

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

The purpose of this Understanding is to provide for the operation of unit rock trains moving between various crusher facilities in the territory north of Madill, Oklahoma, to and including (Mile Post 575) and distribution facilities between Madill and Fort Worth, Texas and to and from Fort Worth for further handling by other crews to/from facilities beyond Fort Worth. Now, therefore, IT IS AGREED:

1. The existing Interdivisional through freight pool working between Madill and Fort Worth will handle these unit rock 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 Madill will be called to transport to the train north of Madill, operate the train back southward through Madill and on to destination north of Fort Worth or to Fort Worth. The crew will then either transport to Fort Worth for lodging or be relieved at Fort Worth and placed in the Interdivisional pool crew rotation there. Conversely, the first out pool crew at Fort Worth will be called to take control of an empty train at Fort Worth or transport to the empty train north of Fort Worth, operate the train northward through Madill to the crusher and then transport back to Madill to tie up.
  - 1.1 Crews 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. It is expressly understood that crews shall not be used in turnaround service out of the away-from-terminal.
  - 1.2 Other crews at Madill will not be considered run around when crews in this service are properly operated through Madill pursuant to this Understanding.
2. Other than spotting the train for loading or unloading, these Interdivisional pool freight crews may not participate in any loading or unloading of these trains and the crew will not be censured or disciplined in any manner for refusing to do so.
3. Interdivisional pool freight crews in this service shall not be used to handle other than rock trains north of Madill and crews working in the Madill to Tulsa Interdivisional pool may not handle these unit rock trains.
4. Interdivisional pool crews used in this unit rock train service will be paid an allowance of \$96.89 in addition to the standard Madill – Fort Worth Trip/Flip Trip Rates.

- 4.1 The allowance provided for herein (\$96.89) is subject to all future wage and COLA increases.
5. The overtime threshold applicable to the Ft. Worth – Madill ID service prior to the effective date of this Understanding is not to be changed pursuant to the terms of this Understanding.
  6. Employees with a seniority date after April 20, 1981 may bid for and be assigned to positions headquartered at Madill.
  7. Madill turns going “no-bid” may be moved to the Ft. Worth end of this pool. Employees with a seniority date established on or before April 20, 1981 may require BNSF to return a turn moved from Madill to Ft. Worth pursuant to this provision, back to Madill.
  8. This Agreement governs the handling of rock train operations by the existing interdivisional service pool and except as provided herein, all other agreements and understandings remain unchanged.

Signed and effective this 1<sup>st</sup> day of February, 2007.

  
\_\_\_\_\_  
General Director Labor Relations

  
\_\_\_\_\_  
UTU General Chairman