

MEMORANDUM OF AGREEMENT

Between
BNSF Railway
And
SMART-TD

The Parties agree to establish a multidirectional pool at Memphis, TN, to work interseniority district service between Memphis, TN and Birmingham, AL; Little Rock, AR; and Amory, MS. The following conditions will apply:

1. Establishment of New Service

A. A pool of trainmen will be established and maintained to handle traffic between the home terminal of Memphis, TN and the following away-from-home terminal locations:

- Birmingham, AL
- Little Rock, AR
- Amory, MS

This ID pool will protect all unassigned freight service, in all directions, within this territory including all routes and side trips.

B. Memphis trainmen in this service may operate through Memphis, on continuous operation without release, in order to receive/deliver their train to any location up to, and including the following locations:

- i. MP 528.82 (Holly Springs) on the Birmingham Subdivision
- ii. MP 454.5 (Drace) on the Thayer Subdivision
- iii. MP 281.4 (Turrell) on the River Subdivision

C. Memphis trainmen in this service may operate through Little Rock/Pine Bluff, on continuous operation without release, in order to receive/deliver their train to any location up to, and including the following locations:

- i. MP 357 to Haskell (MP 373) UP Little Rock Subdivision

D. If the Conductor/Brakeman's Extra Boards at Memphis are exhausted, the following fill steps will be used to supplement the Harvard Shuttle.

- i. First-out rested Thayer trainman at the away-from-home terminal of Memphis
- ii. First-out rested trainman in the Memphis consolidated pool

When so used, trainmen will be subject to the Harvard Shuttle Agreement including, but not limited to, pay structure and limits.

Note: See Side Letter No. 1

- E. This pool will operate under SLSF Agreement rules.
- F. With the concurrence of SMART-TD, BNSF may implement a fatigue management system such as, but not limited to, Earned Rest, Rest Cycles, Predictive Work Schedules (PWS), call windows, etc. that would govern the handling of the ID through freight service established herein. (See Side Letter No. 3)

2. Through Freight Service

- A. Except as otherwise provided in this agreement, trainmen will be called first-in, first-out at each terminal provided that the first-out trainman is rested under the Hours-of-Service Act. If there are no rested trainmen, then an extra trainman may be called to operate for one round trip under the provisions of this agreement.
- B. In the event there are two or more trains called with the same on-duty time, the first-out trainman will get their choice of assignment, then the second out trainman, etc.
- C. Memphis trainmen working under the terms of this Agreement will be positioned at the home terminal based upon their tie-up times.
- D. Memphis trainmen working under the terms of this Agreement will be positioned at the away-from-home terminals based upon home-on-duty times.
- E. When two pool trainmen are to be called for the same train (one to work and one to deadhead) if one of the trainmen is not rested and the other one is rested, the rested trainman will work the train and the unrested trainman will deadhead. Otherwise, applicable SLSF SMART-TD rules apply.
- F. Trainmen in this service may be deadheaded via van or train, unless emergency conditions warrant another mode of transportation.

NOTE: Emergency conditions includes acts of God, wrecks, washouts, derailments, fires, floods and mudslides which interferes with the operation of trains.

- G. Memphis trainmen called in this service will not be tied up between designated terminals, except when their movement is prevented (e.g., derailment of their trains), or their route to destination is obstructed or impassable (e.g., wrecks or washouts).
 - i. When a trainman is required to report for duty or is relieved from duty at a point other than the on and off duty locations established for this service, BNSF will authorize and provide suitable transportation and lodging.

- H. A trainman who is destined to another terminal (either the home or an away-from-home terminal) but is turned back short of the distant terminal for any reason will be paid a one-way trip (pertaining to the direction called) with overtime commencing after eight (8) hours (regardless of miles run). If the miles traversed are greater than that included in the one-way trip rate, the trainmen will be paid any additional miles using CA Code MS over and above the trip rate with no extension of the overtime threshold.

3. Extra Board

- A. A new Conductor's Guaranteed Extra Board will be created that will cover all trainman vacancies in accordance with SLSF Schedule rules. If the Conductor's Guaranteed Extra Board is exhausted, the vacancy will be filled in accordance with SLSF Schedule rules as if Memphis West and the Tupelo zone are a single district.

4. Hours of Service Relief and Short Turnaround Service

- A. Short Turnaround Service (STAS), in all directions will be performed under Article 30 Section H and the 2006 Letter of Understanding regarding short turnaround service.
- B. The Memphis extra board will be the primary source of supply for this service and if the extra board is exhausted, the following fill steps will be used:
- C. Pool crews used to perform turnaround service will be paid a one-way trip rate of the route traversed with overtime commencing after eight (8) hours (regardless of miles run). If the miles traversed are greater than that included in the one-way trip rate, the trainmen will be paid any additional miles using CA Code MS over and above the trip rate with no extension of the overtime threshold.

NOTE 1: If more than one route is traversed, the trainman will get the trip rate of the longest route traversed with overtime after eight (8) hours (regardless of miles run).

NOTE 2: If the STAS takes place solely between Memphis and Amory compensation will be handled in accordance with Side Letter No. 4

- D. This does not eliminate or modify any "not called" claim from an employee who should have been used when a crew performing short turnaround service is used in violation of the short turnaround restrictions contained in Article 30, Section H of the SLSF Conductor's and Brakeman's Schedule.
- E. If the trainman is tied up at the home terminal, they will be placed to the bottom of home terminal board based on their tie-up time.

- F. If the trainman is tied-up at the away-from-home terminal they will be placed first out (available after rested). A trainman who is used for STAS and tied-up at the away-from-home terminal will not be called for a subsequent STAS unless there are no other rested crews at the AFHT. If this occurs, the trainman will be deadheaded home after the conclusion of the second STAS service.
- G. This does not preclude BNSF from using its already established right under existing agreements, to use yard or shuttle trainmen to perform such work.
- H. Nothing contained in this agreement is intended to prohibit these ID pool trainmen from being used on trains that traverse only part of the specified territory, provided trainmen are then handled forward to the opposite terminal, or paid as if they had been. Likewise, nothing in this agreement is intended to prohibit these trainmen from combining trains or exchanging trains with other trainmen destined to the same terminal.

5. Called and Released

- A. When a trainman in this unassigned pool is called and released at any point after being called for service such trainman will be paid a one-way trip rate of the trip for which called and stand last out on the board.

Note: The above provision will also apply to extra board employees called for “cut in” turns who are called to perform service in this pool.

- B. If a trainman is called and released at the away-from-home terminal, either before or after time of going on duty, they will be paid a basic day and stand first out on the board. If rest is required, the trainman may be runaround without penalty until legally rested.

NOTE: A trainman called and released at the away-from-home terminal will continue to be on held-away from the trainman’s prior tie-up time until the trainman is called to perform service to the home terminal.

6. Vacancies and Lay Offs

- A. When trainmen in this pool layoff or a turn is unoccupied, the turn will be removed from the board. When the trainman returns from layoff, or a turn becomes occupied, the turn will be placed at the bottom of the working board.
- B. Vacancies in this pool shall be protected by the next following rested pool turn. If there are no available rested pool turns available, BNSF will call an extra board trainman on a “cut in” turn that will operate for one round trip and then be removed from the pool upon tie-up at the home terminal.
- C. When using displacement rights to place to this pool, conductors must first place to open turns; if none, they must displace the junior conductor in the pool.

- D. When trainmen assume permanent vacancies in this pool (in accordance with existing CBAs), the pool turn will be placed at the bottom of the home terminal board.
- E. Trainmen in this pool will not be allowed to lay off at an away-from-home terminal, except in case of emergency, such as illness or injury.

7. Pool Regulation

- A. Unless otherwise agreed to, this pool will continue to be regulated under current agreements.

8. Compensation

- A. Trainmen in will be compensated the following trip rates, subject to National Agreement provisions:

Conductors

	<u>Straight</u>	<u>Flip</u>
Memphis-Amory:	\$290.76	\$570.76
Memphis-Little Rock Version A:	\$405.60	\$1010.52
Memphis-Little Rock Version B (White Bluff):	\$728.02	N/A
Memphis-Little Rock Version C (Dexter):	\$990.29	N/A
Memphis-Birmingham:	\$502.66	\$1060.92

Brakemen

Memphis-Amory:	\$272.50	\$535.19
Memphis-Little Rock Version A:	\$380.22	\$947.72
Memphis-Little Rock Version B (White Bluff):	\$702.47	N/A
Memphis-Little Rock Version C (Dexter):	\$964.59	N/A
Memphis-Birmingham:	\$471.14	\$994.13

- i. If more than 294 miles are traversed while performing service under the Memphis-Little Rock Version (C) route above, trainmen will be paid any additional miles run in addition to the trip rate. Trainmen will claim those miles using CA Code MS.

Note 1: Note: These trip rates will remain subject to all future GWI's and COLA's.

Note 2: All overtime thresholds will be subject to the "overtime extension" component of the trip rate.

- B. Trainmen who are used to traverse through Memphis without release, as described in Paragraph 1(B) will be compensated the following trip rates, however, there will be no extension of the current overtime thresholds unless noted below:

Conductors

	<u>Straight</u>	<u>Flip</u>
Memphis-Amory:	\$515.58	\$795.58
Memphis-Little Rock Version A:	\$630.41	\$1235.34
Memphis-Little Rock Version B (White Bluff):	\$952.84	N/A
Memphis-Little Rock Version C (Dexter):	\$1215.11	N/A
Memphis-Birmingham:	\$727.96	\$1284.63

Brakemen

Memphis-Amory:	\$483.36	\$746.05
Memphis-Little Rock Version A:	\$591.07	\$1158.58
Memphis-Little Rock Version B (White Bluff):	\$913.33	N/A
Memphis-Little Rock Version C (Dexter):	\$1175.45	N/A
Memphis-Birmingham:	\$687.18	\$1217.85

Note 1: Note: These trip rates will remain subject to all future GWI's and COLA's.

Note 2: All overtime thresholds will be subject to the "overtime extension" component of the trip rate.

C. If a trainman is used to traverse through both the home and away-from-home terminal without release in the same tour of duty, they will be entitled to an additional 97.5 miles (to be paid over and above their trip rate) to be claimed using CA Code MS. Payment of this allowance will not result in the extension of the overtime threshold beyond that cited in Note 2 above.

D. Trainmen in this pool who perform shuttle service in accordance with 1(C) above will be compensated the corresponding BN Shuttle rate of pay for that service.

Note: These trip rates will remain subject to all future GWI's and COLA's.

E. Any pool trainman used in HOSR or STAS will be compensated a one-way trip rate of the route traversed with overtime commencing after eight (8) hours (regardless of miles run). If the miles traversed are greater than that included in the one-way trip rate, the trainmen will be paid any additional miles using CA Code MS over and above the trip rate with no extension of the overtime threshold.

NOTE: If more than one route is traversed, the trainman will get the trip rate of the longest route traversed with overtime after eight (8) hours (regardless of miles run).

F. Trainmen in this pool will be afforded continuous held-away after 16 hours at the away-from-home terminals.

G. Trainmen will be compensated for any side trips or lapbacks not included in the trip rates in accordance with SLSF Schedule Rules.

- H. Trainman required to deadhead in excess of 8 hours on duty will be allowed the trip rate plus actual time consumed in the deadhead over 8 hours (at the pro rata rate), in accordance with the SMART-TD 1985 National Agreement, Article VI.
- I. Any required familiarization trips will be compensated a Conductor's extra board guarantee day for each familiarization trip.

9. Meal period

- A. In order to expedite the movement of trains operating under this Agreement, trainmen will not stop their train to eat. All meal allowances will be included in these trip rates, so no additional compensation is due for a meal enroute.

NOTE: This does not preclude a trainman from seeking food items at retail locations in close proximity to where they may be standing in the clear awaiting other rail traffic, or for unforeseen reasons, so long as this does not create undue delay to the operation. It is understood that the trainmen will be required to obtain permission from the dispatcher prior to leaving the train to obtain food. Should this request be denied, no penalty is due.

10. Lodging and AFHT Meals

- A. Suitable lodging (as defined by the 7/16/80 OPS-27-80 BN/UTU Lodging Agreement) shall be provided for trainmen tied up at their away-from-home terminal.
- B. Trainmen who are performing this interdivisional service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, as amended.

11. Equity

- A. Handling of equity is addressed in Side Letter No. 2 appended hereto.

12. Protection

- A. Any trainman adversely as a result of the implementation of the original Article IX notices served on June 5, 2017 will continue to receive the protection afforded under Article IX, Section 7 of the 1985 UTU National Agreement.

13. Savings Clause

Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of agreements or schedule rules as implemented between BNSF and SMART-TD.

This agreement shall take effect on December 12, 2023, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:

For SMART-TD:



M. Beasley Coke
AVP Labor Relations



J. M. LaPresta
General Chairman, SMART-TD

Side Letter No. 1 – Harvard Shuttle

It is agreed that the current limits of the Harvard Shuttle will be amended to:

- i. MP 446.2 (Calder) on BNSF Thayer South Subdivision
- ii. MP 528.3 (Holly Springs) on BNSF Birmingham Subdivision
- iii. MP 264.6 (Wilson) on BNSF River Subdivision
- iv. MP 26.9 (Heth) on UPRR Brinkley Subdivision
- v. MP 349.1 (Smithdale) on UPRR Memphis Subdivision
- vi. MP 377 on CNIC Fulton Subdivision

The remainder of the Harvard Shuttle Agreement will remain unchanged.

It is understood that Paragraph 12 of the Memphis Multidirectional Pool Pilot will apply to shuttle jobs in connection with this change.

Side Letter No. 2 – Equity

Where equity management exists, the pool will be governed utilizing the “pure pull” equity arrangement:

1. At each terminal, a crew board having a "primary" and "secondary" list will be maintained in the manner described below:
 - a. The "primary" list at each terminal will be the list from which pool crews will be called in turn, to work or deadhead to the other terminal (except as provided in Section 1(i) and 1(j) below).
 - b. The "secondary" list will be a list of pool crews who are at their home terminal and have not been advanced to the primary list pursuant to the provisions of Section 1(f).
 - c. Each pool crew arriving at their home terminal will be placed at the bottom of the “secondary” list except when entitled to restoration of turn.
 - d. Each pool crew arriving at their "away-from-home" terminal will be placed at the bottom of the "primary" list except when entitled to restoration of turn.
 - e. Each "primary" list will have a "quota" which will be established in the following manner: Initially the designated BNSF Officer and the Local Chairmen (or their designees) will coordinate to specify the number of crews which should normally be on the primary list.

NOTE: This quota will include only the number of crews that should be on the primary list at any given time and shall not include crews on line-of- road or crews at the away-from-home terminal.

- f. Once the "primary" count for a specific home terminal is below the designated "quota", a home terminal pool crew on the secondary list will be moved to the bottom of the primary list.

EXAMPLE #1:

At Terminal "A", there are twenty pool crews assigned. The number of pool crews designated for the "primary" list (the quota) is five and there are five pool crews with Home Terminal "A" on the primary list.

Once a home-terminal crew is called on duty, the first out pool crew on the "secondary" list would be immediately moved to the bottom of the "primary" list since, if this were not done, there would be only four home terminal pool crews in "primary" status which would not fulfill the quota.

EXAMPLE #2:

The same scenario as Example #1 except the quota has been reduced from five to four. In this case, in order to achieve the new quota of four, a home terminal crew is not moved from the secondary list to the primary list when a home-terminal crew is called.

EXAMPLE #3:

The same scenario as Example #1 except the quota has been increased from five to six. In this case, in order to achieve the new quota of 6, a home-terminal crew is immediately moved from the secondary list to the primary list without waiting for a home-terminal crew to be called.

- g. The designated BNSF Officer and Local Chairmen (or their designees) will review the starts attributable to each terminal at least once each week and make arrangements for equalization.

NOTE: It is understood that these reviews and adjustments may, by necessity, need to occur more often than once per week.

- h. The maximum number of pool crews (i.e., "quota") that will be on the primary lists at both Terminals will be initially determined and later changed (from time to time as service requirements and crew availability changes) through negotiations between proper BNSF Officers and the Local Chairman or their designated representatives. This quota may be different at each terminal.
 - i. Pool crews may be called to deadhead "out of turn" from the away-from-home terminal, at any time after arrival, regardless of their standing in relation to home terminal pool crews and the normal pool rotation, except that pool crews must be called first-in/first-out in relation to other ID pool crews with the same home terminal.
 - j. Pool crews may be called to deadhead out of the home terminal "out of turn", regardless of their standing in relation to away-from-home terminal pool crews and the normal pool rotation, except that pool crews must be called first-in/first-out in relation to other ID pool crews with the same home terminal.
2. Total trip miles, both working and deadheading, will be treated as equals in the equalization.
 3. If a deficit occurs as a result of one crew base not protecting their equity (e.g., excessive layoffs), the mileage will be forfeited. Before any forfeiture occurs, the parties will meet and discuss.

Side Letter No. 3 – Fatigue Mitigation

Unless otherwise agreed to, the following fatigue mitigation systems may apply:

1. Fatigue Mitigation for the Memphis Multidirectional Pool

- A. A trainman who accumulates four (4) consecutive starts (including deadheads) will be afforded the option to book either twenty-four (24) or forty-eight (48) hours of rest.
 - i. It is understood that if the trainman is at the away-from-home terminal following their fourth (4th) start then they will be afforded the option of twenty-four (24) or forty-eight (48) hours of rest at the home terminal after their fifth (5th) start.
 - ii. Flip trips/STAS trips count as one (1) start.
 - iii. Any trainman who chooses not to book extra rest will not be afforded the opportunity again until an additional four (4) consecutive starts have been accumulated (i.e., 8, 12, etc.).
 - iv. Any layoff event, paid or unpaid, that takes place will result in the trainman's start count being reset to zero (0). For purposes of this rest option only, having over twenty-four (24) hours off between starts will not reset the count.
- 2. SMART-TD and BNSF will work together to ensure that the pool is properly staffed to accommodate this fatigue mitigation program.



Side Letter No. 4 – Memphis-Amory STAS Settlement

December 26, 2019

Carrier File No. 55-19-0020P
Organization File No. M853-136-19

Through various conversations we agreed to the following in regards to future handling of 2B claims at Memphis (under December 4, 2018 pilot agreement) on the Amory Subdivision.

When crews perform multiple STAS in the direction of Amory they could qualify for a 2B claim(s) if the following conditions are met:

- Only traveled in the direction of Amory
- Must depart Memphis again to generate 2B claim
- Cannot claim 2B if paid the Birmingham trip rate with OT after 8'
 - To qualify for Birmingham trip rate must travel past Amory (MP612.3)
- Cannot claim 2B if traveled to Amory and back to Memphis
 - Due the short pool flip rate (Memphis-Amory) not a 2B

In reference to the tickets listed above, BNSF has processed the tickets and your office was notified of payment.

Sincerely,

Salvatore Macedonio/RT