

**Memorandum of Agreement
between
BNSF Railway
and the
Brotherhood of Locomotive Engineers and Engineers**

Pursuant to our discussion on June 12, 2015, the Parties agree to establish an intradivisional run from Cicero, IL, to Savanna, IL, with the ability to operate to MP 171.2 on the Aurora Subdivision. The following terms and conditions will apply:

1. Establishment of New Service

A single-ended pool will be established with a home terminal at Cicero, IL and an away-from-home terminal at Savanna, IL. Engineers in this pool may run through Savanna to, and including, MP 171.2 on the Aurora Subdivision.

NOTE: This location is 25 miles outside of the current Savanna general switching limits (GSL):

- West GSL is at MP 146.2 (Aurora Subdivision)
- East GSL is at MP 142.89 (Aurora Subdivision)

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. If possible and when no other trains would be delayed thereby, the first-out engineer's call may be held up for as long as thirty minutes so that the first-out engineer may obtain full rest and depart in proper standing.
- b. Engineers will maintain their position in the pool if runaround at the initial terminal, en route, or at the away-from-home terminal. Pool engineers working under the terms of this Agreement will operate under the Home on Duty process. Home on Duty provides that engineers will be positioned on the board at both the away-from-home and home terminals based upon their prior on duty time at the home terminal.
- c. 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 CB&Q BLET rules apply.

- d. 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):
 - i. When an engineer is required to report for duty or is relieved from duty at a point other than the on and off duty locations established for this service, BNSF will authorize and provide suitable transportation.
- e. Except in case of emergency (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains), engineers assigned to work in this service will not be used for short service between the two established terminals, except as provided in Item 5 of this Agreement.
- f. Tie up will be completed at either the depot in Savanna or the lodging facility in Savanna.
 - i. If there is no computer at the lodging facility, the crew must tie up at the Savanna depot.

3. Pool Regulation

- a. This pool will be regulated between 4038 - 4638 miles per month, which includes indexing. The mileage component of 136 miles associated with Version A of the trip rate and 196 miles associated with Version B of the trip rate will be utilized when calculating trip miles.
- b. If the local chairman, or their designee, wishes to regulate the pool below the above-cited range, they may do so upon request to the appropriate Crew Director. However, the mileage component of 136 miles associated with Version A of the trip rate and 196 miles associated with Version B of the trip rate will continue to be utilized when calculating trip miles.

4. Compensation

- a. Engineers in this pool will be allowed the existing applicable Cicero – Savanna trip rate:
 - i. Version A applies to crews that operate between Cicero and Savanna:
 - (a) The current Version A trip rate is \$281.22.
 - ii. Version B applies to crews that are called to operate or actually operate between Cicero and Savanna via Logistic Park (LPC) over the EJ&E:
 - (a) The current Version B trip rate is \$398.18.

- iii. This does not preclude BNSF from changing the call prior to the crew's departure and the final crew route will establish the trip rate payment.
- iv. When an engineer is deadheaded, they will be compensated the Trip Rate of the corresponding working trip for that round trip:
 - (a) Example 1: An engineer operates a train from Cicero – Savanna and is compensated the Version A trip rate. After obtaining proper rest at Savanna, the engineer is deadheaded to Cicero. The engineer is entitled to the Version A trip rate for the deadhead as it corresponds to his working trip for that round trip.
 - (b) Example 2: An engineer operates a train from Cicero – Savanna via LPC over the EJ&E and is compensated the Version B trip rate. After obtaining proper rest at Savanna, the engineer is deadheaded to Cicero. The engineer is entitled to the Version B trip rate for the deadhead as it corresponds to his working trip for that round trip.
- b. When engineers are utilized to operate through Savanna, 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 at MP 146.2 (westbound) on the Aurora Subdivision and until their return. If traveling via van, calculation of time/miles will start upon departure and/or end upon arrival at the Savanna Depot. This payment will be made over and above the Trip Rate. This allowance will not affect the current overtime threshold of this pool:
 - i. Engineers must use CA Code MS to claim this allowance.
 - ii. If an engineer is used beyond this limit, he/she will be entitled to a basic day penalty (Code RO).
 - iii. Examples are included in Attachment A.
- c. Engineers required to deadhead in excess of 8 hours on duty will be allowed the trip rate plus actual time consumed in the deadhead over 8 hours (at the pro rata rate), in accordance with the BLET Arbitration 458, Article VI.

NOTE: Without prejudice to the application of existing Schedule Rules in other circumstances, it is understood that compensation for deadheading commences when the engineer is placed on duty.

5. Hours of Service Relief and Short Turn Around Service

- a. Hours of Service Relief within the limits of this pool may be handled by any train crew or applicable extra board with contractual operating authority over the entire territory to be traversed.
- b. An engineer used in short turn around service at Savanna will not be tied up at Savanna upon completion of their tour of duty:
 - i. If used in short turn around service and then deadheaded home, the engineer is entitled to the applicable trip rate and overtime after 8 hours, plus the applicable trip rate overtime extender, regardless of miles traversed.
- c. If used in short turn around service and then required to work a train home, the engineer is entitled to the applicable trip rate and overtime after 8 hours, plus the applicable trip rate overtime extender, as well as any additional compensation due under Item 5(d), for the turnaround service.

They will also be paid an additional trip rate for the working trip home with overtime after miles run.

- d. If an engineer is utilized in short turn around service under the terms of Item 5(b) or 5(c) and is used outside of the GSL, they will also be compensated for all actual time consumed or miles traversed (including van miles), whichever is greater, at the applicable daily rate, from their departure at MP 146.2 (westbound) on the Aurora Subdivision and until their return. If traveling via van, calculation of time/miles will start upon departure and/or end upon arrival at the Savanna Depot. This payment will be made over and above the Trip Rate. This allowance will not affect the current overtime threshold of this pool.

This compensation would also be applicable if an engineer performs short turn around service at Savanna, then deadheads home in combined service. In other words, the engineer is not prohibited from working a portion of his return trip.

Examples are included in Attachment A.

- e. There is no limit to the number of trains an engineer can operate when used in short turn around service. However, the other terms and conditions of CB&Q Rule 32 (b) remain unchanged and in effect.
- f. Nothing contained in this agreement is intended to prohibit these 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.

6. Familiarization

BNSF will pay familiarization for those engineers not familiar with the territory, and they will be compensated utilizing the CA code for recertification at other than home terminal (CA Code EF).

7. Lodging and AFHT Meals

- a. Suitable lodging (as defined by the 8/1/80 OPS-30-80 BN/BLE Lodging Agreement) shall be provided for engineers tied up at their away-from-home terminal.
- b. If a room is not available, waiting on lodging (Code WL) will begin 30 minutes after the employee ties up, and will be paid on a minute basis at the straight time rate of the last service performed until a room is available.
- c. 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.
- d. Employees will be paid continuous held-away from the home terminal after 16 hours, until their on duty time.

8. Meal Period

In order to expedite the movement of trains operating between Cicero and Savanna engineers will not stop their train to eat, nor is any 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. 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 first out on the board. Engineers called and not used under this paragraph will not be entitled to runaround payments while securing rest.
- c. When an engineer in this unassigned pool is called and released before going on-duty and before departing their calling place, such engineer will receive no payment and remain first out on the board. If BNSF attempts to cancel the call within 30 minutes from issuance, the engineer is “assumed” to have been notified prior to leaving their calling place.
- d. 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.
- e. The above provisions do not apply to extra board engineers called for this service and those employees will be handled in accordance with the applicable rule.

10. Lay Off

- a. Unclaimed temporary vacancies occurring on these long pool turns at their home terminal will be filled by the engineer’s extra board at Aurora, IL. When it becomes necessary to use an emergency engineer because the engineers’ extra board is exhausted, emergency engineers will be called in the following manner:
 - i. The senior qualified, rested and available demoted engineer assigned at Aurora, IL.
- b. Engineers in this pool will not be allowed to lay off at the away-from-home terminal, except in case of emergency such as illness or injury. Engineers laying off under such emergency circumstances will be permitted to ride a train to the home terminal provided they notify the dispatcher and supervisor of which train they desire to ride in advance of that train’s departure.

11. Protection

Any employee adversely affected either directly or indirectly as a result of the implementation of this Agreement will be covered by the protection benefits afforded by Article IX, Section 7 of the BLET 1986 National Agreement (Arbitration Award No. 458 dated May 19, 1986).

12. Existing Rules

Nothing contained herein shall be construed as modifying, amending, or superseding any of the agreement provisions including schedule agreements, as implemented between BNSF and BLET except as herein provided.

This Agreement shall take effect on _____, 2015, 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:

Milton H. Siegele, Jr.
AVP, Labor Relations

Matt O. Wilson
General Chairman, BLET

Andrea Smith
General Director, Labor Relations

Attachment A

It is intended that pool crews will operate trains or deadhead in a fishhook manner, e.g., Cicero to Savanna up to (but not exceeding) MP 171.2 on the Aurora Subdivision, while operating on their regular assignment. Engineers also may perform short turnaround service at Savanna within the expanded limits separate from their working trip.

Example 1:

A Cicero-based crew is called at Savanna, on duty 8:00 am, to perform short turnaround service. During their tour of duty, this crew operates 2 separate trains from intermediate locations into Savanna; one train from a point between Savanna and Cicero and one from within the expanded limits west of the west GSL at Savanna. On the second trip, the crew departed Savanna at 0945, deadheaded via transport van to MP 160, and then operated train into Savanna, arriving there at 1115. The crew is then deadheaded to their home terminal of Cicero and eventually ties up at 6:00 pm.

In this scenario, the crew would be due payment of 1 trip rate plus 27.6 miles (time or miles, whichever is greater, Savanna to Savanna via MP 160) plus 2 hours at overtime rate. *

Example 2:

A Cicero-based crew is called at Savanna, on duty 8:00 am, to operate a train from the intermediate location of MP 156.7 to Cicero, the crew departs Savanna at 8:30 am and arrives back at Savanna at 9:30 am. The crew then operates the same train to Cicero and ties up at the home terminal.

In this scenario, the crew would be due payment of 1 trip rate plus 21 actual miles traversed (time or miles, whichever is greater, Savanna to Savanna via MP 156.7) plus overtime after running off 157 miles (Savanna to Cicero) and the overtime extender of 8 minutes. *

Example 3:

A Cicero-based crew is called at Savanna, on duty 8:00 am, to perform short turnaround service. During their tour of duty, this crew operates 2 separate trains, both from within the expanded limits at Savanna (MP 156.7), into the terminal of Savanna. Total time spent outside of the GSL at Savanna in the expanded limits performing STAS was 2 hours. The crew is then instructed to operate another train from Savanna to Cicero. The crew thereafter departs Savanna on the train at 5:00 pm and eventually ties up at Cicero at 9:00 pm.

In this scenario, the crew would be due payment of 1 trip rate plus 42 miles (time or miles, whichever is greater, within expanded limits) plus 1 hour overtime for the short turnaround service. The crew would also be due payment of another trip rate for operating a train out of Savanna en route to Cicero. *

Example 4:

A Cicero-based crew is called at Savanna, on duty 8:00 am, to perform short turnaround service. During their tour of duty, this crew operates a train from MP 156.9 into Savanna, departing the initial terminal at 0830 and arriving back at Savanna at 9:30 am. The crew subsequently departs Savanna via contract transportation at 10:00 am for the purpose of operating a second train from MP 156.9 into Savanna, arriving Savanna at 1:00 pm. The crew is then instructed to operate this same train to Cicero, departing Savanna at 1:30 pm, and eventually ties up at their home terminal.

In this scenario, the crew would be due payment of 1 trip rate plus 21.4 miles (time or miles, whichever is greater within expanded limits) for the short turnaround service. The crew is also due payment of 1 trip rate plus 3 hours straight time (time or miles, whichever is greater, Savanna to Savanna via MP 156.9) plus overtime after running off 136 miles (trip rate version A) or 196 miles (trip rate version B), plus the overtime extender of 9 minutes. For the purpose of calculating overtime on the second trip rate, time will commence at 10:00 am. *

- * Compensation scenarios utilized in these examples are intended to illustrate the manner in which crews will be compensated under the terms of this agreement. They do not include nor is anything in this agreement intended to limit or negate payment of all associated trip arbitraries/allowances such as short crew special allowance, certification allowance, productivity fund share, etc., which apply to each trip rate.



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SIDE LETTER NO.1

RE: HELDAWAY FOR LA CROSSE – CICERO ID POOL

During our discussions on June 12, 2015, establishing La Crosse – Savanna and Cicero – Savanna pools, we discussed paying all engineers continuous held away after 16 hours in the La Crosse – Cicero ID pool when BNSF reestablished use of that pool.

BNSF is agreeable to making this a permanent part of the La Crosse – Cicero ID agreement, so long as the short pool ID agreements are ratified.

Therefore, all engineers working in the La Crosse – Cicero ID pool will be allowed continuous held away after 16 hours commencing on or after _____, 2015, so long as the short pool ID agreements described above are ratified.

If the above correctly recites our discussions and understanding, please affix your signatures below.

For BNSF Railway:

For BLET:

Milton H. Siegele, Jr.
AVP, Labor Relations

Matt O. Wilson
General Chairman, BLET

Andrea N. Smith
General Director, Labor Relations