

**MEMORANDUM OF AGREEMENT**

**Between**

**BURLINGTON NORTHERN RAILROAD CO.**

**And**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

Pursuant to Carrier's notice dated February 9; 1990 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 Galesburg, Illinois and Brookfield, Missouri. The following conditions will apply:

**Section 1.**

A double-ended pool of engineers will be established and maintained with home terminals at Galesburg and Brookfield, sufficient to handle the traffic in the manner prescribed hereinafter. This pool shall be regulated on the basis of assigning a sufficient number of engineers, so as to provide mileage within the range provided in BN 4-24-81, OPS 36-81, and/or as agreed upon by the designated carrier officer and the affected BLE Local Chairman. This regulating factor may be adjusted to accommodate increases in the mileage component of the basic day when the parties concur on such adjustment. The operation of this pool will be as follows:

- (a) At each terminal, a board having an "active" and "inactive" list will be maintained which will operate in the manner described herein.
- (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 herein).
- (c) The inactive list will be a list of engineers who are at the home terminal but who have not been advanced to the active list.
- (d) Each engineer arriving at the home terminal will be placed at the bottom of the inactive list except when entitled to "restoration of turn" or when "bypassed" some other 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) upon arrival, and will then be marked up on the active or inactive list in the proper place.
- (e) Except when an engineer arrives "out of turn," each engineer arriving at the away-from-home terminal will be placed at the bottom of the active list.
- (f) The maximum number of engineers (i.e., "quota") that will be on the inactive lists at Galesburg and Brookfield will be initially determined and later changed (from time to time as service requirements and crew availability changes) subject to concurrence of BLE Local Chairman and the Superintendent or designated Carrier officer. This quota may be different at each terminal.
- (g) When an engineer ties up at the home terminal (except when it arrives "out of turn") and adding this 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 an engineer arrives at the home terminal "out of turn," the turn will be marked up in accordance with paragraph (c) as soon as the proper order of markup can be determined.

**Section 2.**

- (a) Except as otherwise provided in this agreement, long pool engineers will be called first-in, first-out, from the active list maintained 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 he may obtain full rest and depart in his proper

standing. If the first-out engineer does not have full rest, the next following engineer that is fully rested will be used. Should there be no engineer in the pool which is fully rested, then an extra board engineer may be called at the home terminal 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 engineers) 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 33 (a), (b), and (c) captioned "Called and not Wanted", "Called, performs Service and Not Wanted" respectfully, the engineer will continue to stand first 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 33, 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 engineers) 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 "rest" under the Hours of Service Act, then 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 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-CB&Q (BN) schedule rules will apply.

(b) Long pool engineers may be called to "deadhead out of turn" from their away-from-home terminal at any time, regardless of their standing in relation to at home engineers, except they must be called first-in/first-out in relation to other long pool engineers with the same home terminal. No more than (2) engineers may be so deadheaded 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 the location. 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 in that same long pool.

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

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

(b) If along 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 in the same long pool.

(3) If none, use a qualified engineer from the extra board at the vacancy point and upon arrival at the opposite terminal, deadhead back to the 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), 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, provided the engineer does not operate through West Quincy, or by interseniority district engineers called from the initial terminal to the train, 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 and other 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 Galesburg to Brookfield, or vice versa, via the called route) or hours if greater, and the engineer shall be restored to first-out position (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.

**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:

Galesburg to Quincy	97.0 miles	48.5%
Quincy to Brookfield	103.9 miles	51.5%

TOTAL 200.9 miles

**Section 8**

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 (8N 2/15/78-F).

**Section 9.**

Engineers working, or 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.**

(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 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

(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 12**

An individual engineer who is regularly assigned in this long pool service, who resides at the opposite home terminal, may reverse his lodging point and elect to use company-paid lodging at the home terminal in lieu of such lodging at the away-from-home terminal; provided, however, this privilege is limited so as not exceed, in any semi-monthly period, the number of daily lodging charges incurred for the other members of the crew who used the away-from-home terminal lodging.

#### **Section 13.**

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 12, 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.

#### **Section 14.**

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.

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 Denver, Colorado this 9<sup>th</sup> day of April, 1991.

FOR:  
BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

FOR:  
BURLINGTON NORTHERN RAILROAD  
COMPANY

General Chairman

Director, Denver Labor Relations

**BURLINGTON NORTHERN RAILROAD**

LABOR RELATIONS DEPARTMENT

373 Inverness Drive South  
Englewood, Colorado 80112-5831  
Telephone: (303) 220-3444

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

Dear Mr. Keppen:

File: BLE Side ltr 3

During our discussions regarding the Galesburg-Brookfield ID Agreement you expressed concern on three items: (1) that any designated Lodging Facility should comply with the requirements of the August 24, 1981 Lodging Agreement; (2) that adequate food facilities be available when public restaurants are not open; and (3) that when there is seriously inclement weather and eating facilities are not available at the motel, reasonable request for transportation will be entertained, even though distance is less than 3/4 mile.

Due to current arrangements, none of the foregoing concerns were actually an issue but there was speculation that they could become a problem if circumstances changed. Based upon our discussions, however, it was understood that if circumstances should change resulting in any of these concerns becoming issues of contention, the individuals involved will provide specific documentation to the BLE Local Chairman and the appropriate local officer for resolution. If they cannot resolve it, it will be handled between the BLE General Chairman and Labor Relations.

Sincerely,

I concur:

John M. Starkovich  
Director Labor Relations

Brotherhood of  
Locomotive Engineers

**BURLINGTON NORTHERN RAILROAD**

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Englewood, Colorado 80112-5831  
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Mr. W. C. Keppen  
General Chairman, BLE  
333-On-Sibley, Suite 410  
St. Paul, Minnesota 55101

Dear Mr. Keppen:

File: BLE Side ltr 4

During our discussions concerning the Galesburg to Brookfield ID Agreement, a concern was raised about the effectiveness of the active/inactive method of pool administration.

Based upon those discussions, it was understood that the BLE Local Chairman and the designated Carrier officer would not be precluded from adopting another form of pool administration to provide for a more effective operation and could do so upon mutual agreement. If such a different method is adopted and either side is subsequently not satisfied with it, then the pool will revert to the active/inactive form provided by the agreement.

Sincerely,

I Concur:

John M. Starkovich

Director Labor relations

Gen. Chairman  
Brotherhood of Locomotive  
Engineers

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

Dear Mr. Keppen:

File: BLE Side ltr 5

This has reference to our conversation on July 1, 1990, concerning Section 5 (e) of the proposed Galesburg to Brookfield ID Agreement. You related your concern that this provision, which allows for the exchange of trains enroute with other crews, could be used by the Carrier to man trains normally operated by the Galesburg Short Pool which could, effectively eliminate the short pool, and cause inequities between the two respective Seniority Districts.

Following this conversation, I spoke with the Galesburg Operating Officers, and was informed that it is not their intent to use ID Pool crew to regularly operate short pool trains, in the territory between West Quincy and Galesburg, as long as there is a rested and available short pool crew at West Quincy.

Therefore, it is understood that Section 5 (e) will not be used for the purpose of effectively eliminating the short pool, but this does not restrict our right to utilize the provision when it is necessary to expedite train operation when a short pool crew is not readily available. If there is a change in the short pool which is documented to be as a result of this provision, which changes equities between the two districts, the parties will meet to discuss and address the appropriate modifications to Section 7 (b) of the Agreement.

If you concur with this handling please sign below

Sincerely,

I Concur:

John M. Starkovich  
Director Labor Relations

Gen. Chairman, BLE