

MEMORANDUM OF AGREEMENT

Between
BNSF RAILWAY
And
BLET

The purpose of this agreement is to create a new workforce retention agreement to provide for greater utilization of employees covered by this agreement. Therefore, we agree:

1. BNSF may, at its sole discretion, establish Workforce Retention and Utilization (WRU) boards at locations of its choosing which, when so established, will operate as follows.
2. Once established, the positions shall be advertised pursuant to the terms of the applicable agreement and awarded to applicants in seniority order, subject to the following eligibility requirements:
 - A. In order to be eligible to obtain a position on a WRU board, the engineer must:
 - i. The engineer must have been working at a WRU board location for at least thirty days prior to bidding to be on the list.
 - B. When a WRU board is established at a particular location, positions on that board shall remain in existence for at least thirty (30) days. The only exception to this shall be if an engineer on the list is recalled to active service under the provisions of paragraph 5 below, in which case, the required number of positions may be reduced accordingly.
 - C. Except as provided in paragraph 2B above, WRU board positions can be added or removed at BNSF's discretion. Such positions will be advertised, and positions on the board will be awarded in seniority order to engineers eligible under paragraph 2A. A successful applicant, not recalled to active service under the provisions of paragraph 5 below, may leave the WRU list or otherwise bid off the WRU board after being on the board for at least fourteen (14) days. However, an engineer who voluntarily leaves the WRU list under this provision will be ineligible for placement to the WRU list for the next thirty (30) days.
 - D. No vacancy on a WRU board will be filled by force assignment.
 - i. This includes positions on the WRU board that go no bid.
3. Positions on the WRU list will be designated as outlined below:
 - A. Employees will not be subject to call while on the WRU list.

- B. Successful bidders on the WRU list will be protected from displacement for a period of fourteen (14) days.
4. Compensation
- A. An engineer holding a position on the WR Board for an entire payroll period shall be guaranteed \$1,500 for that payroll period (that amount is subject to any GWIs which become effective after the date this agreement first becomes effective). Standard extra board guarantee offsets for each location will apply.
 - B. Any engineer who does not hold a position on the WRU board for the entire payroll period shall have the amount reduced in accordance with standard extra board guarantee offsets for each location that such employee is not on the list.
 - C. An engineer on the WRU board who reaches scheduled vacation time shall automatically be placed on vacation and paid pursuant to the vacation agreement provisions. Engineers may choose to cash in carryover personal leave days at any time. Pay for vacation or PLD will be handled in accordance with current CBA provisions.
 - D. Each day on the WRU board will count as a qualifying day for health and welfare benefit coverage.
 - E. Where applicable, each day on the WRU board will be counted as a qualifying day for personal leave day purposes.
 - F. Each day on the WRU board will count toward vacation qualification for the following year, but without the benefit of the 1.3 or 1.6 multiplier.
 - G. Engineers on the WRU board shall maintain any currently required certification, familiarization and/or qualification status and shall satisfy any obligation to take any physical and/or rules examination due during the calendar year. Payment for any requirements will be made in accordance with current CBAs, and any payments will offset guarantee in accordance with the CBA.
5. Recall to Active Service
- A. Engineers on the WRU board shall be recalled to active service in reverse seniority order unless a senior employee on the list has indicated that they wish to be recalled by activating the WR Return to Service toggle in the Workforce Hub (or similar technology), in which case the request(s) will be honored in seniority order.


- B. Engineers on the WRU list are subject to a 48-hour recall from the first attempt at notification, which will be made to the employee's telephone number of record. If an engineer on a WRU board fails to respond within that period, the engineer will be force assigned and made available for that assignment (and normal active service layoff procedures/guidelines would apply).

This agreement shall take effect on March 1, 2024. Either Party may cancel this pilot by giving thirty (30) days' advanced written notice to the other Party.

For BNSF Railway Company:

For BLET:


Melissa Beasley Coke
AVP, Labor Relations


Kent Psota
General Chairman, BLET


Andrea Smith
General Director, Labor Relations