

**Memorandum of Agreement
between
BNSF Railway
and
SMART-Transportation Division**

The Parties agree to establish a pilot at La Crosse, WI. The following conditions will apply:

1. Establishment of New Service

- A. A pool of trainmen will be established to handle traffic between La Crosse and Northtown/Savanna. This ID pool will protect freight service, in all directions, within this territory including all routes and side trips. La Crosse will be the home terminal for this operation, with Northtown and Savanna as the away-from-home terminals:
- B. Trainmen in this pool will receive a 90 minute call at the home terminal and away-from-home terminals.
- C. Trainmen in this service may operate trains through La Crosse, on a continuous operation without release in order to receive/deliver their train at any location up to, and including:
 - i. MP 333.9 (Fountain City) on the St. Croix Subdivision
 - ii. MP 265.0 (De Soto) on the Aurora Subdivision
- D. Trainmen in this service may operate trains through Savanna, on a continuous operation without release in order to receive/deliver their train at any location up to, and including:
 - i. MP 117.9 (Hazlehurst) on the Aurora Subdivision
- E. This pool will operate under CB&Q Schedule Rules.
- F. Both Parties agree to meet to discuss the implementation of a fatigue management system such as, but not limited to, Predictive Work Schedules (PWS), call windows, etc. that would govern the handling of the ID through freight service established herein. (See Side Letter No. 1)

2. Through Freight Service

- A. Unless otherwise addressed in this agreement, trainmen will be called first-in, first-out at each terminal provided that the first-out trainman is rested under the Hours of Service Act. Should there be no trainmen who are 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 their tie-up times.
- C. Trainmen working under the terms of this Agreement will be positioned at the away-from-home terminal based on home-on-duty times.
- D. 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.

- E. 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.
- F. A 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 one-way trip (pertaining to the direction called) 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.
- G. Tie up at Savanna will be completed at either the Savanna depot or at the lodging facility in Savanna.
 - i. If there is no computer at the lodging facility, the crew must tie up at the Savanna depot.

3. Augmenting/Supplementing

- A. The La Crosse Consolidated Short Pool and the La Crosse Consolidated Long Pool will augment/supplement each other without penalty:
 - i. For example, if a cut-in tum stands to be called in the La Crosse Consolidated Short Pool, trainmen on the La Crosse Consolidated Long Pool will be called first. If the La Crosse Consolidated Long Pool is exhausted, the trainman standing first out and rested on the La Crosse conductor's extra board will protect

the Short Pool vacancy. The trainman called would be paid the earnings of the assignment actually worked (i.e., no penalty or make whole).

B. BNSF and SMART-TD will work together to assure that all trainmen assigned to this pool are qualified on the trackage between La Crosse Galesburg/Cicero:

i. Trainmen assigned to this pool after the date of this agreement, such as those transferring to La Crosse, or wishing to displace to these pools for the first time, will be required to complete territorial qualification/familiarization on the trackage between La Crosse and Galesburg/Cicero before being allowed to displace to the pools.

C. Once initially qualified, trainmen assigned to the La Crosse Long Pool and the La Crosse Short Pool will be required to maintain territorial familiarization on the direct route between the home and away-from-home terminals in both pools:

i. Territorial familiarization may be maintained by:

a. Displacing to the pool on which the trainman requires familiarization and working the required number of trips necessary.

b. Requesting temporary assignment to the familiarization maintenance board for the pool on which the trainman requires familiarization and working the required number of trips necessary.

c. BNSF may call a trainman to perform a familiarization trip over a route where familiarization is needed.

ii. BNSF will determine the number of trips necessary to maintain familiarization as well as the frequency (i.e. annual, bi-annual, etc.).

Note: BNSF will keep SMART-TD representatives apprised if any adjustments to familiarization requirements need to be made.

D. If a trainman assigned to these pools fails to maintain territorial familiarization, he/she will be removed from the pool and will not be allowed to return to the pool until territorial familiarization has been completed.

4. Hours of Service Relief and Turnaround Service

A. Short Turnaround Service, in all directions, at La Crosse will be performed under Rule 19 and the 2005 Letter of Understanding regarding short turn around service.

- B. The La Crosse extra boards will be the primary source for this service, and if the extra boards are exhausted the following fill steps will be used:
- i. La Crosse Consolidated Short Pool
 - ii. La Crosse Consolidated Long Pool
 - iii. Pool trainmen used to perform turnaround service at La Crosse will be paid a one-way La Crosse – Northtown 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 trainman will be paid any additional miles using CA Code MS over and above the trip rate with no extension of the overtime threshold.
- C. Trainmen used to perform turnaround service at La Crosse will be paid a one-way La Crosse – Northtown 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 trainman will be paid any additional miles using CA Code MS over and above the trip rate with no extension of the overtime threshold.
- D. This does not eliminate or modify any “not called” claim from a pool or extra employee who should have been used when an on-duty pool crew performing hours of service/shuttle service is used in violation of the short turnaround restrictions contained in Rule 19 of the CB&Q Conductor’s Schedule.
- E. This does not preclude BNSF from using its already established right under existing agreements to use, for instance, yardmen to perform such work.
- F. 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 destination terminal called for, 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 trainman in this unassigned 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 trainman is called and released at an away-from-home terminal, either before or after time of going on duty, he/she 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 Layoffs

- A. When a trainman in this pool lays off and thereby creates a temporary vacancy, his/her turn will be removed from the board. When the trainman returns from layoff, his/her turn will be placed at the bottom of the working board.

Note: Layoffs resulting in permanent vacancies as defined by applicable CBA will continue to be handled by the terms outlined in that CBA.

- B. Vacancies in this 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.
- C. When trainmen assume permanent vacancies in this pool (in accordance with existing CBAs), the pool turn will be placed at the bottom of the home terminal board.
- D. Trainmen in this pool 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

Unless otherwise agreed to, this pool will be regulated in accordance with current mileage regulation agreements in place. Pool adjustments dates will be governed by existing agreements.

8. Compensation

- A. Trainmen will be allowed the following trip rates:

<u>Conductors</u>	Straight	Flip
LaCrosse-Savanna	\$275.95	\$576.88
LaCrosse- Northtown	\$266.45	\$551.60

<u>Brakemen</u>	Straight	Flip
LaCrosse-Savanna	\$258.62	\$540.42
LaCrosse- Northtown	\$249.72	\$516.95

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(C-D) will be compensated the following trip rates. There will be no extension of the current overtime thresholds unless noted herein:

<u>Conductors</u>	Straight	Flip
LaCrosse-Savanna	\$460.00	\$760.93
LaCrosse- Northtown:	\$450.51	\$735.66

<u>Brakemen</u>	Straight	Flip
LaCrosse-Savanna	\$430.97	\$712.77
LaCrosse- Northtown:	\$422.09	\$689.31

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.

C. For the duration of this pilot agreement, trainmen requiring familiarization/qualification will be paid the trip rate of the route on which being familiarized/qualified.

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

D. Trainmen will be compensated for any side trips or lapbacks not included in the trip rates in accordance with CBQ Schedule Rules.

9. 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 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.

10. Lodging and Away-From-Home Terminal Meals

- A. Suitable lodging (as defined by the 7/16/80 OPS-27-80 BN/UTU Lodging Agreement) shall be provided for trainmen tied up at their 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.
- C. Trainmen who are performing this ID pool service will be allowed continuous held away after 16 hours.

11. Protection

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

12. Savings Clause

- A. Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of agreements or schedule rules implemented between BNSF and SMART-TD.

13. Modification Clause

Except as specifically provided 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.

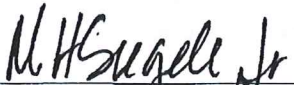
This pilot will not serve as any precedent on the position of the Parties regarding the provisions contained herein.

This agreement shall take effect on October 25, 2018, and shall remain in effect for a minimum of 120 days.

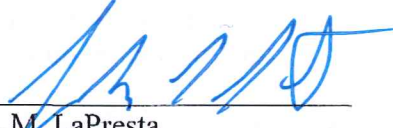
The Parties agree to meet every 30 days to discuss the progress of the trial and make any needed adjustments. After the initial 60 days, either Party may cancel this pilot by giving 30-day's written notice to the other Party.

For BNSF Railway:

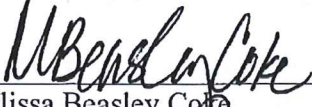
For SMART-TD:



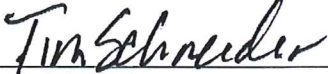
Milton H. Siegele, Jr. *mbc*
AVP, Labor Relations



J. M. LaPresta
General Chairman



Melissa Beasley Coke
General Director, Workforce Operations Change



Tim Schneider *mbc*
Director, Workforce Operations Change

Side Letter No. 1 – Fatigue Mitigation

Unless otherwise agreed to, the following fatigue management system will apply to the La Crosse to Cicero/Galesburg Multidirectional Pool:

- a. A trainman who accumulates four (4) consecutive starts (including deadheads) will be afforded the option to book either twenty-four (24) or forty-eight (48) hours of rest.

NOTE 1: It is understood that if the trainman is at the away-from-home terminal following their fourth (4th) start then they will be afforded the option of twenty-four (24) or forty-eight (48) hours of rest at the home terminal after their fifth (5th) start.

NOTE 2: Any trainman who chooses not to book extra rest will not be afforded the opportunity again until an addition four (4) consecutive starts have been accumulated (i.e., 8, 12, etc.).

NOTE 3: Any layoff event, paid or unpaid, that takes place will result in the trainman's start count being reset to zero (0). For purposes of this rest option only, having over twenty-four (24) hours off between starts will not reset the count

NOTE 4: It is understood that if RSIA unavailability increases, that the Parties will meet and discuss possible solutions.

