

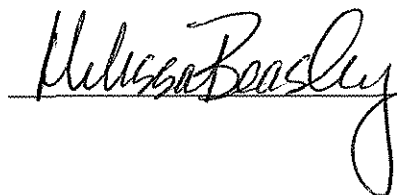
**MEMORANDUM OF AGREEMENT**  
**Between The**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND**  
**TRAINMEN**  
**And The**  
**BNSF RAILWAY COMPANY**

Shuttle assignments may be established at Phoenix, AZ pursuant to the following conditions.

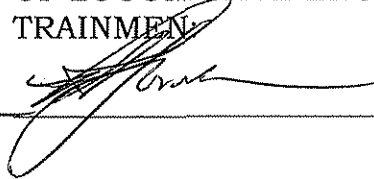
1. The basic daily rate shall be set at \$233.00. All meal allowances are included in this rate. This rate is subject to future general wage increases and COLA, with overtime paid on a minute basis for all time in excess of eight (8) hours.
2. The territorial limits of this assignment include the area West of and including milepost 100.00 on the Phoenix Subdivision. The Ennis Subdivision is included in the assignment limits.
3. The so-called "calling times" shall be set so that the on-duty time will be between 0300 and 0700 and/or 1500 and 1900.
  - 3.1 Extra Shuttles may be called on duty within the time parameters identified above.
4. Shuttle Assignments may:
  - 4.1 Herd power, including making air hose couplings between the engine and train, and MU'ing the consist.
  - 4.2 Set out bad orders from made up trains and/or blocks of cars.
  - 4.3 Move solid trains and/or blocks of cars within the defined limits and secure the train and/or block of cars.
  - 4.4 Assist road crews in making pick-ups and/or set-outs, including the set and release of locomotive hand brakes, making couplings on locomotives and relaying and/or giving instructions via hand and/or radio signals.
    - 4.4.1 When assisting a road crew, the employee subject to the terms of this agreement shall become a member of that road crew.

- 4.5 Assist in or perform initial terminal inspection and air test.
- 5.6 Perform Hours of Service Relief for any train within the defined limits.
5. Vacations in this service shall be paid at 1/52 of the calendar year preceding 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.
6. Personal/Annual leave days shall be paid at the basic daily rate of this Shuttle assignment.
7. Shuttle assignments shall be assigned for no less than five (5) days.
8. The Holiday Rule will apply to the Shuttle assignment.
9. Except as specifically modified herein all other rules, agreements, understandings and practices remain in full force and effect.
10. 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 force in any setting, including failure of ratification.
11. This Agreement is subject to automatic cancellation by the service of a fifteen (15) day 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.

FOR THE BNSF  
RAILWAY COMPANY:

  
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FOR THE BROTHERHOOD  
OF LOCOMOTIVE ENGINEERS AND  
TRAINMEN

  
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### **Agreed Upon Questions and Answers:**

1. May transfer positions be used to perform general switching?

A1. No.

2. May transfer positions be supplemented with additional groundmen to make a full crew?

A2. No.