



BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION
of the International Brotherhood of Teamsters
BURLINGTON SYSTEM DIVISION

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April 25, 2024

BNSF Members of the Burlington System Division
BMWED – IBT

RE: BNSF New Hire Entry Rates of Pay & Rule 3D Tentative Agreement

Dear Brothers & Sisters,

Attached you will find the Tentative Agreement (TA) reached between the BNSF and the Brotherhood of Maintenance of Way Employees Division (BMWED-IBT). We are utilizing an electronic method of voting on this Tentative Agreement. You will receive a postcard with a reminder to vote, however you do not have to wait for the post card to cast your vote.

This Tentative Agreement eliminates the entry rates of pay for new hires, meaning that when they are hired on, they will be at full pay. They will no longer have to wait two years to reach full pay. Also, Rule 3 Paragraph D will be eliminated in its entirety. No longer will you be allowed to district transfer within the first sixty (60) days if you are assigned to a Regional System Gang (RSG).

You can cast your vote anytime from April 25, 2024 at 9:00 AM Central Time when the election opens to May 25, 2024 at 6:00 PM Central Time when the election is closed. At that time, votes will be automatically tallied. Using the same login, you will be able to view the election results at that time. We will notify you of the election results as well via System Messenger, Facebook and our website.

Please take the time to review this cover letter and the Tentative Agreement itself before casting your vote. If you have questions on the Tentative Agreement or the voting process, reach out to me at (309) 337-4262 or contact your Vice General Chairman. Any one of us will be glad to discuss the Tentative Agreement with you.

In Solidarity,

George Loveland
General Chairman

GLL/opeiu-12

Attachments: BNSF Entry Rates of Pay & Rule 3D TA

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Vice General Chairman
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**MAINTENANCE OF WAY
BMWED REMOVAL OF ENTRY RATES & REMOVAL OF RULE 3D (BN
AGREEMENT)**

Between

BNSF RAILWAY COMPANY

And its employees represented by the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

It is hereby agreed to as follows:

1. Effective on the first full pay period following the ratification and subsequent signature of this Agreement, newly hired employees will not be subject to the entry rates and/or the entry rate progression referred to in:
 - Appendix Z, Part 2 of the BN/BMWED Agreement (updated December 2002);
 - Appendix 12 of the South Agreement; and
 - Article 11 of the MRL Master Non-Operating Agreement

Newly hired employees under these agreements will receive the full pay rate for the position to which they are assigned. Additionally, current BNSF employees who are currently working under an entry rate will have their rate increased to the full rate for the position to which they are assigned.

2. Effective on the first full pay period following the ratification and subsequent signature of this Agreement, BN/BMWED Rule 3(D) will be eliminated in its entirety. Rule 3(D) currently reads as follows:

D. Newly hired employees assigned to System/Region Gangs will be given the option of establishing seniority dates on the seniority district where they commenced working or on the district where they reside. Newly hired employees have sixty (60) calendar days from the date of hire to make an election. [Terms and Conditions 2(c) and Letter of Agreement 3/9/94, Question 9]

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.

This document is confidential in nature. This document is a draft and contains concepts that may or may not be part of current collective bargaining agreements. Nothing contained in this document is an offer and is subject to change by either party. Additionally, the exchange of this document is based on voluntary negotiations and will not be used by either party in any future administrative and/or legal proceedings.

AGREED, this ____ day of _____ 2024.

FOR BNSF Railway:

Joe Heenan
General Director, Labor Relations

**FOR BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES:**

John Mozinski Jr.
General Chairman

George Loveland
General Chairman

Tim Bunch
General Chairman

Nate Trawick
General Chairman

Staci Moody-Gilbert
Vice President

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