

MEMORANDUM OF AGREEMENT
Between The
UNITED TRANSPORTATION UNION
(former ATSF Coastlines Committee)
And The
BNSF RAILWAY COMPANY

IT IS AGREED:

1. The switching limits at Phoenix, AZ are extended east on the Phoenix Subdivision to Milepost 181.2.
2. The TOFC, Zone 17 and Ennis Road Assignments will remain as road assignments and may perform whatever work is necessary between Mobest and MP 181.2 without road/yard related penalty.
3. Any Phoenix Yard assignment may perform any work that is necessary between Mobest and MP 181.2 without road/yard related penalty.
4. A second Yard Shuttle assignment will be established.
 - 4.1 Assignments operating under the current Phoenix Shuttle Agreement may, in addition to their other assigned duties, handle the AC Interchange business and the Cement Train without penalty.
5. A "Sweeper" road assignment may be established to primarily shuttle cars between Ennis and Phoenix. This assignment may perform any work in connection with its own train without incurring any road/yard penalty.
6. The Switchman's Extra Board may be used to protect the TOFC, Zone 17, Ennis, and Sweeper Road Assignments in the event the Combo Board is exhausted. The employees on the Switchman's Extra Board are expected to be available for call to protect these road vacancies.
 - 6.1 If an employee is used off the Switchman's Extra Board to protect the above-named Road Assignments, those earnings will be used against the Switchman's Extra Board guarantee.

- 6.2 It is understood that an employee on the Switchman's Extra Board will not be laid off or disciplined in any fashion if they fail to answer a call for service for any road job other than those specifically referred to in this Section 6.
7. A minimum of 6 employees shall be assigned to the Phoenix Combo Extra Board so long as this Agreement is in effect.
- 7.1 Positions on the Road Assignments contemplated by this Agreement will be included in the Combo Extra Board regulation formula.

This Agreement shall be effective for a minimum of 90 days from date of implementation. The parties agree to meet within approximately 45 days from the date of implementation to determine the effectiveness of this Agreement and address areas of concern. Thereafter, this Agreement shall be subject to automatic cancellation by the service of a 30-day notice by either party upon the other party. The parties commit to meet during the 30-day period in an effort to rectify the issue(s) giving rise to the service of the cancellation notice.

Signed this 1st day of June, 2010 and effective on the 1st day of June, 2010.

FOR THE BNSF
RAILWAY COMPANY:

Genel Shirems
General Director Labor Relations

FOR THE UTU
(former ATSF Coastlines
Committee):

[Signature]
General Chairman