

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

Due to the operational changes attendant to the connection built near Dobbin, Texas, all agreements, understandings and interpretations applicable to the current service between Temple and Houston, Texas are eliminated upon the effective date of this agreement. Concurrently the parties agree that, interdivisional service may be established between Temple and Houston, Texas under the following conditions:

1. Interdivisional pool freight trainmen will operate between Temple and Houston, through the terminals of Somerville and/or Bellville, Texas. Temple shall be the home terminal for crews working out of Temple to Houston and return, and Houston shall be the home terminal for crews working out of Houston to Temple and return.
  - 1.1 The district miles between Temple and Houston shall be 213.
  - 1.2 Trainmen in interdivisional service shall not be used to perform non-interdivisional service.
2. BNSF will determine the ratio of calling home terminal and away-from-home terminal pool freight trainmen at Temple and Houston, dependent upon the needs of the service and trainman availability. The ratio of calling trainmen with the same home terminal in comparison to trainmen from the other home terminal, at either Temple or Houston, shall not exceed 5:1, except as provided below.
  - 2.1 In the event of a bona fide emergency, the calling ratio shall not apply
  - 2.2 In the absence of an available away-from-home terminal trainman, more than 5 home terminal trainmen may be called.
  - 2.3 If either party to this Agreement is of the opinion that application of the 5:1 ratio creates undue hardship and imbalance, the matter will be discussed between the Local Chairmen and the Crew Superintendent. Failing resolution, the matter may be appealed by the General Chairman to the Assistant Vice President of Labor Relations
3. Except in cases of emergency, trainmen in this service shall only lay-off and report for service at the home terminal only.

4. When a pool freight trainman arrives at the home terminal the trainman shall be placed to the bottom of the home terminal board. When a pool freight trainman arrives at the away-from-home terminal, the trainman shall be placed to the bottom of the away-from-home terminal board. These shall be the "inactive" boards.
5. BNSF shall, at 4 a.m., 8 a.m., noon, 4 p.m., 8 p.m., and midnight, "activate" trainmen from the "inactive" boards to a so-called "active" board. When trainmen are activated, their order of call shall be determined and shall govern the order of trainmen called for service. BNSF shall endeavor, to the extent possible, to activate only those number of trainmen that BNSF believes are to be used during the following eight-hour period. So-called "cut-in" trainmen may be eliminated from the active list at activation time.
  - 5.1 Activations must be made and published within plus or minus thirty (30) minutes of the above cited activation times.
6. When a "cut-in" trainman stands to be called from the active board, rested home terminal trainmen in this service shall be offered the opportunity to work the turn. If a turn on the active board accepts the work, the "cut-in" turn shall replace the slot held by the turn accepting the work. If a turn on the inactive board accepts the work, the "cut-in" turn shall be eliminated.
  - 6.1 An "inactive" turn declining the opportunity to work shall retain its position on the board.
7. BNSF may re-sort activated away-from-home terminal trainmen around home terminal trainmen on the active list, at 7:00 a.m. and/or 7:00 p.m. The intent of this Section is to reduce held away from home terminal time and reduce deadheading. It is not intended that this initiative be used to arbitrarily sort the active boards for other purposes. So-called "cut-in" trainmen may be eliminated from the active list during re-sort. It is understood that a trainman may only be re-sorted once before being placed on duty after being placed on the active board.
8. Once a Trainman is activated at the home terminal, that Trainman shall not be subject to receiving a call for service until the expiration of four (4) hours. For example, at locations where the calling time is 1 and ½ hours, a Trainman at the home terminal could not have an on-duty time prior to 5 and ½ hours after being activated. At locations where the calling time is 3 hours, a Trainman at the home terminal could not have an on-duty time prior to 7 hours after being activated. This provision shall not apply to Trainmen at the away-from-home terminal.
  - 8.1 Trainmen who have not received a call for service within sixteen (16) hours of being activated will be handled as follows:

- 8.1.1 Trainmen at the home terminal shall receive line mile compensation for a round trip and be placed to the bottom of the home terminal "inactive" board.
  - 8.1.2 Trainmen at the away from home terminal shall be deadheaded home and paid line miles at the working rate.
  - 8.1.3 The payments contemplated by this Section 8 shall not be due under circumstances where BNSF can document that the excessive activation was due to circumstances beyond the control, e.g., line obstruction, derailment, flood, fire or act of God.
- 8.2 Trainmen at the away from home terminal who receive a call to deadhead to the home terminal after having been tied up in excess of twelve (12) hours at the away from home terminal shall receive payment of line miles for such deadhead.
9. The active board shall be updated at each activation time by deleting trainmen that have been called during the prior four hours and adding trainmen being activated.
- 10 Silsbee and Teague trainmen shall recover their respective "equity" from the Houston end of this pool. The designated UTU representatives shall advise the appropriate BNSF Officer of the number of turns to be allocated to Silsbee and Teague.
11. As of 12:01 a.m. each Tuesday, UTU Local Chairmen will be provided a status report of trips made by Temple and Houston trainmen during the preceding seven-day period (from the preceding Sunday at 12:01 a.m.).
  - 11.1 BNSF will be obligated to obtain a trip equity reflecting 50 % of the trips made by Temple trainmen and 50% of the trips made by Houston trainmen, plus or minus 4 trips, at any point between 12:01 a.m. on the 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> day.
  - 11.2 If at any point during the 72-hour period from 12:01 a.m. on the 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> day the trip equity balance is within four trips, no adjustment shall be made to balance the pool. A new balance cycle shall not begin until 12:01 a.m. on the 15<sup>th</sup> day, or 12:01 a.m. on the third Sunday.
    - 11.2.1 When the trip equity balance is within four trips at any point between 12:01 a.m. on the 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> day of the cycle, the number of trips within the allowable parameter of four shall be carried over to the next balance cycle.

- 11.3 If a balance within four trips cannot be reached at any point during the 72-hour period from 12:01 a.m. on the 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> day of the cycle, BNSF shall be obligated to balance the trip equity (within four trips) to the home terminal pool with the lesser number of trips realized from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the 14<sup>th</sup> day. This to be accomplished by deadheading or working a sufficient number of trainmen working the home terminal pool with the lesser number of trips (who are at either the home terminal or the away-from-home terminal) by 11:59 p.m. of the 14<sup>th</sup> day.
12. 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:

**TRAINS RUNNING FROM HOUSTON TO TEMPLE VIA BELLVILLE**

Between Houston and Bellville (including Bellville), the ID pool trainman (in this service) standing first out at Houston will provide hours of service relief.

Between Bellville and Temple a trainman from the Temple extra board will provide hours of service relief.

**TRAINS RUNNING FROM HOUSTON TO TEMPLE VIA DOBBIN**

Between Houston and Somerville (including Somerville), the ID pool trainman (in this service) standing first out at Houston will provide hours of service relief.

Between Somerville and Temple a trainman from the Temple extra board will provide hours of service relief.

**TRAINS RUNNING FROM TEMPLE TO HOUSTON VIA BELLVILLE**

Between Temple and Bellville (including Bellville), the ID pool trainman (in this service) standing first out at Temple will provide hours of service relief.

Between Bellville and Houston a trainman from the Houston "Trackage Rights" extra board will provide hours of service relief.

**TRAINS RUNNING FROM TEMPLE TO HOUSTON VIA DOBBIN**

Between Temple and Somerville (including Somerville), the ID pool trainman (in this service) standing first out at Temple will provide hours of service relief.

Between Somerville and Houston a trainman from the Houston "Trackage Rights" extra board will provide hours of service relief.

13. Trainmen in this service shall receive a Code 09 meal if on duty eight (8) hours or less, or a Code 72 meal if on duty in excess of eight (8) hours, for each service trip, or combined service trip.
14. All miles run in excess of the miles encompassed in the basic day shall be paid for at the current conductor-only overmile rate. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
15. When a trainman 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 trainman. Suitable transportation includes BNSF owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.
16. Trainmen shall be allowed a meal allowance, at the rate provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
17. Disciplinary hearings or investigations involving trainmen 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.
18. Trainmen in this service may advance their vacations so as to coincide with layover days at the home terminal as well as mark-up during the last 24-hour calendar day of the vacation in order to avoid missing a trip in unassigned pool freight service.
19. Trainmen holding a turn in this unassigned pool freight service may mark-up during the final 24-hour period of vacation in order to avoid missing a round trip.
20. When a crew is required to exchange trains with another crew en-route, the crew (both pre and post-1985) will be paid one (1) hour each time required to exchange trains. Trainmen may not be moved to a train travelling in the opposite direction.
21. When a trainman in this service is tied up under the Hours of Service Law or required to give up a train, the trainman shall be promptly deadheaded to the destination terminal.
  - 21.1 When an interdivisional pool freight trainman is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip there shall be one (1) hour of "free" time from the time the trainman ran out of time under the Hours of Service Law. After the one (1) hour of "free" time, the trainman

will be paid, on a minute basis for all time spent waiting for transportation to the distant terminal. The payment shall cease upon arrival of said transportation.

22. It is not intended that trainmen in this service will be required to perform local freight work such as station, plant and industrial switching.
- 22.1 If, however, such service is required, the trainmen shall receive actual time consumed with a minimum of thirty minutes (30") at the pro rata rate, for each point, in addition to all other earnings for the day or trip.
- 22.1.1 Spotting of cars at a particular location on a designated track, switching out cars from behind other cars, or making other than a straight set-out and/or pick-up, shall be considered station or industrial switching.
- 22.2 When a crew in this service is required to stop at more than three (3) points en route for the purpose of making any change in the train content (other than setting out bad orders) the crew shall be allowed actual time aggregated with a minimum of thirty minutes (30") at the pro rata rate, in addition to all other compensation for the day or trip. "Change in train content" means when cars are added to or taken from the train.
- 22.3 The provisions of the conversion rules are set aside when payment is made pursuant to this Section 22.
- 22.4 Payments made pursuant to this Section 22 are duplicate time payments as contemplated by the 1985 National Agreement.
23. Call and Release
- 23.1 When a trainman assigned to this interdivisional service is called and released, after time of going on duty, but before road trip commences, the trainman will be paid a basic day and stand first-out for service after securing not less than eight (8) hours rest under the Hours of Service Law, subject to call after six (6) hours and thirty (30) minutes.
- 23.2 When a trainman is called and released before going on duty proper payment is ½ of a basic day at the pro rata rate for the service called and maintain standing on the board.

24. Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8<sup>th</sup> the daily rate paid them for the last service performed. Should an employee be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service. Payment accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.
25. The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service.
26. Except as specifically modified herein, all other Agreements and understandings concerning work performed between Houston and Temple remain in effect.

Signed at Ft. Worth, TX on June 9, 2003 and effective  
June 16, 2003

FOR THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.:

Milton Szegedy  
Assistant Vice President Labor Relations

[Signature]  
General Director Labor Relations

FOR THE UNITED  
TRANSPORTATION UNION:

G. D. Welch  
General Chairman

L. W. Zivit  
General Chairman

APPROVED:

A. B. Gutting, Jr.  
Vice President

**AGREED TO QUESTIONS AND ANSWERS:**

- Q.** If the balance between pools were to be "4" at 11:00 p.m. on the eleventh day of the balancing cycle and did not reach "4" at any point between 12:01 a.m. on the 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> day, while ending up 8 one-way trips out of balance at 11:59 p.m. on the 14<sup>th</sup> day, what is the obligation of the Carrier?
- A.** The Carrier would be obligated to balance the trips in favor of the pool with the lesser number of trips in the amount of 4 one-way trips (8 one-way trips out of balance - 4 one-way trip limit = 4 one-way trips). The new balance cycle will start with 4 one-way trips in favor of the pool with the greater number of trips.
- Q.** When the Carrier is obligated to make the trip balance as contemplated by the above Question and Answer, how shall it be accomplished?
- A.** The Carrier will call from the pool with the lesser number of one-way trips the required number of trainmen from the home terminal and/or away-from-home terminal to deadhead by 11:59 p.m. of the 14<sup>th</sup> day.
- Q.** What is the penalty if the Carrier fails to deadhead the number of trainmen required as described above?
- A.** The required number of trainmen that should have been called to deadhead by 11:59 p.m. of the 14<sup>th</sup> day will, when going on duty after 11:59 p.m. of the 14<sup>th</sup> day, be allowed a one-way working trip in addition to all other earnings on the trip.
- Q.** If the balance of trips between the pools were to be 10 out of balance on the 7<sup>th</sup> day of the balancing cycle, yet a 4 balance was reached at 9:00 p.m. on the 12<sup>th</sup> day, while ending up 8 trips out of balance at 11:59 p.m. on the 14<sup>th</sup> day, what is the obligation of the Carrier?
- A.** The Carrier would not be obligated to make any adjustments since a "4" balance was reached between 12:01 a.m. on the 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> day.
- Q.** If at 11:59 p.m. on the 14<sup>th</sup> day the balance was off by 7 one-way trips between the pools, yet 3 trainmen were en route, what is the obligation of the Carrier?
- A.** Carrier would not be obligated to make any adjustments, since the 3 trainmen en route as of 11:59 p.m. on the 14<sup>th</sup> day will be counted as having completed their trips for purposes of trip balance, i.e., within 4 one-way trips.

**Q. Will trainmen who are on duty but have not departed as of 11:59 p.m. on the 14<sup>th</sup> day be counted in the trip balance?**

**A. Yes.**

**Q. How will trainmen overtaken by the Hours of Service Law be treated with respect to trip balance?**

**A. Trainmen in this service overtaken by the Hours of Service Law will be credited with the entire one-way trip for balancing purposes. Likewise, a trainman in this service properly utilized to perform Hours of Service relief will be credited with an entire one-way trip for balancing purposes.**

**Q. What if there is an involuntary service interruption affecting this pool between 12:01 a.m. on the 8<sup>th</sup> day and 11:59 p.m. of the 14<sup>th</sup> day of the balancing cycle?**

**A. The Carrier will attempt to balance the trips at some point between 12:01 a.m. on the 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> day. However, if conditions were such that a trip balance of "4" cannot be obtained between 12:01 a.m. on the 12<sup>th</sup> day and 11:59 p.m. on the 14<sup>th</sup> day as a result of the service interruption, the Carrier will not be responsible for balancing trips between the pools for that particular cycle; however, the imbalance will be carried over to the next balancing cycle.**

**Q. If a trip balance of "4" is obtained on the 12<sup>th</sup> or 13<sup>th</sup> day of the cycle, when does a new cycle begin?**

**A. Regardless of when a "4" balance is reached between 12:01 a.m. on the 12<sup>th</sup> day or 11:59 p.m. on the 14<sup>th</sup> day, a new balance cycle begins at 12:01 a.m. on the 15<sup>th</sup> day, or every third Sunday at 12:01 a.m.**

**Q. Will any trips incurred as a result of work/wreck trains be utilized for trip balancing purposes?**

**A. No, only trips incurred in ID freight service will be included in trip balance.**