

MEMORANDUM OF AGREEMENT
Between The
UNITED TRANSPORTATION UNION
And The
BNSF RAILWAY COMPANY

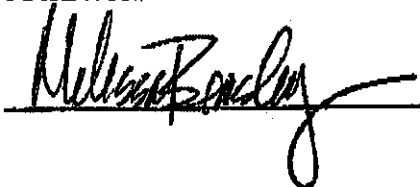
Shuttle assignments may be established at Galveston, Texas pursuant to the following conditions.

1. The existing Locals currently identified as 231, 251 and 261 must be maintained.
2. The basic daily rate shall be set at \$219.631 per day in addition to \$41.997 allowance, which will not be considered a duplicate time payment, for working as a reduced crew, both subject to future general wage increases and COLA, with overtime paid on a minute basis for all time in excess of eight (8) hours.
3. The territorial limits of this assignment include the area within the switching limits at Galveston, the road territory between Galveston and Houston, the area within the switching limits at Houston, road territory on the Galveston Subdivision to and including Bellville and road territory on the Angleton Subdivision to and including Bay City.
4. The so-called "calling times" shall be set so that the on-duty time will be between 0630 and 1000 and/or 1830 and 2200.
 - 4.1 Extra Shuttles may be called on duty within the time parameters identified above.
 - 4.2 The agreement provision requiring that a position be advertised and assigned after having been worked extra more than three (3) consecutive calendar days is waived. Instead, the parties agree to determine the conditions under which an additional assignment must be advertised and assigned. In the event the Local Chairman and the General Manager (or designee) cannot agree upon the appropriate conditions, the matter shall be referred to the system Labor Relations Office and the General Chairman.
5. In lieu of a meal period the trainman shall receive payment of twelve (12) miles.

6. Shuttle assignments may:
 - 6.1 Herd power, including making air hose couplings between the engine and train, and MU'ing the consist.
 - 6.2 Set out bad orders from made up trains and/or blocks of cars.
 - 6.3 Move solid trains and/or blocks of cars within the defined limits and secure the train and/or block of cars.
 - 6.3.1 The parties recognize that the movement of any train and/or block of cars picked-up within the switching limits of the Houston Terminal and then left or set-out at any location within the Houston Terminal is in violation of this agreement.
 - 6.4 Assist road crews in making pick-ups and/or set-outs, including the set and release of hand brakes, making couplings and relaying and/or giving instructions via hand and/or radio signals.
 - 6.4.1 When assisting a road crew, the employee subject to the terms of this agreement shall become a member of that road crew.
 - 6.4.2 Should these shuttle assignments assist another conductor in performing service defined by Article II (2) of the 1992 Memorandum of Agreement as a "work event", the service performed shall still count as a "work event" for the conductor.
 - 6.5 Make air hose couplings between cars and assist in or perform initial terminal inspection and air test.
 - 6.6 Perform Hours of Service Relief for any train within the defined limits.
 - 6.7 Perform interchange of unit trains at Galveston as well as interchange of traffic between Galveston and Houston.
7. Vacations in this service shall be paid at 1/52 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 day's pay at the rate of the last service rendered.

8. ETD and air pay shall not be payable to employees on this assignment.
9. Shuttle assignments shall be assigned for no less than five (5) days.
10. The "work event" restrictions contained in the 1992 Northern and Southern Divisions Crew Consist Agreement shall apply to each train and/or block of cars handled.
11. Personal leave days shall be paid at the basic daily rate of this Shuttle assignment.
12. The Holiday Rule will apply to the Shuttle assignment.
13. Except as modified by this Agreement, the former Santa Fe Northern and Southern Divisions yard agreement provisions apply to the Shuttle assignment
14. Except as specifically modified herein all other rules, agreements, understandings and practices remain in full force and effect.
15. The parties have entered into this agreement as part of their continued effort 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 setting, including failure of ratification.
16. This Agreement is subject to automatic cancellation by the service of a fifteen (15) day notice by either party upon the other, with the understanding and commitment that the parties will meet to address, and, if possible, resolve the issue(s) giving rise to the service of the cancellation notice.

FOR THE BNSF
RAILWAY COMPANY:



FOR THE UNITED
TRANSPORTATION UNION:

