

MEMORANDUM OF AGREEMENT

Between
BNSF Railway
And
SMART-TD

The parties agree that interseniority district service may be established between Laurel, MT, and Glendive, MT through Forsyth, MT. The following conditions will apply:

1. Establishment of New Service

- A. A single-ended pool will be established with a home terminal of Laurel, MT and an away-from-home terminal of Glendive, MT. Forsyth, MT will be eliminated as a release point for trainmen in this service. Trainmen at Glendive or Forsyth, MT potentially affected as a result of this change will be handled in accordance with the terms set out in Attachments A (Glendive) and B (Forsyth). (See Exception in Side Letter 1)
 - a. Trainmen in this pool may be utilized for side trips on the Big Horn Subdivision between Moran Jct. (MP 825.2) and the east switch at Anita (MP 813.7).
 - b. BNSF and SMART-TD will meet 12 months after implementation of this service to address any equity concerns that may occur as a result of the miles run by this pool as addressed in "i" above. (See Side Letter No. 4)
- B. Trainmen in this service will be afforded the option of a 2-hour call for service (at the home terminal) only if both Organizations agree on this length of call for all employees in this pool.

2. Through Freight Service

- A. Except as otherwise provided in this agreement, trainmen will be called first-in, first-out at each terminal provided that the first-out trainman has had full rest under the Hours of Service Act. If possible and when no other trains would be delayed thereby, the first-out trainman's call may be held up for as long as thirty minutes so that the first-out trainman may obtain full rest and depart in proper standing. Should there be no trainmen who are fully rested, then an extra trainman may be called to operate for one round trip under the provisions of this agreement.
- B. Trainmen will maintain their position in the pool if runaround at the initial terminal, en route, or at the away-from-home terminal. Pool trainmen working under the terms of this Agreement will operate utilizing the BNSF's "Home on Duty" process. The Home on Duty process provides that trainmen will be positioned on the board at both the away-from-home and home terminals based upon their time on duty from the previous home terminal call time.
- C. When two pool trainmen are to be called out of the away-from-home terminal for the same train (one to work and one to deadhead) if one of the trainmen is not rested and the other one is rested, the rested trainman will work the train and the unrested trainman will deadhead. Otherwise, applicable SMART-TD (NP) rules apply.

- D. Pool trainmen called in this service will not be tied up between designated terminals, except when their movement is prevented (e.g., derailment of their trains), or their route to destination is obstructed or impassable (e.g., wrecks or washouts).
- E. Except in case of emergency (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains), trainmen assigned to work in this service will not be used for short service between the two established terminals.

3. Hours of Service Relief

- A. All necessary relief work as a result of the Hours of Service Law will be manned as follows, subject to BNSF's continued right, under existing agreements, to use yard or shuttle crews to perform such work.
 - i. **Eastbound Trains:** All HOSR on trains between Laurel and Forsyth will be provided by the first-out Glendive-Laurel ID pool crew at Laurel. All HOSR on trains between Forsyth and Glendive will be provided by the appropriate Glendive extra board.
 - ii. **Westbound Trains:** All HOSR on westbound trains between Glendive and Terry will be provided by the first-out Glendive-Laurel ID pool crew at Glendive. All HOSR on trains between Terry and Laurel will be provided by a Forsyth Shuttle crew. If no shuttle crew is available, then a Laurel extra board crew will be used. If no Laurel extra board crew is available, then a Forsyth extra board crew will be used.

NOTE 1: If an HOSR train is located at either Forsyth (under 3(A)(i)) or Terry (under 3(A)(ii)), it is the prerogative of BNSF management to use either the ID pool or the appropriate extra board as defined above.

NOTE 2: Both 3(A)(i) and 3(A)(ii) remain subject to the provisions of Item 3(C) below.

- B. Nothing contained in this agreement is intended to prohibit these ID pool trainmen from being used on trains that traverse only part of the specified territory, provided trainmen are then handled forward to the opposite terminal, or paid as if they had been. Likewise, nothing in this agreement is intended to prohibit these trainmen from combining trains or exchanging trains with other trainmen destined to the same terminal.

Note: It is not intended that this pool will be utilized to handle Hettinger trains normally handled by the Forsyth-Hettinger/Forsyth-Laurel crews.

- C. It is understood that crews operating under the terms of the Glendive-Laurel ID Pool will remain part of moving all trains operating between Glendive and Jones Jct. In other words, BNSF will not use a combination of other crews to complete the movement of traffic between these locations so as to eliminate the use of the ID pool established to handle this traffic. This does not prohibit the handling or staging of these trains by other crews with operating jurisdiction. However, at some point, a Glendive-Laurel ID crew must handle the train between these locations.

4. Called and released

- A. When a trainman in this unassigned pool is called and released, after time of going on duty but before road trip commences, such trainman will be paid a one-way trip rate and stand last out on the board.
- B. When a trainman in this unassigned pool is called and released before going on duty, such trainman will be paid a basic day and stand first out on the board.
- C. The above provisions do not apply to extra board trainmen called for this service and those employees will be handled in accordance with the applicable rule.
- D. If a trainman is called and released at the away-from-home terminal, either before or after time of going on duty, they will be paid a basic day and stand first out on the board. If rest is required, the trainman may be runaround without penalty until legally rested.

5. Vacancies and Lay Offs

- A. All temporary vacancies occurring on these ID pool turns at the home terminal will be filled by the respective extra board at Laurel or Glendive. In the event this extra board is exhausted, existing rules and agreements governing the filling of such vacancies will apply.
- B. Trainmen in this pool will not be allowed to lay off at the away-from-home terminal, except in case of emergency such as illness or injury. Trainman laying off under such emergency circumstances will be permitted to ride a train to the home terminal provided they notify the dispatcher and Supervisor of which train they desire to ride in advance of that train's departure.

6. Pool Regulation

- A. This pool will be regulated under existing agreements between 3900 and 4300 miles per month, which includes indexing. The mileage component of 251 miles associated with the trip rate will be utilized when calculating trip miles.
- B. If the local chairman, or their designee, wishes to regulate the pool below the above-cited range, they may do so upon request to the appropriate Crew Director. However, the mileage component of 251 miles associated with the trip rate will continue to be utilized when calculating trip miles.

7. Compensation

- A. Conductors in this pool will be allowed a trip rate of \$412.98. Brakeman called in this pool will be allowed a trip rate of \$388.27. These trip rates remain subject to all future applicable GWI and COLA's. When trainmen are utilized to make a side trip on the Big Horn Subdivision as discussed in 1(A)(i) above, they will be compensated time or miles (including rubber miles) at the applicable daily rate (whichever is greater) in addition to the trip rate. This allowance will not affect the current overtime threshold of this pool.
 - i. Trainmen should use CA Code MS to claim this allowance.

- ii. After a period of 6-12 months of operation under the above handling, the parties will meet and discuss potentially adjusting the Trip Rate to reflect proper payment.
- B. Trainmen required to deadhead in excess of 8 hours on duty will be allowed the trip rate plus actual time consumed in the deadhead over 8 hours (at the pro rata rate), in accordance with the SMART-TD 1985 National Agreement, Article VI.

NOTE: Without prejudice to the application of existing Schedule Rules in other circumstances, it was understood that compensation for deadheading commences when the trainman is placed on duty.

- C. Any required familiarization trips will be compensated at the rate of Conductor's Extra board guarantee day for each day of familiarization.

8. Meal period

- A. In order to expedite the movement of trains operating between Glendive and Laurel, trainmen will not stop their train to eat. The current trip rate already contains a meal en route pay element that negates a separate payment for that allowance.

NOTE: This does not preclude a trainman from seeking food items at retail locations in close proximity to where they may be standing in the clear of the main track awaiting other rail traffic, or for unforeseen reasons, so long as this does not create undue delay to the operation. It is understood that trainmen will be required to obtain permission from the Dispatcher prior to leaving the train to obtain food. Should this request be denied, no penalty is due.

9. Lodging, AFHT Meals and Lockers

- A. Suitable lodging (as defined by applicable agreement signed July 16, 1980, effective August 1, 1980) shall be provided for trainmen tied up at their away-from-home terminal.
- B. Trainmen who are performing this ID pool service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, as amended.
- C. Trainmen will be furnished lockers and adequate washroom facilities at their home and away-from-home terminals in the immediate vicinity of the on/off-duty point (or transportation to and from the facility will be provided, if not in the immediate vicinity). Size of lockers will be 21"x18"x72".

10. Protection


The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service.

11. Savings Clause

Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of agreements or schedule rules as implemented between BNSF and SMART-TD.


This agreement shall take effect on JULY 15, 2015, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:




M.H. Siegele, Jr.
AVP, Labor Relations

For SMART-TD:



R.S. Knutson
General Chairman, SMART-TD



M. Beasley
General Director, Labor Relations

Attachment A

It was agreed that Trainmen assigned to Glendive, MT as of November 1, 2014, excluding those presently "force-assigned" to that location, would be eligible for their choice of the benefit options set forth in this Attachment A. Trainmen must elect which option they prefer at the time of the awarding of the relocation bid and will not be allowed to change that election.

Pursuant to the pool relocation schedule established in Side Letter No. 2, the corresponding proportionate amount of eligible trainmen at Glendive, MT during the initial implementation and interim adjustments would be eligible to receive one of the relocation packages outlined below. Trainmen accepting this relocation package will be required to relocate to Laurel. Trainmen desiring to elect one of these options will be considered in seniority order.

Option 1

Any trainman accepting a position at Laurel under these terms would be required to protect this service at Laurel for a period of 3 years.

- 1.1 Any trainman making a bona fide move to Laurel (or nearby location) would be eligible for a \$35,000 moving package as outlined below:
 - a. \$25,000.00 when the trainman reports to the new location
 - b. \$5,000.00 after performing 18 months of actual service at that location
 - c. \$5,000.00 after performing 36 months of actual service at that location

The relocation package does not require the sale or purchase of real estate but does require a permanent residency address at the new location.

If the trainman receives the relocation package and subsequently leaves the Laurel terminal voluntarily prior to the expiration of the 36-month period, s/he will forfeit future relocation payments and will be required to repay all previous relocation payments.

If the trainman receiving the relocation package becomes eligible to retire under the terms of the Railroad Retirement Board (RRB) less than 36 months from their relocation, they will be not be eligible for any additional payments subsequent to their retirement. In addition, should a trainman retire less than two (2) years after relocating, they will be required to repay the initial \$25,000 payment and the \$5,000 interim payment (paid at the 18-month interval).

Trainmen relocating under this provision shall be afforded BNSF provided lodging at Laurel for a period not to exceed 60 one-day stays.

- 1.2 Any trainman accepting this relocation package will be ineligible for any relocation benefits provided under Paragraph 10 of the Interdivisional Agreement. They remain eligible for all other protection benefits.

Option 2

Any trainman accepting a position at Laurel under these terms would be required to protect this service at Laurel for a period of 3 years.

- 2.1 The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service. Any trainman required to change their residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Change of residence shall not be considered "required" if the reporting point is not more than 30 miles from the trainmen's residence or former reporting point.
- 2.2 The provisions of Section 10(b) of the Washington Job Protection Agreement are not provided under this option.
- 2.3 If a trainman elects the WJP relocation benefits and subsequently leaves the Laurel terminal voluntarily prior to the expiration of the 36-month period, s/he will be required to repay all monies received.

Attachment B

It was agreed that Trainmen assigned to Forsyth, MT as of November 1, 2014, excluding those presently "force-assigned" to that location, would be eligible for one of the options set forth in this Attachment B. Trainmen must elect which benefit they prefer at the time of the awarding of the relocation bid and will not be allowed to change that election.

Up to a total of 23 trainmen currently working at Forsyth, MT would be eligible to receive a relocation package as outlined below. Trainmen desiring to elect this option will be considered in seniority order.

Option 1

Any trainman accepting a position at Laurel under these terms would be required to protect this service at Laurel for a period of 3 years.

- 1.1 Any trainman making a bona fide move to Laurel (or nearby location) would be eligible for a \$35,000 moving package as outlined below:
 - a. \$25,000.00 when the trainman reports to the new location
 - b. \$5,000.00 after performing 18 months of actual service at that location
 - c. \$5,000.00 after performing 36 months of actual service at that location

The relocation package does not require the sale or purchase of real estate but does require a permanent residency address (actual physical address) at the new location.

If the trainman receives the relocation package and subsequently leaves the Laurel terminal voluntarily prior to the expiration of the 36-month period, s/he will forfeit future relocation payments and will be required to repay all previous relocation payments.

If the trainman receiving the relocation package becomes eligible to retire under the terms of the Railroad Retirement Board (RRB) less than 36 months from their relocation, they will be not be eligible for any additional payments subsequent to their retirement. In addition, should a trainman retire less than two (2) years after relocating, they will be required to repay the initial \$25,000 payment and the \$5,000 interim payment (paid at the 18-month interval).

Trainmen relocating under this provision shall be afforded BNSF provided lodging at Laurel for a period not to exceed 60 one-day stays.

Option 2

- 2.1 If a Forsyth trainman elects not to relocate but still elects to protect service in the Laurel terminal, the eligible trainman will be allowed a mileage payment of \$65.00 (non-increasable) in addition to the trip rate for each trip for a period of thirty-six (36) months. If a trainman accepts the mileage payment and subsequently exercises their seniority elsewhere, the mileage payment will be suspended until the trainman resumes protecting service headquartered at Laurel.

- 2.2 It is not intended for benefits under this option to surpass a total of \$35,000. If one or more trainmen reach that threshold prior to the end of 36 months, BNSF and the SMART-TD General Chairman will meet regarding possible amendment of this section.

Option 3

- 3.1 Any trainman who was working at Forsyth on the November 1, 2014 qualifying date but who already maintains a physical address in Laurel (or nearby location) may qualify for a \$15,000 payment in exchange for a thirty-six (36) month commitment to protect service headquartered at Laurel, MT. If the trainman chooses this option and subsequently leaves the Laurel terminal voluntarily prior to the expiration of the 36-month period, s/he will be required to repay these monies in their entirety.

If the trainman receiving the 36-month commitment package becomes eligible to retire under the terms of the Railroad Retirement Board (RRB) less than 36 months from the implementation of this service, they will be required to repay these monies on the following scale:

- a. If the trainman retires less than 12 months after implementation, they will be required to pay back the entire \$15,000.
- b. If the trainman retires more than 12 months but less than 24 months after implementation, they will be required to pay back \$10,000.
- c. If the trainman retires more than 24 months but less than 36 months after implementation, they will be required to pay back \$5,000.

NOTE:

Any trainman accepting payment under Option 1, Option 2, or Option 3 above will be ineligible for any relocation benefits provided under Paragraph 10 of the Interdivisional Agreement. They remain eligible for all other protection benefits.

Option 4

- 4.1 The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service. Any trainman required to change their residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Change of residence shall not be considered "required" if the reporting point is not more than 30 miles from the trainmen's residence or former reporting point.
- 4.1 The provisions of Section 10(b) of the Washington Job Protection Agreement are not provided under this option.
- 4.2 If a trainman elects the WJP relocation benefits and subsequently leaves the Laurel terminal voluntarily prior to the expiration of the 36-month period, s/he will be required to repay all monies received.

Side Letter No. 1

The parties have agreed to initially implement this pool on a double-ended basis under the following terms and attrition schedule:

The parties will establish a list which identifies the trainmen who were working at Glendive, MT on November 1, 2014. These trainmen will be termed "covered" trainmen for the purpose of this provision.

It is established that the average amount of trainmen required to operate the existing Glendive-Forsyth Pool is twenty-three (23); seventeen (17) in the pool and six (6) positions on the extra board. At the time of implementation, approximately 40% of these positions (10) at Glendive, MT will be relocated to Laurel, MT. Thirty-six (36) months following the implementation date of this service, the applicable number of trainman positions at Glendive, MT will be reduced by approximately 20% and another five (5) positions will be relocated to Laurel, MT. Forty-eight months following the implementation date of this service, the applicable number of trainman positions at Glendive, MT will again be reduced by approximately 20% and another four (4) positions will be relocated to Laurel, MT. Sixty (60) months following the implementation date of this service, the applicable number of trainman positions at Glendive, MT will be reduced again by approximately 20% and the final four (4) positions will be relocated to Laurel, MT. This will result in the pool being single-ended at Laurel, MT at the end of the 5th calendar year (60 months) following implementation.

Relocation packages as discussed in Attachment A will be made available to "covered" trainmen in seniority order for each turn relocated from Glendive, MT to Laurel, MT both at the initial implementation and all subsequent reductions to the pool at Glendive, MT.

If the pool increases over time resulting in additional turns being established at Laurel, MT, BNSF and the SMART-TD General Chairman will discuss if additional moving packages need to be made available.

Regulation of the pool during the initial sixty (60) months of operation will be subject to the terms of Item 6 and Side Letter No. 2 of this agreement.

Pool Handling

1. The parties will work together to establish the ratio of turns at each of the terminals of Laurel and Glendive. In order to maintain work equity, the pool will be handled in accordance with the following.
 - A. Unless otherwise agreed to by the parties, at each terminal a trainman board having a "primary" and "secondary" list will be maintained in the manner described below:
 - i. The "primary" list at each terminal will be the list from which trainmen will be called, in turn, to work or deadhead to the other terminal (except as provided in Section 1.E and 1.F).
 - ii. The "secondary" list will be a list of trainmen who are at their home terminal and have not been advanced to the primary list pursuant to the provisions of Section 1.A.vi.

- iii. Each trainman arriving at their home terminal will be placed at the bottom of the "secondary" list except when entitled to restoration of turn.
- iv. Each trainman arriving at their "away-from-home" terminal will be placed at the bottom of the "primary" list except when entitled to restoration of turn.
- v. Each "primary" list will have a "quota" which will be established in the following manner: Initially the designated BNSF Officer and the Local Chairmen (or their designee) will coordinate to specify the number of trainmen which should normally be on the primary list.

NOTE: This quota will include only the number of trainmen that should be on the primary list at any given time and shall not include crews on line-of-road or crews at the away-from-home terminal.

- vi. Once the "primary" count for a specific home terminal is below the designated "quota", a home terminal trainman on the secondary list will be moved to the bottom of the primary list.

EXAMPLE #1:

At Terminal "A", there are twenty trainmen assigned. The number of trainmen designated for the "primary" list is five, and there five trainmen with Home Terminal "A" on the primary list.

Once a home-terminal trainman is called on duty, the first out trainman on the "secondary" list would be immediately moved to the bottom of the "primary" list since, if this were not done, there would be only four home terminal pool crews in "primary" status which would not fulfill the quota.

EXAMPLE #2:

The same scenario as Example #1 except the quota has been reduced from five to four. In this case, in order to achieve the new quota of four, a home terminal crew is not moved from the secondary list to the primary list when a home-terminal crew is called.

EXAMPLE #3:

The same scenario as Example #1 expect the quota has been increased from five to six. In this case, in order to achieve the new quota of six, a home-terminal crew is immediately moved from the secondary list to the primary list without waiting for a home-terminal crew to be called.

- B. Except as otherwise provided in this agreement, ID pool trainmen will be called first-in, first-out, from the primary list maintained at each terminal, provided that the first-out trainman has had full rest under the Hours of Service Act. If possible and when no other trains would be delayed thereby, the first-out trainman's call may be held up for as long as thirty minutes so that they may obtain full rest and depart in proper standing. If the first-out trainman does not have full rest, the next following trainman that is fully rested will be used. If there are no rested trainmen available on the primary list, then the first-out rested trainman on the secondary list will be called. Should there be no trainmen on either the primary or secondary lists who are fully rested, then a "cut-in"

turn made up of extra board trainmen may be called at the home terminal to operate for one round trip under the provisions of this agreement.

- C. The designated BNSF Officer and Local Chairmen (or their designees) will review the starts attributable to each terminal on a weekly basis and make arrangements for equalization.

NOTE: It is understood that these reviews and adjustments may, by necessity, need to occur more often than once per week.

- D. The maximum number of trainmen (i.e., "quota") that will be on the primary lists at both Terminals will be initially determined and later changed (from time to time as service requirements and trainman availability changes) by the Superintendent (or designated BNSF officer) and the designated SMART-TD Local Chairpersons (or their designees). This quota may be different at each terminal.
- E. Trainmen may be called to deadhead separate from service "out of turn" from the away-from-home terminal, at any time after arrival, regardless of their standing in relation to home terminal trainmen and the normal pool rotation, except that trainmen must be called first-in/first-out in relation to other ID pool trainmen with the same home terminal.
- F. Trainmen may be called to deadhead separate from service out of the home terminal "out of turn", regardless of their standing in relation to away-from-home terminal trainmen and the normal pool rotation, except that trainmen must be called first-in/first-out in relation to other ID pool trainmen with the same home terminal.

Side Letter No. 2

The parties have agreed to initially conduct through freight operations under the terms of this agreement as a double-ended pool for a period of sixty (60) months. Approximately 40% of the applicable positions in Glendive, MT will be relocated to Laurel, MT upon implementation of this service. Over the subsequent period of 60 months, additional positions will be relocated from Glendive, MT to Laurel, MT as defined in Side Letter No. 1.

It was further agreed that we would establish a defined means of accommodating both reductions and increases to the pool, through the agreed-to mileage regulation terms of Item 5 that would partially mitigate additional adverse effect. To accommodate, all mileage attributable to the regulation from both ends of the double-ended pool would be utilized in the calculation. The total number of turns in the pool would then be distributed pursuant to the following tables.

It is the intent of the parties to avoid artificial inflation to the Glendive end of the pool since the agreement will eventually result in the entire pool be located in Laurel. To accomplish this, any pool turns in excess of the initial allocation would be established at Laurel. Any reduction of the initial total amount of pool turns would be shared between Glendive and Laurel.

Allocation Tables (side letter #2)

Pool Turn Allocation first 24 months

Total Turns Needed	Laurel Turns	Glendive Turns
11	11	0
12	12	0
13	13	0
14	14	0
15	15	0
16	15	1
17	16	1
18	16	2
19	17	2
20	17	3
21	18	3
22	18	4
23	19	4
24	19	5
25	20	5
26	20	6
27	21	6
28	21	7
29	22	7
30	22	8
31	23	8
32	23	9
33	24	9
34	24	10
35	25	10
36	26	10
37	27	10
38	28	10
39	29	10
40	30	10
41	31	10
42	32	10
43	33	10
44	34	10
45	35	10

Pool Turn Allocation 36th month through 48th month

Total Turns Needed	Laurel Turns	Glendive Turns
11	11	0
12	12	0
13	13	0
14	14	0
15	15	0
16	15	1
17	16	1
18	16	2
19	17	2
20	17	3
21	18	3
22	18	4
23	19	4
24	19	5
25	20	5
26	20	6
27	21	6
28	22	6
29	23	6
30	24	6
31	25	6
32	26	6
33	27	6
34	28	6
35	29	6
36	30	6
37	31	6
38	32	6
39	33	6
40	34	6
41	35	6
42	36	6
43	37	6
44	38	6
45	39	6

Pool Turn Allocation 48th month through 60th month

Total Turns Needed	Laurel Turns	Glendive Turns
11	11	0
12	12	0
13	13	0
14	14	0
15	15	0
16	15	1
17	16	1
18	16	2
19	17	2
20	17	3
21	18	3
22	19	3
23	20	3
24	21	3
25	22	3
26	23	3
27	24	3
28	25	3
29	26	3
30	27	3
31	28	3
32	29	3
33	30	3
34	31	3
35	32	3
36	33	3
37	34	3
38	35	3
39	36	3
40	37	3
41	38	3
42	39	3
43	40	3
44	41	3
45	42	3

Side Letter No. 3

It is agreed that if the Laurel-Glendive ID Pool Agreement is fully ratified, the following will apply:

1. Trainmen in the Laurel-Glendive ID pool will be allowed continuous held-away after 16 hours at the away-from-home-terminal (AFHT).
2. For a period of 24 months following the implementation of the Agreement, trainmen (both pre- and post-85) in the Laurel-Glendive ID pool will receive continuous overtime after 12 hours. Prior to the end of this time frame, the Parties will meet and discuss the possible extension of this provision.

Side Letter No. 4

Interdivisional (ID) pool freight assignments established by this agreement will be headquartered at Laurel, MT and protected by the Montana (03 – Former NP) Seniority District. However, the agreement provides that such crews may be required to make a side trip on the Wyoming (09 – Former CB&Q) Seniority District. Depending on the frequency and utilization of this side trip provision, the 03 district may eventually owe proportionate equity to the 09 district.

It is therefore agreed that BNSF will keep a record of the amount of 09 side trips required of 03 crews working in this service and the amount of miles traversed. Following each one year period, the equity will be calculated and miles owed the 09 district will be determined. The respective 03 district Local Chairperson at Laurel, MT will then elect whether to afford the 09 district the equity due on either a turn in this service at Laurel, MT or on the 03 turn on the Laurel Shuttle.

It should also be noted that any equity due the 09 district will be proportionately offset by the equity due the 03 district as a result of side trips contemplated by Article I(A)(i) of the Sheridan-Laurel ID Agreement. It is the intent of the parties that the periodic equity tabulation be conducted in concern with Side Letter No. 2 of the Sheridan-Laurel ID Pool.

**Agreed-To Questions & Answers
Laurel-Glendive ID Service**

Q1: Item 2(E); is the emergency short service limited to just one trip?

A1: No.

Q2: Item 3, Hours of Service Relief; will these crews be used for HOSR on Hettinger trains?

A2: That is not the intent of this agreement.

Q3: Item 5(B), are we required to ride on a train and not in a van?

A3: If there is a van already called they will be afforded the opportunity to ride in a van.

However, BNSF is not obligated to call a van solely to transport an employee laying off at the AFHT to the home terminal.

Q4: When a Sheridan (09) crew is required to make a side trip on the Forsyth subdivision or a Laurel (03) crew is required to make a side trip on the Big Horn subdivision, will all miles traversed during the side trip, including miles traversed in vehicle transport, be used in the equity calculation and compensation (if greater than time consumed)?

A4: Yes.

Q5: In Item 7(A)(ii), does BNSF have the right to incorporate this compensation into the trip rate without the concurrence of SMART-TD?

A5: No; incorporation of this side trip payment into the trip rate must be by mutual agreement.

Q6: Will crews working in this service be required to make side trips on the Sarpy and Colstrip Subdivisions? If so, how will they be compensated for the side trip?

A6: Yes, crews in this service may be required to make side trips on both the Sarpy and Colstrip Subdivisions. Any crew required to make such a side trip will be compensated all miles traversed during the side trip whether via highway or rail, in addition to the trip rate.

Q7: Item 10, will employees granted a labor protection guarantee be required to exercise their seniority to the outlying assignments at Sidney, MT or Hettinger, ND to protect that guarantee?

A7: No.

Q8: Does the clock on Washington Job Protection start on the date of agreement implementation; or on the date the individual employee suffers an adverse effect?

A8: On the date of agreement implementation.

Q9: In the event that Forsyth shuttle assignments are reduced as a result of the implementation of this ID service, would those employees be eligible for protection under the Washington Job Agreement?

A9: Yes.

Q10: In the event an employee qualifies for a job protection guarantee and is awarded a relocation package to Laurel, will he/she be subject to any offset of guarantee as long as he/she is on the highest rated assignment in Laurel?

A10: No; as long as the employee has utilized his seniority to the fullest extent in seeking the highest rated assignment in Laurel, there would be no such offset to his/her guarantee.

Q11: What are the geographical parameters of the parenthetical notation "or nearby location" in 1.1 of Attachment A and 1.1 and 3.1 of Attachment B?

A11: Within 30 miles of Laurel.

Q12: Is the one-day stay under Attachments A & B a 24 hour stay or one day charged by the hotel?

A12: The "one-day stay" is the equivalent of any continual period of 24 hours or less that the employee occupies the lodging facility.

Q13: Can an eligible employee take the 60 one-day stays for 60 straight days without checking out of the motel at Laurel?

A13: Yes

Q14: Will there be one or two extra boards (one for the 04 and one for the 03) in Laurel?

A14: Initially, there will be separate extra boards that protect the separate seniority districts. However, once 03 operations are established at Laurel, the parties will meet to determine if an equitable arrangement can be made to combine the extra boards.

Q15: Will the current Laurel Shuttle Extra Board be used to filled vacancies in the Laurel-Glendive pool?

Q15: No.

Q16: If a conductor is awarded a relocation package and subsequent bids to the Laurel Shuttle, would this be considered not protecting Laurel?

A16: The intent is to protect the new service at Laurel, but so long as they remain in Laurel BNSF would not demand repayment.

Q17: In the event an employee was assigned to a ground service position at either Glendive or Forsyth on November 1, 2014, and does not elect or request a relocation package, will the relocation benefits in Articles 10 and 11 of the Washington Job Protection Agreement be available to them at a future date if they can demonstrate they can no longer hold in their respective terminal as a direct result of this implementation?

A17: Yes.

Q18: If an employee was working in Glendive on November 1, 2014, but has insufficient seniority to hold at that location and is currently working in another terminal within the 03 seniority district, would they be eligible for relocation benefits in Attachment A?

A18: Yes

Q19: If a person was in new hire training in Forsyth on November 1, 2014, but currently working in Glendive, would they be eligible for the relocation benefits of Attachments A or B?

A19: Attachment A.

Q20: In the event an employee is required to repay relocation monies under the terms of Attachment A or B, would the repayment be the equivalent of the gross or net (take home) amount?

A20: The employee would only be required to repay the net (take home) amount.

Q21: In the event an employee is required to repay relocation monies under the terms of Attachment A or B, would the repayment be required to be a lump sum or would there be an opportunity to work out a reasonable repayment plan via payroll deduction?

A21: The employee would be allowed to work out a reasonable repayment plan via payroll deduction in the event they are still employed by BNSF.

Q22: When an employee accepting a relocation package is unable to hold a position at the terminal of Laurel and is working at another terminal, will that time count towards the 36-month tie down period?

A22: Yes. Employees electing to take Option 1 or 2 of Attachment A, or Option 1, 2, 3, or 4 of Attachment B are obligated to protect service at Laurel for a period of 3 years. This period of protection is not suspended or extended due to an employee's inability to hold a position in this service at Laurel due to insufficient seniority.

Q23: Will an employee who is in LETP status be allowed to place a bid on the relocation packages? If so would they use their trainmen seniority?

A23: An employee that is currently participating in LETP would not be deemed ineligible for a relocation package due his/her current training. However, they would be required to successfully complete the LETP process before relocating. Inasmuch as they do not possess a usable date on the engineer's roster, they would only be eligible for the trainman packages if they were in either Glendive or Forsyth on November 1, 2014.

Q24: In the event an employee is awarded a relocation package, protects service at Laurel, and is subsequently displaced and unable to hold a position at this location, will BNSF provide notification to the employee when assignments become available?

A24: Yes, but the employee must notify the appropriate BNSF authority of his/her desire to receive such notifications.

Q25: If a conductor subsequently decertified while working in Laurel and there are no non-certified positions available to him/her at this location, will they be required to repay the moving incentives?

A25: No; however, when the conductor's decertification expires, they will be required to protect service at Laurel as soon as may do so under existing agreements.

Q26: Will a person be required to pay back a relocation benefit if injured and unable to return to service?

A26: No; however, they would be ineligible for any subsequent payments until returned to active service.

Q27: Will cut back engineers get trainmen relocation or engineer's relocation packages?

A27: This will be determined by the craft in which the eligible employee was working on November 1, 2014.

Q28: In the event an employee would be awarded one of the relocation packages and 6 months later is awarded a bid in a LETP class in Minot, will this be considered a voluntary move and be required to repay the relocation?

A28: No, but they would be required to protect Laurel when in ground service and may not be eligible for any additional payments.

Q29: If a dual seniority employee takes a relocation package to Laurel and they are presently subject to primary recall for engine service at Glendive or Forsyth, will they still be required to protect engine service at Glendive or Forsyth for the 3 years?

A29: No; the remainder of the primary recall term will be changed to Laurel.