

LOCAL MEMORANDUM OF AGREEMENT
(Applicable only on the Springfield Zone of the Midwest Seniority District)

The purpose of this Local Agreement is to clarify the basis of compensation for Ash Grove sub pool crews used to operate trains detoured between Springfield and Fort Scott, Kansas via Afton, Oklahoma at times when maintenance projects or other *bona fide* service interruptions require such detours on a temporary basis.

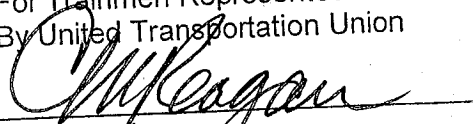
Now, therefore, IT IS AGREED:

1. Crews manning these detoured trains will be allowed the standard Trip (or Flip Trip) rate applicable to the normal Ash Grove sub route, plus 68 additional overmiles at the applicable Interdivisional Overmiles rate of pay for the longer detour route, and on all such runs overtime will commence after eight hours on duty for both pre- and post- 85 employees.
2. No on-line work is to be performed by the crews covered by this Agreement with the exception of the setting out of a bad order car(s) and/or the straight pick up of cars previously set out by a detour crew.
3. Hours of Service relief work for these detoured trains should normally be protected by extra crews from the appropriate source of supply on the detour route (Fort Scott, Springfield and/or Tulsa). In the event that normal source of supply is exhausted and one of these Ash Grove sub pool crews is used for Hours of Service relief on this detour route, the crew will be compensated as specified in Paragraph 1, above. The following shall apply to Ash Grove sub pool crews used in such Hours of Service relief work.
 - a. Ash Grove sub pool crews will not be used for Hours of Service relief work on this detour route for trains other than detoured trains that normally operate on the Ash Grove subdivision.
 - b. In no case shall one of these Ash Grove sub pool crews be used for more than two trips for Hours of Service relief work during a single tour of duty.
 - c. If one of these Ash Grove sub crews is used for Hours of Service relief and would otherwise be released at Fort Scott, they shall be immediately deadheaded to their home terminal at Springfield.
3. In the event ID service is re-established between Springfield and Kansas City, these same provisions will apply to crews operating detoured trains except that the appropriate ID trip rate will be utilized.


This Agreement may be cancelled by either party serving 10 days advance notice in writing.

Signed and effective this 15th day of January, ~~2006~~ ²⁰⁰⁷.

For Trainmen Represented
By United Transportation Union

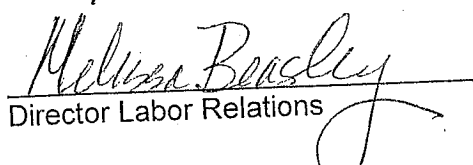

Local Chairman

APPROVED:


General Chairman

For BNSF Railway.


Local Carrier Officer


Director Labor Relations

The purpose of this agreement is to recognize that maintenance windows and service interruptions on the Fort Scott South portions of the Fort Scott Subdivision may require that Springfield to Fort Scott trains be diverted to the Springfield - Afton - Fort Scott route. If any Springfield to Fort Scott trains are diverted to the Springfield - Afton - Fort Scott route for any other reason-(traffic volume on the Fort Scott Subdivision) - employees will be entitled to all penalty payment associated with that train diversion. It is also recognized that Hours of Service relief may be required on this territory to expedite the movement of traffic, therefore it is agreed:

1. The pool turns in the Springfield to Fort Scott Short pool may work Springfield - Afton - Fort Scott when maintenance windows and service interruptions would cause unnecessary delay to service. The crews working on these diverted trains will be paid a trip rate plus overmiles- 198 total- and overtime after 8 hours. This pay rate includes both pre 85 and post 85 employees and includes the reverse (Fort Scott - Afton - Springfield) route.

2. With the increased volume of traffic on the Afton Subdivision on this diverted route it is recognized that Hours of Service relief could exhaust the Fort Scott based Afton Sub crews and extra boards. If this situation arises, Springfield to Fort Scott crews at Fort Scott-AHFT- can be used for Hours of Service relief associated with the diverted trains only and can be used to make two (2) trips. These crews will be paid a trip rate plus all over miles and overtime after 8 hours and upon completing their second *HOS relief* trip they will be deadheaded to the home terminal continuous time.

Includes both pre 85 & post 85 employees

Do we need to define "Maintenance window" or "Service interruption"?