

MEMORANDUM OF AGREEMENT  
Between  
BNSF Railway  
And The  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN

Pursuant to Carrier's Notice dated September 5, 2017, and in accordance with Article IX of Arbitration Award 458, dated May 19, 1986, the following will govern the operation of a multi-directional pool to work interseniority district service between Superior, WI and Dilworth, MN/Northtown, MN/Cass Lake, MN, with the home terminal at Superior, WI.

The following conditions will apply:

**1. Establishment of New Service**

- A. A pool of engineers will be established and maintained to handle traffic between Superior and Dilworth/Northtown/Cass Lake. This ID pool will protect freight service, in all directions, within this territory and includes all routes and side trips. Additionally, this pool will protect all taconite (Ore pool) service on the Hib Tac, Casco, and Lakes Subdivisions. Superior will be the home terminal for this operation, and Dilworth/Northtown/Cass Lake will be the away-from-home terminals.
- B. Superior headquartered engineers in this service may operate trains through Superior terminal, on a continuous operation without penalty and without release, as described below:
  - i. Up to and including Brookston (MP 57.7) on the Lakes Subdivision.
  - ii. Up to and including Nickerson (MP 36.6) on the Hinckley Subdivision.
- C. BNSF reserves the right to implement a fatigue management system such as, but not limited to, Predictive Work Schedules (PWS), call windows, etc. that would govern the handling of the ID through freight service established herein.
- D. This pool will operate under GN Agreement rules.

**2. Through Freight Service**

- A. Except as otherwise provided in this agreement, engineers will be called first-in, first-out at each terminal provided that the first-out engineer has had full rest under the Hours of Service Act. Should there be no engineers who are fully rested, then an extra engineer may be called to operate for one round trip under the provisions of this agreement.
- B. Engineers working under the terms of this Agreement will be positioned at the home terminal based upon their tie-up times.

- C. Engineers working under the terms of this Agreement will be positioned at the away-from-home terminals based upon home-on-duty times.
- D. When two pool engineers are to be called for the same train (one to work and one to deadhead) if one of the engineers is not rested and the other one is rested, the rested engineer will work the train and the unrested engineer will deadhead. Otherwise, applicable GN BLET rules apply.
- E. Pool engineers called in this service will not be tied up between designated terminals, except when their movement is prevented (e.g., derailment of their trains), or their route to destination is obstructed or impassable (e.g., wrecks or washouts).

### **3. Hours of Service Relief**

- A. Unless otherwise agreed, pool crews may be called to make one or more turnaround trips, including Hours of Service Law relief, at their home terminal and away-from-home terminals. The terminal release rule(s) will not apply as these crews may operate into, out of, and through the designated terminal without release, without penalty, and without new day payments for the working pool crew. This pool may perform turnaround service between Superior and the following locations:
  - MP 113.2 on Hinckley Subdivision
  - MP 73.4 on Brainerd Subdivision
  - MP 137.6 on Lakes Subdivision
- B. Pool crews used to perform turnaround service in this manner at Superior will be paid the Superior-Northtown/Cass Lake Version A trip rate with overtime commencing after 8 hours plus the applicable overtime extender (regardless of miles run).
- C. All necessary relief work as a result of the Hours of Service Law will be conducted pursuant to existing agreements and practices, subject to BNSF's continued right under existing agreements, to use yard, shuttle or extra board engineers to perform such work.
- D. Nothing contained in this agreement is intended to prohibit these ID pool engineers from being used on trains that traverse only part of the specified territory, provided engineers are then handled forward to the opposite terminal, or paid as if they had been. Likewise, nothing in this agreement is intended to prohibit these engineers from combining trains or exchanging trains with other engineers destined to the same terminal.

### **4. Called and Released**

- A. When an engineer in this unassigned pool is called and released, after time of going on duty but before road trip commences, such engineer will be paid a one-way trip rate and stand last out on the board.

- B. When an engineer in this unassigned pool is called and released before going on duty, but after leaving his calling place, such engineer will be paid a basic day and stand last out on the board.
- C. If an engineer is called and released at the away-from-home terminal, either before or after time of going on duty, they will be paid a basic day and stand first out on the board. If rest is required, the engineer may be runaround without penalty until legally rested.
- D. The above provisions do not apply to extra board engineers called for this service at the home terminal (i.e., “cut in” turn) and those employees will be handled in accordance with the applicable rule.

## **5. Vacancies and Lay Offs**

- A. When engineers in this pool layoff and thereby create a temporary vacancy, their turn will be removed from the board. When the engineer returns from layoff, their turn will be placed at the bottom of the working board.

NOTE: Layoffs resulting in permanent vacancies as defined by applicable CBA’s (i.e., vacations of 7 days or more) will continue to be handled by the terms outlined in those CBA’s.

- B. Temporary vacancies in this pool shall be protected by the next following rested pool turn. If there are no available rested pool turns available, BNSF will call an extra board engineer on a “cut in” turn that will operate for one round trip and then be removed from the pool upon tie-up at the home terminal.

## **6. Pool Regulation**

- A. Unless otherwise agreed to, this pool will be regulated with a high end of 22 starts per month to those assigned to the pool.
  - i. Flip Trips will be considered as one (1) start for purposes of regulation.

## **7. Compensation**

- A. All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

- B. Engineers headquartered at Superior will be allowed the following trip rates which will remain subject to future GWIs and COLAs:

<u>Destination</u>	<u>Trip Rate</u>
Dilworth	Superior – Dilworth trip rate
Northtown	Superior – Northtown/Cass Lake Version A
Cass Lake	Superior – Northtown/Cass Lake Version A

- C. When engineers work in taconite (Ore Pool) service, they will be compensated the following trip rates:

<u>Destination</u>	<u>Trip Rate</u>
Hib Tac	Superior – Hib Tac trip rate
Kee Tac	Superior – Kee Tac trip rate
Magnetation/ERP	Superior – Magnetation/ERP trip rate

Note: Engineers may operate trains through Kelly Lake, on a continuous operation without penalty and without release.

- D. When engineers are utilized to operate through Superior (as outlined in Section 1 (B)), they will be compensated for all miles traversed (including van miles) at the applicable daily rate from their departure until their return. If traveling via van, calculation of miles will start upon departure and/or end upon arrival at tie-up location. This payment will be made over and above the trip rate and will extend the current overtime threshold of this pool accordingly.

## 8. Meal period

- A. In order to expedite the movement of trains operating under this Agreement, engineers will not stop their train to eat. All meal allowances are included in the trip rates, so no additional compensation due for a meal en route.

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 engineers 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.

## 9. Lodging and AFHT Meals

- A. Suitable lodging (as defined by applicable agreement) shall be provided for engineers tied up at their away-from-home terminal.
- B. Engineers who are performing this ID pool service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, as amended.

C. Engineers will be furnished adequate washroom facilities at their home and away-from-home terminals in the immediate vicinity of the on/off-duty point (or transportation to and from the facility will be provided, if not in the immediate vicinity).

**10. Protection**

Every employee adversely affected either directly or indirectly as a result of the implementation of this Agreement shall receive the protection afforded by Article IX, Section 7 of Arbitration Award No. 458 dated May 19, 1986.

**11. Savings Clause**

Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of agreements or schedule rules as implemented between BNSF and the BLET.

This agreement shall take effect on \_\_\_\_\_, 2017, 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:

For BLET:

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M.H. Siegele, Jr.  
AVP, Labor Relations

\_\_\_\_\_  
E.G. LaPrath  
General Chairman, BLET

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Andrea N. Smith  
General Director, Labor Relations

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