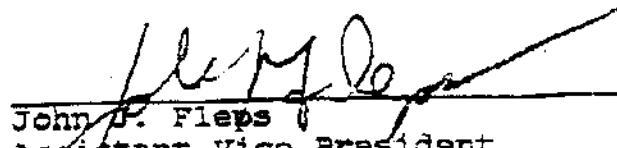
The United Transportation Union (Enginemen's Committee) is and shall be recognized as the exclusive collective bargaining representative for employees in connection with the negotiation, interpretation, or administration of any agreement governing the engine service employee training program. This Agreement supersedes existing agreements relating to the training, qualifying and promotion of firemen represented by the UTU(E) only to the extent set forth herein.

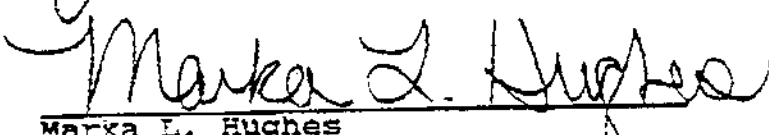
DATED this 20th day of November, 1993, at Schaumburg, Illinois.


For the General Committee
of Adjustment:


C. D. Davis
General Chairman
United Transportation Union (E)

For the Carrier:


John P. Fleps
Assistant Vice President
Labor Relations


Marka L. Hughes
Manager - Labor Relations


Milton E. Siegel, Jr.
Manager - Labor Relations

Questions and Answers

1. Q. Is the seniority of fireman employed prior to October 31, 1985 affected by this agreement?
A. NO

2. Q. Does Section I(A) of this agreement change any portions of the UTU October 31, 1985 National Agreement, Article XIII, Section 3(1)?
A. NO

3. Q. Under Section I(F)(3) of the November 20, 1993 agreement, would a trainee be paid ungranted vacation earnings for vacation not taken in addition to other earnings?
A. YES

4. Q. When a trainee is in training at the time annual vacations for the following year are being scheduled, under what craft will the trainee be scheduled for a vacation?
A. The trainee will be scheduled in the last craft worked prior to commencing engine service training.

November 22, 1993

Mr. C. D. Davis, General Chairman
United Transportation Union(E)
1866 Wilson Avenue
Upland, California 91786

Dear Sir:

This confirms our understanding in connection with the Training, Promotion and Seniority Agreement between the parties dated November 20, 1993.

As we discussed, if a trainee in on-the-job training consistently works seven days per week, the trainee will be allowed to lay off without a deduction in pay. This to be accomplished by the trainee's general chairman contacting Labor Relations. Layoffs will not exceed one day per week or two days per half month.

Yours truly,



John J. Fleps
Assistant Vice President
Labor Relations

22\03

November 22, 1993

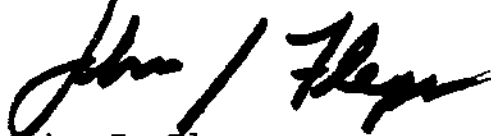
Mr. C. D. Davis, General Chairman
United Transportation Union(E)
1866 Wilson Avenue
Upland, California 91786

Dear Sir:

This confirms our understanding in connection with the Training, Promotion and Seniority Agreement between the parties dated November 20, 1993.

As we discussed, with the implementation of the agreement, we will adjust retroactively the seniority of Valley Division Engineer W. H. Truscott to conform with this agreement.

Yours truly,

A handwritten signature in black ink, appearing to read "John J. Fleps". The signature is written in a cursive style with a large, sweeping flourish at the end.

John J. Fleps
Assistant Vice President
Labor Relations

22\03



The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road
Schaumburg, Illinois 60173-5360

December 14, 1993
42-2200-60


Mr. C. D. Davis
General Chairman
United Transportation Union (E)
1866 Wilson Avenue
Upland, CA 91786

Dear Sir:

If the following accurately reflects what we agreed to in our discussions in connection with the UTU (E) Training, Promotion and Seniority Agreement between the parties dated November 20, 1993, please signify by signing below and returning to me:

Engine service trainees will be entitled to meals en route allowances as they apply to pre-November 1, 1985 locomotive engineers when participating in on-the-job training as a locomotive engineer. In order to be paid a meals en route allowance when one is due, an engine service trainee must claim the appropriate code, Code 09 or Code 41, as applicable on the regular working ticket.

Very truly yours,


John J. Fleps
Assistant Vice President
Labor Relations

ACCEPTED:



General Chairman, UTU (E)

Save on Du!



Date: May 6, 1998

To: All South Lines Crew Management Technicians
All South Lines Crew Management Coordinators
All South Lines Exempt Staff

From: WF McGinn

Subject: Experience Matrix

As a reminder and to clarify the process, all be sure you have a clear and complete understanding of how the experience matrix policy works. The policy is restated as follows:

1) Road Foremen of Engines will provide Crew Management with the names of locomotive engineers who will fall under the guidelines of the experience matrix process. All Crew Technicians and Coordinators must be aware of who these individuals are.

2) When a locomotive engineer identified on the list provided by the Road Foreman of Engines is to be called for duty, the seniority date of the conductor, as well as the seniority date of the engineer must be determined. When the total seniority of these 2 employees is less than 1 year, the experience matrix must be strictly followed.

A copy of the experience matrix process is attached, as well as a question that must be asked all locomotive engineers who are placing seniority moves as to their compliance with Rule 100.4 of the BNSF Air Brake and Train Handling Rules.

This issue is of extreme importance due to the number of new people hired in recent months. All addressed please take a minute to review and completely understand the attached matrix. If there are any questions about the proper handling of the experience matrix, contact a manager for clarification.

INTEROFFICE MEMO

FOR 1-Year Operating Seniority on all train calls. Follow Matrix.

For each engineer placing a seniority move to another district or line segment the crew tech MUST ask:

"Are you in compliance with Rule 100.4 of the BNSF Air Brake and Train Handling Rules"

If the answer is "yes," allow the seniority placement. If the answer is "NO" refer them to the Road Foreman of Engines prior to being allowed to mark up and protect this position. Wait upon instruction from RFE. If necessary, place COML comment that MC N-Rule 100.4 while on bump board. If answer is NO, we MUST immediately leave a memo email for the Roadforeman with this information!

100.4 Familiarization Trips

A certified train service engineer who has not worked in assigned territory in any capacity must make a familiarization trip(s) with a qualified train service engineer pilot to the territory.

A certified train service engineer who has not worked in assigned territory in any capacity during the previous 12 months may make a familiarization trip(s) with a qualified train service engineer pilot to review the territory.

In both instances:

1. A trainman assigned to work on board the consist locomotive may serve as pilot, provided he or she is currently a certified train service engineer and is qualified on the territory.
2. Supervisors of locomotive engineers will determine:
 - a. The number of required familiarization trips
 - b. If and when an engineer is qualified.
3. Pilots not certified as train service engineers are required for branch line or transfer assignments when the speed is 10 MPH or less.
4. No familiarization trips are required for yard

BNSE



GENE L. SHIEZ
General Director Labor Relations

Burlington Northern Santa Fe

2600 Lou Menk Drive
P.O. Box 941030
Fort Worth, Texas 76161-0030
(817) 352-1078

Mr. J.F. Holden
General Chairman UTU
Suite 112
2110 East First Street
Santa Ana, CA. 92705

November 12, 1998

Dear Mr. Holden,

This is in response to our conversation earlier this week concerning my interpretation of the term "reverse seniority order."

Traditionally and historically, we have handled employees that you represent in "seniority order." That is to say, for example, the "senior" applicant for a job, for a vacation period, etc., would be selected. Therefore, "seniority order" means that the senior employee goes first, the next senior next and so forth. In my estimation, then, "reverse seniority order" means the reverse of seniority order. For example, in seniority order, the senior applicant is chosen, in reverse seniority order, the junior employee is chosen.

This seems to be a fairly basic tenant in labor relations. I have to wonder why anyone would question it or take an opposite position.

Sincerely,

BNSF

MILTON H. SIEGELE, JR.,
Asst. Vice President - Labor Relations

Burlington Northern Santa Fe

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level
Fort Worth, TX 76131
Phone: 817-352-1068
Fax: 817-352-7319

December 3, 2003

Dear UTU General Chairmen:

As we discussed with you over the last couple months, BNSF will modify the locomotive engineer training program beginning on January 1, 2004. We are very excited about our new competency-based program that should produce an even better qualified locomotive engineer than we produce today. As we get closer to the transition date, we have identified a few more tweaks that will be necessary to match up with the new, improved format. Following is a brief summary of these tweaks.

Under the existing training program, the second examination must be taken no earlier than thirty (30) days and not more than ninety (90) days following failure of the first examination. The second examination must be held at the same point as the first examination if practicable. Since the 1st attempt at final written exam will be given at the end of the 6th week of new competency-based program, we will have to interrupt the locomotive engineer candidate's on the job training (OJT). This just doesn't make sense because a locomotive engineer candidate could easily lose three or four days of valuable OJT.

On the former Santa Fe Eastern and Western Lines and former Santa Fe Coast Lines, locomotive engineer candidates are not allowed to remain in "paid" student status during this period. For them to receive compensation, they must exercise seniority to a ground position. To address these flaws, we intend to take the following approach with the new competency-based program:

The second examination must be taken no earlier than Monday and not later than Friday of the 21st week after the beginning date of the respective class. The second examination will be held at the same location as the first examination if practicable or unless otherwise mutually agreed upon.

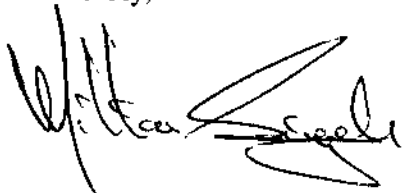
A second issue involves the skill performance evaluation. The current, time-based training program for locomotive engineer candidates, requires a passing evaluation score of 70% composite of four simulated runs. This will not be a requirement in the new, improved competency-based program. Instead, the respective Division Supervisor of Locomotive Engineers (DSLE) or the Road Foreman of Engines (RFE) will accomplish the final skill performance evaluation at a trainee's district territory location with an on-board train ride. The previous requirement for a 2nd attempt if the trainee failed his/her first simulator evaluation was the same as a written failure. It allowed for a 2nd attempt to be given no sooner than 30 days or longer than 90. The new competency-based program will require the 1st attempt by an on-board train ride to occur during the 20th week if practicable. Since we will not be utilizing a passing simulator score as part of successful criteria for passing, we will adopt the following approach:

An engine service trainee will be given an on-board skill performance evaluation by his/her respective DSLE or RFE during the 20th week of OJT if practicable. If the trainee fails the first attempt, he/she will remain in OJT and be given a second attempt no earlier than 30 days and not more than 90 days from the date of the first failure.

An engine service trainee's failure to pass written or skill performance examinations on the second attempt will result in the trainee's failure and termination from the training program.

Again, we are extremely excited about our new competency-based training program for locomotive engineer candidates. We greatly appreciate the significant input you have provided already, and we look forward to your on-going input as we move forward. As you have ideas about how to further improve our training program for locomotive engineer candidates, please feel free to contact John Quilty (817-352-1589) or Ron Toliver (913-319-3960).

Sincerely,

A handwritten signature in black ink, appearing to read "John Quilty", written over a horizontal line.

Cc: Greg Stengem
John Quilty
Ron Toliver
Wendell Bell
Randy Luther
Gene Shire
Marka Hughes
George Smallwood
Roger Boldra
Rob Karov

BNSF



MARKA HUGHES
General Director-Labor Relations &
TY&E Compensation Systems

The Burlington Northern
and Santa Fe Railway Company

P. O. Box 96130
2600 Lou Menk Dr.
Ft. Worth, TX 76131-0030

Phone (817) 352-1082
Fax (817) 352-7653
E-mail marka.hughes@bnsf.com

January 4, 2005

General Managers
Directors of Transportation
Directors of Administration
Labor Relations Ops
TY&E Compensation Systems

Subject: Meal compensation for Locomotive Engineer Trainees governed by the Santa Fe collective bargaining agreements

Following is the original language in Article 1, Section E (b) of the 1993 UTU-E Locomotive Engineer Training, Promotion & Seniority agreements on the former SF concerning meal allowances for orientation and classroom:

b. Meals

- (1) A trainee provided lodging will be allowed \$18.00 per day meal allowance for each day in attendance in the classroom and simulator portions of the training program unless lunch is provided. If lunch is provided, the meal allowance will be \$12.00 per day.
- (2) A trainee not provided lodging will be entitled to a meal allowance of \$6.00 per day for each day in attendance in the classroom and simulator portions of the training program unless lunch is provided by the Carrier.

As of December 1, 2004 the increased meal allowances are as follows:

b. Meals

- (1) A trainee provided lodging will be allowed \$24.27 per day meal allowance for each day in attendance in the classroom and simulator portions of the training program unless lunch is provided. If lunch is provided, the meal allowance will be \$16.03 per day.
- (2) A trainee not provided lodging will be entitled to a meal allowance of \$8.24 per day for each day in attendance in the classroom and simulator portions of the training program unless lunch is provided by the Carrier.

Since these expenses are paid on monthly expense accounts through the general managers' offices, please handle accordingly.

Please direct questions concerning this change to me.

united transportation union
Burlington Northern & Santa Fe Railway General Committee of Adjustment GO-245



K.C. Wallace, 1st Vice Chairman
B.M. Drummond, 2nd Vice Chairman
V. Peters, 3rd Vice Chairman

8250 West 80th Avenue, Units 7 & 8
The Meadows Centre
Arvada, Colorado 80005
Phone: (303) 420-1848
January 21, 2004

D.D. Muhleisen, 4th Vice Chairman
T.P. Engler, Secretary

M.H. Siegele, AVP Labor Relations
Burlington Northern & Santa Fe Railway
P.O. Box 961030
Fort Worth, TX 76161-0030

Re: Locomotive Engineer Training Program

Dear Sir,

This office has learned that the Carrier recently changed the accepted program for training locomotive engineers on this property. Specifically, we are informed that the trainee is now required to spend the initial six weeks at the Overland Park, KS training center, and that the overall length of the program has been shortened by two weeks.

Article III(C) of the July 19, 1972 UTU Training Agreement reads as such:

"The training program and any intended substantial changes therein shall be reviewed from time to time by the Carrier representative and the UTU(E) General Chairmen."

It is our opinion that these changes are of a substantial nature and would thus require a review and agreement between the parties before implementation. I am also unaware of any communication between our offices wherein providing notification of these changes or requesting to meet. The only advance knowledge of this action was a brief mention of a proposed change to the program that was verbally conveyed to the attending General Chairmen at our meeting September 25, 2003 in Fort Worth, TX.

We must therefore view these actions as arbitrary and in violation of the agreement. We furthermore request that such changes be revoked until such a time that we may discuss and reach an equitable agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'R.S. Knutson', is written over a horizontal line. The signature is stylized and cursive.

R.S. Knutson
General Chairman

cc: General Chairmen, BNSF RY
Local Chairmen, GO-245

Section: Engineer Certification & Part 240 Compliance

ENGINEER CERTIFICATION & Part 240 COMPLIANCE

Federal regulations (49 CFR Part 240.119) do not permit an individual to be certified as a locomotive engineer if that person has an active substance abuse disorder. If a certified engineer has been determined to have an active substance abuse disorder, their certification shall be suspended. (1)

The following table sets out the periods of ineligibility for engineers and engineer candidates who have violated 49 CFR 219.101 (under the influence or impaired by drugs or alcohol) or 219.102 (prohibition on abuse of drugs). If the Federal violation is based on a test however, an alcohol test results is evidence that can be used to prove a 219.101 violation because it can show an on-duty use; a drug test result is evidence that can only show a 219.102 violation because it does not provide evidence of an on-duty violation by itself.

This table is a guide and does not supercede the Federal regulations. Authority to de-certify rests with the (insert name of your company's department) on the Federal regulations 49 CFR Part 240.

	Violation	Certification Review Timeframe	Conditions or Considerations	Ineligibility Period to Hold a Certificate
1	One (1) violation of 49 CFR Part 219.101	60 consecutive months prior to violation in question	N/A	9 months
2	Two or more (2+) violations of 49 CFR Part 219.101	60 consecutive months prior to violation in question	N/A	5 years
3	Alcohol test refusal 49 CFR Part 219.101	60 consecutive months prior to violation in question	N/A	9 months
4	One (1) Violation of 49 CFR Part 219.101	60 consecutive months prior to violation in question	One (1) Violation of 240.117 (e)(1)–(5) that occurred in past 36 months of each other	9 months (regardless of 240.117 ineligibility periods)
5	One (1) Violation of 49 CFR Part 219.101	60 consecutive months prior to violation in question	Two (2) separate violations of 240.117 (e)(1)–(5) that occurred within 36 months of each other	1 year

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6	One (1) Violation of 49 CFR Part 219.101	60 consecutive months prior to violation in question	Three 3 violations of 240.117 (e)(1) – (5) in a 36 month interval	3 years
7	One (1) violation of 49 CFR Part 219.101	60 consecutive months prior to violation in question	Co-worker report and waiver of investigation	During the evaluation and treatment period prescribed by the EAP
8	One (1) violation of 49 CFR Part 219.102 (i.e. positive Federal drug test result)	60 consecutive months prior to violation in question	N/A	During the evaluation and treatment period prescribed by the EAP
9	Two (2) violations of 49 CFR Part 219.102 (i.e. positive Federal drug test result)	60 consecutive months prior to violation in question	N/A	2 years
10	Three or more (3+) violations of 49 CFR Part 219.102 (i.e. positive Federal drug test result)	60 consecutive months prior to violation in question	N/A	5 years
11	Drug test refusal 49 CFR Part 219.102	60 consecutive months prior to violation in question	N/A	During the evaluation and treatment period prescribed by the EAP (also not permitted to perform hour of service for 9 months - 219.107)
12	A violation of 49 CFR Part 219.101 and 219.102 (during the same testing event)	60 consecutive months prior to violation in question	N/A	9 months

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13	A violation of 49 CFR Part 219.101 and .102 (separate testing events)	60 consecutive months prior to violation in question	N/A	3 years
14	Drug and Alcohol test refusal (same test event) (219.101 and 219.102)	60 consecutive months prior to violation in question	N/A	9 months
15	Reporting a DUI conviction within 48 hrs of the conviction per 49 CFR Part 240.111 (h): OR Failing a drivers license check - see below (2)	36 months prior to conviction	EAP determination of active substance disorder	During the evaluation period and until successfully completing the treatment period prescribed by the EAP and providing a Federal Return to Duty urine and breath sample that test negative.
16	Any Company A&D violation (other than a DUI) resulting from a Non-Federal testing event	N/A	N/A	None

(1)

In the event an employee violates 49 CFR Part 219.101 or 49 CFR Part 219.102 or has a DUI conviction but, is not actively performing the duties of a locomotive engineer but holds a current locomotive engineer certificate, that employee's violation or DUI will be taken in to consideration in determining the employee's eligibility to currently hold a locomotive engineer certificate.

(2)

- A conviction for, or completed state action to cancel, revoke, suspend or deny a motor vehicle drivers license for operating a motor vehicle while under the influence of or impaired by alcohol or a controlled substance OR
- A conviction for, or completed state action to cancel, revoke, suspend or deny a motor vehicle drivers license for operating a motor vehicle for, refusal to undergo such testing as is required by law when a law enforcement official seeks to determine whether a person is operating a vehicle under the influence of alcohol or a controlled substance.