

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

Pursuant to discussions regarding service between Pasco, WA and Wishram, WA, it is agreed that this service may be operated under the following conditions:

1. Pool freight engineers will operate between Pasco, WA and Wishram, WA, with Pasco being the home terminal and Wishram being the away-from-home terminal.
2. The total number of engineers in the pool will be regulated in accordance with existing agreement provisions regarding unassigned freight pool regulation, including the right to index the miles as a result of the erosion of the basic freight day from 100 miles to 130 miles.
3. Engineers in this service shall operate under SP&S rules and rates of pay.
4. The pool shall operate on a "first-in/first-out" basis at both the home and away-from-home terminal provided that the first-out engineer is fully rested under the applicable Hours of Service Law. If the first-out engineer is not fully rested, if possible and when no other trains would be delayed thereby, the first-out engineer's call may be held in order for the engineer to obtain sufficient rest and depart in proper standing.
  - (a) If the first-out engineer cannot be used as provided above, the next following fully rested engineer will be used without penalty.
  - (b) Engineers who are not called to report for duty or deadheading in the order of their proper standing will be allowed a basic day at the rate of service performed for each occurrence and shall continue to retain their respective positions in the pool. Engineers receiving this penalty payment will also be entitled to "restoration of turn" under the provisions of Paragraph 5 of this Agreement. There will be no penalty for terminal runarounds, however an engineer that departs the terminal behind another engineer that was called for a later on-duty time will be entitled to "restoration of turn" under the provisions of Section 5 of this Agreement.

- (c) When an engineer in this service has been called and departs the terminal, it will be run or deadheaded to the opposite terminal, except in emergency (emergency hereafter defined to mean conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operations of trains on this route). If an engineer is returned to their initial terminal for these reasons, they shall be paid actual miles run with a minimum of a one trip rate. Engineers will be placed to the bottom of the board upon tie-up.
- 5. Upon arrival at the objective terminal, an engineer runaround will be restored to his/her proper position in the freight pool (i.e., original rotation at time of call) with respect to other engineers, if rested for his/her next tour of duty. If an engineer is not returned to its proper turn at the away-from-home terminal, it will be placed in proper position upon arrival at the home terminal, except if not rested for the next tour out of that terminal he/she will establish a new position in the pool.
- 6. Engineers in the Pasco-Wishram pool will be allowed continuous held-away after 16 hours at the AFHT.
- 7. Hours of Service Relief
  - (a) For trains destined to Wishram (or beyond) either the first out engineer in this service at Pasco; or the Wishram extra board.
  - (b) For trains destined to Pasco (or beyond) either the first out engineer in this service at Wishram; or the Pasco extra board.
- 8. Called and Not Used
  - (a) Engineers in this service who are called and released after time of going on-duty but before road trip commences, will be compensated a basic day and placed to the bottom of the board. Engineers called and not used under this paragraph will not be entitled to runaround payments while securing rest.
  - (b) Engineers in this service who are called and released before going on-duty but after leaving their calling place will be compensated a basic day and placed to the bottom of the board.
  - (c) Engineers in this service who are called and released before going on-duty and before departing their calling place 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 residence and/or lodging facility.


- (d) The provisions of this Section do not apply to individual extra employees when the call and release occurs at the home terminal; but instead, such extra employees will be handled (and paid) in accordance with the applicable schedule rules.
- 9. Except in cases of emergency, engineers in this service shall only lay-off and report for service at the home terminal only.
- 10. In the event the pool is exhausted, a "build up" turn will be used and will be manned by an extra board engineer. The "build up" turn will operate for one round trip and then will be removed from the pool.
- 11. When an engineer is required to report for duty or is finally relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, BNSF shall authorize and provide suitable transportation for the engineer. Suitable transportation includes BNSF owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.
- 12. Engineers shall be allowed a meal allowance, at the rate currently provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.
- 13. BNSF shall provide lodging that meets or exceeds the standards provided pursuant to existing lodging agreements at each away-from-home terminal.
  - (a) BNSF shall provide or make arrangements for suitable transportation at the away-from-home terminals between the BNSF facilities and the lodging facility. BNSF shall also make arrangements for or provide suitable transportation between either the BNSF facilities or the lodging facility and the eating facility; provided that the one-way distance exceeds ¾ mile.
- 14. Wash room facilities and individual lockers (21" x 18" x 72") will be provided for employees assigned to this interdivisional service at the home and away-from-home terminals.
- 15. Disciplinary hearings or investigations involving engineers in this service will be held at their home terminal.
- 16. Engineers currently working at Wishram, WA will be handled in accordance with Side Letter 1.
- 17. Except as specifically modified herein, all other Agreements and understandings remain in effect.

18. This agreement shall be effective upon the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, TX on July 25, 2014 and effective


August 18, 2014

FOR THE BNSF RAILWAY CO.:

  
Assistant Vice President  
BNSF Labor Relations

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS &  
TRAINMEN:

  
General Chairman BLET

  
Senior Director  
BNSF Labor Relations

## **Side Letter No. 1 – Pasco-Wishram Service**

1. All engineers working under BLET collective bargaining agreements at Wishram, WA on October 31, 2013 will be considered "prior right" engineers on all engineer positions in the Pasco-Wishram freight pool located at Pasco and they will have preference to these positions over other engineers for six years beginning from the first day of implementation of the new pool at Pasco, after which these rights expire.

However, these prior right engineers must exercise their seniority to these positions whenever their seniority permits. Failure to do so, will result in the forfeiture of prior rights to these positions.

In the event a prior right engineer is awarded a position in the Pasco-Wishram freight pool, s/he will be notified of such, and upon responding to the notification, such engineer must declare if s/he elects to protect their "prior right" position. If the engineer elects to accept the position and s/he is not holding an assignment protected by the Pasco source of supply, such engineer will have 72 hours to relocate and mark up for active service in the pool. If such engineer declines to accept the prior right position, s/he will remain on their present assignment and forfeit their prior rights.

2. Up to a total of 10 engineers currently working at Wishram, WA would be eligible to receive a relocation package as outlined below. Engineers accepting this relocation package will be allowed to relocate to any location on the "05" seniority district. Engineers desiring to elect this option will be considered in seniority order.
  - a. Any engineer accepting this option would be required to protect service at the new location on the "05" seniority district for a period of 3 years.
  - b. Any engineer accepting this option and making a bona fide move would be eligible for a \$35,000 moving package as outlined below:
    - a. \$25,000.00 when the engineer reports to the new location
    - b. \$5,000.00 after performing 18 months of actual service at that location
    - c. \$5,000.00 after performing 36 months of actual service at that location

The relocation package does not require the sale or purchase of real estate but does require a permanent residency address at the new location.

If the engineer receives the relocation package and subsequently leaves the new location voluntarily prior to the expiration of the 36-month period, s/he will forfeit future relocation payments and will be required to repay all previous relocation payments.

If the engineer receiving the relocation package becomes eligible to retire under the terms of the Railroad Retirement Board (RRB) less than 36 months from their relocation, they will be not be eligible for any additional payments subsequent to their retirement. In addition, should an engineer retire less than two (2) years after relocating, they will be required to repay the initial \$25,000 payment and the \$5,000 interim payment (paid at the 18-month interval).

Engineers relocating under this provision shall be afforded BNSF provided lodging at the new location for a period not to exceed 60 one-day stays.

2.1 Any engineer accepting the relocation package will be ineligible for moving benefits provided under Paragraph 4 below.

3. For a six-year period following implementation of this Agreement, an engineer who does not accept the relocation package as outlined above may utilize an option for "Reverse Lodging". In granting the option to utilize "reverse lodging", the following is understood:

An individual engineer who resides at other than the home terminal of his assignment may reverse his lodging point and may elect either:

(a) to use the designated company-paid lodging facility at the home terminal of his assignment in lieu of company-paid lodging at the away-from-home terminal;

or

(b) in lieu of using the Carrier-provided lodging, may claim and receive a \$7.50 cash allowance provided, however, that both of these allowances are limited so as not to exceed, in any semi-monthly pay period, the number of daily lodging charges that the company incurred for the other members of his crew who used the away-from-home terminal lodging. The employee must give advance, written notice of his intention to utilize this option.

BNSF will not provide engineers wishing to utilize this option with any specialized "call time" for service. If the engineers working the Pasco-Wishram unassigned through-freight pool wish to adopt a longer call time (i.e., 120 minutes vs 75 minutes) for calls for service at the home terminal (Pasco), they may do so, but the entire pool will be subject to a standard call time.

4. Every employee not accepting the terms of Item 2 who is adversely affected either directly or indirectly as a result of the implementation of this Agreement shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement, Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 6 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases (Consistent with Article VIII of the 1971 National Agreement).