

MEMORANDUM OF UNDERSTANDING

between

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN
GENERAL COMMITTEE OF ADJUSTMENT
(former CB&Q)**

and

**THE UNITED TRANSPORTATION UNION
GENERAL COMMITTEE OF ADJUSTMENT
(former CB&Q)**

and

BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

In consideration of pending disputes between the parties signatory hereto concerning their rights to appeal claims on behalf of members of either of the two Organizations and employees of the Carrier, it is the intent of the parties to resolve such disputes and eliminate and/or preclude implementation of any agreement between Burlington Northern Santa Fe and either BLE or UTU which require payment of a fee or dues for maintenance or accumulation of seniority in Engine or Train (ground) service, and; to provide the right for representatives of both Organizations to appeal and pursue claims on behalf of their respective members. THEREFORE, IT IS UNDERSTOOD:

1. This understanding recognizes the right of Local and General Chairmen of the United Transportation Union (UTU) to appeal claims on behalf of Engineers who are members of the UTU, and the right of Local and General Chairmen of the Brotherhood of Locomotive Engineers (BLE) to appeal claims on behalf of firemen, hostlers and ground service employees consistent with the respective agreements governing such appeals.

(a). No claim arising while working in a craft or class represented by the BLE may be submitted to arbitration on behalf of an individual(s) by other than the BLE General Chairman without the BLE General Chairman first being given opportunity to submit, in writing, the interpretation of BLE rule(s) in evidence.

(b). No claim arising while working in a craft or class represented by the UTU may be submitted to arbitration on behalf of an individual(s) by other than the UTU General Chairman without the UTU General Chairman first being given opportunity to submit, in writing, the interpretation of UTU rule(s) in evidence.

2. Claims for employees working under BLE agreements/schedules must be submitted only by the claimant or a BLE Local Chairman. Claims for employees working under the UTU agreements/schedules must be submitted only by the claimant or a UTU Local Chairman. Claims submitted on a joint time slip by any member of a single crew on behalf of other members of that crew will be considered the same as if submitted by an individual claimant.

3. (a) The Burlington Northern Santa Fe and BLE General Chairmen signatory hereto agree that no agreement will be entered into between these named parties which will deny the rights of UTU to appeal and handle claims for engineers to the extent specifically provided herein.

(b) The Burlington Northern Santa Fe and UTU General Chairmen signatory hereto agree that no agreement will be entered into between these named parties which will deny the rights of BLE to appeal and handle claims for firemen, hostlers, and ground service employees to the extent specifically provided herein.

4. Burlington Northern Santa Fe and the UTU and BLE General Chairmen signatory hereto agree that no agreement will be entered into between any of these named parties which will require any member of one of these Organizations to pay dues or fees to the other Organization for the purpose of maintaining or accumulating seniority in a craft or class represented by that Organization.

NOTE: This does not preclude UTU or BLE from entering into agreements which require an individual accepting an official position with the Carrier to pay dues or fees to either UTU or BLE, or both, for the purpose of continuing to maintain and/or accumulate seniority in the craft(s) represented by them, respectively.

This understanding signed this 15th day of April, 2004 will be effective on April, 2004 and will not be changed or canceled except in accordance with the provisions of the Railway Labor Act, as amended, or by mutual concurrence of the parties signatory hereto.

FOR THE CARRIER:

M. H. Seagle / pas
Assistant Vice President-Labor Relations

FOR THE ORGANIZATIONS:

[Signature]
General Chairman-BLET

[Signature]
General Chairman-UTU