

## **MEMORANDUM OF AGREEMENT**

**BETWEEN**

**BNSF RAILWAY**

**AND THE**

**SMART-TD**

In recognition of the mutual benefits of expediting the movement of traffic between Richmond, CA and Bakersfield, CA, the following provisions are agreed to concerning the operation of through freight assignments headquartered at Richmond, CA:

1. A pool of trainmen may be established and maintained at Richmond, CA, pursuant to current schedule rules, sufficient to man the service between the terminals of Richmond and Bakersfield.
  - 1.1. For the purpose of this agreement, Richmond is the home terminal and Bakersfield is the away-from-home terminal.
  - 1.2. These pool freight crews will operate through the terminals of Stockton, Riverbank and Fresno.
  - 1.3. Crews in interdivisional service will not be required to perform non-interdivisional service.
2. Employees in this service shall operate first-in/first-out at the home and away-from-home terminal.
  - 2.1. Conductors who are run around enroute or at the away from home terminal will be entitled to restoration of turn in accordance with existing schedule rules.
3. The Parties agree that the current FIFO pool rotation is agreed to (i.e., marked to the bottom of the board upon markup from layoff). This is without prejudice to either Party's position on this matter:
  - 3.1. Extra service (e.g., build up turns or temporary vacancy created by layoff) at the home terminal shall be filled from the Richmond conductors' extra board.

- 3.2. In the absence of an extra board employee to fill a vacancy in the pool the job may be offered to the senior available conductor who is not on the "No Call" list.
- 3.3. Conductors working under the terms of this agreement will be positioned at the home terminal based upon their tie-up times.
- 3.4. Conductors working under the terms of this agreement will be positioned at the away-from-home terminals based upon home-on-duty times.
4. Except in cases of emergency, employees in this service shall only lay-off and report for service at the home terminal only:
  - 4.1. Temporary vacancies at the away-from-home terminal shall not be filled. The vacancy shall be returned to the home terminal and assume normal rotation at Richmond.
5. The district miles for this service shall be: 301 miles. The parties commit to having a trip rate developed for this service prior to implementation.
6. It is intended that this pool shall initially cover specifically identified trains. In the event one of these trains is significantly off schedule, BNSF may at its discretion, substitute another train in order to efficiently manage crews in the pool.
  - 6.1. When a train is submitted in this pool, the lineup and V.R.U. system must indicate that the submitted train is going to be assigned to the long pool at least 24 hours in advance of on-duty time.
  - 6.2. Trains may be added or removed from this pool by service of a seven-day notice to the General Chairman and the Local Chairmen involved so that they may adjust pool regulation as necessary.
7. If a conductor in this pool expires under the hours of service law, the conductor shall be paid, on a minute basis, for all time consumed between the hours of service expired and the departure of transportation to the objective terminal.
8. Held-away: Conductors at the away-from-home-terminal will be placed under pay at the hourly rate of the last service performed after sixteen (16) hours off duty. Pay will be continuous until placed on duty at the AFHT.

9. Pool conductors called in this pool will not be tied up between terminals or turned back to the initial terminal, except when their movement is prevented (e.g., derailment of their train) or their route to destination is obstructed or impassable (e.g., wrecks and washouts). If the conductor is returned to their initial terminal for these reasons, they shall be paid continuous miles for the trip until return (but not less than the trip rate), or hours, whichever is greater. Additionally, the conductor may be restored to first-out position (after obtaining full rest) by calling Crew Management and requesting to be placed first out immediately upon tie-up.
10. In connection with relieving pool freight crews in this service tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:
  - 10.1. This ID pool and extra board will provide hours of service relief for trains in this pool. The Stockton extra boards may also be used on trains at or between Richmond and Stockton. Fresno extra boards may also be used on trains at or between Fresno and Bakersfield.
11. Conductors in this service shall receive a Code 09 meal if on duty either (8) hours or less, or a Code 41 meal if on duty in excess of eight (8) hours, for each service trip, or combined service trip.
12. Conductors in this service may advance their vacations so as to coincide with layover days at the home terminal.
13. Conductors (both pre and post-1985) in this service may be moved from one train operating in this pool to another train operating in this pool which is travelling in the same direction. Conductors will be paid an allowance of one (1) hour at the basic through freight rate for each occurrence. Conductors may not be moved to a train traveling in the opposite direction.
14. Conductors shall be allowed a meal allowance, at the rate provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
15. All miles run in excess of the miles encompassed in the basic day shall be paid for at the current conductor-only overmile rate. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
16. When a conductor in this pool is called and released, after time of going on duty, but before road trip commences, such conductor will be paid a basic

day and stand first out, after receiving legal rest. When a conductor in this pool is called and released before going on duty (released 44 minutes or less prior to on-duty time), such conductor will be paid one-half of a basic day and stand first out:

16.1. No payment is due when there is a documented call attempt to release the conductor at least 45 minutes prior to the on-duty time.

16.2. If a conductor is called and released at the away from home terminal, held time will not be broken. However, there will be no duplicate payment for held time and time on duty.

17. When an conductor is required to report for duty or is finally relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, BNSF shall authorize and provide suitable transportation for the conductor. Suitable transportation includes BNSF owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation with the exception of Amtrak.

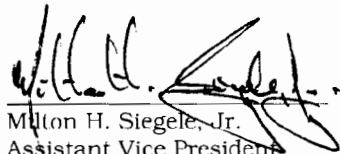
The provisions in this agreement are agreed to on a strictly non-referable basis and will only be applicable to this outlined service. It is understood that this agreement will not establish a precedent applicable to future assignments of this nature.

Except as specifically modified herein, all other Agreements and understandings remain in effect.

Signed at Fort Worth, TX on 2/13, 2017 and effective 2/15, 2017.

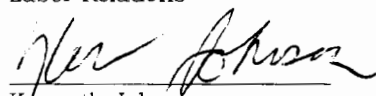
FOR BNSF RAILWAY CO.:

FOR THE SMART TD:

  
Milton H. Siegele, Jr.  
Assistant Vice President  
Labor Relations

  
Danny Young  
General Chairman

  
Jason Ringstad  
General Director  
Labor Relations

  
Kenneth Johnson  
Director  
Labor Relations

November 18, 2016