

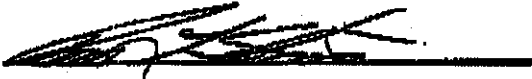
**MEMORANDUM OF AGREEMENT
BETWEEN
BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY
AND
UNITED TRANSPORTATION UNION**

The short pool work out of Temple has increased to a level that would justify the establishment of a conductor only pool headquartered at Temple, TX, to operate in three directions. This pool will operate as follows:

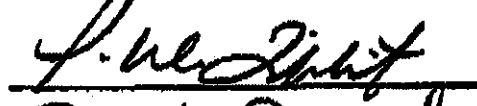

- 1. This pool will protect turn around service between Temple and Brownwood; Temple and Cleburne; and Temple and Somerville.
 - 1.1 This pool will not protect Hours of Service Relief Service.
 - 1.2 These crews will be paid all miles operated with a minimum of a basic day with overtime after miles operated.
- 2. This pool will make only one turn around trip per tour of duty.
- 3. The Carrier will establish three conductor only turns in this pool and the UTU Local Chairman will make all necessary adjustments thereafter.
 - 3.1 If this pool is exhausted, the Carrier can operate conductor only make-up turns to protect the additional service

The Parties agreed that the provisions of this Agreement are made without prejudice and on a non-referable basis to either Party's position concerning this or any other issues. It was also agreed that either Party can cancel this Agreement by serving a five day written cancellation notice on the other Party.

FOR: Burlington Northern Santa Fe



FOR: United Transportation Union:

PUBLIC LAW BOARD NO. 5970

**Award No. 8
Case No. 1**

(
(**UNITED TRANSPORTATION UNION**
(
(
Parties to Dispute: (**-and-**
(
(
(**BURLINGTON NORTHERN SANTA FE RAILWAY**
(

Statement of Claim: Claim of Wyoming Seniority District (Sterling) Conductor J. C. Christofferson for payment of two (2) 100 mile short turn trips on May 26, 1994.

INTRODUCTION

This Board is duly constituted by agreement of the parties dated January 10, 1997 ("The PLB Agreement"), and as further provided in Section 3, Second of the Railway Labor Act ("Act"), 45 U.S.C. Section 153, Second. The Board, after hearing and upon review of the entire record, finds that the parties involved in this dispute are a Carrier and employee representative ("Organization") within the meaning of the Act, as amended.

Decision. No; but crews should not ordinarily be required to begin work on the second or succeeding trip when it is apparent that the departure from the terminal will be delayed beyond eight hours from going on duty on initial trip.

Question 105. In operating turn-around service under this section, may crews be turned at a terminal out of which other crews operate?

Decision. Yes.

Question 106. Where crews are called for turn-around service, in what territory may they be used?

Decision. They may be used in either or both directions out of the initial terminal in territory where it is permissible to use them for other than short turn-around trips.

Question 107. Does this section apply to crews in pusher helper service, mine run, work trains, wreck trains?

Decision. No.

The Organization's submission provides a detailed history of Rule 19(b). In the arbitration award between the Eastern Railroads and the Order of Railway Conductors and Brotherhood of Railroad Trainmen, issued November 10, 1913 ("1913 Arbitration Award"), the short turn-around language contained in Rule 19(b) is readily apparent. In Article I of the decision, the following relevant language was set forth:

Crews in pool or irregular freight service may be assigned to make short trips and turn-arounds with the understanding that one or more turn-around trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day, provided that the mileage of all the trips does not exceed 100

questions and joint conclusions were reached relative to the short turnaround provision of Article I.

Question:

- (1) Does the short turn-around clause of Article "I" prohibit the running of two round trips, A to B and return, when the distance between A and B is 26 miles, total mileage to be covered in making aforesaid round trips being 104 miles?
- (2) Can Article "I" be interpreted to prohibit the running of two round trips of 70 miles each — total 140 miles?
- (3) Is Article "I" intended in any way to limit the mileage of crews in turn-around service, provided they do not leave home terminal after having made 100 mile or have been on duty 10 hours?

Answer: —

- (1) Interpretation of Article "I" states that in combining short freight trips the railroads are limited to an aggregate of 100 miles.
- (2) In combining short freight trips the railroads are limited to an aggregate of 100 miles.
- (3) In combining short freight trips the railroads are limited to an aggregate of 100 miles. No succeeding trip included in a series of short turn-arounds can be started after the crew has been on duty 10 hours.

In a letter dated February 26, 1945, from Assistant to Executive Vice President H. J. Hoglund on the Burlington Lines to General Chairman F. L. Smith of the Order of Railway

consecutive hours, except as a new day subject to the first-in first-out rule or practice.

On August 21, 1919, Interpretation No. 1 to Supplement No. 16 to General Order No. 27 issued. In addressing questions relative to Article XI (b), the following issue was addressed: "Question 107. — Is this rule mandatory, and does it supersede the short turnaround provision contained in the second paragraph of Article I of the Conductors' and Trainmen's Eastern Award of 1913? Decision. — Yes."

FINDINGS

The claimant in the present dispute, conductor J. C. Christofferson, was assigned as a freight pool conductor called in short turnaround service out of Sterling, Colorado, on May 26, 1994. He was transported by crew van from Sterling to Brush, Colorado, and returned with Train DSCSTAS26, a round trip of 70 miles. Claimant was again transported from Sterling to Brush, and returned with Train 07AT127 to Sterling for a total of 140 miles. Claims were filed for two, 100 mile trips, or for a second day, based on the total mileage being in excess of 100 miles. Instead, the Carrier paid claimant only for the actual 140 miles run.

of a train, transport by van or deadheading. In so doing, the Carrier is able to retrieve trains whose crews have expired under the hours of service law, and bring those trains into terminals. This flexibility to use a single crew to make multiple trips in and out of the terminal is an operational necessity which enables the Carrier to preserve rested and available personnel for other purposes. The question here, argues the Carrier, is when and where a new day accrues to conductors and trainmen in short turnaround service. The Carrier's position throughout the on-property handling is that conductors and trainmen qualify for a new day only upon departing from the initial terminal on a succeeding short trip after having accrued a minimum of 100 miles on all previous trips combined. While the rule only refers to a new day when a conductor or trainman departs the terminal "after having been on duty eight (8) consecutive hours," the use of terms "100 miles" and "eight hours" are historically interchangeable, and logic and consistency requires that the qualification for a new day on a mileage basis is predicated on departing the terminal after having accrued a minimum of 100 miles, or eight (8) hours. The concepts of mileage and time-on-duty are inexorably linked, and the Organization cannot separate the two as it seeks in this case. It is only when a crew is sent out from the terminal point after Rule 19's 100 mile or eight-hour thresholds have been met that a penalty is to be paid.

It is clear to the Board that General Order No. 27, Supplement No. 16 or the ensuing interpretations which superseded the short turnaround provision of the second paragraph of Article I of the 1913 Arbitration Award, do not alter the outcome of this dispute. The Carrier was granted significant flexibility with Rule 19(b) to run crews in short turnaround, with the two provisos that it cannot do so when the mileage of all the trips exceeds 100 miles, and that conductors shall not be required to begin work on succeeding trips out of the initial terminal, in this case Sterling, after eight consecutive hours on duty.

Clearly, the first proviso of Rule 19(b) has been violated. Once a conductor is called to make short turnarounds under Rule 19(b) which exceed, in their aggregate, 100 miles, that conductor has effectively been called to work a new day. The Board notes there is nothing in Rule 19(b) which prevents the Carrier from using the crews in this fashion, but given the history of the rule such use results in exceeding the 100 mile limit, and a penalty is triggered consistent with established arbitral authority in the rail industry.

In NRAB First Division Award No. 1912 (1937), a claim was made by a conductor and brakeman on the CB&Q for 700 miles based upon seven round trips of 24.34 miles each leg. The crew was on duty for 13 hours and fifteen minutes. While rejecting the claim for 700 miles, the Board did sustain the claim for 400 miles finding the claimants were entitled to 100 miles for the first and second roundtrip, "the day being completed on arrival at Lincoln

BNSF



MARKA LOUISE HUGHES
*General Director - Labor Relations &
Operating Timekeeping*

Burlington Northern Santa Fe

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Phone 817 352-1082
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marka.hughes@BNSF.com

February 22, 2001

Paul Tibbit, General Chairman
United Transportation Union
P.O. Box 3069
Temple, TX 7650

Dear Paul:

I am writing in response to your letter to me of June 26, 2000 and our numerous conversations concerning the issue raised in your second paragraph, the application of cost-of-living adjustments to the in lieu of meal allowance provided for in the May 1, 1985 Memorandum of Agreement.

As a result of our conversations, Operating Timekeeping has applied all applicable COLA increases from January 1, 1986 to date. The current payment for this in lieu of meal allowance is \$6.78. As you and I decided, Operating Timekeeping will regross all pay records from July 1, 2000 to date where the allowance provided for in this memorandum was paid in the amount of \$6.00, using the current payment amount of \$6.78. This will be done with the close of the second half of February 2001 payroll,

Respectfully,

A handwritten signature in cursive script, appearing to read "Marka".

cc: George Wong
Gene Shire

cc LC's

P. W. Tibbit
General Chairman
T. W. Hardy
Senior Vice Chairman
D. H. Jones
Junior Vice Chairman
J. M. Wilson
Vice Chairman Enginemen
R. K. Williamson
Secretary

**united
transportation
union**

General Committee of Adjustment
(Conductors - Trainmen - Yardmen - Enginemen)

BNSF Railroad
Santa Fe Northern & Southern Division



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June 5, 2002
GO 393-45-02

R. A. Boldra, Director Labor Relations
BNSF Railway Company
PO Box 961030
Fort Worth, TX 76161-0030

Mr. Boldra:

This letter will confirm our telephone conversation this date.

Vulcan Industries at approximately milepost 138 on the Galveston Subdivision is currently outside the limits of the Temple Short Pool (Board 31) crews. The limits of the Temple Short Pool on the Galveston Subdivision will be extended to encompass the limits of Vulcan Industries with the understanding that crews may handle trains destined for Vulcan Industries to Landes Siding for the purpose of running around their train to facilitate spotting of Vulcan tracks.

If this accurately reflects our conversation, please signify by signing below.

Yours truly,

P. W. Tibbit
General Chairman

RA Boldra
R. A. Boldra, Director

LABOR RELATIONS

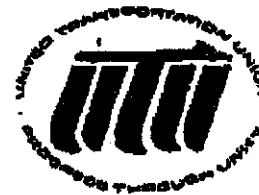
JUN 07 2002

FT. WORTH

P. W. Tibbit
 General Chairman
 T. W. Hardy
 Senior Vice Chairman
 B. H. Jones
 Junior Vice Chairman
 J. M. Wilson
 Vice Chairman Engineers
 C. L. Wickliffe
 Secretary

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 union**

General Committee of Adjustment
 (Conductors • Trainmen • Ticketmen • Engineers)
BNSF Railroad
 Santa Fe Northern & Southern Division



P.O. Box 3059
 Temple, TX 76705
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June 25, 2003
 GO 393-65-03

Mr. G. L. Shire, General Director
 Labor Relations
 BNSF Railway Company
 PO Box 961030
 Ft. Worth, TX 76161-0030

Dear Sir:

This letter will serve to confirm understanding reached this date concerning *short pool* turnaround service at Temple, Texas.

The current agreement provides that the pool is a mileage-regulated pool at this time and currently calls for three (3) turns. (Section 3)

We have agreed to amend that section of the agreement to provide that the pool will be guaranteed a minimum of combo extra board rate of pay. The Carrier shall have the right to determine the number of extra turns above the number of turns called for by mileage regulation and the *mileage* turns will continue to count toward combo extra board regulation.

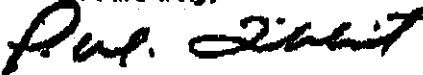
The remainder of the agreement remains in effect.

This understanding will remain in effect for a minimum of 90 days after which it may be cancelled by either party, giving 5 days written notice of cancellation to the other party.

If this accurately reflects our understanding, please signify by signing in the space provided below.


 G. L. Shire, General Director

Yours truly,



P. W. Tibbit
 General Chairman

Attachment

BNSF



Melissa Beasley
Manager
Labor Relations

BURLINGTON NORTHERN SANTA FE

2600 Lou Menk Drive
P.O. Box 961030
Fort Worth, Texas 76161-0030

Telephone: (817) 352-1070
Fax: (817) 352-7482

July 8, 2003

Mr. P. W. Tibbit
General Chairman
United Transportation Union (CTY&E)
P. O. Box 3069
Temple, TX, 76505-3069

Dear Mr. Tibbit:

This letter is in response to your letter of May 30, 2003 concerning the handling of extra boards in Temple, TX, as well as the Temple Short Pool

The Carrier maintains that the extra board employees can, and should, be utilized for multiple trips in connection with hours of service relief. However, Mr. Boldra did not take the position that those crews could be used to also shuttle trains out of the terminal. Labor Relations has contacted the Carrier Officers at Temple and informed them that this was never the intention of any instructions put out by this office, and that the Temple Short Pool should be utilized for that type of service.

If you wish to discuss this matter further, please feel free to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Melissa Beasley".
Melissa Beasley
Manager - Labor Relations

re. CLW
CSA
D&D

BNSF



ROGER BOLDRA
Director
Labor Relations

BURLINGTON NORTHERN SANTA FE

2600 Lou Menk Drive
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January 30, 2004

Mr. P. W. Tibbit
General Chairman
United Transportation Union (CTY&E)
P. O. Box 3069
Temple, TX 76505-3069

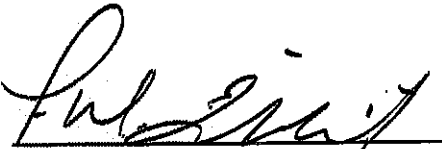
Dear Mr. Tibbit:

This is in regards to our discussion concerning trip rates and the conductor only turn around service protected by Temple Board 31.

Due to the irregularities of this service, we agreed that we would not implement a Trip Rate to this board. It was understood that Article V, Part B, Section 9 (h) of the UTU 2002 National Agreement would not apply and employees protecting service from this board would continue to be paid under current applicable agreements. It was understood that we could later mutually agree to create and implement a Trip Rate at some other time if we both agreed to do so.

If you agree that the above reflects our understanding, please affix your signature below.

Sincerely,



UTU General Chairman Tibbit



united transportation union

May 31, 2007

GO 393-29-07

G. L. Shire, General Director
BNSF Railway Company
PO Box 961030
Fort Worth, TX 76161-0030

Dear Sir:

This letter will confirm our discussions of May 30, 2007 concerning various issues connected to the anticipated re-acquisition of the Conroe Subdivision.

With regard to trains operating between Temple and Beaumont via the Conroe Subdivision:

At Somerville, Temple crews may receive or deliver their trains to any point between Davidson, Texas and Dobbin, Texas.

Likewise, Beaumont crews may receive or deliver their train to any point within these same limits.

Temple crews operating trains beyond Somerville to/from points between Somerville and Dobbin or Beaumont crews operating to/from points between Somerville and Davidson will receive pay for actual miles ran, with a minimum of 25 miles, which will be in addition to all other earnings or guarantee and time nor miles involved will be used to extend overtime threshold.

If this correctly reflects our understanding, please signify by signing in the space provided and return a copy to this office.

A handwritten signature in black ink, appearing to read 'G. L. Shire', written over a horizontal line.

G. L. Shire, General Director
Labor Relations

Yours truly,

A handwritten signature in black ink, appearing to read 'P. W. Tibbit', written in a cursive style.

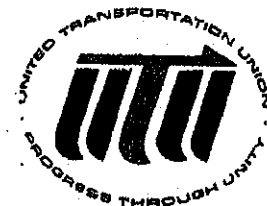
P. W. Tibbit
General Chairman

cc: John Klaus

P.W. Tibbit
General Chairman
C.L. Wickliffe
Senior Vice Chairman
D. H. Jones
Junior Vice Chairman
J.M. Wilson
Vice Chairman Enginemen
J.L. Stubbs, Jr.
Secretary
Pam Neal
Office Manager

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General Committee of Adjustment
(Conductors - Trainmen - Yardmen - Enginemen)
BNSF Railroad
Santa Fe Northern & Southern Division



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email: ututibbit@sbcglobal.net

June 4, 2007
GO 393-31-07

G. L. Shire, General Director
Labor Relations
BNSF Railway Company
PO Box 961030
Fort Worth, TX 76161-0030

Dear Sir:

This letter is to confirm our understanding that traffic between Temple, Texas and Kerr, Texas and traffic between Temple, Texas and Halsted, Texas will be protected by Temple Board 31 (short turnaround pool).

If this accurately reflects our understanding please signify by signing in the space provided and return a copy to this office.

Yours truly,

P. W. Tibbit
General Chairman

I agree:

G. L. Shire, General Director
BNSF Labor Relations



Gene L. Shira
General Director
Labor Relations

BNSF Railway Company
P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Manck Drive
Fort Worth, TX 76161-0030
817-352-1076
817-352-7482 (fax)
gene.shira@BNSF.com

January 15, 2008

Mr. P.W. Tibbit
General Chairman UTU
P.O. Box 3069
Temple, TX. 76504

Mr. P.J. Williams
General Chairman BLET
101 N. Beverly Street
Crowley, TX 76036

Gentlemen:

This will memorialize our discussion and correspondence concerning the relatively short-term operation of rock trains between Kerr and Houston, the Kerr to Smithville portion via UPSP trackage rights.

BNSF intends to utilize Temple Crews to handle the trains between Kerr and Smithville - Board 31 for the conductor and the BLET extra board for the engineer. Between Smithville and Houston, BNSF will utilize Houston extra board conductors and engineers. We will use existing agreement provisions to perform this work, recognizing that while these are trains operating between terminals, there will not be a sufficient volume to create a pool. Therefore, we are satisfying the spirit and intent of the conductor-only provisions.

As I represented to you during this process, this is intended to be a short-term initiative to accommodate, among other things, programmed track work. Furthermore, as we discussed, BNSF is anticipating constructing a connection at Milano that will directly affect how this traffic will be handled in the future. It will be necessary for us to discuss that initiative when the actual implementation time comes closer.

Sincerely,

The gangs are suppose to be back on the Galveston sub in 2 months and they are going to run the Kerr loads down the UP. Kerr-Deerfield Kerr Martin Lake trains. Just to let you know

Curtis



Gene L. Shire
General Director
Labor Relations

BNSF Railway Company
P.O. Box 961030
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Fort Worth, TX 76161-0030
817-352-1076
817-352-7482 (fax)
gene.shire@BNSF.com

Mr. P.J. Williams
General Chairman BLET
101 N. Beverly Street
Crowley, TX 76036

March 12, 2008

Dear Mr. Williams,

Reference our conversation addressing an initiative on the Gulf Division concerning the tie gang on the Lampasas Sub and shuttling trains out of Temple.

I understand that you are agreeable that, for 90 days from March 12, 2008, that the agreement provisions attendant to your Board 67 (Temple/Brownwood) are modified to allow for multiple trips out of Temple, in shuttle service.

For each trip out of Temple above the initial trip, an allowance of 25 miles per trip, above and beyond the trip rate, will be allowed.

If this accurately reflects what was understood through this process, please signify by placing your signature in the space provided below, returning a fully-executed copy to the undersigned.

Sincerely,

I APPROVE:

General Chairman



Gene L. Shire
General Director
Labor Relations

BNSF Railway Company
P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Hank Drive
Fort Worth, TX 76161-0030
817-352-1075
817-352-7482 (fax)
gene.shire@BNSF.com

Mr. P.W. Tibbit
General Chairman UTU
P.O. Box 3069
Temple, TX. 76504

March 12, 2008

Dear Mr. Tibbit,

Reference your conversation with Gulf Division supervision concerning the tie gang on the Lampasas Sub and shuttling trains out of Temple.

I understand that you have negotiated an understanding locally to address conditions attendant to the MOW initiative on the Lampasas Subdivision. That local understanding is that you are agreeable that, for 90 days from March 12, 2008, the Temple Short Pool Agreement (Board 31) is modified to allow for multiple trips out of Temple, in shuttle service.

For each trip out of Temple above the initial trip, an allowance of 25 miles per trip, above and beyond guarantee, will be allowed.

If this accurately reflects what was understood through this process, please signify by placing your signature in the space provided below, returning a fully-executed copy to the undersigned.

Sincerely,

I APPROVE:

General Chairman



Gene L. Shire
General Director
Labor Relations

BNSF Railway Company
P.O. Box 961030
Fort Worth, TX 76131
2600 Lou Menk Dr.
OOB Garden Level
Fort Worth, TX 76131
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(817) 352-7318
Gene.Shire@bnsf.com

February 26, 2010

Mr. C. Wickliffe
General Chairman UTU
P. O. Box 3069
Temple, Texas 76505

Dear Mr. Wickliffe,

Reference our conversation addressing an initiative on the Gulf Division concerning the tie gang on the Lampasas Sub and shuttling trains out of Temple.

I understand that you are agreeable that, for 90 days from February 26, 2010, that the Temple Short Pool Agreement (Board 31) is modified to allow for multiple trips out of Temple, in shuttle service.

For each trip out of Temple above the initial trip, an allowance of a minimum 25 miles or actual miles run per trip, above and beyond the guarantee, will be allowed.

If this accurately reflects what was understood through this process, please signify by placing your signature in the space provided below, returning a fully-executed copy to the undersigned.

Sincerely,

I APPROVE:

Gene L. Shire

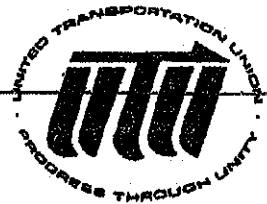
General Chairman

C. J. Adams
General Chairman
G. D. Casteeff
Senior Vice Chairman
B. J. Reid
Junior Vice Chairman
G. D. Schaaf
Vice Chairman Enginemen
S. L. Bates
Secretary
Pam Neal
Office Manager

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General Committee of Adjustment
(Conductors - Trainmen - Yardmen - Enginemen)

BNSF Railroad
Santa Fe Northern & Southern Division



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email: utuadams@sbcglobal.net

June 24, 2011
GO 393-42-11

G. L. Shire, General Director
Labor Relations
BNSF Railway Company
PO Box 961030
Fort Worth, TX 76161-0030

Dear Sir,

Reference our conversation addressing an initiative on the Gulf Division concerning track maintenance on the Galveston Sub and shuttling trains out of Temple.

I understand that you are agreeable that, for 60 days from July 5, 2011, that the Temple Short Pool (Board 31) is modified to allow for multiple trips out of Temple, in shuttle service.

For each trip out of Temple above the initial trip, an allowance of a minimum 25 miles or actual miles run per trip, above and beyond the guarantee, will be allowed.

If this accurately reflects what was understood through this process, please signify by placing your signature in the space provided below, returning a fully-executed copy to the undersigned.

Sincerely,

C. J. Adams

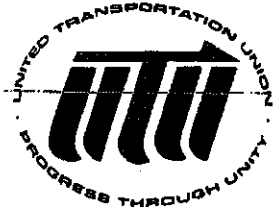
I APPROVE:

G. L. Shire

cc: R. W. Loyd
R. D. Singleton
G. D. Schaaf

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transportation
union**

General Committee of Adjustment
(Conductors - Trainmen - Yardmen - Enginemen)
BNSF Railroad
Santa Fe Northern & Southern Division



C. J. Adams
General Chairman
G. D. Casteel
Senior Vice Chairman
B. J. Reid
Junior Vice Chairman
G. D. Schaaf
Vice Chairman Enginemen
S. L. Bates
Secretary
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Office Manager

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email: utuadams@sbcglobal.net

April 11, 2011
GO 393-33-13

G. L. Shire, General Director
Labor Relations
BNSF Railway Company
PO Box 961030
Fort Worth, TX 76161-0030

Dear Sir,

Reference our conversation addressing an initiative on the Texas Division concerning track maintenance on the Fort Worth Sub and shuttling trains out of Temple.

I understand that you are agreeable that, for 90 days from April 11, 2011, that the Temple Short Pool (Board 31) is modified to allow for multiple trips out of Temple, in shuttle service.

For each trip out of Temple above the initial trip, an allowance of a minimum 25 miles or actual miles run per trip, above and beyond the guarantee, will be allowed.

If this accurately reflects what was understood through this process, please signify by placing your signature in the space provided below, returning a fully-executed copy to the undersigned.

Sincerely,

C. J. Adams

I APPROVE:

G. L. Shire

cc: R. W. Loyd
R. D. Singleton
G. D. Schaaf



Milton H. Siegele, Jr.
Assistant Vice President
Labor Relations

BNSF Railway Company
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Fort Worth, TX 76131
(817) 352-1068
(817) 352-7319
Milton.Siegele@bnsf.com

January 23, 2017

Mr. Chad Adams
General Chairman, SMART-TD
P.O. Box 2050
Belton, Texas 76513

Re: Expanded designation of interchange tracks at McNeil, Texas

Mr. Adams:

This letter is being sent pursuant to Article 35 of the ATSF Northern and Southern Conductor's and Brakemen's base agreement, and Article 57 of the ATSF Northern and Southern Yardmen's base agreement.

Effective immediately the Austin Western Railroad (AWRR) has agreed to expand interchange tracks for BNSF at McNeil, Texas. These expanded rights include all tracks within AWRR's milepost 70.23 and 73.72.

Sincerely,

Milton H. Siegele, Jr.

MHS/crk