

MEMORANDUM OF AGREEMENT

Between The

BNSF RAILWAY COMPANY

And The

SMART-TD


In order to expedite traffic in and around Beaumont, through freight pool service involving the terminals of Beaumont, TX, Somerville, TX; Houston/Galveston, TX; and Lafayette, LA, may be established as provided herein.

1. A pool of employees may be established and maintained at Beaumont, Texas, sufficient to cover the service between Beaumont and Houston/Galveston, and Beaumont and Lafayette, that will operate in the manner described below:
 - 1.1 Beaumont shall be the home terminal, and Houston/Galveston and Lafayette shall be the away-from-home terminals.
 - 1.2 Employees in this service shall operate first-in/first-out at the home and each of the away-from-home terminals.
 - 1.3 Employees in this service may be used beyond the away-from-home terminal switching limits of Lafayette, up to 25 miles, to get or deliver their train.
 - 1.3.1 When this occurs, the crew will be paid actual miles traversed, with a minimum of 25 miles, in addition to the trip rate.
2. The Beaumont-Somerville pool will remain a separate pool.
 - 2.1 Employees in this service may be used beyond the away-from-home terminal switching limits of Somerville up to 25 miles, to get or deliver their train.
 - 2.1.1 When this occurs, the crew will be paid actual miles traversed, with a minimum of 25 miles, in addition to the trip rate.
3. The Beaumont-Houston/Galveston-Lafayette and the Beaumont-Somerville pools will augment/supplement each other without penalty.
 - 3.1 For example, if there was a need for a build-up turn, etc. in the Beaumont-Somerville pool, employees on 1) the combined extra board would be called first, followed by 2) employees on the Beaumont-Houston/Galveston-Lafayette pool. The employee called would be paid the earnings of the assignment called for (i.e., no penalty or make whole); in this instance, the Beaumont-Somerville trip rate.
 - 3.2 All employees assigned to one of these road pools or extra board must protect all calls for service.

- 3.3 Employees displacing to one of these pools will immediately be placed last out in the pool.
- 3.4 Employees assigned to one of these pools may be called to protect service to maintain territorial qualifications.
4. Employees in this service who lay-off, or who are for any other reason unavailable to perform service, shall take their turn with them for the duration of the unavailability period. Upon marking up, the employee shall go last-out on the home terminal board.
5. Except in cases of emergency, employees in this service shall lay-off and report for service at the home terminal only.
- 5.1 Temporary vacancies at the away-from-home terminal shall not be filled. The vacancy shall attach to the turn immediately ahead thereof and assume normal rotation at Beaumont.
6. For employees tied up for rest at their away from home terminal, the held away from home terminal (HAFHT) rule is modified to provide that, once started, pay will continue until the employee is on duty for service or deadhead.
- 6.1 Currently, the HAFHT rule provides that an employee goes on pay for eight hours after being held at the away from home terminal for 16 hours, and this cycle is repeated as long as the employee is at the away from home terminal. The rule is now modified to provide that once the employee goes on HAFHT pay (after the 16 hour grace period), the employee will remain on pay until placed on duty.
7. Employees shall be allowed a meal allowance, at the rate currently provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
8. Employees in this service shall receive a Code 09 meal if on duty eight (8) hours or less, or a Code 72 meal if on duty in excess of eight (8) hours, for each service trip, or combined service trip.
9. All miles run in excess of the miles encompassed in the basic day shall be paid for at the current conductor-only overmile rate. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision
10. When a trainman is required to report for duty or is finally relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, BNSF shall authorize and provide suitable transportation for the employee.
11. Except as specifically modified herein, all other Agreements and understandings remain in effect.

Signed at Ft. Worth, TX on April 16, 2014 and effective May 1st, 2014.

FOR THE BNSF RAILWAY CO.:



Assistant Vice President
Labor Relations

FOR THE SMART-TD:



General Chairman



General Director
Labor Relations