

## MEMORANDUM OF AGREEMENT

Between The

**BNSF RAILWAY COMPANY**

And The

**BROTHERHOOD OF LOCOMOTIVE ENGINEER AND TRAINMEN**

In recognition of the mutual benefits of expediting the movement of traffic between Slaton, TX and Amarillo, Sweetwater, and Clovis; the following provisions are agreed to concerning the operation of through freight assignments headquartered at Slaton. This pool may be established as provided herein:

### 1. Establishment of New Service

- A. An unassigned service freight pool, governed by existing agreement provisions, may be established at Slaton to operate between Slaton and Amarillo; Slaton and Clovis; and Slaton and Sweetwater:
  - i. The home terminal for the pool shall be Slaton, TX. The away-from-home terminals for this pool shall be Amarillo, Clovis and Sweetwater. The miles for each route are:

Slaton – Amarillo:	136 miles
Slaton – Clovis:	130 miles
Slaton – Sweetwater:	130 miles
- B. Engineers in this pool may be routed Slaton – Amarillo – Clovis – Slaton (or any variation), in either direction; but may not run through the home terminal of Slaton:
  - i. Engineers may handle traffic to/from the Southwestern Public Service Plant at Tolk, TX. The line miles Amarillo – Tolk – Slaton (including delivery of the train to the plant) is 200 miles. If the Engineer is required to participate in the unloading of the train at the Plant the line miles shall be 209.
  - ii. Engineers tied up for rest at Amarillo or Clovis may be deadheaded, from one terminal to the other, for a train back to Slaton:
    - a. When this occurs the engineer will not be tied up for rest more than once at an away-from-home terminal:
    - b. This does not modify existing rules regarding pool crews providing hours of service relief.

- c. When this occurs, the engineer will claim 100 miles using CA code MS (or the code designated by Comp Systems).
- D. Equity will be handled in accordance with Side Letter #2 of this Agreement.
- E. BNSF, with the concurrence of BLET, may 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. The pool shall operate on a "first-in/first-out" basis at both the home and away-from-home terminals:
- B. Engineers working under the terms of this agreement will be positioned at the home terminal based on tie-up time. If an engineer is runaround by another engineer, the engineer's turn will be restored to its proper position upon tie-up at the home terminal if the engineer calls the crew office and requests such restoration.

NOTE: The employees will be obligated to manually contact the crew office, as outlined above, until BNSF programs a more expeditious method for turn restoration under this provision. Further, this restoration provision is not intended to create a basis for a claim for employees.

- C. Engineers will be positioned at the away-from-home terminal based upon home-on-duty times.
- D. 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. Engineers in this pool will not be turned back to the initial terminal except in cases of emergency (Emergency defined as; conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains). If the engineer is returned to the initial terminal for these reasons, they shall be paid a one-way trip of the route called for with overtime commencing after 8 hours. If the miles traversed are greater than that included in the one-way trip rate, the engineer will be paid any additional miles using CA Code MS over and above the trip rate with no extension of the overtime threshold.
  - i. The one way trip rate miles of this pool are:

Slaton – Amarillo:	136.7
Slaton – Clovis:	130.0
Slaton – Sweetwater:	130.0

ii. If an engineer is turned en route back to the home terminal, the engineer will establish a new position in the pool based on tie-up time.

- F. Engineers will not be required to trade trains in the opposite direction. If required to trade trains in the same direction, with any train traversing this route, a payment of one hour at the basic day rate will be made. Only one payment will be made per tour of duty.
- G. When an engineer is required to report for duty or is finally relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, BNSF shall authorize and provide suitable transportation for the employee. Suitable transportation includes BNSF owned or provided passenger carrying motor vehicles or taxi or airline, but excludes other forms of public transportation.

**3. Hours of Service Relief**

- A. The Slaton extra board will provide HOS relief to those trains which are destined to Slaton.
- B. If the train is being operated by a Slaton through freight pool engineer to one of the distant terminals (i.e., Amarillo, Clovis or Sweetwater), the Slaton through freight pool will be used to provide HOS relief.

**4. Vacancies and Lay Offs**

- A. Employees in this service who lay-off, or who are for any reason unavailable to perform service, other than unavailability due to RSIA, 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:
  - i. For employees who are unavailable due to RSIA, their turn will continue to rotate in turn, up to the first out position, and will then be held for the employee's return.
- B. Extra service (e.g., build up turns) at the home terminal shall be filled from the Slaton Engineers' Extra Board.
- C. Engineers in this pool will not be allowed to lay off at the away-from-home terminal, except in case of emergency such as illness or injury. Engineers laying off under such emergency circumstances will be permitted to ride a

train to the home terminal provided they notify the dispatcher and Supervisor of which train they desire to ride in advance of that train's departure.

- i. Temporary vacancies at the away-from-home terminal shall not be filled. The vacant turn shall be returned to the home terminal and assume normal rotation at Slaton.

**5. 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 of the trip for which 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 the away-from-home terminal, either before or after time of going on duty, they 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.

**6. Pool Regulation**

- A. The pool will be regulated by using existing agreement provisions. However, if BNSF finds that employees in this pool are unable perform the number of miles in the regulation range, 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, with mutual cooperation by both parties to arrive at a more reasonable regulation range, based on the actual starts worked by the employees assigned to this pool, within 30 days from the date the written notice is sent.

**7. Compensation**

- A. Trip rates will be developed for each of the routes described in Paragraph 1(B) in accordance with Article V, Part B, Section 7 of the 2003 National Agreement.

- B. All miles run in excess of the miles encompassed in the basic day shall be paid for at the current conductor-only overmile rate. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
- C. Wait Time: When an engineer is tied up under the Hours of Service Law en route to the final terminal, the time waiting for transportation will be paid on a minute basis:
  - i. Wait time is measured from the time the engineer expired under the Hours of Service Law until the departure of transportation (at the location where the engineer expired) to the final terminal.
  - ii. At no time will wait time and overtime be paid concurrently. When the engineer meets the qualifications for both payments, only overtime will be due.
- D. Engineers in this service held at the away-from-home terminal will be paid continuous time for all time held after expiration of sixteen hours, from the time relieved from the previous duty, at the rate paid for last service; until called for service or deadhead. Held time shall cease at the time pay begins for such service.

**8. Meal Period**

- A. In order to expedite the movement of interdivisional runs, engineers 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 engineers on longer runs, the carrier shall determine the conditions under which such engineers may stop to eat. When engineers on such runs are not permitted to stop to eat, engineer members shall be paid an allowance of \$1.50 for the trip. This allowance is already included in the trip rate.

**9. Lodging and Away-From-Home Terminal Meals**

- A. Suitable lodging shall be provided for engineers tied up at the away-from-home terminal.
- B. Engineers who are performing this interdivisional service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, as amended.

10. **Protection**

A. Any engineer adversely affected as a result of the application of this agreement shall receive the protection afforded under Article IX, Section 7 of the 1986 BLET National Agreement (Arbitration Award No. 458).

11. **Non-Referable Clause**

A. The provisions contained in this agreement are agreed to on a strictly non-referable basis and will only be applicable to the Slaton – Sweetwater/Amarillo/Clovis pool. It is understood that this agreement will not establish a precedent applicable to future assignments of this nature.

12. **Savings Clause**

A. Except as specifically modified herein, all other Agreements and understandings remain in effect.


Signed at Fort Worth, TX on August 1, 2018 and effective August 1, 2018.

FOR THE BNSF RAILWAY CO.:

  
Milton H. Siegele, Jr.  
AVP Labor Relations  
*mbc*

FOR THE BLET:

  
Alan Holdcraft  
General Chairman

  
Melissa Beasley Coke  
General Director Workforce Ops Changes

## Side Letter #1 – Foot of the Board

1. An employee assigned to the Slaton multi-direction pool at Slaton may, at any time before reaching a set number of times out, request to move his turn to the foot of the board (FOB). Upon receipt of the request, crew management shall immediately move that turn to the bottom of that board:
  - a. The set number of times out described in this section will be based on the average number of turns called in a six-hour window, but will not be less than four (4) times out.
  - b. In variable calling pools (e.g., planner activated pools), the employee is required to request FOB prior to being activated.
2. An employee may make a request to mark his turn FOB only once during a layover at his home terminal (e.g., between pool freight starts).
3. Pools covered by this Agreement shall be regulated in accordance with existing agreements.
4. This FOB option is only available in turn removal pools.

## Side Letter #2 – Equity

In order to address the equitable distribution of work in this pool, the parties have agreed to the following understanding:

1. It is understood that the track between Slaton and Sweetwater, Slaton and Clovis and between Slaton and Amarillo (via the Plainview Subdivision) are a part of the Slaton seniority district. Likewise, the track between Amarillo and Clovis (via the Hereford subdivision) is a part of the Amarillo seniority district.
2. It is also understood that the track between Lubbock Jct. (MP 570.8) and Amarillo on the Hereford subdivision is jointly used by of both Slaton and Amarillo engineers.
3. Each time a coal train is operated between Amarillo and the Southwestern Public Service Plant at Tolk, TX , in either direction, 93.4 miles shall be credited to the Amarillo seniority district.
4. Each time a train is diverted from the Plainview subdivision and is operated via the Hereford subdivision, 75.9 miles (the distance between CP 6468 and Lubbock Jct.) shall be credited to the Amarillo seniority district.
5. This pool shall be manned by the engineers from the respective seniority districts in proportion, as near as practicable, to the train miles operated on the respective seniority districts. Such count of train miles shall be compiled for a period of not less than six (6) months. Such test period shall be established at a time agreed upon, sufficiently prior to the effective date of implementation to give a fair and equitable representation of normal business handled by engineers on each seniority district.
6. In accordance with the above, BNSF will provide BLET with the agreed upon test period data and BLET will provide an Order of Selection List (OSL) that will govern the distribution of work in this pool.
7. If no Amarillo engineer bids on an Amarillo allocated position in this pool, the position may be filled by a Slaton engineer.
8. This will not prevent an Amarillo engineer from displacing to an Amarillo allocated turn at any time.
9. If there are no bidders for a position in this pool, the position will be force assigned to a Slaton seniority district engineer in accordance with existing rules.



10. The parties agree to meet at least every six (6) months to review the distribution of work and determine whether the equity should be adjusted. Furthermore, this section shall not serve to prevent any representative from requesting more frequent meetings.

### Side Letter #3 – Relocation

This letter will confirm our understanding reached in connection with the relocation benefits that may be applicable in connection with this agreement. Relocation benefits applicable to employees shall be as follows:

1. The relocation benefits as identified in Article VIII 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 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 Amarillo allocated turns in the pool.
  - a. Additional packages will be made available if and when business levels increase and additional Amarillo allocated slots are sustained for 90 days.
4. The Carrier will compensate the employee up to three basic days for the purpose of house hunting:
  - a. 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 Slaton may not be displaced by another engineer for three years (measured from the effective date of this agreement) unless that engineer cannot hold any position to which he is entitled (otherwise furloughed).
6. Engineers awarded a relocation package to Slaton and later displaced from the Slaton pool due to normal business fluctuations and/or mileage regulation cannot be force assigned back to the Amarillo 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 Amarillo seniority district if he is unable to hold a position in the Slaton pool. However, he/she must exercise seniority back to the pool when the position becomes available.

7. For a period of three (3) years following the date of this agreement, if BNSF completely abandons the operation of this pool and there is no work remaining at Slaton for the Amarillo engineer, an engineer who has accepted a relocation package makes a bona fide move back to the Amarillo 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 Amarillo.
8. The Carrier has agreed to a one time offer for reverse lodging for Amarillo engineers which have successfully bid to the newly formed pool. The employees will be allowed reverse lodging beginning for a thirty (30) day period measured from the effective date of this agreement.