

MEMORANDUM OF AGREEMENT
Between The
BNSF RAILWAY COMPANY
And The
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
AND TRAINMEN

Due to increased business and the need to operate traffic over the UP between El Paso, TX and Vaughn, NM, the parties agree to the following conditions:

1. The El Paso, TX to Belen, N.M. pool will be modified to also protect service between El Paso, TX and Vaughn, NM.
2. Upon arrival at Vaughn (from El Paso), the engineer will be deadheaded to Belen for rest. No other service will be performed. The parties understand that service over the UP may be operated bi-directionally, so an AFHT crew at Belen may be used for service over the UP back to El Paso.
3. For this service, El Paso-Vaughn-Belen, the engineer will be paid as follows:
 - a. The El Paso to Belen trip rate, and
 - b. An additional seven miles (this reflects the additional mileage between El Paso and Vaughn, as compared to El Paso to Belen) Lordsburg sub MP 1294.9 – MP 1297.9 (three miles) and Carrizozo sub MP 968.6 – MP 739.6 (229 miles), and
 - c. An additional 109 miles for the deadhead from Vaughn to Belen.
 - d. The parties may develop a trip rate that includes these additional miles. Until then, the crew will claim a code MS (unless otherwise directed by Comp Systems) for the actual additional miles run (up to 116 miles).
4. Engineers will not tie-up more than once while away from home without an intervening tie-up at the home terminal of El Paso unless called for turnaround service on the El Paso subdivision.

5. The parties agree that business changes could be cause to revisit this agreement and make amendments as necessary.
6. This agreement may be cancelled by serving a 30-day cancellation notice, in writing, one party upon the other.

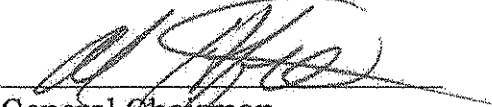
This Agreement is signed and effective December 20, 2012.

For the BNSF Railway:

For the Brotherhood of
Locomotive Engineers and
Trainmen:



General Director Labor Relations



General Chairman