

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 Oklahoma City, Oklahoma and Fort Worth, Texas to handle trains between these terminals under the following conditions.

1. An Interdivisional pool will be established at Fort Worth, Texas to operate between Fort Worth, Texas and Oklahoma City, Oklahoma. Fort Worth shall be the home terminal and Oklahoma City shall be the away from home terminal.
 - 1.1 The district miles between Fort Worth, Texas and Oklahoma City, Oklahoma shall be 195.
2. The pool shall operate on a "first-in/first-out" basis at both the home and away-from-home terminals.
3. The Brotherhood of Locomotive Engineers and Trainmen shall advise BNSF regarding the distribution of equity in this pool and equity distribution management shall be effected by allocating "prior right" turns in the pool.
 - 3.1 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.
4. Except in cases of emergency, engineers in this service shall only lay-off and report for service at Fort Worth only.
5. Hours of service relief:
 - 5.1 Southbound trains between Oklahoma City to and including Gainesville, by the first-out engineer in this service at Oklahoma City. Between Gainesville and Fort Worth the Fort Worth extra board..
 - 5.2 Northbound trains may be relieved, at BNSF's discretion, by the first-out engineer in this service at Fort Worth, or the first out rested away-from-home terminal engineer at Oklahoma City, or the Arkansas City extra board between Purcell and Oklahoma City.

6. 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.
7. 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.
 - 7.1 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.
8. 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.
9. 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.
10. 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.
11. 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.
 - 11.1 Relocation packages to Fort Worth, Texas shall be limited to the extent that the total number of afforded relocation packages shall not exceed the highest number of Gainesville/Arkansas City allocated turns in this pool and shall be applicable only in the case

of a bona fide relocation of a prior-rights engineer as defined under Section 3.1 hereof.

12. Except as specifically modified herein, all other Agreements and understandings concerning work performed between Fort Worth, Texas and Oklahoma City, Oklahoma 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