

MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY

And

SMART- TD

In addressing the changing traffic patterns in the Interbay and Auburn/Tacoma area, the following is agreed:

1. The on/off-duty point of the Interbay –Vancouver pool will be changed to Auburn/Tacoma. Crews in this pool will have a designated on/off duty point at Auburn/Tacoma, however that designated point may be changed with a 10-day written notice from BNSF to the SMART-TD General Chairman.
 - 1.1 This change will not affect the current trip rate or overtime threshold of the crew in the Interbay-Vancouver pool.
 - 1.2 In keeping with the above, crews in the Interbay-Vancouver pool will be allowed to receive or deliver trains to/from Interbay for no additional compensation.

Note: This does not contemplate the handling of multiple trains between Interbay and Auburn/Tacoma or any other handling that would not have been contractually proper when this pool was headquartered at Interbay.
 - 1.3 The crews in the Interbay-Vancouver pool will utilize BNSF's home-on-duty programming for board placement.
2. Vacancies in the Interbay-Vancouver pool will be filled from the applicable Auburn/Tacoma extra board.
3. For board placement purposes, the following will apply to extra board employees;
 - 3.1 Extra board employees on trains not bound for Interbay will be placed by their arrival time at Auburn/Tacoma.
 - 3.2 For extra board employees on trains bound for Seattle/Interbay, arrival time will be considered as the crews' arrival back at their final terminal of Auburn/Tacoma after delivering their train to Interbay.
 - 3.3 Extra employees who are not on trains will be placed by their arrival time at the tie-up point.

4. When trainmen working the Interbay-Vancouver pool are required to get or leave their train at a point other than the on/off duty point fixed for this service, BNSF shall authorize and provide suitable transportation for the crew(s). Suitable transportation includes BNSF-owned or provided passenger vehicles or taxi.
5. Trainmen assigned at Auburn/Tacoma will be provided with an individual locker and adequate washroom facilities at their on and off duty point. Minimum size of the locker will be 21"x18"x72". If a locker is not available when requested, BNSF will furnish a locker within a reasonable amount of time.
6. Trainmen assigned at Auburn/Tacoma will be provided secure parking for their personal automobiles, at no expense, in the vicinity of their on/off duty points.
7. Trainmen assigned to this pool or the Auburn/Conductor Extra Board will be allowed compensation for any required familiarization at the Conductor extra board rate of pay for each day they are required to familiarize. During familiarization, Trainmen will also be allowed \$25 for any applicable away-from-home meal allowances. This payment will be included in the familiarization rate of pay and will not need to be claimed.
8. Any agreement provisions not specifically changed by this MOU remain unchanged and intact.

This agreement shall be effective on the date signed and remain in effect unless cancelled by any party with a twenty (20) day written cancellation notice.

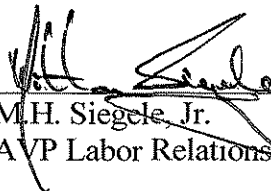
Signed at Fort Worth, Texas on November 4, 2014.

For SMART-TD:

For the BNSF Railway:



R.S. Knutson
General Chairman SMART-TD



M.H. Siegle, Jr.
A VP Labor Relations