

MEMORANDUM OF AGREEMENT

between

BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

and

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

Pursuant to the Carrier's notice dated August 19, 2005 to extend the present switching limits at Portland, OR/Vancouver, WA, in accordance with Article II of the May 13, 1971 BLE National Agreement, the parties agree to the following conditions:

Present General Switching Limits

East - MP 13.16 (Eavan)
North - MP 132 + 1260 (Vancouver Jct)
West - MP 2.13 (Portland)
South - Portland End of Track

New General Switching Limits

East - MP 14.8 (McLoughlin)
North - MP 120.0 (Ridgefield)
West - MP 2.13 (Portland)
South - Portland End of Track

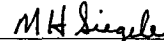
1. Each yard crew assignment will have a specified on and off duty point within the confines of the consolidated terminal. The designated on and off duty point will not be changed without 48 hours advanced written notice.
 - a) When an engineer is required to report for duty or relieved from duty at a point other than the fixed on and off duty point, the Carrier shall provide transportation for the engineer.
 - b) Suitable transportation includes Carrier owned or provided passenger-carrying motor vehicles or taxi.
2. The utilization of yard engineers to perform Hours of Service Relief and service to customers in road territory will continue to be measured from the switching limits as they existed on July 26, 1978, except by mutual agreement.
3. Engineers in road service will continue to operate in the same manner; however; they will now be able to get or leave their trains at any location within the new limits of the terminal with the additional mileage added to their trip. A CA Code will be developed for the payment of the additional miles run in delivering their train where final yarding occurs.
4. Engineers will receive their normal mileage, plus any terminal lite miles for which they qualify.
5. This understanding, except as specifically stated herein, will not serve to modify, amend, nor otherwise supersede any applicable schedule rule or agreement.

6. This Agreement and the Side Letters will become null and void in the event the new switching limits cited herein are extended as the result of a future notice and/or consolidation.
7. This understanding will become effective on April 1, 2006, and will remain in effect subject to cancellation under the provisions of the Railway Labor Act, superseding any provisions of previous agreements to the contrary.

The Brotherhood of Locomotive
Engineers and Trainmen:


General Chairman BLET

Burlington Northern Santa Fe Railway Company:


M.H. Siegele, Jr.
AVP Labor Relations


R. L. Luther
General Director Labor Relations

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Milton H. Siegele
Assistant Vice President
Labor Relations

BNSF Railway Company
2600 Lou Menk Drive
P. O. Box 961030
Fort Worth, Texas 76161-0030
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Email: Milton.Siegele@BNSF.com

February 3, 2006

File: Portland/Vancouver
Extension General Switching Limits

Side Letter No. 1

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

Dear Mr. Pierce:

I am writing in connection with the Carrier's notice dated August 19, 2005, regarding the extension of the general switching limits at Portland, OR/Vancouver, WA pursuant to the provisions of Article II of the May 13, 1971 BLE National Agreement.

In connection with the extension of the general switching limits at Portland/Vancouver eastward to MP 14.8 at McLoughlin, WA and northward to MP 120.0 at Ridgefield, WA, the parties agreed to establish road switcher service at Portland/Vancouver to operate northward on the Seattle Subdivision utilizing the provisions of the BN-BLE Road Switcher Agreement dated April 14, 1988 except as modified herein.

The parties further agreed to the following provisions governing the road switcher assignments:

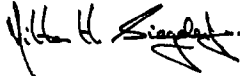
1. The limits of these road switcher assignments will be the consolidated Vancouver/Portland Terminal to MP 93 on the Seattle Subdivision.
2. Road switcher assignments may operate in any direction within the limits of their territorial boundaries, including into and out of, the terminal of Portland/Vancouver.

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3. In addition to their regular duties, these road switcher movements in the assigned road territory will include hours of service relief, shuttling trains to road territory from any location within the consolidated terminal, shuttling trains from road territory to any location within the consolidated terminal, or yarding trains received in road territory within the consolidated terminal on designated tracks, to include interchange.
4. These road switcher assignments will not be required nor allowed to perform yard service or yard transfer service within the consolidated terminal. However, these road switchers will be allowed to advance solid over the road trains within the limits of the consolidated terminal for outbound staging purposes only, to include over-the-road interchange.
5. The Carrier may call extra road switcher assignments on as needed basis due to its operational requirements. Extra road switcher assignments may perform all service outlined above similar to regularly assigned road switcher without penalty
6. The Carrier may call extra road switcher assignments at any time of the day except 12:01 a.m. to 5:01 a.m. These extra road switchers may perform all service outlined above similar to these regularly assigned road switchers. In the event extra road switchers are called for four (4) consecutive days, a permanent road switcher assignment will be bulletined and assigned to work.
7. The parties agree that relief road switcher assignments with varying start 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 extra board.

If the foregoing correctly describes our understanding, please signify your concurrence in the space provided below.

Sincerely,



AGREED:



D. R. Pierce
General Chairman BLET

BLET 2-3-06



Milton H. Siegle
Assistant Vice President
Labor Relations

BNSF Railway Company
2600 Lou Menk Drive
P. O. Box 961030
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February 3, 2006

File: Portland/Vancouver
Extension General Switching Limits

Side Letter No. 2

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

Dear Mr. Pierce:

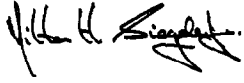
This refers to the Carrier's notice dated August 19, 2005, regarding the extension of the general switching limits at Portland, OR/Vancouver, WA pursuant to the provisions of Article II of the May 13, 1971 BLE National Agreement.

In connection with the extension of the general switching limits at Portland/Vancouver eastward to MP 14.8 at McLoughlin, WA and northward to MP 120.0 at Ridgefield, WA, the parties discussed the current operation of the Longview Local that operates southward toward Portland/Vancouver. Presently this assignment performs switching on the two (2) sidings located at Ridgefield, WA on cars to be handled back north toward Kalama, WA. After the general switching limits are extended to MP 120.0 to include Ridgefield, the parties agreed that the Longview Local will continue to perform this switching service at Ridgefield without penalty to any yard or road crew. It was further agreed that this switching service performed, without penalty, within the general switching limits is confined only to the Longview Local.

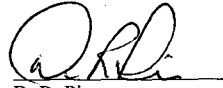
If the foregoing correctly describes our understanding, please signify your concurrence in the space provided below.

BLET 2-3-06

Sincerely,



AGREED:



D. R. Pierce
General Chairman BLET

BLET 2-3-06



Milton H. Siegele
Assistant Vice President
Labor Relations

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2600 Lou Menk Drive
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File: Portland/Vancouver
Extension General Switching Limits

Side Letter No. 3

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

Dear Mr. Pierce:

This refers to the Carrier's notice dated August 19, 2005, regarding the extension of the general switching limits at Portland, OR/Vancouver, WA pursuant to the provisions of Article II of the May 13, 1971 BLE National Agreement.

In connection with the extension of the general switching limits at Portland/Vancouver eastward to MP 14.8 at McLoughlin, WA and northward to MP 120.0 at Ridgefield, WA, the parties discussed the pending construction of a new grain yard facility to be built near Woodland, WA, just outside the new limits of the Portland/Vancouver Terminal on the Seattle Subdivision. The parties agreed that upon completion of this new grain yard at Woodland, it would be permissible to utilize Portland/Vancouver-Pasco ID engineers to operate to and from the grain yard through Portland/Vancouver in order to service this facility. It was further agreed that when these ID engineers operate to and from the grain yard at Woodland, they will be allowed actual miles run.

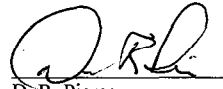
If the foregoing correctly describes our understanding, please signify your concurrence in the space provided below.

BLET 2-3-06

Sincerely,



AGREED:



D. R. Pierce
General Chairman BLET

BLET 2-3-06



Milton H. Siegele
Assistant Vice President
Labor Relations

BNSF Railway Company
2600 Lou Menk Drive
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File: Portland/Vancouver
Extension General Switching Limits

Side Letter No. 4

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

Dear Mr. Pierce:

This refers to the Carrier's notice dated August 19, 2005, regarding the extension of the general switching limits at Portland, OR/Vancouver, WA pursuant to the provisions of Article II of the May 13, 1971 BLE National Agreement.

In connection with the extension of the general switching limits at Portland/Vancouver eastward to MP 14.8 at McLoughlin, WA and northward to MP 120.0 at Ridgefield, WA, the parties agreed to establish road switcher service at Portland/Vancouver to operate northward on the Seattle Subdivision utilizing the provisions of the BLE/BN Labor Agreement BN 4-14-88, OPS 1-88, including the March 31, 1988 side letter.

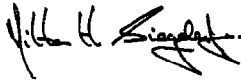
Rates of Pay for these Road Switchers will be as follows; Road Switcher rates of pay in effect for engineers on former NP territory working under BLE/BN Labor Agreement BN 4-14-88, OPS 1-88 (5 Day Yard Rate) will be increased by 12.5%. All permanent General Wage Increases and COLA increases found in the December 16, 2003 and subsequent BLE National or On Property Agreements will be applied to these rates in the same manner prescribed for a typical GWI or COLA.. These road switcher assignments will also be allowed a payment of thirty (30) minutes at the new working rate in lieu of eating. Crews will be expected to carry a lunch and the Carrier will not be obligated to provide a road meal, however, the 30 minutes will be payable whether the crew is instructed to take a road meal or not.

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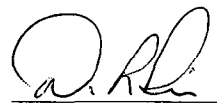
In addition, pursuant to Article 8 of BLE/BN Labor Agreement BN 4-14-88, OPS 1-88, when it is decided that an assignment is to be annulled for more than two (2) consecutive bulletined working days, because of an Act of Providence as described in Article 8, if requested by the incumbent engineer, the assignment will be abolished and the incumbent engineer will be allowed to exercise their seniority in accordance with prevailing schedule rules and agreements.

If the foregoing correctly describes our understanding, please signify your concurrence in the space provided below.

Sincerely,



AGREED:



D. R. Pierce
General Chairman BLET

BLET 2-3-06