



**MILTON H. SIEGELE, JR**  
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*Labor Relations*

**BNSF Railway Company**  
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May 14, 2012

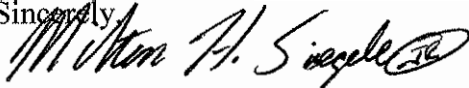
Mr. C.J. Adams  
General Chairman UTU  
2027 South 61<sup>st</sup> Street  
Suite 125  
Temple, TX 76504

File: San Antonio – Eagle Pass/Temple/Smithville

Dear Mr. Adams:

This will serve as notice of BNSF's proposal to begin interdivisional district service between San Antonio, TX and Eagle Pass, Temple and Smithville under the provisions of Article IX of the 1985 UTU National Agreement, scheduled to commence on or about June 5, 2012.

Attached is a copy of the proposed operation for this service. Should you desire to meet and discuss this operation further, please feel free to contact Jason Ringstad to arrange for a meeting.

Sincerely,  


Enclosure

## **MEMORANDUM OF AGREEMENT**

**Between The**

**BNSF RAILWAY COMPANY**

**And The**

**UNITED TRANSPORTATION UNION**

Pursuant to Carrier's Notice dated May 14, 2012, ID Service (as that term is used in Article IX of the 1985 National Agreement) involving the terminals of San Antonio, TX; Eagle Pass, TX; Smithville, TX; and Temple, TX, may be established as provided herein.

1. An unassigned service freight pool, governed by existing agreement provisions, may be established at San Antonio, TX to operate between San Antonio, TX and Eagle Pass, TX; San Antonio, TX and Temple, TX; and San Antonio, TX and Smithville, TX.
  - 1.1 The home terminal for all three runs shall be San Antonio, TX. Eagle Pass, TX., Temple, TX, and Smithville, TX shall be the away-from-home terminals.
  - 1.2 If traffic volume does not support an unassigned service pool, the guaranteed extra board shall cover this service and, during that period, the term "pool" as used in this agreement shall apply to the guaranteed extra board.
  - 1.3 The pool shall operate on a "first-in/first-out" basis at both the home and away-from-home terminals.
  - 1.4 Employees in this service may be used beyond the away-from-home terminal switching limits of Eagle Pass or Smithville, up to 50 miles, to get or deliver their train.
    - 1.4.1 When this occurs, the crew will be paid actual miles traversed, with a minimum of 25 miles, in addition to the trip rate.
2. Temporary vacancies at the home terminal shall first be filled by the next following rested pool turn.
  - 2.1 In the event there is no rested employee on a following turn, the vacancy shall be filled from the San Antonio extra board.

- 2.2 When the vacant turn is filled, it shall immediately be placed to the foot of the pool board.
  - 2.3 If necessary, the Temple conductors' extra board may be used.
3. Employees in this service who lay-off, or who are for any other reason unavailable to perform service, shall take their turn with them for the duration of the unavailability period. Upon marking up, the employee shall go last out on the home terminal board.
  - 3.1 Turns in this pool shall not be considered when calculating the 25% number applicable to the guaranteed extra board.
4. Except in cases of emergency, employees in this service shall lay-off and report for service at the home terminal only.
  - 4.1 Temporary vacancies at the away-from-home terminal shall not be filled. The vacant shall attach to the turn immediately ahead thereof and assume normal rotation at San Antonio.
5. Employees at San Antonio will receive a 1 ½ hour call for service.
6. Employees in this service shall receive a Code 09 meal if on duty eight (8) hours or less, or a Code 72 meal if on duty in excess of eight (8) hours, for each service trip, or combined service trip.
7. Employees 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.
8. All miles run in excess of the miles encompassed in the basic day shall be paid for at the current conductor-only overmile rate. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
9. When a 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 employee.

- 10. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service.
- 11. Except as specifically modified herein, all other Agreements and understandings remain in effect

Signed at Fort Worth, TX on \_\_\_\_\_, 2012 and effective \_\_\_\_\_, 2012

FOR THE BNSF RAILWAY CO.:

FOR THE UNITED TRANSPORTATION UNION:

\_\_\_\_\_  
Milton H. Siegele  
AVP Labor Relations

\_\_\_\_\_  
Chad Adams  
General Chairman

\_\_\_\_\_  
Jason Ringstad  
General Director Labor Relations

