

BNSF



AGREEMENT

Between

**THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY**

and its

**TELECOMMUNICATIONS DEPARTMENT
EMPLOYEES**

Represented by

**SYSTEM COUNCIL NO. 16
of the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

Effective April 1, 2004



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SCOPE

It is understood that this agreement shall apply to those who perform the work specified herein in the Telecommunications Department except where covered by other agreements on the effective date thereof.

PREAMBLE

The welfare of the Burlington Northern and Santa Fe Railway Company and its employees is dependent largely upon the service which the railroad renders the public. Improvements in this service and economy in operating and maintenance expenses are promoted by willing cooperation between the railroad management and its employees. When the groups responsible for better service and greater efficiency share fairly in the benefits which follow their joint efforts, improvements in the conduct and efficiency of the railroad are greatly encouraged. The parties to this Agreement recognize the foregoing principles and agree to be governed by them in their relations.

Whenever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases, and the singular form of words shall be read as the plural where appropriate.

Rule 1. HOURS OF SERVICE

(a) An eight (8) hour period shall, under provisions hereinafter set out, be the regular work day. Forty (40) hours (except in a week where a holiday occurs) shall, under provisions hereinafter set out, be the regular work week. Regular work day and work week hours shall be bulletined. All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules, or as may hereafter be established between the Carrier and the organization, shall be paid on the hourly basis. The accounting day for all employees will begin with the starting time of the first shift, which shall be the shift starting not earlier than 7:00 A.M. nor later than 8:00 A.M, unless local changes are agreed to by both the Carrier and the Organization.

(b) Subject to the exceptions contained in this agreement, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven is hereby established. The workweek may be staggered in accordance with the Carrier's operational requirements. So far as practicable the call day and rest days shall be Saturday and Sunday. The foregoing work rule is subject to the provisions which follow.

Overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays, or for changing shifts, shall not be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included

under existing rules in computations leading to overtime.

NOTE: The expressions "positions" and "work" refer to service, duties or operations necessary to be performed the specified number of days per week, and not to the work of individual employees.

(c) Five-Day Positions.

On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(d) Six-Day Positions.

Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(e) Seven-Day Positions.

On positions which are filled seven days per week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(f) Regular Relief Assignments.

All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees on the same roster in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(g) Deviation from Monday-Friday Week.

If in positions or work extending over a period of five days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph (c) of this rule, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, if the parties fail to agree thereon, and the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the grievance rule.

(h) Non-consecutive Rest Days.

The typical work week is to be one with two consecutive days off, and it is the Carrier's

obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraph (d), the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to paragraph (d) of this rule.
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
- (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief men may be given non-consecutive rest days.
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
- (7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
- (8) If the parties are in disagreement over the necessity of splitting the rest days on any such arrangements the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

(i) Beginning of Work Week.

The term "work week" for regular assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

(j) Rest Days of Furloughed Employees.

To the extent furloughed men may be utilized under applicable agreements or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

(k) Accumulation of Rest Days.

Rest Days on assignments at individual work locations or of employees assigned to crews may be accumulated by agreement between the Railway Company and the General Chairman.

An employee accumulating rest days may be required to work on one or both of his assigned rest days within the hours of his regular work day assignment for not to exceed ten rest days and when so required to work will be compensated at the straight time rate of the position occupied for work performed on rest days of such position within the hours of the regular work day assignment. When a maximum of ten rest days have been accumulated by the performance of work on assigned rest days at straight time rate, such an employee will be relieved for the number of rest days so accumulated or paid the difference between straight time rate and time and one-half rate for the hours worked on rest days at straight time rate. The employee relieving an employee who has accumulated rest days may be required to work on the assigned rest days of the position occupied while relieving such employee and when so required to work will be compensated in the manner provided for above.

Rule 2. SHIFTS, STARTING TIMES AND MEAL PERIODS

(a) When one shift is employed, the starting time shall not be earlier than 7:00 A.M. nor later than 8:00 A.M. unless local changes are agreed by both the Carrier and the Organization. Established starting time will not be changed unless forty-eight (48) hours' notice is posted in writing in advance of the change.

(b) Where two shifts are employed, the starting time of the first shift shall be governed by paragraph (a) and the second shift shall start not earlier than the close of the first shift and not later than 8:00 P.M. The spread of the second shift to consist of eight (8) consecutive hours including an allowance of twenty minutes for lunch within the limits of the fifth hour.

(c) Where three shifts are employed, the starting time of the first shift shall be governed by paragraph (a), the second shift not earlier than 3:00 P.M. nor later than 4:00 P.M.; and the third shift not earlier than 11:00 P.M. nor later than 12:00 midnight. Each shift shall consist of eight (8) consecutive hours, including twenty (20) minutes for lunch during the fifth or sixth hour after going on duty with no deduction in pay. This should not be construed as to permitting the overlapping of shifts.

(d) The time established for commencing and quitting work for all men on each shift shall be the same at the respective points.

(e) Except as otherwise provided in this agreement, the established meal period shall not be later than the close of the fifth hour of service. The length of the meal periods shall not be less than 20 minutes and not more than one (1) hour. Time and length of the meal period shall be arranged locally by mutual agreement.

(f) Employees required to work during or any part of the meal period, shall receive pay for the length of the meal period regularly taken at point employed at straight time and will be allowed necessary time to procure their meal (not to exceed thirty (30) minutes) without loss of time. This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction thereof.

Rule 3. OVERTIME ON REST DAY AND HOLIDAY SERVICE

(a) Except as otherwise provided in this agreement, service performed on an employee's assigned rest day and the following legal holidays, namely; New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas and New Year's Eve Day shall be paid for at the rate of time and one-half.

(b) In the Dominion of Canada, the following holidays will be observed in lieu of those above enumerated: New Year's Day, Good Friday, Empire Day, Dominion Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, Boxing Day and New Year's Eve Day and work performed thereon shall be paid for at the rate of time and one-half.

(c) If any of the foregoing holidays fall on Sunday, the day to be observed by State or Nation by proclamation will be considered the legal holiday and observed accordingly. In other instances the day observed uniformly over the Railroad will govern.

(d) Employees regularly assigned to work on holidays or those called to take the place of such employees will be allowed to complete the balance of the day unless released by their own request. Those who are called will be advised as soon as possible after vacancies become known.

(e) Service performed by a regular assigned hourly or daily rated employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

Rule 4. OVERTIME OUTSIDE BULLETINED HOURS

(a) For service rendered immediately following and continuous with the regular work

day hours, employees will be paid time and one-half on the actual minute basis with a minimum of one (1) hour for any such service performed.

(b) Employees shall not be required to render overtime service continuous with their regular assignment in excess of two (2) hours without allowance of twenty (20) minutes in which to eat without deduction in pay.

Employees shall not be required at any time to work overtime continuously in excess of six hours without being given twenty (20) minutes in which to eat without deduction in pay. Time taken for meals will not terminate the continuous service period and will be paid for up to twenty (20) minutes.

(c) Employees called or required to report for service and reporting but not used, will be paid a minimum of four (4) hours at straight time rates.

(d) Employees called or required to report for service outside of assigned hours and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes or less and will be required to perform only such service as called for or other emergency work which may have developed after they were called.

(Exception)--When service requirements make it necessary to assign an employee to commence work regularly each day in advance of the regular work day starting time, the minimum period shall be one (1) hour. Time and one-half shall be paid for this service on the minute basis, with a minimum pay allowance of one (1) hour.

(e) All time worked beyond sixteen (16) hours of service computed from the starting time of the employees' regular shift shall be paid for at rate of double time until relieved. When employees have been relieved and they desire to work their regular work period such period if worked will be paid for at straight time rates.

Rule 5. ROAD SERVICE

(a) Employees who are regularly assigned to road work or who are called for road service away from headquarters will be paid from time called to leave their headquarters, or tie up point (lodging facility) until their return for all service rendered exclusive of meal period in accordance with the practice at headquarters, and will be paid straight time for straight-time hours and overtime for overtime hours for all time whether working, waiting or traveling. Employees instructed by the Carrier to remain away from their headquarters on rest days and/or call days and not worked, shall receive an allowance of eight (8) hours at the straight-time rate for each day so held. If so held by Carrier away from their headquarters on rest days and/or call days and required to work they shall be paid in accordance with the overtime rules.

An employee who is working away from his crew headquarters point who, at his option, returns to his headquarters point by other than Carrier vehicle during his normal work week

rather than staying overnight in a lodging facility will be paid at the mileage rate established for all employees by the Carrier for the number of round-trip miles between the work location and headquarters point up to a maximum of 120 miles per day. Such employee will not be entitled to evening meal allowance on the day he leaves or breakfast meal allowance on the day he returns or lodging allowance for the night away from the work location.

An employee who is working away from his crew headquarters point who, at his option, returns to his headquarters point by other than Carrier vehicle at the end of his work week will be paid at the mileage rate established for all employees by the Carrier for the number of round-trip miles between the work location and headquarters point up to a maximum of 300 miles. Such employee will not be entitled to evening meal allowance on the day he leaves, meal allowance for the days off duty or breakfast meal allowance on the day he returns or lodging allowances for the three nights away from the work location. If, however, the employee returns on the evening prior to the start of his work week he will be allowed lodging expense for that day and breakfast meal allowance for the next day.

(b) If during the time on the road a man is relieved from duty where sleeping facilities are available and permitted to go to bed for five (5) or more hours, such relief periods will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.

(c) Crews shall not be disbanded and reorganized, nor positions abolished and re-bulletined for the purpose of avoiding overtime and travel pay under this rule. If regularly assigned positions are abolished and reestablished within 90 days, the former incumbents shall have the option of returning to such assignments, and all employees displaced will be allowed to move back to their former assignments.

(d) The regular assigned road men under the provisions of this rule may be used, when at headquarters, to perform shop work in connection with the work of their regular assignments.

(e) Where meals and lodging are not furnished by the railroad, or when the service requirements make the purchase of meals and lodging necessary while away from headquarters, employees will be paid actual necessary expenses. Receipts may be required for expenditures.

Rule 6. DISTRIBUTION OF OVERTIME

When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time. Records will be kept of overtime and men called with the purpose in view of distributing the overtime equally.

Rule 7. CHANGING SHIFTS

(a) Employees may be temporarily (not to exceed 60 days) changed from one shift to another by direction of management and will be paid overtime rates for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred. This shall not apply when shifts are changed in exercise of seniority, neither shall it apply to shift changes included in a regular relief assignment.

(b) An employee shall be considered as having changed shifts under this Rule, and shall be allowed time and one half for time worked on the new shift the first day of the change when he is required to work a shift other than his own. If he works a new shift two (2) or more days, he shall be paid straight time for straight time hours after the first day. If, after having worked two (2) days on a shift other than his own, he is returned to his old shift or any other shift, he shall then be paid time and one half for the first day on such old or other shift.

(c) In connection with (a) and (b) above positions will be filled by utilizing the relief position, volunteers, or the junior available employee consistent with service requirements. When relief positions or volunteers are relieving absences overtime pay for shift changes does not apply.

Rule 8. FILLING VACANCIES

(a) When an employee is required to temporarily fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate, but if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed except as provided in paragraph (c) of this rule.

(b) When an employee is used on work paying a higher rate of pay for four (4) hours or less in any one day, he will be paid the higher rate on the minute basis with a minimum of one hour; for more than four (4) hours in any one day, the higher rate will apply for that day.

(c) Should an employee be assigned to temporarily fill the place of a foreman, he will be paid his own rate, straight time hours, and overtime for overtime hours if greater than the foreman's rate; if it is not, he will get the foreman's rate. Said position shall be filled by employee from the respective roster.

Rule 9. EXERCISE OF SENIORITY

(a) The exercise of seniority to displace junior employees, which practice is usually termed "rolling or bumping," will be permitted when existing assignments are canceled, when displaced by a senior employee through the exercise of his seniority, or when headquarters points of existing assignments are changed. The employee affected must, within ten days of receipt of written notice either, place himself on an unbid position, or displace any junior employee on a

roster in which he has seniority. An employee whose seniority allows him to hold a position on BNSF and fails to exercise his seniority within the ten-day period, will be considered to have resigned. If an employee's seniority does not allow him to hold a position, he will be placed on furloughed status.

(b) When headquarters of a position are changed, the regularly assigned employee of such position will retain his rights to such position if desired, or may, at his option, elect to give up such assignment and exercise his seniority in the same manner as if position were abolished.

(c) Employees returning from a full time position with his Organization may displace any junior employee within the roster(s) in which he holds seniority.

(d) Employees exercising seniority under this rule will receive relocation benefits as provided for in Rule 22 (g).

Rule 10. PROMOTIONS

Department employees in service will be given preference for promotion to appointive supervisory positions relating to the craft.

Rule 11. PERMANENT TRANSFERS

An employee leaving his assigned position through the bulletin process will not be permitted to return to the position which he vacated through the bulletin process except upon a subsequent vacancy, or unless there are no other applicants for the position. In the event the employee is displaced from the new position or the new position is abolished, he may return to his old position if it has not been awarded. This rule does not apply if a senior employee has placed himself on the old position, or if his old position has been abolished.

Rule 12. LEAVE OF ABSENCE

(a) Except for employee assistance programs, physical disability, or government edict, leave of absence in excess of sixty (60) days in any twelve (12) month period shall not be granted unless by agreement between the designated officer and the General Chairman. Leaves of absences must be requested on the designated form and approved by the designated officer.

(b) The arbitrary refusal of a reasonable amount of leave of absence to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employees, is an improper practice and may be handled as unjust treatment under these rules.

(c) An employee who fails to report for duty at the expiration of leave of absence

shall be considered to have resigned, except that when failure to report on time is the result of unavoidable delay, the leave will be extended to include such delay.

(d) In cases of illness of employees, their names will be continued on the seniority roster. Should there be a dispute regarding the illness by any party, the procedure contained in Appendix I to resolve disputes between doctors shall be followed and the neutral doctors position shall be final and binding on the parties.

(e) Employees may return to work prior to expiration of leave of absence provided notice of not less than 24 hours is given to the Carrier.

(f) Employees accepting other compensated employment while on leave of absence without first obtaining permission from the designated officer and approved by the General Chairman shall be considered to have resigned, and their names shall be removed from seniority roster.

(g) Vacancies of more than 60 days created under this rule (if to be filled) will be considered permanent and bulletined in accordance with Rule 22. An employee returning from a leave of absence or after being reinstated, may resume his former position if it has not been abolished or taken by a senior employee through exercise of seniority. He may, before resuming duty or within ten (10) working days thereafter, exercise his seniority in accordance with Rule 9 (a) on any position bulletined to his roster during his absence. If his former position has been abolished or taken by a senior employee through the exercise of seniority, the affected employee must exercise his seniority in accordance with Rule 9.

(h) An employee who obtains permission to transfer to another craft, whether or not covered by this Agreement, which requires him to give up his seniority in his present craft, shall be considered on leave of absence for the time necessary to complete the probationary period for the new craft, after which both the leave of absence and seniority in his former craft under this Agreement shall automatically terminate. The transferring employee may return to and exercise seniority in the craft from which he transferred, only upon his involuntary failure to complete the probationary period.

(i) No leaves of absence shall be granted to attend school unless such schooling enhances an employee's value to the Carrier, based solely on the Carrier's judgment.

Rule 13. ABSENCE FROM WORK

In case an employee is unavoidably kept from work he will not be discriminated against. An employee detained from work on account of sickness or for other good cause shall notify his immediate supervisor as early as possible.

Rule 14. FAITHFUL SERVICE

(a) Employees who have given long and faithful service in the employ of the Company and who have become unable to handle heavy work will be given preference of light work in their classification.

(b) An employee who has become physically unable to continue to perform the work of the position occupied by him may, by agreement between the Carrier and the General Chairman, be given preference to such available work as he is able to handle at the rate of the position to be filled.

Rule 15. JURY DUTY

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight-time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(a) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(b) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(c) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(d) When an employee is excused from railroad service account of jury duty the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

(e) An employees assigned to second or third shifts will not be required to work on his assignment on days on which jury duty: (a) ends within four hours of the start of his assignment; or (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

(f) An employee assigned to first shift who is released from jury duty and four or more hours of his work assignment remain will immediately inform his supervisor and report for work if advised to do so.

Rule 16. WITNESSES

(a) Employees taken away from their regular assigned duties, on instructions of the Carrier, to attend court, inquest or to appear as witnesses for the Carrier at any investigation or hearing shall be furnished transportation and shall be allowed compensation equal to what would have been earned had such interruption not taken place.

This paragraph, in cases of disciplinary investigations, shall also include the duly authorized representative of the employee being investigated and witnesses whose presence has been arranged for with their supervisor.

(b) Employees who work their assignments for the day and are instructed by the Company to attend court, inquest, investigation or hearing as witnesses for the Carrier, outside of their regular assigned hours, shall be compensated at the straight time rate for actual time in attendance; computed from the time specified to report until released, with a minimum allowance of two hours, except that, if such attendance is required within one hour of the employee's regular starting time or within one hour of the time released from duty, such employee shall be compensated as if on continuous time at the straight time rate. The maximum allowance on any day under the provisions of this section shall be eight hours at the straight time rate of pay in addition to compensation for service performed on his assignment.

(c) Employees on vacation, leave of absence, or rest days shall be allowed eight hours' pay at the straight time rate of the position last previously worked for each day used under this section.

(d) Employees shall be reimbursed for any necessary actual expenses while away from the place of employment under the provisions of this section. Any fee or mileage accruing shall be assigned to the Carrier.

Rule 17. PAYING OFF

Employees will be paid during the regular working hours of the first shift, semi-monthly, except where existing State laws provide a more desirable paying-off condition. Where there is a shortage equal to one (1) day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage, if requested. Employees leaving the service of the Carrier will be furnished with a time voucher covering all time due within two working days after request is made or earlier when possible. When time and or expenses claimed by an employee are not allowed, he will be promptly notified in writing as to correction and reason therefor. The Carrier may elect to use direct deposit as the payment method for all payments.

Rule 18. REDUCTION IN FORCE

(a) If forces are reduced, the employees affected will exercise their seniority in

accordance with Rule 9. Employees exercising seniority under this rule will receive relocation benefits as provided for in Rule 22 (g). They will receive the rate of pay for the new position from the time they actually start work thereon.

(b) Not less than five (5) working days' notice will be given before forces are reduced or positions abolished. (See Emergency Force Reduction, Appendix J)

(c) Employees will be notified in writing if they are to be placed in furloughed status. Employees must keep their designated officer advised in writing, with copy to the General Chairman, of the address at which they may be called back. In restoration of forces, furloughed employees will be called back in the order of their seniority, and if they return to service within fifteen (15) days, they will retain their seniority. Furloughed employees failing to return to service within fifteen (15) days of notice given to them at their last address will forfeit all seniority and their names shall be removed from all seniority rosters, unless a period of an additional 15 days is approved by management. Furloughed employees prevented from reporting due to sickness or disability, must request leave of absence as per Rule 12 within fifteen (15) days of such notice.

(d) Employees restored to service will not be laid off again without the same amount of advance notice as provided in Section (b) of this rule.

(e) In reduction or restoration of force, list of employees laid off or called back will be furnished to the General Chairman.

(f) Employees in furloughed status who accept a craft transfer with the company, will, upon application, be furnished with the same transfer benefits set forth in Rule 22.

Rule 19. ENTERING SERVICE AND SENIORITY DATE

Applicants for employment or craft transfer shall be required to fill out the Carrier's appropriate form of application, take any test given for skills assessment, and pass required physical and visual examination. Employment may be terminated within the first one hundred twenty (120) days of service by disapproval of application. If application is not disapproved within one hundred twenty (120) days of commencement of service, employee's name will be placed on the seniority roster of regular employees with a seniority date as of the first day of service, and employee will not thereafter be subject to dismissal except for cause, as provided by Rule 25.

If after the expiration of one hundred twenty (120) days it is determined that essential information given in the application is false or incomplete, the employee may be relieved from service by invoking the provisions of Rule 25.

The seniority date of a new employee on a roster shall be established as of the first date he performs service in a classification on that roster. Where two or more men are employed on

the same date, seniority will be determined by age with the older employee having the higher seniority.

Any employee desiring to bid to another roster where he does not have seniority will be required to have successfully passed any test(s) given for skills assessment prior to being awarded a position on that roster. A successful bidder shall have one hundred twenty (120) days to qualify on the new roster. If employee is not disqualified within one hundred twenty (120) days of commencement on new roster, he will establish a date from the time he first performs actual service on an assigned position on the new roster. Administration of the test will be available to employees by overnight delivery when necessary.

Rule 20. SENIORITY

(a) Employees covered by this agreement will have System Seniority subject to Appendix "O". Separate seniority rosters will be established as follows:

| Seniority Roster | Classifications |
|-------------------------------|--|
| Electronic Technician | Electronic Technician I, Electronic Technician II, Electronic Technician Foreman |
| Telecommunications Maintainer | Telecommunications Maintainer, Telecommunications Maintainer Foreman |

The seniority date of the employee on a roster shall be established as of the first date he performs service in a classification on that roster.

(b) Seniority rosters will be posted, and a copy furnished to the Local and General Chairman, in January of each year.

(c) Seniority rosters of the previous year are not subject to change. Additions to the previous year's roster are subject to correction for 90 days, after which no protests will be given consideration except for typographical errors.

(d) Employees moving from one roster to another will retain and continue to accumulate seniority on their former roster.

(e) Any employee on the former Burlington Northern who was promoted to an official, supervisory or excepted position prior to January 26, 1981, may elect to retain and accumulate seniority within the craft or class represented by the organization party to this Agreement so long as he pays the current applicable seniority retention fees to the organization. If such an employee elects not to pay the fees to retain his seniority and thirty (30) days written notice thereof is given to the highest designated Carrier officer by the duly authorized representative of the organization party to this Agreement with a copy to the employee involved, that employee shall cease to accumulate seniority in the craft or class represented by the organization party to this Agreement and on each subsequent annual issuance of the seniority

roster the employee's seniority date will move forward one (1) full year.

Any employee who was promoted to an official, supervisory, or excepted position subsequent to January 26, 1981, may elect to retain and accumulate seniority within the craft or class represented by the organization party to this Agreement so long as he pays the current applicable seniority retention fees to the organization. If such an employee elects not to pay the fees to retain his seniority and thirty (30) days written notice thereof is given to the highest designated Carrier officer by the duly authorized representative of the organization party to this Agreement with a copy to the employee involved, that employee's seniority shall be terminated and his name will be dropped from the seniority roster.

In the event an employee who has exercised the option to pay the fees and is not delinquent in his fee payments is subsequently relieved from such position by the Carrier (other than through dismissal for cause), he shall be entitled if senior to displace one of three youngest employees on the roster or place himself on a un-bid position. In the event such an employee voluntarily demotes himself from his promoted position, he shall be entitled to displace the junior employee on the seniority roster or bid on a bulletined vacancy or place himself on an un-bid position. An employee who fails to exercise his seniority within thirty (30) days will be considered to have resigned. If the employee's seniority will not allow him to hold a position, he will be placed on furloughed status.

Seniority retention fees may not exceed membership dues.

Effective January 1, 1988, all employees promoted on the former Santa Fe subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by IBEW shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments delinquent shall be given notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

Employees promoted on the former Santa Fe prior to January 1, 1988 to official, supervisory, or excepted positions from crafts or classes represented by IBEW shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

Rule 21. ASSIGNMENT OF WORK

(a) None but mechanics regularly employed as such shall do mechanics work. This rule does not prohibit supervisors from performing supervisory inspections or tests in the performance of their duties, or from using tools or equipment for testing or instructive purposes.

(b) This rule also does not prohibit supervisors from making bona fide emergency repairs to communication equipment to avoid interruption to the service should the supervisor be readily available. Should the supervisor making emergency repairs perform service in excess of

ten (10) minutes, the first man out on the overtime roster will be compensated a minimum service call as outlined in the overtime rule or an amount equal to the time spent by the supervisor making such repair which ever is greater.

Note: In situations where the parties disagree as to whether “bona fide: emergency work has been performed by a supervisor, the burden of proof shall be on the Carrier to conclusively prove an emergency existed.

(c) This rule does not prohibit foremen in the exercise of their duties to perform work.

(d) Only qualified personnel may operate special equipment and vehicles, such as winches, cranes, hoists, digging equipment, and all terrain vehicles

Rule 22. BULLETINING NEW POSITIONS AND VACANCIES

(a) All new positions and known vacancies of sixty (60) days or more if to be filled, will be considered as permanent vacancies and will be bulletined to employees in all classes by mail or electronic transmission and posted on the Telecommunications Intranet Web Site, with copy to the General Chairman. Bulletins will specify those positions requiring a valid FCC license. No bids will be considered unless an electronic or written bid, addressed to the Carrier officer who issued the bulletin, is received in his office by 12:00 PM midnight on the closing date of the bulletin. In addition to an electronic bid, a written bid addressed to the Carrier officer who issued the bulletin and signed by the applicant must follow, with a copy to the General Chairman, and must be postmarked on or before the closing date of said bulletin. The bulletin will close fifteen (15) days after posting and will be awarded the next business day. Positions will be awarded to the senior applicant on the roster.

(b) Bulletins issued for positions at a headquarters area with multiple reporting points, will stipulate the primary reporting point for the position. The primary reporting point is subject to change, if justified, based on requirement of service without further bulletins.

(c) It is understood that rearrangement of forces within a headquarters area which does not involve an increase or decrease in force, will be confined to that headquarters area, and will be governed by seniority. All positions affected as a result of such rearrangement will be bulletined only to the employees in the affected headquarters area in accordance with the established written policy. The rearrangement will not give any employee the right to exercise his seniority outside the affected headquarters area.

(d) In the event no bid is received from an employee on the roster in which the vacancy occurs, the senior employee on another roster bidding for same will be assigned and will establish a date on such roster as of the date he first performs service therein provided he works on the position at least one hundred twenty (120) calendar days.

(e) If within a period of one hundred twenty (120) days after being assigned a position on his current roster or a new roster it is determined that an employee is not qualified to work the position, he will be disqualified and will return to his previous position. Employees will be given full cooperation by management in their efforts to qualify.

When deficiencies are identified but felt to be correctable with additional training, local management and the local representative will meet with the employee to discuss the deficiencies and outline a course of action. Disputes between the local manager and the representative will be elevated to the General Chairman and the designated Carrier officer for final resolution.

(f) Temporary vacancies are those which are known to be of less than sixty (60) days and shall not be bulletined. In connection with (a) and (b) above, positions may be filled by first utilizing the relief position, volunteers, or if the position can not be filled using relief employees or volunteers, the junior available employee may be assigned consistent with service requirements.

(g) Employees transferred to bulletined positions, or exercising seniority under this rule, will receive a day's pay for each day of traveling, at the rate of pay for the position they are leaving, actual necessary expenses en route, automobile mileage from their old work location to their new work location at the current rate established by the Carrier, and transportation as authorized for dependent members of their families and household goods. The Carrier shall determine the manner in which household goods shall be moved, except that it shall not be by freight car. The foregoing is limited to two (2) voluntary transfers per calendar year.

The following mileage distances will be used to establish a day's travel. Mileage payment will be based on the Carrier's current reimbursement rate and applies to one vehicle.

| Mileage From Old Location to New Location | Days of Pay for Travel |
|---|--------------------------|
| 400 Miles or Less | One (1) Day |
| 401 to 800 Miles | Two (2) Days |
| 801 to 1200 Miles | Three (3) Days |
| 1201 to 1600 Miles | Four (4) Days |
| Excess of 1600 Miles | Maximum of Five (5) Days |

(h) An employee awarded a position pursuant to this rule will be transferred to such position within twenty (20) calendar days after being awarded such position, and be paid at the rate established in Appendix A. They will receive the rate of pay for the new position from the time they actually start work thereon. If not placed on the new position within twenty (20) calendar days from the date of award, the successful applicant will be entitled to the rate of the position worked or the rate of the new position, whichever is the greater, plus one (1) hour of pay at the straight time rate of the new position for each day worked.

Rule 23. AUTOMOBILES

Employees authorized to use their automobiles in connection with their work will be allowed the standard mileage rate authorized by the Carrier for actual mileage made in the performance of service for the Carrier. Employees will not be required to use their private automobiles to perform service for the Carrier.

Rule 24. CLAIMS OR GRIEVANCES

(a) All claims or grievances must be presented in writing by the employee or by a representative of the Organization party hereto on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but his shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months' period herein referred to.

(d) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed

retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for the time lost shall be sufficient.

(e) This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of their claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the Carrier.

(f) This rule shall not apply to requests for leniency.

Rule 25. INVESTIGATIONS

(a) An employee in service more than one hundred twenty (120) days will not be disciplined or dismissed until after a fair and impartial investigation has been held. Such investigation shall be set promptly to be held not later than twenty (20) days from the date of the occurrence, except that personal conduct cases will be subject to the twenty (20) day limit from the date information is obtained by an officer of the Carrier and except as provided in (b) hereof. Personal conduct cases have reference to violation of rules involving an individual's conduct such as dishonesty, immorality or vicious action. The date for holding an investigation may be postponed if mutually agreed to by the Carrier and the employee or his duly authorized representative, or upon reasonable notice for good and sufficient cause shown by either the Carrier or the employee.

(b) In the case of an employee who may be held out of service in cases involving serious infraction of rules pending investigation, the investigation shall be held within ten (10) days after date withheld from service. He will be notified in writing at the time held out of service of the precise reason therefor.

(c) At least five (5) day's advance written notice of the investigation shall be given the employee and the General Chairman, in order that the employee may arrange for representation by a duly authorized representative and for the presence of necessary witnesses he may desire. The notice must specify the precise charge for which investigation is being held. The Carrier shall produce at the investigation all necessary employee witnesses who have direct personal knowledge of the matter under investigation. If the General Chairman or a member of his office desires to represent an employee at an investigation, it will be permissible for a local committeeman to also attend as a representative. Unless conditions or circumstances warrant other arrangements, efforts will be made to hold the investigation at the city where the employee is headquartered.

(d) A decision shall be rendered within twenty (20) days following the investigation, and written notice of discipline will be given the employee, with copy to local organization's representative.

(e) The employee and the duly authorized representative shall be furnished a copy of

the transcript of investigation, within twenty (20) days. The employee or his representative will not be denied the right to take a stenographic or tape recording of the investigation.

(f) The investigation provided for herein may be waived by the employee in writing in the presence of a duly authorized representative. If the designated Carrier Officer agrees to grant the request, the employee will be advised of the discipline to be assessed prior to being required to sign the request for waiver of formal investigation form.

- (1) The investigation will not be waived unless the form is signed by the employee under investigation, his duly authorized representative, and the designated Carrier Officer.
- (2) This procedure is entirely voluntary on the part of the employee under charge.
- (3) If waiver is not granted, the request shall not be referred to nor cited by either party during subsequent handling.
- (4) If signed, a copy of the executed form will be furnished the employee under charge and his duly authorized representative.
- (5) The discipline agreed to and assessed in connection with this provision is not subject to appeal by the employee or his duly authorized representative.

(g) If it is found by the Carrier that an employee has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from the record. He shall be reinstated with his seniority rights unimpaired, and be compensated for wage loss, if any, suffered by him, resulting from such discipline or suspension, less any amount earned during such period the disciplinary action was in effect.

(h) The provisions of Rule 24 shall be applicable to the filing of claims and to appeals in discipline cases.

(i) If investigation is not held or decision rendered within the time limits herein specified, or as extended by agreed to postponement, the charges against the employee shall be considered as having been dismissed.

Rule 26. ESTABLISHING COMPETENCY

An employee who has been awarded a position, or exercised seniority on a position, will not be disqualified from that position after one hundred twenty (120) days without an investigation except as provided under Rule 37 (f). In the event that an employee is disqualified, he must return to his previous position unless it is occupied by a senior employee otherwise he

must exercise his seniority per Rule 9, except as provided by Rule 37 (f). Employees will be given full cooperation by management in their efforts to qualify.

Employees whose applications have been approved and who have been in service more than one hundred twenty (120) days will upon request, if they leave the service of the Carrier, be furnished with a service letter showing length of service, capacity in which employed and cause of leaving.

Rule 27. COMMITTEES

(a) The Carrier recognizes the right of the duly accredited employee representatives, after making arrangements with local management, to come onto Carrier property for a reasonable period of time to investigate complaints or grievances.

(b) The Carrier will not discriminate against any committeemen who, from time to time, are delegated to represent other employees, and will grant them leave of absence in accordance with their duties and responsibilities.

Rule 28. PERSONAL INJURIES

Employees injured while at work will not be required to make a written report of the circumstances of the accident before they are given medical attention, but they will do so as soon as practicable thereafter. A copy of such report will be retained by the employee. Proper medical attention shall be given at the earliest possible moment and employees shall be permitted to return to work just as soon as they are able to do so without signing a release, pending final settlement of the case. All claims for personal injuries must be handled with the Claim Department.

Rule 29. NOTICES

A place will be provided inside all headquarter and reporting points where proper notices of interest to employees may be posted by the Carrier and the duly authorized committee.

Rule 30. PROTECTION OF EMPLOYEES AND CONDITION OF EQUIPMENT

(a) Cold drinking water will be furnished, together with sanitary drinking fountains or drinking cups. The Management, with the cooperation of the employees, will keep the floors, lockers, toilets, washrooms in a clean, dry and sanitary condition.

(b) No signs will be permitted on poles when such signs could cause injury to an employee while working on such pole.

(c) Employees will not be assigned to jobs where they will be exposed to sand blast and paint blowers while in operation.

(d) All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

(e) No employee will be required to work on or under a locomotive or car without being properly protected per current applicable FRA rules.

(f) Employees will not be required to ride in open trucks in cold or wet weather.

(g) The Carrier will furnish all necessary tools and safety equipment and devices as necessary and required to perform the duties of the craft.

Rule 31. VACATIONS

(a) The National Vacation Agreement of December 17, 1941, as amended, will govern the vacation rights of the employees covered by this Agreement.

(b) Shortly before or after the first of the year, the designated local craft representatives and the designated local Carrier officer shall meet and prepare a vacation schedule as provided by the National Vacation Agreement. Employees who have failed to indicate their preferences by the time the schedule is being prepared will have vacation dates assigned.

(c) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(d) Individual employees who wish to change their scheduled vacation will submit such requests in writing through their local representative to the local Carrier officer. The employee shall be notified as to whether his request has or has not been granted.

(e) Any employee who is eligible for more than one (1) week of vacation may elect at the time vacations are scheduled to split one (1) week of his vacation on a one (1) day at a time basis. (Employees who are scheduled to take group vacations may split only vacation time which exceeds the length of the group vacation.) Sufficient time which would otherwise have been scheduled for regular vacation periods shall be set aside throughout the year at each facility to take care of the one day at a time vacations. To insure distribution of vacations consistent with the vacation schedule, at least one day of each participating employee's vacation must be taken

each two months, unless otherwise agreed to.

Such vacations must be lined up with the employee's supervisor at least one (1) week in advance and scheduled consistent with the requirements of service. (However, consideration will be given to approved absences for emergencies and other compelling circumstances.) Carrier shall have the right to defer such one day vacations for emergencies and other compelling circumstances. Employees who take short vacations in accordance with this procedure will be paid for such days in accordance with Article 7 of the vacation agreement.

(f) This understanding does not supplement, amend or modify the National Vacation Agreement in any respect.

Rule 32. COPIES OF AGREEMENT

Employees covered by this agreement shall each be furnished at time of employment with a copy of this agreement by the Company. Copies of all amendments and supplements thereto will be furnished to all employees. Employees will be required to sign for the agreement when received.

Rule 33. MONTHLY RATES OF PAY

The monthly rates of pay specified herein are based on 213 hours per calendar month. Such employees are subject to call for emergency service before and after the usual hours of the working day on the five (5) full working days of the week, on holidays (other than a holiday which may fall on his assigned rest day) and on the designated subject-to-call day. If such monthly rated employees perform service outside of their regular assigned eight (8) hour working days of the five (5) full working days of the work week, or on subject-to-call days and rest days, or holidays, they will be paid at the overtime rate of time and a half or double time in accordance with Rules 3, 4 and 5 of this Agreement.

Rule 34. ASSIGNED TERRITORIES

(a) Each employee and crew in the Telecommunications Department shall be assigned to a specified territory with a specified headquarters, and the assigned territories for employees on the same roster shall not overlap. However, this shall not be construed to prevent the assignment of more than one employee on the same roster to the same territory whether or not they are on the same or different shifts. The Carrier is not prohibited from assigning multiple reporting points within a headquarters. Headquarters and/or territories once established will not be changed until the affected employee is given a 30-day advance notice of such change by certified mail with a copy to the General Chairman.

(b) Except by mutual agreement between the Carrier and the General Chairman, and

except for the Regular Relief position, an employee assigned to a specific territory shall not be required to perform service off such territory in excess of ten (10) days in any calendar month, except in case of emergency. If held off their territory in excess of ten (10) days, they will be paid at the rate of time and one-half for all work performed on the days in excess of ten (10) so held. An emergency for Telecommunications Department employees is a condition causing or directly threatening interruption of necessary telecommunications services.

(c) Should an employee assigned to a specific territory be required on his stand-by day to perform service on a territory other than his own, such service should not be considered as part of the ten (10) days specified in paragraph (b) of this rule.

(d) On major installations which are too large for the regularly assigned telecommunication employees on a territory to handle within the required time, one or more additional employees may be assigned to assist in the work for a period of up to sixty (60) calendar days in any one year. Any employee so assigned under this paragraph will not be considered as being held off his assigned territory under paragraphs (a) and (b) of this rule. The provision of this rule shall only be applied after notifying the employee(s) who would be involved with the work and by mutual agreement with the designated Carrier officer and the General Chairman.

Rule 35. BEREAVEMENT LEAVE

In the event of death of a spouse, child, stepchild, parent, stepparent, parent-in-law, grandparent, brother or sister of an employee who has been in service one (1) year or more, such employee will be allowed three (3) working days paid leave to attend the funeral and handle personal matters in connection therewith.

Rule 36. CLASSIFICATION OF WORK

This rule will apply to and govern the employment and working conditions of all employees in the Telecommunications Department who will perform the work specified herein. Telecommunications employees work will consist of inspecting, assembling, installing, removing, dismantling, connecting, splicing, disconnecting, repairing, building, rebuilding, maintaining, overhauling, adjusting, applying, wiring, winding, balancing, calibrating, stripping, aligning, cleaning, lubricating and testing of the following items and related apparatus of each:

Telephone and telegraph pole lines, wires, insulators, cables, crossarms, braces, anchors, guys and appurtenances thereto: poles and towers used for microwave, radio, radar for other than signal systems, television and similar equipment, beacon and aircraft warning lights, wiring, conduit, cables, antennas, anchors, guys and braces attached to same; standby generator equipment and air conditioning and dehydrator equipment at microwave sites (preventative maintenance and electrical repair); metallic or fiber, rubber, plastic or any other type of cable; public address systems; public radio broadcast transmitters and receivers; television transmitters,

receivers, and recorders; carrier, microwave and stationary and/or mobile radio transmitters, receivers and repeaters; stationary and/or mobile radar transmitters, receivers, and repeaters for other than signal system; automatic telephone dial and message switching exchanges; multiplexing equipment used with carrier or microwave; train communication systems; intratrain communication systems; train dispatcher communication systems; centralized radio control equipment; printer telegraph apparatus; marine radio equipment; alarm systems, batteries, chargers, bells, buzzers, magnetos, and meters; electronic and/or electrical testing instruments and devices; interoffice communication systems; telephone or telegraph equipment; radio equipment involved in automatic train or engine control systems; automatic message center equipment; electronic scales; fiber optic systems when used with items of work covered within this classification; Automatic Equipment Identification (AEI) system; data systems, and computers under the supervision of the Telecommunications Department, entertainment radio and equipment for passenger equipment, talk-back speaker systems; tape recorders; thermal solar cells, panels and appurtenances related thereto and any other method of electrical generation when used with items of work within this classification; and any other system or method used for telecommunication purposes.

Telecommunication workers will operate motor trucks, tractors, trenchers, digging machines, hole digging machines, and other equipment and machines used on or off track to perform work as set forth in this Classification of Work Rule. Telecommunication workers will operate Company vehicles when performing work covered within this classification. Telecommunication workers will perform all welding, fusing, brazing, soldering, tinning, leading, metallizing, bonding, cutting and burning of metals with such as oxyacetylene, electric, thermite, tungsten inert gas or any other processes used on work generally recognized as Telecommunication Workers' work.

It is not the purpose of this rule to expand jurisdiction but only to revise and update the work being performed by the Telecommunications workers.

Rule 37. EMPLOYMENT CLASSIFICATIONS

(a) Electronic Technician I

Electronic Technician I is an hourly rated employee. The duties of the Electronic Technician are to install, assemble, repair, adjust, test and maintain telecommunications equipment, such as but not limited to; wire and wireless telecommunications systems devices, microwave, Automatic Equipment Identification (AEI) systems, PBX's, and data / digital networks. The Electronic Technician also may be assigned to perform other work covered by this agreement and may have installation and maintenance work assigned on any telecommunications and / or electronic devices. Repairs of some equipment falling under this classification may require an FCC License or its equivalent as prescribed by federal regulation.

(b) Electronic Technician II

Electronic Technician II is a monthly rated employee. The duties of the Electronic Technician are to install, assemble, repair, adjust, test and maintain telecommunications equipment, such as but not limited to; wire and wireless telecommunications systems devices, microwave, Automatic Equipment Identification (AEI) systems, PBX's, and data / digital networks. The Electronic Technician also may be assigned to perform other work covered by this agreement and may have installation and maintenance work assigned on any telecommunications and / or electronic devices. Repairs of some equipment falling under this classification may require an FCC License or its equivalent as prescribed by federal regulation.

NOTE: The position of Electronic Technician II is a monthly rated employee and shall be governed by the hours of service, working conditions and overtime rules specified in Rule 33 of this Agreement and will be compensated therefor at a rate of pay per Appendix A.

(c) Telecommunications Maintainer

Telecommunications Maintainer is an hourly rated employee. The duties of the Telecommunications Maintainer are to install, test, inspect, adjust, maintain, repair, assemble and /or dismantle the less complex equipment associated with inside and outside telecommunications equipment, such as but not limited to; telecommunications cables, antenna work, power plant, and microwave site maintenance. The Telecommunications Maintainer may also perform the type of work covered by this agreement and may have installation and maintenance work assigned on less complex telecommunications and / or electronic devices to the extent his qualifications permit.

(d) Electronic Technician Foreman

Electronic Technician Foreman is a working Electronic Technician and will have supervisory duties. The Electronic Technician Foreman supervises all Electronic Technicians assigned to a group. An Electronic Technician Foreman is responsible for seeing that all work and preventive maintenance is performed on schedule and done properly. The Electronic Technician Foreman position will further include the following duties and responsibilities: assigning duties to Electronic Technicians and participating in the maintenance and installation of telecommunication equipment and appurtenances, assist in training Electronic Technicians, reporting information to his supervisor concerning employee issues, keeping records and making reports as required by supervisors, and other duties as assigned.

NOTE: The position of Electronic Technician Foreman is a monthly rated employee and shall be governed by the hours of service, working conditions and overtime rules specified in Rule 33 of this Agreement and will be compensated therefor at a rate of pay per Appendix A.

(e) Telecommunications Maintainer Foreman

Telecommunications Maintainer Foreman is a working Telecommunications Maintainer

and will have supervisory duties. The Maintainer Foreman supervises all Telecommunication Maintainers assigned to a group. A Maintainer Foreman is responsible for seeing that all work and preventive maintenance is performed on schedule and done properly. The Maintainer Foreman position will further include the following duties and responsibilities: assigning duties to Telecommunication Maintainers and participating in the maintenance and installation of telecommunication equipment and appurtenances, assist in training Telecommunications Maintainers, reporting information to his supervisor concerning employee issues, keeping records and making reports as required by supervisors, and other duties as assigned.

NOTE: The position of Telecommunications Maintainer Foreman is a monthly rated employee and shall be governed by the hours of service, working conditions and overtime rules specified in Rule 33 of this Agreement and will be compensated therefor at the rate of pay per Appendix A.

(f) All Telecommunication Foreman positions are considered to be Partial Exempt (PE), therefore are selected by management of the Carrier. Foremen shall not be subject to displacement provisions of Rule 9 and assignment provisions of Rule 22 of this agreement. All new and vacant Foreman positions will be bulletined and available for any Telecommunications employee to submit an application. Upon management's review of the applicants, the one deemed most qualified will be awarded the position. Employees will be given full cooperation by management in their efforts to develop their supervisory skills. A Foreman may be removed by management at any time for failing to demonstrate supervisory skills without the use of a formal investigation. An employee who is removed as a Foreman will exercise his seniority in accordance with Rule 9. A foreman who volunteers to remove himself from the foreman position must either bid a position per Rule 22 or displace the junior employee on the employee's respective seniority roster or place himself on an un-bid position.

(g) Notwithstanding any rule or agreement provision to the contrary, it will be permissible for a roundhouse or shop electrician (but no other craft) to make a simple replacement of a radio and handset. It is understood that the radio must be properly identified by tag to minimize any confusion relative to the installation of the proper radio unit. It is further understood that the change-out of a radio and handset by a roundhouse or shop electrician shall be limited to one (1) radio and handset only. In other words, if after one unit change-out the difficulty is not thereby corrected, any further attempt to correct the difficulty which is considered necessary will be performed by the Electronic Technician or Telecommunications Maintainer. However, if for some reason the Electronic Technician or Telecommunications Maintainer is not available to correct such radio difficulties, an available Telecommunications employee will be called.

(h) Relief positions may be established, not to exceed 15% of the seniority roster for the purpose of relieving vacation or other absences, or for providing assistance as needed. The employee on a relief position may be used on their respective Telecommunications Maintenance Manager's territory or used on an adjacent Telecommunications Maintenance Manager's territory not to exceed two hundred miles from headquarters of the Relief position otherwise Rule 34 (b) applies.

Rule 38. USE OF EMPLOYEES OF OTHER CRAFTS

Nothing contained in this Agreement shall be construed to prohibit the use of employees of other crafts from installing multichannel conduit or raceways where cables or wire to be installed therein will be jointly used by Telecommunications and other Departments. It is understood that except in the erection of new buildings or renovation of existing buildings, where conduit or raceways are to be installed solely for the use of Telecommunications Department, the installation of such conduit or raceways will normally be performed by Telecommunications Department personnel.

Rule 39. RATES OF PAY

The rates of pay shall be those set out in the current rate sheets in Appendix "A".

Rule 40. EFFECTIVE DATE AND CHANGES

(a) This Agreement shall be effective April 1, 2004 and shall remain in full force and effect until changed or modified as provided herein, or under the provisions of the Railway Labor Act, as amended.

(b) This Agreement supersedes all previous and existing agreements, understandings and interpretations (unless otherwise noted) which are in conflict with this Agreement covering employees of the former Burlington Northern Railroad Company: the former Atchison, Topeka and Santa Fe Railway Company. All other rules, agreements and understandings in effect not in conflict with, nor specifically amended or canceled by the Agreement will remain in effect until changed in accordance with Railway Labor Act.

(c) It is the intent of this Agreement to preserve pre-existing rights accruing to employees covered by the Agreements as they existed under similar rules in effect on the CB&Q, NP, GN, SP&S, Frisco, BNSF and Santa Fe railroads prior to the dates of the individual mergers; and shall not operate to extend jurisdiction or Scope Rule coverage to agreements between another organization and one or more of the merging Carriers which were in effect prior to the date of merger.

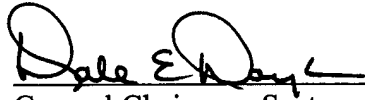
(d) Nothing in this Agreement is intended to supersede the benefits, rights and obligations of the parties under the September 25, 1964 National Agreement, as amended, the Merger Protective Agreement of December 29, 1967, the Merger Implementing Agreement No. 1 of April 1, 1970, and the Merger Protective Agreement and Implementing Agreement No. 1 signed on January 26, 1981.

(e) In printing this Agreement to include applicable parts of the several nationally negotiated agreements and other memoranda, it is not the intention of the parties signatory hereto to change, or modify, the application and/or interpretation thereto. Should a dispute arise

through the omission of, or slight change in, language used in the National Agreement or original memorandum, the original language shall be controlling.

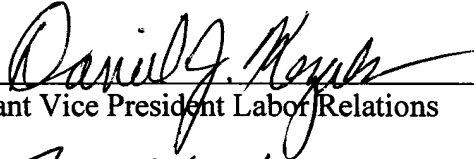
Effective April 1, 2004.

Accepted For:
International Brotherhood of Electrical
Workers:

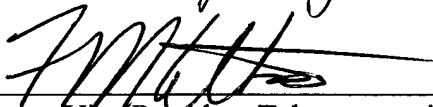


General Chairman, System Council 16

Accepted For:
The Burlington Northern and Santa Fe Railway
Company:



Assistant Vice President Labor Relations



Assistant Vice President Telecommunications



General Director Labor Relations



Director Telecommunications

APPENDIX "A"

TELECOMMUNICATIONS RATE SHEET

| CLASSIFICATION | BASIC MONTHLY RATES OF PAY |
|---|-----------------------------------|
| | <u>April 1, 2004</u> |
| (a) Electronic Technician I | \$19.73 / Hour |
| (b) Electronic Technician II | \$4126.59 / Month |
| (c) Electronic Technician Foreman | \$4376.59 / Month |
| (d) Telecommunications Maintainer | \$19.73 / Hour |
| (e) Telecommunications Maintainer Foreman | \$4376.59 / Month |

Note: Electronic Technician I, Electronic Technician II and Electronic Technician Foreman covered by this agreement that possess a FCC License will receive the applicable National skill differential. All monthly pay rates listed above are monthly rated based on 213 hours per month.

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET N.W. WASHINGTON, DC 20035/AREA CODE: 202-962-7200 FAX:202-663-7230

D. P. LEE
Vice Chairman and
General Council

ROBERT F. ALLEN
Chairman

G. F. DANIELS
Vice Chairman

R. P. ORIGER
Director of Labor Relations

December 20, 1993

Mr. Norman D. Schwitalla
International Vice President
International Brotherhood of Electrical Workers
10400 W. Higgins Road, Suite 110
Rosemont, IL 60018-3736

Dear Mr. Schwitalla:

Effective February 1, 1994, this implements Article VII of the November 27, 1991 Imposed Agreement and is in complete settlement thereof.

1. Journeymen who perform the work listed in paragraphs (a) and (b) below shall receive a differential per hour for each hour actually spent performing the listed work as set forth below.

(a) Existing differentials paid to journeymen electricians for performing lead mechanic work shall be increased to 50 cents per hour.

(b) Existing differentials paid to journeymen electricians for performing federal inspector or welding work shall be increased to 25 cents per hour.

2. Journeymen electricians directly engaged in performing work on energized high voltage alternating current utility transmission or distribution lines shall receive a differential of 50 cents per hour for each hour actually spent performing such work. For the purposes of this paragraph, such high voltage lines shall mean those carrying in excess of 2400 volts.

3. When performing the work set forth in Sections 1 and 2 for four (4) hours or less in any one day, covered employees will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day.

4. Communications electronic technicians (or equivalent maintainers) with a valid

FCC license (or equivalent) who regularly perform repairs and adjustments on electronic equipment shall receive a differential of 50 cents per hour for all hours worked. This differential shall not be applicable to any employee(s) assigned to perform any gang type work such as construction, pole line, tower, and underground cable.

5. There shall be no compounding or pyramiding of these differentials. Any existing differentials for the above listed work that exceed the amounts specified shall be preserved.

6. The parties will cooperate to avoid any disruption of Carrier operations and any unnecessary increase in costs because of the application hereof.

7. The parties recognize and agree that this Letter Agreement is limited solely to the matter of skill differentials and this Letter Agreement and any actions pursuant to it will not be used by either party in any manner with respect to the interpretation or application of any other rule or practice.

If the above accurately reflects our understandings, will you please so indicate by signing your name in the space provided below.

Very truly yours,

Signature not reproduced

R. F. Allen

I agree:

Signature not reproduced

Norman D. Schwitalla

Agreed Upon Guidelines for Administration of Letter Agreement Differentials

The parties wish to avoid misunderstandings about the implementation and application of the December 20, 1993 Letter Agreement differentials (hereinafter differentials) and have adopted the following to provide guidance on key points of administration.

Q. Who is entitled to receive the differentials?

A. Journeymen (including upgraded mechanics) who actually perform the listed work.

Q. How does the differential apply where the position is that of journeyman and some welding, federal periodic locomotive inspection or lead mechanic work is required?

A. When performing welding, federal inspector or lead mechanic work for four (4) hours or less in any one day, the employee will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day. This same principle applies with respect to employees covered by the Section 2 differential (high voltage) when performing the work set forth in that provision.

NOTE: The Section 4 differential is payable on the basis of all hours worked. An employee covered by that provision who is compensated on a monthly basis shall be paid such differential for those hours on which service is actually performed.

Q. Is a railroad restricted in any manner with respect to correcting any instances in which differential payments have been made erroneously?

A. No

Q. Will application of the differentials require the establishment, advertisement or rebulletining of any position?

A. No

Q. When must an employee's qualifications be known to the railroad or established?

A. An examination or test to establish qualifications may be required as a prerequisite to assignment to a position subject to a differential of an employee who has not previously been qualified on such work by performance or otherwise.

FOR THE INT'L BRO. OF ELECTRICAL WORKERS: FOR THE CARRIERS:

signatures not reproduced

Norman D. Schwitalla R. F. Allen

APPENDIX "B"

TELECOMMUNICATIONS DEPARTMENT BULLETINS

Bulletins will contain at a minimum the following information.

1. Opening date of the bulletin
2. Closing date the bulletin
3. Position number
4. Title of the position
5. Rate of pay for the position
6. Assigned hours of the position
7. Rest day assigned to the position
8. Headquarters and reporting point if applicable to the position
9. List the incumbent or state a new position
9. Assigned territory of the position
10. To whom the position reports to
11. Any special requirements
12. Instructions for applying on the position

APPENDIX "C"

NONOPERATING (IBEW) NATIONAL VACATION AGREEMENTS

(Effective 1/1/83)

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954, August 19, 1960, November 21, 1964, February 4, 1965, September 27, 1967, September 2, 1969, October 7, 1971, February 11, 1972, May 12, 1972, December 6, 1978 and December 11, 1981, with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate vacation agreement shall govern.

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of

such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d), and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(g) Service rendered under agreements between a Carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing Carrier.

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing Carrier in accordance with the Military Selective Service act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing Carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing Carrier.

(j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered no compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.

(l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same Carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same Carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same Carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

(From Article III - Vacations - Section 1 of Agreements of 10-7-71, 2-11-72 and 5-12-72)

2. (Not applicable to the employees covered by this agreement.)

3. The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding, or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

(From Section 3 of 12/17/41 Agreement)

An employee's vacation period will not be extended by reason of any of the eleven recognized holidays New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas and New Year's Eve Day or any day which by agreement has been substituted or is observed in place of any of the eleven holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

Such Section 3 is further amended to change the references to "eleven recognized holidays."

(From Article III - Vacations - Section 3 of Agreements of 10-7-71, 2-11-72, 5-12-72, 1-1-73, 12-4-75 and 12-11-81)

4. (a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

(From Sections 4 -- (a) and 4 -- (b) of 12-17-41 Agreement)

5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

If a Carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

(From Section 5 of 12/17/41 Agreement)

Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

(From Article I - Vacations - Section 4 of 8-21-54 Agreement)

6. The carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the Carrier shall not be required to provide such relief worker.

(From Section 6 of 12/17/41 Agreement)

7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

(a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment.

(b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.

(c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.

(d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.

(e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

(From Section 7 of the 12/17/41 Agreement)

8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(From Article IV - Vacation - Section 2 of 8-19-60 Agreement)

9. Vacations shall not be accumulated or carried over from one vacation year to another.

(From Section 9 of 12/17/41 Agreement)

10. (a) An employee designated to fill an assignment of another employee on

vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

(From Section 10 of 12/17/41 Agreement)

11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

(From Section 11 of 12/17/41 Agreement)

12. (a) Except as otherwise provided in this agreement a Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

(From Section 12 of 12/17/41 Agreement)

13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the Carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement.

(From Section 13 of 12/17/41 Agreement)

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the Carrier members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the Carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

(From Section 14--12/17/41 Agreement)

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any Carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(From Article III - Vacations - Section 2 of Agreements of 10-7-71, 2-11-72 and 5-12-72)

Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23,

1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

(From Article I - Vacations - Section 6 of 8-21-54 Agreement)
(Signatures not reproduced)

APPENDIX "D"

**NONOPERATING (SHOP CRAFTS) NATIONAL
HOLIDAY PROVISIONS**

(Effective 1-1-83)

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954 and amendments thereto provided in the National Agreements of August 19, 1960, November 21, 1964, February 4, 1965, September 2, 1969, October 7, 1971, February 11, 1972, May 12, 1972, December 4, 1975 and December 11, 1981, with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretations or application of any provision, the terms of the appropriate agreement shall govern.

Section 1.

Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

| | |
|----------------------------|-------------------------|
| New Year's Day | Christmas Eve Day (the |
| President's Day | day before Christmas |
| Good Friday | is observed) |
| Memorial Day | Christmas |
| Fourth of July | New Year's Eve Day (the |
| Labor Day | day before New Year's |
| Thanksgiving Day | Day is observed) |
| Day after Thanksgiving Day | |

(Article II - Holidays - Sections 1(a) and 2(a),
Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

(a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rate hourly rate of the position on which compensation last accrued to him prior to the holiday.

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than

regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

(d) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

(Article II - Holidays - Section 1, 9-2-69 Agreement)

Section 2(a).

Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

Section 2(b).

All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2 (a) shall receive a corresponding adjustment.

(Article II - Holidays - Section 2(a) and 2(b) of 8-21-54 Agreement)

Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 21, 1964 and the Agreement of February 4, 1965, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective

January 1, 1965, pursuant to Article II of the Agreement of November 21, 1964 and the Agreement of February 4, 1965, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly.

(Article II - Holidays - Sections 1(d) and 2(d), Agreements of 10-7-71, 2-11-72 and 5-12-72)

Section 3.

A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the Carrier is credited; or
- (ii) Such employee is available for service.

NOTE: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For the purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the

work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

(Article II - Holidays - Section 2, 9-2-69 Agreement)

Section 4.

Provisions in existing agreements with respect to holidays in excess of the eleven holidays referred to in Section 1 hereof shall continue to be applied without change.

(Article II - Holidays - Sections 1(b) and 2(c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

Section 5.

(a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, Day after Thanksgiving Day, Christmas Eve Day and to New Year's Eve Day in the same manner as to other holidays listed or referred to therein.

(Article II - Holidays - Section 2(b), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

(b) All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

(c) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest day, and/or a vacation day.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

(d) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

(Article II - Holidays - Section 1(c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-

Section 6.

(Eliminated by Article II - Holidays - Section 1(d), Agreements of 10-7-71, 2-11-72 and 5-12-72)

Section 7.

When any of the eleven recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

(Article II - Holidays - Sections 1(e) and (c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

Section 8.

(a) The holiday pay qualification for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

(b) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater. Any local rules or practices governing availability on the assigned rest day of such employee will also apply to the day after Thanksgiving Day.

(c) A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the Carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.

(d) Except as specifically provided in paragraph (c) above, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

(e) Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day.

NOTE: See Section 8(a) above.

Article II, Section 3 of the Agreement of August 21, 1954, as such Section has been amended, is further amended by addition of the following:

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day," as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "work-day" or the "day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

(Article IV - Holidays - 12-11-81)

APPENDIX "E"

UNION SHOP AGREEMENT

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of this Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2.

This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

On BNSF property, the Union Shop Agreement is amended to provide:

(1) Any employee who was promoted to an official, supervisory or excepted position prior to January 26, 1981, may elect to retain and accumulate seniority within the craft or class represented by the organization party to this Agreement so long as he pays the current applicable seniority retention fees to the organization. If such an employee elects not to pay the fees to retain his seniority and thirty (30) days written notice thereof is given to the highest designated Carrier officer by the duly authorized representative of the organization party to this Agreement with a copy to the employee involved, that employee shall cease to accumulate seniority in the craft or class represented by the organization party to this Agreement and on each subsequent annual issuance of the seniority roster the employee's seniority date will move forward one (1) full year.

(2) Any employee who was promoted to an official, supervisory or excepted position subsequent to January 26, 1981, may elect to retain and accumulate seniority within the craft or class represented by the organization party to this Agreement so long as he pays the current applicable seniority retention fees to the organization. If such an employee elects not to pay the

fees to retain his seniority and thirty (30) days written notice thereof is given to the highest designated Carrier officer by the duly authorized representative of the organization party to this Agreement with a copy to the employee involved, that employee shall cease to accumulate seniority in the craft or class represented by the organization party to this Agreement shall be terminated and his name will be dropped from the seniority roster.

In the event an employee who has exercised the option to pay the fees and is not delinquent in his fee payments is subsequently relieved from such position by the Carrier (other than through dismissal for cause), he shall be entitled to displace one of three youngest employees in the class or place himself on a vacant position. In the event such an employee voluntarily demotes himself from his promoted position, he shall be entitled to displace the junior employee on the seniority roster or bid on a bulletined vacancy.

Section 3.

(a) Employees who retain seniority under the Rules and Working Conditions of Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

(c) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the Rules and Working Conditions Agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the Rules and Working Conditions Agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4.

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5.

(a) Each employee covered by the provisions of this agreement shall be considered by a Carrier to have met the requirements of the agreement unless and until such Carrier is advised to the contrary in writing by the organization. The organization will notify the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the

Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the Carrier and the organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this Agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be properly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision of such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this agreement the organization of the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the

Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the organization; if the employee's position is not sustained, such fees, salary and expense shall be borne in equal shares by the Carrier, the organization and the employee.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a Carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The Carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6.

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the organization involved.

Section 7.

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carriers predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this agreement.

Section 9.

An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10.

(a) The Carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in

such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate: Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the Carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11.

This agreement shall become effective on February 16, 1953, and is in full and final settlement of notices served upon the Carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between the Chicago, Burlington & Quincy Railroad Company and those employees represented by each of the organizations signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT CHICAGO, ILL., THIS FIFTEENTH DAY OF JANUARY, 1953.

(Signatures not reproduced)

APPENDIX "F-1"

DUES DEDUCTION AGREEMENT

(For former BN employees only)

(From Agreement BN 4-20-70)

1. In accordance with and subject to the terms and conditions hereinafter set forth, effective September 1, 1970, the Carrier will withhold and deduct from wages due to employee-members, amounts equal to periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required by and payable to the Organization as a condition of membership in the Organization.
2. No such deduction shall be made except from the wages of an employee-member who has executed and furnished to the Carrier a written "wage assignment" substantially in the tenor and form of the sample hereto attached and marked Attachment "A". Revocations of said assignments shall be in the tenor and form of "Wage Assignment Revocations" set forth in Attachment "B" hereto attached. The authorization and revocation forms shall be reproduced and furnished to its members by the Organization and the Organization shall assume full responsibility for the procurement of the execution and for delivery to the Carrier of said wage assignments. Said wage assignments shall be delivered to the Carrier (in triplicate) with and in support of the deduction lists provided for in Section 3 of this Agreement.
3. The Organization will forward to the designated Carrier official an initial certified deduction list (in triplicate) which shall be submitted not less than thirty days in advance of the month in which the first dues deductions will be made under this agreement. It is understood further that such deduction lists shall not be subject to change more often than twice during any calendar year, and then only after not less than thirty days' advance notice.
4. The initial listing must show the payroll number (to be secured from the Employing Officer), employees' names in alphabetical order, Social Security number, employee number, amount of deduction, Lodge number, Treasurer name and address (street, city, state and zip code number).

Payroll deductions, as so authorized, will be made monthly by the Carrier from wages to be paid employee-members shown on said list for the first full payroll period in each such calendar month. The Carrier reserves the right to change the payroll period in which said deductions will be made, and the tenor, form, detail and number of copies required of the deduction lists, by giving to the Organization thirty days' advance notice thereof.

5. An individual wage assignment or revocation of a wage assignment to be effective for a particular month must be in the possession of the designated officer of the Carrier not later than the date established for receipt by him of the regular monthly deduction list, provided for in Section 3 hereof, for that particular month. The Carrier shall have the right to refuse to accept or

act upon any assignment or revocation of assignment which is illegible, or which is not fully or properly executed, or which fails to identify the signer adequately.

6. Errors in the deduction list provided for in Section 3 are to be corrected by the Organization by adjustment included in the subsequent regular monthly deduction list furnished by the Organization to the Carrier. If any question arises as to the correctness of the amount to be deducted as shown on the deduction list, the employee-member involved will handle and adjust such matters direct with the Organization.

7. The Carrier will forward to the secretary-treasurer of the local division of the Organization, on or before the 5th day of the month, a check or voucher for the total amount of said deductions made during the previous month, together with a statement showing the changes, if any, in the list submitted by the Organization for said calendar month.

8. Payroll deductions will be made by the Carrier on only one payroll per month designated by the Carrier. If earnings of an employee-member on that payroll are insufficient to permit deduction of the full amount specified on the deduction list, giving due effect to any and all deductions having priority as hereinafter provided, no deduction will be made and the Carrier will not be responsible therefor. The following payroll deductions shall have priority over deductions covered by this agreement:

Federal, State and Municipal taxes.

Premiums on any life insurance, hospitalization-surgical insurance, group accident and health insurance, and group annuities.

Other deductions required by law, such as garnishments and attachments.

Amounts due for supplies, telephone charges, etc., furnished by the Carrier.

9. Responsibility of the Carrier under this agreement shall be limited to remitting to the Organization amounts actually deducted from the wages of employee-members pursuant to this agreement, and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Insofar as permitted by law, any question arising as to the correctness of the amount deducted shall be handled between the employee-member involved and the Organization, and any complaints against the Carrier in connection therewith shall be handled and adjusted by the Organization on behalf of the employee-member concerned.

10. No part of this agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; and no part of this or any other agreement between the Carrier and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this agreement.

11. Nothing herein contained shall be construed to: (a) obligate or require any employee or employee-member to execute any wage assignment provided for herein, or (b) prohibit or restrict any employee or employee-member from revoking at any time any such wage assignment theretofore executed.

12. In the event the Organization ceases to represent the craft or class of employees to which employee-members belong, then all obligations of Carrier herein specified with respect to making deductions from the wages of such employee-members shall be and become terminated, void and of no effect whatsoever.

13. In the event Section 2, Eleventh, of the Railway Labor Act or any of its provisions, for any reason is declared unconstitutional or otherwise invalid, by a court of competent jurisdiction, then, in such event this agreement shall forthwith be and become terminated, void and of no effect whatsoever.

(Signatures not reproduced)

WAGE ASSIGNMENT

TO BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY
(the "Carrier"):

I hereby assign to the _____

that part of my wages necessary to pay my monthly union dues, assessments, and (if owing by me) an initiation fee (but not including fines and penalties), as reported to the Carrier by the secretary-treasurer of my local organization division or other authorized representative of the organization, in monthly deduction lists certified by him, as provided in the "Dues Check-Off Agreement" entered into by the Organization and the Carrier, the terms and provisions of which I am familiar with, acquiesce in and approve, and I hereby authorize the Carrier to deduct from my wages all such sums and pay them to the secretary-treasurer of my local organization division or other authorized representative of the organization in accordance with said Dues Check-Off Agreement.

I hereby reserve the right to revoke this authorization at any time at my discretion by furnishing a properly executed "wage assignment revocation" to the Burlington Northern Santa Fe Railroad not less than thirty days prior to the calendar month in which the revocation is to become effective, as contemplated by the terms of the "Dues Check-Off Agreement".

I understand that this authorization will automatically terminate in the event that any organization other than the _____

is certified by the National Mediation Board as the Representative of any craft or class in which I hold seniority.

I hereby agree to indemnify and save harmless the Burlington Northern and Santa Fe Railway Company from all liability arising or incurred as a result of this assignment of wages.

ORGANIZATION LOCAL UNION NO. _____

OCCUPATION _____

EMPLOYEE NUMBER _____

OPERATING DIVISION OR DEPARTMENT _____

SOCIAL SECURITY NUMBER _____

DATE _____

SIGNATURE _____

STREET _____

CITY _____

Attachment "B" _____ (Former BN only)

WAGE ASSIGNMENT REVOCATION

TO BURLINGTON NORTHERN SANTA FE RAILROAD COMPANY:

Effective _____,
I hereby revoke the wage assignment now in effect assigning to the

that part of my wages necessary to pay my monthly dues, assessments, and initiation fees, now being withheld pursuant to the Dues Check-Off Agreement between the Organization and the Burlington Northern and Santa Fe Railway Company, and I hereby cancel the wage assignment now in effect authorizing the Burlington Northern Santa Fe Railway Company to deduct such monthly union dues, assessments and initiation fees from my wages.

ORGANIZATION LOCAL UNION NO. _____
OCCUPATION _____
EMPLOYEE NUMBER _____
OPERATING DIVISION OR DEPARTMENT _____
SOCIAL SECURITY NUMBER _____
DATE _____
SIGNATURE _____
STREET _____
CITY _____

APPENDIX "F-2"

DUES DEDUCTION AGREEMENT

(For former ATSF employees only)

(From Agreement ATSF 4-24-74)

IT IS AGREED:

1. (a) Subject to the conditions hereinafter set forth, the Company will deduct the regular monthly dues, initiation fees and assessments (not including fines and penalties) which are uniformly required as a condition of acquiring or retaining membership in the Organization and which are payable to the Organization by members of the Organization, employed by the Company, from wages earned while occupying positions subject to the rules of the basic agreement in effect between the parties hereto, upon the written and unrevoked authorization of a member, in the form agreed upon by the parties hereto, copy of which is identified as Attachment "A" and made a part hereof.

(b) The authorization form shall be reproduced and furnished to its members by the Organization, without cost to the Company. The signed authorization will thereafter be forwarded by the Organization to the designated Company official along with a uniform certified deduction list. The deduction shall be uniform for each month and shall not be changed more often than once every three months.

(c) The Organization shall notify the Company of any assessments (not including fines and penalties), initiation fees or changes in amounts of dues.

(d) No costs will be charged against the Organization or the affected employees by the Company in connection with this Dues Deduction Agreement.

2. Authorized deductions will be made by the Company in the second period of each calendar month, which will be for dues of the member for the following month. The deduction will commence in the month the authorization is filed with the Company if the authorization reaches the designated company official on or before the tenth day of the month. The Company will remit to each Financial Secretary of each local lodge, on or before the 25th day of the month following the month in which such deductions are made, the total amount of deductions for the lodge involved. The Company will furnish each local lodge Financial Secretary a uniform, alphabetical deduction list (in triplicate) for each month. Such lists shall include the employee's name, Social Security Number or payroll identification number, and the amount deducted from the pay of each employee. The Company will also furnish a summary statement (recap) for each lodge, itemizing the number of employees from whom deductions are made and the amount deducted.

3. (a) In the event earnings of a member are insufficient to permit the full

amount of deduction, no deduction will be made.

(b) The following payroll deductions shall have priority over deductions covered by this Agreement:

Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments.

Amounts due the Company.

Hospital Association Dues.

Prior valid assignments and deductions.

(c) In cases where no deduction is made from the wages of a member due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the member for any subsequent payroll period.

4. Responsibility of the Company under this Agreement shall be limited to remitting the amounts actually deducted from wages of members, pursuant to this Agreement, and the Company shall not be responsible, financially or otherwise, for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amounts deducted shall be handled between the member involved and the Organization.

5. The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement. This shall not apply to any case in which the Company is the Plaintiff or moving party in the action.

6. (a) The authorization for deductions may be revoked by any member by written notice to the Organization or the Company any time after one year from the date of the authorization or immediately after any change in this Memorandum of Agreement, whichever occurs sooner. If the revocation is furnished to the Organization, the Organization will include notice of such revocation on the uniform certified deduction list specified in paragraph 1 (b) hereof.

(b) If any group of employees currently represented by the Organization for collective bargaining proposes to exercise their right under the Railway Labor Act to choose a new bargaining representative, as to those employees this Agreement is automatically terminated, and, upon notification of the change, the Company will make no further deductions for such employees.

(c) This Agreement shall become effective September 1, 1974, and, except as provided in 6 (b), shall remain in effect until modified or changed in accordance with the provision of the Railway Labor Act.

Signed at Chicago, Illinois this 24th day of April, 1974.

ACCEPTED FOR
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS:

FOR:
THE ATCHISON, TOPEKA AND SANTA
FE RAILWAY COMPANY:

Signatures not reproduced

ADDENDUM TO DUES DEDUCTION AGREEMENT
between
The Atchison, Topeka and Santa Fe Railway Company
and
The International Brotherhood of Boilermakers, Iron
Ship Builders, Blacksmiths, Forgers and Helpers;
International Brotherhood of Electrical Workers;
Brotherhood Railway Carmen of the United States
and Canada, and International Brotherhood of Firemen and Oilers

In accordance with the provisions of the Voluntary payroll Deduction of Political Contributions Agreement signed June 21, 1979, between carriers represented by the National Railway Labor Conference and the employees of said carriers represented by the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; International Brotherhood of Electrical Workers; Brotherhood Railway Carmen of the United States and Canada, and International Brotherhood of Firemen and Oilers, operating through the Railway employees' Department, AFL-CIO, the parties hereby amend the Dues Deduction Agreements of February 12, 1974, April 24, 1974, April 24, 1974 and May 22, 1974, respectively as amended, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases:

1 (a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employees voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "Attachment A" and made a part hereof.

(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days advance written notice from the employee to the Brotherhood and the carrier by registered mail. Changes in the amount may be changed under the dues deduction agreement.

2. The General Chairman or his designated representative shall furnish the carrier, with copy to appropriate units of the Brotherhood, an initial statement by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement showing additions and / or deletions furnished in the same manner as the initial statement required herein above.

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck.

4. Concurrent with making remittance to the Organization of monthly membership dues, the carrier will make separate remittance of voluntary political contributions to the officer of the organization's Political League designated to receive same, together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

5. The requirements of this agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly political contribution.

Signed at Chicago, Illinois this 23rd day of August, 1979.

APPENDIX "G-1"

NATIONAL MEDIATION AGREEMENT OF SEPTEMBER 25, 1964

Case No. A-7030

This Agreement made this 25th day of September, 1964, by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part hereof and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carrier's Conference Committees, and the employees of such carriers shown thereon and represented by the railway labor organizations signatory hereto, through the Railway Employees' Department, AFL-CIO,

Witnesseth:

IT IS AGREED:

ARTICLE I. EMPLOYEE PROTECTION

Section 1.

The purpose of this rule is to afford protective benefits for employees who are displaced or deprived of employment as a result of changes in the operations of the Carrier due to the causes listed in Section 2 hereof, and, subject to the provisions of this Agreement, the Carrier has and may exercise the right to introduce technological and operational changes except where such changes are clearly barred by existing rules or agreements.

Any job protection agreement which is now in effect on a particular railroad which is deemed by the authorized employee representatives to be more favorable than this Article with respect to a transaction such as those referred to in Section 2 hereof, may be preserved as to such transaction by the representatives so notifying the Carrier within thirty days from the date of receipt of notice of such transaction, and the provisions of this Article will not apply with respect to such transaction.

None of the provisions of this Article shall apply to any transactions subject to approval by the Interstate Commerce Commission, if the approval order of the Commission contains equal or more favorable employee protection provisions, or to any transactions covered by the Washington Job Protection Agreement.

Section 2.

The protective benefits of the Washington Job Protection Agreement of May, 1936, shall be applicable, as more specifically outlined below, with respect to employees who are deprived

of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual Carrier:

- a. Transfer of work;
- b. Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof;
- c. Contracting out of work;
- d. Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;
- e. Voluntary or involuntary discontinuance of contracts;
- f. Technological changes; and,
- g. Trade-in or repurchase of equipment or unit exchange.

Section 3.

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or reduction in forces due to seasonal requirements, the layoff of temporary employees or a decline in a Carrier's business, or for any other reason not covered by Section 2, hereof. In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 2 hereof, or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the Carrier.

Section 4.

The Carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of employee's residence) written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the General Chairmen of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the Carrier and the General Chairman or his representative, at his option, to

discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

Section 5.

Any employee who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 2 hereof, in a worse position with respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in Section 6(a), (b) and (c) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 6(a). No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreement, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position for which he elects to decline.

(b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a 'displacement allowance' which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a 'displaced' employee.

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

Section 6.

Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(a) through (j) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7(a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty percent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while employed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

| Length of Service | Period of Payment |
|-------------------------------|-------------------|
| 1 yr. and less than 2 yrs. | 6 months |
| 2 yrs. and less than 3 yrs. | 12 months |
| 3 yrs. and less than 5 yrs. | 18 months |
| 5 yrs. and less than 10 yrs. | 36 months |
| 10 yrs. and less than 15 yrs. | 48 months |
| 15 yrs. and over | 60 months |

In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing Carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a Carrier.

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or

2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation."

(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement or pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing Carrier for other reasonable comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so re-employed and the period of time during which he is so re-employed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such re-employment however he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

(j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause."

Section 7.

Any employee eligible to receive a monthly dismissal allowance under Section 6 hereof may, at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 9. Any employee eligible to receive a coordination allowance under Section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

Length of Service

Separation Allowance

| | |
|---------------------------------|----------------|
| 1 year and less than 2 years | 3 months' pay |
| 2 years and less than 3 years | 6 months' pay |
| 3 years and less than 5 years | 9 months' pay |
| 5 years and less than 10 years | 12 months' pay |
| 10 years and less than 15 years | 12 months' pay |
| 15 years and over | 12 months' pay |

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

- (a) Length of service shall be computed as provided in Section 7.
- (b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination."

Section 8.

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the Carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 9.

Any employee who is retained in the service of the Carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 10 (a) Any employee who is retained in the service of any Carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the Carrier under this provision and the ways and

means of transportation shall be agreed upon in advance between the Carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the Carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section."

Section 10.

Any employee who is retained in the service of the Carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May 1936, reading as follows:

"Section 11(a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing Carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing Carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.
2. If the employee is under a contract to purchase his home, the employing Carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing Carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the Carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the Carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

Section 11.

When positions are abolished as a result of changes in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman of the craft or crafts involved and the Carrier establishing provisions appropriate for application in the particular case; provided however, that under the terms of the agreement sufficient employees will be required to accept employment within their classification so as to insure a force adequate to meet the Carrier's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as herein-after provided.

Section 12.

Any dispute with respect to the interpretation or application of the foregoing provisions of Sections 1 through 11 of this Article (except as defined in Section 10) with respect to job protection, including disputes as to whether a change in the Carrier's operations is caused by one

of the reasons set forth in Section 2 hereof, or is due to causes set forth in Section 3 hereof, and disputes as to the protective benefits to which an employee or employees may be entitled, shall be handled as hereinafter provided.

ARTICLE II. SUBCONTRACTING - Not Applicable - see Appendix G-2

ARTICLE III. ASSIGNMENT OF WORK--USE OF SUPERVISORS

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours a week for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule.

ARTICLE IV. OUTLYING POINTS

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled as hereinafter provided and pending the disposition of the dispute the Carrier may proceed with or continue its designation.

Existing rules or practices on individual properties may be retained by the organizations by giving a notice to the carriers involved at any time within 90 days after the date of this agreement.

ARTICLE V. COUPLING, INSPECTION AND TESTING

In yards or terminals where carmen in the service of the Carrier operating or servicing the train are employed and are on duty in the departure yard, coach yard or passenger terminal from which trains depart, such inspecting and testing of air brakes and appurtenances on trains as is required by the Carrier in the departure yard, coach yard, or passenger terminal, and the related

coupling of air, signal and steam hose incidental to such inspection, shall be performed by the carmen.

This rule shall not apply to coupling of air hose between locomotive and the first car of an outbound train; between the caboose and the last car of an outbound train or between the last car in a "double-over" and the first car standing in the track upon which the outbound train is made up.

ARTICLE VI. RESOLUTION OF DISPUTES

Section 1. Establishment of Shop Craft Special Board of Adjustment

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this agreement. The parties agree that such disputes are not subject to Section 3, Second, of the Railway Labor Act, as amended.

Section 2. Consist of Board

The Board shall consist of 4 members, 2 appointed by the organizations party to this agreement, and 2 appointed by the carriers party to this agreement. For each dispute the Board shall be augmented by one member selected from the panel of potential referees in the manner hereinafter provided. Successors to the members of the Board shall be appointed in the same manner as the original appointees.

Section 3. Appointment of Board Members

Appointment of the members of the Board shall be made by the respective parties within thirty days from the date of the signing of this agreement.

Section 4. Location of Board Office

The Board shall have offices in the City of Chicago, Illinois.

Section 5. Referees--Employee Protection and Subcontracting

The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under Articles I and II of this agreement. Such selections shall be made within thirty (30) days from the date of the signing of this agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the 30 days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within 5 days after the receipt of such request.

Section 6. Term of Office of Referees

The parties shall advise the National Mediation Board of the names of the potential referees selected, and the National Mediation Board shall notify those selected, and their successors, of their selection, informing them of the nature of their duties, the parties to the agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member. Each panel member selected shall serve as a member until January 1, 1966, and until each succeeding January 1 thereafter unless written notice is served by the organizations or the carriers parties to the agreement, at least 60 days prior to January 1 in any year that he is no longer acceptable. Such notice shall be served by the moving parties upon the other parties to the agreement, the members of the Board and the National Mediation Board. If the referee in question shall then be acting as a referee in any case pending before the Board, he shall serve as a member of the Board until the completion of such case.

Section 7. Filling Vacancies--Referees

In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated in tenure as hereinabove provided, or a vacancy occurs in panel membership for any other reason, his name shall immediately be stricken from the list of potential referees. The members of the Board shall, within thirty days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty days after such meeting, he shall be appointed by the National Mediation Board.

Section 8. Jurisdiction of Board

The Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of Article I, Employee Protection, and Article II, Subcontracting.

Section 9. Submission of Dispute

Any dispute arising under Article I, Employee Protection, and Article II, Subcontracting, of this agreement, not settled in direct negotiations may be submitted to the Board by either party, by notice to the other party and to the Board.

Section 10. Time Limits for Submission

Within 15 days of the postmarked date of such notice, both parties shall send 15 copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

Section 11. Content of Submission

Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

- (a) The question or questions in issue;
- (b) Statement of facts;
- (c) Position of employee or employees and relief requested;
- (d) Position of company and relief requested.

Section 12. Failure of Agreement--Appointment of Referee

If the members of the Board are unable to resolve the dispute within twenty days from the postmarked date of such submission, either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five days after receipt of such request and notify the members of the Board of such appointment promptly after it is made. Copies of both submissions shall promptly be made available to the referee.

Section 13. Procedure at Board Meetings

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the purpose of deciding the dispute within 15 days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf of both. Decisions shall be made within thirty days from the date of such meeting.

Section 14. Remedy

If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of Article II, Subcontracting, which is sustained, the Board's decision shall not exceed wages lost and other benefits necessary to make the employee whole.

Section 15. Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute.

Section 16. Extension of Time Limits

The time limits specified in this Article may be extended only by mutual agreement of the parties.

Section 17. Records

The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

Section 18. Payment of Compensation

The parties hereto will assume the compensation, travel expense and other expense of the Board members selected by them. Unless other arrangements are made, the office, stenographic and other expenses of the Board, including compensation and expenses of the neutral members thereof, shall be shared equally by the parties.

Section 19. Disputes Referred to Adjustment Board

Disputes arising under Article III, Assignment of Work--Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing, of this agreement, shall be handled in accordance with Section 3 of the Railway Labor Act, as amended.

ARTICLE VII. EFFECT OF THIS AGREEMENT

This agreement is in full and final settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about October 15, 1962; and out of proposals served by the individual railroads on organization representatives of the employees involved on or about November 5, 1962, and Articles II, III and IV of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963. This agreement shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by each of the organizations signatory hereto.

ARTICLE VIII. EFFECTIVE DATE

The provisions of this agreement shall become effective November 1, 1964, and shall continue in effect until January 1, 1966, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. Section 6 notices will not be initiated nor progressed locally or concertedly covering the subject matter contained in the proposals of the parties referred to in Article VII, prior to January 1, 1966.

ARTICLE IX. COURT APPROVAL

This agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

SIGNED AT WASHINGTON, D.C., THIS 25TH DAY OF SEPTEMBER, 1964.

(Signatures Not Reproduced)

APPENDIX "G-2"

CB&Q LABOR AGREEMENT NO. 75-69

DATED DECEMBER 12, 1969

MEMORANDUM OF AGREEMENT

This Agreement made this 7th day of December, 1969, by and between the Chicago, Burlington and Quincy Railroad Company and its employees (including communications and system electricians, and system steamfitters) represented by the Shop Craft Organizations signatory hereto comprising System Federation No. 95 of the Railway Employees Department, AFL-CIO.

IT IS AGREED:

ARTICLE I. SUBCONTRACTING

Section 1.

As of the effective date of this Agreement, Article II--Subcontracting--of National Mediation Agreement A-7030 dated September 25, 1964 is hereby abrogated insofar as its application to the parties to this agreement.

Section 2.

Work set forth in the classification of work rules of the crafts parties to this agreement or work generally recognized as work of the crafts as referred to therein will not be subcontracted except in accordance with the terms of this agreement. The purchase of new modern equipment including technological changes in such equipment will not remove the repair of such equipment from the classification of work rules. It is understood that the word "subcontracted" includes unit exchange (trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts).

Section 3.

Subcontracting of work including unit exchange referred to in Section 2 of this Article I will be permitted only under the following conditions:

(a) When such work cannot be performed by the Carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed. In determining wage costs for performing the work on the property under this criterion, the following formula will be used:

Estimated number of hours to perform the work multiplied by the rate of pay of employees to be used, plus fringe benefits and 50% for shop overhead and supervision.

The following items comprise the fringe benefit cost:

| | |
|--|--------------|
| Vacations | 6.75% |
| Holidays | 4.88% |
| Railroad Retirement Taxes and RUIA | 17.79% |
| Supplemental Annuities | 1.33% |
| Hospital-surgical-medical and life insurance | <u>8.30%</u> |
| | 39.05% |

The percentage of labor cost attributed to fringe benefits is subject to adjustments as a result of changes in the cost of such benefits or the addition of other benefits which might be negotiated.

(b) Skilled manpower is not available on the property from active or furloughed employees. This criterion will not be used by the Carrier if employees are furloughed and the Carrier can make available the necessary employees to perform the work by recalling furloughed employees at the point, by hiring additional employees, or offering furloughed employees from other locations to transfer to the point where the work would be performed. In requesting furloughed employees to transfer from one location to another, seniority will govern.

(c) Essential equipment is not available on the property. Machinery and facilities will be considered available on the property if the Carrier owns such machinery and facilities on the date of this agreement, and if the machinery is of sufficient capacity or design to perform the work. Disposition of facilities or machinery, or failure to replace machinery that becomes inoperative or outdated cannot be used as a reason for subcontracting work.

When the volume of work of a particular type increases to a level where it would be economical to secure the proper equipment or machinery for performance of the work, failure of the Carrier to acquire such equipment or machinery cannot be used as a reason for subcontracting.

(d) The required time of completion of the work cannot be met with the skills, personnel or equipment available on the property. In determining whether or not the time of completion of the work can be met by having the work performed on the property, the parties will jointly consider working employees on an overtime basis, rescheduling vacations of employees and establishing another shift by recalling furloughed employees or hiring additional employees. It is recognized, however, that initiation of these steps might result in increased cost for performance of the work which must be taken into consideration in making a determination as to whether or not the work should be performed on the property.

Section 4.

(a) If the Carrier decides to subcontract work (except for minor repairs and in emergency situations) in accordance with this agreement, it will give the general chairman of the craft or crafts involved notice of its intention, which will include the reasons therefor, and will furnish the following data where applicable to the particular transaction:

(1) Subcontractor's bid broken down into man hours, labor charges, shop overhead, material costs and specific work to be performed.

(2) Blueprints, drawings, sketches, specifications, manufacturer's model number and any other information which will properly describe or identify the job, equipment, parts, or units involved in the particular transaction.

(3) Purchase agreements containing warranties and guarantees, return exchange options or rights, reciprocal agreements with manufacturers, and other rail carriers dealing with leasing or exchange of locomotives, cars, equipment, communication and electrical equipment.

(4) Carrier's purchase orders with specifications and cost of labor and materials.

(5) Information relative to estimated completion date and actual date completed by Contractor.

(6) True copy of invoices received from the subcontractor relative to the transaction, showing hours, labor charges and material costs.

(7) List of special machinery, tools, gauges and any other technical devices needed to perform the work involved in the transaction. (b) If requested, the Carrier will also furnish the General Chairman of the craft or crafts involved the above data, where applicable, in transactions involving minor repairs and emergency situations where no advance notice is required.

(c) The General Chairman or his designated representative will notify the Carrier within ten days from the postmarked date of the Carrier's notice to subcontract work of any desire to discuss the involved transaction and a conference will be arranged to discuss such transaction within ten days from the date the General Chairman or his representative notifies the Carrier of his desire to discuss the matter. If the parties are unable to reach an agreement at such conference the Carrier may nevertheless proceed to subcontract the work and the organization may process the dispute to a conclusion as hereinafter provided.

(d) If the General Chairman or his designated representative requests data in transactions involving minor repairs and emergency situations where no advance notice has been given, he will notify the Carrier within ten days from the postmarked date of the Carrier's letter

furnishing such data of any desire to discuss the matter and a conference will be arranged within ten days from such notification. Any dispute as to whether the transaction involved minor repairs or an emergency situation may be processed to a conclusion as hereinafter provided.

(e) The term "minor transaction" as used herein is interpreted to mean an item of repair requiring eight (8) man hours or less to perform, and which occurs at a location where mechanics of the craft involved and/or spare units or parts are not available or cannot be made available within a reasonable time to make the repair; or where, because of time or expense, the equipment cannot be sent to another shop operated by the Carrier for repair.

(f) "Emergency" is defined to mean: "An unforeseen combination of circumstances or the resulting state which calls for prompt or immediate action involving safety of the public, employees and Carrier's property or avoidance of unnecessary delay to Carrier's operations."

Section 5.

While the Carrier reserves the right to purchase new equipment and component parts, it recognizes the employees' interest and concern about the manufacturing of certain parts which is presently being performed for the Carrier by outside firms. Therefore, if the Carrier has component parts manufactured in accordance with its specifications, such work will be considered subcontracting and will be subject to the terms of this agreement provided it is work covered by the classification of work rules or is generally recognized as work of a craft party to this agreement.

ARTICLE II. RESOLUTION OF DISPUTES

Disputes arising out of application of Article II--Subcontracting--of the September 25, 1964 National Agreement which have not been submitted to Special Board of Adjustment No. 570 as of the date of this agreement are hereby withdrawn. Disputes arising out of application of this agreement will be handled in accordance with Article VI of Mediation Agreement A-7030 as hereinafter modified provided the signatories to that agreement concur in Special Board of Adjustment No. 570 assuming jurisdiction over such disputes. The parties to this agreement will jointly request that such Board be granted jurisdiction over any disputes arising hereunder.

(a) Time limit on claims. All claims involving subcontracting of work must be filed in behalf of named claimants with the Carrier's highest officer designated to handle claims and grievances within sixty (60) days of the conference held in accordance with Article I, Section 4, of this agreement. If the claim is to be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify the representative of the Organization in writing the reasons for such disallowance. If the Organization representative desires to further progress the claim he may do so by submitting the dispute within nine (9) months of its disallowance to Special Board of Adjustment No. 570 created pursuant to Article VI of Mediation Agreement A-7030. It is understood that the parties may, by agreement, in any particular case, extend the time limits specified herein.

(b) Filing of submissions with the Board. The fifteen-day time limit for filing submissions with Special Board of Adjustment No. 570 as provided in Article VI, Section 10, of Mediation Agreement A-7030 is hereby changed to thirty (30) days.

(c) Remedy. Article VI, Section 14, of Mediation Agreement A-7030 is hereby abrogated and the following provision is substituted therefor:

If Special Board of Adjustment No. 570 decides in a particular dispute that the Carrier failed to give notice in accordance with this agreement, it shall award liquidated damages to be determined by multiplying 10% of the number of hours charged by the subcontractor for performing the work by the hourly rate of pay of claimants. Such amount thus determined shall be divided equally between claimants.

If the Board holds in a particular case that the Carrier subcontracted work in violation of Article I of this Agreement and the monetary relief sought is on behalf of a named furloughed employee who would have otherwise performed the work, it shall award such employee the amount of wages lost and other benefits necessary to make him whole. If the monetary relief sought is on behalf of employees in active service who were not adversely affected by the subcontracting, the Board shall nevertheless award minimum liquidated damages as specified above. It is understood that the Board cannot award liquidated damages in accordance with the previous paragraph if it awards such damages under this paragraph.

ARTICLE III. EFFECT OF THIS AGREEMENT.

This agreement is in full and final settlement of the dispute growing out of the Organizations' March 25, 1968 notice and the Carrier's March 29, 1968 notice served upon the Organizations for concurrent handling therewith.

The provisions of this agreement shall become effective on December 16, 1969 and shall continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, D. C. this 7th day of December, 1969.

(Signatures Not Reproduced)

CB&Q LABOR AGREEMENT NO. 76-69

MEMORANDUM OF AGREEMENT

This agreement made this 7th day of December, 1969, by and between the Chicago, Burlington & Quincy Railroad Company and its employees (including communications and system electricians, and system steamfitters) represented by the Shop Craft Organizations signatory hereto comprising System Federation No. 95 of the Railway Employees Department, AFL-CIO.

1. Repairs, including rebuilding, upgrading or dismantling of CB&Q owned or leased freight and passenger cars, will not be subcontracted unless otherwise agreed between the Carrier and the General Chairmen of the crafts involved.

2. Repair work covered by the classification of work rules on locomotives, acquired through purchase or lease, will not be subcontracted outside the warranty period except in accordance with the agreement dated December 7, 1969, between the parties hereto.

On the effective date of this agreement repair work on the following parts of General Electric locomotives not under warranty will be subcontracted only in accordance with the agreement dated December 7, 1969 between the parties hereto:

| | |
|--------------------|----------------------|
| Main Generators | Axle Alternators |
| Alternators | Auxiliary Generators |
| Fuel Pump Motors | Power Contractors |
| Traction Motors | Reversers |
| Trucks | Cam Switches |
| Exciter Generators | Small Relays |
| Blower Motors | |

Carrier will also perform other small work items for which it is equipped.

The Carrier will endeavor to secure necessary equipment not later than six (6) months from the effective date of this agreement to perform other repair work covered by classification of work rules on GE locomotives, outside the warranty period, which it is not presently equipped to do. The time limit is subject to the availability of such necessary equipment and time required after receipt for its installation at the shop.

3. In application of Article 1, Section 5, of the agreement dated December 7, 1969 between the parties hereto, the following are examples of items presently being manufactured for the Carrier in accordance with its specifications:

Smoke Jacks
Sewer Baskets
Wire Baskets

Trays for Coal Conveyor
Special Tanks
Mail Car Cinder Guards
Battery Box Covers
Cab Card Holders
Special Wrenches
Freight Car Forgings which are not stock items.
Draft Gear Carriers
Brake Rod Carriers
Bell Crank Brackets
Brake Stop Brackets
Hand Brake Supports
Branch Pipe "T" Brackets
Side and End Ladder Stile Connections
Dining Car Floor Racks
Baggage Car Floor Racks
Dining Car Steam Table Board
Canvas Mail Pouches
Canvas Cover and Windshield

4. The provisions of this agreement shall become effective on December 16, 1969 and shall continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, D. C., this 7th day of December, 1969.

(Signatures not reproduced)

CB&Q LABOR AGREEMENT NO. 77-69
MEMORANDUM OF AGREEMENT
Between
CHICAGO, BURLINGTON AND QUINCY
RAILROAD COMPANY
and
SYSTEM FEDERATION NO. 95

The following understandings are reached respecting roadway work equipment.

1. Roadway work equipment, owned or leased, is understood to encompass that equipment used in the Carrier's maintenance of way department, which are operated on or off track, but does not include any licensed automotive rubber tired equipment, whether or not capable of also being operated on rail.

2. It is recognized that repair work on equipment described in paragraph 1 is subject to classification of work rules of the crafts comprising System Federation No. 95.

3. When roadway work equipment is sent to mechanical or engineering department shops for repairs, operators of such machines shall be permitted to assist in making such repairs (performing such mechanic's work as they are capable of doing) during the period November 1 to May 1 in the ratio of one (1) work equipment operator to each mechanic assigned to the repair of roadway equipment, provided there are no mechanics of the particular craft assigned to such repairs laid off at the seniority point or seniority points where such repairs are being made.

4. Should it become necessary to send roadway equipment to mechanical or engineering department shops for emergency repairs during the period May 1 to November 1, the operators of such machines may follow their machines and assist in making the emergency repairs.

5. Except as provided in paragraph 6, if the Carrier desires to subcontract repairs to any of its roadway work equipment as defined in paragraph 1 hereof, other than Electromatic tampers, tie injectors, tractor backhoes and spike drivers, the provisions of the agreement of December 1969 dealing with subcontracting will be applicable. It is agreed that one year from the date of this agreement, Labor Relations and Engineering Department officers will meet with officers of System Federation No. 95 for the purpose of discussing repairs thereafter to the four items of equipment referred to in this paragraph 5.

6. Repairs to roadway work equipment of a minor or emergency nature in the field by any craft or by a subcontractor will not be considered a violation of any agreement between the parties hereto.

7. If Carrier decides to repair roadway work equipment at a shop other than at Havelock, Nebraska, employees of the crafts involved at Havelock will be offered opportunity to transfer to the point where the repairs are to be performed. The opportunity to transfer will be

offered in seniority order to the extent of the estimated number of employees needed. Such employees electing to transfer will transfer with their seniority and have it dovetailed on the appropriate roster. If the location requires the transferring employee to move his place of residence, he will be allowed moving and real estate benefits provided in Letter No. 1 of even date.

8. The Agreement does not nullify any benefits provided in CB&Q Labor Agreement No. 45-67.

The provisions contained herein cancel and supersede all previous understandings relating to repair of roadway work equipment.

This agreement shall become effective on December 16, 1969 and shall remain in full force and effect until changed or modified in accordance with the provisions of the amended Railway Labor Act.

Signed at Washington, D. C., this 7th day of December, 1969.

(Signatures not reproduced)

LETTER OF INTENT NO. 1

December 7, 1969
Washington, D.C.

Mr. G. R. DeHague
Secretary-Treasurer
System Federation No. 95
Burlington, Iowa

Dear Sir:

This will confirm understanding reached in conference this date concerning moving and real estate benefits for employees.

An employee who is requested to transfer pursuant to Article I, Section 3(b) of the Agreement dated December 7, 1969 in connection with subcontracting to a new point of employment which is in excess of thirty (30) normal route miles from his former work location but which is not closer to his residence than his former location, and if he makes such transfer, will be allowed the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement dated May 21, 1936 notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of five hundred dollars (\$500) and six (6) working days instead of "two working days" provided in Section 10(a) of said agreement.

In lieu of the benefits contained in Section 11 of the Washington Agreement, an employee who owns his home and who transfers to the new point of employment in accordance with this agreement may elect the following option:

- (i) He will be paid 15 per cent of the fair market value of his home.
- (ii) For each year (12 calendar months) in excess of ten (10) years the employee occupied his home prior to the date of transfer, he will be allowed an additional one per cent per year of the fair market value of his home, but not to exceed the number of years of continuous service with the Carrier party to this agreement, and not to exceed an additional 10 per cent.
- (iii) The employee will be permitted to retain title of his home and will retain responsibility for any and all indebtedness, if any, outstanding against his home. The Carrier will assume no liability whatever in connection therewith.

An employee electing the above option will notify the Carrier within thirty (30) days of the date he moves, providing evidence of ownership and length of such ownership, whereupon payment provided in paragraphs (i) (ii) above shall be made within thirty (30) days thereafter.

The term "home" as used in the option provided above means the single primary place of abode of an employee which is a structure consisting of not more than two (2) dwelling units (duplex) and located on a building site of not more than one (1) acre and which is utilized for residential purposes only.

Please signify your acceptance and concurrence in the foregoing by affixing your signature and those of the other General Chairmen in the spaces provided on duplicate copy of this letter and return same for my file.

(Signatures not reproduced)

LETTER OF INTENT NO. 2

Washington, D. C.
December 7, 1969

Mr. G. R. DeHague
Secretary-Treasurer
System Federation No. 95
Burlington, Iowa

Dear Sir:

Referring to discussions during negotiations on subcontracting dispute with reference to repairs to storehouse and Mechanical Department platform equipment. Some examples are fork lift trucks, pulling tractors, chore boys, Krane Kars, and platform trucks.

This will confirm understanding that we recognize repair work on such equipment as being subject to classification of work rules of the crafts comprising System Federation No. 95 and as such will be subject to provisions of agreement of even date dealing with sub-contracting.

Please acknowledge.

(Signatures not reproduced)

LETTER OF INTENT NO. 4

Washington, D. C.
December 7, 1969

Mr. G. R. DeHague
Secretary-Treasurer
System Federation No. 95
Burlington, Iowa

Dear Sir:

Referring to our discussions during conference on the subcontracting dispute with particular reference to the matter of warranties.

This will confirm understanding that if the Carrier purchases equipment on which it secures a service contract or a warranty, which contemplated that repairs to such equipment will be performed by or at the expense of the manufacturer beyond the standard purchase warranty period, the Carrier will endeavor to have such repairs performed by its employees.

Please acknowledge.

(Signatures not reproduced)

LETTER OF INTENT NO. 5

Washington, D. C.
December 7, 1969

Mr. G. R. DeHague
Secretary-Treasurer
System Federation No. 95
Burlington, Iowa

Dear Sir:

This will confirm our understanding reached in conference this date in connection with the disposition of the subcontracting of work dispute, that effective thirty days from the date of this letter the Carrier will resume the repairing of steam heat equipment to the same extent such repairs were formerly made on the property.

Claims that have arisen in connection with this matter are hereby withdrawn.

Please signify your acceptance and concurrence in the foregoing by affixing your signature and those of the other General Chairmen in the spaces provided on duplicate copy of this letter and return same for my file.

(Signatures not reproduced)

LETTER OF INTENT NO. 6

Washington, D. C.
December 7, 1969

Mr. G. R. DeHague

Secretary-Treasurer
System Federation No. 95
Burlington, Iowa

Dear Sir:

Referring to discussion during negotiations on subcontracting dispute about the repairs to stators, armatures and alternators.

This will confirm understanding that the Carrier will continue to repair such items as we have done in the past. You recognize the right of the Carrier to scrap such material when no longer economical to repair and buy new equipment. If any sub-contracting thereof, it will be subject to the provisions of the Agreement of even date.

Claims that have arisen in connection with this matter are hereby withdrawn.

Please signify your acceptance and concurrence in the foregoing by affixing your signature and those of the other General Chairmen in the spaces provided on duplicate copy of this letter and return same for my file.

(Signatures not reproduced)

LETTER OF INTENT NO. 7

Washington, D. C.
December 7, 1969

Mr. G. R. DeHague
Secretary-Treasurer
System Federation No. 95
Burlington, Iowa

Dear Sir:

This will confirm our understanding this date that if the Carrier employs supervisors in its Maintenance of Way Department who are furnished with trucks equipped to repair roadway work equipment and they engage in such work, such employees will be classified as traveling mechanics.

One year from this date, the parties will meet and agree upon rules and working conditions to be applied to any such traveling mechanics referred to herein. In the interim period, such employees will be considered subject to the provisions of the collective bargaining agreement between the CB&Q and System Federation No. 95 but will be exempted from the application of all rules except discipline and investigation rules and the Union Shop Agreement. Such employees will be required to commence paying dues to the appropriate shop craft

organization effective January 1, 1970 with the understanding that no initiation dues will be required.

Please signify your acceptance and concurrence in the foregoing by affixing your signature and those of the other General Chairmen in the spaces provided on duplicate copy of this letter and return same for my file.

(Signatures not reproduced)

LETTER OF INTENT NO. 8

Washington D. C.
December 7, 1969

Mr. J. P. Hiltz, Jr.
Chairman
National Railway Labor Conference
1225 Connecticut Avenue, N. W.
Washington, D. C. 20005

Mr. J. E. Yost
President
Railway Employees Department, AFL-CIO
220 South Street
Chicago, Illinois

Gentlemen:

The Chicago, Burlington & Quincy Railroad Company and System Federation No. 95 have this date reached an agreement amending Article II of Mediation Agreement A-7030 dated September 25, 1964. A copy of such agreement is attached. Article II of the enclosed agreement sets forth the parties' desire to have any dispute arising thereunder adjudicated by Special Board of Adjustment No. 570 established by Article VI of the National Agreement.

We would appreciate your advising us if there is any objection to the Special Board assuming jurisdiction over disputes arising under the attached agreement.

(Signatures not reproduced)

LETTER OF INTENT NO. 10

At Washington, D. C.
December 7, 1969

Mr. William J. Usery, Jr.

Assistant Secretary of Labor-
Labor Management Relations
Washington, D. C.

Dear Mr. Usery:

Please be referred to discussion at conferences concerning Article II(c) of the Agreement of even date dealing with the subcontracting dispute.

The parties have agreed that anytime after six months from the date the Agreement is signed, either of the parties may request a meeting for the purpose of reviewing experience under said Article II(c). If either party feels that such provision needs revision and satisfactory agreement cannot be reached, the parties will jointly request your services to assist them in resolving the dispute. You advised that you would accept such an assignment.

(Signatures not reproduced)

APPENDIX "G-3"

LABOR RELATIONS DEPARTMENT

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 222-7773 or 224-5588
BN 5/18/70(c)
May 18, 1970

Mr. M. J. Batinich, Genl Chrnm, IAM
Room 417, 360 Roberts St., St. Paul, Minn. 55101

Mr. G. R. DeHague, Genl Chrnm, IAM
2516 Yoder Drive, Burlington, Ia. 52601

Mr. R. W. Jackson, Genl Chrnm, IAM
2395 University Ave., St. Paul, Minn. 55114

Mr. J. D. Gabiou, Genl Chrnm, SMWIA
204 "J" St., NE, Brainerd, Minn. 56401

Mr. E. J. Hayes, Genl Chrnm, SMWIA
545 S. Broadway, Aurora, Ill. 60505

Mr. A. L. Kohn, Genl Chrnm, IBoF&B
2303 N. 49th St., Milwaukee, Wisc. 53210

Mr. C. H. Long, Genl Chrnm, IBoF&O
1201-1/2 Regents Blvd., Tacoma, Washington 98466

Mr. W. J. Peck, Genl Chrnm, IBoFEW
360 Robert St., Room 416, St. Paul, Minn. 55101

Mr. O. A. Walimaa, Genl Chmn, IBoFEW
767 S. Lexington Pkwy, St. Paul, Minn. 55102

Mr. K. L. Smart, Genl Chrnm, BRCoFUS&C
604 8th Ave., SE, E Grand Forks, Minn. 56721

Mr. N. G. Robison, Genl Chrnm, BRCoFUS&C
4100 Cornhusker Highway, Lincoln, Neb. 68504

Mr. Sam Bongiovanni, Genl Chrnm, BRCoFUS&C
Room 418, 360 Robert St., St. Paul, Minn. 55101

Gentlemen:

This is to confirm our understanding in conference on April 2 and 3, 1970, concerning the intent, meaning and application of the so-called CB&Q Agreements No.s 75-69, 76-69, 77-69 and Letters of Intent Nos. 1 through 10, which were executed on December 7, 1969, insofar as they will apply to the Burlington Northern, Inc.

APPENDIX "G-3" -- Page 1 and application of the so-called CB&Q Agreements No.s 75-69, 76-69, 77-69 and Letters of Intent Nos. 1 through 10, which were executed on December 7, 1969, insofar as they will apply to the Burlington Northern, Inc.

I. The following understandings apply to Agreement No. 75-69:

(a) Article I, Section 1: Article II, Subcontracting, of the September 25, 1964 National Agreement shall continue to apply until January 1, 1972 to all territory of the Burlington Northern except to the territory presently covered by the December 7, 1969 agreements (the former Chicago, Burlington and Quincy Railroad Company). This moratorium on application of the December 7, 1969 Agreements to other than former CB&Q territory shall end with respect to Agreement No. 77-69, when roadway equipment covered by that agreement from former CB&Q territory is sent to shops located on other than former CB&Q territory. On January 1, 1972, CB&Q Agreements Nos. 75-69, 76-69, 77-69 and Letters of Intent Nos. 1 through 10 will become applicable to all territory of the Burlington Northern, as provided in this Letter of Understanding.

(b) Article I, Section 3(b): The Carrier's obligation to recall, hire or transfer employees is limited to individuals having four years' experience in the trade or having served an apprenticeship in the trade, or having been up-graded in the trade, or subject to upgrading under an up-grading agreement.

(c) Article I, Section 3(c): It is understood that (1) the word "work" in the second paragraph is the same "work" covered by the first paragraph; (2) the second paragraph does not require the acquisition or construction of facilities; (3) in determining whether it is economical to purchase new equipment or machinery under the second paragraph, it is understood that accepted accounting practices and criteria for determining priority of capital expenditures, will be a relevant consideration, whenever purchase of machinery and equipment exceeds \$100,000 in any fiscal year; (4) the Organization representatives will notify the Carrier when they consider the volume of any work has reached the point for economical performance on the property, and should it be determined that the Organization representatives are correct, there shall be no penalties during the time necessary to secure and install any equipment or machinery necessary to perform the work.

(d) Article I, Section 3(d): Since the basic consideration of this criteria is that time is of the essence in many situations, it is recognized that for an item of work the Carrier may not be able to delay its decision to contract the work long enough to allow the parties to make the joint considerations prior to the subcontracting as contemplated in the paragraph, and such failure

to "jointly consider" will not constitute violation of the agreement. Also, at the Carrier's request, the Organization will "jointly consider" on a general or abstract basis specific occurrences, and establish guidelines which will constitute compliance with Article I, Section 3(d) in subsequent specific occurrences of the same nature.

(e) Article I, Section 4(a): The data listed in subparagraphs (1) through (7) need only be furnished where pertinent to the particular criteria for contracting involved. If upon receipt of the notice the General Chairman believes that other such supporting data is necessary, it will be supplied upon request.

(f) Article I, Section 4(b): The data required to be furnished for "minor repairs and emergency situations" is confined to data relevant to a determination of whether or not the criteria of "minor repairs" and "emergency situation" was satisfied, including data relative to performance of the work on the property.

(g) Article I, Section 4(f): The word "unnecessary" is deleted from the definition of emergency.

(h) Article II: Wherever under the December 7, 1969 agreements it is necessary to have mutual agreement between the parties relating to the contracting of work, alleged unreasonable refusal of the Organization to enter into such an agreement, may be referred to Special Board of Adjustment No. 570 for final determination.

II. The following understandings apply to Agreement No. 76-69:

(a) Paragraph I concerning freight and passenger car work contemplates the continuance of existing contractual arrangements whereby repairs are made to Burlington Northern owned or leased cars by such outside companies as Burlington Refrigerator Express, Western Fruit Express and pool arrangements with foreign railroads. (The Carrier shall advise the carman's General Chairman of the arrangements now in existence and any additions or changes in the present pool arrangements.) The paragraph does not apply to equipment while it is in revenue service off the line of the Burlington Northern. The paragraph also recognizes that under certain circumstances equipment may be sent back to manufacturers for correction of defects in design, workmanship, or material. The paragraph is not intended to change existing jurisdictional practices relative to employees represented by other organizations with respect to dismantling of equipment.

(b) Paragraph 2: The last paragraph concerning acquisition of necessary equipment to perform repair work on General Electric locomotives was a one-time proposition applicable to the former Chicago, Burlington and Quincy Railroad Company and does not require similar action to be taken on other territory of the Burlington Northern. Future contracting of repair work on General Electric locomotives will be subject to the criteria contained in CB&Q Labor Agreement No. 75-69.

III. The following understanding applies to Agreement No. 77-69:

The existing jurisdictional practices whereby certain types of this work are performed by employees represented by organizations not party to this agreement remain unchanged.

IV. The following understanding applies to Letter of Intent No. 2:

This agreement applies only to types of vehicles not licensed for highway operation.

V. The following understanding applies to Letter of Intent No. 5:

The term "steam heat equipment" refers to steam heat equipment on passenger cars, locomotives and so-called heater cars.

VI. The following understanding applies to Letter of Intent No. 7:

This letter concerns special circumstances and has application only to the former Chicago, Burlington and Quincy territory.

VII. The following understanding applies to Letter of Intent No. 9:

The principles of Letter of Intent No. 9 will apply, upon request of the General Chairman, and as applicable to the rules and agreements adopted to cover wrecking service on the Burlington Northern.

Sincerely,

T. C. DeBUTTS
Vice President

ACCEPTED BY:

W. J. Peck
General Chairman, IBEW, GN, CB&Q

Paul E. Warfel
General Chairman, IBEW, NP & SP&S

APPENDIX "H"

IMPLEMENTING AGREEMENT NO. 1

Between

BURLINGTON NORTHERN, INC.

and its

COMMUNICATIONS AND ELECTRICAL DEPARTMENT EMPLOYEES

Represented by

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AFL-CIO

Pursuant to Sections 1 and 5 and Appendix "E" of the Agreement of December 29, 1967 for the protection of employees, it is agreed:

I. Consolidation of Seniority Rosters:

Effective on the date this Agreement is signed, all preexisting seniority districts specified in existing separate collective bargaining agreements between the parties signatory hereto and all pre-existing seniority rosters made pursuant to such agreements will be canceled and abolished, and a new seniority district and seniority rosters will be established as provided in this Memorandum of Agreement. This does not include seniority districts and seniority rosters at the Allouez Ore Dock and St. Paul General Office Building.

A. Communication Department Employees:

(1) Seniority rights of employees shall be system-wide and separate rosters issued as follows:

| | Roster | Positions Covered |
|--------------|---------------|--|
| Class | 1-A | Electronic Technicians, Communication Technicians, Shop Foremen (and Equipment Installers on former CB&Q) |
| | 1-B | Radio Technicians, Electronic Technicians |
| | 1-C | Cable Splicers |
| | 1-D | Shop Equipment Repairmen |
| | 2.00 | District Linemen |
| | 3.00 | Crew Foremen |
| | 4.00 | Assistant Crew Foremen |
| | 5.00 | Crew Linemen |
| | 6.00 | Groundmen (and Supplymen on foremer GN) |

(2) Employees who hold seniority on existing seniority rosters will be dovetailed onto the new seniority rosters in the following manner:

Class Former

| | | | |
|-----|--|------|----|
| (a) | Communication Technician | 1-A | |
| | (1) Communication Maintainers | 1 | NP |
| | (2) Equipment Installers | A(2) | Q |
| | (3) Equipment Repairmen | A(3) | Q |
| | (4) District Linemen | B(1) | Q |
| | (5) Telephone Inspectors | 1-A | GN |
| (b) | Radio Technician | 1-B | |
| | (1) Communication Maintainers | 1 | NP |
| | (2) Equipment Installers (With License) | A(2) | Q |
| | (3) Equipment Repairmen (With License) | A(3) | Q |
| | (4) District Linemen (With License) | B(1) | Q |
| | (5) Radio men | 1-D | GN |
| (c) | Cable Splicers | 1-C | |
| | (1) Cable Splicers | A(1) | Q |
| | (2) Cable Splicers | 1-B | GN |
| (d) | Shop Equipment Repairmen | 1-D | |
| | (1) Communication Maintainers | 1 | NP |
| | (2) Shop Equipment Repairmen | 2 | NP |
| | (3) Equipment Installers | A(2) | Q |
| | (4) Equipment Repairmen | A(3) | Q |
| | (5) District Linemen | B(1) | Q |
| | (6) Telephone Inspectors | 1-A | GN |
| | (7) Shop Electricians | 1-A | GN |
| (e) | District Linemen | 2 | |
| | (1) Communication Linemen | 3 | NP |
| | (2) District Linemen | B(1) | Q |
| | (3) District Linemen | 2 | GN |
| | (4) Assistant Communication Lineman Class 6 who are or who have worked in that category | | |
| (f) | Crew Foremen | 3 | |
| | (1) Crew Foremen | 5 | NP |
| | (2) Assistant Crew Foremen | 5 | NP |
| | (3) Crew Foremen | B(2) | Q |
| | (4) Crew Foremen | 3 | GN |

| | | | |
|-----|----------------------------|------|----|
| (g) | Assistant Crew Foremen | 4 | |
| | (1) Crew Foremen | 5 | NP |
| | (2) Assistant Crew Foremen | 5 | NP |
| | (3) Crew Foremen | B(2) | Q |
| | (4) Crew Foremen | 3 | GN |
| | (5) Leading Linemen | 4 | GN |
| (h) | Crew Linemen | 5 | |
| | (1) Crew Linemen | 6 | NP |
| | (2) Assistant Crew Linemen | 7 | NP |
| | (3) Crew Linemen | C | Q |
| | (4) Crew Linemen | 5 | GN |
| (i) | Groundmen | 6 | |
| | (1) Groundmen | 8 | NP |
| | (2) Groundmen | D | Q |
| | (3) Groundmen | 6 | GN |

(3) It is agreed that the seniority classification of Installer (former Chicago, Burlington and Quincy Railroad Company) is retained as long as anyone remains on that list but no new names will be added. The positions of Installer presently in existence shall be confined to the former Chicago, Burlington and Quincy Railroad Company and may be retained as long as the present incumbents remain on these positions after which the duties and responsibilities covered by that classification shall be considered as being covered by the classifications of Communication Technician Class 1-A or Radio Technician Class 1-B as appropriate. These employees working as Installer Helpers shall be considered as Communication Technician trainees and shall be given credit towards completion of the required 255 days of trainee time in an amount of days equal to the number of days such employee worked as Installer Helper. Rest days, overtime, vacation days or days taken off for sick leave shall not be counted as trainee time.

(4) The seniority roster for Supplymen on former GN will be retained but no new names will be added.

B. Division System and Crew Electricians:

(1) Seniority of employees shall be system-wide, and separate seniority rosters will be maintained as follows:

Roster Positions Covered

1. System, Division Electrician Wiremen, and Journeymen Electrician Wiremen
2. Electrician Helpers
3. Electrician Apprentices (temporary only during training period)

(2) Employees who hold seniority on existing seniority rosters will be dovetailed onto the appropriate mechanic helper and apprentice roster as indicated above, including the present incumbents of the former SP&S line electrician positions. All other electrician mechanics who held seniority on the former SP&S mechanical shop craft electrician mechanics' seniority rosters, shall continue to have the right to exercise seniority on electrician wiremen positions under this agreement, which are headquartered within the territory of the mechanical shop craft Portland Seniority District, on the basis of their mechanical shop craft seniority date, provided that the first exhaust their rights under the Mechanical Shop Craft Schedule Agreement on their seniority district. Such an employee will then be placed on the appropriate seniority roster under this agreement.

(3) Electrician helpers presently employed on the former Chicago, Burlington and Quincy Railroad Company shall continue to receive the monthly rate and shall be considered as Apprentice electricians and be given credit toward completion of the required six (6) periods of apprenticeship time in an amount of days equal to the days spent as Electrician helper. Subject to call days, rest days, vacation days or days taken off for sick leave shall not be counted towards completion of apprenticeship time. The same consideration shall be given to electrician helpers on the former Great Northern and former Northern Pacific if they can show both parties that they have the necessary training and/or experience. Groundmen on the former Chicago, Burlington and Quincy Railroad Company who have been climbing poles and assisting crew linemen in pole top work shall be considered as crew linemen trainees and shall be given credit towards completion of the required 255 days of trainee time in an amount of days equal to the number of days spent climbing and assisting the linemen in pole top work. Rest days, vacation days, or days taken off for sick leave shall not be counted towards completion of the trainee time.

C. Allouez Ore Dock and taconite facility:

(1) All employees of this facility who do not already have a seniority date on the system electrician rosters under paragraph B, above, will be dovetailed onto the system rosters with their Allouez seniority date. This will not apply to employees who hire out in the future at this facility.

(2) Such employees must exhaust their rights at the Allouez Docks and taconite facility before exercising their seniority on the system rosters, and they must return to the Allouez Docks and taconite facility whenever regular assignments are available to them unless it would involve a change in residence.

D. Seniority Preference:

(1) The seniority rosters established under Paragraphs A and B, above, will indicate by the following symbols designating the employee's home road, any seniority date which was established prior to March 3, 1970:

| | | | | | |
|------|---|-----|------|---|-----|
| NP | - | "N" | GN | - | "G" |
| CB&Q | - | "Q" | SP&S | - | "S" |

(2) Employees exercising seniority which is identified as indicated above, to positions headquartered at points listed below as being located on their own home road and not at common points, will have preferential rights to that position over all employees whose seniority is not identified as acquired on that home road. At the below listed common points, all employees with home-road preferential rights from the home roads designated as common to that point will have equal preferential rights.

N Points

| | |
|--------------------|----------------------------|
| Mandan, N. D. | Forsyth, Mont. |
| Jamestown, N. D. | St. Regis, Mont. |
| Staples, Minn. | Paradise, Mont. |
| Brainerd, Minn. | Lewiston, Idaho |
| Dickenson, N. D. | Auburn, Wash. |
| Glendive, Mont. | Tacoma, Wash. |
| Valley City, N. D. | Chehalis, Wash. |
| Livingston, Mont. | Cle Elum-Ellensburg, Wash. |
| Missoula, Mont. | Yakima, Wash. |
| Butte, Mont. | |

Q Points

| | |
|-------------------|---------------------------------|
| Savanna, Ill. | McCook, Neb. |
| Aurora, Ill. | Alliance, Neb. |
| Mendota, Ill. | Seneca, Neb. |
| Galesburg, Ill. | Brush, Colo. |
| Hannibal, Mo. | Denver, Colo. |
| Beardstown, Ill. | Guernsey, Wyo. |
| Centralia, Ill. | Edgemont, S. D. |
| Ottumwa, Iowa | Sheridan, Wyo. |
| Creston, Iowa | Creybull, Wyo. |
| Pacific Jct., Ia. | St. Louis, Mo. |
| West Quincy, Mo. | LaCrosse-No. LaCrosse, |
| St. Joseph, Mo. | Wis. |
| Brookfield, Mo. | Cicero-Chicago, Ill. |
| Ashland, Neb. | Burlington-W. Burlington, |
| Lincoln, Neb. | Ia. |
| Aurora, Neb. | Kansas City-No. Kansas City, |
| Hastings, Neb. | Mo. |
| Orleans, Neb. | Omaha, Neb.-Council Bluffs, Ia. |
| Wymore, Neb. | Ia.. |

Holdredge, Neb.

G Points

| | |
|---------------------|---------------------|
| Willmar, Minn. | Bonnors Ferry, Id. |
| Alexandria, Minn. | Wenatchee, Wash. |
| Kelly Lake, Minn. | Vancouver, B.C. |
| Grand Rapids, Minn. | Whitefish, Mont. |
| Breckenridge, Minn. | Shelby, Mont. |
| Devils Lake, N.D. | Essex, Mont. |
| Minot, N.D. | Morris, Minn. |
| Stanley, N.D. | Everett, Wash. |
| Williston, N.D. | Klamath Falls, Ore. |
| Glasgow, Mont. | Skykomish, Wash. |
| Havre, Mont. | Cashmere, Wash. |
| Great Falls, Mont. | Ephrata, Wash. |

S Points

| | |
|------------------|-------------------|
| Aloha, Oregon | Salem, Oregon |
| Washtucna, Wash. | Bonneville, Wash. |
| Wishram, Wash. | Goldendale, Wash. |
| Maupin, Oregon | Bingen, Wash. |
| Stevenson, Wash. | |

N-G-Q Common Points

St. Paul-Minneapolis area

N-Q Common Points

Billings-Laurel, Montana area

N-S Common Points

Kelso, Washington area
Pasco, Washington area

N-G Common Points

| | |
|------------------------|---------------------------------|
| Duluth-Superior area | Sand Point, Ida. area |
| St. Cloud, Minn. area | Crookston, Minn. |
| Helena, Mont. area | Gargo-Moorhead-Dilworth area |
| Bellingham, Wash. area | Grand Forks-EG Forks area |
| Seattle, Wash. area | |

Q-G Common Points

Sioux City, Iowa area

N-G-S Common Points

Portland, Ore. - Vancouver, Wash. area
Spokane-Parkwater-Hillyard-Hauser area

G-S Common Points

Bend, Ore. area

- (3) Home road seniority preference will apply to exercise of seniority in assignment of vacancies and in displacement rights only, and will not be applicable to matters such as vacation preference.
 - (4) Home road seniority preference will apply until January 1, 1990 unless it is discontinued at an earlier date by mutual agreement.
 - (5) Seniority dates on system rosters, established under Paragraphs A and B above, for employees covered by Paragraph C, above, will not be given home road designation.
- E. (1) Within 60 days after the effective date of this agreement, the Carrier will prepare initial seniority rosters, and transmit them to the General Chairman. The General Chairman will review the rosters and submit any necessary corrections to the Carrier within one year. Rosters will be corrected and posted within 30 days thereafter, and will be open for further correction for a period of one year from date of final posting. Typographical errors and omission of names from seniority rosters may be corrected at any time.
- (2) In the event two or more employees in any class have the same seniority date their position on the merged roster shall be determined by their seniority date in the next lower class. If there still remains a conflict, the order will be resolved by lot.

II. Transfer Allowance and Real Estate

- A. An employee who performed service between January 2, 1966 and March 3, 1970, and who had an employment relationship as of March 3, 1970, transferred at the direction of the Carrier from one location to another location within his seniority district due to a force reduction requiring the exercise of seniority at another location in order to remain in service, necessitating a change in residence, or such an employee who is required to

transfer from one location to another location within his seniority district, necessitating a change in residence in order to maintain his protected status as defined in the merger agreement of December 29, 1967, will be reimbursed for, or relieved of all expenses of moving his household and other personal effects. the Carrier will determine the manner in which such moves shall be performed except such movement shall not be by box car. In the event the movement of such property is performed by rail, the Carrier will bear the expense of necessary crating, pick-up, delivery, uncrating and loss and damage insurance in transit. In the event the movement of such property is performed by motor vehicle, the Carrier will bear all charges assessed for packing at origin, moving the destination, unpacking at destination and loss and damage insurance in transit.

Charges for warehousing, if necessary due to unforeseen circumstances beyond the employee's control, not exceeding thirty (30) calendar days, will be borne by the Carrier.

- B. An employee covered by paragraph A above, who moves his residence, shall be reimbursed for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter (not to exceed six (6) working days), used in securing a place of residence in his new location, and, in addition to such benefits, shall receive a transfer allowance of five hundred dollars (\$500), which amount will be paid within thirty (30) calendar days after the effective date of the transfer from one location to another.
- C. Such an employee who drives his automobile from the point from which transferred to the point to which transferred will be paid at the authorized rate per mile for the actual road distance traveled.
- D. No claim for expenses under this Section II will be allowed unless they are incurred within three (3) years from the date the employee transfers from one location to another and the claim for expenses must be submitted within ninety (90) calendar days after the expenses are incurred.

E. An employee specified in Paragraph A of this Section II who is 55 years or older as of December 29, 1967, and who owns his home or is purchasing his home as of December 29, 1967, will be subject to the following provisions in lieu of the benefits contained in Section 11 of the Washington Agreement of May 1936:

Option (1).

(i) Each qualified homeowner electing this option will be paid twenty-five (25) percent of the fair market value of his home. In each case fair market value shall be determined as of a date sufficiently prior to the date he is required to move to be unaffected thereby;

(ii) For each year (12 calendar months) in excess of ten (10) years the employee

occupied his home prior to the date of transfer, he will be allowed an additional one (1) percent per year of the fair market value of his home, but not to exceed the number of years of continuous service with his Employing Carrier and/or the New Company, and not to exceed an additional twenty-five (25) percent;

(iii) The "Present Employee" will be permitted to retain title to his home and will retain responsibility for any and all indebtedness outstanding against his home. The New Company will assume no liability whatever in connection therewith;

(iv) If the "Present Employee" purchases a different home between December 29, 1967 and the date he is required to move, he will be entitled to the benefits in this Section on the basis of application of the terms hereof to the home he owned prior to December 29, 1967, except that he shall be treated as having occupied such home until the date of transfer in the application of Paragraph (ii) of this Section;

(v) The "Present Employee" qualified to participate in this property settlement and electing this Option (1) will notify the New Company within thirty (30) days of the date he is required to move providing evidence of ownership and length of such ownership, whereupon payment provided herein shall be made within thirty (30) days thereafter.

Option (2).

A qualifying homeowner electing to exercise Option (2) will be allowed the fair market value of his home upon delivery to the New Company or its nominee a good and sufficient title to the property. In addition, for each year, over ten (10) years, the "Present Employee" occupied his home prior to the date of transfer, he will be allowed an additional one per cent per year of the fair market value, but not to exceed the number of years of continuing service with his Employing Carrier and/or the New Company and not to exceed twenty-five (25) per cent. As customary in real estate transactions, the homeowner electing to dispose of his home under Option (2) will furnish title thereto at his expense, satisfactory to the New Company or its nominee.

F. An employee specified in Paragraph A of this Section II who is less than 55 years of age as of December 29, 1967, and who owns his home or is purchasing his home as of December 29, 1967, will be subject to the following provisions in lieu of the benefits contained in Section 11 of the Washington Agreement of May, 1936:

Option (1).

(i) Each qualified homeowner electing this option will be paid fifteen (15) percent of the fair market value shall be determined as of a date sufficiently prior to the date he is required to move to be unaffected thereby:

(ii) For each (12 calendar months) in excess of ten (10) years the employee occupies his home prior to the date of transfer, he will be allowed an additional one percent per

year of the fair market value of his home, but not to exceed the number of years of continuous service with this employing Carrier party to this Agreement, and not to exceed an additional ten (10) percent:

(iii) The employee will be permitted to retain title to his home and will retain responsibility for any and all indebtedness, if any, outstanding against his home. The New Company will assume no liability whatever in connection therewith:

(iv) If an employee purchases a different home between December 29, 1967, and the date he is required to move, he will be entitled to the benefits in this Section on the basis of application of the terms hereof to the home he owned as of the date he is required to move:

(v) An employee qualified to participate in this property settlement and electing this Option (1) will notify the New Company within thirty (30) days of the date he is required to move providing evidence of ownership and length of such ownership, whereupon payment provided herein shall be made within thirty (30) days thereafter.

Option (2)

A qualifying homeowner electing to exercise Option (2) will be allowed the fair market value of his home upon delivery to the New Company or its nominee a good and sufficient title to the property. In addition, for each year over five (5) years the employee occupied his home prior to the date of transfer, he will be allowed an additional one-half per cent per year of the fair market value up to and including eight (8) years and one (1) per cent for the ninth (9th) year and each year thereafter, but not to exceed the number of years of continuing service with his employing Carrier party to this Agreement and not to exceed fifteen (15) per cent. As customary in real estate transactions, the homeowner electing to dispose of his home under Option (2) will furnish title thereto at his expense, satisfactory to the New Company or its nominee.

- G. If an employee is under contract to purchase his home, as of the date of this Agreement, the New Company shall protect him against any loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him of any further obligations under his contract.
- H. If an employee holds an unexpired lease of a dwelling occupied by him as his home, the New Company shall protect him from all loss and cost in securing the cancellation of his said lease.
- I. In the event of dispute arising over fair market value as referred to in these Options, loss under a contract to purchase or loss and cost in securing termination of a lease, the following procedure will be followed in resolving the dispute:

A joint conference shall be arranged between the employee or representatives of

the employees and the New Company within ten (10) days of the dispute arising. If they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the employee or the representatives of the employees and the New Company, respectively; these two shall endeavor by agreement within ten (10) days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the president of the local board or association of realtors shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

- J. The term "home" as used herein, means the single primary place of abode of an employee which is a structure consisting of not more than two (2) dwelling units (duplex) and located on a building site of not more than one (1) acre and which is utilized for residential purposes only.
- K. The provisions of Section 11 of the Washington Agreement of May, 1936 will be applicable to an employee who performed service between January 2, 1966 and March 3, 1970 and who had an employment relationship as of March 3, 1970, but who did not own his home or was not purchasing a home as of December 29, 1967.
- L. In determining whether loss is suffered and amount of loss, if any, if connection with the sale of an employee's home for less than appraised fair market value, all of the usual and customary closing costs to the seller will be included, such as realty commission, title insurance fee, reconveyance fee, revenue stamps, and prepayment penalty on existing mortgages.

III. Transfer of Work and Employees

- A. In accordance with Section 5 and Appendix "E" of the merger agreement of December 29, 1967, the organization recognizes the right of the Carrier to transfer work from one location to another location within the merged Burlington Northern system.
- B. Transfer of work and employees within a new seniority district will be handled by bulletin in the usual manner. When a transfer of work and employees from one location to another location requires a change in residence, at least thirty (30) days' written notice shall be given to the General Chairman involved. When "present employees" are required, as provided in Section II, Paragraph A, of this Agreement, to transfer from one location to another location involving a change in residence, the benefits of Section II will apply.

Note: It is the Carrier's intention to keep the Organizations informed of transfer of work

even when it has no adverse effect upon the employees.

IV. Rearrangement of Forces

It is understood that rearrangement of forces within a headquarters area which does not involve an increase or decrease in force, will be confined to that headquarters area and will not be subject to bulletin on the seniority district, nor will it give any employee at the headquarters area the right to exercise displacement outside that headquarters area.

V. Compensation Claim Forms

Employees claiming compensation allowances provided in Section 3 and Appendix "D" of the Merger Protective Agreement dated December 29, 1967, will handle such claims on an appropriate form.

Signed at St. Paul, Minnesota, this 1st day of September, 1972.

(Signatures not reproduced)

APPENDIX "I"

PHYSICAL EXAMINATIONS

(From Agreement BN 4-20-70)

Hereafter when an employee is withheld from service because of his physical condition as a result of examination by the Carrier's physician, the Organization, upon presentation of a dissenting opinion as to the employee's condition by a competent physician, may make written request within fifteen (15) days of the date withheld upon his employing officer for a neutral medical authority to review the withheld employee's case. In case the employee is unable to obtain a dissenting opinion due to causes beyond his control, such as but not limited to absence of his personal physician, it may be submitted within 30 days provided he submits his written request within the 15-day period prescribed above and indicates the reasons for his inability to concurrently present the dissenting opinion.

Within fifteen days of the receipt of such request, the Carrier and the Organization shall by mutual agreement appoint such neutral medical authority, which medical authority shall be expert on and specializing in the disability from which the employee is alleged to be suffering.

The neutral medical authority so selected will review the employee's case from medical records furnished by the parties hereto and, if it considers it necessary, will make an examination of the employee. Said medical authority shall then make a complete report of its findings in duplicate, one copy to the Carrier and one copy to the Organization, setting forth the employee's condition and an opinion as to his fitness to continue service in his regular employment, which will be accepted as final.

The Carrier and the employee shall each pay one-half of the fee and expenses of the neutral medical authority and any examination expenses which may be incurred, such as hospital, laboratory and X-ray services.

In the event the neutral medical authority concludes that the employee is fit to continue in service in his regular employment, such neutral medical authority shall also render a further opinion as to whether or not such fitness existed at the time the employee was withheld from service. If such further conclusion states that the employee possessed such fitness at the time withheld from service, the employee will be compensated for actual loss of earnings during the period so withheld.

In the event the neutral medical authority concludes that the employee is not fit to continue in service in his regular employment, the Organization may, upon presentation of an opinion from a competent physician that the employee's condition has improved, request re-examination by the Carrier's physician. Such request will not be made for the first 90 days thereafter, nor more often than once in any 90-day period. The pay provisions set forth above will not apply to other than the routine periodic examinations required by the Carrier; but this limitation shall not prohibit an employee who has been out of service due to disability or illness

from pursuing the other neutral doctor procedures of this appendix if upon recommendation from his personal physician to return to work he is disqualified by the Carrier.

An employee regularly assigned who is required to take routine periodical physical and/or visual examinations during other than regularly assigned hours or as provided for in Rule 20 (Mechanical Shop Craft Agreement) will be allowed payment for time consumed in taking such examination at his basic pro rata rate but not to exceed four hours at such rate.

The above provisions are not applicable to new employees with less than 60 days of compensated service, applicants for employment or probationary employees.

(Signatures not reproduced)

APPENDIX "J"

EMERGENCY FORCE REDUCTION RULE

(From National Agreement of April 24, 1970--Carmen)

(From Public Law 91-226 of April 9, 1970--Machinists,
Electricians, Sheetmetal Workers, Boilermakers
and Blacksmiths)

(From National Agreement of June 12, 1970--
Fireman and Oilers)

Insofar as applicable to the employees covered by this agreement, Article VI of the Agreement of August 21, 1954 is hereby amended to read as follows:

(a) Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (b) below, provided that such conditions result in suspension of a Carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position.

(b) Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of a Carrier's operations in whole or in part is due to a labor dispute between said Carrier and any of its employees.

The foregoing amendment is effective February 19, 1970.

APPENDIX "K"

PERFORMANCE OF INCIDENTAL WORK

(From National Agreement of November 27, 1991,
from National Carriers' Conference Committee and
International Brotherhood of Electrical Workers
Article V)

Section 1

The coverage of the Incidental work Rule is expanded to include all shopcraft employees represented by the organization party hereto and shall read as follows:

Where shopcraft employee or employees are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work or scope rules of another craft or crafts, such shopcraft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

Section 2

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

Section 3

This Article shall become effective ten (10) days after the date of this Imposed Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

APPENDIX "L"

MEMORANDUM OF AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
And Its Communications and Electrical Department Employees
Represented by
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

IT IS HEREBY AGREED that, effective April 1, 1983:

Where the Carrier leases equipment contained in the Classification of Work Rules of Communication Workers and/or Electrical Engineering Workers and/or work generally recognized as work of the Communication and/or Electrical Engineering Workers, and the lessor extends to the lessee the option of installing and/or maintaining the leased equipment, and the Carrier does not accept the option(s), this will be considered subcontracting under "Appendix G-2" Agreement of December 7, 1969, as amended by "Appendix G-3" Agreement of May 18, 1970.

This provision will be effective with leases entered into, on and after the effective date of this agreement.

This Memorandum of Agreement is in full and final disposition of the proposals made on behalf of the International Brotherhood of Electrical Workers set forth in Appendix A, designated Employee Protection and Subcontracting and/or Leasing, of the Notice under the Railway Labor Act dated July 21, 1981 served on Burlington Northern Inc. by the International Brotherhood of Electrical Workers.

Signed at St. Paul, Minnesota, this 7th day of March, 1983.

FOR BURLINGTON NORTHERN
RAILROAD COMPANY

FOR INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

Director of Labor Relations

General Chairman

Manager of Labor Relations

APPROVED:

Vice President-Labor Relations

DSCIBEW52,16

Mr. B. F. Tangeman, Gen. Chmn. March 7, 1983
Int. Bro. of Electrical Workers
360 Robert Street, Rm. 424
St. Paul, Minnesota 55101

File SC-1(c) Notice
8-1-77A

Dear Mr. Tangeman:

This will confirm the understanding in connection with the Memorandum of Agreement covering leasing, signed this date, that leasing includes renting of a particular item for more than 30 days.

Sincerely,

ACCEPTED

/s/ Clement Lane
Director of Labor Relations

/s/ B. F. Tangemen
General Chairman, IBEW

DSCIBEW52,1952

APPENDIX "M"

PERSONAL LEAVE

Section 1

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

Section 2

- (a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper Carrier officer provided, however, such days may be taken only when consistent with the requirements of the Carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable there to will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

APPENDIX "N"

DAYLIGHT SAVING TIME

Mr. B. F. Tangeman, Gen. Chmn.
Int. Bro. of Electrical Workers
360 Robert Street, Rm. 424
St. Paul, Minnesota 55101

Dear Mr. Tangeman:

Reference is made to our previous conference at which time the subject of daylight Saving Time vs. Standard Time was discussed. At the conclusion of this conference it was mutually agreed that paragraph 2 of the Memorandum of Agreement between the Great Northern Railway Company and System Federation No. 101 would have a system application on this property, as amended, reading as follows:

"2. Where the transition from Standard to Daylight Saving time is put in effect, employees who, in making the change, would work 7 hours, would be paid 8 hours, and that in reverting to Standard time, employees affected would work 9 hours for 8 hours pay."

Sincerely,

ACCEPTED:

Vice President-Labor Relations

General Chairman

APPENDIX "O"

AGREEMENT

Between

BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

and its

TELECOMMUNICATIONS DEPARTMENT EMPLOYEES

Represented by

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

SYSTEM COUNCIL 16

I. Consolidation of Seniority Rosters:

Effective on the date this Agreement is signed, all preexisting telecommunication seniority districts specified in existing separate collective bargaining agreements between the parties signatory hereto and all pre-existing telecommunications seniority rosters made pursuant to such agreements will be canceled and abolished. A new telecommunications seniority district and new telecommunications seniority rosters will be established as provided in this Memorandum of Agreement. Telecommunications Department employees will be placed on to the new seniority rosters in seniority order, while preserving present rights to telecommunications positions for a limited period of time, the parties have agreed that the following will apply. Those employees with Mechanical Department seniority on the former Santa Fe property will maintain that seniority as provided in existing agreements.

A. Telecommunication Department Employees:

(1) Seniority rights of employees shall be system-wide and separate rosters issued as follows:

| Seniority Roster | Classifications |
|-------------------------------|--|
| Electronic Technician | Electronic Technician I, Electronic Technician II, Electronic Technician Foreman |
| Telecommunications Maintainer | Telecommunications Maintainer, Telecommunications Maintainer Foreman |

(2) Employees who hold seniority on existing seniority rosters will be dovetailed onto the new seniority rosters in the following manner:

| Roster / Class | Former Road |
|------------------------------------|-------------|
| (a) Electronic Technician | |
| (1) Electronic Technician (1-A) | BN |
| (2) Radio Technician (1-B) | BN |
| (3) Licensed Electronic Technician | SF |

- (b) Telecommunications Maintainer
 - (1) Towerman BN
 - (2) Crewman BN
 - (3) Communication Maintainer SF

(3) It is agreed that the seniority classification of Non-Licensed Electronic Technicians and Technicians (former Santa Fe Railroad Company) is retained as long as anyone remains on those lists but no new names will be added. The positions of Non-Licensed Electronic Technicians and Technicians presently in existence and listed below shall be confined to the former Santa Fe Railroad Company and may be retained as long as the present incumbents remain on these positions after which the duties and responsibilities covered by that classification shall be considered as being covered by the Electronic Technician seniority roster.

List of “Non-Licensed Electronic Technicians and Technicians”:

| Name | Location | SF Seniority District |
|------------------|--------------------|-----------------------|
| Dinges, W C | Kansas City | Eastern SF-E |
| Grey, E L | Topeka, KS | Eastern SF-E |
| Nakoneczny, E | Topeka, KS | Eastern SF-E |
| Powell, G L | Amarillo, TX | Western SF-W |
| Mayoral, Richard | Fresno, CA | Coastal SF-C |
| Romo, Gene | San Bernardino, CA | Coastal SF-C |

(4) The Former Santa Fe Communication Maintainers listed below have been working positions that effectively were of a technical nature equivalent to that of a Non-Licensed Electronic Technician will receive the following treatment.

(a) For the purpose of identifying these positions and separating them from that of Communication Maintainers that are assigned to a crew, they will be referred to as “Special Communication Maintainers”.

(b) The classification of “Special Communication Maintainer” will be retained as long as anyone remains on those lists but no new names will be added. The positions of Special Communication Maintainer listed below may be retained as long as the present incumbents remain on these positions after which the duties and responsibilities covered by that special classification shall be considered as being covered by the Electronic Technician seniority roster.

List of “Special Communication Maintainers”:

| Name | Location | SF Seniority District |
|-----------------|-----------------|-----------------------|
| Williamson, D L | Kansas City, KS | Eastern SF-E |
| Hines, G E | La Junta, CO | Eastern SF-E |
| Smith, G L | Newton, KS | Eastern SF-E |

| | | |
|---------------|------------------|--------------|
| Walker, C W | Safety Assistant | Western SF-W |
| James, O R | Amarillo, TX | Western SF-W |
| Wilson, J C | Belen, NM | Western SF-W |
| Skillman, R A | Houston, TX | Western SF-W |
| Gilley, D W | Brownwood, TX | Western SF-W |

(5) Special Communication Maintainers, Non-Licensed Electronic Technicians and Technicians will be added to the Electronic Technician seniority roster dovetailed by seniority at the bottom of the roster and will accumulate seniority on that roster as of the effective date of this agreement, ranked by oldest seniority date in any telecommunication class.

(6) Titles and classifications established under Rule 17 of the July 1, 1969 Atchison, Topeka and Santa Fe Railway agreement are eliminated with the implementation of this agreement. New foreman positions, as required, will be established.

B. Seniority Preference:

(1) The seniority rosters established under Paragraph A, above, will indicate by the following symbols designating the employee's home road and seniority district, any seniority date which was established prior to the date of this agreement:

| | |
|-----------------------------------|------|
| Burlington Northern | BN |
| Santa Fe (Eastern Grand Division) | SF-E |
| Santa Fe (Western Grand Division) | SF-W |
| Santa Fe (Coastal Grand Division) | SF-C |

(2) Employees exercising seniority to positions headquartered at points listed below located on their own home road and seniority district will have prior rights to those positions over all employees whose seniority is not identified as acquired on that home road and seniority district.

BN Points

| State | Cities |
|-------------|---|
| Alabama | Birmingham, |
| Colorado | Denver, Sterling |
| Idaho | Sandpoint |
| Illinois | Aurora, Beardstown, Centralia, Galesburg, Savanna |
| Iowa | Ottumwa, Sioux City |
| Kansas | Fort Scott |
| Minnesota | Brainerd, Dillworth, Minneapolis, Willmar |
| Mississippi | Amory |
| Missouri | Cape Girardeau, Palmyra, Springfield, St. Louis, St. Joseph |

| | |
|--------------|--|
| Montana | Billings, Glasgow, Glendive, Great Falls, Havre, Livingston, Missoula, Whitefish |
| Nebraska | Alliance, Broken Bow, Lincoln, McCook, Omaha |
| North Dakota | Fargo, Grand Forks, Mandan, Minot |
| Oklahoma | Tulsa |
| Oregon | Klamath Falls |
| South Dakota | Aberdeen |
| Tennessee | Memphis |
| Washington | Everett, Pasco, Seattle, Spokane, Tacoma, Vancouver, Wenatchee |
| Wisconsin | Lacrosse, Superior |
| Wyoming | Casper, Gillette, Guernsey, Sheridan |

SF-E Points

| State | Cities |
|----------|--|
| Colorado | LaJunta, Pueblo |
| Illinois | Chilicothe, Joliet-LPC |
| Iowa | Ft. Madison |
| Kansas | Dodge City, Newton, Topeka, Wellington |
| Missouri | Marceline |
| Oklahoma | Oklahoma City |

SF-W Points

| State | Cities |
|------------|---------------------------------------|
| Kansas | Wellington |
| Louisiana | Lafayette |
| New Mexico | Albuquerque, Belen, Carlsbad, Clovis, |
| Oklahoma | Woodward |
| Texas | Brownwood, Lubbock, Silsbee, Temple |

SF-C Points

| State | Cities |
|------------|---|
| Arizona | Williams, Winslow, Phoenix |
| California | Bakersfield, Barstow, Fresno, Los Angeles, Needles, Richmond, SanBernardino, Stockton |
| New Mexico | Gallup |

(3) At the following common points, actual seniority dates will prevail.

BN -- SF Common Points

| State | Cities |
|---------------|--|
| CO / NM | Trinidad, CO / Raton, NM |
| KS / Missouri | Kansas City Metropolitan Area |
| Illinois | Chicago Metropolitan Area |
| Texas | Alliance / Ft Worth Metropolitan Area, Amarillo, Houston |

(4) Home road and Santa Fe Grand Division seniority preference will apply to exercise of seniority, in assignment of vacancies and in displacement rights only, and will not be applicable to matters such as vacation preference.

(5) Home road and Santa Fe Grand Division seniority preference will apply until April 1, 2014 unless it is discontinued at an earlier date by mutual agreement between the parties to this agreement.


C. Seniority Rosters

(1) Within sixty (60) days after the effective date of this agreement, the Carrier will prepare initial seniority rosters, and transmit them to the General Chairman. Copies of the roster will be sent to each employee for their review, employees will have ninety (90) days from the date of mailing to dispute the accuracy of the roster. Any correction dispute must be made in writing with copies to the General Chairman and the Assistant Vice President of Telecommunications. Rosters will be corrected and posted within thirty (30) days thereafter. Typographical errors and omission of names from seniority rosters may be corrected at any time.

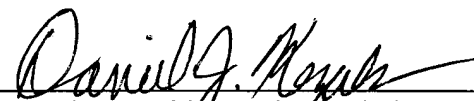
(2) In the event two or more employees in any class have the same seniority date, their position on the merged roster shall be determined by their age, oldest first. If there still remains a conflict, the order will be resolved by lot.

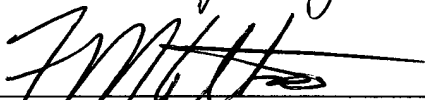
This Agreement is effective April 1, 2004.

For: International Brotherhood of Electrical Workers


General Chairman, System Council 16

For: The Burlington Northern and Santa Fe Railway Company


Assistant Vice President Labor Relations


Assistant Vice President Telecommunications


General Director Labor Relations


Director Telecommunications

APPENDIX "P"

MEMORANDUM OF AGREEMENT

Between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

And

SYSTEM COUNCIL NO. 20

IT IS AGREED: The use of ATSF Rule 89 "Electricians - Communications Department" will be applied as it pertains to former road seniority districts for Mechanical Department Electricians.

(a) Mechanical Department Electricians, who hold a second-class FCC license, are eligible for assignment on vacancies for Licensed Electronic Technician in the Communications Department, to be filled under the provisions of Rule 18a. of the IBEW Agreement dated July 1 1969. Application for such assignment shall be filed with the Superintendent of Communications on the territory involved with copies to the applicant's employing officer and the General Chairman.

(b) Mechanical Department Electricians at the point where the vacancy exists may bid upon Non-licensed Electronic positions, bulletined in accordance with the provisions of Rule 18 b. of the IBEW Agreement dated July 1, 1969.

(c) Mechanical Department Electricians who are now or hereafter assigned as Licensed or Non-licensed Electronic Technicians in the Communications Department shall establish seniority in their respective class as of the date so assigned and shall retain the seniority which they may have previously acquired in the craft on their home seniority district and any other seniority which they may have acquired under the Shop Crafts' Agreement prior to August 1, 1945.

(1) When affected by force reduction or through the exercise of seniority in the Communications Department such employees shall exercise their seniority in the reverse order in which it was acquired. If unable to obtain a position in the exercise of their seniority, such employees may elect to assume furlough status or return to the seniority district from which transferred and exercise their rights in accordance with existing agreements, retaining right to recall under the provisions of Rule 24 of the IBEW Agreement dated July 1, 1969 without impairment of any previously acquired seniority. If they accept furlough, they forfeit all seniority previously acquired in other than the Communications Department and thereafter shall be subject to recall under Rule 24 of the IBEW Agreement dated July 1, 1969.

(2) Mechanical Department Electricians who are assigned to Non-licensed Electronic Technician positions in the Communications Department shall establish seniority in

that class as of the date service is first performed therein. These employees may elect to return to their former seniority district at any time by serving thirty (30) days' notice in writing on their immediate supervisor, indicating their desire to vacate their position of Non-licensed Electronic Technician. Such employee may only secure a position under the provision of Rule 111, Section (b). Upon transferring, seniority in the Communications Department shall be forfeited. All transfers due to the exercising of seniority shall be without expense to the Company.

APPENDIX Q

Letter of Understanding Between Burlington Northern Santa Fe Railway And The International Brotherhood of Electrical Workers October 3, 2003

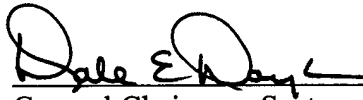
It is agreed:

With the change that all Foreman positions will be partial exempt, the following rules will apply in the initial selection of Foreman.

1. No change to former BN Tower Crew Foremen as they are already partial exempt and at a monthly rate except they will now have the title of Telecommunications Maintainer Foremen. The former SF Maintainer Crew Foreman (only one) will be asked if he wishes to remain in the Foreman position with the understanding that he will be partial exempt and subject to Rule 37. If he declines, he will return exercising his seniority per Rule 9.
2. Because former BN Electronic Technician Foremen were bulletin positions and at a monthly foreman's rate, they will be asked if they wish to remain in the Foreman position with the understanding that they will be partial exempt and subject to Rule 37 (f). If they decline, they will return as an Electronic Technician at the same location and a foreman position will be bulletined locally only and assigned per Rule 37. If there are no locally qualified applicants for the foreman's position, a bulletin will be posted per Rule 22 and assigned per Rule 37.
3. Because former SF Chief Shop Technicians and Manager Technicians were not at a monthly rate and not paid much higher for being in a lead position, they will be moved to Electronic Technician positions at their current locations. New Electronic Technician Foreman positions will be established where applicable at former SF locations and bulletined locally only and assigned per Rule 37. If there are no locally qualified applicants for the foreman's position, a bulletin will be posted per Rule 22 and assigned per Rule 37.
4. It is understood that some existing Electronic Technician Foreman positions on the former BN may be removed. This will be due to the fact that there may be two foremen at the same location currently and only one is required or a foreman's position is not required at a location. In multi-foremen locations where one foreman's position is to be eliminated, the senior foreman will have preference to the foreman's position.
5. After the initial establishment of foremen, all future, new and vacant, positions will be bulletined per Rule 22 and assigned per Rule 37.

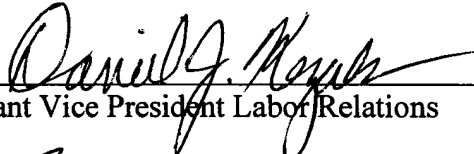
This Agreement is effective April 1, 2004.

For: International Brotherhood of Electrical
Workers

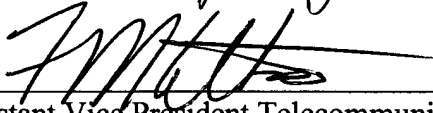


General Chairman, System Council 16

For: The Burlington Northern and Santa Fe
Railway Company



Assistant Vice President Labor Relations



Assistant Vice President Telecommunications



General Director Labor Relations



Director Telecommunications

APPENDIX R

Letter of Understanding Between Burlington Northern Santa Fe Railway And The International Brotherhood of Electrical Workers October 3, 2003

It is agreed between the parties (International Brotherhood of Electrical Workers and the Burlington Northern Santa Fe Railroad) that in lieu of Rule 1 of the controlling Agreement, the following will apply to Telecommunications employees when working a week consisting of four (4) ten (10) hour work days.

Where conditions exist that make it efficient for employees to work a four (4) ten (10) hour work week and upon agreement of the Telecommunications Maintenance Manager, Local Representative of the employees and members of the work group, will be placed under a workweek consisting of four (4) ten (10) hour work days.

To any work week, which includes holidays, the work week will revert to five (5) eight (8) hour days. Holiday pay will be governed by the Holiday Rule. If a holiday falls on a Monday, the preceding regular work day will be the governing work day preceding the holiday.

The provisions of Rule 1 – Hours of Service, shall apply with the following change. Time worked in excess of ten (10) hours on any work day or forty (40) hours in any work week, shall be considered overtime and paid for at overtime rate of time and one-half. Time worked on assigned rest days shall be considered overtime.

Vacation Eligibility: Each ten (10) hour work day worked by an employee shall count as 1.25 vacation eligibility days for the employee.

Vacation: Where the Vacation Agreement refers to five (5) days' pay it shall mean one (1) week with pay at forty (40) hours for hourly rated employees. Where the Vacation Agreement refers to five (5) days' pay it shall mean one (1) week with pay at forty eight (48) hours for monthly rated employees. Where the Vacation Agreement refers to ten (10) days' pay it shall mean two (2) weeks with pay at eighty (80) hours for hourly rated employees. Where the Vacation Agreement refers to ten (10) days' pay it shall mean two (2) weeks with pay at ninety six (96) hours for monthly rated employees, etc.

Personal Leave Days: Entitlement for personal leave days shall be governed by existing agreements. However, each such day's entitlement shall mean ten (10) hours entitlement for employees covered by this Agreement.

Rule 15 – Jury Duty, Rule 35 – Bereavement Leave of the Agreement is amended for the purposes of this Agreement to mean a maximum of ten (10) hours pay at the straight time rate for their positions for each day absent from work.

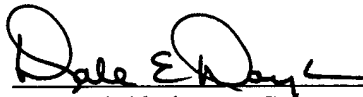
All other rules of the Agreement are in effect except as specified above.

This Memorandum of Understanding may be canceled or modified by agreement following fifteen (15) days of either party's written notice of intent to cancel or modify.

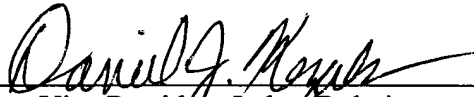
This Agreement is effective April 1, 2004.

For: International Brotherhood of Electrical Workers

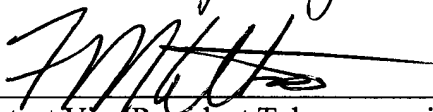
For: The Burlington Northern and Santa Fe Railway Company



General Chairman, System Council 16



Assistant Vice President Labor Relations



Assistant Vice President Telecommunications



General Director Labor Relations



Director Telecommunications

APPENDIX "S"

MEMORANDUM OF AGREEMENT BETWEEN BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY AND ITS EMPLOYEES IN THE TELECOMMUNICATIONS DEPARTMENT REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS SYSTEM COUNCIL 16

This Agreement is made to achieve certain changes and restructuring in the Telecommunications Department to promote efficiency and economy in its operations. If any conference or implementing agreement is required by either the New York Dock Conditions or by Article 1, of the September 25, 1964 National Mediation Agreement in connection with the changes described in this agreement, the parties intend that the negotiations and agreement reached herein shall satisfy those requirements.

Whenever words are used herein in the masculine gender, they shall be construed as through they were also used in the feminine gender in all cases where they would so apply, and the singular form of words shall be read as the plural where appropriate.

I. As soon as practicable and upon 90 days written notice to the General Chairman and posting at the affected locations, BNSF will make the following changes in its operations.

A. Approximately 55 positions now existing at field locations will be abolished in connection with the establishment of a centralized equipment repair facility (CRF). This will be considered a transaction under the New York Dock Conditions imposed in the BN/ATSF merger.

B. Approximately 13 positions now existing at field locations will be abolished in connection with the understanding concerning maintenance of radio equipment on locomotives. (Attachment 1) This Agreement will be treated as a transaction under Article 1, Section 2, of the September 25, 1964 National Mediation Agreement.

C. Approximately 26 positions now existing at former BN field locations and 1 former Santa Fe position will be abolished in connection with the change in work scope for tower crews (BN) and maintainer crews (SF) as agreed by the parties. BNSF may contract out new construction and heavy repairs and heavy maintenance now performed. This Agreement will be treated as a transaction under Article 1, Section 2, of the September 25, 1964 National Mediation Agreement. In connection with this paragraph, the following will apply.

1. As used in this Agreement "new construction and heavy repairs and heavy

maintenance” means work such as that listed below which is work normally outside the ability of a Telecommunications Maintainer Crew to perform efficiently, either because of the size of the project or because of the length of time that must be committed to the project, when considered in conjunction with the normal maintenance duties of that crew.

a. All work associated with sizable new and rebuild construction projects of radio, microwave, video or other telecommunication systems. It is understood that some installation work of this construction may be assigned to the BNSF Maintainer Crew. It is also understood these installations may be assigned where it does not preclude the crew from doing their regular assigned duties.

All work associated with the installation of a sizable amount of copper or fiber or other communications cable. It is understood that some work of the installation may be assigned to the BNSF Maintainer Crew. It is also understood these installations may be assigned where it does not preclude the crew from doing their regular assigned duties.

b. Major tower inspections that require plumb, tensioning and guy anchor inspection. It is understood that minor inspections will be assigned to the BNSF Maintainer Crew.

Major repairs of a severely damaged telecommunications system such as the damage of several miles of cable or severe damage to a tower and antenna system. It is understood that portions of major repair work may be assigned to the BNSF Maintainer Crews where it does not preclude the crew from doing their regular assigned duties. It is understood that minor repair work will be assigned to the BNSF Maintainer Crews.

c. The list of work set out above is not intended to be exhaustive but representative of the work that may be contracted out under this Agreement.

d. It is understood that in the application of the preceding paragraphs the Carrier and the Organization will review the scope and type of work planned for contractors in connection with the capital plan for the year. An expedited notice procedure for the information of the Organization will be established to be used when contracting other work under this Agreement.

It is further understood that work shall not be contracted under the application of the preceding paragraphs when any Telecommunications Maintainers are on furlough. However this prohibition shall not be

applicable if the employees were furloughed as a result of the process set out in Section II, below.

2. In addition the duties for the classification of Telecommunications Maintainer will be described as follows in the Combined Agreement.

“The duties of the Telecommunications Maintainer are to install, test, inspect, adjust, maintain, repair, assemble and /or dismantle the less complex equipment associated with inside and outside telecommunications equipment, such as but not limited to, telecommunications cables, antenna work, telecommunications power plant, and telecommunications site maintenance. The Telecommunications Maintainer may also perform the type of work covered by this Agreement and may have installation and maintenance work assigned on less complex telecommunications and / or electronic devices to the extent his qualifications permit.”

3. As a part of this Agreement the rate of pay for all towermen, but not tower crew foremen, will be changed to an hourly rate, however, current towermen affected by this Agreement will be protected against loss of compensation under the provisions of the September 25, 1964 National Mediation Agreement as modified in this Agreement.

a. Displacement Allowance payments to an employee with 15 years and over “length of service” who is continued in service will be extended beyond the five years provided in Article I, Section 5 (c) of the September 25, 1964 National Mediation Agreement (Section 7 (a) of the WJPA), and shall continue until the employees monthly straight time rate of pay (173.3 times the employee’s hourly rate under the Combined Agreement) equals or exceeds the employees straight time monthly compensation as described in Article III, paragraph C., below.

b. This extended Displacement Allowance will not extend beyond the date that an employees is eligible for an immediate Railroad Retirement or Social Security retirement benefit.

D. BNSF will establish a centralized equipment repair facility with approximately 25 positions. In addition to such positions, the Northtown microwave lab positions will be abolished and transferred to this facility. These positions will be hourly rated under the BNSF/IBEW Telecommunications Department Agreement effective January 1, 2004. The abolishment of the microwave lab positions will be treated as a transaction under the New York Dock Conditions.

E. Concurrently with the abolishment of the tower crew and maintainer positions referenced in Article I, Paragraph. C., above, BNSF will establish two additional 3 person maintainer crews on the former ATSF territory. It is agreed that the parties will meet

from time to time to discuss the needs of the carrier for maintainer crews on the combined railroad.

F. BN will abolish three WAN/LAN positions in Northtown and the abolishment of these positions will be treated as a transaction under the New York Dock Conditions.

II. The changes in operations set out above will occur over a period of time and it is understood that there will be a reduction in positions and employees in the telecommunications department as a result of these changes. Some of these reductions may be accommodated by normal attrition; however, to minimize disruption of the remaining work force the carrier will offer the following options to employees in the affected group or groups prior to any furloughs. These options will be offered in the order listed until sufficient reduction is made or until all options have been offered.

A. Active employees eligible for an immediate Railroad Retirement or Social Security retirement benefit will be offered a severance benefit of \$5,000.00, for an immediate resignation/retirement. Payment shall be subject to all applicable federal state and local payroll and income taxes. Severance will be granted in seniority order to those requesting until sufficient employees have been obtained to cover necessary reductions or all requesting employees have been accommodated, whichever comes first.

B. Active employees who will be eligible for a Railroad Retirement or Social Security retirement benefit within three years of the date offered may elect to be placed on a reserve board that will pay each such employee 60% of the employee's straight time pay per month. While on the reserve board employees will receive health and welfare benefits provided to active employees. Reserve Board coverage will cease the month before the employee is eligible for a RRB or SSA retirement benefit and the employee will resign from BNSF effective at the end of that month. Employees electing the reserve board will be paid an additional 40% of their active straight time pay for the number of weeks of vacation accrued but not used. Payment shall be subject to all applicable federal state and local payroll and income taxes. Reserve Board will be granted in seniority order to those requesting until sufficient employees have been obtained to cover necessary reductions or all requesting employees have been accommodated, whichever comes first.

C. Active employees who will not be eligible for a Railroad Retirement or Social Security retirement benefit within three years of the date offered may elect to resign immediately from service and receive a severance benefit. The severance benefit will be based on months of service and rate of pay. Months of service recognized shall not be less than 12 months nor more than 36 months. The amount of the benefit will be a lump sum that is 60% of the employee's straight time pay times recognized months of service. However, the minimum benefit will be 12 months times 100% of the employee's straight time pay. Payment shall be subject to all applicable federal state and local payroll and income taxes. No health and welfare will be available. Severance under this paragraph will be granted in seniority order to those requesting until sufficient employees have been

obtained to cover necessary reductions or all requesting employees have been accommodated, whichever comes first.

1. For a monthly rated employee one month's pay will be the employee's monthly rate including any applicable skill differential and foreman's differential.

2. For an hourly rated employee one month's pay will be 173.3 times the employee's hourly rate including any applicable skill differential and foreman's differential.

D. Should it be necessary to furlough employees protected by either the New York Dock Conditions or by Article 1, Section 2, of the September 25, 1964 National Mediation Agreement, the period of payment otherwise due under the applicable protective agreement shall not be less than 1 year.

III. Employees affected by a transaction under either the New York Dock Conditions or by Article 1, Section 2, of the September 25, 1964 National Mediation Agreement, as set forth below, will be automatically certified for benefits on the date affected by the transaction.

A. The following are transactions under Article 1, Section 2, of the September 25, 1964 National Mediation Agreement.

1. Abolishment of approximately 13 positions now existing at field locations in connection with the understanding concerning maintenance of radio equipment on locomotives. (I. B., above)

2. Abolishment of approximately 26 positions now existing at former BN field locations and 1 former Santa Fe position in connection with the change in work scope for tower crews (BN) and maintainer crews (SF). (I. C., above)

B. The following are transactions under the New York Dock Conditions.

1. Abolishment of approximately 55 positions now existing at field locations in connection with the establishment of a centralized equipment repair facility. (I. A., above)

2. Abolishment of the microwave lab positions, which will be transferred from Northtown. (I. D., above)

3. Abolishment of three WAN/LAN positions in Northtown. (I. F., above)

4. Establishment of common points under the Combined Telecommunications Department Agreement at the following locations, including applicable metropolitan areas. (Appendix O in the combined Agreement, Paragraph B. (3))

Trinidad/Raton
Kansas City Metropolitan area
Chicago Metropolitan area
Fort Worth/Alliance
Amarillo
Houston

C. The Displacement Allowance payable under either the September 25, 1964 National Mediation Agreement, or the New York Dock Conditions will be modified for an employee who is continued in service and will be based on the employee's monthly rate and straight time hours as set out below:

Each displacement allowance shall be a monthly allowance determined by computing the straight time monthly compensation and straight time monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee. If his straight time compensation in his current position is less in any month in which he performs work than the aforesaid straight time monthly compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his straight time hours during the month. He shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the straight time hours during that month per the controlling agreement, including any applicable differentials. In addition, a protected monthly rated employee must be available during the month to the same extent that he was obligated to be available on the position held immediately prior to becoming protected. If an employee is not available as described a deduction of 8 of the 213 hours of the straight time monthly compensation may be taken for each day not available as required.

1. For a monthly rated employee the straight time monthly compensation will be the employee's monthly rate including any applicable skill differential and foreman's differential.
2. For an hourly rated employee the straight time monthly compensation will be 173.3 times the employee's hourly rate including any applicable skill differential and foreman's differential.

IV. The parties will complete the combined Telecommunications Department agreement. It will incorporate the following changes.

A. Technicians will have both an hourly and a monthly rate. BNSF will use the monthly rate, at its option, at locations where it deems extended availability to be necessary.

B. All current monthly rated employees, except towermen and employees in the CRF, will continue at the monthly rate when assigned to any technician position on the former BN or at a common point. New employees will be paid the rate of the position.

C. Present pay rates in the combined Agreement will be subject to adjustment in accordance with the National Agreement now in negotiation. At the present time these rates, including Harris COLA would be:

| | <u>01-01-04 (including COLA)</u> |
|---|----------------------------------|
| (a) Electronic Technician I | \$19.70 / Hour |
| (b) Electronic Technician II | \$4120.20 / Month |
| (c) Electronic Technician Foreman | \$4370.20 / Month |
| (d) Telecommunications Maintainer | \$19.70 / Hour |
| (e) Telecommunications Maintainer Foreman | \$4370.20 / Month |

It is understood that the terms of the 1991 Skills Differential Agreement, as amended, when applicable, will be in addition to the above rates.

V. The moving and real estate benefits, as set forth below, will be applicable under either New York Dock Conditions or the September 25, 1964 National Mediation Agreement to the eligible employees required to relocate. Eligibility for the moving and real estate benefits or lump sums includes the requirement that an employee must make a bona fide relocation and change his principal place of residence to the new location.

A. With respect to the moving of household goods, mileage allowances, and any other expenses in connection with moving expenses set forth in the New York Dock Conditions and the September 25, 1964 National Mediation Agreement, an employee required to relocate may elect to accept a lump sum payment of \$4,000 in lieu of the benefits and reimbursements in those provisions. Provided further, that the railroad shall, to the same extent provided above, assume the expenses, et cetera, for any employee furloughed within three (3) years after changing his point of employment as a result of this transaction, who elects to move his place of residence back to his original point of employment.

B. With respect to the real estate benefits provided in the New York Dock Conditions and the September 25, 1964 National Mediation Agreement, an employee required to relocate under this Agreement, who owns his home as of the date of this Agreement, will be afforded the following.

1. If the employee owned his own home, on or before the date of Carrier's

notice, in the locality from which he is required to move, he shall, after marketing his home for a minimum of 60 days, advise the Carrier whether he desires the Carrier to purchase his home at the appraised value as of the date of the applicable notice provided in I., above. Such notification must be presented no later than six months after the date the employee is affected by the transaction. If the employee properly notifies Cendant Mobility (800-546-2036), that he desires the Carrier to purchase his home, Cendant Mobility shall arrange to do so within a period of 30 days from date of such notice consistent with the other requirements of this Agreement. The time limits specified in this paragraph may be extended by mutual agreement, but it is intended that this home purchase option will end in its entirety no later than eight months after the date the employee is affected by the transaction.

2. If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Carrier shall protect such employee from all loss and cost of securing cancellation of the lease.

3. The Carrier will not be obligated to purchase any property or home other than the home (owned by the employee), in which the affected employee is residing and the lot upon which said home is located. The term home as used herein means the single primary place of residence of an employee, which is a structure consisting of not more than two dwelling units (duplex) and located on a building site of not more than one acre or as local ordinances may require and which is utilized for residential purposes only. The Carrier will not be obligated to purchase the home of an employee where a marketable title cannot be conveyed, or a home with an unacceptably high level of radon gas, or homes with serious structural or code defects, incomplete construction/reconstruction, or homes that are not in compliance with applicable state or local laws, etc.* The Carrier shall not be obligated to purchase any live stock, farm machinery, barns, lofts, or similar structures located on such acreage. Should there be a dispute as to acquisition of an employee's residence, it shall be handled through joint conference between the representative of the Organization involved and the Carrier. Should the parties be unable to resolve the matter, the dispute resolution process provided by New York Dock Conditions, Article 1, Section 12 D or September 25, 1964 National Mediation Agreement Section 10, shall apply.

* Any costs for remediation or other necessary repairs will be at transferee's expense prior to home being accepted into the program.

C. An employee required to relocate, under this Agreement may, in lieu of any and all real estate benefits (including the option in the immediately preceding paragraph (b) above, or the New York Dock Conditions and the September 25, 1964 National Mediation Agreement) may elect to relieve the Carrier of any and all responsibility in connection with the employee's home by requesting and accepting a lump sum payment in the amount of 15% of the appraised fair market value (home value not to exceed

\$135,000) of their home. Real estate benefits will not be paid to more than one employee for the same residence. An employee electing this option must do so by six months after the date the employee is affected by the transaction.

D. Mobile homes are not covered by this agreement, except as set forth in this paragraph. Employees being relocated under this Agreement who own mobile homes and occupy them as their residence at their current locations, will be allowed the 15% set forth in paragraph (c), which value is determined using NADA Mobile Home Manufacturer Appraisal Guide. Employees will not be entitled to any other payments or benefits under this section. An employee may, however, request that the mobile home be relocated to the new location, in lieu of the 15%. If the law permits and the mobile home is moveable, it may be moved to the new location if the employee so elects. If moved, the Carrier will assume the cost of moving the mobile home.

E. Each transferring employee will have his name presented to Cendant Mobility and the employee must contact Cendant Mobility (800-546-2036) and must indicate:

1. Whether he desires Carrier to be responsible for moving his household goods and personal effects or accept the lump sum payment set forth in Section 6(a);
2. Whether he owns his own home and whether he elects either option Section 6(b) (1) or Section 6(c);

* The employee notice under 1 and 2, above, will be irrevocable. Cendant Mobility will make payment of any lump sums that are required by this agreement.

F. Allowances and reimbursements

1. An employee transferring under this Agreement shall receive a transfer allowance of two thousand dollars (\$2,000) immediately and another two thousand dollars (\$2,000) after six months providing the employee is still an active employee at the location to which transferred or an employee subject to recall under the provisions of the Collective Bargaining Agreement (CBA) at the location to which transferred. Also mileage at the current applicable company rate will be allowed to drive no more than two personally owned automobiles from their old work location to their new work location via the most direct highway route.

2. An employee transferring under this Agreement will receive a househunting allowance of \$1,250 and up to five (5) days with no loss of pay to seek a new residence at their new location.

3. An employee transferring under this Agreement will be reimbursed for

reasonable living expenses for the employee and family while traveling, for the employee's final move to the new location including actual wage loss, if any, not to exceed five working days. The employee will be responsible to provide receipts and appropriate documentation with their reimbursement requests.

G. In order to receive the lump sum payments and to request the Carrier's purchase of the employee's home after being on the market for 60 days at the market price in effect on the 90 day notice date the employee will sign an Employee Reimbursement Agreement. If the employee voluntarily leaves the Carrier's service prior to the expiration of 24 months from date of transfer, excluding retirement, disability, leave of absence or furlough, he must reimburse the Carrier for all relocation expenses incurred by the Carrier, less taxes withheld, within one week of such action or by other arrangements made with Carrier.

H. In lieu of the \$4,000 transfer allowance, mileage allowances, househunting trip, moving expenses, real estate expenses, meals and lodging, lost time and any other expenses, an employee may elect a lump sum relocation allowance of \$22,500 if the employee owns his place of residence, or \$10,000 if the employee does not own his place of residence. The lump sum allowance shall constitute the entire relocation benefit as contained in this Agreement. If the employee voluntarily leaves the Carrier's service prior to the expiration of 24 months from date of transfer, excluding retirement, disability, leave of absence or furlough, he must reimburse the Carrier the entire lump sum allowance, less taxes withheld, within one week of such action or by other arrangements made with Carrier.

I. The benefits contained in this Agreement are limited to a "per household" basis except for the transfer allowance set forth in Section 8(a) and except for the wage loss contained in Sections 8(b) and 8(c) when spouses accompany one another in the househunting.

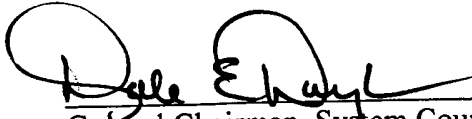
J. All lump sum payments and other benefits set out herein will be subject to all applicable local, state and federal taxes.

VI. This Agreement is made without prejudice to the positions of the parties and is to be without any precedential effect as to any future agreements. It may not be cited or used in any way in any forum or proceeding of any kind except that it may be used in any action to enforce the terms of the agreement.

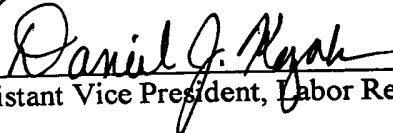
This Agreement is effective December 1, 2003,

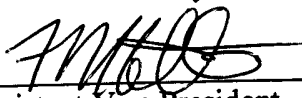
For: International Brotherhood of Electrical
Workers, System Council 16

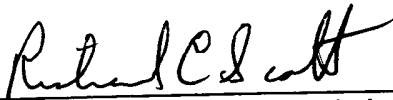
For: The Burlington Northern and Santa Fe
Railway Company


General Chairman, System Council 16


Vice President, Labor Relations


Assistant Vice President, Labor Relations


Assistant Vice President,
Telecommunications


General Director, Labor Relations


Director, Telecommunications


**MEMORANDUM OF AGREEMENT
BETWEEN
BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
AND ITS
EMPLOYEES IN THE TELECOMMUNICATIONS AND MECHANICAL
DEPARTMENTS
REPRESENTED BY THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SYSTEM COUNCIL 16**

Notwithstanding any rule or agreement provision to the contrary, it will be permissible for a roundhouse or shop electrician (but no other craft) to make a simple replacement of a radio and handset. It is understood that the radio must be properly identified by tag to minimize any confusion relative to the installation of the proper radio unit. It is further understood that the change-out of a radio and handset by a roundhouse or shop electrician shall be limited to one (1) radio and handset only. In other words, if after one unit change-out the difficulty is not thereby corrected, any further attempt to correct the difficulty which is considered necessary will be performed by the Electronic Technician or Telecommunications Maintainer. However, if for some reason the Electronic Technician or Telecommunications Maintainer is not available to correct such radio difficulties, an available Telecommunications employee will be called.”

This Agreement is effective December 1, 2003,

For: International Brotherhood of Electrical
Workers, System Council 16

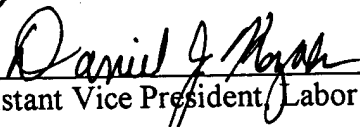
For: The Burlington Northern and Santa Fe
Railway Company



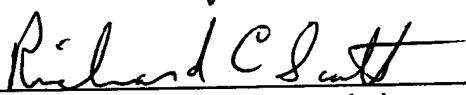
General Chairman, System Council 16



Vice President, Labor Relations



Assistant Vice President, Labor Relations



General Director, Labor Relations

BNSF



RICHARD C. SCOTT
General Director - Labor Relations

Burlington Northern Santa Fe

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level
Fort Worth, TX 76131-2830
Phone: 817-352-1032
Fax: 817-352-7482

November 7, 2003

Mr. D. E. Doyle
General Chairman, System Council 16
IBEW
1303 Eddy Street
Hastings, MN 55033

Dear Mr. Doyle,

This concerns the Telecom Restructuring Agreement dated December 1, 2003,

This letter will confirm that employees affected by a transaction covered by our Telecommunications Agreement dated December 1, 2003, who are also covered by another pre-existing protective arrangement, may, under the application of either the New York Dock Conditions or Article I of the September 25, 1964 National Mediation Agreement, elect the benefits of either, at the employee's option.

If this letter accurately reflects our understanding, please acknowledge by signing below.

Sincerely,

Handwritten signature of Richard C. Scott in black ink.

I concur:

Handwritten signature of Dale E. Doyle in black ink, written over a horizontal line.
General Chairman, System Council 16

BNSF



RICHARD C. SCOTT
General Director - Labor Relations

Burlington Northern Santa Fe

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Fax: 817-352-7482

November 7, 2003

Mr. D. E. Doyle
General Chairman, System Council 16
IBEW
1303 Eddy Street
Hastings, MN 55033

Dear Mr. Doyle,

This letter confirms our discussions concerning IBEW scope covered work and technology not covered in the 1983 Labor Agreement.

This letter confirms that work that the employees represented by IBEW have historically performed and that is generally recognized as the work of the craft is work covered by your Classification of Work Rule and it will be treated accordingly.

Sincerely,

Handwritten signature of Richard C. Scott in black ink.

I concur:

Handwritten signature of Dale E. Doyle in black ink, written over a horizontal line.

General Chairman, System Council 16

cc: Ray Cobb
John Fleps
D. J. Kozak
F. J. Gratke

BNSF



RICHARD C. SCOTT
General Director - Labor Relations

Burlington Northern Santa Fe

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Fax: 817-352-7482

November 7, 2003

Mr. D. E. Doyle
General Chairman, System Council 16
IBEW
1303 Eddy Street
Hastings, MN 55033

Dear Mr. Doyle,

This concerns the Telecom Restructuring Agreement dated December 1, 2003,

During our discussion, it was understood that scheduling of househunting and final moves needs to be coordinated to meet the service needs of the Carrier and still afford employees the time needed to accomplish their relocation. With that in mind, under Article V, paragraphs F.1 and F.2 of the Restructuring Agreement, transferring employees are allowed up to five days with no loss in pay for househunting and not to exceed five working days for the final move. It was agreed that if an employee needed to use more than the five-day allotment for househunting, part of the five days for the final move could be utilized for househunting or vice versa. It was understood that scheduling of such trips had to be coordinated to maintain service requirements and still allow employees the time needed to relocate.

It was further understood should an employee need the additional time to report to their new location, such would be allowed if approved by "Leave of Absence" provided that a bona fide need existed and the practice would not be abused.

If the foregoing accurately reflects our understanding, please sign in the space provided.

Sincerely,

Handwritten signature of Richard C. Scott in black ink.

I concur:

Handwritten signature of Dale E. Doyle in black ink, written over a horizontal line.
General Chairman, System Council 16

BNSF



RICHARD C. SCOTT
General Director - Labor Relations

Burlington Northern Santa Fe

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
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Fax: 817-352-7482

November 7, 2003

Mr. D. E. Doyle
General Chairman, System Council 16
IBEW
1303 Eddy Street
Hastings, MN 55033

Dear Mr. Doyle,

This concerns the Telecom Restructuring Agreement dated December 1, 2003,

Any transferring employee's spouse, who may need assistance in job placement will be allowed professional out placement services during a six month period from the date the employee is affected by a transaction covered by the Agreement, by Carrier's option, either provided through contract by BNSF or reimbursement, of the transaction, by Carrier's option, either provided through contract by BNSF or reimbursement, which will be made upon presentation of bona fide receipts for such services, not to exceed a total of one thousand dollars (\$1000).

Or, in lieu of the placement services stated above, any transferring employee's spouse who may be required to change a career as a result of the transfer may elect to be provided services for retraining, not to exceed one thousand dollars (\$1000). Reimbursement will be made upon presentation of bona fide receipts for such training within 18 months of the date the employee is affected by a transaction covered by the Agreement.

If the above correctly records our understanding and agreement, please indicate by placing signature on the space below.

Sincerely,

Handwritten signature of Richard C. Scott in black ink.

I concur:

Handwritten signature of Dale E. Doyle in black ink, written over a horizontal line.

General Chairman, System Council 16

BNSF



RICHARD C. SCOTT
General Director - Labor Relations

Burlington Northern Santa Fe

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
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Fort Worth, TX 76131-2830
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Fax: 817-352-7482

November 7, 2003

Mr. D. E. Doyle
General Chairman, System Council 16
IBEW
1303 Eddy Street
Hastings, MN 55033

Dear Mr. Doyle,

This concerns the Telecom Restructuring Agreement dated December 1, 2003,

You have raised certain concerns about employees who might be faced with multiple moves due to the proposed implementation timing of the various components of the Telecom Restructuring Agreement to which this letter is attached. You are concerned about employees whose positions may be abolished or who may be displaced and relocate with moving benefits under that agreement. These employees then may again have their positions abolished or may be displaced in a later move. The concerns you raise are well founded although we feel that the risk of occurrence is small. This letter is intended to set forth how we will handle certain potential issues if the situation arises.

If an employee affected by a transaction described in our Restructuring Agreement, moves and collects benefits under either the New York Dock Conditions or Article V of the Restructuring Agreement, is affected by a second transaction covered by that agreement, the employee will be treated as follows:

If that employee is again required to move, the employee will be eligible for a second move under either the New York Dock Conditions or Article V of the Restructuring Agreement.

If that employee does not exercise seniority, and therefore either forfeits his seniority or is furloughed as the case may be, this will not be treated as a voluntary termination under

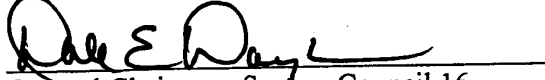
either Paragraph G. or Paragraph H. of that Article V and no repayment under those paragraphs will be required.

If this understanding is acceptable please sign in the spaces indicated below.

Sincerely,



I concur:



General Chairman, System Council 16

**MEMORANDUM OF AGREEMENT
BETWEEN
BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
AND ITS
EMPLOYEES IN THE TELECOMMUNICATIONS AND MECHANICAL
DEPARTMENTS
REPRESENTED BY THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SYSTEM COUNCIL 16**

In connection with the single systemwide agreement covering all Telecommunications Department employee represented by IBEW as provided in the Restructuring Agreement the parties agreed that, "A Foreman may be removed by management at any time for failing to demonstrate supervisory skills without the use of a formal investigation." It was further agreed that the investigation rule would be applicable to any other disciplinary action.

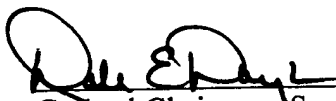
This agreement is also applicable to employees working in the Engineering Electrical Department represented by IBEW and Rule 62 of the BN schedule agreement covering those employees is amended accordingly.

Foreman vacancies will be advertised to allow interested employees the opportunity to indicate their interest in the position. However, management may select the employee it deems most qualified for the position.


This Agreement is effective December 1, 2003,

For: International Brotherhood of Electrical
Workers, System Council 16

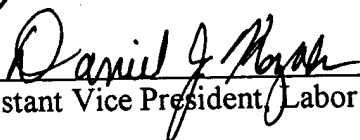
For: The Burlington Northern and Santa Fe
Railway Company



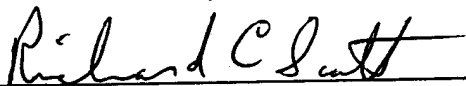
General Chairman, System Council 16



Vice President, Labor Relations



Assistant Vice President, Labor Relations



General Director, Labor Relations

BNSF



RICHARD C. SCOTT
General Director - Labor Relations

Burlington Northern Santa Fe

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level
Fort Worth, TX 76131-2830
Phone: 817-352-1032
Fax: 817-352-7482

September 29, 2003

Mr. D. E. Doyle
General Chairman, IBEW
1303 Eddy Street
Hastings, MN 55033

Dear Mr. Doyle,

This letter will confirm that under the application of either the New York Dock Conditions or Article I of the September 25, 1964 National Mediation Agreement, dismissed employees are entitled to continuation of benefits for the duration of their protection.

If this letter accurately reflects our understanding, please acknowledge by signing below.

Sincerely,

Handwritten signature of Richard C. Scott in cursive.

I concur:

Handwritten signature of Dale E. Doyle in cursive, written over a horizontal line.
General Chairman, System Council 16

APPENDIX "T"

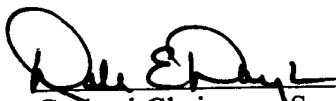
MEMORANDUM OF AGREEMENT
BETWEEN
BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
AND ITS
EMPLOYEES IN THE TELECOMMUNICATIONS AND MECHANICAL
DEPARTMENTS
REPRESENTED BY THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SYSTEM COUNCIL 16

Notwithstanding any rule or agreement provision to the contrary, it will be permissible for a roundhouse or shop electrician (but no other craft) to make a simple replacement of a radio and handset. It is understood that the radio must be properly identified by tag to minimize any confusion relative to the installation of the proper radio unit. It is further understood that the change-out of a radio and handset by a roundhouse or shop electrician shall be limited to one (1) radio and handset only. In other words, if after one unit change-out the difficulty is not thereby corrected, any further attempt to correct the difficulty which is considered necessary will be performed by the Electronic Technician or Telecommunications Maintainer. However, if for some reason the Electronic Technician or Telecommunications Maintainer is not available to correct such radio difficulties, an available Telecommunications employee will be called."

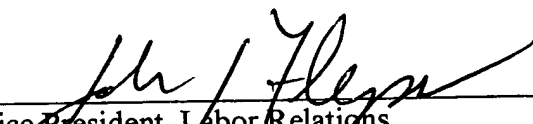
This Agreement is effective December 1, 2003,

For: International Brotherhood of Electrical
Workers, System Council 16

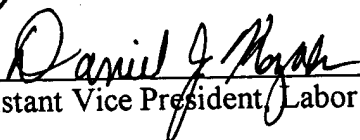
For: The Burlington Northern and Santa Fe
Railway Company



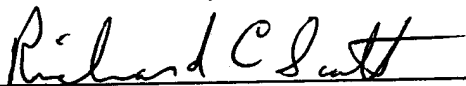
General Chairman, System Council 16



Vice President, Labor Relations



Assistant Vice President, Labor Relations



General Director, Labor Relations