

# MEMORANDUM OF AGREEMENT

BETWEEN

BNSF RAILWAY

AND

SMART-TRANSPORTATION DIVISION

RE: Uniform Yard Bid & Bump Rule

The purpose of this Agreement is to modify existing Agreement Rules only to the extent necessary to provide as much "programmability" as possible in the assignment of yard positions operating under the so-called bid and bump system. This Agreement will be made available at any location under the jurisdiction of SMART-TD General Committee GO-001 wishing to adopt these conditions. Where adopted, this Agreement will supersede all agreements (including local agreements and practices) with which it conflicts and only modifies existing agreements to the extent set forth. All other schedule rules, agreements and/or other rights remain in effect.

1. Permanent yard vacancies, including the extra board will be bulletined for five (5) 24-hour periods from the date and time posted. The senior applicant will be immediately assigned.
  - a) Regularly assigned employees (including those assigned to temporary vacancies) will not be permitted to mark to permanent vacancies while they are under bulletin.
  - b) Employees who have been displaced may mark to a permanent vacancy under bulletin with the understanding that the move constitutes a bid on the assignment and that it cannot be withdrawn. If the employee is not the senior bidder when the assignment is awarded, the employee will revert to displaced status.
  - c) An employee who was absent during the entire bulletin period of a permanent vacancy may elect to displace a junior employee from the assignment upon his or her return, provided that they mark to the assignment with 24 hours of their return or before being placed on duty for their next paid trip, whichever comes first.
  - d) Except at locations where rest cycles or rest days are in place on the yard extra board, employees cannot bid from one assignment to another on the same extra board.
  - e) Bulletins that advertise new permanent vacancies will include information as to: the hours of the assignment, point for going on and off duty, days of the assignment, rest days, and a general description of regular service to be performed.

- f) Where a yard assignment (including single positions) is worked for more than 3 consecutive days on the same shift, it will be considered a new assignment and will be bulletined (in accordance with Section 1) and manned beginning the fourth day.
  - g) A regular run or extra board assignment that is known to be vacant 30 days or more or has been vacant for a period of 30 calendar days or more, will be considered a permanent vacancy and will be bulletined and assigned in accordance with Section 1. The SMART-TD Local Chairman with proper jurisdiction will advise crew management when it is known that a vacancy will be more than 30 days so the bulletin can be timely posted.
  - h) In the event there is no bid received for a bulletined yard vacancy, other than extra board positions, the most junior employee on the primary extra board protecting such service will be assigned.
  - i) When an engineer qualified (ground) yard service employee is drawn into the engineer's quota for a period of 20 days or less before being reduced from the engineer's quota, he will return to his previous (ground) yard service assignment.
  - j) If an engineer qualified (ground) yard service employee is drawn into the engineer's quota for a period of more than 20 days before being reduced from the engineer's quota, he will be considered a "free agent" with bump rights when subsequently reduced to ground service (this with the requirements and restriction concerning road-yard, yard-road movements, if any.)
2. Effective with the implementation of this Agreement, employees who have been permanently assigned to the same assignment (including extra boards) in excess of 30 days, will be allowed to exercise their seniority to another assignment.
- a) Employees may voluntarily give up a regular yard assignment to displace a junior employee. If exercising seniority to a yard extra board, the employee must displace the most junior employee on that extra board. An open position(s) under bulletin is considered the junior employee on that extra board. If more than one open position, the employee will have his choice of positions.
  - b) Except at locations where rest cycles or rest days are in place on the yard extra board, exercise of seniority under the 30-day bump provision may not take place within the same extra board on which the employee is currently assigned.
  - c) An employee giving up an assignment will utilize BNSF's preferred technology to make their 30-day bump. The employee will be moved immediately by the system to his/her new assignment and the employee's previous assignment will be bulletined and assigned accordingly.
  - d) An employee giving up their assignment from an outlying location under this Agreement will not be allowed deadhead pay.

3. Temporary vacancies in yard service will be governed by the following:

- a) As soon as the system recognizes a vacancy of at least 5 or more consecutive work days, that vacancy will become a "claimable" vacancy and a regularly assigned (including the extra board) employee may place to the temporary vacancy immediately.
- b) If other known vacancies exist, the SMART-TD Local Chairman with jurisdiction can contact the crew office and those vacancies will be considered a "claimable" temporary vacancy.
- c) An employee accepting a temporary vacancy under this rule will fill such vacancy until the regularly assigned employee returns to service, at which time the temporary employee will return to his regular assignment.

Note: An employee may make a bid on a bulletined permanent vacancy at any time while filling a temporary vacancy. If the employee is the successful applicant to a bulletined permanent vacancy, the employee will be immediately assigned to the new assignment unless he advises he intends to remain on the temporary vacancy to its conclusion.

- d) Employees displaced from their permanent position while on a temporary vacancy must, upon completion of the temporary vacancy, exercise their seniority to another permanent position and make one trip on their new assignment prior to marking to another temporary vacancy.
- e) An employee must actually hold a regular assignment in yard service at the location (source of supply) involved before marking to a temporary vacancy under this rule.
- f) A senior employee displacing a junior employee from a temporary vacancy must do so in advance of the standard call time at the location.
- g) An employee displaced from a permanent assignment while filling a temporary vacancy must remain on the temporary vacancy until relieved in accordance with Paragraph (c) above. Employees will not be required to exercise seniority until released from their temporary assignment.
- h) Should an employee be absent from a temporary assignment for any reason such absence(s) will not be considered to have broken the continuity of the temporary vacancy.
- i) If employees mark to a temporary vacancy at an outside point, no deadhead payment will be generated or made.
- j) Paragraph 3 (a) does not contemplate that a second temporary vacancy will be created when an employee lays off while filling a temporary vacancy.

- k) When moving from a permanent assignment to a temporary vacancy those days on which the employee is working the temporary assignment will be included in the calculation of the 30-day requirement out lined in Section 2 above.
- l) The absence of any employee from an extra board, for any reason, will not create a temporary vacancy on that extra board, and may not be marked to under any circumstances (there are no temporary vacancies on an extra board).

4. Road/Yard Hold Down:

- a) At locations where this Agreement has been adopted, when an employee voluntary exercises seniority (i.e., bids or bumps) into yard service, he will be required to remain in yard service for a period of 30 days or until his seniority in that craft is exhausted, whichever occurs first. In other words, if a man assigned to road service bids or bumps into yard service, he may not bid or bump back to road service for 30 days except if he can no longer hold any position in yard service at that location.

The parties understand that existing Crew/Support programming is incapable of handling all of the revised Yardmen movements. Until revised programming becomes available, the SMART-TD Local Chairman of jurisdiction will have to advise Crew/Support of proper application and handling of issues such as known vacancies in excess of 30-days.

This Agreement becomes effective April 1, 2014, and continues in effect subject to cancellation under the provisions of the Railway Labor Act, superseding any provisions of previous agreements to the contrary.

Signed at Ft. Worth, TX, this 18<sup>th</sup> day of March 2014 and will be effective 1<sup>st</sup> day of April 2014.

  
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Milton H. Siegele, Jr.  
AVP, Labor Relations

  
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R. S. Knutson  
General Chairman, SMART-TD

  
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Roger A. Boldra  
General Director, Labor Relations

## Agreed-to Questions and Answers to the Uniform Yard Bid/Bump Rule

### Questions specific to Section 1 (Bulletining Assignments)

**Q-1.1** Under Section 1, are bulletined vacancies in yard service closed and assigned at the conclusion of (5) 24-hour periods?

**A-1.1** It was understood that the bulletin would be posted for a minimum of (5) 24-hour periods but will be closed and assigned on a consistent basis at each terminal.

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**Q-1.2** Under Section 1 (b), how long does an employee have to exercise his seniority if he was not the senior bidder on the bulletined position?

**A-1.2** The employee has the full 48 hours to exercise his seniority.

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**Q-1.3** Under Section 1(c), what is meant by the phrase "placed on duty"?

**A-1.3** For regularly assigned yardmen, it means 90 minutes before the on-duty time of his assignment. For extra yardmen, it means accepting a call for service.

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**Q-1.3** Under Section 1(g), is the employee required to remain in the outlying assignment in no-bid, force assignment situations?

**A-1.3** No, the restriction only applies in voluntary assignment by displacement or bid.

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**Q-1.4** Under Section 1(h), how will force-assignments be handled if there is no employee on "the primary extra board protecting such service" available for force-assignment?

**A-1.4** In that case, the most junior employee on the conventional yard extra board will be assigned.

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## Questions Specific to Section 2 (Exercising Seniority)

**Q-2.1** Can a Yardman use a 30-day bump to displace to yard and/or road positions at any location where the employee holds seniority?

**A-2.1** No. It was agreed that the 30-day bump provided in Section 2 can only be used to displace to yard and/or road positions which are also covered by a similar self-generated bump provision.

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**Q-2.2** Can extra board employees utilize their 30-day bump after called for service on an outside assignment?

**A-2.2** No. Once the extra board employee is called for an outside assignment, the employee must protect the assignment and may utilize their 30-day bump after returning to the extra board.

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**Q-2.3** Under Section 2(a), is the employee riding a bulletin considered the junior employee on the extra board?

**A-2.3** No. The employee must displace the junior yardman on that board including this employee but not excluding others.

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**Q-2.4** Under Section 2a, employees utilizing a 30-day bump are required to displace the most junior employee on a yard extra board. Are employees with full displacement rights likewise required to bump the most junior employee on an extra board?

**A-2.4** Yes. The intent of the parties was that all displacements to a pool or extra board be the most junior employee.

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**Q-2.5** Do existing Schedule rules providing that an employee can give up his assignment and revert to another assignment or extra board continue in effect.

**A-2.5** No. Such rules are superseded by the 30-day bump provision contained in Section 2(a) hereof.

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## Questions Specific to Section 3 (Temporary Vacancies)

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**Q-3.1** TVA questions based on the facts below;

- Employee A (permanently owns Job X) goes on three weeks of vacation
- Employee B (permanently owns Job M) claims the TVA on job X
- Employee B goes on one week of vacation after protecting the TVA on job X for three days

Question #A - When will Job M be available for TV?

Answer #A – As soon as the system recognizes a vacancy of at least 5 or more consecutive work days, or the SMART-TD Local Chairman with jurisdiction contacts the crew office about another “known” vacancy.

Question B - Does Job X open up for TV when employee B goes on vacation?

Answer B – No, sections 3c and 3j do not allow for more than one person to be TVA'd to any one job for any reason. According to the agreement, employee B must return to the TVA on job X when he returns from one week vacation.

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**Q-3.2** Does an employee who places to a TV from the extra board qualify for guarantee pay for the day which he leaves the extra board and the day that he returns to the extra board from the TV?

**A-3.2** The employee's extra board guarantee would be reduced one day for each calendar day movement. In other words, the extra board employee guarantee would be reduced one day when he voluntarily left the extra board for the TVA and one day when he voluntarily returned to the extra board from the TVA.

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**Q-3.3** Can a road service employee place to a TV when that position is on the assigned rest days?

**A-3.3** No. The intent of the TV was to allow the employee to work the more desirable job and placing on the rest day leads to manpower unavailability rather than job preference.

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**Q-3.4** Can an employee TV to a job that is on duty?

**A-3.4** No.

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**Q-3.5** Under Section 3(b), can the local chairman deem a subsequent vacancy created by an employee who places on a TV to be “claimable” prior to 6 days?

**A-3.5** Yes.

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**Q-3.6** When an employee is displaced from a TV, how is that employee handled?

**A-3.6** Under Section 3(c), an employee released from a TV will return to his regular assignment. Crew support will make one courtesy call to advise the employee that he is placed back on his regular assignment. And, the employee can request a push alert for "Notify me when my projected on duty time changes by XX hours" and will be provided an informational notification that he has been displaced and must be available to protect his regular assignment when it is called for service. Or, the employee simply watches the board to know when is returned to his regular assignment.

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**Q-3.7** Under Section 3(c), must the returning employee perform service before he is considered "return(ing) to service", thus triggering the release of the TVA holder?

**A-3.7** No. The TVA holder will be released when the incumbent marks up for service.

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**Q-3.8** Can an employee place to a TV at an outside location?

**A-3.8** Yes as long as the outside location is protected by the employee's home terminal and is the source of supply for that location. See Section 3(l).

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### Questions Specific to Section 4 (Road/Yard Hold-down)

**Q-4.1** Does this agreement modify existing Rules restricting moving between road and yard or yard and road?

**A-4.1** Yes, such restrictions, where they existed, are superseded by Section 4 of this Agreement.

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Side Letter #1

Dear Mr. Knutson:

In connection with the Uniform Yard (Bid/Bump) Assignment Rule, we agreed that the following will apply at locations where the Uniform Yard (Bid/Bump) Assignment Rule is adopted.

In instances where yardmen are called from the yard extra board to fill emergency vacancies in road service, all earnings made as a result of that cross utilization will not be used to offset the employee's extra board guarantee as set forth in Article III of the November 1, 1993 Crew Consist Agreement and is payable over and above such guarantee.

If the above correctly recites our understanding, please indicate your concurrence in the space provided below, returning a copy for my files.

Sincerely,



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Milton H. Siegele, Jr.  
AVP, Labor Relations

Accepted:



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R. S. Knutson  
General Chairman GO-001

Side Letter #2

Dear Mr. Knutson:

In connection with the Uniform Yard (Bid/Bump) Assignment Rule, we agreed that the following will apply at locations where the Uniform Yard (Bid/Bump) Assignment Rule is adopted.

All regular road assignments which currently come under National Paid Holiday Rule will also be entitled to personal leave days as prescribed in the Crews Consist Agreement in effect on that property, including any limitation on the yearly aggregate of holidays and personal leave days.

If the above correctly recites our understanding, please indicate your concurrence in the space provided below, returning a copy for my files.

Sincerely,

  
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Milton H. Siegele, Jr.  
AVP, Labor Relations

Accepted:

  
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R. S. Knutson  
General Chairman GO-001