

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

The Parties agree to establish a pilot for a multi-directional pool at Alliance, NE, to work intraseniority district service to Edgemont, SD, Sterling, CO, Guernsey, WY, and Ravenna, 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. 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, and Ravenna will be the away-from-home terminals.
- b. Alliance headquartered engineers in this service may operate trains through Alliance terminal, on a continuous operation without release, as described below:
 - i. Up to and including MP 333.9 (East Ellsworth) on the Sand Hills Subdivision
 - ii. Up to and including MP 409.7 (Belmont) on the Butte Subdivision
 - iii. Up to and including MP 38.3 (South Bridgeport) on the Angora Subdivision
- c. 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(c)(i) and 3(e):
 - 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.

- d. Engineers working under the terms of this Agreement will be positioned at the away-from-home terminals based upon their home on duty time.
- e. Engineers working under the terms of this Agreement will be positioned at the home terminal based upon their previous on duty times.
- f. 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.
- g. 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).
- h. This pool will operate under CBQ Schedule Rules.

2. Unassigned Through Freight Service

- a. Engineers in this pool 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. Any engineer who accumulates four (4) consecutive compensated starts (including deadhead service) in this pool will be afforded the option of 24 or 48 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 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.

3. Hours of Service Relief and Turnaround Service

- a. Short Turn Around Service, in all directions, at Alliance will be performed under Rule 32(b) and the 2005 Letter of Understanding regarding short turn around service.
- b. The Alliance extra boards will be the primary source of supply for this service and if the extra boards are exhausted, the pool may be used:
 - i. Crews used to perform turnaround service at Alliance will be paid a one-way Alliance – Sterling/Guernsey trip rate with overtime commencing after eight (8) hours (regardless of miles run).
- c. These crews may perform turnaround service out to the following terminals:
 - Edgemont
 - Guernsey
 - Sterling
 - MP 223.9 (Halsey) on the Sand Hills Subdivision

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

- d. 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’s Schedule.
- e. 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.

- iii. Alliance crews performing turnaround service at Guernsey will be paid the Alliance – Guernsey/Sterling trip rate with overtime after 8 hours, regardless of miles run.
- f. 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.
- g. 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 the unassigned portion of these 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 an engineer in this pool lays off 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 CBAs will continue to be handled by the terms outlined in those CBAs.

- b. Temporary vacancies in this 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.
- c. Engineers in this pool will not be allowed to lay off at an away-from-home terminal, except in case of emergency, such as illness or injury.

6. Alliance – Lincoln Pool Supplementation

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

NOTE: A “shortage of manpower” exists when there are no rested and available engineers in both the Alliance – Lincoln UTF pool and the Alliance extra board.

7. Pool Regulation

The number of turns in this pool will be based on a range of 18-22 starts (unless otherwise agreed to). The number of turns will be determined through negotiations between the proper BNSF officers and Local Chairmen, or their designated representatives. Pool adjustment dates will be governed under existing agreements.

8. Compensation

- a. Engineers in this Alliance pool will be allowed the Alliance – Edgemont, Alliance – Sterling/Guernsey, or Alliance – Ravenna trip rate, based on the service performed, subject to the agreed-to application of future GWIs and COLAs.
- b. When engineers are utilized to operate through Alliance terminal pursuant to Section 1(b), they will be compensated for all actual 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 no offset to overtime:
 - i. Engineers must use CA Code MS to claim this allowance.
- c. An 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).

- d. Engineers in this pool will be afforded continuous held-away after 16 hours at the away-from-home terminals.

9. Familiarization

- a. Engineers who become assigned to this Alliance consolidated pool, or the Alliance 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 consolidated 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.

10. 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.

11. 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.

12. 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 1986 BLET National Agreement (Arbitration Award No. 458).

13. 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.

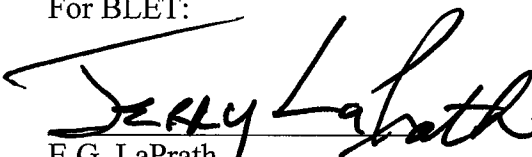
The Parties agree to meet every 30 days to discuss the progress of the trial and make any needed adjustments. After the initial 60 days, either Party may cancel this pilot by giving 15-day's written notice to the other Party.

For BNSF Railway Company:


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