

MEMORANDUM OF AGREEMENT
Between The
BNSF RAILWAY COMPANY
And The
UNITED TRANSPORTATION UNION
(Applicable on the former SLSF portion of BNSF)

The parties agree that entrance into and eligibility to hold ground service positions is under the sole jurisdiction of the United Transportation Union (UTU).

This Agreement will serve as an interpretation of Article XIII of the UTU 1985 National Agreement as it pertains to the utilization of ground service seniority by employees who hold both ground service and engineer seniority on this property, and does not in any way attempt to address the utilization of engineer's seniority.

1. Definition of terms.

1.1. "Dual Craft Employees" are employees holding seniority as an engineer and seniority in one or more ground service crafts.

1.2. "Single Craft Employees" are employees holding seniority in one or more ground service crafts, but do not hold seniority as an engineer.

1.3. "Home Zone" for employees who established ground service on or before June 29, 1995 is their prior rights Zone as provided by Section 2.2 of UTU SLSF Midwest Seniority Agreement.

1.4. "Home Zone" for employees who established ground service seniority after June 29, 1995, their assigned Home Zone, as provided by Section 3.5.2 of the Midwest Seniority Agreement, will be their hire-out location.

1.4.1. Employees who were hired at a SLSF Midwest Seniority District location and subsequently made a bona fide move to another SLSF Midwest Seniority District location prior to the effective date of this Agreement, may petition BNSF in writing (with a copy to the Local Chairperson) for a reassignment of his or her Home Zone. Such petition must be submitted within 60 days of the effective date of this Agreement.

1.5. "Prior Rights Ground Service Employee" as used in this Agreement pertains to Single Craft employees who bypassed promotion to Engineer prior to the effective date of this Agreement.

1.5.1. Such ground service prior rights are extended to single craft employees so long as they remain single craft employees as defined in 1.2 above.

- 1.6. "Voluntary Status" is applied to a Dual Craft employee who is working in ground service at times when he or she can hold an assignment as engineer.
- 1.7. "Natural Status" is applied to a Dual Craft employee who is working in ground service at times when he or she cannot hold a position as engineer.
2. The utilization of ground service seniority by dual-craft employees is subject to the following restrictions:
 - 2.1. Single Craft employees, who have bypassed promotion to engine service prior to the implementation of this Agreement, will be considered prior-rights ground service employees who cannot be displaced on their Midwest Seniority District Home Zone by Dual Craft employees who utilize the "voluntary" provision of this Agreement to obtain ground service positions. BNSF will assist the Organization in identifying these prior rights ground service employees.
 - 2.2. The prior rights provision of Section 2.1 above applies only when a Dual Craft employee is able to hold a position as engineer and is therefore using the "voluntary" provisions of this Agreement to obtain and/or hold a ground service position, and do not apply at times when a Dual Craft employee is unable to hold a position as engineer and is therefore "naturally" demoted.
 - 2.3. A Dual Craft employee's "voluntary" or "natural" status will be determined at 0730 hours (local time) on the first Tuesday of each calendar month. If the employee has sufficient engineer's seniority to hold a position as an engineer, the employee will be designated "voluntary." If the employee does not have sufficient engineer's seniority to hold a position as an engineer, the employee will be designated "natural."
3. Crew Consist protected Dual Craft employees working ground service assignments in voluntary status shall be treated as "non-protected" employees, ineligible for any form of payment (including "protective condition" guarantees, signing bonuses, or productivity fund payments and/or buyouts) or any other benefit otherwise available to crew consist protected ground service employees under any applicable crew consist agreements.

NOTE: This exclusion does not include short crew payments which are payable to all ground service employees regardless of Crew Consist protective status.

- 3.1. Conversely, Crew Consist protected Dual Craft employees working in ground service in natural status shall be treated as "protected" employees, eligible for all forms of Crew Consist payments they would otherwise be entitled to.

4. If unforeseen problems arise in the future regarding any of the provisions of this Agreement, the parties will promptly meet to resolve any such problems.

5. This agreement shall become effective on April 3, _____, 2012.

For the United Transportation Union:

For the BNSF Railway:

Paul Tibbit / 872
Paul Tibbit
Vice President

Milton H. Siegele / RAB
~~Vice President~~ ~~UTU~~ Milton H. Siegele,
Assistant Vice President

S. F. Green
S. F. Green
General Chairman

Roger Boldra
Roger Boldra, General Director

GSSU Side Letter # 1 - Initial Implementation of this Agreement

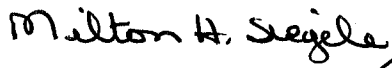
Dear Mr. Green:

In reference to the April 3, 2012 SLSF Ground Service Seniority Utilization Agreement, the parties recognized that the realignment of employees brought about by this Agreement will result in several displacements occurring after implementation. Therefore, the parties agreed to use the following process:

1. All Dual Craft employees working in ground service on the effective date of this Agreement will have an initial status determination based on the criteria of Section 2.3.
2. After the initial status determinations are made, Single Craft employees who obtained ground service prior rights under this Agreement will be notified of their right to use their newly acquired ground service prior rights to displace an otherwise senior Dual Craft employee in "voluntary" status who is holding a ground service position on their Home Zone.
3. Single Craft employees so notified will have 24 hours from receipt of their notification to make their displacement. All subsequent displacements are also limited to 24 hours from notification.
4. The parties recognize that it could take up to 60-days, from the effective date of this agreement, to facilitate this equalization.
5. The Local Chairmen will assist in facilitating this process and will work with Crew Support during the transition (to include phasing in the change if necessary).

If this accurately reflects our discussion, please indicate by affixing your signature in the space provide below.

Sincerely,


Milton H. Siegele / RAB
AVP - Labor Relations

Agreed:


S. F. Green, UTU General Chairman

Side Letter #2 - Determining Ground Service Status

Dear Mr. Green:

In reference to the April 3 2012 SLSF Ground Service Seniority Utilization Agreement, it was understood that a determination of a dual-craft employee's ground service status would occur at the time of entry into ground service and on the first Tuesday of each succeeding month thereafter as long as the dual-craft employees remains in ground service. Pursuant thereto, it was also understood that the examination of a dual-craft employee's ability/inability to hold an engineer's position would be limited to the engineers' seniority district boundaries specified in Article 24, Section E of the July 1, 2005 BLET (SLSF) Schedule.

If this accurately reflects our discussion, please indicate by affixing your signature in the space provide below.

Sincerely,

Milton H. Siegele RAB
Milton H. Siegele
AVP - Labor Relations

Agreed:

S. F. Green
S. F. Green, UTU General Chairman

UTU Side Letter #3 – Claim Settlement

Dear Mr. Green

In consideration of the SLSF Ground Service Seniority Utilization Agreement signed on April 3, 2012, it is agreed:

1. BNSF agrees to withdraw with prejudice any and all Claims listed in BNSF file number 00-06-0010G filed against UTU General Committee of Adjustment GO-001.
2. Full and final settlement of all claims of record filed on SLSF property in favor of various ground service employees pursuant to UTU's position that certain engineers were improperly holding ground service positions, will be resolved by payments to the various claimants as directed by UTU, which will not exceed a total cost to the Carrier of \$ 200,000.00 .

If this accurately reflects our discussion, please indicate by affixing your signature in the space provide below.

Sincerely,

Accepted:

Milton H. Siegele
Milton H. Siegele
AVP – Labor Relations RAS

Steve Green
Steve Green
UTU General Chairman

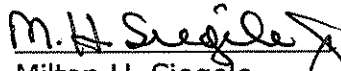
Side Letter #4
Downstream Displacements

Dear Mr. Green:

This is in reference to the SLSF Ground Service Seniority Utilization Agreement signed this date, specifically displacements of dual-craft employees by prior-righted single-craft employees. It was agreed that dual craft employees so displaced will not be allowed to return to the same assignment until after they have exercised their seniority to another assignment.

If this accurately reflects our discussion, please indicate by affixing your signature in the space provide below.

Sincerely,


Milton H. Siegele
AVP - Labor Relations

Agreed:


Steve Green