

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

Due to the operational changes attendant to the connection built near Dobbin, Texas, all agreements, understandings and interpretations applicable to the current service between Temple and Houston, Texas are eliminated upon the effective date of this agreement. Concurrently the parties agree that, interdivisional service may be established between Temple and Houston, Texas under the following conditions:

1. Interdivisional pool freight trainmen will operate between Temple and Houston, through the terminals of Somerville and/or Bellville, Texas. Temple shall be the home terminal for crews working out of Temple to Houston and return, and Houston shall be the home terminal for crews working out of Houston to Temple and return.
 - 1.1 The district miles between Temple and Houston shall be 213.
 - 1.2 Trainmen in interdivisional service shall not be used to perform non-interdivisional service.
2. BNSF will determine the ratio of calling home terminal and away-from-home terminal pool freight trainmen at Temple and Houston, dependent upon the needs of the service and trainman availability. The ratio of calling trainmen with the same home terminal in comparison to trainmen from the other home terminal, at either Temple or Houston, shall not exceed 5:1, except as provided below.
 - 2.1 In the event of a bona fide emergency, the calling ratio shall not apply
 - 2.2 In the absence of an available away-from-home terminal trainman, more than 5 home terminal trainmen may be called.
 - 2.3 If either party to this Agreement is of the opinion that application of the 5:1 ratio creates undue hardship and imbalance, the matter will be discussed between the Local Chairmen and the Crew Superintendent. Failing resolution, the matter may be appealed by the General Chairman to the Assistant Vice President of Labor Relations
3. Except in cases of emergency, trainmen in this service shall only lay-off and report for service at the home terminal only.

- 8.1.1 Trainmen at the home terminal shall receive line mile compensation for a round trip and be placed to the bottom of the home terminal "inactive" board.
 - 8.1.2 Trainmen at the away from home terminal shall be deadheaded home and paid line miles at the working rate.
 - 8.1.3 The payments contemplated by this Section 8 shall not be due under circumstances where BNSF can document that the excessive activation was due to circumstances beyond the control, e.g., line obstruction, derailment, flood, fire or act of God.
- 8.2 Trainmen at the away from home terminal who receive a call to deadhead to the home terminal after having been tied up in excess of twelve (12) hours at the away from home terminal shall receive payment of line miles for such deadhead.
9. The active board shall be updated at each activation time by deleting trainmen that have been called during the prior four hours and adding trainmen being activated.
- 10 Silsbee and Teague trainmen shall recover their respective "equity" from the Houston end of this pool. The designated UTU representatives shall advise the appropriate BNSF Officer of the number of turns to be allocated to Silsbee and Teague.
11. As of 12:01 a.m. each Tuesday, UTU Local Chairmen will be provided a status report of trips made by Temple and Houston trainmen during the preceding seven-day period (from the preceding Sunday at 12:01 a.m.).
 - 11.1 BNSF will be obligated to obtain a trip equity reflecting 50 % of the trips made by Temple trainmen and 50% of the trips made by Houston trainmen, plus or minus 4 trips, at any point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day.
 - 11.2 If at any point during the 72-hour period from 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day the trip equity balance is within four trips, no adjustment shall be made to balance the pool. A new balance cycle shall not begin until 12:01 a.m. on the 15th day, or 12:01 a.m. on the third Sunday.
 - 11.2.1 When the trip equity balance is within four trips at any point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day of the cycle, the number of trips within the allowable parameter of four shall be carried over to the next balance cycle.

13. Trainmen 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.
14. 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.
15. When a trainman is required to report for duty or is 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.
16. 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.
17. 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.
18. Trainmen in this service may advance their vacations so as to coincide with layover days at the home terminal as well as mark-up during the last 24-hour calendar day of the vacation in order to avoid missing a trip in unassigned pool freight service.
19. Trainmen holding a turn in this unassigned pool freight service may mark-up during the final 24-hour period of vacation in order to avoid missing a round trip.
20. When a crew is required to exchange trains with another crew en-route, the crew (both pre and post-1985) will be paid one (1) hour each time required to exchange trains. Trainmen may not be moved to a train travelling in the opposite direction.
21. When a trainman in this service is tied up under the Hours of Service Law or required to give up a train, the trainman shall be promptly deadheaded to the destination terminal.
 - 21.1 When an interdivisional pool freight trainman is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip there shall be one (1) hour of "free" time from the time the trainman ran out of time under the Hours of Service Law. After the one (1) hour of "free" time, the trainman

24. Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th the daily rate paid them for the last service performed. Should an employee be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service. Payment accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.
25. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service.
26. Except as specifically modified herein, all other Agreements and understandings concerning work performed between Houston and Temple remain in effect.

Signed at Ft. Worth, TX on June 9, 2003 and effective

June 16, 2003

FOR THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.:

Milton S. ...
Assistant Vice President Labor Relations

[Signature]
General Director Labor Relations

FOR THE UNITED
TRANSPORTATION UNION:

G. D. Welch
General Chairman

[Signature]
General Chairman

APPROVED:

A. B. ...
Vice President

- Q. Will trainmen who are on duty but have not departed as of 11:59 p.m. on the 14th day be counted in the trip balance?
- A. Yes.
- Q. How will trainmen overtaken by the Hours of Service Law be treated with respect to trip balance?
- A. Trainmen in this service overtaken by the Hours of Service Law will be credited with the entire one-way trip for balancing purposes. Likewise, a trainman in this service properly utilized to perform Hours of Service relief will be credited with an entire one-way trip for balancing purposes.
- Q. What if there is an involuntary service interruption affecting this pool between 12:01 a.m. on the 8th day and 11:59 p.m. of the 14th day of the balancing cycle?
- A. The Carrier will attempt to balance the trips at some point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day. However, if conditions were such that a trip balance of "4" cannot be obtained between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day as a result of the service interruption, the Carrier will not be responsible for balancing trips between the pools for that particular cycle; however, the imbalance will be carried over to the next balancing cycle.
- Q. If a trip balance of "4" is obtained on the 12th or 13th day of the cycle, when does a new cycle begin?
- A. Regardless of when a "4" balance is reached between 12:01 a.m. on the 12th day or 11:59 p.m. on the 14th day, a new balance cycle begins at 12:01 a.m. on the 15th day, or every third Sunday at 12:01 a.m.
- Q. Will any trips incurred as a result of work/wreck trains be utilized for trip balancing purposes?
- A. No, only trips incurred in ID freight service will be included in trip balance.