

## MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY

And

UNITED TRANSPORTATION UNION

In recognition of the mutual benefits of expediting the movement of traffic in and around Aberdeen, SD, the parties agree that this Agreement will modify the operation of unassigned service between Aberdeen and Mitchell, S.D. The following conditions will apply:

### **Freight Service between Aberdeen and Mitchell**

1. A pool of conductors will be established and maintained to handle traffic between Aberdeen and Mitchell. This ID district pool will protect unassigned freight service, in both directions, within this territory.
2. Conductors (as used in this agreement, the term "conductor" is meant to include all trainmen) working in this service will have a fixed point for going on and off duty. The point for going on duty will be the same point for going off duty. This fixed point may be changed by the Carrier by giving ten days written notice to the UTU Local Chairman.
  - a. For the purpose of this agreement, Aberdeen is the home terminal and Mitchell is the away from home terminal.
  - b. When a Conductor is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.
3. Conductors 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. Conductors deadheading in this service will be compensated as provided in Article VI of the 1985 National Agreement.

The mileage for this ID district service is as follows:

Aberdeen to Mitchell is 128.6 miles

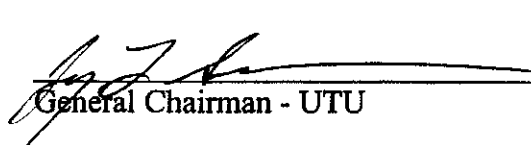
- a. Conductors may occasionally be used to protect service through Mitchell and as far east as Garretson. When used to protect this service east of Mitchell, the Conductor will be paid for the actual miles run (east of Mitchell) in addition to the mileage between Aberdeen and Mitchell.
  - b. A trip rate will be established for the unassigned freight service between Aberdeen and Mitchell.
4. The total number of conductors in this pool will be regulated in accordance with existing pool regulation agreements, or as agreed upon locally, by the designated BNSF Officer and the affected UTU Local Chairman.
    - a. If the pool is exhausted, this service will be protected first by the Aberdeen Conductor's Extra Board, followed by the order of call prescribed in the GN Schedule Agreement.
  5. Conductors at the away-from-home terminal will be provided lodging as defined in BN Labor Agreement 7/16/80. When lodging is more than 3/4 of a mile from the off duty point, the Carrier will provide transportation in both directions.
  6. Conductors tied up for rest at Mitchell may be used to protect service between Mitchell and Garretson (and on to Aberdeen). However, Conductors will only be tied up for rest at Mitchell one time between starts out of Aberdeen, except for unforeseen events such as inclement weather or service interruption.
  7. Conductors in this service will be permitted to lay off and report only at their home terminal, except they may lay off (but cannot report) at the away-from-home terminal in cases of sickness or other personal emergency.
  8. Employees assigned to service established under this agreement will be provided with a locker at the on and off duty point (transportation to and from facility will be provided, if not in the vicinity). Minimum size of the locker will be 21"x18"x72". Lockers will be assigned and not be shared or temporary at the home terminal (Aberdeen). If a locker is not available when requested, the Carrier will furnish a locker within a reasonable amount of time, but not to exceed a period of two (2) weeks.
  9. Conductors working under this agreement will not be permitted to stop to eat but instead will be allowed \$1.50. However, if a trainman requests to be permitted to leave his train in order to eat en route and if he is granted permission to do so, he will not be entitled to the \$1.50 allowance.
  10. Every conductor adversely affected as a result of the application of this agreement shall receive the protection afforded under Article IX, Section 7 of the 1985 National Agreement.
  11. Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of agreements or schedule rules, or the Merger Protection Agreements as implemented between the Carrier and the United Transportation Union.

12. The provisions contained in this agreement are agreed to on a strictly non-referable basis, without prejudice to the positions of the parties, and will only be applicable to this outlined service. It is understood that this agreement will not establish a precedent applicable to future agreements of this nature.

This agreement shall be effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas this 2 day of March, 2010.

For:

  
General Chairman - UTU

  
AVP - BNSF Labor Relations

### **Side Letter #1: Bid behind**

The parties recognized there are opportunities to fill vacancies at Aberdeen without requiring employees to travel extended distances from home. And, at the same time, preserve existing work opportunities for employees on the Lake Superior Seniority District and the Montana-Dakota Seniority District. Therefore, the order of fill for conductor vacancies is modified to the extent described below:

1. In filling permanent vacancies for conductor on that portion of the Aberdeen Zone (East) which embraces yard service at Aberdeen, and all road service headquartered out of Aberdeen, for which Aberdeen will be the source of supply on territory between Aberdeen and Ortonville – Willmar; between Aberdeen and Mitchell – Canton; and from Wolsey to Huron, conductors will be given preference to such assignments in the following order.

First: Lake Superior Seniority District.

Second: Montana – Dakota Seniority District.

2. In filling permanent vacancies for conductors on that portion of the Aberdeen Zone (West) which embraces all road service headquartered out of Aberdeen, for which Aberdeen will be the source of supply on territory between Aberdeen and Hettinger, conductors will be given preference to such assignments in the following order.

First: Montana – Dakota Seniority District.

Second: Lake Superior Seniority District.

3. In the event there is no bid for a permanent vacancy on the Aberdeen Zone (East), the vacancy will be filled as follows:

First: By the junior unassigned trainman (Lake Superior Seniority District) working at the location of the vacancy.

Second: By the senior trainman (Lake Superior Seniority District) furloughed at the location of the vacancy.

Third: By the junior trainman (Montana – Dakota Seniority District) furloughed at the location of the vacancy.

Fourth: By the junior unassigned trainman (Montana – Dakota Seniority District) working at the location of the vacancy.

4. In the event there is no bid for a permanent vacancy on the Aberdeen Zone (West), the vacancy will be filled as follows:

First: By the junior unassigned trainman (Montana – Dakota Seniority District) working at the location of the vacancy.

Second: By the senior trainman (Montana – Dakota Seniority District) furloughed at the location of the vacancy.

Third: By the junior trainman (Lake Superior Seniority District) furloughed at the location of the vacancy.

Fourth: By the junior unassigned trainman (Lake Superior Seniority District) working at the location of the vacancy.

5. In the event that there is a need to call a conductor for emergency work when the extra board at Aberdeen (East) is exhausted, the vacancy will be filled as follows:

First: By using the Aberdeen (West) extra board.

6. In the event that there is a need to call a conductor for emergency work when the extra board at Aberdeen (West) is exhausted, the vacancy will be filled as follows:

First: By using the Aberdeen (East) extra board.

Agreed:

  
General Chairman – UTU

  
AVP-Labor Relations

**Side Letter #2: Protect service between Aberdeen and Mitchell with the Aberdeen (East) Extra Board**

This ID Agreement provides for a separate pool to protect this service (Aberdeen-Mitchell). However, during our discussions, the parties agreed that the service would be protected by the existing Aberdeen (East) Extra Board.

By doing so, the extra board will be regulated in accordance with existing extra board regulation provisions. And, a trip rate will not be used/established while the service is being protected by the extra board.

This modification will remain in effect until one party serves a 15-day written cancellation on the other party. If the cancellation is served, the operation will revert to the core agreement which means protecting the service with a separate pool.

Agreed:

  
General Chairman - UTU

  
AVP-Labor Relations