

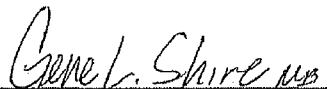
**Memorandum of Understanding  
Between  
BNSF Railway Company  
And  
The United Transportation Union**

The purpose of this Understanding is to allow the existing Fort Scott, KS to Tulsa, OK interdivisional trainmen to operate unit oil trains between the terminal of Tulsa, OK up to and including MP 444.5 on the Sooner Subdivision. Now, therefore, IT IS AGREED:

1. The existing Interdivisional through freight pool trainmen working between Fort Scott and Tulsa will handle these unit oil trains in the normal crew rotation, in addition to other traffic handled by this pool (i.e., this Understanding does not create a separate pool and does not create any "preferred service" within the existing pool). Typically, the first out pool crew at Fort Scott will be called to handle the loaded train from Fort Scott through Tulsa up to and including MP 444.5 on the Sooner Subdivision. Subject to the exception provided in 1.1 below, the crew will then be transported back to Tulsa for lodging and placed in the interdivisional pool crew rotation there. Conversely, the first out pool crew at Tulsa may be called to take control of an empty train up to and including MP 444.5 on the Sooner Subdivision and operate the train through Tulsa to Fort Scott.
  - 1.1 Crews called in this service may be returned to their home terminal after delivering the train to destination and shall be allowed a "flip" rate as if they had completed a round trip.
  - 1.2 Other crews at Tulsa will not be considered run around when crews in this service are properly operated through Tulsa pursuant to this Understanding.
  - 1.3 It is expressly understood that crews shall not be used in turnaround service out of the away from home terminal.
2. When called in this service interdivisional pool freight crews shall not be used to handle other than unit oil trains through the Tulsa terminal.
3. Based on 34 additional miles involved, interdivisional pool crews used in this unit oil train service will be paid an allowance of **\$47.26** in addition to the standard Fort Scott - Tulsa Trip/Flip Trip Rates (currently \$235.29 / \$524.54, respectively).
  - 3.1 The allowance provided for herein (**\$47.26**) is subject to all future wage and COLA increases.

4. The overtime threshold applicable to the Fort Scott - Tulsa ID service prior to the effective date of this Understanding is not to be changed pursuant to the terms of this Understanding.
  
5. If it is necessary to call an Hours of Service Relief crew for a unit oil train between Afton and MP 444.5 on the Sooner Subdivision, a Tulsa extra board trainman shall be used. It is understood that if the extra board trainman transports the unit oil train through the terminal of Tulsa up to and including MP 444.5 on the Sooner Subdivision, they shall be entitled to the allowance of **\$47.26** in addition to all other earnings. If the extra board trainman is called for multiple trips it is understood that he/she shall be considered to be in Short Turnaround Service and the rules governing such service shall apply. It is also understood that if more than one unit oil train is transported by a single crew through the terminal of Tulsa, the allowance of **\$47.26** shall be paid for each such trip through Tulsa in addition to all other earnings.
  - 5.1 This shall not prevent extra trainmen called to relieve unit oil trains from also handling other trains during their tour of duty, but it is likewise understood that if the trainmen makes multiple trips during one tour of duty that they shall be considered to be in Short Turnaround Service.
  
6. This Agreement governs the handling of unit oil train operations by the existing interdivisional service pool and except as provided herein, all other agreements and understandings remain unchanged.

Signed and effective this 12<sup>th</sup> day of January, 2010.

  
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General Director Labor Relations

  
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UTU General Chairman