

MEMORANDUM OF AGREEMENT

Between The

BNSF RAILWAY COMPANY

And The

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

AND TRAINMEN

Part A: As part of this Agreement, BNSF shall withdraw its Article IX Notice dated September 17, 2010.

Part B: Bakersfield Pool and Extra Board

1. Bakersfield Pool

- a. The freight pool will be regulated between 3,840 and 4,560 miles. The BLET local chairman and local management may agree to regulate the pools as close to 4200 miles as possible. Mileage will be checked at 7-day intervals with a 10-day checking period; however, the parties may also apply a "look forward" and factor anticipated layoffs, rest cycles, etc. into the regulation decision.
- b. If the BLET local chairman and local management are unable to agree to regulate as close to 4200 miles as possible, the General Chairman will discuss the issue with the General Director of Labor Relations.
- c. When an engineer assigned to this pool has any type of a layoff (e.g., layoff personal, layoff sick, missed call, personal leave day, etc.), the vacancy will be filled by the extra board. Further, Rule 23 of the Coast Lines Schedule Agreement is modified so that when an engineer returns from any type of layoff, the engineer will be immediately placed to the bottom of the pool freight board.

2. Bakersfield Extra Board

- a. Pre-approved unavailability shall be offset consistent with Article 15 of the 1996 MOA for each 24-hour period, or portion thereof.
 - i. Unavailability that occurs on Monday, Tuesday, Wednesday or Thursday shall be offset for each 24-hour period, or portion thereof.
 - i. Unavailability that is not pre-approved that occurs any time during a Friday, Saturday or Sunday shall forfeit the guarantee for that payroll period. However, a request for layoff personal, personal leave day or single day of vacation that is not considered "pre-approved", but is within the threshold established by the Division and automatically approved (by the layoff system), will not automatically result in forfeiture of guarantee for that payroll period.
 - ii. More than two unpaid unavailability events during a payroll period shall forfeit guarantee for that payroll period.
- b. Engineers exercising displacement rights or force assigned to this guaranteed extra board must be rested and available for service for a minimum of four hours to be eligible for guarantee for any particular day.

3. This Part B may be cancelled with an automatic reversion to Part C subject to the following conditions:

- a. 1) Documented train delay related to engineer unavailability at Bakersfield or Barstow, when 2) engineer availability is less than 70% at Bakersfield, and 3) the train delay was not caused by a service interruption.
- b. This Part B may be cancelled by the service of a 180-day notice by either party upon the other, with the requirement that the parties will meet to address, and, if possible, resolve the issue(s) giving rise to the service of the cancellation notice.

Part C: Bakersfield Extra Board with No Pool

1. All unassigned pool freight service between Bakersfield and Barstow, California, shall be protected by the Bakersfield Extra Board.
 - a. Pre-approved unavailability shall be offset consistent with Article 15 of the 1996 MOA for each 24-hour period, or portion thereof.
 - i. Unavailability that occurs on Monday, Tuesday, Wednesday or Thursday shall be offset for each 24-hour period, or portion thereof.
 - ii. Unavailability that is not pre-approved that occurs any time during a Friday, Saturday or Sunday shall forfeit the guarantee for that payroll period. However, a request for layoff personal, personal leave day or single day of vacation that is not considered "pre-approved", but is within the threshold established by the Division and automatically approved (by the layoff system), will not automatically result in forfeiture of guarantee for that payroll period.
 - iii. More than two unpaid unavailability events during a payroll period shall forfeit guarantee for that payroll period.
 - b. BNSF shall regulate the extra board to provide for a minimum average of 20 to 24 hours between trips at the home terminal.
 - i. The appropriate representative of the BLET shall have the right to challenge the regulation and the parties shall cooperate to resolve the issue.
 - c. The extra board should not be regulated more than one time per week, unless there is a significant disruption or change in traffic volumes warranting additional regulation. And regulation beyond the one per week shall be accomplished pursuant to cooperation of the parties.
 - d. Engineers exercising displacement rights or force assigned to this guaranteed extra board must be rested and available for service for a minimum of four hours to be eligible for guarantee for any particular day.

2. This Part C may be cancelled with an automatic reversion to Part B subject to the following conditions:

- a. This Part C may be cancelled by the service of a 180-day notice by either party upon the other, with the requirement that the parties will meet to address, and, if possible, resolve the issue(s) giving rise to the service of the cancellation notice.

Part D: Except as modified above, all other agreements, understandings and practices remain unchanged.

Signed at Fort Worth, TX December 5, 2013.

For the BNSF Railway:



General Director Labor Relations

For the Brotherhood of
Locomotive Engineers and
Trainmen:



General Chairman