

MEMORANDUM OF AGREEMENT

Between The

BNSF RAILWAY COMPANY

And The

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND

TRAINMEN

Pursuant to Carrier's Notice dated May 14, 2012, ID Service (as that term is used in Article IX of Arbitration Award 458) involving the terminals of Beaumont, TX, Somerville, TX; Houston/Galveston, TX; and Lafayette, LA, may be established as provided herein.

1. A pool of engineers may be established and maintained at Beaumont, Texas, sufficient to cover the service between Beaumont and Houston/Galveston, and Beaumont and Lafayette, that will operate in the manner described below:
 - 1.1 Beaumont shall be the home terminal, and Houston/Galveston and Lafayette shall be the away-from-home terminals.
 - 1.2 Engineers in this service shall operate first-in/first-out at the home and each of the away-from-home terminals.
 - 1.3 Engineers in this service may be used beyond the away-from-home terminal switching limits of Lafayette, up to 25 miles, to get or deliver their train.
 - 1.3.1 When this occurs, the crew will be paid actual miles traversed, with a minimum of 25 miles, in addition to the trip rate.
2. The Beaumont-Somerville pool will remain a separate pool.
 - 2.1 Engineers in this service may be used beyond the away-from-home terminal switching limits of Somerville up to 25 miles, to get or deliver their train.
 - 2.1.1 When this occurs, the crew will be paid actual miles traversed, with a minimum of 25 miles, in addition to the trip rate.
3. The Beaumont-Houston/Galveston-Lafayette and the Beaumont-Somerville pools will augment/supplement each other without penalty.
 - 3.1 For example, if there was a need for a build-up turn, etc. in the Beaumont-Somerville pool, employees on 1) the combined extra board would be called first, followed by 2) employees on the Beaumont-Houston/Galveston-Lafayette pool. The employee called would be paid the earnings of the assignment called for (i.e., no penalty or make whole); in this instance, the Beaumont-Somerville trip rate.

- 3.2 All employees assigned to one of these road pools or extra board must protect calls for service.
- 3.3 Employees displacing to one of these pool will immediately be place last out in the pool.
- 3.4 Employees assigned to one of these pools may be called to protect service to maintain territorial qualifications.
4. Engineers in this service who lay-off, or who are for any other reason unavailable to perform service, shall take their turn with them for the duration of the unavailability period. Upon marking up, the engineer shall go last-out on the home terminal board.
5. Except in cases of emergency, engineers in this service shall lay-off and report for service at the home terminal only.
 - 5.1 Temporary vacancies at the away-from-home terminal shall not be filled. The vacant shall attach to the turn immediately ahead thereof and assume normal rotation at Beaumont.
6. For engineers ties up for rest at their away from home terminal, the held away from home terminal (HAFHT) rule is modified to provide that, once started, pay will continue until the employee is on duty for service or deadhead.
 - 6.1 Currently, the HAFHT rule provides that an employee goes on pay for eight hours after being held at the away from home terminal for 16 hours, and this cycle is repeated as long as the employee is at the away from home terminal. The rule is now modified to provide that once the employee goes on HAFHT pay (after the 16 hour grace period), the employee will remain on pay until placed on duty.
7. Engineers shall be allowed a meal allowance, at the rate currently provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
8. Engineers in this service shall receive a Code 09 meal if on duty eight (8) hours or less, or a Code 72 meal if on duty in excess of eight (8) hours, for each service trip, or combined service trip.
9. All miles run in excess of the miles encompassed in the basic day shall be paid for at the current conductor-only overmile rate. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision
10. 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.
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,

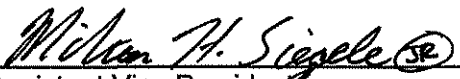
7, 8 and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement, Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 6 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

12. Any engineer required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Change of residence shall not be considered "required" if the reporting point is not more than 30 miles from the engineer's residence or former reporting point.

13. Except as specifically modified herein, all other Agreements and understandings remain in effect.

Signed at Ft. Worth, TX on November 26, 2013 and effective December 4, 2013.

FOR THE BNSF RAILWAY CO.:


Assistant Vice President
Labor Relations


General Director
Labor Relations

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS
AND TRAINMEN:


General Chairman