

## **AGREED UPON QUESTIONS AND ANSWERS**

- Q. What handling is to be given an employee in pool service when that individual is obligated to observe either the 48-hour or 72-hour RSIA mandatory period of unavailability?
- A. That employee shall remain on his/her pool turn. Should that turn rotate to "first-out" before the employee is available, then the turn and the employee shall remain first-out until s/he is available under RSIA. It is understood that the employee may be run-around during this period without penalty.
- Q. An employee utilizes Smart Rest and, through no fault of the employee, s/he is unable to work a tour of duty prior to commencing a rest cycle. Will that employee be charged for unavailability under the Attendance Guidelines, for guarantee purposes and/or, where applicable, forfeit the rest cycle?
- A. No. So long as the reason that the employee did not work the next tour of duty was due to circumstances beyond the control of the employee.
- Q. Does the answer to the above question apply in the event the employee is displaced?
- A. Yes.
- Q. Does Section 6 of the Agreement allow BNSF to replace existing 5-day assignments in yard service with assignment configurations described under Sections 6.2 and 6.3?
- A. No. The National Agreement provisions applicable to 5-day yard service remain in effect and are not changed by this Agreement.
- Q. Section 6.4 provides for the establishment of Relief Assignments. May this Section be read to apply to regular assignments?
- A. No. Section 6.4 only applies to Relief Assignments. The intent of the parties is to maintain Regular Assignments, whenever and wherever possible, that protect only one craft/class of service, i.e., roadswitchers, locals, work trains, etc. The Relief Assignments contemplated by Section 6.4 are intended to "relieve" those regular assignments.

Q. May BNSF establish a Relief Assignment that works under road agreements for part of a tour of duty and then under yard rules for another part of that same tour of duty?

A. No. See Section 6.4.1.

Q. May BNSF establish a Relief Assignment that protects different classes of road service (roadswitcher, local, other road assignments) when it can reasonably and efficiently be avoided?

A. No, see Section 6.4.3.

Q. May BNSF establish a Relief Assignment that protects different crafts (road service or yard service) when it can reasonably and efficiently be avoided?

A. No, see Section 6.4.2.

Q. In the event BNSF does establish a Relief Assignment that protects both road and yard service, how will any yard service or road service "hold down" obligation apply?

A. An employee placing to a Relief Assignment that protects both road service and yard service is not, for purposes of any "hold down," placing to either road service or yard service. Therefore, placing to such an assignment would not impose any "hold down" obligation. However, if the employee had been subject to a "hold down" prior to placing to the Relief Assignment, placing to such a Relief Assignment shall not serve to extinguish that preexisting obligation.

Q. If an employee who is subject to a "hold down" places to a Relief Assignment that protects both road service and yard service, does the time on the Relief Assignment count toward satisfaction of the "hold down" period?

A. Yes.

Q. What does the term "active" mean in Attachments "A" and "B?"

A. For purposes of applying Attachments "A" and "B," the term "active" means a turn that is either called for service or on duty.

- Q. Do the provisions of either Attachment "A" or "B" change the application of existing agreements that prevent the displacement of engineers who are "activated?"
- A. No.
- Q. Under the provisions of Attachment "B," how will displacements to the extra board be accomplished.
- A. Displacements to the extra board are to be accomplished pursuant to existing agreement provisions.

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