

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**BURLINGTON NORTHERN INC.**

**AND**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

Under the provisions of Article VIII of the Agreement dated May 13, 1971, it is agreed that interseniority district service for locomotive engineers may be established between Beardstown and Canton, Illinois, through Ipava, Illinois, exclusively for the purpose of handling coal trains from Beardstown to Duck Creek Generating Station at Dunfermline, Illinois. The following arrangements are agreed to for manning these trains.

**Section 1**

The home terminal will be Beardstown, Illinois. Canton, Illinois will be a specified tie up point for crews in this service.

**Section 2**

(a) Unit coal trains will be manned by pool engineers headquartered at Beardstown.

(b) The interseniority district service provided under this agreement will be equalized in the following manner

Beardstown to Ipava	31.66 miles
Ipava to Dunfermline	20.59 miles
Dunfermline to Canton	3.58 miles
Dunfermline to Power Plant and return	8.95 miles

In order to equalize mileage of crews operating in the interseniority district service provided in this agreement, the engineer miles run will be reviewed and adjusted by agreement between the Superintendent or his representative and the Local Chairmen of the Brotherhood of Locomotive Engineers. Such adjustments will be made at the end of the checking periods agreed upon.

(c) For the purpose of equalizing the mileage in this interseniority district service, the Carrier will furnish the Local Chairmen a statement showing the miles run by engineers in this interseniority district service not later than the 20th day (showing miles run during the first 15 days of that month) and the 5th day of the calendar month (showing miles run during the period 16th to include the last day of the preceding calendar month). Copy of these statements will also be furnished to the General Chairman.

**Section 3**

Engineers will only be relieved at Beardstown except in cases of emergency. Vacant positions of engineers relieved at Canton in emergency will be filled by engineers standing for extra service from the source of supply at Galesburg and

the extra engineer so used will be deadheaded to Galesburg as soon as possible after arrival at Beardstown.

#### **Section 4**

(a) 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.

(b) When a crew is required to report for duty or is relieved from duty at a point other than the on and off-duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the employes to their on and off-duty point.

**Note:** Suitable transportation includes Carrier-owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(c) Every employe adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May, 1936, except that for the purposes of this agreement Section 7(a) is amended to read 100 (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed five years and to provide further that allowances in Section 6 and 7 be increased by subsequent general wage increases.

(d) Any employe required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employe is changed is not more than 30 miles from his former reporting point.

(e) If any protective benefits greater than those provided in this Section are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the Carrier and employe under such agreements, in lieu of the benefits provided in this Section.

#### **Section 5**

(a) Designated lodging facilities will be the Hilltop Motel at Canton, or other facility agreed to locally. Suitable lodging as defined in Article II (Expenses Away from Home) of the June 25, 1964 Agreement as amended shall be provided for employes who are tied up at Canton, Illinois. 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 locations, if transportation is not available, within thirty minutes following the time the engineer is released from duty, the engineer will be compensated on a minute basis for all time in excess of thirty minutes at the rate of last service performed until transportation is provided. If rooms are not available when an engineer arrives at lodging facility, the engineer will be paid on the minute basis at pro rata rate paid to him for the last service performed for all time in excess of thirty minutes until a room is available.

(b) When the nearest acceptable restaurant facility at Canton is 3/4 mile or more from the designated lodging facility, Carrier will provide transportation between such restaurant facility and lodging facility and vice versa so that engineers may obtain a meal upon arrival and a meal period to departure, each trip.

(c) Engineers who are performing interseniority district service as provided in this agreement will be allowed a payment for meals of \$2.00 if they are tied up at Canton.

#### **Section 6**

Engineers working or deadheading in interseniority district service will not stop to eat on runs less than 100 miles. On runs which exceed 100 miles engineers will not stop their train for the purpose of taking a meal period and will be allowed \$1.50. If an engineer is delayed for any cause, he will be permitted to eat, and when he does so he will not receive the \$1.50 in addition to pay for his trip.

#### **Section 7**

If an engineer performing service on this interseniority district assignment who is not already on overtime does not complete his trip within the hours provided under the Hours of Service Act, he will be paid on a minute basis at the rate of 3/16 the basic daily rate per hour applicable to his trip from the expiration of the permissible "on duty" hours until he has arrived at (1) terminal to which he was called, (2) his home terminal, or (3) a location where lodging and meals are available. The provisions of Article II (Expenses Away from Home) of the June 25, 1964 Agreement, as amended, apply to Item (3) above.

#### **Section 8**

Disciplinary hearings or investigations involving an engineer will be held at the engineer's home terminal, except when the majority of the witnesses who are to be called live elsewhere. If the investigation is held at a location other than the engineer's home terminal, he will be paid 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. Should an engineer lose a full roundtrip as a result of attending an investigation which does not establish a rule violation which results in suspension or discharge, he will also be compensated the equivalent of 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. Travel to attend investigations will not be subject to payment under any rules applicable to "deadheading."

#### **Section 9**

Engineers who are required to deadhead over the expanded districts provided in this agreement will be provided with reasonable comfort while so deadheading. Whenever an engineer is required to deadhead -on a freight train, a caboose that has comfortable seating for both the working crew of the train and employes being deadheaded will be provided. No more than one crew will be dead-headed on the working caboose of the train.

#### **Section 10**

In the application of initial terminal delay rules, 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

a train is stopped to permit the lining of a switch or because the block is against them.

#### **Section 11**

(a) Galesburg engineers equalizing miles will be furnished lockers and adequate washroom facilities at Beardstown. Size of lockers to be 21" x 18" x 72".

(b) The following items on engines used in interseniority district service will be maintained in proper condition:

- (a) Operable speed recorders on lead unit
- (b) Cab heaters
- (c) Cab Weatherstripping
- (d) Windshield and wiper
- (e) Drinking water
- (f) Toilet facilities

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.

#### **Section 12**

When this interseniority district service is established, engineers will not be expected to qualify themselves over territory with which they are not acquainted on their own time. The Carrier will provide pilots, who shall be engineers from the engineers' working list when available for such service, or will pay engineers on a mileage basis to make qualifying trips. The Carrier will determine the number of trips an engineer should make to become qualified.

#### **Section 13**

If any agreement is reached in negotiations between the Brotherhood of Locomotive Engineers and the National Railway Labor Conference which amends Article VIII of the May 13, 1971 Agreement and such amendments improve the conditions provided for in this agreement those provisions will supersede the provisions of this agreement.

#### **Section 14**

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, and the Merger Protection Agreement as implemented between the Carrier and the Brotherhood of Locomotive Engineers, except as herein provided.

This agreement shall be effective on date signed, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at St. Paul, Minnesota, this 10th day of March, 1976.

For the  
BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS:

For the  
BURLINGTON NORTHERN INC:

General Chairman

Vice President-Labor Relations

**MEMORANDUM OF AGREEMENT**

**between**

**BURLINGTON NORTHERN RAILROAD COMPANY**

**and**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**IT IS AGREED:**

Unit coal train service from Freeman Coal Company's Crown 2 Mine at Virden, Illinois to CILCO Generating Plant at Somer, Illinois may be operated between Beardstown and Canton, Illinois (interchanged to and from TP&W) under the provisions of BN Labor Agreement 3/10/76 (copy attached), establishing interseniority district service between Beardstown, Illinois and Dunfermline, Illinois.

BN Labor Agreement 3/10/76 is modified for purposes of the new service as follows:

**Section 2**

(b) The interseniority district service provided under this agreement will be equalized in the following manner:

Beardstown to Ipava	31.66 miles	(Missouri District)
Ipava to Canton	24.17 miles	(Illinois-Wisconsin District)

Equalization of mileage between the two seniority districts will be accomplished under the provisions of Memorandum of Agreement between Burlington Northern Railroad Company and Brotherhood of Locomotive Engineers, Division 665 and Division 644-G, dated June 1, 1981 (copy attached).

This agreement shall be effective on date signed, and shall remain in effect until modified or changed in accordance with provisions of the Railway Labor Act, as amended.

Signed at St. Paul, Minnesota, this 18<sup>th</sup> day of June, 1984.

BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

BURLINGTON NORTHERN RAILROAD  
COMPANY

General Chairman

director of Labor Relations