

MEMORANDUM OF AGREEMENT

Between

BURLINGTON NORTHERN AND SANTA FE RAILWAY

And

UNITED TRANSPORTATION UNION

Pursuant to the Carrier's notice dated November 17, 2008, and in accordance with Article IX of the October 31, 1985 National Agreement, the parties agree that inter-seniority district service may be established between Gillette and Guernsey, Wyoming. This service will operate (including branch line) via Basin Electric Power Plant (located at Moba, Wyoming), and will include Orin, Campbell, Canyon, Black Hills (MP 584.0) and former Reno Subdivisions of the Powder River Division from Gillette to the Front Range Subdivision of the Colorado Division from Wendover to and including Moba Junction. The following conditions will apply:

Section 1

- (a) Gillette will be the home terminal. Guernsey will be the away-from-home terminal. This pool will be regulated on the basis of assigning sufficient trainmen to provide mileage within the range of 3400 to 3800 miles per month. The applicable trip rate miles, currently 185.6 miles, will be used for mileage regulation.
- (b) Trainmen working in this inter-seniority district service will have a fixed point for going on and off duty. The location for going on duty will be the same location for going off duty. The Carrier may change this fixed location by giving a ten-day notice to the UTU Local Chairman.
- (c) If a trainman is required to report for duty or is relieved from duty at a location other than the on and off duty location, the Carrier will provide suitable transportation for the trainman.

Section 2

- (a) This inter-divisional district pool will protect traffic between Gillette and Guernsey currently handled by the Gillette South Pool.
- (b) This inter-divisional district pool will protect traffic between Gillette and Guernsey including traffic to Moba, Wyoming.
- (c) Except as specifically provided herein, the CB&Q Agreements will apply.

- (d) It is understood that the CB&Q UTU Committee retains sole right to negotiate with BNSF RR amendments or changes to any section or sections of this agreement, with the exception of Section 5.

### Section 3

Subject to the exceptions in this agreement, trainmen who are not called in proper order standing to report for duty or deadheading will be allowed a basic day for each occurrence and shall continue to retain their first-out position.

### Section 4

- (a) All necessary relief work as a result of the Hours of Service Law will be filled in the following manner:
- (1) Hours of service relief between Bridger Junction and Wendover for inter-divisional trains destined to Moba will be provided by Cheyenne/Casper inter-divisional trainmen; by away-from-home terminal trainmen at Guernsey in accordance with the February 27, 1997 Agreement; or by long pool trainmen called from Gillette with the understanding that they will work through to the opposite terminal subject to the Carrier's continued right, under provisions of National Agreements or awards, to use other trainmen to perform such work.
  - (2) All hours of service relief for inter-divisional trains destined to Guernsey relieved short of Bridger Junction on the Orin Subdivision, will be provided by away-from-home terminal trainmen at Guernsey in accordance with the February 27, 1997 Agreement; by South Pool trainmen called from Gillette with the understanding that they will work through to the opposite terminal subject to the Carrier's continued right, under provisions of National Agreements or awards, to use other trainmen to perform such work.
  - (3) All hours of service relief for inter-divisional trains destined to Gillette will be provided by the Gillette Extra Board; the Gillette Local Freight Pool if within its limits; or by South Pool; trainmen called from Guernsey with the understanding that they will work through to the opposite terminal, subject to the Carrier's continued right, under provisions of National Agreements or awards, to use other trainmen to perform such work.
  - (4) All southbound hours of service relief between Wendover and Moba for interdivisional trains will be provided by Cheyenne/Guernsey short pool trainmen; Cheyenne/Casper inter-divisional trainmen; or by Gillette/Guernsey inter-divisional trainmen.
  - (5) All northbound hours of service relief between Moba and Wendover for interdivisional trains will be provided by Gillette/Guernsey inter-divisional trainmen; by Cheyenne/Casper inter-divisional trainmen; or by Cheyenne/Guernsey short pool trainmen.

*NOTE: Section 4(a), (1) through (5), Hours of Service Relief in any of the above scenarios, trainmen called for Hours of Service relief do not necessarily have to be called in the order as listed. Moreover, the above provisions do not extend the current limits of trainmen working in the identified pools.*

- (b) Nothing contained in this agreement is intended to prohibit these crews from being used on trains that traverse only part of the specified territory, provided crews are then transported forward to the opposite terminal, or paid as if they had been. Likewise, nothing in this agreement is intended to prohibit these crews from combining trains or exchanging trains with other crews destined for the same terminal.
- (c) Trainmen working in this pool will not be tied up between designated terminals of their run, except when their movement is prevented (i.e., derailment, or when route to destination is obstructed or impassable due to a wreck, washout or blockage). Trainmen returned to their initial terminal for these reasons shall be paid the basic trip rate for the trip with overtime after all miles operated or 185.6 miles, whichever is greater and the trainmen shall be restored to first-out positions (available after rested).
- (d) Crews working in this pool called to operate a train to the distant terminal who exchange trains en route and operate a train back to their initial terminal will be allowed two basic trip rates with overtime after 185.6 miles calculated separately for each trip rate. Crews will be placed to the bottom of the board on arrival at Gillette.
- (e) Trainmen working in this pool called to operate a train to the distant terminal that are relieved before the expiration of ten hours on duty and returned to the initial terminal will be allowed two basic trip rates with overtime calculated separately for each trip based on the 185.6 miles per basic trip rate. Trainmen will be placed to the bottom of the board on arrival at Gillette.
- (f) Trainmen working in this pool called to operate a train to the distant terminal who are relieved after the expiration of ten hours and provided transportation back to the initial terminal before the expiration of their Hours of Service, will be the basic trip rate with overtime after miles operated with a minimum of 185.6 miles and will remain on continuous time until they are tied up. Trainmen shall be restored to first out position (available after rested).
- (g) Trainmen working in this pool called to operate a train to the distant terminal who are relieved and returned to the initial terminal will be allowed two basic trip rates with overtime after 185.6 miles calculated separately for each trip rate if transportation is not provided before the expiration of their Hours of Service. Trainmen will be placed to the bottom of the board on arrival at Gillette.

Section 5

- (a) The mileage of this inter-seniority district service is:

Gillette to Belle Ayre Jct. 26.0 miles – 11.4 % Prior Right Sheridan

Belle Ayre Jct. to Bridger Junction 112.1 miles – 49.2 Wyoming Sen. Dist.

Bridger Junction to Guernsey 39.7 miles -17.4% Prior Right Casper

Wendover to Moba and return 50.0 miles – 21.9% C&S

Total 227.8 pay miles – 99.9 %

- (b) Equalization of work between the prior right Sheridan and prior right Casper trainmen will be apportioned according to the following table:

Number of Turns	Prior Right Casper	Prior Right Sheridan
1	1	0
2	1	1
3-4-5-6	1	1
7	2	1
8	2	2
9-10	2	2
11	3	2
12	3	3
13-14-15-16	3	3
17	4	3
18	4	4
19-20-21-22	4	4

(Similar apportionment thereafter for additional turns) If prior rights are not allocated or exercised, the jobs will be filled on the basis of Wyoming district seniority.

- (c) Equalization of work between the Wyoming Seniority District of the former BN and the Colorado and Southern District of the former C&S will be accomplished as follows: all pool turns will be headquartered at Gillette, Wyoming. Each January, either Local Chairman will request the Carrier to re-bulletin a sufficient number of turns so that equalization of all miles operated on the Front Range Subdivision (between Wendover and Basin Electric Power plant) may be accomplished. On pool turns established for C&S equalization, Colorado and Southern District (former C&S seniority roster prior to September 18, 1995) will prevail. All miles run by trainmen manning the run-off assignments under this section will be counted to accomplish equalization. Failure of trainmen holding seniority on the Colorado and Southern Seniority District to bid on the run-off assignments will result in forfeiture of accrued mileage.

- (d) Conductors in this pool will be paid the trip rate established by letter dated April 19, 2006 including all applicable increases thereafter and will be paid overtime after actual miles run for that service. Effective July 1, 2008 the conductor trip rate was \$267.54. This includes additional subsequent settlements and understandings made with Labor Relations. Conductors whose train symbol, as noted on the conductor call slip is issued prior to departure, indicates a trip on the Front Range Subdivision, will submit a claim under CA Code MS for 50 miles in addition to the trip rate.
- (e) Crews in the Gillette-Guernsey Pool who are called to perform short turnaround/shuttle service on the appropriate territory at their away-from-home terminal (Guernsey) will be compensated one trip rate allowance for the first trip/departure in such service. In the event subsequent trips are required at Guernsey, and if other crews are rested and available at the away-from-home terminal, a basic day will be allowed for each subsequent trip/departure. In addition, whether such crews are then tied up at the away-from-home terminal or deadheaded to the home terminal without being released for lodging, they will be compensated overtime after eight (8) hours on duty with no reduction in overtime due to any payment for additional departure(s) or penalties which may have accrued. The overtime extender is still applicable in addition to the eight (8) hours.
- (f) When trainmen in this service are programmed to make side trips on the Campbell, Black Hills (not to exceed milepost 584.0), Front Range (not to exceed MOBA), or Orin (not to exceed Orin yard) sub-divisions before departure from the initial terminal, the basic trip rate will be paid as programmed. In the event these trainmen are required to make side trips on Sub-Divisions not programmed to operate before departure, they will be allowed two (2) hours at through freight rates of pay plus side trip miles operated in addition to the basic trip rate. Furthermore, it was agreed that side trips onto the west leg of the wye at Orin Junction, for the purpose of delivering or picking up Dave Johnson trains, may be made without penalty. This understanding is restricted to trainmen assigned in Gillette/Guernsey Pool service, including those operating under the proposed Gillette-Moba-Guernsey Agreement, and will not be referred to in any other service.
- (g) Overtime (tow-in) provisions applicable to pre-October 31, 1985 trainmen operating in the Gillette/Guernsey Pool will remain in effect. However, these pre-existing overtime provisions will not apply to trainmen handling trains into or out of the Basin Electric Power Plant (Moba). But, the pre-existing overtime provisions will apply to pre-October 31, 1985 trainmen handling trains other than Basin Electric Power Plant between Moba and Wendover.

#### Section 6.

- (a) Suitable lodging (as defined in BN Labor Agreement 7/16/80) shall be provided at Guernsey for long pool trainmen who are at their assignment's away-from-home terminal.
- (b) Trainmen who are performing this long pool service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, except that if held 28 hours or more they will be allowed an additional meal allowance

as provided for in Letter of Understanding dated February 15, 1978. (BN 2.15.78-E)

#### Section 7

- (a) Except in cases of emergency (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains), trainmen assigned to work in this inter-seniority district service will not be used for short service between the two established terminals unless called as contemplated under the local Memorandum of Agreement dated February 27, 1997.
- (b) Trainmen will be called in accordance with local Memorandum of Agreement dated February 27, 1997, both at the home terminal and the away-from-home terminal. Should there be no trainmen in the pool that is fully rested, then an extra board trainman may be called from the extra board at Gillette to operate one round trip under provisions of this agreement.
- (c) When a trainman qualifies for any payment under CB&Q Schedule Rule 64 (a), (b) and (c) captioned, "Called and Not Wanted", when service is not performed, the trainman will continue to stand first out. When the trainman has been called and released under Rule 64 and is returned to the first-out position, the trainman will not be called for service again until rested (except to deadhead to the home terminal before rested), and in such event, he will be allowed no less than 100 miles for the call and release. It is recognized that other trainmen may be called around the trainman obtaining rest without penalty while the trainman is obtaining required rest, when applicable.
  - (1) The provisions of this paragraph do not apply to individual extra trainmen when the call and release occurs at their extra board terminal. Such trainmen will be handled (and paid) in accordance with applicable schedule agreement rules.
  - (2) It is understood that when a trainman has been called and released in a manner that did not interrupt "rest" under the Hours of Service Act, then the trainman retains the same position and will not require an additional (eight) 8 hours rest before being subject to another call.

#### Section 8

- (a) Crews runaround en route will be restored to their original position upon arrival at their objective terminal but will be called for such turn only when rested. In event crews cannot resume their proper turn at the away-from-home terminal, they will be placed in proper position on arrival at the home terminal if rested for next tour of duty. If not rested for the next tour of duty at the home terminal, they will establish a new position in the pool. Trainmen run around en route will be responsible for notifying the crew caller of their proper position within two hours of tie-up.

- (b) It is understood that this does not supersede the November 13, 2002 Memorandum of Agreement. If the November 13, 2002 Agreement is cancelled by either party, Section 8(a) above would apply.

Section 9

Trainmen, who are required to deadhead over the expanded district under the provisions of this agreement, will be provided with reasonable comfort while so deadheading. Whenever trainmen are required to deadhead on freight trains, comfortable seating for both the working trainman of the train and the trainman being deadheaded will be provided.

Section 10

Trainmen will be furnished lockers and adequate washroom facilities at the away-from-home terminal in the immediate vicinity of the on/off duty location (or transportation to and from the facility will be provided). Minimum size of lockers will be 21" X 18" X 72".

Section 11

Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provision of agreements or schedule rules, or the Merger Protective Agreements as implemented between the Carrier and the United Transportation Union. This agreement shall be effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas this 15 day of March, 2009.

For:

Burlington Northern and Santa Fe  
Railway Company

M. H. Seagle Jr.  
Vice President of Labor Relations RAB

Roger A. Bolden  
Director of Labor Relations

For:

United Transportation Union

Paul A. [Signature]  
General Chairman UTU - C B & Q

[Signature]  
General Chairman UTU - C&S