



Gene L. Shire
General Director
Labor Relations

BNSF Railway Company
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Mr. P.J. Williams
General Chairman BLET
101 N. Beverly Street
Crowley, TX 76036

August 21, 2006

*Certified Mail
Return Receipt Requested
No. 7001 0320 0001 5750 1558*

Dear Mr. Williams,

Pursuant to Article II, of the May 13, 1971 National Agreement notice is hereby given of BNSF's intent to extend the switching limits at Stockton, California, as follows:

- East on the Stockton Subdivision to Milepost 1085
- West on the Stockton Subdivision to Milepost 1128

I suggest that we meet in an effort to negotiate an understanding to effect the extensions commencing at 9:00 a.m. on October 4, 2006, at the Carrier facilities in San Bernardino, California. It is anticipated that the meeting will be in conjunction with the intradivisional notice served on even date and will be joint with the United Transportation Union. Please advise the undersigned regarding the number of Local Chairmen that you anticipate attending this meeting.

I will look forward to seeing you there.

Sincerely,

RECEIVED

AUG 23 2006

BLE GCAATSF

Cc: Chris Roberts Fort Worth
Mike Shircliffe San Bernardino
Mark Kirschinger San Bernardino
Mike Lee Stockton
Marka Hughes Fort Worth
Melissa Beasley Fort Worth
Rachel Arguijo Fort Worth



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CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. 7001 0320 0001 5750 1558

Dear Mr. Williams,

This will serve as Notice, as required under Article IX, Section 1, of the May 19, 1986 Award of Arbitration Board No. 458 with the Brotherhood of Locomotive Engineers to establish Intradivisional Service between Oakland, CA and Stockton CA.

Appended hereto is a proposed agreement specifying the service BNSF desires to establish, as well as the conditions that shall govern the establishment of said service.

I suggest that we meet in an effort to negotiate an understanding to effect the service commencing at 9:00 a.m. on October 4, 2006, at the Carrier facilities in San Bernardino, California. It is anticipated that the meeting will be in conjunction with the switching limit extension notice served on even date and will be joint with the United Transportation Union. Please advise the undersigned regarding the number of Local Chairmen that you anticipate attending this meeting.

Sincerely,

RECEIVED

AUG 23 2006

BLE GCAATSF

Cc: Chris Roberts
Mike Shircliff
Mark Kirschinger
Melissa Beasley
Rachel Arguijo

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

Pursuant to Carrier's Notice dated August 21, 2006, Intradivisional service may be established between Oakland, CA and Stockton, CA under the following conditions.

1. Intradivisional pool freight engineers will operate between Oakland and Stockton, with Oakland being the home terminal and Stockton the away-from-home terminal.
 - 1.1 Engineers shall initially be paid time or miles depending on the route taken, with the commitment that the parties shall endeavor to develop a trip rate for this territory in an expeditious manner.
2. The pool shall operate on a "first-in/first-out" basis at both the home and away-from-home terminals.
3. Except in cases of emergency, engineers in this service shall only lay-off and report for service at the home terminal only.
4. Temporary vacancies at the home terminal shall first be filled by the next following pool turn and the vacant turn shall attach to this working turn and retain its position in the pool at Oakland upon return.
 - 4.1 In the event the next following turn is unavailable, the vacancy shall be filled from the Richmond extra board.
5. 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 Oakland.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. Except as specifically modified herein, all other Agreements and understandings concerning work performed between Stockton and Oakland remain in effect.

Signed at Ft. Worth, TX on _____, 2006 and effective
_____, 2006

FOR THE BNSF RAILWAY CO.:

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS
AND TRAINMEN:

Assistant Vice President
Labor Relations

General Chairman