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October 29, 2009

Mr. M. O. Wilson
BLET General Chairman
801 Cherry Street, Suite 1010
Ft. Worth, TX 7610 1

Re: GN Rule 26(b)

Dear Mr. Wilson:

This is in reference to our dispute regarding the application of former Great Northern Schedule Rule 26(b). In settlement of this dispute, we agree to the following:

For each yard crew start under the former GN schedule agreement, BNSF will pay one 15 minute payment, without offset to overtime, per tour of duty to each yard engineer for engine preparation at the same daily rate as the working trip. This payment will be made to both Pre-85 and Post-85 engineers.

Outstanding claims on file for engine preparation will also be settled for one payment of 15 minutes, without offset to overtime, per tour of duty at the same daily rate as the working trip.

This resolves our dispute regarding GN rule 26(b).

If you concur, please do so by signifying below.

Sincerely,

I Agree:

Matt O. Wilson
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General Chairman - BLET



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Mr. M. O. Wilson
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801 Cherry Street, Suite 1010
Ft. Worth, TX 76101

Re: Engine Inspection and OPS 30-84 Section 3

Dear Mr. Wilson:

This is in regard to our ongoing discussions regarding the application of OPS 30-84, Section 3; particularly, when the allowance is payable, who qualifies and the amount due. Under Section 3, some engineers qualify for an allowance when required to perform an inspection of a locomotive consist that is not "in connection with their assignment." The parties have disagreed about what is, and what is not, in connection with the assignment, and this settlement is meant to clarify these issues.

When the allowance is payable: The parties agree that when an engineer is required to perform an inspection on a locomotive consist that he did not operate or move, then that would be considered not in connection with the engineer's assignment. However, for the purposes of this settlement only, the allowance would also be due when an engineer performing helper service is required to inspect a locomotive consist on the train he is pushing. In addition, the following points apply:

- The engineer needs to be instructed by a supervisor to perform the inspection
- No companion claims (e.g, for an engineer who stood for the work)
- Duties such as checking a fuel reading or checking the daily inspection card can be performed without additional compensation; however, if the engineer is instructed to perform the inspection, then the allowance is due (if not in connection with the engineer's assignment).
- This understanding applies to distributive power moves that are not in connection with the engineer's assignment

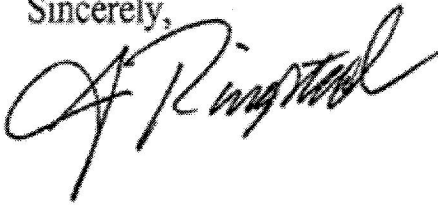
Who qualifies: All engineers qualify for the allowance (i.e., both pre and post '85 employees) for each locomotive consist that is inspected (that is not in connection with the assignment).

The amount due: For each locomotive consist inspected (that is not in connection with the engineer's assignment), the engineer qualifies for an allowance of 30 minutes at the same daily rate of pay as the working rate. The allowance is limited to the times noted here, even if the actual inspection requires a longer period of time. Note that this allowance is not tied to time on duty and does not offset overtime.

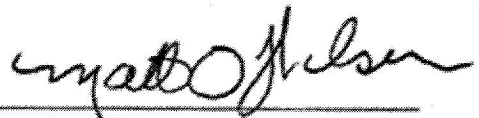
Additionally: This understanding applies to engineers working under road service rules.

This understanding applies to claims filed after the date of this letter.

Sincerely,



I Agree:



Matt O. Wilson

General Chairman - BLET