

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

BNSF may, at its sole discretion, establish Workforce Retention (WR) lists which, when so established, will operate as follows:

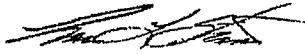
1. The number and duration of positions on any WR list shall be determined solely by BNSF.
 - 1.1 A WR list may be established, at BNSF's sole discretion, at any location where an extra board is maintained.
2. Once established, the positions shall be advertised pursuant to the terms of the applicable agreement and awarded to applicants in seniority order, subject to the eligibility requirements described by Paragraph 3.
3. In order to be eligible to obtain a position on the WR list the employee must:
 - 3.1 Be a "primary recall" employee at the location where the list is being established.
 - 3.2 For employees not subject to "primary recall," that employee must have been working at that location for not less than thirty days prior to the date that the list is advertised.
4. Once awarded a position on the WR list, the individual shall not be subject to displacement by any senior employee and shall be considered as being on a paid leave of absence.
5. Employees holding positions on the WR list for an entire payroll period list shall be guaranteed \$1,000 for that payroll period. Any employee who does not hold a position on the WR list for the entire payroll period shall have the amount reduced by 1/15 or 1/16 for each calendar day, or portion thereof, that such employee is not on the list.

- 5.1 Each day on the List will be counted as a qualifying day for personal leave day purposes.
- 5.2 Each day on the List will count toward vacation qualification for the following year, but without the benefit of the 1.3 or 1.6 multiplier.
- 6. Employees on the WR list shall, without any additional compensation:
 - 6.1 Maintain any currently required certification, familiarization and/or qualification status.
 - 6.2 Satisfy any obligation to take any physical and/or rules examination due during the calendar year.
- 7. Employees on the WR list are not subject to call for service.
- 8. Employees on the WR list are active employees for health and welfare benefit purposes and shall be covered by these benefits while on the WR List.
- 9. Employees on the WR list who reach their scheduled vacation time shall automatically be placed on vacation and paid pursuant to the vacation agreement conditions.
- 10. Employees may bid off of the list after having been on the list for a minimum of 30-days or, for some territories, at the next "board change" after having been on the list for a minimum of 30-days.
- 11. Employees on the WR list are subject to a 48-hour recall to regular service. Employees shall be recalled in reverse seniority order unless a senior employee has made a request to be released, in which case the request(s) will be honored in seniority order.
- 12. This agreement is subject to automatic cancellation by the service of a thirty day notice of intent to cancel by either party upon the other party.

Signed and effective on the 20th day of January, 2007.

For BNSF Railway:

For Brotherhood of
Locomotive Engineers and
Trainmen:



Gene L. Shire



D.R. Pierce

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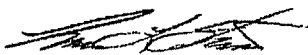
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R.C. Gibbons

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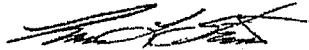
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P.J. Williams

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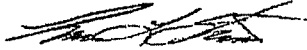
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Gene L. Shire



A.G. Morrison



Gene L. Shire
General Director
Labor Relations

BNSF Railway Company
P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Fort Worth, TX 76161-0030
817-352-1076
817-352-7482
gene.shire@BNSF.com

January 19, 2007

Side Letter #1

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

Mr. R.C. Gibbons
General Chairman BLET
P.O. Box 28066
Kansas City, MO. 64188-0066

Mr. Dennis R. Pierce
General Chairman BLET
801 Cherry Street
Suite 1010
Fort Worth, TX 76102

Mr. Austin Morrison
General Chairman BLET
7637 Canyon Drive
Amarillo, Texas 79110

Gentlemen:

Further our discussions regarding implementation of the so-called "WR Lists," it has developed that there are currently circumstances in place that, left unaddressed, could cause the agreement to function well outside of what the parties intend. The challenge is having the WR List function properly at locations where employees have already been displaced and have had to go to other locations in order to work. In light of this, we reached the following understanding.

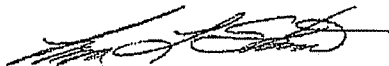
In the event an employee was displaced at the home location and found it necessary to go to another location in order to work, that employee shall not be disqualified from being eligible for the WR list at the home location. Further, that employee may bid for a position on the WR List, so long as there is a qualified and available employee at the "other" location to fill the position being vacated. Finally, we understood that the intent of this letter is to ultimately return displaced employees to a location that they legitimately call "home," in light of the spirit and intent of the WR List Agreement.

At consolidated locations where regular positions are assigned using more than one seniority roster, or prior-righted district, positions on the WR List will be awarded using the earliest engineer's seniority date to determine the senior applicant. If two or more applicants from the same district or prior righted district have the same date, their relative standing on the involved roster will

prevail. If two or more applicants from different seniority districts have the same date, oldest by date of birth will prevail.

It is further understood that when engineers are to be recalled to regular service as an engineer pursuant to Article 11, they will be given engineer displacement rights on assignments where they hold seniority within the same described territory that was given access to bid on the involved work retention list. If such displacement is to positions working under the "Permanent Bid" provisions of the former BN 700 Rule's, the involved engineers will be allowed to immediately file a new permanent bid sheet at the time that he/she is notified of the recall, and the 48 hour waiting period for the waiting period to be activated will be waived.

Sincerely,

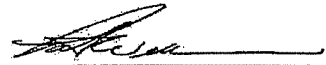


Gene L. Shire
General Director

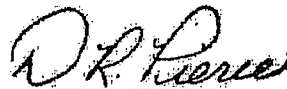
We concur,



BLET General Chairman



BLET General Chairman



BLET General Chairman



BLET General Chairman



Gene L. Shire
General Director
Labor Relations

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Work Retention Boards
Side Letter #2

P.J. Williams
General Chairman BLET
101 N. Beverly Street
Crowley, TX 76036

January 19, 2007

Dear Mr. Williams:

Further our discussions regarding implementation of the so-called "WR Lists," we also discussed what the term "location" actually means under the various core agreements. We decided that this subject is best addressed on a committee-by-committee basis. There are various terms utilized throughout the BNSF system which identify "locations" such as *source of supply*, a *zone*, a *prior-rights seniority district*, a *general zone*, or perhaps some other descriptive, depending on the applicable agreement. That being the case, we agreed that "location" would be determined as follows.

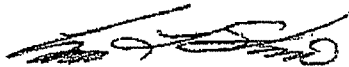
Having said that, there are several consolidated locations (terminals) that need to be addressed for the specific purpose of establishing these WR lists. Those locations are listed below along with general terms as to the application for advertising these engineer positions:

- Chicago Consolidated Terminal: To include all employees assigned within the former BN Chicago- Aurora Zone and all employees assigned within the former ATSF extended Corwith Switching Limits.
- Galesburg Consolidated Terminal: To include all employees assigned within former BN Galesburg Zone 1 or Galesburg Zone 2 and to all employees assigned within the former ATSF Zone at Galesburg.
- St. Louis Consolidated Terminal: To include all employees assigned within the former BN St. Louis Zone and all employees assigned on the former SLSF EN 22 Seniority District.

- Kansas City Consolidated Terminal: To include all employees assigned to the former BN Kansas City Zone or St. Joseph Zone, all employees assigned on the former SLSF EN 23 Seniority District and all employees assigned to the former ATSF Kansas City Zone to include Emporia, Newton and Topeka.
- Oklahoma City Consolidated Terminal: To include all employees assigned to the former EN27 and/or 264 roster(s) working within the Oklahoma City Terminal (or outlying points for which Oklahoma City is a supply point) and all employees assigned to the former ATSF 420 roster working within the Oklahoma City Terminal (or outlying points for which Oklahoma City is a supply point).
- Ft. Worth Consolidated Terminal: To include all employees assigned to the former EN32 roster working within the Ft. Worth Terminal (or outlying points for which Ft. Worth is a supply point) and all employees assigned to the former ATSF C401 roster working within the Ft. Worth Terminal (or outlying points for which Ft. Worth is a supply point) and all employees assigned to the former FWD EN 11 roster working within the Ft. Worth Terminal (or outlying points for which Ft. Worth is a supply point).
- Amarillo Consolidated Terminal: To include all employees assigned to the former ATSF 221 / 225 roster(s) working within the Amarillo Terminal (or outlying points for which Amarillo is a supply point) and all employees assigned to the FWD EN 11 roster working within the Amarillo Terminal (or outlying points for which Amarillo is a supply point).

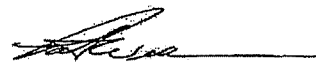
Furthermore, except for the consolidated terminals as mentioned previously, all other locations on the former ATSF territory are primarily identified by seniority districts. At some locations there are "Outside Assignments" with one or more sources of supply. These outside assignments will be included at the locations or (supply points) when determining the appropriate applicant for these assignments.

Sincerely,



Gene Shire
General Director

I concur,



Pat Williams
General Chairman



Gene L. Shire
General Director
Labor Relations

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Work Retention Boards
Side Letter #2

January 19, 2007

Mr. D. R. Pierce
General Chairman BLET
801 Cherry Street, Suite 1010 Ft.
Worth, TX 76102

Dear Mr. Pierce:

Further our discussions regarding implementation of the so-called "WR Lists," we also discussed what the term "location" actually means under the various core agreements. We decided that this subject is best addressed on a committee-by-committee basis. There are various terms utilized throughout the BNSF system which identify "locations" such as *source of supply*, a *zone*, a *prior-rights seniority district*, a *general zone*, or perhaps some other descriptive, depending on the applicable agreement. That being the case, we agreed that "location" would be determined as follows.

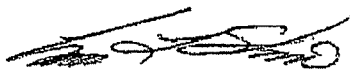
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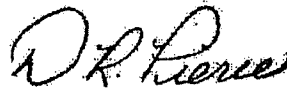
Furthermore, except for the consolidated terminals as mentioned previously, all other locations on the former BN Northlines territory will be treated as follows. When a work retention list is advertised at any location other than the consolidated locations noted above, all engineers working promoted or demoted at that locations and/or within that locations surrounding zone will be eligible to voluntarily bid to the list, seniority prevailing.

Sincerely,



Gene Shire
General Director

I concur,



Dennis Pierce
General Chairman



Gene L. Shire
General Director
Labor Relations

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Work Retention Boards
Side Letter #2

January 19, 2007

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General Chairman
BLET 7637 Canyon Drive
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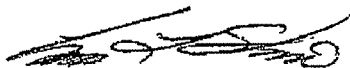
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Furthermore, except for the consolidated terminals as mentioned previously, all other locations on the former FWD, JTD, 85 CS territories are primarily identified by seniority districts. At some locations there are attached "outlying points" with one source of supply. These outlying points will be included at the location (or supply point) when determining the appropriate applicant for these assignments.

Sincerely,



Gene Shire
General Director

I concur,



Austin Morrison
General Chairman



Gene L. Shire
General Director
Labor Relations

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- Kansas City Consolidated Terminal: To include all employees assigned to the former BN Kansas City Zone or St. Joseph Zone, all employees assigned on the former SLSF EN 23 Seniority District and all employees assigned to the former ATSF Kansas City Zone to include Emporia, Newton and Topeka.
- Oklahoma City Consolidated Terminal: To include all employees assigned to the former EN27 and/or 264 roster(s) working within the Oklahoma City Terminal (or outlying points for which Oklahoma City is a supply point) and all employees assigned to the former ATSF 420 roster working within the Oklahoma City Terminal (or outlying points for which Oklahoma City is a supply point).
- Ft. Worth Consolidated Terminal: To include all employees assigned to the former EN32 roster working within the Ft. Worth Terminal (or outlying points for which Ft. Worth is a supply point) and all employees assigned to the former ATSF C401 roster working within the Ft. Worth Terminal (or outlying points for which Ft. Worth is a supply point) and all employees assigned to the former FWD EN 11 roster working within the Ft. Worth Terminal (or outlying points for which Ft. Worth is a supply point).
- Amarillo Consolidated Terminal: To include all employees assigned to the former ATSF 221 / 225 roster(s) working within the Amarillo Terminal (or outlying points for which Amarillo is a supply point) and all employees assigned to the FWD EN 11 roster working within the Amarillo Terminal (or outlying points for which Amarillo is a supply point).

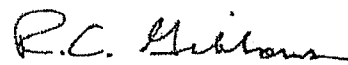
Furthermore, except for the consolidated terminals as mentioned previously, all other locations on the former SLSF territory are primarily identified by seniority districts. At some locations there are attached "outlying points" with one source of supply. These outlying points or *outpost positions* will be included at the location (or supply point) when determining the appropriate applicant for these assignments.

Sincerely,



Gene Shire
General Director

I concur,



Rick Gibbons
General Chairman



Gene L. Shire
General Director
Labor Relations

BNSF Railway Company
P.O. Box 961030
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January 19, 2007

Side Letter #3

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

Mr. R.C. Gibbons
General Chairman BLET
P.O. Box 28066
Kansas City, MO. 64188-0066

Mr. Dennis R. Pierce
General Chairman BLET
801 Cherry Street
Suite 1010
Fort Worth, TX 76102

Mr. Austin Morrison
General Chairman BLET
7637 Canyon Drive
Amarillo, Texas 79110

Gentlemen:

Further our discussions regarding implementation of the so-called "WR Lists," it has developed that there are currently circumstances in place that, left unaddressed, could cause the agreement to function well outside of what the parties intend. In light of this, we reached the following understandings.

As all engineers assigned to a BLET Work Retention list are promoted and on a paid leave of absence, those engineers will not be subject to force assignment to any unbid engineer's position while on the list. Rather, any engineer on a BLET Work Retention list who is needed in the active engineer's quota will be recalled pursuant to the conditions of the WR agreement and then given the engineers' displacement rights also described in the WR Agreement. If the exercise of displacement rights as applicable today returns that engineer back to demoted status, only then would he be subject to force assignment to an unbid engineers' position. This understanding does not affect the WR restriction preventing engineers from bidding off of a BLET WR list within the first 30 days assigned, or their rights to 30 day bump off of the WR list after being assigned to the list for at least 30 days.

In the spirit of this understanding, it is further understood that in the application of BLET's promotional rules, those demoted engineers who are assigned to WR lists negotiated by another Organization will be treated in the same manner as those assigned to a BLET WR list. As with promoted

engineers, demoted engineers on a WR list will be prevented from bidding from said WR list to any engineer's assignment within the first 30 days assigned to said WR list. Also as with promoted engineers, demoted engineers on a WR list will then be allowed to bid from said WR list to any engineer's assignment where they hold seniority after the initial 30 days assigned to said WR list.

In any event, like promoted engineers on a BLET WR list, demoted engineers assigned to a WR list negotiated by another Organization will not be subject to force assignment to any unbid engineers' positions while assigned to said WR list.

Sincerely,

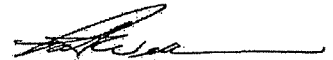


Gene Shire
General Director

We concur



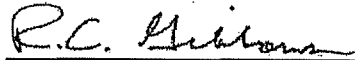
BLET General Chairman



BLET General Chairman



BLET General Chairman



BLET General Chairman



Gene L. Shire
General Director
Labor Relations

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January 19, 2007

Side Letter #4

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

Mr. R.C. Gibbons
General Chairman BLET
P.O. Box 28066
Kansas City, MO. 64188-0066

Mr. Dennis R. Pierce
General Chairman BLET
801 Cherry Street
Suite 1010
Fort Worth, TX 76102

Mr. Austin Morrison
General Chairman BLET
7637 Canyon Drive
Amarillo, Texas 79110

Gentlemen:

Further our discussions regarding implementation of the so-called "WR Lists". It is understood that the \$1000.00 guarantee in Article 5 of the Agreement will be subject all future General Wage Increases and Cost of Living Allowances. As positions on BLET WR lists are by agreement "engineer positions", it was also understood that all wages paid under Article IV of the WR Agreement will be included in the involved calendar year's regular earnings base for profit sharing calculations.

Sincerely,

Gene L. Shire
General Director

We concur,

BLET General Chairman

BLET General Chairman

BLET General Chairman

BLET General Chairman



Gene L. Shire
General Director
Labor Relations

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January 19, 2007

Side Letter #5

Mr. Dennis Pierce
General Chairman, BLET
801 Cherry Street, Suite 1010, Unit 8
Fort Worth, TX 76102

Mr. Pat Williams
General Chairman, BLET
101 N. Beverly
Crowley, TX 76036

Mr. Rick Gibbons
General Chairman, BLET
P.O. Box 28066
Kansas City, MO 64188-0066

Mr. Austin Morrison
General Chairman, BLET
7637 Canyon Drive
Amarillo, TX 79110

Gentlemen:

Re: Work Retention Lists/Article 11

This is in reference to our recent implementation of Article 11 of the BNSF/BLET 2007 Agreement, specifically the application to our current agreements governing the posting of, and, bidding to Engineer Work Retention Lists. As part of our discussion today, it was understood that when Work Retention Lists are initially established where they are not currently in place, the Work Retention positions will be considered new assignments and they will be advertised pursuant to Article 11(A) of the 2007 Agreement. When the involved bulletin closes, the new assignments will be assigned to the senior engineer showing a preference for the Work Retention List on his engineer bid sheet.

However, if additional positions are to be added to an existing Work Retention List, they will be added as "additional assignments" at the designated time for normal Monday morning board adjustments pursuant to Article 11(K) of the 2007 Agreement. The additional assignments will then be immediately assigned to the senior engineer showing a preference for the Work Retention List on his engineer bid sheet.

Engineers who are exercising normal displacement rights at a location where a Work Retention List is established and who are otherwise qualified to occupy the Work Retention List at their location may use their displacement rights to place to the Work Retention List if the Carrier is agreeable to adding additional positions to the involved BLET/BNSF Work Retention List. All other conditions

of the Work Retention List Agreement would then be applicable to those engineers placing to the Work Retention List.

Engineers who are given a 48 recall from an Engineer Work Retention List pursuant to Article 11 of the Work Retention List Agreement will be placed to the Bump Board upon accepting their recall notification. They will then be given the standard displacement rights afforded any displaced engineer. Pursuant to Article 11(J) of the 2007 Agreement, those Engineers who are placed to the bump board following recall from a Work Retention List and are unable to hold the engineer's quota at their location will be considered demoted engineers at that location subject to the conditions of agreed upon Q&A #1 of Article 11(J).

Engineers who voluntarily choose to return to active service from a Work Retention List after 30 days on the List will also be placed to the Bump Board upon notifying Crew of their desire to return from Work Retention status. They will then be given the standard displacement rights afforded any displaced engineer. Pursuant to Article 11(J) of the 2007 Agreement, those Engineers who are placed to the bump board following return from a Work Retention List and are unable to hold the engineer's quota at their location will be considered demoted engineers at that location subject to the conditions of agreed upon Q&A #1 of Article 11(J).

In the application of the Work Retention List compensation pro-ration, engineers who voluntarily bid, or who are allowed to displace, to a Work Retention List shall use that calendar day in the computation of the payroll period Work Retention List compensation due, so long as they have accepted notification and are marked to the Work Retention List prior to 12:01 PM on the day in question.

Engineers who are recalled from a Work Retention List by the Carrier shall use the day that they accept notification of the recall in the computation of the payroll period Work Retention List compensation due. Engineers who voluntarily return from a Work Retention List after 30 days on the list shall only use the calendar that they give notification of their desire to return in the computation of the payroll period Work Retention List compensation due if that notification is given after 12:01 PM on the day in question.

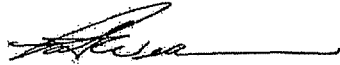
Sincerely,

Gene Shire
General Director

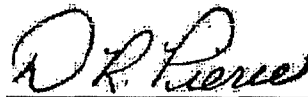
Accepted,



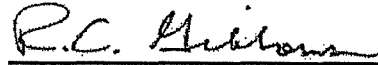
BLET General Chairman



BLET General Chairman



BLET General Chairman



BLET General Chairman