

MEMORANDUM OF AGREEMENT

Between

BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

In recognition of the mutual benefits of expediting the movement of traffic through the Galesburg area, the following provisions are agreed to concerning the operation of through freight assignments headquartered at Galesburg for Shuttle Service. These assignments may be assigned based on the following:

1. The limits of this service will be:
 - a. Barstow line - MP 36
 - b. Mendota line - MP 128
 - c. Chillicothe line - MP 148.5
 - d. Peoria line - MP 28
 - e. Colchester West Quincy line - MP 212
 - f. Ft. Madison line - MP 217
 - g. Ottumwa line - MP 203
2. These engineers can shuttle cars within these limits operating into and out of Galesburg encompassed within the above limits without penalty. The term "cars" in this agreement represents a block of cars or a train. The only limitation is that these specific engineers cannot move cars from one location or track within the general switching limits to another location or track within the terminal general switching limits without traversing road territory with the involved cars or train.
3. These engineers will have no mileage limitation and will be paid on an hourly basis at the daily rate of pay of \$214.1492. These engineers will be allowed a trip rate of \$349.01, which includes 8 hours straight time, 2 hours overtime, Special Pay Differential Code PD and Code NE in lieu of meal. Engineers will be expected to carry a lunch and the Carrier will not be obligated to provide a real meal; however, the Code NE will be payable whether the engineers are instructed to take a meal or not. All other rules and agreements not specifically addressed in this agreement remain undisturbed and are still payable under the appropriate CA code. Engineers in this service on duty more than 10 hours will be paid overtime accordingly. Examples: 1) engineers on duty 8 hours will be paid a trip rate, which includes 2 hours overtime. 2) engineers on duty 12 hours will be paid a trip rate, which includes 2 hours overtime, plus 2 hours overtime.

4. These engineers will work five days per week and will have an established on duty show-up time. Vacancies and extra jobs will be filled from Galesburg Engineer Extra Board #32. Extra jobs in this service can be called at any time. It was understood that BNSF will bulletin a regular assignment if extra jobs are worked with an on duty time within a four hour window for four consecutive days. It was understood that a relief assignment could only be established based on rest days of the regular assignments. If an assigned engineer is not rested for his next assignment due to overtime worked on his own job, the assigned engineer will show for work on his rest.
5. The parties agree that relief shuttle assignments with varying starting times may be bulletined and assigned. Four (4) day relief assignments may be bulletined, but in the event the assignment goes no bid, it will not be filled by force assignment. Instead, it will be filled from the Galesburg Engineer's Extra Board 32.
6. Engineers in this service will not be required to perform yard switching but can perform permissible moves under PEB 219. Because these engineers may handle more than one set of cars, the permissible moves set forth herein are calculated based on the following. If the engineer handles cars out of the terminal, that move is considered the engineer's initial terminal for those cars and the engineer can perform three moves in connection with those cars in accordance with PEB 219. If the engineer handles cars into the terminal, that move is considered the engineer's final terminal for those cars and the engineer can perform three moves in connection with those cars in accordance with PEB 219. If the engineer handles the same cars into and out of the terminal, Galesburg will be considered as an intermediate location for that train, and the engineer is limited to one pick-up and/or one setout within the Galesburg switching limits with those cars.
7. These engineers may operate in any of the seven directions and equity will be based on total territory belonging to each former road. Later adjustments to be made on actual operation. Based on the operation, both assignments will operate under former CB&Q Agreements. To start, the equity would be 70% former BN (Ill-Wis.) and 30% former ATSF (Illinois 1 and 2) with one assignment bulletined to each former road.
8. As part of discussions this date, it was understood that the Shuttle Service covered by this agreement would be considered assignments qualifying under the Holiday Pay Agreement but would be allowed to take Personal Leave Days. However, no engineers covered by this Agreement shall receive more than eleven personal leave days and paid holidays in any calendar year.

Personal Leave Day and Holiday Pay - \$214.1492 (8 Hour Daily Rate)

Overtime for working a Holiday will only be applicable to the first 8 hours of the day, calculated on the 8 Hour Daily Rate of \$214.1492. Overtime when working a Holiday will not be applicable to the other components in the Shuttle Service Trip Rate.

Annulment - \$294.46 (10 Hour Daily Rate minus meal and Code PD money)

9. Provisions contained in this agreement are agreed to on a strictly non-referable basis and will only be applicable to these outlined assignments. It was understood that this agreement would not establish a precedent applicable to future assignments.

This agreement shall be effective on the date signed and remain in effect unless cancelled by any party with a twenty (20) day written cancellation notice.

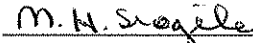
Signed at Fort Worth, Texas this _____ day _____, 2008.

For:
Brotherhood of Locomotive Engineers and
Trainmen



D. R. Pierce
General Chairman BLET

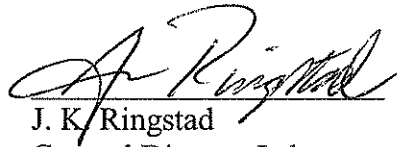
For:
Burlington Northern Santa Fe
Railway Company



M. H. Siegele
Assistant Vice President
Labor Relations



P. J. Williams
General Chairman BLET



J. K. Ringstad
General Director Labor
Relations



Milton H. Siegle
Assistant Vice President
Labor Relations

BNSF Railway Company
2600 Lou Menk Drive
P. O. Box 961030
Fort Worth, Texas 76161-0030
Telephone: (817) 352-1068
Fax: (817) 352-7319
Email: Milton.Siegle@BNSF.com

December 10, 2007

File: Galesburg Shuttle Service

Side Letter No. 1

Mr. D. R. Pierce
General Chairman BLET
801 Cherry Street, Suite 1010
Ft. Worth, TX 76102

Mr. P.J. Williams
General Chairman BLET
101 N. Beverly Street
Crowley, TX 76028

Dear Sirs:

This is in reference to our proposed agreement establishing Shuttle Service at Galesburg, Illinois. The following will apply in the application of the equity provisions found in Article 7 of the proposed agreement.

Upon agreement implementation, three assignments will be initially assigned; two five (5) day assignments and one four (4) day relief assignment. To accomplish the 70% BN/30% SF allocation described in Article 7, the two five (5) day assignments will be assigned giving preference to the former BN Illinois-Wisconsin Seniority District. The single four (4) day relief assignment will be assigned giving preference to those former ATSF prior righted Illinois 1 and 2 Seniority District engineers with Illinois 1 and 2 engineer seniority predating November 6, 2002. In the absence of any such prior righted bidders from the former ATSF Illinois 1 and 2 Seniority District, whenever the four (4) day assignment is open for bid, the assignment will be filled by bid from the former BN Illinois-Wisconsin Seniority District pursuant to the applicable agreements. However, the prior righted Illinois 1 and 2 District Engineers described herein will retain preferential bidding and displacement rights to the Illinois 1 and 2 allocated equity assignment so long as the assignment is allocated to the former ATSF Illinois 1 and 2 Engineer Seniority District.

It is also understood that the two former BN assignments described herein will be allocated to prior righted engineers from the former Aurora, Galesburg and East Ottumwa Seniority Districts on the following annual basis, this to apply so long as such prior righted engineers make application for their equity allocation when it is advertised. Upon implementation, one five (5) day assignment will be allocated to the Aurora prior righted engineers and one five (5) assignment will be allocated to the East Ottumwa prior righted engineers, both to run for a period of eight (8) months. At the expiration of that eight (8) month period, both assignments will be re-bulletined and allocated as Galesburg prior righted assignments for a period of four (4)

months with this eight (8) month/four (4) month allocation process repeating in reverse order on an annual basis to allow the Galesburg prior righted equity, and, the East Ottumwa and Aurora prior right equities to be allocated back to back every other allocation cycle.


If no prior righted Aurora, Galesburg or East Ottumwa engineers make application to their former BN equity allocations when advertised, the assignments will be filled by bid or force from the former BN Illinois-Wisconsin Seniority District pursuant to the applicable agreements. However, prior righted Aurora, Galesburg or East Ottumwa engineers described herein will retain preferential bidding and displacement rights to the Aurora, Galesburg or East Ottumwa allocated equity assignments so long as the assignment is allocated to their particular former district.

This equity understanding will continue to apply so long as the three initial assignments are in place. In the event any of the three initial assignments is abolished, or additional assignments are to be advertised, the Local Chairmen will meet with local management Officers in an attempt to reach agreeable equity allocations for the equity within their respective jurisdictions. If they are unable to do so, the General Chairmen will meet with Labor Relations for the purpose of resolving any equity disputes.


Sincerely,

M. H. Siegle

AGREED:



D. R. Pierce
General Chairman BLET



P.J. Wilhams
General Chairman BLET