

MEMORANDUM OF AGREEMENT
BETWEEN
BURLINGTON NORTHERN INC.
AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Pursuant to Carrier's notice dated January 6, 1988 and in accordance with Article IX of the Award of Arbitration Board No. 458 dated May 19, 1986, the parties agree that interseniority district freight service may be established between Fargo/Dilworth and Mandan, North Dakota. The following conditions will apply:

Section 1.

A double-ended pool of engineers will be established and maintained, with home terminals at Fargo/Dilworth and Mandan, sufficient to take care of traffic in the maser prescribed herein. The pool will be regulated on the basis of assigning a sufficient number of engineers so as to provide an average within the range of 3500 and 3900 line miles per month. An engineers' board having an "active" and inactive" list will be maintained at each terminal and operated 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 work or deadhead to the other terminal (except as other wise provided herein).

(b) 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.

(c) Each engineer arriving at the home terminal will be placed at the bottom of the inactive list except when the engineer is entitled to "restoration of turn" or when "bypassed" by another engineer who is entitled to "restoration of turn". When an engineer arrives at a terminal "out of turn", the engineer must register that fact (advising the caller in writing where practical) upon arrival and will then be marked up on the active or inactive list in the proper place.

(d) Except when arriving "out of turn", each engineer arriving at the away-from-home terminal will be placed at the bottom of the active list.

(e) The maximum number of engineers (i.e. "quota") that will "normally" be on the inactive lists at Dilworth and Mandan will be initially determined and later changed (from time to time as service requirements and crew availability changes) subject to concurrence of

the Local Chairmen and the Superintendent or designated Carrier officer, with immediate notification being given to the involved BLE Local Chairmen. This quota may be different at each terminal.

(f) When an engineer ties up at the home terminal (except when arriving "out of turn") and adding the engineer 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 the home terminal "out of turn", the engineer will be marked up in accordance with Paragraph (c) as soon as the proper order of mark-up can be determined.

Section 2:

(a) Except as otherwise provided in this agreement, engineers will be called first in, first out from the active list at each terminal provided that the first-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 the engineer may obtain full rest and depart in 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 with full rest will be called. Should there be no engineers on either active or inactive lists who are fully rested, an extra engineer may be called to operate for one round trip under the provisions of this agreement.

(b) Subject to the exceptions contained in this agreement, long pool engineers who are not called to report for duty or deadheading in the order of their proper standing will be allowed a basic day for each occurrence and shall continue to retain the first-out position. Engineers entitled to such payment will be entitled to "restoration of turn" under the provisions of Paragraph (e) of this section. It is understood that the Carrier may, without penalty, remove an engineer(s) from the train for which called and place them on another train or deadhead them to the opposite terminal.

(c) Long pool engineers will not be entitled to runaround payments based on departure from the initial terminal of the trip in other than order of call, (runaround payment account not rested), and for other exceptions contained in this agreement.

(d) When a long pool engineer qualifies for any payment under Schedule Rule 69 captioned "Called and Recalled", "Called, Performs Service and Not Wanted", respectively, the engineer will continue to stand first out, instead of last out. When the engineer has performed some service or has been called and released under that rule and is returned to the first-out position, and compensated in accordance with rule 69, the engineer will not be called for service again until rested (except to deadhead to the home terminal before rested). It is recognized that other engineer(s) may be called

around the engineer obtaining rest without penalty while engineer 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. Such extra engineer will be handled (and paid) in accordance with applicable schedule agreement rules.

(2) It is understood that when an engineer has been called and released in a manner that did not interrupt his "rest" under the Hours of Service Act, the engineer retains the same position and will not require an additional 8 hours rest before being subject to another call.

(e) A long pool engineer whose rotation is affected by the provisions herein shall be restored to proper turn (i.e., original rotation) at the next terminal if possible. If this is an away-from-home terminal and the engineer is not rested in time to be restored, the engineer will be restored to turn upon arrival at the home terminal. Each engineer arriving at either terminal will be marked up at the bottom of the appropriate (active, inactive) list except when entitled to "restoration of turn" or when the engineer has bypassed some other engineer who is entitled to restoration of turn under the provisions of this Section.

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

Section 3.

(a) When two long pool engineers are to be called for the same train (one to work and one to deadhead), and 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-NP (BN) schedule rules will apply.

(b) Long pool crews may- be called to "deadhead out of turn" from their away-from-home terminal, regardless of their standing in relation to at home crews and the normal pool rotation, except they must be called first-in/first-out in relation to other long pool crews with the same home terminal and no more than two (2) engineers may be so called before a home terminal engineer is used.

Section 4.

(a) Unclaimed temporary vacancies occurring on these long pool turns at their home terminal will be filled by the engineers' extra list headquartered at that point. 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) Use the demoted engineer assigned to the turn on which the engineer vacancy exists.
 - (2) If none, use the senior rested and available demoted engineer assigned to another turn with the same home terminal in that same long pool, whose turn is on the active list.
 - (3) If none, use same as Item (2) except on inactive list
 - (4) If none, use the senior qualified, rested and available demoted engineer in other non-inter seniority district road service assigned at that headquarters point.
 - (5) If none, use the senior qualified, rested and available demoted engineer who is assigned in yard service at that vacancy point.
- (b) If a long 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:
- (1) Use the demoted engineer assigned to the turn on which the engineer vacancy exists.
 - (2) 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 in the same long pool.
 - (3) If none, use a qualified engineer from the extra board at the vacancy point and upon his arrival at the opposite terminal, deadhead him back to his home extra board point. The extra engineer will be deadheaded back to the initial terminal of the extra board upon arrival subject to the need for rest.

Section 5.

- (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) Demoted engineers assigned in this service as firemen will not be used in other engineer service except when there is no other engineer available in other than interseniority district service (including demoted engineers) from that seniority district, who is

headquartered and available at that source of supply, for the other service.

(c) Demoted engineer working as a fireman assigned in this long pool service who is used in other service because no other engineer is available (as defined in Paragraph (b), above) will be paid not less than he would have earned had he remained on his long pool turn.

(d) All necessary relief work as a result of the Hours of Service Law will be manned by extra engineers called from the final terminal of the train, or by interseniority district crews from the initial terminal of the train, provided-the crews do not operate through Jamestown subject to the Carrier's continued right, under the provisions of National Agreements or Awards, to use yard crews to perform-such work.

(e) Nothing contained in this agreement is intended to prohibit these long pool turns from being used on trains that traverse only part of the specified long pool territory provided 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 long pool engineers from combining trains or exchanging trains in this interseniority district service with other trains that are destined for the same terminal.

(f) Long Pool engineers called in this interseniority 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 continuous miles for the trip terminal-until return (but not less than the one-way mileage Fargo/Dilworth to Mandan, or vice versa, via the called route) or hours if greater, and the engineer shall be restored to first-out position on the active list (available after rested). Subject to the foregoing exceptions, long pool engineers will not be tied up enroute or turned back to their initial terminal.

Section 6.

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, but excludes other forms of public transportation.

Section 7.

(a) Engineers working in this interseniority district service shall be paid at the rate applicable for mileage encompassed in a basic day. 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:

<i>Fargo/Dilworth - Jamestown</i>	<i>97.4</i>	<i>48%</i>
<i>Jamestown - Mandan</i>	<i>106.5</i>	<i>52%</i>
<i>Total</i>	<i>203.9</i>	<i>100%</i>

Section 8.

(a) Engineers assigned to Fargo/Dilworth-Mandan interseniority district service or who are on either of the protecting extra boards when this service is inaugurated will not be required to qualify themselves on their own time over territory with which they are not acquainted. Once qualified, any subsequent requalification will be the responsibility of this individual. Qualified engineers will be used as pilots, whenever pilots are required under existing agreements.

(b) The provisions of this Section will be in effect for the first forty-five (45) days following the first date this interseniority district service is inaugurated. Thereafter, any engineer exercising seniority to either of the interdivisional district pools or to extra lists protecting vacancies in those pools will be responsible for qualifying on their own time.

(c) Engineers who are performing this interseniority district service will be allowed a \$4.15 meal allowance after four hours at the away-from-home terminal and another \$4.15 allowance after being held an additional eight hours. Engineers in this interseniority district service will also be entitled to the third away-from-home meal allowance provided for in the Letter of Understanding dated February 15, 1978 (&'Y 2/15/78-F).

Section 9.

Engineers working, or deadheading by freight train in this service who are not permitted to stop to eat, 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 Award 458.

Section 10.

Disciplinary hearings or investigations involving an engineer in this interseniority 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. 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 11.

Except as 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.

Section 12.

An individual employee who is regularly assigned in either of these long pools, but who resides at other than the home terminal, may reverse the lodging point and elect to use company-paid lodging at the home terminal in lieu of such lodging at the away-from-home terminal. This privilege is limited so as not to exceed, in any semi-monthly pay period, the number of daily lodging charges that the company incurred for the other members of the crew who used the away-from-home terminal lodging

Section 13.

(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"X18"X72".

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

Engineers will report defects of items listed above on proper form supplied for such purpose. Rotation by engineers of defects will

contain sufficient detail to enable prompt identification and correction of such defects.

Section 14.

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 13, paragraph (b) above. If a caboose of the type now in service is used, no more than one crew will be deadheaded on the working caboose subject to available seating-and safety requirements.

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 St. Paul, Minnesota this day of 7th day of July.

FOR:

BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

FOR:

BURLINGTON NORTHERN RAILROAD
COMPANY

General Chairman

Director of Employee Relations
(Twin Cities)

BURLINGTON NORTHERN RAILROAD

Twin Cities Region
176 East Fifth Street
P.O. Box 64960
St. Paul, Minnesota 55164

(Date) 7/7/88

Side Letter No. 1

Mr. W. C. Keppen
General Chairman - BLE
Suite 410
333-On-Sibley Street
St. Paul, Minnesota 55101

File: JG-86(i) Dilworth-Mandan

Dear Mr. Keppen:

This refers to the agreement signed this date for the establishment of Interseniority District freight service between Dilworth and Mandan.

It is Agreed that on the date the Fargo-Dilworth/Mandan Interdivisional Service is established the following additional real estate and moving allowance option will be offered any Engineer headquartered at Jamestown on this date and who is otherwise eligible for protection from loss on the sale of residence due to the implementation of this Interdivisional Freight Service.

Such engineer may elect to accept a cash settlement in the amount of Seventeen Thousand Five Hundred Dollars (17,500) less any deductions required by law, in lieu of any and all moving and real estate benefits that may be due under the agreements applicable to the Fargo/Dilworth/Mandan Interdivisional Service. Receipt of the aforementioned payment shall constitute full settlement of all real estate and moving allowances due.

The acceptance or rejection of this option must be made prior to any request for moving or real estate benefits under any other agreement.

Sincerely,

ACCEPTED:

T. H. Lynch
Director Employee Relations

General Chairman - BLE

dro/051601

BURLINGTON NORTHERN RAILROAD

Twin Cities Region
176 East Fifth Street
P.O. Box 64960
St. Paul, Minnesota 55164

(Date) 7/7/88

Side Letter No. 2

Mr. W. C. Keppen
General Chairman - BLE
Suite 410
333-On-Sibley Street
St. Paul, Minnesota 55101

File: JG-86(i) Dilworth-Mandan

Dear Mr. Keppen:

This refers to the agreement signed this date for the establishment of Interseniority District freight service between Dilworth and Mandan.

Since Jamestown, North Dakota will no longer be a Source of Supply for Minnesota Seniority District Engineers, this Agreement is to amend Brotherhood of Locomotive Engineers Implementing Agreement No. 1 to provide for the elimination of the Jamestown Zone, and the revision of the Mandan Zone.

The following zone description is agreed upon:

Mandan Zone

Embraces all yard service at Mandan, and all road service headquartered out of Mandan, for which Mandan will be the source of supply, on territory between: Mandan and Dickinson (including Killdeer and Mott Branches). former NP Yellowstone, 1st District also, including (Linton Branch), former NP Fargo West.

This Agreement supersedes conflicting Agreements to the extent of the conflict.

This Agreement will become effective simultaneously with the implementation of the Fargo/Dilworth - Mandan Interseniority District service agreements.

It shall therefore remain in effect until changed in accordance with the amended Railway Labor Act.

Sincerely,

ACCEPTED:

T. H. Lynch
Director Employee Relations

General Chairman - BLE

dro/051602

BURLINGTON NORTHERN RAILROAD

Twin Cities Region
176 East Fifth Street
P.O. Box 64960
St. Paul, Minnesota 55164

(Date) 7/7/88

Side Letter No. 3

Mr. W. C. Keppen
General Chairman - BLE
Suite 410
333-On-Sibley Street
St. Paul, Minnesota 55101

File: JG-86(i) Dilworth-Mandan

Dear Mr. Keppen:

This refers to the agreement signed this date for the establishment of Interseniorty District freight service between Dilworth and Mandan.

Regarding Section 3(b) of the Agreement, we agreed that engineers called to deadhead by freight train, out of turn, upon arrival at their away-from-home terminal, will, at their request, be given an opportunity for legal rest before deadheading.

Sincerely,

ACCEPTED:

T. H. Lynch
Director Employee Relations

General Chairman - BLE

dro/050601

BURLINGTON NORTHERN RAILROAD

Twin Cities Region
176 East Fifth Street
P.O. Box 64960
St. Paul, Minnesota 55164

(Date) 7/7/88

Side Letter No. 4

Mr. W. C. Keppen
General Chairman - BLE
Suite 410
333-On-Sibley Street
St. Paul, Minnesota 55101

File: JG-86(i) Dilworth-Mandan

Dear Mr. Keppen:

In connection with the Mandan-Fargo/Dilworth Interdivisional Run Agreement signed this date.

It is agreed that engineers at Jamestown who are effected by the implementation of this Interdivisional Freight Pool Service, who continue to reside at Jamestown and are assigned to pool freight service at Mandan will be called for service in the following manner:

These employes, upon written request, will be given an "alert" call at their home terminal at Jamestown, approximately 4 hours in advance of their scheduled departure (on duty) time, or the time that they are to expect to be called to report for duty. Then, they are to inform the caller when and how they are departing from home to protect that anticipated call. When they arrive at Mandan, they will contact the caller to determine if the on-duty time has been determined, and if so, they may be given the on-duty reporting time at that time: If the on-duty reporting time has not been determined, the Engineer must advise the caller the phone number where the engineer can be contacted when the on-duty time is determined (and the engineer must be located at a place that will permit the engineer to report for duty within 30 minutes after being given a definite call).

Example: They are given a 4-hour alert at 5 a.m. and are told to expect to be called for 9:00 a.m.: At 9:00 a. m. they still have not been called: At 9:00 a.m. they will be given a call with a designated on-duty reporting time of anytime up to 10:30 a.m. or will be authorized to use the designated lodging facility.

Sincerely,

AGREED:

T. H. Lynch
Director Employee Relations

General Chairman - BLE

dro/050603

BURLINGTON NORTHERN RAILROAD

Twin Cities Region
176 East Fifth Street
P.O. Box 64960
St. Paul, Minnesota 55164

April 19, 1990

Side Letter No. 4-1

Mr. W. C. Keppen
General Chairman - BLE
Suite 410
333-On-Sibley Street
St. Paul, Minnesota 55101

File: 1001.004 ID - Fargo/Dilworth-Mandan BLE

Dear Mr. Keppen:

In connection with the Fargo/Dilworth-Mandan Interdivisional Agreement (BLE):

It is agreed that Side Letter No. 4 of the Dilworth-Mandan Interdivisional Service Agreement (BLE), Carrier's file JG-86(i), dated July 7, 1988, is superseded by the following:

It is hereafter understood and agreed that engineers at Jamestown who were affected by the implementation of Interdivisional Freight Pool Service between Fargo/Dilworth and Mandan, who continue to reside at Jamestown and who are assigned to pool freight service home terminated at Mandan, will be given, as nearly as practicable, a two and one-half (2 1/2) hour "ON DUTY" call.

This agreement may be canceled by either party signatory hereto upon ten (10) calendar days' notice.

Sincerely,

AGREED:

W. C. Sheak
Director Labor Relations

General Chairman - BLE

RGS/900320b01

BURLINGTON NORTHERN RAILROAD

Twin Cities Region
176 East Fifth Street
P.O. Box 64960
St. Paul, Minnesota 55164

(Date) 7/7/88

Side Letter No. 5

Mr. W. C. Keppen
General Chairman - BLE
Suite 410
333-On-Sibley Street
St. Paul, Minnesota 55101

File: JG-86 (i) Dilworth-Mandan

Dear Mr. Keppen:

This refers to the agreement signed this date for the establishment of Interseniority District service between Dilworth and Mandan.

Regarding Section 2(e) of the Agreement, we agreed that Engineers entitled to restoration of turn, will be placed in proper rotation at the away-from-home terminal. If this is not possible due to engineer not having proper rest, restoration will be accomplished at the home terminal.

If restoration is not possible at the home terminal due to the engineer not having proper rest no further effort will be made to restore the engineer to the position previous occupied in the pool.

Sincerely,

ACCEPTED:

T. H. Lynch
Director Employee Relations

General Chairman - BLE

dro/050602

BURLINGTON NORTHERN RAILROAD

Twin Cities Region
176 East Fifth Street
P.O. Box 64960
St. Paul, Minnesota 55164

(Date) _____ 7/7/88 _____

Side Letter No. 6

Mr. W. C. Keppen
General Chairman - BLE
Suite 410
333-On-Sibley Street
St. Paul, Minnesota 55101

File: JG-86 (i) Dilworth-Mandan

Dear Mr. Keppen:

Concerning the Fargo/Dilworth-Mandan Interdivisional Run Agreement signed this date.

It is agreed that equalization will be accomplished as indicated on the following chart:

Total Number Of Engineers Needed	Fargo-Dilworth (Minnesota District)	Mandan (Montana Dakota District)
20 Engineer	10	10
21 Engineers	10	11
22 Engineers	11	11
23 Engineers	11	12
24 Engineers	12	12
25 Engineers	12	13
26 Engineers	13	13
27 Engineers	13	14
28 Engineers	14	14
29 Engineers	14	15
30 Engineers	15	15
31 Engineers	15	16
32 Engineers	16	16
33 Engineers	16	17
34 Engineers	17	17
35 Engineers	17	18

Sincerely,

AGREED:

T. H. Lynch
Director Employee Relations

General Chairman

dro/051912

VICE CHAIRMEN
D. L. McPHERSON
D. J. LaGREE
L. E. PAYNE

W. C. KEPPEM
GENERAL CHAIRMAN

SECRETARY - TREASURER
M. E. HANSEN
P. O. BOX 21291
COLUMBIA HTS., MN 55421

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GENERAL COMMITTEE OF ADJUSTMENT

BNRC/MRL
333-ON-SIBLEY STREET, SUITE 410
ST. PAUL, MINNESOTA 55101
Phone (612) 224-5441

Side Letter No. 7

Mr. T. H. Lynch, Dir.-Employee Relations
Twin Cities Region
Burlington Northern Railroad Company
176 E. Fifth Street
St. Paul, MN 55101

File: JG-86(i) Dilworth-Mandan I.D

Dear Mr. Lynch:

This refers to the agreement signed this date for the establishment of Interseniorty District freight service between Dilworth and Mandan.

Regarding Section 1 of the Agreement, we agree that the language of the opening paragraph permits each end of the pool to regulate mileage separately, in accordance with the existing understandings.

Regarding Section 7(a) of the Agreement, which sets forth the mileage of the run and percentage allocation. It is understood that Article VI of Arbitration Award 458 provides for a basic day payment for certain deadhead service and that those payments will be equalized on the same percentage basis. It is also understood that the BLE Local Chairman at each terminal will be given the opportunity to implement a "deadhead recovery agreement" which will allow those subject to reduced earnings the ability to make up for the inequities attributable to the Award and traffic patterns.

Sincerely,
W. C. Keppen General Chairman

ACCEPTED:
Director Employee Rels.

WCK: pbh

MEMORANDUM OF AGREEMENT

BETWEEN

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

AND

BURLINGTON NORTHERN SANTA FE RAILROAD

IT IS HEREBY MUTUALLY AGREED that certain provisions of Article I. Section 2 of the July 7, 1988 Interdivisional Run Thru Agreement are modified with respect to their application to the freight pools between Mandan and Dilworth for which Mandan is the source of supply:

- 1. Engineers who are required to deadhead either from Mandan to Dilworth or Dilworth to Mandan, may elect to be placed ahead of a specific number of engine turns on the inactive list at Mandan upon their return to Mandan.

Note: in determining what "a specific number of engine turns will be, the number of turns in the pool will govern how many turns ahead the deadheaded Engineer will advance.

Examples:

- 9 turns in pool - Engineer advances 3 turns
- 12 turns in pool - Engineer advances 4 turns
- 15 turns in pool - Engineer advances 5 turns
- 18 turns in pool - Engineer advances 6 turns

- 2. Engineers who are required to deadhead in both directions, may elect to be placed ahead DOUBLE the "specific number of engine turns" upon their rerun to Mandan.

Note: The phrase "upon their return to Mandan" means that Engineers desiring to be advanced in accordance with this agreement must notify the Fargo Crew Office at the time they go off duty at Mandan or they shall forfeit the right to do so.

- 3. Engineers electing to be advanced will not be placed on a position ahead of being fast out on the inactive list,
- 4. It is understood that no run-around payment will be allowed when Engineers are advanced in accordance with this agreement.

This agreement will become effective at 12:01 AM (CST). June 15, 1996 and may be cancelled upon ten (10) days written notice by either of the parties signatory hereto.

For:
BNSF RAILROAD INC.

For:
BLE Division 746-Mandan, North Dakota

VICE CHAIRMEN
S. J. BRATKA
M. W. GEIGER, JR.
D. R. PIERCE

D. L. McPHERSON
GENERAL CHAIRMAN

SECRETARY-TREASURER
J. H. NELSON
4237 ORCHARD DRIVE
GALESBURG, IL 61401

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GENERAL COMMITTEE OF ADJUSTMENT

BNSF/MRL

ARMY CORPS OF ENGINEERS CENTRE
190 EAST 5TH STREET, SUITE 105
ST. PAUL, MINNESOTA 5510-1637

TEL (612)224-5441
FAX (612) 224-3132

Serving since 1863

October 4, 1996
S.N. McCartney
Local Chairman
BLE Division 746
606 8th Ave. N. W.
Mandan, ND 58554

Dear Sir and Brother:

Enclosed for your review and files is a letter received from 13.L. Youngmark regarding establishment of a deadhead recovery agreement for the engineers operating in the Mandan/Dilworth ID Pool.

Please notify this office if you are not contacted by Mr. Youngmark on or about October 14, 1996, or if you are unable to reach an understanding regarding this issue.

Fraternally yours,

D. L. McPherson
General Chairman

MWG/pp

Enclosure

BYRON L. YOUNGMARK

Burlington Northern Santa Fe
801 Main Avenue
Fargo, North Dakota 58103

Mr. D.L. McPherson
General Chairman B.L.E.
Army Corps of Engineers Center
190 East 5th Street, Suite 105
St. Paul, MN 55101-1637

October 2, 1996

Dear Mr. McPherson,

Reference is made to your letter dated September 23, 1996, regarding deadhead recovery agreements in the Dilworth/Mandan ID pool.

I am currently in receipt of numerous local agreements from various local chairman including Mr. McCartney's request.

Because of my current workload with the implementation of P.S.T., I have failed to give consideration to any local agreements.

Our final cut over will begin on Wednesday October 2, and hopefully by October 14, I can give attention to those various local agreement requests.

I did notify Steve at the mentor training session that I would work on his request as soon as possible and explained my workload problem to him.

Thank you for your patience.

Sincerely,

Byron L. Youngmark
Asst. Director Crew Management

Jlc

cc. D.L. Kozak, asst. V.P. Labor Relation

VICE CHAIRMEN
S. J. BRATKA
M. W. GEIGER, JR.
D. R. PIERCE

D. L. McPHERSON
GENERAL CHAIRMAN

SECRETARY-TREASURER
J. H. NELSON
4237 ORCHARD DRIVE
GALESBURG, IL 61401

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GENERAL COMMITTEE OF ADJUSTMENT

BNSF/MRL

ARMY CORPS OF ENGINEERS CENTRE
190 EAST 5TH STREET, SUITE 105
ST. PAUL, MINNESOTA 5510-1637

TEL (612)224-5441
FAX (612) 224-3132

Serving since 1863

September 23, 1996

Mr. B.L. Youngmark
Asst. Dir. Crew Management
Burlington Northern Santa Fe
801 Main Avenue
Fargo, ND 58103

Dear Mr. Youngmark:

This letter is regarding Division 746 Local Chairman S.N, McCartney's request to implement a "deadhead recovery agreement" in the Dilworth/Mandan 1D Pool and your subsequent refusal per letter dated July 24, 1996.

Side Letter No. 7 of the Dilworth/Mandan (interdivisional Agreement dated July 7, 1988, slates in pertinent part:

"It is also understood that the BLE Local Chairman at each terminal will be given the opportunity to implement a "deadhead recovery agreement" which will allow those subject to reduced earnings the ability to make up for the inequities attributable to the Award and traffic patterns."
It is the understanding of this office that Local Chairman McCartney has requested that the same deadhead recovery agreement that is in place for the Dilworth engineers be applied to the engineers at Mandan. Whereas, the Carrier is constantly requesting that agreements be applied consistently, this office cannot understand why you have refused to place this agreement in effect, as it would place engineers from both ends of this pool under identical provisions. Obviously you have been able to administer this agreement for the Dilworth engineers.

This office would appreciate you contacting Local Chairman McCartney and resolving any problems which have kept this agreement from being placed in effect, as required by agreement.

If for some reason you are unable to comply this request, please notify this office as to exactly what your concerns are regarding this issue.

Thanking you in advance for your prompt assistance in this matter; I remain,
Sincerely yours,

D.L. McPherson
General Chairman

cc: D.J, Kozak, Asst. VP/LR
S.N. McCartney, LC 746

BNSF

Burlington Northern Santa Fe

(701) 280-7966

801 Main Avenue

Fargo, North Dakota 58103

Mr. S. N. McCartney
Local Chairman BLE
1808 Emberland Drive
Mandan, ND 58554-4814

Dear Steve,

Reference is made to your letter dated June 1, 1996, concerning a Deadhead Recovery Agreement.

My apology for the late response.

The Carrier has given consideration to the Agreement and it was decided that the Agreement is too complicated to administer and will not be signed.

If you have any further questions please contact me.

Sincerely,

B.L. Youngmark
Asst. Director Crew Management

BLY / akf

cc: M. A. Enlow
G. D. Allen

VICE CHAIRMEN
S. J. BRATKA
M. W. GEIGER, JR.
D. R. PIERCE

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July 30, 1996

[File: Mandan/Deadhead Recovery](#)

Mr. G. L. Shire
Dir/LR/BNSF
3000 Continental Plaza
777 Main Street
Fort Worth, TX 76102

Dear Mr. Shire:

Enclosed herewith please find copy of a letter from Assistant Director of Crew Management, B.L. Youngmark responding to letter dated June 1, 1996 from Mandan Local Chairman S.N. McCartney, and a proposed agreement for deadhead recovery which is the subject of the attached correspondence.

It is our desire, and the desire of our members at Mandan, that the enclosed proposal be implemented as expediently as possible. Therefore, your efforts and assistance in that regard are respectfully requested. If you have any questions please contact this office at your convenience.

Sincerely,

D.L. McPherson
General Chairman

Enclosure

cc: S.N. McCartney, LC 746

BNSF

Burlington Northern Santa Fe

(701) 280-7966

801 Main Avenue

Fargo, North Dakota 58103

June 17, 1996

Mr. S. N. McCartney
Local Chairman BLE
1808 Emberland Drive
Mandan, ND 54554-4814

Dear Mr. McCartney,

Reference is made to your letter dated June 1, 1996, concerning the deadhead recovery agreement you request.

I have forwarded your request to Labor Relations and am awaiting their reply.

Sincerely,

B. L. Youngmark
Asst. Director Crew Management

BLY/akf

cc: MAE

Working Together for Quality Service

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**LOCAL COMMITTEE OF ADJUSTMENT
DIVISION 746 MANDAN, ND**

S. N. McCartney
Local Chairman
1808 Emberland Drive
Mandan, North Dakota 58554-4814

June 1, 1996

B. L. Youngmark
Asst. Director Crew Management
801 Main Avenue
Fargo, North Dakota 58103

Dear Sir:

In reference to the Interdivisional Run Thru Agreement dated July 7, 1988 establishing Inter3eniority District freight service between Dilworth and Mandan regarding Side Letter No. 7 which states in part:

"It is also understood that the BLE Local Chairman at each terminal will be given the opportunity to implement a "deadhead recovery agreement" which will avow those subject to reduced earnings the ability to make up for the inequities attributable to the Award and traffic patterns".

As Local Chairman for Division 746 Mandan, I hereby request that the enclosed agreement be revived by the appropriate Carrier Officer and if said agreement is found to be satisfactory would please affix their signature and return a copy of the signed document.

The agreement is fairly genetic in wording as to other agreements currently in effect for other terminals and with Fargo Crew Calling experience, the implementation of the agreement should be fairly smooth.

At this time I would like to point out that this is only an OPTION that those Engineers subject to deadhead may utilize understanding that some may be unwilling to make a change with their current position in the pool.

I await your reply to this request and remain,

Sincerely,

S. N. McCartney
LC BLE Div 746

cc G. D. Allen
R. D. Livesay
B. D Kroh

VICE CHAIRMEN
S. J. BRATKA
M. W. GEIGER, JR.
D. R. PIERCE

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August 20, 1996

[File: Mandan/Dcadhead Recovery](#)

S.N. McCartney
Local Chairman
BLE Division 746
606 8th Ave. N.W.
Mandan, ND 58554

Dear Sir and Brother:

Enclosed you will find Carrier's response to my letter of July 30, 1996 concerning proposed agreement for deadhead recovery for engineers working in the Dilworth to Mandan Interdivisional run. After reviewing the response, I do not find the Carrier's recommendation out of line. Also enclosed is a copy of the Lincoln-Kansas City Interdivisional pool deadhead agreement dated March 31, 1993, for your review.

If we can be of further assistance in obtaining a deadhead agreement in Mandan, please advise.

Fraternally yours,

D.L. McPherson
General Chairman

DLM/pp

BURLINGTON NORTHERN RAILROAD

Twin Cities Region
176 East Fifth Street
P.O. Box 64960
St. Paul, Minnesota 55164

Date 7/7/88

Side Letter No. 8

Mr. W. C. Keppen
General Chairman - BLE
Suite 410
333-On-Sibley Street
St. Paul, Minnesota 55101

File: JG-86 (i) Dilworth-Mandan

Dear Mr. Keppen:

Relative to agreement(s) signed this date providing for Interseniorty District Service between Fargo/Dilworth-Mandan, it is understood and agreed:

Engineers headquartered at Jamestown immediately prior to implementation of interseniorty district service Fargo/Dilworth-Mandan, who continue to reside at Jamestown, and who are successful bidders on assigned and pool jobs at Mandan (excluding extra list) will not be displaced for a period of six months from date of implementation of the aforementioned service except under the following conditions:

1. If an engineer as described above voluntarily places on another job which is not resultant from abolishment or cancellation of the engineer's former assignment (job), or;
2. If by not allowing the displacement a senior engineer would be required to exercise seniority as an engineer at a location or to a position outside the Mandan Zone.

This agreement is not intended to change or amend any rule(s) under which pools are reduced in accordance with mileage regulations in effect.

This agreement shall terminate and be of no further force or effect six (6) months from the effective date hereof.

Sincerely,

ACCEPTED:

T. H. Lynch
Director Employee Relations

General Chairman - BLE

dro/070601