

**Memorandum of Agreement
Between
BNSF Railway
And
SMART-Transportation Division**

The Parties agree to establish a pilot for ID district service between Alliance, NE and Grand Island, NE. The following conditions will apply:

1. Establishment of New Service

- A. A pool of trainmen will be established to handle traffic between Alliance, NE and Grand Island, NE. This ID pool will protect freight service, in all directions, within this territory including all routes and side trips. It is understood that Ravenna is eliminated as a terminal for crews in this service.
- B. Trainmen in this service may operate through Alliance terminal, on a continuous operation without release, in order to deliver or receive their train as described below:
 - i. Up to and including MP 409.7 (Belmont) on the Butte Subdivision
 - ii. Up to and including MP 38.3 (South Bridgeport) on the Angora Subdivision
- C. Trainmen in this service may operate through Grand Island on continuous operation without release in order to deliver or receive their train between the following points:
 - i. MP 98.6 to MP 77.3 on the Ravenna Subdivision
- D. UTF trainmen in this pool will receive a 90-minute call at Alliance and a 2-hour call in Grand Island.
- E. Trainmen in this service may be deadheaded via van or train, unless emergency conditions warrant another mode of transportation. It is understood that deadheading by van will be the preferred method of transportation unless conditions require deadheading by train.

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

- F. 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).

- G. 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.
- H. Trainmen working under the terms of this Agreement will be positioned at the home terminal based upon their previous on duty times.
- I. Trainmen working under the terms of this Agreement will be positioned at the away-from- home terminals based upon their home on duty time.
- J. This pool will operate under CBQ Schedule Rules.

2. Predictive Work Schedule (PWS)

- A. Some percentage of the total turns needed to protect service between Alliance and Grand Island will be under a Predictive Work Schedule (PWS). The exact number of PWS turns will be determined by BNSF after consultation with the designated SMART-TD representative, and may change to reflect traffic conditions.
 - i. It is the intent of the Parties to have a majority of the turns of this pool under PWS when possible.
- B. Approximately half of the PWS turns identified in Section 2(a) may be designated as “adjustment turns”:

NOTE: Adjustment turns will be removed or added on the agreed upon board adjustment day to reflect a change in traffic conditions. The bulletin for the PWS pool will specify which turns are adjustment turns.

- C. PWS trainmen will be provided a schedule of their on-duty times for 8-12 weeks in advance, unless otherwise agreed to. BNSF retains the right to call the PWS trainman to report for service up to two (2) hours prior to their scheduled on-duty time or two (2) hours after their scheduled on-duty time. If the PWS trainman receives no call from BNSF, he/she is to report for duty at the end of this 4-hour window.

Example: PWS Trainman Jones has a scheduled on duty time at 1400 hours on February 1, 2017. PWS Trainman Jones is responsible for protecting any calls for service with an on- duty time between 1200 and 1600 hours.

If no call for service is received, PWS Trainman Jones is required to report for duty at 1600 hours on February 1, 2017.

- D. These trainmen will not be subject to call until their next PWS on-duty window, except for in an emergency:
- i. In case of emergency or obstruction (which includes, acts of God, wrecks, washouts, derailments, fires, floods and mud slides which interfere with the operation of trains) the Parties agree to immediately discuss how best to utilize PWS trainmen if there are no trains available during their on-duty window.
- E. BNSF will post the 10-day bulletins to close prior to the PWS service implementation so that all trainmen will be provided the necessary familiarization trips prior to the implementation. The bulletins will include different starting time calendars, and the senior trainman will be assigned his/her highest selected calendar. In other words, a calendar may have a preferred time off depending on a holiday or weekend.
- F. When displacing to PWS service, the displacing trainman must displace the junior trainman in the PWS service:
- NOTE: This provision does not affect or limit existing agreement provisions related to the filling of permanent trainman vacancies. Demoted trainmen will still be required to fulfill promotional obligations in accordance with existing agreements.
- G. Assigned PWS trainmen will be allowed to bid to other non-PWS trainman positions. Trainmen are required to work at least one compensated trip prior to being allowed to bid off. The vacated position will be bulletined in accordance with existing rules.
- H. Trainmen may not bid within PWS.
- I. A PWS trainman can bid out of the PWS service and later bid back into the PWS service to fill subsequent vacancies.
- J. Predictive Work Schedule (PWS) trainmen working under the terms of this Agreement will be positioned at the away-from-home terminals based upon their home on duty time.

3. Unassigned Through Freight (“UTF”) Service

- A. The remaining non-PWS turns needed to protect service between Alliance and Grand Island will be in unassigned through freight (UTF) service. The exact number of UTF turns will be determined through negotiations between the proper BNSF officers and Local Chairmen, or their designated representatives, and may change to reflect traffic conditions.

- B. UTF trainmen in this pool will be called first-in, first-out provided that the first-out trainman is fully rested under the Hours of Service Act. If there are no fully rested trainmen, then an extra trainman may be called to operate for one round trip under the provisions of this Agreement.
- C. Any UTF trainman who accumulates four (4) consecutive compensated starts (including deadhead service) in these UTF pools will be afforded the option hours of twenty-four (24) or forty-eight (48) hours rest at the home terminal:
 - i. Any trainman who chooses not to book extra rest will not be afforded the opportunity again until an additional four (4) consecutive starts have been accumulated (i.e. 8, 12, etc.).
 - ii. Any layoff event, paid or unpaid, that takes place will result in the UTF trainman's start count being reset to zero (0).
 - iii. STAS or flip trips will count as one (1) start.

4. Hours of Service Relief and Short Turnaround Service

- A. Short Turnaround Service, in all directions, at Alliance and Grand Island will be performed under Rule 19 and the 2005 Letter of Understand regarding short turnaround service.
- B. At Alliance, the extra boards will be the primary source of supply for this service and if the extra boards are exhausted, the following fill steps will be used:
 - i. Alliance Consolidated Pool
 - ii. Alliance – Grand Island UTF Pool
 - a. Alliance – Grand Island UTF crews used to perform turnaround service at Alliance will be paid a one-way Alliance – Grand Island trip rate 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 trainmen will be paid any additional miles using CA Code MS over and above the trip rate with no extension of the overtime threshold.
 - iii. Alliance – Grand Island PWS Pool
 - a. If a PWS trainman at Alliance is used in this manner, he/she will be paid an Alliance – Grand Island round trip. These trainmen will not be subject to call until their next PWS on-duty window.

C. These Alliance home terminal crews may perform turnaround service at Alliance out to the following terminals:

- Edgemont
- Guernsey
- Sterling
- MP 223.9 (Halsey) on the Sand Hills Subdivision

Note: If a UTF crew is used to the distant terminals of Edgemont, Sterling or Guernsey, they will be paid two trip rates.

5. Called and Released

A. When a UTF trainman in the unassigned portion of this pool is called and released at any point after being called for service, such trainman will be paid a one-way trip rate (corresponding to the trip for which he/she was 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 this pool.

B. If a PWS or UTF trainman is called and released at an 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: If the trainman was on pay for held-away-from-home terminal time prior to being called and released they will remain on held-away until being called to perform service to the home terminal.

6. Vacancies and Lay Offs

A. When a PWS trainman in this pool lays off and thereby creates a temporary vacancy, that temporary vacancy will be filled by the first-out UTF trainman.

B. When a UTF trainman in this pool lays off and thereby creates a temporary vacancy, their turn will be removed from the board. When the trainman returns from layoff, their turn will be placed at the bottom of the working board.

NOTE: Layoffs resulting in permanent vacancies as defined by applicable CBA’s will continue to be handled by the terms outlined in those CBA’s.

- C. Temporary vacancies in the UTF portion of the pool shall be protected by the next following rested pool turn. If there are no available rested pool turns available, BNSF will call an extra board trainman on a “cut in” turn that will operate for one round trip and then be removed from the pool upon tie-up at the home terminal.
- 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. Alliance Consolidated Pool Supplementation

- A. If there is a shortage of manpower available to protect the Alliance consolidated pool, the Parties agree to meet/discuss a solution wherein this consolidated pool may be used to supplement the Alliance consolidated pool:

NOTE: A “shortage of manpower” exists when there are no rested and available trainmen in both the Alliance consolidated pool and the Alliance extra board.

8. Pool Regulation

- A. The number of PWS turns in this pool will be determined by BNSF (following consultation with the designated SMART-TD representative) prior to the start of the bulletin period for the PWS schedules.
- B. The number of UTF turns in this pool will be based on a range of 14-18 starts (unless otherwise agreed to). The number of UTF turns will be determined through negotiations between the proper BNSF officers and Local Chairmen, or their designated representatives. UTF pool adjustment dates will be governed under existing agreements.

9. Compensation

- A. Trainmen in this Alliance pool will be allowed the following trip rates subject to National Agreement provisions:

<u>Conductors</u>	<u>Straight</u>	<u>Flip</u>
Alliance – Grand Island	\$523.25	N/A
<u>Brakemen</u>	<u>Straight</u>	<u>Flip</u>
Alliance – Grand Island	\$490.53	N/A

- Note 1: These trip rates will remain subject to all future GWI’s and COLA’s.
- Note 2: All overtime thresholds will subject to the “overtime extension” component of the trip rate.

- B. Trainmen who are utilized to traverse through any of the terminals without release as outlined in 1(B) and (C) above will be compensated the following trip rates. There will be no extension of the current overtime thresholds unless noted herein:

<u>Conductors</u>	<u>Straight</u>	<u>Flip</u>
Alliance – Grand Island	\$712.17	N/A
<u>Brakemen</u>	<u>Straight</u>	<u>Flip</u>
Alliance – Grand Island	\$667.45	N/A

Note 1: These trip rates will remain subject to all future GWI's and COLA's.

- C. A UTF trainman who is destined to another terminal (either the home or away-from-home terminal) but is turned back short of the distant terminal for any reason will be paid a one-way trip 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 trainmen will be paid any additional miles using CA Code MS over and above the trip rate with no extension of the overtime threshold.
- D. A PWS trainman who is destined to another terminal (either the home or an away-from-home terminal) but is turned back short of the distant terminal for any reason will be paid a round trip (regardless of miles run).
- E. If a PWS trainman is not used for service during their on-duty window, they will be paid a round trip at the rate of their last working trip.
- F. For the duration of this pilot agreement, trainmen requiring familiarization/qualification will be paid a conductor's guarantee day for each such trip made.

Note: Trainmen performing familiarization/qualification trips will also qualify for AFHT meals and HAFHT for the duration of this pilot agreement.

- G. Trainmen will be compensated for any side trips or lapbacks not included in the trip rates in accordance with CBQ Schedule Rules.
- H. Trainmen in this pool will be afforded continuous held-away after 16 hours at the away-from-home terminals.

10. Equity

- A. The parties agree to address any equity concerns that may need to be address as a result of these crews traversing through Ravenna.

11. Lodging and AFHT Meals

- A. Suitable lodging (as defined by applicable agreement) shall be provided for trainmen tied up at their away-from-home terminal.
- B. Trainmen 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.

12. Meal Period

- A. In order to expedite movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, BNSF shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip. However, if a meal allowance is included in the applicable trip rate, no additional payment will be made:

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 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.

13. Protection

- A. Any employee adversely affected as a result of the implementation of the original Article IX notices served on February 24, 2017 will continue to receive the protection afforded under Article IX, Section 7 of the 1985 UTU National Agreement.

14. Modification 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 the SMART-TD.

This pilot will not serve as any precedent on the position of the Parties regarding the provisions contained herein.

This agreement shall take effect on _____, 2021, and shall remain in effect for a minimum of 120 days.

The Parties agree to meet every 30 days to discuss the progress of the trial and make any needed adjustments. After the initial 60 days, either Party may cancel this pilot by giving 15-day's written notice to the other Party.

For BNSF Railway:

For SMART-TD:

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