

1997 Rules Class Payment Agreement

MEMORANDUM OF AGREEMENT

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

This understanding is in reference to numerous previous conferences concerning periodic instruction classes and whether such classes are permissible under the provisions of OPS 3-91. In particular, we discussed the two year provision of Section 3 of OPS 3-91.

Therefore, it is agreed:

The agreement OPS 3-91 is hereby canceled.

Periodic instruction classes will be continued to assure that engineers have an excellent working knowledge and understanding of our operating and safety rules. This of course, is directly applicable to a safe railroad operation. Given that both parties recognize the importance of these instructional classes and safety classes, it is agreed that when an engineer is required to attend such periodic instruction classes such engineer will be made "whole" for earnings lost as a result of attending the class. If an engineer is required to attend such classes without loss of time from the engineer's regular assignment, the engineer will be compensated a minimum of a basic day's pay at the rate of the last service performed for each calendar day the engineer is required to attend class.

Such periodic instruction classes will not affect an engineer's certification as defined in 49CFR Part 240 or employment status.

This agreement is not intended to apply to secondary safety meetings, safety committee participation or similar activities; or to any other safety, instructional or information activities which are conducted immediately before, during or immediately after an engineer's tour of duty.

This agreement will become effective on 24th day of APRIL, 1997.

FOR: THE BURLINGTON NORTHERN AND FOR: BROTHERHOOD OF
SANTA FE RAILWAY COMPANY LOCOMOTIVE ENGINEERS

Daniel J. Kozak D. L. McPherson

A.G. Morrison

T.R. Murphy