

**MEMORANDUM OF AGREEMENT**  
**Between The**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS &**  
**TRAINMEN**  
**(former ATSF Committee)**  
**And The**  
**BNSF RAILWAY COMPANY**

IT IS AGREED:

1. The switching limits at Phoenix, AZ are extended east on the Phoenix Subdivision to Milepost 181.2.
2. The TOFC, Zone 17 and Ennis Road Assignments will remain as road assignments and may perform whatever work is necessary between Mobest and MP 181.2 without road/yard related penalty.
3. Any Phoenix Yard assignment may perform any work that is necessary between Mobest and MP 181.2 without road/yard related penalty.
4. A second Yard Shuttle assignment will be established.
  - 4.1 Assignments operating under the current Phoenix Shuttle Agreement may, in addition to their other assigned duties, handle the AC Interchange business and the Cement Train without penalty.
5. A "Sweeper" road assignment may be established to primarily shuttle cars between Ennis and Phoenix. This assignment may perform any work in connection with its own train without incurring any road/yard penalty.

This Agreement shall be effective for a minimum of 90 days from date of implementation. The parties agree to meet within approximately 45 days from the date of implementation to determine the effectiveness of this Agreement and address areas of concern. Thereafter, this Agreement shall be subject to automatic cancellation by the service of a 30-day notice by either party upon the other party. The parties commit to meet during the 30-day period in an effort to rectify the issue(s) giving rise to the service of the cancellation notice.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009 and effective on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

FOR THE BNSF  
RAILWAY COMPANY:

FOR THE BLET  
(former ATSF Committee):

\_\_\_\_\_  
General Director Labor Relations

\_\_\_\_\_  
General Chairman