

MEMORANDUM OF AGREEMENT

**Between
BNSF Railway
and
SMART-TD**

In recognition of the mutual benefits of expediting the movement of traffic between San Antonio, TX and Eagle Pass/Houston/Smithville/Temple, the following conditions will govern the operation of a multi-directional pool headquartered at San Antonio, TX:

1. Establishment of New Service

A. A pool of trainmen will be established and maintained to handle service between San Antonio, TX and Eagle Pass/Houston/Smithville/Temple. This interdivisional pool will protect freight service in all directions within this territory, including all routes and side trips. For purposes of this operation, San Antonio will be the home terminal and Eagle Pass, Houston, Smithville, and Temple will be the away-from-home terminals.

- i. The San Antonio-Eagle Pass route will be single-ended with a home terminal of San Antonio.
- ii. The San Antonio-Houston route will be single-ended with a home terminal of San Antonio.
 - a. San Antonio-Houston is a new route for through freight operations; accordingly, there are no prior rights or any other rights to this work for either San Antonio or Temple, and none will be established by single-ending this work out of San Antonio.
- iii. The San Antonio-Smithville route will be single-ended with a home terminal of San Antonio.
 - a. Trainmen called to operate the San Antonio-Smithville route will be flipped back to the home terminal, unless emergency circumstances warrant tying the crew up in Smithville.
- iv. The San Antonio-Temple route will be single-ended with a home terminal of San Antonio.
- v. Trainmen called in this service may operate through the San Antonio terminal without release to get or deliver their train up to, and including, the following locations:

<u>Subdivision</u>	<u>Mile Post (Location)</u>
a. Austin Sub 1	MP 220.9 (Goodwin)
b. Austin Sub 2	MP 221 (Conrads)
c. Corpus Christi	MP 20.3 (Lehr)
d. Del Rio	MP 235.9 (La Coste)
e. Glidden	MP 187.1 (Cibolo)
f. Laredo	MP 296.9 (Yarbrough)

Compensation for this operation is outlined in Part 6 below.

- vi. Trainmen called in this service may operate through the Smithville terminal without release to get or deliver their train up to, and including, the terminal limits of Sealy and the storage tracks, etc. in and around Sealy. Compensation for this operation is outlined in Part 6 below.

- B. Pool trainmen working in this service will receive a two-hour call at the home terminal and away-from-home-terminals.
- C. If volume does not support an unassigned service pool, the guaranteed extra board shall protect the turns in this service.

2. Through Freight Service

- A. Except as otherwise provided in this Agreement, pool trainmen will be called first-in, first-out provided the first-out trainman is fully rested under the Hours of Service law. If there are no fully rested pool trainmen, then an extra trainman will be called to operate for one round trip under the provisions of this Agreement.
- B. Trainmen called in this service will be positioned at the home terminal based upon their tie-up time, unless they are runaround at or en route from the same away-from-home terminal. If a trainman is runaround by another trainman from the same away-from-home terminal, the trainman's turn will be restored to its proper position upon tie-up at the home terminal if the trainman calls the crew office and requests such restoration.

NOTE: The employees will be obligated to manually contact the crew office, as outlined above, until BNSF programs a more expeditious method for turn restoration under this provision. Further, this restoration provision is not intended to create a basis for a claim for employees.

- C. Trainmen called in this service will be positioned at the away-from-home terminals based upon their home on-duty time.
- D. Trainmen may be deadheaded in the most efficient and safe manner, as determined by BNSF, which may include deadheading via van or train. Whenever possible, BNSF will make an effort to deadhead employees on higher priority trains.
- E. Pool trainmen turned short of the distant terminal for any reason will be compensated a one-way trip rate of the route traversed with overtime starting at the expiration of 8'00" of service. If the miles run by a trainman exceeds the applicable trip rate, then the excess miles will be paid separate and apart from the trip rate payment. The excess miles will not affect the 8'00" overtime threshold.

NOTE: Part 2(E) does not prevent BNSF from paying a trainman as if the trainman operated to the distant terminal and returned via train or deadhead to the originating terminal (i.e. a flip rate).

- F. Trainmen may trade trains operating in the same direction. Only trainmen operating between San Antonio and Smithville may be required to trade trains moving in the opposite direction. Compensation for trading trains is outlined in Part 6 below.

3. Hours of Service Relief

- A. The coverage zones for hours of service relief in this service are as follows:
 - i. Between San Antonio and Eagle Pass
 - a. The San Antonio extra board can relieve any traffic destined for San Antonio from Eagle Pass.
 - b. If an Eagle Pass extra board is ever established, it can relieve traffic destined for Eagle Pass between Knippa and Eagle Pass.

- ii. Between San Antonio and Houston (via UP Giddings Subdivision)
 - a. The San Antonio extra board can relieve traffic destined for San Antonio between Flatonia (including Flatonia) and San Antonio.
 - b. The Houston extra board can relieve traffic destined for Houston between Flatonia (including Flatonia) and Houston.
- iii. Between San Antonio and Houston (via UP Lockhart Subdivision)
 - a. The San Antonio extra board can relieve traffic destined for San Antonio between West Point (including West Point) and San Antonio.
 - b. The Houston extra board can relieve traffic destined for Houston between West Point (including West Point) and Houston.
- iv. Between San Antonio and Houston (via the UP Giddings, UP Cuero, & UP Lockhart Subdivisions)
 - a. The San Antonio extra board can relieve traffic destined for San Antonio between West Point (including West Point) and San Antonio.
 - b. The Houston extra board can relieve traffic destined for Houston between West Point (including West Point) and Houston.
- v. Between San Antonio and Smithville
 - a. The San Antonio extra board can relieve any traffic operating in either direction between San Antonio and Smithville.
- vi. Between San Antonio and Temple (via Austin Main 1 & Main 2 Subdivision)
 - a. The San Antonio extra board can relieve traffic destined for San Antonio between Austin (including Austin) and San Antonio.
 - b. The Temple extra board can relieve traffic destined for Temple between Austin (including Austin) and Temple.
- vii. Between San Antonio and Temple (via UP Lockhart Subdivision)
 - a. The San Antonio extra board can relieve traffic destined for San Antonio between Smithville (including Smithville) and San Antonio.
 - b. The Temple extra board can relieve traffic destined for Temple between Smithville (including Smithville) and San Antonio.
- viii. Between San Antonio and Temple (via UP Giddings & UP Cuero Subdivisions)
 - a. The San Antonio extra board can relieve traffic destined for San Antonio between Winchester (including Winchester) and San Antonio.
 - b. The Temple extra board can relieve traffic destined for Temple between Winchester (including Winchester) and San Antonio.

- B. Nothing contained in this Agreement is intended to prohibit interdivisional crews from operating 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.

4. Called and Released

- A. When a trainman in this unassigned pool 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 apply to extra board employees called for “cut in” turns who are called to perform service in this pool.

- B. 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.

NOTE: If the trainman was on pay for held-away-from-home terminal time prior to being called and released they will remain on held-away until being called to perform service to the home terminal.

5. Pool Regulation, Vacancies, and Layoffs

- A. Unless otherwise agreed to, this interdivisional pool will be regulated under current mileage agreements. For purposes of pool regulation, only trip rate miles will be counted.

NOTE: The “trip rate miles” will be those listed as the “pool regulation” miles on the “Trip Rate Elements Detail Information” sheet.

- B. All temporary vacancies occurring on these interdivisional pool turns at the home terminal will be filled by the trainman’s extra board.

- C. When trainmen in this service mark up from layoff, or place to a turn via standing bid or displacement rights, the following will occur:

- i. If the turn is at the home terminal, they will be marked back to the turn and assume its current position on the board.
- ii. If the turn is working or at an AFHT, the turn will automatically be placed to the bottom of the board (The employee previously on the turn will be placed on a bogus position which will be removed from the board upon tie-up at the home terminal).

- D. Layoffs resulting in permanent vacancies as defined by the ATSF Northern and Southern agreements will continue to be handled by the terms outlined in the ATSF Northern and Southern agreements.

- E. 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. Trainmen laying off under such emergency circumstances will be permitted to ride a train to the home terminal provided they notify the dispatcher or Supervisor of which train they desire to ride in advance of that train’s departure.

6. Compensation

A. Trainmen will be compensated the following trip rates subject to National Agreement provisions:

	<u>Trip Rate</u>	<u>Flip Rate</u>
i. Conductor		
a. San Antonio – Eagle Pass	\$307.50	\$621.83
b. San Antonio – Houston (via UP Glidden and/or Galveston)	\$465.46	\$897.77
c. San Antonio – Houston (via Mykawa)	\$514.36	\$995.54
d. San Antonio – Smithville	\$270.75	\$404.33
e. San Antonio – Temple	\$399.78	\$862.20
ii. Brakeman		
a. San Antonio – Eagle Pass	\$288.01	\$584.58
b. San Antonio – Houston	\$438.41	\$845.72
c. San Antonio – Houston (via Mykawa)	\$484.74	\$938.10
d. San Antonio – Smithville	\$253.88	\$379.10
e. San Antonio – Temple	\$376.08	\$810.43

B. When trainmen are utilized in accordance with the terms of 1(A)(v) and 1(A)(vi) above, they will be paid actual miles run with a minimum of 25 miles separate and apart from the trip rate.

C. When a trainman trades trains in accordance with Part 2(F), the trainman will be paid one hour at the applicable daily rate in addition to all other earnings for the trip. Only one payment will be made per tour of duty.

D. When a trainman is tied up under the Hours of Service Law en route to the final terminal and is not on overtime, the trainman will be paid on a minute-basis from the time the trainman expires under the Hours of Service Law until the departure of transportation (at the location where the trainman expired) to the final terminal. Trainmen do not qualify for the compensation outlined in Part 6(E) if they are on overtime.

E. Trainmen in this service who are held at the away-from-home terminal in excess of 16 hours will receive continuous held-away-from-home terminal pay until placed on duty at the away-from-home terminal.

7. Meal Period

A. 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.

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 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.

8. Lodging and Away-From-Home Terminal Meals

- A. Suitable lodging, as defined in the ATSF Northern and Southern agreements, shall be provided for trainmen tied up at their away-from-home terminal.
- B. Trainmen who are performing this interdivisional service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, as amended.

9. Other Provisions

- A. 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 this service established hereunder, BNSF shall authorize and provide suitable transportation for the employee. Suitable transportation includes BNSF owned or provided passenger carrying motor vehicles, taxis, and Amtrak, but excludes other forms of public transportation.
- B. The on and off duty points within the terminals for this service may be changed by BNSF with 10 days' written notice to the General Chairman. The trip rate will then be adjusted to reflect the change.
- C. A trainman working in this service who is disciplined by reprimand or record suspension only will be entitled to actual miles deadheaded, at the applicable deadhead rate, to and from the investigation location if the investigation is held at a location other than the trainman's home terminal.
- D. BNSF, with concurrence of the SMART-TD, reserves the right to implement a fatigue management system such as, but not limited to, Predictive Work Schedules (PWS), call windows, etc. that would govern the handling of the interdivisional through freight service established herein.

10. Non-Referable Clause

- A. The provisions of this Agreement are agreed to on a non-referable basis and will only be applicable to the Temple 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.

11. Savings Clause

- A. 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.

12. Cancellation Clause

- A. This Agreement will remain in effect for a minimum of six (6) months from the effective date of this Agreement. After six months, either party may cancel this Agreement by serving 30 days' written notice upon the other party. During the 30-day period, the parties will meet to discuss any issues that may have led to the cancellation. If the parties are unable to meet within the 30-day period, then cancellation of this Agreement will be postponed until at least one week after an agreed upon meeting date.

This Agreement shall take effect on _____, 2019.

For BNSF Railway:

For SMART-TD:

AVP – Labor Relations

General Chairman – SMART-TD N/S

General Director – Workforce Ops Change

General Chairman – SMART-TD JTD

Director – Workforce Ops Change

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Side Letter #1 – Implementation

BNSF will provide the Organization with at least five (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, the employees in the existing pools at San Antonio will be moved to this new pool. If the employee wants to exercise seniority to a different position, the employee will be obligated to contact the Crew Manager and identify where the employee wants to exercise their seniority – if an employee is unable to identify a new position, that employee will be marked up in the new San Antonio multidirectional pool and exercise seniority thereafter consistent with existing agreement(s):
 - a. Any remaining vacancies will be filled in accordance with existing ATSF Northern and Southern agreements.

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Side Letter #2 – PWS & UTF

Unless otherwise agreed to, the following fatigue-mitigation methods will apply:

1. Predictive Work Schedule (Assigned Pool Service)

- A. A percent (to be determined by BNSF after consultation with the designated SMART-TD Representative) of the trainmen assigned to the San Antonio consolidated pool may be provided with a Predictive Work Schedule (PWS).
- B. PWS trainmen will be provided a schedule of their on-duty times for 8-12 weeks in advance. BNSF retains the right to call the PWS trainman to report for service up to two (2) hours prior to their scheduled on-duty time or two (2) hours after their scheduled on-duty time. If the PWS trainman receives no call from BNSF, the trainman is to report for duty at the end of this 4-hour window.

Example: PWS Trainman Jones has a scheduled on duty time of February 1, 2016 at 1400. Trainman Jones is responsible for protecting any calls for service with an on-duty time between 1200 and 1600.

If no call for service is received, Trainman Jones is required to report for duty on February 1, 2016 at 1600.

- C. These trainmen will not be subject to call until their next PWS on-duty window, except for in an emergency:
 - i. In case of emergency or obstructions (which includes acts of God, wrecks, washouts, derailments, fires, floods, and mud slides which interfere with the operation of trains) the Parties agree to immediately discuss how best to utilize PWS trainmen if there are no trains available during their call window.
 - ii. If a PWS trainman is not used for service during the trainman's on-duty window, the trainman will be paid a round trip at the rate of their next working trip. These trainmen will not be subject to call until their next PWS on-duty window.
- D. BNSF will post the bulletins to close prior to the PWS service implementation so that all employees will be provided the necessary familiarization trips prior to implementation. The bulletins will include different starting time calendars, and the senior trainmen will be assigned his/her highest selected calendar. In other words, a calendar may have a preferred time off depending on a holiday or weekend.
 - i. If no employee bids to a PWS turn, the PWS turn will be removed from the schedule for the length of the PWS period. No employee will be forced to a PWS turn.
- E. Successful bidders for this PWS service are protected from displacement for the 8-12 week period. No trainman may displace these PWS trainmen unless the trainman meets one of the following criteria:
 - i. The trainman was headquartered at San Antonio or outside locations protected by the San Antonio combination extra board when the bulletin was posted and the trainman is no longer able to hold any other trainman job at San Antonio or outside locations protected by the San Antonio combination extra board.
 - ii. The trainman from a location other than San Antonio (or outside locations protected by San Antonio) and is not able to hold any position on his/her sub-divided seniority district may displace to one of these PWS positions if he/she is unable to hold any other road position at San Antonio including road extra boards at San Antonio.
 - iii. The trainman was unable to access the bulletin for the duration of the bulletin period.

If one of the above requirements is met, the displacing trainman must displace the junior trainman in the PWS service at the first available opportunity.

- F. Assigned PWS trainmen will be allowed to bid to other non-PWS trainmen positions within this pool, or use their 30-day bump to move out of the PWS service. Trainmen are required to work at least one compensated trip prior to being allowed to bid off. The vacated position will be bulletined in accordance with existing rules.

2. Unassigned Through Freight Service (Unassigned Pool Service)

- A. The remaining percent of the trainmen (0%-100%) working in the San Antonio consolidated pool will work in unassigned through freight (“UTF”) service.
- B. UTF trainmen will be called first-in, first-out at each terminal provided the first-out trainman is fully rested under the Hours of Service Act. 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.
- C. Any UTF trainman who accumulates four (4) consecutive starts will be afforded the option of booking twenty-four (24) or forty-eight (48) hours of rest. If the trainman books twenty-four (24) or forty-eight (48) hours of rest, the trainman will remain on the board. Upon the trainman’s turn reaching first-out, it will remain at the top of the board until the trainman completes the twenty-four (24) or forty-eight (48) hours of rest.
 - i. Any layoff event, paid or unpaid, that takes place will result in the trainman’s start count being reset to zero (0).
 - ii. It is understood that if the trainman is at the away-from-home terminal following their fourth (4th) start then they will be afforded the option of twenty-four (24) or forty-eight (48) hours of rest at the home terminal after their fifth (5th) start. Flip trips will count as one (1) start.
 - iii. Any trainman who chooses not to book extra rest will not be afforded the opportunity again until an addition four (4) consecutive starts have been accumulated (i.e., 8, 12, etc.).