



**Milton H. Siegele, Jr.**  
Assistant Vice President  
Labor Relations

**BNSF Railway Company**  
P.O. Box 961030  
Fort Worth, TX 76131  
2600 Lou Menk Dr.  
OOB Garden Level  
Fort Worth, TX 76131  
(817) 352-1068  
(817) 352-7482  
[Milton.Siegele@bnsf.com](mailto:Milton.Siegele@bnsf.com)

Mr. E.G. LaPrath  
General Chairman BLET (NP, GN, SPS&S, CBQ)  
1716 Western Center Boulevard  
Fort Worth, TX 76131

October 17, 2016

USPS Tracking: 1ZFV24950299714559

Dear Mr. LaPrath:

This will serve as Notice, as required under Article IX, Section 1, of the May 19, 1986 Award of Arbitration Board No. 458 with the Brotherhood of Locomotive Engineers to establish Multi-Directional Interdivisional Pool Service headquartered at Grand Forks, ND.

In that the contemplated traffic will not run through a "home terminal" as defined and comprehended under the 1986 National Agreement, BNSF considers that implementation of this service would be proper at any point following 20 days after date of this notice.

Appended hereto is a proposed agreement specifying the service BNSF desires to establish, as well as the conditions that shall govern the establishment of said service.

I have scheduled a meeting on **Thursday, December 1, 2016 in Grand Forks, ND (location TBD) from 9am to 4pm.** It is anticipated that the meeting will be joint with SMART-TD.

If you are unable to attend the meeting on the scheduled date, please notify Melissa Beasley Coke ([melissa.beasley@bnsf.com](mailto:melissa.beasley@bnsf.com) or 817-352-1070) of such by **no later than October 27, 2016 so that we may find a date where all parties are available.**

Sincerely,

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

Pursuant to Carrier's Notice dated October 17, 2016, 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 headquartered at Grand Forks, ND.

The following conditions will apply:

**1. Establishment of New Service**

- A. A pool of engineers will be established with a home terminal of Grand Forks, ND to operate anywhere within the limits established below:

Hannah Subdivision (entire Subdivision)  
Glasston Subdivision (entire Subdivision)  
Drayton Subdivision (entire Subdivision)  
Noyes Subdivision (entire Subdivision)  
Grand Forks Subdivision (entire Subdivision)  
Hillsboro Subdivision up to and including Breckenridge  
Lakes Subdivision up to and including Duluth/Superior (entire Subdivision)  
Mayville Subdivision (entire Subdivision)  
Devils Lake Subdivision (entire Subdivision)

This pool may protect any freight work between Grand Forks and the locations listed above, including but not limited to, shuttle/staging; delivering to or pulling from customer facilities; and hours-of-service relief. This pool may relieve locals or roadswitchers but will not be required to finish any industry work assigned to those jobs.

- B. The home terminal for this pool will be Grand Forks, ND. The away-from-home terminals for this pool will be Minot, ND; Drayton, ND; Langdon, ND; Dilworth, MN; Grand Rapids, MN; Noyes, MN; Cass Lake, MN; and Superior, WI.
- C. Engineers in this pool may operate between any of the locations above and, in doing so, operate through the home terminal of Grand Forks without release.

Examples of this service may include, but are not limited to:

- Crew goes on duty at Dilworth, traverses through Grand Forks in order to deliver train at Crookston, vans back to Grand Forks.
  - Crew goes on duty at Grand Forks, vans to train at Arvilla, and handles train from Arvilla to Dilworth traversing through Grand Forks.
  - Crew goes on duty at Grand Forks, vans to train at Warren, and handles train from Warren to Dilworth traversing through Grand Forks.
- D. Engineers in this service may operate without release through Dilworth to/from Breckenridge on a continuous operation.
- E. Engineers in this service may operate without release through Grand Rapids to/from Gunn Yard on a continuous operation.
- F. 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.
- G. This pool will operate under GN Agreement rules.
- H. Engineers in this service will be afforded a 90-minute call for service.

## **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. All necessary relief work as a result of the Hours of Service Law will be conducted subject to BNSF's continued right under existing agreements, including but not limited to the right to use yard, shuttle or extra board engineers to perform such work.
- B. 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 at any point after being called for service such engineer will be paid a one-way trip rate of the trip for which called and stand last out on the board.

NOTE: The above provision will also apply to extra board employees called for "cut in" turns who are called to perform service in this pool.

- B. 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.

NOTE: If the engineer was on pay for held-away-from-home terminal time prior to being called and released they will remain on held-away until being called to perform service to the home terminal.

### **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 to provide an average of 18-20 starts per month to those assigned to the pool.

## 7. Compensation

- A. When engineers is this pool traverse from Grand Forks-Minot; Grand Forks-Grand Rapids; or Grand Forks to Superior, they will be compensated the following trip rates:

	<u>Straight</u>	<u>Flip</u>
Grand Forks-Minot:	\$343.61	\$747.38
Grand Forks-Grand Rapids:	\$341.13	N/A
Grand Forks-Superior:	\$532.09	N/A
Grand Forks-Cass Lake/Noyes:	\$234.65	\$454.77

- A.1. When engineers are utilized to operate through Grand Rapids (as outlined in Paragraph 1(E)), they will be compensated for all actual time consumed or miles traversed (including van miles), whichever is greater, at the applicable daily rate, from their departure until their return. If traveling via van, calculation of time/miles will start upon departure and/or end upon arrival at the 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.

- B. For all other routes (including STAS), engineers will be compensated as follows:

	<u>Applicable Trip Rate</u>	<u>Applicable OT Threshold</u>
Version A (0-130.0 miles):	\$229.97	8'09"
Version B (130.1-177.9 miles):	\$320.43	Payable after miles run + 18' OT Extender
Version C (178 miles or more):	\$490.22	Payable after miles run + 13' OT Extender

Note: These trip rates have been modified to reflect the proper ID overmile rate. These trip rates will remain subject to all future GWI's and COLA's.

- C. Any required familiarization trips will be compensated at the rate of Engineer's Extra board guarantee day for each familiarization trip.

## **8. Equity**

- A. When the accumulation of miles traveled east of Cass Lake, MN by "02" Minnesota Seniority District engineers reaches a level equivalent to 12-months of equity (approximately 48,000 miles), an "01" Lakes Seniority equity turn will be bulletined in the Grand Forks multi-directional pool.
- B. If the "01" Lakes Seniority equity turn goes no bid, then the "01" Lakes Seniority equity rights will be forfeited and the equity mileage will reset to zero.
- C. The successful bidder for the "01" Lakes Seniority equity turn will be held to that turn for the entire 12-month duration and will not be subject to displacement. The successful bidder will be permitted to bid off the equity turn, however, if he/she does so, the "01" Lakes Seniority equity rights will be forfeited and the equity mileage will reset to zero.
- D. The successful bidder on the "01" Lakes Seniority equity turn will be afforded access to reverse lodging upon request.

## **9. 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.

## **10. 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).



## **11. 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.

## **12. 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 \_\_\_\_\_, 2016, 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:

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

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

\_\_\_\_\_  
M. Beasley Coke  
General Director, Labor Relations

\_\_\_\_\_  
J.M. Murphy  
Manager, Labor Relations