

MEMORANDUM OF UNDERSTANDING  
Between  
BURLINGTON NORTHERN SANTA FE RAILROAD  
And  
UNITED TRANSPORTATION UNION

This agreement is to establish E1 Assignment to operate between Vancouver, WA and Pasco, WA. This assignment will operate as follows:

1. This assignment will have a 4 hour 30 minute call window. The bulletin will establish the starting time and BNSF may adjust this starting time with 48 hour notice to the assigned conductor. Changes in the call window over 2 hours will require the assignment to be re-bulletined.
2. There will be three assigned conductors in this service thereby providing for every third day off. The assigned conductors are responsible to make sure that they are placed back in their proper rotation at Vancouver. Therefore, there are no penalty claims at Vancouver if not called in proper order.
3. The assigned conductors will protect primary train Z-PTLCHC. If the primary train does not operate within the call window, the assigned conductor will be assigned any train within the call window. If a train is not within the call window, the assigned conductor will deadhead to Pasco.
4. Option 1, the assigned conductor will stand for service at Pasco on primary train M-PASVAW. BNSF may call the assigned conductor for any train out of Pasco if train M-PASVAW is not operated within a reasonable time after the assigned conductor is rested.
5. If M-PASVAW above does not consistently operate, BNSF will notify the local chairman to meet and discuss the situation. This may result if the implementation of option 2. Option 2, BNSF will place the assigned conductor into the pool at Pasco based on their on duty time at Vancouver compared with the on duty times of the pool conductors.

January 5, 2009 proposal


6. Due to the past issues with this assignment, it was understood that the parties would meet locally every 90 days to monitor this assignment to insure that it is operating in a manner to meet everyone's expectations.
7. Conductors assigned under this agreement who are not called at Vancouver to work or deadhead within the call window will be paid the round trip as though worked and will stand for future service in the normal assignment rotation. Assigned conductor called to deadhead at Vancouver will be so advised in the calling window, although their deadhead departure may be outside the window. Assigned conductor called to deadhead will be paid the applicable trip rate of the assignment. Payment will be allowed for overtime after twelve hours on duty on interdivisional assignments. Held away from home terminal payment will commence after 16 hours at the away from home terminal.
8. This is a local arrangement. It will not be referred to by either party under any circumstances in any other cases nor utilized to progress claims beyond the local level.
9. This agreement only modifies existing agreements to the extent set forth, and all other schedule rules agreements and/or other rights remain in effect. In the event of cancellation of this local agreement, any modifications herein would cease.
10. Either party service ten day's written notice on the other party may cancel this Agreement. Prior to serving a cancellation notice, however, local management and/or local chairman signatory will request a meeting to attempt resolution.

This Agreement will become effective January 5, 2009.

Signed this 2nd day of January 2009.



Director, Labor Relations

  
ATU General Chairman

January 5, 2009 proposal

MEMORANDUM OF UNDERSTANDING  
Between  
BURLINGTON NORTHERN SANTA FE RAILROAD  
And  
UNITED TRANSPORTATION UNION

This agreement is to establish E2 Assignment to operate between Vancouver, WA and Pasco, WA. This assignment will operate as follows:

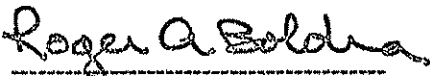
1. This assignment will have a 6 hour call window. The bulletin will establish the starting time and BNSF may adjust this starting time with 48 hour notice to the assigned conductor. Changes in the call window over 2 hours will require the assignment to be re-bulletined.
2. There will be three assigned conductors in this service thereby providing for every third day off. The assigned conductors are responsible to make sure that they are placed back in their proper rotation at Vancouver. Therefore, there are no penalty claims at Vancouver if not called in proper order.
3. The assigned conductor will protect primary train M-PTLPAS. If the primary train does not operate within the call window, the assigned conductor will be assigned any train within the call window. If a train is not within the call window, the assigned conductor will deadhead to Pasco.
4. Option 1, the assigned conductor will stand for service at Pasco on primary train M-PASLYD. BNSF may call the assigned conductor for any train out of Pasco if train M-PASLYD is not operated within a reasonable time after the assigned conductor is rested.
5. If M-PASLYD above does not consistently operate, BNSF will notify the local chairman to meet and discuss the situation. This may result if the implementation of option 2. Option 2, BNSF will place the assigned conductor into the pool at Pasco based on their on duty time at Vancouver compared with the on duty times of the pool conductors.

January 5, 2009 proposal

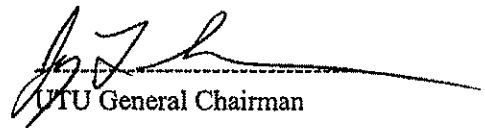
6. Due to the past issues with this assignment, it was understood that the parties would meet locally every 90 days to monitor this assignment to insure that it is operating in a manner to meet everyone's expectations.
7. Conductors assigned under this agreement who are not called at Vancouver to work or deadhead within the call window will be paid the round trip as though worked and will stand for future service in the normal assignment rotation. Assigned conductor called to deadhead at Vancouver will be so advised in the calling window, although their deadhead departure may be outside the window. Assigned conductor called to deadhead will be paid the applicable trip rate of the assignment. Payment will be allowed for overtime after twelve hours on duty on interdivisional assignments. Held away from home terminal payment will commence after 16 hours at the away from home terminal.
8. This is a local arrangement. It will not be referred to by either party under any circumstances in any other cases nor utilized to progress claims beyond the local level.
9. This agreement only modifies existing agreements to the extent set forth, and all other schedule rules agreements and/or other rights remain in effect. In the event of cancellation of this local agreement, any modifications herein would cease.
10. Either party service ten day's written notice on the other party may cancel this Agreement. Prior to serving a cancellation notice, however, local management and/or local chairman signatory will request a meeting to attempt resolution.

This Agreement will become effective January 5, 2009.

Signed this 2nd day of January 2009.



Director, Labor Relations



UTU General Chairman

January 5, 2009 proposal

MEMORANDUM OF UNDERSTANDING  
Between  
BURLINGTON NORTHERN SANTA FE RAILROAD  
And  
UNITED TRANSPORTATION UNION

This agreement is to establish E3 Assignment to operate between Vancouver, WA and Pasco, WA. This assignment will operate as follows:

1. This assignment will have a 5 hour 30 minute call window. The bulletin will establish the starting time and BNSF may adjust this starting time with 48 hour notice to the assigned conductor. Changes in the call window over 2 hours will require the assignment to be re-bulletined.
2. There will be three assigned conductors in this service thereby providing for every third day off. The assigned conductors are responsible to make sure that they are placed back in their proper rotation at Vancouver. Therefore, there are no penalty claims at Vancouver if not called in proper order.
3. The assigned conductor will protect primary train M-PTLPAS. If the primary train does not operate within the call window, the assigned conductor will be assigned any train within the call window. If a train is not within the call window, the assigned conductor will deadhead to Pasco.
4. Option 1, the assigned conductor will stand for service at Pasco on the first "Z" train after rest. BNSF may call the assigned conductor for any train out of Pasco if train a "Z" train is not operated within a reasonable time after the assigned conductor is rested.
5. If a "Z" train as stated above does not consistently operate, BNSF will notify the local chairman to meet and discuss the situation. This may result if the implementation of option 2. Option 2, BNSF will place the assigned conductor into the pool at Pasco based on their on duty time at Vancouver compared with the on duty times of the pool conductors.

January 5, 2009 proposal

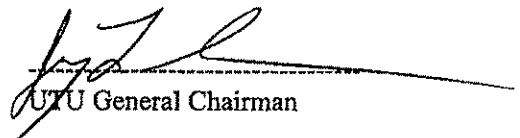
6. Due to the past issues with this assignment, it was understood that the parties would meet locally every 90 days to monitor this assignment to insure that it is operating in a manner to meet everyone's expectations.
7. Conductors assigned under this agreement who are not called at Vancouver to work or deadhead within the call window will be paid the round trip as though worked and will stand for future service in the normal assignment rotation. Assigned conductor called to deadhead at Vancouver will be so advised in the calling window, although their deadhead departure may be outside the window. Assigned conductor called to deadhead will be paid the applicable trip rate of the assignment. Payment will be allowed for overtime after twelve hours on duty on interdivisional assignments. Held away from home terminal payment will commence after 16 hours at the away from home terminal.
8. This is a local arrangement. It will not be referred to by either party under any circumstances in any other cases nor utilized to progress claims beyond the local level.
9. This agreement only modifies existing agreements to the extent set forth, and all other schedule rules agreements and/or other rights remain in effect. In the event of cancellation of this local agreement, any modifications herein would cease.
10. Either party service ten day's written notice on the other party may cancel this Agreement. Prior to serving a cancellation notice, however, local management and/or local chairman signatory will request a meeting to attempt resolution.

This Agreement will become effective January 5, 2009.

Signed this 2nd day of January 2009.



Director, Labor Relations



UTU General Chairman

January 5, 2009 proposal

MEMORANDUM OF UNDERSTANDING  
Between  
BURLINGTON NORTHERN SANTA FE RAILROAD  
And  
UNITED TRANSPORTATION UNION

This agreement is to establish E4 Assignment to operate between Vancouver, WA and Pasco, WA to handle the Roosevelt Garbage Trains. This assignment will operate as follows:


1. This assignment will have a 8 hour call window. The bulletin will establish the starting time and BNSF may adjust this starting time with 48 hour notice to the assigned engineer. Changes in the call window over 2 hours will require the assignment to be re-bulletined.
2. There will be two assigned conductors and they will alternate every other week by working 6 days one week and 4 days the next week. For example, the first assigned conductor will work Vancouver to Pasco on Monday, Wednesday and Friday and work Pasco to Vancouver on Tuesday, Thursday and Saturday the first week. The first assigned conductor will work Vancouver to Pasco on Tuesday and Thursday and work Pasco to Vancouver on Wednesday and Friday the second week. The second assigned conductor will work Vancouver to Pasco on Tuesday and Thursday and work Pasco to Vancouver on Wednesday and Friday the first week. The second assigned conductor will work Vancouver to Pasco on Monday, Wednesday and Friday and work Pasco to Vancouver on Tuesday, Thursday and Saturday the second week. The assigned conductors will rotate in this manner and will be responsible to make sure that their turn is properly place on the board for their next call out of Vancouver. Therefore, there are no penalty claims at Vancouver if not called in proper order.
3. The assigned conductor will protect a garbage train to Roosevelt within their call window or deadhead to Pasco.

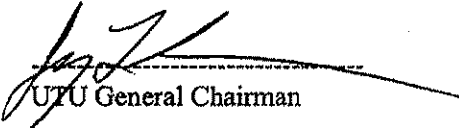
January 5, 2009 proposal

4. Upon legal rest at Pasco, the assigned conductors will stand for the first Roosevelt Garbage train back to Vancouver.
5. Due to the past issues with this assignment, it was understood that the parties would meet locally every 90 days to monitor this assignment to insure that it is operating in a manner to meet everyone's expectations.
6. Assigned conductors under this agreement who are not called at Vancouver to work or deadhead within the call window will be paid the round trip as though worked and will stand for future service in the normal assignment rotation. Assigned engineer called to deadhead at Vancouver will be so advised in the calling window, although their deadhead departure may be outside the window. Assigned engineer called to deadhead will be paid the applicable trip rate of the assignment. Payment will be allowed for overtime after twelve hours on duty on interdivisional assignments. Held away from home terminal payment will commence after 16 hours at the away from home terminal.
7. This is a local arrangement. It will not be referred to by either party under any circumstances in any other cases nor utilized to progress claims beyond the local level.
8. This agreement only modifies existing agreements to the extent set forth, and all other schedule rules agreements and/or other rights remain in effect. In the event of cancellation of this local agreement, any modifications herein would cease.
9. Either party service ten day's written notice on the other party may cancel this Agreement. Prior to serving a cancellation notice, however, local management and/or local chairman signatory will request a meeting to attempt resolution.

This Agreement will become effective January 5, 2009.

Signed this 2nd day of January 2009.

  
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Director, Labor Relations

  
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UTU General Chairman

January 5, 2009 proposal

MEMORANDUM OF UNDERSTANDING  
Between  
BURLINGTON NORTHERN SANTA FE RAILROAD  
And  
UNITED TRANSPORTATION UNION

This agreement is to establish E5 Assignment to operate between Vancouver, WA and Wishram, OR and return on a continuous time basis with one leg as a deadhead. This assignment will operate as follows:

1. This assignment will have a 6 hour 30 minute call window. The bulletin will establish the starting time and BNSF may adjust this starting time with 48 hour notice to the assigned conductor. Changes in the call window over 2 hours will require the assignment to be re-bulletined.
2. There will be one assigned conductor and that conductor will work Tuesday through Saturday with Sunday and Monday rest days.
3. The assigned conductor will be allowed 192.2 miles for each deadhead combined service round each trip. If the conductor handles a train out of and back into Vancouver, the conductor will be allowed two basic days for such service. The assigned conductor will only make one round trip per day.
4. Due to the past issues with this assignment, it was understood that the parties would meet locally every 90 days to monitor this assignment to insure that it is operating in a manner to meet everyone's expectations.
5. Conductors assigned under this agreement who are not called at Vancouver to work or deadhead within the call window will be paid the trip rate as though worked and will stand for future service in the normal assignment rotation.
6. This is a local arrangement. It will not be referred to by either party under any circumstances in any other cases nor utilized to progress claims beyond the local level.

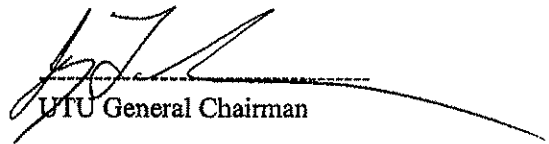
October 31, 2008 proposal

7. This agreement only modifies existing agreements to the extent set forth, and all other schedule rules agreements and/or other rights remain in effect. In the event of cancellation of this local agreement, any modifications herein would cease.
8. Either party service ten day's written notice on the other party may cancel this Agreement. Prior to serving a cancellation notice, however, local management and/or local chairman signatory will request a meeting to attempt resolution.

This Agreement will become effective January 5, 2009.

Signed this 2nd day of January 2009.

  
\_\_\_\_\_  
Director, Labor Relations

  
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UTU General Chairman

October 31, 2008 proposal

SIDE LETTER NO. 1

Between

BURLINGTON NORTHERN SANTA FE RAILROAD

And

UNITED TRANSPORTATION UNION

January 2, 2009

During our discussions of the Assigned Car Agreement E1, E2 and E3 signed this date, it was determined that the Organization wished to bypass option 1 and implement option 2 upon signing of the agreement.

Accordingly, it is hereby agreed, that option 2 will be put into effect immediately, bypassing option 1.

Sincerely

I Concur

  
Director Labor Relations

  
UTU General Chairman

January 5, 2009 proposal