

OPS 18.04

**Memorandum of Agreement
Between
The Burlington Northern and Santa Fe Railway Company
And
The Brotherhood of Locomotive Engineers**

Pursuant to the National Work/Rest Guidelines and Principles, The Brotherhood of Locomotive Engineers (BLE) and The Burlington Northern Santa Fe Railroad (BNSF) have agreed to modify existing rules relative to beginning and ending times of scheduled vacation periods of seven days duration or more. This Agreement applies to all employees permanently assigned to unassigned pool freight service and road or combination road/yard extra boards at Gallup, New Mexico.

1. For scheduled vacation periods of seven days or more duration, such vacation period shall begin at 7:00 a.m. on the first day of the vacation period, and such vacation period shall end at 6:59 a.m. on the first day following the vacation period. Such employee will stand for service for any assignment with an on-duty time at or after 7:00 a.m. on the first day following the vacation period. Times herein are based on local railroad time for the involved location.

Example: A vacation period scheduled for Monday, January 1, through Sunday, January 7, will actually begin at 7:00 a.m. on Monday, January 1, and end at 6:59 a.m. on Monday, January 8.

2. An employee who extends a vacation of seven days or more for any reason will extend the 6:59 a.m. markup to the first 6:59 a.m. following the layoff. In other words, if an employee marks off the day following his vacation, he will be required to mark up at 6:59 a.m. the following day.
3. An employee who begins a vacation period while assigned to a guaranteed extra board covered by this agreement, and who reports for service at or before 6:59 a.m. on the day following the last day of compensated leave will have his guarantee calculated as though he had returned at midnight on the last day of authorized leave.

Example 1: An employee on an engineers' guaranteed extra board takes a week's vacation January 1 through January 7, and adds two personal leave days January 8 and 9. He contacts the crew caller at 10:00 p.m. on January 9, reporting himself available for service. That engineer will be marked to the extra board according to the applicable call times and stand for service starting at or after 7:00 a.m., January 10, and may be called for any assignment (for which he properly stands) with an on-duty time at or after 7:00 a.m. January 10. In computing his extra board guarantee, he will be treated as though he had returned at midnight, January 9. Thus, he will be eligible for guarantee compensation for January 10.

Example 2: The employee described above extends his vacation period by approved, uncompensated layoff on January 8 and 9. The employee contacts the crew caller at 10:00 p.m. on January 9, reporting himself available for service. That engineer will be marked to the extra board at 7:00 a.m. on January 10, and may be called for any assignment (for which he properly stands) with an on-duty time at or after 7:00 a.m., January 10. In computing his extra board guarantee, he will not be eligible for guarantee compensation on January 8 or 9, but will be eligible for guarantee compensation on January 10.

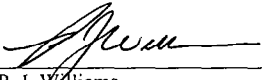
4. An employee subject to this agreement who is displaced while on vacation will not suffer a loss of guarantee for the day of markup as a result of being unavailable for service prior to 6:59 a.m. when he returns to service and places to a combination road/yard or a yard guaranteed extra board
5. Where local agreements permit an unassigned pool freight employee to mark up before the end of his vacation period in order to avoid losing time from his assignment, that employee will continue to be allowed to do so, provided that markup does not exceed 24-hours before the scheduled end of the vacation period.
6. The 6:59 a.m. markup provisions will apply to employees who start their vacation under this agreement. In all cases, the agreement controlling when the vacation starts will control when the vacation ends.
7. This Agreement modifies existing agreements only to the extent set forth herein, and all other schedule rules and agreements remain in effect.

This Agreement may be cancelled by mutual agreement between the parties during the first 60 days after implementation. Thereafter, this Agreement may be cancelled by either party serving at least ten (10) days' written notice on the other party.

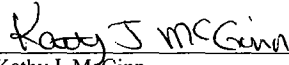
Signed this 9th day of January 2004 and effective on January 16, 2004.

For The Brotherhood of Locomotive
Engineers:

For The Burlington Northern and
Santa Fe Railway Company:



P. J. Williams
General Chairman



Kathy J. McGinn
Asst. Vice President, Labor Relations