

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY  
AND THE  
UNITED TRANSPORTATION UNION  
(former Spokane, Portland & Seattle Railway territory)**

Road switcher assignments may be established pursuant to provisions of Article VII, Section 2 of the October 31, 1985 UTU National Agreement; subject to the following terms and conditions.

1. Regular road switcher assignments may be established to provide road switcher service at any location provided that road switcher assignments are assigned to go on duty at a location where suitable lodging and eating facilities are available, in accordance with BN Labor Agreement OPS 27-80, effective August 1, 1980.

1.1 Road switcher service will not be established to perform terminal to terminal through freight service.

2. To establish road switcher assignments, BNSF will issue a bulletin for one Conductor and one (1) or more Brakemen, which will contain the following information:

- 2.1 (1) The train number or designation
- (2) The home terminal of assignment.
- (3) The days of the week service is to be performed.
- (4) The rest day(s) of the assignment.
- (5) The on-duty time of the assignment.
- (6) The date assignment will be established.

2.2 With regard to 2.1 (5) above, Road Switchers will have a regular and specific on duty time, which will be at the same time each day it is assigned to operate.

3. Road switcher assignments may be established to perform daily service on five or six days during a calendar week. On five-day assignments, the rest days will be consecutive. The on and off-duty point for road switcher assignments will be at the same point and location for each day operated.

4. The territorial limits for road switcher assignments shall be established under the following conditions:

4.1 When road switcher crews are assigned to go on and off duty at terminal locations where switching limits are established, the road switcher districts shall be limited to a fifty (50) mile territory, non-inclusive of the miles encompassed within the established switching limits, on any scheduled day of operation.

- 4.2 At locations where switching limits are not established, road switcher districts shall be limited to a fifty (50) mile territory, non-inclusive of the mileage encompassed between the outermost switches controlling access to the main line at that location, on any scheduled day of operation.
- 4.3 The road switcher may operate back and forth across a territory, measured, by rail miles from the switching limits extending a 50 mile distance into road territory. For example, on one day the road switcher may operate 30 miles out of the terminal in a westward direction, return to the terminal and run 20 miles in an eastward direction. The next day the road switcher may operate 50 miles out of their terminal in a westward direction, but on that day, the crew could not work eastward out of the terminal.
- 4.4 On specific assignments, the parties may, by agreement, extend the territorial limits described above.
5. Road switcher crews may operate in any direction (within the limits of their territorial boundaries), including into, out of; and through terminal locations, but may not be run beyond the territorial limits of their assignment, except as starting a new day.
- 5.1 When road switcher crews are not used to provide service to the same industries on a regular or daily basis, they will be advised, upon reporting for service, what direction(s) they will operate out of the home terminal, with the understanding that the maximum limits will not exceed 50 miles.
- NOTE: Road switcher crews will be governed by road rules, except that rules providing for automatic release, arbitrary allowances for terminal switching and terminal delay and earliest start times will not apply.
6. At locations where yardmen are employed, road switcher crews will only perform the service allowable under the applicable National Agreements.
7. Conductors and Brakemen working road-switcher assignments established under provisions of this agreement shall be paid at the five-day yard rate of pay as stipulated in Article VII of the October 31, 1985 UTIJ National Agreement. However, no other rules and/or working conditions of the agreement in effect between the Carrier and its yardmen are applicable to employees assigned to road switchers established under the terms of this agreement.
8. Eight (8) hours or less shall constitute a minimum day's work. Time shall be computed continuously from the time required to report for duty until released from duty, with overtime after eight (8) hours computed on a minute basis at a rate per hour of three-sixteenths of the daily rate.
9. Road switcher crews will be allowed a reasonable length of time to eat, without deduction in pay, at nearly as possible to the expiration of every six hours, provided they notify the dispatcher a reasonable time in advance.

10. Other road and yard crews performing service within assigned road switcher limits will continue to be compensated for service under provisions of their applicable schedule rules and agreements. Such crews shall not be entitled to any special compensation or allowance for merely performing service within the limits of the road switcher district. Nothing herein shall be interpreted as establishing "road switcher" as a different class of service within the meaning of the more than one class of service rules.

11. The national holiday agreement provisions shall apply to road switcher crews without regard to mileage operated.

12. Conductors and Brakemen who are required to work less than the bulletined number of days of the assignment will be guaranteed a yard day's pay, at last service rate, for each day not worked to a maximum of six (6) days per week. If the line segment(s) associated with the assignment becomes impassable through an Act of Providence, and it is impossible to perform regular service, this Section does not apply. When it is decided that an assignment is to be annulled for more than two (2) consecutive bulletined working days, because of an Act of Providence as described above, the assignment will be abolished and the regular members of the crew will be allowed to exercise their seniority in accordance with prevailing schedule rules and agreements.

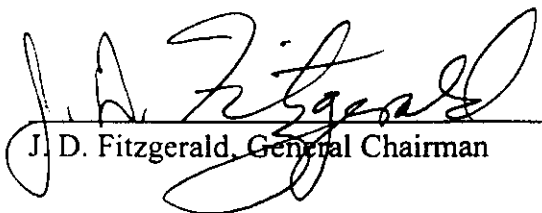
13. Except as specifically provided herein, nothing contained in this agreement shall be construed as modifying amending or superseding any of the provisions of schedule agreements between the United Transportation Union and the BNSF.

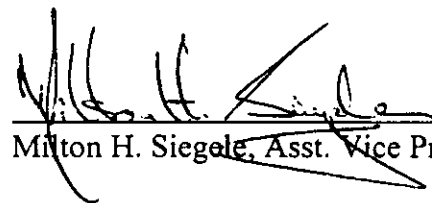
14. This Agreement will become effective as of the date signed.

Signed at Fort Worth, Texas this 1<sup>ST</sup> day of DECEMBER 1998.


For: United Transportation Union

For: Burlington Northern Santa Fe Railway  
Company

  
\_\_\_\_\_  
J. D. Fitzgerald, General Chairman

  
\_\_\_\_\_  
Milton H. Siegle, Asst. Vice President

  
\_\_\_\_\_  
G.O. Hartsock, Asst. General Chairman

  
\_\_\_\_\_  
Kathy J. Johnson, General Director

Side Letter No. 1

Mr. M. H. Siegele, AVP Labor Relations  
Burlington Northern and Santa Fe Railroad Company

Dear Mr. Siegele:

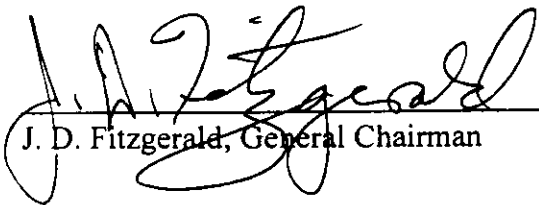
This confirms our understanding with respect to application of the Agreement of this date, providing for establishment of road switcher service, at locations on the merged BNSF system falling under purview of former Spokane, Portland & Seattle Railway Rules and Agreements.

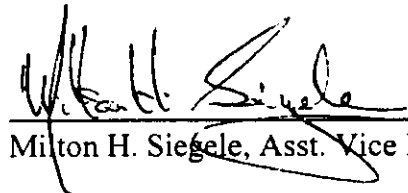
We agreed that the scope and purpose of this Agreement was not intended to permit the BNSF to unilaterally substitute, or otherwise supplant, yard crews with road switcher crews.

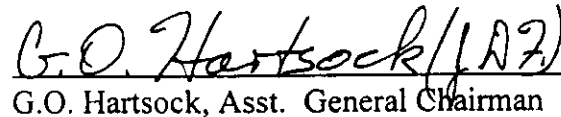
Please indicate your agreement by signing in the space provided below.

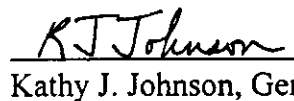
For: United Transportation Union

For: Burlington Northern Santa Fe Railway  
Company

  
\_\_\_\_\_  
J. D. Fitzgerald, General Chairman

  
\_\_\_\_\_  
Milton H. Siegele, Asst. Vice President

  
\_\_\_\_\_  
G.O. Hartsock, Asst. General Chairman

  
\_\_\_\_\_  
Kathy J. Johnson, General Director

Side Letter No. 2

Mr. M. H. Siegele, AVP Labor Relations  
Burlington Northern and Santa Fe Railroad Company

Dear Mr. Siegele:

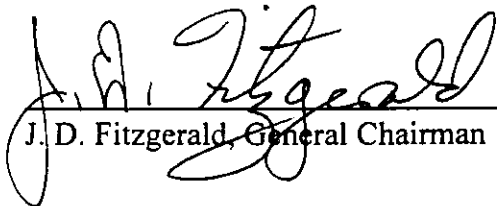
This confirms our understanding with respect to application of the Agreement of this date, providing for establishment of road switcher service, at locations on the merged BNSF system falling under purview of former Northern Pacific Rules and Agreements.

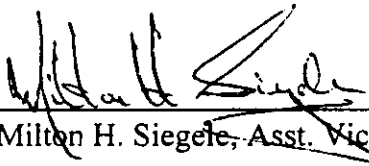
We agreed that the signatory parties did not intend to supersede or in other fashion amend provisions of Article IX of the October 31, 1985 UTU National Agreement pertaining to interdivisional service.

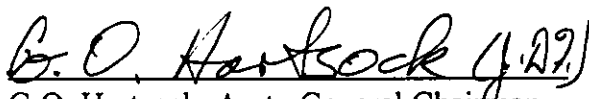
Please indicate your agreement by signing in the space provided below.


For: United Transportation Union

For: Burlington Northern Santa Fe Railway  
Company

  
\_\_\_\_\_  
J. D. Fitzgerald, General Chairman

  
\_\_\_\_\_  
Milton H. Siegele, Asst. Vice President

  
\_\_\_\_\_  
G.O. Hartsock, Asst. General Chairman

  
\_\_\_\_\_  
Kathy J. Johnson, General Director

Side Letter No. 3

Mr. M.H. Siegele, AVP Labor Relations  
Burlington Northern and Santa Fe Railroad Company

Dear Mr. Siegele:

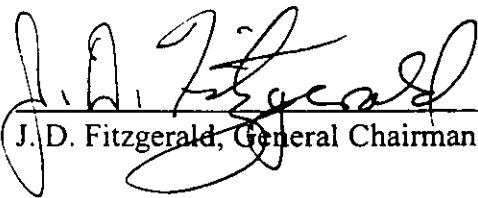
This confirms our understanding with respect to application of the Agreement of this date, providing for establishment of road switcher service, at locations on the merged BNSF system falling under purview of former Spokane, Portland and Seattle Rules and Agreements.

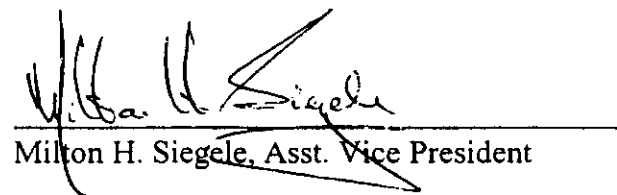
In respect to rates of pay described in Section 7 of this agreement, the five-day yard rates are modified as follows: The daily rate for Conductors in this service will be \$150.00 per day. The daily rate for Brakemen in this service will be \$144.00 per day. The daily rates of pay described herein are subject to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this agreement.

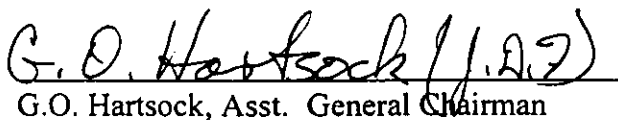
Please indicate your agreement by signing in the space provided below.

For: United Transportation Union

For: Burlington Northern Santa Fe Railway  
Company

  
\_\_\_\_\_  
J.D. Fitzgerald, General Chairman

  
\_\_\_\_\_  
Milton H. Siegele, Asst. Vice President

  
\_\_\_\_\_  
G.O. Hartsock, Asst. General Chairman

  
\_\_\_\_\_  
Kathy J. Johnson, General Director

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY  
AND THE  
UNITED TRANSPORTATION UNION  
(former Spokane, Portland & Seattle territory)**

In connection with the switch engine assignments in effect on the date of this Agreement, should the Carrier propose the discontinuance of the last switch engine at a location or the last yard assignment on a shift, where more than one (1) assignment is employed on former Spokane, Portland & Seattle property, it is herein agreed:

Section 1

In the event the Carrier proposes discontinuance of the last yard assignment at a particular location or the last yard assignment on a shift, the UTU Local Chairman be provided ten (10) days written notice. The notice will identify the assignment and the date on which a study will begin.

Section 2

The Local Chairman shall provide the Carrier with the name of his representative for the purpose of the study. If the representative(s) are not named, or fail to participate, the study shall be conducted by the Carrier. In either event, the results of the study shall be binding.

Section 3

The assignment may be discontinued if the study concludes that the average time consumed in switching is less than three (3) hours within a spread often (10) hours for five (5) consecutive working days. The ten (10) hour period will begin concurrently with the starting time of that particular yard crew assignment. In computing the time engaged in switching only the time consumed by the identified assignment will be considered.

Section 4

If the Local Chairman determines the volume of yard switching work has increased to the extent that the discontinued assignment should be reestablished, he may request a study as stipulated by Section 3. If the study concludes there is more than three (3) hours of switching work within a ten (10) hour period for five (5) consecutive days, the assignment will be reestablished.

Section 5

Request for a "Section 3 study" shall not made more than once every ninety (90) days.

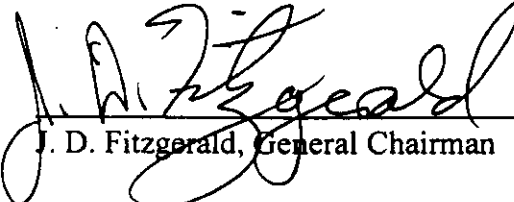
Except as specifically provided herein, nothing contained in this agreement shall be construed as modifying amending or superseding any of the provisions of schedule agreements between the United Transportation Union and the BNSF.

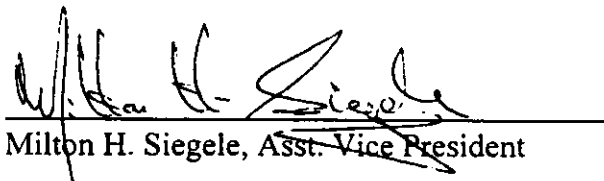
This Agreement will become effective as of the date signed.

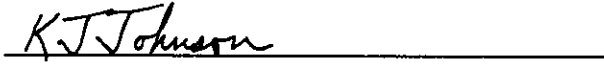
Signed at Fort Worth, Texas this 1<sup>ST</sup> day of DECEMBER, 1998.

For: United Transportation Union

For: Burlington Northern Santa Fe Railway  
Company

  
\_\_\_\_\_  
J. D. Fitzgerald, General Chairman

  
\_\_\_\_\_  
Milton H. Siegele, Asst. Vice President

  
\_\_\_\_\_  
Kathy J. Johnson, General Director



**MEMORANDUM OF UNDERSTANDING**

**Between**

**BNSF Railway**

**And**

**UNITED TRANSPORTATION UNION**

In an effort to bring uniformity on the Northern Lines of the former BNRR, it is agreed the May 1, 1999 agreement for Roadswitchers on the former Great Northern and the December 1, 1998 agreement for Roadswitchers on the former SP&S will be modified as follows.

- 1) The parties agree that relief road switcher assignments with varying start times may be bulletined and assigned.
  - (a) At terminals where there is an extra board (Conductor and/or Brakeman) four (4) day relief (may be various start times) or regular assignments may be bulletined and established, but in the event the assignment goes no bid, it will not be filled by force assignment, instead it will be filled from the extra board on a daily basis.
  - (b) At terminals where there is an extra board (Conductor and/or Brakeman) one day at a time road switchers may be run.
- 2) The national holiday agreement provisions shall apply to road switcher crews with payment at the basic daily rate established. Employees may choose to use any or all of their holidays as personal leave days, subject to their maximum in combination. All work performed on designated holidays will be paid at the overtime rate of the basic daily rate established.
- 3) These assignments will also be allowed a payment of thirty (30) minutes in lieu of eating. Crews will be expected to carry a lunch and the Carrier will not be obligated to provide a real meal; however, the thirty (30) minutes will be payable whether the crew is instructed to take a road meal or not.

Except as specifically provided herein, nothing contained in this agreement shall be construed as modifying, amending or superseding any of the provisions of schedule agreements between the United Transportation Union and the BNSF.

AGREED:

  
United Transportation Union

AGREED:

 6-22-10  
BNSF Railway Company