



Milton H. Siegele, Jr.
Assistant Vice President
Labor Relations

BNSF Railway Company
P.O. Box 961030
Fort Worth, TX 76131
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(817) 352-1068
(
Milton.Siegele@bnsf.com

Mr. Chad Adams
General Chairman SMART-TD
2027 South 61st St, Suite 125
Temple, TX 76504

July 27, 2017

Dear Chad:

Pursuant to our discussion on July 26, 2017, the following is understood:

- 1) SMART-TD's letter of cancellation regarding the Avondale Shuttle Agreement is rescinded, therefore the terms of that Agreement will be immediately reinstated.
- 2) It is understood that effective August 1, 2017, trainmen in the Lafayette to Avondale unassigned through-freight pool will be eligible for continuous heldaway-from-home terminal time (HAFHT) following sixteen (16) hours at the away-from-home terminal of Avondale. It is further understood that any future cancellation of the Avondale Shuttle Agreement will nullify any payment of continuous HAFHT.

If you agree, please signify with your signature below.

Sincerely,

Milton H. Siegele, Jr.

Agreed:

Chad Adams
SMART-TD General Chairman ATSF N/S

Date: 8/1/17



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G. D. Schaaf, Senior Vice Chairman
S. L. Bates, Junior Vice Chairman
C. A. Bell, Vice Chairmen Enginemen
R. W. Loyd, Secretary
Pam Neal, Office Manager

SMART Transportation Division GCA 393
(Conductors - Trainmen - Yardmen - Enginemen)
BNSF Railroad
Santa Fe Northern & Southern Divisions
C. J. Adams, General Chairman

P. O. Box 2050
Belton, TX 76513
(254) 742-1124
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utuadams@waco.twcbc.com

May 11, 2017
GO 393-21-17

M. H. Siegele, AVP
Labor Relations – BNSF Railway
PO Box 961030
Fort Worth, TX 76161-0030

Dear Sir:

It has come to my attention that due to the recent changes in TSP in and around Lafayette and Avondale, Louisiana that there will no longer be a need for the shuttle assignments at Avondale, Louisiana.

This change in business has left our membership in dire straits as they have been working in this location away from home on a consistent basis and have made living arrangements at Avondale and can no longer rely on consistent work.

It is my intention at this time to give my 15-day notice, as prescribed in section 14 of the Avondale Shuttle Agreement.

Yours truly,

A handwritten signature in black ink, appearing to read "C. J. Adams", with a long horizontal flourish extending to the right.

C. J. Adams
General Chairman, GO 393

cc: G. D. Casteel, Local 1957 Chairman

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

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

1. The basic daily rate shall be set at \$221.71 per day in addition to \$42.26 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 New Orleans terminal complex, including all railroad and yard locations, and the road territory to MP 56 east of Schriever.
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 Perform interchange.
 - 5.5 Perform helper service, i.e., shove trains.
 - 5.6 Make air hose couplings between cars and assist in or perform initial terminal inspection and air test.
 - 5.7 Perform Hours of Service Relief for any train within the defined limits.
 - 5.8 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.
 - 5.8.1 When assisting a road crew, the employee subject to the terms of this agreement shall become a member of that road crew.
 - 5.8.2 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.
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 specifically modified herein all other rules, agreements, understandings and practices remain in full force and effect.
13. 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.
14. 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:

