

**Memorandum of Agreement
Between the
United Transportation Union
And the
BNSF Railway**

1. Independent herder positions may be established at Barstow, CA.
2. The rate of pay for this position will be \$200.00 per day, subject to future general wage increases and COLA allowances, overtime on a minute basis at the rate of 1 and ½ times the established rate of pay.
3. Employees working these Independent Herder positions will not be paid air hose coupling and/or ETD pay.
4. The Independent Herders without additional compensation may:
 - 4.1 Move, turn, spot, and herd locomotives, including making air hose couplings between locomotives, as well as MU'ing locomotive consists.
 - 4.2 Handle and switch locomotives inside and outside the diesel service facilities.
 - 4.3 Perform the necessary work in connection with the handling of "DP" locomotive(s), including the processes of "linking" and "unlinking."
5. The intent of the agreement is to allow the more efficient movement of locomotives from the receiver tracks to the diesel service facilities. This agreement does not preclude the Carrier to require the herder to move locomotives from the diesel facility to other tracks within the confines of the Barstow yard.
6. Except as provided herein, all rules, practices and understandings remain in effect.

7. This agreement is subject to automatic cancellation by the service of a thirty (30) day notice of intent to cancel by either party upon the other party. The parties recognize that there are good reasons to enter into this understanding and in the event one party desires to cancel this agreement the parties commit to meet during the 30-day period in an effort to resolve the issue(s) driving service of the cancellation notice.

Signed at Barstow, California the 20th day of January, 200~~6~~ and effective the 1st day of February, 200~~6~~

Mike Sheehy
General Manager *by G.S.*

Chris Chrial
UTU Local 1694 *us 54*

[Signature]
General Director Labor Relations

W. E. [Signature]
General Chairman

APPROVED:

John Babler
Vice President UTU *us 54*