

OPS __-04

MEMORANDUM OF AGREEMENT

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

The purpose of this agreement is to provide for a definition of the duties and obligations of the Beaumont extra board following the lease of a portion of the Conroe Sub and the Silsbee Yard.

IT IS AGREED:

1. A. The Beaumont extra board will protect all service originating at Beaumont in connection with road switcher assignments at Beaumont.

1. B. In addition, it will be used to dogcatch eastbound Houston - Lafayette trains that go dead before passing Brimstone and westbound Lafayette - Houston trains that go dead before passing Dayton and any service on the Beaumont and Conroe subdivisions. In addition, it will be used to handle trains out of Houston that terminate at Beaumont and trains originating at Beaumont destined to Houston.

2. A. Positions on the Beaumont extra board will be allocated on the following basis:

Silsbee/Beaumont	positions 1, 2 and 3
Galveston/Houston	position 4, 6 and so on
Silsbee/Beaumont	position 5, 7 and so on

2. B. If force assignments are necessary, they will come from the Silsbee/Beaumont seniority district, and not the Galveston/Houston district.

3. A. In the Houston - Lafayette pool, Held Away from Home Terminal payments shall be made on a continuous time basis after the expiration of 16 hours.

3. B. In the Houston - Lafayette pool, if a crew has died under the Hours of Service Law, and is to be transported to either their home or away-from-home terminal, and the time waiting for transportation from tie-up until arrival of said transportation exceeds 1 hour, all time waiting from expiration of 1 hour until arrival of said transportation shall be paid to the crew member at the pro rata basic through freight rate.

4. This agreement will supercede any contrary agreement provisions to the extent

of the conflict, and will become effective on July 3, 2004. Paragraph 1A may later be changed by mutual agreement or in accord with the amended Railway Labor Act. Paragraph 1B and Sections 2 and 3 may be cancelled by either party upon 60 days written notice, during which time the parties will meet to address the concerns causing the cancellation.

Signed and accepted at _____ this _____ day of _____, 2004

For BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

for THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

General Chairman

General Director - Labor Relations