

Side Letter #2 – PWS & UTF

This side letter will attach to the SMART-TD Silsbee pilot agreement (effective date of June 1, 2018) and be subject to the same terms and conditions outlined in the pilot agreement.

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

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 Silsbee 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 trainman 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 Silsbee or outside locations protected by the Silsbee trainman extra boards when the bulletin was posted and the trainman is no longer able to hold any other trainman job at Silsbee or outside locations protected by the Silsbee trainman's extra board.
 - a. The trainman from a location other than Silsbee (or outside location protected by Silsbee) 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 Silsbee including road extra boards at Silsbee.
 - b. 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 trainman 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 Silsbee 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.).

This Agreement shall take effect on OCTOBER 30th, 2018.

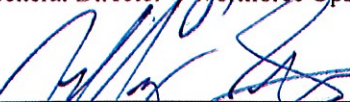
For BNSF Railway:



AVP - Labor Relations



General Director - Workforce Ops Change



Director - Workforce Ops Change

For SMART-TD:



General Chairman - ATSF N/S