

## **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 the Newton, KS areas, the following provisions are agreed to concerning the operation of through freights assignments headquartered at Newton and the opposing terminals of Ark City, KS; Dodge City, KS, Emporia, KS; Superior, NE and Wellington, KS. This freight pool may operate based on the following:

1. An unassigned service freight pool, governed by existing agreement provisions, may be established at Newton to operate between Newton and Ark City; Newton and Dodge City; Newton and Emporia; Newton and Superior; and Newton and Wellington:
  - 1.1 The home terminal for the pool shall be Newton, KS. The away-from-home terminals for this pool shall be Ark City, Dodge City, Emporia, Superior and Wellington.
  - 1.2 Concordia will not be considered a terminal for this service.
  - 1.3 The parties will work together to develop a trip rate for each of the routes described herein.
  - 1.4 The pool shall operate on a "first-in/first-out" basis at both the home and away-from-home terminals.
2. Engineers in this pool may operate between away-from-home terminals and, in doing so, operate through the home terminal of Newton without release:
  - 2.1 For example, an engineer could deadhead to Ark City, work a grain train back to Newton and proceed through Newton, without release, to deliver the train to Hutchinson. After delivering the train to Hutchinson, the engineer could be worked or deadheaded to one of the pool freight terminals (e.g., Dodge City or Newton) for rest.
  - 2.2 An engineer worked in this manner would receive the applicable trip rate (here, the Newton-Ark City flip trip rate) and a code MS for the additional miles traversed.


- 2.3 Engineers running thru Newton will be advised by the designated supervisor of the destination (around the time the train is running through Newton) and the engineer will be paid no less MS miles than advised of.
- 2.4 Engineers running thru Newton as described in this Section 2 will be paid an allowance of 30 miles separate and apart from all other earnings at the basic daily rate of pay:
  - 2.4.1 To qualify for this allowance, the engineer running through Newton must depart switching limits at Newton.
  - 2.4.2 TYE employees, with a seniority date prior to the effective date of this agreement, who are working as engineers, will qualify for the allowance. However, TYE employees, with a seniority date after the effective date of this agreement, will not qualify for the allowance.
- 2.5 These engineers will not be tied up more than once at an away-from-home-terminal without an intervening tie-up and rest at Newton.
3. 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:
  - 3.1 Extra service (e.g., build up turns) at the home terminal shall be filled from the Newton ID extra board.
4. The Newton ID engineers extra board will replace the existing extra boards at Newton.
5. For hours of service relief, the Newton extra board will provide HOS relief to those trains which are destined to Newton. If the train is being operated by a Newton through freight pool engineer to one of the distant terminals (i.e., Ark City, Wellington, Superior, Emporia or Dodge City), the Newton through freight pool will be used to provide HOS relief.
6. Except in cases of emergency, engineers in this service shall lay-off and report for service at the home terminal only:
  - 6.1 Temporary vacancies at the away-from-home terminal shall not be filled. The vacant turn shall attach to the turn immediately ahead thereof and assume normal rotation at Newton.
7. For engineers assigned to this pool who are tied up for rest at one of the away from home terminals, 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:

- 7.1 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.
8. 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.
9. 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.
10. All miles run in excess of the miles encompassed in the basic day shall be paid for at the current conductor-only overmile rate. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
11. 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.
12. Except as specifically modified herein, all other Agreements and understandings remain in effect

Signed at Fort Worth, TX on May 20, 2014 and effective June 1, 2014.

FOR THE BNSF RAILWAY CO.:

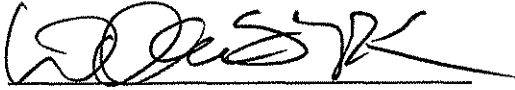
  
Milton H. Siegele, Jr.  
AVP Labor Relations

  
Jason Ringstad

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS AND  
TRAINMEN:

  
Alan Holdcraft  
General Chairman

General Director Labor Relations

A handwritten signature in black ink, appearing to read 'Bill Yeck', written over a horizontal line.

Bill Yeck  
Director Labor Relations


Side Letter #1

This letter is intended to confirm our understanding with respect to the filling of positions at Newton, KS. It is understood that engineer positions in the Newton unassigned service freight pool and the Newton ID Extra Board will be assigned in accordance with the attached Order of Selection List (OSL).

Furthermore, if an engineer from one of the prior right seniority districts fails to bid on a position to which they are entitled, the position may be filled by an engineer from the other seniority district.

*For example:* The sixth position is prior righted to a 135 West engineer. If that position is not bid by a 135 West engineer, a 126 East engineer will be allowed to bid for and be awarded the position.

FOR THE BNSF RAILWAY CO.:



Milton H. Siegele, Jr.  
AVP Labor Relations

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS AND  
TRAINMEN:



Alan Holdcraft  
General Chairman

	Percentage
126 East	71.212
135 West	28.787
0	0.000
0	0.000
	0.000
	0.000
	99.999

Aug. 14, 2013  
**BNSF ROSTER**  
**Newton East - West**

Entitled Percentage	126 East	135 West
	71.2	28.8

NEW ROSTER	126 East	135 West
1 126 East	1	0
2 135 West	0	1
3 126 East	2	0
4 126 East	3	0
5 126 East	4	0
6 135 West	0	2
7 126 East	5	0
8 126 East	6	0
9 135 West	0	3
10 126 East	7	0
11 126 East	8	0
12 126 East	9	0
13 135 West	0	4
14 126 East	10	0
15 126 East	11	0
16 135 West	0	5
17 126 East	12	0
18 126 East	13	0
19 126 East	14	0
20 135 West	0	6
21 126 East	15	0
22 126 East	16	0
23 135 West	0	7
24 126 East	17	0

25 126 East	18	0
26 126 East	19	0
27 135 West	0	8
28 126 East	20	0
29 126 East	21	0
30 135 West	0	9
31 126 East	22	0
32 126 East	23	0
33 126 East	24	0
34 135 West	0	10
35 126 East	25	0
36 126 East	26	0
37 135 West	0	11
38 126 East	27	0
39 126 East	28	0
40 135 West	0	12
41 126 East	29	0
42 126 East	30	0
43 126 East	31	0
44 135 West	0	13
45 126 East	32	0
46 126 East	33	0
47 135 West	0	14
48 126 East	34	0
49 126 East	35	0
50 126 East	36	0

Side Letter #2

This letter is intended to confirm our commitment to addressing issues of mutual concern in the newly established Newton Freight Pool. Because of the unique nature of the service in this pool, we agree that we will meet at mutually agreeable intervals, but not less than 90 days, to assess the equitable distribution of work in the pool. If inequities need to be addressed we will consider such options as necessary (such as turn restoration options) that may alleviate such inequities.

In addition, we agree that we will give consideration to various work-rest initiatives in an effort to mitigate fatigue and improve the quality of life for employees in this pool.

FOR THE BNSF RAILWAY CO.: FOR THE BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS AND TRAINMEN:

  
Milton H. Siegele, Jr.  
AVP Labor Relations

  
Alan Holdcraft  
General Chairman



Side Letter #3


This letter is intended to confirm our understanding with respect to protecting other than ID service and providing Hours of Service (HOS) relief to trains operating between Kansas City and Newton, Wellington or Arkansas City.


First, it is understood that the provisions of the 1988 Emporia Run-Through Agreement (Arbitration Board Award 486,) entitled *Protecting other than ID service and Providing Relief for HOSL Crews*, as amended by the Memorandum of Agreement dated October 16, 1992, remain in effect.

In addition, HOS relief will continue to be governed by the 2003 Kansas City-Arkansas City/Wellington ID Agreement (SBA 6741), Section 8 and Side Letter #2, which provide that the Newton Extra Board be used to provide the HOS relief for trains between Emporia and either Wellington or Arkansas City.

Finally, it is understood that the term "including Emporia", as used in the above referenced agreements, refers to a train that is wholly within the switching limits at Emporia.

FOR THE BNSF RAILWAY CO.: FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN:

  
Milton H. Siegele, Jr.  
AVP Labor Relations

  
Alan Heldcraft  
General Chairman

Side Letter #4

This letter is intended to confirm our understanding with respect to extra board engineers running through the home terminal of Newton.

First, it is understood that the extra board engineer may complete the trip of the pool crew.

For example:

The pool engineer is called to deadhead to Arkansas City for a train destined to Superior. The pool engineer expires on the hours of service before passing through Newton on the return trip. The extra Board engineer may get the train and operate through Newton to Superior.

When performing this service the extra board engineer will be compensated for the actual miles operated on this trip and will also be entitled to the 30 mile payment separate and apart from all other earnings at the basic daily rate of pay for operation through Newton as described in Section 2 of this agreement.

Second, it is agreed that extra engineers operated to an intermediate location such as Hutchison, Abilene or Concordia for the purpose of originating a train may operate through Newton to the destination for that train.

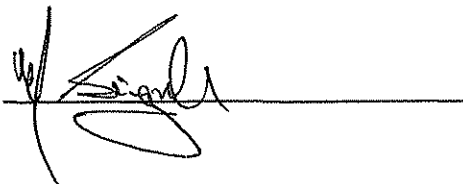
For example:

An extra board engineer is called to deadhead to Hutchison for a train originating at Hutchison and destined to Arkansas City. The extra engineer may operate through Newton and take the train to Arkansas City.

When performing this service the extra board engineer will be compensated for the actual miles operated on this trip and will also be entitled to the 30 mile payment separate and apart from all other earnings at the basic daily rate of pay for operation through Newton as described in Section 2 of this agreement.

It is further understood that extra board engineers who are operated as outlined above will be returned to Newton at the end of their tour of duty.

FOR THE BNSF RAILWAY CO.: FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN:



Milton H. Siegele, Jr.  
AVP Labor Relations

Alan Holdcraft  
General Chairman