

**MEMORANDUM OF AGREEMENT**  
**Between The**  
**BURLINGTON NORTHERN AND SANTA FE RAILWAY**  
**COMPANY**  
**And The**  
**UNITED TRANSPORTATION UNION**

Pursuant to Carrier's Notice dated September 2, 2004, interdivisional service may be established between Fort Worth and Temple, Texas to handle identified trains between these terminals under the following conditions.

1. A pool of trainmen shall be established and maintained at each home terminal, pursuant to current schedule rules, sufficient to crew the identified service between Fort Worth and Temple. At each terminal a crew board having a "primary" and "secondary" list shall be maintained that shall operate in the manner described below:
  - 1.1 The primary list at each terminal shall be the list from which trainmen shall be called, in turn, to work or deadhead to the other terminal (except as provided in Sections 3 and 4 hereof).
  - 1.2 The secondary list shall be a list of trainmen at the home terminal who have not advanced to the primary list.
  - 1.3 Each trainman arriving at the home terminal shall be placed to the bottom of the secondary list except when entitled to "restoration of turn."
  - 1.4 Except when a trainman arrives "out of turn," each trainman arriving at the away-from-home terminal shall be placed on the bottom of the primary list even though this will result in exceeding the "quota" established under the provisions of Section 1.5 below.
  - 1.5 The number of home terminal trainmen (i.e., "quota") that shall normally be on the secondary lists at Fort Worth and Temple shall be initially determined and later changed (from time to time as service requirements and crew availability change) by the designated Carrier Officer (Crew Planner), after conferring with the involved UTU Local Chairman, with immediate notification being given to all involved UTU Local Chairmen. This quota may be different at each terminal.

- 1.6 The number of trainmen (i.e., "quota") on the primary list shall be the difference between the number of trainmen assigned to that home terminal and the total number of home terminal trainmen on the secondary list.
- 1.7 When a trainman arrives at the home terminal and adding the trainman to the secondary list causes that list to exceed its current quota, the first-out trainman on the secondary list shall be immediately moved to the bottom of the primary list. If a trainman arrives at the home terminal "out of turn," the trainman shall be marked up in accordance with Section 1.3 as soon as the proper order of markup can be determined.
- 1.8 It is understood that if the designated Carrier Officer (Crew Planner) fails to maintain the proper equalization of work under this Section, upon demand of the designated Local Chairman, the proper adjustment shall be made in order to assure that this Agreement is properly applied.

EXAMPLES:

E-1 At Fort Worth there are ten long pool trainmen assigned. The quota for the secondary list is six at that time and the quota for the primary list is therefore four. A Fort Worth trainman arrives at a time when there are already six trainmen on the secondary list. The first-out trainman on the secondary list shall be immediately moved (i.e., marked up) to the bottom of the primary list since if this were not done, there would have been seven trainmen on the secondary list (which would have exceeded the secondary list's quota).

E-2 At Fort Worth, the primary list stands as follows at the time a decision is made to deadhead a Temple trainman to the home terminal "out of turn" (in order to reduce the number of away-from-home-terminal trainmen):

- |    |                 |    |
|----|-----------------|----|
| 1. | Fort Worth Pool | #4 |
| 2. | Fort Worth Pool | #5 |
| 3. | Temple Pool     | #7 |
| 4. | Temple Pool     | #8 |
| 5. | Fort Worth Pool | #6 |
| 6. | Temple Pool     | #4 |

Temple Pool #7 is called to "deadhead out of turn." It is understood that the term "deadhead out of turn" in this instance refers to out of turn in relation only to trainmen with the same home terminal at the away-from-home terminal.

E-3 At Temple, the primary list stands as follows at the time a decision is made to deadhead a Fort Worth trainman (for the same reason as Example No. 2):

1. Fort Worth Pool #2
2. Temple Pool #4
3. Temple Pool #5
4. Fort Worth Pool #3

Fort Worth Pool #3 is then called to "deadhead out of turn" on the train on which Fort Worth Pool #2 is the working crew. This "deadheading out of turn" pre-empts the usual "first crew deadheads - second crew works" principle.

2. The mileage on this interdivisional district service shall be regulated to approximate 32% of the work to Cleburne trainmen and 68% of the work to Temple trainmen.
  - 2.1 In order to be eligible to claim prior-rights to a turn in this pool or any other benefits provided pursuant to the terms of this agreement, the trainman must have a ground-service seniority date established on or before September 2, 2004 and hold a position in ground –service on that date on the so-called "prior rights" district.
  - 2.2 It shall be the responsibility of the United Transportation Union to advise the appropriate BNSF supervisor regarding the appropriate equity distribution and prior-right turn designations.
3. Crew Management
  - 3.1 Except as otherwise provided in this Agreement, long pool trainmen shall be called on a first-in, first-out basis from the primary list at each terminal, provided the first-out trainman has had sufficient rest under the Hours of Service Law. If possible and when no other trains would be delayed thereby, the Carrier may delay the first-out trainman's call so that he may obtain sufficient rest and depart in proper standing (with timely notation to the proper crew board, line-ups, and the V.R.U. system). If the first-out trainman is not rested, the next following trainman that has sufficient rest shall be called. If there are no rested trainmen on the

primary list, the first-out rested trainman on the secondary list shall be called, with the understanding that an employee called off the secondary list shall not be disciplined account missing or declining a call for service and shall retain his position on the secondary list. Should there be no trainman on either the primary or secondary list that is sufficiently rested, then a make-up extra crew shall be called at the home terminal to operate for one round trip under the terms of this Agreement.

- 3.2 A long pool trainman whose rotation is affected by the provisions of Sections 3 and 4 shall be restored to proper turn (i.e., original rotation) at the next terminal if possible (if this is the away-from-home terminal and the trainman is not rested in time to be restored, restoration shall be accomplished at the home terminal, and so on until rested and proper restoration of turn is accomplished), if the trainman does not tie up at the final terminal in the same order-of-standing as in effect when first called at the home terminal. Each long pool trainman arriving at either terminal shall be marked up at the bottom of the applicable list except when entitled to "restoration of turn."
- 3.3 When a long pool trainman is deadheaded out of one terminal via a mode other than a freight train, any question about being run-around by another long pool trainman with the same home terminal, or vice versa, shall be determined on the basis of proper order at the initial terminal.

#### 4. Deadheading Out of Turn

- 4.1 Long pool trainmen may be called to "deadhead out of turn" from the away-from-home terminal, at any time after arrival, regardless of their standing in relation to at home trainmen and the normal pool rotation, except that trainmen must be called first-in/first-out in relation to other long pool trainmen with the same home terminal. Deadheads shall be timely noted on the crew board, line-ups, and the V.R.U. system. The term "any time after arrival" shall not deny trainmen the right to tie-up for rest as provided under existing Agreements.
- 4.2 When two long pool trainmen are to be called for the same train (one to work and one to deadhead), if one of the trainmen is not rested and the other one is rested, the rested trainman shall work the train and the unrested trainman shall deadhead. (Note the exception in E-3 following Section 1.8.)

5. The district miles between Fort Worth and Temple, Texas shall be 148.
6. BNSF shall be responsible for initially designating how many trains per week are anticipated to be handled by this pool.
7. BNSF shall have the right to add or remove trains to or from those to be handled by this pool by affording the involved Local Chairmen no less than seven (7) days notice to allow for appropriate pool adjustment.
8. Except in cases of emergency, trainmen in this service shall only lay-off and report for service at the home terminal only.
9. Hours of service relief:
  - 9.1 Southbound trains relieved between Fort Worth to and including Cleburne by the first out trainman standing for this interdivisional service at Fort Worth.
  - 9.2 Southbound trains relieved between Cleburne and Temple may be relieved by either the Temple extra board or the first out trainman standing for this interdivisional service at Fort Worth.
  - 9.3 Northbound trains between Temple and Cleburne by the first out trainman standing for this interdivisional service at Temple.
  - 9.4 Northbound trains at Cleburne or between Cleburne and Fort Worth may be relieved by either the Fort Worth extra board or the first out trainman standing for this interdivisional service at Temple.
10. BNSF shall determine the conditions under which trainmen in this service may stop to eat. When trainmen are not permitted to stop and eat, the trainman shall be paid an additional allowance of \$1.50.
11. All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. This rate is exempt from any General Wage increases between October 31, 1985 and December 1, 1995. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision..
12. When an trainman is required to report for duty or is finally relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, BNSF shall authorize and provide suitable transportation for the trainman. Suitable transportation includes BNSF owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

13. Trainmen shall be allowed a meal allowance, at the rate provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
14. Disciplinary hearings or investigations involving trainmen in this interdivisional service will be held at their home terminal, except when the majority of the principals and witnesses who are to attend live at other locations.
15. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service.
  - 15.1 Relocation packages to Fort Worth, Texas shall be limited to the extent that the total number of afforded relocation packages shall not exceed the highest number of Gainesville allocated turns in this pool and shall be applicable only in the case of a bona fide relocation of a prior-rights trainman as defined under Section 2.1 hereof.
16. Except as specifically modified herein, all other Agreements and understandings concerning rules wages and working conditions between Temple and Fort Worth shall remain in effect.

Signed at Ft. Worth, TX on \_\_\_\_\_, 2005 and effective \_\_\_\_\_, 2005.

FOR THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.:

FOR THE UNITED  
TRANSPORTATION UNION:

\_\_\_\_\_  
Assistant Vice President Labor Relations

\_\_\_\_\_  
General Chairman

\_\_\_\_\_  
General Director Labor Relations

APPROVED:

\_\_\_\_\_  
Vice President