

Side Letter #1

Re: Employees approaching the hourly caps imposed by RSIA

During the discussions giving rise to the agreement signed this date, we discussed the handling of employees who were at or nearing the time thresholds (applicable to either "limbo" time or monthly time on duty) imposed by RSIA.

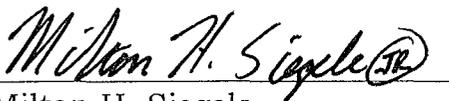
The RSIA provides that a train employee may not "remain on duty, go on duty, wait for deadhead transportation, be in deadhead transportation from a duty assignment to the place of final release, or be in any other mandatory service for the carrier in any calendar month where the employee has spent a total of 276 hours on duty, waiting for deadhead transportation, in deadhead transportation from a duty assignment to the place of final release, or in any other mandatory service for the carrier."

We agreed that employees at or near the limbo time threshold (30/40), and who have enough time to work under the monthly time threshold (276), shall continue to be called for their assigned service.

We also agreed that employees nearing their monthly time threshold (276) shall be called or allowed to work their assigned service if there is a reasonable expectation that the employee will be able to complete the service (meaning a full round trip in freight service if being called at the home terminal) within their remaining hours. The determination of having sufficient time to perform service shall be based upon the average time necessary to complete the service during the previous calendar month. Employees having 252 hours or less shall always be considered as having sufficient time to complete the service.

In the event an employee is not called to perform the service due to the determination that the individual lacked sufficient time to complete the service, and it is ultimately determined that the employee had sufficient time remaining in order to complete the service, then the employee not called shall be "made whole" to earnings lost.

Agreed:



Milton H. Siegele
AVP Labor Relations



Steve Green
General Chairman UTU

Side Letter #2

Re: Savings clauses

During our discussions giving rise to the agreement signed this date, the parties agreed that certain items such as offsets of extra board guarantees, pool guarantees, and protective benefits due to the additional required time off in accordance with RSIA would be covered by the savings clause(s) found in Attachment A, Section 6 and Attachment B, Section 7.

Agreed:



Milton H. Siegele
AVP Labor Relations



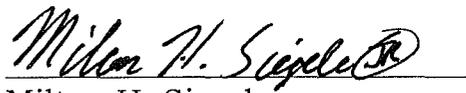
Steve Green
General Chairman UTU

Side Letter #3

Re: RSIA Waivers

During the discussions giving rise to the agreement signed this date, BNSF agreed that it would work jointly with you to seek RSIA waivers to establish 6/1 assignments in both road and yard service where such a waiver made sense to both parties.

Agreed:



Milton H. Siegele
AVP Labor Relations



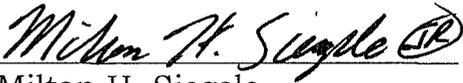
Steve Green
General Chairman UTU

Side Letter #4

Re: Changing an employee's work/rest cycle

During our discussions giving rise to the agreement signed this date, we discussed circumstances where the rest-cycle of a conductor can be changed due to either the pool/board being reduced/increased or a conductor returning from vacation. We recognized that changing a conductor's rest-cycle can have implications that are contrary to the intent of rest-cycle pool/board, meaning that conductors cannot really have forecastable time off if a pool reduction/increase or a conductor returning from vacation changes that conductor's anticipated rest-cycle. We agreed that this situation needs attention and committed to jointly work toward a solution.

Agreed:


Milton H. Siegele
AVP Labor Relations


Steve Green
General Chairman UTU

Side Letter #5

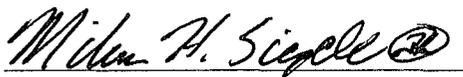
Re: Maintaining the work/rest cycle

During our discussions of this proposed agreement, there was some concern with the language of Section 1.1.2 of both Attachments "A" and "B," that reads:

In the event the employee's turn is either in active service or at the away-from-home terminal, the employee shall be placed to the bottom of the Board and shall assume the work/rest cycle of the turn. When the turn arrives back at the home terminal it shall be removed from this pool.

The concern is that a conductor returning from a rest-cycle whose turn is out of town may have his or her rest-cycle changed. That is not the case. The conductor will retain the same rest-cycle. The language Section 1.1.2 is addressing a case where that conductor's turn is either in active service or at the away-from-home terminal when s/he marks up. In that case, the conductor would be placed to the bottom of the board with the same rest-cycle, and when his or her regular turn returns to the home terminal it is to be removed from the pool.

Agreed:


Milton H. Siegele
AVP Labor Relations


Steve Green
General Chairman UTU

Side Letter #6

Re: RSIA Implementation Proposal

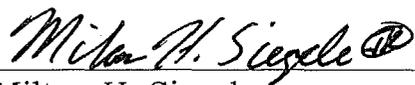
During our discussions of the above captioned matter, the Organization expressed concerns about the provisions of Article 6 and its effect on existing Agreement Rules governing assigned local service.

It was agreed that the parties' concurrence, reflected in the RSIA Implementing Agreement, would be without prejudice to either parties' position. One position in particular is the Organization's position that existing Agreement Rules governing assigned local service (i.e., the ability to assign service to operate six days per week) were unaffected by the implementation of the RSIA of 2008, and the Organization's right to pursue the issue to arbitration was preserved.

It was further agreed that the validity of time claims submitted account assigned locals bulletined and/or worked less than 6 days per week, with a date of occurrence before the effective date of the RSIA Implementing Agreement, is unaltered by the Organization's acceptance of the Agreement.

If the above correctly recites our discussions, please indicate by affixing your signature in the space provided below.

Agreed:



Milton H. Siegele
AVP Labor Relations



Steve Green
General Chairman UTU

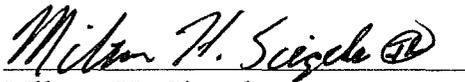
Side Letter #7

Re: Moving vacation to coincide with a rest cycle

This is to confirm our discussion that Paragraph 5 of Attachment A and Paragraph 6 of Attachment B, regarding the ability to adjust the start of the employee's vacation, of seven days or more, to begin upon the expiration of the rest cycle, will not apply until Crew Support has programming in place. BNSF will notify the General Chairman when programming is in place and we anticipate that will be within three months of the effective date of this agreement.

If the above correctly recites our discussions, please indicate by affixing your signature in the space provided below.

Agreed:



Milton H. Siegele
AVP Labor Relations



Steve Green
General Chairman UTU

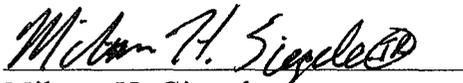
Side Letter #8

Re: Modification to the 7 a.m. Markup Agreement

This is to confirm our discussion of the 7:00 a.m. markup agreement and the conflict with the 9:00 a.m. markup/mark off provisions in this agreement. Therefore, we agreed to modify the 7:00 a.m. Markup Agreement to read 9:00 a.m. on all properties governed by your committee.

If the above correctly recites our discussions, please indicate by affixing your signature in the space provided below.

Agreed:



Milton H. Siegele
AVP Labor Relations



Steve Green
General Chairman UTU

Side Letter #9

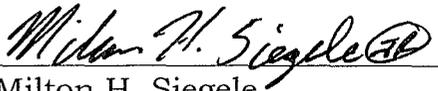
Re: Application of this agreement

This will confirm our discussion of the potential problems attempting to apply this agreement to pools governed by more than one agreement. As an example, we discussed the South Coal Pool (Amarillo – Trinidad/La Junta) as it contains former FWD designated turns and former ATSF designated turns.

Therefore, we agreed that this agreement will only apply to pools where all General Chairmen with jurisdiction have ratified the RSIA Agreement. And, in applying the work/rest language in Attachments A and B, all General Chairmen involved would have to concur. Applying this understanding to the above mentioned example, we would not apply this Agreement to the South Coal Pool as the former ATSF committee has not yet ratified the RSIA Agreement.

If the above correctly recites our discussions, please indicate by affixing your signature in the space provided below.

Agreed:



Milton H. Siegele
AVP Labor Relations



Steve Green
General Chairman UTU