

MEMORANDUM OF AGREEMENT
Between The
BNSF RAILWAY COMPANY
And The
UNITED TRANSPORTATION UNION
(Northern and Southern Divisions)

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

1. These positions shall be paid a basic daily rate of \$248.22, 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 Coordinators may:
 - 3.1 Assist road/yard 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 crews 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/yard ground crew, the road/yard ground crew will be allowed payment for handling ETD (see 34).

4. When assisting a road/yard 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 of Beaumont switching limits as defined by Article 70 of Yardmen Schedule Agreement.
 - 4.3 When assigned to assist a road/yard 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/yard 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 five (5) basic days at Yard Foreman's rate of pay.
7. Personal leave days for this position shall be paid at the Coordinators basic day rate of pay, for regular assigned employees. Unassigned employees claiming personal leave days, when working/or after working these positions, will be at Yard Foreman rate of pay.
8. There will initially be two (2) positions assigned which will consist of two (2) eight (8) hour shifts per day. Starting time shall be defined per Article 8 of Yardmen Schedule Agreement. Bidders on these positions must demonstrate qualifications for these positions.
9. Training will be provided applicants, who are successful bidders for these positions, or when making seniority move to these positions. Pay for training these employees will be at the rate of Terminal Work Coordinator assignment. Training will consist of two (2) to five (5) days with location to be determined by Carrier.
10. In the event of vacancies, extra coordinator job position will be filled as follows:
 - 10.1 First out qualified man on the extra board.
 - 10.2 Senior qualified available person.

Terminal Work Coordinator positions will not be permitted to work as a member of a regular yard crew, that is not a full crew. Coordinators may not attach themselves to any crew road or yard, that is not a full crew, as per crew consist agreement.

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 in 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 March 3, 2008 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



Approved: General Chairman

2-27-08

General Manager
For the Carrier



General Director Labor Relations