

**MEMORANDUM OF AGREEMENT**  
**Between The**  
**BNSF RAILWAY COMPANY**  
**And**  
**SMART-TD**

In recognition of the mutual benefits of expediting the movement of traffic between San Bernardino, CA Barstow, CA and San Diego, CA, the following provisions are agreed to concerning the operation of through freight assignments headquartered at San Bernardino, CA:

Section 1: San Bernardino Pool

1. An unassigned service freight pool may be established at San Bernardino to operate between the pool freight terminals of San Bernardino and Barstow and San Bernardino and San Diego:
  - 1.1. The home terminal for the pool shall be San Bernardino, CA. The away-from-home terminals for this pool shall be Barstow and San Diego.
  - 1.2. Trip rates will be developed for each of the routes described herein.
  - 1.3. The pool shall operate on a "first-in/first-out" basis at both the home and away-from-home terminals.
    - 1.3.1. Crews runaround enroute will be entitled to turn restoration.
  - 1.4. Trains protected by this pool may be operated conductor-only, consistent with the 1992 Crew Consist Agreement.
  - 1.5. The above identified limits do not create an exclusive work right for the pool.
2. This will not preclude BNSF from calling a brakeman. If a brakeman is called, the conductor-only move restrictions will not apply.
3. Trainmen working in this service will receive a 1.5 hour call at the home terminal and a 1.5 hour call at the away-from-home terminal.

4. Employees in this pool who layoff or are unavailable for any reason, other than unavailability due to RSIA, will be immediately marked last out on the home terminal board upon their return.
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 vacant turn shall be returned to the home terminal and assume normal rotation at San Bernardino.
6. Conductors exercising seniority to this pool will first mark to any open turn followed by displacing the conductor in the pool with the least seniority.
7. If traffic volume does not support an unassigned service pool, the guaranteed extra board shall cover this service and, during that period, the term "pool" as used in this agreement shall apply to the guaranteed extra board. Discussions will occur with the General Chairman, and concurrence reached, prior to the pool being reduced to zero .
8. The San Bernardino conductors' extra board will be used to provide hours of service relief, build-up turns, etc. when practical.
9. It is intended that this pool shall initially cover specifically identified trains. In the event one of these trains is significantly off schedule, BNSF may, at its discretion, substitute another train in order to efficiently manage crews in the pool.
  - 9.1. When a train is submitted in this pool, the lineup and VRU system must indicate that the submitted train is going to be assigned to the long pool at least 24 hours in advance of on-duty time.
  - 9.2. Trains may be added or removed from this pool by service of a seven-day notice to the General Chairmen involved so that they may adjust pool regulation as necessary.

## Section 2: General

1. In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the carrier shall


determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.

2. Conductors shall be allowed a meal allowance, at the rate provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
3. 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.
4. When a conductor 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.
5. Held away: Conductors at the away from home terminal will be placed under pay at the hourly rate of the last service performed after (16) hours off duty. Pay will be continuous until placed on duty at the AFHT.
6. Conductors who expire under the HOSL will be paid on a minute by minute basis until their transportation arrives.
7. This agreement is subject to automatic cancellation by the service of a thirty (30) day notice by either party upon the other, with the understanding and commitment that the parties will meet to address, and if possible, resolve the issue(s) giving rise to the service of the cancellation notice.
8. Except as specifically modified herein, all other Agreements and understandings remain in effect.

Signed at Fort Worth, TX on 6/5/17, 2017 and effective 6/13/17, 2017.

FOR THE BNSF RAILWAY CO.:

FOR THE SMART-TD:

  
\_\_\_\_\_  
AVP Labor Relations

  
\_\_\_\_\_  
General Chairman

  
\_\_\_\_\_  
General Director Labor Relations

  
\_\_\_\_\_  
Director Labor Relations

**Side Letter #1 - Implementation**

BNSF will provide the Organization with at least 5-days' notice prior to implementation of this new pool. The following will apply when this new pool is implemented:

1. Unless the parties agree differently, employees in the existing pools and assignments (identified via CC broadcast) at San Bernardino will be moved to this new pool. If an employee wants to exercise seniority elsewhere, prior to 0800 the day of implementation, an employee will need to contact Crew Support and identify the new position he/she wants to exercise seniority to. For employees who do not contact Crew to identify a new position, those employees will be marked to the new San Bernardino multidirectional pool and exercise seniority thereafter consistent with existing agreement(s).
  - a. Any remaining vacancies will be filled by advertisement or standing bid.
2. To facilitate a smooth, efficient start-up process, employees who bid to or are forced to a newly created ID operation will be held to the pool for 15-days following the completion of territorial familiarization/qualification. The Division will guarantee the pool at current San Bernardino conductors extra board rate during the hold down period subject to the layoff forfeiture clause of the Bakersfield pool/extra board agreement.

AGREED TO Q&A

Q1. Can a crew operating in this service receive and deliver a train at West Colton without penalty or additional compensation?

A1. Yes, providing it is a solid train being delivered to a foreign Carrier, this is permissible under Article 44(b) of the yardman's agreement.

Q2. Does this apply to only one route operating to West Colton.

A2. No. Trains may operate via the route that Union Pacific chooses to take them.

Q3. What are the present limits for operating to West Colton?

A3. Currently CP S. Fontana (MP530.5) is the furthest a BNSF crew should operate.