

MEMORANDUM OF AGREEMENT
Between
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY
COMPANY
And The
UNITED TRANSPORTATION UNION

Long Pool

1. A pool of conductors may be established and maintained at Needles and Bakersfield, CA., pursuant to current schedule rules, sufficient to man certain service between those two terminals through Barstow, CA. The service subject to the pool established herein is described in Section 5 of this Agreement. At each terminal a crew board having a "primary" and "secondary" list shall be maintained that shall operate in the manner described below:

1.1 The primary list at each terminal shall be the list from which conductors shall be called, in turn, to work or deadhead to the other terminal (except as provided in Sections 3 and 4 hereof).

1.2 The secondary list shall be a list of conductors at the home terminal who have not advanced to the primary list.

1.3 Each conductor arriving at the home terminal shall be placed at the bottom of the secondary list.

1.4 Each conductor arriving at the away-from-home terminal shall be placed on the bottom of the primary list.

1.5 The number of home terminal conductors (i.e., "quota") that shall normally be on the secondary lists at Needles and Bakersfield shall be initially determined and later changed (from time to time as service requirements and crew availability changed) by the Division Superintendent or designated Carrier Officer, after conferring with the involved UTU Local Chairman, with immediate notification being given to all involved UTU Local Chairmen. This quota may be different at each terminal.

1.6 When an conductor arrives at the home terminal and thereby exceeds the "quota" for the secondary list, the first-out conductor on the secondary list shall be immediately moved to the bottom of the primary list. If an conductor arrives at the home terminal "out of turn," the turn shall be marked up in accordance with Section 1.3 as soon as the proper order of markup can be determined.

1.7 It is understood that if the designated Carrier Officer fails to maintain the proper equalization of work under this Section, upon demand of the designated Local Chairman, the proper adjustment shall be made in order to assure that this Agreement is properly applied.

Local Chairman, the proper adjustment shall be made in order to assure that this Agreement is properly applied.

EXAMPLES:

E-1 At Needles there are five long pool conductors assigned. The quota for the secondary list is three at that time. A Needles conductor ties up there when there are three conductors on the secondary list. The first-out conductor on the secondary list shall be immediately moved (i.e., marked up) to the bottom of the primary list since if this were not done, there would be four conductors on the secondary list (which would exceed the secondary list's quota).

E-2 At Needles, the primary list stands as follows at the time a decision is made to deadhead a Bakersfield conductor to the home terminal "out of turn" (in order to reduce the number of away-from-home-terminal crews):

- | | | |
|----|------------------|----|
| 1. | Needles Pool | #4 |
| 2. | Needles Pool | #5 |
| 3. | Bakersfield Pool | #3 |
| 4. | Bakersfield Pool | #8 |
| 5. | Needles Pool | #6 |
| 6. | Bakersfield Pool | #2 |

Bakersfield Pool #3 is called to "deadhead out of turn." It is understood that the term "deadhead out of turn" in this instance refers to out of turn in relation only to conductors with the same home terminal at the away-from-home terminal.

E-3 At Needles, the primary list stands as follows at the time a decision is made to deadhead a Bakersfield conductor (for the same reason as Example No. 2):

- | | | |
|----|------------------|----|
| 1. | Bakersfield Pool | #2 |
| 2. | Needles Pool | #4 |
| 3. | Needles Pool | #5 |
| 4. | Bakersfield Pool | #3 |

Bakersfield Pool #3 is then called to "deadhead out of turn" on the train on which Bakersfield Pool #2 is the working conductor. This "deadheading out of turn" pre-empts the usual "first conductor deadheads - second conductor works" principle.

2. The mileage on this interdivisional district service shall be equalized as follows to approximate 46% of the work to Bakersfield conductors and 54% of the work to Needles conductors.

3. Crew Management

3.1 Except as otherwise provided in this Agreement, long pool conductors shall be called on a first-in, first-out basis from the primary list at each terminal, provided the first-out conductor has had sufficient rest under the Hours of Service Law. If possible and when no other trains would be delayed thereby, the Carrier may delay the first-out conductor's call so that he may obtain sufficient rest and depart in proper standing (with timely notation to the proper crew board, line-ups, and the V.R.U. system). If the first-out conductor is not rested, the next following conductor that has sufficient rest shall be called. If there are no rested conductors on the primary list, the first-out rested conductor on the secondary list shall be called, with the understanding that an employee called off the secondary list shall not be disciplined account missing or refusing a call for service and shall retain his position on the secondary list. Should there be no conductor on either the primary list sufficiently rested or on the secondary list that is willing to go, then an extra conductor shall be called at the home terminal to operate for one round trip under the terms of this Agreement.

3.2 A long pool conductor whose rotation is affected by the provisions of Sections 3 and 4 shall be restored to proper turn (i.e., original rotation) at the next terminal if possible (if this is the away-from-home terminal and the conductor is not rested in time to be restored, restoration shall be accomplished at the home terminal, and so on until rested and proper restoration of turn is accomplished), if the conductor does not tie up at the final terminal in the same order-of-standing as in effect when first called at the home terminal. Each long pool conductor arriving at either terminal shall be marked up at the bottom of the applicable list based on their arrival time

3.3 When a long pool conductor is deadheaded out of one terminal via a mode other than a freight train, any question about being run-around by another long pool conductor, or vice versa, shall be determined on the basis of proper order at the initial terminal.

4. Deadheading Out of Turn

4.1 Long pool conductors may be called to "deadhead out of turn" from the away-from-home terminal, at any time after arrival, regardless of their standing in relation to at home conductors and the normal pool rotation, except that conductors must be called first-in/first-out in relation to other long pool conductors with the same home terminal. Deadheads shall be timely noted on the

crew board, line-ups, and the V.R.U. system. The term "any time after arrival" shall not deny the conductor the right to tie-up for rest as provided under existing Agreements.

4.2 When two long pool conductors are to be called for the same train (one to work and one to deadhead), if one of the conductors is not rested and the other one is rested, the rested conductor shall work the train and the unrested conductor shall deadhead. (Note the exception in E-3 following Section 1.7.)

5. This pool shall protect at least two trains per day in each direction.

5.1 The district miles for this service shall be:

| | |
|------------------------|-----|
| Bakersfield to Needles | 311 |
| Needles to Bakersfield | 315 |

5.1 It is intended that this pool shall initially cover the Willow Springs - Northbay / Northbay - Willow Springs trains. In the event one of these trains is off schedule by six hours or more, BNSF may, at its discretion, substitute another premium train in order to efficiently manage crews in the pool. Examples of such other premium trains would be, but not limited to, Willow Springs - Stockton / Stockton - Willow Springs, Willow Springs - Richmond, etc.

5.1.1 When a train is substituted in this pool, the lineup and V.R.U. system must indicate that the substituted train is going to be assigned to the long pool.

5.2 Additional trains may be added to this pool by service of a seven-day notice to the General Chairman and Local Chairmen involved.

6. Hours of service relief between Barstow and Needles, and between Barstow and Bakersfield, shall be handled pursuant to existing agreement provisions except as indicated below.

6.1 Should a long pool conductor be relieved at Barstow by a short pool conductor, the long pool conductor shall be transported to the objective terminal via highway.

6.2 If a westbound long pool conductor expires under the hours of service between Needles and Barstow, or if an eastbound long pool conductor expires under the hours of service between Bakersfield and Barstow, the hours of service relief conductor must come from the long pool established by this agreement.

7. If a long pool conductor expires under the hours of service law, the conductor shall be paid, on a minute basis, for all time consumed between the time the hours of service expired and the departure of transportation to the objective terminal.

9. Conductors in this service shall receive a Code 09 meal if on duty eight (8) hours or less, or a Code 41 meal if on duty in excess of eight (8) hours, for each service trip, or combined service trip.

10. Disciplinary hearings or investigations involving conductors in this interdivisional service will be held at their home terminal, except when the majority of the principals and witnesses who are to attend live at other locations.

11. Conductors in this service may advance their vacations so as to coincide with layover days at the home terminal.

12. Conductors in this service may be moved from one long pool train to another long pool train traveling in the same direction; however, long pool conductors shall not be moved from a long pool train to a short pool train.

13. Employees adversely affected as a result of the establishment of this service are entitled to the benefits described under Article IX, Section 7, of the October, 1985 National Agreement, with the understanding that there shall be no duplicating or pyramiding of protective benefits under this or any other agreement or condition.

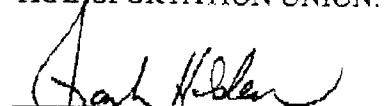
14. Except as specifically modified herein, all other Agreements and understandings concerning work performed between Needles, CA., and Bakersfield, CA., remain in effect.

Signed at Ft. Worth, TX., on _____, 1998 and effective _____, 1998

FOR THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.:

FOR THE UNITED TRANSPORTATION UNION:


Assistant Vice President Labor Relations


General Chairman


General Director

AGREED TO QUESTIONS AND ANSWERS

1. Q. Is it the intent of Section 1.7 that the designated Carrier Officer must make the proper adjustment immediately upon demand of the Local Chairman?

A. Yes. However, if the designated Carrier Officer fails to make the demanded adjustment in order to assure that the Agreement is properly applied, the General Chairman and the Labor Relations Department will meet immediately to determine whether or not the demanded adjustment is justified by the intent of the Agreement. If it is determined that the demanded adjustment was justified and the designated Carrier Officer failed to comply with the Local Chairman's demand, employees who have suffered a loss of earnings as a result thereof shall be made whole.

2. Q. When will the secondary list be adjusted?

A. The involved Local Chairman and the designated Carrier Officer shall have equal responsibility to monitor the secondary list. When it is determined that an adjustment is to be made to the list, it shall be done at 11:00 a.m. This information will be provided through the V.R.U. System and crew board line-ups.

3. Q. Are employees on the secondary list considered as being subject to call?

A. No. This does not preclude the Carrier from calling employees who are on the secondary list, however, such employees shall not be subject to disciplinary sanctions account missing a call or refusing a call while holding a position on the secondary list.

4. Q. Section 3.2 states that "...the Carrier may, without penalty, remove an conductor from the train for which called and place it on another train or deadhead it." Does this mean that an conductor may now be called for a service trip, actually perform service, deadhead to the distant terminal, and be paid only for the deadhead portion of the trip under Article VI of the 1985 National Agreement?

A. Section 3.2 is not intended to alter any pay rules; rather, it is designed to avoid any penalty payments. It is not intended to change existing understandings concerning compensation for service performed.

5. Q. Once an conductor is moved from the secondary list to the primary list, may that conductor be returned to the secondary list as a result of the application of the "restoration of turn" provisions or a change in the number of crews on the primary list?

A. No. Once an conductor is placed to the primary list, that conductor shall remain on the primary list.

6. Q. Section 4.1 allows the Carrier to deadhead crews out of turn. Does this mean that Management has the right to choose the crew to deadhead without regard to where that turn

stands in the pool?

A. No. Section 4.1 is designed to allow the Carrier to deadhead turns back to the home terminal rather than being required to deadhead the first-out turn in all cases. Also, this provision does not affect the order of call for turns with the same home terminal, nor does it totally eliminate "board runarounds."

For example, suppose that the crew board for this pool at Bakersfield stood as follows when it becomes necessary to deadhead a turn to Needles:

| | |
|------------------|---|
| Bakersfield Turn | 2 |
| Bakersfield Turn | 3 |
| Needles Turn | 3 |
| Needles Turn | 4 |

Under Section 4.1, Management may elect to deadhead Needles Turn 3 (the first-out Needles Turn) rather than Bakersfield Turn 1. If it is decided to deadhead out of turn, the term "out of turn" means out of turn in relation to turns with a different home terminal. In the above example, if Management called Needles turn 4 to deadhead out of turn, this would result in a board runaround of Needles Turn 3, but Bakersfield Turns 2 and 3 would not suffer a board runaround.

Section 4.1 does not eliminate terminal runarounds (departure in order of call). If Bakersfield Turn 2 is placed on duty for 1300 and Needles Turn 3 is called to deadhead out of turn (around Bakersfield Turn 3) for 1400, Bakersfield Turn 2 must depart the terminal ahead of Needles Turn 3. Otherwise there would be a terminal runaround.