

MEMORANDUM OF AGREEMENT

Between
BNSF Railway
And
SMART-TD

The Parties agree to establish a pilot for a multidirectional pool at Memphis, TN, to work interseniority district service to Birmingham, Little Rock, and Amory.

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 freight service, in all directions, within this territory including all routes and side trips.

B. Memphis trainmen in this service may operate through Memphis without release for the purposes of delivering or receiving their own train to/from 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
- iv. Haskell (MP 373) UP Little Rock Subdivision

C. 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 #1

D. With the concurrence of SMART-TD, BNSF may implement a fatigue management system such as, but not limited to, 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)

E. This pool will operate under SLSF Agreement rules.

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 has had rest under the Hours of Service Act. Should there be no trainmen who are rested, then an extra trainman may be called to operate for one round trip under the provisions of this agreement.

B. Memphis trainmen working under the terms of this Agreement will be positioned at the home terminal based upon their tie-up times.

C. Memphis trainmen working under the terms of this Agreement will be positioned at the away-from-home terminals based upon home-on-duty times.

D. When two pool trainmen are to be called out of the away-from-home terminal 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.

E. 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.

F. 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).

G. 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.

H. A trainman turned back to the home terminal short of the distant terminal for any reason will be paid a one-way trip rate of applicable route (subject to all future GWI and COLA) with overtime commencing after eight (8) hours (regardless of miles run).

3. Extra Board

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/Short Turnaround Service

A. Short Turnaround Service (STAS), in all directions will be performed under Article 30 Section H.

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:

i. UTF Pool or First-In, First-Out 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).

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).

ii. PWS Pool:

If a PWS trainman is used in this manner, he/she will be paid a round trip at the rate of their last working trip. These trainmen will not be subject to call until their next PWS call window.

C. In the event there are no trains available when a PWS crew reports for duty, BNSF may use these crews for short turnaround service when extra board and UTF trainmen are available.

D. This does not eliminate or modify any "not called" claim from a pool 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, shuttle or extra board 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.
- 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 and thereby create a temporary vacancy, their turn will be removed from the board. When the trainman returns from layoff, their turn will be placed at the bottom of the working board.

NOTE: Layoffs resulting in permanent vacancies as defined by applicable CBA's will continue to be handled by the terms outlined in those CBA's.

- B. Temporary 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 Conductors assume permanent vacancies in this pool, the pool turn they exercise their seniority to will be placed at the bottom of the home terminal board.

7. Pool Regulation

- A. The number of PWS turns in these pools will be determined by BNSF (following consultation with the designated SMART-TD representative) prior to the start of the bulletin period for the PWS schedules.
- B. Unless otherwise agreed to, the UTF portion of this pool will continue to be regulated under current mileage agreements.

Note: The Parties will work together to ensure proper pool regulation, taking into consideration earnings and adequate time off.

8. Compensation

- A. Trainmen in will be compensated the following trip rates:

Conductors

	<u>Straight</u>	<u>Flip</u>
Memphis-Amory:	\$238.92	\$467.88
Memphis-Little Rock Version A:	\$305.92	\$778.96
Memphis-Little Rock Version B (White Bluff):	\$569.80	N/A
Memphis-Little Rock Version C (Dexter):	\$784.44	N/A
Memphis-Birmingham:	\$412.19	\$869.86

Brakemen

Memphis-Amory:	\$223.92	\$438.75
Memphis-Little Rock Version A:	\$286.78	\$730.61
Memphis-Little Rock Version B (White Bluff):	\$550.51	N/A
Memphis-Little Rock Version C (Dexter):	\$765.04	N/A
Memphis-Birmingham:	\$386.38	\$815.21

- 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 GWT'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:	\$422.91	\$651.87
Memphis-Little Rock Version A:	\$489.91	\$962.95
Memphis-Little Rock Version B (White Bluff):	\$753.79	N/A
Memphis-Little Rock Version C (Dexter):	\$968.43	N/A
Memphis-Birmingham:	\$596.58	\$1052.95

Brakemen

Memphis-Amory:	\$396.49	\$611.32
Memphis-Little Rock Version A:	\$459.35	\$903.17
Memphis-Little Rock Version B (White Bluff):	\$723.08	N/A
Memphis-Little Rock Version C (Dexter):	\$937.61	N.A
Memphis-Birmingham:	\$563.19	\$998.30

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 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.

C. Any pool trainman used in HOSR or STAS will be compensated in accordance with the April 10, 2012 Letter of Understanding.

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

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

F. 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.

10. Familiarization

A. For the initial 90 days of operation, any required familiarization trips will be compensated at the conductor trip rate of the assignment for which called to familiarize. After being compensated for familiarization trips at Memphis, a trainman must work a road assignment at the Memphis source of supply for 30 days, unless they are unable to hold a road assignment at the Memphis source of supply.

- B. Following the initial 90 days, any trainman who is force assigned to the consolidated pool or extra board at Memphis will be afforded paid familiarization.

11. 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 are included in the trip rates, so no additional compensation due for a meal en route.

NOTE: This does not preclude a trainman from seeking food items at retail locations in close proximity to where they may be standing 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.

12. 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 ID pool trainmen tied up at their away-from-home terminal.
- B. ID pool trainmen who are performing this ID pool service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, as amended.

13. Equity

- A. Handling of equity is addressed in Side Letter #2 appended hereto.

14. Protection

Any trainman adversely affected as a result of the application of this agreement shall receive the protection afforded under Article IX, Section 7 of the 1985 UTU National Agreement.

15. Modification 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 4, 2018 and shall remain in effect for a minimum of 120 days. After the initial 120 days, either Party may cancel this pilot by giving 15 days' advanced written notice to the other Party. The Parties agree to discuss this pilot every 30 days for the duration of the pilot.

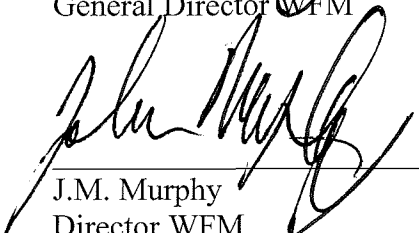
For BNSF Railway Company:



M.H. Siegele, Jr. *mhc*
AVP Labor Relations




M. Beasley Coke
General Director WFM



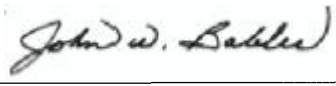
J.M. Murphy
Director WFM

For SMART-TD:



J. M. LaPresta
General Chairman, SMART-TD

Approved by:



J.W. Babler
International Representative 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 14 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:

A. Predictive Work System (Optional):

Some percentage of the total turns needed to protect service in this multidirectional pool may be under a Predictive Work Schedule (PWS). The exact number of PWS turns will be determined by BNSF after consultation with the designated SMART-TD representative, and may change to reflect traffic conditions.

- i. Approximately half of the PWS turns identified in Section 3(A)(i) may be designated as “adjustment turns”.

NOTE: Adjustment turns will be removed or added on the agreed upon board adjustment day to reflect a change in traffic conditions. The bulletin for the PWS pool will specify which turns are adjustment turns.

- ii. PWS trainmen will be provided a schedule of their on-duty times for 8-12 weeks in advance, unless otherwise agreed to. BNSF retains the right to call the PWS trainman to report for service up to two (2) hours prior to their scheduled on-duty time or two (2) hours after their scheduled on-duty time. If the PWS trainman receives no call from BNSF, they are to report for duty at the end of this four (4) hour window.

Example: PWS Trainman Jones has a scheduled on duty time at 1500 hours on August 1, 2017. PWS Trainman Jones is responsible for protecting any calls for service with an on-duty time between 1300 and 1700 hours.

If no call for service is received, PWS Trainman Jones is required to report for duty at 1700 hours on August 1, 2017.

- iii. These trainmen will not be subject to call until their next PWS on-duty window, except for in emergency.
 - a. In case of emergency or obstructions (which includes acts of God, wrecks, washouts, derailments, fires, floods, and mudslides which interfere with the operation of trains), the Division General Manager (or their designee, i.e. Superintendent or Terminal Manager) will immediately notify all relevant parties that an emergency has affected the PWS assignments. BNSF will notify those immediately affected and discuss with the relevant parties that adjustments will need to be initiated to suspend PWS turns until service is restored and PWS can be reinitiated.

- iv. When displacing to PWS service, the displacing trainman must displace the junior trainman in PWS service.

NOTE: This provision does not affect or limit agreement provisions related to the filling of permanent engineer vacancies. Demoted engineers will still be required to fulfill promotional obligations in accordance with existing agreements.

- v. Trainmen are required to work at least one compensated trip prior to being allowed to bid off. The vacated position will be filled by the trainman bid system using the applicable pool board.
- vi. Trainmen assigned to PWS turns may not bid to other PWS turns.
- vii. A PWS trainman can bid out of the PWS service and later bid back into the PWS service to fill subsequent vacancies.
- viii. During the course of this pilot, it is understood there will be no force assignments to a bulletined PWS pool turn. Any bulletined PWS pool turn not filled will be placed in unassigned through freight (UTF) service.

B. Earned Rest for Unassigned Through Freight (UTF) Service (Optional)

- i. 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.

NOTE 1: 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. Flip trips count as one (1) start.

NOTE 2: Any trainman who chooses not to book extra rest will not be afforded the opportunity again until an addition four (4) consecutive starts have been accumulated (i.e., 8, 12, etc.).

NOTE 3: 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.

- C. If either Party wishes to change/cancel the fatigue mitigation system applying to this pool, they may serve a ten (10) day notice upon the other. It is understood the Parties will meet prior to any changes taking effect.