

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, 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.

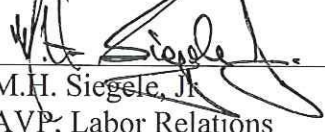
The following will further modify the BNSF's November 15, 2013 Notice, as modified December 27, 2013, as it applies specifically to any remaining "protected" employees at Madill as provided for in the April 20, 1981 "Madill" ID Agreement.

Through the attrition process set up in the Madill ID Agreement, the employees listed on Attachment A of this Agreement currently retain the right to man one ID pool turn operating from Madill to Tulsa, Oklahoma. In lieu of these retained rights, the following will apply:

1. On the effective date of this Agreement, the current "double-ended" ID pool operation between Madill and Tulsa, Oklahoma will be discontinued. Thereafter, all ID through freight service operated between Madill and Tulsa, Oklahoma will be headquartered at Tulsa and governed by a separate Agreement.
2. In exchange for their retained right to man a single ID pool turn between Madill and Tulsa, the Carrier will make a total of \$120,000 available to be shared equally among all Madill protected employees still in active service on the effective date of this Agreement.
 - a. Until such time as it can be verified that all remaining Madill protected employees have been identified, the Madill "protected" employees listed on Attachment A to this Agreement will receive an initial payment of \$10,000, which will be due upon implementation of this Agreement. After it is verified that all remaining Madill protected employees have been identified, but no later than 60 days after implementation of single-ended ID service between Tulsa and Madill, the remainder of the \$120,000 will be distributed.
 - b. It is understood that this payment is in exchange for the relinquishment of the specific right to man a single ID pool turn working between Madill and Tulsa as provided for in the April 20, 1981 ID Agreement, and has no effect on these employees' right to work any assignment utilizing their Midwest Seniority.
3. As it pertains to Madill protected employees, this 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. Siegel, Jr.
AVP, Labor Relations

For SMART-TD:



R. S. Knutson
General Chairman, SMART-TD



R. A. Boldra
General Director, Labor Relations