

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

Pursuant to Carrier's Notice dated April 1, 2010, interdivisional service may be established between Belen, New Mexico and Springerville, Arizona under the following conditions.

1. Interdivisional pool freight engineers will operate between Belen and Springerville, through the terminal of Gallup, New Mexico, with Belen being the home terminal and Springerville the away-from-home terminal.
 - 1.1 A guaranteed extra board shall be established at Belen pursuant to existing agreement provisions to protect temporary vacancies in this pool, any short service (including Hours of Service relief) between Belen and Gallup.
 - 1.1.1 Engineers performing service off this extra board shall be paid time or miles, with a minimum of a basic day, for the service performed.
 - 1.2 A "working pool" shall be established at Winslow to handle both empty and loaded coal trains between the facility at Joseph City, including movement on the Lee Ranch Subdivision, and Belen. In addition, this working pool shall handle trains such as the Blue Looper, BELPHX, and PHXBEL. "H," "G," "E," "B," "U," and/or "M" trains may be assigned to this pool to equalize the flow of crews.
 - 1.2.1 The General Manager and the Local Chairman, or either's designee, shall cooperate in the administration of this pool and the use of "H," "G," "E," "B," "U," and/or "M" trains to equalize the flow of traffic in this pool consistent with the intent of this agreement.
2. Engineers in this pool service shall initially be paid time or miles, with a minimum of a basic day, with the commitment that the parties will develop a trip rate for this service as promptly as possible.

- 2.1 BNSF shall have the right to designate a side trip on the Lee Ranch Subdivision for any engineer governed by the terms of this agreement. When this happens, engineers shall have the actual rail miles added to the trip miles, with the overtime threshold adjusted accordingly.
3. At the away-from-home terminal, engineers shall go on and off duty at the lodging facility.
4. The pool shall operate on a “first-in/first-out” basis at both the home and away-from-home terminals.
5. Except in cases of emergency, engineers in this service shall lay-off at the home terminal only.
6. In lieu of stopping for a meal period, engineers in this pool service or used off of the Belen extra board that is established by this agreement, 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.
7. 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.
8. 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.
 - 8.1 As a matter of clarification, this National Agreement provision applies at the initial and final terminals only.
9. 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.
10. 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 increase

11. Any engineer required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Change of residence shall not be considered "required" if the reporting point is not more than 30 miles from the engineer's residence or former reporting point.
12. Except as specifically modified herein, all other Agreements and understandings concerning work performed between Belen and Winslow, Arizona shall remain in effect.

Signed at Ft. Worth, TX on _____, 2010 and effective _____, 2010

FOR THE BNSF
RAILWAY CO.:

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS
AND TRAINMEN:

General Director Labor Relations

General Chairman

APPROVED:

APPROVED:

Vice President
BNSF South Operations

Vice President
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