

**MEMORANDUM OF AGREEMENT**  
**between**  
**BNSF RAILWAY COMPANY**  
**and**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**

Pursuant to the Carrier's notice dated October 2, 2015 to extend the present switching limits at Slaton, TX, in accordance with Article II of the May 13, 1971 BLE National Agreement, the parties agree to the following conditions:

**Former Limits:**

<u>Direction</u>	<u>Former District</u>	<u>Current Subdivision</u>	<u>GSL MP</u>
North	Fourth	Slaton	687.73
South	Fifth	Slaton	692.33
Other	Lamesa	-	2.0

**New Limits:**

<u>Direction</u>	<u>Former District</u>	<u>Current Subdivision</u>	<u>GSL MP</u>
Northwest	Fourth	Slaton	58.0
Northeast	Plainview	Plainview	670.83
South	Fourth	Slaton	700.0
Other	Lamesa	-	2.0

1. Engineers working in this service will have a fixed point for going on and off duty. The Carrier may change the fixed point by giving a ten (10) day written notice to the Local Chairman:
  - 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 for the service established hereunder, the Carrier shall authorize and provide transportation for the engineer.
  
2. Road crews may be required to receive or deliver their train at any location within the expanded terminal:
  - a. If by operation of this provision a road crew is obligated to traverse additional miles, such additional actual miles traveled shall be added to the miles of the assignment, including those miles traveled upon return to the designated off-duty location:
    - i. Crews will be required to document the actual miles operated. If a crew traverses mileage greater than what is already included in the trip rate (identified below), the crew will claim the additional miles under CA Code MS:
      - 1) Slaton – Sweetwater: 130 trip rate miles.

- 2) Slaton – Sweetwater flip: 240 flip trip rate miles (32 overmiles (\$63.1296) will be added to the 208 mile flip trip rate).
    - 3) Slaton – Clovis: 130 trip rate miles.
    - 4) Slaton – Clovis flip: 228 trip rate miles.
    - 5) Slaton – Amarillo: 136 trip rate miles.
  - b. On or after January 1, 2017, at BNSF’s discretion, the parties agree to modify the trip rates to reflect the change in run distances:
    - i. The parties agree to use calendar year 2016 as a test period.
    - ii. Once updated, the additional pay as described in paragraph 2.a. is no longer applicable.
    - iii. The parties agree that this extension of switching limits will not cause an existing trip rate to be reduced.
3. Extra engineers called from the extra board (at Lubbock) to fill yard vacancies at Slaton shall be paid a “report” allowance if required to show for service at Slaton at the start time of the assignment. This allowance shall be payable to both pre and post-85 engineers and shall be subject to all future COLA and general wage increases:
  - a. Extra engineers called to protect vacancies at Slaton, \$29.49 each way.
4. Employees with a residential address that is east of Slaton (identified in Attachment A to this Agreement) will qualify for mileage reimbursement:
  - a. These employees will qualify for mileage reimbursement for 16 miles each direction they are required to drive.
  - b. This payment will remain in effect until January 1, 2019.
5. The utilization of yard crews to perform Hours of Service Relief and Service to customers in road territory will be measured from the new switching limits:
  - a. Article VIII, Section 2 (i)(ii) and the note in Arbitration Award 458 (otherwise known as the 1986 National Agreement) addresses yard crews performing hours of service relief on trains outside of switching limits. The additional pay outlined in those paragraphs (actual time with a minimum of one hour) is payable to pre and post 1985 employees assigned to yard service in the expanded Slaton switching limits.
6. The territorial limits for “hybrid” service as described in Article 2. B.4. of the 2007 BLET MOA are unaltered by this agreement. The switching limits at Lubbock and expanded limits at Slaton will define the geographic limits for hybrid service at Lubbock/Slaton as follows:
  - a. Fourth District, Slaton Subdivision, MP 66.11.
  - b. Plainview District, Plainview Subdivision, MP 670.83.


- c. Fourth District, Slaton Subdivision, MP 700.00.
- d. Lamesa District, MP 2.0.

7. Except as specifically modified herein, all other agreements and understandings remain in effect.

Signed on February 29, 201~~6~~<sup>6</sup> and effective February 29, 201~~6~~<sup>6</sup>.


BNSF Railway Company:

Brotherhood of Locomotive  
Engineers and Trainmen:

  
Milton H. Siegle, Jr.  
AVM Labor Relations

  
J. Allen Holdcraft  
General Chairman

  
Jason Ringstad  
General Director

  
Jeffrey Street  
Assistant Manager


**Side Letter #1: Air pay**

1. Yard engineers may be required to perform the initial terminal inspection for road crews. When the crew performs this work, the engineer shall be paid an additional allowance of \$30.87. This allowance shall be subject to all future general wage increases and COLA applications, and will be paid to both pre-and post- '85 employees without offset under the so-called Rate Progression (entry rates) provisions:
  - a. This payment to be made only once per tour of duty regardless of the number of trains inspected.

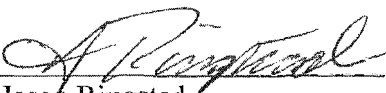
This Side Letter #1 will remain in effect until January 1, 2019. Thereafter, this side letter is subject to automatic cancellation, by either party, upon serving 10-days written notice to the other party. The parties commit to meet during the 10-day period in an effort to work through issues leading to the service of the cancellation notice.

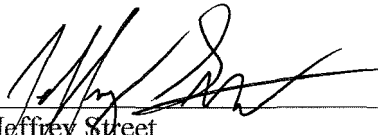
BNSF Railway Company:

Brotherhood of Locomotive Engineers and Trainmen:

  
Milton H. Siegele, Jr.  
AVP Labor Relations

  
J. Alan Holdcraft  
General Chairman

  
Jason Ringstad  
General Director

  
Jeffrey Street  
Assistant Manager


**Attachment A: Employees with a residential address that is east of Slaton who qualify for mileage reimbursement per paragraph 4:**

1. BW Phillips
2. DC Mitchell
3. SM Perkins
4. RV Boreing
5. JO Parker
6. JH Orr
7. LD Lee
8. JJ Funderburk
9. CS Deblanc
10. CM Griffith
11. GD Balch
12. RJ Carson
13. MB Simmons
14. CL Rogers
15. SA Rodriguez
16. ZC Ford
17. MJ Rodriguez


BNSF Railway Company:

  
Milton H. Siegele, Jr.  
AVP Labor Relations

  
Jason Ringstad  
General Director

  
Jeffrey Street  
Assistant Manager

Brotherhood of Locomotive Engineers and Trainmen:

  
J. Alan Holdcraft  
General Chairman