

WATSON Shuttle

MEMORANDUM OF AGREEMENT
Between The
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND
TRAINMEN
And The
BURLINGTON NORTHERN AND SANTA FE RAILWAY
COMPANY

1. A yard job (Watson Shuttle) may be established at Watson, California. The rate of pay shall be \$210.00 per day with overtime paid on a minute basis at the 3/16 rate of the prescribed daily rate.
 - 1.1 The rate provided herein shall be subject to future general wage increases and COLA adjustments.

2. Payments and penalties associated with meal periods shall not be applicable to these Shuttle positions.
 - 2.1 Shuttle Engineers shall be afforded an uninterrupted meal period of not less than twenty (20) minutes prior to the completion of ten (10) hours on duty. The Shuttle Engineer should also arrange to bring a lunch to eat due to the expansive terminal operation at the ports. If the Shuttle Engineer does not get to lunch prior to (10) hours on duty then a 56 mile penalty shall be due. The Shuttle Engineer shall be responsible to arrange for the twenty (20) minute period provided for herein at a convenient time prior to the expiration of the ten (10) hour period, consistent with the requirements of the

service. The additional payment contemplated under this Section shall only be due when the Shuttle Engineer can affirmatively show that it was impossible to arrange for an uninterrupted period of twenty (20) minutes prior to the expiration of ten (10) hours.

3. Shuttle engineers may, without any additional compensation:

3.1 Shuttle trains between the expanded Los Angeles terminal and (including) Esperanza.

3.2 Perform any work in connection with the train being handled including, but not limited to, any necessary work associated with making the train road-ready, e.g., switching out bad orders, repositioning hazardous material, performing air tests, handling locomotive power, coupling air hoses, " MU ing locomotives, receiving or delivering trains on the minimum number of tracks, pick-ups, set-outs, etc.

4. Watson Shuttle positions shall not be required to perform general yard switching. The intent of the parties is that these positions will perform the work necessary to put trains together and put trains away.

4.1 In the event there is a dispute regarding the nature of the work assigned to these positions, the Local Chairman shall meet with the Division General Manager to resolve the issue. In the event the issue cannot be resolved on the Division the matter shall be

referred to the General Chairman for handling with the Vice President of Operations South and BNSF System Labor Relations.

5. Watson Shuttle Engineers positions shall have an assigned starting time that may be outside the starting time parameters established under Rule 15 (h), (j) or (k) of the Coastlines Agreement.
6. An extra board established at Watson shall protect temporary vacancies on assignments and extra jobs.
7. Employees working in the interdivisional service pool between Los Angeles and Barstow may be required to report for service at Watson.
8. Interdivisional service employees reporting for duty at Watson pursuant to the provisions of this agreement shall, upon return, be relieved from duty at Watson.
 - 8.1 The provisions of this Section may be satisfied by either having the individual work a train to Watson or BNSF providing suitable transportation between where the train was delivered and Watson.
9. Interdivisional service employees reporting for duty at Hobart and who are called on the return trip for a train destined to Watson or the ports shall, upon return, be relieved from duty at Hobart.
 - 9.1 The provisions of this Section may be satisfied by BNSF providing suitable transportation between where the train was delivered and Hobart.

10. Interdivisional service employees performing service in either direction between Watson and Barstow shall receive a trip rate of \$248.15, with overtime commencing after 9 hours and 19 minutes on duty.
11. Interdivisional service employees performing service in either direction between Hobart and Barstow shall receive a trip rate of \$235.25, with overtime commencing after 9 hours and 19 minutes on duty.
12. Except as provided herein, all other Rules, practices and interpretations governing applicable to Coast Lines Engineers remain in effect.
13. This Agreement is subject to automatic cancellation by the service of a 15-day notice of intent to cancel by either party upon the other party.
 - 13.1 The parties recognize that there are good reasons for the establishment of the positions provided pursuant to the terms of this agreement as well as the modification to the Los Angeles / Barstow interdivisional service pool. In the event either party serves a cancellation notice the parties commit to meet during the 15-day period in an effort to resolve any issues that led to the service of the notice.

Signed this _____ day of _____, 2005 and effective the _____ day of _____, 2005.

FOR THE
 BURLINGTON NORTHERN AND
 SANTA FE RAILWAY COMPANY:

FOR THE
 BROTHERHOOD OF
 LOCOMOTIVE ENGINEERS

AND TRAINMEN:

General Manager

Local Chairman

APPROVED:

APPROVED:

Vice President Operations South

General Chairman

General Director Labor Relations