

# MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY COMPANY

And

UNITED TRANSPORTATION UNION

Without prejudice to either party's position on what constitutes "through freight" service, Shuttle assignments that go on and off duty at Harvard, AR, may be assigned and operated as conductor-only under the terms of this agreement, subject to the conditions of Article I, Section 2 of the November 1, 1993 Crew Consist Agreement:

1. The limits of this service will be:
  - a. BNSF Thayer South Subdivision MP 446.2 (Calder)
  - b. BNSF Birmingham Subdivision MP 513.3 (Byhalia)
  - c. UPRR Brinkley Subdivision MP 26.9 (Heth)
  - d. UPRR Memphis Subdivision MP 349.1 (Smithdale)
  - e. CNIC Fulton Subdivision MP 377
  - 1.1 It is understood that traversing road territory encompassed under items c through e above will only be permissible when BNSF is actively using acquired trackage rights on the foreign line.
2. These crews may shuttle cars within these limits, moving back and forth, and into and out of the Terminal, without penalty. The term "cars" in this agreement represents a block of cars or a train. These Shuttles are not intended to infringe on the existing rights of yard crews. Therefore, these specific crews cannot move cars from one location or track within the general switching limits to another location or track within the same terminal's general switching limits without traversing road territory with the involved cars or train.
3. These crews will have no mileage limitation and will be paid at a daily rate of pay of \$228.00 for conductors and \$218.91 for brakemen. Conductors will be allowed a trip rate of \$336.70, which includes 8 hours straight time, 2 hours overtime, and Code NE in lieu of meal, and is subject to all future general wage increases and COLAs. Brakemen, when used, will be allowed a trip rate of

\$323.01, which includes 8 hours straight time, 2 hours overtime, and Code NE in lieu of meal, and is subject to all future general wage increases and COLAs. Crews will be expected to carry a lunch and BNSF will not be obligated to provide time to consume a meal; however, the Code NE (which is included in the trip rate) will be payable even if the crew observes a meal period. All other rules and agreements not specifically addressed in this agreement remain undisturbed and are still payable under the appropriate CA code. Crews in this service on duty more than 10 hours will be paid overtime accordingly. Examples: 1) crews on duty 8 hours will be paid a trip rate, which includes 2 hours overtime. 2) crews on duty 12 hours will be paid a trip rate, which includes 2 hours overtime, plus 2 hours overtime.

4. Shuttles will be bulletined for five (5) consecutive days per week with an established starting time. Vacancies and extra jobs will be filled from the appropriate Memphis (Tupelo Sub) road extra board(s). Extra jobs in this service can be called at any time. BNSF will bulletin and assign a regular assignment if extra jobs are worked with an on duty time within a four-hour window for four consecutive days. If an assigned conductor is not rested for his next assignment due to overtime worked on his own job, the assigned conductor will show for work on his rest.
5. Four (4) day relief assignments may be bulletined, but in the event the assignment goes no bid, it will not be filled by force assignment. Instead, it will be filled from the appropriate Memphis (Tupelo Sub) road extra board(s). Relief Shuttle assignments which have gone no-bid and are therefore being protected by the extra board(s) may be claimed at any time by ground service employees with appropriate displacement rights.
6. Crews in this service will not be required to perform yard switching but may perform permissible moves under PEB 219. Because these crews may handle more than one set of cars, the permissible moves set forth herein are calculated based on the following. If the crew handles cars out of general switching limits, that move is considered the crew's initial terminal and the crew is allowed to perform three moves in connection with those cars in accordance with PEB 219. If the crew handles cars into the general switching limits, that move is considered the crew's final terminal and the crew may perform the three allowable moves in connection with those cars in accordance with PEB 219. If the crew handles the same cars into and out of the same general switching limits, that location will be considered as an intermediate location for those

cars, and the crew is limited to one pick-up and/or one set out within those general switching limits with those cars.

7. These crews may operate in any of the five (5) directions and equity will be determined by the United Transportation Union. BNSF shall respect UTU's equity requests; however, once established, equity distribution shall not be modified more than once during any ninety (90) day period.

- 7.1 A Separate Productivity Fund, under Article VIII, Section 2 of the parties' Crew Consist Agreement effective May 20, 1993 will be established for the newly created Memphis Shuttle Assignments.

- 7.2 Employees who are eligible to receive shares from the Productivity Fund on their old seniority district or zone will be eligible to receive shares in this newly created Fund.

8. Shuttle Service jobs covered by this agreement are considered assignments qualifying under the Holiday Pay Agreement and the provisions attendant to Personal Leave Days. Employees working in this service will have the option of claiming either holidays or personal leave days, however, no employee shall receive more than eleven combined personal leave days and paid holidays in any calendar year.

- (a) Conductor Personal Leave Day and Holiday Pay - \$228.00 (8 Hour Daily Rate)

- (b) Brakeman Personal Leave Day and Holiday Pay - \$218.91 (8 Hour Daily Rate)

- (c) Overtime for working a Holiday will only be applicable to the first 8 hours of the day, calculated on the 8 Hour Daily Rate of \$228.00 for Conductors and \$218.91 for Brakemen. Overtime when working a Holiday will not be applicable to the other components in the Shuttle Service Trip Rate.

- (d) Conductor Annulment - \$318.52 (10 Hour Daily Rate minus meal)  
Brakeman Annulment - \$304.83 (10 Hour Daily Rate minus meal)

9. The provisions contained in this agreement are agreed to on a strictly non-referable basis and will only be applicable to these outlined assignments. It was understood that this agreement would not establish a precedent applicable to future assignments.

This agreement shall be effective on the date signed and remain in effect unless cancelled by any party with a twenty (20) day written cancellation notice.

Signed at Fort Worth, Texas this 14<sup>th</sup> day September 2009.

For:  
United Transportation Union:

  
General Chairman UTU

For:  
BNSF Railway Company:

  
General Director  
Labor Relations



Gene L. Shire  
General Director  
Labor Relations

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Gentlemen:

In connection with the so-called "Shuttle" Agreement signed this date that allows BNSF to establish these assignments at Harvard, AR, we agreed that in order to comply with "equity" provisions contained under Section 7 thereof, the parties would cooperate to develop route codes that accurately document the activities of each Shuttle Assignment relative to performing service on the prior-rights zones. Compensation Systems would then be able to provide the parties a report reflecting the actual activities of these assignments that would serve as a foundation for accurately determining how to appropriately address equities.

If the foregoing accurately reflects our understanding, please so indicate by affixing your signature in the space provided below.

Sincerely,

I AGREE:

General Chairman Gibbons

General Chairman Green