

MEMORANDUM OF AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The following conditions will apply to engineers operating in freight service in the Alliance South Pool between Alliance, Nebraska, Guernsey, Wyoming and Sterling, Colorado; also in the Sterling Home Pool between Sterling, Colorado, Guernsey, Wyoming and Alliance.

1. A pool of engineers may be headquartered at either Alliance or Sterling to work in the territory between these terminals, and through Northport-Bridgeport to Guernsey. This shall be accomplished without separation of trip payments through Northport-Bridgeport subject to the following conditions.

(a) If turnaround service is operated out of Alliance, a pool engineer headquartered at Alliance will be used. It is understood that the parties may locally agree to use extra engineers for this service.

(b) If turnaround service is operated out of Sterling an extra engineer headquartered at Sterling will be used.

(c) When it becomes necessary to perform short turnaround service out of Guernsey (e.g., pick up a train that was stopped because the crew had tied up under the hours of service law) the last out rested engineer at Guernsey will be called unless otherwise agreed locally.

(d) A pool engineer headquartered at Alliance after obtaining proper rest at Sterling will stand for service or deadhead before at-home Sterling engineers, for trains called to operate Sterling to Alliance, except as otherwise specified in this Agreement.

(e) A pool engineer headquartered at Sterling after obtaining proper rest at Alliance will stand for service or deadhead before at-home Alliance engineers, for trains called to operate Alliance to Sterling, except as otherwise specified in this Agreement.

(f) When a pool engineer headquartered at Alliance is called for a trip or deadheaded to Guernsey, he will only be used to work or deadhead out of Guernsey on a train destined for Alliance except as specified in paragraph 1(c) of this Agreement.

(g) when a pool engineer headquartered at Sterling is called for a trip or deadheaded to Guernsey, he will only be used to work or deadhead out of Guernsey on a train destined for Sterling, except as specified in paragraph 1(c) of the Agreement.

2. If it becomes necessary at Alliance to call an engineer from the Alliance South Pool and an engineer from the Sterling Home Pool for the same train between Alliance and Sterling (i.e., one to work and the other to deadhead), the Alliance South Pool engineer will work and the Sterling Home Pool engineer (away-from-home terminal) will deadhead. If the same situation occurs at

Sterling, the Sterling Home Pool engineer will work and the Alliance South Pool engineer will deadhead.

3. Engineers having the same home terminal, who are at an away-from-home terminal, will be operated on a first-in, first-out basis among themselves without regard to engineers from the other home terminal. If possible and when no other trains would be delayed thereby, the first-out engineer's call may be held up for as long as 30 minutes so that he may obtain full rest and depart in his proper standing. If the first-out engineer is not rested, the next following engineer who is fully rested will be used. If there are no rested pool engineers available, then an extra engineer may be called at that home terminal to operate for one round trip under the provisions of this Agreement.

4. A pool engineer who is runaround in terminal by another engineer in the same pool with the same destination terminal, shall be allowed 100 miles at applicable rate. It is understood that the Carrier may remove an engineer from the train for which called, and place him on another train in order to prevent a "runaround" at the terminal.

5. An engineer runaround en route may upon proper written request be restored to his original position with respect to other engineers from the same home terminal, upon arrival at the next terminal where the restoration could be accomplished. In the event an engineer cannot be restored to proper turn at the away-from-home terminal (e.g., not rested), he will be restored upon proper written request at the home terminal.

6. Engineers assigned in this pool service will be permitted to lay off and report only at the home terminal of the pool turn except in cases of sickness or other personal emergency. If a pool engineer lays off account sickness or other personal emergency at the away-from-home terminal, the vacancy will be filled in the following manner:

(a) Use the demoted engineer assigned to the turn on which the engineer vacancy exists.

(b) If none, use the senior rested demoted engineer who is available at that point who is assigned on another turn with the same home terminal.

(c) If none, use an engineer from the extra board at the vacancy point and upon his arrival at the opposite terminal, then deadhead him back to his home extra board point.

7. All miles run over one hundred shall be paid for at the rate established by the basic rate of pay for the first one hundred miles or less.

8. If an engineer who is working in this pool service is tied up under the Hours of Service Act before completing the trip, he will be paid on a minute basis at the rate of 3/16 of the basic daily rate per hour applicable to his trip from the expiration of the legally permissible "on duty" hours until he arrives at (1) the fixed on/off duty point in either Alliance, Sterling or Guernsey, or (2) a location where lodging and meals are available, whichever occurs first. The provisions of Article II (Expenses Away From Home) of the June 25, 1964 National Agreement, as amended, applies to (2), above.

9. Suitable lodging (as defined in BN Labor Agreement 8/1/80) shall be provided at each of the terminals. When the lodging is 3/4 mile or more from the on- and off-duty point, the Carrier will provide suitable transportation in both directions. At such location, if transportation is not available within 30 minutes following the time the engineer is released from duty, the engineer will be paid on a minute basis at the pro rata rate of the last service (or deadheading) performed, for all time in excess of 30 minutes, until transportation is provided. If rooms are not available when an engineer arrives at lodging facility, the engineer will be paid on a minute basis, at the pro

rata rate of the last service (or deadheading) performed, for all time in excess of 30 minutes until a room is available or he commences duty or deadhead, whichever occurs first.

10. Engineers working in this service will not stop their train for the purpose of taking a meal period and will be allowed \$1.50. If an engineer is permitted to eat, when he does so he will not receive the \$1.50 in addition to pay for his trip. Existing letters of agreement BN-10/29/79C, November 1, 1979, BN-10/29/79D, November 1, 1979, BN2/4/81C-Ops 7-81, providing that engineers will be allowed payments per trip in lieu of the \$1.50 allowance specified above, remain in effect.

11. Disciplinary hearings or investigations involving an engineer in this service will normally be held at the engineer's home terminal except when there are other principals who live elsewhere. However, if the investigation is held at a location other than the engineer's home terminal, he will be paid for travel time and the time consumed by the investigation on a minute basis at the pro rata rate of pay which he received for the last previous service performed unless it is established in the investigation that the engineer was guilty of a rules violation which results in suspension or discharge. However, should an engineer lose a trip as a result of attending an investigation which does not establish a rule violation which results in suspension or discharge, he will be allowed not less than the earnings of the engineer who relieved him. Should an engineer be tied up at the location where the investigation is held the provisions of Article II (Expenses Away From Home) of the June 25, 1964 Agreement, as amended, will apply. Transportation to and from investigations held at other than home terminal will be provided by the Carrier.

12.

(a) Engineers will be furnished a locker and adequate wash room facilities at both terminals in the immediate vicinity of the on/off duty point (or transportation to and from, if not in the immediate vicinity). Size of lockers to be 21" x 18" x 72".

(b) The following items on locomotives used in this service will be maintained in proper condition:

- (i) Operable speed recorders on lead unit
- (ii) Cab heaters
- (iii) Cab weatherstripping
- (iv) Windshield and wiper
- (v) Drinking water and operable cooler
- (vi) Toiler facilities
- (vii) Working radio on operating (lead) unit.

Engineers will report defects of items listed above on proper form supplied for such purpose. Notation by engineers of defects will contain sufficient detail to enable prompt identification and correction of such defects.

13. Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of schedule agreements between the BLE and the former CB&Q Railroad or this Carrier, and the Merger Protection Agreement as implemented between this Carrier and the Brotherhood of Locomotive Engineers.

This Agreement supersedes Labor Agreement BN 11/2/78-A.

It shall become effective September 1, 1983 and remain in effect until modified or changed in accordance with provisions of the Railway Labor Act, as amended.

Signed at St. Paul, Minnesota, this 22nd day of August, 1983.

For
BROTHERHOOD OF LOCOMOTIVE
RAILROAD
ENGINEERS

For
BURLINGTON NORTHERN
COMPANY

By: General Chairman
Relations

By Director of Labor

Vice Chairman
Mack L. Glover
Jim D. Shell
William C. Keppen

Robert E. Pelava
General Chairman

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**Brotherhood of Locomotive Engineers
General Committee of Adjustment**

**BURLINGTON NORTHERN RAILROAD COMPANY
333-ON-SIBLEY STREET, SUITE 410
ST. PAUL, MINNESOTA 55101
Phone (612) 224-5441**

Mr. J. L. Russell
Director of Labor Relations
Burlington Northern Railroad Company
St. Paul, Minnesota 55101

August 22, 1983
File: BN0883ID/622, 727

Dear Mr. Russell:

This letter has reference to the Alliance-Guernsey, Sterling Guernsey and Alliance-Sterling freight pool agreement dated August 22nd, 1983.

It is my understanding that the intent and interpretation of paragraph 1 (c), (f) and (g) is as follows:

Alliance engineers pt Guernsey will be used to dogcatch westbound Alliance trains that have expired under the hours of service act.

Likewise, Sterling engineers at Guernsey will be used to dogcatch westbound Sterling trains that have expired under the hours of service act.

If you agree with the above understanding, please affix your signature below.

Very truly yours,

R. E. Pelava
General Chairman

Signed:

Director - Labor Relations

MEMORANDUM OF AGREEMENT

between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and

BURLINGTON NORTHERN RAILROAD COMPANY

IT IS HEREBY AGREED:

That the general switching limits at Sterling, Colorado, will be extended eastward on the Alliance Division 7th Subdivision from M.P. 113.63 to M.P. 112. Final terminal delay will be computed from the time train reaches M.P. 112 or is stopped behind other trains if the proceeding train is within the extended switching limits.

In the application of initial delay rules at Sterling, the phrase "train leaves the terminal" means when the train actually starts on its road trip from the track where the train is first made up. However, if the train is moved off the assembly track for the convenience of the Carrier and not with the intent of making a continuous outbound move, initial terminal time will continue until continuous outbound move is started. The continuous move is not disrupted when train is stopped to permit the lining of a switch.

This agreement will become effective as of the signing of this agreement and will remain in effect until changed under the provisions of Article II of the BLE National Agreement of May 13, 1971, or Section 6 of the amended Railway Labor Act.

Signed at St. Paul, Minnesota, this 2nd day of August, 1983.

For
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

For
BURLINGTON NORTHERN
RAILROAD COMPANY

General Chairman

Vice President Labor Relations