

MEMORANDUM OF AGREEMENT
Between
BNSF Railway
and
SMART-TD

As a Pilot Agreement, the following will apply to the Amarillo-Enid; Enid-Amarillo; Amarillo-Wellington; and Wellington-Amarillo pools:

1. Pool Service

A. The existing Amarillo-Enid and Amarillo-Wellington Pools will augment/supplement each other without penalty:

- i. If a cut-in turn stands to be called in the Amarillo-Enid Pool, rested Amarillo trainmen in the Amarillo-Wellington Pool will be called in first-in, first-out standing order. The trainman called will be paid the earnings of the assignment actually worked (i.e., no penalty or make whole – see NOTE 1). If the Amarillo-Wellington Pool is exhausted, the trainman standing first out and rested on the Amarillo combo extra board will protect the Amarillo-Enid Pool vacancy. If the combo extra board is exhausted, the vacancy will be filled in accordance with ATSF Eastern/Western SMART-TD Schedule Rules.
- ii. If a cut-in turn stands to be called in the Amarillo-Wellington Pool, rested trainmen in the Amarillo-Enid Pool will be called in first-in, first-out standing order. The trainman called will be paid the earnings of the assignment actually worked (i.e., no penalty or make whole – see NOTE 1). If the Amarillo-Enid Pool is exhausted, the trainman standing first out and rested on the Amarillo combo extra board will protect the Amarillo-Wellington Pool vacancy. If the combo extra board is exhausted, the vacancy will be filled in accordance with ATSF Eastern/Western SMART-TD Schedule Rules.

NOTE 1: If an Amarillo-Wellington pool trainman is called to supplement the Amarillo-Enid pool, they would be due the Amarillo-Enid trip rate. If an Amarillo-Enid trainman is called to supplement to Amarillo-Wellington pool, they would be due the Amarillo-Wellington trip rate. There is no penalty for these pool crews to supplement each other. All other supplementation pay rules remain undisturbed.

NOTE 2: 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 supplementing the pool is not necessary.

- iii. All employees assigned to one of these road pools or extra board must protect all calls for service as outlined in Paragraphs 1(i) and 1(ii).

- B. Amarillo away-from-home trainmen in this service may be deadheaded between Wellington and Enid to operate a train from Wellington/Enid to Amarillo in continuous service. Trainmen will not be tied up more than once at an away-from-home terminal. In addition, trainmen will not be deadheaded at the end of their trip if arriving at Enid/Wellington with ten (10) hours or more hours on-duty. This service will be known as Route B and will be compensated as outlined in Paragraph 9 below.
- C. All previously agreed to methods of work distribution/mileage equalization in these pools are hereby superseded. Unless otherwise agreed to, the distribution of work between the home terminal and away-from-home-terminal pool freight trainmen will be handled as outlined in Side Letter #2.
- D. Trainmen operating in these pools may operate through Amarillo on continuous operation without release in order to receive/deliver their train at any location up to, and including:
 - i. MP 572 on the Hereford Subdivision
- E. Trainmen operating in these pools may operate through Enid on continuous operation without release in order to receive/deliver their train at any location up to, and including:
 - i. MP 525 on the Avard Subdivision
- F. These pools will protect freight service, in all directions, within this territory, including all routes and side trips.

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. 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 working under the terms of this Agreement will be positioned at the home terminal based upon home-on-duty times.
- C. Trainmen working under the terms of this Agreement will be positioned at the away-from-home terminals based upon home-on-duty times.
- D. When two pool trainmen are to be called 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 ATSF Eastern and Western trainmen schedule rules will apply.

- E. Trainmen in this service may be deadheaded via van or train, unless emergency conditions warrant another mode of transportation.

NOTE: Emergency conditions includes acts of God, wrecks, washouts, derailments, fires, floods and mudslides which interferes with the operation of trains.

- F. Trainmen may trade trains operating in the same direction, but they will not be required to trade trains moving in the opposite direction. Compensation for trading is covered in Section 9.

Note: Crews traversing eastbound may not trade trains with crews from the opposite pool, however crews traversing westbound may.

- G. When a trainman is required to report for duty or is relieved from duty at a point other than the on/off duty points for these pools, BNSF shall provide suitable transportation for the trainman.

3. Returned to Initial Terminal

- A. 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):

- i. When a trainman is required to report for duty or is relieved from duty at a point other than the on and off duty locations established for this service, BNSF will authorize and provide suitable transportation and lodging.

- B. A trainman in pool service who is turned back to the home or away-from-home terminal short of the distant terminal for any reason will be paid the one-way trip rate of the applicable route with overtime commencing after eight (8) hours (regardless of miles run). If the miles traversed are greater than that included in the one-way trip rate, the trainman will be paid any additional miles using CA Code MS over and above the trip rate with no extension of the overtime threshold.

- i. If the trainman is tied up at the home terminal, they will be placed to the bottom of home terminal board based on their tie-up time.
 - ii. If the trainman is tied-up at the away-from-home terminal they will be placed first out (available after rested).

4. Hours of Service Relief

- A. For the Amarillo-Enid Pool, the following will apply:

- i. Eastbound trains between Amarillo and Shattuck, including Shattuck - The pool freight trainman standing first out at Amarillo from the Amarillo/Enid Pool
 - ii. Eastbound trains between Shattuck and Enid -- Extra Board trainman at Enid.

NOTE: Enid trainmen will be kept territorially qualified to perform the HOS work they are entitled to under this Section 4.

- iii. Westbound trains between Enid and Shattuck, including Shattuck - The pool freight trainman standing first out at Enid from the Amarillo-Enid pool.
- iv. Westbound trains between Shattuck and Amarillo - Extra Board trainman at Amarillo.

NOTE: In the event that no Enid trainman is rested and available to perform the HOS work specified above and it is necessary to use an Amarillo trainman at the away-from-home-terminal to perform such work in short turn service, upon completion of the short turn service, the Amarillo trainman will be immediately deadheaded to their home terminal of Amarillo. They will be paid for any line or miles spent on the short turn service with a minimum of a basic day and then a trip rate for the deadhead home. There will be no run arounds for Amarillo trainmen tied up at Enid for the working and deadhead combined service into and out of Enid.

B. For the Amarillo-Wellington pool, the following will apply:

- i. Westbound trains between Wellington and Waynoka, including Waynoka – The pool trainman standing first out at Wellington.
- ii. Westbound trains between Waynoka and Amarillo – Extra Board trainman at Amarillo.
- iii. Eastbound trains between Amarillo and Waynoka, including Waynoka – The pool trainman standing first out at Amarillo.
- iv. Eastbound trains between Waynoka and Wellington – Extra Board trainman at Wellington.

C. This does not preclude BNSF from using its already established rights under existing agreements to use, for instance, yardmen to perform such work.

D. 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.

5. Called and Released

- A. When a pool trainman is called and released at any point after being called for service such trainman will be paid a one-way trip rate of the trip for which called and stand last out on the board.

NOTE: The above provision will also apply to extra board employees called for “cut in” turns who are called to perform service in these pools.

- B. 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.

NOTE: A trainman called and released at the away-from-home terminal will continue to be on held away from the trainman’s prior tie-up time until the trainman is called to perform service to the home terminal.

6. Vacancies and Lay Offs

- A. All temporary vacancies occurring on these interdivisional pool turns at the home terminal will be filled by the trainman’s extra board.
- B. When trainmen in this service mark up from layoff, or place to a turn via standing bid or displacement rights, the following will occur:
 - i. If the turn is at the home terminal, they will be marked back to the turn and assume its current position on the board. Trainmen must work the position bid or displaced at least one trip prior to vacating unless displaced by a senior employee.
 - ii If the turn is working or at an AFHT, the turn will automatically be placed to the bottom of the board (The employee previously on the turn will be placed on a bogus position which will be removed from the board upon tie-up at the home terminal).
- C. Layoffs resulting in permanent vacancies as defined by the ATSF E/W agreements will continue to be handled by the terms outlined in those agreements.
- D. Trainmen in these pools will not be allowed to lay off at an away-from-home terminal, except in case of emergency, such as illness or injury.

7. Pool Regulation

- A. Unless otherwise agreed to, these pools will continue to be regulated under current mileage agreements which require indexing of mileage agreements and use of trip rate miles. In addition, the use of both “home-cycle” time component and historical layoff percentages may be considered in the regulation of these pools by mutual agreement.

- i. Should BNSF foresee an exigent increase or decrease in traffic/volume at any location they will immediately present the Local Chairman with information concerning that increase/decrease and the number of turns that may need to be adjusted to account for the change.

8. Qualification/Familiarization

- A. Unless otherwise mutually agreed to, once qualified/familiarized trainmen will be required to maintain that qualification.
 - i. When a trainman gets within sixty (60) days of their qualification over any territory expiring they will be given an electronic notification of such. Upon tie-up, the trainman will have the option of placing themselves at the bottom of the working board of the single/static-direction pool of the route they need to re-qualify on. Once they reach first out, they will be called to work that route, thereby renewing their qualification.
 - ii. If a trainman gets within fifteen (15) days of their qualification over any territory expiring without having taken the steps outlined in 8(A)(i) above, upon tie-up they will automatically be placed at the bottom of the working board of the single/static-direction pool of the route they need to re-qualify on. Once they reach first out, they will be called to work that route, thereby renewing their qualification.
- B. Until programming for this process is complete, BNSF will handle this process manually.

9. Compensation

- A. Trainmen will be compensated the following trip rates, subject to National Agreement provisions:

<u>Conductors</u>	<u>Trip Rate</u>	<u>Flip Rate</u>
Amarillo-Wellington	\$689.45	N/A
Amarillo-Enid	\$584.41	N/A
Amarillo-Wellington Route B	\$935.64	N/A
Amarillo-Enid Route B	\$830.60	N/A
<u>Brakemen</u>	<u>Trip Rate</u>	<u>Flip Rate</u>
Amarillo-Wellington	\$634.56	N/A
Amarillo-Enid	\$535.53	N/A
Amarillo-Wellington Route B	\$866.20	N/A
Amarillo-Enid Route B	\$767.17	N/A

- i. Trainmen will be allowed overtime when on duty more than 8 hours while operating between Amarillo and Canadian. Trainmen will be allowed overtime after running off the 175 miles between Canadian and Enid.

- Note 1: These trip rates will remain subject to all future GWIs and COLAs.
 Note 2: All overtime thresholds remain subject to the trip rate "overtime extender"

- B. Trainmen who are utilized to traverse through any of the terminals without release as outlined in 1(D) or (E) above will be compensated the following trip rates. No extension of the current overtime threshold of the pools noted will occur:

<u>Conductors</u>	<u>Trip Rate</u>	<u>Flip Rate</u>
Amarillo-Wellington	\$878.97	N/A
Amarillo-Enid	\$773.93	N/A
Amarillo-Wellington Route B	\$1125.16	N/A
Amarillo-Enid Route B	\$1020.13	N/A

<u>Brakemen</u>	<u>Trip Rate</u>	<u>Flip Rate</u>
Amarillo-Wellington	\$813.26	N/A
Amarillo-Enid	\$714.22	N/A
Amarillo-Wellington Route B	\$1044.89	N/A
Amarillo-Enid Route B	\$945.86	N/A

- C. Trainmen in these pools will be afforded continuous held-away after sixteen (16) hours at the away-from-home terminals until placed on duty and under pay for service.
- D. When a trainman expires under the Hours of Service Law en route to the final terminal, the trainman will be paid on a minute-basis from the time the trainman expires under the Hours of Service Law until the departure of transportation (at the location where the trainman expired) to the final terminal.
- i. At no time will wait time and overtime be paid concurrently. When the trainman meets the qualifications for both payments, only overtime will be due.
- E. Trainmen may trade trains operating in the same direction, but they will not be required to trade trains moving in the opposite direction. When a trainman trades trains in the same direction, the trainman will be paid one hour in addition to all other earnings for the trip. Only one such payment will be due per tour of duty.
- F. 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 Article VI of the 1985 UTU National Agreement.
- G. Any required initial familiarization trips will be compensated at the trainman trip rate of the assignment for which called to familiarize. After being compensated for familiarization trips at Amarillo or Wellington, a trainman must work a road assignment at that source of supply for 30 days, unless they are unable to hold a road assignment at source of supply.
- H. Any side trips not included in the trip rates will be compensated in accordance with ATSF EW Agreement rules.

10. Lodging and AFHT Meals

- A. Suitable lodging as outlined in the ATSF agreement shall be provided for trainmen tied up at the away-from-home terminal.
- B. Trainmen who are performing this interdivisional service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, as amended.

11. Meal Period

- A. In order to expedite movement of trains operating under this Agreement, trainmen will not stop their train to eat. All meal allowances will be included in these trip rates, so no additional compensation is due for a meal enroute.

NOTE: This does not preclude a trainman from seeking food items at retail locations near where they may be standing in the clear 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 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.

12. Protection

- A. Any trainman adversely affected as a result of the implementation of this service will receive the protection afforded under Article IX Section 7 of the 1985 UTU National Agreement.

13. Savings Clause

- A. 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 BNSF and SMART-TD.

This Agreement shall take effect on **November 10, 2020**, and shall remain in effect for a minimum of 120 days. After the initial 120 days, either Party may cancel this pilot by giving 15 days' advanced written notice to the other Party. The Parties agree to discuss this pilot every 30 days for the duration of the pilot.

For BNSF Railway Company:



S. Macedonio
AVP, Labor Relations

For SMART-TD:



S. Swiatek
General Chairman, SMART-TD



Melissa Beasley-Coke
General Director, Labor Relations



J.M. LaPresta
General Chairman, SMART-TD

Side Letter #1 – Equity

BNSF commits to working with SMART-TD on any equity issues that need to be addressed as the result of the implementation of this pool. In addition, the equity and relocation provisions (Sections 4 and 5) of the 2014 Amarillo-Enid Agreement are preserved.

Side Letter #2 – Amarillo-Wellington Mileage Equalization

For the purpose of equalizing the mileage and the distribution of work in this interdivisional service, management of that equity will be the responsibility of BNSF Crew Management.

Where equity management exists, unless otherwise agreed to, the pool will be governed utilizing the “pure pull” equity arrangement:

1. At each terminal, a crew board having a "primary" and "secondary" list will be maintained in the manner described below:
 - A. The "primary" list at each terminal will be the list from which pool crews will be called in turn, to work or deadhead to the other terminal.
 - B. The "secondary" list will be a list of pool crews who are at their home terminal and have not been advanced to the primary list pursuant to the provisions of Section 1(F).
 - C. Each pool crew arriving at their home terminal will be placed at the bottom of the “secondary” list except when entitled to restoration of turn.
 - D. Each pool crew arriving at their "away-from-home" terminal will be placed at the bottom of the "primary" list except when entitled to restoration of turn.
 - E. 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 designees) will coordinate to specify the number of crews which should normally be on the primary list.

NOTE: This quota will include only the number of crews 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.

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

EXAMPLE #1:

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

Once a home-terminal crew is called on duty, the first out pool crew 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.

- G. The designated BNSF Officer and Local Chairmen (or their designees) will review the starts attributable to each terminal at least once each week 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.

- H. The maximum number of pool crews (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 crew availability changes) through negotiations between proper BNSF Officers and the Local Chairman or their designated representatives. This quota may be different at each terminal.
- I. Total trip miles, both working and deadheading, will be treated as equals in the equalization.
- J. In the Amarillo Wellington pool, the equity will be Amarillo 66% Wellington 34%. BNSF will not let the equity between Amarillo and Wellington get more than 3500 miles out of balance at any given time. If starts between terminals become imbalanced in excess of 3500 miles, the local chairmen and BNSF workforce management designee will work together develop a plan to bring the miles back into balance. If the pool does not get back into balance, or if imbalance is a persistent issue, the General Chairman and Labor Relations will work together to develop a solution.