

Brotherhood of Locomotive Engineers and Trainmen



PAT WILLIAMS
Chairman

MARK BANTON
Vice Chairman

GENERAL COMMITTEE OF ADJUSTMENT
BNSF Railway Company
Santa Fe Committee
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Crowley, Texas 76036
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October 9, 2006
620-120-1220

All Local Chairmen
BNSF Railway Company
Santa Fe General Committee

Dear Sirs and Brothers:

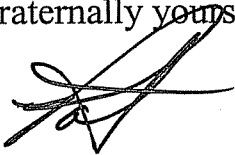
Please find enclosed a package containing 3 separate agreements that I feel will benefit all members and local divisions. One of these I have been working on for a number of years and finally was able to get the Carrier to agree. The 24 hour layoff has been a real thorn in my side since I started this job. The SF guys were being docked 2 days guarantee if they laid off anytime during one day and did not mark up by midnight the same day they would lose 2 days. With this package deal you now can lay off anytime during one day and mark up 24 hours later and only lose 1 days guarantee. That is a real plus for the SF guys.

The 7 a.m. Mark-Up Agreement is Mr. Dealy's pet project. Dave is adamant that we get away from anything requiring that we stay up to midnight to accomplish. He want's to start PLD's, Vacations and returns at 7 a.m. instead of the way the old midnight clock was set. Clearly this does not hurt any of our members. If you have a yard job that goes on duty prior to 7 a.m. there are provisions for marking up early so you don't miss your yard assignment.

And last but not least is the NO-CALL Agreement that most of our local divisions already have implemented. All this does is allow any engineer not assigned to an extra board or a junior pool to add their name to a No-Call list where the computer will not even bother calling them for extra duties at all. This No-Call list is not only beneficial to the Carrier it is also very beneficial to our members. They will not be put on the spot and subject to formal discipline for refusing to take extra work. Now if an engineer want's to protect extra work then all he/she has to do is not put their name on the No Call List. You can add or remove your name from the No-Call List when tying up on the Carrier's computer or contact them later via the VRU. It is not required that you stay on the no-call or call list for any specific amount of time.

I feel this package is something that we have needed for our members for a very long time. Therefore, I'm requesting that you vote your membership at your next division meeting and return the enclosed ballot with your member's desire. All ballots must be returned to this office no later than November 15, 2006.

Fraternally yours,

A handwritten signature in black ink, appearing to be 'Pat Williams', written over a horizontal line.

Pat Williams
Chairman

Cc: Mr. Steve Speagle, BLET VP

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MEMORANDUM OF AGREEMENT

Between

The BNSF Railway Company

And

Section A -- 7 A. M. Markup

1. The parties have agreed to modify existing rules relative to beginning and ending times of all absences in assigned and unassigned service that, under current rules, are scheduled to begin and end at midnight.
2. After the effective date of this Agreement, any such absence that previously began and ended at midnight will instead begin at 7:00 a.m. and expire at 6:59 a.m. on the first day following the period of authorized absence. Employees returning to active service may be called for assignments for which they stand with an on-duty time at or following 7:00 a.m.

Example: A single day vacation scheduled for Tuesday will begin at 7:00 a.m. on Tuesday and end at 6:59 a.m. on Wednesday. Calling time for the terminal is one and one-half hours so employee can receive a call at 5:30 a.m. for an on duty call of 7:00 a.m.

3. An employee who extends the layoff for any reason will extend the 6:59 a.m. markup to the first 6:59 a.m. following the layoff.

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4. An employee who begins the layoff while assigned to a guaranteed extra board and reports for service at 6:59 a.m. on the day following the last day will have guarantee calculated as though the markup occurred at midnight on the last day of authorized leave.
 - i. Example 1: An employee on a guaranteed extra board takes a personal leave day on Tuesday starting at 7:00 am and remains off until 6:59 a.m. on Wednesday. In computing extra board guarantee, the employee will be eligible for the full day guarantee on Wednesday provided there are no subsequent layoffs during that day.
5. An employee subject to this agreement who is displaced while marked off will not suffer a loss of guarantee for the day of markup as a result of being unavailable for service prior to 6:59 a.m. provided the markup occurs at or before 6:59 a.m.
6. Awarding bids and displacements that previously took place at midnight will now occur at 7:00 a.m.
7. Local agreements that permit an employee to mark up early after a vacation period of seven days or more will remain in effect, provided that markup does not exceed 24-hours before the scheduled end of the vacation period.
8. The 6:59 a.m. markup provisions will apply to employees who start their vacation under this agreement. In all cases, the agreement controlling when the vacation starts will control when the vacation ends.

Section B -- Guaranteed Extra Boards

1. Guarantee offsets for the road and road/yard extra board employees at this location will be made on a 24-hour basis. Each 24-hour period, or portion thereof, shall be deemed one day' s offset.
 - a. Example 1: An employee lays off at 2:00 a.m. and marks up at 2:00 a.m. on the following day. The offset to this employee' s guarantee will be one day.

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- b. Example 2: An employee lays off at 4:00 p.m. and marks up at 5:00 p.m. on the following day.
2. The offset to this employee' s guarantee will be two days determined as one day for the initial 24-hours and one day for the one hour in excess of the initial 24-hour period.

Section C -- No Call Agreement

1. Engineers in road service will have the option of protecting, or not protecting, extra service.
2. Remaining in the calling order for extra service requires no action on the employee' s behalf and the employee will remain in the established calling orders until Crew Support receives notification under the provisions of Section 3 of the Agreement.
3. Employees who elect to protect extra service will continue to receive calls for extra service in compliance with their schedule agreements.
4. Failure to protect calls for extra service will not result in discipline.
5. Employees who take the option to not protect extra service will notify the Crew Support Center electronically on their tie up screen. If notification takes place between trips, the employee will provide the electronic notification through the Voice Response Unit (VRU) or their employee information screen.
6. Employees who elect to not protect extra service will forfeit all rights to claims or penalties for not receiving extra service calls.
7. This Agreement does not apply to employees assigned to extra boards, demoted engineers, temporary transfers, reserve boards, yard service or activities employees must perform to maintain service qualifications.

Section D -- General Information

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1. This Agreement modifies existing agreements only to the extent set forth herein, and all other schedule rules and agreements remain in effect.
2. This Agreement may be cancelled by mutual agreement between the parties during the first 60 days after implementation. Thereafter, this Agreement may be cancelled by either party serving at least ten (10) days' written notice on the other party.
3. This Agreement is effective _____.