

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

IT IS AGREED:

1. The switching limits at Stockton, California are extended as follows.
 - 1.1 East on the Stockton Subdivision to Milepost 1088.
 - 1.2 West on the Stockton Subdivision to Milepost 1128.
2. Yard assignments within the expanded terminal may be established at Stockton and/or Riverbank.
3. The existing Stockton extra board that currently protects vacancies on yard positions at Stockton as well as vacancies and service south of Stockton shall remain at Stockton. The existing extra board at Stockton that currently protects vacancies north of Stockton shall be moved to Riverbank and shall continue to protect those vacancies north of Stockton, as well as yard vacancies on assignments established at the Riverbank on-duty location.
 - 3.1 Existing agreement provisions contained in the applicable Coast Lines Yard Schedule shall apply independently at both the Stockton and Riverbank on-duty locations.
 - 3.2 The Stockton extra board may be used to supplement an exhausted Riverbank extra board.
 - 3.2.1 When the Stockton extra board is used to supplement the Riverbank extra board, the extra employee shall report for duty at Stockton sufficiently in advance of the starting time of the yard assignment so that BNSF provided transportation will be able to transport the individual to Riverbank so as to be available at the starting time of the assignment. Alternatively, the employee may elect to provide his or her own transportation to Riverbank and shall receive mileage reimbursement at the current rate

for the highway miles between Stockton and Riverbank and return.

3.2.1.1 When an employee is used to “supplement” as provided above, those earnings shall not offset extra board guarantee, although they shall offset guarantee provided pursuant to any “protective conditions.”

3.3 The Riverbank extra board may be used to supplement an exhausted Stockton extra board.

3.3.1 When the Riverbank extra board is used to supplement the Stockton extra board, the extra employee shall report for duty at Riverbank sufficiently in advance of the starting time of the yard assignment so that BNSF provided transportation will be able to transport the individual to Stockton so as to be available at the starting time of the assignment. Alternatively, the employee may elect to provide his or her own transportation to Stockton and shall receive mileage reimbursement at the current rate for the highway miles between Riverbank and Stockton and return.

3.4 In the event that both extra boards are exhausted, vacancies at Stockton may be filled pursuant to canvassing employees at Riverbank, and vacancies at Riverbank may be filled pursuant to canvassing employees at Stockton.

Signed this _____ day of _____, 2006 and effective on the _____ day of _____, 2006.

FOR THE BNSF
RAILWAY COMPANY:

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS AND
TRAINMEN:

General Director Labor Relations

General Chairman