

**MEMORANDUM OF AGREEMENT
BETWEEN
BNSF RAILWAY
AND
THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**

Section I: Self-Supporting Pools

All unassigned pools will be handled as follows:

- A. When the owner of a pool turn lays off, their turn will be removed from the board. When the owner of the pool turn returns from layoff, their turn will be placed to the bottom of the working board.
- B. Temporary vacancies in pools shall be protected by the next following rested pool turn. If there are no rested pool turns available, BNSF will call an extra board employee on a make-up turn that will operate for one round trip and then be removed from the pool upon tie-up at the home terminal.

NOTE: Layoffs resulting in permanent vacancies as defined by applicable collective bargaining agreements (e.g., vacations of 7 days or more) will continue to be handled by the terms outlined in those CBAs.

Section II: Pool Regulation/Extra Boards

Effective with the implementation of work/rest pools, and no later than _____, 2023, pool regulation will be modified as follows for through freight pools.

- A. All pool service will be regulated on starts rather than mileage. A start is defined as any outbound start made in a pool (from the home or away-from-home terminal), including deadhead, turnaround trips, etc. made by either a pool turn or make-up turn in a pool.
- B. To ensure the successful application of this provision, the monthly start regulation range of a specific pool will be determined jointly by the appropriate BLET General Chairman and BNSF Labor Relations to ensure the regulation results in the following:

The regulation method provided is intended to meet operational obligations, achieve manpower stability, and provide a sufficient earning opportunity for the involved engineers. The established range may be modified if any of the below occur:

1. Consistently depressed earnings for involved engineers;
2. Consistent need for adjustment;
3. Consistently excessive RSIA mandatory unavailable time;
4. Consistently excessive make-up turns necessary;
5. Trains consistently held for engineers; or
6. Less than consistently predictable time off

- C. The determined monthly starts targets may be modified by mutual agreement.
- D. If the parties are unable to agree on a start range for a specified pool (or pools) within three (3) months from the effective date of this Agreement, any remaining pool (or pools) will be sent to the Disputes Committee made up of an equal number of BLET and BNSF representatives to determine and appropriate start range for those pools.
- E. Pools and extra boards will be adjusted once per week. All pool and extra board adjustments will be made on Mondays. If any adjustments need to be made on other than Monday, they may only be done with the concurrence of the BLET Local or General Chairman.
- F. The checking period for pool service will be calculated each Sunday for the previous fifteen (15) days running from Saturday to Saturday. The following formula will be used to determine the average monthly starts per turn:
 - 1. Calculate the number of monthly starts for the pool by multiplying the number of starts made by the pool during the checking period by 2.
 - 2. To determine the average monthly starts per turn, divide the number of monthly starts for the pool by the number of pool turns currently assigned to the pool.
- G. If the average monthly starts per turn are within the parameters for the pool as determined by the procedure outlined in B above, no adjustment is necessary. If the average monthly starts per turn are outside the parameters for the pool as determined by the procedure outlined in B above, the pool will be adjusted so that the average number of monthly starts per turn is within the applicable range for the pool, as close as possible to the middle of the range. When mid-range adjustment is the objective, resulting turn fractions of .51 will be rounded up and .50 and below will be rounded down.
- H. The parties maintain their rights under existing agreements to establish combined guaranteed road/yard extra boards.

Section III – Permanent Bid System

- A. Existing service (e.g., already established pool service, extra boards, assigned jobs, etc.) will not be advertised.
- B. Any new service or change in service (as defined below) will be bulletined for a period of seven (7) days and shall state the closing date and time, which shall be at 1000 CT on the seventh day after the date of issue. Engineers wishing to bid on new or existing assignments must update their permanent bid to indicate such.

1. Assigned road service (or other mileage-based assigned service) will be re-bulletined in all instances when the assignment mileage is increased or decreased by 300 miles or more per month; the service is changed from straightaway to turnaround or vice-versa; a starting time is changed by two hours or more; if on and off duty points, layover points, or days on which service is to be performed are changed.
 2. Assigned yard service (or other hourly-based assigned service) will be re-bulletined when on and off duty points, rest days or starting time of assigned jobs are changed by one (1) hour or more.
 3. When an extra yard assignment has been run for four (4) consecutive days on the same shift, the job must be advertised and assigned.
 4. Incumbents of assignments re-advertised pursuant to Sections B(1), B(2) and B(3) above may continue to work the assignment during the period the new assignment is being advertised.
 5. An engineer absent from service during the bulletined period of a new assignment will be permitted to take such assignment upon return to duty, provided they update their permanent bid sheet accordingly and do so prior to performing any other service and provided further that their seniority entitles them to the assignment.
 6. An engineer who is displaced during the period a new assignment or assignments are under bulletin will be permitted to take such new assignment at the next job assignment time (either 1000CT or 2000CT) provided their bid sheets are properly updated, and provided they are senior to the engineer filling such job during the bulletin period.
- C. Assignment of engineers to permanent vacancies shall be made by BNSF's Permanent Bid System. A list of all assignments at each terminal (including outlying assignments) will be made available via the permanent bid system. Any engineer holding seniority as an engineer may list any engineers' jobs on their seniority district(s) on their engineer bid sheet. The list of assignments will allow access to all information from the bulletin for the job assignment.
1. The permanent bid system will run so that any job changes will become effective, and engineers will be placed on those new assignments, at 1000CT and 2000CT. Engineers will receive courtesy notification of such changes. Engineers who are on duty or laid off, or otherwise unavailable (e.g., on assigned rest days of the previous assignment) will be deemed notified upon completion of their tours of duty or upon becoming available. (i.e., them becoming federally rested or at the end of their assigned rest days, or upon marking up.)

2. If engineers are observing FRA rest at the time a job change becomes effective, their new job will become effective at 1000CT or 2000CT. If the engineer is assigned to a pool or extra board, the engineer will be moved to that pool or extra board and begin working their way up the service board. Engineers will be provided a method to choose, up to one (1) hour after becoming FRA rested, to remain at their current spot in the pool or extra board or to take the foot-of-the-board.
- D. A job selection option will be made available to engineers that will permit them to indicate their preference of assignment(s), in the order of their preference choices. This order of preference will be known as the "permanent bid" sheet. A permanent bid sheet may be updated at any time and will be used in placing engineers in the event they are displaced and/or as permanent vacancies occur. The placement of engineers who are on duty or laid off, or otherwise unavailable (i.e., on assigned rest days of the previous assignment) at the time job selection occurs will become effective upon completion of their tours of duty or upon becoming available. (i.e., them becoming federally rested or at the end of their assigned rest days, or upon marking up.)
1. An engineer displaced from a run or assignment by a senior engineer in accordance with schedule rules and/or agreements, or by board adjustments, will be assigned to another assignment consistent with their permanent bid sheet.
 - a. In the event an engineer's permanent bid sheet is blank, or they do not have the seniority to hold any of their choices on their permanent bid sheet, BNSF will force assign the employee to an open position; if none, they will displace the junior engineer in the terminal (including outlying locations), seniority permitting.
 2. A turn added to an existing through freight pool or extra board will be considered an additional assignment, and it will be assigned to the senior engineer showing preference for the pool or extra board on their permanent bid sheet.
 3. Engineers will not be allowed to move from one turn to another within the same pool. If there are assigned rest cycles or equity agreements, movement within the pool will be handled in accordance with the rest cycle or equity agreement. Engineers will not be allowed to voluntarily move from one extra board to another extra board within the same terminal without protecting at least one start on the previous extra board.
 4. An engineer returning from a vacancy of seven (7) days or more (e.g., vacation, leave of absence, detached service, suspension, etc.) will be permitted to take the run/assignment of their choice, provided (1) they update their permanent bid sheet prior to their return to duty, and (2) their seniority entitles them to such run/assignment.

- a. An engineer displacing into through freight or extra board service will first be placed to an open turn; if none, they will displace the junior engineer on the desired pool/extra board and be placed to the bottom of the board.
 - b. In the event an engineer's permanent bid sheet is blank, or they do not have the seniority to hold any of their choices on their permanent bid sheet, BNSF may force assign the employee to an open position; if none, they will displace the junior engineer in the terminal (including outlying locations).
 - c. While on vacation, the engineer will be placed to the "vacation board". In the case of an engineer who went on vacation while working a "rest-cycle" board, they may return to their previous rest-cycle regardless of the seniority standing of the engineer who was awarded their rest-cycle while they were on vacation. If the engineer's rest-cycle turn was cut while they were on vacation, they may displace in accordance with the prevailing rest cycle agreement. If the pool does not have a rest-cycle, and they wish to return to the same pool, they will displace the junior engineer in the pool, seniority permitting.
5. If the number of pool or extra board turns is reduced, the junior engineer on that board will be removed and will be immediately assigned to the next highest position on their permanent bid sheet, seniority permitting. In the event the pool or extra board has assigned rest cycles, BNSF may reduce the rest cycle tracks as outlined by the governing rest cycle agreement.
- a. In the event an engineer's permanent bid sheet is blank, or they do not have the seniority to hold any of their choices on their permanent bid sheet, BNSF will force assign the employee to an open position; if none, they will displace the junior engineer in the terminal (including outlying locations).
- E. Known vacancies of seven (7) days or more will be considered permanent vacancies and will be assigned to the senior engineer showing the assignment on their permanent bid sheet.
- F. Vacancies other than permanent vacancies (e.g., single day layoffs, layoffs less than seven (7) days, etc.) will be filled under the prevailing collective bargaining agreement.
- G. All engineers who have held the same assignment for a minimum of thirty (30) days are entitled to a thirty (30) day bump. Thirty (30) day bumps may be requested at any time of day but will not be executed until the next job assignment change time (i.e., 1000CT or 2000CT) as outlined above.

Section IV – Held-Away-From-Home Terminal

- A. All engineers who are held at the away-from-home terminal will begin pay after 16 hours at the away-from-home terminal measured from the engineer's tie up time. Held-away time will be paid continuously until the engineer is called for service to the home terminal.
- B. BNSF will make every effort to get engineers into the away-from-home terminal before or upon the expiration of their hours of service (See NOTE below). The 16-hour threshold will continue to apply even when an engineer has to observe additional rest under the Federal Hours of Service law.
 - 1. An engineer called and released at the away-from-home terminal will continue to be on held-away from the engineer's prior tie-up time until the engineer is called to perform service to the home terminal.

NOTE: In the event BLET finds that this commitment is not being fulfilled at a particular location, the appropriate BLET General Chairman shall promptly contact the appropriate Director of Labor Relations, in writing, stating the reasons or circumstances involved. The Director of Labor Relations will promptly schedule a conference between the parties to discuss the matter and seek a resolution. The conference will include the appropriate representatives of BLET and BNSF.

Section V – Away-From-Home Meals

- A. When BNSF ties up a road engineer at a terminal other than their designated home terminal(s) for four (4) hours or more, each engineer so tied up shall receive a meal allowance of \$15.00. A second meal allowance of \$15.00 will be paid when an engineer is held an additional eight (8) hours. A third allowance of \$15.00 will be paid after being held an additional ten (10) hours. These rates will be subject to all future General Wage Increases and Cost of Living Adjustments.

Section VI – Paid Leave Handling "PRE"

- A. It is agreed that all pre-scheduled/pre-approved vacation and personal leave days will begin at 9:00 am and end at 8:59am.
 - 1. Engineers whose assignments are called to protect or assigned to protect service between 12:01 am and 9:00 a.m. on the day before any pre-scheduled/pre-approved vacation or personal leave day will not be called for that service. Instead, they will be laid off "PRE" at the time of that call for their assignment and their assignment will be filled in accordance with the current CBA.

Section VII – Paid Sick Days

- A. Engineers working under the jurisdiction of BLET will be provided five (5) days of paid sick time annually.
- B. In addition to the above annual paid sick time, each engineer working under the jurisdiction of BLET who meets the qualifying vacation requirements of the April 29, 1949 National Vacation Agreement (as amended), and the qualifying paid personal leave requirements of 2003 Memorandum of Agreement (as updated by Article IV of the November 21, 2022 National Agreement), will be permitted to:
1. Annually convert and utilize up to a maximum of three (3) paid personal leave days as paid sick time off; OR
 2. Annually convert and utilize up to a maximum of three (3) single vacation days as paid sick time off; OR
 3. Annually convert and utilize up to a maximum combination of up to three (3) personal leave days and single vacation days as paid sick time off; and

Use of paid sick time off will be subject to the reporting requirements of this Agreement as described below. There will be no duplication of payment for the utilization of paid personal leave days/single vacation days converted to and used for paid sick leave.

- C. Each engineer will be permitted to use paid sick days in a minimum of one (1) day increments. All paid sick days or personal leave days converted into sick time will be compensated at the rate of one (1) basic day at the rate of the last service performed by the engineer. Single vacation days that are converted into sick time will be paid in accordance with collective bargaining agreements.
- D. Where the use of paid sick days is not foreseeable, engineers will continue to mark-off in the manner they do currently and must do so as soon as practicable. If the need for paid sick days is foreseeable (e.g., a doctor's appointment or procedure that is scheduled at least seven (7) days in advance of the absence), the engineer's request, if possible, should be made by entering a future layoff request at least seven (7) calendar days in advance of the use of paid sick day(s).

In all instances, the request to use paid sick days will be treated as valid and granted upon the engineer's request and will not be counted in daily allocations for single day vacation/personal leave.

- E. All paid sick days will be treated as a personal leave day under BNSF's Attendance Policy and will not result in a point deduction; however, paid sick days may not be utilized on holidays recognized under the National Agreements, which currently are:

New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving Day
Good Friday	Christmas Eve (the day before Christmas is observed)
Memorial Day	Christmas Day
Fourth of July	New Year's Eve (the day before New Year's Day is observed)
Labor Day	

- F. If BNSF identifies a possible abuse pattern, and prior to any discipline being issued, the appropriate General Chairman and the General Director of Labor Relations (or their designees) agree to meet and discuss the handling.
- G. Unused paid sick days will be paid out as soon as administratively possible after the end of the calendar year, at the applicable rate of pay, or may be contributed by the engineer to their 401(k) account.
- H. The provisions of the paid sick days have no effect on and in no way alter collective bargaining agreement terms regarding paid time off and the application thereof for the engineers, including but not limited to the use of paid vacation (National Vacation Agreement and the subsequent amendments thereto), paid personal leave days when not converted and utilized as paid sick leave, paid holidays (National Holiday Agreement and the subsequent amendments thereto), or the Family and Medical and Leave Act (FMLA) and any other laws applicable to the Carrier. An engineer shall not be required to first exhaust paid sick leave before using FMLA time off. Short term disability benefits, such as supplemental sickness benefits and off-track vehicle benefits provided through a collective bargaining agreement or disability and job protection benefits that are voluntary and paid for solely by the engineer (e.g., Aflac), Railroad Unemployment Insurance Act (RUIA) sickness and unemployment benefits, do not count towards the required leave that must be provided under the provisions of this Agreement. The provisions of the paid sick time have no effect on and in no way alter RUIA or supplemental sickness benefits.

Section VIII - Work/Rest Implementation Guidelines

Section 1 – Work/Rest Pools and Extra Boards

The parties recognize the current process for manning and scheduling pools and extra boards should be modified to provide engineers more predictable work/rest schedules. The parties agree that work/rest schedules will be designed with the following principles in mind:

1. ensure availability of a sufficient number of engineers;
2. provide engineers predictable scheduled time off;
3. minimize fluctuation in earnings to the engineers;
4. minimize cost increases to BNSF; and
5. adapt to account for differences in pool/extra board size, types of assignments, and operational factors at individual locations.

- A. Consistent with the above provisions, the parties agree that the preferred/primary work/rest schedule for unassigned pool freight service will be six (6) calendar days followed by three (3) voluntary rest days (6/3), wherein the rest days rotate. Engineers will be required to give BNSF at least forty-eight (48) hours' notice of their intent to observe or not observe their rest days. (See Side Letter No. 1)
- B. The preferred/primary work/rest schedule for extra boards (road and combination road/yard) will be six (6) calendar days followed by three (3) mandatory rest days (6/3), wherein the rest days rotate.
- C. The parties will consider alternative work/rest schedules as outlined below:
- Earned rest consisting of six (6) starts followed by three (3) rest days (6/3)
 - Eleven (11) days on four (4) days off (11/4)
 - Seven (7) days on and three (3) days off (7/3)
 - Predictive Work schedule (PWS), as currently operated on the property, at select locations where traffic permits
 - Combination of six (6) calendar days followed by two (2) rest days, then four (4) calendar days followed by two (2) rest days (6/2, 4/2)
 - Home Cycle rest time for pools
 - For assigned service alternative work weeks such as (4/3 3/4) or (3/2 2/3)
 - Other work/rest schedules as may be mutually agreed upon
- D. Existing pool service that naturally provides predictable time off may remain in place unless changed by mutual consent.
- E. The parties will discuss work/rest conditions for unassigned pool service and extra boards prior to implementation of any work/rest condition changes. The parties may consider work/rest schedules as outlined in paragraph B above. If the parties cannot agree, the six (6) calendar days followed by three (3) voluntary rest days (6/3) rest cycle schedule will be established.
- F. Any pools or extra boards that currently have an existing fatigue mitigation program currently in place will have the ability to maintain their current fatigue mitigation system.
- G. If either party believes implementation, denial, or continuation of the work/rest schedule for the involved service does not meet the objectives of the work/rest principles as outlined in this Article, written objection to a Disputes Committee comprised of the BLET General Chairmen and an equal number of BNSF representatives may be filed. The Disputes Committee will meet within 20 days of the objection to resolve the issues unless other arrangements are made.

H. If the Disputes Committee is unable to resolve the dispute, it may be submitted to expedited arbitration. The party who initiated the objection to the Disputes Committee will bear the burden of proof. The Arbitrator will determine if the current work/rest schedule meets the below listed work/rest principles; and, if not, does the proposed work/rest schedule meet those principles:

1. ensure availability of a sufficient number of employees;
2. provide employees predictable time off;
3. minimize fluctuation in earnings to the employees; and,
4. minimize cost increases to BNSF.

Section IX – Turn Swap

In order to increase employee work schedule flexibility and ensure adequate staffing to meet customer expectations, the parties agree to the following:

- A. FRA rested engineers on the same board may elect to swap positions utilizing the following process:
1. Engineers who are interested in potential turn swap opportunities must “opt-in” utilizing the applicable system (e.g., Workforce Hub).
 2. Utilizing the “Turn Swap” tool in the applicable system (e.g., Workforce Hub), a rested engineer may select the engineer with whom they want to swap board position:
 - a. Only one swap request is permitted at any time.
 - b. The engineer must select the engineer they wish to swap turns with and a time period of 10, 20, or 30 minutes for the request to be responded to.
 - c. Once the request is submitted, BNSF will present the swap offer to the selected engineer. The offer will be available for the time period selected. If no action is taken, the request will automatically deny, and the engineer may submit a new request.
 - d. If the receiving engineer declines, BNSF will notify the requestor that the swap was rejected. At this point, the engineer may submit a new request.
 - e. If the request is accepted, BNSF will swap board positions, and notify both engineers of the swap (this move will permanently switch board positions, and there will be no restoration of turn at a later time).
 3. Moving up on the board via turn swap will not be available for engineers who have a pre-approved layoff or rest day scheduled within 24 hours.

4. Engineers may only utilize the swap turn function once between working trips.
5. Engineers who utilize turn swap and subsequently lay off (excluding pre-approved layoffs), excluding bona-fide/provable emergencies, will be shown as "laid off on call," and handled in accordance with BNSF's attendance policy.
6. Engineers who swap turns will be paid for the service protected (i.e., no make whole payments).

Section X – Earned Day Off

For any quarter in which an engineer achieves Perfect Attendance (as outlined below), that engineer will receive one unpaid Earned Day Off ("EDO") for use within the next qualifying quarter of eligibility determination.

- A. Perfect Attendance is defined as marked up on their assignments, working regularly, observing Rest Days, Booked Rest, or other absences that are sanctioned by Agreement (e.g., vacation, PLD). Engineers will be disqualified from Perfect Attendance status by taking non-compensated time off (i.e., laying off sick, missing a call for service, etc.).
 - i. Engineers must be in active service to qualify for the EDO.
 - ii. Engineers who are out of active service (i.e., furloughed, leave of absence, etc.) for less than thirty (30) days will retain credit for previous months worked. Any engineer who is absent from active service in excess of thirty (30) days would not retain credit for prior months worked.
- B. Engineers will notify BNSF at least 5 days in advance of the day that they intend to take an EDO.
- C. EDOs will start at 9:00 a.m. and end at 8:59 a.m. on the scheduled day. Engineers whose assignments are called to protect or assigned to protect service between 12:01 a.m. and 9:00 a.m. will be laid off "PRE" at the time of that call for their assignment and their assignment will be filled in accordance with existing pool agreements.
- D. Engineers who are working or away from their home terminal at the beginning of an authorized EDO, may request to be tied up for 24 hours immediately upon return to their home terminal or rescind their EDO request.
- E. An EDO will not disqualify an engineer from Perfect Attendance eligibility.
- F. Any EDO that is requested more than five (5) days in advance of desired day off will not be denied by BNSF. Any EDO that is denied by BNSF will result in payment of a basic day at the rate of the last service performed above and beyond all earnings without deduction therefrom and the employee will retain the EDO to be used at a later date in the qualifying quarter.

- G. EDOs confer the engineer the right to be off, not the right to compensation. The EDO may be used in conjunction with a personal leave day or a vacation day to provide the employee compensation, but the primary use of the EDO is for the engineer to secure desired time off. Use of an EDO, whether the employee chooses to use compensation or not, cannot be held against an employee for discipline, absenteeism, or attendance in any manner.

Section XI - Bereavement Leave

- A. Bereavement leave will be allowed in the case of death of an engineer's brother, sister, parents, child, grandchild, spouse, spouse's parents, half-brother, half-sister, step-brother, step-sister, step-parent, step-child, or legally adopted child. The bereavement leave will not exceed three (3) calendar days to be observed within 30 days following the date of the death. The days do not need to be used consecutively, but all days must be used within the 30-day period. During bereavement leave, the engineer will be allowed a minimum basic day's pay at the rate of the last service rendered for the number of working days lost. Engineers taking leave will make arrangements with their supervising officials in the usual manner.
- B. If there is a need to extend use beyond the 30-day period, additional supervisor approval is required.

The purpose of this Agreement is to settle all issues related to the Article V, VI and VII Notices served by either BNSF or BLET and in final settlement of the November 21, 2022 BLET National Agreement.

FOR BNSF:

RK
Rob Karov
Vice President, LR

SM
Sam Macedonio
Assistant Vice President, LR

MBL
Melissa Beasley Coke
General Director, LR

AS
Andrea Smith
General Director, LR

KM
Kathleen Maglisceau
Director, LR

FOR BLET:

MRC
R. Cunningham
Former ATSF

KJP
K. Psota
Former NP, GN, CBQ and SP&S

JLT
J.L. Thurman
Former SLSF

T.R.M.
T. Martin
Former JTD, FWD, and C&S

Side Letter No. 1 – 6/3 Rest Cycle

Section VII, Paragraph 1(A) of this Agreement states that the “preferred/primary work/rest schedule for unassigned pool freight service will be six (6) calendar days followed by three (3) voluntary rest days (6/3), wherein the rest days rotate.” (bold added)

The parties agree that if any individual pool desires, the voluntary rest days cited above may be made mandatory, resulting in a work/rest cycle of six (6) calendar days followed by three (3) mandatory rest days.

FOR BNSF:

RK
Rob Karay
Vice President, LR

SM
Sam Macedonio
Assistant Vice President, LR

MB
Melissa Beasley Coke
General Director, LR

AS
Andrea Smith
General Director, LR

KM
Kathleen Maglisceau
Director, LR

FOR BLET:

MRC
R. Cunningham
Former ATSF

KJP
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Former NP, GN, CBQ and SP&S

JLT
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Side Letter No. 2 - Lay Off Miles

On former ATSF properties, the ability to Lay Off Miles will be maintained. In accordance with the changes discussed in Section II of this Agreement, this right will be transitioned to a "Lay Off Starts" provision and language surrounding that transition will be developed by the parties.

FOR BNSF:

RK
Rob Karov
Vice President, LR

SM
Sam Macedonio
Assistant Vice President, LR

MBL
Melissa Beasley Coke
General Director, LR

AS
Andrea Smith
General Director, LR

KM
Kathleen Maglisceau
Director, LR

FOR BLET:

MRC
R. Cunningham
Former ATSF

KSP
K. Psota
Former NP, GN, CBQ and SP&S

JLT
J.L. Thurman
Former SLSF

T.R.M.
T. Martin
Former JTD, FWD, and C&S

Side Letter No. 3 – Vacation Qualification for Extra Board Employees

In reference to the provisions of Article V, Section II(b) of the 1996 National Agreement that provides that extra board employees may receive credit for up to ninety (90) calendar days they are assigned to an extra board and do not work. In the event any engineer working a work/rest extra board encounters any issues qualifying for vacation, the parties commit to meet and discuss necessary adjustments to the applicability of this National Agreement provision.

FOR BNSF:

RK
Rob Karov
Vice President, LR

[Signature]
Sam Macedonio
Assistant Vice President, LR

MBL
Melissa Beasley Coke
General Director, LR

AS
Andrea Smith
General Director, LR

KM
Kathleen Maglisceau
Director, LR

FOR BLET:

MRC
R. Cunningham
Former ATSF

KIP
K. Psota
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JLT
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Former SLSF

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Side Letter No. 4 – Use of UNB (Union Business) on Rest Cycle Extra Boards

Except where agreements provide otherwise, Local Union Officers who mark off on Union Business, who fail to perform any service during the bi-weekly period, will forfeit all guarantee for that bi-weekly period. Local Chairmen and union officers (where appropriate) marking off on Union Business will otherwise only be charged 1/15th or 1/16th of the full bi-weekly rate for each twenty-four (24) hour period, or portion thereof, they are unavailable.

FOR BNSF:

 RK
Rob Karov
Vice President, LR

 SM
Sara Macedonio
Assistant Vice President, LR

 MBL
Melissa Beasley Coke
General Director, LR

 AS
Andrea Smith
General Director, LR

 KM
Kathleen Maglisceau
Director, LR

FOR BLET:

 MRC
R. Cunningham
Former ATSF

 KSP
K. Psota
Former NP, GN, CBQ and SP&S

 JLT
J.L. Thurman
Former SLSF

 T.M.
T. Martin
Former JTD, FWD, and C&S

Side Letter No. 5 – Routine and Preventative Medical Care Days

The Parties agree to amend Side Letter #3 of the 2022 National Agreement to include the following:

- A. All engineers will be eligible for routine and preventative medical care visits in accordance the parameters set forth in Side Letter #3 of the 2022 National Agreement.
- B. Assigned service engineers who have designated on-duty times/days off (i.e. yard, local, road switcher engineers) are limited to observing a maximum of three (3) calendar days per year for routine and preventative medical care visits.

FOR BNSF:

PK
Rob Karov
Vice President, LR

SM
Sam Macedonio
Assistant Vice President, LR

MB
Melissa Beasley Coke
General Director, LR

AS
Andrea Smith
General Director, LR

KM
Kathleen Maglisceau
Director, LR

FOR BLET:

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JLT
J.L. Thurman
Former SLSF

T.R.M
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Side Letter No. 6 – System Modernization and Expediting of Discipline


System Modernization

- A. The parties agree to utilize electronic platforms for claim and grievance handling. In addition, the parties agree to discuss any future enhancements or platforms developed for claim and grievance handling. BNSF agrees to provide necessary access and training on the use of such systems, and the parties will work together on an appropriate implementation date.
- B. The parties agree to negotiate a single system discipline rule in a timely fashion that will utilize electronic platforms for all matters arising under the collective bargaining agreements, including but not limited to, employee notices, issuance of investigation notices, discipline letters, investigation transcripts and exhibits. BNSF agrees to provide necessary access and training on the use of such systems, and the parties will work together on an appropriate implementation date.
- C. The parties agree that if technical issues arise resulting in significant disruption to the claim and grievance or discipline handling process, either party may serve notice upon the other outlining the issue. The parties will meet within fifteen (15) days to discuss remedies to the issue. If the issue cannot be satisfactorily resolved within sixty (60) days following the meeting, either party may suspend the use of the electronic platform(s) until such time as the issue is resolved.
- D. It is understood that the parties agree there are certain existing technical issues with the current systems and until those are resolved to the satisfaction of the general chairmen, the system modernization will not be implemented.

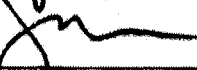
Expediting Discipline

- A. The parties have a mutual interest to provide an expedited process for the appeal and arbitration of discipline claims and grievances involving employee termination. To that end, the parties agree to meet within the next sixty (60) days to discuss potential agreement solutions, if any, for expediting such claims and grievances. The parties agree that this does not infringe on the existing rights under the Railway Labor Act.

FOR BNSF:




Rob Karov
Vice President, LR




Sam Macedonio
Assistant Vice President, LR

FOR BLET:



R. Cunningham
Former ATSF



K. Psota
Former NP, GN, CBQ and SP&S

MBL

Melissa Beasley Coke
General Director, LR

AS

Andrea Smith
General Director, LR

KM

Kathleen Maglisceau
Director, LR

JLT

J.L. Thurman
Former SLSF

T.R.M.

T. Martin
Former JTD, FWD, and C&S

Side Letter No. 7 – Mark-up from Vacations of 7-days or More

The Parties agree that the mark-up time for vacations of seven (7) continuous days or more will be adjusted from 0900 to 1100. Engineers will not be marked up prior to the 1000 job assignment time as discussed in Section III of this Agreement unless they voluntarily desire to mark up early in order to expedite their return to service.

It is understood that this provision does not apply to single-day vacations in any manner.

FOR BNSF:

TKa
Rob Karov
Vice President, LR

[Signature]
Sam Maedonio
Assistant Vice President, LR

MBL
Melissa Beasley Coke
General Director, LR

AS
Andrea Smith
General Director, LR

KM
Kathleen Maglisceau
Director, LR

FOR BLET:

MRC
R. Cunningham
Former ATSF

KJP
K. Psota
Former NP, GN, CBQ and SP&S

JLT
J.L. Thurman
Former SLSF

T.R.M.
T. Martin
Former JTD, FWD, and C&S

Agreed-To Questions and Answers

Section II – Pool Regulation

Q1: If an engineer makes a trip and makes it within 10 miles of the away-from-home terminal and is turned back to the home terminal, does that trip count as one start or two starts under start regulation?

A1: That would count as one start for board regulation purposes. An engineer must actually make it all the way to the GSL's of the AFHT in order for it to be counted as two starts.

Q2: Are combined service (deadhead to train or train to deadhead) flip trips counted as one start or two starts?

A2: Combined service flips would be counted as two starts for board regulation purposes.

Q3: When regulating pools, should outbound or inbound starts be used?

A3: All outbound starts from the home and away-from-home terminal in the pool should be counted for purposes for pool regulation.

Q4: Do starts made by make-up turns (sometimes referred to as "9999" turns or cut-in turns) count toward pool regulations starts?

A4: Yes.

Q5: May local chairmen work with BNSF to establish shorter check periods during periods of unusual traffic patterns (e.g., holidays, service interruptions, etc.)?

A5: Yes, so long as their calculations are provided to BNSF.

Section III – Permanent Bid

Q1: In reference to Paragraph C(2) how will employees choose whether they will remain in rotation on the pool or extra board, or drop to the foot of the board upon becoming FRA rested?

A1: Employees will be given an option in the workforce hub (or similar technology) to make their selection. The selection will be available for one (1) hour after the employee is deemed notified.

Section VIII – Work/Rest Implementation Guidelines

Q1: In Paragraph E it states that pools or extra boards that have current fatigue mitigation systems in place may maintain those systems. Are current daily mark systems going to remain in place?

A1: Yes.

MEMORANDUM OF AGREEMENT

Between
BNSF RAILWAY
and
BLET

In a joint effort to provide our customers with a more consistent level of service by affording predictable time off to engineers in unassigned service, the following fatigue mitigation schedule is agreed to:

The following will apply to engineers in the _____:

1. Engineers assigned to this pool will be allocated a 6/2/4/2 work/rest cycle. A work/rest cycle is defined as six (6) or four (4) consecutive days during which an engineer is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and two (2) consecutive rest days (the rest cycle). The work/rest cycle will repeat as six (6) work days followed by two (2) rest days followed by four (4) work days followed by two (2) rest day, then repeat (6/2/4/2/6/2/4/2, etc). Work/rest cycles will be advertised in three (3) month bid packs unless otherwise agreed to by BNSF and BLET. Bid packs will be bulletined to be effective on the first Monday in January, first Monday in April, first Monday in July, and the first Monday in October.
 - 1.1 Engineers are expected to utilize smart rest if needed to avoid becoming RSIA unavailable during their work cycle.
 - 1.2 When turns need to be added to, or reduced from, this pool board it will be done in a manner that balances the work/rest cycles.
 - 1.2.1 As an example of the above, if there are 3 turns "A" Rest Cycle; 3 turns with "B" Rest Cycle; 3 turns with "C" Rest Cycle and 4 turns with "D" Rest Cycle; and 1 turn needs to be cut from the extra board, the extra turn with "D" Rest Cycle would need to be cut. As a result, the junior engineer holding the turn with that rest cycle would be cut from the extra board.
2. Rest cycle days are mandatory
 - 2.1 Beginning twenty-four (24) hours before the start of a rest cycle, engineers who are scheduled to begin a rest cycle will be used, when feasible pursuant to BNSF's business needs, on assignments that are scheduled to tie up at the home terminal.
 - 2.2 Beginning twenty-four (24) hours before the start of their rest cycle, when an engineer on the board becomes first out, they may, be run around by engineers following that employee on the board if it is determined by Workforce Management that the first-out engineer could be used in service described in paragraph 2.1 of this Agreement at a later time but before the expiration of the final 24 hours of the work cycle. Once the engineer being held first out is run around by a following engineer, the first-out engineer may only be used in service described in paragraph 2.1 of this Agreement and may not be used in regular service. When runarounds occur as described in this paragraph, there shall be no runaround penalties due for any engineer.
 - 2.2.1 In the event the engineer is required to work into the start of their rest days due to manpower needs, engineers will begin their rest cycle upon tie-up at the home terminal and will have their

rest cycle adjusted to allow for the two (2) day rest cycle (not less than forty-eight (48) hours off) upon tie-up at the home terminal.

- 2.3 Engineers will not be allowed to book any other additional rest (i.e., 12 or 14 hours) at the home terminal.

3. Regulation and Exercising Seniority

- A. Successful bidders for this 6/2/4/2 work/rest service are protected from displacement for the three (3) month bid pack period. No engineer may displace these 6/2/4/2 work/rest engineers unless the engineer meets one of the following criteria:
- i. The engineer was headquartered at the terminal or outside locations protected by the terminal's engineer's extra board(s) when the bulletin was posted and the engineer is no longer able to hold any other road engineer job at the terminal or outside locations protected by the terminal's engineer's extra board(s).
 - ii. An engineer from a location other than the terminal (or outside location protected by the terminal's engineer's extra board (s) is not able to hold any position on their seniority district may displace to one of these 6/2/4/2 work/rest positions if they are unable to hold any other road engineer position at the terminal.
 - iii. The engineer was unable to access the bulletin for the duration of the bulletin period.
 - iv. The engineer is displaced from the board as a result of board reduction but is not the junior engineer in the board.
- B. If one of the above requirements is met, the displacing engineer must displace the junior engineer in the 6/2/4/2 work/rest service at the first available opportunity.
- C. Assigned 6/2/4/2 work/rest engineers will be allowed to bid to other non-work/rest engineer positions or use their 30-day bump to move out of the 6/2/4/2 work/rest service. Engineers are required to work at least one compensated trip prior to being allowed to bid off. The vacated position will be filled in accordance with the CBA.
- i. A work/rest engineer can bid out of the service and later bid back into the work/rest service to fill subsequent permanent vacancies.
4. Engineers assigned to this work/rest pool may not bid to another turn in this pool during the hold-down period.
5. Engineers assigned to this rest cycle pool who are scheduled to observe a vacation of seven (7) days or more will be allowed to adjust the start of that vacation to begin upon the expiration of the rest cycle.
- i. Engineers who desire to take advantage of this provision shall utilize slide options available through workforce hub (or similar technology). Once engineers return from vacations of seven (7) days or more and the engineer wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology). If the engineer chooses not to return to their rest cycle turn, they must exercise seniority outside of the 6/2/4/2 work/rest service.

6. This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This agreement shall take effect on _____ 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:

S. Macedonio
AVP, Labor Relations

General Chairman, BLET

Melissa Beasley Coke
General Director, Labor Relations

MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY

And

BLET

In a joint effort to provide our customers with a more consistent level of service by affording predictable time off to engineers in unassigned service, the following fatigue mitigation schedule is agreed to:

The following will apply to engineers in the _____:

1. Engineers assigned to this pool will be allocated a 6/3 work/rest cycle. A work/rest cycle is defined as six consecutive days during which an engineer is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and three consecutive rest days (the rest cycle). Work/rest cycles will be advertised in three (3) month bid packs unless otherwise agreed to by BNSF and BLET. Bid packs will be bulletined to be effective on the first Monday in January, first Monday in April, first Monday in July, and the first Monday in October.
 - 1.1 Engineers are expected to utilize smart rest if needed to avoid becoming RSIA unavailable during their work cycle.
 - 1.2 When turns need to be added to, or reduced from, this pool board it will be done in a manner that balances the work/rest cycles.
 - 1.2.1 As an example of the above, if there are 3 turns "A" Rest Cycle; 3 turns with "B" Rest Cycle; 3 turns with "C" Rest Cycle and 4 turns with "D" Rest Cycle; and 1 turn needs to be cut from the pool the extra turn with "D" Rest Cycle would need to be cut. As a result, the junior engineer holding the turn with that rest cycle would be cut from the pool.
2. Unless the engineer elects to not observe all, or a portion of, the rest cycle, mark off for the scheduled rest days will occur automatically at 0900 or upon tie-up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the engineer is available to protect service on duty at 0900 or after on the day following the last scheduled rest day. Engineers will be removed from and returned to the board based on advance calling times for the terminal.

Example: The calling time for Terminal A is 120 minutes. Engineers will be removed from the board at 0700 so they are not called for an assignment at 0900 or later. Engineers will be returned to the board at 0700 so they are available for calls at 0900 or later.

 - 2.1 Observed rest cycle days must be consecutive.

- 2.2 Engineers who elect to not observe any portion of the rest cycle must select that option in the Workforce Hub (or similar technology) not less than forty-eight (48) hours prior to the beginning of the rest cycle.
 - 2.3 Engineers who do elect to observe their rest cycle but may not need to observe all of their rest cycle, may mark up at any point following the first full twenty-four (24) hours of their rest cycle.
 - 2.4 Beginning twenty-four (24) hours before the start of a rest cycle, pool engineers who are scheduled to begin a rest day may, at their discretion, opt to place to the foot of the board (FOB) at any point prior to reaching first out.
 - 2.4.1 If, due to lack of other manpower, an engineer who has utilized FOB must be used to the AFHT in the twenty-four (24) hours prior to the beginning of their rest cycle, at BNSF's discretion the engineer may be deadheaded home upon arrival at the AFHT if possible. In the event the engineer is required to work into the start of their rest days in this instance only, engineers will have their rest cycle adjusted to allow for the full three (3) day rest cycle (not less than seventy-two (72) hours off) upon tie-up at the home terminal.
 - 2.4.2 Engineers who voluntarily choose not to utilize FOB and are used to the AFHT will begin their rest cycle following their tie-up at the home terminal. In order to keep the board in proper rotation, rest cycles will not be extended and will end as scheduled. Engineers will be allowed to voluntarily work into their rest cycle on the front end as a means to increase their earning potential.
 - 2.5 Engineers will not be allowed to book any other additional rest (i.e., 12 or 14 hours) at the home terminal.
3. Successful bidders for this 6/3 work/rest service are protected from displacement for the three (3) month bid pack period. No engineer may displace these 6/3 work/rest engineers unless the engineer meets one of the following criteria:
 - i. The engineer was headquartered at the terminal or outside locations protected by the terminal's engineer's extra board(s) when the bulletin was posted and the engineer is no longer able to hold any other road engineer job at the terminal or outside locations protected by the terminal's engineer's extra board(s).
 - ii. An engineer from a location other than the terminal (or outside location protected by the terminal's engineer's extra board(s)) is not able to hold any position on their seniority district may displace to one of these 6/3 work/rest positions if they are unable to hold any other road engineer position at the terminal.
 - iii. The engineer was unable to access the bulletin for the duration of the bulletin period. In this case the engineer must displace the junior engineer on 6/3 pool or extra board.
 - iv. The engineer is displaced from the board as a result of board reduction but is not the junior engineer on the board. In this case the engineer must displace the junior engineer on 6/3 pool or extra board.

4. Engineers assigned to this work/rest pool may not bid to another turn on this pool.
5. Engineers assigned to this rest cycle pool who are scheduled to observe a vacation of seven (7) days or more will be allowed to adjust the start of that vacation to begin upon the expiration of the rest cycle.
 - i. Engineers who desire to take advantage of this provision shall utilize slide options available through workforce hub (or similar technology). Once engineers return from vacations of seven (7) days or more and the engineer wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology). If the engineer chooses not to return to their rest cycle turn, they must exercise seniority outside of the 6/3 work/rest service.
6. This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This agreement shall take effect on _____ 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:

S. Macedonio
AVP, Labor Relations

General Chairman, BLET

Melissa Beasley Coke
General Director, Labor Relations

MEMORANDUM OF AGREEMENT

**Between
BNSF RAILWAY
and
BLET**

In a joint effort to afford predictable time off to engineers in unassigned service, the following fatigue mitigation schedule is agreed to:

Work/rest cycles will be advertised in three (3) month bid packs unless otherwise agreed to by BNSF and BLET.

1. Board Definition

- A. The _____ Pool (currently board _____) and the Engineer's Extra Board (currently board _____) will be combined into one _____ Service Board that will become the primary source of supply for protection of ID/pool service between _____ and all extra service at _____ (i.e., HOSR, STAS, filling of local/roadswitcher vacancies, etc.)
- i. When a pool engineer lays off, 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.
 - ii. Layoffs resulting in permanent vacancies as defined by applicable CBAs will continue to be handled by the terms outlined in those CBAs.
- B. Any equity between terminals or former roads will continue to be handled in accordance with current CBAs.

2. Operation

- A. Engineers will be allocated an 11/4 work/rest cycle. A work/rest cycle is defined as eleven (11) consecutive days during which an engineer is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, etc.) or performs work (the work cycle); and four (4) consecutive rest days (the rest cycle).
- i. Mark off for the scheduled rest days will occur automatically at 0900 or upon tie-up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the engineer is available to protect service on duty on or after 0900 on the day following the last scheduled rest day. Engineers will be removed from and returned to the board based on advance calling times for the terminal. When engineers return from rest days, they will be placed to the foot of the board.

Example: The calling time for Terminal A is 120 minutes. Engineers will be removed from the board at 0700 so they are not called for an assignment at 0900 or later. Engineers will be returned to the board at 0700 so they are available for calls at 0900 or later.

B. During the eleven (11) day work cycle, engineers are required to utilize smart rest following their fourth or fifth consecutive start in order to remain available under RSIA for the entirety of their work cycle. If engineers fail to utilize smart rest and become unavailable as a result of RSIA, they will forfeit their guarantee for that half.

C. Beginning at 0700 on the eleventh (11th) day of the engineer's work cycle, engineers assigned to the _____ Service Board will be placed into a "red zone" status and will be moved to a separate board that is to only be used for assignments that are scheduled to tie up at the home terminal (including but not limited to HOSR, STAS and protection of roadswitcher/local assignments). In the event there are no available non-"red zone" engineers available, engineers in the "red zone" may be required to work an out-of-town assignment. If so used, BNSF will deadhead the engineer home upon arrival at the away-from-home terminal if possible. In the event the engineer is required to work into the start of their rest days, engineers will have their rest cycle adjusted to allow for the full four (4) day rest cycle (not less than 96 hours) upon tie-up at the home terminal.

Example: Engineer Smith is scheduled to begin rest cycle at 0900 on Monday. At 0900 Sunday morning, Engineer Smith is called to work a pool job as a result of the out-of-town pool being exhausted. Engineer Smith ties back up at the home terminal at 2300 on Monday night. Engineer Smith would then be off on rest cycle until marked back to the board at 2100 on Friday night.

Note: BNSF and the Organization may work together on alternative methods for employees in the "red zone" (i.e., call windows, etc.) to ensure that these employees are properly utilized for service that will tie-up at the home terminal.

D. Observed rest cycle days are mandatory.

E. Engineers will not be allowed to book any other additional rest (i.e., 12 or 14 hours) at the home terminal.

3. Guarantee/Pay

A. Engineers assigned to the designated boards will be guaranteed at the _____ Service Board guarantee rate of _____ per pay half, including all future GWIs and/or COLAs.

B. Engineers shall have not their guarantee reduced for observing their rest days.

C. Any engineer who lays off in any non-compensated status during their work cycle shall forfeit their guarantee for that half and be paid paid actual earnings.

D. Any engineer who lays off in a compensated status (i.e., PLD, VAC day) shall have their guarantee reduced by 1/15th for calendar day, or portion thereof, that the engineer is unavailable for service.

4. Regulation and Exercising Seniority

A. Successful bidders for this 11/4 work/rest service are protected from displacement for the three (3) month bid pack period. No engineer may displace these 11/4 work/rest engineers unless the engineer meets one of the following criteria:

- i. The engineer was headquartered at the terminal or outside locations protected by the terminal's engineer's extra board(s) when the bulletin was posted and the engineer is no longer able to hold any other road engineer job at the terminal or outside locations protected by the terminal's engineer's extra board(s).
 - ii. An engineer from a location other than the terminal (or outside location protected by the terminal's engineer's extra board (s) is not able to hold any position on their seniority district may displace to one of these 11/4 work/rest positions if they are unable to hold any other road engineer position at the terminal.
 - iii. The engineer was unable to access the bulletin for the duration of the bulletin period.
 - iv. The engineer is displaced from the board as a result of board reduction but is not the junior engineer in the board.
- C. If one of the above requirements is met, the displacing engineer must displace the junior engineer in the 11/4 work/rest service at the first available opportunity.
- D. Assigned 11/4 work/rest engineers will be allowed to bid to other non-work/rest engineer positions or use their 30-day bump to move out of the 11/4 work/rest service. Engineers are required to work at least one compensated trip prior to being allowed to bid off. The vacated position will be filled in accordance with the CBA.
- i. A work/rest engineer can bid out of the service and later bid back into the work/rest service to fill subsequent permanent vacancies.
- E. Engineers assigned to this _____ Service Board may not bid to another turn on this board during the hold-down period.
- F. Engineers assigned to this _____ Service Board who are scheduled to observe a vacation of seven (7) days or more will be allowed to adjust the start of that vacation to begin upon the expiration of the rest cycle.
- i. Engineers who desire to take advantage of this provision shall utilize slide options available through workforce hub (or similar technology). Once engineers return from vacations of seven (7) days or more and the engineer wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology). If the engineer chooses not to return to their rest cycle turn, they must exercise seniority outside of the 11/4 work/rest service.
- G. When turns need to be added to, or reduced from, this pool board it will be done in a manner that balances the work/rest cycles.
- i. As an example of the above, if there are 3 turns with "A" Rest Cycle; 3 turns with "B" Rest Cycle; 3 turns with "C" Rest Cycle; and 4 turns with "D" Rest Cycle and 1 turn needs to be cut from the pool, the extra turn with "D" Rest Cycle would need to be cut. As a result, the junior engineer holding the turn with that rest cycle would be cut from the pool. If that engineer was not the junior engineer in the pool, that engineer could displace the junior engineer in the pool in accordance with 4(a)(iv) above. If more than one engineer is displaced, the senior engineer will get their first choice if the junior engineers are on different rest cycles.

H. BNSF and BLET will be jointly responsible for ensuring that the _____ Service Board is properly regulated to provide sufficient staffing to protect service.

5. Savings Clause

A. This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This agreement shall take effect on _____ 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

S. Macedonio
AVP, Labor Relations

General Chairman, BLET

Melissa Beasley Coke
General Director, Labor Relations

MEMORANDUM OF AGREEMENT

Between
BNSF RAILWAY
and
BLET

In a joint effort to afford predictable time off to engineers in unassigned service, the following fatigue mitigation program is agreed to:

1. Extra Board Engineers at _____ will be allocated a 6/3 work/rest cycle. A work/rest cycle is defined as six (6) consecutive days during which an engineer is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and three (3) consecutive rest days (the rest cycle). Work/rest cycles will be advertised in three (3) month bid packs unless otherwise agreed to by BNSF and BLET. Bid packs will be bulletined to be effective on the first Monday in January, first Monday in April, first Monday in July, and the first Monday in October.
 - 1.1 Mark off for the scheduled rest days will occur automatically at 0900 or upon tie-up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the engineer is available to protect service on duty on or after 0900 on the day following the last scheduled rest day. Engineers will be removed from and returned to the board based on advance calling times for the terminal.

Example: The calling time for Terminal A is 120 minutes. Engineers will be removed from the board at 0700 so they are not called for an assignment at 0900 or later. Engineers will be returned to the board at 0700 so they are available for calls at 0900 or later.
 - 1.2 When turns need to be added to, or reduced from, this extra board it will be done in a manner that balances the work/rest cycles.
 - 1.2.1 As an example of the above, if there are 3 turns "A" Rest Cycle; 3 turns with "B" Rest Cycle; 3 turns with "C" Rest Cycle and 4 turns with "D" Rest Cycle; and 1 turn needs to be cut from the extra board, the extra turn with "D" Rest Cycle would need to be cut. As a result, the junior engineer holding the turn with that rest cycle would be cut from the extra board.
2. Rest cycle days are mandatory
 - 2.1 Beginning twenty-four (24) hours before the start of a rest cycle, engineers who are scheduled to begin a rest cycle will be used, when feasible pursuant to BNSF's business needs, on assignments that are scheduled to tie up at the home terminal.
 - 2.1.1 Beginning twenty-four (24) hours before the start of their rest cycle, when an engineer on this extra board becomes first out, they may, be run around by engineers following that employee on the extra board if it is determined by Workforce Management that the first-out engineer could be used in service described in paragraph 2.1 of this Agreement at a later time but before the expiration of the final 24 hours of the work cycle. Once the engineer being held first out is run around by a following engineer, the first-out engineer may only be used in service described in paragraph 2.1 of this Agreement and may not be used in regular service. When runarounds occur as described in this paragraph, there shall be no runaround penalties due for any engineer.

2.1.2 In the event an engineer is required to work into the start of their rest days due to manpower needs, engineers will begin their rest cycle upon tie-up at the home terminal and will have their rest cycle adjusted to allow for the full three (3) day rest cycle (not less than seventy-two (72) hours off) upon tie-up at the home terminal.

3. Guarantee Offsets:

3.1 Engineers shall have not their guarantee reduced for observing their rest days.

3.2 Any engineer who has an unpaid layoff during their work cycle will forfeit guarantee for that pay half.

3.3 Any engineer who observes a paid layoff during work cycle will have their guarantee offset by 1/15th or 1/16th.

3.4 Engineers are expected to utilize Smart Rest in order to ensure that they do not become unavailable during their work cycle as a result of consecutive starts under RSIA. Failure to properly utilize Smart Rest as identified and becoming unavailable as a result of RSIA will result in forfeiture of guarantee for that pay half.

3.4.1 Use of Smart Rest will not result in a deduction of guarantee so long as the engineer protects their next tour of duty in keeping with current RSIA agreements.

4. Engineers exercising displacement rights to this guaranteed extra board will be handled under existing rules with regards to guarantee eligibility.

5. Engineers exercising displacement rights, or being force assigned to this guaranteed extra board, must place to an open position if there is one. Otherwise, they must displace the junior engineer on the extra board.

6. Engineers assigned to this extra board may not bid to another turn on this extra board.

7. Engineers assigned to this extra board who are scheduled to observe a vacation of seven (7) days or more shall be allowed to adjust the start of that vacation to begin upon the expiration of their rest cycle.

7.1 Engineers who desire to take advantage of this provision shall utilize slide options available through workforce hub (or similar technology). Once engineers return from vacations of seven (7) days or more and the engineer wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology). If the engineer chooses not to return to their rest cycle turn, they must exercise seniority outside of the 6/3 work/rest service.

8. This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This agreement shall take effect on _____ 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

S. Macedonio
AVP, Labor Relations

General Chairman, BLET

Melissa Beasley Coke
General Director, Labor Relations

MEMORANDUM OF AGREEMENT

Between
BNSF RAILWAY
and
BLET

In a joint effort to afford predictable time off to engineers in unassigned service, the following fatigue mitigation program is agreed to:

1. Extra Board engineers at _____ will be allocated a 6/3 work/rest cycle. A work/rest cycle is defined as six (6) consecutive days during which an engineer is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and three (3) consecutive rest days (the rest cycle). Work/rest cycles will be advertised in three (3) month bid packs unless otherwise agreed to by BNSF and BLET. Bid packs will be bulletined to be effective on the first Monday in January, first Monday in April, first Monday in July, and the first Monday in October.

1.1 Mark off for the scheduled rest days will occur automatically at 0900 or upon tie-up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the engineer is available to protect service on duty on or after 0900 on the day following the last scheduled rest day. Engineers will be removed from and returned to the board based on advance calling times for the terminal.

Example: The calling time for Terminal A is 120 minutes. Engineers will be removed from the board at 0700 so they are not called for an assignment at 0900 or later. Engineers will be returned to the board at 0700 so they are available for calls at 0900 or later.

1.2 When turns need to be added to, or reduced from, this extra board it will be done in a manner that balances the work/rest cycles.

1.2.1 As an example of the above, if there are 3 turns "A" Rest Cycle; 3 turns with "B" Rest Cycle; 3 turns with "C" Rest Cycle and 4 turns with "D" Rest Cycle; and 1 turn needs to be cut from the extra board, the extra turn with "D" Rest Cycle would need to be cut. As a result, the junior engineer holding the turn with that rest cycle would be cut from the extra board.

2. Observed rest cycle days are optional but observed days must be consecutive.

2.1 Engineers who elect to not observe any portion of the rest cycle must select that option in the Workforce Hub (or similar technology) not less than forty-eight (48) hours prior to the beginning of the rest cycle.

2.2 Engineers who do elect to observe their rest cycle but may not need to observe all of their rest cycle, may mark up at any point following the first full twenty-four (24) hours of their rest cycle.

2.3 Beginning twenty-four (24) hours before the start of a rest cycle, engineers who are scheduled to begin a rest cycle will be used, when feasible pursuant to BNSF's business needs, on assignments that are scheduled to tie up at the home terminal.

2.3.1 Beginning twenty-four (24) hours before the beginning of their rest cycle, when an engineer on this extra board becomes first out, they may, be run around by engineers following that employee on the extra board if it is determined by Workforce Management that the first-out engineers could be used in service described in paragraph 2.3 of this Agreement at a later time but before the expiration of the final twenty-four (24) hours of the work cycle. Once the engineer being held first out is run around by a following engineer, the first-out engineer may only be used in service described in paragraph 2.3 of this Agreement and may not be used in regular service. When runarounds occur as described in this paragraph, there shall be no runaround penalties due for any engineer.

2.3.2 In the event the engineer is required to work into the start of their rest days due to manpower needs, engineers will begin their rest cycle upon tie-up at the home terminal and will have their rest cycle adjusted to allow for the full three (3) day rest cycle (not less than seventy-two (72) hours off) upon tie-up at the home terminal.

3. Guarantee Offsets:

3.1 Engineers shall have their guarantee reduced by one guarantee day for each rest day, or partial rest day, observed.

3.2 Engineers are expected to utilize Smart Rest in order to ensure that they do not become unavailable during their work cycle as a result of consecutive starts under RSIA. Failure to properly utilize Smart Rest as identified and becoming unavailable as a result of RSIA will result in forfeiture of guarantee for that pay half.

3.2.1 Use of Smart Rest will not result in a deduction of guarantee so long as the engineer protects their next tour of duty in keeping with current RSIA agreements.

3.3 Any engineer who has more than two (2) unpaid layoffs outside of their rest days in a pay half (each twenty-four (24) hours period counts a separate layoff event in this context) will forfeit guarantee for that pay half.

3.4 Any engineer who observes a paid layoff during work cycle will have their guarantee offset by 1/15th or 1/16th

4. Engineers exercising displacement rights to this guaranteed extra board will be handled under existing rules with regards to guarantee eligibility.

5. Engineers exercising displacement rights, or being force assigned to this guaranteed extra board, must place to an open position if there is one. Otherwise, they must displace the junior engineer on the extra board.

6. Engineers assigned to this extra board may not bid to another turn on this extra board.

7. Engineers assigned to this extra board who are scheduled to observe a vacation of seven (7) days or more shall be allowed to adjust the start of that vacation to begin upon the expiration of their rest cycle.

7.1 Engineers who desire to take advantage of this provision shall utilize slide options available through

workforce hub (or similar technology). Once engineers return from vacations of seven (7) days or more and the engineer wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology). If the engineer chooses not to return to their rest cycle turn, they must exercise seniority outside of the 6/3 work/rest service.

8. This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This agreement shall take effect on _____ 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

S. Macedonio
AVP, Labor Relations

General Chairman, BLET

Melissa Beasley Coke
General Director, Labor Relations

MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY

And

BLET

Should the Parties agree to put a Predictive Work Schedule (PWS) fatigue mitigation process in place in any pool, the following shall be used as a template:

1. Predictive Work Schedule (Assigned Pool Service)

- A. Some percent (to be determined by BNSF after consultation with the designated BLET Representative) of the engineers assigned to the [location] consolidated pool may be provided with a Predictive Work Schedule (PWS).
- B. PWS engineers will be provided a schedule of their on-duty times for 8-13 weeks in advance. BNSF retains the right to call the PWS engineer to report for service up to two (2) hours prior to their scheduled on-duty time or two (2) hours after their scheduled on-duty time. If the PWS engineer receives no call from BNSF, the engineer is to report for duty at the end of this 4-hour window.

Example: PWS Engineer Jones has a scheduled on-duty time of February 1, 2024 at 1400. Engineer Jones is responsible for protecting any calls for service with an on-duty time between 1200 and 1600.

If no call for service is received. Engineer Jones is required to report for duty on February 2024 at 1600.

- C. These engineers will not be subject to call until their next PWS on-duty window, except in an emergency:
 - i. In case of emergency or obstructions (which includes acts of God, wrecks, washouts, derailments, fires, floods, and mud slides, etc., which interfere with the operation of trains) the Parties agree to immediately discuss how best to utilize PWS engineers if there are no trains available during their call window.
 - ii. If a PWS engineer is not used for service during the engineer's on-duty window, the engineer will be paid a round trip at the rate of their next working trip. These engineers will not be subject to call until their next PWS on-duty window.
- D. BNSF will post the bulletins to close prior to the PWS service implementation so that all employees will be provided the necessary familiarization trips prior to implementation. The bulletins will include different starting time calendars, and the

senior engineer will be assigned their highest selected calendar. In other words, a calendar may have a preferred time off depending on a holiday or weekend.

- i. If no employee bids to a PWS turn, the PWS turn will be removed from the schedule for the length of the PWS period. No employee will be forced to a PWS turn.
- E. Successful bidders for this PWS service are protected from displacement for the 8-13 week period. No engineer may displace these PWS engineers unless the engineer meets one of the following criteria:
- i. The engineer was headquartered at [location] or outside locations protected by the [location] engineer extra boards when the bulletin was posted and the engineer is no longer able to hold any other engineer job at [location] or outside locations protected by the [location] engineer's extra board; if so the engineer may displace the junior engineer on a PWS position.
 - ii. The engineer from a location other than [location] (or outside location protected by [location]) is not able to hold any position on their seniority district may displace the junior engineer on a PWS position if they are unable to hold any other road position at [location] including extra boards at [location].
 - iii. The engineer was unable to access the bulletin for the duration of the bulletin period. If one of the above requirements is met, the displacing engineer must displace the junior engineer in the PWS service at the first available opportunity.
- F. Assigned PWS engineers will be allowed to bid to other non-PWS engineer positions within the pool or use their 30-day bump to move out of the PWS service. Engineers are required to work at least one compensated trip prior to being allowed to bid off. The vacated position will be filled in accordance with existing rules.

MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY

And

BLET

In order to increase flexibility and enhance employees' work/rest schedules the parties agree to establish trip rate-based service on a variable work schedule jobs at _____ as follows:

1. Assignment(s) for trip rate-based assigned engineers may be established at _____ and may be operated in the manner prescribed hereinafter. The actual operation of this assignment will be as follows:
 - A. This agreement will only apply to designated jobs at _____.
 - B. This agreement supersedes any and all conflicting collective bargaining agreements that apply to this service at _____ terminal only to the extent outlined herein as long as this pilot is in effect.
 - C. BNSF and BLET will be responsible for the following:
 - i. Coordinating on the scheduling for the designated jobs, vacation, and rest days so every necessary shift/job is filled.
 - a. A three (3) month schedule working 12-hour workdays, on a rotating schedule, will be established and provided to the mutually agreed-upon supervisor by the local chairman at least fifteen (15) days prior to the start of any bid pack. The schedule and any adjustments will be reviewed with the mutually agreed-upon supervisor ten (10) days prior to the expiration of the prior bid pack.

Note: Acceptable rotating schedules may be 3-3; 4-3 3-4; 3-2 2-3; or any other mutually agreed to format.
 - ii. Employees who are successful bidders on this variable work schedule assignment will be assigned to a position for the entirety of the bid pack period unless they are displaced in accordance Paragraph 2 below.
 - D. The starting time brackets as outlined in the applicable Yard Schedule will not be applicable to the yard jobs operating under this agreement, but will remain applicable to all other yard jobs, including any extra yard jobs that may be called.
2. Successful bidders for this variable work schedule service are protected from displacement for length of the bid pack. No engineer may displace these variable work schedule engineers unless the engineer meets one of the following criteria:

- A. The engineer was headquartered at the terminal or outside locations protected by the terminal's engineer's extra board when the bulletin was posted, and the engineer is no longer able to hold any other engineer job at the terminal or outside locations protected by the terminal's engineer's extra board.
- B. An engineer from a location other than the terminal may displace to one of these variable work schedule positions if they are displaced and unable to hold any other position on the seniority district, and they are not able to hold any other position at the terminal, including the engineer's extra board at the terminal.
- C. The engineer was unable to access the bulletin (e.g., vacation, leave of absence, etc.) for the duration of the bulletin period.
- D. A trip rate engineer may voluntarily bid out of variable work schedule service and later bid back into the variable work schedule service to fill subsequent permanent vacancies.

3. Vacation and PLD's/Annulments

A. Scheduled weeks of vacation:

- i. For the purposed of variable work schedule service this pilot, vacation will be taken as scheduled, with consideration for sliding vacations to coincide with their scheduled rest days as possible. BNSF and BLET will coordinate on the schedules to ensure assignment coverage. Weekly vacation will be paid in accordance with the current CBA. Due to the unique nature of the 12-hour day, the parties will discuss what adjustments, if any, need to be made to vacation scheduling.

B. Single vacation days:

- i. Engineers are allowed under current CBAs to float two weeks of vacation. Single-day vacations may be used for single-day layoffs and will be paid in accordance with the current CBA. Due to the unique nature of the 12-hour day the parties will discuss what adjustments, if any, need to be made.

C. In recognition of the unique nature of alternate schedules and the 12 hour per shift model, each shift worked under the alternate work schedule will be counted as 2.7 inflated days for the purposes of vacation qualification.

D. All engineers working under this alternate work schedule will be entitled to a total of up to eleven (11) personal leave days (based on years of service).

Note: If the extra day provided for in the 2022 National Agreement is taken as a PLD, engineers may earn up to a total of twelve (12) personal leave days

- i. It is understood that no engineer will be entitled to more than 11 days of paid leave under the combination of Holiday Pay and Personal Leave Days (for Holiday qualifying jobs only).

Example: Employee X has used all 11 Holiday/Personal Leave Days prior to Thanksgiving. They would not be entitled to any payment under either the Holiday Rule or the Annulment Rule if their job was laid in on the holiday.

- ii. The number of personal leave days will be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road or yard service.
- iii. Any annulments will be paid at the applicable trip rate.

4. Vacancies and Layoffs

- A. Engineers working in this service will report for duty at the bulletined time. If the assigned engineer, through no fault of their own, is not rested for the assigned bulletin time they will not be required to report for service on that scheduled workday and will be compensated as if they had been.
- B. Variable work schedule engineers who desire to switch shifts with another variable work schedule engineer within the same terminal may do so long as the switch does not result in either engineer's shift having to be filled by extra board or either engineer becoming RSIA unavailable. Swaps executed under these conditions will not be considered a layoff.
- C. If a variable work schedule engineer arranges for another variable work schedule engineer to fill their vacancy on their assigned workday, they are required to inform Workforce Management no less than three (3) hours prior to start time of the job in question.
- D. If no replacement variable work schedule engineer can be found to fill the vacancy, the variable work schedule engineer must layoff prior to call time for the job in question so the extra board can be used to cover the vacancy.

5. Compensation

- A. Engineers will be compensated the following trip rate, subject to National Agreement provisions:

	<u>Trip Rate</u>
Engineer	\$ XXX.xx

- Note 1: These trip rates will remain subject to all future GWIs and COLAs.
- Note 2: It is understood there will be no overtime payments for time on duty under twelve (12) hours; or arbitrary/operational penalty payments made in connection with the CA Codes listed in Attachment A.
- Note 3: If there are any concerns arising out of Note 2, the GC, and LR will discuss.

- B. Engineers will be entitled to overtime for any time on duty in excess of twelve (12) hours at the applicable rate of pay.

This agreement shall take effect on _____ 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:

S. Macedonio

AVP, Labor Relations

General Chairman, BLET

Melissa Beasley Coke

General Director, Labor Relations

Attachment A - SAMPLE

In connection with Paragraph 5(A), Note 2, there will be no arbitrary/penalty payments due to employees working under this pilot agreement in connection with the below listed CA Codes:

21
22
24
32
34
CC
CP
HO
MR
PD