

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

Pursuant to Carrier's Notice dated November 19, 2003, interdivisional service may be established between Amarillo, Texas and Belen, New Mexico to handle identified trains between these terminals under the following conditions.

1. Interdivisional pool freight engineers will operate between Amarillo and Belen, through the terminal of Clovis, New Mexico with Amarillo being the home terminal and Belen the away-from-home terminal.
 - 1.1 The district miles between Amarillo and Belen shall be 344.
 - 1.2 Engineers in interdivisional service shall not be used to perform non-interdivisional service.
2. Turns in the pool shall be allocated on the basis of prior rights districts, i.e., 70 Clovis and 30% Amarillo. The appropriate BLE Officer shall advise BNSF regarding the number of turns to be allocated. Moving packages shall be limited to the number of turns allocated to Clovis engineers and in no case shall the total number of relocation packages exceed the highest number of turns allocated to the Clovis engineers during the time this agreement is utilized.
3. The pool shall operate on a "first-in/first-out" basis at both the home and away-from-home terminals.
4. Initially 20 trains per week in each direction (40 trains total) will be handled by this pool. BNSF shall be obligated to indicate on the line-up and VRU the trains to be handled by this pool on a daily basis.
 - 4.1 Section 20.1 of this agreement provides for relocation packages based upon Clovis engineers making a bona fide relocation to Amarillo in order to voluntarily protect the Clovis equity in this pool. Therefore, the parties do not intend or foresee that this pool will be reduced, based upon, among other things, the fact that there are currently more than 46 trains each week in each direction that could conceivably be assigned to this pool. In the unlikely event BNSF finds it necessary to reduce the pool, and as a result

thereof any former Clovis engineer is required to return to Clovis in order to work, BNSF shall provide the affected engineer with a relocation package in order to return to Clovis, provided that the engineer actually makes a bona fide return relocation.

5. BNSF shall have the right to add trains to those to be handled by this pool by affording the involved Local Chairmen no less than seven (7) days notice to allow for appropriate pool adjustment.
6. Except in cases of emergency, engineers in this service shall only lay-off and report for service at the home terminal only.
 - 6.1 Temporary vacancies due to lay-off in this pool shall be filled by shoving the pool.
7. Engineers may only exercise their foot of the board option once during any layover.
8. Hours of service relief in this service shall be performed pursuant to existing agreement provisions, i.e. Hours of Service Relief in either direction between Amarillo and Clovis is governed by exiting agreements between those two terminals and Hours of Service Relief between Clovis and Belen is to be done pursuant to the terms of the so-called "Vaughn Run Through Agreement."

This section does not preclude calling an engineer in this service out of either terminal to combine service and deadhead to a train operating between Amarillo and Belen, in either direction, with the understanding that engineers shall not, except in case of bona fide emergency, be required to return to the initial terminal.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. Engineers in this service may advance their vacations so as to coincide with layover days at the home terminal as well as mark-up during the last 24-hour calendar day of the vacation in order to avoid missing a trip in unassigned pool freight service.
15. Engineers holding a turn in this unassigned pool freight service may mark-up during the final 24-hour period of vacation in order to avoid missing a round trip.
16. Engineers may not trade trains with trains moving in the opposite direction, nor may they trade trains operated pursuant to the "Vaughn" (Clovis to Belen) ID Agreement or Amarillo/Clovis pool freight crews.
 - 16.1 When an engineer is required to trade trains within this service that are operating in the same direction, the engineer shall be paid one (1) hour at the basic through freight rate in addition to all other earnings for the trip.
17. When an engineer in this service is tied up under the Hours of Service Law or required to give up a train, the engineer shall be promptly deadheaded to the destination terminal.
18. It is not intended that engineers in this service will be required to perform local freight work such as station, plan and industrial switching.
 - 18.1 If, however, such service is required, the engineer shall receive actual time consumed with a minimum of thirty minutes (30") at the pro rata rate, for each point, in addition to all other earnings for the day or trip.
 - 18.1.1 Spotting of cars at a particular location on a designated track or making other than a straight set-out and/or pick-up shall be considered station or industrial switching.
 - 18.2 Payments made pursuant to this Section 22 are duplicate time payments as contemplated by the 1986 Award of Arbitration Board No. 458.

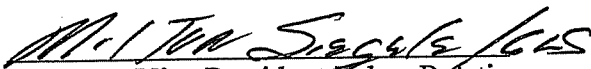
19. Engineers at Belen will be placed under pay at the hourly rate of the last service performed after sixteen (16) hours off duty. Such pay will continue until placed on duty and under pay regardless of whether working or deadheading.

20. 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.
 - 20.1 Relocation packages to Clovis engineers shall be limited to the extent that the total number of afforded relocation packages shall not exceed the highest number of Clovis allocated turns in this pool and shall be applicable only in the case of a bona fide relocation.

21. Except as specifically modified herein, all other Agreements and understandings concerning work performed between Belen and Amarillo remain in effect.

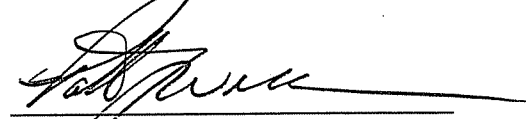
Signed at Ft. Worth, TX on July 15, 200~~4~~⁵ and effective July 15, 200~~4~~⁵

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.:

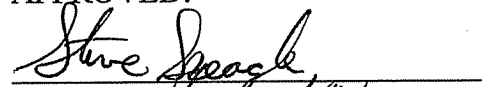

Assistant Vice President Labor Relations


General Director Labor Relations

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:


General Chairman

APPROVED:


Vice President