

**SYNOPSIS OF BLET/MRL TENTATIVE  
AGREEMENT 2022**

The following is a synopsis of the major elements of the proposed tentative Montana Rail Link Agreement between the BLET and Montana Rail Link. It has been prepared by the BLET GCA representing the BNSF and MRL members pursuant to Section 41(a) - General Committee Rules of the BLET Bylaws and as an informational aid for the BLET members. Please note that any MRL contract item not specifically addressed below remains unchanged. A complete tentative agreement is attached and available from your Local Chairman upon request.

**A. GENERAL WAGE INCREASES:**

*Retroactive starting April 1, 2022*

- *April 1, 2022: 3.5%*
- *April 1, 2023: 3%*
- *April 1, 2024: 3%*
- *April 1, 2025: 3%*
- *April 1, 2026: 3%*

**B. SIGNING BONUS:**

- **A \$1750 signing bonus upon ratification.**

*Montana Rail Link agrees to pay a \$1750 signing bonus upon ratification.*

**C. HEALTH AND WELFARE:**

- **Stay status quo.**

*Montana Rail Link agrees to stay status quo regarding Health and Welfare.*

**D. DEADHEAD RATES OF PAY:**

- **When pool crews are deadheaded on a train will be compensated as if they operated a train. (Subject to all future GWI's).**

*Montana Rail Link agrees to compensate pools crews who are deadheaded by train the "trip rate" for that pool. (as if they operated a train)*

## Memorandum of Agreement

This Memorandum of Agreement, as set forth below, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Montana Rail Link, Inc., (the “Company”) and its employees represented by the Brotherhood of Locomotive Engineers and Trainmen Division of the Rail Conference of the International Brotherhood of Teamsters (the “Union” or “BLET”), amends the September 12, 1987, Labor Agreement between the Company and the Union, as subsequently amended by Agreements dated January 2, 1991, November 1, 1996, September 19, 2001, July 15, 2006, December 1, 2012, and July 6, 2019 (the “Labor Agreement”). This Memorandum of Agreement is in full settlement of the Union’s Section 6 Notice dated October 28, 2021, and identified as BLET ATTACHMENT A, and the parties’ desire to revise existing agreement provisions concerning rates of pay, rules and working conditions. The parties agree to revise the Labor Agreement as follows:

### **ARTICLE 4** **COMPENSATION – RATES OF PAY**

The basic hourly and daily rates of pay in effect for positions subject to the Labor Agreement as set forth in Section I, Article 4, Compensation – Rates of Pay, paragraph (C), shall be increased as follows:

- A. Effective April 1, 2022, such rates of pay in effect on March 31, 2022, shall be increased by three and one-half (3.5) percent.**
- B. Effective April 1, 2023, such rates of pay in effect on March 31, 2023, shall be increased by three (3) percent.**
- C. Effective April 1, 2024, such rates of pay in effect on March 31, 2024, shall be increased by three (3) percent.**
- D. Effective April 1, 2025, such rates of pay in effect on March 31, 2025, shall be increased by three (3) percent.**
- E. Effective April 1, 2026, such rates of pay in effect on March 31, 2026, shall be increased by three (3) percent.**

F. In determining new daily or hourly rates of pay, fractions of a cent shall be disposed of by rounding to the closest full cent (i.e., .5 cent or above will be rounded to the next higher cent, and below .5 cent will be rounded to the next lower cent). Rates of pay will be published in the revised Labor Agreement and shall replace/amend pay tables contained in the current Labor Agreement.

**ARTICLE 5**  
**HEALTH AND WELFARE**

A. The following modifications shall be made to Section IV, Article Five (C), Health and Welfare:

The carrier shall remit necessary premiums to the Insurance Carrier as may be required to maintain the Plan with the exception that each employee shall be required to make a maximum contribution to the Plan as provided in Exhibit A. The employee contribution for health care, on a pay period, pre-tax basis, shall be as follows:

	/1/
<b>Employee:</b>	<b>\$ 42.51</b>
<b>Employee + 1:</b>	<b>\$ 85.01</b>
<b>Employee + 2 or more:</b>	<b>\$127.52</b>

The premium contribution rates shown above shall be frozen and not subject to increase through December 31, 2026.

Effective on January 1, 2027, and on each January 1 thereafter, the employee contribution shall be adjusted upward or downward by the year over year percentage increase or decrease in the per-participant cost of the Plan, except that in no event shall the employee contribution rate be adjusted greater or lesser than ten (10) percent of the employee contribution rate in the preceding year.

Beginning January 1, 2027, and each year thereafter, when employee contribution rates are adjusted, the Company shall provide notice to the General Chairmen, with documentation supporting the adjustment.

**Furthermore, if no new agreement is in place before January 1, 2027, any change in employee contribution rates to be effective on January 1, 2027, and thereafter, shall be suspended until such time as a new agreement is reached and becomes effective.**

*JR*

**ARTICLE 30**  
**TRAVEL TIME**

Section II, Article 30(A)(i) shall be added:

Employees called to travel in the service of the Company, in combination with a service trip from one point to another, shall be paid actual time, on a minute basis, at the applicable pro-rata rate of the service for which traveling, with a minimum of four (4) hours, in addition to all other earnings. Employees called to travel, not in combination with a service trip, will be paid for eight (8) hours at the switcher rate.

- i. When pool crews are called to deadhead via train they will be compensated as if they operated the train. (Subject to all future GWIs.)**

**ARTICLE 7**  
**TERM AND EFFECT OF AGREEMENT**

- (A) This Agreement shall be effective **month & day, 2022** except as otherwise noted herein, and shall remain in effect until or unless changed under the provisions of the Railway Labor Act, as amended. Except as modified herein, all previous agreements remain in full force and effect.
- (B) The parties' signatory hereto shall not serve nor progress prior to **October 1, 2026** (not to become effective before **April 1, 2027**) any notice or proposal for the purpose of changing any provision contained herein, or which deals with matters presented by the parties during negotiations, and any proposals in pending notices relating to such subject matters are hereby withdrawn.
- (C) This article will not bar the Company and the Union from agreeing upon any subject of mutual interest.

SIGNED AT MISSOULA, MONTANA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS AND  
TRAINMEN**

**FOR MONTANA RAIL LINK, INC.**

KSP  
Kent Psota  
BLET General Chairman

JR  
Derek Ollmann  
President

JR

M. D. P.

**Michael D. Priester**  
**BLET Vice President**

JR

[Date]

Kent Psota  
General Chairman, BLET  
215 W. Oak Street, Suite 500  
Fort Collins, CO 80521

Dear Mr. Psota:

This has reference to our Agreement of [Date], between Montana Rail Link, Inc. ("MRL") and the Brotherhood of Locomotive Engineers and Trainmen ("BLET").

It was understood and agreed that payment of retroactive wages resulting from the application of Article I - General Wage Increases, paragraph (A) shall be made within sixty (60) days of the effective date of our Agreement.

Payment of retroactive wages will be made to all employees who had an employment relationship during the relevant time period under the existing Labor Agreement between the Company and BLET who have not resigned or otherwise terminated their employment prior to the effective date of our Agreement. For those employees who retired, applicable retroactive wages shall be paid up to the date of the retirement.

Please indicate your concurrence with this understanding by signing your name in the space provided below.

Sincerely,

I concur,

\_\_\_\_\_  
Derek Ollmann  
President MRL

*KSP*  
\_\_\_\_\_  
Kent Psota  
BLET General Chairman



[Date]

Kent Psota  
General Chairman, BLET  
215 W. Oak Street, Suite 500  
Fort Collins, CO 80521

Dear Mr. Psota:

This has reference to our Agreement of [Date], between Montana Rail Link, Inc. ("MRL") and the Brotherhood of Locomotive Engineers and Trainmen ("BLET").

It is understood and mutually agreed:

If member ratification of this Agreement takes place on or before June 30, 2022, the Company will pay a One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) ratification payment to each eligible employee. The Carrier will pay the ratification payment no later than thirty (30) days after the effective date of this Agreement. In order to be eligible for the ratification payment, an employee must have an employment relationship (i.e., active, furloughed or flex time) with the Company as of the effective date of this Agreement, and must maintain that relationship on the date on which the ratification payment is paid.

Employees on an approved leave of absence on the date on which the ratification payment is paid will also be eligible for the ratification payment, provided such employees return to service under the Labor Agreement no later than December 31, 2022. In such cases, the ratification payment will be made to such employees within thirty (30) calendar days of their return to service.

Furthermore, employees in their probationary period or in an inactive employment status due to disciplinary proceedings when the ratification payment is paid must successfully complete their probation or be returned to active employment status by a tribunal having such jurisdiction as outlined in Section II, Article 10 in the Labor Agreement, in order to receive the ratification payment. The ratification payment shall be paid to such employees within thirty (30) days of their successful completion of probation.

Please indicate your concurrence with this understanding by signing your name in the space provided below.

Sincerely,

I concur,

\_\_\_\_\_  
Derek Ollmann  
President MRL

\_\_\_\_\_  
KJP  
Kent Psota  
BLET General Chairman

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[Date]

Kent Psota  
General Chairman, BLET  
215 W. Oak Street, Suite 500  
Fort Collins, CO 80521

Dear Mr. Psota:

This has reference to our Agreement of [Date], between Montana Rail Link, Inc. ("MRL") and the Brotherhood of Locomotive Engineers and Trainmen ("BLET").

It was understood and agreed that upon ratification of the agreement between MRL and the BLET, copies of such agreement shall be published and distributed by MRL within sixty (60) days of ratification.

Please indicate your concurrence with this understanding by signing your name in the space provided below.

Sincerely,

I concur,

\_\_\_\_\_  
Derek Ollmann  
President MRL

KSP  
\_\_\_\_\_  
Kent Psota  
BLET General Chairman