

MEMORANDUM OF AGREEMENT

Between
BNSF Railway
and
SMART-TD

In recognition of the mutual benefits of expediting the movement of traffic between Silsbee (Beaumont), TX and Houston, TX/Lafayette, LA/Somerville, TX, the following conditions will govern the operation of a multi-directional pool headquartered at Silsbee (Beaumont), TX:

1. Establishment of New Service

- A. A pool of trainmen will be established and maintained to handle service between Silsbee/Beaumont and Houston/Lafayette/Somerville. This interdivisional pool will protect freight service in all directions within this territory, including all routes and side trips. For purposes of this operation, Silsbee will be the home terminal and Houston, Lafayette, and Somerville will be the away-from-home terminals.
- i. The Silsbee-Houston, Silsbee-Lafayette, and Silsbee-Somerville routes will be single-ended with a home terminal at Silsbee.
 - ii. Trainmen called in this service may be used beyond the home terminal switching limits of Silsbee/Beaumont to get or deliver their train, up to and including the following locations:
 - a. MP 110 (Romayor siding) on the BNSF Conroe Subdivision
 - b. MP 53 (J&E Junction sidings) on the BNSF Longview Subdivision
 - c. MP 308 (Devers siding) on the UP Houston Subdivision
 - d. MP 453 (Elizabeth siding) on the UP Beaumont Subdivision
 - e. MP 270 (Connell siding) on the UP Lafayette Subdivision

In doing so, they may operate through the Silsbee/Beaumont terminal without release. Compensation for this operation is outlined in Part 6 below.

- iii. Trainmen called in this service may be used beyond the away-from-home terminal switching limits of Lafayette, up to 25 miles, to get or deliver their train. In doing so, they may operate through the Lafayette terminal without release. Compensation for this operation is outlined in Part 6 below.
- iv. Trainmen called in this service may be used beyond the away-from-home terminal switching limits of Somerville to get or deliver their train, up to and including the following locations:
 - a. MP 153 (Davidson siding) on the BNSF Galveston Subdivision
 - b. MP 131.5 (Landes siding) on the BNSF Galveston Subdivision

In doing so, they may operate through the Somerville terminal without release. Compensation for this operation is outlined in Part 6 below.

- B. Trainmen in this service may deadhead between the away-from-home terminals of Somerville and Houston for a train back to Silsbee. Compensation for deadheading in this manner is outlined in Part 6 below.

- i. Trainmen deadheading/operating between away-from-home terminals under Part 1(B) will not be tied up at an away-from-home terminal more than once before returning to the home terminal.
- C. This pool will operate under former ATSF Northern and Southern Agreement rules.
- D. Unless otherwise agreed to (in writing), pool trainmen working in this service will receive a two-hour call at the home terminal and a 90-minute call at the away-from-home-terminals.

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 may 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.
- F. 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 Part 6 below.

3. Hours of Service Relief

- A. When practicable, the coverage zones for hours of service relief in this service are as follows:
 - i. Between Silsbee and Houston (via UP Beaumont Subdivision)
 - a. The Houston extra board can relieve traffic destined for Houston between Hull (including Hull) and Houston.
 - b. The Silsbee extra board can relieve traffic destined for Silsbee between Hull (including Hull) and Silsbee.

- ii. Between Silsbee and Houston (via UP Houston Subdivision)
 - a. The Houston extra board can relieve traffic destined for Houston between Ames (including Ames) and Houston.
 - b. The Silsbee extra board can relieve traffic destined for Silsbee between Ames (including Ames) and Silsbee.
 - iii. Between Silsbee and Lafayette
 - a. The Lafayette extra board can relieve traffic destined for Lafayette between Brimstone (including Brimstone) and Lafayette.
 - b. The Silsbee extra board can relieve traffic destined for Silsbee between Brimstone (including Brimstone) and Silsbee.
 - iv. Between Silsbee and Somerville
 - a. The Silsbee extra board can relieve traffic destined for Silsbee between Dobbin (including Dobbin) and Silsbee.
- 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 the parties agree otherwise (in writing), this interdivisional pool will continue to be regulated under the current checking period terms and mileage range. For purposes of pool regulation, only trip rate miles will be counted.
- 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 and/or Supervisor of which train they desire to ride in advance of that train's departure.

6. Compensation

- A. Unless agreed to otherwise, the existing trip rates will apply to the runs in this pool.
- B. When trainmen are utilized to operate through any of the terminals as outlined in Part 1(A)(ii), 1(A)(iii), and 1(A)(iv) above, they will be compensated for all actual additional miles traversed (including van miles), at the applicable daily rate, with a minimum of 25 miles paid separate and apart from the trip rate. These miles will be paid in addition to the trip rate and will not extend the overtime threshold.
- C. Following implementation of this interdivisional service, if BNSF would like to incorporate any or all of the payments made pursuant to Part 6(B) into the trip rates, then it will provide 15 days' written notice to the SMART-TD General Chairmen so any concerns can be promptly discussed and a reasonable testing period can be identified. However, the frequency of these operations is dependent upon business and customer service demands. If BNSF determines that business no longer warrants the inclusion of any or all these miles in the trip rate, then BNSF may remove these miles from the trip rate after providing 15 days' written notice to the SMART-TD General Chairmen.
- D. Unless and until a trip rate is developed for such service, trainmen deadheaded between away-from-home terminals in accordance with Part 1(B) will be paid their original trip rate plus 107 deadhead miles.
- E. 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.
- F. When a trainman is tied up under the Hours of Service Law en route to the final terminal, the time waiting for transportation will be paid on a minute basis from the time the trainman expired under the Hours of Service Law until the departure of transportation (at the location where the trainman expired) to the final terminal.
 - i. At no time will wait time and overtime be paid concurrently. When the trainman meets the qualifications for both payments, only overtime will be due.
- G. 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.

9. 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.

10. 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. 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.

11. Protection

- A. Every trainman adversely affected as a result of the implementation of this Agreement will receive the protection afforded under Article IX, Section 7 of the 1985 UTU National Agreement.

12. Non-Referable Clause

- A. The provisions of this Agreement are agreed to on a non-referable basis and will only be applicable to the Silsbee – Houston/Lafayette/Somerville pool. It is understood that this Agreement will not establish a precedent applicable to future assignments of this nature or a party's ability to implement some or all of these changes without Article IX.

13. 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 the SMART-TD.

14. Cancellation Clause


- A. This pilot agreement will remain in effect for a minimum of 120 days. After 120 days, either party may cancel this pilot 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 pilot agreement will be postponed until at least one week after an agreed upon meeting date.

This Agreement shall take effect on JUNE 1, 2018.

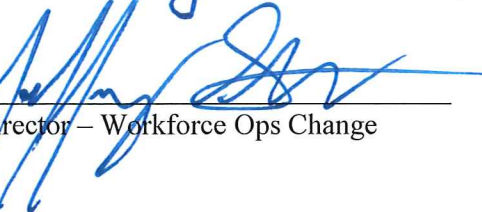
For BNSF Railway:



AVP – Labor Relations



General Director – Workforce Ops Change



Director – Workforce Ops Change

For SMART-TD:



General Chairman – ATSF N/S

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 Silsbee 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 Silsbee multidirectional pool and exercise seniority thereafter consistent with existing agreement(s):
 - a. Any remaining vacancies will be filled in accordance with existing CBA's.