

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

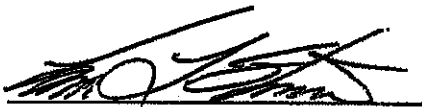
Conductor-only Shuttle assignments may be established at Beaumont, Texas pursuant to the following conditions.

1. The basic daily rate shall be set at \$220.91 per day in addition to \$42.16 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 Beaumont, to and including Romayor on the Conroe Subdivision, to and including Hull on the Beaumont Subdivision, east on the Lafayette Subdivision to and including Connell, and west on the Lafayette Subdivision to and including China.
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.

**Side Letter #1 – SMART-TD Beaumont Shuttle Agreement – Territorial Limits**

**The parties, mindful of the re-establishment of service between Silsbee and Longview, Texas, recognize that there will be a temporary need to utilize shuttle service for an extended distance on the Longview Subdivision.**

**Accordingly, the territorial limits identified in Section 2 of the Beaumont Shuttle Agreement are updated to include the Longview Subdivision. Initially, this service may operate up to mile post 153 (near Tenaha).**


**On or about May 1, 2017, the parties agree to meet and discuss the permanent territorial limits of this assignment on the Longview Subdivision.**

Signed and effective on December 9, 2016.

**FOR THE BNSF RAILWAY CO.:**

**FOR SMART-TD:**

  
Milton Siegele  
Assistant Vice President, Labor Relations

  
Chad Adams, General Chairman  
SMART-TD, GC GO-393

  
Jason Ringstad  
General Director, Labor Relations