

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED TRANSPORTATION UNION
AND
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**

I INSTRUCTIONAL AND RE-EXAMINATION CLASSES

1. Subject to the exceptions outlined below, when employees, who are not on duty and under pay, are required by the Carrier to attend instructional or re-examination classes that last four (4) hours or less, they will be compensated for actual lost earnings, with a minimum of one-half of a basic day at the straight-time rate of the last service performed. In the event the instructional or re-examination classes lasts more than four (4) hours, employees will be compensated for actual lost earnings, with a minimum of a basic day at the straight-time rate of the last service performed.

1.1 Employees attending such classes on an assigned rest day or scheduled day off will receive the payment provided under Section 1 above at the overtime rate for yard helpers.

1.2 Extra board employees who have to mark off in order to attend such classes will not be considered as "unavailable" to the extra board for guarantee purposes and shall not receive the compensation provided under Section 1 hereof. Extra board employees who do not mark off to attend such classes will receive the compensation provided under Section 1 hereof and such compensation will not be used as an offset to the employee's guarantee.

2. The provisions of this Agreement will not apply to classes required for promotions, previous examination failures, return to service, leave of absence or discipline.

II TRIPARTITE REVIEW

1. Should an employee be disqualified from performing service in line with seniority as a result of a required medical/visual examination, on duty injury, off duty injury, or illness, the disqualification may be appealed by the employee or his representative to the designated Carrier Officer within thirty (30) days of the disqualification under the following provisions:

2. If the employee is disqualified for any reason other than visual acuity, color blindness, or hearing deficiency (covered under the provisions of Section 3 of this Agreement) the following will apply:

2.1 The employee will be reexamined by a physician designated by the Carrier and a physician selected by the employee. Unless otherwise mutually agreed, the reexamination will be conducted first by the Carrier selected physician. Both physicians will be licensed Doctors of Medicine (M.D.), Osteopathy (D.O.), or Dental Surgery (D.D.S.) depending on the type of medical issue, and shall have license to practice in the state where practicing.

2.2 If both physicians agree that the disqualification was appropriate, the decision shall be final and binding, except as provided in Section 2.7 below. If both physicians agree that the disqualification was inappropriate, the employee will immediately be returned to service and shall be compensated for actual loss of earnings.

2.3 If the two physicians do not agree, they shall select a third physician who shall be a practitioner of recognized standing in the medical profession or specialized field pertaining to the disease or impairment that resulted in the employee's disqualification. This Board of three (3) physicians will render a report of their findings within fifteen (15) days after their selection, setting forth the employee's medical condition and their conclusion as to whether or not the disqualification was appropriate.

2.4 If at least two (2) of the Board of three (3) physicians conclude that the disqualification was not appropriate, the employee will immediately be returned to service and shall be compensated for actual loss of earnings.

2.5 If at least two (2) of the Board of three (3) physicians conclude that the disqualification was appropriate, the decision will not be subject to review by either party, except as provided in Section 2.7 below.

2.6* The Carrier and the employee will be responsible for the expense of their respective physicians. The Carrier and the Employee shall each pay one-half of the fee and expenses of the third physician selected under Section 2.3, as well as any examination expenses that may be incurred, e.g., hospital, laboratory, X-ray, electrocardiograph, etc.

2.7 The Organization may request reexamination of the employee appropriately disqualified under Section 2.2 and 2.5 above, provided; (1) a physician, who shall be a practitioner of recognized standing in the medical profession or specialized field pertaining to the disease or impairment that resulted in the employee's disqualification, renders a written opinion, that indicates the employee's condition has improved and (2) the request is not made within the 90-day period following final disqualification under Sections 2.2 and 2.5 or within the 90-day period of any request for reexamination made under this Section. The pay provisions contained in this agreement shall not apply to reexamination requests made under this Section.

3. If the employee is disqualified for visual acuity, color blindness, or color deficiency, the employee or his representative may request initiation of one of the following options:

3.1 OPTION 1:

3.1.1 The employee will be reexamined by a physician designated by the Carrier and a physician selected by the employee. Unless otherwise mutually agreed, the reexamination will be conducted first by the Carrier selected physician. Both physicians will be licensed Doctors of Medicine (M.D.), Audiology, Ophthalmology or Dental Surgery (D.D.S.) depending on the type of medical issue and shall have license to practice in the state where practicing.

3.1.2 If both physicians agree that the disqualification was appropriate, the decision shall be final and binding, except as provided in Section 3.1.7 below. If both physicians agree that the disqualification was inappropriate, the employee will immediately be returned to service and shall be compensated for actual loss of earnings.

3.1.3 If the two physicians do not agree, they shall select a third physician who shall be a practitioner of recognized standing in the medical profession or specialized field pertaining to the disease or impairment that resulted in the employee's disqualification. This Board of three (3) physicians will render a report of their findings within fifteen (15) days after their selection, setting forth the employee's medical condition and their conclusion as to whether or not the disqualification was appropriate.

3.1.4 If at least two (2) of the Board of three (3) physicians conclude that the disqualification was not appropriate, the employee will immediately be returned to service and shall be compensated for actual loss of earnings.

3.1.5 If at least two (2) of the Board of three (3) physicians conclude that the disqualification was appropriate, the decision will not be subject to review by either party, except as provided in Section 3.1.7 below.

3.1.6*The Carrier and the employee will be responsible for the expense of their respective physicians. The Carrier and the Employee shall each pay one-half of the fee and expenses of the third physician selected under Section 3.1.3, as well as any examination expenses that may be incurred, e.g., hospital, laboratory, X-ray, electrocardiograph, etc.

3.1.7 The Organization may request re-examination of the employee appropriately disqualified under Section 3.1.2 and 3.1.5 above, provided; (1) a physician, who shall be a practitioner of recognized standing in the medical profession or specialized field pertaining to the disease or impairment that resulted in the employee's disqualification, renders a written opinion, that indicates the employee's condition has improved and (2) the request is not made within the 90-day period following final disqualification under Sections 2.2 and 2.5 or within the 90-day period of any request for re-examination made under this Section. The pay provisions contained in this agreement shall not apply to re-examination requests made under this Section.

3.2 OPTION 2:

3.2.1 The employee or his representative may request a field test under the direction of two (2) Carrier representatives with two (2) fellow UTU members selected by the General Chairman as observers. The request for a field test must be made within thirty (30) days of disqualification and conducted within thirty (30) days of the request.

3.2.2 For visual acuity and color blindness, by day the test will be conducted with flags, lamps and signals used in the daily operation of trains and engines, at varying distances, but not to exceed two-thousand (2000) feet. By night the test will be conducted using block signals, signal lights, lamps.

Tests for color perception may include varying atmospheric conditions associated with cloudy weather, smoke, rain, fog, mist and snow, but the test conditions must be comparable to those encountered in actual service conditions. All visual acuity and color blindness tests may be performed with or without corrective eyewear.

3.2.3 For hearing deficiencies, the test must be arranged to insure that the responses are those of the employee being tested and shall evaluate the ability to hear ordinary conversations, air whistle signals, torpedoes, and other audible signals, under actual service conditions.

3.2.4 The two (2) Carrier representatives and two (2) fellow UTU members selected under Section 2 above will observe and record their observations, delivering individual reports of such observations to the Carrier's designated officer.

3.2.5 If a dispute arises due to differing observations, the issues will immediately be routed to handling under Section 3.1 of this Agreement.

3.2.6 Should such field test demonstrate the disqualification was inappropriate, the employee will immediately be returned to service and shall be compensated for actual loss of earnings.

3.2.7 If the field test determines the disqualification was appropriate, the employee will remain disqualified except as provided in Section 3.1.7 above.

III PHYSICAL OR VISUAL EXAMINATIONS

1. Employees directed to report for a medical or a visual examination when they are not on duty or under pay will be compensated for actual time consumed, with a minimum of four (4) hours pay at the basic pro rata yard helper rate, in addition to all other earnings and guarantee payments. In circumstances when an employee is unable to arrange for the examination without incurring loss of earnings, the employee will be compensated for actual loss of earnings in addition to the compensation realized for reporting for the examination.

- 1.1 If the employee is required to report to a location more than thirty (30) miles from the usual on duty point, actual necessary expenses will be allowed.
2. This agreement is not applicable in connection with medical or visual examinations requisite to fulfilling Carrier's promotional requirements, when necessary following return to service after a leave of absence, previous medical or visual examination failure, or discipline.

IV HIGHWAY TRANSPORT VEHICLE SAFETY

In order to promote safety and provide a safe work environment when train or yard service employees are required to transport in a highway vehicle, it is agreed that the following conditions and requirements will apply:

1. Vehicle Requirements

- 1.1 Comfortable seating, sufficient for the number of passengers to be transported.
- 1.2 Seat belts, including lap restraints and, subject to vehicle design and D.O.T. requirements, upper torso restraints for each passenger transported.
- 1.3 A separate baggage area shall be provided. If baggage is stored behind a seat, the baggage shall not extend above the top of the seat unless baggage restraints are provided and utilized.
- 1.4 Transport vehicle shall be maintained in safe operational condition to comply with State and Federal safety standards.
- 1.5 All tires (including spare tires) shall have no less tread depth than legally required in any State where the vehicle is engaged in the transportation of crews.
- 1.6 Snow tires (with studs where they are legal), or all-weather tires, will be installed, at a minimum, on the drive wheels during the winter months. Where required by law, chains will be carried in the vehicle.
- 1.7 Where conditions may require the use of chains, they will be available during the winter months.
- 1.8 Two-way radio or cellular phone capable of reaching a base station of the Carrier or Contractor will be provided. This equipment shall be used for Company Business only.
 - 1.8.1 It is recognized that there are locations where it is currently impossible to comply with the provisions of this Section because Carrier radio bases and cellular phone service are not available. This Section will not apply to those locations.
- 1.9 Road break down kit, including flares, reflectorized markers, and a standard first-aid kit with adequate supplies.

2. Driver Requirements

2.1 Drivers shall be properly trained and licensed under applicable State and Federal requirements.

2.2 Drivers shall, upon request, allow employees subject to the terms of this Agreement view his or her Operators License. The Operators License shall, subject to state law, have a photo of the Operator thereon.

2.3 The Carrier shall attempt to amend existing Agreements with contract transportation providers to require that contract drivers either display their commercial or chauffeur's license at a prominent location in the vehicle, or make such license available to employees subject to the terms of this Agreement, upon request.

2.4 A work-rest log will be maintained and shall be available for inspection upon request of any employee, subject to the terms of this Agreement, who is to be transported.

3. Adverse Weather Conditions

During periods of severe weather conditions, if authorities close proposed transport routes or declare that all unnecessary travel be postponed, employees will have the right to refuse transport on such routes without threat of or imposition of censure or discipline.

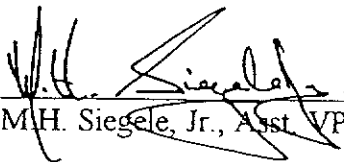
4. Remedy Under the Agreement


Employees shall have the right to refuse transport in the event the conditions listed in Sections 1, 2, and 3 of this Agreement are not satisfied, without threat or imposition of censure or discipline.

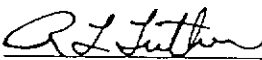
V. Nothing contained in the provisions of the agreement shall be construed as modifying or changing the provisions of any existing Rule or Agreement except as herein specifically provided for.

Signed at Ft. Worth, Texas this th 10 day of October, 1998, and effective DECEMBER 1, 1998.

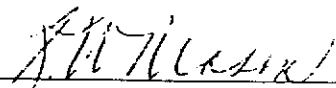
FOR BNSF RR:

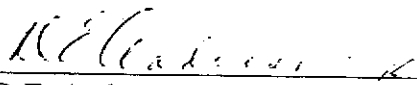

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REC'D U.T.U.

AUG 25 1998

OFFICE GEN. CHMN.

August 21, 1997

Gentlemen:

Reference the agreement package addressing items such as Instructional and Re-Examination Classes, Tripartite Review, Physical or Visual Examinations, Highway Transport Vehicle Safety, and Permanent/Temporary Transfers.

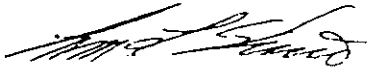
During discussions leading to the finalized version of this package, we discussed the possibility of allowing employees who were force assigned to another location within the Seniority District to use BNSF provided lodging at the "forced to" location, for a period of up to sixty (60) days, when so force assigned.

I agreed with you that, if this Agreement ratifies, that BNSF will commit, as a matter of policy, to allow individuals, who are force assigned within the Seniority District, to use BNSF provided lodging at the "forced to" location, subject to the following conditions:

1. There must be a BNSF provided lodging facility at the "forced to" location.
2. The individual must use the facility.
3. The individual must not be able, through the normal exercise of seniority, to secure a position at the home location.
4. The BNSF provided lodging shall be provided for a maximum period of sixty (60) days.

I trust that the foregoing addresses your concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read "James H. [unclear]", written in dark ink.