

**Memorandum of Agreement
between
Brotherhood of Locomotive Engineers and Trainmen
and the
Burlington Northern Santa Fe Railway Co.**

The parties acknowledge the need to address promotional responsibility to engine service at the locations that LETP classes are assigned. In that resolve, this agreement will establish parameters addressing those needs. Additionally, the parties recognize that employees need to understand their obligations and responsibilities to engineer seniority. Accordingly, those demoted engineers who entered LETP after January 1, 2005 will be required to protect their engine seniority at the location where they entered the LETP Class for 3 years from the date of promotion as described herein. This application will be referred to as "primary recall".

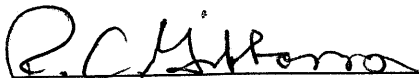
1. In the event an engineer permanent assignment goes "no-bid" in accordance with the working schedules of the respective former roads, the junior demoted engineer at the location of the "no-bid" assignment will first be force assigned, if none, the junior demoted engineer at the supply point location or in the zone of the assignment will be force assigned.
2. If none, demoted engineers standing for "primary recall" shall be force assigned to the "no-bid" position ahead of other demoted engineers. This force assignment of the engineers standing for this "primary recall" will be accomplished by force assigning the junior demoted engineer standing for primary recall to the involved location who is assigned at the closest point by highway miles.
3. If none, the existing rules governing force assignment to assignments on the former BN Northlines, C&S, FWD, JTD and ATSF will continue to apply as currently described by the specific agreements governing force assignments to the respective former properties. For assignments on the former SLSF, the junior demoted engineer that does not stand for primary recall to the involved location will be force assigned from the closest point by highway mile, unless modified and/or amended by subsequent agreement(s).
4. The methodology for ascertaining the mileage between these locations for the purpose of force assigning will initially be accomplished by using an agreed upon method.
5. This agreement shall not be construed as changing or amending existing schedule rules, agreements or understandings with the Brotherhood of Locomotive Engineers and Trainmen, except as it is necessary to make the provisions of those schedule rules, agreements or understandings conform with this agreement. If there is any


conflict between an existing schedule rule, agreement and/or understanding and a provision of this agreement, the provisions of this agreement shall apply.

This agreement shall become effective on March 15, 2005, and shall continue in effect in accordance with the provisions of the Railway Labor Act, as amended.

For the Organization:


BLET General Chairman


BLET General Chairman


BLET General Chairman


BLET General Chairman

For the Carrier:


General Director-Labor Relations


General Director-Labor Relations

BNSF



MILTON SIEGELE
Assistant Vice President - Labor Relations

**The Burlington Northern
and Santa Fe Railway Company**

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level - OOB
Fort Worth, TX 76131-2830
Phone: 817-352-1020
Fax: 817-352-7319

March 3, 2005

BLET Side Letter - 1

Mr. Dennis Pierce
General Chairman, BLET
801 Cherry St., Ste 1010 Unit 8
Fort Worth, TX 76102

Mr. Pat Williams
General Chairman, BLET
509 SW Wilshire Blvd., Ste D
Burleson, TX 76028

Mr. Rick Gibbons
General Chairman, BLET
5040 S. Harmony
Rogersville, MO 65742

Mr. Austin Morrison
General Chairman, BLET
7637 Canyon Dr.
Amarillo, TX 79110

Gentlemen:

This is to acknowledge our recent discussions regarding force assigning engineers to protect their engine seniority at a location more than 50 miles from the location assigned as a demoted engineer. Both parties understand the importance of affording employees the opportunity to secure rest and prepare for their tour of duty.

With that resolve, the carrier will allow force assigned engineers to utilize existing contracted lodging facilities at the location provided that rooms are available, for a maximum of 60 days.

At those locations where there are no contract lodging facilities, the carrier will make every effort to arrange for similar accommodations.

Those employees wishing to secure accommodations under these provisions will be afforded an opportunity to make arrangements with the Carrier Designated Officer at the time of need. All pertinent information will be exchanged at this time.

Sincerely,

Milton H. Siegel, Jr.

BLET General Chairman

BLET General Chairman

BLET General Chairman

BLET General Chairman

BNSF



MILTON SIEGELE
Assistant Vice President - Labor Relations

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BLET Side Letter - 2

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General Chairman, BLET
5040 S. Harmony
Rogersville, MO 65742

Mr. Austin Morrison
General Chairman, BLET
7637 Canyon Dr.
Amarillo, TX 79110


Gentlemen:

This is to acknowledge our recent discussions regarding "primary recall" for demoted engineers. During our discussions it was understood that the "force assignment" provisions found in Section 1 of the agreement would not add to or subtract from the promotional responsibilities of engineers who are "prior righted" under existing agreements.

It was also understood that the application of Section 1 will not affect the "Zone" specific application of ebb and flow and currently in place at locations where there are multiple zones. When the individual zones are exhausted of demoted engineers at these locations, Section 2 will then be applicable.

Sincerely,

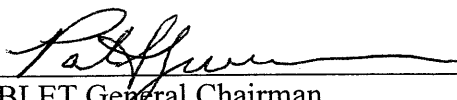
Milton H. Siegele / 625
Milton H. Siegele, Jr.



BLET General Chairman



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BNSF



MILTON SIEGELE
Assistant Vice President - Labor Relations

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BLET Side Letter - 3

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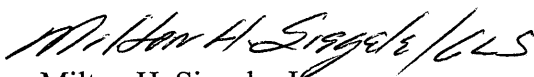
Mr. Austin Morrison
General Chairman, BLET
7637 Canyon Dr.
Amarillo, TX 79110

Gentlemen:

This is to acknowledge our recent discussions regarding "primary recall" for demoted engineers. Included in our discussion was the force assignment of *junior* engineers to protect their engine seniority. Both parties understand the need for these demoted engineers to be able to bid and be awarded the same assignments that they stand to protect by force assignment.

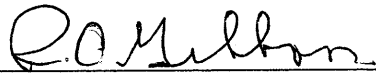
Accordingly, it is understood that all engineers holding seniority on an engineer's seniority district will be allowed to access engineer bulletins, permanent bids and/or standing bids for engineer assignments. The senior applicant applying for any permanent vacancy will be awarded the open assignment. If no engineers holding seniority on the involved seniority district bid on the vacant position, the force assignment provisions of the "primary recall" agreement will apply.

Sincerely,

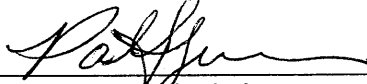

Milton H. Siegele, Jr.



BLET General Chairman



BLET General Chairman



BLET General Chairman



BLET General Chairman