

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

Pursuant to our discussions on October 14, 2013, the parties agree that interseniority district service may be established between Amarillo, Texas and Enid, Oklahoma with the home terminal at Amarillo. The following conditions will apply:

**Section 1. Pool Rotation**

Subject to the exceptions contained in this agreement engineers will be called on the recognized first-in, first-out basis.

Engineers will maintain their position in the pool if runaround at the initial terminal, en route, or at the away from home terminal. Pool engineers working under the terms of this agreement will operate utilizing the Carrier's "Home on Duty" process. The Home on Duty process provides that employees will be positioned on the board at both the away-from-home and home terminals based upon their time on duty from the previous home terminal call time.

**Section 2. Pool Regulation**

The number of pool engineers shall be regulated between 4700 to 5200 miles per month, which includes indexing.

Pool regulation will utilize the Carrier's automated pool regulation program which uses trip rate miles to calculate regulation miles. The designated Local Chairmen will have access to that report and calculation giving them the opportunity to question and discuss the automated regulation calculation.

**Section 3. Mileage for terminal to terminal operation**

Engineers working in this pool will be allowed 276 actual miles operated. This pool will operate between Amarillo and Enid via Waynoka.

**Section 4. Equity**

Engineers on the former ATSF engineer seniority roster 221 will be entitled to eighty percent of the work, and engineers on the former BN engineer seniority roster 264 working at Enid on April 17, 2013 will be known as Enid Home Zone Engineers and will be entitled to twenty percent of the work. If no Enid Home Zone Engineer bids an allocated job bulletined, engineers holding seniority on the ATSF Engineer Seniority Roster 221 will fill this position including force assignment. Enid Home Zone Engineers will not be forced assigned to fill the allocated positions, but will not forfeit their right to this work.

**Section 5. Relocation Packages**

**Benefits Packages**

It was agreed that up to 6 Enid Home Zone Engineers qualify for the following options:

**Option #1**

A \$30,000 relocation package. Qualifying engineers accepting this relocation package are required to establish new residency within 35 miles of the city of Amarillo, Texas. Furthermore, these employees will be required to protect service at Amarillo, seniority permitting, for a period of 36 months.

This relocation package will be disbursed as follows:

1. \$20,000.00 when the train service employee reports to the new location.
2. \$5,000.00 after performing 18 months of actual service at that location.
3. \$5,000.00 after performing 36 months of actual service at that location.

This relocation package does not require the sale or purchase of real estate but does require a permanent residency address at the new location.

If the employee receives this relocation package and subsequently leaves the Amarillo terminal voluntarily prior to the expiration of the 36-month period, s/he shall forfeit future incentive payments, and will be required to repay all previous relocation payments.

If the employee receiving this relocation package retires under the terms of Railroad Retirement Board (RRB) less than 36 months from their relocation, they will not be eligible for any additional payments subsequent to their retirement. In addition, should such an employee retire less than two (2) years after relocating, they will be required to repay the initial \$20,000 payment and the \$5,000 interim payment (paid at the 18-month interval).

Engineers relocating under this provision shall be afforded Carrier-provided lodging at Amarillo for a period not to exceed 60 one-night stays.

**Option #2**

**Modified Relocation Package.** Engineers accepting this benefit package will receive \$15,000 up front, plus a stipend of \$35 per one-way trip for 36 months (concurrent with the hold down).

Engineers accepting one of these Option packages will be required to protect service at Amarillo, seniority permitting, for a period of 36 months. If an engineer subsequently leaves Amarillo voluntarily prior to the expiration of the 36-month period, s/he will be required to repay the \$15,000 lump-sum payment.

Additional relocation packages will be offered to protected Enid Home Zone engineers commensurate with the expected growth in this pool.

NOTE: It was agreed that additional relocation packages would be offered for each Enid pool turn (at Amarillo) which has existed for six (6) consecutive months, on a one-for-one basis.

**Section 6. Compensation**

Engineers in this pool will be allowed a trip rate of \$517.69 including the Crew Start additive when deadheading, plus certification pay when working between Amarillo and Enid. In addition, engineers required to deadhead in excess of 8 hours on duty will be allowed the trip rate plus actual time consumed in the deadhead over 8 hours (at the pro rata rate), in accordance with the BLET 1986 National Agreement, Article VI. Entry rates still apply.

Engineers in this service who are held at the away from home terminal in excess of sixteen (16) hours shall receive continuous held-away-from-home terminal pay until placed on duty and under pay for such service.

Engineers will be allowed overtime when on duty more than 8 hours while operating between Amarillo and Canadian. Engineers will be allowed overtime after running off the 175 miles between Canadian and Enid.

**Section 7. Returned to Initial Terminal**

Pool engineers called in the Amarillo/Enid pool will not be tied up between terminals or turned back to the initial terminal, except when their movement is prevented (e.g., derailment of their train) or their route to destination is obstructed or impassable (e.g., wrecks and washouts). If the engineer is returned to their initial terminal for these reasons, they shall be paid continuous miles for the trip, terminal until return (but not less than the straightaway mileage terminal to terminal), or hours, whichever is greater, and the engineer shall be restored to first-out position after they are rested.

**Section 8. Trading Trains**

Engineers will not be required to trade trains in opposite directions. Amarillo/Enid engineers can trade trains in the same direction with other engineers in the Amarillo/Enid pool.

Amarillo/Enid engineers can also trade trains with westbound Amarillo/Wellington engineers between Waynoka and Amarillo, not including Waynoka. When an Amarillo/Enid engineer trades trains with an Amarillo/Wellington engineer as described above, each engineer will be paid an additional one hour at the basic daily rate, subject to future wage increases. This payment will be payable to engineers with seniority dates before and after November 1, 1985.

**Section 9. HOS Relief**

In connection with relieving pool freight engineers in this service tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road engineer out of the terminal:

Eastbound trains between Amarillo and Shattuck, including Shattuck – The pool freight engineer standing first out at Amarillo from the Amarillo/Enid Pool.

Eastbound trains between Shattuck and Enid -- Extra Board Engineer at Enid.

NOTE: Enid engineers will be kept territorially qualified to perform the HOS work they are entitled to under this Section

Westbound trains between Enid and Shattuck, including Shattuck – The pool freight engineer standing first out at Enid from the Amarillo/Enid pool.

Westbound trains between Shattuck and Amarillo – Extra Board engineer at Amarillo.

In the event that no Enid engineer is rested and available to perform the HOS work specified above and it is necessary to use an Amarillo engineer at the away-from-home-terminal to perform such work in short turn service, upon completion of the short turn service, the Amarillo engineer will be immediately deadheaded to their home terminal of Amarillo. They will be paid for any time or miles spent on the short turn service with a minimum of a basic day and then a trip rate for the deadhead home. There will be no run arounds for Amarillo engineers tied up at Enid for the working and deadhead combined service into and out of Enid.

When a pool engineer is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, the following will govern:

1. One hour will be free time.
2. Straight time allowance will be paid for any time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

#### **Section 10. En Route Meal Period**

In order to expedite the movement of trains operating on this territory, the engineers will not stop their train to eat. The current trip rate includes the historical meal allowances and there is no additional compensation due.

NOTE: This does not preclude an engineer from seeking food items at retail locations in close proximity to where they may be standing in the clear of the main track awaiting other rail traffic, or for unforeseen reasons; so long as this does not create undue delay to the operation. It is understood that the engineer will be required to obtain permission from the Dispatcher prior to leaving the train to obtain food. Should this request be denied, no penalty is due.

#### **Section 11. Called and Released**

When an engineer in the Amarillo and Enid pool is called and released, after time of going on duty, but before road trip commences, such engineer will be paid a basic day and stand first out, after receiving legal rest.

When an engineer in this pool freight service operating between Amarillo and Enid is called and released before going on duty, but after leaving his calling place, such engineer will be paid one-half of a basic day and stand first out.

When an engineer in this pool freight service is called and released before going on duty, and before departing his calling place, no payment will be allowed, but such engineer will stand first out.

NOTE: If the Carrier attempts to cancel the call within 30 minutes from issuance, the engineer is "assumed" to have been notified prior to leaving his residence and/or lodging facility.

**Section 12. Lay Off**

Engineers in this pool will lay off at their home terminal, except in case of emergency, such as illness or injury, and will report to home terminal only. They will be permitted to ride a train to the home terminal provided they notify the dispatcher and Supervisor in advance when laying off at their away from home terminal.

**Section 13. On/off Duty Points**

Engineers working in this long pool service will have a fixed point for going on and off duty in Amarillo and Enid. The fixed points may be changed by the Carrier by giving ten (10) day advance written notice to the designated Local Chairmen.

**Section 14. Deadhead Transportation**

Engineers who are required to deadhead over the expanded district under the provisions of this agreement will be provided with reasonable comfort while so deadheading. Whenever an engineer is required to deadhead on a freight train, seating for both the working engineer of the train and the engineer being deadheaded will be provided.

**Section 15. Modification Clause**

Except as specifically provided for herein, the ATSF Schedule will apply to engineers working in this service. This agreement supersedes the current ID/New York Dock Agreement for service between Amarillo and Enid.

**Section 16. Protection**

It was understood that Section 5 satisfies displacement or dismissal allowances resulting from the application of Section 7-Protection of Article IX of Arbitration Award 458. It was further understood that the relocation benefits in Section 6 satisfies all relocation benefits under Washington Job Protection

**Section 17. Non-referable Clause**

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.

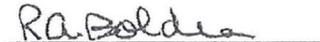
This agreement shall take effect on Sept 24, 2014, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

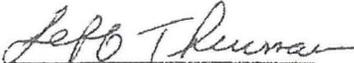
For BNSF Railway Company:

  
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