

**Memorandum of Agreement**

**Between**

**BNSF RAILWAY**

**And**

**SMART-TD**

In recognition of regional population increase and highway congestion, BNSF and SMART-TD worked together to reach a crew base solution to optimize velocity and on-time customer performance.

On a pilot basis, the following is agreed to:

1. Through-freight assignments (engineer and conductor only) may be established to go on-duty at South Seattle (SSE) and operate to the away-from-home terminal (AFHT) of Wenatchee.
  - 1.1 Initially there will be nine (9) assignments. Any change to the number of assignments will be determined by BNSF, however any reduction of assignments will first be discussed with SMART-TD.
  - 1.2 The assignments may have either a set on-duty time; or a call window that will not exceed four (4) hours. The assignments will rotate, operating on a 2 days on/1 day off schedule.
  - 1.3 These assignments will be paid a newly established trip rate of \$332.11, which will remain subject to all future GWI and COLA adjustments. In connection with this trip rate, overtime will not commence until after 11'00" on-duty.

Note: Should a brakeman be added to a crew at BNSF's discretion, the brakeman's trip rate will be \$312.22

- 1.3.1 Any deadheads called out of either the home or away terminal will be paid the trip rate plus any overtime accrued (i.e., after 11'00" on-duty).
- 1.3.2 If any assigned conductor is turned back short of distant terminal, they will be allowed two (2) one way trip rates and will assume their place in the working rotation.

- 1.3.3 If any assigned conductor is not rested for their assigned on-duty time as a result of BNSF handling, they will be allowed two (2) one way trip rates and their turn will be filled by an extra board conductor.
- 1.3.4 If any assigned conductor is not used out of the home terminal on an assigned work day due to BNSF decision, they will be allowed two (2) one way trip rates and will not be used until their next assigned home terminal work day.
- 1.4 Any temporary vacancies existing on these assignments will be filled by the conductor's extra board at Interbay.
  - 1.4.1 If the Interbay extra board is exhausted, the Interbay brakeman's extra board will be used to fill the vacancy.
  - 1.4.2 If both Interbay road extra boards are exhausted, the Everett conductor's extra board will be used, followed by the Everett brakeman's extra board.
  - 1.4.3 If all above-named boards are exhausted, the vacancies will be filled in accordance with existing agreements.
  - 1.4.4 EEBA training will not prohibit an individual from being called for these assignments.
- 2. The on-duty point of the Interbay-Wenatchee pool will be moved to Everett, WA.
  - 2.1 The pool will be paid the newly established trip rates (discussed in 1.3 above) which will remain subject to all current and future GWI and COLA adjustments. In keeping with this, conductors will be allowed to traverse current line miles without further compensation.
    - 2.1.1 Any deadheads call out of either the home or away terminal will be paid the trip rate plus any overtime accrued (i.e., after 11'00" on-duty)
  - 2.2 Any temporary vacancies existing in this pool will be filled by the conductor's extra board at Everett.
    - 2.2.1 Extra board employees on trains not bound for Interbay will be placed by their arrival time at Everett.
    - 2.2.2 For the extra board employees on trains bound for Seattle/Interbay, arrival time will be considered the crews' arrival back at their final terminal of Everett after delivering their train to Interbay.

- 2.2.3 Extra employees who are not on trains will be placed by their arrival time at the tie-up point.
  - 2.3 If the Everett conductor's extra board is exhausted, the Everett brakeman's extra board will be used to fill the vacancy.
  - 2.4 If both road extra boards are exhausted, the Interbay conductor's extra board will be used, followed by the Interbay brakeman's extra board.
  - 2.5 If all above-named extra boards are exhausted, vacancies will be filled in accordance with existing agreements.
  - 2.6 EEBA training will not prohibit an individual from being called for these assignments.
  - 2.7 If an unassigned pool crew is turned back short of the distant terminal for any reason, they will be allowed a one-way trip rate with overtime after eight (8) hours.
3. At the away-from-home terminal of Wenatchee the assignments discussed in Section 1 above will be placed first out ahead of any Section 2 unassigned pool turns at the away-from-home terminal. Section 1 assigned crews will be placed amongst themselves based on home on-duty time.
- All Section 2 pool turns will be placed to the bottom of the away-from-home-terminal board based on home-on-duty time.
- 3.1 In an effort to reduce non-productive deadhead time and in order to increase the likelihood of employee's being routed back to their respective home terminal, Section 2 unassigned pool turns may be call around Section 1 assigned pool turns at any time for an Everett destined train or deadhead.
4. For the duration of this pilot, both assigned and unassigned crews will be allowed continuous heldaway-from-home terminal time after 16 hours at the away-from-home terminal.
- 4.1 If an employee is called and released, that call and release will not interrupt the continuous held away from home terminal pay under this section.
5. For the initial thirty (30) days of this pilot, any familiarization trips will be paid the trip rate of the route being familiarized on. After the initial thirty (30) days, any familiarization trip will be paid at the conductor's extra board rate of pay for each day they are required to familiarize. During familiarization, trainmen will be allowed any applicable away-from-home meals as provided by National Agreements.

6. It is understood that in connection with this Agreement, any Section 1 or Section 2 crew or extra board personnel (including Interbay Extra Boards) may traverse through Everett to/from English (MP 46.2) on continuous operation. When so used crew will be paid any miles traversed (including van miles) over the trip rate and without extension to the overtime threshold.
7. The assignments/pool discussed above will operate under GN Rules.
8. Any agreement provisions not specifically changed by this Memorandum of Agreement remain unchanged and intact.

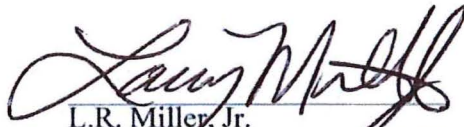
This agreement shall be effective on the date signed and remain in effect for a minimum of 120-days. Following the initial 120-days the Parties will endeavor to reach a permanent agreement. If no agreement can be reached following the initial 120-days, this agreement may be cancelled by any party with a twenty (20) day written cancellation notice.

Signed at Fort Worth, Texas this 13th day of February, 2018.

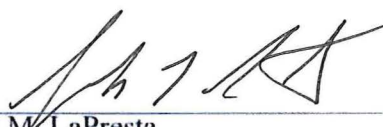
For the BNSF Railway:


For SMART-TD:

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

  
L.R. Miller, Jr.  
General Chairman SMART-TD

  
Melissa Beasley-Coke  
General Director Labor Relations

  
J.M. LaPresta  
General Chairman SMART-TD

  
John Murphy  
Director Labor Relations


**SSE Assignment/Everett-Wenatchee pool Q&A**


- Q1. Does overtime start at 11 hours, or at 11 hours plus the overtime extender?  
A1. Overtime will start at 11 hours.
- Q2. If unassigned crews are turned back short of destination, does overtime start after 8 hours, or after 8 hours plus the trip rate extender?  
A2. OT would start after 8 hours plus the trip rate extender (currently 26 minutes for engineers; and 22 minutes for trainmen).
- Q3. Can the assigned SSE pool be called for other than South Seattle trains during the window?  
A3. Yes. There is no limitation on what train symbols the assigned pool can operate, including deadheading if needed.
- Q4. Section 3 references "Everett destined train or deadhead", is this as defined by train symbol or crew route?  
A4. Crew route.
- Q5. Will the east pool (now Everett-Wenatchee pool) still protect any thru freight service east of Goldbar?  
A5. Yes.


It is understood that this document is a "live" document, meaning that it may be changed and/or added to with the concurrence of all parties.


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