

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FT. WORTH DIVISION**

BNSF RAILWAY COMPANY,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 4:22-cv-052-P
)	
INTERNATIONAL ASSOCIATION OF)	
SHEET METAL, AIR, RAIL AND)	
TRANSPORTATION WORKERS –)	
TRANSPORTATION DIVISION and)	
BROTHERHOOD OF LOCOMOTIVE)	
ENGINEERS AND TRAINMEN,)	
)	
Defendants.)	
)	

**APPENDIX IN SUPPORT OF BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN’S RESPONSE IN OPPOSITION TO
PLAINTIFF’S MOTION FOR TEMPORARY RESTRAINING ORDER**

NOW COMES, Defendant Brotherhood of Locomotive Engineers and Trainmen and files this Appendix in Support of Its Response In Opposition to Plaintiff’s Motion For Temporary Restraining Order.

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
1	November 24, 2003 Agreement	App. 1-2
2	January 1, 1972 Agreement	App. 3-26
3	February 1, 1947 Agreement	App. 27
4	March 1, 1981 Agreement	App. 28-33
5	July 1, 2005 Agreement	App. 34-46
6	April 4, 1994 Agreement	App. 47-49
7	June 24, 2007 Agreement	App. 50-54

Dated: January 24, 2022

Respectfully submitted,

/s/ Rod Tanner

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CERTIFICATE OF SERVICE

I hereby certify that on January 24, 2022, I electronically filed the foregoing document with the Clerk of the Court using the ECF System, which will provide electronic notice and copies of such filing of the to the parties.

/s/ Rod Tanner

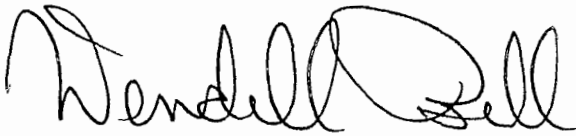
MEMORANDUM OF AGREEMENT
Between The
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Former Colorado and Southern)
And The
BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

1. **When a duly-elected local chairman, acting local chairman, local president or local secretary-treasurer of the Brotherhood of Locomotive Engineers, who is working as an engineer in pool freight service, lays off to attend a bona-fide union meeting, represent an employe in a formal investigation, or meet with Carrier official(s) on items such as discussing time claims, grievances, and/or related schedule matters, and, while so laying off, his turn works up to first-out, it will be held in that position for a maximum of five (5) calendar days until he reports back to work. If, while so laying off for any of the purposes stated herein, his turn is run around by engineer or engineers further down on the working board, said union officer laying off will, upon completion of first round trip or tour of duty following the lay-off period which returns him to the home terminal, be restored to the same relative position with respect to engineer or engineers running around him that he held prior to laying off, the union officer to advise the crew clerk of his proper position on the board.**
 - 1.1 In the application of the foregoing provisions of paragraph (1), a union officer desiring to avail himself of the provisions of this rule must so advise the crew clerk or person in charge of handling the board at the time of laying off. It is understood that said union officer must, following conclusion of business for which he laid off, report back to work as soon thereafter as reasonably possible.
 - 1.2 **In the application of the foregoing a union officer laying off for the purposes stipulated will not be considered as laying off or missing a call.**
2. Agreement rules are amended as necessary to permit handling required under this rule without penalty to the Company. In the event a union officer is required to make a turnaround trip out of the away-from-home terminal and cannot be restored to his original turn at the home terminal as a result thereof, no further attempt will be made to return him to his proper standing on the board.

BLET Ex. 1

This agreement shall become effective NOVEMBER 24, 2003.

FOR BURLINGTON NORTHERN
SANTA FE RAILWAY COMPANY:



Wendell Bell,
General Director, Labor Relations

FOR BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:



Austin G. Morrison
General Chairman

Form 2781 Std.

AGREEMENT

BETWEEN

The Atchison, Topeka & Santa Fe Railway Company

-- COAST LINES --

AND ITS

LOCOMOTIVE ENGINEERS

REPRESENTED BY THE

GENERAL COMMITTEE OF ADJUSTMENT

OF THE

Brotherhood of Locomotive Engineers

EFFECTIVE JANUARY 1, 1973

BLET Ex. 2

INTRODUCTION:

This is the current Schedule for Locomotive Engineers, effective January 1, 1973, printed and distributed by the General Committee of Adjustment for the Brotherhood of Locomotive Engineers. It contains interpretations, agreements, and other information pertinent to the employment and working conditions of locomotive engineers engaged in the operation of motive power.

The Brotherhood of Locomotive Engineers, by contractual right, represents all locomotive engineers employed on the Atchison, Topeka and Santa Fe Railway, Coast Lines, and offers those engineers its services in the adjustment of any differences that may arise between them and their Employer. It also invites all engineers who are qualified but not affiliated therewith to do so and to take an active interest in its affairs and attend meetings regularly and thereby enjoy the protection and benefits it affords, together with the good will of their fellow engineers.

F. E. ASBELL, *Chairman*
W. C. HUEBNER, *Vice-Chairman*
General Committee of Adjustment

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RULE 49

REST

(a) Engineers will not be called to go out when, in their judgment, they need rest; in which case they must so indicate in writing on the roundhouse register under the column headed "Remarks" at the time they record their arrival. Eight hours actual rest shall be considered sufficient time. Eight hours actual rest means eight hours in bed, one hour being allowed from time of arrival until rest begins. On long trips, i.e., twelve hours or more, as much rest in excess of eight hours will be given as the engineer desires. It is understood that engineers taking advantage of this provision designed for their comfort and thereby needlessly delaying the business of the Company, will be subject to discipline therefor. When an engineer has asked for rest he will not be called until rest is up, but may be called if necessary to move a passenger train or relieve an interruption to the main line.

(b) Engineers having less than 14 hours' service, (12 hours effective December 26, 1972), either continuous or in the aggregate, will not be considered fully rested until they have been off duty eight (8) consecutive hours.

Example Effective December 26, 1972:

Engineer on duty Winslow 6:00 a.m., off duty Gallup 11:00 a.m., 5 hours previous duty. On duty Gallup 3:00 p.m., off duty Winslow 7:00 p.m., total 9 hours previous duty, with 3 hours' service time to his credit. This engineer would be available at 11:00 p.m., or later, for service trip not to exceed 3 hours. He would not be considered available for service trip out of Winslow in excess of 3 hours on duty until 3:00 am. (8 hours off duty).

RULE 50

INVESTIGATIONS - DISCIPLINE

Right to Fair and Impartial Investigation

Rule 50

(a) Engineers will not be dismissed or held out of service, or otherwise disciplined, except as provided in paragraph (b), without a fair and impartial investigation, if desired. Investigations will be held promptly but not later than fifteen (15) days following the occurrence of the incident for which the engineer is being investigated, except engineer being investigated or a material witness being unable to attend account sickness, injury, vacation or because of being on authorized leave of absence, investigation may be postponed until such time as said engineer or material witness is able to attend. Employee may, in aggravated cases such as serious collisions, be suspended pending investigation.

(b) When no formal investigation has been held and in the judgment of the Company's officials discipline in an amount not to exceed twenty (20) demerits should be assessed against an engineer, he shall be given written notice, which shall specify discipline proposed and he must promptly, in writing, either accept the proposed discipline or call for a formal investigation, which in such circumstances shall be granted.

Notice of Investigation

(c) An accused engineer will be apprised, in writing, of the specific rule or rules he is charged with violating and it will be only upon his conviction of violation of the rule or rules stated in the notice that discipline can be assessed. **Notice of time, place and date of intended investigation shall be given sufficiently in advance to permit the accused to obtain a representative or representatives of his choice, if desired.**

The Carrier will notify and arrange for the presence at the investigation of any employee or employees known by it to possess any facts relevant to the case to be investigated.

(d) Engineers shall not be required to attend investigations until after they have had sufficient rest, unless

said engineer consents to attending investigation without sufficient rest.

Investigation Procedure

(e) No one except the Superintendent or his representative or the Master Mechanic or his representative, representatives of employees under investigation and representatives of the Interstate Commerce Commission, State Railroad Commission and/or State Corporation Commission will be permitted to interrogate any employee involved or any witness, or otherwise take part in the investigation. The right of appeal from local to general officers, also the right of engineers to act as committeemen, will be granted.

(f) If any witness remains present at any investigation, any other witness or witnesses desiring to do so may also remain at such investigation.

(g) If charges against an engineer are not sustained by evidence presented at the investigation, they shall be stricken from the record and the engineer shall be compensated for all time lost as result of his attendance at the investigation.

Notice of Discipline

(h) An engineer disciplined as a result of a formal investigation shall be notified of that fact within thirty (30) days after the investigation is completed, unless a longer time limit is mutually agreed to in specific cases.

(i) If an engineer has been suspended or dismissed from service and later it is found that discipline assessed was without just cause, such engineer will be reinstated with seniority rights unimpaired and paid for all time lost.

(j) Local Chairman will be furnished, on request, one copy of testimony taken in any investigation.

Compensation For Attending Investigations

(k) Engineers required by the Company to attend investigations and who suffer loss of earnings, will be reimbursed on the following basis:

Rule 50

1 - Except as provided in Item 4 hereof, engineers disciplined shall not be compensated for attending such investigations unless such discipline is found to be unjust.

2 - Engineers not disciplined, and who are not required to deadhead to or from the place where the investigation is held, will be reimbursed for any loss of earnings resulting from attendance at such investigation.

3 - Engineers not disciplined, and who are required to deadhead to or from the place where the investigation is held, will be compensated for loss of earnings or for deadheading, whichever is the greater.

4 - Engineers disciplined by reprimand or demerit marks only, and who are required to deadhead to or from the place where the investigation is held, will be compensated for such deadheading.

5 - There is no provision in this agreement requiring compensation for living expenses.

6 - Loss of earnings shall be determined on the following basis:

(a) For engineers assigned to regular runs or jobs, lost earnings shall be the earnings of their assignments on days not permitted to work thereon.

(b) Pool freight engineers required to attend formal investigations, and who become first out and due for service while not available, will be placed at the bottom of the board, and lost earnings will be calculated as follows: If the engineer becomes available for service and goes on duty before the engineer used in his stead returns to the terminal, lost earnings shall be the one-way trip made by the substitute engineer; if the substitute engineer returns to the terminal before the engineer attending the investigation becomes available for service and goes on duty, lost earnings shall be the earnings of the substitute engineer.

(c) Extra engineers required to attend formal investigation, and who become first out and due for service while unavailable, will be removed from the

board and paid a minimum day (passenger rates for engineer assigned to passenger extra boards, and through freight rates for all other engineers) for each calendar day that they are held, and when released will be placed at the bottom of the board.

RULE 51

COURT ATTENDANCE - JURY DUTY

Section 1 - Court Attendance

Engineers attending court at the request of the Company will be paid at the same rates as they would have earned had they remained on their runs, and if away from home stations, in addition thereto, their legitimate expenses. Extra engineers will be paid the rate per day stipulated in Appendix "A" and if away from home station in addition thereto, their legitimate expenses. An extra man holding a run in place of an assigned man will be considered as an assigned man within the meaning of this rule. Where engineers are paid under this clause they will assign their witness fees and mileage to the Company. Where no time is lost by reason of court attendance, payment will not be allowed for such service other than engineer will be compensated for legitimate expenses incurred by reason of such attendance and will be permitted to retain witness fees, if any awarded.

Attending Coroner's inquest at instance of the Company will be considered as attending court.

Section 2 - Jury Duty

When an 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 calendar 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:

INTERPRETATION OF CONTINUOUS SERVICE

PROVISIONS OF SECTION 1 OF

VACATION AGREEMENT

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to the claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

Signed at Chicago, Illinois, this 18th day of January, 1956.

Signatures not reproduced

RULE 64

B. L. E. DIVISION OFFICERS

LAY OFF AGREEMENT

(a) When a Local Chairman of the Brotherhood of Locomotive Engineers who is working in pool freight service or on an extra board lays off to attend a B. of L. E. Division Meeting or to handle claims and grievances of the employees he represents with the Superintendent or his delegated Representative or to represent

Rule 64

an employee at a formal investigation called at the instance of the Company, and if while so laying off, the turn of said Local Chairman works up to first out on the working board, it will be held in that position until he reports back to work. If, while laying off for any of the purposes stated herein, his turn is run around by engineer or engineers further down on the working board, said Local Chairman laying off will, upon completion of first round trip or tour of duty following the lay off period which returns him to the home terminal, be restored to the same relative position with respect to engineer or engineers running around him that he held prior to laying off, the Local Chairman to advise the Crew Clerk of his proper position on the board.

(b) In the application of the foregoing provisions of paragraph (a), a Local Chairman desiring to avail himself of the provisions of this rule must so advise the Crew Clerk or person in charge of handling the board at the time of laying off. It is understood that Local Chairmen must, following conclusion of business for which he laid off, report back to work as soon thereafter as reasonably possible.

Note 1: In the application of the foregoing, a Local Chairman laying off for the purposes stipulated will not be considered as laying off or missing a call under the provisions of Rules 23 and 24.

Note 2: Rule 30 is amended as necessary to permit handling required under this rule without penalty to the Railway Company in the event a Local Chairman is required to make a turn-around trip out of the away-from-home-terminal and cannot be restored to his original turn at the home terminal as a result thereof, no further attempt will be made to return him to his proper standing on the board.

(c) The provisions of paragraphs (a) and (b) of this

rule shall also apply to any of the following B. of L. E. Division Officers required to attend Division Meetings or handle claims and grievances with the Superintendent or represent an employee at a formal investigation:

Chief Engineer
Secretary-Treasurer
Acting Local Chairman

(d) It is further agreed that the Brotherhood of Locomotive Engineers will police the terms of this Agreement and the decision of the Local Chairman with respect to any dispute that might arise in connection with the proper handling herein prescribed will be considered final and binding; in return for which, the Railway Company will be protected from any claims or liability in connection with a decision rendered by the Local Chairman with respect to this Agreement.

RULE 65

LEAVE OF ABSENCE

(a) Engineers must obtain permission for leave of absence from Master Mechanic or Foreman and give sufficient notice of desire to lay off so as to prevent delay. Having received leave of absence they will not be called for service until they report for duty or at the expiration of time granted in leave of absence; however, when engineers report for duty before leave of absence expires, they will be permitted to go to work.

(b) At points where extra boards are maintained leaves of absence for fifteen (15) days or less may be granted by one of the following at his discretion: Foreman, Crew Dispatcher, or Crew Clerk. Superintendent will designate the party to grant leaves of absence at each point.

(c) Engineers, accepting positions with the State Public Utilities Commission or the Interstate Commerce Commission, will be granted Leave of Absence for the period employed by these Commissions.

RULE 73

CAPTIONS

It is understood the captions of rules in this agreement are for the purpose of identification only and are not to be considered a part of the rule.

RULE 74

DURATION OF AGREEMENT

This Agreement is effective January 1, 1973 and shall remain in effect subject to the conditions embodied in opening paragraph captioned "Schedule for Engineers" of page 1 hereof.

FOR THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY - COAST LINES:

D. G. RUEGG

General Manager - Acting

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

F. E. ASBELL

General Chairman

W. C. HUEBNER

Vice General Chairman

Los Angeles, California, November 20, 1972.

Supplement to Rule 50 (a)(c): DISCIPLINE

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers, Coast Lines.

IT IS AGREED:

Rule 50, Sections (a) and (c) of the Engineer's Schedule are amended to provide:

- (a) Engineers will not be dismissed or held out of service, or otherwise disciplined, except as provided in paragraph (b), without a fair and impartial investigation, if desired. Investigations will be held promptly but **not later than thirty (30) days following the occurrence of the incident** for which the engineer is being investigated, except engineer being investigated or a material witness being unable to attend account sickness, injury, vacation or because of being on authorized leave of absence, investigation may be postponed until such time as said engineer or material witness is able to attend. Employee may, in aggravated cases such as serious collisions, be suspended pending investigation.

NOTICE OF INVESTIGATION

- (b) An accused engineer will be apprised, in writing, of the specific rule or rules he is charged with violating and it will be only upon his conviction of violation of the rule or rules stated in the notice that discipline can be assessed. Notice of time, place and date of intended investigation shall be **given sufficiently in advance** to permit the accused to obtain a representative or representatives of his choice, if desired; however, not more than two representatives can be designated to interrogate any employee involved or any witness.

The Carrier will notify and arrange for the presence at the investigation of any employee or employees known by it to possess any facts relevant to the case to be investigated.

Supplement to Rule 50 (d): AVERAGE EARNINGS

MEMORANDUM OF AGREEMENT between the Atchison, Topeka and Santa Fe Railway Company and its employees on the Coast Lines represented by the Brotherhood of Locomotive Engineers:

IT IS AGREED:

1. The earnings of the claimant for twelve (12) months prior to removal from service will be compared to the **average earnings of two employees**, the one immediately above and the one immediately below the claimant on the seniority roster for the same twelve (12) month period to arrive at an earnings' ratio.
2. If either of the two employees had no earnings during any one or more of the twelve (12) months, that month(s) will be disregarded for that employee and sufficient prior month(s) will be used to arrive at a total of twelve (12) months, if possible. **If not possible, the next employee, either junior or senior will be used.**
3. The ratio of the claimant's earnings to average earnings of the two employees during the twelve (12) months will be used to compute "time lost" by applying this ratio to average earnings of the two employees during the period in which "time lost" is to be allowed.

Example: It the claimant's earnings during the proceeding twelve (12) months was \$35,000 and the average earnings of the two employees was \$35,775, the ratio would be 97.83 percent. Applying the 97.83 percent to the average earnings (\$45,300, for example) of two employees during the "time lost" period, the claimant would be allowed \$44,316.99 for "time lost." If, however, the claimant had earnings of \$38,000 during the preceding twelve (12) months, the ratio in the above example would be 106.22 percent and the "time lost" would amount to \$48,117.66 rather than \$44,316.99.

4. The foregoing is not applicable to cases of "time lost" of less than thirty (30) calendar days nor to **employees who were medically unable** to perform service during the entire period in which "time lost" is to be computed.

5. In each case involving payment for ‘time lost’, the General Chairman will be furnished a copy of the Carrier’s method of computation that includes the amount of payment due to the claimant.

FOR THE ORGANIZATION

FOR THE CARRIER

General Chairman, Brotherhood
Of Locomotive Engineers

Vice-President-Personnel
and Labor Relations

No Engineer, Fireman, Hostler, Hostler Helper, Conductor, Trainman, Yardman, or Switchtender will be dismissed or have his personal record assessed with debit entries or have his seniority restricted until after he has been given a fair and impartial investigation.

To provide for uniform handling of investigations, the following procedure will be observed.

A. All investigations will be held promptly, and if the presence of an employe is desired he will be notified in writing or by telegraph of the date, hour, place and purpose of the investigation and he will be given forty-eight (48) hours if necessary from receipt of notice in which to arrange for representation.

B. The investigation date will not be set later than ten (10) days from the date of an accident or alleged violation of operating rules except that personal cases will be subject to the ten (10) day limit from the date information is obtained.

C. At the investigation the employe may present witnesses in his behalf and may be assisted by his committeeman or an employe of his choice. Employes attending investigations may hear all testimony offered and they and their representatives will be afforded opportunity to question witnesses after the investigating officer has concluded his interrogation of the witness. All testimony will be entered verbatim into the record of the case and a copy of the record will be supplied Local or General Chairman upon request.

D. Decision shall be rendered within thirty (30) days following the investigation and written notice will be given each employe to who discipline is assessed and the employe will receipt for same. The right of any employe to appeal from the decision of the Company through regular channels, is conceded.

This Agreement to take effect February 1, 1947, superseding Agreement of May 1, 1943. It does not cancel nor modify rules in the existing schedules except to the extent covered herein and does not apply to yardmen at Chicago, Illinois.

FOR THE EMPLOYEES:

(sgd) C. H. ATKINS
General Chairman, B.L.E.
(sgd) H. A. HUSTED
General Chairman, B.L.F.&E.
(sgd) F. L. SMITH
General Chairman, O.R.C
(sgd) O. F. RASMUSSED
General Chairman, B.R.T.

FOR THE RAILROAD COMPANY:

(sgd) J. D. AYDELOTT
General Manager, Lines East
(sgd) F. R. MULLEN
General Manager, Lines West
Dated at Chicago, Illinois, this 16th day of January, 1947.
pg. 146 At Chicago, March 10, 1921.

BLET Ex. 3

EXHIBIT
Page **2** of **2** Pages

AGREEMENT

BETWEEN

**THE COLORADO AND SOUTHERN
RAILWAY COMPANY AND
ITS EMPLOYEES**

REPRESENTED BY

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

BLET Ex. 4

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the carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had timely knowledge of it.

RULE 50. Discipline

(A) Engineers will not be disciplined or dismissed without a fair and impartial investigation. Engineers may, however, be held out of service pending such investigation, in which case the investigation will be held within five (5) days from the time taken out of service. **Engineers will be apprised in writing of charges preferred against them a sufficient time in advance of such investigation so that they maybe present at such investigation and may arrange for representatives of their choice to assist them in the investigation.** They shall also have the right to call witnesses to testify in their behalf at such investigation.

The engineers, representatives, and other employees involved in the case will be permitted to be present while testimony is being taken and representatives will be privileged to interrogate any of the witnesses at the investigation.

Engineers or their representatives will be furnished with a copy of the transcript of the investigation upon request.

(B) If the charges against an employee are not sustained, it shall be stricken from the record. If the employee has been suspended or dismissed from the service and the charges are not sustained, such employee will be reinstated with seniority rights unimpaired and be reimbursed for all time lost.

(C) In the event that the decision resulting from investigation is unsatisfactory, an appeal may be made in succession up to and including the highest official of the railroad designated to handle such matters.

(D) Charges against engineers shall be made within thirty (30) days after occurrence. When complaint is made against an engineer by other employees, same shall be fully set forth in writing.

(E) Engineers shall not be bulletined for any offense. Engineers shall not be required to reimburse the Company for the loss or damage of tools or damage incurred to rolling stock or for stock killed or injured.

(F) Engineers shall not be required to attend investigations until they have had sufficient rest, except in extreme emergencies, or by mutual agreement.

(G) Only employees of the Colorado and Southern Railway Company may represent engineers at investigations.

RULE 51. Time Limit On Claims

All claims or grievance arising on and after November 1, 1948 shall be handled as follows:

(A) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the company authorized to receive same, within sixty days from the date of the occurrence on which the claim or grievance is based.

of pay shall then be adjusted consistent with all increases as though passenger service had been maintained.

RULE 98. Copy of Agreement

The Colorado and Southern Railway Agrees to furnish each engineer with a copy of this schedule free of charge.

RULE 99. Conflicting Provisions

No rule or paragraph of any rule herein shall be construed so as to contradict or conflict with any rule or paragraph of a rule, but such rule or its paragraph shall be an agreement within itself and the rule to which it may refer or refers to it.

RULE 100. Approval of Interpretations

All interpretations on this agreement shall be approved by the operating officials whose signatures are attached hereto, or their successors, and the General Chairman for the Engineers.

RULE 101. Duration of Agreement

This Agreement as revised effective March 1, 1981, shall continue in effect until changed in accordance with the provisions of the Railway Labor Act as amended.

Any omissions herein of agreements or agreed understandings which have not been superseded or canceled will not serve to cancel such agreements or agreed understandings.

ACCEPTED FOR THE COLORADO AND
SOUTHERN RAILWAY COMPANY:

D.M. Tisdale
Director - Labor Relations

ACCEPTED FOR GENERAL COMMITTEE OF ADJUSTMENT,
BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

C.B. Clark
General Chairman

Dated at Denver, Colorado, this 1st day of March, 1981

Intent of Agreement

The purpose of this Agreement is to codify and combine, in one document, certain Articles, Agreements, and Understandings (collectively "schedule rules") applicable on BNSF involving territories and locations under jurisdiction of this BLET General Committee of Adjustments. The reissuance of the Rules in this updated Schedule is for the carrier's and employee's convenience and is not intended to effectuate substantive changes in the existing rights of the parties. The Parties agree nothing contained in the following Schedule is intended to, nor do they, amend, modify, or abrogate any intent or provisions of National Agreements. The intent and purposes of National Agreements take precedent over any of the provisions of this Schedule which might be in conflict therewith.

It must also be noted that the current rates of pay will apply where monetary amounts cited herein are subject to future wage increases

Furthermore, any changes to previous article / section numbers will be considered as adjusted accordingly in all previous memorandums, agreements, understandings, and correspondence.

Finally, this format should be considered as an attempt by both parties to ensure all subsequent memorandums, agreements, and understandings can easily be updated when necessary.

The enclosed schedule rules, rates, and regulations is hereby agreed upon by the Carrier and it's Engineers under jurisdiction of this Committee.

Effective this date, **July 1, 2005**



R. C. Gibbons
BLET General Chairman



R.A. Boldra
Director – BNSF Labor Relations



M.H. Siegele
AVP-BNSF Labor Relations

BLET Ex. 5

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ARTICLE 29 - DISCIPLINE AND INVESTIGATIONS

Section A – Criteria For Handling Investigations

(1) Engineers will not be disciplined without just and sufficient cause.

(2) Except as otherwise provided herein, no Engineer will be suspended, discharged, given deferred suspension, demerit marks or reprimand without a fair and impartial investigation; provided, however, that an Engineer may be held out of service pending investigation in cases involving head-end collisions, drunkenness and refusal to comply with a direct order, only.

Discipline in the amount of 6 months' or more suspension or dismissal may not be waived. In all such cases investigation will be held. In cases involving lesser amounts of any form of discipline, the Engineer, together with an Engineer of his choice (as representative), may sign a waiver of investigation and all such waivers shall clearly state the form and extent of discipline accepted.

(3) Investigations must be commenced within 15 days of the occurrence or within 15 days of the time that a Carrier Operating Officer has knowledge of the occurrence and the Engineer's involvement, whichever is later; provided, however, that if the Engineer is being held out of service pending investigation, such investigation will be commenced within 5 days.

(4) If an investigation is to be held, the Engineer involved may be represented by an Engineer of his choice.

(5) Reasonable postponements of the investigation will be granted when they are requested because of the temporary unavailability of key employee witnesses or participants in the incident to be investigated, and when necessary in order to provide a fair and impartial investigation. Postponements may be requested and granted by the Engineer, his representative, the BLET Local or General Chairman on behalf of the Engineer; and the Trainmaster or Superintendent on behalf of the Carrier.

(6) Notice of Investigation, Charges and Witnesses

(a) Any accused Engineer directed to attend an investigation will be apprised, in writing, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Such notification must be so worded that those summoned to appear may know an investigation under this rule is to be had and it will contain a clear statement of the matters which are to be investigated and of the charge or charges which are brought against the accused Engineer. Such original notice shall also show the names of all persons charged as well as the names of all witnesses the Company has notified to be present.

(b) The notice to appear for investigation will specify time, date and place of the investigation, and will give the accused a reasonable time to prepare his defense and select a representative.

(c) The Carrier will notify and arrange for the presence of each witness who has material knowledge of the incident. If additional witnesses are desired by the employee or his representative, a written request will be made to the Carrier Officer calling the investigation. The Carrier is only required to pay a witness who has material knowledge. Any other witness requested by the employee or his representative will simply be notified by the Carrier that he is being requested to attend the investigation at the request of the Organization. In the event a dispute arises between the proper Carrier Officer and the Organization as to whether or not a witness has material knowledge of the incident, the testimony of that witness at the investigation will be the determining factor of whether or not the Carrier is required to pay him.

(7) A complete stenographic transcript of all testimony adduced at the investigation will be made. If discipline is to be assessed, a copy of the transcript will be furnished the charged Engineer and his representative. The word "complete" as used herein is understood to imply that all "on-the-record" testimony, statements, objections, rulings by the interrogating officer, etc., will be included in the transcript. Complaints regarding alleged errors in the transcript will be made promptly, in writing, to the proper officer no later than during the review provided for in Paragraph (9) of this Section A; otherwise, the transcript will be recognized as being complete. The evidence adduced at the investigation and contained in the transcript thereof will be the only basis used in determining the Engineer's guilt or innocence.

(8) In the event any discipline is assessed the Engineer, he will be notified, in writing, within 15 days after completion of the investigation the discipline assessed and the reason therefore. Such notification shall be by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Notices sent by U.S. Mail in the above-stated manner will be sent to the address given by the Engineer at the investigation, and postmark will determine the timeliness of such notice. Copy of the notice of discipline will be sent to the Engineer's representative (at the investigation), but failure to do so will not affect the discipline or any appeal thereof.

(9) If, in any case of discipline being assessed against an Engineer, the affected Engineer believes the discipline to be unjust, he or his representative shall within 15 days from the date of receipt of notice of discipline, refer the case, in writing, to the Company Officer issuing the discipline and such written notice shall indicate whether or not pay for time lost, reinstatement and/or removal of the discipline is being requested. Within 15 days from receipt of such written notice from the Engineer or his representative, the Company Officer issuing the discipline shall accord the Engineer a thorough review of the investigation which led to the discipline and, during such review, the Engineer may be accompanied and represented by an Engineer of his choice. The Company Officer shall render his decision on the appeal within 60 days after the date the review was conducted. The time limits for further appeals and decisions thereafter shall be those contained in Article 30 of this Agreement. If upon appeal it is found that the Engineer has been disciplined unjustly, his record shall be cleared. In a case where suspension or dismissal is found to be unjust, he will be reinstated with all seniority and vacation rights unimpaired, and paid for all time lost from the Carrier's service resulting from such application of discipline.

(10) Investigations will be held whenever possible at the home terminal of the employees involved. They will also be held at such times as to not cause Engineers to lose rest or time whenever possible to do so, and will not ordinarily be held on Sunday. In case time is lost, Engineers will be paid unless held responsible for occurrence which instigated the investigation.

(11) When disciplinary investigations are held jointly with another railroad, this Carrier's Engineers will be handled in accordance with the provisions of this Article.

Section B - Attending Investigations Or Making Statements On Their Own Time

(1) Employees attending investigations or making statements or reports on their own time (i.e., without loss of time from their assignment) at the request of an Officer of the Carrier will be paid at overtime rate for actual time held with a minimum of 2 hours at overtime rate of the service last performed. Time commences at the time ordered to report. This not to apply to employees found responsible for the occurrence which instigated the investigation or statement.

(2) When employees are required to attend an investigation or to make statements, including written reports (other than normal daily trip reports such as the time slip, registry of hours, daily locomotive work report, etc.), at the time they report for duty, an exception will be made insofar as initial terminal switching (when performed) and delay rules are concerned. Such allowances shall be computed from the time the employee reports and continue until the time specified in those rules (i.e., until the time "train is coupled together" or "train leaves the terminal" respectively); provided, however, that none of the time spent in the performance of work for which an arbitrary or special allowance is paid will be included in such enlarged initial terminal switching or delay allowances. Such allowance will in all other respects be paid and computed in the regular manner. This provision is not intended to enlarge the application of the initial terminal delay and switching rules to classes of service not covered by those rules.

(3) When employees are held on duty on a continuous time basis at the conclusion of their trip to attend an investigation or to make statements, including written reports (other than normal daily trip reports such as the time slip, registry of hours, daily locomotive work report, etc.), their time for pay purposes shall continue until they are released upon completing all duties required of them at that time. Additionally, in such cases, an exception will be made in that the allowance for final terminal switching (when performed) or final terminal delay shall be computed up to the time the employee is released from duty; provided, however, that none of the time spent in the performance of work for which an arbitrary or special allowance is paid will be included in such enlarged final terminal switching or delay allowances. Such allowance will in all other respects be paid and computed in the regular manner. This provision is not intended to enlarge the application of the final terminal delay and switching rules to classes of service not covered by those rules.

Section C - Fines

No fines shall be assessed against Engineers

NOTE: As of the date of this Agreement, Engineers have available to them “Alternative Handling” in accordance with the Safety Summit Agreement dated May 29, 2002.

MEMORANDUM OF AGREEMENT
BETWEEN
BURLINGTON NORTHERN RAILROAD COMPANY
AND
ITS EMPLOYEES REPRESENTED BY
THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS AGREED:

Section 1.

(a). Engineer extra boards will be guaranteed according to the provisions of this agreement set forth below. This agreement is not intended to permit the establishment of combination road/yard extra boards where such boards are not presently permitted. The Carrier shall maintain a sufficient number of engineers to permit reasonable lay off privileges and to protect the service including vacations and other extended vacancies. Except as provided in paragraph (f) of this Section, the Carrier will regulate the number of positions on the guaranteed extra boards established pursuant to this agreement.

(b). Where separate road and yard extra boards are maintained, if one extra board is exhausted, it will be supplemented first with the other board.

(c). Guaranteed extra boards under this agreement shall replace existing extra boards. Engineers assigned thereon will be run first-in, first-out, in accordance with existing schedule agreements.

(d). An engineer cannot be assigned to an extra board unless the engineer is qualified to protect (and is not restricted from performing) all service that is protected from that board.

(e). Payment of the guarantee shall be made in the payroll period in which the guarantee was incurred.

(f). Guaranteed road or combination road/yard extra boards will be increased by the appropriate number of positions when average earnings of engineers manning the board exceed \$2925 in a payroll period. (NOTE: This amount will be adjusted according to subsequent general wage increases.)

BLET Ex. 6

Section 2.

(a). An engineer working on a road and/or yard extra board will be provided a payroll period compensation guarantee or a prorated portion thereof based on the number of days on the board.

(b). Engineers assigned to or reduced from the extra board, regardless of the time of day, shall utilize that calendar day in the computation of the amount of the engineer's payroll period compensation guarantee. Engineers selecting seniority placement to or from an extra board in conformity with existing rules, will count only those full calendar days, (12:01 AM - 11:59 PM), the engineer was listed on the extra board in computing the amount of the engineer's payroll period compensation guarantee. The amount of the engineer's payroll period compensation guarantee may be prorated or reduced on the basis of 1/13, 1/14, 1/15, or 1/16 (depending on the number of days in the payroll period) for each 24 hour period or portion thereof, when an engineer lays off or is otherwise unavailable for service.

As an example, an engineer holding a regular assignment, (15 day pay period), is displaced on the 11th day of the payroll period and forced to the extra board. That engineer would be entitled to the earnings of the regular assignment for the first ten (10) days of the payroll period, in addition to 5/15 of the applicable guarantee.

(c). The payroll period compensation guarantee, subject to proration as described above, shall be:

(i). On yard extra boards, protecting yard service only, \$1,508.00 in addition to any holiday pay.

(ii). On road extra boards, protecting road service only, \$2,211.00.

(iii). On combination extra boards protecting both road and yard service, \$2,211.00.

(NOTE: The guarantees set forth above will be adjusted in accordance with subsequent general wage increases.)

(d). If an employee's payroll period compensation guarantee computed pursuant to the provisions of this agreement exceeds the employee's actual compensation for that payroll period (including benefits payable under any federal or state unemployment insurance program), the employee shall be paid the difference. Special allowances for working with a reduced train or yard crew, premium pay (in excess of pay for regular service) for training engineer trainees, penalty payments and payments for attending operating rules classes, training classes, physical examinations and holidays shall be paid in addition to the guarantee amount.

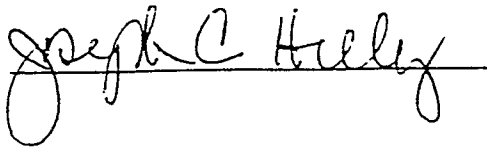
Section 3.

There shall be no duplication or pyramiding of benefits to any employees under this agreement and/or other agreements or rules.

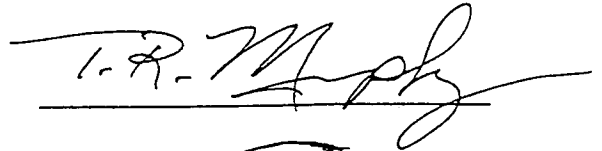
This Agreement is effective May 1, 1994, and will continue in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed this 4th day of April, 1994, at Ft. Worth, Texas.

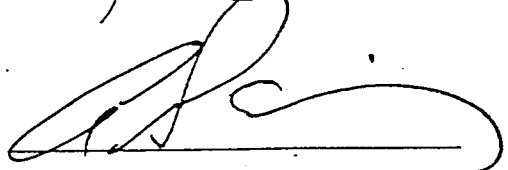
FOR BURLINGTON NORTHERN
RAILROAD COMPANY



FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS









MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY COMPANY

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

This Agreement modifies existing agreements between BLET and BNSF, including existing agreements from the former component roads, only to the extent described herein.

ARTICLE 1 - Profit Sharing

This Article is made pursuant to Article II – Optional Alternative Compensation Program of the _____, 2007 National Agreement between BNSF, other carriers represented by the National Carriers' Conference Committee, and the employees of such carriers represented by the Brotherhood of Locomotive Engineers and Trainmen.

Section A - Maximum Potential Profit Sharing Payment and Handling of General Wage Increases

The Alternative Compensation Agreement between BLET and BNSF Railway dated December 23, 2003 is amended as follows.

For Engineers Working Under Former BN Agreements in All Classes of Service

Beginning on July 1, 2007 and applicable to engineers' earnings on and after July 1, 2007, the maximum potential profit sharing payment for locomotive engineers working under former BN agreements will be increased by four percent of engineers' regular earnings as defined in the Alternative Compensation Agreement between BLET and BNSF Railway dated December 23, 2003 and a subsequent letter of understanding dated February 22, 2005.

The three percent general wage increase otherwise scheduled for July 1, 2007 will be reduced to one percent for all rates of pay under former BN agreements.

For Engineers Working Under Former SF Agreements as a Yard Engineer or a Road Switcher Engineer

Beginning on July 1, 2007 and applicable to engineers' earnings on and after July 1, 2007, the maximum potential profit sharing payment for locomotive engineers based on service under former SF agreements as a yard engineer or as a road switcher engineer will be increased by four percent of engineers' regular earnings in those classes of service as defined in the Alternative Compensation Agreement between BLET and BNSF Railway dated December 23, 2003 and a subsequent letter of understanding dated February 22, 2005.

The three percent general wage increase otherwise scheduled for July 1, 2007 will be reduced to one percent for rates of pay under former SF agreements as a yard engineer or a road switcher engineer.

the event an applicant is the senior bidder for more than one vacancy being filled simultaneously, assignment will be made to the vacancy for which he has indicated the greatest preference.

G. An engineer bid sheet may be changed or withdrawn at any time prior to the date and time it is honored by serving notice to the proper authority by the current method.

H. BLET local chairmen will be furnished a list of all road and yard assignments in the seniority district, describing and numbering each assignment, and these listings will be available electronically where engineers go on and off duty.

I. An engineer displaced from a run or assignment by a senior engineer or whose assignment is reduced or abolished as part of a board adjustment in accordance with schedule rules and/or agreements will have displacement rights to any assignment/board on which he holds active engineer's seniority. This displacement must be exercised within 24 hours of notification of displacement. In the event displacement is not exercised within 24 hours, such engineer will be required to displace the junior engineer working at the location. For those engineers who are displaced while off for any reason, the notification process will begin upon markup and they must also place within 24 hours of notification.

J. Engineers who are bumped and can still hold the engineer's quota at their location cannot be force assigned to any other location or assignment during their 24-hour bump period. Engineers who are bumped and are unable to hold the engineer's quota at their location will be considered demoted engineers at that location and, after notification and if they have not placed themselves elsewhere, may be force assigned like any other demoted engineer.

K. A turn added to an existing through freight pool or extra board will be considered an additional assignment and will be immediately assigned to the senior engineer showing preference for it on his engineer bid sheet. The engineer assigned will be subject to call after accepting notification of the assignment change. Unless displaced by an engineer returning from vacation, an engineer will not be permitted to change from one turn to another in the same pool or extra board.

L. Except as qualified in Section K and Section S (2), an engineer displacing into an existing through freight pool or extra board will displace the junior engineer.

1. If the junior engineer being displaced is holding a turn that is not at the home terminal, assignment will be made utilizing one of two methods. Within 30 days of the effective date of this agreement, the BLET Local Chairman holding jurisdiction for each pool/board will advise the proper BNSF Officers of which of the following methods will be utilized. Thereafter, the method chosen by the Local Chairman for any given pool may only be changed once every six months, on February 1 and August 1. (In pools where turns work under more than one Agreement, the Local Chairman holding the agreement under which a majority of the turns work will have the authority to make the selection referenced in this Article):

Method 1. Except as qualified in Section K and Section S (2), the displacing engineer will be assigned to the pool turn previously held by the junior engineer on the involved pool board. If that turn is not

In this event, he will have the option of remaining on the temporary vacancy or going to the permanent vacancy.

(b) Vacancies of 30 days or more are considered to be permanent vacancies and shall be filled by job preference

2. Former Santa Fe Agreement Jurisdiction

(a) Except where covered by existing pool agreements, temporary vacancies (a vacancy of less than 7 days that is not a vacation vacancy of 7 days or more) shall be filled from the engineer's extra list for the first seven days of such vacancy.

(b) Vacancies of 7 days or more are considered to be permanent vacancies and shall be filled by job preference

S. Permanent Vacancies and Vacation vacancies of seven (7) days or more will be immediately assigned to the senior engineer showing preference for it on his engineer bid sheet.

1. Vacation vacancies of 7 days or more will be filled on the first day of the vacancy by awarding the assignment to the senior applicant making application for the assignment.

2. While on vacation, the engineer will be placed to the "vacation board". On return from vacation, the engineer will be given full displacement rights with one exception. If the engineer so desires, he may place to his previous pool turn and its position (or in the case of an engineer who went on vacation while working a "rest-cycle" board, to his previous rest-cycle) regardless of the seniority standing of the engineer who was awarded his pool turn or rest-cycle while he was on vacation. Engineers will be allowed to return from vacation and exercise the displacement described herein at any time during the 24 hours of the last day of vacation.

3. Engineers returning from a "known vacancy" (other than vacation vacancies – covered by 1 above) shall be afforded displacement rights consistent with the terms of this agreement.

T. All scheduled vacation periods of one day or more duration which previously began at 12:01 am or 7:00 am shall begin at 9:00 a.m. on the first day of the vacation period, and such vacation period shall end at 8:59 a.m. on the first day following the vacation period. Engineers will be returned to service following vacation in the manner described below. Times herein are based on local railroad time for the involved location.

Example: A vacation period scheduled for Monday, January 1, through Sunday, January 7, will actually begin at 9:00 a.m. on Monday, January 1, and end at 8:59 a.m. on Monday, January 8.

1. Single Day(s) Vacation

Engineers taking a single vacation day(s) will be removed from and returned to the board based on advance calling times for the Terminal to which assigned.

Example: The calling time for Terminal A is 90 minutes. Employees taking a single day vacation are removed from the board at 7:30 am so they are not called for an assignment at 9:00 am or later and will return to the board the following day at 7:30 so they are available for calls at 9:00 am or later.

Engineers whose assignments are called to protect or assigned to protect service between 12:01 a.m. and 9:00 a.m. on the first single vacation day(s) will not be called for that service. Instead, they will be "laid off vacation" at the time of that call for their assignment and their assignment will be filled by the extra board, except where covered by existing pool agreements. Engineers called prior to 12:01 a.m. who work into the start of the single vacation day(s) will have their scheduled vacation begin upon tie up at the home terminal. Engineers observing less than 7 days vacation will be allowed to mark up for service prior to the expiration of the full vacation at any time during the 24 hours of the last day of vacation.

2. Vacations of Seven (7) days or more

Engineers taking seven or more vacation days will be removed from their assignment/turn and placed to the vacation board based on advance calling time for the Terminal to which assigned. The vacated assignment will be filled pursuant to Section S at that time. At the expiration of the vacation period, the engineer will be returned to the bump board based on the advance calling time for the Terminal to which he was assigned when the vacation began. The 24 hour bump will begin at that time with no notification necessary.

Example: The calling time for Terminal A is 90 minutes. Employees taking a vacation of 7 days or more are removed from the board at 7:30 am so they are not called for an assignment at 9:00 or later and their assignment is filled as a permanent vacancy at that time. At the expiration of the vacation period, the employees are placed to the bump board at 7:30 am with no other notification necessary.

Engineers whose assignments are called to protect or assigned to protect service between 12:01 a.m. and 9:00 a.m. on the first vacation day of a known vacation period of seven (7) days or more will not be called for that service. Instead, they will be moved to the vacation board at the time of that call and their assignment will be filled by the extra board until it is filled as a permanent vacancy pursuant to Section S. Engineers called prior to 12:01 a.m. who work into the start of the vacation period of seven (7) days or more will have their scheduled vacation begin upon tie up at the home terminal.

An engineer who extends a vacation of seven days or more for any reason will extend the 8:59 a.m. markup to the first 8:59 a.m. following the layoff. In other words, if an engineer marks off the day following his vacation, he will be required to mark up at 8:59 a.m. the following day.

3. Engineers on assignments having assigned rest days or rest cycle days will be allowed to adjust the start time of a vacation of 7 days or more to immediately follow the assigned rest days or rest cycle days of the assignment.

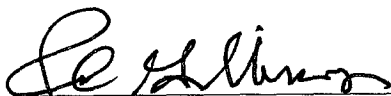
DATED THIS 26th DAY OF June, 2007, AT FORT WORTH, TEXAS

FOR:

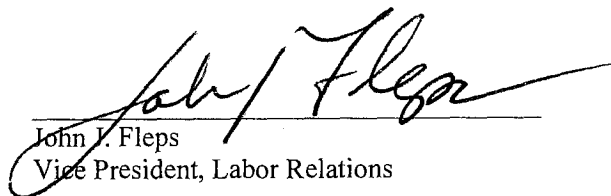
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN

FOR:


BNSF RAILWAY COMPANY



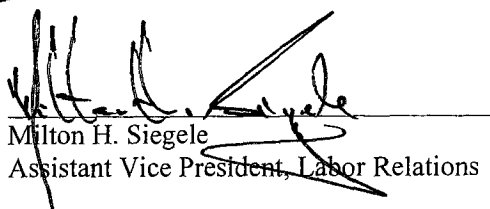
Rick Gibbons
General Chairman, BLET



John J. Fleps
Vice President, Labor Relations



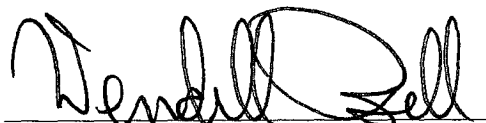
Austin Morrison
General Chairman, BLET



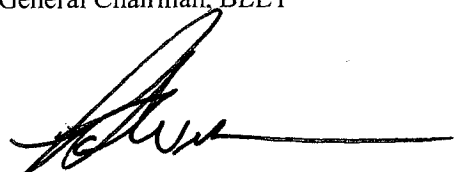
Milton H. Siegele
Assistant Vice President, Labor Relations



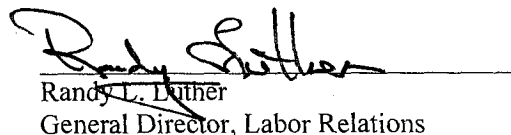
Dennis Pierce
General Chairman, BLET



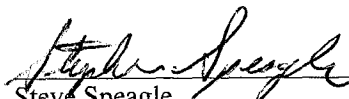
Wendell Bell
General Director, Labor Relations



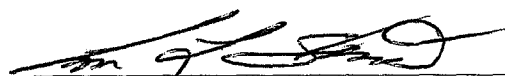
Pat Williams
General Chairman, BLET



Randy L. Luther
General Director, Labor Relations



Steve Speagle
Vice President, BLET



Gene L. Shire
General Director, Labor Relations