

MEMORANDUM OF AGREEMENT

BETWEEN

BNSF RAILWAY

AND

UNITED TRANSPORTATION UNION (Northern Pacific)

Pursuant to PLB 7293 Award 84, the Parties were directed to develop a rule for Conductor movements governed by former NP Agreements. This Memorandum will cover the movements of both Conductors and Brakemen in road service on all NP territories and supersedes all agreements (including local agreements and practices) with which it conflicts. This Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

1. Permanent Conductor/Brakeman vacancies in pool, local, road switcher or extra board service will be bulletined for five (5) 24-hour periods from the date and time posted. The senior applicant will be immediately assigned.
 - a) Regularly assigned employees (including those assigned to temporary vacancies) will not be permitted to mark to permanent vacancies while they are under bulletin.
 - b) Employees who have been displaced may mark to a permanent vacancy under bulletin with the understanding that the move constitutes a bid on the assignment and that it cannot be withdrawn. If the employee is not the senior bidder when the assignment is awarded, the employee will revert to displaced status.
 - c) An employee who was absent during the entire bulletin period of a permanent vacancy may elect to displace a junior employee from the assignment upon his or her return, provided that they mark to the assignment with 24 hours of their return or before being called for their next paid trip, whichever comes first.
 - d) Employees cannot bid from one assignment to another in the same pool or on the same extra board.
 - e) Bulletins that advertise new permanent runs or vacancies will include information as to: nature of service, territorial limits of assignment, on duty

time, layover days, layover point and home terminal. Bulletins for pool or irregular freight service will not include on duty time or layover days.

- f) In assigned regular road service where employees report for duty without being called, the assigned crews may be called no later than three (3) hours after the scheduled or bulletined starting time. The crew must be notified of this change prior to the established call time of the assignment involved.
- g) A Conductor/Brakeman assigned to an outlying run will not be permitted to leave the run for a period of 30 days unless displaced by a senior employee.

NOTE: This provision does not affect or modify existing Home Rule tie down agreements already in existence.

- h) If an extra work train works for more than five consecutive days it must be bulletined in accordance with Section 1 above. If possible, work trains shall be bulletined far enough in advance of commencing work to have the regular crew assigned.
- i) A regular run or extra board assignment that is known to be vacant 30 days or more or has been vacant for a period of 30 calendar days or more, will be considered a permanent vacancy and will be bulletined and assigned in accordance with paragraph 1. The UTU local chairman with proper jurisdiction will advise crew management when it is known that a vacancy will be more than 30 days so the bulletin can be timely posted.
- j) All Regular assignments will be re-bulletined if the starting time changes by more than three (3) hours, if there is a change in rest days, if there is a change in layover point or if the assigned mileage is increased or decreased by ten(10) miles or more daily. It was understood that BNSF would notify the crew in writing of any mileage change to the assignment if the change does not require a new bulletin. The crew would be paid the new assignment mileage effective with the change date.
- k) In the event there is no bid received for a Conductors' bulletined vacancy, other than extra board positions, the most junior Conductor not working in pool service or on an assigned job will be assigned. If none, the junior conductor on the conductor extra board at the source of supply will be assigned.
- l) In the event there is no bid received for a Brakeman's bulletined vacancy, the junior Brakeman on the Brakeman's extra board at the source of supply will be assigned.

- m) When an engineer qualified ground service employee is promoted to engineer, he will retain rights to his road ground service assignment for thirty (30) days or his yard ground service assignment for twenty (20) days. If such employee is reduced from engine service prior to the expiration of thirty (30) days for road or twenty (20) days for yard, he will return to his assignment in road or yard ground service when so reduced.
 - n) If a qualified ground yard or road service employee is promoted to engineer and vacates his road assignment for more than thirty (30) days or his yard assignment for more than twenty (20) days he will be considered a free agent with bump rights when subsequently reduced to ground service (this with the requirements and restriction concerning road-yard, yard-road movements)."
2. Effective with the implementation of this Agreement, employees who have been permanently assigned to the same assignment in excess of 30 days, will be allowed to exercise their seniority anywhere on the former Northern Pacific property where he or she holds seniority.
- a) Employees may voluntarily give up a regular Conductor/Brakeman assignment to displace the most junior employee in the pool freight, road extra boards, local, road switcher, and work train assignments. A position(s) under bulletin is considered the junior employee in that pool or extra board. If more than one open position, the employee will have his choice of positions.
- Note: This provision does not change or modify the process set forth in Appendix E Award 130 in that an employee is still restricted from exercising his/her seniority into yard service only after being road service for a minimum of 60 days. When entering yard service, the employee must also comply with the current agreements for such move. This does not create a condition that did not previously exist.
- b) Exercise of seniority under this provision may not take place within the same pool or extra board on which the employee is currently assigned.
 - c) An employee giving up an assignment will utilize BNSF's preferred technology to make their 30-day bump. The employee will be moved immediately by the system to his/her new assignment and the employee's previous assignment will be bulletined and assigned accordingly.
 - d) An employee giving up their assignment from an outlying location under this Agreement will not be allowed deadhead pay.
3. Temporary vacancies in road service will be governed by the following:

- a) On vacation vacancies of six (6) days or more, a regularly assigned employee may place to the temporary vacancy immediately. If other known vacancies of six days or more exist, the UTU local chairman with jurisdiction can contact the crew office and those vacancies will be considered a temporary vacancy.
- b) When a regular assignment has been vacant for a period of six days, a regularly assigned trainman may mark to the temporary vacancy, after twelve o'clock (12:00) noon on the seventh (7) day of such vacancy. For the purpose of this Paragraph b), the first day of a temporary vacancy is the first day the assignment is vacated by the permanent occupant of the assignment.
- c) An employee accepting a temporary vacancy under this rule will fill such vacancy until the regularly assigned employee returns to service, at which time the temporary employee will return to his regular assignment.

Note: An employee may make a bid on a bulletined permanent vacancy at any time while filling a temporary vacancy. If the employee is the successful applicant to a bulletined permanent vacancy, the employee will be immediately assigned to the new assignment unless he advises he intends to remain on the temporary vacancy to its conclusion.

- d) Employees displaced from their permanent position while on a temporary vacancy must, upon completion of the temporary vacancy, exercise their seniority to another permanent position and make one trip on their new assignment prior to marking to another temporary vacancy.
- e) An employee may submit notification of placement onto a temporary vacancy regardless of whether the turn is at the away from home terminal or at the home terminal. However, an employee marking to a temporary vacancy may only be placed on the vacancy when he is at the home terminal. Likewise, an employee may only be relieved/displaced from a temporary vacancy at the home terminal.
- f) An employee must actually hold a regular assignment in road service at the location involved before marking to a temporary vacancy under this rule.
- g) An employee assigned to pool freight service will not be permitted exercise seniority onto a temporary vacancy in the same pool.
- h) A senior employee displacing a junior employee from a temporary vacancy must do so before the turn is first out or six (6) hours prior to the assigned bulletined on duty time in assigned service.
- i) An employee exercising to a temporary vacancy under this rule into pool service must displace the junior employee on a temporary vacancy unless

there is a temporary vacancy in the pool not yet filled in which case that vacancy will be considered as the junior employee.

- j) An employee displaced from a permanent assignment while filling a temporary vacancy must remain on the temporary vacancy until relieved in accordance with Paragraph c) above. Employees will not be required to exercise seniority until released from their temporary assignment.
- k) Should an employee be absent from a temporary assignment for any reason such absence(s) will not be considered to have broken the continuity of the temporary vacancy.
- l) If employees mark to a temporary vacancy at an outside point, no deadhead payment will be generated or made.
- m) Paragraph 3 a) does not contemplate that a second temporary vacancy will be created when an employee lays off while filling a temporary vacancy.
- n) When moving from a permanent assignment to a temporary vacancy those days on which the employee is working the temporary assignment will be included in the calculation of the 30-day requirement out lined in Paragraph 3 above.
- o) The absence of any employee from an extra board, for any reason, will not create a temporary vacancy on that extra board, and may not be marked to under any circumstances (there are no temporary vacancies on an extra board).

The parties understand that existing Crew/Support programming is incapable of handling all of the revised Conductor/Brakeman movements. Until revised programming becomes available, the UTU Local Chairman of jurisdiction will have to advise Crew/Support of proper application and handling of issues such as known vacancies in excess of 30-days.

This understanding is signed on the 15 day of ~~April~~ May 2012 at Ft. Worth, Texas to be effective immediately.

For BNSF Railway:

Milton H. Siegle Jr.
Asst. Vice President Labor Relations / RAB

Roger A. Boldra
General Director Labor Relations

For the United Transportation Union:

S. F. Muen
General Chairman (NP)

B. H. L. J.
Associate General Chairman (NP)



MILTON H. SIEGELE, JR.
Assistant Vice President
Labor Relations

BNSF RAILWAY COMPANY

P.O. Box 961030
Ft. Worth, Texas 76161-0030
2600 Lou Menk Drive
Ft. Worth, Texas 76131-2830
Phone (817) 352-1068
Fax (817) 352-7319
E-mail milton.siegle@bnsf.com

February 27, 2012

Mr. S. F. Green
General Chairman, UTU
1603 N Hwy CC
Nixa, Missouri 65714

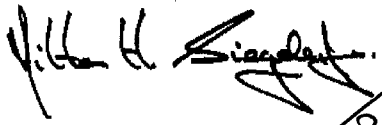
Dear Mr. Green:

This refers to our proposed Agreement covering Conductor movements on the former Northern Pacific property. As part of our discussions of the foregoing, it was understood and agreed that all NP road and yard service employees covered by National Paid Holiday Rules may observe Personal Leave Days. However, no employee covered by this Agreement will receive in the aggregate more than eleven (11) personal leave days and paid holidays in any calendar year and this does not change the qualifications set forth in the Crew Consist Agreement.

This understanding is made without prejudice to either party's positions on the issues addressed herein and will not be referred to in any manner or forum, except for the administration and resolution of disputes emanating from this agreement.

If the foregoing accurately reflects our understanding, please signify your concurrence in the space provided below.

Sincerely,


RAB

I concur:


Steven F. Green, General Chairman

united transportation union

GENERAL CHAIRMAN STEVEN F. GREEN



1603 N. HWY CC
NIXA, MO 65714
PHONE: (417) 725-5661
FAX: (417) 725-3352
www.utu1.com

GENERAL COMMITTEE OF ADJUSTMENT GO-001
BNSF RAILWAY COMPANY
CLOQUET TERMINAL RAILROAD
RED RIVER VALLEY & WESTERN RAILROAD
SAND SPRINGS RAILWAY

February 29, 2012

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

Re: Public Law Board No. 7293 Interim Award No. 84

Dear Mr. Boldra:

This is in reference to our negotiations of an NP "assignment rule" pursuant to Interim Award No. 84 of Public Law Board No. 7293, which have now been expanded to include the former GN and SP&S properties. One topic of discussion has been the difference in the payment of "make-whole" on the different properties when Extra Board Conductors are used to fill yard vacancies. We agreed that moving toward a common assignment rule on the three involved properties should include a common make-whole rule.

It was therefore agreed, in the event that a common assignment rule is ratified on the NP, GN and SP&S properties, make-whole payments when Extra Board Conductors are used to fill yard vacancies will be made in accordance with the GN/SP&S March 2, 2007 Letter of Understanding reading in pertinent part:

"...by allowing the affected party difference in pay, if any, between the road assignment missed and the yard assignment worked. These earnings will be used to offset any extra board guarantee payments made for that respective half when the incident occurred."

If the above correctly recites our understanding, please indicate by affixing your signature in the space provided below.

Sincerely,

Agreed:

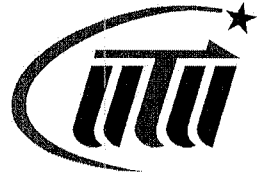
S. F. Green
General Chairman

R. A. Boldra
General Director Labor Relations

S FG/cs

united transportation union

GENERAL CHAIRMAN STEVEN F. GREEN



1603 N. HWY CC
NIXA, MO 65714
PHONE: (417) 725-5661
FAX: (417) 725-3352
www.utu1.com

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February 29, 2012

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

Re: Public Law Board No. 7293 Interim Award No. 84

Dear Mr. Boldra:

This is in reference to our negotiations of an NP "assignment rule" pursuant to Interim Award No. 84 of Public Law Board No. 7293. It was agreed that should the parties implement a new Assignment Rule on the former NP property, the claims of record submitted pursuant to this dispute would be settled as follows:

Tickets on the attached listing will be allowed one basic day, each Ticket.

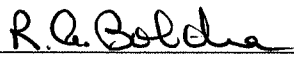
All other claims of record will be discussed between the parties and settled on their merits.

If the above correctly recites our understanding, please indicate by affixing your signature in the space provided below.

Sincerely,

Agreed:


S. F. Green
General Chairman


R. A. Boldra
General Director Labor Relations

SFG/cs



ROGER A. BOLDRA

*General Director
Labor Relations*

Burlington Northern Santa Fe

2600 Lou Menk Drive
P. O. Box 961030
Fort Worth, TX 76131-0030
(817) 352-1080
Fax (817) 352-7482

June 15, 2012

Mr. S. F. Green
UTU General Chairman
1603 N. HWY CC
Nixa, MO 65714

Mr. J. L. Schollmeyer
UTU General Chairman
400 East Evergreen Blvd.
Vancouver, WA 98660

Gentlemen,

During our negotiations of the NP, GN and SPS Conductor Rules, one of our main objectives was to get consistency for handling conductors on all three territories. With that goal in mind, we have agreed to 17 questions and answers attached for your reference that provide for a consistent application.

We now realize that we created an inconsistency in that we required employees to work one trip on their assignment before they could place to a new TV under Section 3 (d). On the other hand, we made no such requirement in Section 1 when an employee is actually displaced or Section 3 (f) when an employee places to a TV. Therefore, it was agreed that we would not require an employee to work a job one trip to be considered an owner of that position. In other words, an employee is considered regularly assigned to a position once he is placed on that position.

If the above reflects our discussions and understandings, please sign below.

Sincerely,

I accept:

UTU General Chairman S. F. Green

UTU General Chairman J. L. Schollmeyer

Agreed-to Questions and Answers to the 2012 North lines Road Assignment Rule

Q-1 Can two of the three parties interpret the new conductor agreement or arbitrate a question concerning one of the new conductor agreements?

A-1 No. UTU jurisdiction is jointly held by the NP General Chairman and the GN/SPS General Chairman. Both General Chairmen must concur on UTU's interpretation.

Questions specific to Section 1 (Bulletining Assignments)

Q-1.1 Under Section 1, are bulletined vacancies in pool, local, road switcher or extra board service closed and assigned at the conclusion of (5) 24-hour periods?

A-1.1 It was understood that the bulletin would be posted for a minimum of (5) 24-hour periods but will be closed and assigned on a consistent basis at each terminal.

Q-1.2 Under Section 1 (b), how long does an employee have to exercise his seniority if he was not the senior bidder on the bulletined position?

A-1.2 The employee has the full 48 hours to exercise his seniority.

Q-1.3 Under Section 1(g), is the employee (conductor or brakeman) required to remain in the outlying assignment in no-bid force assignment situations?

A-1.3 No, the restriction only applies in voluntary assignment by displacement or bid.

Q-1.4 Under Section 1(k), does a yard service employee stand for force assignment to a no bid conductor position not including conductor extra board positions?

A-1.4 Yes, the most junior conductor in road or yard service not working as conductor or assigned brakeman positions at that location would stand for force assignment.

Q-1.5 Should Section 1(k) read "most junior demoted Conductor" rather than "most junior Conductor"?

A-1.5 Yes. The word "demoted" was omitted in error.

Q-1.6 Q: Does the hold-down provision contained in Section 1(g) apply to the assignment or to the location.

A-1.6 Section 1 (g) was intended to apply to the location rather than the assignment.

Questions Specific to Section 2 (Exercising Seniority)

Q-2.1 When exercising seniority into yard service where NP daily mark applies, who can the employee displace?

A-2.1 The employee may displace the junior employee holding the desired set of rest days not just the junior employee. Example: employees 1, 2 and 3 1 being the most senior and 3 being the most junior. Employee 1 is holding Sat. and Sun. rest days. Employees 2 and 3 have Fri. and Sat. rest days. I am making a move from the road to yard and I am older than all three. I can displace either employee 1 or 3.

Q-2.2 Can a Conductor or Brakeman use a 30-day bump to displace into yard service?

A-2.2 No. The 30-day bump provided in Section 2 can only be used to move from one road position to another road position. Conductors and Brakemen wishing to move from a road position to a yard position may use the 60-day seniority move provided by Section 6 (a) of the Memorandum of Agreement imposed by Appendix E Award 130.

Q-2.3 Under Section 2, did the agreement restrict the 30-day bump to only former Northern Pacific property?

A-2.3 This was a typographical err and the employee can displace any junior road ground service employee on that seniority district regardless of applicable agreement unless the junior employee is working under a tie down agreement protecting him from displacement.

Q-2.4 Under Section 2, when can an employee first utilize a 30-day bump? Does it matter by former road?

A-2.4 Any employee holding the same permanent assignment for 30-days prior to May 16, 2012 may immediately utilize his 30-day bump. Yes, this applies to all 3 former roads. In other words, the 30-day bump is not limited to only days after May 16, 2012.

Q-2.5 Can extra board employees utilize their 30-day bump after called for service on an outside assignment?

A-2.5 No. Once the extra board employee is called for an outside assignment, the employee must protect the assignment and may utilize their 30-day bump after returning to the extra board.

Q-2.6 Can an employee utilize their 30-day bump to a conductor pool turn under bulletin?

A-2.6 Yes if the pool turn is still open or the conductor who bumped to that position is the most junior conductor in the pool.

Q-2.7 Did these new agreements change the 60-day requirements for moving between road and yard or yard and road?

A-2.7 No, this restriction remains undisturbed.

Q-2.8 Can an employee utilize their 60 day yard to road movement to a conductor pool turn under bulletin?

A-2.8 Yes if the pool turn is still open or the conductor who bumped to that position is the most junior conductor in the pool.

Q-2.9 Under Section 2(a), is the employee riding a bulletin considered the junior conductor in the pool or on the extra board?

A-2.9 No. The conductor must displace the junior conductor on that board including this employee but not excluding others.

Q-2.10 Under Section 2a, employees utilizing a 30-day bump are required to displace the most junior employee in a pool or on an extra board. Are employees with full displacement rights likewise required to bump the most junior employee in a pool or on an extra board?

A-2.10 Yes. The intent of the parties was that all displacements to a pool or extra board be the most junior employee.

Q-2.11 Do existing Schedule rules providing that an employee can give up his assignment and revert to another assignment or extra board continue in effect.

A-2.11 No. Such rules are superseded by the 30-day bump provision contained in Section 2(a) hereof.

Questions Specific to Section 3 (Temporary Vacancies)

Q-3.1 In situations where multiple positions in a pool are “claimable” as TVAs under Section 3, what restrictions are placed on claiming those positions?

A-3.1 The employee must first place to any open (unclaimed) TVA. For example, there are three pool conductors on vacation. A junior employee has already exercised his seniority to one available TVA.

The second employee must place to one of the other two available TVAs and cannot displace the first conductor from his TVA. Employees displacing to TVAs already occupied by a junior employee must displace the most junior employee on a TV in that pool. The displacing employee does not have a choice of TV to select.

Q-3.2 TVA questions based on the facts below;

- Employee A (permanently owns Job X) goes on three weeks of vacation
- Employee B (permanently owns Job M) claims the TVA on job X
- Employee B goes on one week of vacation after protecting the TVA on job X for three days

Question #A - When will Job M be available for TV?

Answer #A – After 6 days in accordance with Q&A 13

Question B - Does Job X open up for TV when employee B goes on vacation?

Answer B – No, sections 3c and 3m do not allow for more than one person to be TVA'd to any one job for any reason. According to the agreement, employee B must return to the TVA on job X when he returns from one week vacation. The only exception would be that employee B is the most junior employee holding a TVA in the pool or board when a senior employee decides to TVA that board.

Q-3.3 Does an employee who places to a TV from the extra board qualify for guarantee pay for the day which he leaves the extra board and the day that he returns to the extra board from the TV?

A-3.3 While the extra board guarantee was not a part of the new conductor rules, it is appropriate to explain that the extra board guarantee would be reduced one day for each calendar day movement. In other words, the extra board employee guarantee would be reduced one day when he voluntarily left the extra board for the TVA and one day when he voluntarily returned to the extra board from the TVA.

Q-3.4 Can a road service employee place to a TV when that position is on the assigned rest day or rest cycle day?

A-3.4 No. The intent of the TV was to allow the employee to work the more desirable job and placing on the rest day leads to manpower unavailability rather than job preference.

Q-3.5 Can a road service employee TV to a job that is on duty?

A-3.5 No.

Q-3.6 Under Section 3(a), can the local chairman deem a subsequent vacancy created by an employee who places on a TV prior to 6 days?

A-3.6 No. But, the local chairman can contact the crew office with instructions allowing a specific employee the ability to TV to a known vacancy of 6 days or more not involving vacation but based on other information.

Q-3.7 When an employee is displaced from a TV, how is that employee handled?

A-3.7 Under Section 3(c), an employee released from a TV will return to his regular assignment. Crew support will make one courtesy call to advise the employee that

he is placed back on his regular assignment. And, the employee can request a push alert for “Notify me when my projected on duty time changes by XX hours” and will be provided an informational notification that he has been displaced and must be available to protect his regular assignment when it is called for service. Or, the employee simply watches the board to know when is returned to his regular assignment.

Q-3.8 Under Section 3(f), can an employee working under the NP Agreement exercise his seniority to a TV under the GN Agreement?

A-3.8 Yes, so long as the employee holds a regular assignment in road service at the same location as the TV.

Q-3.9 Can a road service employee place to a TV at an outside location?

A-3.9 Yes as long as the outside location is protected by the employee's home terminal and is the source of supply for that location. See Section 3(l).

Q-3.10 Under Section 3(n), does the question deal with Section 3 or Section 2?

A-3.10 Section 3(n) should reference Paragraph 2 rather than Paragraph 3.
