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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 - 1/2 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. *6.25 miles*

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. *6.25 miles*

(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

(40) minutes, at the overtime rate, in addition to all other earnings for *12.5 miles* that tour of duty.

(d) It is understood that, if requested, yard engineers have the right at some time during their shift to actually take their first and/or second meal period. The Carrier has the right to place yard engineers into meal periods, on time, with no additional payment.

(e) Yard engineers that double through two shifts will be allowed a reasonable time to eat before starting the second shift.

Signed and accepted at *[Signature]* this 10 day of *[Month]*, 2000

for BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

for THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.

[Signature]
General Chairman

[Signature]
General Director - Labor Relations