

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 Sioux City, the parties agree that this agreement will modify the operation of unassigned service between Sioux City, IA and Mitchell, S.D., via either the Aberdeen Subdivision or through Garretson (over the Marshall Sub, Corson Sub and Canton Sub). The following conditions will apply:

Freight Service between Sioux City and Mitchell

1. A pool of trainmen (conductors and brakemen) will be established and maintained to handle traffic between Sioux City and Mitchell. This ID 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 pool 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, Sioux City is the home terminal and Mitchell is the away from home terminal.
 - b. Trainmen working between Sioux City and Mitchell may operate over the Aberdeen Subdivision or through Garretson (over the Marshall Sub, Corson Sub and Canton Sub).
 - c. When a trainman 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 trainman.
3. Conductors working in this ID 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.

- a. The mileage for this ID service is as follows:
 - i. Sioux City to Mitchell via the Aberdeen Subdivision is 137.3 miles
 - ii. Sioux City to Mitchell via Garretson is 216.8 miles
 1. Sioux City to Garretson is 95.9 miles
 2. Garretson to Sioux Falls is 19.8 miles
 3. Sioux Falls to Canton is 19.5 miles
 4. Canton to Mitchell is 81.6 miles
 - b. 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 operated between Sioux City and Mitchell.
 - c. A trip rate will be established for the unassigned freight service between Sioux City 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 Sioux City 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 Sioux City). However, Conductors will only be tied up for rest at Mitchell one time between starts out of Sioux City, except for unforeseen events such as inclement weather or service interruption.
 7. Conductors assigned in this pool 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 (Sioux City). 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 conductor requests to eat en route and if the request is granted, he will not be entitled to the \$1.50 allowance.

10. Every conductor adversely affected as a result of 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 1 day of March, 2010.

For:


General Chairman - UTU


AVP - BNSF Labor Relations


Side Letter #1: Protect service between Sioux City and Mitchell with the Sioux City Extra Board

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

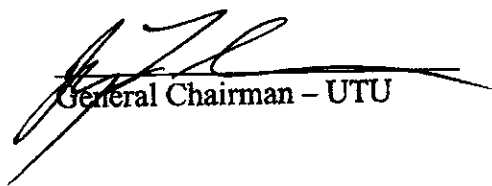
Side Letter #2: Protection afforded under Article IX, Section 7

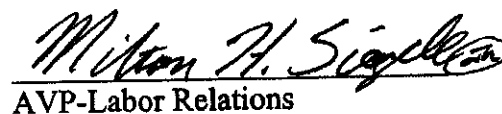
In the application of Section 10 of this agreement, the Carrier will use a 120 day test period, following implementation of the Aberdeen-Mitchell ID Agreement, to count the miles of Aberdeen crews who are used to handle work that previously belonged to Sioux City crews prior to the agreement. If this particular 120 day test period does not reflect normalized operations, parties will agree to a different test period, which does reflect normalized operations.

The total number of those miles will be divided by four, and then divided by 3500 miles. For rounding purposes, any fraction less than .5 will be rounded down and any fraction .5 or greater will be rounded up. The result will reflect the number of conductor positions reduced at Sioux City, if any, as a result of this agreement.

The Carrier will then auto certify the equivalent number of conductors with protective benefits in accordance with this section. The conductors selected for certification, if any, will be the most junior conductors who were in active service at Sioux City on implementation day.

Agreed:


General Chairman - UTU


AVP-Labor Relations