

Memorandum of Agreement
between
BNSF Railway
And
Its Employees Represented by
Brotherhood of Maintenance of Way Employees Division of the IBT

IT IS AGREED:

That BNSF may establish a Relief Truck Driver position on each Regional and System-wide Production Gang, and on other gangs to which the parties may agree. The positions are for the purpose of spelling the regular truck driver, and covering vacations and short vacancies. Relief Truck Drivers may operate any truck (except for Grapple Trucks¹) on the gang, including interrelated gangs. Such positions will be established as provided in paragraph 1 below and will be subject to the following:

1. Relief Truck Driver positions will be bulletined with all of the qualifications required for the trucks assigned to the gang, including the interrelated gang.
 - a. Due to the short time period available to communicate this change to the employees, the Grapple Truck positions will also be bulletined with all of the qualifications required for all trucks assigned to the gang, including the interrelated gangs, for the 2012 work season only.
2. Starting with the 2012 Work Season, Regional and System-wide Production Gang Foremen will no longer be eligible for the CDL Differential because they are no longer required to maintain a CDL license/endorsements as a condition of the job.
3. Relief Truck Driver positions will be bulletined and assigned under the September 1, 1982, BN/BMW Agreement, updated December 2002, consistent with the Terms and Conditions for the Operation of Regional or System-wide Production gangs. Former ATSF employees who are eligible to bid will be considered for these positions on the basis of their Group 14, Class 1 seniority date.
4. Where there is more than one short-term Truck Driver vacancy to be filled within the gang, the Relief Truck Driver may request, in writing, to be assigned to the vacancy of his choice, and that request will be honored unless there is no one qualified from within the gang, or the immediate area with a written request on file to operate the unfilled truck. In that case, the reasons for the assignment will be explained, in writing if requested, to the employee by the supervisor.
5. Truck Driver vacancies of more than 30 days duration will be properly bulletined and filled consistent with the procedures under the applicable agreement. Pending assignment, the vacancy will not be filled by a Relief Truck Driver unless there are no furloughed employees available for recall to the vacancy.

¹ Relief Truck Drivers may fill Grapple Trucks under the 19A process if they desire and seniority permitting.
Regional & System-wide Production Gangs Relief Truck Driver Agreement

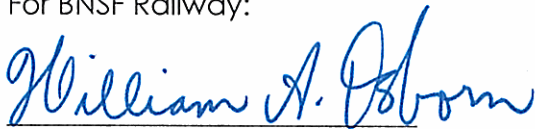
6. The Relief Truck Driver will perform such other work as may be assigned to him/her when not engaged in driving a truck.

7. Daily overtime that is an extension of the regular day may be assigned to a Relief Truck Driver who is operating a truck on that day if the regular truck driver is unavailable because of other overtime service, layoff, and the like. However, overtime outside of, and not continuous with the regular work period, work on 6th and 7th days, or holidays will be assigned to the regular truck driver if available.

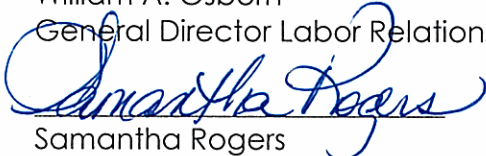
This Agreement is entered into on a non-precedent basis and without prejudice to the parties' respective positions on application of the collective bargaining agreement as to the subject matter of this Agreement. It is the parties' express understanding that this Agreement (and its application) will not be referred to in any other proceeding or forum whatsoever—whether arbitral, judicial, or other forum (including, but not limited to Presidential Emergency Boards, fact-finding proceedings, and labor claims handling). And it is further agreed that the non-precedent and non-referable provision of this Agreement should be given the broadest possible interpretation; however, nothing in this Agreement should be read as prohibiting use of this Agreement in a proceeding to enforce its terms.

Agreed to this 10th day of November 2011.

For BNSF Railway:



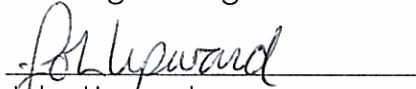
William A. Osborn
General Director Labor Relations



Samantha Rogers
Director Labor Relations

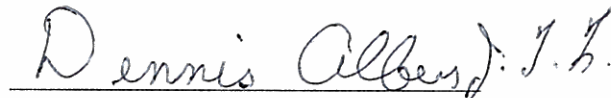


Steve Anderson
AVP Engineering



John Upward
General Director Engineering

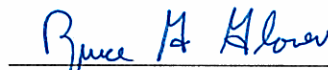
For BMWED:



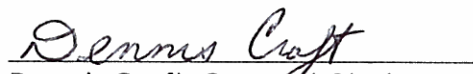
Dennis Albers, General Chairman
Allied Federation



Rick Sandlin, General Chairman
ATSF&F Federation



Bruce Glover, General Chairman
Burlington Northern System Federation



Dennis Craft, General Chairman
Burlington System Division


David D. Joynt, BMWED VP