

# MEMORANDUM OF AGREEMENT

between

**BNSF RAILWAY COMPANY**

and

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**

Pursuant to the Carrier's notice dated December 4, 2007 to extend the present switching limits at Hastings, NE, in accordance with Article II of the May 13, 1971 BLE National Agreement, the parties agree to the following conditions:

Present General Switching Limit

New General Switching Limit

South

MP 1.1

South

MP 8.0

1. Engineers working in this service will have a fixed point for going on and off duty. The Carrier may change the fixed point by giving a ten (10) day written notice to the Local Chairman.
  - A. When Engineers are required to report for duty or are relieved from duty at a point other than the fixed on and off duty point for the service established hereunder, the Carrier shall authorize and provide transportation for the engineer.
  - B. Suitable transportation includes Carrier owned or provided passenger-carrying motor vehicles or taxi.
2. The utilization of yard crews 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 will receive their normal mileage plus any terminal lite miles for which they qualify.
  - A. To reflect these terminal miles, the Lincoln/McCook and McCook/Lincoln trip rates will be increased by four (4) through freight over-miles on the effective date of this agreement, subject to all future wage increases and COLAs. This payment covers any claim for additional terminal lite miles and terminal yard miles for engineers working in this Lincoln/McCook and McCook/Lincoln trip rate pool service.
4. Engineers exceeding the mileage in a basic day will qualify for terminal yard miles when traversing beyond the center of yard (center of yard will remain MP 156.3) for which they

qualify. Final terminal delay computation shall commence at the recognized point.

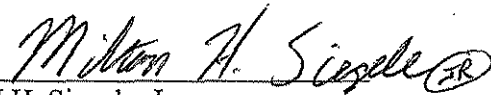
This understanding, except as specifically stated herein, will not serve to modify, amend, nor otherwise supersede any applicable schedule rule or agreement and will become effective on October 15<sup>th</sup>, 2008, and will remain in effect subject to cancellation under the provisions of the Railway Labor Act, superseding any provisions of previous agreements to the contrary.

Brotherhood of Locomotive  
Engineers and Trainmen

BNSF Railway Company



M.O. Wilson  
General Chairman



M.H. Siegele, Jr.  
AVP Labor Relations