

MEMORANDUM OF AGREEMENT

Between
BNSF Railway
And
SMART-TD

In order to increase crew flexibility and utilization at Galesburg, the Parties agree, on a non-referable basis, to the following at Galesburg, IL under a 120-day pilot:

1. Establishment of New Service

A. Single Direction Pools

- i. Some percentage of turns needed to protect unassigned through-freight traffic over the following routes will be maintained in a single-direction pool. Unless otherwise agreed to, this percentage will not exceed fifty (50) percent of the turns needed for any given route. These pools will have a designated existing home terminal and a designated away-from-home terminal. Trainmen in these pools will handle traffic between those designated points including all routes and side trips.

- Galesburg – Kansas City
- Galesburg – La Crosse
- Galesburg – Creston
- Galesburg – Centralia/Lindenwood
- Galesburg - Chicago

- ii. The above-noted single-direction pools will be regulated in a manner that will afford trainmen holding positions in these pools a consistent amount of time off at the home terminal between working trips (home cycle time). The amount of home cycle time for each such single/static-direction pool will be subject to adjustment by mutual agreement to meet the projected needs of service. The Parties have agreed that the initial home cycle time for each pool will be as follows:

- | | |
|------------------------------------|----------|
| • Galesburg – Kansas City | 48 hours |
| • Galesburg – La Crosse | 48 hours |
| • Galesburg – Creston | 40 hours |
| • Galesburg – Centralia/Lindenwood | 30 hours |
| • Galesburg – Chicago | 24 hours |

B. Multidirectional Unassigned Through Freight Pool (UTF)

- i. The remainder of pool turns needed to cover unassigned through-freight at any given location will be maintained in a multidirectional pool. This pool will handle traffic between the same designated points (including all routes and side trips) as the single-destination pools outlined in Paragraph A above.
- ii. Trainmen in this pool may also be called in Low Pool service which handles traffic between the home terminal of Galesburg and the following locations:
 - Beardstown Sub up to Beardstown at MP 115.9
 - Brookfield and Hannibal Subs: up to and including Mark at MP 134.1
 - Chillicothe East Sub: up to and including Kernan at MP 84.4
 - Mendota Sub: up to and including Earlville at MP 72.1
 - Ottumwa Sub: up to and including Albia at MP 303.7
- a. When UTF trainmen are called in Low Pool service as referenced above, they may operate multiple times into, out of, and through Galesburg, in any direction and between any of the above referenced points, without penalty and without release.

C. Trainmen in service as outlined in 1(A) and (B)(i) above may operate through Galesburg or any of the below designated away-from-home terminals, on continuous operation without release in order to receive/deliver their train at any location up to, and including:

- i. 35 miles in any direction from current Galesburg Switching Limits which are:

BN Line to Creston:	MP 172.0
BN Line to Quincy:	MP 168.2
BN Line to Peoria:	MP 2.25
BN Line to Chicago:	MP 159.0
BN Line to Savanna:	MP 5.0
SF Line to Fort Madison:	MP 186.0
SF Line to Corwith (Chicago):	MP 172.5

- ii. Between MP 303.3 at La Crosse and MP 333.9 (Fountain City) on the St. Croix Subdivision.
- iii. Between MP 121.0 at Centralia and MP 135.1 (Woodlawn) on the Beardstown Subdivision.

D. All trainmen in this pool will receive a 2-hour call for service at the home and away-from-home terminals.

E. All pool turns will be identified with a prior road designation. "S" for former ATSF; and "Q" or "M" for former BN-CB&Q.

- i. The routes between Galesburg and Creston; Galesburg and Centralia/Lindenwood; Galesburg and Lindenwood; and Galesburg and La Crosse will be subject to the former CB&Q agreements and rules, including Crew Consist.
 - a. Turns in the Galesburg to Centralia/Lindenwood single-direction pool and the number of Galesburg to Centralia/Lindenwood turns in the UTF pool will be filled by a trainman's relative seniority ranking on the 1) Missouri Seniority roster (CO07); 2) consolidated seniority district roster. These turns will be identified with an "M" designation.
 - ii. The route between Galesburg and Chicago will be subject to the following:
 - a. Except as otherwise provided in this Agreement, trainmen working on former ATSF ("S") designated pool turns will be governed by former ATSF E/W agreement rules, including Crew Consist.
 - b. Except as otherwise provided in this Agreement, trainmen working on former BN-CB&Q ("Q" or "M") designated pool turns will be governed by former CB&Q agreements and rules, including Crew Consist.
 - iii. The route between Galesburg and Kansas City will be subject to the following:
 - a. All trainmen working between Galesburg and Kansas City will be governed by former ATSF agreements and rules, including Crew Consist, regardless of pool turn designation.
 - iv. Trainmen in the UTF Pool will be covered by the rules outlined in F(i) and (ii) above when used on the routes covered in those sections. When used in any other type of service (e.g., Low Pool service) they will be covered by CB&Q agreements and rules, including Crew Consist.
- F. Both Parties agree to meet to discuss the implementation of a fatigue management system such as, but not limited to, Predictive Work Schedules (PWS), call windows, etc. that would govern the handling of the ID through freight service established herein (See Side Letter No. 1)
- G. Other than specifically outlined in this Agreement, these ID Pools and ID Extra Boards will be administered under CB&Q Agreement Rules.

2. Through Freight Service

- A. Except as otherwise provided in this agreement, trainmen will be called first-in, first-out at each terminal provided that the first-out trainman has had rest under the Hours of Service Act. Should there be no trainmen who are rested, then an extra trainman may be called to operate for one round trip under the provisions of this Agreement.

- B. Single-direction trainmen working under the terms of this Agreement will be positioned at the home terminal based upon their previous home-on-duty times. UTF trainmen working under the terms of this Agreement will be positioned at the home terminal based upon their tie-up times.
- C. All trainmen working under the terms of this Agreement will be positioned at the away-from-home terminals based upon home-on-duty times.
- D. When two pool trainmen are to be called for the same train (one to work and one to deadhead) and one of the trainmen is not rested and the other one is rested, the rested trainman will work the train and the unrested trainman will deadhead. Otherwise, applicable CB&Q Agreement rules apply.
- E. Pool trainmen called in this service to operate to a distant terminal will not be tied up between designated terminals, except when their movement is prevented (e.g., derailment of their train), or their route to destination is obstructed or impassable (e.g., wrecks or washouts).
- F. Trainmen in this service may be deadheaded via van or train, unless emergency conditions warrant another mode of transportation.

NOTE: Emergency conditions includes acts of God, wrecks, washouts, derailments, fires, floods and mudslides which interfere with the operation of trains.

- G. A trainman in other than Low Pool Service who is turned back to the home terminal short of the distant terminal for any reason (other than laying off) will be paid a one-way trip rate of applicable 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.
- H. When a trainman is required to report for duty or is relieved from duty at a point other than the on/off duty points for these pools, BNSF shall provide suitable transportation for the trainman.

3. ID Extra Board

- A. A new Conductor's Guaranteed Road Extra Board will be created that will cover all road vacancies and extra service at Galesburg, including outlying assignments. If the Conductor's Guaranteed Road Extra Board is exhausted, the vacancy will be filled in accordance with applicable schedule rules of the assignment being filled.
- B. These extra board positions will be identified with a prior road designation. "S" for former ATSF; and "Q" for former BN-CB&Q.

- C. This ID extra board will be governed by ATSF E/W lines guarantee and forfeiture provisions.
- i. An employee who lays off more than twice in a pay period forfeits the guarantee and shall only receive pay for work performed in that pay period. Missing a call for service or calling for rest with less than 10 hours on duty under the Hours of Service Law shall be considered the same as laying off under the guarantee provisions of this Agreement.
- D. The ATSF E/W lines extra board formula of 25% will only be applied to the ATSF designated ("S") turns in the pool, and trainman assignments governed by former ATSF E/W lines schedule rules.
- i. While the above formula will determine the minimum number of trainmen on the conductor's ID extra board, the initial overall equity of the extra board will be set at 87% BN ("Q") and 13% ATSF ("S"). Example to follow:

EXAMPLE:

There are a total number of 60 "S" turns in the single-direction and UTF pools at Galesburg. Applying the 25% formula, there would be a minimum number of 15 trainmen required on the conductor's extra board. At BNSF's discretion under CB&Q agreements, an additional 20 trainmen are added to the conductor's extra board bringing the total number of trainmen on the extra board to 35. The 87% BN / 13% ATSF equity formula would then be applied and 30 of the extra board turns would be designated as "Q" turns and the remaining 5 would be designated as "S" turns.

$$35 \times 87\% = 30.45 \text{ (rounded down to 30)}$$

$$35 \times 13\% = 4.55 \text{ (rounded up to 5)}$$

- E. This ID extra board will replace existing road extra boards at Galesburg.

4. Equity

- A. The Parties will work together to address any equity concerns that may arise.
- B. Unless otherwise agreed to, positions in these ID pools will be filled based on the following ratio:

• Galesburg – Kansas City	BN 0%/SF 100%
• Galesburg – La Crosse	BN 100%/SF 0%
• Galesburg – Creston	BN 100%/SF 0%
• Galesburg – Centralia/Lindenwood	BN 100%/SF 0%
• Galesburg – Chicago	BN 60%/SF 40%
• UTF	BN 60%/SF 40%

- i. If an allocation position is not filled by a prior-rights employee, then the position will be open to any bidder with seniority at Galesburg.
- C. Unless otherwise agreed to, positions on the ID extra board will be filled based on the following ratio:
 - i. The turns filled in correlation with the ATSF 25% formula will be designated as ATSF ("S") allocated turns.
 - ii. The remainder of the needed turns on the extra board, as determined by BNSF, will be designated as BN ("Q") allocated turns.
 - iii. If an allocation position is not filled then the position will be open to any bidder with seniority at Galesburg.

5. Hours of Service Relief and Turnaround Service

- A. At Galesburg, the Galesburg UTF low pool will be the first source of supply for STAS/HOSR.
- B. If there is no one available on the UTF low pool, the extra board will be used.
- C. A brakeman is not required when STAS/HOSR is performed on a former Santa Fe territory.

NOTE: It is understood that nothing in this Agreement can be construed as altering or amending the provisions of Article 1, Paragraph 1 of the October 1, 1992 Crew Consist Agreement.

- D. If the UTF low pool and extra board are exhausted, the single-direction pools may be used. If so used, these pools will be compensated as follows:
 - i. Single-direction pool trainmen used to perform turnaround service will be paid a one-way trip rate of applicable 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.
- E. This does not eliminate or modify any "not called" claim from an employee who should have been used when an extra board or single-direction pool crew performing short turnaround service is used in violation of the short turnaround restrictions contained in Rule 19 of the CB&Q Conductor's Schedule.
- F. If the trainman is tied up at the home terminal following STAS, they will be placed to the bottom of home terminal board based on their tie-up time.

- G. If the trainman is tied-up at the away-from-home terminal following STAS they will be placed first out (available after rested). A trainman who is used for STAS and tied-up at the away-from-home terminal will not be called for a subsequent STAS unless there are no other rested crews at the AFHT. If this occurs, the trainman will be deadheaded home after the conclusion of the second STAS service.
- H. This does not preclude BNSF from using its already established rights under existing agreements to use, for instance, yardmen to perform such work.
- I. 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. Likewise, nothing in this agreement is intended to prohibit these trainmen from combining trains or exchanging trains with other trainmen destined to the same terminal.

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

7. Vacancies and Lay Offs

A. Single-Direction Pools

- i. When trainmen in a single/static-direction pool layoff and thereby create a temporary vacancy, that vacancy will be filled by as follows:
 - First-out rested trainman in the UTF pool, if none;
 - First-out rested trainman on the conductor's extra board, if none;
 - Vacancy will be filled by following Paragraph 9 below
- ii. When a single-direction pool trainman returns from a temporary vacancy layoff, they will be placed immediately to the bottom of their working board.

B. UTF Pool

- i. When a UTF pool trainman lays off, and thereby creates a temporary vacancy, their turn will be removed from the board. When the trainman returns from layoff, their turn will be placed at the bottom of the working board.
 - ii. When a UTF turn is unoccupied that turn will be removed from the board until occupied. Once occupied it will be placed to the bottom of the working board.
- C. Absences resulting in permanent vacancies as defined by applicable CBA's will continue to be handled by the terms outlined in those CBA's.
- D. If there are no available rested pool turns available, BNSF will call an extra board trainman on a "cut in" turn that will operate for one round trip and then be removed from the pool upon tie-up at the home terminal.
- E. Trainmen in these pools will not be allowed to lay off at an away-from-home terminal, except in case of emergency, such as illness or injury.

8. Call List for Extra Service

- A. Trainmen in single-direction pools who want to make themselves available for extra service during their home cycle time in order to increase earning potential, may volunteer to be called prior to the expiration of that home cycle time as follows:
- i. Rested trainmen in single-direction pools will have the ability to volunteer to be called for service prior to the expiration of their designated home cycle time.
 - ii. Trainmen will have the option of making themselves available for this work electronically, and this option may be turned on/off at any time.
 - iii. Trainmen who have volunteered to be called for additional service will be required to protect calls for service.
 - iv. Trainmen who perform additional service will, upon tie-up from that additional service, be placed to the bottom of their working board and will be considered available upon expiration of FRA rest.
- B. Trainmen called for extra service will be paid for the service they perform (i.e., no make whole).

9. Order of Call/Supplementation

- A. Unless otherwise agreed to, the order of call for service will be as follows. Trainmen as outlined in the order of call below are considered subject to call and must protect calls for service:

Note: "Available" indicates the trainman's designated home cycle time has expired; "Rested" indicates the trainman is rested under FRA requirements.

- i. First-out available trainman in the single-direction pool
 - ii. First-out rested trainman in the UTF multidirectional pool
 - iii. First-out rested on the trainman's extra board(s)
 - iv. First-out rested trainman requesting extra work in the single-direction pool where the vacancy exists
 - v. First-out rested trainman in a single-direction pool
 - vi. First-out available trainman in the supplemental single-direction pool order as determined by the Parties (See Side Letter #3)
 - vii. First-out rested trainman in the supplemental single-direction pool order as determined by the Parties (See Side Letter #3)
- B. The trainman called to supplement as outlined above will be paid the earnings of the assignment actually worked (i.e., no penalty or make whole).

10. Qualification/Familiarization

- A. Unless otherwise mutually agreed to, once qualified/familiarized, trainmen will be required to maintain that qualification.
- i. When a trainman gets within sixty (60) days of their qualification over any territory expiring they will be given an electronic notification of such. Upon tie-up, the trainman will have the option of placing themselves at the bottom of the working board of the single/static-direction pool of the route they need to re-qualify on. Once they reach first out, they will be called to work that route, thereby renewing their qualification.
 - ii. If a trainman gets within fifteen (15) days of their qualification over any territory expiring without having taken the steps outlined in 10(A)(i) above, upon tie-up they will automatically be placed at the bottom of the working board of the single/static-direction pool of the route they need to re-qualify on. Once they reach first out, they will be called to work that route, thereby renewing their qualification.
- B. Until programming for this process is complete, BNSF will handle this process manually.

11. Pool Regulation

- A. All pools will be regulated to meet the projected needs of service using indexed mileage regulation factors that account for the current basic day or any changes that may occur in the future.
- B. Initially, the number of single-direction pool turns will be determined jointly by BNSF and the designated SMART-TD representative. The number of single-direction pool turns may be changed based on business needs and availability on any scheduled adjustment date by mutual agreement.
 - i. If a single-direction pool turn goes “no-bid”, it will be filled consistent with applicable force-assignment rules.
- C. The remainder of the needed pool turns will be placed into the UTF multidirectional pool.
- D. Unless otherwise agreed to, all pools contemplated by this agreement will continue to be regulated under current mileage agreements, however the Parties agree that both “home-cycle” time component and historical layoff percentages may be considered in the regulation of these pools.
 - i. Should BNSF foresee an exigent increase or decrease in traffic/volume at any location they will immediately present the Local Chairman with information concerning that increase/decrease and the number of turns that may need to be adjusted to account for the change. Adjustment will not be made without concurrence which shall not be unreasonably withheld.

12. Compensation

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

<u>Conductors</u>	<u>Trip Rate</u>	<u>Flip Rate</u>
Low Pool	\$326.78	N/A
Galesburg-Chicago Version A (S Turn)	\$371.59	N/A
Galesburg-Chicago Version B (S Turn)	\$478.94	N/A
Galesburg-Chicago Version C (S Turn)	\$547.90	N/A
Galesburg-Chicago Version A (Q Turn)	\$316.49	N/A
Galesburg-Chicago Version B (Q Turn)	\$408.63	N/A
Galesburg-Chicago Version C (Q Turn)	\$498.03	N/A
Galesburg-Lindenwood/Centralia	\$397.58	N/A
Galesburg-Kansas City	\$583.40	\$1135.91
Galesburg-La Crosse	\$457.65	\$1019.29
Galesburg-Creston	\$436.05	N/A

<u>Brakemen</u>	<u>Trip Rate</u>	<u>Flip Rate</u>
Low Pool	\$305.84	N/A
Galesburg-Chicago Version A (S Turn)	\$335.62	N/A
Galesburg-Chicago Version B (S Turn)	\$434.99	N/A
Galesburg-Chicago Version C (S Turn)	\$499.99	N/A
Galesburg-Chicago Version A (Q Turn)	\$296.34	N/A
Galesburg-Chicago Version B (Q Turn)	\$382.55	N/A
Galesburg-Chicago Version C (Q Turn)	\$466.21	N/A
Galesburg-Lindenwood/Centralia	\$363.75	N/A
Galesburg-Kansas City	\$537.89	\$1058.93
Galesburg-La Crosse	\$429.00	\$955.28
Galesburg-Creston	\$408.97	\$N/A

Note 1: These trip rates will remain subject to all future GWI's and COLA's.

Note 2: All overtime thresholds remain subject to the trip rate "overtime extender".

- B. When used in service as outlined in Paragraph 1(C) above, trainmen will be compensated as follows, subject to National Agreement provisions. No extension of the current overtime threshold of the pools noted will occur:

<u>Conductors</u>	<u>Trip Rate</u>	<u>Flip Rate</u>
Galesburg-Chicago Version A (S Turn)	\$568.05	N/A
Galesburg-Chicago Version B (S Turn)	\$674.35	N/A
Galesburg-Chicago Version C (S Turn)	\$742.88	N/A
Galesburg-Chicago Version A (Q Turn)	\$493.63	N/A
Galesburg-Chicago Version B (Q Turn)	\$585.60	N/A
Galesburg-Chicago Version C (Q Turn)	\$673.47	N/A
Galesburg-Lindenwood/Centralia	\$626.05	N/A
Galesburg-Kansas City	\$782.94	\$1334.95
Galesburg-La Crosse	\$647.32	\$1204.34
Galesburg-Creston	\$625.77	N/A

<u>Brakemen</u>	<u>Trip Rate</u>	<u>Flip Rate</u>
Galesburg-Chicago Version A (S Turn)	\$520.47	N/A
Galesburg-Chicago Version B (S Turn)	\$618.85	N/A
Galesburg-Chicago Version C (S Turn)	\$683.45	N/A
Galesburg-Chicago Version A (Q Turn)	\$462.13	N/A
Galesburg-Chicago Version B (Q Turn)	\$548.17	N/A
Galesburg-Chicago Version C (Q Turn)	\$630.41	N/A
Galesburg-Lindenwood/Centralia	\$564.98	N/A
Galesburg-Kansas City	\$725.87	\$1246.43
Galesburg-La Crosse	\$606.69	\$1128.62
Galesburg-Creston	\$586.68	\$N/A

Note 1: These trip rates will remain subject to all future GWI's and COLA's.

- C. Trainmen in these pools will be afforded continuous held-away after 16 hours at the away-from-home terminals.
- D. When a trainman expires under the Hours of Service Law en route to the final terminal, 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.
 - 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.
- E. Trainmen may trade trains operating in the same direction, but they will not be required to trade trains moving in the opposite direction. 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.
- F. Any required initial familiarization trips will be compensated at the Conductor trip rate of the assignment for which called to familiarize. After being compensated for familiarization trips at Galesburg, a trainman must work a road assignment at the Galesburg source of supply for 30 days, unless they are unable to hold a road assignment at the Galesburg source of supply.
- G. Any required familiarization trips made in compliance with Paragraph 10 above will be compensated at the conductor's trip rate of the assignment for which called to familiarize.
- H. Any side trips not included in the trip rates will be compensated in accordance with CB&Q Agreement rules.

13. Uniform Vacation and Personal Leave Day Progression

- A. Galesburg Road Trainmen will have one (1) consolidated vacation roster.
- B. The Santa Fe Vacation Agreement will apply to all employees owning turns in the consolidated pools and extra boards covered by this Agreement.
- C. The Santa Fe Personal Leave Day ("PLD") progression will apply to all employees owning turns in the consolidated pools and extra boards covered by this Agreement with a limit of 11 PLDs.

14. Ebb & Flow

- A. ATSF Flowback provisions will only apply to ATSF equity allocated turns; and CBQ Flowback provisions will only apply to CBQ equity allocated turns.

Example: If an engineer on an ATSF equity allocated turn wishes to go to ground service, they may only place on an ATSF equity allocated turn.

15. Meal period

- A. In order to expedite the movement of trains operating under this Agreement, trainmen will not stop their train to eat. All meal allowances are included in the 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 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.

16. Lodging and AFHT Meals

- A. Suitable lodging (as defined by the 7/16/80 OPS-27-80 BN/UTU Lodging Agreement) shall be provided for trainmen tied up at their away-from-home terminal.
- B. Trainmen who are performing this ID pool service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, as amended.

17. Protection

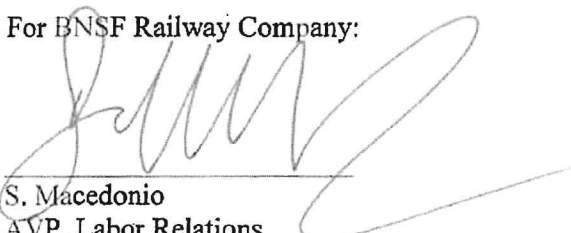
Any trainman adversely affected as a result of the implementation of the original Article IX notices served on May 11, 2017 will continue to receive the protection afforded under Article IX Section 7 of the 1985 UTU National Agreement.

18. Modification Clause

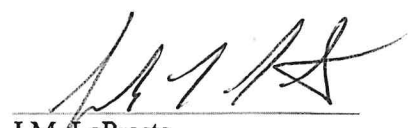
Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of agreements or schedule rules as implemented between BNSF and SMART-TD.

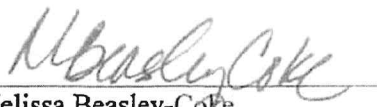
This Agreement shall take effect on **November 12, 2019**, and shall remain in effect for a minimum of 120 days. After the initial 120 days, either Party may cancel this pilot by giving 15 days' advanced written notice to the other Party. The Parties agree to discuss this pilot every 30 days for the duration of the pilot.

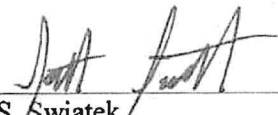
For BNSF Railway Company:

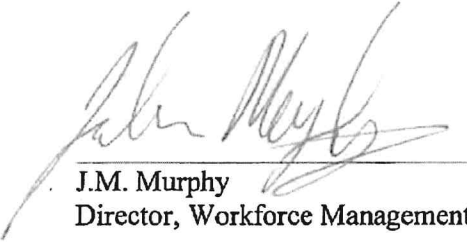

S. Macedonio
AVP, Labor Relations

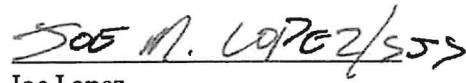
For SMART-TD


J.M. LaPresta
General Chairman, SMART-TD


Melissa Beasley-Coke
General Director, Workforce Management


S. Swiatek
General Chairman, SMART-TD


J.M. Murphy
Director, Workforce Management


Joe Lopez
Vice President, SMART-TD

Side Letter No. 1 – Fatigue Mitigation for UTF Pool

- A. A trainman who accumulates four (4) consecutive starts (including deadheads) will be afforded the option to book either twenty-four (24) or forty-eight (48) hours of rest.
- i. 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.
 - ii. Flip trips/STAS trips count as one (1) start.
 - iii. Any trainman who chooses not to book extra rest will not be afforded the opportunity again until an additional four (4) consecutive starts have been accumulated (i.e., 8, 12, etc.).
 - iv. Any layoff event, paid or unpaid, that takes place will result in the trainman's start count being reset to zero (0). For purposes of this rest option only, having over twenty-four (24) hours off between starts will not reset the count.
- B. In turn removal pools only, at any point prior to reaching a designated number of times out in their pool, a trainman may declare they wish to take foot-of-the-board (FOB). When the request is made, the trainman will be immediately dropped to the foot-of-the-board. FOB may only be taken between working trips, and may not be taken after voluntary booking of 24 or 48 hours of rest.

Side Letter #2 – Excessive Pool Supplementation

If the single-direction pools are being used to supplement other single-direction pools regularly during normal business operations (e.g. non-holiday operations), the parties agree to meet and discuss how to adjust the single-pool/UTF ratio to reduce the need for such pool supplementation.

Side Letter #3 – Pool Supplementation Order

In accordance with section 9(A)(vi) and (vii), when it is necessary for a single destination pool to supplement one of the other pools, the supplementation order below will apply:

Kansas City Pool

LaCrosse

Creston

Centralia/Lindenwood

Chicago

LaCrosse Pool

Kansas City

Creston

Centralia

Chicago

Creston Pool

Centralia

LaCrosse

Chicago

Kansas City

Centralia/Lindenwood Pool

Chicago

Creston

LaCrosse

Kansas City

Chicago Pool

Creston

Centralia/Lindenwood

LaCrosse

Kansas City