

MEMORANDUM OF AGREEMENT

Between The

BNSF RAILWAY COMPANY

And The

UNITED TRANSPORTATION UNION

In recognition of the capacity constraints and increased business projections on the Northwest Division, the parties agree that a directional pool overlay is necessary to meet the business demands. The following conditions will apply:

1. A pool of conductors will be established and maintained at Auburn sufficient to take care of traffic in the manner prescribed hereinafter on the following basis:
 - (a) Pool Turn regulation will be between 8 and 12 starts per 15-day period (9 starts per half is the target). The computation will be performed on the 15th and the last day of the month. Any adjustments to the pool will be accomplished on the day the mileage is computed with concurrence from both the Crew office and designated UTU Representative.
 - (b) The Local Chairman and local management, with the concurrence of each party, may increase/decrease the number of pool turns outside of this range and they may do so on dates other than the regular checking dates.
 - (c) Pasco and Vancouver will be the away from home terminals.
2. UTU-NP schedule rules will apply to this service.
3. Compensation
 - (a) Trainmen working in this ID district service shall be paid at the rate applicable for the mileage encompassed in a basic day, as outlined in Article I of 1996 BN/UTU Agreement dated May 8, 1996. All miles run in excess of the miles encompassed in a basic day shall be paid for at a rate provided in Article IX, Section 2 of the 1985 National Agreement, as amended by Article 1, Section 8 of BN/UTU Agreement dated May 8, 1996.

- (b) Conductors will be paid the trip rate established for the service performed.
 - (1) The Auburn – Pasco trip rate is \$428.32.
 - (2) The Pasco – Vancouver trip rate is \$363.23.
 - (3) The Vancouver – Auburn trip rate is \$365.24.
 - (c) Ellensburg and Wishram are not terminal release points for trainmen called in this service between Auburn and Pasco, and Pasco and Vancouver.
 - (d) Trainmen in this triangle pool will operate directionally. That is, the trainman will work from Auburn to Pasco, Pasco to Vancouver and Vancouver to Auburn.
 - (e) Trainmen in this service may receive/deliver their train from/to Interbay (or a location short of Interbay) and the trip rates include these additional miles.
 - (f) The parties recognize that inbound crews will not be used beyond Pasco or Vancouver general switching limits, and doing so would be a penalty.
4. After a trainmen receives legal rest at an away from home terminal, the trainmen will go first out for ID service to the next terminal in the rotation ahead of other crews. For example, after a trainmen ties up at Vancouver, the trainmen will be placed first out for service (or deadhead) to Auburn/Interbay. Trainmen operating under this Triangle Agreement will operate first-in/first-out amongst themselves.
5. Trainmen will be called on-duty, out of the second away-from-home-terminal (Vancouver), no later than 60 hours from their initial call time out of the home terminal (Auburn). If not, they will be immediately deadheaded to their home terminal and paid no less than if they had completed the entire triangle.
6. The held away from home terminal (HAFHT) rule is modified to provide that, once started, pay will continue until the employee is on duty for service.
- (a) Currently, the HAFHT rule provides that an employee goes on pay for eight hours after being held at the away from home terminal for 16 hours, and this cycle is repeated as long as the employee is at the away from home terminal. The rule is now modified to provide that once the employee goes on HAFHT pay (after the 16 hour grace period), the employee will remain on pay until placed on duty.

- (b) The parties recognize that the 16 hour grace period applies at each away from home terminal in this Triangle Pool. For example, an employee tied up at Pasco will have a 16 hour grace period and will then go on HAFHT pay until placed on duty. When the employee later ties up at Vancouver, the 16 hour grace period will restart. If/when the employee later goes on HAFHT pay, it will continue until placed on duty for service/deadhead.
 - (c) If an employee is called and released, that call and release will not interrupt the continuous held away from home terminal pay under this section.
- 7. In cases of "emergency," meaning washouts, derailments or any other unavoidable or unplanned service interruption, trainmen may be deadheaded from any intermediate layover point to the trainman's home terminal.
 - (a) A trainmen deadheaded under the terms of this Section shall be compensated for service actually performed and a comparable trip rate for the deadhead back to the trainman's home terminal.
 - (b) The Parties understand in the event of an emergency, as described above, the pool may be operated bi-directionally through Ellensburg. However, an employee will not be tied up for rest more than once at each away from home terminal without an intervening tie-up at the home terminal.
- 8. Trainmen in this service who lay-off, or who are unavailable to perform service for any other reason, will take their turn with them for the duration of the unavailability period. Upon marking up, the trainman shall go last-out on the pool rotation board at Auburn.
- 9. Trainmen arriving at the home terminal may book 24 or 48 hours rest.
 - (a) Trainmen will not book rest at either of the away from home terminals.
 - (b) Booking additional rest must be accomplished during tie-up on the inbound trip.
 - (c) Trainmen that have booked rest will continue to rotate in the pool until the rest period is expired.
 - (d) If the complete rotation takes 72 hours or more, the conductor will also have the option of booking 72 hours rest. This measurement period will start with the on-duty time at Auburn and end once the employee cycles around the triangle and shows off-duty at Auburn.

10. In the event this pool is exhausted, the Tacoma conductors extra board will be the next source of supply followed by the order of call in the NP schedule and the previously agreed upon decision tables.

(a) An extra crew may be called at the home terminal to make a round trip pursuant to the terms of this agreement.

(1) This Section shall not be interpreted to require BNSF to call an extra crew for the entire round trip; rather, it is a permissive option.

11. An employee not able to perform a full round trip, under RSIA, may be bypassed without penalty to use a trainman that is able to make the full round trip.

(a) In the event an employee is not called to perform the service due to the determination that the individual lacked sufficient time to complete the service (limbo, hours worked, consecutive starts, etc), and it is ultimately determined that the employee had sufficient time remaining in order to complete the service, then the employee not called shall be "made whole" to earnings lost.

12. BNSF shall provide lodging that meets or exceeds the standards provided pursuant to existing lodging agreements at each away-from-home terminal.

(a) BNSF shall provide or make arrangements for suitable transportation at the away-from-home terminals between the BNSF facilities and the lodging facility. BNSF shall also make arrangements for or provide suitable transportation between either the BNSF facilities or the lodging facility and the eating facility; provided that the one-way distance exceeds $\frac{3}{4}$ mile.

(b) On runs established hereunder crews will be allowed an away from home terminal expense reimbursement of \$30.00 for each layover at one of the away from home terminals.

(1) This payment is in lieu of the away from home terminal meal allowance(s).

13. Trainmen shall be paid an allowance in lieu of meal of \$1.50 for the trip (included in the trip rate).

14. When a trainman is required to report for duty or is finally 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 trainman.

15. Trainmen assigned to the Auburn triangle pool will have a six-month hold down and will not be subject to displacement, unless the displacing trainman is unable to hold any position as a trainman on his/her seniority district. Trainmen awarded a six-month hold down are also restricted from exercising seniority outside of the Auburn triangle pool as a trainman, unless the trainman is unable to hold a position in the pool or upon the condition of a hardship case, (i.e., a serious illness of a family member). Such cases will be handled locally by the Superintendent of Operations and the respective Local Chairman. If the issue cannot be resolved at this level, then it will be referred to Labor Relations and the respective General Chairman for disposition.

- (a) The six-month hold down will begin the date the trainman is qualified on all runs protected by the Auburn triangle pool. A trainman unable to hold a position in the Auburn triangle pool will not be released from the assignment until the replacement is qualified on the triangle or advised by BNSF that the employee is released. BNSF will determine the minimum amount of qualification trips required under this Section. Employees who are required to make such qualification trips will be compensated a basic day for each day in qualifying service.

16. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service.

- (a) The parties agreed to use a May 1, 2011 snapshot of the following terminals to identify employees who may qualify for protection, subject to a showing that the employee was adversely affected.

- (1) Interbay
 - (2) Pasco
 - (3) Vancouver
 - (4) Tacoma

- (b) Relocation packages will be offered to Pasco and Vancouver trainmen. These relocation packages will be consistent with Article XIII and shall be applicable only in the case of a bona fide relocation.

- (1) For each five pool turns at Auburn, one trainman at Pasco will be eligible for a relocation allowance (the third turn in a series of five).

- (2) For each five pool turns at Auburn, two trainmen at Vancouver will be eligible for a relocation allowance (the second and fifth turns in a series of five).
- (3) Note that payment of a relocation allowance is only due for the move from Pasco or Vancouver to Auburn. Additionally, only one relocation allowance is due per allocated turn.

For example: There are ten turns in the pool and Vancouver is paid their four relocation allowances. Later, the pool is reduced to nine turns which means Vancouver only has three allocated turns. When the pool is later increased to 10 turns, and Vancouver gets back its fourth allocated turn, no additional relocation allowance is due as four relocation allowances were already paid.

17. Discipline investigations

- (a) Disciplinary hearings or investigations involving crew members in this interdivisional 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. If the investigation is held at other than the home terminal, crew members will be paid for actual reasonable travel time and the time consumed by the hearing on a minute basis at the pro rata rate of pay which they received for the last service performed.
- (b) Should a crew member lose a full round trip as a result of attending an investigation which does not establish a violation, which results in his record suspension, suspension, or discharge, he will be compensated under this section only for the equivalent of the earnings of the appropriate crew member in whose place he would have worked.
- (c) If it is established by the evidence heard that an employee charged is found guilty and he is assessed record suspension, suspension, or dismissed, no compensation under paragraphs (a) and (b) of this Section will be allowed.
- (d) Should a crew member be tied up at the location where the investigation is held, the provisions of Article 11 (Expenses Away from Home) of the June 25, 1964 Agreement, as amended, will apply. Transportation to and from investigations held at other than home terminal will be provided by the Carrier.

(e) Travel to attend investigations will not be subject to under any rule applicable to deadheading.

18. Except as specifically modified herein, all other Agreements and understandings remain in effect.

Signed at Ft. Worth, TX on February 2, 2012 and effective February 2, 2012.

For the United Transportation Union:

Did not ratify
J.L. Schollmeyer
General Chairman UTU

For the BNSF Railway:

M.H. Siegele
M.H. Siegele
AVP - Labor Relations

S.F. Green
S.F. Green
General Chairman UTU

J.K. Ringstad
J.K. Ringstad
General Director - Labor Relations

B.D. Lind
B.D. Lind
Associate General Chairman UTU

M.A. Beasley
M.A. Beasley
Senior Director - Labor Relations

Side Letter #1 – Continuous held away from home terminal pay

In Section 6 of this agreement, the held away from home terminal rule is modified to provide that, once started, pay will continue until the employee is placed on duty. As long as this Triangle Pool is used, this modification to the held away from home terminal rule is extended to the Vancouver-Pasco pool and the Vancouver-Pasco assignments, and the Interbay-Vancouver pool.

Side Letter #2 – Away from home terminal meal allowance

During our discussion of the enhanced allowance for meals at the away from home terminal (Section 12. b. of the Agreement) the parties recognized that this enhanced allowance was not subject to future general wage increases. However, if the away from home terminal meal allowance in other through freight service is increased to the point it exceeds the allowance identified in Section 12.b. of this Agreement, the employee will be paid the higher of the two rates.



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February 1, 2012

File: Northwest Triangle

Mr. S.F. Green
UTU General Chairman
1603 N. Hwy CC
Nixa, MO 65714

Dear Mr. Green:

This will confirm our discussion of the Northwest Triangle proposal that recently ratified on the former NP property but failed ratification on the former SP&S property. As there were aspects of the proposal that were completely under the jurisdiction of the SP&S committee, and that committee did not ratify the proposal, that means it would be beyond the jurisdiction of the former NP committee to address those aspects of the agreement.

Specifically, the proposal modified the away-from-home-terminal pay for the Seattle/Tacoma-Vancouver pool and the Vancouver-Pasco pool. As the NP committee has jurisdiction over the Seattle/Tacoma-Vancouver pool, that pool will receive continuous HAFHT while tied up at Vancouver. However, the NP committee does not have jurisdiction over the Vancouver-Pasco pool and does not have the authority to modify the HAFHT rule in that pool; therefore, the HAFHT rule as it exists in that pool is not modified by the Northwest Triangle Agreement.

Additionally, the proposal enhanced the moving benefits for employees at Pasco and Vancouver. As the NP committee has jurisdiction over employees at Pasco, those employees will receive the enhanced moving benefit. However, the NP committee does not have jurisdiction over the employees at Vancouver and does not have the authority to modify the moving benefits afforded those employees; therefore, the moving benefits afforded employees at Vancouver are not modified by the Northwest Triangle Agreement.

Lastly, once employees are assigned to the Northwest Triangle Pool, those employees are working under former NP Agreements. Therefore, all employees assigned and working in the Triangle Pool will be paid the same, regardless of prior rights or where the employee was assigned immediately prior to being assigned to the Northwest Triangle Pool.

If this accurately reflects our understanding, please signify below.

Sincerely,

Agreed:

S.F. Green, UTU General Chairman