

MEMORANDUM OF AGREEMENT

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY Co.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. The purpose of this agreement is to address meal periods requirements and payments for employees working in the consolidated Kansas City Terminal.

IT IS AGREED:

(a) Yard engineers will be provided suitable lunchroom facilities.

(b) Yard engineers will be allowed twenty (20) minutes for the first meal period, between 4 - ½ and 6 hours after starting work, without deduction in pay. When yard engineers are not granted meal period within the hours specified in this Rule, the following will apply:

When the first meal period is not completed by the sixth (6) hour, the yard engineer will be allowed twenty (20) minutes, at the overtime rate, in addition to all other earnings for that tour of duty.

When the first meal period is not completed by the eighth (8) hours, the engineer will be allowed an additional twenty (20) minutes, at the overtime rate, in addition to all other earnings for that tour of duty.

(c) Yard engineers will be allowed twenty (20) minutes for their second meal period, between 10 hours and 30 minutes and 11 hours and 40 minutes after starting work, without deduction in pay. When yard engineers are not granted meal period within the hours specified by this Rule, the following will apply:

When the second meal period is not completed by eleven (11) hours and forty (40) minutes, the yard engineer will be allowed forty

Brotherhood of Locomotive Engineers

GENERAL COMMITTEE OF ADJUSTMENT
BURLINGTON NORTHERN RAILROAD COMPANY

T.R. MURPHY
GENERAL CHAIRMAN

3433 S. CAMPBELL, SUITE O
SPRINGFIELD, MISSOURI
65807

November 16, 2000

Mr. R. C. Gibbons
BLE Local Chairman, Div. 502
10315 N Main Street
Kansas City, MO 64155

Dear Sir & Brother:

Enclosed is a copy of an agreement I received yesterday between the former ATSF GCA and the company regarding yard meal periods for yard engineers in Kansas City. This agreement was negotiated and implemented without this Committee's knowledge or consent. I have not been able to reach the company officer who signed the agreement, Mr. Bell, to determine whether or not in his opinion this agreement would cover all engineers working yard service in Kansas City. I will advise you as soon as I am able to contact Mr. Bell.

Another question raised in this regard is whether or not under BLE law the former ATSF GCA has the authority to enter into agreements that effect engineers in this Committee without the participation or consent of its members, especially since Kansas City is a consolidated terminal with an implementing agreement signed by three BLE Committees. I intend on questioning the President concerning this matter. I will advise of his response.

Please do not hesitate to contact me with any questions concerning this matter.

Fraternally yours,



T. R. Murphy
General Chairman

TRM/jv

enclosure