

Memorandum of Agreement
between the
SMART-TD
and
BNSF Railway Company

To accommodate changes pursuant to the Rail Safety and Improvement Act on an employee's availability for call, the parties agree to the following modifications to Articles 10 and 12 of the former ATSF Coast Lines Schedule Agreement when filling yard service vacancies at Watson, CA:

1. When filling vacancies on a yard shuttle/foreman or herder, the vacancy will be filled by using the regular assigned yard helper in the same span of hours who has indicated his/her receptiveness to be moved up:
 - a. This understanding only applies to yard jobs that go on-duty within the span of hours.
2. The employee will indicate his/her receptiveness to be moved up by indicating his/her preference in the manner designated by BNSF. These employees will be sorted based on seniority, earliest date first, and assigned positions in seniority order.
3. Vacancies will be filled in the following order: Shuttle foreman and foreman vacancies are filled first, and herder vacancies second. Additionally, amongst these types of vacancies, the earliest start time vacancy will be filled first, followed by the next earliest start time vacancy, etc.

For example: If the following vacancies occurred: 0630 foreman, 0645 shuttle, 0800 shuttle and 0730 herder. The 0630 foreman vacancy is filled first with the senior switch helper who indicated his/her receptiveness to be move up, the 0645 shuttle would be filled second with the next senior switch helper who indicated his/her receptiveness to be moved up, the 0800 shuttle would be filled third with the next senior switch helper who indicated his/her receptiveness to be moved up, and the 0730 herder would be filled fourth with the next senior switch helper who indicated his/her receptiveness to be moved up.

- a. BNSF will stagger the start times of the yard assignments so that these vacancies can be filled by using existing technology.

4. Employees who are moved to a position with a different start time are required to be at work, ready to commence work on the position moved to, at the start time of the new position.
5. Approximately two hours prior to the earliest start of any assignment during the span of hours, BNSF will move employees who have indicated their receptiveness to be moved up.
6. Employees moved pursuant to this Agreement will not receive a call for service. Instead, the employee is required to check the Workforce Hub (or the system designated by BNSF) and protect the new position.
7. Once this process is complete, remaining vacancies will be filled with the switchman's extra board and the steps identified in Side Letter No. 8 of the 1991 Crew Consist Agreement.

This Agreement shall become effective _____, 2019 and the parties will coordinate on an implementation date.

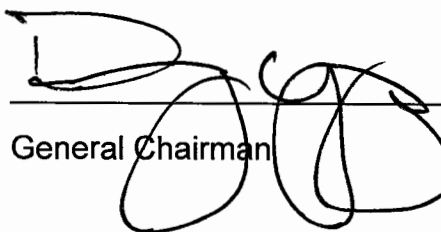
This Agreement may be cancelled by serving a 15-day written notice by either party upon the other, with the understanding and commitment that the parties will meet to address, and if possible, resolve the issue(s) giving rise to the service of the cancellation notice.

For the BNSF Railway:

AVP Labor Relations

Director Labor Relations

For the SMART-TD:



General Chairman