

MEMORANDUM OF AGREEMENT
Between
BNSF Railway
And The
Brotherhood of Locomotive Engineers and Trainmen

In recognition of the mutual benefits of expediting the movement of traffic between Grand Junction, CO, Denver, CO, Provo, UT and Salt Lake City, UT, the following provisions are agreed to concerning the operation of through freight assignments headquartered at Grand Junction, CO.

1) **Establishment of New Service**

- a) An unassigned freight pool, governed by existing agreements provisions, may be established at Grand Junction to operate between Grand Junction and Provo; and Grand Junction and Salt Lake City:
 - i) When operating between Grand Junction and Provo, Grand Junction is the home terminal and Provo is the AFHT:
 - (1) Provo will be established as the AFHT in the corridor between Grand Junction and Salt Lake City. It is contemplated that the Utah Railway will provide all necessary service in the territory between Provo and Salt Lake City. Additionally, it is understood that, when trains destined to Provo are relieved under the Hours of Service Law at or west of Rio and there are no rested and available crews at Provo, the company may use Utah Railway crews to dogcatch a BNSF train.
 - ii) When operating between Grand Junction and Salt Lake City, Grand Junction is the home terminal and Salt Lake City is the AFHT:
 - (1) Provo shall be eliminated as a terminal for crews operating over this route.
 - iii) Overlap:
 - (1) Engineers in this service may be used beyond the HT switching limits to get or deliver their train:
 - (a) When Grand Junction East engineers, destined to Grand Junction, are relieved under the hours of service at or west of Parachute, the first out engineer in the Grand Junction West pool may be used. When so used, the Grand Junction West engineer will be transported to the train and handle it through Grand Junction, without release, and handle the train on to Salt Lake City. Grand Junction West engineers used in this manner will be paid actual miles transported and run west of Grand Junction with a minimum of 25 miles.

- (b) When Grand Junction West engineers, destined to Grand Junction, are relieved under the hours of service at or east of Ruby, the first out Grand Junction East engineer may be used. When so used, the Grand Junction East engineer will be transported to the train and handle it through Grand Junction without release, and handle the train on to Denver. Grand Junction East engineers used in this manner will be paid actual miles transported and run west of Grand Junction with a minimum of 25 miles.
- (c) Inbound crews may also operate through Grand Junction to deliver a train as far west as Ruby, or as far east as Parachute. Grand Junction engineers used in this manner will be paid actual miles transported and run east or west of Grand Junction with a minimum of 25 miles.

2) Through Freight Service

- a) Engineers working in this service will have a fixed point for going on and off duty. This fixed point may be changed by BNSF by giving ten days written notice to the BLET Local Chairman.
- b) Unless otherwise addressed in this Agreement, engineers in this pool will rotate first-in, first-out provided the first-out engineer is fully rested under the Hours of Service Act. If there are no fully rested engineers, then an extra engineer may be called to operate for one round trip under the provisions of this Agreement:
 - i) Engineers working under the terms of this agreement will be positioned at the home terminal and at the away-from-home terminal based upon home-on-duty times.
- c) Engineers in this pool who layoff or are unavailable for any reason, other than unavailability due to RSIA, will be immediately marked last out on the home terminal board upon their return if the turn assignment is out of town. If the turn is at the home terminal then the engineer will be marked back to the turn without modifying the turn standing on the board.
- d) Except in cases of emergency, engineers in this service shall lay-off and report for service at the home terminal only. They will be permitted to ride a train to the home terminal provided they obtain a supervisor's approval in advance.
- e) 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, but excludes other forms of public transportation.
- f) 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.

- g) Extra service (e.g., build up turns, temporary vacancy created by layoff) at the home terminal shall be filled from the Grand Junction extra board.

3) **Augmenting / Supplementing**

- a) If the Grand Junction engineers' extra board is exhausted, the Grand Junction – Denver pool and the Grand Junction – Provo/Salt Lake City pool will augment/supplement each other without penalty:
 - i) For example, if a vacant or build-up turn stands to be called in the Grand Junction – Denver pool, engineers on (1) the Grand Junction extra board will be called first, followed by (2) engineer standing first out on the Grand Junction – Provo/Salt Lake City pool. The engineer called would be paid the earnings of the assignment called for (i.e., no penalty or make whole); in this instance, the Grand Junction – Denver trip rate.
- b) BNSF and BLET will work together to assure that all engineers assigned to this pool are qualified on the trackage between Denver and Salt Lake City:
 - i) Engineers assigned to this pool after the date of this agreement, such as those newly promoted, transferred to Grand Junction, or wishing to displace to these pools for the first time, will be required to complete territorial qualification/familiarization on the trackage between Denver and Salt Lake City before being allowed to displace to the pools.
- c) Once initially qualified, Engineers assigned to the Grand Junction – Denver pool and the Grand Junction – Provo/Salt Lake City pool will be required to maintain territorial familiarization on both pools:
 - i) Territorial familiarization may be maintained by:
 - (1) Displacing to the pool on which the engineer requires familiarization and working the required number of trips necessary.
 - (2) Requesting temporary assignment to the familiarization maintenance board for the pool on which the engineer requires familiarization and working the required number of trips necessary:
 - (a) BNSF will determine the number of trips necessary to maintain familiarization as well as the frequency (i.e. annual, bi-annual, etc.).
- d) If an engineer assigned to these pools fails to maintain territorial familiarization, he/she will be removed from the pool and will not be allowed to return to the pool until territorial familiarization has been completed.

4) Hours of service relief

- a) Hours of service relief in this service shall be performed pursuant to existing agreement provisions. This section does not preclude calling an engineer in this service out of either terminal to combine service and deadhead to a train operating between the home terminal and either AFHT, in either direction, with the understanding that crews shall not, except in case of bona fide emergency, be required to return to the initial terminal. When practicable, the following will govern:
 - i) Hours of service reliefs on trains destined to an AFHT may be protected as follows:
 - (1) AFHT pool freight engineer
 - (2) Grand Junction extra board engineer
 - ii) Hours of service relief on trains destined to the HT may be protected by the Grand Junction extra board.

5) Vacancies and Layoffs

- a) Except in cases of emergency, engineers in this service shall lay-off and report for service at the home terminal only:
 - i) Temporary vacancies at the away-from-home terminal shall not be filled. The vacancy shall be returned to the home terminal and assume normal rotation at Grand Junction.

6) Compensation

- a) 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.
- b) Engineers headquartered at Grand Junction will be allowed the following trip rates which will remain subject to future GWIs and COLAs:

<u>Destination</u>	<u>Trip Rate</u>
Provo	Grand Junction – Provo trip rate
Salt Lake City	Grand Junction – Salt Lake City trip rate

- c) When engineers are utilized to operate through any of the terminals pursuant to Section 1(a)(iii), they will be compensated for all actual rail miles traversed (in both directions), at the applicable daily rate, from their departure at the applicable switching limits:
 - i) Engineers must use CA Code MS (or the code preferred by Comp Systems) to claim this allowance.

- d) The special district pay in Article 5 of the ATSF - BLE Agreement of 1996 will apply to each engineer who works a through freight trip as a road freight engineer between the terminals of Grand Junction and Provo and Grand Junction and Salt Lake City.
- e) Held-away: Engineers at the away-from-home-terminal will be placed under pay at the hourly rate of the last service performed after sixteen (16) hours off duty. Pay will be continuous until placed on duty at the AFHT.

7) **Meal Period**

- a) 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.

This Local Agreement only modifies existing agreements to the extent set forth and supersedes all agreements (including local agreements and practices) with which it conflicts. All other schedule rules, agreements and/or other rights remain in effect.

The provisions in this agreement are agreed to on a strictly non-referable basis and will only be applicable to this outlined service. It is understood that this agreement will not establish a precedent applicable to future assignments of this nature.

This agreement may be cancelled by either party by the service of a 30-day advance notice.

Signed at Ft. Worth, TX on December 29, 2017 and effective January 2, 2018.

FORBNSF RAILWAY CO.:



Milton H. Siegele, Jr.
Assistant Vice President
Labor Relations



Jason Ringstad
General Director
Labor Relations

FOR THE BLET:



Alan Holdcraft
General Chairman

Side Letter #1 – Implementation

BNSF will provide BLET with at least 5-days' notice prior to implementation of this new pool. The following will apply when this new pool is implemented:

1. Unless the Parties agree differently, the engineers in the existing Grand Junction to Provo pool will be moved to this new pool. If the employee wants to exercise seniority to a different position, the employee will be obligated to contact the Crew Manager and identify where the employee wants to exercise their seniority - if an employee is unable to identify a new position, that employee will be marked up in the new Grand Junction to Provo/Salt Lake City pool and exercise seniority thereafter consistent with existing agreement(s):
 - a. Any remaining vacancies will be filled in accordance with existing rules.

Side Letter #2 – Qualification / Familiarization Trips

For the initial 30 days of operation, engineers who become assigned to this Grand Junction to Provo / Salt Lake City pool, or the Grand Junction to Denver pool or the Grand Junction Engineers' Extra Board, will be allowed compensation for any required Qualification or familiarization trips at the Engineer trip rate of the assignment for which called, for each trip they are required to qualify or familiarize. During qualification/familiarization, engineers will also be eligible to receive held-away-from-home terminal allowances and all applicable meal allowances.