

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

In recognition of the mutual benefits of expediting the movement of traffic in and around Galveston, TX, the parties agree that this new pool at Galveston will protect service between Galveston and Corpus Christi, Seadrift and Temple:

1. An unassigned service freight pool, governed by existing agreement provisions, may be established at Galveston to operate between Galveston and Corpus Christi; Galveston and Seadrift; and Galveston and Temple, TX:
 - 1.1 The home terminal for the pool shall be Galveston, TX. The away-from-home terminals shall be Corpus Christi, Seadrift and Temple:
 - 1.1.1 When an engineer handles a train to Seadrift, at BNSF's discretion the engineer may be tied-up for rest at Seadrift or transported to Corpus Christi for rest without penalty:
 - 1.1.1.1 When the engineer transports to Corpus Christi for rest, the engineer will be paid 14 MS miles (for the lead at Seadrift) in addition to the Galveston – Corpus Christi trip rate.
 - 1.1.1.2 An engineer tied up for rest at Seadrift may also deadhead to Corpus for a train back to Galveston. When this occurs, the engineer is due the MS miles between Seadrift and Corpus in addition to the applicable trip rate.
 - 1.1.1.2.1 It is understood that when this occurs the engineer will not be tied up for rest more than twice at the away-from-home terminal.
 - 1.1.2 An engineer in this pool may handle his train from or to Manvel. If so used, he will be paid an additional 25 miles, and this will not be considered a duplicate time payment.
 - 1.1.2.1 This will not apply to engineers operating trains in the Galveston – Temple corridor.
 - 1.2 When called for pool service, the applicable trip rate shall apply between the home and away-from-home terminals.

1.2.1 The Trip Rate for the Galveston – Corpus trip will be established by using the existing elements in the Alvin – Corpus Trip Rate and adding 22 over-miles at the rate provided in section 10 of this agreement.

1.3 Employees in this service shall operate first-in/first-out at the home and each of the away-from-home terminals:

1.3.1 Engineers working under the terms in this agreement who are called to work or deadhead to the same objective away-from-home terminal will be positioned at the home terminal and at the away-from-home terminal based upon their home-on-duty times.

1.3.2 Until such time as this process can be automated, it will be necessary for the engineer who is runaround to contact the crew office upon tie up and request that the turn be restored ahead of the engineer who ran around it.

1.4 Operation on existing Branch lines between the initial and final terminals by crews in this service remain unchanged:

1.4.1 BNSF may require operation on additional Branch lines between the initial and final terminals based on future business considerations:

1.4.1.1 Engineers will be due MS miles for all additional miles traveled by operation of this provision.

2. Vacancies and Lay Offs:

2.1 All temporary vacancies occurring on these ID pool turns at the home terminal will be filled by the respective engineer's extra board at Galveston. In the event the respective extra board is exhausted, existing rules and agreements governing the filling of such vacancies will apply.

2.2 When engineers in this service mark up from layoff, they will be handled as follows:

2.2.1 If the turn is still on the board at Galveston then the engineer marking up from layoff will be placed back to the turn.

2.2.2 If the turn is out working or at the AFHT, the engineer marking up will be placed at the bottom of the home terminal pool board. (i.e., FIFO handling)

Note: The handling in this Section will not serve as precedent to be used by either party in any manner.

- 2.3 Extra service (e.g., build up turns, temporary vacancy created by layoff, etc.) at the home terminal shall be filled from the Galveston extra board.
- 2.4 Except in cases of emergency, engineers in this service shall lay-off and report for service at the home terminal only:
 - 2.4.1 Temporary vacancies at the away-from-home terminal shall not be filled. The vacancy shall be returned to the home terminal and assume normal rotation at Galveston.
3. Dogcatching in the Galveston – Corpus Christi corridor will be handled on the following basis:
 - 3.1 The extra list at the source of supply will be used for dogcatching trains that are tied up at or North (East) of Placedo.
 - 3.2 A rested engineer at the away from home terminal may be used to dogcatch trains that are tied up South (West) of Placedo. If so used, the following will apply:
 - 3.2.1 An engineer used to dogcatch a train bound for Corpus or Robstown will next be used to handle a train or be deadheaded back to Galveston.
 - 3.2.2 An engineer used to dogcatch a train bound for Corpus or Robstown will, if possible, be entitled to restoration of turn at Corpus.
 - 3.2.3 If an engineer used to dogcatch a train bound for Corpus or Robstown was on held-away payment when called for such service, he will once again be eligible for such payments on conclusion of his rest following the dogcatching service.
4. Dogcatching in the Galveston – Temple corridor will be handled on the following basis:
 - 4.1 Between Galveston and Bellville, including Bellville, northward, and between Temple and Bellville, including Bellville, southward, use ID pool freight engineer standing first out at Galveston or Temple.

- 4.2 Between Bellville and Galveston, including Bellville, southward, or between Bellville and Temple, including Bellville, northward, use extra board engineer at destination terminal.
5. Relocation and Equity Allocation: The parties will work together to ensure Temple engineers are provided their equity in this new pool at Galveston. Relocation benefits and equity allocation are addressed in Side Letters 1 and 2 to this Agreement.
 6. Held-away: Engineers at the away-from-home-terminal will be placed under pay at the hourly rate of the last service performed after sixteen (16) hours off duty. Pay will be continuous until placed on duty at the AFHT.
 7. Wait time: If an engineer in this pool expires under the hours of service law, the engineer shall be paid, on a minute basis, for all time consumed between the time the hours of service expired and the departure of transportation to the objective terminal.
 8. Employees 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.
 9. Employees in this service shall receive a Code 09 meal if on duty eight (8) hours or less, or a Code 72 meal if on duty in excess of eight (8) hours, for each service trip, or combined service trip.
 10. All miles run in excess of the miles encompassed in the basic day shall be paid for at the current conductor-only over mile rate. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
 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 employee.
 12. The provisions contained in this agreement are agreed to on a strictly non-referable basis and will only be applicable to the Galveston – Corpus Christi / Seadrift / Temple pool. It is understood that this agreement will not establish a precedent applicable to future assignments of this nature.

Signed on November 22, 2016 and effective November 22, 2016.

FOR THE BNSF RAILWAY CO.:

FOR THE BROTHERHOOD OF

LOCOMOTIVE ENGINEERS
AND TRAINMEN:



AVP Labor Relations
Labor Relations



General Chairman



General Director
Labor Relations

Side Letter #1 - Relocation

This letter will confirm our understanding reached in connection with the relocation benefits that may be applicable in connection with this agreement. Relocation benefits applicable to employees shall be as follows:


1. The relocation benefits as identified in Article VIII of the 1971 National Agreement.
2. In lieu of the benefits provided above, a \$12,000 allowance payable in three payments of \$4,000 payable at 12 months, 24 months and 36 months after the employee makes this election; provided, however, that the employee must, seniority permitting, hold a turn in this pool. In the event the employee fails to exercise seniority and hold the pool when seniority would permit, that employee shall forfeit any unpaid payments provided under this Section. Further, the calculation of packages as discussed below shall not be increased should an employee fail to fulfill the obligations contained herein.
 - 2.1. Additionally, employees selecting this option will be reimbursed for usual and customary closing costs for the sale of the employee's existing home and the purchase of the new home. BNSF will also pay for the move of household goods.
3. The total number of packages available pursuant to the terms of this letter shall be limited to the extent that the total number granted shall not exceed the highest number of Temple allocated turns in this pool:
 - 3.1. Additional packages will be made available if and when business levels increase and additional Temple allocated slots are sustained for 90 days.
4. The Carrier will compensate the employee up to three basic days for the purpose of house hunting:
 - 4.1. If the employee uses personal time to house hunt the Carrier will compensate the employee three basic days.
5. Engineers awarded a relocation package to Galveston may not be displaced by another engineer for three years (measured from the effective date of this agreement) unless that engineer cannot hold any position to which he is entitled (otherwise furloughed).
6. Engineers awarded a relocation package to Galveston and later displaced from the Galveston pool due to normal business fluctuations and/or mileage regulation cannot be force assigned back to the Temple seniority district for a period of three years, calculated from the time they accept the relocation package. This does not preclude an engineer from voluntarily bidding to an

engineer's position on the Temple seniority district if he is unable to hold a position in the Galveston pool. However, he/she must exercise seniority back to the pool when the position becomes available.

7. For a period of three (3) years following the date of this agreement, if BNSF completely abandons the operation of this pool and there is no work remaining at Galveston for the Temple engineer, an engineer who has accepted a relocation package makes a bona fide move back to the Temple seniority district, the engineer will be entitled to the remainder of his relocation incentive, if any, as well as moving costs for personal belongings back to Temple.
8. The Carrier has agreed to a one time offer for reverse lodging for Temple engineers which have successfully bid to the newly formed pool. The employees will be allowed reverse lodging beginning for a thirty (30) day period measured from the effective date of this agreement.

Please indicate your acceptance of this understanding by affixing your signature in the space provided below.

Sincerely,


Assistant Vice President

Accepted:


General Chairman

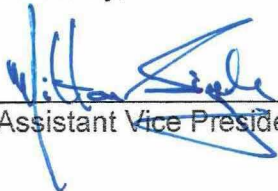
Side Letter #2 - Equity

This letter will confirm our understanding reached in connection with equity allocation that will be applicable in connection with this agreement.

1. Temple Engineers shall recover their "equity" by accepting assignments in this pool at Galveston. Temple will be entitled to 50% of the jobs operating between Galveston and Temple and Galveston will be entitled to all remaining jobs. The General Chairman and the Labor Relations General Director will discuss the number of turns to be allocated to each crew base.
2. In connection with the above, if a Temple allocated position in this pool goes no-bid, then the Galveston engineers may bid for and be awarded such positions. In addition, if a Temple allocated position goes no-bid by both Temple and Galveston engineers, the position will be force assigned from the Galveston seniority roster in accordance with existing agreements.
3. If a Galveston allocated position in this pool goes no-bid, then the Temple engineers may bid for and be awarded such positions. It is understood that this will not serve to increase the number of relocation packages and a Temple engineer working a Galveston allocated position will not be entitled to any of the relocation benefits outlined in Side Letter #1 of this Agreement.

Please indicate your acceptance of this understanding by affixing your signature in the space provided below.

Sincerely,


Assistant Vice President

Accepted:


General Chairman