

MEMORANDUM OF AGREEMENT

between the

BURLINGTON NORTHERN RAILROAD CO.

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Division 727 - Sterling, Colorado

and

Division 940 - Denver, Colorado

Modifying Section 2 of the Sterling-Denver Interdivisional Agreement dated February 28, 1978.

With the effective date of this Agreement, the Sterling-Denver Interdivisional Pool will operate with an "active" and "inactive" list at both terminals, Sterling and Denver, Colorado.

Section 1. At each terminal an Engineers Board having an "active" and "inactive" list will operate in the manner described below:

(a) Pool Engineers referred to in Sections below include Extra Board Engineers and Build Up Engineers except in Section 2, Note 1.

(b) The active list at each terminal will be the list from which Engineers will be called, in turn, to work or deadhead to the other terminal (except as otherwise provided in Sections 2 and 3 hereof).

(c) The inactive list will be a list of Engineers who are at their home terminal but who have not been advanced to the active list.

(d) Each Engineer arriving at his/her home terminal will be placed at the bottom of the inactive list .except when he/she has "bypassed" some other Engineer who is entitled to "restoration of turn", under Section 2(e) hereof. When an Engineer arrives at his/her terminal "out of turn" he/she must register that fact (advising the caller) upon arrival and he/she will then be marked up on the active or inactive list in the proper place. See example #2 following Paragraph

(e) Except when he/she arrives "out of turn", each Engineer arriving at his/her away-from-home terminal will be placed at the bottom of the active list even though this will result in exceeding the "quota" established under the provisions of Paragraph (f) below.

(f) The number of Engineer positions (i.e., "quota") that will "normally" be on the active lists at Denver and Sterling will be initially determined and later changed (from time to time as service requirements and crew availability changes) by the Superintendent or designated Carrier officer, with approval of the involved BLE Local Chairmen. This quota may be different at each terminal.

(g) The number of Engineer positions (i.e., "quota") on the inactive list will be the difference between the number of Engineer positions with that home terminal and the number on the active list.

(h) When an Engineer ties up at his/her home terminal (except when he/she arrives "out of turn") and adding him/her to the inactive list causes that list to exceed its current quota, the first-out Engineer on the inactive list will be immediately moved to the bottom of the active list. If the Engineer arrives at his/her home terminal "out of turn", he/she will be marked up in accordance with Paragraph (d) as soon as the proper order of mark up can be determined.

EXAMPLES FOR THE APPLICATION OF THIS SECTION 1:

E-1. At Denver, there are ten pool Engineers assigned. The quota for the active list is six at that time and the inactive list quota is therefore four. A Denver Engineer ties up there at a time when there are already four Engineers on the inactive list. The first-out Engineer on the inactive list will be immediately moved (i.e., marked up) to the bottom of the active list since if this were not done, there would have been five positions on the inactive list (which would exceed the quota).

E-2. At Denver, the active board stands as follows at the time a decision is made to deadhead a Sterling Engineer to his/her home terminal "out of turn" (in order to reduce the number of away-from-home crews):

1. Denver Pool #4
2. Denver Pool #5
3. Sterling Pool #7
4. Denver Pool #8
5. Denver Pool #6

Sterling Pool #7 is then called to "deadhead out of turn" on the train on which Denver Pool #4 is the working crew. Sterling Pool #7 is not to be marked up on the inactive list at Sterling until Denver Pool #5 arrives and marks up on the active list at Sterling.

E-3. At Denver, the active board stands as follows at the time a decision is made to deadhead a Sterling Engineer (for the same reason as Example No. 2).

1. Sterling Pool #2
2. Denver Pool #4
3. Denver Pool #5
4. Sterling Pool #3
5. Denver Pool #6

Sterling Pool #3 is then called to "deadhead out of turn" on the train on which Sterling Pool #2 is the working crew. This "deadheading out of turn" pre-empts the usual "first crew deadheads-second crew works" principle. However, if it should happen that Sterling Pool #2 is not rested, the provisions of Section 3(b) would reverse the working or deadheading order.

Section 2.

(a) Engineers will be called first-in, first-out from the active list at each terminal provided that the first-out crew 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/she may obtain full rest and depart in his/her proper standing. If the first-out Engineer does not have full rest, the next following Engineer who is fully rested will be used. If there are no Engineers available with full rest on the active list, then the first-out Engineer from the inactive list will full rest 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 full trip. The use of Engineers as described in this paragraph will not be construed as runarounds. Buildup Engineer turns out of either of the home terminals will be deadheaded to their home terminal upon arrival at the away-from-home terminal.

EXCEPTION: It is agreed that Engineers can be deadheaded specifically from their home terminal to the away-from-home terminal to handle trains with at least eight hours left to work, on arrival, back to their home terminal as long as there is no Engineer rested or there is no Engineer at the away-from-home terminal with sufficient time to make the trip.

(b) Subject to the exceptions contained in this Agreement, pool Engineers who are not called to report for duty or deadheading in the order of their proper standing will be allowed 100 miles at the applicable rate of pay (or, if greater, the difference in earnings for the proper trip(s), until his/her arrival at the next terminal where restoration can be accomplished), for each time another Engineer in the same service is improperly called to report before (i.e., in advance of) him/her and he/she shall continue to retain his/her position until properly called. Engineers entitled to such payment will be entitled to "restoration of turn" under the provisions of Paragraph (d) of this section. It is understood that the Carrier may, without penalty, remove an Engineer dead from the train for which called and place him/her on another train or deadhead him/her.

(c) When a pool Engineer qualifies for any payment under Schedule Rule 33(a), (b) and (c), captioned "called and Not Wanted" and "Called, Performa Service and Not wanted", respectively, he/she will continue to stand first out, instead of last out. When he/she has performed some service or has been called and released under that rule and is returned to the first-out position, he/she will not be called for service again until he/she is rested (except he/she may be called to deadhead to his/her home terminal before rested) and, in such event, he/she will be allowed not less than 100 miles for the call and release, and it is recognized that other Engineer(s) may be called around him/her without penalty while he/she is resting.

NOTES:

(1) The provisions of this paragraph do not apply to individual Extra Engineers when the call and release occurs at their Extra Board terminal; but instead, such Extra Engineer will be handle (and paid) in, accordance with applicable schedule agreement rules.

(2) It is understood that when as Engineer has been called and released in a manner that did not interrupt his/her "rest" under the Hours of Service Act, then the Engineer retains his/her position and are already rested (i.e., he/she does not require an additional 8 hours rest before being subject to another call).

(d) A pool Engineer whose rotation is affected by the provisions of Section 2 and 3 shall be restored to proper turn (i.e., original rotation) at the next terminal if possible (if this is as away-from-home terminal and the Engineer is not rested is time to be restored, he/she will be restored to turn upon arrival at the home terminal) if he/she does not tie up at the final terminal in the same original order-of-standing that he/she had when last called at the home terminal.

Each Engineer arriving at either terminal will be marked up at the bottom of the list except when he/she is entitled to "restoration of turn" or when he/she has bypassed some other Engineer who is entitled to restoration of turn under the provisions of this Section.

(e) When a pool Engineer is deadheaded out of one terminal via a mode other than a freight train, any question about being bypassed by a working pool Engineer, or vice versa, shall be determined on the basis of their proper order at the initial terminal.

Section 3

(a) Pool Engineers may be called to "deadhead out of turn" from their away from-home terminal, at any time after their arrival, regardless of their standing in relation to at-home Engineers and the normal pool rotation, except they must be called first-in/first-out in relation to other pool Engineers with the same home terminal. Not more than two away-from-home terminal Engineers may be called consecutively, under this provision, before calling an at-home Engineer. (See Examples No. 2 and 3 under Section 1.)

(b) When two pool Engineers are called for the same train (one to work and one to deadhead), if one of the Engineers is not rested and the other one is rested, the rested Engineer will work the train and the unrested Engineer will deadhead. Otherwise, applicable BLE-CB&Q schedule rules will apply.

Section 4

(a) This interdivisional pool will operate on a mileage basis of 3600-3800 line miles, and be averaged at 3700 line miles if adjustments are made for regulation purposes. Any imbalance of 20 or more trains will be corrected on first available board change per agreement by Local Chairmen.

(b) On Monday of each week, the Carrier will furnish the involved Local Chairmen a weekly report showing line miles run by Engineers from each home terminal during the last seven (7) day period, and adjustment will be made at 11:00 a.m. of the same day at Denver, Colorado, unless otherwise agreed locally. For the purpose of adjusting the miles, the previous seven days will be used to adjust the number of turns in the pool.

Section 5.

Normally, Engineers working or deadheading via freight train in this interdivisional pool service will not be permitted to stop their train for the purpose of taking a meal but, instead, will be allowed \$3.85. However, if an Engineer requests to be permitted to leave his/her train in order to eat en route and if he/she is granted permission to do so, he/she will not be entitled to the \$3.85 allowance. If the meal allowance of \$3.85, now provided for in the National Agreement pertaining to expenses away-from-home is subsequently increased, the amount provided for in this paragraph will be increased to the same extent.

Section 6.

On the effective date of this Agreement, the Local Agreement dated January 15, 1985, providing for the operation of this Interdivisional Pool, is cancelled.

This Agreement will be effective on January 13, 1986, and will continue in effect subject to cancellation on fifteen (15) days notice by either signatory party upon the other, with the understanding this Agreement is reviewed after this Agreement is in effect 90 days by the involved BLE Local Chairmen and the Designated Carrier Officer.

Signed on this the 10th day of January, 1986

Local Chairman - BLE 727
Division Superintendent

E.M. Martin, Colorado

Local Chairman - BLE 940

BURLINGTON NORTHERN

176 East Finn Street
St. Paul, Minnesota 55101

LABOR RELATIONS DEPARTMENT

Telephone (612) 203-2121

Mr. W. M. Dunegan
General Chairman
Brotherhood of Locomotive Engineers
1003 Pioneer Building
St. Paul, Minnesota 55101

March 3, 1978

File EF-86(i)-2
(Sterling-Denver)

Dear Mr. Dunegan:

Please refer to your letter of January 20, 1978, regarding agreement providing for the unit coal train operation in interseniority district service between Sterling and Denver, Colorado.

The signed agreement, which was left in my office, has been designated BN Labor Agreement 2/28/78. A copy is attached for your files. As per verbal concurrence, the effective date is March 16, 1978.

Sincerely,

A.E. Egbers

Attachments

3/6/78 Cys. to: A. D. Hinze, LC 940
 W. E. Pedersen, LC 727

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 Sterling and Denver, Colorado, through Brush, Colorado, primarily for the purpose of handling coal trains from Wyoming to points in Colorado and Texas. The following arrangements are agreed to:

Section 1

Terminals will be Sterling and Denver, Colorado.

Section 2

(a) Unit coal trains will be manned by a separate pool of engineers headquartered at Denver and Sterling. Allocations of engineers will be accorded in this pool as follows:

	Nebraska Seniority District (Denver)	Wyoming Seniority District (Sterling)
1 engineer	1	0
2 engineers	1	1
3 engineers	2	1
4 engineers	3	1
5 engineers	4	1
6 engineers	4	2
7 engineers	5	2
8 engineers	6	2
9 engineers	6	3
10 engineers	7	3
More than 10 engineers	(same proportions)	

(b) Assignment of engineers in this service will be established and maintained by agreement between local Carrier officers and local chairman of the Brotherhood of Locomotive Engineers.

(c) The interseniority district service provided under this agreement will be equalized in the following manner and the allocations set forth in (a) above may be altered for this purpose:

Sterling to Brush	37 miles	30%
Brush to Denver	84 miles	70%

In order to equalize mileage of crews operating in interseniority district service provided in this agreement, the engineer miles run will be reviewed and adjusted by agreement between local Carrier officers and the local chairmen of the Brotherhood of Locomotive Engineers.

Section 3

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

Section 4

(a) Except in cases of emergency (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains), engineers assigned to work in the interseniority district service-will not be used 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 unassigned pool or extra list which would have usually filled such service.

(b) Engineers assigned to work in interseniority district service who are used in other than an emergency as stated above to provide other service will be paid not less than they would have earned had they remained on their pool turn.

Section 5

(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 an engineer 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 herein, the Carrier shall authorize and provide suitable transportation for the engineers to their on- and off-duty point.

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

(c) Every engineer 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 Sections 6 and 7 be increased by subsequent general wage increases.

(d) Any engineer 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 employee 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 engineers under such agreements, in lieu of the benefits provided in this Section.

Section 6

(a) Designated lodging facilities are presently Cosmopolitan Hotel, Denver, and Sterling Motor Lodge, Sterling. At each of the terminals provided for in this agreement, Burlington Northern agrees that suitable lodging as defined in Article II (Expenses Away from Home) of the June 25, 1964 Agreement as amended shall be provided for engineers who are at their away-from-home terminal. 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) At 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 and lodging facility and vice versa so that engineers may obtain a meal upon arrival and a meal period prior 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 held at the away from-home terminal four hours and will be allowed an additional \$2.00 after being held at -the away-from-horse terminal an additional eight hours.

Section 7

Engineers working or deadheading in interseniority district service will not stop to eat on runs of less than 100 miles. On runs which exceed 100 miles engineers will not stop their train for the purpose of taking meal period and will be allowed \$1.50. If an engineer is stopped to pick up, set out, perform station switching or 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 8

When an engineer in this interseniority district service has been called at his home terminal he will retain the same position relative to other engineers in this interseniority district service, 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 2(b) of this agreement. This will not constitute a runaround. 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 9

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) 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 9 is not intended to preempt the provisions of Section 8 of this agreement.)

Section 10

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 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 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 grill, not be subject to payment under any rules applicable to "deadheading."

Section 11

Engineers who are required to deadhead over the expanded districts provided in this agreement will be provided with seasonable comfort while so deadheading. Wherever 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. No more than one -crew will be deadheaded on the working caboose of the train.

Section 12

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

Section 13

(a) Engineers will be furnished lockers and adequate washroom facilities. Size of lockers to be 21" x 18" x 7211

(b) The following items on engines used in this 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 defect 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 14

Engineers in this interseniority district service who are runaround by another engineer in this interseniority district service shall be allowed 100 miles at the applicable rate for each time runaround at the terminal and shall retain his position. It is understood Carrier may remove an engineer from the train for which called and place him on another train to prevent runarounds at the terminal.

Section 15

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 of an engineer, said engineer 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 16

This agreement shall not affect the present interseniority district service between Sterling and Denver, Trains 121 and 122.

Section 17

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 18

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

This agreement supersedes BN Labor Agreement 2/6/76, shall be effective March 16, 1978, 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 28th day of February, 1978.

For the
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

For the
BURLINGTON NORTHERN INC.

General Chairman

Vice President - Labor Relations