

**AGREEMENT
BETWEEN
BNSF RAILWAY COMPANY (BNSF)
AND
SYSTEM COUNCIL 16
OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

Due to recent business and economic events, including the demands caused by the 2008 Rail Safety Improvement Act, BNSF has notified System Council 16 of the IBEW of its need to modify existing BNSF locomotives, specifically onboard equipment for Positive Train Control (PTC), including the Train Management Computer (TMC), PTC recorders, screens, power supplies, and related equipment and its intent to do so primarily at the Topeka, Kansas System Maintenance Terminal (SMT), and to a lesser extent, may be performed at Kansas City, KS, Alliance, NE, and other BNSF locomotive shops, in accordance with the terms of the IBEW/ATSF Agreement dated September 1, 1974 and IBEW/BN Agreement dated April 1, 1983.

It is the intent of the IBEW and the BNSF to work in a cooperative effort to perform this work in-house with BNSF/IBEW forces. However, due to the nature of this project and the federally imposed deadline for the installation of the equipment, in addition to other potential demands on BNSF and its workforce, the parties realize that this may not be possible.

In view of the foregoing, the parties have agreed to the following. The terms of Appendix 7 of the IBEW/ATSF Agreement dated September 1, 1974 and Appendix G-2 of the April 1, 1983 IBEW/BN Agreement, specifically the provisions addressing subcontracting are waived for this specific project only and the following will govern:

If it is found that the project cannot be completed in a timely manner due to lack of manpower, shortage of space in facilities, other necessary locomotive requirements, or economic reasons as outlined in the agreements referenced above, the BNSF will notify the General Chairman of its need to subcontract. The BNSF will provide at least seven days advance written notice of the subcontracting to the IBEW General Chairman, said notice to include: the number of locomotives needed to be subcontracted, the locomotive numbers that will be subcontracted, the contractor that will perform the work, and the reasons for necessitating the subcontracting. The General Chairman will provide the BNSF with the names of the IBEW represented contractors capable of performing this work, and such contractors may participate in the bidding process and will be considered in awarding the work. However, BNSF will retain sole discretion on determining the appropriate contractor(s) to be used. Record will be kept of all said work contracted out, including locomotive numbers, name of contractors, work performed, and dates performed, and will be provided to the General Chairman upon request.


Due to the commitment of the parties for the performance of this project, it is fully understood that the utilization of IBEW-represented employees employed by BNSF at any of its facilities under this Agreement is being done as a joint effort by the parties to initiate a successful work project. This work must be performed in a safe, efficient, reliable and productive manner.

If it is found there are issues in the performance of this project as described herein, the parties signatory to this agreement, or their successors, shall, upon written notice by either party, meet to discuss said issues.

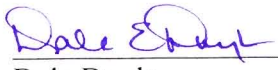
This Agreement remains in effect until the expiration of the mandated PTC implementation requirement at which time BNSF shall provide the IBEW with a 30 day advance written notice of the project completion. The Agreement and its application are not to be considered as a precedent and it shall be without prejudice to the positions of any party on any subject contained herein. It is also agreed that this Agreement and its application shall not be referred to in any other proceeding of any kind whatsoever, excepting only a proceeding to enforce the term of the Agreement. If a dispute arises, the Resolution of Disputes terms of the reference agreements shall apply.

This Agreement shall be effective on April 11, 2011.

Agreed:

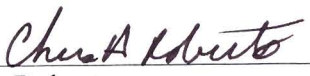


Ollie D. Wick
General Director – Labor Relations



Dale Doyle
General Chairman, IBEW

Approved:



Chris Roberts
Vice President - Mechanical