

AGREEMENT
Between
BURLINGTON NORTHERN SANTA FE RAILROAD
And
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

In recognition of the mutual benefits of expediting the movement of traffic through the Seattle area including Tacoma/Auburn, Seattle and Everett Terminals, the following provisions are agreed to concerning the operation of these assignments headquartered at Tacoma/Auburn, Interbay and Everett for Shuttle Service. These engineer assignments may be assigned based on the following:

1. The limits of this service will be:
 - a. North -one and one-half miles north of Delta Junction MP 38.5
 - b. East— MP 1780
 - c. South— MP 10.5
 - d. All locations within any yard including TMBL

2. These engineers can shuttle cars within these limits operating into, out of and through any terminal encompassed within the above limits without penalty. The only limitation is that these specific engineers cannot move cars or trains from one location or track within the general switching limits of one of the identified terminals to another location or track within that same terminal general switching limits without traversing road territory with the involved cars or train. In addition, it was understood that these engineers could handle cars outside the general switching limits but within the assignment limits for staging trains.

3. These engineers will have no mileage limitation and will be paid on an hourly basis at the NP Roadswitcher rate of pay. These engineers will be allowed a trip rate of \$300.49 and 188 miles. The trip rate includes 8 hours straight time at NP Roadswitcher rate, 2 hours overtime at NP Roadswitcher rate, Code NE in lieu of meal. Engineers will be expected to carry a lunch and the Carrier will not be obligated to provide a real meal; however, the Code NE will be payable whether the engineers are instructed to take a meal or not. All other rules and agreements not specifically addressed in this agreement remain undisturbed and are still payable under the appropriate CA code including the through freight pay differential (PD-Rate Code 0077). Engineers in this service on duty more than 10 hours will be paid overtime accordingly. Examples: 1) engineers on duty 8 hours will be paid a trip rate, which includes 2 hours overtime. 2) engineers on duty 12 hours will be paid a trip rate, which includes 2 hours overtime, plus 2 hours overtime at NP Roadswitcher rate.

4. These engineers will work five days per week and will have an established on duty show-up time. Vacancies and extra jobs will be filled from the appropriate extra board based on the headquarters of the assignment or extra job. BNSF can operate extra engineers under these provisions out of any of the three terminals. It was understood that a regular

assignment will be bulletined and assigned to work if extra jobs are worked with an on duty time within a four hour window from the same terminal for four (4) consecutive days.

5. The Parties agree that relief assignments with varying start time may be bulletined and assigned. Four day relief assignments may be bulletined, but in the event the assignment goes no bid, it will not be filled by force assignment; instead it will be filled from the extra board.
6. The Northern Pacific Rules and Agreements will apply to engineers reporting for service at Tacoma/Auburn. The Great Northern Rules and Agreements will apply to engineers reporting for service at Seattle/Interbay and at Everett. In all cases, the engineer's position on any newly established assignment will be accessible for seniority placement immediately upon establishment.
7. Engineers in this service will not be required to perform yard switching but can perform permissible moves under PEB 219. For these purposes, the engineer's on duty location is the initial terminal and the last arrival back at the original terminal is considered the final terminal. In other words, an engineer may operate into and out of the on duty terminal but the final trip is considered the final terminal. All other trips back into the on duty terminal or into and out of the other two terminals are considered intermediate locations. Because these engineers may handle more than one set of cars, it was understood that leaving an entire set of cars and getting a different set of cars at an intermediate location is not considered a set out or pick up under this agreement. Further, an engineer handling some cars through an intermediate terminal may make one straight set out and/or one straight pick up at each intermediate terminal.
8. These engineers may operate via UP, BNSF and Tacoma Rail tracks.
9. These engineers may replace the current transfer assignments between Everett and Interbay and between Interbay and Tacoma/Auburn, but will not replace or supplant local, road switcher or yard assignments.
10. It was agreed that the new assignments would be established as follows; 3 headquartered at Tacoma/Auburn, 2 headquartered at Interbay and 3 headquartered at Everett. The Parties understood the importance of maintaining some amount of equity among the three terminals. If the assignments at any location go below the number set forth herein, the Parties agreed to meet and discuss any options available to maintain said equity.
11. Provisions contained in this agreement are agreed to on a strictly non-referable basis and will only be applicable to these outlined assignments. Except as modified herein, nothing contained herein shall be construed as modifying, amending or superceding any of the provisions of agreements or schedule rules, or the Merger Protective Agreements as implemented between the Carrier and the Brotherhood of Locomotive Engineers and Trainmen.

Either party may cancel this Agreement by serving fifteen (15) days' written notice upon the other.

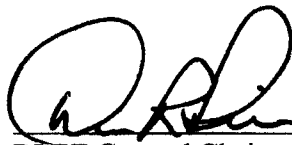
Signed this 9th day of OCTOBER, 2006 and to be made effective on OCTOBER 15, 2006.

FOR BNSF RAILWAY:

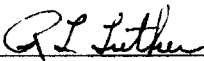


AVP Labor Relations

FOR BLET:



BLET General Chairman



General Director Labor Relations



Milton H. Siegele, Jr. BNSF Railway Company
Assistant Vice President P.O. Box 961030
Labor Relations Fort Worth, TX 76131
2600 Lou Menk Dr.
OOB Garden Level
Fort Worth, TX 76131
(817) 352-1068
(817) 352-7319
Milton.Siegele@bnsf.com

Mr. D. R. Pierce
BLET General Chairman
801 Cherry Street, Suite 1010
Ft. Worth, TX 76102

October 9, 2006

File: Seattle Shuttle Assignments
Side Letter No. 1

Mr. Pierce:

It was understood that the flexibility of operating through Everett, Interbay and Tacoma set forth in the Seattle Shuttle Agreement is limited to the Engineer Shuttle Assignments.

Other road crews are still limited by the prior automatic release restrictions in place prior to signing this Agreement.

If the above correctly reflects our discussions, please affix your signature below.

Sincerely,

Milton H. Siegele, Jr.

BLET General Chairman



Milton H. Siegele, Jr. BNSF Railway Company
Assistant Vice President P.O. Box 961030
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Mr. D. R. Pierce
BLET General Chairman
801 Cherry Street, Suite 1010
Ft. Worth, TX 76102

October 9, 2006

File: Seattle Shuttle Assignments
Side Letter No. 2

Mr. Pierce:

This letter is to clarify Sections 2 and 7 of the Seattle Shuttle Agreement regarding permissible moves within a terminal.

Q1. Can engineers in Shuttle service get their cars in Tacoma Yard and set out part of their cars at Auburn?

A1. Yes, as long as the engineers continue into road territory with some of their cars.

Q2. Can engineers in shuttle service get their cars at Interbay and leave all of their cars at S. Seattle?

A2. No, that is considered a transfer move under this Agreement since the engineers did not handle any of the cars into road territory.

Q3. Can engineers in shuttle service get their cars from the TMBL and leave their entire set of cars at Tacoma?

A3. No, that is considered a transfer move under this Agreement since the engineers did not handle any of the cars into road territory.

If the above correctly reflects our discussions, please affix your signature below.

Sincerely,

Milton H. Siegele, Jr.

BLET General Chairman



Milton H. Siegle
Assistant Vice President
Labor Relations

BNSF Railway Company
2600 Lou Menk Drive
P. O. Box 961030
Fort Worth, Texas 76161-0030
Telephone: (817) 352-1068
Fax: (817) 352-7319
Email: Milton.Siegle@BNSF.com

October 9, 2006

File: Shuttle Service Tacoma/Auburn, Interbay, Everett

Side Letter No. 3

Mr. D. R. Pierce
General Chairman BLET
801 Cherry Street, Suite 1010
Ft. Worth, TX 76102

Dear Mr. Pierce:

This is in reference to our proposed agreement establishing assignments headquartered at Tacoma/Auburn, Interbay and Everett for Shuttle Service. As part of discussions this date, it was understood that the Shuttle Service covered by the Agreement would be considered assignments qualifying under the Holiday Pay Agreement with the following application but would be allowed to take Personal Leave Days. However, no engineer covered by this Agreement shall receive in the aggregate more than eleven (11) personal leave days and paid holidays in any calendar year.

Personal Leave Day and Holiday Pay-\$204.59 (8 Hour Daily Rate)

Overtime for working a Holiday will only be applicable to the first 8 hours of the day, calculated on the 8 Hour Daily Rate of \$204.59. Overtime when working a Holiday will not be applicable to the other components in the Shuttle Service Trip Rate.

Annulment-\$281.31 (10 Hour Daily Rate minus meal money)

It is also understood that as with the \$300.49 Trip Rate for this Shuttle Service, GWI's and COLA's will be applicable to the additional rates noted above. If the foregoing correctly describes our understanding, please signify your concurrence in the space provided below.

Sincerely,

AGREED:

D. R. Pierce
General Chairman BLET

AGREEMENT
Between
BURLINGTON NORTHERN SANTA FE RAILROAD
And
UNITED TRANSPORTATION UNION

In recognition of the mutual benefits of expediting the movement of traffic through the Seattle area including Tacoma/Auburn, Seattle and Everett Terminals, the following provisions are agreed to concerning the operation of these assignments headquartered at Tacoma/Auburn, Interbay and Everett for Shuttle Service. These conductor only assignments may be assigned based on the following:

1. The limits of this service will be:
 - a. North - one and one-half miles north of Delta Junction MP 38.5
 - b. East— MP 1780
 - c. South— MP 10.5
 - d. All locations within any yard including TMBL

2. These conductors can shuttle cars within these limits operating into, out of and through any terminal encompassed within the above limits without penalty. The only limitation is that these specific conductors cannot move cars or trains from one location or track within the general switching limits of one of the identified terminals to another location or track within that same terminal general switching limits without traversing road territory with the involved cars or train. In addition, it was understood that these conductors could handle cars outside the general switching limits but within the assignment limits for staging trains.

3. These conductors will have no mileage limitation and will be paid on an hourly basis at the NP Roadswitcher rate of pay. These conductors will be allowed a trip rate of \$290.45 and 188 miles. The trip rate includes 8 hours straight time at NP Roadswitcher rate, 2 hours overtime at NP Roadswitcher rate, Code NE in lieu of meal. Crews will be expected to carry a lunch and the Carrier will not be obligated to provide a real meal; however, the Code NE will be payable whether the crews are instructed to take a meal or not. All other rules and agreements not specifically addressed in this agreement remain undisturbed and are still payable under the appropriate CA code. Conductors in this service on duty more than 10 hours will be paid overtime accordingly. Examples: 1) conductors on duty 8 hours will be paid a trip rate, which includes 2 hours overtime. 2) conductors on duty 12 hours will be paid a trip rate, which includes 2 hours overtime, plus 2 hours overtime at NP Roadswitcher rate.

4. These conductors will work five days per week and will have an established on duty show-up time. Vacancies and extra jobs will be filled from the appropriate extra board based on the headquarters of the assignment or extra job. BNSF can operate extra conductors under these provisions out of any of the three terminals. It was understood that a regular assignment will be bulletined and assigned to work if extra jobs are worked

with an on duty time within a four hour window from the same terminal for four (4) consecutive days.

5. The Parties agree that relief assignments with varying start time may be bulletined and assigned. Four day relief assignments may be bulletined, but in the event the assignment goes no bid, it will not be filled by force assignment; instead it will be filled from the extra board.
6. The Northern Pacific Rules and Agreements will apply to crews reporting for service at Tacoma/Auburn. The Great Northern Rules and Agreements will apply to crews reporting for service at Seattle/Interbay and at Everett. In all cases, the conductor's position on any newly established assignment will be accessible for seniority placement immediately upon establishment.
7. Conductors in this service will not be required to perform yard switching but can perform permissible moves under the 1993 Crew Consist Agreement. For these purposes, the conductor's on duty location is the initial terminal and the last arrival back at the original terminal is considered the final terminal. In other words, the crew may operate into and out of the on duty terminal but the final trip is considered the final terminal. All other trips back into the on duty terminal or into and out of the other two terminals are considered intermediate locations. Because these conductors may handle more than one set of cars, it was understood that leaving an entire set of cars and getting a different set of cars at an intermediate location is not considered a set out or pick up under this agreement. Further, a conductor handling some cars through an intermediate terminal may make one straight set out and/or one straight pick up at each intermediate terminal.
8. These conductors may operate via UP, BNSF and Tacoma Rail tracks.
9. These conductors may replace the current transfer assignments between Everett and Interbay and between Interbay and Tacoma/Auburn but will not replace or supplant local, road switcher or yard assignments.
10. It was agreed that the new assignments would be established as follows; 3 headquartered at Tacoma/Auburn, 2 headquartered at Interbay and 3 headquartered at Everett. The Parties understood the importance of maintaining some amount of equity among the three terminals. If the assignments at any location go below the number set forth herein, the Parties agreed to meet and discuss any options available to maintain said equity.
11. Provisions contained in this agreement are agreed to on a strictly non-referable basis and will only be applicable to these outlined assignments. Except as modified herein, nothing contained herein shall be construed as modifying, amending or superceding any of the provisions of agreements or schedule rules, or the Merger Protective Agreements as implemented between the Carrier and the United Transportation Union.

Either party may cancel this Agreement by serving fifteen (15) days' written notice upon the other.

Signed this 9th day of OCTOBER, 2006 and to be made effective on

OCTOBER 15, 2006.

FOR BNSF RAILWAY:

M.H. Diegel
AVP Labor Relations

R.L. Luthen
General Director Labor Relations

FOR UTU:

John A. Fitzgerald
UTU General Chairman

R.D. Kerley/GKV
UTU General Chairman



Milton H. Siegele
Assistant Vice President
Labor Relations

BNSF Railway Company
2600 Lou Menk Drive
P. O. Box 961030
Fort Worth, Texas 76161-0030
Telephone: (817) 352-1068
Fax: (817) 352-7319
Email: Milton.Siegele@BNSF.com

September 28, 2006

File: Shuttle Service
Tacoma/Auburn, Interbay, Everett

Side Letter No. 1

Mr. J. D. Fitzgerald
General Chairman, UTU
The Academy, 400 E. Evergreen Blvd., #217
Vancouver, WA 98660

Mr. R. D. Kerley
General Chairman, UTU
3856 W. Chestnut Expressway
Spring Field Missouri, 65802

Dear Gentlemen:

It was understood that the flexibility of operating through Everett, Interbay and Tacoma set forth in the Seattle Shuttle Agreement is limited to the Conductor Only Shuttle Assignments.

Other road crews are still limited by the prior automatic release restrictions in place prior to signing this Agreement.

Sincerely,

Milton H. Siegele, Jr.

Milton H. Siegele
Assistant Vice President
Labor Relations

BNSF Railway Company
2600 Lou Menk Drive
P. O. Box 961030
Fort Worth, Texas 76161-0030
Telephone: (817) 352-1068
Fax: (817) 352-7319
Email: Milton.Siegele@BNSF.com

September 28, 2006

File: Shuttle Service Tacoma/Auburn, Interbay, Everett

Side Letter No. 2

Mr. J. D. Fitzgerald
General Chairman, UTU
The Academy, 400 E. Evergreen Blvd., #217
Vancouver, WA 98660

Mr. R. D. Kerley
General Chairman, UTU
3856 W. Chestnut Expressway
Spring Field Missouri, 65802

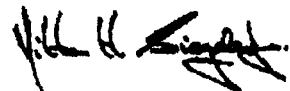
Dear Gentlemen:

This letter is to clarify Sections 2 and 7 of the Seattle Shuttle Agreement regarding permissible moves within a terminal.

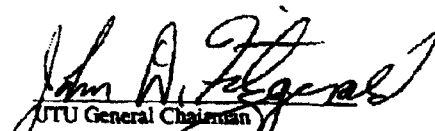
- Q1. Can crews in Shuttle service get their cars in Tacoma Yard and set out part of their cars at Auburn?
A1. Yes, as long as the crews continue into road territory with some of their cars.
- Q2. Can crews in shuttle service get their cars at Interbay and leave all of their cars at S. Seattle?
A2. No, that is considered a transfer move under this Agreement since the crews did not handle any of the cars into road territory.
- Q3. Can crews in shuttle service get their cars from the TMBL and leave their entire set of cars at Tacoma?
A3. No, that is considered a transfer move under this Agreement since the crews did not handle any of the cars into road territory.

If the above correctly reflects our discussions, please affix your signature below.


Sincerely,



Milton H. Siegele, Jr.



John A. Fitzgerald
UTU General Chairman



R.D. Kerley
UTU General Chairman

Milton H. Siegle
Assistant Vice President
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October 9, 2006

File: Shuttle Service Tacoma/Auburn, Interbay, Everett

Side Letter No. 3

Mr. J. D. Fitzgerald
General Chairman, UTU
The Academy, 400 E. Evergreen Blvd., #217
Vancouver, WA 98660

Mr. R. D. Kerley
General Chairman, UTU
3856 W. Chestnut Expressway
Spring Field Missouri, 65802

Dear Gentlemen:

This is in reference to our proposed agreement establishing assignments headquartered at Tacoma/Auburn, Interbay and Everett for Shuttle Service. As part of discussions this date, it was understood that the Shuttle Service covered by the Agreement would be considered assignments qualifying under the Holiday Pay Agreement with the following application but would be allowed to take Personal Leave Days. However, no conductor covered by this Agreement shall receive in the aggregate more than eleven (11) personal leave days and paid holidays in any calendar year.

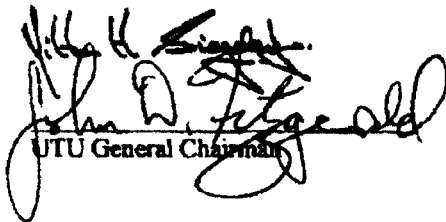
Personal Leave Day and Holiday Pay-\$197.74 (8 Hour Daily Rate)

Overtime for working a Holiday will only be applicable to the first 8 hours of the day, calculated on the 8 Hour Daily Rate of \$197.74. Overtime when working a Holiday will not be applicable to the other components in the Shuttle Service Trip Rate.

Annulment-\$271.91 (10 Hour Daily Rate minus meal money)

It is also understood that as with the \$290.45 Trip Rate for this Shuttle Service, GWT's and COLA's will be applicable to the additional rates noted above. If the foregoing correctly describes our understanding, please signify your concurrence in the space provided below.

Sincerely,


John W. Fitzgerald
UTU General Chairman


R.D. Kerley
UTU General Chairman