

MEMORANDUM OF AGREEMENT
Between The
BNSF RAILWAY COMPANY
And The
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
AND TRAINMEN

In order to address the mutual interest in moving freight and addressing fatigue issues, the parties enter into this agreement recognizing that this approach to unassigned pool freight management is relatively new. Further, the parties agree that this agreement is being entered into without prejudice to the position of either party concerning the appropriate approach and application of any agreement provisions addressing any similar or identical situations.

This Agreement establishes a scheduled work/rest cycle for employees assigned to the Bakersfield – Barstow unassigned service pool (pool) headquartered at Bakersfield.

1. Employees assigned to this pool will be allocated work/rest cycles by the Carrier at the Carrier's sole discretion. A work/rest cycle is defined as seven (7) consecutive days during which an employee is available for or performs work (the work cycle) followed by three (3) consecutive rest days (the rest cycle).
 - 1.1 Mark off for scheduled rest days will occur automatically at 7:00 a.m. or upon tie up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically at 7:00 a.m. on the day following the last scheduled rest day.
 - 1.2 An employee can observe a personal leave day(s) or a single vacation day(s) during the rest cycle.
 - 1.3 Employees will not be called to protect service with an on-duty time between 7:00 p.m. on the day immediately preceding the rest cycle and 7:00 a.m. on the first rest day. In order to insure that employees in this Pool will have a three full rest days available for each rest cycle, employees called prior to 7:00 p.m. on the day immediately preceding the start of the rest cycle will have their scheduled rest cycle begin upon tie up at the home terminal.

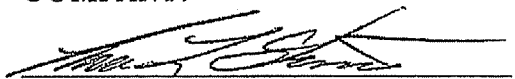
- 1.4 Positions going on work cycle will be available for call for assignments that begin on or after the 7:00 a.m. cycle time.
2. Employees holding a position in this pool for an entire month shall be guaranteed to make no less than \$6800 per month (\$3400 per payroll period).
 - 2.1 Employees who do not hold a position in this pool for an entire month shall be guaranteed the monetary equivalent of 1/30th of the monthly guarantee for each full calendar day that they hold a position in this pool.
 - 2.2 Employees that make themselves unavailable at any time other than during the rest cycle shall have the guarantee reduced by 1/22nd of the monthly guarantee for each calendar day, or portion thereof, that the individual is unavailable.
 - 2.3 Employees who are unavailable more than once during a payroll period shall forfeit guarantee for that payroll period.
3. An employee who stays marked up during his assigned work cycle, will not be considered to be in violation of any attendance guidelines or policies related to attendance then in effect, regardless of the number of weekend or total days absent during the rest cycle. To allow for "emergencies" the employee can take one unpaid layoff in each month, or if the employee remains on a position subject to the terms of this Agreement for three consecutive months, three unpaid days off during any three-month rolling period.
4. When regulation of this pool calls for a reduction in the number of turns, the junior employee will be reduced from the pool. If the junior employee owns a work/rest cycle that will remain on the pool, that cycle will be reassigned to the junior employee within the cycle to be reduced. The employee's position on the board will not change when reassigned to a new cycle.
5. Employees exercising displacement rights onto a turn in this pool must displace the junior employee and will assume the work/rest cycle of the employee or position to which they displace, and must, seniority permitting, remain in this pool for a minimum of thirty (30) days.
 - 5.1 In the event the turn held by the junior employee is either in active service or at the away-from-home terminal, the employee exercising seniority to this pool shall be placed to the bottom of the board and shall assume the work/rest cycle as provided

above. When the junior employee returns to the home terminal, that turn shall be removed from this pool.

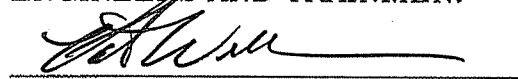
6. Employees assigned to this pool, who are at their home terminal, shall not be called for service prior to receiving eight (8) hours undisturbed rest. For purposes of this agreement, "undisturbed rest" means that the employee shall not be called to be advised of the on-duty time until that employee has had no less than eight (8) consecutive hours off, measured from the last off-duty time.
 - 6.1 Employees in this pool, who are at their home terminal, shall not be considered eligible for a call to work if they do not have eight (8) consecutive hours of undisturbed rest as defined above.
 - 6.2 Employees subject to the terms of this section may be run around, without penalty, while securing their undisturbed rest.
7. So long as the employee has been on duty more than eight (8) hours, that employee may request, at the home terminal only, fourteen (14) hours rest. For purposes of this agreement, it is understood that the call for service may be made within the fourteen (14) hour rest period, but the on-duty time may not be earlier than fourteen (14) hours from the previous tie-up.
 - 7.1 Employees subject to the terms of this section may be run around, without penalty, while securing their rest.
8. A temporary vacancy on any turn (defined, for purposes of this agreement, as being a vacancy of less than seven (7) days) shall cause the turn to be removed from the pool. The turn will be restored to the foot of the board upon the employee's return unless other agreement provisions apply. Permanent vacancies, as defined by the current agreement, shall be filled by existing agreement provisions.
10. Employees in this service who are scheduled to observe vacation beginning on a Monday shall be allowed to adjust the start of that vacation so as to begin upon the expiration of the rest cycle.
 - 10.1 Employee who desire to take advantage of this provision shall be required to notify Crew Support during the rest-cycle immediately preceding the vacation period.

11. This Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.
12. This Agreement may be cancelled by either party serving ninety (90) days written notice on the other party, with the understanding that the parties shall meet and address the issue(s) that caused the service of the cancellation notices. Furthermore, the parties commit to seeking resolution of those issues in an effort to preserve this agreement.

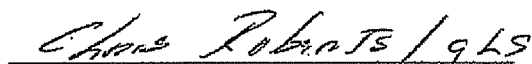
FOR THE
BNSF RAILWAY
COMPANY:


General Director Labor Relations

FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN:


General Chairman

Approved:


Regional Vice President South Operations