

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

The two unassigned service pools working between Fort Worth and Oklahoma City, one being subject to the former BN (SLSF) agreements and the other subject to the former Santa Fe (ATSF) agreements, shall be combined

1. Employees holding seniority on the former BN roster with a seniority date established prior to September 21, 1995 shall be considered as “BN prior rights” employees.
2. The agreement provisions and pay rules applicable to the former ATSF shall govern this pool, but for the exceptions specifically notated in this Agreement.
3. The initial equity distribution in this pool will be 80% ATSF and 20% BN, applied to the first 35 crews in the pool in the order specified in the attached Allocation Table. The ATSF seniority roster shall govern in the assignment of crews in excess of 35. The United Transportation Union shall advise BNSF if any changes need to be made in the future regarding the distribution of equity in this pool.
  - 3.1 The 80% ATSF/ 20% BN equity distribution will also be applied to the first eleven (11) positions on the Alliance Extra Board (currently identified as Board 11) which protects vacancies in this pool, in the order specified on the attached Allocation Table.
  - 3.2 BN “prior rights” employees shall have preference, in relative seniority order, to BN allocated turns and must hold a BN allocated turn, seniority permitting. The Standing Bid system will allow employees to bid on specific pool turns.
    - 3.2.1 BN “prior rights” employees holding ATSF allocated positions in this pool are responsible for notifying Crew Management if they become aware that any junior employee is holding a BN allocated turn. At the time of that notification the senior prior-rights BN employee will be placed on the BN allocated turn, and the junior employee will be placed on the ATSF allocated turn.

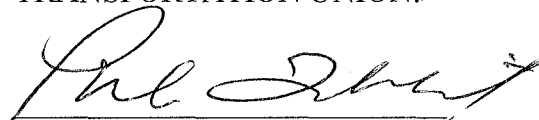
- 3.3 Section 16 of the April 20, 1982 Fort Worth – Madill ID Run Agreement will apply to any pre-1985 prior rights BN employee holding a BN allocated turn in this pool, and to any pre-1985 prior rights BN employee working a BN allocated pool turn off the extra board. That provision would not apply if working an ATSF allocated pool turn.
- 3.4 The Carrier will make payments into the SLSF (District 18) Productivity Fund equal to 20% of the total starts made by this pool. This percentage will be adjusted consistent with any changes made to the BN allocation percentage made in the future.
- 3.5 Prior rights District 18 “protected” employees (under the 1980 BN Crew Consist Agreement) will be credited with a Productivity Fund Share for each working start made in this pool, regardless of turn allocation worked.
4. The pool shall operate on a “first-in/first-out” basis at both the home and away-from-home terminals.
5. Except in cases of emergency, trainmen in this service shall lay-off and report for service at Fort Worth only.
6. When Hours of Service relief is to be performed:
  - 6.1 Southbound trains between Oklahoma City to and including Gainesville, by the first-out trainman in this service at Oklahoma City. Between Gainesville and Fort Worth the Fort Worth extra board.
  - 6.2 Northbound trains may be relieved, at BNSF’s discretion, by the first-out trainman in this service at Fort Worth, or the first out rested away-from-home terminal trainman at Oklahoma City, or, if the train is at Purcell or between Purcell and Oklahoma City, the Arkansas City extra board. In the event an away-from-home terminal trainman is used in Hours of Service Relief as contemplated by this Section, the trainman shall advance to first-out for service or deadhead to the home terminal upon securing sufficient rest to perform the service or deadhead. Further, it is expressly understood that away-from-home terminal trainmen shall not be called to perform Hours of Service relief more than once during a single layover.
7. BNSF shall determine the conditions under which trainmen in this service may stop to eat. When trainmen are not permitted to stop and eat, the trainman shall be paid an additional allowance of \$1.50.


8. When a trainman is required to report for duty or is finally 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.
9. Trainmen shall be allowed a meal allowance, at the rate provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
10. 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 last 24-hour calendar day of the vacation in order to avoid missing a trip in unassigned pool freight service.
11. This Agreement does not create or contemplate any so-called "protective conditions", nor does it, in any manner, affect any "protective conditions" currently in effect, e.g., those "protective conditions" attendant to the establishment of interdivisional service established under the former Santa Fe Agreement between Fort Worth and Oklahoma City, as well as between Fort Worth and Temple.
12. Except as modified by this Agreement, all other Agreement provisions, understandings and practices between and at both Fort Worth and Oklahoma City remain unchanged.

Signed at Ft. Worth, TX on January 20, <sup>2009</sup>~~2008~~ and effective \_\_\_\_\_, 2008.

FOR BNSF RAILWAY CO.:

FOR THE UNITED  
TRANSPORTATION UNION:

  
General Chairman

  
General Director Labor Relations

  
General Chairman

Current FTW-OKC Pool and Extra Board Allocation (as of 2/6/2008)

<u>Pool</u>		<u>Extra Board</u>	
<u>Turn #</u>	<u>Allocation</u>	<u>Turn #</u>	<u>Allocation</u>
1	ATSF	1	ATSF
2	ATSF	2	ATSF
3	SLSF	3	SLSF
4	ATSF	4	ATSF
5	ATSF	5	ATSF
6	ATSF	6	ATSF
7	ATSF	7	ATSF
8	SLSF	8	SLSF
9	ATSF	9	ATSF
10	ATSF	10	ATSF
11	ATSF	11	ATSF
12	ATSF		
13	SLSF		Seniority prevails above 11 turns
14	ATSF		
15	ATSF		
16	ATSF		
17	ATSF		
18	SLSF		
19	ATSF		
20	ATSF		
21	ATSF		
22	ATSF		
23	SLSF		
24	ATSF		
25	ATSF		
26	ATSF		
27	ATSF		
28	SLSF		
29	ATSF		
30	ATSF		
31	ATSF		
32	ATSF		
33	SLSF		
34	ATSF		
35	ATSF		

Seniority prevails above 35 turns