

**Memorandum of Agreement
between
BNSF Railway
and the
Brotherhood of Locomotive Engineers and Trainmen**

Pursuant to BNSF's letter dated February 24, 2017, a multi-directional pool will be established at Alliance, NE, to work intraseniority district service to Edgemont, SD, Sterling, CO, Guernsey, WY, Ravenna, NE, and Lincoln, NE. A multi-directional pool will also be established at Sterling, CO, to work intraseniority district service to Guernsey, WY and Alliance, NE. The following conditions will apply:

1. Establishment of New Service

- a. A pool of engineers will be established to handle traffic between Alliance and Edgemont/Sterling/Guernsey/Ravenna/Lincoln. This ID pool will protect freight service, in all directions, within this territory and includes all routes and side trips. Alliance will be the home terminal for this operation and Edgemont, Sterling, Guernsey, Ravenna and Lincoln will be the away-from-home terminals.
 - i. The Alliance – Lincoln route will be a double-ended pool with home terminals at both Alliance, NE and Lincoln, NE. In this service, Ravenna, NE will no longer be a release point for engineers.
 - ii. Alliance and Lincoln engineers will receive a 90-minute call at both Alliance and Lincoln.
- b. Alliance headquartered engineers in this service may operate trains through the following terminals, on a continuous operation without penalty and without release, as described below:
 - i. Alliance:
 - (a) Up to and including MP 333.9 (East Ellsworth) on the Sand Hills Subdivision
 - (b) Up to and including MP 409.7 (Belmont) on the Butte Subdivision
 - (c) Up to and including MP 38.3 (South Bridgeport) on the Angora Subdivision

- ii. Edgemont:
 - (a) Up to and including MP 504.8 on the Black Hills Subdivision
- iii. Ravenna:
 - (a) Up to and including MP 100 on the Ravenna Subdivision
- iv. Lincoln:
 - (a) Up to and including MP 174.9 (East Gage) on the St. Joseph Subdivision
 - (b) Up to and including MP 23.1 (East Louisville) on the Creston Subdivision
- v. Sterling:
 - (a) Up to and including MP 142 (West New Hillrose) on the Brush Subdivision
- vi. Guernsey:
 - (a) Up to and including MP 117.1 on the Orin Subdivision
- c. Crews operating between Alliance and Lincoln may also operate via the Giltner and Hasting Subdivisions.
- d. Lincoln headquartered engineers in this service may operate trains through the following terminals, on a continuous operation without penalty and without release, as described below:
 - i. Lincoln:
 - (a) Up to and including MP 174.9 (East Gage) on the St. Joseph Subdivision
 - (b) Up to and including MP 23.1 (East Louisville) on the Creston Subdivision

- ii. Alliance:
 - (a) Up to and including MP 409.7 (Belmont) on the Butte Subdivision
 - (b) Up to and including MP 38.3 (South Bridgeport) on the Angora Subdivision
- e. A pool of engineers will be established to handle traffic between Sterling and Alliance, and through Northport-Bridgeport to Guernsey. This ID pool will protect freight service, in all directions, within this territory and includes all routes and side trips. Sterling will be the home terminal for this operation and Alliance and Guernsey will be the away-from-home terminals.
- f. Sterling headquartered engineers in this service may operate trains through the following terminals, on a continuous operation without penalty and without release, as described below:
 - i. Sterling:
 - (a) Up to and including MP 142 (West New Hillrose) on the Brush Subdivision
 - ii. Alliance:
 - (a) Up to and including MP 333.9 (East Ellsworth) on the Sand Hills Subdivision
 - (b) Up to and including MP 409.7 (Belmont) on the Butte Subdivision
 - iii. Guernsey:
 - (a) Up to and including MP 119 on the Orin Subdivision
- g. At Guernsey, pool engineers headquartered at Alliance will be used first-in, first-out to work or deadhead on a train destined for Alliance, except as specified below in Sections 1(g)(i) and 3(b):
 - i. Alliance engineers at Guernsey may be used to work out of Guernsey on a train destined for Sterling, only when there are no rested and available Sterling engineers at Guernsey. If an engineer is used in this manner, he/she will be deadheaded to Alliance and will not tie up for rest at Sterling:

- (a) The Alliance engineer will be paid the Sterling – Alliance/Guernsey trip rate for the working trip, and an Alliance – Guernsey/Sterling trip rate for the deadhead.
- h. At Guernsey, pool engineers headquartered at Sterling will be used first-in, first-out to work or deadhead on a train destined for Sterling, except as specified below in Sections 1(h)(i) and 3(b):
 - i. Sterling engineers at Guernsey may be used to work out of Guernsey on a train destined for Alliance, only when there are no rested and available Alliance engineers at Guernsey. If an engineer is used in this manner, he/she will be deadheaded to Sterling and will not tie up for rest at Alliance:
 - (a) The Sterling engineer will be paid the Alliance – Guernsey/Sterling trip rate for the working trip, and a Sterling-Alliance/Guernsey trip rate for the deadhead.
 - i. These pools will operate under CBQ Schedule Rules.
 - j. BNSF 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 ID through freight service established herein.

2. Through Freight Service

- a. Unless otherwise addressed in this Agreement, engineers in these pools will rotate first-in, first-out provided 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.
- b. Engineers working under the terms of this Agreement will be positioned at both the away-from-home terminals and the home terminals based upon their tie-up times.
- c. 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.
- d. 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).

- e. A engineer who is destined to another terminal (either the home or an away-from-home terminal) but is turned back short of the distant terminal for any reason will be paid a one-way trip (pertaining to the direction called) with overtime commencing after eight (8) hours (regardless of miles run).

3. Hours of Service Relief and Turnaround Service

- a. Unless otherwise agreed, pool crews may be called to make one or more turnaround trips, including Hours of Service Law relief, at their home terminal and away-from-home terminals. The terminal release rule(s) will not apply as these crews may operate through the designated terminal without release and without penalty:
 - i. For example, an Alliance crew called in turnaround service at Alliance may retrieve two trains on the Sand Hills Subdivision and a third train on the Angora Subdivision during the same tour of duty, without being released and without penalty, regardless of time or miles run.
- b. Because Alliance engineers and Sterling engineers are maintained on separate boards at Guernsey, when it becomes necessary to perform turnaround service out of Guernsey, BNSF will call the first-out rested Alliance or Sterling engineer, based on manpower supply. So long as the first-out, rested engineer (off the respective board) is called, there will be no penalty to the other first-out engineer:
 - i. For example, if there is both a rested Alliance engineer and a rested Sterling engineer at Guernsey, but there are more Alliance engineers at Guernsey, BNSF may call the first-out Alliance engineer to perform the turnaround service. In this scenario, there would be no penalty for the first-out rested Sterling engineer.
 - ii. After performing turnaround service at Guernsey, BNSF may deadhead the engineer to the home terminal or the engineer may be tied up at Guernsey for rest. If the engineer is tied up at Guernsey, he/she will be placed first-out and called after receiving proper rest.
- c. Crews used to perform turnaround service will be paid at the through freight rate of pay based on actual miles operated. There is no maximum mileage limitation and the crews will be paid overtime after miles operated that day.
- d. 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.

- e. 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.

4. Called and Released

- a. When an engineer in these unassigned pools 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 an 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.

5. Vacancies and Lay Offs

- a. When engineers in these pools layoff and thereby create 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 CBA’s will continue to be handled by the terms outlined in those CBA’s.

- b. Temporary vacancies in these pools 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.

- c. 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. Engineers laying off under these circumstances will be permitted to ride a train to the home terminal provided they notify the dispatcher and obtain permission from their designated supervisor in advance when laying off at their away from home terminal.

6. Pool Regulation

- a. Alliance:

The number of turns in this pool will be based on starts. The target number of starts will be determined by business needs, manpower availability, and a target range of 18-22 starts will be considered in this regulation. Pool adjustment dates will be governed by existing agreements. Further, if BNSF finds that it is unable to staff trains with this start regulation, then it may send the General Chairmen written notice that it desires to meet and discuss adjustments to the start range. The start regulation will then be adjusted to a more appropriate, reasonable regulation range.

- b. Sterling:

The number of turns in this pool will be based on starts. The target number of starts will be determined by business needs, manpower availability, and a target range of 20-24 starts will be considered in this regulation. Pool adjustment dates will be governed by existing agreements. Further, if BNSF finds that it is unable to staff trains with this start regulation, then it may send the General Chairmen written notice that it desires to meet and discuss adjustments to the start range. The start regulation will then be adjusted to a more appropriate, reasonable regulation range.

7. Compensation

- a. Engineers in this Alliance pool will be allowed the Alliance – Edgemont, Alliance – Sterling/Guernsey, Alliance – Ravenna, or Alliance - Lincoln trip rate, based on the service performed, subject to the agreed-to application of future GWIs and COLAs.
- b. Engineers in this Sterling pool will be allowed the Sterling – Guernsey/Alliance trip rate subject to the agreed-to application of future GWIs and COLAs.

NOTE: The trip rates have been modified to reflect the proper ID overmile rate and will remain subject to future GWIs and COLAs.

- c. When engineers are utilized to operate through any of the terminals pursuant to Sections 1(b), 1(d) and 1(f), they will be compensated for all actual rail miles traversed (in both directions), at the applicable daily rate, from their departure at the applicable yard limits. This payment will be made in addition to the trip rate, with overtime extended:
 - i. Engineers must use CA Code MS to claim this allowance.
- d. When engineers operate their train between Alliance and Lincoln via the Giltner and Hastings Subdivisions pursuant to Section 1(c), they will be compensated for all actual rail miles traversed. This payment will be made in addition to the trip rate, with overtime extended:
 - i. Engineers must use CA Code MS to claim this allowance.

8. Lodging and AFHT Meals

- a. Suitable lodging (as defined by applicable agreement) shall be provided for engineers tied up at their away-from-home terminal.
- b. Engineers 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.

9. 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 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 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.

10. Equity

- a. The mileage on this interseniority district service is as follows:

Alliance – Ravenna (“EN09”)	238 miles
<u>Lincoln – Ravenna (“EN08”)</u>	<u>126 miles</u>
Total	364 miles

- b. It is understood that this pool will operate as close as possible to 2 Alliance to 1 Lincoln between the seniority districts.
- c. Equalization of mileage and the distribution of work in this ID service will be kept as close to even as possible, with the requirement the equity balance at least once per month, and will be the responsibility of BNSF to manage.
- d. If the Alliance crew base fishhooks through Ravenna pursuant to Section 1(b)(iii), when the accumulation of miles traveled between Ravenna and MP 100 by “09” Wyoming Seniority District engineers reaches a level equivalent to 12-months of equity (approximately 48,000 miles), an “08” Nebraska Seniority District equity turn will be bulletined in the Alliance multi-directional pool.
- i. If the “08” equity turn goes no bid, then the “08” Nebraska Seniority District rights to that turn will be considered forfeited and the equity mileage will reset to zero.
- ii. The successful bidder for the “08” Nebraska Seniority District equity turn will be held to that turn for the entire 12-month period, and will not be subject to displacement. The successful bidder will be permitted to bid off the equity turn; however, if he/she does so, the “08” Nebraska Seniority District equity rights will be forfeited and the equity mileage will reset to zero.

11. Protection

Any employee adversely affected either directly or indirectly as a result of the implementation of this Agreement will be covered by the protection benefits afforded by Article IX, Section 7 of the 1989 BLET National Agreement (Arbitration Award No. 458).

12. 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 agreement shall take effect on _____, 2017, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:

For BLET:

Milton H. Siegele, Jr.
AVP, Labor Relations

E.G. LaPrath
General Chairman, BLET

Andrea Smith
General Director, Labor Relations