

UP-SP IMPLEMENTING AGREEMENT 4A

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY Co.

and

UNITED TRANSPORTATION UNION

1. The purpose of this agreement is to provide for expedited changes in services, facilities, operations, seniority districts and existing collective bargaining agreements to effectuate the trackage rights approved by the Surface Transportation Board in Decision No. 44 of Finance Docket No. 32760. The purpose is also to enable the company to provide effective competition to the combined UP-SP in corridors where such trackage rights have been granted, and to allow for integration of these trackage rights operations with other BNSF operations.

2. This particular Agreement covers immediate operations in the Stockton - Keddie corridor only. The trackage from Stockton to Keddie is a trackage rights operation, covered by the Norfolk & Western Conditions.

IT IS AGREED:

Article 1 - Seniority Districts

Section 1

The territory is added to the following seniority district:

Stockton to Keddie:

Valley Division Seniority District

Section 2

A. Stockton is established as the home terminal for the operations in this corridor. Except as provided in this Section, Keddie will be the away from home terminal.

B. The carrier may establish a Conductors' extra board at Stockton in accordance with existing agreements. This extra board will protect extra service in this trackage rights territory.

C. When it is anticipated that the conductor's extra board at Stockton will be exhausted, that conductor's extra board may be augmented by the conductor's extra board at Richmond, or, if exhausted, by the trainmen's extra board at Richmond. When the Conductors' extra board at Stockton is augmented, it will be augmented on a one round trip (or tour of duty) basis. At the completion of one round trip (or tour of duty), the augmented employee will be released.

D. When Klamath Falls crews, destined to Keddie, are relieved at or south of Almanor, the first out Stockton crew at Quincy may be used. When so used, the Stockton crew will be transported to the train and handle it through Keddie, without release, and handle the train on to Stockton. Stockton crews used in this manner will be paid actual miles transported and run north of Keddie with a minimum of 25 miles.

When Stockton crews, destined to Keddie, are relieved at or north of Camp Rodgers, the first out Klamath Falls crew at Quincy may be used. When so used, the Klamath Falls crew will be transported to the train and handle it through Keddie, without release, and handle the train on to Klamath Falls.

E. Due to weather and traffic circumstances at Keddie, there may be times when it is necessary to change crews in this operation at Crescent Mills. When crews are changed at Crescent Mills instead of Keddie, the Conductor will be paid 9 additional miles.

Section 3

The Santa Fe Schedule Rules covering trainmen on the Coast Lines, as modified and amended herein, will be applicable in the Stockton - Keddie portion of the operation.

Article 2 - Selection of Forces

Section 1

For the job assignments, preferences to assignments for the operation will be as follows:

At Stockton: Valley Division Seniority District

Article 3 - Supplements

The elements contained within this article are included strictly and only in exchange for the Organization's cooperation in expeditiously reaching a voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the respective protective Conditions. Since these elements go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they shall have no application, precedential value or persuasive force in any other setting, including failure of ratification.

Section 1

A. For a one year period after initiation of operations, any employee who is the successful bidder for one of the newly-established positions or is force assigned (and who must, but has not yet made a *bona fide* change in residence) will, for a 120-day period, be provided lodging at both the home and away from home terminals (except at their own home point) and actual expenses for meals with a maximum of \$40 per day, or \$80 per day if the employee elects to provide his own lodging. (Note: At Stockton, these allowances are only payable to employees who hold one of the new positions and use the company-provided lodging (whereby \$40 per day would be allowable) or provide proof of payment for lodging at Stockton (whereby \$80 per day would be allowable.)

B. For a one year period after initiation of operations, any train service employees who are successful bidders for such positions, or who are force assigned, and who must (and do) make an actual *bona fide* change in residence will receive all the benefits of the New York Dock moving benefits package (or a single payment of \$35,000 in lieu of all of the benefits of the New York Dock moving benefits package). Payments will not be made during the first 60 days after the initiation of operations. Employees who occupy permanent positions at Stockton on the 60th day can request moving benefits under the New York Dock moving benefits package. It is understood that the carrier will determine

the number of moving benefit packages available, but in any event moving packages will only be payable to employees who make *bona fide* moves, and such packages will not be offered after 1 year.

C. Any employees who are awarded, or force assigned to, these newly-established positions and who elect to receive the moving benefits will be subject to a two-year holddown running from the date they took the Stockton - Keddie assignment. If such employees are subsequently displaced, or if their pool turns are abolished, and they can't hold road service at Stockton, they may exercise their seniority to other road service on their seniority district; provided that, should they once again be able to hold a road service position at Stockton, they will have an automatic bid to that position.

D. Should the carrier cease operations on this new corridor, or if, during a three year period after initiation of operations, there is a sustained reduction in service on one or more of the new districts which causes the furlough of successful bidders, the affected employees who make an actual *bona fide* change in residence back to their former location or to a new location will receive all the benefits of the UTU Moving Benefits Package, signed on March 1, 1996.

Section 2

A. During a two year period following commencement of operations and when the Stockton pool freight board requires 4 or fewer turns, active employees in this pool shall earn a payroll period compensation guarantee of not less than the applicable Conductor extra board guarantee.

B. For Stockton-based employees, the amount of the employee's payroll period compensation guarantee may be prorated or reduced on the basis of 1/15 for each 24 hour period or portion thereof, when an employee lays off or is otherwise unavailable for service.

Section 3

A. Crews in this pool will be paid the following mileages:

Stockton - Keddie: 209

Overmiles on these runs will be paid as if these were Intraseniority District runs under the 1985 and 1996 National Agreements. Overtime thresholds will be computed on the basis of 193 miles.

B. The crews will be also be paid \$15.00 as district pay, in view of the particular and peculiar conditions that apply in this territory. This district pay will escalate with future general wage increases. The crews in this operation will also be paid for any time waiting for transportation after expiration of their time under the Hours of Service Law.

C. Instead of the usual meal period rules, the crews in this particular operation will not stop their train to eat.

D. The crews in this operation may, on an annual basis, elect to take an in lieu of lodging payment, rather than stay in the company-provided lodging at Quincy. The allowance shall be the same amount that is allowed, by agreement, in similar circumstances at Fresno. Choice of this option carries with it an obligation, on the part of the employee, to be available for, or make arrangements to readily receive calls, and to stay sufficiently close so as to be available for duty in a timely manner in all seasonal conditions.

E. For a one year period after initiation of operations, Held Away from Home Terminal payments shall be made on a continuous basis after the expiration of 16 hours.

F. Lodging at Quincy must, at a minimum, meet the standards of either of the applicable lodging agreements.

G. Standard lockers will be provided at the home terminal, and the largest feasible lockers will be furnished at Quincy.

Section 4

A. Nothing in this Agreement prevents the parties from addressing operations in this corridor on a local basis, including the matter of establishing assigned service.

B. Applicable schedule rules will apply to pool freight crews required by the company to attend formal investigations; however, a crew or member thereof in this service who is ordered by the company to appear for a formal investigation at a location not on their original seniority district will be compensated for the deadhead miles over the other seniority district whether or not the crew member receives discipline. However, to

the extent possible. formal investigations will be held at the home terminal of the employee(s) involved.

D. When it is necessary to transport crews to or from Keddie or Quincy, and winter weather driving conditions prevail, it is agreed that the route via Chilcoot and Portola will be used, rather than the route via Susanville.

E. The Superintendent and the involved union officials will confer as to the number and timing of necessary qualifying trips.

Article 4 - General

Section 1.

A. The parties will meet within 90 days of the implementation of this Agreement to review its operation.

B. Prior to the initiation of operation, the Superintendent(s) will meet with the affected local chairmen to confer on issues associated with this operation, obtain their input and utilize their expertise.

Section 2

A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All preexisting agreements that do not conflict with the terms of this agreement remain in full force and effect.

B. This implementing agreement is made pursuant to the Norfolk & Western Conditions (354 I.C.C. 605, 610-615) which, by this reference, are incorporated here.

C. Except as specifically provided, nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the Norfolk & Western Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

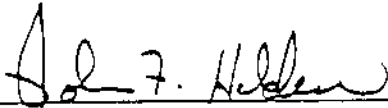
Section 3

This agreement will become effective upon 5 days' written notice from the carrier, after execution by the parties. It may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at _____ this _____ day of _____, 1997

for UNITED TRANSPORTATION UNION

for THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.



General Chairman



Director - Labor Relations

Vice President



Director - Labor Relations

BNSF

WENDELL BELL
General Director - Labor Relations

The Burlington Northern and Santa Fe Railway Co.



PO Box 961030
Ft. Worth, TX 76161-0030
2600 Lou Menk Dr., GL
Ft. Worth, TX 76131-2830
v: 817.352.1028
f: 817.352.7482

June 27, 1997

Mr. Jack Holden, GC
United Transportation Union

Dear Mr. Holden:

This letter will serve to confirm some understandings reached in connection with UP-SP Implementing Agreement 4A, which we initialed today.

1. It was understood that UTU is not, by reaching this Agreement, waiving any position concerning the application of the Hours of Service Law at Keddie/Quincy.
2. Keddie/Crescent Mills will be listed as a location where air pay and ETD pay may be applicable.

Sincerely,

A handwritten signature in cursive script, appearing to read "Wendell", written in black ink.

cc:

us4utgs:

6.27.97

BNSF



WENDELL BELL

General Director - Labor Relations

Burlington Northern Santa Fe

P. O. Box 961030
Ft. Worth, TX 76131-0030
2600 Lou Meak Dr.
Ft. Worth, TX 76131-2830
P: 817.352.1028 F: 817.352.7482 M: 817.939.8429
E-Mail: wendell.bell@bnsf.com

November 29, 1999

REGISTERED MAIL - RETURN RECEIPT REQUESTED

Mr. John Mullen, GC
Bhd. of Locomotive Engineers

Mr. Jack Holden, GC
United Transportation Union

Gentlemen:

This is Notice, served under Section 4 of the Norfolk & Western Conditions, of a change in the trackage rights in the Stockton - Keddie corridor.

Starting on about December 15, UP is going to introduce directional running along a portion of this corridor. Specifically, the route that the crews have used, over the former UP (WP) trackage, will become the preferred route for northbound trains. Under a change in the trackage rights arrangement with UP, the preferred route for southbound trains will be over the existing route to Binney Junction, just north of Marysville, and then over the former SP's Dunsmuir Subdivision through Marysville and Roseville, and then over the former SP into Stockton. After this change, the southbound run will be six (6) miles longer than the northbound run.

If further discussion of this matter is needed, please give me a call.

Sincerely,

Cc: Mr. Steve Smith - Please post "on bulletin boards convenient to the interested employees of the railroad," advising when and where accomplished.