

MEMORANDUM OF AGREEMENT

Between

The BNSF Railway Company

And

The United Transportation Union

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.
4. Extra board guarantees will be calculated on a 24-hour basis instead of calendar days.
 - a. Example 1: An employee on a guaranteed extra board takes a personal leave day on Tuesday starting at 7:00 a.m. and remains off until 6:59 a.m. on Wednesday. The extra board guarantee will be reduced by one day.
 - b. Example 2: An employee on a guaranteed extra board marks off sick at 12:01 a.m. on Tuesday, starts a personal leave day at 7:00 a.m. and remains off until 6:59 a.m. on Wednesday. The extra board guarantee will be reduced by two days because the layoff exceeded 24 hours.
5. Awarding bids and displacements that previously took place at midnight will now occur at 7:00 a.m.
6. 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.

7. Employees working regular assignments that report for service prior to 7:00 a.m. can mark off prior to call time for the assignment and schedule the markup within 24-hours of the layoff time.
 - a. For example, an employee who owns a regular assignment that reports for service at 6:00 a.m. every day can mark off any time between 0001 and 0359 (0400 being the call time for the job) and schedule the markup up to 24-hours later. This allows the required time off for the scheduled layoff and returns the employee to the assignment so they can protect the assignment the next day.
8. 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 -- Guaranteed Extra Boards

1. Guarantee offsets for the road and yard extra board employees will be made on a 24-hour basis. Each 24-hour period, or portion thereof, shall be deemed one day's offset.
 - a. **Example 1:** An employee marks off at 2:00 a.m. and marks up at 2:00 a.m. on the following day. The offset to this employee's guarantee will be one day.
 - b. **Example 2:** An employee marks off at 4:00 p.m. and marks up at 5:00 p.m. on the following day. The offset to this employee's guarantee will be two days --one day for the initial 24-hours and one day for the one hour in excess of the initial 24-hour period.

Section C -- No Call Agreement

1. Road and yard service employees will have the option of protecting, or not protecting, extra service at the home terminal.
2. Remaining in the calling order for 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 extra service will continue to receive calls for extra service in compliance with their schedule agreements.
4. Failure to protect calls for extra service will not result in discipline.
5. Employees who take the option to not protect extra service will notify the Crew Support Center electronically through the Voice Response Unit (VRU) or their telephone maintenance screen.

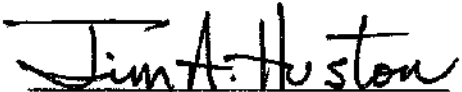
6. Employees who elect to not protect extra service will forfeit all rights to claims or penalties for not receiving extra service calls.
7. This Agreement does not apply to employees assigned to junior pools, extra boards, demoted engineers, temporary transfers, reserve boards, activities employees must perform to maintain service qualifications or to employees stepped to another position on their regular assignment.

Section D -- 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. This Agreement may be cancelled by either party serving at least thirty (30) days' written notice on the other party.
3. This Agreement is effective February 1, 2007.

For the United Transportation Union:

For the BNSF Railway Company:



J. A. Huston
General Chairman



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