**MEMORANDUM OF AGREEMENT
Between
BNSF RAILWAY
And
UNITED TRANSPORTATION UNION**

In recognition of the mutual benefits of expediting the movement of traffic through the Hauser-Spokane Complex area, Shuttle Service headquartered at Hauser, WA. may be established under the following conditions:

 1. The limits of this service will be between Hauser, WA and:

1. Spokane Subdivision – MP 4.9 (Algoma)
2. Lakeside Subdivision – MP 53.0 (West Keystone)

c Columbia Subdivision – MP 1542 (Lamona)

NOTE: Running beyond these limits will result in a penalty equating to a basic day at applicable rate of pay. Running on any other Subdivision will also result in a penalty equating to a basic day at applicable rate of pay.

 2 Crews called under this agreement may shuttle cars within the limits in Section 1, operating into and out of Hauser without penalty. The term “cars” in this agreement represents a block of cars or a train. These shuttle crews may also hostle power within the Hauser switching limits. These shuttle crews will not be required nor allowed to perform yard service or yard transfer service within the consolidated terminal. **However, these shuttle crews will be allowed to advance solid over the road trains within the limits of the consolidated terminal for staging purposes only, to include solid over the road interchange trains**.

 3. These crews will have no mileage limitation and will be paid on an hourly basis at

the daily rate of pay of $238.622 for conductor and $229.113 for brakemen. These conductors will be allowed a daily trip rate of $352.38, which includes 8 hours straight time, 2 hours overtime and Code NE in lieu of meal. These brakemen will be allowed a trip rate of $338.06, which includes 8 hours straight time, 2 hours overtime and Code NE in lieu of meal. Crews will be expected to carry a lunch and the Carrier will not be obligated to provide a real meal; however, the Code MF will be payable whether the crews 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. Crews in this service on duty more than 10 hours will be paid overtime accordingly. Examples: 1) crew on duty 8 hours will be paid a trip rate, which includes 2 hours overtime; 2) crew on duty 12 hours will be paid a trip rate, which includes 2 hours overtime, plus 2 hours overtime.

1. It is understood that this service would be protected from the extra board for 30 days, it is agreed that the Parties will meet locally to discuss the operation and establish assignments at that time, if possible. These assignments will work five days per week and will have an established on duty show-up time. Vacancies and extra jobs will be filled from Hauser Conductor/Brakeman Extra Boards 10/20. Extra jobs in this service can be called at anytime. 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 conductor is not rested for his next assignment due to overtime worked on his own job, the assigned conductor will show for work on his rest.
2. 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. Hauser Conductor/Brakeman Extra Boards 10/20
3. Crews in this service will not be required to perform yard switching but can perform permissible moves under PEB 219. These crews may spot head-end and DP power for fueling. Because these crews may handle more than one train, the permissible moves set forth herein are calculated based on the following. If the crew handles a train out of the terminal, that move is considered the crew's initial terminal for that train and the conductor can perform three moves in connection with that train in accordance with PEB 219. If the crew handles a train into the terminal, that move is considered the conductor's final terminal for that train and the conductor can perform three moves in connection with those cars in accordance with PEB 219. If the conductor handles the same train into and out of the terminal, Hauser will be considered as an intermediate location for that train, and the conductor is limited to one pick-up and/or one setout within the Hauser switching limits with those cars.
4. As part of discussions this date, it was understood that 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 crew covered by this Agreement shall receive more than eleven personal leave days and paid holidays in any calendar year.

Conductor Personal Leave Day and Holiday Pay - $238.622 (8 Hour Daily Rate)

Brakeman Personal Leave Day and Holiday Pay - $229.113 (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 $238.62 for Conductors and $229.113 for Brakemen. Overtime when working a Holiday will not be applicable to the other components in the Shuttle Service Trip Rate.

Conductor Annulment - $328.105 (10 Hour Daily Rate minus meal)

Brakeman Annulment - $315.030 (10 Hour Daily Rate minus meal)

8. 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 day of 2012

For the UTU: For the BNSF Railway:

January 31, 2011

File: Hauser-Spokane Complex Shuttle

Side Letter No. 1

Gentlemen:

This letter refers to Memorandum of Agreement Switching Limits.

It was agreed to change the General Switching Limits on the Spokane Subdivision from West Siding Switch plus headroom Overlook, and Lakeside Subdivision West Siding Switch plus headroom Empire to MP 72.6, Sunset Jct. Spokane Subdivision.

If you agree that this reflects our discussion and understanding, please affix your signature below.

Sincerely,

I agree:

|  |  |
| --- | --- |
| File: Spokane/Hauser Shuttle | Side Letter No. *2* |

Gentlemen:

In section 4 of the Spokane/Hauser Agreement, the Parties agreed to meet after *30* days to review the records and determine if it was possible to establish assignments.

It was understood that the Parties would meet once every month thereafter to follow up on the operation including the establishment of more assignments or making other adjustments as necessary.

If the above accurately reflects our understanding, please affix your signature below. Sincerely,

I agree: