

**Memorandum of Agreement
Between
BNSF Railway
and
The United Transportation Union (HBT)**

It is understood that the following will apply to Foreman-Only Utility Transfer assignments covered by HBT Collective Bargaining Agreements within the expanded Houston Terminal.

1. Utility Transfer Assignments shall be paid at the Footboard Yardmaster rate of pay. In addition, such positions will be paid a special allowance of \$41.99 for each tour of duty and this allowance will not be subject to future general wage increases (GWI) or cost of living allowances (COLA).
2. Utility Transfer positions may not be attached to assist other (road or yard) crews, nor will they be required to perform general yard switching or industry switching, but will be strictly limited to the specific duties outlined herein.
 - 2.1. Transfer trains and/or intact blocks of cars between locations within switching limits, including interchange to and/or from connecting carriers and switching companies.
 - 2.2. Handle locomotives, including making up/breaking up engine consists.
 - 2.3. Double inbound/outbound cars to/from the arrival/departure track at any location within switching limits, provided that no track other than the arrival/departure track may be entered more than one time.
 - 2.4. Reposition hazardous material cars in a train, transfer or interchange cut they are handling in order to comply with train placement restrictions.
 - 2.5. Set out defective (bad order) cars from train, transfer or interchange cuts they are handling.
 - 2.6. Set out up to three misrouted cars during any one train, transfer or interchange move.
 - 2.7. Perform up to three (3) straight pickups or setouts (or combination thereof) during any one train, transfer or interchange move. NOTE: The term "straight" pickup or setout means that the pickup must be first-out on the pickup track and the setout must be left first out on the setout track.

3. For equity purposes, the Carrier will make the usual payment to the appropriate Productivity Fund for each tour of duty in this Utility Transfer service, and employees in this service who are otherwise eligible shall be credited with one Productivity Fund share for each such tour of duty.
4. It is understood that this Agreement is not intended to abrogate or otherwise alter the moratorium contained in any current Crew Consist Agreement, and this Agreement will not be referred to by either party in any other context.

Signed and effective this 1st day of December, 2008.

For BNSF RAILWAY COMPANY:



Gene Shire
General Director Labor Relations

For UNITED TRANSPORTATION:
UNION:



L.R. Bumpurs
General Chairman