

**Memorandum of Agreement  
Between  
BNSF Railway  
And The  
Brotherhood of Locomotive Engineers and Trainmen**

The Parties agree to establish a pilot for intraseniority district service between Alliance, NE and Lincoln, NE. The following conditions will apply:

**1. Establishment of New Service**

- a. A double-ended pool will be established with home terminals at both Alliance, NE and Lincoln, NE. Ravenna, NE will no longer be a release point for engineers in this service.
- b. Predictive Work Schedule (PWS) and Unassigned Through Freight (UTF) engineers working under the terms of this Agreement will be positioned at the away-from-home terminals based upon their home on duty time.
- c. UTF engineers working under the terms of this Agreement will be positioned at the home terminal based upon their tie-up times.
- d. UTF engineers in this pool will receive a 90-minute call at Alliance and a 2 hour call in Lincoln.
- e. When two pool engineers are called for the same train (one to work and one to deadhead), and one of the engineers is not rested and the other one is rested, the rested engineer will work the train and the unrested engineer will deadhead. Otherwise, applicable BLET former CBQ Schedule Rules will apply.
- f. Pool engineers 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 trains), or their route to destination is obstructed or impassable (e.g., wrecks or washouts).
- g. These pools will operate under CBQ Schedule Rules.

**2. Predictive Work Schedule (PWS)**

- a. The majority of the total turns needed to protect service between Alliance and Lincoln will be under a Predictive Work Schedule (PWS). The exact number of PWS turns will be determined by BNSF after consultation with the designated BLET representative, and may change to reflect traffic conditions.

- b. Approximately half of the PWS turns identified in Section 2(a) may be designated as “adjustment turns”:

NOTE: Adjustment turns will be removed or added on the agreed upon board adjustment day (currently Monday) to reflect a change in traffic conditions. The bulletin for the PWS pool will specify which turns are adjustment turns.

- c. PWS engineers will be provided a schedule of their on-duty times for 8-12 weeks in advance, unless otherwise agreed to. BNSF retains the right to call the PWS engineer 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 engineer receives no call from BNSF, he/she is to report for duty at the end of this 4-hour window.

Example: PWS Engineer Jones has a scheduled on duty time at 1400 hours on February 1, 2017. PWS Engineer Jones is responsible for protecting any calls for service with an on-duty time between 1200 and 1600 hours.

If no call for service is received, PWS Engineer Jones is required to report for duty at 1600 hours on February 1, 2017.

- d. These engineers will not be subject to call until their next PWS on-duty window, except for in an emergency:
  - i. In case of emergency or obstruction (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 engineers if there are no trains available during their on-duty window.
- e. BNSF will post 7-day bulletins to close prior to the PWS service implementation so that all engineers will be provided the necessary familiarization trips prior to the implementation. The bulletins will include different starting time calendars, and the senior engineer 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.
- f. When displacing to PWS service, the displacing engineer must displace the junior engineer in the PWS service:

NOTE: This provision does not affect or limit existing agreement provisions related to the filling of permanent engineer vacancies. Demoted engineers will still be required to fulfill promotional obligations in accordance with existing agreements.

- g. Assigned PWS engineers will be allowed to bid to other non-PWS engineer positions. Engineers are required to work at least one compensated trip prior to being allowed to bid off. The vacated position will be filled by the engineer bid system or under applicable force assignment rules. Once the original bids are awarded, the subsequent vacancies will be filled by the engineer bid system using the applicable pool board.
- h. Engineers may not bid within PWS.
- i. A PWS engineer can bid out of the PWS service and later bid back into the PWS service to fill subsequent vacancies.

### **3. Unassigned Through Freight (“UTF”) Service**

- a. The remaining non-PWS turns needed to protect service between Alliance and Lincoln will be in unassigned through freight (UTF) service. The exact number of UTF turns will be determined through negotiations between the proper BNSF officers and Local Chairmen, or their designated representatives, and may change to reflect traffic conditions.
- b. UTF engineers in this pool will be called first-in, first-out provided that the first-out engineer is fully rested under the Hours of Service Act. If there are no fully rested engineers, then an extra engineer may be called to operate for one round trip under the provisions of this Agreement.
- c. Any UTF engineer who accumulates four (4) consecutive compensated starts (including deadhead service) in these UTF pools will be afforded the option of 24, 48, or 72 hours of rest at the home terminal:
  - i. Any engineer 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.).
  - ii. Any layoff event, paid or unpaid, that takes place will result in the UTF engineer’s start count being reset to zero (0).
  - iii. It is understood that if RSIA unavailability increases, the Parties will meet and discuss making rest mandatory.

### **4. Hours of Service Relief and Short Turnaround Service**

- a. Short Turn Around Service, in all directions, at Alliance and Lincoln will be performed under Rule 32(b) and the 2005 Letter of Understanding regarding short turn around service.

b. At Alliance, the extra boards will be the primary source of supply for this service and if the extra boards are exhausted, the following fill steps will be used:

1. Alliance consolidated Pool

2. Alliance – Lincoln UTF Pool

i. Crews used to perform turnaround service at Alliance will be paid a one-way Alliance – Lincoln trip rate with overtime commencing after eight (8) hours (regardless of miles run).

3. Alliance – Lincoln PWS Pool

i. If a PWS engineer at Alliance is used in this manner, he/she will be paid an Alliance - Lincoln round trip. These engineers will not be subject to call until their next PWS on-duty window.

c. These Alliance home terminal crews may perform turnaround service at Alliance out to the following terminals:

- Edgemont
- Guernsey
- Sterling
- MP 223.9 (Halsey) on the Sand Hills Subdivision

Note: If a UTF crew is used to the distant terminals of Edgemont, Sterling or Guernsey, they will be paid two trip rates.

d. At Lincoln, the Lincoln Low Pool will be the primary source of supply for this service and if this pool is exhausted, the following fill steps will be used:

1. Alliance – Lincoln UTF Pool

i. Lincoln crews used to perform turnaround service at Lincoln will be paid a one-way Alliance – Lincoln trip rate with overtime commencing after eight (8) hours (regardless of miles run).

2. Alliance – Lincoln PWS Pool

i. If a PWS engineer at Lincoln is used in this manner, he/she will be paid an Alliance - Lincoln round trip. These engineers will not be subject to call until their next PWS on-duty window.

- e. In the event there are no trains available when a PWS crew reports for duty at the home terminal, BNSF may use these crews for short turn around service when extra board and UTF engineers are available.
- f. This does not eliminate or modify any “not called” claim from a pool or extra employee who should have been used when a crew performing short turn around service is used in violation of the short turnaround restrictions contained in Rule 32(b) of the CBQ Engineer Schedule.
- g. This does not preclude BNSF from using its already established right under existing agreements to use, for instance, extra board engineers or yardmen to perform such work.
- h. Nothing contained in this Agreement is intended to prohibit these ID pool engineers from being used on trains that traverse only part of the specified territory, provided engineers 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 engineers from combining trains or exchanging trains with other engineers destined to the same terminal.

**5. Called and Released**

- a. When a UTF engineer in the unassigned portion of this pool is called and released at any point after being called for service, such engineer will be paid a one-way trip rate (corresponding to the trip for which he/she was 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 this pool.

- b. If a PWS or UTF engineer is called and released at an away-from-home terminal, either before or after time of going on duty, he/she will be paid a basic day and stand first out on the board. If rest is required, the engineer may be runaround without penalty until legally rested.

NOTE: If the engineer 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.

## **6. Vacancies and Lay Offs**

- a. When a PWS engineer in this pool lays off and thereby creates a temporary vacancy, that temporary vacancy will be filled by the first-out UTF engineer.
- b. When a UTF engineers in this pool lays off and thereby creates a temporary vacancy, their turn will be removed from the board. When the engineer returns from layoff, their turn will be placed at the bottom of the working board.

NOTE: Layoffs resulting in permanent vacancies as defined by applicable CBAs will continue to be handled by the terms outlined in those CBAs.

- c. Temporary vacancies in the UTF portion of the pool shall be protected by the next following rested pool turn. If there are no available rested pool turns available, BNSF will call an extra board engineer 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.
- d. Engineers 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.

## **7. Alliance Consolidated Pool Supplementation**

If there is a shortage of manpower available to protect the Alliance consolidated pool, the Parties agree to meet/discuss a solution wherein this Alliance - Lincoln pool may be used to supplement the Alliance consolidated pool:

NOTE: A "shortage of manpower" exists when there are no rested and available engineers in both the Alliance consolidated pool and the Alliance extra board.

## **8. Pool Regulation**

- a. The number of turns in this pool will be based on an average of 10-14 starts (unless otherwise agreed to).
- b. The number of PWS turns in this pool will be determined by BNSF (following consultation with the designated BLET Representative) prior to the start of the 7-day bulletin period for the PWS schedules.
- c. The number of UTF turns will be determined through negotiations between the proper BNSF officers and Local Chairmen, or their designated representatives. UTF pool adjustment dates will be governed under existing agreements.

## **11. Familiarization**

- a. Engineers who become assigned to this Alliance - Lincoln ID pool, the Alliance Engineer's Extra Board, the Lincoln Low Pool or the Lincoln Engineer's Extra Board will be allowed compensation for any required familiarization trips in this pool at the Engineer trip rate of the assignment for which called, for each trip they are required to familiarize. During familiarization, engineers will also be eligible to receive held-away-from-home terminal allowances and all applicable meal allowances.
- b. After being compensated and the completion of familiarization trips in this Alliance – Lincoln pool, an Alliance engineer must work a road assignment at the Alliance source of supply for 30 days, unless they are unable to hold a road assignment at the Alliance source of supply. Likewise, a Lincoln engineer must work a road assignment at the Lincoln source of supply for 30 days, unless they are unable to hold a road assignment at the Lincoln source of supply.

## **12. Meal Period**

In order to expedite movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, BNSF shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip. However, if a meal allowance is included in the applicable trip rate, no additional payment will be made:

NOTE: This does not preclude an engineer 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 engineers 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.

## **13. Lodging and Handling at the AFHT**

- d. Suitable lodging (as defined by applicable agreement) shall be provided for all PWS and UTF pool engineers tied up at their away-from-home terminal.
- e. PWS and UTF pool engineers 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.

**14. Protection**

Any engineer adversely affected as a result of the application of this agreement shall receive the protection afforded under Article IX, Section 7 of the 1986 BLET National Agreement (Arbitration Award No. 458).

**15. Modification Clause**

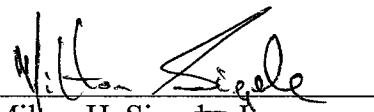
Except as specifically modified herein, the provisions of this Agreement shall not be construed as modifying, amending or superseding any Schedule Rule or the Merger Protective Agreements as implemented between BNSF and the BLET.


This pilot will not serve as any precedent on the position of the Parties regarding the provisions contained herein.

This agreement shall take effect on September 20, 2017, and shall remain in effect for a period of 120 days.

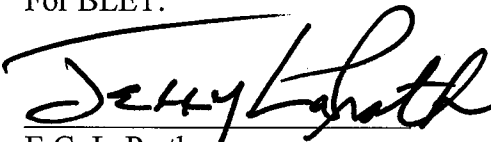
The Parties agree to meet every 30 days to discuss the progress of the trial and make any needed adjustments. After the initial 60 days, either Party may cancel this pilot by giving 15-day's written notice to the other Party.

For BNSF Railway:

  
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