

**MEMORANDUM OF AGREEMENT**

**between**

**BURLINGTON NORTHERN RAILROAD**

**and**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

Pursuant to Article VIII, BLE May 13, 1971 Agreement the parties agree that Interim interdivisional freight service may be established between Greybull, Wyoming, and Casper. Wyoming.

The following conditions will apply:

**Section 1.**

A pool of engineers will be established and maintained at each home terminal sufficient to take care of traffic in the manner prescribed hereinafter with the understanding that the total number of engineers in the pools will be adjusted so that the pools will average between 3500 and 3900 line miles per month.

**Section 2.**

At each terminal an engineers' board having an "active" and "inactive" List will be maintained in the manner described below:

(a) The active list at each terminal will be the list from which engineers will be called in turn to man trains operating to the other terminal.

(b) The inactive list will be a list of engineers who are at their home terminal and have not been advanced to the active list.

(c) Each engineer arriving at his home terminal will be placed at the bottom of the inactive list.

(d) Each engineer arriving at his away-from-home terminal will be placed at the bottom of the active list.

(e) Each inactive list will have a quota which will be established in the following manner:

The Local Chairman and Superintendent will cooperate in determining the number of engineers which should normally be on the active list. The quota will be the difference between the number of engineers assigned at that terminal and the number established by the Carrier for the active list.

(f) If on the arrival of an engineer at his home terminal the number of engineers on the inactive list will exceed the quota the engineer at the top of the inactive list will be immediately moved to the bottom of the active list.

**EXAMPLE:**

At Greybull there are four engineers assigned. The number of engineers designated for the active tint is two. An engineer whose home terminal is at Greybull arrives when there are already two engineers on the inactive list. The top engineer on the inactive list will immediately be moved to the bottom of the active list since if this were not done, there would be three engineers on the inactive list which would exceed the quota.

**Section 3.**

(a) Engineers will be called first-in, drat out from the active list at each terminal provided that the fires-out engineer has had full rest under the Hours of Service Act. 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 thirty minutes so that he say obtain full rest and depart in his proper standing. It the first-out engineer does not have full rest, the next following engineer who la fully rooted will be used. If there are no engineers available with full rest on the active list. than the first-out engineer from the inactive list with full root will be called. Should there be no engineers on either the active or inactive lists who are fully rested. then an extra engineer may be called at the home terminal to operate for one round trip. The use of engineers as described in this paragraph will not be construed as runarounds.

(b) Engineers operating in intraseniority district service who are runaround by another engineer who is used in intraseniority district service shall be allowed 100 miles at the applicable rate fur each time lie is runaround at the terminal and shall retain his position on the board. It is understood that the Carrier say remove an engineer from the train for which called and place his on another train in order to prevent runaround at the terminal.

**Section 4.**

Engineers will only be relieved at their home terminal except in cause of emergency:-, Vacant positions of engineers relieved at the distant terminal in emergency will be filled by engineers standing for extra service from the source of supply at the distant terminal and the extra engineer so used will be deadheaded to leis home terminal as soon as possible after arrival at the opposite terminal.

**Section 5.**

The mileage on the intraseniority district service is a as follows:

Greybull - Bonneville	99.8 miles	(49%)
Bonneville - Casper	104.0 miles	(51%)
Total	203.8 miles	(100%)

For pay purposes, the letter dated Sept. 24, 1984 attached hereto remains in effect

It is understood that this pool will operate as close as possible on a 50-50 equalization between each terminal.

Due to interim service and minimal mileage differential, no equalization of mileage is contemplated.

#### **Section 6.**

Except in case of emergency (emergency manning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains), engineers assigned to work in this intraseniority district service will nor be use) for short service between the two established terminals. Short turnaround service, short trips from either of the two terminals to intermediate points, and work train or wrecker service will be provided by the unassigned page or the extra list which wool) have usually provide) the service. Engineers assigned to work in the intraseniority district service who are used in other dean en emergency as scared above to provide ocher service, or who are allied, perform service, and subsequently tied up before departing the terminal, will be paid nut lees than they would have earned had they remained on their pool turn.

#### **EXAMPLE 1:**

Engineer used In short service in other than emergency. Goes to foot of arrive or inactive list upon return. Paid 175 miles for short service. Is entitled to difference between 125 miles paid end 203.8 intraseniority service miles, or 78.8 miles.

#### **EXAMPLE 2:**

Engineer is called, performs service on the assignment celled for from 1:00 p. m. to 4:30 p. m, and is then tied up before departing the terminal. Will be paid 202.7 miles and be placed at the foot of the active or inactive lint. Such provision is not applicable in event an emergency condition erases after time of call.

When it becomes necessary to use an engineer assigned to intraseniority district service under clue above-described conditions the lest-out fully rested engineer on the inactive leer viiii be used except where other arrangements ere agreed to locally.

#### **Section 7.**

All miles run over one hundred shall be paid for at the race established by the basic rate of pay for the first one hundred miler or leas

#### **Section 8.**

(a) At arch of the terminals provided for in this agreement Burlington Northern agrees that suitable lodging as defined in BN Labor Agreement 8/1/80, shall be provided for engineers who are at their away-from-home terminal. When the lodging is 3/1 mile or more from the on and off-duty point, the Carrier will provide suitable transportation in both directions. At such locations, if transportation to not available within thirty minutes following the time the engineer- is released f ran duty, the engineer will be compensated on a minute balls for ell time in excess of the chesty minutes at the rate of last service performed until transportation is provided. If a room it not available when engineer arrives at lodging facility he will be paid on the minute basis for all time seating in excess of thirty minutes at the pro rate at the rate of last service performed until room is available.

(b) At the away-from home terminals under this agreement, when the nearest acceptable restaurant facility is 3/4 mile or more from the designated lodging facility. Carrier will provide transportation between such restaurant facility end lodging facility and vice versa to that engineers may obtain a meal upon arrival and a meal prior to departure, each trip.

(c) Engineers who are performing intraseniority district service will be allowed a payment for meals of \$2.75 if they are held at the away-from-home terminal four hours and will be allowed an additional \$2.75 after being held at the away-from-home terminal an additional eight hours.

If held twenty-eight hours, or more, they will be allowed an additional \$2.75.

#### **Section 9.**

Engineers working in intraseniority district 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.

#### **Section 10.**

When an engineer in intraseniority district service has been called at his home terminal he will remain the same position relative to other engineers having the same home terminal except when he will not be available for service at the away-from-home terminal under the provisions of Section 3 of this agreement. When an engineer has been called to perform service he will be run or deadheaded to the opposite terminal except in emergency conditions which prevent the operation of trains from terminal to terminal.

#### **Section 11.**

If an engineer performing intraseniority district service who is not already on overtime does not complete his trip within the twelve 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) the 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. This Section 11 is not intended to pre-empt the provisions of Section 10 of this agreement.

#### **Section 12.**

Disciplinary hearings or investigations involving an engineer in this intraseniority district service 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 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. Should an engineer lose a full round trip 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 provision 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 13.**

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 engineer being deadheaded will be provided. If such provisions

era not met, except in emergency conditions the engineer will not be required to deadhead on the freight train.

**Section 14.**

In the application of the 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 will not be disrupted when train is stopped to permit the lining of a switch or because the block is against them.

**Section 15.**

(a) Engineers will be furnished lockers and adequate washroom facilities. Size of lockers to be 21" x 18" x 72".

(b) The following items on engines used in this intraseniority district service will be maintained in proper conditions:

- (a) Cab heaters
- (b) Cab weatherstripping
- (c) Windshield end Wiper
- (d) Drinking water
- (e) Toilet facilities
- (f) Working radio
- (g) Working speed recorder

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 each defect.

**Section 16.**

Engineers will not be expected to qualify themselves on their own terms over territory with which they are not acquainted. Since service off their seniority district is required, engineers force assigned will also not be required to qualify on their own time regardless of seniority date. 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 17.**

It is understood that the extended through freight runs referred to herein are bona fide through freights, and it is not intended that these runs be required to perform station or industry switching. If, however, such service is required, engineers will be allowed the additional time consumed with a minimum of one hour at the pro rata rate for each occurrence in addition to all other compensation for the day or trip.

**Section 18.**

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 19.**

Nothing contained herein shall be construed as modifying, amending, or superseding any of the provisions of schedule agreements and the Merger Protection Agreement as implemented between the Carrier and the Brotherhood of Locomotive Engineers except as herein provided.

This agreement is effective per letter dated September 24, 1984 (attached hereto), and may be cancelled as provided for in that letter by 15 days written notice by either signatory party.

Signed at Billings, Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

BURLINGTON NORTHERN RAILROAD

\_\_\_\_\_  
General Chairman

\_\_\_\_\_  
Director - Employee Relations