BEFORE PUBLIC LAW BOARD NO. 7648
PARTY PAY

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN
and
BNSF RAILWAY COMPANY

Case No. 1

QUESTION AT ISSUE:

Shall the Carrier's proposal to change existing general switching limits at Kansas City, Kansas, following the Carrier's notice of April 29, 2013, be granted?

FINDINGS:

This Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated August 1, 2013, this Board has jurisdiction over the dispute involved herein, and that the parties were given due notice of the hearing held.

Pursuant to Article II of the May 13, 1971, BLE National Agreement, the Carrier served notice on April 29, 2013, of its intent to extend the switching limits at Kansas City, Kansas, westward on the Emporia Subdivision from MP 9.0 to MP 40.0. The Carrier explained that the extension of the switching limits was necessary to expedite the delivery of through freight trains to/from the new intermodal facility and industrial park at Edgerton, and for power moves between Edgerton and Kansas City.

There are many arbitration decisions that address the extension of switching limits. Many of these Awards, authored by highly respected and experienced neutrals (Seidenberg, Quinn, Dolnick, Zumas, Van Wart, Leiberman, Hanlon, Brown, Sickles,

and O'Brien) found it sufficient for the Carrier to establish that the change would result in more efficient and adequate switching service. Therefore, as long as the change in switching limits will result in more efficient and adequate switching service, the BLE National Agreement has been satisfied. This Board finds that the Carrier has established with sufficient evidence that the proposed change in switching limits will result in more efficient and more adequate switching.

It is the Board's conclusion, therefore, that the tentative agreement reached by the parties, which failed ratification, shall be adopted. That Agreement is incorporated herein by reference.

AWARD:

The question at issue is answered in the affirmative. The Carrier's proposal to change the existing general switching limits at Kansas City, Kansas, following the Carrier's notice of April 29, 2013, shall be granted. A copy of that proposal is attached to this Award.

PETER R. MEYERS
Chairman and
Neutral Member

JASON RINGSTAD
CARRIER MEMBER

DATED: August 30, 2013

ALAN HOLDCRAFT
EMPLOYEE MEMBER

DATED: Aug 30, 2013

Final

MEMORANDUM OF AGREEMENT

Between The

BNSF RAILWAY COMPANY

And The

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

1. Pursuant to BNSF's notice dated April 29, 2013 the switching limits at Kansas City, KS are extended westward on the Emporia Subdivision to and including Milepost 40.0.

2. The former ATSF E/W Lines Agreement shall govern yard engineer assignments within the expanded limits, as modified by subsequent agreements.

3. Engineers will have a fixed point for going on and off duty within the Kansas City Consolidated Yards. The Carrier may change the fixed point by giving a ten (10) day notice to the Local Chairmen:

   a. When engineers are required to report for duty or are relieved from duty at a point other than the fixed on and off duty point, the Carrier shall authorize and provide transportation.

   b. Suitable transportation includes Carrier owned or provided passenger-carrying motor vehicles or taxi.

4. The utilization of engineers to perform Hours of Service Relief and applicable service to customers in road territory will continue to be measured from the limits set forth in Article 1 of Implementing Agreement No. 4 (dated February 19, 1996).

   Exception: Yard engineers may perform Hours of Service relief and applicable service to customers within the entire expanded GSL established herein on the Emporia Subdivision.

5. The extension of switching limits will not serve to modify trip rates that apply to pools operating into/out of Kansas City.

6. Road crews may be required to receive or deliver their train at any location within the expanded terminal:

   a. In the event a road engineer (other than a KC west crew) is required to deliver/receive their train at LPKC, these road crews will be compensated

BLET Exhibit 9
Page 1 of 3

the applicable trip rate plus and an additional forty-seven (47) miles (32 rail miles + 15 additional miles).

Example: Should a Fort Madison, Lincoln, Fort Scott, Galesburg, etc. engineer be required to deliver their train to the LPKC facility, they would be compensated the applicable trip rate plus and an additional forty-seven (47) miles (32 rail miles + 15 additional miles).

b. In the event a road engineer (other than a KC west crew) is required to operate a train in both directions between Argentine and LPKC, they will be compensated 64 miles in addition to their trip rate.

c. In the event a road engineer (other than a KC west crew) is required to deliver/receive their train outside the current GSL on the Emporia Subdivision (MP 9.0) but short of LPKC, these road crews will be compensated the one-way rail miles, with a minimum of five (5) rail miles, measured from MP 9.0 to the location where the train was delivered/received in addition to their trip rate.

This understanding, except as specifically stated herein, will not serve to modify, amend, nor otherwise supersede any applicable schedule rule or agreement and will become effective on _____, 2013, and will remain in effect subject to cancellation under the provisions of the Railway Labor Act. superseding any provisions of previous agreements to the contrary.

For the BNSF Railway Company:

M.H. Siegele, Jr.
AVP, Labor Relations

J.K. Ringstad
General Director, Labor Relations

For the Brotherhood of Locomotive Engineers and Trainmen:

Alan Holdcraft
General Chairman

BLET Exhibit 9
Page 2 of 3

Q. Under Section 6 (a) would an eastbound crew working from Wellington to Kansas City or Arkansas City to Kansas City that delivers their train at LPKC and continues to their tie-up point at Kansas City receive any additional miles for this work.

A. No. These crews would be working the same mileage that is already included in their trip rate and would receive no additional mileage.

For the BNSF Railway Company:

M.H. Siegele, Jr.
AVP, Labor Relations

J.K. Ringstad
General Director, Labor Relations

For the Brotherhood of Locomotive Engineers and Trainmen:

A.N. Holdcraft
General Chairman

BLET Exhibit 9
Page 3 of 3