

MEMORANDUM OF AGREEMENT

between

BNSF RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

In an effort to expedite movement through BNSF's Belen New Mexico Yard, the parties agree to the following:

- A. Engineer's operating trains North, South or West of Belen may receive or deliver their train on the Clovis subdivision up to and including milepost 879.11.
 - a. When an engineer is instructed to receive or deliver his train outside of the general switching limits at Belen (East limit is currently MP 888.0) he will be paid the additional time or miles run, whichever is greater, with a minimum of one hour pay.
 - b. Engineer's will submit a claim under CA Code MS for this additional pay (or otherwise directed by TY&E Compensation Systems)
 - c. This claim is payable to pre and post 1985 employees.

- B. Engineer's operating trains East, North or West of Belen may receive or leave their train on the El Paso subdivision up to and including milepost 939.6
 - a. When an engineer is instructed to receive or deliver his train outside of the general switching limits at Belen (South limit is currently MP 934.4) he will be paid the additional time or miles run, whichever is greater, with a minimum of one hour pay.
 - b. Engineer's will submit a claim under CA Code MS for this additional pay (or otherwise directed by TY&E Compensation Systems)
 - c. This claim is payable to pre and post 1985 employees.


This understanding, except as specifically stated herein, will not serve to modify, amend, nor otherwise supersede any applicable schedule rule or agreement and will become effective on

_____, 2012, and will remain in effect subject to cancellation under the provisions of the Railway Labor Act, superseding any provisions of previous agreements to the contrary.

BNSF Railway Company

Brotherhood of Locomotive Engineers and
Trainmen

Jason Ringstad
General Director Labor Relations



Alan Holdcraft
General Chairman