

PUBLIC LAW BOARD 7712

PARTIES BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS AND TRAINMEN
TO

AWARD NO. 2
CASE NO. 2

DISPUTE BNSF RAILWAY COMPANY

STATEMENT OF CLAIM: 1) Is the Carrier's Notice dated May 14, 2012 notifying the Brotherhood of Locomotive Engineers and Trainmen of its desire to establish interdivisional district service between San Antonio, TX and Eagle Pass, Temple and Smithville, 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?

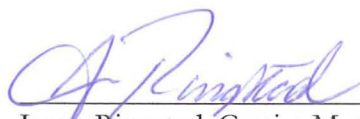
FINDINGS AND OPINION: This Board finds the parties herein are the Carrier and Employee, respectively, within the meaning of the Railway Labor Act, as amended: this Board has jurisdiction over this dispute; and the parties were given due notice of the hearing.

On May 14, 2012, 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, Chairman


Jason Ringstad, Carrier Member


Alan Holdcraft, Employee Member

Signed at Estero, Florida on October 20, 2014.

MEMORANDUM OF AGREEMENT

Between The

BNSF RAILWAY COMPANY

And The

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

In recognition of the mutual benefits of expediting the movement of traffic through and involving the terminals of San Antonio, TX; Eagle Pass, TX; Smithville, TX; and Temple, TX, service may be established as provided herein.

1. An unassigned service freight pool, governed by existing agreement provisions, may be established at San Antonio, TX to operate between San Antonio, TX and Eagle Pass, TX; San Antonio, TX and Temple, TX; and San Antonio, TX and Smithville, TX:
 - 1.1 The home terminal for all three runs shall be San Antonio, TX. Eagle Pass, TX, Temple, TX, and Smithville, TX shall be the away-from-home terminals.
 - 1.2 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.
 - 1.3 The pool shall operate on a "first-in/first-out" basis at both the home and away-from-home terminals:
 - 1.3.1 Engineers who are run around en route will be entitled to restoration of turn in accordance with existing schedule rules.
 - 1.4 Engineers in this service may be used beyond the away-from-home terminal switching limits of Smithville to get or deliver their train, on the Smithville subdivision, to and including the terminal limits of Sealy and the storage tracks, etc. in and around Sealy:
 - 1.4.1 When this occurs, the crew will be paid actual miles traversed, with a minimum of 25 miles, in addition to the trip rate.

2. Engineers in this service who lay-off, or who are for any other reason unavailable to perform service, shall take their turn with them for the duration of the unavailability period. Upon marking up, the engineer shall go last out on the home terminal board:
 - 2.1 Extra service (e.g., build up turns) at the home terminal shall be filled by the San Antonio extra board.
 - 2.2 If the San Antonio engineers' extra board is exhausted and there are no rested available engineers at San Antonio, the Temple engineers' extra board may be used.
3. Except in cases of emergency, engineers in this service shall lay-off and report for service at the home terminal only:
 - 3.1 Temporary vacancies at the away-from-home terminal shall not be filled. The vacant shall attach to the turn immediately ahead thereof and assume normal rotation at San Antonio.
4. Engineers assigned to this pool at San Antonio will receive a two hour call for service.
5. For Engineers ties up for rest at Smithville, the held away from home terminal (HAFHT) rule is modified to provide that, once started, pay will continue until the employee is on duty for service or deadhead:
 - 5.1 Currently, the HAFHT rule provides that an employee goes on pay for eight hours after being held at the away from home terminal for 16 hours, and this cycle is repeated as long as the employee is at the away from home terminal. The rule is now modified to provide that once the employee goes on HAFHT pay (after the 16 hour grace period), the employee will remain on pay until placed on duty.
6. Engineers who trade trains between terminals, with trains traveling in the same direction, will receive an additional one hour payment. This will not be considered a duplicate time payment.
7. To the extent practicable, discipline investigations will be held at the home terminal of the engineer involved, or at one of the home terminals of the employees involved (when multiple employees are involved from multiple home terminals).
8. Engineers in this service will qualify for a relocation benefit as follows:

- 8.1 A \$12,000 allowance payable in three payments of \$4,000 payable at 12 months, 24 months and 36 months after the employee is assigned to an engineer's position at San Antonio; provided, however, that the employee must, seniority permitting, remain on an engineer's position at San Antonio. In the event the employee fails to exercise seniority and hold an engineer's position at San Antonio 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.
- 8.2 A maximum of six relocation incentives will be offered.
- 8.3 To qualify, an engineer must meet the following conditions:
 - 8.3.1 The engineer will be required to show that a bona fide move took place.
 - 8.3.2 The engineer must have an address on record with BNSF (as of May 14, 2012) that is greater than 50 miles from the current on-duty location at San Antonio.
 - 8.3.3 Employees with a primary recall location of San Antonio do not qualify for this relocation benefit.
- 9. Engineers 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.
- 10. Engineers 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.
- 11. 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.

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

Signed at Fort Worth, TX on _____, 2014 and effective
_____, 2014.

FOR THE BNSF RAILWAY CO.:

FOR THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN:

Milton H. Siegle
AVP Labor Relations

Alan Holdcraft
General Chairman

Jason Ringstad
General Director Labor Relations

Side Letter 1

Re: Relocation Benefits

During our negotiations it was determined that the current on-duty location at UP Kirby Yard may be changed to a new on-duty location to be constructed at or near the new siding at Cadet. We agree that should that relocation place an existing engineer(s) at San Antonio outside of the fifty (50) mile radius, as contemplated in Section 8.3.2 of this agreement, the affected engineer(s) would be entitled to the relocation benefits described in Section 8 if the engineer(s) has fulfilled the other requirements outlined in that section. This will not serve to increase the number of relocation incentives being offered.

For example:

An engineer currently resides 35 miles north of the on-duty location at Kirby Yard. The new on-duty location is 55 miles from his residence. The engineer makes a bona fide move to a new residence located within a 50 mile radius of the new on-duty location. The engineer would be entitled to the benefits outlined in Section 8 of the agreement.

Side Letter 2

Re: Trip Rates

The parties agree that the existing Trip Rates between San Antonio - Temple and San Antonio – Eagle Pass will continue to apply to pool service on those runs. In addition, we agree to expeditiously establish a Trip Rate for San Antonio – Smithville based on Trip Rates for comparable runs/pools.