

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

Pursuant to BNSF's letter dated December 7, 2017, an intraseniority multi-directional pool may be established at La Crosse, WI, operating to Northtown, MN, Savanna, IL, Cicero, IL, and Galesburg, IL. The following conditions will apply:

**1. Establishment of New Service**

- A. A pool of engineers will be established to handle traffic between La Crosse and Northtown/Savanna/Cicero/Galesburg. This ID pool will protect freight service, in all directions, within this territory including all routes and side trips. La Crosse will be the home terminal for this operation and Northtown, Savanna, Cicero, and Galesburg will be the away-from-home-terminals:
  - a. The La Crosse – Cicero route will be a double-ended pool with home terminals at both La Crosse and Cicero:
    - i. BNSF will determine the distribution of work between the home terminal and away-from-home terminal pool freight engineers at La Crosse and Cicero, dependent upon the needs of the service and engineer availability.
  - b. The La Crosse – Galesburg route will be a double-ended pool with home terminals at both La Crosse and Galesburg:
    - i. BNSF will determine the distribution of work between the home terminal and away-from-home terminal pool freight engineers at La Crosse and Galesburg, dependent upon the needs of the service and engineer availability.
- B. Engineers in this pool will receive the following call times:
  - a. At La Crosse – home terminal and away-from-home terminal crews will receive a 90 minute call.
  - b. At Cicero – home terminal and away-from-home terminal crews will receive a 2 hour call.
  - c. At Galesburg – home terminal and away-from-home terminal crews will receive a 2 hour call.

- d. At Northtown – away-from-home terminal crews will receive a 90 minute call.
  - e. At Savanna – away-from-home terminal crews will receive a 90 minute call.
- C. Engineers in this service may operate trains through La Crosse, on a continuous operation without penalty and without release, as described below:
- a. Up to and including MP 328.2 (Winona Jct.) on the St. Croix Subdivision
  - b. Up to and including MP 265.0 (De Soto) on the Aurora Subdivision
- D. Engineers in this service may operate trains through Savanna, on a continuous operation without penalty and without release, as described below:
- a. Up to and including MP 117.9 (Hazlehurst) on the Aurora Subdivision
- E. Engineers in this service may operate trains through Galesburg, on a continuous operation without penalty and without release, as described below:
- a. Up to and including 35 miles outside of the Galesburg terminal
- F. Engineers in this service may operate trains through Cicero, on a continuous operation without penalty and without release, as described below:
- a. Up to and including 35 miles outside of the Cicero terminal
- G. This pool will operate under CB&Q Schedule Rules.
- H. 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 will be called first-in, first-out at each terminal provided that the first-out engineer has had full rest under the Hours of Service Act. Should there be no engineers who are fully rested, 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 the home and away-from-home terminal based upon their tie-up times.

- C. Engineers may be deadheaded in the most efficient and safe manner, as determined by BNSF, and may include deadheading via van or train. When two pool engineers are to be called for the same train (one to work and one to deadhead) if one of the engineers is not rested and the other one is rested, the rested engineers will work the train and the unrested engineers will deadhead. Otherwise, applicable CB&Q BLET rules apply.
- D. Pool engineers called in this service 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):
  - a. When an engineer is required to report for duty or is relieved from duty at a point other than the on and off duty locations established for this service, BNSF will authorize and provide suitable transportation and lodging.
- E. 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).
- F. Tie up at Savanna will be completed at either the Savanna depot or at the lodging facility in Savanna.
  - a. If there is no computer at the lodging facility, the crew must tie up at the Savanna depot.

### **3. Hours of Service Relief**

- 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 into, out of, and through the designated terminal without release, without penalty, and without new day payments for the working pool crew:

NOTE: This does not eliminate or modify any “not called” claim from a pool or extra employee who should have been used when an on-duty pool crew performing hours of service/shuttle service is used in violation of the short turnaround restrictions contained in Rule 32(b) of the CB&Q Engineer’s Schedule or the 2005 Letter of Understanding regarding short turnaround service.

- a. Crews used to perform turnaround service will be paid a one-way La Crosse – Northtown trip rate with overtime commencing after eight (8) hours (regardless of miles run).
- B. 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.
- C. 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 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 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 this pool lay 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.

- 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. When engineers assume permanent vacancies in this pool (in accordance with existing CBAs), the pool turn will be placed at the bottom of the home terminal board.
- D. 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. Pool Regulation**

Unless otherwise agreed to, this pool will be regulated with a high end of 22 starts per month to those assigned to the pool. Pool adjustment dates will be governed by existing agreements:

- a. A flip trip will be considered as one (1) start for purposes of regulation.

**7. Compensation**

A. Engineers headquartered at La Crosse will be allowed the following trip rates which will remain subject to future GWIs and COLAs:

<u>Destination</u>	<u>Trip Rate</u>
Northtown	La Crosse – Northtown trip rate
Savanna	La Crosse – Savanna trip rate
Cicero	La Crosse – Cicero trip rate
Galesburg	La Crosse – Galesburg trip rate

- B. Engineers headquartered at Cicero will be allowed the Cicero – La Crosse trip rate which will remain subject to future GWIs and COLAs.
- C. Engineers headquartered at Galesburg will be allowed the Galesburg – La Crosse trip rate which will remain subject to future GWIs and COLAs.

NOTE: The trip rates have been modified to reflect the proper ID overmile rate.

D. When engineers are utilized to operate through La Crosse and/or Savanna pursuant to Sections 1(C) and 1(D), they will be compensated for all actual rail miles traversed (in both directions), at the applicable daily rate, from their departure at the applicable general switching limits. This payment will be made in addition to the trip rate, with overtime extended:

- a. Engineers must use CA Code MS to claim this allowance.

## **8. 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.

## **9. Lodging and AFHT Meals**

- A. Suitable lodging and transportation to a lodging facility (as defined by applicable agreement) shall be provided for engineers tied up at their away-from-home terminal.
- B. BNSF is not required to furnish lockers in this pool.
- C. 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.

## **10. 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).

**11. 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. The January 8, 2016 LAX-SAV Agreement is considered superseded in its entirety. The December 18, 1980 LAX-CIC Agreement is considered superseded in its entirety. The May 1, 1981 LAX-GAL Agreement is considered superseded in its entirety

This Agreement shall take effect on \_\_\_\_\_, 2018, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway:

For BLET:

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Milton H. Siegele, Jr.  
AVP, Labor Relations

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E.G. LaPrath  
General Chairman

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Andrea Smith  
General Director, Labor Relations

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Tommy Bossaller  
Manager, Labor Relations

## **Side Letter #1 – Implementation**

BNSF will provide BLET with at least 5-days' notice prior to implementation of this new pool. The following will apply when this new pool is implemented:

1. Unless the Parties agree differently, the engineers in the existing pools at La Crosse will be moved to this new pool. If an engineer wants to exercise seniority to a different position, the engineer will be obligated to contact the Crew Manager and request a bump. He/she may exercise seniority thereafter consistent with existing agreement(s):
  - a. Any remaining vacancies will be filled by advertisement or standing bid.
2. To facilitate a smooth, efficient start-up process, engineers who bid to or are forced to a newly created ID operation will be held to the pool for a reasonable period of time.