

Memorandum of Agreement
Between
The Burlington Northern and Santa Fe Railway Company ("BNSF")
And
The Brotherhood of Locomotive Engineers ("BLE")

The following agreement modifies the existing Agreements between BLE and the BNSF, including existing agreements from the former component roads, only to the extent described herein.

ARTICLE I - PERSONAL LEAVE DAYS

All BNSF engineers shall be provided with personal leave days on the following basis:

<u>Years of Service</u>	<u>Personal Leave Days</u>
Less than five years	3 days
Five years and less than 10 years	5 days
Ten years and less than 15 years	7 days
Fifteen years and less than 20 years	9 days
Twenty years or more	11 days

To qualify for personal leave days in any given calendar year, the employee must have been credited with at least 150 days for work during the preceding calendar year, calculated on the same basis as vacation qualifying days. Upon qualification, the designated days will be automatically added to the employee's personal leave account for the next year.

During a calendar year in which an employee's personal leave day entitlement will increase on the anniversary date, such employee will be allowed the additional personal leave days at any time during that calendar year.

The employee will be paid one basic day at the rate of the last service performed for each personal leave day.

Ungranted or unused personal leave days each year will be accumulated and carried over to each succeeding year.

An employee may elect to receive payment for one or more personal leave days in his account at any time.

If an employee resigns, retires, dies or is dismissed from service, the number of personal leave days (accumulated or earned) as of the date of leaving service will be payable to the employee or his estate.

No employee covered by this Agreement shall receive in the aggregate more than eleven (11) personal leave days and paid holidays in any calendar year. On the former Santa Fe property only, Article X (that deals with road engineers in unassigned pool freight service) of the January 1, 1990 Agreement is preserved.

ARTICLE II - DIRECT DEPOSIT OF PAYROLL CHECKS

Each engineer shall participate in the program providing for the direct deposit of payroll checks into the employee's bank account. This provision will become effective with a sixty-day notice by the Carrier to the employees.

ARTICLE III- SAFETY FOOTWEAR FOR LOCOMOTIVE ENGINEERS

The minimum safety footwear standards for the following former BN properties (Great Northern, Northern Pacific, Spokane, Portland & Seattle, Chicago, Burlington & Quincy, and Saint Louis San Francisco) are:

- Leather or leather-like upper.
- Sturdy non-leather sole that will resist puncture.
- 3/8 to 1 inch defined instep.
- Rounded toe.
- Above ankle (5 inch height as measured from inside boot).
- Chemical resistant.
- Lace-up.
- Minimum ANSIZ41-1 - 75 pound (100 pound in Canada) impact and compression class toe.

ARTICLE IV – BASIC DAY ON CERTAIN HELPER CREWS

Effective on July 1, 2003, the basic daily rates based on weight on drivers for service on an engineer-only helper crew will be increased by \$16 subject to general wage increases. However, for this service, overtime and/or overmiles will be calculated based on daily rates prior to this increase, subject to general wage increases and cost of living allowances.

ARTICLE V – BEREAVEMENT LEAVE

In the application of existing bereavement leave rules, grandchildren will be added to the specification of relatives giving rise to eligibility for such payments.

ARTICLE VI - UNION SHOP

This article replaces any union shop agreements or agreement provisions currently in effect on the Carrier's lines.

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the Organization, party to this Article representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this Article, and thereafter shall maintain membership in such Organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Article shall alter, enlarge, or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2.

The requirements of membership provided for in Section 1 of this Article shall be satisfied if any employee shall hold or acquire membership in any one of the labor organizations national in scope organized in accordance

with the Railway Labor Act and admitting to membership employees of a craft or class in train, yard, engine or hostling service, that is, in any of the services or capacities covered in Section 3, First (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board, provided, however, that nothing contained in this Article shall prevent any employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of the services above specified.

Section 3.

- (a) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Article so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required within thirty-five calendar days from date of their return to such service to comply with the provisions of Sections 1 and 2 of this Article.
- (b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the Federal Government or a State Government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this Article but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this Article.
- (c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft, and who, for reasons other than those specified in paragraphs (a) and (b) of this Section, are not in service covered by such agreements or leave such

service, will not be required to maintain membership as provided in Sections I and 2 of this Article as long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service to take membership in an organization specified in Section 1 or 2 of this Article.

Section 4.

Nothing in this Article shall require an employee to become or to remain a member of the Organization if membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Article, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time.

Section 5.

- (a) Each employee covered by the provisions of this Article shall be considered by the Carrier to have met the requirements of the Article unless and until the Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Article and who the Organization therefore claims is not entitled to continue in employment subject to the rules and working conditions agreements. The form of notice to be used shall be agreed upon by the Carrier and the Organization, and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the

Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Article shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the rules and working conditions agreements not later than thirty days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

- (b) The Carrier shall determine on the basis of evidence produced at the hearing whether or not the employee has complied with the terms of this Article and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Article, his seniority and employment under the rules and working conditions agreements shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and Organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the

Carrier designated to handle appeals under this Article. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered in writing within twenty calendar days of the date the notice of appeal is received, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Article his seniority and employment under the rules and working conditions agreements shall be terminated within twenty calendar days of the date of said decision unless selection of neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

- (c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Article the Organization or the employee involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle the appeals under this Article or his designated representative, the General Chairman of the Organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization and the employee involved shall have the right to appear and present evidence at a

hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties as to the matters decided within the limitations of paragraph (i) of this section. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employees position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Organization and the employee.

- (d) It is understood that if an employee produces evidence to an officer or Local Chairman of the Organization that he is a member in any one of the Labor Organizations as specified in Section 2 of this Article, that will satisfy this Article and no notice will be served by the Organization on the Carrier to have employee removed from service. Employee will be required to produce such evidence on demand of an officer or Local Chairman of the Organization, but will not be required to produce such evidence more than once in a calendar month. If employee fails or refuses to produce such evidence, he may be cited to the Carrier by the Organization as not complying with this Article.
- (e) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the Organization.
- (f) Provisions of investigation and discipline rules contained in the rules and working conditions agreements between the Carrier and the Organization will not apply to cases arising under this Article.
- (g) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and the address(es) of its representatives who are authorized to serve and receive the notices described in this Article. The Carrier shall notify the General Chairman of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Article.

- (h) In computing the time periods specified in this Article, the date on which a notice is received or decision rendered shall not be counted.
- (i) Decisions made pursuant to this section shall be confined to determination of the fact of compliance or noncompliance by the employee with the terms of this Article but do not apply to any questions of law arising out of or in connection with the legally permissible limits of this Article under applicable law.

Section 6.

Other provisions of this Article to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from the date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The above period may be extended by agreement between the Carrier and the Organization.

Section 7.

An employee whose seniority and employment under the rules and working conditions agreements is terminated pursuant to the provisions of this Article or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this Article is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Article shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money

claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Article or upon an alleged violation, misapplication or non-compliance with any provision of this Article. If the final determination under Section 5 of this Article is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Article.

Section 8.

In the event that seniority and employment under the rules and working conditions agreements, is terminated by the Carrier under the provisions of this Article, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employee; provided further, the aforementioned liability shall not extend to be expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Article.

Section 9.

An employee whose employment is terminated as a result of noncompliance with the provisions of this Article shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10.

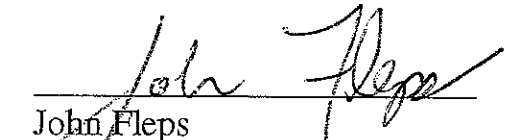
In the application of this Union Shop Article, an employee of the company who is not a member of a labor organization as required by Sections 1 and 2 of this Article, or any new employee entering the service of the company signatory hereto after the effective date of this Article, if he would otherwise be required to be a member of a labor organization under the Union Shop Article, will be deemed to have met the requirements of the Union Shop

Article provided he pays to a labor organization specified in Section 1 or 2 of this Article the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required of all members of such labor organization within the time limits provided for in the Union Shop Article.

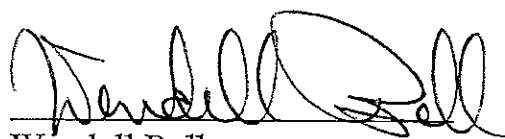
The Agreement shall be effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT FT. WORTH, TX THIS 23rd DAY OF December, 2003.

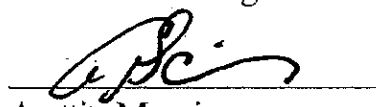
For The Burlington Northern and
Santa Fe Railway Company:

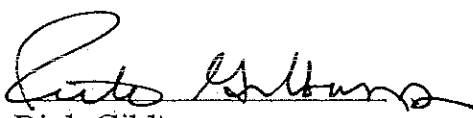

John Fleps
Vice President – Labor Relations

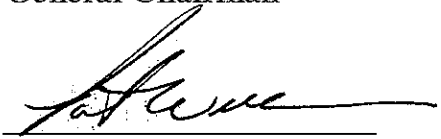

Milton Siegle
Assistant Vice President-Labor Relations



Wendell Bell
General Director-Labor Relations

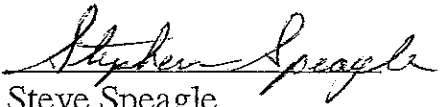
For the Employees
Represented by the
Brotherhood of
Locomotive Engineers:


Austin Morrison
General Chairman


Rick Gibbons
General Chairman


Pat Williams
General Chairman


Dennis Pierce
General Chairman


Steve Speagle
Vice President

BNSF



JOHN J. FLEPS
Vice President - Labor Relations

**The Burlington Northern
and Santa Fe Railway Company**

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level - OOB
Fort Worth, TX 76131-2830
Phone: 817-352-1020
Fax: 817-352-7319

December 23, 2003

Side Letter 1

Mr. Dennis Pierce
General Chairman, BLE
801 Cherry St., Ste 1010 Unit 8
Fort Worth, TX 76102

Mr. Pat Williams
General Chairman, BLE
509 SW Wilshire Blvd., Ste D
Burleson, TX 76028

Mr. Rick Gibbons
General Chairman, BLE
5040 S. Harmony
Rogersville, MO 65742

Mr. Austin Morrison
General Chairman, BLE
7637 Canyon Dr.
Amarillo, TX 79110

Gentlemen:

This letter confirms several understandings that the parties have reached in connection with the Memorandum of Agreement dated December 23, 2003.

1. In the application of Article I, Personal Leave Days, it is agreed that, if the employee elects to receive payment when working (does not actually take personal leave), the personal leave day payment will not be regarded as earnings for extra board guarantee purposes, but will be regarded as earnings for employee protection (like Northern Lines, New York Dock, ID agreements etc.) purposes.

2. In the application of Article IV, Basic Day on Certain Helper Crews, it is agreed that the successful applicants for engineer-only helper service will be trained in the use of helper-link or comparable technology under pay, and once qualified, they may be used as mentors under pay.

Please indicate your acceptance of these understandings by signing this letter.

Sincerely,

Handwritten signature of John J. Fleps in black ink.

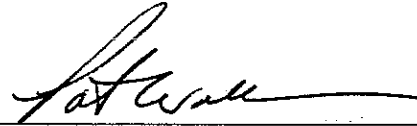
Accepted:

Handwritten signature of Pat Williams in black ink.

General Chairman



General Chairman

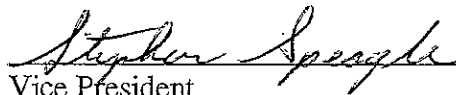


General Chairman



General Chairman

Accepted:



Vice President

cc: Mr. Steve Speagle
Vice President - BLE
1613 Burning Tree Drive
Decatur, IL 62521

BNSF



JOHN J. FLEPS
Vice President - Labor Relations

**The Burlington Northern
and Santa Fe Railway Company**

P.O. Box 961030
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December 23, 2003

Side Letter 2

Mr. Dennis Pierce
General Chairman, BLE
801 Cherry St., Ste 1010 Unit 8
Fort Worth, TX 76102

Mr. Pat Williams
General Chairman, BLE
509 SW Wilshire Blvd., Ste D
Burleson, TX 76028

Mr. Rick Gibbons
General Chairman, BLE
5040 S. Harmony
Rogersville, MO 65742

Mr. Austin Morrison
General Chairman, BLE
7637 Canyon Dr.
Amarillo, TX 79110

Dear Sirs:

In connection with our agreement concerning minimum safety footwear standards, you asked, as information, for an overview of BNSF's current safety boot program and policy. Attached please find BNSF's 2003-2005 Safety Boot Program and Policy for your review. If there are any material changes in BNSF's Safety Boot Program and Policy, the parties will meet and discuss the matter.

Yours truly,

John J. Fleps

A handwritten signature in cursive script that reads "John J. Fleps".

Attachment

2003-2005 Safety Boot Program and Policy

Program Outline (Effective January 1, 2003)

- Upon supervisor approval, one pair of approved BNSF safety boots every 12 months will be subsidized at 80% BNSF contribution, for active employees (White's Boots subsidy is \$150). The employee will be responsible for the remaining 20%, which will be deducted from the employee's payroll in two consecutive pay period deductions of 10% each. The subsidy will not apply to cash payment at time of purchase.
- The 12-month time frame is a rolling 12 months specific to each employee. Therefore, if an employee purchased their last pair of safety boots in April 2002, the employee is eligible (upon supervisor approval and validation of need) for their next BNSF subsidized pair of safety boots in April 2003.
- The employee can choose to purchase additional pairs using the BNSF voucher system by submitting a supervisor signed voucher, selecting an approved BNSF style and allowing the voucher system to deduct 100% of the cost from the employee's payroll over two consecutive pay periods; or they may opt to purchase and pay at the point-of-sale for additional pairs regardless of style or manufacturer, ensuring compliance with the BNSF safety requirements as outlined in the Employee Safety Rules 21.2.2.
- BNSF will pay the first \$150 toward a new pair of boots or the remanufacture of an existing pair of White's boots as part of the policy (one subsidy per 12 months). The balance will be payroll deducted over two consecutive pay periods. If the purchase is the second or subsequent pair within a 12-month period, the employee is responsible for the entire cost of the boots or remanufacture (plus shipping). White's will remanufacture its boots for life. The cost of remanufacture is approximately \$160.
- *If a catastrophic event occurs (i.e. chemical spill) that damages a pair safety boots and makes them unusable for work, authorization for BNSF subsidy must be obtained from a BNSF Shop Superintendent or General Manager for a replacement pair.* If the supervisor determines that replacement is justified, the supervisor should complete and sign the voucher on the exception authorization line. The supervisor then needs to fill out the Safety Shoe Exception Form (found under Corporate Forms, SAF 00010) and e-mail to "Safety Shoes, BNSF" or fax to 817-352-1660. Strategic Sourcing will route the Safety Shoe Exception Form to the appropriate personnel for consideration. If the Shop Superintendent or General Manager does not authorize the replacement pair, the employee will be charged 100% of the purchase price through payroll deduction of equal installments over two pay periods.

- If you have any policy or program questions, please contact your supervisor

Process for Obtaining Safety Footwear

The employee must:

1. Obtain "BNSF Safety Shoe Authorization" form from their supervisor. (Corporate Express Item # 487371265 Dated 01/02).
2. Complete the form and have their supervisor date and sign the form. Only original, fully completed forms will be accepted by retailers or mail order vendors. Employee ID Number and Cost Center information must be provided.
3. The employee must identify himself or herself as a BNSF employee to the salesperson when obtaining authorized footwear. A driver's license or other photo identification must be presented at the time of purchase.
4. Boot purchase history is available online via the Safety Footwear website on the BNSF Intranet. This information may be used to determine eligibility for a BNSF subsidized purchase.

Authorized Retail Locations

- Call the 800 numbers listed below. Speak to the BNSF account representative for the store nearest your location.

Red Wing	1-800-239-1064
Wolverine/CAT Safety Shoes	1-800-789-8586
White's Boots	1-800-541-3786

Comments and Problem Resolution

- Try new safety boots on a carpeted surface. New boots may be returned to the retailer for another size or style of an authorized safety boot. Worn or soiled boots cannot be returned.
- Caterpillar, Wolverine, and Red Wing offer a 1-year warranty against manufacture and material defects for the entire safety boot. The warranty does not include boot problems due to normal wear and tear (i.e. worn soles due to walking on ballast).

- If you experience a qualified defect within the warranty period, return the safety boots to the retailer where purchased. The retailer should honor the warranty above and replace the boots at no cost. There is no need to submit a voucher for another pair of boots.
- Any problems that cannot be resolved between the employee and the retailer should be directed to the applicable shoe company at the 1-800 number listed below:

Red Wing	1-800-239-1064
Wolverine/CAT Safety Shoes	1-800-789-8586
White's Boots	1-800-541-3786

Special Boot Requirements

- BNSF will subsidize the cost of specialized safety boots when a diagnosed medical condition cannot be adequately addressed by the regular program and where the need is determined to be appropriate by BNSF. **Approval by the Medical Department is required prior to such purchases. Contact your region's Medical/Environmental Health manager for more information.**
- BNSF will subsidize non-program safety boots only in cases where there are unique foot size issues that cannot be addressed by shoes offered through the program. To obtain a pair of boots under these circumstances, complete the Safety Shoe Exception Form (MS Word Corporate Form SAF 00010), obtain appropriate supervisor approval and email to "Safety Shoes, BNSF" or fax to 817-352-1660. A representative will contact you with instructions on obtaining the boots.

2003-2005 Approved Styles:

VENDOR	STYLE NUMBER	DESCRIPTION	BNSF COST
CAT	89114	Men	\$ 113.50
CAT	89115	Men	\$ 113.50
CAT	88033	Men	\$ 104.00
CAT	89108	Men	\$ 114.00
CAT	89347	Men	\$ 124.00
CAT	89452	Men	\$ 99.00
CAT	89412	Men	\$ 113.00
CAT	89413	Men	\$ 113.50
CAT	88044	Women	\$ 95.00
CAT	88030	Women	\$ 90.00
CAT	89543	Women	\$ 91.00

Wolverine	3779	Men	\$ 135.00
Wolverine	3176	Men	\$ 145.00
Wolverine	3868	Men	\$ 138.00
Wolverine	4717	Men	\$ 99.00
Wolverine	4710	Men	\$ 99.00
Wolverine	4709	Men	\$ 93.00
Wolverine	3778	Men	\$ 135.00
Wolverine	3121	Men	\$ 129.00
Wolverine	14096	Men	\$ 99.50
Wolverine	13075	Men	\$ 91.00
Wolverine	1655	Men	\$ 145.00
Wolverine	3979	Women	\$ 139.00
Wolverine	1125	Women	\$ 86.00
Wolverine	1460	Women	\$ 149.00
Wolverine	17245	Women	\$ 91.00

Red Wing	5471	Men	\$ 94.00
Red Wing	5479	Men	\$ 105.00
Red Wing	5485	Men	\$ 72.00
Red Wing	2408	Men	\$ 140.00
Red Wing	2204	Men	\$ 125.60
Red Wing	2233	Men	\$ 125.00
Red Wing	2406	Men	\$ 134.00
Red Wing	5488	Men	\$ 100.00
Red Wing	5439	Men	\$ 125.00
Red Wing	2450	Men	\$ 225.00
Red Wing	2414	Men	\$ 176.00
Red Wing	5489	Men	\$ 88.00
Red Wing	2223	Men	\$ 107.00
Red Wing	5524	Women	\$ 75.00
Red Wing	2326	Women	\$ 105.00
Red Wing	2379	Women	\$ 112.00
Red Wing	5434	Women	\$ 87.00

Whites	375VST08	Unisex	\$ 339.00
Whites	400VST10	Unisex	\$ 349.00
Whites	375CST08	Unisex	\$ 330.00
Whites	690CST08	Unisex	\$ 335.00
Whites	114EGFAST	Unisex	\$ 180.00

+ Shipping for White's

BNSF



JOHN J. FLEPS
Vice President - Labor Relations

**The Burlington Northern
and Santa Fe Railway Company**

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level - OOB
Fort Worth, TX 76131-2830
Phone: 817-352-1020
Fax: 817-352-7319

December 23, 2003

Side Letter 3

Mr. Dennis Pierce
General Chairman, BLE
801 Cherry St., Ste 1010 Unit 8
Fort Worth, TX 76102

Mr. Pat Williams
General Chairman, BLE
509 SW Wilshire Blvd., Ste D
Burleson, TX 76028

Mr. Rick Gibbons
General Chairman, BLE
5040 S. Harmony
Rogersville, MO 65742

Mr. Austin Morrison
General Chairman, BLE
7637 Canyon Dr.
Amarillo, TX 79110

Gentlemen:

This letter confirms our understanding in connection with Article III the Memorandum of Agreement dated December 23, 2003.

In the application of Article III - Safety Footwear for Locomotive Engineers, it is agreed that those engineers covered by Article III will have until April 1, 2004 to make the arrangements necessary to be suitably shod under the conditions of this Article. If there are any cases where an employee is unable to obtain qualifying footwear that can be properly fit, we will meet and discuss those instances on a case by case basis prior to any attempts to enforce Article III by local officers.

Please indicate your acceptance of this understanding by signing in the space provided below.

Sincerely,

A handwritten signature in cursive script that reads "John J. Fleps".

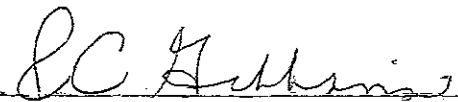
Accepted:

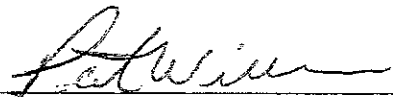
A handwritten signature in cursive script, appearing to be "Pat Williams", written over a horizontal line.

General Chairman

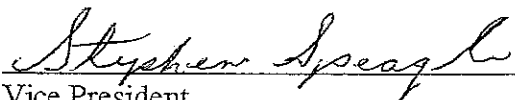
A handwritten signature in cursive script, appearing to be "Rick Gibbons", written over a horizontal line.

General Chairman


General Chairman


General Chairman

Accepted:


Vice President

cc: Mr. Steve Speagle
Vice President - BLE
1613 Burning Tree Drive
Decatur, IL 62521