

**Memorandum of Agreement  
Between  
BNSF Railway  
And  
SMART-TD**

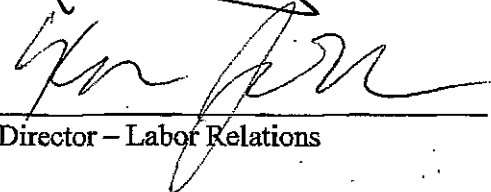
Concerning our discussions on enhancing the current San Antonio Shuttle Agreement by expanding the timeframe that shuttle assignments can be called for duty, the following Side Letter will be attached to the existing agreement:

1. Section 3 shall be changed to read "Extra shuttles may be called to start at any time. The calling windows will only apply to regularly assigned jobs."
2. This side letter will remain in effect only if jobs SNT3611, 3612 & 3613 remain bulletined. If any of the three jobs are abolished, this side letter will be considered cancelled ten (10) days after abolishment.
3. The current job duties and limits of the shuttles will remain unchanged.

This Agreement shall become effective on October 6, 2017.

**For BNSF Railway:**

  
\_\_\_\_\_  
AVP - Labor Relations, Operations

  
\_\_\_\_\_  
Director - Labor Relations

**For the SMART-TD:**

  
\_\_\_\_\_  
SMART-TD General Chairman

## San Antonio Road Switcher – Territorial Limits

Road Switchers assigned at San Antonio which go on and off duty at the new yard office located at Cadet will have territorial limits extending 25 miles in all directions. The yard office is located at MP 222 on the Del Rio Subdivision and the territorial limits are as follows:

- Del Rio Sub MP 247
- Austin Sub MP 244.7
- Glidden Sub MP 197
- Rockport Sub MP 14
- Corpus Sub MP 22.3

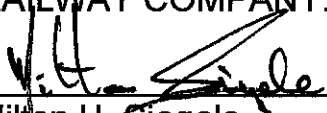
In addition to its regularly assigned duties, the San Antonio road switcher may be used to provide hours of service (HOS) relief. When this occurs, the crew will be paid:

- 1) For each HOS train handled by the road switcher, the crew is due a 25 mile claim.
- 2) Pre and post '85 employees qualify for this 25 mile claim.
- 3) This 25 mile claim does not offset overtime.

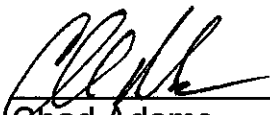
The provisions in this agreement are agreed to on a strictly non-referable basis and will only be applicable to this outlined service. It is understood that this agreement will not establish a precedent applicable to future assignments of this nature.

Signed at Fort Worth, TX on April 28, 2016 and effective April 28, 2016.

FOR THE BNSF  
RAILWAY COMPANY:

  
Milton H. Siegele  
AVP - Labor Relations

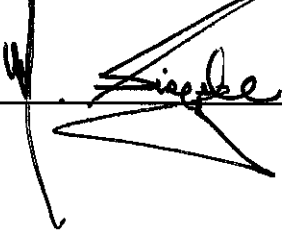
FOR THE SMART TD:

  
Chad Adams  
General Chairman

**Side Letter #1 - San Antonio Shuttle – Territorial Limits**

The territorial limits identified in paragraph #2 of the San Antonio Shuttle Agreement are updated to include the entire Rockport Subdivision.

FOR THE BNSF  
RAILWAY COMPANY:



A handwritten signature in black ink, appearing to be "K. S. [unclear]", is written over a horizontal line. The signature is stylized and somewhat abstract.

FOR THE SMART TD:



A handwritten signature in black ink, appearing to be "C. [unclear]", is written over a horizontal line. The signature is more fluid and cursive than the one on the left.

**MEMORANDUM OF AGREEMENT**  
**Between The**  
**UNITED TRANSPORTATION UNION**  
**And The**  
**BNSF RAILWAY COMPANY**

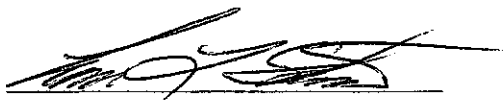
Conductor-only Shuttle assignments may be established at San Antonio, Texas pursuant to the following conditions.

1. The basic daily rate shall be set at \$219.631 per day in addition to \$41.997 allowance, which will not be considered a duplicate time payment, for working as a reduced crew, both subject to future general wage increases and COLA, with overtime paid on a minute basis for all time in excess of eight (8) hours.
2. The territorial limits of this assignment include the area within the switching limits at San Antonio, the road territory on the Austin Subdivision to and including CENTEX at or about MP 206.7, the Glidden Subdivision to and including HARWOOD at or about MP 142.3, the Corpus Christi Subdivision to and including LEHR at or about MP 20.3, the Lockhart Subdivision to and including LOCKHART at or about MP 36.6 and the Del Rio Subdivision to and including HONDO at or about MP 261.4.
3. The so-called "calling times" shall be set so that the on-duty time will be between 0600 and 1000 and/or 1800 and 2200.
  - 3.1 Extra Shuttles may be called on duty within the time parameters identified above.
  - 3.2 The agreement provision requiring that a position be advertised and assigned after having been worked extra more than three (3) consecutive calendar days is waived. Instead, the parties agree to determine the conditions under which an additional assignment must be advertised and assigned. In the event the Local Chairman and the General Manager (or designee) cannot agree upon the appropriate conditions, the matter shall be referred to the system Labor Relations Office and the General Chairman.
4. In lieu of a meal period the trainman shall receive payment of twelve (12) miles.
5. Shuttle assignments may:

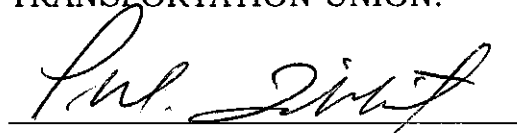
- 5.1 Herd power, including making air hose couplings between the engine and train, and MU'ing the consist.
- 5.2 Set out bad orders from made up trains and/or blocks of cars.
- 5.3 Move solid trains and/or blocks of cars within the defined limits and secure the train and/or block of cars.
- 5.4 Assist road crews in making pick-ups and/or set-outs, including the set and release of hand brakes, making couplings and relaying and/or giving instructions via hand and/or radio signals.
  - 5.4.1 When assisting a road crew, the employee subject to the terms of this agreement shall become a member of that road crew.
  - 5.4.2 Should these shuttle assignments assist another conductor-only crew in performing service defined by Article II (2) of the 1992 Memorandum of Agreement as a "work event", the service performed shall still count as a "work event" for the conductor.
- 5.5 Make air hose couplings between cars and assist in or perform initial terminal inspection and air test.
- 5.6 Perform Hours of Service Relief for any train within the defined limits.
6. Vacations in this service shall be paid at 1/52 of the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) basic day's pay at the rate of the last service rendered.
7. ETD and air pay shall not be payable to employees on this assignment.
8. Shuttle assignments shall be assigned for no less than five (5) days.
9. The "work event" restrictions contained in the 1992 Northern and Southern Divisions Crew Consist Agreement shall apply to each train and/or block of cars handled.

10. Personal leave days shall be paid at the basic daily rate of this Shuttle assignment.
11. The Holiday Rule will apply to the Shuttle assignment.
12. Except as modified by this Agreement, the former Santa Fe Northern and Southern Divisions agreements provisions apply to the Shuttle assignment
13. Except as specifically modified herein all other rules, agreements, understandings and practices remain in full force and effect.
14. The parties have entered into this agreement as part of their continued effort to work together to succeed in the competitive transportation marketplace. This agreement will be interpreted to accomplish that goal and shall have no application, precedential value or persuasive force in any setting, including failure of ratification.
15. This Agreement is subject to automatic cancellation by the service of a fifteen (15) day notice by either party upon the other, with the understanding and commitment that the parties will meet to address, and, if possible, resolve the issue(s) giving rise to the service of the cancellation notice.

FOR THE BNSF  
RAILWAY COMPANY:



FOR THE UNITED  
TRANSPORTATION UNION:



## **Agreed Upon Questions and Answers:**

1. If the transfer position is required to handle an ETD when assisting a road ground crew, will the road ground crew be allowed payment for handling the ETD (Code 34)?

A1. Yes

2. May transfer positions be used to perform general switching?

A2. No.

3. May transfer positions be supplemented with additional groundmen to make a full crew?

A3. No.



Gene L. Shire  
General Director  
Labor Relations

BNSF Railway Company  
P.O. Box 961030  
Fort Worth, TX 76161-0030  
2600 Lou Menk Drive  
Fort Worth, TX 76161-0030  
817-352-1076  
817-352-7482  
gene.shire@BNSF.com

Mr. P.W. Tibbit  
General Chairman UTU  
P.O. Box 3069  
Temple, TX. 76504

September 18, 2006

Dear Mr. Tibbit,

Enclosed is a fully executed agreement covering the San Antonio Shuttles.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene L. Shire". The signature is fluid and cursive, written over the word "Sincerely,".



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**UNITED TRANSPORTATION UNION**  
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**BNSF RAILWAY COMPANY**

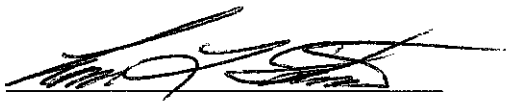
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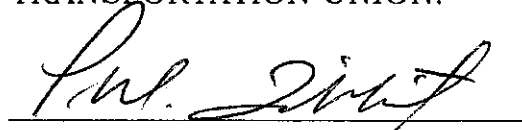
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**BNSF**



WENDELL BELL  
Director - Labor Relations

The Burlington Northern and Santa Fe Railway Co.

PO Box 961030  
Ft. Worth, TX 76161-0030  
2600 Lou Menk Dr., GL  
Ft. Worth, TX 76131-2830  
v: 817.352.1028  
f: 817.352.7482

May 5, 1997

Mr. Paul Tibbit, GC  
United Transportation Union

Dear Mr. Tibbit:

This concerns the dogcatching of San Antonio-bound trains.

When we negotiated the initialed UP-SP Trackage Rights Implementing Agreement 3, I was not aware that, due to the way train operations are conducted on this SP trackage, our 25-mile provision would be fundamentally useless. It has now emerged that we must have arrangements for the use of San Antonio-based crews, rather than Temple-based crews, to dogcatch trains destined to San Antonio that die between Temple and San Antonio.

While you indicated that you would be agreeable to such handling, you also indicated that this would necessitate a somewhat longer call, in that this sort of call is unanticipated. After some discussion, we agreed on a 2 hour and 30 minute call for all train crews at San Antonio.

Please indicate your acceptance of these understandings by signing this letter.

Very truly yours,

A handwritten signature in cursive script that reads "Wendell Bell".

Accepted:

A handwritten signature in cursive script that reads "Paul Tibbit".  

---

General Chairman - UTU

LC  
DHO  
JAV