

MEMORANDUM OF AGREEMENT
Between The
UNITED TRANSPORTATION UNION
And The
BNSF RAILWAY COMPANY

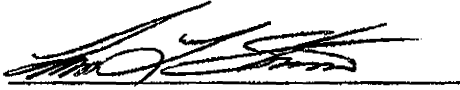
BNSF may, at its sole discretion, establish a Workforce Retention (WR) List at Amarillo that, when so established, will operate as follows:

1. The number and duration of positions on the WR list shall be determined solely by BNSF.
2. Once established, the positions shall be advertised pursuant to the terms of the applicable agreement and awarded to applicants in seniority order, subject to the eligibility requirements described by Paragraph 3.
3. In order to be eligible to obtain a position on the WR list the employee must:
 - 3.1 Be a “primary recall” employee at the location where the list is being established.
 - 3.2 For employees not subject to “primary recall,” that employee must have been working at that location for not less than thirty days prior to the date that the list is advertised.
 - 3.3 Primary recall employees off in force may “bid” to positions on the “List,” or to positions made available as a result of another employee moving to the list.
4. Once awarded a position on the WR list, the individual shall not be subject to displacement by any senior employee, unless that senior employee cannot hold a position at that location. In that event, the senior employee may displace the senior employee on the WR List with a release request on file then, if none, the junior employee on the WR List.
5. Employees holding positions on the WR list for an entire payroll period list shall be guaranteed \$1,000 for that payroll period. Any employee who does not hold a position on the WR list for the entire payroll period shall have the amount reduced by 1/15 or 1/16 for each calendar day, or portion thereof, that such employee is not on the list.

- 5.1 Where applicable, each day on the List will be counted as a qualifying day for personal leave day purposes.
- 5.2 Each day on the List will count toward vacation qualification for the following year, but without the benefit of the 1.3 or 1.6 multiplier.
- 5.3 Employees on the WR list shall who become due for re-examination on the rules, certification or physical re-examination, shall satisfy that requirement. If compensation is due for this activity pursuant to existing agreement provisions, the employee shall be entitled to that compensation and it shall not be used to offset the compensation provided for herein.
6. Employees on the WR list are not subject to call for service.
7. Employees will have rendered compensated service under the terms of Article V, Section 1, of Arbitration Award No. 559 dated May 8, 1996 (Health and Welfare Eligibility Qualification) for each calendar day he/she is assigned to the Workforce Retention List.
8. Employees on the WR list who reach their scheduled vacation time shall automatically be placed on vacation and paid pursuant to the vacation agreement conditions.
9. Employees may bid off of the list after having been on the list for a minimum of 30-days.
10. Employees on the WR list are subject to a 48-hour recall to regular service. Employees shall be recalled in reverse seniority order unless a senior employee has made a request to be recalled, in which case the request(s) will be honored in seniority order.
11. This agreement is subject to automatic cancellation by the service of a thirty day notice of intent to cancel by either party upon the other party.

Signed and effective on the 26th day of January, 2007.

For BNSF Railway:

A handwritten signature in black ink, consisting of several overlapping, stylized strokes, positioned above a horizontal line.

For United Transportation
Union:

A handwritten signature in black ink that reads "Jim A. Huston" in a cursive style, positioned above a horizontal line.