

**MEMORANDUM OF AGREEMENT**  
**Between The**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND**  
**TRAINMEN**  
**And The**  
**BNSF RAILWAY COMPANY**

- A. Pursuant to Carrier's Notice dated February 20, 2007, the switching limits at Beaumont, Texas are extended to include the switching limits at Silsbee, Texas on the Conroe Subdivision.
- B. Shuttle assignments may be established within the expanded Beaumont terminal, pursuant to the following conditions.
1. The basic daily rate shall be set at \$224.631, 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 four (4) 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 engineer 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. Personal leave days shall be paid at the basic daily rate of this Shuttle assignment.
8. Shuttle assignments shall be assigned for no less than five (5) days.
9. The Holiday Rule will apply to the Shuttle assignment.

10. Except as modified by this Agreement, the former Santa Fe Northern and Southern Divisions agreements provisions apply to the Shuttle assignment
11. Except as specifically modified herein all other rules, agreements, understandings and practices remain in full force and effect.
12. 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.
13. 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 BROTHERHOOD  
OF LOCOMOTIVE ENGINEERS AND  
TRAINMEN:

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### **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.