

# MEMORANDUM OF AGREEMENT

Between

The BNSF Railway Company

And

The United Transportation Union (former Frisco)

## Section A -- 7 A. M. Markup

1. The parties have agreed to modify existing rules relative to beginning and ending times of all absences in assigned and unassigned service that, under current rules, are scheduled to begin and end at midnight.
2. After the effective date of this Agreement, any such absence that previously began and ended at midnight will instead begin at 7:00 a.m. and expire at 6:59 a.m. on the first day following the period of authorized absence. Employees will be removed from and returned to the board based on advance calling times for the terminal.
  - a. Example: The calling time for Terminal A is 90 minutes. Employees taking a single day vacation will be removed from the board at 5:30 a.m. so they are not called for an assignment at 7:00 a.m. or later and will return to the board the following day at 5:30 a.m. so they are available for calls at 7:00 a.m. or later.
3. An employee who extends the layoff for any reason will extend the 6:59 a.m. markup to the first 6:59 a.m. following the layoff or the employees actual markup time.
4. Extra board guarantee offsets will be calculated on a 24-hour basis instead of calendar days.
  - a. Example 1: An employee on a guaranteed extra board takes a personal leave day on Tuesday starting at 7:00 a.m. and remains off until 6:59 a.m. on Wednesday. The extra board guarantee will be reduced by one day.
  - b. Example 2: An employee on a guaranteed extra board marks off sick at 12:01 a. m. on Tuesday, starts a personal leave day at 7:00 a.m. and remains off until 6:59 a.m. on Wednesday. The extra board guarantee will be reduced by two days because the layoff exceeded 24 hours.
5. Awarding bids and displacements that previously took place at midnight will now occur at 7:00 a.m.

6. Agreements that permit an employee to mark up early after a vacation period of seven days or more will remain in effect, provided that markup does not exceed 24-hours before the scheduled end of the vacation period.
7. The 6:59 a.m. markup provisions will apply to employees who start their vacation under this agreement. In all cases, the agreement controlling when the vacation starts will control when the vacation ends.

## Section B – Personal Leave Days

1. All provisions of the 1980 Crew Consist Agreement covering qualification for and use of personal leave days will remain in tact, with the following exceptions:
  - a. Any personal leave days not used during the current year or days carried over from previous years will be automatically carried over to the next year up to a maximum of sixty days (Carry Over Days).
    - i. Personal leave days will no longer have to be requested and refused before they are carried over to the next year.
    - ii. Employees can elect to observe the current year days or carryover days or a combination of the two.
    - iii. Accumulated or “ Banked ” personal leave days provided in the 1985 Crew Consist revision, will become “ Carry Over ” days on the effective date of this Agreement and all provisions of this Section B will apply.
    - iv. The May 1 deadline for use of Carry Over Days described in Article 21 of the 1980 Crew Consist Agreement will no longer apply.
  - b. An employee may elect to receive payment for part or all carry-over days in the account. Payment for each carry-over day will be one basic day at the rate of the last service performed.
  - c. Personal leave day(s) can be scheduled and allowed to start on other than a work day.
  - d. If an employee resigns, retires, dies or is dismissed from service, the number of personal leave days in the account will be payable to the employee or the employee’ s estate.

## Section C -- No Call Agreement

1. Road and yard service employees will have the option of protecting, or not protecting, emergency extra service.
2. Remaining in the calling order for emergency extra service requires no action on the employee’ s behalf and the employee will remain in the established calling orders until Crew

Support receives notification under the provisions of Item 5 of this section.

3. Employees who elect to protect emergency extra service will continue to receive calls for extra service in compliance with their schedule agreements.
4. Failure to protect calls for emergency extra service will not result in discipline.
5. Employees who take the option to not protect emergency extra service will notify the Crew Support Center electronically through the Voice Response Unit (VRU) or their telephone maintenance screen.
6. Employees who elect to not protect emergency extra service will forfeit all rights to claims or penalties for not receiving extra service calls.
7. This Agreement does not apply to employees assigned to extra boards, demoted engineers, temporary transfers, reserve boards, activities employees must perform to maintain service qualifications.

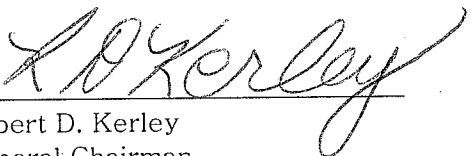
#### Section D – Automatic Markup

1. When a trainman is off work for any reason, e.g., layoff for personal business, observance of an annual leave day, vacations, sickness, sickness in family, or bereavement, the trainman will be automatically marked up and expected to be available for service at the end of the layoff period. Should a trainman desire to extend the layoff, the request for the extension must be made prior to the time the layoff is scheduled to end.

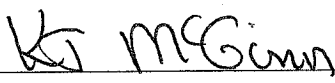
#### Section E -- General Information

1. This Agreement modifies existing agreements only to the extent set forth herein, and all other schedule rules and agreements remain in effect.
2. In the event different versions of the No Call or 7 AM Markup Sections of this Agreement become available, the parties will meet within 30-days to review and modify the provisions, where applicable.
3. This Agreement is effective June 1, 2007.

For the United Transportation Union:

  
Robert D. Kerley  
General Chairman

For the BNSF Railway Company:

  
K. J. McGinn  
Asst. Vice President, Labor Relations