

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

It is agreed that the following shall govern handling of crews working under Variable Calling agreements at Amesville / Wellington pursuant to Award 7 of Public Law Board 6190 and Award 23 of Public Law Board 6171.

1. Employees shall not be required to accept a telephone call (or any other means of notification) for service within four (4) hours of being activated.
2. Employees who are not called for service within twelve (12) hours of being activated shall be paid a basic day penalty and retain their position in the pool.
  - 2.1 Employees who receive a call for service within the twelve (12) hour period shall not be entitled to the penalty payment so long as the on-duty time does not exceed the twelve (12) hour period beyond the normal call time at the location.
3. This agreement is subject to automatic cancellation by the service of a thirty- (30) day notice, one party upon the other. Further, the parties agree to meet during said thirty- (30) day period in an effort to address those issues that caused the service of the cancellation notice.

**FOR THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY COMPANY:**

  
General Director Labor Relations

  
AVP Operations South

**FOR THE BROTHERHOOD  
OF LOCOMOTIVE ENGINEERS:**

  
General Chairman

Local Chairman