

MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

In recognition of the mutual benefits of expediting the movement of traffic through the Mandan area, the following provisions are agreed to concerning the operation of through freight assignments headquartered at Mandan for Shuttle Service. These assignments may be assigned based on the following:

1. The limits of this service will be between Mandan and:
 - a. Dickinson Subdivision - MP 63.37
 - b. Jamestown Subdivision – MP 142.0
 - c. Zap Subdivision – MP 54.0
2. These engineers can shuttle cars within these limits operating into and out of Mandan encompassed within the above limits without penalty. The term “cars” in this agreement represents a block of cars or a train. The only limitation is that these specific engineers cannot move cars from one location or track within the general switching limits to another location or track within the terminal general switching limits without traversing road territory with the involved cars or train.
3. These engineers will have no mileage limitation and will be paid on an hourly basis at the daily rate of pay of \$214.1492. These engineers will be allowed a trip rate of \$349.01, which includes 8 hours straight time, 2 hours overtime, Special Pay Differential Code PD and Code NE in lieu of meal. Engineers will be expected to carry a lunch and the Carrier will not be obligated to provide a real meal; however, the Code NE will be payable whether the engineers are instructed to take a meal or not. All other rules and agreements not specifically addressed in this agreement remain undisturbed and are still payable under the appropriate CA code. Engineers in this service on duty more than 10 hours will be paid overtime accordingly. Examples: 1) engineers on duty 8 hours will be paid a trip rate, which includes 2 hours overtime; 2) engineers on duty 12 hours will be paid a trip rate, which includes 2 hours overtime, plus 2 hours overtime.
4. These engineers will work five days per week and will have an established on duty show-up time. Vacancies and extra jobs will be filled from Mandan

Engineer Extra Board #30. Extra jobs in this service can be called at any time. It was understood that BNSF will bulletin a regular assignment if extra jobs are worked with an on duty time within a four hour window for four consecutive days. It was understood that a relief assignment could only be established based on rest days of the regular assignments. If an assigned engineer is not rested for his next assignment due to overtime worked on his own job, the assigned engineer will show for work on his rest.

5. The parties agree that relief shuttle assignments with varying starting times may be bulletined and assigned. Four (4) day relief assignments may be bulletined, but in the event the assignment goes no bid, it will not be filled by force assignment. Instead, it will be filled from the Mandan Engineer's Extra Board 30.
6. Engineers in this service will not be required to perform yard switching but can perform permissible moves under PEB 219. Because these engineers may handle more than one set of cars, the permissible moves set forth herein are calculated based on the following. If the engineer handles cars out of the terminal, that move is considered the engineer's initial terminal for those cars and the engineer can perform three moves in connection with those cars in accordance with PEB 219. If the engineer handles cars into the terminal, that move is considered the engineer's final terminal for those cars and the engineer can perform three moves in connection with those cars in accordance with PEB 219. If the engineer handles the same cars into and out of the terminal, Mandan will be considered as an intermediate location for that train, and the engineer is limited to one pick-up and/or one setout within the Mandan switching limits with those cars.
8. As part of discussions this date, it was understood that the Shuttle Service covered by this agreement would be considered assignments qualifying under the Holiday Pay Agreement but would be allowed to take Personal Leave Days. However, no engineers covered by this Agreement shall receive more than eleven personal leave days and paid holidays in any calendar year.

Personal Leave Day and Holiday Pay - \$214.1492 (8 Hour Daily Rate)

Overtime for working a Holiday will only be applicable to the first 8 hours of the day, calculated on the 8 Hour Daily Rate of \$214.1492. Overtime when working a Holiday will not be applicable to the other components in the Shuttle Service Trip Rate.

Annulment - \$294.46 (10 Hour Daily Rate minus meal and Code PD money)

9. Provisions contained in this agreement are agreed to on a strictly non-referable basis and will only be applicable to these outlined assignments. It was understood that this agreement would not establish a precedent applicable to future assignments.

This agreement shall be effective on the date signed and remain in effect unless cancelled by any party with a twenty (20) day written cancellation notice.

Signed at Fort Worth, Texas this 28th day of May, 2008.

For the BLET:

For the BNSF Railway:



M.O. Wilson
General Chairman BLET



M.H. Siegele
Assistant Vice President - Labor Relations



J. K. Ringstad
General Director - Labor Relations