MAINTENANCE OF WAY
NEW-HIRE ORIENTATION AGREEMENT

Between

BNSF RAILWAY COMPANY

And its employees represented by the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

In an effort to provide a more consistent orientation program for newly hired employees in the Engineering Track or Bridge and Building Department at BNSF, the parties agree as follows:

Section 1: Seniority

A. Unless otherwise agreed to by the parties, newly hired employees will be placed into this training program upon hire. In establishing this agreement, the parties acknowledge the importance of ensuring new hire employees become “rules qualified” in an equal and consistent manner so as to not disrupt the value and opportunity of a newly hired seniority. This agreement will otherwise cover new hire employees’ wages and expenses during the training period.

B. Newly hired employees will be listed on the seniority roster of the seniority district for which they were initially hired as of the date of first paid service. Such seniority will be established consistent with Rule 3 of the 9/1/1982 Agreement if the newly hired employee is hired for service on District 100, 200, 300, 400, or 500. If the newly hired employee is hired for service on District 600, 700, 800, or 900, then seniority will be established consistent with Rule 2 of the South Agreement.

C. BNSF will notify BMWED of each new employee hired at the time of hire and will identify the seniority district to which the new hire employee’s seniority has been assigned.
Section 2: Training

A. All new hire training will be held at the BNSF Technical Training Center (TTC) facilities. Rules qualification examinations will be conducted at the new hire training and, upon successful completion of the exam, the newly hired employees will become MWOR qualified on the same date.

B. BNSF will, to the extent reasonably possible, schedule new hire training in weeks that do not include holidays. But whenever one of the holidays specified in the BMWED Agreements occurs during new hire training, the majority of the newly hired employees may, with the concurrence of BNSF, agree on an alternate date for observance of the designated holiday.

C. BNSF acknowledges the importance of BMWED’s input to new hire training. The necessity for BMWED to provide an overview of the operation of seniority, rosters, ranks, sub-departments, seniority district territories, Region System Gang operations, bidding-bumping procedures, the assignment of BMWED Lodge structure processes and the like is recognized. Therefore, it is agreed that BMWED representatives will be afforded a reasonable opportunity (2.5 hours per new hire training session) to address the new hire employees in this regard. BNSF will provide the new hire training schedule in advance to BMWED which will include a specified date and time for BMWED representatives to address new hire employees, along with the list of new hires attending each session and the seniority district to which they have been hired.

D. At least one safety assistant or bridge safety facilitator will be afforded the opportunity to attend and, where appropriate participate, in new hire training. The safety assistant or bridge safety facilitator attending new hire training will be selected by mutual agreement of BNSF and the BMWED.

Section 3: Compensation
A. All newly hired employees will be compensated at the appropriate trackman/sectionman rate of pay, if hired into the Track Sub-department. If hired in the Bridge and Building Sub department, newly hired employees will be compensated at the Bridge and Building helper rate of pay.

B. All compensation for training during the basic eight-hour training day will be at the straight time rate of pay. If a new hire employee is required to train beyond eight hours on a regular training day or on a rest day, he/she will receive overtime for actual hours beyond eight hours on a regular training day or while on rest days. Four–ten-hour day assignments are permitted consistent with existing agreements providing for such assignments.

Section 4: Expenses

A. Initial Trip to Training/Returning Home at the end of Training: Newly hired employees will be notified of the form of transportation to be used in traveling initially to the TTC (and returning upon completion of the training), as follows:

i. If airline transportation is provided by BNSF, it will be from the airport nearest the employee’s residence. Newly hired employees will be paid mileage from residence to the designated airport and return. All time consumed in travel from residence to the airport, early arrival time, waiting time, delay time, and time required to get from the TTC location airport to the TTC lodging location etc. will be paid at the straight time rate of pay. These same provisions will apply upon returning from the TTC new hire training.

ii. If a newly hired employee is authorized to use their automobile, the approved automobile mileage allowance will be paid for roundtrip travel between their home and the TTC. Mileage will not exceed the cost of the lowest available commercial airfare. Additionally, the newly hired employee will receive travel time at a rate of 2 min./mile traveled.

iii. Meals consumed by a new hire employee while away from their residence, traveling to, returning from, or while attending the new hire training will
be either provided by BNSF or the actual cost of meals will be reimbursed to the new hire employee.

B. **Travel on Intervening Weekends:** On any intervening weekends (those weekends arising after training commences and before training ends) newly hired employees will have the following options:

i. Newly hired employees may stay in BNSF-provided lodging and receive reimbursement for the actual cost of meals over the weekend; or

ii. Newly hired employees may check out of BNSF-provided lodging and receive $275 in lieu of any other benefits (lodging, meals, per diem etc.) over the weekend.

Except as provided in Section 4, Paragraph B, newly hired employees will be reimbursed for actual cost of meals while away from their home.

C. Except as provided in Section 4, Paragraph B, if lodging is not provided by BNSF, newly hired employees will be reimbursed for actual cost of lodging while away from their home.

**Section 5: Miscellaneous**

A. All other agreement rules will apply, except as modified herein.

B. BNSF is not required to provide newly hired employees training at the BNSF Technical Training Center (TTC), but when it does the above provisions will apply. If newly hired employees are not trained at the BNSF TTC under this agreement, BNSF and the applicable general chairperson(s) will mutually agree on how newly hired employees’ seniority, expenses, and the like will be handled.

C. This Agreement is entered into on a non-precedent basis and without prejudice to the parties’ respective positions on application of the collective bargaining agreement as to the subject matter of this Agreement. It is the parties’ express understanding that this Agreement (and its application) will not be referred to in any other proceeding or forum whatsoever—whether arbitral, judicial, or other
forum (including, but not limited to Presidential Emergency Boards, fact-finding proceedings, and labor claims handling). And it is further agreed that the non-precedent and non-referable provision of this Agreement should be given the broadest possible interpretation; however, nothing in this Agreement should be read as prohibiting use of this Agreement in a proceeding to enforce its terms.

Agreed to this 23rd day of August, 2019.

For BNSF Railway:

[Signatures]
David Isom
Assistant Vice President Labor Relations

Joe Heenan
General Director Labor Relations

For the BMWED:

[Signatures]
Dennis Albers
General Chairman

David Carroll
General Chairman

Jeff Fry
General Chairman

Staci Moody Gilbert
General Chairwoman

BMWED Vice President