PUBLIC LAW BOARD 7712

PARTIES BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN
TO
DISPUTE BNSF RAILWAY COMPANY

AWARD NO. 1
CASE NO. 1

STATEMENT OF CLAIM: 1) Is the Carrier's Notice dated August 1, 2013 notifying the Brotherhood of Locomotive Engineers and Trainmen of its desire to establish interdivisional district service between Temple, TX and Beaumont, TX proper under Article IX of the May 19, 1986 BLE National Agreement?

2) If the answer to the above question 1 is "yes", what conditions should apply to crew operating in this interdivisional service?

FINDINGS AND OPINION: This Board finds the parties herein are the Carrier and Employee, respectively, within the meaning of the Railway Labor Act, as amended: this Board has jurisdiction over this dispute; and the parties were given due notice of the hearing.

On August 1, 2013, Carrier served notice to implement interdivisional service between the points outlined above. Following this notice, the parties met to discuss the terms and conditions under which the interdivisional services would be implemented. The parties proposed agreements were presented to the BLET membership for ratification; however, the membership did not ratify the agreements. The Organization contends that the agreements before this Board are neither reasonable nor practicable as required by the 1986 BLE National Agreement. Conversely, Carrier contends that the proposed agreements not only meet the conditions set forth in the 1986 BLE National Agreement, but exceed those conditions.

This Board is not the first to consider whether or not a proposed agreement to implement interdivisional service meets the requirements stipulated by the 1986 BLE National Agreement. Review of Article IX reveals five provisions, which when incorporated into an agreement satisfy the reasonable and practical conditions stipulated by the Agreement. The agreement further provides the parties the liberty to agree to amend the five stipulated conditions or include additional conditions for the implementation. Each of the agreements before this Board contain the five conditions outlined in Article IX, as well as additional conditions whose inclusion is not required by Article IX, but have been agreed upon by the parties.

AWARD: Questions number 1 is answered in the affirmative. As for Question number 2, the Board finds that the attached agreement should apply since it meets and exceeds the conditions set forth in Article IX of the May 19, 1986 BLE National Agreement.

David N. Ray
David N. Ray, Chairman

Jason Ringstad, Carrier Member

Alan Holdcraft, Employee Member

Signed at Estero, Florida on October 20, 2014.

DRAFT
MEMORANDUM OF AGREEMENT
Between
BNSF RAILWAY COMPANY
And The
Brotherhood of Locomotive Engineer and Trainmen

Pursuant to Carrier's Notice dated August 1, 2013, ID service (as that term is used in Article IX of Arbitration Board 458 (the 1986 National Agreement) involving the terminals of Temple, TX and Silsbee, TX may be established as provided herein.

1. A pool of engineers will be established and maintained to handle traffic between Temple – Silsbee (consolidated terminal). This ID district pool will protect freight service, in both directions, within this territory.

2. Engineers working in this service will have a fixed point for going on and off duty. The point for going on duty will be the same point for going off duty. This fixed point may be changed by BNSF by giving ten days written notice to the BLET Local Chairman.

   2.1 For the purpose of this agreement, Temple, TX is the home terminal and Silsbee, TX (consolidated terminal) is the away-from-home terminal.

   2.2 If traffic volume does not support an unassigned service pool, the guaranteed extra board shall cover this service and, during that period, the term "pool" as used in this agreement shall apply to the guaranteed extra board.

   2.3 The pool shall operate on a "first-in/first-out" basis at both the home and away-from-home terminals.

   2.3.1 Engineers who are run around en route will be entitled to restoration of turn in accordance with existing schedule rules.

   2.4 Trip rates will be established to address the following routes:

   2.4.1 Temple – Silsbee (consolidated terminal)
   2.4.2 If the crew operates past MP 20 they will be due a minimum of 10 miles or actual rail miles ran whichever greater.

3. Employees in this service who lay-off, or who are for any reason unavailable to perform service, shall take their turn with them for the duration of the unavailability period. Upon marking up, the employee shall go last out on the home terminal board:

3.1 Extra service (e.g., build up turns) at the home terminal shall be filled from the Temple extra board.

4. Except in cases of emergency, employees in this service shall lay-off and report for service at the home terminal only.

4.1 Temporary vacancies at the away-from- home terminal shall not be filled. The vacancy shall attach to the turn immediately ahead thereof and assume normal rotation at Temple.

5. Employees in this service shall receive a Code 09 meal if on duty eight (8) hours or less, or a Code 72 meal if on duty in excess of eight (8) hours, for each service trip, or combined service trip.

6. Employees shall be allowed a meal allowance, at the rate provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.

7. All miles run in excess of the miles encompassed in the basic day shall be paid for at the current conductor-only overmile rate. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

8. Suitable transportation: When an engineer is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service, BNSF shall authorize and provide suitable transportation for the employee.

9. Hours of Service relief: When Hours of Service relief is to be performed:

9.1 Southbound trains between Temple to and including Somerville, by the first out engineer in this service at Temple. Or, from and including Davidson to Silsbee (consolidated terminal), in accordance with Letter of Understanding of May 31, 2007.

9.2 Northbound trains between Silsbee (consolidated terminal) to and including Somerville, by the first out engineer in this service at Silsbee. Or, from and including Dobbin to Temple, in accordance with Letter of Understanding of May 31, 2007.

9.3 The parties recognize that BNSF may continue to use the short pool(s) to handle trains between Temple and the Silsbee consolidated terminal.

10. Trading trains: Interdivisional crews will not be required to trade trains in opposite directions.

11. Held away from home terminal pay: Crews in interdivisional pool freight service held at their away-from-home terminal will be paid continuous time for all time

held after expiration of sixteen hours from the time relieved from previous duty exclusive of any time resulting from any member of the crew calling for rest, at the rate paid for last service, until called for service or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service.

12. Wait time: When a crew is tied up under the Hours of Service Law en route to the final terminal, the time waiting for transportation that exceeds one hour will be paid on a minute basis.

    12.1 Wait time is measured from the time the engineer expired under the Hours of Service Law until the arrival of transportation to the final terminal, less the one hour grace period.

13. Every employee adversely affected either directly or indirectly as a result of the implementation of this Agreement shall receive the protection afforded by Sections 6, 7, 8, 9, 10 and 11 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement, Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 6 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

14. Except as modified by this Agreement, all other Agreement provisions, understandings and practices between Temple and Beaumont remain unchanged.

Signed at Ft. Worth, TX on_____, 2013 and effective_____, 2013.

FOR BNSF RAILWAY CO.:

_____
Milton H. Siegele
Assistant Vice President
Labor Relations

_____
Jason Ringstad
General Director
Labor Relations

_____
Rachel Taylor
Director
Labor Relations

FOR THE BLET:

_____
Alan Holdcraft
General Chairman

Side Letter #1

This letter will confirm our understanding reached in connection with the relocation benefits that will be applicable in connection with this agreement.

Relocation benefits applicable to employees shall be as follows:

1. The relocation benefits as identified in Article VII of the 1971 National Agreement.

2. In lieu of the benefits provided above, a $12,000 allowance payable in three payments of $4,000 payable at 12 months, 24 months and 36 months after the employee makes this election; provided, however, that the employee must, seniority permitting, hold a turn in this pool. In the event the employee fails to exercise seniority and hold the pool when seniority would permit, that employee shall forfeit any unpaid payments provided under this Section. Further, the calculation of packages as discussed below shall not be increased should an employee fail to fulfill the obligations contained herein.

    a. Additionally, employees selecting this option will be reimbursed for usual and customary closing costs for the sale of the employee's existing home and the purchase of the new home. BNSF will also pay for the move of household goods.

3. The total number of packages available pursuant to the terms of this letter shall be limited to the extent that the total number granted shall not exceed the highest number of Silsbee/Beaumont allocated turns in this pool.

4. The Carrier will compensate the employee up to three basic days for the purpose of house hunting.

    4.1. If the employee uses personal time to house hunt the Carrier will compensate the employee three basic days.

5. Engineers awarded a relocation package to Temple may not be displaced by another Beaumont engineer for three years (measured from the date of the relocation) unless that engineer cannot hold any position to which he is entitled (otherwise furloughed).

6. Engineers awarded a relocation package to Temple and later displaced from the Temple-Silsbee pool due to normal business fluctuations and/or mileage regulation cannot be force assigned back to the Beaumont seniority district for a period of three years, calculated from the time they accept the relocation package. This does not preclude an engineer from voluntarily bidding to an engineer's position on the Beaumont seniority district if he is unable to hold a position in the

Temple pool. However, he/she must exercise seniority back to the pool when the position becomes available.

7. For a period of five (5) years following the date of this agreement, if BNSF abandons the operation of this pool and an engineer who has accepted a relocation package makes a bona fide move back to the Beaumont seniority district, the engineer will be entitled to the remainder of his relocation incentive, if any, as well as moving costs for personal belongings back to Silsbee/Beaumont.

8. The Carrier has agreed to a one time offer for reverse lodging for Silsbee (consolidated terminal) engineers which have successfully bid to the newly formed pool. The employees will be allowed reverse lodging beginning on October 2, 2013 through January 2, 2014.

Please indicate your acceptance of this understanding by affixing your signature in the space provided below.

Sincerely,

_____
General Director

Accepted:

_____
General Chairman

Side Letter #2

This letter will confirm our understanding reached in connection with equity allocation that will be applicable in connection with this agreement.

1. Beaumont Engineers shall recover their "equity" by accepting assignments in this pool at Temple. Beaumont will be entitled to 70% of the jobs and Temple will be entitled to 30% of the jobs. The General Chairman and the Labor Relations General Director will discuss the number of turns to be allocated to Silsbee/Beaumont and Temple.

2. Positions will be allocated in the following order:

Silsbee/Beaumont	Turn 1
Temple	Turn 2
Silsbee/Beaumont	Turn 3
Silsbee/Beaumont	Turn 4
Temple	Turn 5
Silsbee/Beaumont	Turn 6
Silsbee/Beaumont	Turn 7
Silsbee/Beaumont	Turn 8
Temple	Turn 9
Silsbee/Beaumont	Turn 10

3. In connection with the above, if a Beaumont allocated position in this pool goes no-bid, then the Temple engineers may bid for and be awarded such positions. In addition, if a Beaumont allocated position goes no-bid by both Beaumont and Temple engineers, the position will be force assigned from the Temple seniority roster in accordance with existing agreements.

4. If a Temple allocated position in this pool goes no-bid, then the Beaumont engineers may bid for and be awarded such positions. It is understood that this will not serve to increase the number of relocation packages and a Beaumont engineer working a Temple allocated position will not be entitled to any of the relocation benefits outlined in Side Letter #1 of this Agreement.

Please indicate your acceptance of this understanding by affixing your signature in the space provided below.

Sincerely,

_____
General Director

Accepted:

_____
General Chairman