

MEMORANDUM OF AGREEMENT  
Between  
BNSF Railway  
And  
SMART – Transportation Division

Pursuant to the BNSF's notice dated November 15, 2013, as modified December 27, 2013 and in accordance with Article IX of UTU 1985 National Agreement, the parties agree that multi-directional intraseniority district service may be established at Tulsa, Oklahoma to work intraseniority district service to Fort Scott, Kansas and Madill, Oklahoma with the home terminal at Tulsa.

The following will further modify the BNSF's November 15, 2013 Notice, as modified December 27, 2013, as they apply specifically to any remaining "protected" employees at Fort Scott identified in PLB 7293 Award 83.

It is recognized that as a group, the remaining Fort Scott "protected" employees retain a fundamental right to all freight service operated between Fort Scott and Afton, Oklahoma, and up to 50% of the unassigned interdivisional service operated between Fort Scott and Tulsa, although attrition has, and will continue, to reduce that percentage. In lieu of these retained fundamental rights, the following will apply:

**1. ATTRITION EXTRA BOARD**

- a. On the effective date of this Agreement, the current "double-ended" ID pool operation between Fort Scott, Kansas and Tulsa, Oklahoma will be discontinued. Except as provide below, all ID through freight service operated on this territory will thereafter be headquartered at Tulsa, Oklahoma and governed by a separate Agreement.
- b. At the same time, once the Conductor and Brakeman positions on the Columbus road switcher are permanently assigned, the remaining Fort Scott protected employees identified in PLB 7293 Award 83 will be placed to a Conductor's extra board which will operate under the provisions of Article III of the 1993 Crew Consist Agreement, except that this extra board may only be reduced by attrition.
- c. Employees on the Fort Scott Conductor's extra board will work first-in/first-out on an "as-needed" basis for any service they previously held rights to, including filling temporary vacancies on the Columbus Road Switcher and handling southbound trains between Fort Scott and Tulsa.
- d. It is agreed that in any case, the number of trains handled to Tulsa by Fort Scott protected employees should not exceed 20% of the total southbound trains operated to Tulsa during any given pay-period.

- e. Fort Scott protected employees used to handle trains to Tulsa will deadhead back to Fort Scott in combined service. In other words, tie-ups at Tulsa will be governed by Article 35, Sections B and C of the Conductors and Brakemen's Schedule.

## 2. REST CYCLES

- a. Employees on the Fort Scott Conductor's extra board will be allocated a 5/2 work/rest cycle by the BNSF at the BNSF's sole discretion. A work/rest cycle is defined as five consecutive days during which an employee is available for service, paid in lieu of service (PLDs, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and two consecutive rest days (the rest cycle).
- b. Both rest cycle days are mandatory.
- c. Mark off for scheduled rest days will occur automatically at 9:00 a.m. or upon tie up from previous duty, whichever is later, on the first scheduled rest day. Except as provided below, markup will occur automatically so that the employee is available to protect service on duty on or after 9:00 a.m. on the day following the last scheduled rest day.
- d. In order to insure that employees will have two full rest days available for each rest cycle, employees who do not tie-up at or before 9:00 a.m. on the first day of the rest cycle, will have their scheduled rest cycle begin upon tie up at the home terminal and it shall run for 48 hours.
- e. Employees shall not have their guarantee offset for either day of the 2-day rest cycle.
- f. If an employee should exercise his/her option to change rest cycles, only four rest cycle days in any given payroll period will be protected from any guarantee offset. Otherwise, any additional rest cycle day will offset the guarantee by 1/15.
- g. Employees shall not have their guarantee offset for time off due to rest required by Federal Hours of Service Regulations.
- h. The "no-offset" provision above is exclusive to this Agreement, without prejudice to either party's position on the propriety of such offsets.
- i. For the first unpaid unavailability event (a 24-hour period, or portion thereof) during the work cycle in a payroll period, there shall be 3/15 (three-fifteenths) offset of all guarantee accrued for the payroll period. An employee absent for more than 24 hours will forfeit their entire guarantee accrued for the payroll period.

- j. For the second unpaid unavailability event (a second 24-hour period, or portion thereof) during the work cycle in a payroll period, the employee shall forfeit all guarantee accrued for the payroll period.
- k. Guarantee offsets for paid unavailability will be handled under existing rules governing layoffs while assign to a guaranteed extra board.
- l. Paid Jury Duty and paid Bereavement Leave will also be considered as “paid” days for purposes of this section.
- m. When a Local Chairman of SMART-TD must be off during a work-cycle to conduct union business, guarantee where applicable, shall be offset 1/15th for each 24-hour period of unavailability, or portion thereof. Unavailability under this Section shall not count toward guarantee forfeiture pursuant to Sections i and j hereof.
- n. Employees exercising displacement rights to this guaranteed extra board must displace the junior employee holding their desired work/rest cycle, but will be afforded the ability to subsequently bid and be assigned open rest cycle days through the electronic bid system.
- o. Prior to making any adjustments to the rest cycle tracks for any particular extra board, a supervisor within Crew will notify the appropriate Local Chairman to discuss why the change is needed.
- p. In the event the Local Chairman does not agree that the change is justified, the matter will be promptly elevated to the involved General Chairman and the Regional Vice President or his designee for resolution
- q. Employees force assigned to this guaranteed extra board must displace the junior employee and will assume the work/rest cycle of the position to which they are forced.
- r. The so-called “Smart Rest” option specified in Section 5 of the RSIA Core Agreement shall not be available to employees on extra boards covered by this Agreement.

### **3. COMPENSATION**


- a. For service performed beyond Afton (AKA ID service), whether working all the way to Tulsa or turning at a point beyond Afton but short of Tulsa, the Conductor will be allowed the current flip trip rate.
- b. All non-ID service performed by Fort Scott protected employees will be paid under the old pay system

4. MISCELLANEOUS


- a. This Agreement does not in any way abrogate any Midwest Seniority District prior rights these employees hold on the Afton Zone.
- b. The Carrier will continue to make the same level of contributions to the Afton Zone Productivity Fund as it did previous to this Agreement, including all service worked exclusively on the Afton Zone and 50% of the ID train starts on the Fort Scott-Tulsa ID territory.
- c. This Agreement does not change the provision requiring the Fort Scott protected employees to first fill positions on the Columbus Road Switcher assignment ahead of any Fort Scott extra board position.
- d. The provisions of Article V, Section 2(b) of the UTU 1996 National Agreement regarding vacation qualification shall apply to this extra board except the 90 day maximum limitation is removed. In other words, all "days-on-board" without performing service shall be credited toward vacation qualification.
- e. Except as specifically modified herein, the provisions of this Agreement shall not be construed as modifying, amending or superseding any schedule rule or the Merger Protective Agreements as implemented between the Carrier and UTU/SMART-TD. As it pertains to Fort Scott protected employees, this ID Agreement will replace the current ID Agreement in its entirety.

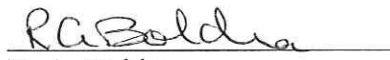
This Agreement shall take effect on 2/20, 2014, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:

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

For SMART-TD:

  
\_\_\_\_\_  
R. S. Knutson  
General Chairman, SMART-TD

  
\_\_\_\_\_  
R. A. Boldra  
General Director, Labor Relations

## Agreed to Questions and Answers

- Q1. Do the provisions of Section 2 (f) (rest day offsets) apply to involuntary moves to and from the board such as force assignments?
- A1. No. The provisions of 2 (f) apply only to voluntary seniority moves from one set of rest days to another set of rest days on the same board.
- Q2. For the purpose of vacation qualification, what multiplying factor will apply to this extra board?
- Q2. It was agreed that the 1.6 multiplying factor will apply to this extra board.