

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

Pursuant to Carrier's Notice dated September 2, 2004, interdivisional service may be established between Fort Worth and Temple, Texas to handle identified trains between these terminals under the following conditions.

1. A pool of engineers shall be established and maintained at each home terminal, pursuant to current schedule rules, sufficient to crew the identified service between Fort Worth and Temple. At each terminal a crew board having a "primary" and "secondary" list shall be maintained that shall operate in the manner described below:
 - 1.1 The primary list at each terminal shall be the list from which engineers shall be called, in turn, to work or deadhead to the other terminal (except as provided in Sections 3 and 4 hereof).
 - 1.2 The secondary list shall be a list of engineers at its home terminal but who have not advanced to the primary list.
 - 1.3 Each engineer arriving at the home terminal shall be placed to the bottom of the secondary list except when it is entitled to "restoration of turn."
 - 1.4 Except when an engineer arrives "out of turn," each engineer arriving at the away-from-home terminal shall be placed on the bottom of the primary list even though this will result in exceeding the "quota" established under the provisions of Section 1.5 below.
 - 1.5 The number of home terminal engineers (i.e., "quota") that shall normally be on the secondary lists at Fort Worth and Temple shall be initially determined and later changed (from time to time as service requirements and crew availability change) by the designated Carrier Officer (Crew Planner), after conferring with the involved BLET Local Chairman, with immediate notification being given to all involved BLET Local Chairmen. This quota may be different at each terminal.

- 1.6 The number of engineers (i.e., "quota") on the primary list shall be the difference between the number of engineers assigned to that home terminal and the total number of home terminal engineers on the secondary list.
- 1.7 When an engineer arrives at the home terminal and adding the engineer to the secondary list causes that list to exceed its current quota, the first-out engineer on the secondary list shall be immediately moved to the bottom of the primary list. If an engineer arrives at the home terminal "out of turn," the engineer shall be marked up in accordance with Section 1.3 as soon as the proper order of markup can be determined.
- 1.8 It is understood that if the designated Carrier Officer (Crew Planner) fails to maintain the proper equalization of work under this Section, upon demand of the designated Local Chairman, the proper adjustment shall be made in order to assure that this Agreement is properly applied.

EXAMPLES:

- E-1 At Fort Worth there are ten long pool engineers assigned. The quota for the secondary list is six at that time and the quota for the primary list is therefore four. A Fort Worth engineer arrives at a time when there are already six engineers on the secondary list. The first-out engineer on the secondary list shall be immediately moved (i.e., marked up) to the bottom of the primary list since if this were not done, there would have been seven engineers on the secondary list (which would have exceeded the secondary list's quota).
- E-2 At Fort Worth, the primary list stands as follows at the time a decision is made to deadhead a Temple engineer to the home terminal "out of turn" (in order to reduce the number of away-from-home-terminal engineers):

- 1. Fort Worth Pool #4
- 2. Fort Worth Pool #5
- 3. Temple Pool #7
- 4. Temple Pool #8
- 5. Fort Worth Pool #6
- 6. Temple Pool #4

Temple Pool #7 is called to "deadhead out of turn." It is understood that the term "deadhead out of turn" in this instance refers to out of turn in relation only to engineers with the same home terminal at the away-from-home terminal.

E-3 At Temple, the primary list stands as follows at the time a decision is made to deadhead a Fort Worth engineer (for the same reason as Example No. 2):

1. Fort Worth Pool #2
2. Temple Pool #4
3. Temple Pool #5
4. Fort Worth Pool #3

Fort Worth Pool #3 is then called to "deadhead out of turn" on the train on which Fort Worth Pool #2 is the working crew. This "deadheading out of turn" pre-empts the usual "first crew deadheads - second crew works" principle.

2. The mileage on this interdivisional district service shall be regulated to approximate 50% of the work to Cleburne engineers and 50% of the work to Temple engineers.
 - 2.1 In order to be eligible to claim prior-rights to a turn in this pool or any other benefits provided pursuant to the terms of this agreement, the engineer must have an engine-service seniority date established on or before September 2, 2004 and hold a position on the so-called "prior rights" district on that date.
 - 2.2 It shall be the responsibility of the Brotherhood of Locomotive Engineers and Trainmen to advise the appropriate BNSF supervisor regarding the appropriate equity distribution and prior-right turn designations.
3. Crew Management
 - 3.1 Except as otherwise provided in this Agreement, long pool engineers shall be called on a first-in, first-out basis from the primary list at each terminal, provided the first-out engineer has had sufficient rest under the Hours of Service Law. If possible and when no other trains would be delayed thereby, the Carrier may delay the first-out engineer's call so that he may obtain sufficient rest and depart in proper standing (with timely notation to the proper crew board, line-ups, and the V.R.U. system). If the first-out engineer is not rested, the next following engineer that has sufficient rest shall be called. If there are no rested engineers on

the primary list, the first-out rested engineer on the secondary list shall be called, with the understanding that an employee called off the secondary list shall not be disciplined account missing or declining a call for service and shall retain his position on the secondary list. Should there be no engineer on either the primary or secondary list that is sufficiently rested, then a make-up extra crew shall be called at the home terminal to operate for one round trip under the terms of this Agreement.

- 3.2 A long pool engineer whose rotation is affected by the provisions of Sections 3 and 4 shall be restored to proper turn (i.e., original rotation) at the next terminal if possible (if this is the away-from-home terminal and the engineer is not rested in time to be restored, restoration shall be accomplished at the home terminal, and so on until rested and proper restoration of turn is accomplished), if the engineer does not tie up at the final terminal in the same order-of-standing as in effect when first called at the home terminal. Each long pool engineer arriving at either terminal shall be marked up at the bottom of the applicable list except when entitled to "restoration of turn."
- 3.3 When a long pool engineer is deadheaded out of one terminal via a mode other than a freight train, any question about being run-around by another long pool engineer with the same home terminal, or vice versa, shall be determined on the basis of proper order at the initial terminal.

4. Deadheading Out of Turn

- 4.1 Long pool engineers may be called to "deadhead out of turn" from the away-from-home terminal, at any time after arrival, regardless of their standing in relation to at home engineers and the normal pool rotation, except that engineers must be called first-in/first-out in relation to other long pool engineers with the same home terminal. Deadheads shall be timely noted on the crew board, line-ups, and the V.R.U. system. The term "any time after arrival" shall not deny engineers the right to tie-up for rest as provided under existing Agreements.
- 4.2 When two long pool engineers are to be called for the same train (one to work and one to deadhead), if one of the engineers is not rested and the other one is rested, the rested engineer shall work the train and the unrested engineer shall deadhead. (Note the exception in E-3 following Section 1.8.)

5. The district miles between Fort Worth and Temple, Texas shall be 148.
6. BNSF shall be responsible for initially designating how many trains per week are anticipated to be handled by this pool.
7. BNSF shall have the right to add or remove trains to or from those to be handled by this pool by affording the involved Local Chairmen no less than seven (7) days notice to allow for appropriate pool adjustment.
8. Except in cases of emergency, engineers in this service shall only lay-off and report for service at the home terminal only.
9. Hours of service relief:
 - 9.1 Southbound trains relieved between Fort Worth to and including Cleburne by the first out engineer standing for this interdivisional service at Fort Worth.
 - 9.2 Southbound trains relieved between Cleburne and Temple may be relieved by either the Temple extra board or the first out engineer standing for this interdivisional service at Fort Worth.
 - 9.3 Northbound trains between Temple and Cleburne by the first out engineer standing for this interdivisional service at Temple.
 - 9.4 Northbound trains at Cleburne or between Cleburne and Fort Worth may be relieved by either the Fort Worth extra board or the first out engineer standing for this interdivisional service at Temple.
10. In order to expedite the movement of interdivisional service runs, the carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.
11. All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
 - 11.1 Mileage rates of pay, as defined above, applicable to this interdivisional service shall not exceed the applicable rates as of October 31, 1985, except that wage increases applicable on or after December 1, 1995 shall apply to this mileage rate of pay.

12. When an engineer is required to report for duty or is finally relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, BNSF shall authorize and provide suitable transportation for the engineer. Suitable transportation includes BNSF owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.
13. Engineers shall be allowed a meal allowance, at the rate provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
14. Disciplinary hearings or investigations involving engineers in this interdivisional service will be held at their home terminal, except when the majority of the principals and witnesses who are to attend live at other locations.
15. Every employee adversely affected either directly or indirectly as a result of the implementation of this Agreement shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement, Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 6 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.
16. Except as specifically modified herein, all other Agreements and understandings concerning rules wages and working conditions between Temple and Fort Worth shall remain in effect.

Signed at Ft. Worth, TX on _____, 2005 and effective _____, 2005.

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.:

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS AND
TRAINMEN:

Assistant Vice President Labor Relations

General Chairman

General Director Labor Relations

APPROVED:

Vice President