

MEMORANDUM OF AGREEMENT

BURLINGTON NORTHERN RAILROAD COMPANY

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Pursuant to Carrier's notice dated November 3, 1992, in accordance with Article IX of the Award of Arbitration Board No. 458 dated May 19, 1986, the parties agree that assigned inter-seniority district freight service may be established between Burlington and Des Moines Iowa. The following conditions will apply:

Section 1

Assignment of freight engineers may be established at either Burlington or Des Moines, Iowa. A sufficient number of engineers will be assigned to handle the traffic in the manner prescribed hereinafter. The actual operation of this pool will be as follows:

(a) Assignments will be bulletined, as prescribed by agreement, and will be posted for bidding by engineers in the Illinois-Wisconsin Seniority district.

(b) The bulletin will describe the nature of the service, specify train number and destination, days of the week to be operated, time on duty, and mileage of the run.

(c) These runs will be subject to Article 601.3 (1) BN 4/24/81, Ops 36-81

Section 2

(a) Except as otherwise provided in this agreement, assigned engineers will be run on the train scheduled, and on the dates specified by bulletin, to the opposite terminal, provided that they have full rest under the Hours of Service Act. Should there be no rested engineers, in this assigned service, then an extra board engineer may be called to operate for one round trip under the provisions of this agreement.

Section 3

(a) Unclaimed temporary vacancies occurring in this service will be filled by the Engineers' Extra Board No. 3 headquartered at Galesburg. When it becomes necessary to use an emergency engineer because the engineers' extra list is exhausted, they will be called in the following manner.

(1) By the first out engineer on the emergency extra list at Galesburg.

(2) If none, by the demoted engineer assigned to the turn on which the engineer vacancy exists.

(3) If none, use the senior qualified, rested and available demoted engineer in other service assigned at that headquarters point.

(4) If none, use the senior qualified, rested and available demoted engineer who is assigned in yard service at that vacancy point.

(5) If none, by the senior qualified, rested and available demoted engineer at Galesburg.

(6) If none, by a qualified engineer assigned to another extra board at Galesburg.

Section 4

(a) Except in case 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 this service will not be used for short service between the two established terminals.

(b) All necessary relief work as a result of the Hours of Service Law will be manned by extra engineers called from the Galesburg Extra Board No. 3, subject to the Carrier's continued right, under the provisions of National Agreements or Awards, to use yard crews to perform such work.

(c) Nothing contained in this agreement is intended to prohibit these engineers from being used on trains that traverse only part of the specified territory, provided the engineers are then transported forward to the opposite terminal, or paid as though they had been. Likewise, nothing in this agreement is intended to prohibit these engineers and other engineers, assigned in this Interseniorty district service, provided for in this agreement, from combining trains or exchanging trains, with other assigned trains that are destined for the same terminal.

(d) Engineers assigned in this interseniorty district service will not be tied up between designated terminals of their runs or turned back to initial terminal, except when their movement is prevented (i.e., derailment of their train,) or when the route to destination is obstructed or impassable due to: wrecks or washouts. Engineers returned to their initial terminal for these reasons, shall be paid the greater of, actual miles run or the assigned miles for the trip.

Section 5

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 hereunder, the Carrier shall authorize and provide suitable transportation for the engineer.

Note: Suitable transportation includes carrier-owned or provided passenger carrying motor vehicles or taxi.

Section 6

(a) Engineers working in this inter-seniorty district service shall be paid at the rate applicable for mileage encompassed in a basic day, as outlined in Article IV of PL 102-29. All miles run in excess of the miles encompassed in a basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on June 30, 1986, by the number of miles encompassed in a basic day on that date. Weight-on-drivers will apply to mileage rates calculated in accordance with this provision.

(b) The mileage on this interseniority district service is as follows and shall be equalized on that basis:

Burlington to Ottumwa (E. Ottm)	74.2 miles	44%
Ottumwa to Des Moines (W. Ottm)	93.0 miles	56%
TOTAL	167.2 miles	

(c) Equalization of work between these employees, as contemplated in Implementing Agreement No. 2, as amended by 8/16/85, (now known as Galesburg Zone No.2), will initially allocate two crews to former West Ottumwa, and one to former East Ottumwa. When one former district owes the other mileage equal to 3500 miles, either local chairman may request the Carrier to rebulletin a crew assignment, to the other district, so equalization may be accomplished. Failure of prior right employees to bid on the run-off assignment will result in forfeiture of mileage.

Section 7

Engineers working, or deadheading by freight train, in this service will not be permitted to stop to eat, and will be allowed \$1.50 per trip or tour of duty. However, if an engineer requests to be permitted to leave the train in order to eat en route and is granted permission to do so, the engineer will not be entitled to the \$1.50 allowance, as specified in Article IX of Arbitration Award 458.

Section 8

Engineers at the away-from-home terminal will be provided lodging as defined in BN Labor Agreement 8/1/80. Engineers in this service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, except if held 28 hours or more they will be allowed an additional allowance.

Section 9

(a) Disciplinary hearings or investigation involving an engineer in this intra-seniority district service will be held at the engineer's home terminal, except when the majority of the principals who are to be called live elsewhere. If the investigation is held at a location other than the engineer's home terminal, the engineer 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 and the engineer is not suspended or discharged for a rule violation, the engineer will also be compensated the equivalent of the earnings of the engineer who worked the turn.

(b) 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.

Section 10

(a) Engineers will be furnished lockers and adequate washroom facilities at their away-from-home terminal in the immediate vicinity of the on/off-duty point (or transportation to and from the facility will be provided, if not in the immediate vicinity.) Minimum size of the lockers will be 21" X 18" X 72."

(b) The following items will be maintained in proper condition on engines used in this intra-seniority district service:

- (a) Cab Heaters
- (b) Cab weatherstripping
- (c) Cab Windshield wiper
- (d) Drinking water and operable cooler
- (e) Toilet Facilities
- (f) Working radio
- (g) Working speed recorder

(c) 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 11

Engineers who are required to deadhead over the expanded district under the provisions of this agreement, will be provided with reasonable comfort while so deadheading. Whenever an engineer is required to deadhead on a freight train, comfortable seating for both the working crew of the train and the engineer being deadheaded will be provided, and if required to deadhead in a trailing unit of the engine, reasonable comfort will include items (a), (b), (d) and (e) of Section 10, Paragraph (b) above.

Section 12

Engineers in this service will not be required to qualify themselves on their own time. The Carrier will provide pilots, for the first 45 days following inauguration of service to any engineer who bids these assignments. Thereafter, unless an engineer is force assigned, the employee will qualify on their own time. The Superintendent will determine the number of trips necessary to facilitate qualification, and will advise BLE Local Chairman, of these requirements.

Section 13

Except as specifically provided herein, the CB&Q Schedule will apply to all crews working in this territory. In addition, unless specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of agreements or schedule rules, or the Merger Protection Agreement as implemented between the Carrier and the Brotherhood of Locomotive Engineers.

This agreement shall be effective on the 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 Fort Worth, Texas this 2nd day of February, 1993.

FOR:
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

FOR:
BURLINGTON NORTHERN RAILROAD
COMPANY

General Chairman (BLE)

Assistant Vice President
Labor Relations

APPROVED:

Vice President (BLE)