

MEMORANDUM OF AGREEMENT

Between The

BNSF RAILWAY COMPANY

And The

SMART-TD

LONGVIEW EXTRA BOARD

The purpose of this agreement is to further develop Longview as a terminal. To that end, the existing extra boards at Longview will be combined, and the new extra board will protect all extra service in and around Longview.

IT IS AGREED:

Article 1 - Longview Extra Board:

- A. The company may combine the extra boards at Longview to establish one combined conductor/brakeman extra board.
- B. This combined extra board will protect service previously protected by the former Frisco conductors' extra board and the former ATSF conductors' extra board which includes, but is not limited to, vacancies in the Longview-Little Rock (Pine Bluff-Shreveport) pool, local freight service and road switchers in and around Longview, HOS relief in and around Longview, etc.
- C. The former ATSF N/S Division rules governing extra boards, including the guarantee provisions will apply to this board.

Article 2 – Equity:

- A. For prior rights Midwest Seniority District employees, this extra board will be allocated 72% former ATSF with one position for former JTD employees and the remaining 28% allocated to former Midwest District employees.
- B. If an equity concern arises, the parties will meet and attempt to resolve the concern.

Article 3 – General:

- A. Former BN productivity fund:
 - 1) Two productivity fund shares will be paid into the Joint Texas Division productivity fund on a daily basis so long as the Midwest District allocation on the Longview extra board equals or exceeds two positions.
 - 2) For any crew consist protected BN employee assigned to the Longview extra board, a share will be credited to the employee for each start worked off the consolidated extra board, whether that start is on the former ATSF or the former BN.

- B. Former ATSF engineers may utilize the 2001 Ebb and Flow agreement to flowback to positions on the Longview extra board:
 - 1) Former ATSF engineers may not displace a prior rights Midwest Seniority District employee occupying a BN allocated position on the extra board.
- C. While protecting service off the Longview extra board, the employee will assume the conditions of the assignment called for.
 - 1) For example, an employee called to protect pool service to Little Rock will be paid the existing Longview-Little Rock trip rate.
 - 2) For example, an employee called to protect pool service to Little Rock (former Frisco work) who allegedly commits a rule violation will be governed by the discipline investigation rule on the former Frisco.
- D. The former ATSF N/S Division Locomotive Engineer Training Agreement (September 8, 1994) will apply at Longview.
- E. The parties have negotiated this Agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement.
- F. The parties will meet within 90 days of the implementation of this Agreement to review its operation.
- G. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All pre-existing agreements that do not conflict with the terms of this agreement remain in full force and effect.
- H. Once effective, this Agreement may later be changed by mutual agreement or in accord with applicable law.

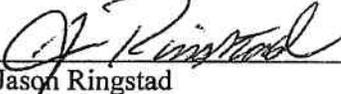
Signed at Ft. Worth, TX on April 16, 2014 and effective MAY 1, 2014.

FOR THE BNSF RAILWAY CO.:

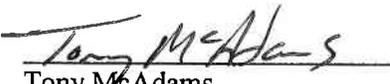
FOR THE SMART-TD:


 Milton H. Siegele, Jr.
 AVP Labor Relations


 Chad Adams
 General Chairman


 Jason Ringstad
 General Director Labor Relations


 Randall Knutson
 General Chairman


 Tony McAdams
 General Chairman