

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY  
AND THE  
UNITED TRANSPORTATION UNION  
(former Great Northern territory)

Road switcher assignments may be established pursuant to provisions of Article VII, Section 2 of the October 31, 1985 UTU National Agreement, subject to the following terms and conditions.

1. Regular road switcher assignments may be established to provide road switcher service at any location provided that road switcher assignments are assigned to go on duty at a location where suitable lodging and eating facilities are available, in accordance with BN Labor Agreement OPS 27-80, effective August 1, 1980.

1.1 Road switcher service will not be established to perform terminal to terminal through freight service.

2. To establish road switcher assignments, BNSF will issue a bulletin for one Conductor and one (1) or more Brakemen, which will contain the following information:

- 2.1
- (1) The train number or designation.
  - (2) The home terminal of assignment.
  - (3) The days of the week service is to be performed.
  - (4) The rest day(s) of the assignment.
  - (5) The on-duty time of the assignment.
  - (6) The date assignment will be established.

2.2 With regard to 2.1 (5) above, Road Switchers will have a regular and specific on duty time, which will be at the same time each day it is assigned to operate.

3. Road switcher assignments may be established to perform daily service on five or six days during a calendar week. On five-day assignments, the rest days will be consecutive. The on and off-duty point for road switcher assignments will be at the same point and location for each day operated.

4. The territorial limits for road switcher assignments shall be established under the following conditions:

4.1 When road switcher crews are assigned to go on and off duty at terminal locations where switching limits are established, the road switcher districts shall be limited to a fifty (50) mile territory, non-inclusive of the miles encompassed within the established switching limits, on any scheduled day of operation.

4.2 At locations where switching limits are not established, road switcher districts shall be limited to a fifty (50) mile territory, non-inclusive of the mileage encompassed between the outermost switches controlling access to the main line at that location, on any scheduled day of operation.

4.3 The road switcher may operate back and forth across a territory, measured, by rail miles from the switching limits extending a 50 mile distance into road territory. For example, on one day the road switcher may operate 30 miles out of the terminal in a westward direction, return to the terminal and run 20 miles in an eastward direction. The next day the road switcher may operate 50 miles out of their terminal in a westward direction, but on that day, the crew could not work eastward out of the terminal.

4.4 On specific assignments, the parties may, by agreement, extend the territorial limits described above.

5. Road switcher crews may operate in any direction (within the limits of their territorial boundaries), including into, out of, and through terminal locations, but may not be run beyond the territorial limits of their assignment, except as starting a new day.

5.1 When road switcher crews are not used to provide service to the same industries on a regular or daily basis, they will be advised, upon reporting for service, what direction(s) they will operate out of the home terminal, with the understanding that the maximum limits will not exceed 50 miles.

NOTE: Road switcher crews will be governed by road rules, except that rules providing for automatic release, arbitrary allowances for terminal switching and terminal delay and earliest start times will not apply.

6. At locations where yardmen are employed, road switcher crews will only perform the service allowable under the applicable National Agreements.

7. Conductors and Brakemen working road-switcher assignments established under provisions of this agreement shall be paid at the five-day yard rate of pay as stipulated in Article VII of the October 31, 1985 UTU National Agreement. However, no other rules and/or working conditions of the agreement in effect between the Carrier and its yardmen are applicable to employees assigned to road switchers established under the terms of this agreement.

8. Eight (8) hours or less shall constitute a minimum day's work. Time shall be computed continuously from the time required to report for duty until released from duty, with overtime after eight (8) hours computed on a minute basis at a rate per hour of three-sixteenths of the daily rate.

9. Road switcher crews will be allowed a reasonable length of time to eat, without deduction in pay, at nearly as possible to the expiration of every six hours, provided they notify the dispatcher a reasonable time in advance.

10. Other road and yard crews performing service within assigned road switcher limits will continue to be compensated for service under provisions of their applicable schedule rules and agreements. Such crews shall not be entitled to any special compensation or allowance for merely performing service within the limits of the road switcher district. Nothing herein shall be interpreted as establishing "road switcher" as a different class of service within the meaning of the more than one class of service rules.
11. The national holiday agreement provisions shall apply to road switcher crews without regard to mileage operated.
12. Conductors and Brakemen who are required to work less than the bulletined number of days of the assignment will be guaranteed a yard day's pay, at last service rate, for each day not worked to a maximum of six (6) days per week. If the line segment(s) associated with the assignment becomes impassable through an Act of Providence, and it is impossible to perform regular service, this Section does not apply. When it is decided that an assignment is to be annulled for more than two (2) consecutive bulletined working days, because of an Act of Providence as described above, the assignment will be abolished and the regular members of the crew will be allowed to exercise their seniority in accordance with prevailing schedule rules and agreements.
13. Except as specifically provided herein, nothing contained in this agreement shall be construed as modifying, amending or superseding any of the provisions of schedule agreements between the United Transportation Union and the BNSF.
14. This Agreement will become effective as of May 1, 1999.

## ADDENDUM TO MEMORANDUM OF AGREEMENT

With respect to the application of the Memorandum of Agreement providing for road switcher service at locations on the merged BNSF system falling under the purview of former Great Northern Rules and Agreements, BNSF and the Organization reached the following understandings in the course of their negotiations which are adopted herein:

1. The scope and purpose of this Road Switcher Agreement are not intended to permit the BNSF to unilaterally substitute, or otherwise supplant, yard crews with road switcher crews.
2. Notwithstanding the application of this Road Switcher Agreement, BNSF and the Organization do not intend to supersede or in other fashion amend provisions of Article IX of the October 31, 1985 National Agreement pertaining to interdivisional service.
3. With respect to the rates of pay described in Section 7 of this Road Switcher Agreement, the five-day yard rates are modified as follows: the daily rate for conductors in this service will be \$150.00 per day. The daily rate for brakemen in this service will be \$144.00 per day. The daily rates of pay described herein are subject to all future wage and cost-of-living allowance increases becoming effective on or subsequently to the date of this Agreement.