

MEMORANDUM OF AGREEMENT
BETWEEN
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The Pacific Division of the Burlington Northern Santa Fe Railway will establish commuter rail service under contract with the Central Puget Sound Regional Transit Authority between Tacoma and Seattle, Washington, with possible expansion to Lakewood and Everett, Washington. The Carrier and the Organization agree to the following rates of pay and conditions to apply to this new service as follows:

It is agreed:

1. Under this present arrangement, the commuter passenger engine crew will consist of one (1) engineer.
2. (a) Commuter passenger service crews operating between Tacoma and Seattle will be home terminated at Tacoma.

Tacoma and/or Seattle will be the turnaround and layover points, dependent upon the specific crew assignment and scheduling.
- (b) When commuter passenger service is expanded to encompass the territory between Lakewood and Everett, commuter passenger crews may be home terminated at Lakewood and/or Everett.
- (c) Commuter passenger crews may be assigned to operate in short turnaround service, traversing the entire, or segments, of this territory with layover and turnaround points to be designated by the Carrier for each crew assignment.
- (d) Automatic release rules will not apply to commuter passenger crews.
3. To establish commuter passenger assignments, BNSF will issue a bulletin for one (1) Engineer which will contain the following information:
 - (1) The train number or designation.
 - (2) The home terminal of assignment and layover point.
 - (3) The days of the week service is to be performed.
 - (4) The rest day(s) of the assignment.

- (5) The on-duty time of the assignment.
- (6) The date assignment will be established.
- (7) The territorial limits of operation identifying:
 - a) Direction and line segment
 - b) Turnaround point
 - c) Train schedule

4. Commuter passenger assignments may be established to perform daily service on five or six days during a calendar week. On five-day assignments, the rest days will be consecutive. The on and off-duty point for these assignments will be at the same point and location for each day operated.
5. Relief engineer assignments will be established in addition to the regular assigned positions established. Relief positions may be increased or decreased on an as needed basis based on the projected number of vacancy days due to layoffs, vacation and personal leave days.

When extra service is required by Sound Transit, BNSF will notify the junior relief engineer ten (10) days in advance wherein his work week and rest days will be altered in order to protect the additional service at the straight time rate of pay. If a regular assigned engineer is used on his assigned rest day to protect extra passenger service, he will be paid at the punitive rate of pay. If additional passenger service is required on the sixth or seventh day of the assignment and a buildup relief freight crew is used, then that crew will be paid at straight time rate of pay.

Employees desiring to work extra passenger service will make application to the appropriate Carrier Officer to have their name placed on the Extra Passenger Working List. When an extra passenger engineer is needed, the Carrier will call employees from this list on a first-in/first-out basis. The Carrier will determine the number of employees necessary to staff the Extra Passenger Working List. If an employee refuses to accept extra passenger service when called, the employee's name will be removed from the list and the employee will be restricted from the list for a period of thirty (30) days.

6. All positions, regular and relief assignments, will report for work on each work day. The relief assignments will fill any vacancy on a regular assignment that may occur due to layoff, vacation, or personal leave day. If no vacancies occur on the regular assignments, then the relief assignment(s) will work on the last assignment(s) departing the initial terminal that day in addition to the regular assigned engineer(s).
7. All assignments, regular and relief, will have a one (1) year tie down period at the beginning of each new fiscal year commencing with October 1 as the start of a new one (1) year period. At the expiration of the one-year period,

an engineer may exercise seniority to another class of service subject to the terms and conditions of the schedule agreement.

An engineer assigned a position in commuter passenger service under this agreement will hold the position for the period assigned provided the position is maintained during that period and will be immune from displacement under the seniority rules while occupying such position provided such engineer has sufficient seniority to remain in this commuter passenger service on a regular or relief assignment. Employees in another class of service cannot enter into this commuter passenger service until October 1 of new tie down period or unless they are unable to hold a position on their entire seniority district.

Bids for each new one (1) year tie down period will end in August in order for new employees to the service to receive up to thirty (30) days training. Employees with prior experience in this commuter passenger service will receive training as deemed appropriate by the Carrier, if necessary. When engineers are being trained, they will be paid at the appropriate Engineers' Extra Board Guaranteed Daily Rate of Pay for each day in the training period. An engineer training another engineer in this service will be paid 1.1 times the regular passenger rate of pay.

Employees will be permitted to return to BNSF's freight service (road or yard) prior to the expiration of the one (1) year tie down only upon the condition of a hardship case, (i.e., a serious illness of a family member) or due to the employees' failure to discharge their duties in a manner which reflects a positive image to the Central Puget Sound Regional Transit Authority. Such cases will be handled locally by the Superintendent Commuter Operations and the respective Local Chairman. If the issue can not be resolved at this level, then it will be referred to Labor Relations and the respective General Chairman for disposition.

Engineers in this service may change assignments within the group every sixty (60) days via an internal bid process.

8. Uniforms will be provided to all crew members, who will be responsible for their appearance and upkeep. Proper footwear will be required as part of the uniform requirements in accordance with the provisions of BN-BLE Memorandum of Agreement dated November 5, 1981, Ops. 63-81.
9. Passenger crews will deploy and assist passengers, open and close doors on all cars prior to departure from each station. All employees, train or engine, in this passenger service shall perform their respective duties as required in connection with this passenger operation and will obey all rules applicable thereto.
10. Engineers may in addition to the above perform additional work in connection with their assignment without additional compensation as

provided in Article VIII, Section 3 of the May 19, 1986 BLE Arbitration Award No. 458.

Article XVII, Section 2(b) of the May 19, 1986 BLE Arbitration Award No. 458 will not apply to this passenger service.

11. Rates of pay contained in the former Northern Pacific Engineers Schedule Agreement will apply to this service.
12. Passenger engineers will be paid the Special Pay Differential rate of \$25.96, modified herein for this service only, as provided in Article XV of the June 1, 1996 BN/BLE Agreement for each working trip or tour of duty. They will, also, be entitled to the \$5.00 certification allowance per Arbitration Board No. 564 dated March 12, 1997 for each working trip or tour of duty.
13. Employees assigned to this commuter passenger service will be compensated for paid holidays which are observed by Central Puget Sound Transit Authority. They will also be allowed to take personal leave days as provided in the May 31, 1996 BLE Core National Agreement; however, the number of personal leave days that each engineer is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received by the employee from any source throughout the year.

Vacations will be assigned in seniority order with the selection of vacation periods to be made only amongst engineers in this commuter passenger service.

14. Employees assigned to this commuter passenger service will be provided secure parking for their personal automobiles, at no expense, in the vicinity of their on- and off-duty points.

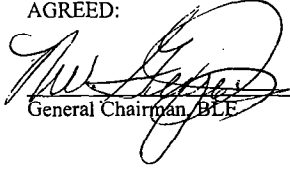
Individual lockers and adequate washroom facilities will be provided at the home terminal and the respective layover point for each engineer assigned to this service.


Employees tied up at the layover point for four (4) or more hours will be provided lodging as defined in BN Labor Agreement 8/1/80-OPS-30-80. When lodging is more than ¼ of a mile from the off-duty point, transportation will be provided in both directions. If employees are tied up at the layover point for less than four (4) hours, lodging will not be required; however, a ready room will be provided by the Carrier for the employees.

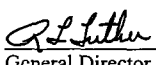
15. Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of schedule agreements between BLE or this Carrier, and the Merger Protection Agreements as implemented between this Carrier and the BLE.

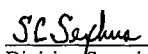
Signed at Fort Worth, Texas, this 8th day of February 2001.

AGREED:


General Chairman BLE


AVP Labor Relations


General Director Labor Relations


Division Superintendent, Pacific Div.


Superintendent Commuter Operations

M. W. Geiger
General Chairman, BLE
500 Throckmorton, Suite 1820
Fort Worth, Texas 76102

Dear Mr. Geiger:

Reference to paragraphs 9 and 10 of the Commuter Rail Service Agreement regarding the duties and responsibilities required by Central Puget Sound Transit Authority. Listed below is a listing of those duties and responsibilities:

1. Report for duty in proper uniform (if applicable) as scheduled.
2. Perform head-end brake and other required tests.
3. Start or regulate air conditioning or heat.
4. On assignments where equipment is scheduled to make a subsequent revenue trip before being cleaned and serviced, crews will pick up newspapers and all litter which may be picked up by hand and will change destination signs as necessary.
5. Move and spot train at platforms for boarding.
6. Engineers can make required announcements if necessary, as specified by Central Puget Sound Transit Authority, and as appropriate to circumstances, including concerning safety, delays, unusual conditions and shall answer passenger questions in a courteous and informative manner.
7. Crew members will enforce Central Puget Sound Transit Authority policies such as no smoking, noise, passenger behavior, bicycles, baggage, etc.

Handling of disorderly passengers will be in accordance with policy agreed upon by Sound Transit and BNSF.
8. Engineers will observe passenger loading in concert with the Conductors and will operate doors upon signal by Conductor for departure.
9. Crew members will report en route mechanical or electrical problems in a manner specified: by radio, telephone or orally to expedite repair arrangements as well as in writing on specified report and/or form.

10. Passenger crews will position trains in train yards, secure the train and apply power if required.
11. Passenger crews will prepare trains for departure from train yards, including removal of standby power, if required.
12. Trains shall be operated in an expeditious manner, consistent with applicable operating rules, special or other instructions and employee timetable.
13. Trains shall not depart any station prior to the departure time published for the station in public timetables.

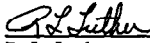
M. W. Geiger
General Chairman, BLE
500 Throckmorton, Suite 1820
Fort Worth, Texas 76102

Dear Mr. Geiger:

Due to the delay in the "Sounder" commuter rail passenger service achieving a full operating schedule, the parties have agreed to the following provision:

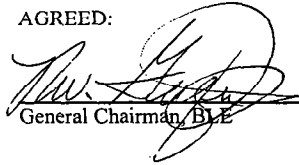
Until such time as the Sounder crews commence regularly scheduled multiple round trips (2 or more) within a tour of duty, they will be allowed a payment of \$7.50 in lieu of meal and laundry allowances. This payment will be reduced to \$1.50 (laundry allowance) when multiple round trips (2 or more) within a tour of duty commence in this passenger service..

Very truly yours,



R. L. Luther
General Director Labor Relations

AGREED:



General Chairman, BLE