



MILTON H. SIEGELE, JR
Assistant Vice President
Labor Relations

BNSF Railway Company
2600 Lou Menk Drive
P.O. Box 961030
Fort Worth, TX 76161-0030

Telephone 817-352-1068
Fax 817-352-7482
Email Address
Milton.Siegele@BNSF.com

November 20, 2014

Mr. C.J. Adams
General Chairman SMART-TD
2027 South 61st Street
Suite 125
Temple, TX 76504

File: Vacancies at Avondale/New Orleans

Dear Mr. Adams:

This will confirm our discussion concerning the unique characteristics of filling vacancies at Avondale/New Orleans. Therefore, we will use the following process going forward:

1. Filling temporary and permanent vacancies at Avondale:
 - A. When it becomes necessary to force assign to a permanent vacancy at Avondale/New Orleans:
 1. Force assign the junior employee on the road extra board at Lafayette. The employee force assigned will be required to stay at Avondale/New Orleans until released from the force assignment by BNSF.
 2. Once force assigned, the employee will be required to remain at Avondale for a minimum of seven days, unless released from force assignment.
 3. The employee force assigned will be eligible to receive a meal allowance of \$40 per day and BNSF provided lodging (or \$80 per day if the employee elects to provide his own lodging) for a period of 60 days in any increment(s) following the force assignment within any 90 day period.
 - B. For single day vacancies (once the Avondale extra board is exhausted): Use the first out employee on the extra board at Lafayette.

Additionally, the parties discussed filling road vacancies out of Avondale and agreed that BNSF may establish a road extra board at Avondale under the following conditions:

2. Avondale Road Extra Board:

- A. The extra board will be guaranteed at the same rate as the road extra board at Lafayette.
- B. Once established, the Avondale road extra board will be regulated based on the extra board formula as applied to the road work out of Avondale/New Orleans. This will not prohibit BNSF from regulating higher than what is required by formula.
- C. Once established, the road extra board will remain in place with at least one employee assigned for a minimum of three months.

If this correctly reflects our discussion, please signify below.

Sincerely,

Milton H. Siegel

AGREED:

Chad J. Adams

Chad J. Adams

General Chairman – SMART-TD



MILTON H. SIEGELE, JR
Assistant Vice President
Labor Relations

BNSF Railway Company
2600 Lou Menk Drive
P.O. Box 961030
Fort Worth, TX 76161-0030

Telephone 817-352-1068
Fax 817-352-7482
Email Address
Milton.Siegele@BNSF.com

November 20, 2014

Mr. C.J. Adams
General Chairman SMART-TD
2027 South 61st Street
Suite 125
Temple, TX 76504

File: Lafayette – Avondale or Lake Charles

Dear Mr. Adams:

This will confirm our extensive discussions concerning BNSF's May 21, 2012 ID notice to establish a multiple away-from-home-terminal pool out of Lafayette, LA.

In light of the new yard being built at Lacassine, LA, the Lafayette multiple direction pool is no longer necessary.

Therefore, BNSF is willing to withdraw its May 21, 2012 notice without prejudice to either party's position regarding the propriety or reasonableness of the ID notice. Nothing in this letter of understanding would limit BNSF's ability to pursue changes through an Article IX notice, trackage rights notice, etc., in the future.

If this correctly reflects our discussion, please signify below.

Sincerely,

AGREED:

Chad J. Adams
General Chairman – SMART-TD