

MEMORANDUM OF AGREEMENT
Between The
BNSF RAILWAY COMPANY
And The
UNITED TRANSPORTATION UNION

The following will apply to the Interdivisional Runs between Springfield and St. Louis, MO; and Tulsa Fort Scott.

- 1) At each terminal 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 pool crews will be called, in turn, to work or deadhead to the other terminal (except as provided in Section 1.J and 1.K. below).
 - B. The "secondary" list will be a list of pool 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 pool crew arriving at their home terminal will be placed at the bottom of the "secondary" list except when entitled to restoration of turn.
 - D. Each pool crew arriving at their "away-from-home" terminal will be placed at the bottom of the "primary" list except when entitled to restoration of turn.
 - E. Each "primary" list will have a "quota" which will be established in the following manner: Initially the designated BNSF Officer and the Local Chairmen (or their designee) will coordinate to specify the number of crews which should normally be on the primary list.

NOTE: This quota will include only the number of crews that should be on the primary list at any given time and shall not include crews on line-of-road or crews at the away-from-home terminal.

- F. Once the "primary" count for a specific home terminal is below the designated "quota", a home terminal pool crew on the secondary list will be moved to the bottom of the primary list.

EXAMPLE #1:

At Terminal "A", there are twenty pool crews assigned. The number of pool crews designated for the "primary" list (the quota) is five and there are five pool crews with Home Terminal "A" on the primary list.

Once a home-terminal crew is called on duty, the first out pool crew on the "secondary" list would be immediately moved to the bottom of the "primary" list since if this were not done, there would be only 4 home terminal pool crews in "primary" status which would not fulfill the quota.

EXAMPLE #2

The same scenario as Example #1 except the quota has been reduced from 5 to 4. In this case, in order to achieve the new quota of 4, a home terminal crew is not moved from the secondary list to the primary list when a home-terminal crew is called.

EXAMPLE #3

The same scenario as Example #1 except the quota has been increased from 5 to 6. In this case, in order to achieve the new quota of 6, a home-terminal crew is immediately moved from the secondary list to the primary list without waiting for a home-terminal crew to be called.

- G. Except as otherwise provided in this agreement, ID 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 they may obtain full rest and depart in proper standing. If the first-out pool crew does not have full rest, the next following pool crew that is fully rested will be used. If there are no rested pool crews available on the primary list, then the first-out rested pool crew on the secondary list will be called. Should there be no pool crews on either the primary or secondary lists who are fully rested, then a "bum" pool crew made up of extra board trainmen may be called at the home terminal to operate for one round trip under the provisions of this agreement.
- H. The designated BNSF Officer and Local Chairmen (or their designees) will review the starts attributable to each terminal on a weekly basis and make arrangements for equalization.
- I. The maximum number of pool crews (i.e., "quota") that will be on the primary lists at both Terminals will be initially determined and later changed (from time to time as service requirements and crew availability changes) by the Superintendent or designated BNSF officer, after conferring with the designated UTU Local Chairpersons (or their designees), with immediate notification being given to the involved UTU Local Chairmen. This quota may be different at each terminal.
- J. Pool crews may be called to deadhead "out of turn" from the away-from-home terminal, at any time after arrival, regardless of their standing in relation to home terminal pool crews and the normal pool rotation, except that pool crews must be called first-in/first-out in relation to other ID pool crews with the same home terminal.

K. Pool crews may be called to deadhead out of the home terminal "out of turn", regardless of their standing in relation to away-from-home terminal pool crews and the normal pool rotation, except that pool crews must be called first-in/first-out in relation to other ID pool crews with the same home terminal.

This trial Primary/Secondary equity management arrangement, along with the ability to deadhead home terminal and away-from-home terminal crews out of turn, provides BNSF a level of flexibility that the original slotted rotation did not. The ability to fine tune the frequency of home and away from home starts by adjusting the quota is a tool that was also not available under the old method and a higher level of predictability of work schedule is expected. It is also expected that properly adjusted quotas should result in the use of crews from the secondary board being the exception (emergency) rather than the rule. Should this or any other problem arise, the parties agree to promptly meet to resolve those problems.

This trial agreement will become effective on **January 2, 2013** and will remain in effect for a trial period of six (6) months. The parties commit to meeting after this Agreement has been in place for 30 days, and then again at 60 days in order to review and make any adjustments necessary.

After 60 days, this agreement may be cancelled by either party with a 15-day notice upon the other party. If neither party has served notice to cancel at the end of the initial six month period, the parties will meet and discuss a permanent arrangement.

For the United Transportation Union:

For the BNSF Railway:



S. F. Green, General Chairman



Roger Boldra, General Director