

MEMORANDUM OF AGREEMENT

Between The

BNSF RAILWAY COMPANY

And The

SMART-TD

Part A: As part of this Agreement, BNSF shall withdraw its Article IX Notice dated September 17, 2010.

Part B: Bakersfield Extra Board

1. All unassigned pool freight service between Bakersfield and Barstow, California, shall be protected by the Bakersfield Extra Board
 - a. Pre-approved unavailability shall be offset at 1/15 of the payroll period guarantee for each 24-hour period, or portion thereof.
 - i. Unavailability that occurs on Monday, Tuesday, Wednesday or Thursday shall be offset for each 24-hour period, or portion thereof.
 - ii. Unavailability that is not pre-approved that touches any time after noon on Friday, or any time on Saturday or Sunday shall forfeit the guarantee for that payroll period. However, a request for layoff personal, personal leave day or single day of vacation that is not considered "pre-approved", but is within the threshold established by the Division and automatically approved (by the layoff system), will not automatically result in forfeiture of guarantee for that payroll period.
 - iii. More than two unpaid unavailability events during a payroll period shall forfeit guarantee for that payroll period.

- b. BNSF shall regulate the extra board to provide for a minimum average of 20 to 24 hours between trips at the home terminal.
 - i. The appropriate representative of the SMART-TD shall have the right to challenge the regulation and the parties shall cooperate to resolve the issue.
- c. The extra board should not be regulated more than one time per week, unless there is a significant disruption or change in traffic volumes warranting additional regulation. And regulation beyond the one per week shall be accomplished pursuant to cooperation of the parties.
- d. Trainmen exercising displacement rights or force assigned to this guaranteed extra board must be rested and available for service for a minimum of four hours to be eligible for guarantee for any particular day.

Part D: Except as modified above, all other agreements, understandings and practices remain unchanged.

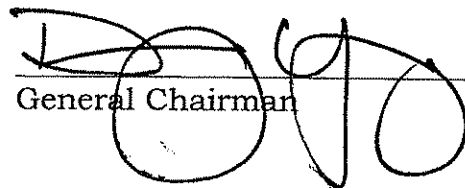
This agreement shall be effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, TX Dec 5, 2013.

For the BNSF Railway:

For the SMART-TD:


General Director Labor Relations


General Chairman