

MEMORANDUM OF AGREEMENT
Between The
BNSF RAILWAY COMPANY
And
SMART TD

In recognition of the mutual benefits of expediting the movement of traffic between Galveston, TX and Corpus Christi/Seadrift/Bloomington/Temple, the following conditions will govern the operation of a multi-directional pool headquartered at Galveston, TX:

1. Through Freight Service

- A. An unassigned service freight pool, governed by existing agreement provisions, may be established at Galveston to operate between Galveston and Corpus Christi; Galveston and Bloomington; Galveston and Seadrift; and Galveston and Temple, TX.
- B. The home terminal for the pools shall be Galveston, TX. The away-from-home terminals shall be Corpus Christi, Bloomington, Seadrift and Temple:

Short Pool

- i. When a trainman handles a train or deadheads to Seadrift or Bloomington, the trainman may be tied up for rest at the initial away-from-home terminal or transported, without penalty, to Seadrift and/or Bloomington for rest:
 - a. Trainmen will be paid the Galveston-Seadrift trip rate independent of the away from home terminal that they are tied up at.
 - b. A trainman tied up for rest at any of these terminals may deadhead to another of these terminals to pick up a train back to Galveston. In such cases, the trainman shall be paid any MS miles due for the deadhead movement that exceed the miles incorporated for the trip rate associated with the trains pick up location.

Note: It is understood that when this occurs the conductor will not be tied up for rest more than twice at the away from home terminal.

Long Pool

- ii. When a trainman handles a train or deadheads to Seadrift or Corpus Christi, the trainman may be tied up for rest at the initial away-from-home terminal or transported, without penalty, to the other of away from home terminals for rest:
 - a. When a pool crew handles a train to Seadrift, the crew may be tied-up for rest at Seadrift or transported to Corpus Christi for rest without penalty. When the crew transports to Corpus Christi for rest, be paid 14 MS miles (for the lead at Seadrift) in addition to the Galveston–Corpus Christi trip rate.
 - b. A trainman tied up for rest at any of these terminals may deadhead to another of these terminals to pick up a train back to Galveston. In such cases, the trainman shall be paid any MS miles due for the deadhead movement that exceed the miles incorporated for the trip rate associated with the trains pick up location.

Note: It is understood that when this occurs the conductor will not be tied up for rest more than twice at the away from home terminal.

- C. A trainman in this pool may handle his train from or to Manvel. If so used, they will be paid an additional 25 miles, and this will not be considered a duplicate time payment.
 - i. This will not apply to conductors operating trains in the Galveston – Temple Corridor.
- D. When called for pool service, the applicable trip rate shall apply between the home and away-from-home terminals:
 - i. Trainmen will be paid the Galveston – Seadrift trip rate for all trains to and from to Seadrift or Bloomington.
 - ii. Trainmen will be paid the Galveston – Copus trip rate for all for all trains to and from Corpus.
 - a. The Trip Rate for the Galveston – Corpus trip was established by using existing the Alvin – Corpus trip rate and adding 22 over-miles at the rate provided in Paragraph 5(E) of this agreement.
 - iii. The intent of this Agreement is to not intermingle the Galveston-Corpus (long pool) and Galveston-Bloomington (short pool) runs (see Side Letter #1).

- E. Operation on existing Branch lines between the initial and final terminals by crews in this service remain unchanged:
 - i. BNSF may require operation on additional Branch lines between the initial and final terminals based on future business considerations:
 - a. Trainmen will be due MS miles for all additional miles traveled by operation of this provision. Any other payments currently paid apart from MS miles remain unchanged.
- F. Trainmen in this service shall operate first-in/first-out at the home and each of the away-from-home terminals.
 - i. Trainmen working under the terms of this agreement who are called to work or deadhead to the same objective away-from home terminal will be positioned at the home terminal and at the away-from-home terminal based upon their home-on-duty times.
 - a. Until such time as this process can be automated, it will be necessary for the trainman who is run around to contact the crew office upon tie up and request that the turn be restored ahead of the trainman who ran around it.
 - ii. With the exception of the above, trainmen will be positioned at the home terminal based on tie-up time.
 - iii. Trainmen in unassigned through-freight service who lay-off assignment will be immediately placed at the foot of the board upon marking up for service after a layoff. That trainman will then set the "foot-of-the board"; meaning any trainmen tying-up after that time will be placed behind the employee who marked from layoff.
 - iv. Pool trainmen turned short of the distant terminal for any reason (other than laying off) will be compensated a one-way trip rate of the route (subject to all future GWI and COLA) with overtime commencing after eight (8) hours (regardless of miles run). If the miles traversed are greater than that included in the one-way trip rate, the trainman will be paid any additional miles using CA Code MS over and above the trip rate with no extension of the overtime threshold.
 - v. Trainmen may trade trains operating in the same direction, but they will not be required to trade trains moving in the opposite direction. Compensation for trading trains is outlined in Paragraph 5(G).

- vi. Other than specifically outlined in this Agreement, the pool will operate under former ATSF Northern and Southern schedule rules.

2. Vacancies and Lay Offs:

- A. All temporary vacancies occurring on these ID pool turns at the home terminal shall be filled from the Galveston extra board. In the event the extra board is exhausted, existing rules and agreements governing the filling of such vacancies will apply.
- B. When trainmen in this service mark up from layoff, they will be handled as follows:
 - i. If the turn is still on the board at Galveston, the trainman marking up from layoff will be placed back to the turn.
 - ii. If the turn is out working or at the AFHT, the trainman marking up will be placed at the bottom of the home terminal pool board. (i.e. FIFO handling).

Note: The handling in this Section will not serve as precedent to be used by either party in any manner.

- C. Extra service (e.g., build up turns, temporary vacancy created by layoff, etc.) at the home terminal shall be filled from the Galveston extra board.
- D. Except in cases of emergency, employees in this service shall lay-off and report for service at the home terminal only:
 - i. Temporary vacancies at the away-from-home terminal shall not be filled. The vacancy shall be returned to the home terminal and assume normal rotation at Galveston.

3. Hours of Service Relief (HOSR)

- A. Hours of Service Relief (HOSR) in the Galveston – Corpus Christi corridor will be handled on the following basis:
 - i. The Galveston extra board will be the primary source of supply used for HOSR on trains that are tied up at or (North) east of Bloomington.
 - ii. A rested trainman at the away from home terminal may be used to perform HOSR. If so used, the following will apply:

- a. A trainman used to perform HOSR on trains bound for Bloomington, Corpus, or Robstown will next be used to handle a train or be deadheaded back to Galveston.
- b. A trainman used to perform HOSR on trains bound for Bloomington, Corpus, or Robstown will, if possible, be entitled to restoration of turn at Bloomington.

Note: If a trainman used to perform HOSR on trains bound for Bloomington, Corpus, or Robstown was on held-away prior to being called for such service, they will once again be eligible for such payment upon conclusion of their rest following the HOSR service.

B. HOSR in the Galveston – Temple corridor will be handled on the following basis:

1. Between Galveston and Bellville, including Bellville, northward, and between Temple and Bellville, including Bellville, southward, use the ID pool freight trainman standing first out at Galveston or Temple.
2. Between Bellville and Galveston, including Bellville, southward, or between Bellville and Temple, including Bellville, northward, use the extra board trainman at destination terminal.

C. 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.

D. This does not preclude BNSF from using its already established rights under existing agreements to use, for instance, yardmen to perform such work.

4. Equity

A. Fifty percent, 50%, of the miles ran by Galveston crews in the Galveston Temple pool will be used to figure the Temple equity in the pool. This equity will be assigned at Temple Texas in the Temple Houston pool and reduced on the Houston Temple pool.

5. Compensation

- A. Trainmen in these pools will be afforded continuous held-away at the hourly rate of the last service performed after sixteen (16) hours at the away-from-home terminals (AFHT).
- B. If a trainman in this service expires under the Hours of Service law, the trainman shall be paid, on a minute basis, for all time consumed between the time the hours of service expired and the departure of transportation to the objective terminal.
- C. Employees shall be allowed a meal allowance, at the rate currently provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
- D. In order to expedite movement of trains operating under this Agreement, trainmen will not stop their train to eat. All meal allowances will be included in these trip rates, so no additional compensation is due for a meal en route.
 - a. 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 the 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.
- E. All miles run in excess of the miles encompassed in the basic day shall be paid for at the current conductor-only over mile rate. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
- F. When a trainman 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.
- G. When a trainman trades trains in the same direction, the trainman will be paid one hour in addition to all other earnings for the trip. Only one such payment will be due per tour of duty

6. Called and Released

- A. When a pool trainman is called and released at any point after being called for service such trainman will be paid a one-way trip rate of the trip for which called and stand last out on the board.

NOTE: The above provision will also apply to extra board employees called for "cut in" turns who are called to perform service in these pools.

- B. If the 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.

NOTE: A trainman called and released at the away-from-home terminal will continue to be on held-away from the trainman's prior tie-up time until the trainman is called to perform service to the home terminal, less the on-duty period.

B. Savings Clause

- A. The provisions of this Agreement are agreed to on a non-referable basis and will only be applicable to the Galveston multidirectional pool. It is understood that this Agreement will not establish a precedent applicable to future assignments of this nature or a parties' ability to implement some or all of these changes under existing agreements.
- B. 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 implemented between BNSF and SMART-TD.

This agreement shall take effect on _____, 2025, 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:

For SMART-TD

Melissa Beasley Coke
AVP, Labor Relations

Kevin Kime
General Chairman, SMART-TD

Andrea Smith
General Director, Labor Relations

Xavier Perez
Director, Labor Relations

DRAFT

Side Letter #1 – Galveston-Corpus Run

While this Agreement preserves the Galveston to Corpus (long pool) run, the intent of the Parties is to not intermingle the Galveston – Corpus run (long pool) with the newly established Galveston – Bloomington (short pool) run. Should the Galveston – Corpus (long pool) service be needed, the Parties agree to meet and discuss before implementation.

DRAFT