

## 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 to establish a multi-directional pool at Tulsa, Oklahoma to work intraseniority district service to Ft. Scott, Kansas and Madill, Oklahoma with the home terminal at Tulsa.

The following will further modify BNSF's November 15, 2013 Notice, as modified December 27, 2013, as it applies to the proposed multi-directional ID pool that is to be headquartered at Tulsa, working to Fort Scott and Madill.

### **1. Through Freight Service**

- a. At BNSF's sole discretion, through freight service on these runs will be handled by Conductors in "assigned" service under the provisions of Attachment A of this Agreement, or by "unassigned" pool Conductors operating first-in/first-out under existing Schedule Rules.
- b. Subject to the exceptions contained in Attachment A, crews will maintain their position in the pool if runaround at the initial terminal, en route, or at the away-from-home terminal. Pool crews working under the terms of this Agreement will operate utilizing the BNSF's "Home on Duty" process. The Home on Duty process provides that employees 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.

### **2. Pool Regulation**

Pool regulation shall be in accordance with Article 30, Section E of the SLSF Conductors' and Brakemen's Schedule except as follows:

- a. Rather than using miles to regulate the pool, the Start Table that is Attachment B to this Agreement shall determine the number of turns that should be in the pool. This Start Table has been indexed for the 130 mile day and shall not be further modified except by mutual agreement of the Parties.
- b. BNSF's automated pool regulation programming will be utilized for pool regulation. The designated Local Chairmen will have access to that report and calculation giving them the opportunity to review the automated regulation calculation.

### **3. Compensation**

- a. Conductors in this pool will be allowed a trip rate of \$272.53 for deadheading, plus applicable short crew special allowances and certification pay for working to either Fort Scott or Madill. The Conductors' "flip" rate shall be \$621.36.
- b. Brakemen, when called, will be allowed a trip rate of \$255.51 for deadheading, plus applicable short crew special allowances for working to either Fort Scott or Madill. The Brakemen's "flip" rate shall be \$579.70.
- c. Overtime for "post-'85" Conductors and Brakemen will be paid after all miles run (@ 16.25 miles per hour) in accordance with the UTU 1985 National Agreement. The overtime threshold for "pre-'85" Conductors and Brakemen will be based on the current (25 miles per hour) calculation.
- d. All elements of the trip rates applicable to this pool are increasable by any future GWI and/or COLA.
- e. Conductors and/or Brakemen 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 UTU 1985 National Agreement, Article VI.
- f. Conductors in this service who are held at the away-from-home terminal in excess of 16 hours shall receive continuous held-away-from-home terminal pay until placed on duty and under pay for such service. This does not supersede the enhanced held-away-from-home provisions due Brakemen operating in this service pursuant to Article 1, Section 6, of the November 1, 1993 Crew Consist Agreement.

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

### **4. Hours of Service Relief**

- a. Hours of Service Relief within the limits of this pool may be handled by any crew or applicable extra board with contractual operating authority over the entire territory to be traversed.
- b. Nothing contained in this Agreement is intended to prohibit these Conductors from being used on trains that traverse only part of the specified territory, provided Conductors 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 Conductors from combining trains or exchanging trains with other Conductors destined to the same terminal.

## **5. Lodging and Meals**

- a. Suitable lodging (as defined by applicable Agreement) shall be provided for Conductors tied up at their away-from-home terminal.
- b. Conductors 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.

## **6. Meal Period**

- a. In order to expedite the movement of trains operating between Tulsa and Fort Scott or Madill, the crews will not stop their train to eat. The current trip rate includes the historical meal allowances and there is no additional compensation due.

NOTE: This does not preclude a crew 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 the crew 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.

## **7. Mileage for Terminal to Terminal Operation**

Conductors working in this pool will be allowed 166 miles to Fort Scott and 178 miles to Madill.

## **8. Called and Released**

- a. When a Conductor in this unassigned pool is called and released, after time of going on duty but before road trip commences, such crew will be paid a basic day and stand first out on the board, after receiving ten hours undisturbed rest.
- b. When a Conductor in this unassigned pool is called and released before going on duty, but after leaving his calling place, such crew will be paid one-half of a basic day and stand first out on the board.
- c. When a crew in this unassigned pool is called and released before going on duty, and before departing his calling place, no payment will be allowed, but such crew will stand first out on the board. If the Carrier attempts to cancel the call within 30 minutes from issuance, the trainman is "assumed" to have been notified prior to leaving his residence and/or lodging facility.
- d. Crews called and released at the away-from-home terminal after commencing held-away under Section 3(f) above, will not have their held-away payments

interrupted by such call and release. However, any continuing held-away payments will be offset by any called-and-release payment allowed under the provisions of this Section.

- e. The above provisions do not apply to extra board employees called for this service and those employees will be handled in accordance with the applicable rule.

#### **9. Returned to Initial Terminal**

Conductors in this unassigned 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 actual continuous miles for the trip (but not less than the straightaway mileage terminal to terminal), whichever is greater. Crews in unassigned pool service shall be restored to first-out position after they are rested.

#### **10. Lay Off**

Conductors in this pool will lay off at their home terminal, except in case of emergency, such as illness or injury, and will report to home terminal only. They will be permitted to ride a train to the home terminal provided they notify the dispatcher and Supervisor in advance when laying off at their away-from-home terminal. Under these circumstances, the BNSF may use a Conductor at Fort Scott or Madill to protect the vacancy back to Tulsa where the Fort Scott or Madill Conductor will be immediately deadheaded back to Tulsa and allowed the flip trip rate.

#### **11. Familiarization Pay**

Trainmen who become assigned to this Tulsa multi-directional ID pool or the Tulsa Conductor Extra Board will be allowed compensation for any required familiarization at their new location at the Conductor extra board rate of pay for each day they are required to familiarize. During familiarization, Trainmen will also be eligible to receive held away-from-home terminal allowances and all applicable meal allowances.

#### **12. Savings Clause**

It is recognized that BNSF retains the current right to establish separate interdivisional service between Tulsa and Sherman under existing Agreement.

#### **13. Modification Clause**

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 BNSF and the United Transportation

Union. This ID Agreement will replace the current ID Agreements in their entirety except that BNSF retains the right to implement ID service between Tulsa and Sherman as previously established. In the event the BNSF implements ID service between Tulsa and Sherman, the Organization retains the right to any and all protections associated with such implementation.

**14. Discontinuation of Assigned Service**

Although a workable “assigned service” arrangement is one of the principle goals of this operation, it is recognized that the BNSF retains the right to discontinue assigned service should it prove unworkable. In the event that assigned service is discontinued, such discontinuation does not, in and of itself, alter the “reasonableness” of this ID service as it pertains to any rights the Organization holds, under Article IX of the 1985 National Agreement, to seek third party intervention.

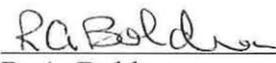
**15. Non-referable Clause**

The provisions of 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.

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:  
  
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M.H. Stegele, Jr.  
AVP, Labor Relations

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

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

## Attachment A

Assigned through freight service may be established on the Tulsa-Madill / Tulsa-Fort Scott ID run as follows:

1. It is intended that the maximum number of assignments should be made available to employees. However, BNSF retains the right to adjust the number of assignments prior to posting advertisements for the next bid-pack period. In other words, this does not contemplate the discontinuance of any assignment during (in the middle of) a bid-pack period.
2. For the initial period, the duration of all bid-packs will be for 8 weeks.
  - a. These bid-packs will approximate the same number of monthly work opportunities as were available under standard unassigned pool service (10-11 starts per month).
  - b. For the initial 8 week period, bid-packs will be advertised to 70% of the existing pool. These Bid-packs will contain assigned on-duty dates and times for an 8 week period.
  - c. The remaining 30% of the existing pool turns will be advertised as pool/extra board positions.
  - d. It was agreed that implementation of this assigned through freight service should not reduce the number of employees working at Tulsa per se. In other words, BNSF will maintain the same number of employees at Tulsa as if the assigned service was not in affect.
  - e. Bulletins will be posted to close 5 days prior to the assigned service implementation so that all employees will be provided the necessary familiarization trips prior to implementation.
3. After the initial 8 week period, the following will apply:
  - a. The duration of all bid-packs will be increased from 8 weeks to 12 weeks.
  - b. In the event that bid-packs would otherwise expire near a holiday, BNSF may lengthen or shorten an advertised bid-pack period by one week. This does not contemplate such adjustments being made during (in the middle of) a bid-pack period, but rather that it be done when the bid-pack is advertised.
  - c. Bid-packs of lesser or greater duration, home-start cycle times, and/or rest cycle periods may be developed by mutual agreement of the Parties and made available.

- d. In keeping with the Parties' intent that the maximum number of through freight positions become assigned, the initial percentage of assigned positions may be adjusted up or down at BNSF's sole discretion.
4. Bid-packs will be advertised and assigned (including force-assignment) under existing Schedule Rules.
5. For each trip, the employee will be paid the single trip rate established in Section 3 of the core Agreement, with the applicable overtime threshold for service performed.
6. Successful bidders for these assignments will be required to remain on his/her bid-pack position for the entire 8 week duration of the bid-pack. No otherwise senior employees may displace these employees unless:
  - a. the senior employee is no longer able to hold a job headquartered at Tulsa (Cherokee or Creek Zones) or outside locations for which Tulsa (Cherokee or Creek Zones) is the source of supply, or
  - b. the senior employee is from another location and is unable to hold any position on his/her seniority district.
7. Assigned through freight crews will be deadheaded back to Tulsa in combined service after being used to perform short turn around hours of service relief out of the away-from-home terminal. The crew will be paid the basic trip rate with overtime commencing after 8 hours.
8. Assigned through freight crews used for any service short of the away-from-home terminal and returned to Tulsa will be paid a flip trip rate for such service.
9. Assigned through freight crews will rotate with the extra board crews at the away-from-home terminal but may be deadheaded back home out of turn to assure rest for their next on duty time.

NOTE: This does not contemplate one assigned turn deadheading around another assigned turn.

10. BNSF can change the on duty time for the assigned crews by noon on Friday for any affected starting time during the next week starting on Monday for known issues such as maintenance windows. The on duty time will not be changed more than 4 hours but can be earlier or later.
11. The assigned crews will report on their scheduled work time without being called for service. If not rested, the assigned crews will report on their rest. If not rested for their second consecutive on duty time, the assigned crews will not report for service and will be paid two trip rates.

12. Conductors will have the option to adjust the start time of a vacation of 7 days or more to coincide with their last start time ahead of their scheduled vacation or first start time after their scheduled vacation.
13. It was understood that BNSF would have four detached employees headquartered at Tulsa to assist in managing the assigned through freight operation for the initial 8 week implementation. Two detached employees would be from the BLET and two detached employees would be from SMART-TD. These employees would be compensated their lost earnings while in detached service.

**Attachment B**

It was agreed that the start table below would be used to regulate the new pool; Tulsa to Madill and Fort Scott. This table includes the adjustment for the 130 mile basic day increase.

| <u>Starts</u> | <u>Crews</u> |
|---------------|--------------|
| 0-6           | 1            |
| 7-11          | 2            |
| 12-17         | 3            |
| 18-23         | 4            |
| 24-29         | 5            |
| 30-35         | 6            |
| 36-40         | 7            |
| 41-46         | 8            |
| 47-52         | 9            |
| 53-58         | 10           |
| 59-64         | 11           |
| 65-70         | 12           |
| 71-75         | 13           |
| 76-81         | 14           |
| 82-87         | 15           |
| 88-93         | 16           |
| 94-99         | 17           |
| 100-105       | 18           |
| 106-110       | 19           |
| 111-116       | 20           |
| 117-122       | 21           |

## Agreed to Questions and Answers

### Core Agreement

Q1. How is overtime under Section 3 (c) calculated?

A1. Post-1985 Conductors will be paid overtime based on the mileage of the territory where service is performed. For post-1985 Conductors working to Fort Scott (166 line miles), overtime will occur after 10.21 hours on duty (166/16.25 mph). For post-1985 Conductors working to Madill (178 line miles), overtime will occur after 10.95 hours on duty (178/16.25 mph).

Since both of these runs are less than 200 miles, pre-1985 Conductors are paid overtime after 8 hours.

### Attachment A

Q1. Are Conductors in assigned pool service subject to calls for emergency service?

A1. As it pertains to emergency Engineer service, the answer is yes, in accordance with the provisions of BLET Agreement Rules.

As it pertains to any ground service position, the answer is no. Conductors who do not wish to field calls for emergency service should have their "no-call" flag set accordingly.

Q2. How long before an assigned starting time must a Conductor lay off in order to avoid being shown as laying off on call (Code LOC)?

A2. Assigned Conductors are still presumed to have a standard 90 minute call. Layoffs occurring prior to 90 minutes before the assigned starting time will not result in an LOC.