

Ops. No. _____
Bend, Oregon Rd.
Switcher

MEMORANDUM OF AGREEMENT

Between

BNSF Railway

and

UNITED TRANSPORTATION UNION

Pursuant to the Carrier's notice to eliminate the last yard engine working at Bend, Oregon, the parties agree that assigned road switcher service may be headquartered at Bend, Oregon to operate within a (50) mile territory on any scheduled day of operation. The following conditions will apply:

Section 1

- (a) Assignment(s) may be established and headquartered at Bend, Oregon to perform service within a (50) mile territory on any scheduled day of operation.
- (b) Assignment(s) will be bulletined and posted for bidding by trainmen in the Pacific 5th Seniority District. Conductors and Brakemen assigned in this service will be paid and governed by the provisions of Memorandum of Agreement effective May 1, 1999 and Arbitration Board No. 567, except as modified herein.
- (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 train crew at the beginning of each day. However, this does not preclude the Carrier from adjusting the daily territory prior to the train crew's departure from the initial terminal. 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 at the new "Bend Road Switcher" rate of pay. Conductors will be allowed a trip rate of \$218.53 and Brakemen will be allowed a trip rate of \$209.89, with both rates having Code NE (meal allowance of 30 minute at overtime rate of pay) included. Trainmen will not be permitted to eat a meal and will be expected to carry a lunch. 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.

Section 3

- (a) All temporary vacancies and Hours of Service Relief on this assignment(s) will be manned by the existing source of supply for Bend, Oregon. 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.

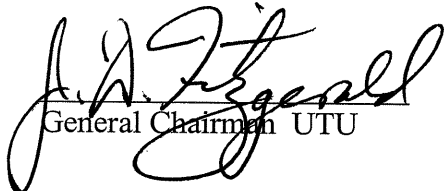
Section 4

- (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 train crew. 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). 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 14th day September, 2007.

For:
United Transportation Union


General Chairman UTU

For:
Burlington Northern Santa Fe Railway
Company


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

September 14, 2007

File: Bend Road Switcher

Side Letter No. 1

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

Dear Mr. Fitzgerald:

This refers to our proposed agreement establishing road switcher assignments headquartered at Bend, Oregon. As part of discussions this date, it was understood that the road switcher service at Bend 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 " " " " " " " "

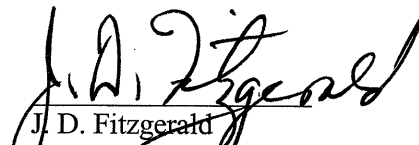
Overtime for working a Holiday will only be applied to the first 8 hours of the day, calculated on the Daily Rate above. Overtime for a working a Holiday will not be applicable to the other components in the Bend Road Switcher Trip Rate.

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

Sincerely,

AGREED:


R. L. Luther
General Director
Labor Relations


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

September 14, 2007

File: Bend Road Switcher Agreement

Side Letter No. 2

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

Dear Mr. Fitzgerald:

This is in reference to our proposed agreement establishing road switcher assignments headquartered at Bend, Oregon. This agreement follows notification by BNSF of its desire to abolish the last yard engine working at Bend, Oregon. This notification also advised of BNSF's desire to replace the last yard engine at Bend with a second road switcher assignment. As part of the proposed Agreement dated August 13, 2007, it is understood that the last Bend, Oregon yard assignment may be abolished without the performance of a time study. Commensurate with the abolishment of the last Bend, OR yard engine, BNSF will establish a second road switcher assignment at Bend, OR to work under the provisions of the Memorandum of Agreement effective May 1, 1999 and Arbitration Board No. 567, except as modified herein.

Should BNSF abolish the road switcher assignment currently assigned at Bend, or the second road switcher assigned pursuant to this Agreement, a yard engine will be re-established immediately and operated unless later eliminated pursuant to the applicable time study provisions.

It is further understood that all Road Switcher service at Bend, Oregon will work under and be governed by the provisions of this Agreement.

Sincerely,

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

September 14, 2007

File: Bend Road Switcher Agreement

Side Letter No. 3

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

Dear Mr. Fitzgerald:

This refers to our proposed agreement establishing road switcher assignments headquartered at Bend, Oregon. As part of our discussions this date, it was understood that the road switcher assignments at Bend will perform their work at Bend (Switching Limits MP 148.0 – MP 3.31Z) and north. However, it is anticipated in the future, it may be necessary for these assignments to perform work south of Bend. Therefore, the parties agree to meet when there is a need to work south of Bend, Oregon, to determine the appropriate work equity distribution and conditions of that intra-divisional service.

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

Sincerely,

AGREED:

R. L. Luther
General Director
Labor Relations

J. D. Fitzgerald
General Chairman UTU