

MEMORANDUM OF AGREEMENT
Between The
BROTHERHOOD OF LOCOMOTIVE ENGINEER & TRAINMEN
And The
BNSF RAILWAY COMPANY

Shuttle assignments may be established at Alliance, Texas to service the GE Locomotive Facility, and to perform testing of the locomotives and to shuttle trains in and around Alliance Terminal. These shuttle assignments will work pursuant to the following conditions.

1. The crew will be provided instructions/guidelines by the Division which describes the roles and responsibilities of the position when being utilized by the GE facility.
 - 1.1 The crew will follow the directions of the GE technicians aboard the locomotive in regards to how the locomotives will be operated, but the crew will be required to comply with BNSF rules and responsibilities while operating on or during the testing of GE locomotives while on BNSF track. Questions concerning operating procedure should be directed to the appropriate BNSF supervisor.
2. The basic daily rate shall be set at \$275.08, subject to future general wage increases and COLA, with overtime paid on a minute basis for all time in excess of eight (8) hours.
3. The territorial limits of this assignment include the area within the Alliance terminal complex, including all railroad and yard locations, and the road territory north to MP 411.3 to Gainesville and south to Saginaw MP 353.
4. The so-called "calling times" and "on duty time" will be flexible and set based on GE's production schedule.
 - 4.1 Extra Shuttles may be used.
 - 4.2 The agreement provision requiring that a position be advertised and assigned after having been worked extra more than four consecutive calendar days is waived. Instead, the parties agree to determine the conditions under which an additional assignment must be advertised and assigned. In the event the Local Chairman and the General Manager (or designee) cannot agree upon the appropriate conditions, the matter shall be referred to the system Labor Relations Office and the General Chairman

- 4.3 The crew will go on duty at Alliance yard and will be transported to the GE facility.
- 4.4 The crew will be provided a cabinet/locker in the GE ready room. This may be a shared cabinet/locker for the entire crew.
5. In lieu of a meal period the engineer shall receive payment of twelve (12) miles.
6. One or more engineers may be called/assigned to work on the same crew.
7. When the crew is not being utilized by the GE facility they may be used in traditional shuttle service. When this occurs, one of the engineers may be allowed to leave work early. The senior assigned engineer on the crew, in conjunction with BNSF management, will decide who will remain on duty to work the available assignments and who will be released from duty (if any).

Shuttle assignments may:

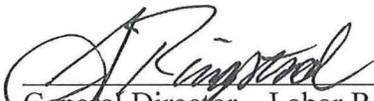
- 7.1 Herd power, including making air hose couplings between the engine and train, and MU'ing the consist.
- 7.2. Set out bad orders from made up trains and/or blocks of cars.
- 7.3. Shuttle trains between (and within) the expanded Fort Worth consolidated terminal and secure the train
- 7.4 Perform interchange.
- 7.5 Perform helper service, i.e., shove trains.
- 7.6 Assist in or perform initial terminal inspection and air test.
- 7.7 Perform Hours of Service Relief for any train within the defined limits.
8. Vacations in this service shall be paid at 1/52 of the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) basic day's pay at the rate of the last service rendered.
9. The Shuttle assignment shall be assigned for no less than five (5) days.
 - 9.1. If there is a need for work on the sixth day, or for an extra shuttle, it will be called off the road extra board, followed by the order of call in the former ATSF N/S Division schedule agreement.

10. Personal leave days shall be paid at the basic daily rate of this Shuttle assignment.
11. The Holiday Rule will apply to the Shuttle assignment.
12. Except as specifically modified herein all other rules, agreements, understandings and practices remain in full force and effect.
13. The parties have entered into this agreement as part of their continued effort to work together to succeed in the competitive transportation marketplace. This agreement will be interpreted to accomplish that goal and shall have no application, precedential value or persuasive force in any setting, including failure of ratification.
14. This Agreement is subject to automatic cancellation by the service of a 30 day notice by either party upon the other, with the understanding and commitment that the parties will meet to address, and, if possible, resolve the issue(s) giving rise to the service of the cancellation notice.

Signed and effective this 6 day of December, 2012.

For the BNSF Railway Company:

For the Brotherhood of Locomotive
Engineers and Trainmen



General Director – Labor Relations



General Chairman



Director – Labor Relations



Rachel Arguijo Taylor
Director
Labor Relations

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Mr. Alan Holdcraft
General Chairman, BLET
101 N. Beverly
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BLET GE Shuttle Agreement Side Letter No. 1

Dear Mr. Holdcraft,

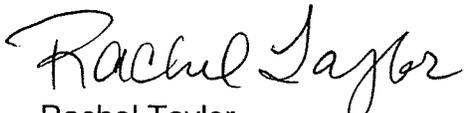
It is understood that the selection of these positions will be assigned from two rosters the C401 roster and the G401 roster. This process will repeat as additional positions are needed.

Positions on the "GE Shuttles" will be allocated on the following basis:

*C401 - Position 1,3,5 and so on.
G401 - Position 2,4,6 and so on.*

This Side Letter is subject to automatic cancellation by the service of a fifteen (15) day notice by either part upon the other.

Sincerely,


Rachel Taylor

Accepted:


Alan Holdcraft BLET General Chairman