

MEMORANDUM OF AGREEMENT
Between
BURLINGTON NORTHERN RAILROAD COMPANY
And The
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The purpose of this agreement is to establish uniform conditions governing the transfer of engineers from one seniority district to another on Burlington Northern Railroad Company's system, including the relinquishment and establishment of engineer seniority dates. Now, therefore, it is agreed:

SECTION 1 - TRANSFERS BY RIGHT

Employees who have seniority dates as engineers will be entitled, under this Section, to transfer as engineers to other seniority districts whenever they are unable to hold any positions in train, yard or engine service on their present seniority districts. Employees eligible to transfer under this Section may transfer to any location on any other seniority district where they can hold service as an engineer immediately upon their transfers, utilizing the seniority dates they will establish pursuant to the terms of this agreement.

SECTION 2 - TRANSFERS BY PRIVILEGE

Employees who have seniority dates as engineers who wish to transfer to other seniority districts but are not entitled to transfer under Section 1 above, may, at the Carrier's discretion, be allowed to transfer as engineers under this Section. Before employees may transfer under this Section, the transfers must be authorized by the Carrier, in writing, including the effective date of the transfers and the seniority districts to which transferred specified. The Carrier has the sole discretion to authorize transfers under this Section and to specify the seniority district to which an employee is allowed to transfer.

SECTION 3 - RELINQUISHMENT AND ESTABLISHMENT OF SENIORITY

(a) Employees transferring under this agreement will be required to relinquish, in writing, their seniority as engineers on the seniority districts from which transferring at the time of their transfers.

(NOTE: This agreement only deals with the transfer of employees as engineers and, in connection therewith, the effect on those employees' seniority as engineers. When an employee transfers under this agreement, the effect, if any, on the employee's seniority in any other crafts or classes would be governed by the collective bargaining agreements covering those crafts or classes.)

(b) Except as provided in paragraph (c) below, employees transferring under this agreement will establish seniority dates as engineers on the seniority districts to which they are transferred that is the same as their seniority dates on the districts from which transferred, provided, however, that their new seniority dates will be no earlier than the effective date of this agreement. The employees will be ranked on the rosters according to

these new dates, behind all other engineers on the rosters with the same date, as if they had established seniority on those districts in the usual manner.

(c) Employees who have established seniority dates as engineers prior to the effective date of this agreement are subject to the provisions of this Section, provided, however, that employees who relinquish their seniority dates due to transfers to other seniority districts under the terms of this agreement and subsequently transfer back to their original seniority districts pursuant to Sections 1 or 2 above will, upon transferring back to their original seniority districts, establish seniority dates on those districts as engineers that are the same as their original seniority dates as engineers, and they will be ranked on the engineers' roster according to their original rankings thereon.

(d) If two or more engineers have the same seniority date, they will be ranked according to their earliest date of hire with the company (continuous employment), the employee with the earliest date of hire being ranked ahead of the others. If the earliest date of hire is the same, the oldest employee in attained age will be ranked first.

SECTION 4 - EFFECT

(a) This agreement does not apply to temporary transfers as engineers for periods of ninety (90) days or less duration.

(b) This agreement supersedes all other agreement provisions that are in conflict with it, and shall become effective on the first day of November, 1990.

Signed at Fort Worth, Texas this 1st day of November, 1990.

For: BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

W. C. Keppen
General Chairman

W. C. Walgent
General Chairman

[Signature]
General Chairman

For: BURLINGTON NORTHERN
RAILROAD COMPANY

Joseph C. Healy
Vice President Labor Relations

R. E. Cawth
Asst. Vice President Labor Relations

L. R. Bunch
Director Labor Planning

[Signature]
Assistant Director Labor Relations

Brotherhood of Locomotive Engineers

GENERAL COMMITTEE OF ADJUSTMENT
BURLINGTON NORTHERN RAILROAD COMPANY

T.R. MURPHY
GENERAL CHAIRMAN

November 17, 1998

3433 S. CAMPBELL, SUITE O
SPRINGFIELD, MISSOURI
65807

Re: OPS 3-90, 11-1-90

Mr. Milton Siegele
Asst. Vice President-Labor Relations, BNSF
2600 Lou Menk Drive
Fort Worth, Texas 76131-2830

Dear Mr. Siegele:

This is in reference to our recent discussion concerning Section 1 of the OPS 3-90, 11-1-90, Transfer Agreement. Section 1 - TRANSFERS BY RIGHT, reads:

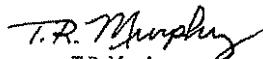
"Employees who have seniority dates as engineers will be entitled, under this Section, to transfer as engineers to other seniority districts whenever they are unable to hold any positions in train, yard or engine service on their present seniority districts. Employees eligible to transfer under this Section may transfer to any location on any other seniority district where they can hold service as an engineer immediately upon their transfers, utilizing the seniority dates they will establish pursuant to the terms of this agreement."

At the conclusion of our discussion, it was agreed that the language "their present seniority districts" means their train, yard or engine service seniority districts as they existed or were defined in November 1990.

To best describe how this Section 1 is to be applied, the following example is provided: Engineer Smith holds seniority on the River Seniority District at Chaffee, Missouri. In November 1990, all of his districts, train, yard and engine service, encompassed the same territory, i.e. Saint Louis, Missouri to Memphis Tennessee. On November 17, 1998, Engineer Smith finds that he cannot hold a position in train, yard or engine service at any location between Saint Louis and Memphis. He can, however, hold a position as a yardman in Springfield, Missouri if he utilized his expanded yardmen's rights provided by the UTU's Midwestern Seniority District Agreement of 1995. Engineer Smith can also hold a position as Engineer on the Memphis Seniority District at Thayer, Missouri if he elected to transfer by right to that district. Engineer Smith, given the parties interpretation of "their present seniority districts", may transfer by right as an engineer to the Memphis Seniority District.

If the foregoing accurately reflects our understanding regarding the application of Section 1 of the OPS 3-90, 11-1-90, Transfer Agreement, please sign and return a copy of this letter.

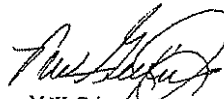
Sincerely,



T.R. Murphy
General Chairman

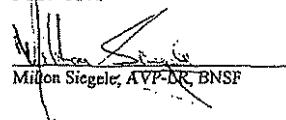


A.G. Morrison
General Chairman



M.W. Geiger
General Chairman

I CONCUR:



Milton Siegele, AVP-LR, BNSF

SERVING SINCE 1863



BURLINGTON NORTHERN RAILROAD

RICHARD E. CASSITY
Assistant Vice President
Labor Relations

3000 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102
Telephone (817) 878-3002

October 31, 1990

Mr. A.G. Morrison
General Chairman BLE
3910 South Georgia Street
Amarillo, Texas 79109-4837

Dear Mr. Morrison,

This has reference to Agreement signed this date concerning transfer of locomotive engineers, OPS BN 90- 11-1-90.

It was understood that on the former C&S and FW&D properties, where the Brotherhood of Locomotive Engineers represents firemen, employees transferring back to their original seniority district pursuant to the terms of Section 3, paragraph (c), would also reestablish their original firemen's seniority dates and be ranked on the firemen's roster according to their original rankings thereon.

Sincerely,

R. E. Cassity
Assistant Vice President
Labor Relations

Acknowledged:

cc: Mr. W.C. Keppen
General Chairman BLE
333-On-Sibley Street
Suite 410
Saint Paul, Minnesota 55101

cc: Mr. W.C. Walpert
General Chairman BLE
3433 South Campbell
Suite O
Springfield, Missouri 65807

OPS 23-01

LETTER OF UNDERSTANDING

between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and

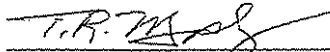
BURLINGTON NORTHERN SANTA FE RAILROAD COMPANY

Engineers wishing to transfer by privilege under Section 2 of the November 1, 1990 Transfer Agreement will make application to the BLE General Committee of Adjustment under whose agreement they are working. The BLE General Committee of Adjustment will forward this request to the Carrier Officer designated to receive said transfer request.

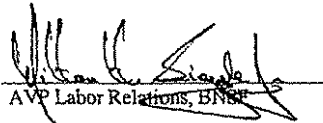
Before employees may transfer under this Section of the agreement, the transfers must be authorized by the Carrier, in writing, specifying the effective date of the transfers and the seniority districts involved in the transfer. The involved General Committees of Adjustment will be provided copy of this written authorization prior to the involved employee being allowed to transfer.

Signed this 20th day of March, 2001, in Ft. Worth Texas.


General Chairman, C&S, FW&D, JTD


General Chairman, SLSF


General Chairman, CB&O, GN, NP, SP&S


AVP Labor Relations, BNSF

LETTER OF UNDERSTANDING

between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and

BURLINGTON NORTHERN SANTA FE RAILROAD COMPANY

This understanding is to clarify and confirm existing applications of the following Sections of OPS 3-90, 11/1/90 Transfer Agreement.

Although Section 3(a) of the Agreement contemplates that an engineer transferring under the conditions of the Agreement will relinquish his seniority on the district from which transferring, Section 3(c) retains and protects this same seniority in the event an engineer transfers back to his original district under the terms of the Agreement. To confirm our existing application of these two Sections of the Agreement, it is understood that by utilizing new software recently implemented in TSS (and/or any other Crew Calling Computer System utilized) Engineers will not be required to relinquish seniority as noted in Section 3(a). Rather this seniority will be "inactivated" in TSS upon transfer and activation of engineer seniority on a new district and will remain inactivated until such time that a transfer back to the original district is accomplished under the terms of the agreement. This method of inactivating seniority will only apply to seniority on the original seniority district on which an engineer first established engineer seniority. Engineers transferring a second time to a third and separate district will relinquish all rights to engineer seniority on any district other than the original district on which engineer seniority was first established.

This will also confirm our understanding that transfers under Section 2, "Transfer by Privilege" do not require that the transferring engineers be able to hold service as an engineer on the district transferring too in order to be approved. Transfers under this Section are allowed at the sole discretion of the Carrier and engineers so allowed to transfer will be added to the new engineer seniority district on the effective date of the transfer as specified in our Understanding of March 20, 2001 (OPS 23-01). Engineer seniority on the original district on which the employee established engineer seniority will be inactivated on this same date, as described above, while engineer seniority on any other districts will be relinquished.

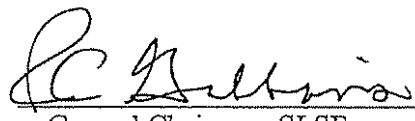
This will also confirm our current application of Section 3(d) of the Agreement. It is understood that Section 3(d) applies to all transfers to new districts when the date established on the new district is the same. For example, if five (5) engineers transfer to a new district and establish November 1, 1990 as a engineer seniority date on the new district, these engineers will be ranked as a group on the new district by their earliest date of hire with the company (continuous employment), the employee with the earliest date of hire being ranked ahead of the others. If the earliest date of hire is the same, the oldest employee in attained age will be ranked first.

In the event there are already engineers on the involved seniority district who originally established their engineer seniority on that district in the usual fashion, transferring engineers will be ranked following these engineers pursuant to Section 3(b) of the Agreement but will be ranked as group of transferring engineers as described in the preceding paragraph.

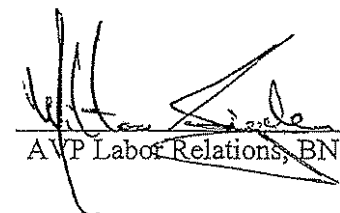
To clarify our current application of the language in Section 1, "Transfer by Right" of the Agreement, the following will apply. This Section grants transfer rights to those employees who are unable to hold any position in train, yard or engine service on their "present district". Our understanding of November 17, 1998 established that the "present district" language of Section 1 applied to the train, yard and engine seniority districts as they existed or were defined in November 1990. This remains unchanged, however it is also understood that involved engineers will only be afforded rights under this Section when they are unable to hold such a position on these districts, as described in our November 17, 1998 understanding, on which their engineer seniority is currently activated as described in the first paragraph of this understanding.

Signed this 18th day of April, 2002, in Ft. Worth Texas.


General Chairman, C&S, FW &D, JTD


General Chairman, SLSF


General Chairman, CB&Q, GN, NP, SP&S


AWP Labor Relations, BNSF