

**MEMORANDUM OF AGREEMENT**  
**Between**  
**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY**  
**COMPANY**  
**And The**  
**UNITED TRANSPORTATION UNION**

Pursuant to Article IX of the October 31, 1985 National Agreement, BNSF may establish interdivisional service between Phoenix, AZ., and Winslow, AZ., as set forth below:

1. A pool of conductors will be established and maintained at each home terminal, pursuant to current schedule rules, sufficient to man the service between Phoenix, AZ., and Winslow, AZ., for identified trains that either originate or terminate at Phoenix, AZ. At each terminal a conductor board having a "primary" and "secondary" list shall be maintained that will operate in the manner described below:
  - 1.1 The primary list at each terminal will be the list from which conductors will be called, in turn, to work or deadhead to the other terminal (except as provided in Sections 3 and 4 hereof).
  - 1.2 The secondary list will be a list of conductors at its home terminal but who have not advanced to the primary list.
  - 1.3 Each conductor arriving at its home terminal will be placed at the bottom of the secondary list except when it is entitled to "restoration of turn" or when it has "run-around" some other conductor that is entitled to "restoration of turn" under Section 3.3 hereof.
  - 1.4 Except when a conductor arrives "out of turn," each conductor arriving at the away-from-home terminal will be placed on the bottom of the primary list even though this will result in exceeding the "quota" established under the provisions of Section 1.5 below.
  - 1.5 The number of home terminal conductors (i.e., "quota") that will normally be on the secondary lists at Phoenix, AZ. and Winslow, AZ., will be initially determined and later changed (from time to time as service requirements and conductor availability change) by the Division General Manager or designated Carrier Officer (Crew Planner), after conferring with the involved UTU Local Chairman, with immediate notification being given to all involved UTU Local Chairmen. This quota may be different at each terminal.

- 1.6 The number of conductors (i.e., "quota") on the secondary list will be the difference between the number of conductors with that home terminal and the number of those home terminal conductors on the primary list.
- 1.7 When a conductor arrives at its home terminal (except when it arrives "out of turn") and adding the conductor to the secondary list causes that list to exceed its current quota, the first-out conductor on the secondary list will be immediately moved to the bottom of the primary list. If a conductor arrives at its home terminal "out of turn," it will be marked up in accordance with Section 1.3 as soon as the proper order of markup can be determined.
- 1.8 It is understood that if the designated Carrier Officer (CrewPlanner) fails to maintain the proper equalization of work under this Section, upon demand of the designated Local Chairman the proper adjustment will be made in order to assure that this Agreement is properly applied.

EXAMPLES:

E-1 At Phoenix there are ten long pool conductors assigned. The quota for the primary list is six at that time and the quota for the secondary list is therefore four. A Phoenix conductor arrives there at a time when there are already four conductors on the secondary list. The first-out conductor on the secondary list will be immediately moved (i.e., marked up) to the bottom of the primary list since if this were not done, there would have been five conductors on the secondary list (which would have exceeded the secondary list's quota).

E-2 At Phoenix, the primary list stands as follows at the time a decision is made to deadhead a Winslow conductor to its home terminal "out of turn" (in order to reduce the number of away-from-home-terminal conductors):

- |    |              |    |
|----|--------------|----|
| 1. | Phoenix Pool | #4 |
| 2. | Phoenix Pool | #5 |
| 3. | Winslow Pool | #7 |
| 4. | Winslow Pool | #8 |
| 5. | Phoenix Pool | #6 |
| 6. | Winslow Pool | #4 |

Winslow Pool #7 is called to "deadhead out of turn.

E-3 At Phoenix, the primary list stands as follows at the time a decision is made to deadhead a Winslow conductor (for the same reason as Example No. 2):

1. Winslow Pool #2
2. Phoenix Pool #4
3. Phoenix Pool #5
4. Winslow Pool #3

Winslow Pool #3 is then called to “deadhead out of turn” on the train on which Winslow Pool #2 is the working conductor. This “deadheading out of turn” pre-empts the usual “first conductor deadheads - second conductor works” principle.

2. The mileage on this interdivisional district service shall be equalized as follows to approximate 58% of the work to Phoenix and 42% of the work to Winslow conductors. District miles for this service are 300.
  - 2.1 Terminal to terminal deadheads performed separate from service shall be counted as a basic day for equalization purposes.
3. Crew Management
  - 3.1 Except as otherwise provided in this Agreement, long pool conductors will be called on a first-in, first-out basis from the primary list at each terminal, provided the first-out conductor has had full rest under the Hours of Service Law. If possible and when no other trains would be delayed thereby, the Carrier may delay the first-out conductor’s call so that they may obtain full rest and depart in proper standing. If the first-out conductor is not rested, the next following conductor that has full rest will be used. If there are no rested conductors on the primary list, the first-out rested and available conductor on the secondary list will be called, with the understanding that an employee called off the secondary list shall not be disciplined account missing a call for service and shall retain his position on the secondary list. Should there be no conductor on either the primary or secondary list that is fully rested, then a make-up conductor may be called at the home terminal to operate for one round trip under the terms of this Agreement.

- 3.2 If a conductor lays off at the away from home terminal, the turn shall be considered "vacant" and attached to the turn with the same home terminal that is immediately ahead. The "vacant" turn will be placed in proper order on the secondary board at the home terminal upon placement of the turn to which attached.
- 3.3 Should a conductor lay off at the home terminal while on the primary board the turn shall be filled by the appropriate extra board. If the conductor lays off while on the secondary board at the home terminal, the conductor's turn will be removed from the board until the conductor reports back for service. When the conductor reports back for service at the home terminal, the turn shall be placed to the bottom of the secondary board.
- 3.4 A long pool conductor whose rotation is affected by the provisions of Sections 3 and 4 shall be restored to proper turn (i.e., original rotation) at the next terminal if possible (if this is the away-from-home terminal and the conductor is not rested in time to be restored, restoration shall be accomplished at the home terminal), if the conductor does not tie up at the final terminal in the same order-of-standing as in effect when last called at the home terminal. Each long pool conductor arriving at either terminal will be marked up at the bottom of the applicable list except when entitled to "restoration of turn" or when the conductor has run-around some other long pool conductor that is entitled to "restoration of turn" pursuant to the terms of this Section.
- 3.5 When a long pool conductor is deadheaded out of one terminal via a mode other than a freight train, any question about being run-around by another long pool conductor with the same home terminal, or vice versa, shall be determined on the basis of proper order at the initial terminal.

#### 4. Deadheading Out of Turn

- 4.1 Long pool conductors may be called to "deadhead out of turn" from the away-from-home terminal, at any time after arrival, regardless of their standing in relation to at home conductors and the normal pool rotation, except that conductors must be called first-in/first-out in relation to other long pool conductors with the same home terminal.

- 4.2 When two long pool conductors are to be called for the same train (one to work and one to deadhead), if one of the conductors is not rested and the other one is rested, the rested conductor will work the train and the unrested conductor will deadhead. (Note the exception in E-3 following Section 1.8.)
5. All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date (subject to the application of Article I, Section 8 of Award of Arbitration Board No. 559). Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
  6. At the initial and/or final terminal, when a conductor is required to report for duty or is 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 conductor. Suitable transportation includes BNSF owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.
  7. Conductors shall be allowed a meal allowance, at the rate currently provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
  8. Conductors in this service shall receive the existing meal allowance applicable to interdivisional service.
  9. Conductors in this service shall be permitted to advance their vacation period to coincide with the start of layover days.
  10. Disciplinary hearings or investigations involving conductors in this service will be held at their home terminal, except when the majority of the principals and witnesses who are to attend live at other locations.
  11. In connection with relieving pool freight conductors in this service tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road conductor out of the terminal:

#### EASTBOUND TRAINS

Between Phoenix and Ash Fork, including Ash Fork, the ID pool conductor (in this service) standing first out at Phoenix will provide hours of service relief.

Between Ash Fork and Winslow a conductor from the Winslow extra board will provide hours of service relief.

WESTBOUND TRAINS

Between Winslow and Ash Fork, including Ash Fork, the ID pool conductor (in this service) standing first out at Winslow will provide hours of service relief.

Between Ash Fork and Phoenix a conductor from the Phoenix extra board will provide hours of service relief.

12. Long pool conductors shall not be moved from a long pool train to a train in the short pool.
13. Conductors in this service shall be paid continuous held-away-from-home terminal time for all time in excess of 16 hours held at the away-from-home terminal until the on-duty time when called for service, or the departure of transportation if called to deadhead either separate or combined with service.
14. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service. Change of residence shall not be considered "required" if the reporting point is 30 miles or less miles from the trainman's residence or former reporting point.
15. The parties agree to meet between 60 and 90 days from the date this agreement is implemented to address any issues or concerns either party has with the operation of the service.
16. Except as specifically modified herein, all other Agreements and understandings between Phoenix and Winslow remain in effect.

Signed at Fort Worth, TX. on \_\_\_\_\_, 2001 and effective  
\_\_\_\_\_, 2001

FOR THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.

*M. Howard Siggle / GLS*  
*MHS / GLS*  
\_\_\_\_\_  
Assistant Vice President Labor Relations

*[Signature]*  
*GLS*  
\_\_\_\_\_  
General Director Labor Relations

FOR THE UNITED  
TRANSPORTATION UNION:

*[Signature]*  
\_\_\_\_\_  
General Chairman

SIDE LETTER NO. 1

J.F. Holden  
General Chairman  
United Transportation Union

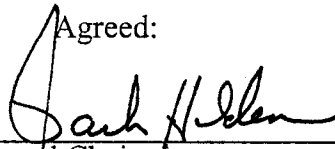
Dear Mr. Holden,

This is in regard to agreement providing for interdivisional service between Phoenix and Winslow, Arizona. During the negotiation of this agreement, we understood that BNSF would identify specific train symbols to be assigned to this pool and that those symbols would be handled by the pool pursuant to the terms of this agreement. Furthermore we agreed that train symbols may be added or removed from this service by BNSF supplying the involved Local Chairmen ten-days written notice of the change.

If the foregoing accurately reflects our understanding, please affix your signature in the space provided below.

Sincerely,

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

Agreed:  
  
\_\_\_\_\_  
General Chairman

**BNSF**



**JASON RINGSTAD**  
*Director*  
*Labor Relations*

**BURLINGTON NORTHERN SANTA FE**

2600 Lou Menk Drive  
P.O. Box 961030  
Fort Worth, Texas 76161-0030

Telephone: (817) 352-1019  
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June 26, 2003

Mr. W.E. Young  
General Chairman UTU  
2110 E. First St. Suite 112  
Santa Ana, CA 92705-4095

Dear Mr. Young,

This letter refers to our understanding regarding the Phoenix – Winslow ID agreement; particularly, Section 11 as it relates to Ash Fork. We have agreed to amend Section 11 of the Agreement to read:

“In connection with relieving pool freight crews in this service tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:

**EASTBOUND TRAINS**

Between Phoenix and Ash Fork, the ID pool conductor (in this service) standing first out at Phoenix will provide hours of service relief.

Between Ash Fork and Winslow, including Ash Fork, a conductor from the Winslow extra board will provide hours of service relief.

**WESTBOUND TRAINS**

Between Winslow and Ash Fork, the ID pool conductor (in this service) standing first out at Winslow will provide hours of service relief.

Between Ash Fork and Phoenix, including Ash Fork, a conductor from the Phoenix extra board will provide hours of service relief.”

This agreement will become effective June 26, 2003 and will remain in effect subject to ten days written notice of cancellation, one party upon the other.

If this correctly reflects our understanding, please sign and return a copy for my records.

Sincerely,

Handwritten signature of Jason Ringstad in cursive.

I AGREE:

Handwritten signature of W.E. Young in cursive, followed by the date 6/26/03.



**United Transportation Union**  
GENERAL COMMITTEE OF ADJUSTMENT  
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY  
(COAST LINES)



March 23, 2004

**W. E. Young**  
General Chairman

**R. B. VanNeman**  
First Vice-Chairman

**T. H. Botts**  
Second Vice Chairman

**A. W. Grossweiler**  
Third Vice-Chairman

**D. L. Young**  
Secretary

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File No. BX -Local's 113 & 1081

Gene L. Shire, General Director  
of Labor Relations  
Burlington Northern Santa Fe  
P.O. Box 961030  
Fort Worth, Texas 76161-0030

Dear Mr. Shire:

This is to memorialize what we agreed to at Phoenix, Arizona on March 18, 2004. We agreed to suspend Item 4.1 of the Memorandum of Agreement covering the Interdivisional Operation between Phoenix and Winslow, Arizona for a thirty (30) day test period which shall automatically be extended until such time as either party serves written notice to reinstate the rule.

Sincerely yours,

  
W.E. Young  
General Chairman