

**MEMORANDUM OF AGREEMENT**  
**Between The**  
**UNITED TRANSPORTATION UNION**  
**And The**  
**BNSF RAILWAY COMPANY**

Shuttle assignments may be established at Phoenix, Arizona pursuant to the following conditions. Each assignment will include one yard foreman and one engineer.

1. The basic daily rate shall be set at \$240.00 per day subject to future general wage increases and COLA's with overtime paid on a minute basis for all time in excess of (8) eight hours continuously until tied up. ETD pay code (34) and air pay code (13), and all payments for meal periods code (22) are not payable to this assignment.
2. The territorial limits of this assignment in the area between Mobest and M.P. 100 on the Phoenix subdivision including the Ennis subdivision.
3. The so-called "calling times" shall be set so that they coincide with the current calling times as set forth by the yard schedule, unless agreed upon by the UTU General Chairman and the BNSF General Manager.
  - 3.1. Extra shuttles will be placed on duty between 0300 and 0700 and 1500  
And 1900
  - 3.2. The calling order for extra shuttles will be as follows.
    - A. Canvass available regularly assigned yardmen
    - B. Phoenix extra board (9) nine (if calls are outside the normal calling window yardman on board nine (9) will not be disciplined for missing the call, but do not have the right to refuse if they answer the call)
    - C. Phoenix extra board (7) seven.
4. Shuttle assignments may:
  - 4.1 Herd power, including making air hose couplings between the engine and the train, and MU'ing the consist.
  - 4.2 Set out bad orders from made up trains.
  - 4.3 Move solid trains within the defined limits of this agreement and secure the train.

- 4.4 Assist road crews in making pickups and/or setouts in the Mobest yard. Including the set and release of handbrakes, making couplings, and relaying and/or giving instructions via hand or radio signals
  - 4.4.1 When assisting a road crew, the employee subject to this agreement shall become a member of that road crew.
- 4.5 Make air hose couplings between cars and assist in or perform initial terminal inspection and air test.
- 4.6 Perform Hours of Service Relief of freight trains within the defined limits.
5. The "work event" restrictions contained in the 1992 Coast Lines Crew Consist Agreement shall apply independently to each train handled.
6. Vacations in this service shall be paid at 1/52 of the calendar year proceeding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) basic day's pay at the rate of the last service rendered.
7. Shuttle assignments shall be assigned for no less than five (5) days.
8. So long as the individual has held a position on this assignment for a minimum of thirty (30) days, Personal leave days shall be paid at the basic daily rate of this shuttle assignment. Otherwise, personal leave days shall be paid a basic day at the yard foreman rate of pay.
9. The Holiday Rule will apply to this assignment.
10. Except as specifically modified herein all other rules, agreements understandings and practices remain in full force and effect.
11. The parties have entered into this agreement as part of their continued effort to work together to succeed in the competitive transportation marketplace. This agreement will be interpreted to accomplish that goal and shall have no application, precedential value or persuasive for in any setting, including failure of ratification.
12. This agreement is subject to automatic cancellation by the service of a (15) notice by either party upon the other, with the understanding and commitment that the

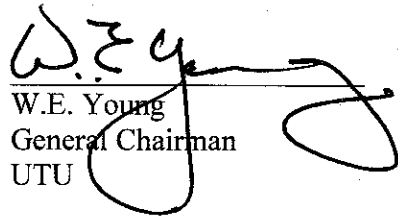
parties will meet to address, and if possible, resolve the issue(s) giving rise to the service of the cancellation notice.

Signed this day \_\_\_\_\_, 2007

FOR THE BNSF  
RAILWAY COMPANY:

\_\_\_\_\_  
G.L. Shire  
General Director Labor Relations  
BNSF

FOR THE  
UTU

  
\_\_\_\_\_  
W.E. Young  
General Chairman  
UTU

## Agreed to Questions and Answers

- Q. Will air pay code (13) be allowed to this assignment?  
A. No, it is part of the daily rate.
- Q. Will ETD pay code (34) be allowed to this assignment?  
A. No, it is part of the daily rate.
- Q. Will code (33) be allowed to this assignment?  
A. No, it is part of the daily rate.
- Q. If a person is called per section 3.2 (a) of this agreement will that person be allowed payment of a code UO time and one half?  
A. Yes.
- Q. Can this job set out blocks of cars other than Bad orders?  
A. Yes, only if it is consistent with moves of the train that the individual is working on. E.g. if a shuttle job is performing HOSL relief for a inbound intermodal train it may set the train out at the TOFC facility.
- Q. Will doubling over a track at Mobest count as a move toward the conductor only violation?  
A. Yes.
- Q. Will setting out a bad order count as a move?  
A. No.
- Q. Does the so called adjustable calling times outlined in the agreement apply to any other yard jobs?  
A. No.
- Q. If the individual working in this service performs work that qualifies for payment Of code (13) air pay or code (34) ETD pay while assisting a road crew will the road crew be paid those allowances?  
A. Yes
- Q. Can this shuttle job perform short turn around service?  
A. No, the intent of this service is to road ready outbound trains, and to provide HOSL relief for inbound trains, all short turnaround service will be handled in the usual manner.
- Q. This agreement does not include a payment for a meal period, does this mean that we are not entitle to a meal period?

- A. No, the Carrier and anyone working in this service will make a concerted effort to ensure that the crew procures a meal within the provisions of the applicable yardmen's agreement language.