

MEMORANDUM OF AGREEMENT  
Between  
BNSF RAILWAY  
And  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

The intent of this agreement is to create locomotive engineer "Mentors" at locations where the BNSF General Manager and the BLET Division holding jurisdiction at that location have agreed to assign engineer Mentors. These mentors may provide a variety of services to both parties by allowing selected engineer mentors to facilitate training, trouble shooting, applications involving train handling, familiarization of territory, locomotive equipment and new technologies.

Article 1. - Selection

A. At locations where BNSF desires to assign engineer mentors, the General Manager (or his designee) will meet with the BLET Local Chairman holding jurisdiction (or his designee) to determine if BLET is agreeable to establish mentor positions at that location. Where the parties mutually agree to establish mentors, the BLET Local Chairman will provide the Carrier with the names of the engineers selected by the BLET Division to fill the required positions.

B. In the event the Carrier takes exception to Organization's selection(s), the General Manager (or his designee) will meet with the BLET Local Chairman (or his designee) to discuss an alternate selection for the position.

C. Where the local parties are unable to reach concurrence on selection of engineer mentors, the Regional Vice President (or his designee) will meet with the BLET General Chairman (or his designee) to resolve the dispute. If these parties are unable to reach concurrence on the selection of engineer mentors, then no engineer mentors will be assigned at the involved location.

D. The steps described above will also be followed in the event that either party wishes to remove or replace an engineer mentor or if the Carrier wishes to add additional mentors. When either local party desires to discontinue the assignment of mentors at a specific location, they will provide ten (10) days local notice of that desire.

Article 2.- Compensation

A. A full-time Mentor will be paid on a salary basis, ensuring that he/she experiences no loss of earnings compared to what he/she earned in scheduled service during his/her highest paid six months of the previous calendar year. Lump sum payments and any other unusual payments received during that six months shall be approximately factored into his/her salary to prevent any windfall either to the employee or the company. Service as a Mentor shall not deprive the employee of any element of compensation he/she would have received had he/she remained in typical scheduled service. All normal employment benefits which the employee would have received will remain in place on the same basis. Full-time Mentors will be reimbursed for necessary business expense consistent with BNSF's policy.

B. Engineer Mentors will be entitled to use all time worked on his/her assignment towards qualification for Personal Leave Days and Vacation or any other qualification requirement and will be entitled to observe Personal Leave Days, Holidays and Vacation as if working in the engineer's quota. Engineer Mentors will also be considered as if working in the engineers quota for all aspects not specifically addressed in this agreement.

Article 3 .-Duties

A. The duties of the engineer mentors assigned under the terms of this agreement will be consistent with the goals and principles set forth in the preamble.

B. Engineer Mentors will not be called to testify or otherwise furnish evidence of any kind in any formal investigation or other disciplinary proceeding involving charges against an employee. Engineer Mentors will not participate nor be involved in efficiency testing or operations testing of other employees

C. In the event that a dispute arises concerning the duties of an Engineer Mentor and the local parties are unable to resolve it, the BLET General Chairman (or his designee) may request a conference with the Regional Vice President (or his designee).

#### Article 4. - Savings Clause

A. This Agreement is made without prejudice to the position of either party and shall not serve as a precedent concerning the interpretation or application of any agreement, nor shall this Agreement be cited as suggesting intent or acquiescence concerning principles that may be or could become subjects for negotiations in another forum.

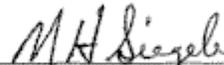
This Agreement will become effective NOVEMBER 14, 2007 and will continue in effect thereafter subject to a ten (10) day cancellation notice served by either party upon the other.

For:  
The Brotherhood of Locomotive Engineers  
And Trainmen



Dennis Pierce  
General Chairman BLET

For:  
BNSF Railway



Milton Siegel  
AVP-Labor Relations



Randy Luther  
General Director-Labor Relations

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Milton H. Siegele  
Assistant Vice President  
Labor Relations

BNSF Railway Company  
2600 Lou Menk Drive  
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November 14, 2007  
Mr. D. R. Pierce  
General Chairman BLET  
801 Cherry Street, Suite 1010  
Ft. Worth, TX 76102

Side Letter No. 1

Dear Mr. Pierce:

This is in reference to our proposed agreement establishing engineer mentors. It is understood that in certain applications, BNSF may request that engineer mentors be assigned on an operating Division basis, rather than on the location specific basis described in our Agreement.

In the event a General Manager desires to assign engineer mentors to cover more territory than is included in a single BLET Local Chairmen's jurisdiction, the General Manager (or his designee) will meet with each BLET Local Chairman (or his designee) having jurisdiction for the territories to be included in the assignment. Where the involved BLET Local Chairmen mutually agree to establish mentors in this fashion, "Division" mentors will then be assigned to work only in territories under the jurisdiction of those BLET Local Chairmen who have so agreed.

In the selection of these "Division" mentors, those BLET Local Chairmen who have agreed to establish Division mentors will provide the Carrier with the names of the engineers jointly selected by the BLET to fill the required positions. In the event the BLET Local Chairmen are unable to concur on the BLET "Division" selection, or if the Carrier takes exception to the BLET "Division" selection, the dispute resolution process in Article 1 of the Agreement will govern. If the involved territory falls under the jurisdiction of more than one BLET General Chairmen, all affected and participating BLET General Chairmen will be afforded the opportunity to participate in the process described in Article 1, (c).

Sincerely,

AGREED:

D. R. Pierce  
General Chairman BLET

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Milton H. Siegele  
Assistant Vice President  
Labor Relations

BNSF Railway Company  
2600 Lou Menk Drive  
P. O. Box 961030  
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November 14, 2007  
Mr. D. R. Pierce  
General Chairman BLET  
801 Cherry Street, Suite 1010  
Ft. Worth, TX 76102

Side Letter No. 2

Dear Mr. Pierce:

This is in reference to our proposed agreement establishing engineer mentors. During our discussions, we agreed that engineer mentors will be expected to comply with the operating rules, safety rules and mechanical book of instructions while performing any duty and/or function required of an engineer.

It was further agreed that if an incident occurs during a tour of duty with another engineer operating the engine, the engineer mentor will not be held out of service nor have his engineer certification suspended pending investigation (either a disciplinary investigation held under the terms of the collective bargaining agreement or a hearing under the FRA regulations governing the certification of engineers) of the alleged violation of the rules, except in serious cases where fault seems apparent. An illustration but not limitation, "serious cases" is intended to mean such matters as gross insubordination, use of intoxicants, or where continuance in service would constitute, in BNSF's opinion, a hazard to the public, BNSF, its employees or equipment. If the incident occurs while the regular engineer is operating the engine results in a formal investigation, the degree of responsibility of the engineer mentor will be carefully weighed in light of the performance and compliance with the above criteria as developed in the record of the investigation.

The parties understand that the FRA regulations concerning the qualification and certification of locomotive engineers govern the initial certification of engineers and the subsequent suspension or revocation of the certification, and that in the case of any conflict between the agreement and FRA regulations which may arise, the requirement of the regulations will govern.

Sincerely,

AGREED:

D. R. Pierce  
General Chairman BLET

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Milton H. Siegele  
*Assistant Vice President*  
Labor Relations

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2600 Lou Menk Drive  
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February 12, 2008  
Mr. D. R. Pierce  
General Chairman BLET  
801 Cherry Street, Suite 1010  
Ft. Worth, TX 76102

Side Letter No. 3

Dear Mr. Pierce:

This is in reference to our recent agreement establishing engineer mentors. It was understood today in conference that where local parties agree, engineer mentors may be established consistent with the conditions of our mentor agreement on a "less than full time" basis. Those engineers working as engineer mentors in this part time capacity will be compensated on a make whole basis for all time away from their permanent assignment due to their service as mentors. This make whole compensation for mentor service will also be utilized in the calculation of time spent towards earning all fringe benefits, including but not limited to protective benefits, vacation, personal leave days, health and welfare benefits. In addition, all time spent away from their permanent assignments as mentors will be considered as "on duty time" in the calculation of any BNSF TY&E attendance policy.

Sincerely,

AGREED:

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D. R. Pierce  
General Chairman BLET