

MEMORANDUM OF AGREEMENT

Between

BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

and

**UNITED TRANSPORTATION UNION
(Former Northern Pacific)**

This Memorandum completely replaces Trainman's Rule 28, Conductor's Rule 35 and Fireman's Rule 42 of the former Northern Pacific Schedules.

1. Regular road switcher assignments may be established at any terminal, which will be appropriately equipped (lockers, parking, wash facilities, computer access), subject to the following conditions:
2. To establish road switcher assignments, BNSF will issue a bulletin for one (1) Conductor and one (1) or more Brakemen, which will contain the following information:
 - (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.
3. With regard to Item 2, #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, except as outlined in Item 4.
4. 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 the same each day operated. 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 and paid per Item 6.

5. The territorial boundaries for road switcher assignments shall be established under the following conditions:

(a) Road switchers may operate from the outer boundary of the switching limits of their initial terminal in any and all directions not to exceed a total of 50 miles per day.

Example: May run 30 miles east of the switching limit boundary and also 20 miles west of the switching limit boundary on a particular day. If operated outside these limits, a new day will commence.

(b) Road switcher assignments may also operate in any direction within the limits of their territorial boundaries each day, and, into and out of the initial and/or intermediate terminals within their assignments daily boundaries.

(c) Management and the affected UTU Local Chairmen may agree to extend the 50 mile limit to accommodate business needs, with the approval of the General Chairman.

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 these road-switcher assignments established under the provisions of this agreement shall be paid the following rate of pay: Conductor \$197.75, Brakeman \$189.86, subject to future GWI and/or COLA increases becoming effective on and subsequent to the date of this agreement. These assignments will also be allowed a payment of 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 30 minutes will be payable whether the crew is instructed to take a road meal or not.

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. Other road and yard crews performing service within the 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.

10. The national holiday agreement provisions shall apply to road switcher crews with payment at the basic daily rate established in Item 6. 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 in Item 6.

11. Conductors and Brakemen who are required to work less than the bulletined number of days of the assignment will be guaranteed a day's pay, at road switcher 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.
12. 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 continue in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

This Agreement will become effective as of the date signed.

Signed at Fort Worth, Texas this 15th day of Aug. 2006.

For: United Transportation Union

For: Burlington Northern Santa Fe Railway Company

R. D. Kerley /GTV
General Chairman UPU

M. H. Siegel
Asst. Vice President Labor Relations

R. L. Luther
General Director Labor Relations



Milton H. Siegele
Assistant Vice President
Labor Relations

BNSF Railway Company
2600 Lou Menk Drive
P. O. Box 961030
Fort Worth, Texas 76161-0030
Telephone: (817) 352-1068
Fax: (817) 352-7319
Email: Milton.Siegele@BNSF.com

July 14, 2006

File: Former Northern Pacific
Road Switcher Agreement

Side Letter No. 1

Mr. R. D. Kerley
General Chairman UTU
3856 W. Chestnut Expressway
Springfield, MO 65802

Mr. Kerley:

I am writing in connection with the Memorandum that completely replaces Trainman's Rule 28, Conductor's Rule 35 and Fireman's Rule 42 of the former Northern Pacific Schedules.

During our discussions of this Memorandum I have committed to continue any local agreements which provide a payment exceeding 30 minutes, in lieu of taking a meal period. This to apply at all locations where this Memorandum is implemented, including those locations that have local meal agreements which now apply to other than road switcher assignments.

Also, the November 2004 Footboard Yardmaster Agreement may apply to these new assignments, where appropriate.

If the foregoing correctly describes our understanding, please signify your concurrence in the space provided below.

Sincerely,

AGREED:

R. D. Kerley
General Chairman UTU