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April 5, 2011

File: Tulsa – Ft. Scott

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

Dear Mr. Green:

This will serve as notice of BNSF's proposals to establish a single ended ID pool to protect service between Tulsa and Ft. Scott under the provisions of Article IX of the 1985 UTU National Agreement, scheduled to commence on or about May 4, 2011.

Attached is a copy of the proposed operation for this service. Should you desire to meet and discuss this operation further, please feel free to contact Jason Ringstad to arrange for a meeting.

Sincerely,

Enclosure

# MEMORANDUM OF AGREEMENT

Between The

BNSF RAILWAY COMPANY

And The

UNITED TRANSPORTATION UNION

(Applicable only on the former SLSF portion of BNSF)

Pursuant to the Carrier's notice dated April 4, 2011 and in accordance with Article IX of the 1985 National Agreement, the parties agree that a single ended pool will be established at Tulsa, OK to handle interdivisional (ID) service (as that term is defined in Article IX) between Tulsa, OK and Ft. Scott, KS. The following conditions will apply:

## Section 1 – Single ended ID pool out of Tulsa, OK

- A. A pool of trainmen (conductors and brakemen) will be established and maintained at Tulsa to handle traffic between Tulsa and Ft. Scott. This ID district pool will protect unassigned freight service, in both directions, within this territory.
- B. Afton shall not be a terminal for crews called in interdivisional service.
- C. The transition to a single ended pool will be accomplished consistent with Section 10 of this Agreement.

## Section 2

- A. When a crew in ID service is called, reports for duty, and is not used, they will be allowed 50 miles and stand first out, but if held more than 4 hours, they will be allowed 100 miles and stand fist out. If a call is canceled before the employee leaves his residence or (away from home ) lodging facility, the foregoing sentence (and payments) does not apply. If "runaround" account not rested, such crew will not be due additional pay but will be restored to their same relative position on the pool board at their home terminal at first opportunity.
- B. ID crews who perform some service but who are released before leaving their initial terminal, will be paid 100 miles at through freight rate and be restored to the first-out position. They will not be called again until they are rested and it is recognized that other crew(s) may be called around them without penalty while they are resting.

Note:

The provisions of paragraph (a) and (b), above, do not apply to individual extra board employees when the call and release occurs at their extra board terminal but, instead, such extra board employees will be handled (and paid) in accordance with applicable schedule agreement rules.

Section 3

- A. When two pool trainmen are to be called for the same train (one to work and one to deadhead), if one of the trainmen is not rested, and the other one is rested, the rested trainman will work the train and the unrested trainman will deadhead. Otherwise, applicable schedule rules will apply.
- B. Trainmen may be called to "deadhead out of turn" from their away-from-home terminal at any time regardless of their standing in relation to other trainmen.

Section 4

Crews on interdivisional runs may be used en route to perform miscellaneous work train service for which an arbitrary allowance is paid. They will not be used in other wrecker or work train service, except as provided in this Agreement.

Section 5

- A. Trainmen working in this pool service will have a fixed point for going on and off duty. The point for going on duty will be the same point for going off duty. This fixed point may be changed by the Carrier by giving ten days written notice to the UTU Local Chairman.
- B. When a trainman is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the trainman.

Section 6

- A. Trainmen working in this ID service shall be paid at the rate applicable for the mileage encompassed in a basic day, as outlined in Article I of 1996 BN/UTU Agreement dated May 8, 1996. All miles run in excess of the miles encompassed in a basic day shall be paid for at a rate provided in Article IX, Section 2 of the 1985 National Agreement, as amended by Article 1, Section 8 of BN/UTU Agreement dated May 8, 1996. Trainmen deadheading in this service will be compensated as provided in Article VI of the 1985 National Agreement.

B. The mileage for this ID district service is as follows: Ft. Scott to Tulsa is 166 miles.

#### Section 7

Lodging will be furnished at the existing agreed upon facilities when ID crews are tied up at other than their home terminal, under the provisions of existing agreements.

#### Section 8

Trainmen assigned in this pool service will be permitted to lay off and report only at their home terminal, except they may lay off (but cannot report) at the away-from-home terminal in cases of sickness or other personal emergency.

#### Section 9

Trainmen working under this agreement will not be permitted to stop to eat but instead will be allowed \$1.50. However, if a trainman requests to be permitted to leave his train in order to eat en route and if he is granted permission to do so, he will not be entitled to the \$1.50 allowance.

#### Section 10 - Operation of the pool

To provide for an orderly transition from a double ended pool (Tulsa and Ft. Scott) to a single ended pool (out of Tulsa), and an equitable distribution of work in the interim, trainmen operating between these terminals, in either direction, will be governed by the following:

- 1) At each terminal (listed above) a crew board having a "primary" and "secondary" list will be maintained in the manner described below:
  - A. The "primary" list at each terminal will be the list from which crews will be called in turn to man trains operating to the other terminal.
  - B. The "secondary" list will be a list of crews who are at their home terminal and have not been advanced to the primary list pursuant to the provisions of Section 1.F.
  - C. Each crew arriving at his home terminal will be placed at the bottom of the "secondary" list.
  - D. Each crew arriving at his "away-from-home" terminal will be placed at the bottom of the "primary" list.

- E. Each "secondary" list will have a "quota" which will be established in the following manner: The Carrier will specify the number of crews which should normally be on the secondary list.
- F. If, on the arrival of a crew at his home terminal, the number of crews on the "secondary" list will exceed the "quota" the crew at the top of the secondary list will be immediately moved to the bottom of the primary list.

EXAMPLE: At Terminal "A", there are eight trainmen assigned. The number of crews designated for the "secondary" list is three. A crew whose home terminal is at "A" arrives when there are already three (3) crews on the "secondary" list. The first out crew on the "secondary" list will immediately be moved to the bottom of the "primary" list since if this were not done, there would be four crews on the "secondary" list which would exceed the quota.

- G. Except as otherwise provided in this agreement, long pool crews will be called first-in, first-out, from the primary list maintained at each terminal, provided that the first-out crew has had full rest under the Hours of Service Act. If possible and when no other trains would be delayed thereby, the first-out crew's call may be held up for as long as thirty minutes so that he may obtain full rest and depart in his proper standing. If the first-out crew does not have full rest, the next following crew that is fully rested will be used. If there are no rested crews available on the primary list, then the first-out rested crew on the secondary list will be called. Should there be no crews on either the primary or secondary lists who are fully rested, then an extra board crew may be called at the home terminal to operate for one round trip under the provisions of this agreement.
- H. The designated BNSF officer will review the starts attributable to each terminal on a weekly basis and make arrangements for equalization.
- I. The maximum number of crews (i.e., "quota") that will be on the secondary lists at Ft. Scott and Tulsa will be initially determined and later changed (from time to time as service requirements and crew availability changes) by the Superintendent or designated Carrier officer, after conferring with the designated UTU Local Chairperson, or designated representative, with immediate notification being given to the involved UTU Local Chairmen. This quota may be different at each terminal.
- J. Crews may be deadheaded out of the home terminal out of turn (with respect to away from home terminal crews).
- K. Crews may be deadheaded out of the away from home terminal out of turn (with respect to home terminal crews).
- L. On Monday of each week, the order of employees on the Primary Board can be sorted after the assignments are made but no later than 1200 hours.

2) Attrition

- A. As Ft. Scott attrites out, the distribution of equity in this pool will be adjusted. This will be accomplished by adjusting the "secondary" list at one or both terminals.

Example: When there are insufficient attrition protected employees at Ft. Scott to protect 50% of the equity in the ID pool, the quotas at Ft. Scott and/or Tulsa will be adjusted to reflect the level of equity they are able to protect in the pool.

- B. At Ft. Scott, to the extent possible, there will be an equal number of pool turns for engineers and conductors.
- C. When there are insufficient employees available to protect service between Afton and Ft. Scott, an employee from Tulsa may be called to protect this service/force assignment. Doing so will be considered filling an outside assignment from the Tulsa crew base; it will not be considered a force assignment across a zone line or on another seniority district.
- D. Tulsa will not fall below 50% of the work equity in the Tulsa-Ft. Scott ID pool.
- E. Afton-Parsons attrition protected employees are identified in Attachment A. After the Afton-Parsons attrition protected employees (identified in Attachment A) attrite out of the pool, the pool will operate single ended out of Tulsa.

This agreement shall become effective on \_\_\_\_\_, 2011, and will continue in effect in accordance with the provisions of the Railway Labor Act, as amended.

For the United Transportation Union:

For the BNSF Railway Company:

\_\_\_\_\_  
S. Green  
General Chairman UTU

\_\_\_\_\_  
M.H. Siegele  
Assistant Vice President - Labor Relations

\_\_\_\_\_  
J. K. Ringstad  
General Director - Labor Relations

**Attachment A – Attrition Protected**

|    | <u>Last</u> | <u>In</u> | <u>UTU Seniority</u> | <u>BLET Seniority</u> | <u>Employee ID</u> |
|----|-------------|-----------|----------------------|-----------------------|--------------------|
|    |             |           | <u>Date</u>          | <u>Date</u>           |                    |
| 1  | Townsend    | MA        |                      | 03/14/73              | 906852-9           |
| 2  | Townsend    | JG        |                      | 03/15/73              | 906853-7           |
| 3  | Sauerwein   | EM        |                      | 04/17/77              | 908423-7           |
| 4  | Davidson    | JO        |                      | 04/15/78              | 910751-7           |
| 5  | Erdman      | BR        |                      | 09/10/83              | 915021-0           |
| 6  | Russell     | JD        | 08/30/71             | 02/02/89              | 908670-3           |
| 7  | Murphy      | TP        | 05/26/72             | 04/07/89              | 908388-2           |
| 8  | Hudson      | MC        | 12/29/73             | 03/02/89              | 911247-5           |
| 9  | Davis       | RW        | 11/05/74             | 01/15/95              | 912739-0           |
| 10 | Stuart      | JS        | 01/27/75             | 01/15/95              | 912819-0           |
| 11 | Hall        | RR        | 07/16/76             | 11/16/95              | 913530-2           |
| 12 | McDonald    | DL        | 05/05/78             | 11/16/95              | 909990-4           |
| 13 | Fitch       | RD        | 05/05/78             |                       | 914457-7           |
| 14 | Darling     | KL        | 05/13/78             |                       | 900782-4           |
| 15 | Fisher      | SD        | 11/23/94             |                       | 746523-0           |
| 16 | Greenfield  | KG        | 11/23/94             |                       | 746532-1           |
| 17 | Allen       | JM        | 11/23/94             |                       | 746522-2           |
| 18 | Williams    | RL        | 11/30/98             |                       | 121910-4           |

## UTU Side Letter #1 – Pool Regulation and Equalization

During the discussions regarding Fort Scott attrition, it was recognized that as this attrition process goes forward, there will be an ebb and flow of Fort Scott pool turns to and from Tulsa, and that in order to provide for that ebb and flow, pool regulation and equalization will need to be done jointly between the crafts (engineers and conductors) and between the terminals (Fort Scott and Tulsa).

Such joint pool regulation and equalization will be done as follows:

At the end of each checking period, all crew starts will be averaged (all southbound crew starts + all northbound crew starts / 2). The resulting number will be compared to the agreed-to start table to determine the number of pool turns “called for”. At Fort Scott, the number of “called for” pool turns will be doubled (to account for both crafts) and compared to the number of employees at Fort Scott who will be available to protect pool service throughout the next checking period (those employees currently in the pool plus those attrition protected employees with letters of increase on file).

If the number of “available” employees at Fort Scott is equal to or exceeds the number of “called for” pool turns, that number of pool turns will be headquartered at Fort Scott throughout the next checking period (as long as there are sufficient attrition protected employees at Ft. Scott to protect the work) and no pool turns will attrite to Tulsa.

If the number of “available” employees at Fort Scott is less than the number of “called for” pool turns, the crafts will fill an equal number of pool turns that will remain headquartered at Fort Scott throughout the next checking period (as long as there are sufficient attrition protected employees at Ft. Scott to protect the work). Any remaining pool turns (which cannot be filled by “available” employees at Fort Scott) will attrite to Tulsa.

**EXAMPLE:** During the current checking period, there were 44 starts out of Tulsa and 40 starts out of Fort Scott, a total of 84 starts (42 average starts). The start table calls for 8 pool turns. The maximum number of pool turns for each craft at Fort Scott throughout the next checking period is 8.

### Scenario #1

There are currently 10 turns in the pool at Fort Scott so there are 20 “available” employees (10 engineers and 10 conductors). No pool turns will attrite to Tulsa. Instead, the pool will be cut to 8 turns (8 engineers and 8 conductors) and the 2 junior engineers and 2 junior conductors will exercise seniority per existing Schedule Rules.



Scenario#2

There are currently 8 turns in the pool and no attrition protected employee with a letter of increase on file, so there are 16 "available" employees at Fort Scott. No pool turns will attrite to Tulsa. As a result, 8 conductor and 8 engineer turns will be headquartered at Fort Scott and 8 conductor and 8 engineer turns will be headquartered at Tulsa throughout the next checking period.

Scenario #3

There are currently 6 turns in the pool and no attrition protected employee with a letter of increase on file so there are 12 "available" employees at Fort Scott. Two conductor and 2 engineer turns will "attrite" to Tulsa. As a result, 6 conductor and 6 engineer turns will be headquartered at Fort Scott and 10 conductor and 10 engineer turns will be headquartered at Tulsa throughout the next checking period.

Scenario #4

There are currently 6 turns in the pool plus there are 2 attrition protected employees with letters of increase on file so there are 14 "available" employees at Fort Scott. One engineer and one conductor turn will attrite to Tulsa. As a result, 7 conductor and 7 engineer turns will be headquartered at Fort Scott and 9 conductor and 9 engineer turns will be headquartered at Tulsa throughout the next checking period.

This Side Letter 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 \_\_\_\_\_ day of \_\_\_\_\_, 2011.

For the UTU:

For the BNSF Railway:

\_\_\_\_\_  
S. Green  
General Chairman UTU

\_\_\_\_\_  
M.H. Siegele  
Assistant Vice President - Labor Relations

\_\_\_\_\_  
J. K. Ringstad  
General Director - Labor Relations

UTU Side Letter #2 - Productivity Fund

Dear Mr. \_\_\_\_\_

In consideration of the Agreement signed on \_\_\_\_\_, 2011, it was agreed that the following will apply:

The Carrier will continue to make contributions to the Fort Scott Crew Consist Productivity Fund (District 22) for each non-ID train start initiated on the Afton-Parsons Zone, as they do today. Likewise, the Carrier will continue to make contributions to the Cherokee Crew Consist Productivity Fund (District 15) for each non-ID train start initiated on the Cherokee Zone, as they do today. In addition, at the end of each pay period, the total number of Interdivisional train starts will be divided equally between the 2 Districts. A contribution equal to 50% of the total Interdivisional starts will be made to the Fort Scott Fund (District 22) and a contribution equal to 50% of the total ID starts will be made to the Cherokee Fund (District 15), regardless of which crews (Forts Scott Zone or Cherokee Zone) actually work each ID train.

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

Sincerely,

Agreed:

\_\_\_\_\_