

Ops. No. \_\_\_\_\_  
Aberdeen, SD ID Rd. Switcher

## MEMORANDUM OF AGREEMENT

Between

BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

and

UNITED TRANSPORTATION UNION

Pursuant to the Carrier's notice dated July 19, 2006 in accordance with Article IX of UTU October 31, 1985 National Agreement and Memorandum of Agreement dated May 1, 1999, the parties agree that assigned interdivisional road switcher service may be headquartered at Aberdeen, South Dakota to operate eastward between Aberdeen and Webster (MP 657) on the Appleton Subdivision, westward between Aberdeen and Gretna (MP 757) on the Mobridge Subdivision, and southward between Aberdeen and MP 728.6 on the Aberdeen Subdivision. The following conditions will apply:

### Section 1

- (a) Assignment(s) may be established and headquartered at Aberdeen, South Dakota to perform service between Aberdeen and Webster (MP 657) on the Appleton Subdivision, Aberdeen and Gretna (MP 757) on the Mobridge Subdivision, and Aberdeen and MP 728.6 on the Aberdeen Subdivision.
- (b) Assignment(s) will be bulletined and posted for bidding by trainmen in the Lake Superior and Mon-Dak Seniority Districts, with prior right Lake Superior District trainmen having preference. The equity ratio will be as follows: Lake Superior 95% and Mon-Dak 5%. Mon-Dak trainmen will be entitled to six (6) week access to the assignment(s) every other year. The six (6) week period will be mutually determined by the parties and operated consecutively. Trainmen assigned in this service will be paid and governed by the provisions of Memorandum of Agreement dated May 1, 1999.

- (c) The bulletin will specify train number, days of the week to be operated, and time on duty. The daily territory (not to exceed 50 miles) will be provided to the crew at the beginning of each day. This road switcher assignment(s) may operate back and forth numerous times across the 50 mile territory, but must stay within the 50 mile limits for that day.

## **Section 2**

- (a) These assignments will not have any mileage limitations within the limits above, and will be paid on an hourly basis. Conductors will be allowed a trip rate of \$218.53 and Brakemen will be allowed a trip rate of \$209.89, both rates include Code NE (meal allowance of 30 minutes at overtime rate of pay). Crews will be expected to carry a lunch and the Carrier will not be obligated to provide a road meal; however, the thirty (30) minute payment will be paid whether the crew stops to eat or not.
- (b) The respective equity period will be bulletined in conformity with Section 1(b) and will be protected by employees on the respective seniority districts (Lake Superior or Mon-Dak), either regular or extra.
- (c) Senior conductor and brakemen from the appropriate seniority district will be allowed to place on the assignment on the effective date as shown in the bulletin for that respective equity period.

## **Section 3**

- (a) All vacancies on this assignment(s) will be manned by the respective prior right district road extra board working the assignment. Any Hours of Service Relief that occurs on this assignment will be protected by the respective road extra board in accordance with the governing schedule rule. All of this subject to the Carrier's continued right under provisions of other agreements and awards that permit other trainmen to perform this work

## **Section 4**

- (a) Trainmen assigned to 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. The Carrier may change the fixed point by giving a written ten-day notice to the Local Chairmen.
- (b) When trainmen are required to report for duty or are relieved from duty at a point other than the on and off duty point fixed for this service, the Carrier shall authorize and provide suitable transportation for the employee(s). Suitable transportation includes Carrier-owned or provided passenger vehicles or taxi.

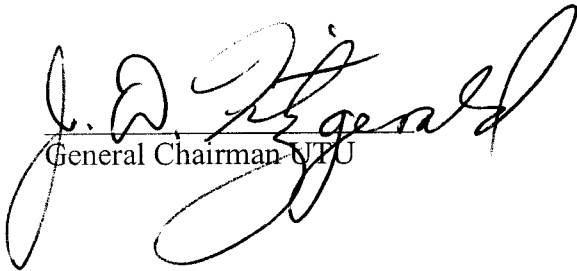
- (c) Trainmen will be furnished lockers and adequate washroom facilities at the home terminal in the immediate vicinity of the on and off duty point (transportation to and from the facility will be provided, if not in the vicinity). Minimum size of locker will be 21"x18"x72". If a locker is not available when requested, the Carrier will furnish a locker within a reasonable amount of time.

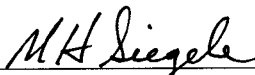
This agreement shall be effective on the date signed and shall remain in effect until modified or changed in accordance with provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas this 29<sup>th</sup> day NOVEMBER, 2007.

For:  
United Transportation Union

For:  
Burlington Northern Santa Fe Railway  
Company

  
General Chairman UTU

  
Assistant Vice President Labor Relations

  
General Director Labor Relations



R. L. Luther  
General Director  
Labor Relations

**BNSF Railway Company**  
2600 Lou Menk Drive  
P. O. Box 961030  
Fort Worth, Texas 76161-0030

August 29, 2007

File: Aberdeen Road Switcher

Side Letter No. 1

Mr. J. D. Fitzgerald  
General Chairman UTU  
The Academy, Suite 217  
400 East Evergreen Blvd.  
Vancouver, WA 98660

Dear Mr. Fitzgerald:

This refers to Memorandum of Agreement establishing Interdivisional Road Switcher assignment(s) at Aberdeen, SD dated May 7, 2007, wherein we discussed the territorial limits and the possibility of servicing additional industries west of MP 709, presently in existence or developed in the future.

The equity determined in this agreement was developed utilizing data from work performed from MP 709 eastward with occasional work west of MP 709. If this assignment(s) is utilized to perform additional service west of MP 709, over and above the service originally performed, it is understood that the equity between Lake Superior and Mon-Dak Seniority Districts will be revisited and recalculated, if appropriate, to reflect the changed operation.

If the above is acceptable, please affirm your concurrence by signing in the space provided below.

Sincerely,

R. L. Luther  
General Director  
Labor Relations

AGREED:

J. D. Fitzgerald  
General Chairman UTU



R. L. Luther  
General Director  
Labor Relations

BNSF Railway Company  
2600 Lou Menk Drive  
P. O. Box 961030  
Fort Worth, Texas 76161-0030

August 29, 2007

File: Aberdeen Road Switcher

Side Letter No. 2

Mr. J. D. Fitzgerald  
General Chairman UTU  
The Academy, Suite 217  
400 East Evergreen Blvd.  
Vancouver, WA 98660

Dear Mr. Fitzgerald:

This refers to our proposed agreement establishing road switcher assignments headquartered at Aberdeen, South Dakota. As part of discussions this date, it was understood that the Aberdeen Service covered by the Agreement would be considered assignment(s) qualifying under the Holiday Pay Agreement with the following application but would be allowed to take Personal Leave Days. However, no trainman covered by this Agreement shall receive in the aggregate more than eleven (11) personal leave days and paid holidays in any calendar year.

Personal Leave Day, Holiday Pay and Annulment

Conductor - \$199.75 (8 Hour Daily Rate minus meal money)  
Brakeman - \$191.86 " " " " " " " "

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

Sincerely,

AGREED:

  
J. D. Fitzgerald  
General Chairman UTU