

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

1. Pursuant to the Carrier's notice dated October 31, 2001, as amended by letter dated December 6, 2001, the switching limits at Houston, Texas are extended as follows.
 - 1.1 The entire Mykawa Subdivision to and including Alvin.
 - 1.2 West on the Galveston Subdivision from and including Alvin to MP 22 at or near Algoa, including the siding and main track on the UP trackage rights territory on the Angleton Subdivision MP 341.2 at or near Brownie.
 - 1.3 East on the Galveston Subdivision from and including Alvin to and including the station of Duke, MP47.
 - 1.4 West on the Houston Subdivision to and including the station of Tomball, MP 87.
 - 1.5 West on the UP Trackage Rights Glidden Subdivision to and including the Interlocking Limits at Tower 17, MP 36.3
 - 1.6 North on the UP Trackage Rights Palestine Subdivision to the end of double track at or near MP 210.8.
 - 1.7 North on the UP Trackage Right Lufkin Subdivision to and including the station of Humble, MP 18.
 - 1.8 East on the UP Trackage Rights Beaumont Subdivision to MP387 at or near Dyerdale Junction.
 - 1.9 East on the UP Trackage Rights Lafayette Subdivision to MP 325 at or near Dayton.
 - 1.10 West on the UP Trackage Rights Baytown Subdivision MP 48.7 to MP 21 from at or near Dayton Junction to and including the end of the trackage rights.

- 1.11 South on the UP Galveston Subdivision to and including the station of Graham, as well as the new railroad construction of industrial track by the San Jacinto Corporation from Graham to and including the Bayport loop.
2. The Houston Terminal shall be divided into three (3) prior-rights zones.
 - 2.1 The HBT zone shall encompass all territory within the pre-existing switching limits of the HBT.
 - 2.2 The BN zone shall encompass all territory from the pre-existing HBT switching limits on the rail-line toward Teague to the new switching limit established to and including Tomball (Section 1.4 above)
 - 2.3 The ATSF zone shall encompass all remaining territory, not covered by 2.1 or 2.2 hereof, within the newly established switching limits at Houston.
3. Engineers holding a seniority date on the HBT seniority roster established on or before January 6, 1999 (reference Memorandum of Agreement dated September 22, 1999 combining former ATSF and HBT engine service seniority) shall be considered as prior-rights HBT zone engineers and shall have preference to any job assigned within the HBT zone.
4. Engineers on the former BN's Joint Texas Division Seniority Roster shall be considered as prior-rights BN zone engineers and shall have preference to any job assigned within the BN zone.
5. Engineers holding a seniority date on the former Santa Fe Galveston seniority district established on or before January 6, 1999 (reference Memorandum of Agreement dated September 22, 1999 combining former ATSF and HBT engine service seniority) shall be considered as prior-rights ATSF zone engineers and shall have preference to any job assigned within the ATSF zone.
6. There shall be no restriction on any job within the expanded Houston Terminal performing service at any location within the expanded terminal, except as provided under 6.1 below.
 - 6.1 Jobs held by prior-right engineers from one zone shall not be used to replace jobs assigned to prior-right engineers in any other zone. That is to say that while there is no restriction as far as any job performing any work within the expanded terminal, the parties understand and agree that so long as there is sufficient work available in a zone, that work is to be performed by a job with a prior-right engineer assigned within that zone.

- 6.1.1 For example, it would be a violation of this agreement to relieve a ATSF zone job held by an ATSF prior-rights engineer upon the expiration of eight (8) hours and have either a HBT or BN zone job perform switching in the ATSF zone for 2 or 3 or more hours when the spirit of this agreement contemplates that normally general yard switching in the ATSF zone should be performed by a prior-righted engineer on a job headquartered in that zone.
- 7. Road crews may be required to receive or deliver their train at any location within the expanded terminal.
 - 7.1 If by operation of this provision a road crew is obligated to traverse additional miles, such additional actual miles traveled shall be added to the miles of the assignment, including those miles traveled upon return to the designated off-duty location.
- 8. Yard assignments within the expanded terminal may be established at South Yard, Dayton, Pearland, Alvin or Casey.
 - 8.1 Yard assignments at Casey shall be governed by the former JTD agreement provisions.
 - 8.2 Yard assignments at locations other than Casey shall be governed by the former ATSF agreements provisions.
 - 8.3 These yard assignments may not be tied-up (finally relieved from service) except at the original on-duty location of that yard assignment.
- 9. The Galveston extra board shall protect temporary vacancies and extra service for yard jobs at Alvin, Pearland and Rosenberg, as well as the road vacancies on the Galveston-Houston local. The HBT extra board shall protect temporary vacancies and extra service for yard jobs in the HBT zone. Temporary vacancies and extra jobs at other locations within the expanded terminal shall be filled from the so-called “trackage rights” extra board at Houston.
 - 9.1 If the “trackage rights” extra board is exhausted it may be supplemented by the HBT extra board only to fill yard jobs. If the HBT extra board is exhausted it may be supplemented by the “trackage rights” extraboard. When one extra board supplements another extra board pursuant to this provision, the earnings shall not be used to offset any extra board guarantee.
 - 9.2 The Galveston extra board shall not be used to supplement any extra board, nor shall either the “trackage rights” or HBT extra boards be used to supplement the Galveston extra board.

- 9.3 The “trackage rights” extra board shall reflect an equity ratio of 50% former BN and 50% former ATSF (see the order of selection listed appended hereto as Attachment “A”). The collective bargaining provisions applicable to the former Santa Fe shall apply to this extra board.
- 9.4 Extra engineers called from the Galveston extra board to fill temporary vacancies or other extra service pursuant to the terms of this agreement shall be paid a “report” allowance in lieu of any relocation benefits to report to the location ready to commence service. This allowance shall be payable to both pre and post-85 engineers and shall be subject to all future COLA and general wage increases.
- 9.4.1 Extra engineers called to protect vacancies at Pearland, \$45.00 each way.
- 9.4.2 Extra engineers called to protect vacancies at Alvin, \$28.00 each way.
- 9.4.3 Extra engineers called to protect vacancies at Rosenberg, \$65.00 each way.
- 9.5 Extra engineers called from the “trackage rights” extra board to fill temporary vacancies or other extra service pursuant to the terms of this agreement (or extra engineers called off of the HBT board pursuant to Section 9.1 above) shall be paid a “report” allowance in lieu of any relocation benefits to report to the location ready to commence service. This allowance shall be payable to both pre and post-85 engineers and shall be subject to all future COLA and general wage increases.
- 9.5.1 Extra engineers called to protect vacancies at Casey, \$27.00 each way.
- 9.5.2 Extra engineers called to protect vacancies at Dayton, \$38.00 each way.
- 9.6 The payments provided under Sections 9.4 and 9.5 above are subject to existing BLE rules addressing deadheading conditions attendant to temporary vacancies at outlying locations.
- 9.7 Engineers who perform 12 hours of continuous time on duty while assigned to any extra board addressed herein may request, and shall be granted, twelve (12) hours rest without deduction of extra board guarantee.
- 9.8 The existing provisions for a three (3) hour call are preserved and extended to the “trackage rights” extraboard.

- 9.9 Forced assignment to allocated positions on the “trackage rights” extra board shall be effected pursuant to existing former JTD agreement provisions (for BN allocated positions) or existing former ATSF agreement provisions (for ATSF allocated positions).
10. The parties agree to meet at least every six (6) months to review the distribution of work throughout the expanded terminal to determine whether the equities are being properly maintained in concert with the intent of the agreement. Futhermore, this section shall not serve to prevent any representative of any portion of BLE interest in Houston terminal from requesting more frequent meetings.
11. This agreement may be cancelled by either BNSF serving a 90 – day cancellation notice on BLE or BLE serving a 90 – day cancellation on BNSF. The parties agree to meet within the 90 – day period in an effort to resolve any issues that caused the service if the cancellation notice.
- 11.1 Should the agreement be cancelled pursuant to the terms of this Section, the parties recognize that the date of the cancellation notice shall serve as the “date of last conference” as contemplated under Article II of the 1971 National Agreement that amended Article 7 of the May 23, 1952 Agreement.

Signed this _____ day of _____, 2001 and effective _____, 2001.

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY COMPANY

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

Assistant Vice President Labor Relations

General Chairman ATSF/HBT

General Director Labor Relations

General Chairman JTD

Director Labor Relations

APPROVED:

Vice President BLE