

MEMORANDUM OF AGREEMENT

Between

The BNSF Railway Company

And

The United Transportation Union (former CB&Q)

Section A -- 7 A. M. Markup

1. The parties have agreed to modify existing rules relative to beginning and ending times of all absences in assigned and unassigned road service that, under current rules, are scheduled to begin and end at midnight.
2. After the effective date of this Agreement, any such absence that previously began and ended at midnight will instead begin at 7:00 a.m. and expire at 6:59 a.m. on the first day following the period of authorized absence. Employees will be removed from and returned to the board based on advance calling times for the terminal.
 - a. Example: The calling time for Terminal A is 90 minutes. Employees taking a single day vacation will be removed from the board at 5:30 a.m. so they are not called for an assignment at 7:00 a.m. or later and will return to the board the following day at 5:30 a.m. so they are available for calls at 7:00 a.m. or later.
3. An employee who extends the layoff for any reason will extend the 6:59 a.m. markup to the first 6:59 a.m. following the layoff. This does not preclude an employee from marking up early.
4. Awarding bids and displacements that were previously scheduled to take place at midnight will now occur at 7:00 a.m. Note: this does not include nor modify the road to yard or yard to road movements provided for in Implementing Agreement No. 7.

5. Agreements that permit an employee to mark up early after a vacation period of seven days or more will remain in effect, provided that markup does not exceed 24-hours before the scheduled end of the vacation period.
6. The 6:59 a.m. markup provisions will apply to employees who start their vacation under this agreement. In all cases, the agreement controlling when the vacation starts will control when the vacation ends.

Section B – Personal Leave Days

1. All provisions of the 1980 Crew Consist Agreement covering qualification for and use of personal leave days will remain in tact, with the following exceptions:
 - a. Any personal leave days not used during the current year or days carried over from previous years will be automatically carried over to the next year up to a maximum of sixty days (Carry Over Days).
 - i. Personal leave days will no longer have to be requested and refused before they are carried over to the next year.
 - ii. Employees can elect to observe the current year days or carry over days or a combination of the two.
 - iii. Accumulated or “ Banked ” personal leave days provided in the 1980 Crew Consist Agreement, will become “ Carry Over ” days on the effective date of this Agreement and all provisions of this Section B will apply.
 - iv. The May 1 deadline for use of Carry Over Days described in Article 20 of the Crew Consist Agreement will no longer apply.
 - v. Employees participating in the Locomotive Engineer Training Program (LETP) at the end of the calendar year will automatically Carry Over any unused personal leave days they would otherwise be eligible for in ground service.
 - b. An employee may elect to receive payment for part or all carry-over days in the account. Payment for each carry-over day will be one basic day at the rate of the last service

performed.

- c. Personal leave day(s) can be scheduled and allowed to start on other than a work day.
- d. If an employee resigns, retires, dies or is dismissed from service, the number of personal leave days in the account will be payable to the employee or the employee' s estate.

Section C -- No Call Agreement

1. Road and yard service employees will have the option of protecting, or not protecting, emergency extra service.
2. Remaining in the calling order for emergency extra service requires no action on the employee' s behalf and the employee will remain in the established calling orders until Crew Support receives notification under the provisions of Section 5 of the Agreement.
3. Employees who elect to protect emergency extra service will continue to receive calls for extra service in compliance with their schedule agreements.
4. Failure to protect calls for emergency extra service will not result in discipline.
5. Employees who take the option to not protect emergency extra service will notify the Crew Support Center electronically through the Voice Response Unit (VRU) or their telephone maintenance screen. The option selected will remain in effect until changed by the employee.
6. Employees who elect to not protect emergency extra service will forfeit all rights to claims or penalties for not receiving extra service calls.
7. This Agreement does not apply to employees assigned to extra boards, demoted engineers standing for emergency service as an engineer, temporary transfers, reserve boards, activities employees must perform to maintain service qualifications.

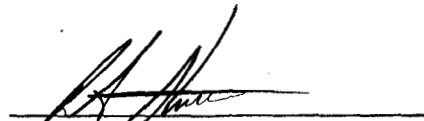
Section D – Automatic Markup

1. When a trainman is off work for any reason, e.g., layoff for personal business, observance of an annual leave day, vacation, sickness, sickness in family, or bereavement, the trainman will be automatically marked up and expected to be available for service at the end of the layoff period unless additional time off is procured.

Section E – General Information

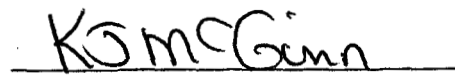
1. This Agreement modifies existing agreements only to the extent set forth herein, and all other schedule rules and agreements remain in effect.
2. In the event different versions of the No Call or 7 AM Markup Sections of this Agreement become available, the parties will meet within 30-days to review and modify the provisions, where applicable.
3. This Agreement is effective December 21, 2007. The No Call and 7 AM Markup (Sections A and C) will be implemented on January 4, 2008.

For the United Transportation Union:

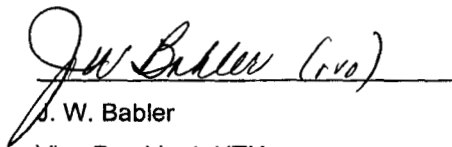


R. S. Knutson
General Chairman

For the BNSF Railway Company:



K. J. McGinn
Asst. Vice President, Labor Relations



J. W. Babler
Vice President, UTU

December 21, 2007

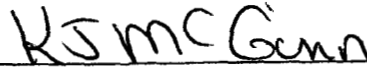
Side Letter No. 1

(7 AM Markup/PL Days/No Call Agreement/Auto Markup)

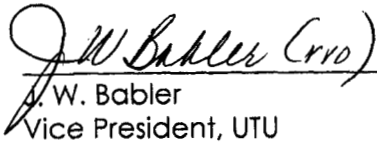
During the parties' discussion, the Organization expressed concern with whether or not Section C of the agreement provided adequate protection for employees observing scheduled time off. In an effort to clarify this matter, it was therefore agreed that employees in road or yard service (regular or extra) observing their scheduled rest cycle or rest day(s) would not be subject to call unless they have voluntarily requested consideration for extra service under existing agreements.



R. S. Knutson
General Chairman



K. J. McGinn
Asst. Vice President, Labor Relations



J. W. Babler
Vice President, UTU