

MEMORANDUM OF AGREEMENT
Between The
BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
And The
UNITED TRANSPORTATION UNION

Interdivisional service may be established between La Junta – Amarillo and Amarillo - Trinidad under the following conditions:

1. ~~Interdivisional pool freight trainmen will operate southward from La Junta to Amarillo and northward from Amarillo to Trinidad, through the terminal of Texline. La Junta and Amarillo will be established as home terminals in this bi-directional operation. La Junta will be the away-from-home terminal for Amarillo-based trainmen. Amarillo will be the away-from-home terminal for La Junta-based trainmen. Trinidad will be the off-duty point for Amarillo and La Junta trainmen who will then be transported to La Junta under paragraph 15 of this agreement.~~
 - 1.1 The district miles between La Junta and Amarillo shall be 260. The district miles between Amarillo and Trinidad shall be 263. Pool freight crews called for and departing the terminal (i.e., the train commences movement from the departure track) in this service will be allowed the above mileage except when the service is interrupted by an emergency such as flood, washout, derailment and the pool freight crew is returned to the originating terminal. In that event, the crew will be placed first out after eight hours rest, being given first consideration for deadhead to its home terminal.
 - 1.2 Trainmen in interdivisional service shall not be used to perform non-interdivisional service.
 - 1.3 The schedule agreement applicable to a trainman in this service shall be determined by the allocation of the assignment worked.
 - 1.4 For employees working in this service who were on the Colorado & Southern or Midwest seniority rosters prior to September 22, 1995 and who are otherwise qualified, Articles VII and VIII of the November 1, 1993 Crew Consist Agreement will continue to apply, whether working on a job allocated to BN or to SF, Productivity fund contributions will continue to be made for 35.1% of the train crew starts in this service, payable to the C&S fund and for 37.4% of the train crew starts in this service, payable to the FWD fund regardless of which employees are working on such assignments.

2. A pool of trainmen shall be established and maintained at La Junta and Amarillo, the home terminals, sufficient to man the service between La Junta, Amarillo and Trinidad. BNSF will determine the ratio of calling home terminal and away-from-home terminal pool freight trainmen at La Junta and Amarillo, dependent upon the needs of the service and trainman availability. The ratio of calling trainmen with the same home terminal in comparison to trainmen from the other home terminal, at either La Junta or Amarillo, shall not exceed 5:1, except as provided below.
 - 2.1 In the event of a *bona fide* emergency (as defined in Section 1.1), the calling ratio shall not apply. However, this section does not mitigate the company's obligation to maintain equity as required in Section 11 of this agreement and the attached Agreed-to Questions and Answers.
 - 2.2 In the absence of an available away-from-home terminal trainman, more than 5 home terminal trainmen may be called.
 - 2.3 If either party to this agreement is of the opinion that application of the 5:1 ratio creates undue hardship and imbalance, the matter will be discussed between the Local Chairmen and the Crew Superintendent. Failing resolution, the matter may be appealed by the General Chairman to the Assistant Vice President of Labor Relations.
3. Except in cases of emergency, trainmen in this service shall lay-off and report for service at the home terminal only.
4. When a pool freight trainman arrives at the home terminal, the trainman shall be placed to the bottom of the home terminal board. When a pool freight trainman arrives at the away-from-home terminal, the trainman shall be placed to the bottom of the away-from-home terminal board. These shall be the "inactive" boards.
5. BNSF shall, at 4 a.m., 8 a.m., noon, 4 p.m., 8 p.m., and midnight, "activate" trainmen from the "inactive" boards to a so-called "active" board. When trainmen are activated, their order of call shall be determined and shall govern the order of trainmen called for service. BNSF shall endeavor, to the extent possible, to activate only the number of trainmen that BNSF believes are to be used during the following eight-hour period. . If a rested trainman is not available at the time of activation, then a made-up or so-called "cut-in" turn may be activated. So-called "cut-in" turn may be eliminated from the active list at activation time.
 - 5.1 Activations must be made and published within plus or minus thirty (30) minutes of the specified activation times.
6. When a "cut-in" turn stands to be called from the active board, rested home terminal trainmen in this service shall be offered the opportunity to work the turn.

If a turn on the active board accepts the work, the "cut-in" turn shall replace the slot held by the turn accepting the work. If a turn on the inactive board accepts the work, the "cut-in" turn shall be eliminated.

6.1 An "inactive" turn declining the opportunity to work shall retain its position on the board.

7. BNSF may re-sort activated away-from-home terminal trainmen around home terminal trainmen on the active list, at 7:00 a.m. and/or 7:00 p.m. The intent of this provision is to reduce held-away from home terminal time and deadheading, but not to arbitrarily sort the active boards for other purposes. So-called "cut-in" turn may be eliminated from the active list during re-sort. It is understood that a trainman (turn) may only be re-sorted once before being placed on duty after being placed on the active board.

8. Once a trainman is activated at the home terminal, that trainman shall not be subject to receiving a call for service until the expiration of four (4) hours. For example, at locations where the calling time is 1 and ½ hours, a trainman at the home terminal could not have an on-duty time prior to 5 and ½ hours after being activated. At locations where the calling time is 2 hours, a trainman at the home terminal could not have an on-duty time prior to 6 hours after being activated. This provision shall not apply to trainmen at the away-from-home terminal.

8.1 Trainmen who have not received a call for service within sixteen (16) hours of their activation time as specified in Section 5 will be handled as follows:

8.1.1 Trainmen at the home terminal shall receive line mile compensation for a round trip and be placed to the bottom of the home terminal "inactive" board.

8.1.2 Trainmen at the away from home terminal shall be deadheaded home and paid line miles at the working rate.

8.1.3 The payments contemplated by this Section 8 shall not be due under circumstances where BNSF can document that the excessive activation was due to circumstances beyond the control of the company, e.g., washout, rock slide, derailment, flood, fire or act of God.

8.2 Trainmen at the away from home terminal who receive a call to deadhead to the home terminal after having been tied up in excess of twelve (12) hours at the away from home terminal shall receive payment of line miles of the actual route traveled for such deadhead.

Example: If a crew is deadheaded by the direct route between Amarillo and La Junta or La Junta and Amarillo, they would be allowed 260 line

miles. If, however, they go to Trinidad first, they would be allowed 347 miles (263+84).

9. The active board shall be updated at each activation time by deleting trainmen that have been called during the prior four hours and adding trainmen being activated.
10. Trinidad trainmen shall and Pueblo trainmen may recover their respective equity at La Junta. The designated UTU representatives shall advise the appropriate BNSF Officer of the number of turns to be allocated to Trinidad and Pueblo.
 - 10.1 If there are no bidders with applicable prior rights to an allocated turn, such assignment will be filled in accordance with applicable schedule rules but this will not change the assignment allocation described in Section 10.2.
 - 10.2 All pool and extra board assignments in this operation will be allocated on the basis of the percentage of the total train miles in this service under the prior method of operation, producing a ratio of:

Trinidad South BN	35.1
Amarillo BN	37.4
Amarillo SF	8.8
La Junta SF	9.6
Pueblo	9.1
 - 10.3 All assignments, including extra boards, will be allocated on the above percentage basis by use of the allocation table that is Attachment A to this agreement. Trinidad, Pueblo and La Junta allocations will be taken at the La Junta home terminal; Amarillo allocations will be taken at the Amarillo home terminal.
 - 10.4 Unless all of the parties reach some other mutually acceptable arrangement, as nearly as possible the number of conductors (crews) in these pools and under these allocations will be adjusted so as to enable them to make between 3700 and 4200 miles per month, and the Local Chairmen and Superintendent or their representatives will cooperate to that end; company to furnish check of miles upon request of the local chairmen.
 - 10.5 The involved local chairmen will apply the equity percentages set forth above to the train miles moving over these lines during the previous month. The involved local chairmen can then apply any mutually acceptable solution to recover any lost equity. If the local chairmen agree to have equity recovery positions bid, and there are then no proper bidders, the miles of equity recovery involved will be treated as waived. If the

local chairmen fail to agree, the involved general chairmen will promptly meet to make all necessary adjustments, or to reach and agree to any other mutually acceptable arrangement. If the General Chairmen fail to agree, any involved party may invoke the arbitration procedures in Section 4 of Article IX of the October 31, 1985 National Agreement in order to reach a permanent mechanism for making equity adjustments.

11. As of 12:01 a.m. each Sunday, UTU Local Chairmen will be provided a status report of trips made by La Junta and Amarillo trainmen during the preceding seven-day period (from the preceding Sunday at 12:01 a.m.).
 - 11.1 BNSF will be obligated to obtain a trip equity reflecting 54 % of the trips made by La Junta trainmen and 46% of the trips made by Amarillo trainmen, plus or minus 4 trips, at any point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day.
 - 11.2 If, at any point during the 72-hour period from 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day, the trip equity balance is within four trips, no adjustment shall be made to balance the pool. A new balance cycle shall not begin until 12:01 a.m. on the 15th day, or 12:01 a.m. on the third Sunday.
 - 11.2.1 When the trip equity balance is within four trips at any point between 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day of the cycle, the number of trips within the allowable parameter of four shall be carried over to the next balance cycle.
 - 11.3 If a balance within four trips cannot be reached at any point during the 72-hour period from 12:01 a.m. on the 12th day and 11:59 p.m. on the 14th day of the cycle, BNSF shall be obligated to balance the trip equity (within four trips) to the home terminal pool with the lesser number of trips realized from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the 14th day. This to be accomplished by deadheading or working a sufficient number of trainmen working the home terminal ID pool with the lesser number of trips (who are at either the home terminal or the away-from-home terminal) by 11:59 p.m. of the 14th day.
12. In connection with relieving pool freight crews in this service tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:

Trains running from La Junta to Amarillo

From La Junta up to but not including Boise City, the ID pool crew (in this service) standing first out at La Junta will provide hours of service relief.

From Boise City to Amarillo, the ID pool crew (in this service) standing first out at La Junta or the first out loop extra board crew at Amarillo may provide hours of service relief.

Trains running from Amarillo to Trinidad

From Amarillo up to but not including Texline, the ID pool crew standing first out at Amarillo will provide hours of service relief.

From Texline to Trinidad, the ID pool crew (in this service) standing first out at Amarillo or the first out extra board crew at Trinidad may provide hours of service relief.

- 12.1 In connection with the establishment of the interdivisional freight pools created by this agreement, new loop extra lists will also be created to protect service as follows:

Amarillo: Will protect pool service originating at Amarillo and may include dogcatching service between Boise City and Amarillo. This board will be administered in accord with FWD rules.

La Junta: Will protect pool service originating at La Junta and may include dogcatching service between Pueblo and La Junta. This board will be administered in accord with ATSF rules.

Note: The existing La Junta extra board will continue to protect the service that it protected prior to this agreement, with the exception of the Boise City runthrough. Either extra board will not be used to supplement the other; when that does occur, the earnings for the service performed will be paid over and above the usual extra board guarantee.

13. In lieu of meals en route, trainmen in this service shall receive a \$1.50 meal allowance if on duty eight (8) hours or less, or a \$6.00 meal allowance if on duty in excess of eight (8) hours.
14. All miles run in excess of the miles encompassed in the basic day shall be paid for at the applicable interdivisional overmile rate. Car scale additives will apply to mileage rates calculated in accordance with this provision.
15. When a trainman is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder,

BNSF shall authorize and provide suitable transportation for the trainman. Suitable transportation includes BNSF owned or provided passenger carrying motor vehicles or taxi but excludes other forms of public transportation.

- 15.1 Crews transported from Trinidad to La Junta shall be paid the greater of mileage (84 miles) at the basic pro rata through freight rate, or time consumed calculated from time relieved (train comes to rest at Trinidad), on a minute basis at the basic pro rata through freight rate, separate and apart from the service trip.
- 15.2 When a crew member is transported at the conclusion of the trip under 15.1 above, and time waiting for transportation from tie-up until arrival of said transportation exceeds 30 minutes, all time waiting from expiration of 30 minutes until arrival of said transportation or arrival of the last crew being transported in that van (whichever is later) shall be paid to the trainman at the basic through freight rate in addition to all other earnings.
16. Trainmen shall be allowed a meal allowance, at the rate provided under National Agreements, after four hours at the away from home terminal, another allowance after being held an additional eight hours, and another allowance after being held an additional sixteen hours.
17. Disciplinary hearings or investigations involving trainmen in this interdivisional service will be held at their home terminal, except when the majority of the principals and principals' witnesses who are to attend live at other locations.
18. Trainmen in this service may advance their vacations so as to coincide with layover days at the home terminal as well as mark-up during the final 24-hour period of vacation in order to avoid missing a round trip.
 - 18.1 Employees assigned to this service who are entitled to take personal leave days pursuant to the provisions of the BN crew consist agreement will be allowed to compact and be paid for up to five (5) personal leave days commencing at the time the crew is ordered at the home terminal until the turn is next again due to be ordered at the home terminal. This provision does not otherwise change any part of Article 20 of the December 5, 1980 Crew Consist Agreement.
19. Trainmen (both pre- and post-1985) in this service may be moved from one long pool train to another long pool train traveling in the same direction and paid an allowance of one (1) hour at the basic day rate for each occurrence. Trainmen may not be moved to a train travelling in the opposite direction.

20. When a trainman in this service is tied up under the Hours of Service Law or required to give up a train, the trainman shall be promptly deadheaded to the destination terminal.

20.1 When an interdivisional pool freight trainman is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, and the time waiting for transportation exceeds one hour from the time the trainman ran out of time under the Hours of Service Law, he or she will be paid, on a minute basis, for all time spent waiting for transportation to the distant terminal. The payment shall cease upon arrival of said transportation.

Example: A trainman is tied up under the law at 8:00AM. The van arrives at 9:30AM. The trainman will be paid 90 minutes.

Another trainman is tied up under the law at 8:00PM. The van arrives at 8:50PM. This trainman will not receive any additional compensation under this provision.

21. It is not intended that trainmen in this service will be required to perform local freight work such as station, plant and industrial switching, and nothing in this section amends or modifies crew consist agreement provisions.

21.1 If, however, such service is required, the trainmen shall receive actual time consumed with a minimum of thirty minutes (30") at the pro rata rate, for each station at which such switching is performed, in addition to all other earnings for the day or trip.

21.1.1 Spotting of cars at a particular location on a designated track, switching out cars from behind other cars, or making other than a straight set-out and/or pick-up, shall be considered station or industrial switching.

21.2 When a crew in this service is required to stop at more than three (3) stations en route for the purpose of making any change in the train content (other than setting out bad orders), the crew shall be allowed actual time aggregated with a minimum of thirty minutes (30") at the pro rata rate, in addition to all other compensation for the day or trip. "Change in train content" means when cars are added to or taken from the train.

21.3 The provisions of the conversion rules are set aside when payment is made pursuant to this Section 21.

- 21.4 Payments made pursuant to this Section 21 are duplicate time payments as contemplated by the 1985 National Agreement. (See side letter #4, attached.)
- 21.5 This provision does not modify crew consist agreement provisions or payments that are made for violations of those provisions and payments that are made under this Section will be in addition to any crew consist agreement payments.

22. Call and Release

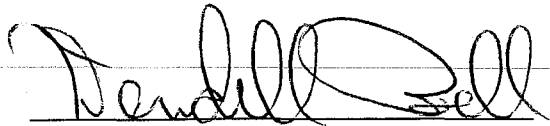
- 22.1 When a trainman assigned to this interdivisional service is called and then released, after reporting for duty, but before road trip commences, the trainman will be paid a basic day or actual time, whichever is greater, and stand first-out for service after securing not less than eight (8) hours rest under the Hours of Service Law, subject to call after six (6) hours and thirty (30) minutes.
- 22.2 When a trainman is called and later notified that the call is cancelled before reporting for duty, proper payment is ½ of a basic day and maintain standing on the board.

NOTE: If a crew is called and released, held time will not be broken. However, there will be no duplicate time payment for held time and time on duty.

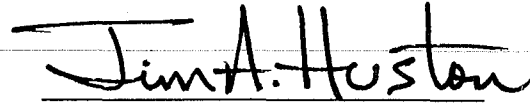
23. Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th the daily rate paid them for the last service performed. Should an employee be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadhead. Payment accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.
24. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service.
25. Except as specifically modified herein, all other Agreements and understandings concerning work performed between La Junta – Amarillo and Amarillo - Trinidad remain in effect.

Signed at Ft. Worth, TX on May 29, 2003 and effective
_____, 2003

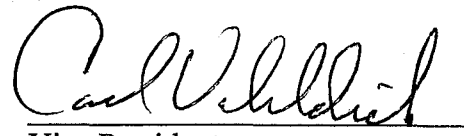
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AND SANTA FE RAILWAY CO.:

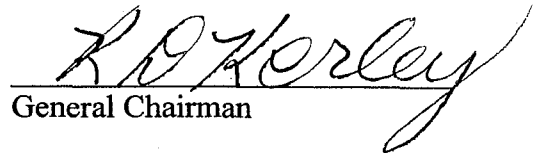

General Director-Labor Relations

FOR THE UNITED
TRANSPORTATION UNION:


General Chairman

Approved:


Vice President


General Chairman

General Chairman