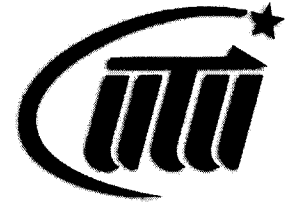


***united transportation union***  
*Burlington Northern & Santa Fe Railway General Committee of Adjustment GO-245*



K.E. Trauernicht, 1st Vice Chairman  
J.A. Scott, 2nd Vice Chairman  
S.M. Waller, 3rd Vice Chairman

8250 West 80th Avenue  
The Meadows Centre, Units 7&8  
Arvada, Colorado 80005  
Phone: (303) 420-1848  
April 9, 2010

S.M. Waller, Secretary

**TO: Local Chairmen, GO-245**

**RE: Ebb & Flow MOU 4/9/10**

Attached for your file and reference is a fully executed copy of the Memorandum of Understanding (MOU) addressing the exercise of ground service seniority on this property by dual service seniority employees, and the agreed Questions and Answers germane to the ebb and flow process. Also included is a copy of the cover letter forwarded BNSF Labor Relations indicating an effective date of April 9, 2010, and concurrently withdrawing the existing conditions in place within the Greybull and Omaha Zones.

During the conference call conducted on March 29, 2010, with the Local Chairmen of this Committee, this office advised that it was our intent to sign this MOU on April 9, 2010, unless a majority of the Local Chairmen submitted written objection. Given the fact that no such objections were received, the implementation of the above MOU has been executed.

Should you have any questions regarding this matter, please feel free to contact this office.

Fraternally,

A handwritten signature in black ink, appearing to be 'R.S. Knutson', written over a horizontal line.

R.S. Knutson  
General Chairman

cc: R.D. Kerley, UTU VP

attachments

***united transportation union***  
*Burlington Northern & Santa Fe Railway General Committee of Adjustment GO-245*



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Phone: (303) 420-1848  
April 9, 2010

S.M. Waller, Secretary

G.L. Shire  
General Director, Labor Relations  
BNSF Railway Company  
P.O. Box 961030  
Fort Worth, TX 76161-0030

**Re: Ebb & Flow**

Dear Sir,

Attached please find a fully executed copy of our Memorandum of Understanding (MOU) addressing the exercise of ground service seniority on this property by dual service seniority employees, and a copy of the agreed Questions and Answers germane to the ebb and flow process. Please note that I have entered an effective date of Friday, April 9, 2010. This office is aware that it may take a few days for you to distribute this document to the appropriate departments, and am therefore understanding that this Organization may need to offer assistance in identifying and enforcing compliance during this initial period.

Concurrent with the implementation of this Understanding on the above date, please accept this as our withdrawal of the November 25, 2009 Understanding implementations within the Greybull and Omaha Zones. Contained within this understanding was our consensus that *"the limitation will remain in effect until the parties mutually agree to an alternative"*. With the implementation of the MOU of April 9, 2010, these concerns have been addressed and there is no further need to impose these conditions.

Please feel free to contact me if you have any questions.

Sincerely,

R.S. Knutson  
General Chairman

cc: Local Chairmen, GO-245  
R.D. Kerley, UTU VP

attachment

**Memorandum of Understanding**

**Between**

**BNSF Railway Company**

**And**

**United Transportation Union  
(former CB&Q)**

The parties previously codified the eligibility for entering the fireman and ground service crafts in Memorandum of Understanding dated October 29, 2009, to include the manner in which such placement was to be executed within the applicable zone. In conjunction with the previous Understanding and consistent with the intent of Article XIII of the October 31, 1985 UTU National Agreement and Article VIII, Section 3, of the August 25, 1978 UTU National Agreement, this interpretation will clarify the eligibility requisite in which dual service seniority (engine/ground service) employees who have properly exercised their ground service seniority may subsequently exercise their ground seniority to another zone.

It is therefore understood:

1. Employees who possess dual service seniority and have properly exercised ground service seniority under existing agreements/understandings may subsequently exercise such ground service seniority to another zone only if they are unable to hold any position in engine service within the zone to which they are relocating.
2. This understanding applies to all dual service seniority employees that are properly working in the ground service craft, regardless of their initial ground service placement within the current consolidated seniority district, subject to the following exception;


Exception: This understanding does not change or modify existing agreement provisions prohibiting the exercise of ground service seniority to property under the jurisdiction of this committee by employees that had either entered ground service or remained in ground service by virtue of the January 1, 2001, ATSF Flowback Agreement.

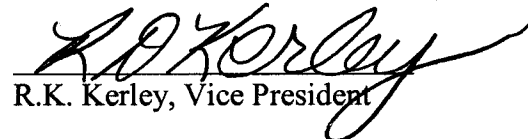
This understanding made effective APRIL 9, 2010.

For BNSF Railway Company:

  
M.H. Siegel, Jr., AVP Labor Relations

For United Transportation Union:

  
R.S. Knutson, General Chairman

  
R.K. Kerley, Vice President

**Ebb & Flow**  
**Memorandum of Understanding**  
**10/29/09 & 4/9/10**

**Agreed To Questions & Answers**

Q1. If a dual seniority employee is properly working in ground service within a zone (CB&Q), can they make a voluntary exercise of ground service seniority to another zone (CB&Q) if they have sufficient seniority to hold a position in engine service within the zone to which they are relocating?

A1. No. A dual seniority employee cannot exercise ground service seniority to another zone where they have sufficient seniority to hold as an engineer.

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Q2: If a dual seniority employee is properly working in ground service within a zone (CB&Q) and becomes unable to hold any position in active service, can they make a voluntary exercise of ground service seniority to another zone (CB&Q) where they have sufficient seniority to hold a position in engine service?

A2: Same as A1.

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Q3. If a dual seniority employee is properly working in ground service within a zone (CB&Q), can they make a voluntary exercise of ground service seniority to another location within the consolidated seniority district that is not under the jurisdiction of the former CB&Q rules/agreements?

A3. An exercise of ground seniority to another property would be governed by the rules in place on that other property. This same principle would apply in reverse with regard to a dual seniority employee working on a property not governed by CB&Q rules/agreements exercising seniority to CB&Q property.

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Q4. Should a dual seniority employee working as an engineer be decertified under federal regulations, would they be eligible to exercise ground service seniority within that zone?

A4. Yes, subject to the displacement protocol in Item 2, MOU 10/29/09 and provided they are not otherwise prohibited from working in ground service (e.g., account discipline). However, the decertified engineer will be eligible to remain in the ground service craft only through the expiration of the decertification period unless he/she is unable to hold the engineer's quota in the zone where decertified.

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Q5. In the scenario set forth in Q&A4, would this employee be eligible to subsequently exercise his/her ground service seniority to another zone during the decertification period?

A5. Yes, subject to the restrictions and requirements set forth in Q&A Nos. 1- 4, above.