

T. W. Hardy
Senior Vice Chairman

R. K. Williamson
Junior Vice Chairman

H. D. Greene
Secretary

Scotty Plaster
Vice Chairman,
Enginemen

**united
transportation
union**
General Committee of Adjustment
(Conductors - Trainmen - Yardmen - Enginemen)
BNSF - Santa Fe RR Company

Texas Division
P.O. Box 3069
Temple, TX 76505



P. W. Tibbit
General Chairman

(817) 742-1124
Fax: (817) 742-1613



July 27, 1998

Mr. M. J. Molitor
Division Superintendent
BNSF Texas Division
14100 John Day Road
Haslet, TX 76052

Dear Sir:

This has reference to our conversation concerning establishing Terminal Work Coordinator positions at Temple, Texas.

22844 current (7-1-02)
21966 current 1-1-02

1. These positions shall be paid a basic daily rate of \$204.19, subject to future general wage increases and cost of living allowances.

2. Air and ETD pay shall not be payable to these positions.

3. So long as it does not infringe on existing contractual rights held by other crafts, Terminal Work Coordinators may:

- 3.1 Assist road crews in making pick ups or set outs including set and release of hand brakes, making couplings and relaying and or giving instructions via hand or radio signals.
- 3.2 Communicate with dispatcher, trainmaster, assistant trainmaster, MCO and roundhouse to gather information pertaining to inbound and out bound trains in order to efficiently and expeditiously utilize train crews.
- 3.3 Update lineups, issue train calls to crew office, gather information for train crews such as track warrants, train lists, switch lists, etc. (Terminal Work Coordinator when gathering this information for train crews does not assume responsibility for accuracy nor relieve train crew of any responsibility in connection therewith.)
- 3.4 Line main track and yard switches for the purpose of assisting trains into or out of the Yard.

- 3.5 Make air hose couplings between cars and assist in or perform initial terminal inspections and air test.
 - 3.6 Replace or change batteries in ETD. When a Terminal Work Coordinator is required to handle an ETD while assisting a road ground crew, the road ground crew will be allowed payment for handling ETD (Code 34).
4. When assisting a road crew, the Terminal Work Coordinator will become a member of that crew.
- 4.1 It is understood that when a Terminal Work Coordinator assists a conductor in performing service defined by Article II (2) of the 1992 Memorandum of Agreement as a work event, the service performed will still be a work event for the Conductor.
 - 4.2 The Terminal Work Coordinator will not perform service outside the Temple switching limits as defined by Article 70 of Yardmen Schedule Agreement.
 - 4.3 When assigned to assist a road crew, or is attached to a crew, the Terminal Work Coordinator may not be assigned or attached to another crew until such time as the work coordinator is released from the service with the previous crew, i.e., a work coordinator shall only work with one road crew at any given time.
5. Terminal Work Coordinator Positions will be assigned for no less than 5 days per week. Eight hours or less shall constitute a days work.
6. Vacation pay shall be paid at 1/52nd of the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) basic days at Yard Foreman's rate of pay.
7. Personal leave days for this position shall be paid at the Yard Foreman's basic day rate of pay.
8. Bidders on these positions must demonstrate qualifications for position. The assigned employee will not exercise his seniority off this assignment for ninety (90) days after assigned thereto. Initial assignee will be given training at Fort Worth, consisting of two (2) to five (5) days. There will initially be five (5) positions assigned which will consist of three (3) eight (8) hour shifts per day, one (1) relief job, and one (1) position to fill vacancies on these jobs. (The 'extra' position will be guaranteed will be guaranteed a minimum of 11 days at the basic daily rate provided in this agreement , i.e., $11 \times 204.19 = \$2246.09$ per pay period, subject to future general wage increases and cost of living allowances. 1/15 of the guarantee will be deducted for each day employee is voluntarily unavailable for service.)
9. Subsequent training will be provided to senior applicants desiring such, at a minimum of

two(2) per month. Pay for qualifying subsequent bidders will be at make whole for rate of applicants assignment. Training will consist of two (2) to five (5) days with location to be determined by carrier.

10. In the event of multiple vacancies, position will be filled as follows:

10.1 Senior qualified available yardman.

10.2 Senior qualified available person in road service.

Terminal Work Coordinator Positions will not be permitted to work as a member of a regular yard crew nor perform such other yard service that would constitute working with a yard crew or result in displacement of any yard employee.

The parties have entered into this agreement as part of their continued efforts to work together to succeed in the competitive transportation marketplace. This agreement will be interpreted to accomplish that goal and shall have no application, precedential value or persuasive force in any other setting, including failure of ratification.

This agreement will become effective _____ And will remain in effect subject to ten (10) days written notice by either party of a desire to change or terminate it.

If the foregoing correctly describes our understanding, please sign below.

Agreed: Local Chairman
United Transportation Union

Division Superintendent
For the Carrier

Approved: General Chairman

General Director Labor Relations

T. W. Hardy
Senior Vice Chairman

R. K. Williamson
Junior Vice Chairman

H. D. Greene
Secretary

Scotty Plaster
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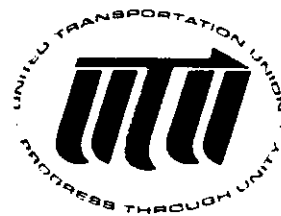
Texas Division

P.O. Box 3069

Temple, TX 76505

GO 393-115-98

August 27, 1998



P. W. Tibbit
General Chairman

(817) 742-1124
Fax: (817) 742-1613

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

Dear Sir:

This letter is in reference to our discussion concerning the Terminal Work Coordinator Agreement at Temple, Texas.

It was not the intention to change the vacation agreement provisions contained in the National Agreement. Section 6 of the Terminal Work Coordinator Agreement should read:

6. Vacation pay shall be paid at 1/52nd of the calendar year preceding the year in which the vacation is taken, (but in no event shall such pay for each week of vacation be less than five (5) basic days at the rate of the last service rendered).
- 7 Should read:
7. Personal leave days for this position shall be paid at the basic day's rate for this position.

In reference to our discussion concerning the Yard Transfer Agreement at Temple, Sections 14 & 15 pertaining to vacations and personal leave days are also changed as above. Section 16 of the Yard Transfer Agreement is deleted.

If this accurately reflects our understanding, please indicate by signing below.

Sincerely,

P. W. Tibbit
General Chairman

General Director - Labor Relations

Cc: R. A. Boldra
B. W. Patrick