

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

The Parties agree that, on a non-referable basis, the following will govern uniform procedures that allow engineers to temporarily transfer between seniority districts or within the same seniority district, to supplement manpower needs under a 180-day pilot.

This Agreement is applicable to engineers working under BLET agreements and does not affect or change any existing provisions governing the proper exercise of seniority by engineers within seniority districts.

For the purposes of this Agreement:

- The term “engineer” means any engineer who possesses seniority as an engineer subject to agreements held by the BLET Committees party to this Agreement.
- The term “seniority district” is defined as the entire territory upon which the engineer has usable engineer seniority as of the date of this Agreement.

TEMPORARY TRANSFERS

When a temporary shortage of engineers exists at a location subject to the terms of this Agreement, and there are surplus engineers at other location(s), BNSF may advertise and offer a temporary transfer at the surplus location.

1. Temporary Transfer Bulletin Requirements

- 1.1. The bulletin will be posted for a period of seven (7) days at the selected location(s). The bulletin will list the number of positions to be filled, the expected duration of the shortage and the location(s) to which the successful applicants will be assigned. BNSF will electronically broadcast an alert advising all engineers of the upcoming notice and contact all engineers by telephone that are not in active service.
- 1.2. Applicants must either be in active service, volunteer surplus, reserve, work retention and/or furlough status at the bulletin location and must possess active engineer certification on the date of the bulletin in order to be eligible to bid.
- 1.3. Applicants will be accepted in seniority order based on their earliest engineer seniority date at the home location.
- 1.4. An engineer who was on vacation or leave of absence, or otherwise did not have access to the notice referenced in Section 1.1, will be permitted to place at the temporary location pursuant to Agreement provisions at that location. In such case, the senior engineer will not receive the temporary transfer report allowance provided in Section 2.2, nor the transportation expenses provided in Section 3.

2. Reporting to Temporary Location and Report Bonus

2.1. Successful applicants will have five (5) days from date of notification to report to the temporary location.

2.2. Successful applicants will receive a \$1,500 temporary transfer report allowance.

2.2.1. BNSF may increase this bonus as needed, based on the manpower need at a specific location(s). Any temporarily transferred engineers already at the temporary location will receive the difference in the report allowance retroactively.

2.2.2. If the successful applicant does not remain at the temporary location for the duration of the transfer, this report bonus will be recovered by BNSF and the engineer will not be allowed any compensation or be provided transportation by BNSF to return to their original home terminal.

3. Travel Benefits

3.1. BNSF will provide temporarily transferred engineers the option of flying or driving to/from the temporary location.

3.1.1. Airfare Option - airfare will be provided to the temporary location at the beginning of the temporary transfer and back to their home location once the temporary transfer is complete. Airfare must be booked through BNSF's travel platform, in compliance with BNSF travel policies.

3.1.2. Personal Vehicle Option – engineers who choose to use their own vehicle will be reimbursed actual mileage traversed from their home location to the temporary location and back (once the transfer is complete), at the appropriate federal mileage rate. The engineer will not be provided transportation at the temporary location.

3.2. Temporarily transferred engineers will be provided suitable lodging at BNSF's expense from their arrival at the temporary location until released from the temporary location.

3.2.1. If the engineer chooses not to use BNSF-provided lodging, they will receive a daily allowance of \$65.00. In cases where the engineer has chosen not to use BNSF-provided lodging, they must also provide their own transportation while at the temporary location.

3.2.2. Lodging will not be offered to temporarily transferred engineers whose home terminal is 50 miles or less from their temporary location.

4. Compensation

4.1. Temporarily transferred engineers will receive a daily bonus of \$200 for every day they are available for service, including rest days.

4.1.1. BNSF may increase the daily bonus as needed, based on the manpower need at a specific location(s). Any temporarily transferred engineer(s) already at the temporary location will receive the difference in daily bonus retroactively.

4.2. If a temporarily transferred engineer is voluntarily absent (lay off) for any reason (including layoff on call and missed call) other than compensated leave, the \$200 daily bonus will be forfeited for every 24-hour absence or portion thereof.

4.2.1. If temporarily transferred engineers fail to consistently protect the service to meet BNSF's needs, the designated BNSF representative will contact the involved General Chairperson(s) representing both the engineer's original home terminal and the temporary location, advising that the engineer could be subject to release. BNSF will then counsel the transferred engineer to establish a clear understating of the working expectations and inform them that they may be subject to release if those expectations are not met.

4.3. The monetary allowances and bonuses received under Sections 2.2, 3.2.1, 4.1, 6.2 and 12.2 will be in addition to all other earnings or payments made to temporarily transferred engineers and will not be used for purposes of computing vacation pay, lump sum payments, extra board guarantee offsets, or counted as earnings in calculating pay due under merger protective agreements or any other existing or future monetary guarantee.

5. Familiarization

5.1. BNSF will determine the qualification/familiarization standards required at temporary location and engineers will be paid a basic day at the engineer extra board guarantee rate for any qualification/familiarization trip or shift. This will also apply to any qualification/familiarization required upon the engineer's return to the home terminal after release from a temporary transfer.

6. Time Off

6.1. After being available for service (including familiarization) for 30 calendar days at the temporary location, temporarily transferred engineers will be allowed up to seven (7) consecutive days off without pay. These days will also be exempt from any attendance points or calculations.

6.1.1. BNSF will provide temporarily transferred engineers the option to return home during these days.

6.1.1.1. Airfare Option – airfare must be requested 14 days in advance and must be booked through BNSF's travel platform, in compliance with BNSF travel policies.

6.1.1.2. Personal Vehicle Option – engineers may elect to drive their own vehicle and will be reimbursed actual mileage traversed from their temporary location to their home location (one round trip) at the appropriate federal mileage rate, up to a maximum of \$500. Mileage reimbursement is only due engineers driving their personal vehicle; engineers who are passengers (i.e., carpool) will not be entitled to payment.

6.2. Temporarily transferred engineers who choose to stay marked up and available instead of observing the seven (7) days off will receive an availability bonus of \$1,000. If an engineer has an uncompensated layoff during these seven (7) days, they will forfeit the availability bonus.

6.3. Engineers will continue to receive up to seven (7) days off after each 30-day period they are available for service.

NOTE: Engineers must be available to earn the days; they cannot be taken proactively.

7. Weekly Vacation

7.1. In the event a temporarily transferred engineer is scheduled to take a week of vacation prior to being released from the temporary location, BNSF will consult with the engineer and either reschedule the vacation, arrange for pay in lieu thereof, or BNSF may allow the engineer to take their scheduled vacation instead of the seven (7) days off provided for in Section 6.1.

8. Single Days of Vacation and Personal Leave Days

8.1. In the event a temporarily transferred engineer has pre-approved single days of vacation or personal leave days at the time they are awarded the transfer bid (i.e., the days were approved at their home location), BNSF will consult the engineer and either purge the days so they can be rescheduled or arrange for pay in lieu thereof.

8.2. Temporarily transferred engineers will be able to use their single day vacation and/or personal leave days while at the temporary location, however, approval will be subject to the available allocations at the temporary location.

9. Vacation Rosters

9.1. Engineers working at a temporary location at the time vacations are to be scheduled for the following year will submit and be awarded vacation on their home roster based upon their seniority at their home location.

10. Seniority

10.1. Temporarily transferred engineers will establish temporary seniority rights at the temporary location based on the expiration date of the bulletin and will be ranked on each craft roster at the temporary location in accordance with their seniority ranking in that craft at the home location. In the event two or more engineers have the same seniority date, they will be ranked among themselves in the order of their relative chronological age, with the oldest employee ranked first.

10.1.1. When the temporary location is on a seniority district on which the engineer did not otherwise have seniority, temporarily transferred engineers will not accumulate seniority on the temporary district, nor rank senior to permanent engineers who subsequently establish seniority on that seniority district.

10.1.2. When the temporary location is on a seniority district on which the engineer already has seniority, the temporarily transferred engineer will establish a temporary date/ranking behind all engineers not subject to a temporary transfer, to include permanent engineers who establish seniority on the district subsequent to the temporary transfer.

- 10.1.3. Engineers establishing temporary seniority rights at the temporary location will not forfeit their original seniority date/ranking and will resume their original seniority date/ranking once the temporary transfer has been completed under the terms of this Agreement.
- 10.2. Engineers temporarily transferring under the terms of this Agreement to a seniority district in which they presently do not hold seniority, will automatically be granted a leave of absence from the original seniority district in order to perform service on the temporary seniority district.
- 10.3. Engineers temporarily transferring under the terms of this Agreement to a seniority district in which they do hold seniority, will not be subject to force assignment at their home location.

11. Release from Temporary Location

- 11.1. Engineers will be released from their temporary transfer in reverse seniority order. Where there are engineers from different home locations to be released, BNSF may release engineers from any specific location(s) in reverse seniority order. Once the engineer is notified of their release, they will be afforded displacement rights as follows:
 - 11.1.1. If the temporarily transferred engineer had seniority at the temporary transfer location prior to the temporary transfer and elects to stay at the temporary transferred location, the engineer can thereafter use their original seniority date at that location. In this scenario, the engineer is required to exercise their relative seniority at the location pursuant to existing agreements.
 - 11.1.2. Engineers from other seniority districts, and engineers with pre-existing seniority at the release location, who chose to exercise their seniority to another location must do so within seven (7) days from the time they are notified of release. If the temporarily transferred engineer fails to exercise their seniority as set forth above, BNSF will force assign them to the appropriate assignment at their original location in accordance with the applicable agreements.
- 11.2. In the case of a bona-fide personal emergency, BNSF will release a temporarily transferred engineer prior to the expiration of the expected duration and may recover the initial report bonus in Section 2.2.

12. Temporary Transfer Extensions

- 12.1. BNSF may offer the temporarily transferred engineers, in seniority order, a voluntary commitment to protect service at either their current temporary location, or a new temporary location.
 - 12.1.1. BNSF may also offer engineers the opportunity to finish out their original term at another location.
- 12.2. If the transferred engineer accepts this offer, BNSF will compensate the engineer an additional initial report bonus under Section 2.2.
 - 12.2.1. If the engineer fails to remain during the additional extension period, BNSF may recover this initial report bonus.
- 12.3. If the transferred engineer accepts an offer to a new temporary location, BNSF will provide travel under Section 3 (Travel Benefits), above.

GENERAL

The monetary allowances and bonuses contained in this Agreement will be subject to one-half of all future General Wage Increases and Cost of Living Adjustments.

SAVINGS CLAUSE

Nothing contained in the provisions of this Agreement shall be construed as modifying or changing the provisions of any existing Rule or Agreement, except as herein specifically addressed.

This Agreement shall take effect on _____ and shall remain in effect for 180 days. The Parties agree to discuss this pilot every 30 days for the duration of the pilot (unless otherwise agreed to) and the follow-up meetings will be scheduled before the implementation of the pilot.

After the 180-day period, either Party may cancel this pilot by giving 5 days' advanced written notice to the other Party. If neither Party has served notice to cancel at the end of the 180-day pilot, it will become a permanent agreement and is only subject to change under the Railway Labor Act.

For BNSF Railway Company:

For BLET:

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