

MEMORANDUM OF AGREEMENT

BETWEEN

BNSF RAILYWAY

AND THE

SMART-TD

1. A pool of conductors may be established and maintained at Los Angeles and Needles, CA., pursuant to current schedule rules, sufficient to man certain service between those two terminals through San Bernardino and Barstow, CA. The service subject to the pool established herein is described in Section 5 of this Agreement. At each terminal a crew board having a "primary" and "secondary" list shall be maintained that shall operate in the manner described below:
 - 1.1. The primary list at each terminal shall be the list from which conductors shall be called, in turn, to work or deadhead to the other terminal (except as provided in Sections 3 and 4 hereof).
 - 1.2. The secondary list shall be a list of conductors at the home terminal who have not advanced to the primary list.
 - 1.3. Each conductor arriving at the home terminal shall be placed at the bottom of the secondary list.
 - 1.4. Each conductor arriving at the away-from-home terminal shall be placed on the bottom of the primary list.
 - 1.5. The number of home terminal conductors (i.e., "quota") that shall normally be on the secondary lists at Needles and Los Angeles shall be initially determined and later changed (from time to time as service requirements and crew availability changed) by the Division Superintendent or designated Carrier Officer, after conferring with the involved SMART-TD Local Chairman, with immediate notification being given to all involved SMART-TD Local Chairmen. The quota may be different at each terminal.
 - 1.6. When a conductor arrives at the home terminal and thereby exceeds the "quota" for the secondary list, the first-out conductor on the secondary list shall be immediately moved to the bottom of the primary list. If a conductor arrives at the home terminal "out of turn," the turn shall be marked up in accordance with Section 1.3 as soon as the proper order of markup can be determined.
 - 1.7. It is understood that if the designated Carrier Officer fails to maintain the proper equalization of work under this Section, upon demand of the designated Local

Chairman, the proper adjustment shall be made in order to assure that this Agreement is properly applied.

EXAMPLES:

E-1 At Needles there are five long pool conductors assigned. The quota for the secondary list is three at that time. A Needles conductor ties up when there are three conductors on the secondary list. The first-out conductor on the secondary list shall be immediately moved (i.e., marked up) to the bottom of the primary list since if this were not done, there would be four conductors on the secondary list (which would exceed the secondary list's quota).

E-2 At Needles, the primary list stands as follows at the time a decision is made to deadhead a Los Angeles conductor to the home terminal "out of turn" (in order to reduce the number of away-from-home-terminal crews):

1. Needles Pool #4
2. Needles Pool #5
3. Los Angeles Pool #3
4. Los Angeles Pool #8
5. Needles Pool #6
6. Los Angeles Pool #2

Los Angeles Pool #3 is called to "deadhead out of turn." It is understood that the term "deadhead out of turn" in this instance refers to out of turn in relation only to conductors with the same home terminal at the away-from-home terminal.

E-3 At Needles, the primary list stands as follows at the time a decision is made to deadhead a Los Angeles conductor (for the same reason as Example No. 2):

1. Los Angeles Pool #2
2. Needles Pool #4
3. Needles Pool #5
4. Los Angeles Pool #3

Los Angeles Pool #3 is then called to "deadhead out of turn" on the train on which Los Angeles Pool #2 is the working conductor. This "deadheading out of turn" pre-empts the usual "first conductor deadheads – second conductor works" principle.

2. The mileage on this interdivisional district service shall be equalized as follows to approximate 47% of the work to Los Angeles conductors and 53% of the work to Needles conductors.
3. Crew Management

- 3.1. Except as otherwise provided in this Agreement, long pool conductors shall be called on a first-in, first-out basis from the primary list at each terminal, provided the first-out conductor has had sufficient rest under the Hours of Service Law. If possible and when no other trains would be delayed thereby, BNSF may delay the first-out conductor's call so that he may obtain sufficient rest and depart in proper standing (with timely notation to the proper crew board, line-ups, and the V.R.U. system). If the first-out conductor is not rested, the next following conductor that has sufficient rest shall be called. If there are no rested conductors on the primary list, the first-out rested conductor on the secondary list shall be called, with the understanding that an employee called off the secondary list shall not be disciplined account missing a call for service and shall retain his position on the secondary list. Should there be no conductor on either the primary list sufficiently rested or on the secondary list that is willing to go, then an extra conductor shall be called at the home terminal to operate for one round trip under the terms of this Agreement.
 - 3.2. A long pool conductor whose rotation is affected by the provisions of Sections 3 and 4 shall be restored to proper turn (i.e., original rotation) at the next terminal if possible (if this is the away-from-home terminal and the conductor is not rested in time to be restored, restoration shall be accomplished at the home terminal, and so on until rested and proper restoration of turn is accomplished), if the conductor does not tie up at the final terminal in the same order-of-standing as in effect when first called at the home terminal. Each long pool conductor arriving at either terminal shall be marked up at the bottom of the applicable list based on their arrival time.
 - 3.3. When a long pool conductor is deadheaded out of one terminal via a mode other than a freight train, any question about being run-around by another long pool conductor, or vice versa, shall be determined on the basis of proper order at the initial terminal.
4. Deadheading Out of Turn
- 4.1. Long pool conductors 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 at home conductors and the normal pool rotation, except that conductors must be called first-in/first-out in relation to other long pool conductors with the same home terminal. Deadheads shall be timely noted on the crew board, line-ups, and the V.R.U. system. The term "any time after arrival" shall not deny the conductor the right to tie-up for rest as provided under existing Agreements.
 - 4.2. When two long pool conductors are to be called for the same train (one to work and one to deadhead), if one of the conductors is not rested and the other one is

rested, the rested conductor shall work the train and the unrested conductor shall deadhead. (Note the exception in E-3 following Section 1.7)


5. 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.
 - 5.1. 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.
 - 5.2. 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.
6. The district miles for this service shall be: 320 miles. The parties shall meet to develop a trip rate for this service.
7. 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.
8. 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, terminal 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.
9. Hours of service relief between Los Angeles and Barstow, and between Barstow and Needles, shall be handled pursuant to existing agreement provisions except as indicated below:
 - 9.1. If a westbound long pool conductor expires under the hours of service between Needles and San Bernardino, or if an eastbound long pool conductor expires under the hours of service between Los Angeles and Barstow, the hours of service relief conductor must come from the long pool established by this agreement.
 - 9.2. Westbound hours of service relief at San Bernardino, or between San Bernardino and Los Angeles, may be performed by an extra board crew out of San Bernardino or Los Angeles.

10. If a long pool conductor expires under the hours of service law, the conductor shall be paid, on a minute basis, for all time consumed between the time the hours of service expired and the departure of transportation to the objective terminal.
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. Disciplinary hearings or investigations involving conductors in this interdivisional service will be held at their home terminal, except when the majority of the principals and witnesses who are to attend live at other locations.
13. Conductors in this service may advance their vacations so as to coincide with layover days at the home terminal.
14. Conductors in this service may be moved from one long pool train to another long pool train traveling in the same direction; however, long pool conductors shall not be moved from a long pool train to a short pool train.
15. Conductors in this service will be allowed Code 39 (hill pay) as prescribed by Article 38 of the Coastlines Agreement.
16. Conductors in this interdivisional service will not be used to perform non-interdivisional service.
17. 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.
18. It is intended that Conductors in this service will go on and off duty at Hobart. However, if a Conductor is required to operate west of Redondo Jct. (MP 0.2) for any reason, he/she will be paid for all miles to and from the location in addition to the trip rate.
19. 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.
20. 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.
 - 20.1. 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.

- 20.2. 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.
21. 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.
22. 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.
23. Except as specifically modified herein, all other Agreements and understandings concerning work performed between Los Angeles and Needles, CA remain in effect.
24. The parties will meet 90-days following the effective date of this agreement to discuss any issues that may arise. Following the initial 90-day period, this agreement may be cancelled by the service of a thirty (30) day notice, either party to this agreement upon the other. Should one party serve a cancellation notice pursuant to this Section, it is agreed that the party serving such Notice must provide reason for the service of said Notice and that the parties will meet during the 30-day period in a sincere effort to resolve the issue(s) leading to the cancellation notice being served.

Signed at Fort Worth, TX on September 28, 2015 and effective September 28, 2015.

For the BNSF Railway:




AVP Labor Relations



General Director

For the SMART-TD:



General Chairman

AGREED TO QUESTIONS AND ANSWERS

1. Q. Is it the intent of Section 1.7 that the designated Carrier Officer must make the proper adjustment immediately upon demand of the Local Chairmen?
A. Yes. However, if the designated Carrier Officer fails to make the demanded adjustment in order to assume that the Agreement is properly applied, the General Chairman and the Labor Relations Department will meet immediately to determine whether or not the demanded adjustment is justified by the intent of the Agreement. If it is determined that the demanded adjustment was justified and the designated Carrier Officer failed to comply with the request of the Local Chairmen, employees who have suffered a loss of earnings as a result thereof shall be made whole.

2. Q. When will the secondary list be adjusted?
A. The involved Local Chairman and the designated Carrier Officer shall have equal responsibility to monitor the secondary list. When it is determined that an adjustment is to be made to the list, it shall be done at 11:00 a.m. this information will be provided through the V.R.U. System and crew board line-ups.

3. Q. Once a conductor is moved from the secondary list to the primary list, may that conductor be returned to the secondary list as a result of the application of the "restoration of turn" provisions or a change in the number of crews on the primary list?
A. No. Once a conductor is placed to the primary list, that conductor shall remain on the primary list.

4. Q. Section 4.1 allows the Carrier to deadhead crews out of turn. Does this mean that Management has the right to choose the crew to deadhead without regard to where that turn stands in the pool?
A. No. Section 4.1 is designed to allow the Carrier to deadhead turns back to the home terminal rather than being required to deadhead the first-out turn in all cases. Also, this provision does not affect the order of call for turns with the same home terminal, nor does it totally eliminate "board runarounds."

For example, suppose that the crew board for this pool at Los Angeles stood as follows when it becomes necessary to deadhead a turn to Needles:

Los Angeles Turn	2
Los Angeles Turn	3
Needles Turn	3
Needles Turn	4

Under Section 4.1, Management may elect to deadhead Needles Turn 3 (the first-out Needles Turn) rather than Los Angeles turn 2. If it is decided to deadhead out of turn, the term "out of turn" means out of turn in relation to turns with a different home

terminal. In the above example, if Management called Needles turn 4 to deadhead out of turn, this would result in a board runaround of Needles Turn 3, but Los Angeles Turns 2 and 3 would not suffer a board runaround.

5. Q. How will the pools be regulated?

A. They will be regulated in accordance with Article 25.

6. Q. Section 5.1.1 contemplates 24 hours of notification for a submitted train prior to the conductor's on duty time. What happens if the train is ready to depart at 23 hours and 59 minutes?

A. The qualifier is based on on-duty time. If the crew is called for the train and the train was on the line-up for less than 24 hours (based on on-duty time) then the conductor will be paid the two hour penalty if required to take the newly added train.