

MEMORANDUM OF AGREEMENT  
Between  
BNSF Railway  
And  
SMART-TD

The parties agree that interseniority district service may be established between Sheridan, WY and Laurel, MT, with the ability to make a side trip on the Forsyth Subdivision. The following conditions will apply:

**1. Establishment of New Service**

- A. A single-ended pool will be established with a home terminal at Sheridan, WY and an away-from-home terminal of Laurel, MT.
  - i. Trainmen in this pool may be utilized for side trips on the Forsyth Subdivision between Jones Jct. (MP 209.9) and the east mainline switch at Big Horn, MT (MP 165.6).
  - ii. BNSF and SMART-TD will meet 12 months after implementation of this service to address any equity concerns that may occur as a result of the miles run by this pool as addressed in "i" above. (See Side Letter 2)

**2. Through Freight Service**

- A. Except as otherwise provided in this agreement, trainmen will be called first-in, first-out at each terminal provided that the first-out trainman has had full rest under the Hours of Service Act. If possible and when no other trains would be delayed thereby, the first-out trainman's call may be held up for as long as thirty minutes so that the first-out trainman may obtain full rest and depart in proper standing. Should there be no trainmen who are fully rested, then an extra trainman may be called to operate for one round trip under the provisions of this agreement.
- B. Trainmen will maintain their position in the pool if runaround at the initial terminal, en route, or at the away-from-home terminal. Pool trainmen working under the terms of this Agreement will operate utilizing the BNSF's "Home on Duty" process. The Home on Duty process provides that trainmen will be positioned on the board at both the away-from-home and home terminals based upon their time on duty from the previous home terminal call time.
- C. When two pool trainmen are to be called for the same train (one to work and one to deadhead) if one of the trainmen is not rested and the other one is rested, the rested trainman will work the train and the unrested trainman will deadhead. Otherwise, applicable CB&Q SMART-TD rules apply.

- D. Pool trainmen called in this service will not be tied up between designated terminals, except when their movement is prevented (e.g., derailment of their trains), or their route to destination is obstructed or impassable (e.g., wrecks or washouts).
- E. Except in case of emergency (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains), trainmen assigned to work in this service will not be used for short service between the two established terminals.

### **3. Hours of Service Relief**

- A. All necessary relief work as a result of the Hours of Service Law will be conducted pursuant to existing agreements and practices, subject to BNSF's continued right under existing agreements, to use yard or shuttle crews to perform such work.
- B. Nothing contained in this agreement is intended to prohibit these ID pool trainmen from being used on trains that traverse only part of the specified territory, provided trainmen are then handled forward to the opposite terminal, or paid as if they had been. Likewise, nothing in this agreement is intended to prohibit these trainmen from combining trains or exchanging trains with other trainmen destined to the same terminal.
- C. It is understood that crews operating under the terms of the Sheridan-Laurel ID Pool will remain part of moving all trains operating between Sheridan and Jones Jct. In other words, BNSF will not use a combination of other crews to complete the movement of traffic between these locations so as to eliminate the use of the ID pool established to handle this traffic. This does not prohibit the handling or staging of these trains by other crews with operating jurisdiction. However, at some point, a Sheridan-Laurel ID crew must handle the train between these locations.

### **4. Called and released**

- A. When a trainman in this unassigned pool is called and released, after time of going on duty but before road trip commences, such trainman will be paid a one-way trip rate and stand last out on the board.
- B. When a trainman in this unassigned pool is called and released before going on duty, but after leaving his calling place, such trainman will be paid a basic day and stand last out on the board.
- C. The above provisions do not apply to extra board trainmen called for this service and those employees will be handled in accordance with the applicable rule.

- D. If a trainman is called and released at the away-from-home terminal, either before or after time of going on duty, they will be paid a basic day and stand first out on the board. If rest is required, the trainman may be runaround without penalty until legally rested.

## **5. Vacancies and Lay Offs**

- A. All temporary vacancies occurring on these ID pool turns at the home terminal will be filled by the respective extra board at Sheridan, WY. In the event this extra board is exhausted, existing rules and agreements governing the filling of such vacancies will apply.
- B. Trainmen in this pool will not be allowed to lay off at the away-from-home terminal, except in case of emergency such as illness or injury. Trainman laying off under such emergency circumstances will be permitted to ride a train to the home terminal provided they notify the dispatcher and Supervisor of which train they desire to ride in advance of that train's departure.

## **6. Pool Regulation**

- A. This pool will be regulated under existing agreements between 4150 and 4550 miles per month, which includes indexing. The mileage component of 152 miles associated with the trip rate will be utilized when calculating trip miles.
- B. If the local chairman, or their designee, wishes to regulate the pool below the above-cited range, they may do so upon request to the appropriate Crew Director. However, the mileage component of 152 miles associated with the trip rate will continue to be utilized when calculating trip miles.

## **7. Compensation**

- A. Trainmen in this pool will be allowed the existing Sheridan to Laurel Trip rate which will remain subject to all future GWI's and COLA's. When trainmen are utilized to make a side trip on the Forsyth Subdivision, they will be compensated time or miles (including rubber miles) at the applicable daily rate (whichever is greater) in addition to the trip rate. This allowance will not affect the current overtime threshold of this pool.
  - i. Trainmen should use CA Code MS to claim this allowance.
  - ii. After a period of 6-12 months of operation under the above handling, the parties will meet and discuss potentially adjusting the Trip Rate to reflect proper compensation.
- B. Trainmen required to deadhead in excess of 8 hours on duty will be allowed the trip rate plus actual time consumed in the deadhead over 8 hours (at the pro rata rate), in accordance with the SMART-TD 1985 National Agreement, Article VI.

NOTE: Without prejudice to the application of existing Schedule Rules in other circumstances, it was understood that compensation for deadheading commences when the trainman is placed on duty.

- C. Any required familiarization trips will be compensated at the conductor's extra board daily rate of pay for each day of familiarization.

#### **8. Meal period**

- A. In order to expedite the movement of trains operating between Sheridan and Laurel, trainmen will not stop their train to eat. The current trip rate already contains a meal en route pay element that negates a separate payment for that allowance.

NOTE: This does not preclude a trainman from seeking food items at retail locations in close proximity to where they may be standing in the clear of the main track awaiting other rail traffic, or for unforeseen reasons, so long as this does not create undue delay to the operation. It is understood that trainmen will be required to obtain permission from the Dispatcher prior to leaving the train to obtain food. Should this request be denied, no penalty is due.

#### **9. Lodging, AFHT Meals and Lockers**

- A. Suitable lodging (as defined by applicable agreement signed July 16, 1980, effective August 1, 1980) shall be provided for trainmen tied up at their away-from-home terminal.
- B. Trainmen who are performing this ID pool service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, as amended.
- C. Trainmen will be furnished lockers and adequate washroom facilities at their home and away-from-home terminals in the immediate vicinity of the on/off-duty point (or transportation to and from the facility will be provided, if not in the immediate vicinity). Size of lockers will be 21"x18"x72".

#### **10. Protection**


The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the implementation of this service. Any trainman required to change their residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Change of residence shall not be considered "required" if the reporting point is not more than 30 miles from the trainmen's residence or former reporting point.

## 11. Savings Clause

Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of agreements or schedule rules as implemented between BNSF and SMART-TD.


This agreement shall take effect on July 15, 2015, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:

  
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M.H. Stegele, Jr.  
AVP, Labor Relations

For SMART-TD:

  
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R.S. Knutson  
General Chairman, SMART-TD

  
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M. Beasley  
General Director, Labor Relations

Side Letter No. 1

It is agreed that if the Sheridan-Laurel Pool Agreement is fully ratified, the following will apply:

1. Trainmen in the Sheridan-Laurel pool will be allowed continuous held-away after 16 hours at the away-from-home-terminal (AFHT).

## Side Letter No. 2

Interdivisional (ID) pool freight assignments established by this agreement will be headquartered at Sheridan, WY and protected by the Wyoming (09 – Former CB&Q) Seniority District. However, the agreement provides that such crews may be required to make a side trip on the Montana (03 – Former NP) Seniority District. Depending on the frequency and utilization of this side trip provision, the 09 district may eventually owe proportionate equity to the 03 district.

It is therefore agreed that BNSF will keep a record of the amount of 03 side trips required of 09 crews working in this service and the amount of miles traversed. Following each one year period, the equity will be calculated and miles owed the 03 district will be determined. The respective 09 district Local Chairperson at Sheridan, WY will then elect whether to afford the 03 district the equity due on either a turn in this service at Sheridan, WY or on the 09 turn on the Laurel Shuttle. If the latter turn is elected, this will also require the concurrence of the respective Local Chairperson at Greybull, WY.

It should also be noted that any equity due the 03 district will be proportionately offset by the equity due the 09 district as a result of side trips contemplated by Article I(A)(i) of the Laurel-Glendive ID Agreement. It is the intent of the parties that the periodic equity tabulation be conducted in concert with Side Letter No. 3 of the Laurel-Glendive ID Pool.

Agreed to Q & A

- Q1. Item 1(A)(i) contemplates that these ID crews may be required to make a side trip on former NP trackage between (and including) the intermediate locations of Jones Jct. and Big Horn. Will these crews be required to operate on NP trackage other than these defined limits?
- A1. No. The limits by which these crews may be required to make a side trip on former NP trackage is confined to the trackage between Jones Jct. and the east switch at Big Horn.
- Q2. Does this agreement contemplate ID crews operating in multiple directions while on a side trip on NP trackage?
- A2. No. The side trip provision is solely intended to allow BNSF the ability to advance and stage the crew's immediate train. For example, if an ID crew is operating a westbound train between Sheridan and Moran Jct. and is required to make a side trip on the former NP trackage, they may operate this train eastbound via Jones Jct. within the NP limits as long as they do not exceed the east switch at Big Horn. However, this crew would not be required to operate or advance any train or equipment westbound during this side trip. Likewise, if an ID crew is called at the away-from-home-terminal of Laurel to receive their train within the NP side trip limits, they may do so and advance the train or equipment westbound to Jones Jct. before traversing the loop via Moran Jct. and completing their eastbound movement to Sheridan.
- Q3. Will the Sheridan-Forsyth ID Pool remain in effect upon implementation if this service?
- A3. No. While the parties have no intent on mutually cancelling the existing Sheridan-Forsyth ID Pool, it is agreed that the agreement will be suspended and no crews utilized under those terms unless a "pool" is again established.
- Q4. If the parties agreed to suspend the Sheridan-Forsyth ID Pool upon implementation of this service, will those trainmen losing their assignment in the Sheridan-Forsyth ID Pool as a result be considered as adversely affected under the terms of Item 10 of this agreement?
- A4. Yes.
- Q5. When a Sheridan (09) crew is required to make a side trip on the Forsyth subdivision will all miles traversed during the side trip, including miles traversed in vehicle transport be used in the equity calculation and compensation?
- A5. Yes.