

MEMORANDUM OF AGREEMENT

BETWEEN

BNSF RAILWAY

AND

SMART TRANSPORTATION DIVISION

RE: Uniform Road Assignment Rule

This Agreement will cover the movements of both Conductors and Brakemen on any road territory under the jurisdiction of SMART-TD General Committee GO-001 wishing to adopt these conditions, and supersedes all agreements (including local agreements and practices) with which it conflicts. This Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

1. Permanent Conductor/Brakeman vacancies in pool, local, road switcher or extra board service 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vacancy under bulletin with the understanding that the move constitutes a bid on the assignment and that it cannot be withdrawn.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 called for their next paid trip, whichever comes first.
 - d) Employees cannot bid from one assignment to another in the same pool or on the same extra board.

NOTE: This Section 1 (d) is not applicable to extra boards which are subject to an Agreement providing static (non-rotating) rest cycles or rest days.

- e) Bulletins that advertise new permanent runs or vacancies will include information as to: nature of service, territorial limits of assignment, on duty time, layover days,

layover point and home terminal. Bulletins for pool or irregular freight service will not include on duty time or layover days.

- f) In assigned regular road service where employees report for duty without being called, the assigned crews may be called no later than three (3) hours after the scheduled or bulletined starting time. The crew must be notified of this change prior to the established call time of the assignment involved.
- g) A Conductor/Brakeman assigned to an outlying run will not be permitted to leave the run for a period of 30 days unless displaced by a senior employee.

NOTE: This provision does not affect or modify existing Home Rule tie down agreements already in existence, if any.

- h) If an extra work train works for more than five consecutive days it must be bulletined in accordance with Section 1 above. If possible, work trains shall be bulletined far enough in advance of commencing work to have the regular crew assigned.
- i) 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.
- j) All regular assignments will be re-bulletined if the starting time changes by more than three (3) hours, if there is a change in rest days, if there is a change in layover point or if the assigned mileage is increased or decreased by ten (10) miles or more daily. It was understood that BNSF would notify the crew in writing of any mileage change to the assignment if the change does not require a new bulletin. The crew would be paid the new assignment mileage effective with the change date.
- k) In the event there is no bid received for a Conductors' bulletined vacancy, other than extra board positions, the most junior demoted Conductor not working in pool service or on an assigned job will be assigned. If none, the junior conductor on the conductor extra board at the source of supply will be assigned.
- l) In the event there is no bid received for a Brakeman's bulletined vacancy, the junior Brakeman on the Brakeman's extra board at the source of supply will be assigned.
- m) When an engineer-qualified (road) ground service employee is promoted to engineer, he will retain rights to his (road) ground service assignment for thirty (30) days. If such employee is reduced from engine service prior to the expiration of thirty (30) days he will return to his assignment in road ground service when so reduced.

- n) If a qualified (road) ground service employee is promoted to engineer and vacates his road assignment for more than thirty (30) 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)
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 Conductor/Brakeman assignment to displace a junior employee. When using this 30-day bump provision to displace to a pool or extra board, the employee must displace the most junior employee in/on that pool or extra board. A pool and/or extra board position(s) under bulletin is considered the most junior employee in that pool or extra board. If more than one open position, the employee will have his choice of positions.
 - b) Exercise of seniority under the 30-day bump provision may not take place within the same pool or 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 road service will be governed by the following:
- a) As soon as the system recognizes a vacancy of at least 6 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 may 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 may submit notification of placement onto a temporary vacancy regardless of whether the turn is at the away from home terminal or at the home terminal. However, an employee marking to a temporary vacancy may only be placed on the vacancy when he is at the home terminal. Likewise, an employee may only be relieved/displaced from a temporary vacancy at the home terminal
- f) An employee must actually hold a regular assignment in road service at the location (source of supply) involved before marking to a temporary vacancy under this rule.
- g) An employee assigned to pool freight service will not be permitted to exercise seniority onto a temporary vacancy in the same pool.
- h) A senior employee displacing a junior employee from a temporary vacancy must do so before the turn is first out or six (6) hours prior to the assigned bulletined on duty time in assigned service.
- i) An employee exercising to a temporary vacancy under this rule into pool service must displace the junior employee on a temporary vacancy unless there is a temporary vacancy in the pool not yet filled in which case that vacancy will be considered as the junior employee.
- j) 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.
- k) 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.
- l) If employees mark to a temporary vacancy at an outside point, no deadhead payment will be generated or made.
- m) Paragraph 3 (a) does not contemplate that a second temporary vacancy will be created when an employee lays off while filling a temporary vacancy.

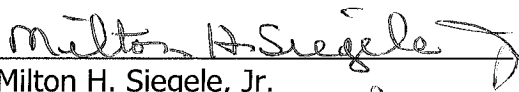
- n) When moving from a permanent assignment to a temporary vacancy those days on which the employee is working the temporary assignment will be included in the calculation of the 30-day requirement out lined in Section 2 above.
- o) The absence of any employee from an extra board, for any reason, will 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).


The parties understand that existing Crew/Support programming is incapable of handling all of the revised Conductor/Brakeman 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 Nov 1, 2013, and continues in effect subject to cancellation under the provisions of the Railway Labor Act, superseding any provisions of previous agreements to the contrary.

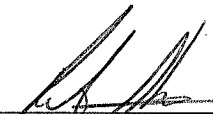
Dated at Ft. Worth, TX, this 17 day of October 2013.

FOR BNSF RAILWAY:
DIVISION:


Milton H. Siegele, Jr.
AVP, Labor Relations RAB


Roger A. Boldra
General Director, Labor Relations

FOR SMART-TRANSPORTATION


R. S. Knutson
General Chairman GO-001


S. F. Green
Assistant General Chairman GO-001

Side Letter #1


Dear Mr. Knutson:

This is in reference to the Uniform Road Assignment Rule.

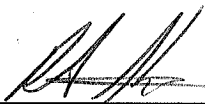
It was agreed that on road territories where the Uniform Road Assignment Rule is adopted, regular road assignments which currently come under National Paid Holiday Rule, will also be entitled to personal leave days as prescribed in the Crews Consist Agreement in effect on that property, including any 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,


Milton H. Siegele, Jr.
AVP, Labor Relations RAB

Accepted:



R. S. Knutson
General Chairman GO-001

Side Letter #2


Dear Mr. Knutson

This is in reference to the Uniform Road Assignment Rule.

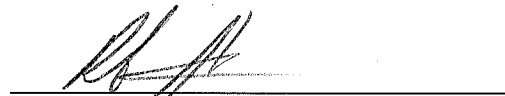
One topic of discussion has been the difference in the payment of "make-whole" on the different properties when Extra Board Conductors are used to fill yard vacancies. We agreed that moving toward a uniform assignment rule should include a common make-whole rule.

It was therefore agreed, at locations where the Uniform Road Assignment Rule is adopted, make-whole payments when Extra Board Conductors are used to fill yard vacancies will be made by allowing the affected party difference in pay, if any, between the road assignment missed and the yard assignment worked. These earnings will be used to offset any extra board guarantee payments made for that respective half when the incident occurred. "

If the above correctly recites our understanding, please indicate by affixing your signature in the space provided below.


Milton H. Siegele, Jr. *ROB*
AVP, Labor Relations

Accepted:


R. S. Knutson
General Chairman GO-001

Side Letter #3

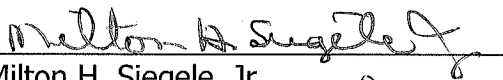
Dear Mr. Knutson

This is in reference to the Uniform Road Assignment Rule.

It was agreed that at locations on the former SLSF property which adopt this Rule, the Memorandum of Agreement dated February 4, 1980 cancelling the 30-day road/yard hold-down, is null and void.


Thereafter, at those locations, the 30-day hold-down provision contained in Article 24, Section F (5)(c) of the SLSF 1978 Conductor's and Brakemen's Schedule (and 3 Understandings listed thereunder), are reinstated and become effective on that territory.

If the above correctly recites our understanding, please indicate by affixing your signature in the space provided below.


Milton H. Siegele, Jr.
AVP, Labor Relations

ROB

Accepted:



R. S. Knutson
General Chairman GO-001

Agreed-to Questions and Answers to the 2013 Uniform Road Assignment Rule

- Q-1** In light of the fact that this Road Assignment Rule is in effect on more than one SMART-TD property, how will interpretive authority be handled?
- A-1** The SMART-TD General Chairmen who have adopted these conditions on all or part of their property share joint jurisdiction. Interpretations and/or arbitral positions must be with the concurrence of all signatory General Chairmen.
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Questions specific to Section 1 (Bulletining Assignments)

- Q-1.1** Under Section 1, are bulletined vacancies in pool, local, road switcher or extra board 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(g), is the employee (conductor or brakeman) 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.
-
- Q-1.4** Under Section 1(k), does a yard service employee stand for force assignment to a no bid conductor position not including conductor extra board positions?
- A-1.4** Yes, the most junior conductor in road or yard service not working as conductor or assigned brakeman positions at that location would stand for force assignment.
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- Q-1.5** Should Section 1(k) read "most junior demoted Conductor" rather than "most junior Conductor"?
- A-1.5** Yes. The word "demoted" was omitted in error.

NOTE: In subsequent versions of this Uniform Agreement, this omission was corrected in the body of the Agreement.

Questions Specific to Section 2 (Exercising Seniority)

- Q-2.1** When exercising seniority into yard service, who can the employee displace?

A-2.1 Where yard service is governed by a “bid and bump” rule, the employee can displace any yardman his junior.

Where yard service is governed by a “daily mark” rule, the employee may displace the junior employee holding the desired set of rest days not just the junior employee. Example: employees 1, 2 and 3 1 being the most senior and 3 being the most junior. Employee 1 is holding Sat. and Sun. rest days. Employees 2 and 3 have Fri. and Sat. rest days. I am making a move from the road to yard and I am older than all three. I can displace either employee 1 or 3.

Q-2.2 Can a Conductor or Brakeman use a 30-day bump to displace into yard service?

A-2.2 On the former GN and NP property, the answer is no. The 30-day bump provided in Section 2 can only be used to move from one road position to another road position. Conductors and Brakemen wishing to move from a road position to a yard position may use the 60-day seniority move provided by Section 2 (a)(i).

On the former SLSF, employees may use their 30-day bump to any assignment (road or yard) which is governed by a similar provision.

Applicable only on the former GN and NP

Q-2.3 Under Section 2, did the agreement restrict the 30-day bump to only former Northern Pacific property?

A-2.3 This was a typographical err and the employee can displace any junior road ground service employee on that seniority district regardless of applicable agreement unless the junior employee is working under a tie down agreement protecting him from displacement.

Q-2.4 Under Section 2, when can an employee first utilize a 30-day bump? Does it matter by former road?

A-2.4 Any employee holding the same permanent assignment for 30-days prior to the effective date of this agreement may immediately utilize his 30-day bump. In other words, the 30-day bump is not limited to only days after the effective date of this agreement.

Q-2.5 Can extra board employees utilize their 30-day bump after called for service on an outside assignment?

A-2.5 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.

Q-2.6 Can an employee utilize their 30-day bump to a conductor pool turn under bulletin?

A-2.6 Yes, if the pool turn is still open or the conductor who bumped to that position is the most junior conductor in the pool.

Applicable only on the former GN and NP

Q-2.7 Did these new agreements change the 60-day requirements for moving between road and yard or yard and road?

A-2.7 No, this restriction remains undisturbed.

Applicable only on the former GN and NP

Q-2.8 Can an employee utilize their 60 day yard to road movement to a conductor pool turn under bulletin?

A-2.8 Yes if the pool turn is still open or the conductor who bumped to that position is the most junior conductor in the pool.

Q-2.9 Under Section 2(a), is the employee riding a bulletin considered the junior conductor in the pool or on the extra board?

A-2.9 No. The conductor must displace the junior conductor on that board including this employee but not excluding others.

Q-2.10 Under Section 2a, employees utilizing a 30-day bump are required to displace the most junior employee in a pool or on an extra board. Are employees with full displacement rights likewise required to bump the most junior employee in a pool or on an extra board?

A-2.10 Yes. The intent of the parties was that all displacements to a pool or extra board be the most junior employee.

Questions Specific to Section 3 (Temporary Vacancies)

Q-3.1 In situations where multiple positions in a pool are "claimable" as TVAs under Section 3, what restrictions are placed on claiming those positions?

A-3.1 The employee must first place to any open (unclaimed) TVA. For example, there are three pool conductors on vacation. A junior employee has already exercised his seniority to one available TVA.

The second employee must place to one of the other two available TVAs and cannot displace the first conductor from his TVA. Employees displacing to TVAs already occupied by a junior employee must displace the most junior employee on a TV in that pool. The displacing employee does not have a choice of TV to select.

Q-3.2 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 6 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 3m 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. The only exception would be that employee B is the most junior employee holding a TVA in the pool or board when a senior employee decides to TVA that board.

Q-3.3 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-3.3 While the extra board guarantee was not a part of this Road Assignment Rule, it is appropriate to explain that the 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.

Q-3.4 Can a road service employee place to a TV when that position is on the assigned rest day or rest cycle day?

A-3.4 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.

Q-3.5 Can a road service employee TV to a job that is on duty?

A-3.5 No.

Q-3.6 Under Section 3(b), can the local chairman deem a subsequent vacancy created by an employee who places on a TV prior to 6 days?

A-3.6 Yes.

Q-3.7 When an employee is displaced from a TV, how is that employee handled?

A-3.7 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.

Applicable only on the former GN and NP

Q-3.8 Under Section 3(f), can an employee working under the NP Agreement exercise his seniority to a TV under the GN Agreement?

A-3.8 Yes, so long as the employee holds a regular assignment in road service at the same location as the TV.

Note: this Q&A not applicable on the former SLSF

Q-3.9 Can a road service employee place to a TV at an outside location?

A-3.9 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).

Q-3.10 Under Section 3(n), does the question deal with Section 3 or Section 2?

A-3.10 Section 3(n) should reference Paragraph 2 rather than Paragraph 3.

NOTE: In subsequent versions of this Uniform Agreement, this reference was corrected in the body of the Agreement.
