

Between  
**UNITED TRANSPORTATION UNION**  
And  
**BNSF RAILWAY COMPANY**

**IT IS AGREED:**

1. Road switcher assignment(s) may be established at Beaumont, Texas in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Beaumont to milepost 109 just west of Romayor, Texas on the Conroe Subdivision, or any portion thereof, as the service is required. The distance from Beaumont to Silsbee is 21 miles and the distance between Silsbee and milepost 109 is 42 miles, thereby exceeding the 25-mile limit.
2. Overtime will be paid on a minute basis after 8 hours on duty, without regard to miles actually operated. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.
3. Signed at Houston, Texas this 31<sup>st</sup> day of July, 2007 and will become effective on the 31<sup>st</sup> day of July, 2007, and will remain in effect whenever the road switcher is assigned at Silsbee. This agreement is subject to automatic cancellation upon ten days written notice served by either party upon the other party.

For The UNITED TRANSPORTATION  
UNION:



General Chairman

7-31-07

For The BNSF RAILWAY  
COMPANY:



General Director - Labor Relations

**Memorandum of Agreement  
Between  
BNSF RAILWAY COMPANY  
And  
SMART-TD**

Road switchers established at Longview, Texas (milepost 207.8) will be protected out of Longview, Texas. These jobs may operate southbound on the Longview subdivision, beyond the 25-mile radius established by Article 16(a) of the trainmen's base agreement. The road switchers may operate southbound to and including milepost 170, near Carthage, totaling 37.8 miles one-way. The northbound operating limits will remain within the 25-mile radius.

Pay for this assignment will be miles run, with overtime being paid after eight hours, even though crews may operate in excess of 100 miles during the tour of duty.

The road switchers may, in addition to regularly assigned duties, be used to perform hours of service (HOS) relief within their assigned limits. When this occurs, the crew will be paid a 25 mile claim for each HOS train handled by the road switcher. Both pre and post 85' employees will qualify for the 25 miles, and the claim will not offset overtime or be considered a duplicate time payment.

Extra board employees called to protect temporary vacancies in excess of one day will be provided lodging and paid a daily meal allowance of \$40 (not subject to GWT's or COLA's).

Additionally, the provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during the tour of duty.

It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.

Signed and effective on December 9, 2016.

**FOR THE BNSF RAILWAY CO.:**

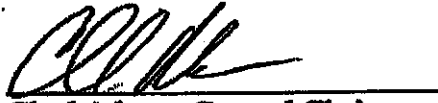


**Milton Siegele**  
**Assistant Vice President, Labor Relations**



**Jason Kingstad**  
**General Director, Labor Relations**

**FOR SMART-TD:**



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

**Memorandum of Agreement  
Between  
BNSF RAILWAY COMPANY  
And  
SMART-TD**

Road switchers established at San Augustine, Texas (milepost 120.4) will be protected out of Longview, Texas. These jobs may operate northbound on the Longview subdivision, beyond the 25-mile radius established by Article 16(a) of the trainmen's base agreement. The road switchers may operate northbound to and including milepost 153, near Tenaha, totaling 32.6 miles one-way. These road switchers may also operate westbound on the Union Pacific's Lufkin subdivision, via Tenaha, to and including milepost 174, which is Pilgrim's Pride, for an additional 2 miles one-way. The southbound operating limits will remain within the 25-mile radius.

Pay for this assignment will be miles run, with overtime being paid after eight hours, even though crews may operate in excess of 100 miles during the tour of duty.

The road switchers may, in addition to regularly assigned duties, be used to perform hours of service (HOS) relief within their assigned limits. When this occurs, the crew will be paid a 25 mile claim for each HOS train handled by the road switcher. Both pre and post 85' employees will qualify for the 25 miles, and the claim will not offset overtime or be considered a duplicate time payment.

Extra board employees called to protect temporary vacancies in excess of one day will be provided lodging and paid a daily meal allowance of \$40 (not subject to GWI's or COLA's).

Additionally, the provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during the tour of duty.

It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.

This agreement may be canceled upon ten days written notice by either party.

Signed and effective on December 9, 2016.

FOR THE BNSF RAILWAY CO.:

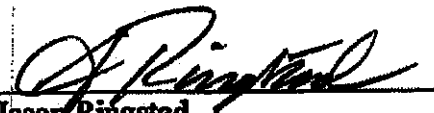


Milton Siegele  
Assistant Vice President, Labor Relations

FOR SMART-TD:



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



Jason Ringstad  
General Director, Labor Relations

**Side Letter #1 – SMART-TD Lacassine Road Switcher Agreement – Lodging and Meal Allowance**


Extra board employees called to protect temporary vacancies in excess of one day will be provided lodging and paid a daily meal allowance of \$40 (not subject to GWI's or COLA's).


This agreement may be canceled upon ten days written notice by either party.

Signed and effective on December 9, 2016.

**FOR THE BNSF RAILWAY CO.:**

**FOR SMART-TD:**

  
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Milton Siegle  
Assistant Vice President, Labor Relations

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

  
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Jason Ringstad  
General Director, Labor Relations