

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

Pursuant to Carrier's Notice dated August 20, 1999, and in accordance with Article IX of Award of Arbitration Board No. 458, the parties agree to establish interseniority district service between Amarillo, TX. and Clovis, N.M., via Tolk, TX., to handle traffic to/from the Southwestern Public Service Plant at Tolk, TX., subject to the following:

1. For the first 30-day period following implementation of the service, all trains handled between Tolk and Amarillo, TX., pursuant to the terms of this agreement, in either direction, shall be manned by Engineers from the Slaton unassigned service pool.
 - 1.1 The line miles Amarillo – Tolk – Slaton (including delivery of the train to the plant) is 196 miles. If the Engineer is required to participate in the unloading of the train at the Plant the line miles shall be 205.
2. Each time a train is operated between Amarillo and Tolk, in either direction, 93.4 miles shall be credited to the Hereford Subdivision.
3. The BLE Local Chairmen at Slaton and Amarillo shall determine the miles due the Hereford Subdivision for a 30-day period commencing on the effective date of this Agreement. The Local Chairmen shall agree on the number of Engineer turns in the pool to be advertised to Hereford Subdivision Engineers who shall work this pool (up to 50% of the total number of turns in the pool), in order to recover Hereford Subdivision miles operated by Plainview/Slaton Subdivision Engineers, subject to the following conditions.
 - 3.1 Hereford Engineers in this pool shall be afforded lodging at or around Slaton, as well as any other conditions associated with away-from-home terminal Engineers, subject to applicable agreement provisions.
 - 3.2 Hereford Engineers shall go first-out on their rest at Slaton, with the understanding that Hereford Engineers shall not run-around other Hereford Engineers at Slaton pursuant to the application of this Section.
 - 3.3 Plainview/Slaton Engineers shall go first-out on their rest at Amarillo, with the understanding that Plainview/Slaton Engineers shall not run-around other Plainview/Slaton Engineers at Amarillo pursuant to the application of this Section.
4. Upon determining the number of turns to be added, they shall be advertised pursuant to existing agreement provisions, except that only applications from

Hereford Subdivision Engineers will be considered and the turns shall be awarded on the fifteenth day after the advertisement is issued.

5. The Local Chairmen shall continue to monitor the number of miles being accumulated by Hereford Subdivision Engineers in this pool, as well as the additional miles being credited to the Hereford Subdivision as a result of trains being operated pursuant to the terms of this Agreement, and shall have the right, every 30-days, to adjust the number of Hereford Subdivision Engineer turns in this pool.
6. Should a turn in this pool be advertised to Hereford Subdivision Engineers and go "no-bid," the turn shall be worked by Plainview/Slaton Subdivision Engineers who will have Slaton as a home terminal.
 - 6.1 The turn shall be designated as a Hereford Subdivision turn working out of Slaton and shall be accessible to any Hereford Subdivision Engineer pursuant to the normal exercise of seniority under applicable agreement provisions and will become subject to the provisions of Section 3 of this Agreement.
7. When it is necessary to call a road crew for Hours of Service Relief out of a terminal:

Westbound Trains

<u>Location</u>	<u>Provided by</u>
Between Amarillo and Farwell, including Farwell	The Plainview/Slaton pool freight turn standing first-out At Amarillo
Between Farwell and Tolk	The extra board Engineer standing first-out at Slaton

Eastbound Trains

<u>Location</u>	<u>Provided by</u>
Between Tolk and Farwell Including Farwell	The Plainview/Slaton pool freight turn standing first-out At Slaton
Between Farwell and Amarillo	Extra board Engineer standing first out at Amarillo

8. Home Terminal Engineers on this run will be considered as having traveled the same route as other crews in this pool for the purpose of crew board placement.

9. Pool freight Engineers called for and departing the terminal in this service will be allowed the mileage terminal to terminal, except when the service is interrupted by an emergency such as flood, washout, derailment, and the Engineer is returned to the originating terminal. In that event, the Engineer will be placed first-out over all others with the same Subdivided Seniority District after securing full legal rest, being given first consideration for deadhead to the home terminal. It is further understood that payment of all district miles terminal to terminal does not apply to Engineers called for a deadhead separate from service, nor does this modify the current call and release rule.
10. All miles run in excess of the miles encompassed in the basic day shall be paid at the Interdivisional Service overmile rates as provided by existing agreements.
11. Engineers governed by the terms of this Agreement shall receive continuous held away from home terminal pay upon expiration of 16 hours after being relieved from duty at the away-from-home terminal until placed on duty for service or deadhead at the away-from-home terminal. In the event the Engineer is called to deadhead separate from service, the continuous held away from home terminal pay shall cease when transportation for the deadhead arrives at the terminal.
12. There shall be no co-mingling of work or exchanging of trains with other trains operating in other pools.
13. Engineers shall be allowed the current away-from-home terminal meal allowance after four hours at the away from home terminal and another allowance after being held an additional eight hours.
14. Engineers shall be allowed the run-through meal allowance currently provided under existing Agreements.
15. Except as specifically modified herein, nothing contained herein shall be construed as modifying, amending or superceding any provisions of agreements of schedule rules implemented between BNSF and the Brotherhood of Locomotive Engineers.

For:
THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.:

Assistant Vice President Labor Relations

For:
THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

General Chairman