

**MEMORANDUM OF AGREEMENT**

**Between**

**BURLINGTON NORTHERN INC.**

**And**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

Pursuant to Article VIII, BLE May 13, 1971 Agreement the parties agree that intraseniority district freight service may be established between Galesburg, Illinois, and North LaCrosse, Wisconsin. The following conditions will apply:

**Section 1.**

A pool of Engineers will be established and maintained at each home terminal sufficient to take care of traffic in the manner prescribed hereinafter with the understanding that the total number of Engineers in the pools will be adjusted on the following basis:

(a) Freight service pools shall be regulated on the basis of assigning a sufficient number of Engineers so as to provide an average within the range of 3,500 and 4,100 line miles per month.

(b) For the purpose of adjusting the number of Engineers turns in these freight pools, only the line mileage for road trip service shall be used to determine the number of Engineers' turns that are to be assigned therein. The Carrier shall furnish the involved Local Chairmen a semi-monthly report showing line miles run by Engineers from each home terminal.

(c) The phrase "within the range" means that miles will be regulated within the prescribed limits. The average monthly miles within that range will be agreed upon between the designated Carrier officer and the involved BLE Local Chairmen.

**Section 2.**

At each terminal an Engineers board having an "active" and "inactive" list will be maintained in the manner described below:

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

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

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

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

(e) The number of Engineer positions which should normally be on the active lists at Galesburg and LaCrosse will be initially determined and later changed (from time to time as service requirements change) by the Superintendent, with the cooperation of the Local Chairmen. This may be different at each terminal. The inactive list will be the difference between the number of Engineer positions from that terminal as shown in Section 5 and the number on the active list.

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

**EXAMPLE:** At LaCrosse there are six Engineers assigned. The number of positions designated for the active list is three and the inactive list three. An Engineer whose home terminal is at LaCrosse arrives when there are already three Engineers on the inactive list. The top Engineer on the inactive list will immediately be moved. to the bottom of the active list since if this were not done, there would be four positions on the inactive list which would exceed the quota.

### Section 3.

(a) 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 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 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 the active or inactive lists who are fully rested, then an Extra Engineer may be called at the home terminal to operate for one round trip. The use of Engineers as described in this paragraph will not be construed as runarounds.

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

(c) Engineers may be called to deadhead-from the active list so as to give preference to rested Engineers at their away-from-home terminal, and such use shall not constitute a runaround of Engineers who may be first out at their home terminal; provided, however, that except as a result of wrecks, floods, washouts and storms, not more than two away-from-home terminaled Engineers may be called consecutively before calling a home terminaled Engineer.

### Section 4.

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 the 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 5.

The mileage on this intraseniority district service is as follows:

Galesburg-Savanna	99.3 miles	(39%)
Savanna-North Lacrosse	156.5 miles	(61%)
Total	255.8 miles	(100%)

Equalization will be accomplished as indicated in the following chart:

Total Number of Engineers Needed	LaCrosse	Galesburg
1 Engineer	1	0
2 Engineers	1	1
3 Engineers	2	1
4 Engineers	2	2
5 Engineers	3	2
6 Engineers	4	2
7 Engineers	4	3
8 Engineers	5	3
9 Engineers	5	4
10 Engineers	6	4
11 Engineers	7	4
12 Engineers	7	5
13 Engineers	8	5
14 Engineers	9	5
15 Engineers	9	6
16 Engineers	10	6
17 Engineers	10	7
18 Engineers	11	7
19 Engineers	12	7
~20 Engineers	12	8
21 Engineers	13	8
22 Engineers	13	9
23 Engineers	14	9
~24 Engineers	15	9
25 Engineers	15	10
26 Engineers	16	10
27 Engineers	16	11
28 Engineers	17	11
29 Engineers	18	11
30 .Engineers	18	12

(More than 30 Engineers, the same formula to be applied)

In the event an imbalance of line miles in favor of Engineers from one home terminal amounting to the equivalent of seven round trips occurs, a deviation of one Engineer from the chart will be made and continued until an equivalent imbalance in favor of the other home terminalled Engineers exists.

**Section 6.**

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 intraseniarity 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 the unassigned pool or the extra list which would have usually provided the service. Engineers assigned to work in this intraseniarity district service who are used in other than an emergency (as stated above) to provide other service, or who are called, perform service, and subsequently tied up before departing the terminal, will be paid not less than they would have earned had they remained on their pool turn.

**EXAMPLE 1:** Engineer used in short service in other than emergency. Goes to foot of the inactive list upon return. Paid 125 miles for

short service. Is entitled to difference between 125 miles paid and 255.8 intraseniority service miles, or 130.8 miles.

**EXAMPLE 2:** Engineer is called, performs service on the assignment called for from 1:00 P.M. to 4:30 p.m. and is then tied up before departing the terminal. Will be paid 255.8 miles and be placed-at the foot of the active or inactive list. Such provision is not applicable in event an emergency condition arises after time of call.

**EXAMPLE 3:** Engineer is called at home terminal, performs intraseniority district service and departs terminal. The trip is terminated en route and he is returned to home terminal. Engineer will be paid for a full round trip and be placed at the foot of the inactive list.

**EXAMPLE 4:** Engineer is called at away-from-home terminal, performs intraseniority district service and departs terminal. The trip is terminated en route and he is returned to away-from home terminal. Engineer will be paid for a one-way trip, 255.8 miles, and placed at the foot of the active list.

When it becomes necessary to use an Engineer assigned to this intraseniority district service under Example 1 above, the last-out fully rested Engineer on the inactive list will be used except where other arrangements are agreed to locally.

#### **Section 7.**

(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) (1) Every Engineer adversely affected either directly or indirectly as a result of the application of this intraseniority service 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% (leas 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.

(b) (2) 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 Engineer is changed is not more than thirty miles from his former reporting point.

(c) 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 employee under such agreements, in lieu of the benefits provided in this Section.

**Section 8.**

(a) Engineers assigned to Galesburg LaCrosse intraseniority 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 the individual.

(b) Qualification will be accomplished by use of Engineers who will be subject to Schedule Rules and this agreement.

(c) The Carrier will qualify these Extra Engineers by removing them from the extra board, singly or in groups, and assign them solely to qualifying-piloting service (on a continuous-time or miles basis for a trip) on the Galesburg-LaCrosse territory until they are qualified (at which time they will be placed back on the extra board).

(d) The Carrier will determine the number of trips an Engineer must make to become qualified.

(e) So as to expedite the qualification of Engineers for service on the Galesburg-LaCrosse intraseniority district service, the following procedures may also be employed:

(1) The Carrier may have Engineers assigned to this service and/or extra board Engineers (at LaCrosse or on Extra Board No. 1 at Galesburg) work as Pilot-Engineers over part of the territory and as qualifying Engineers over the remainder of the intraseniority district (on a continuous miles or hours basis) under provisions of this agreement.

(2) The Carrier may use Extra Board Engineers out of proper sequence for piloting-qualifying trips over the territory of this intraseniority district service.

(f) The provisions of this Section will be in effect for the first forty-five days following the first date this Galesburg-LaCrosse intraseniority district service is inaugurated.

**Section 9.**

(a) 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 the thirty minutes at the rate of last service performed until transportation is provided. If a room is not available when Engineer arrives at lodging facility he will be paid on the minute basis for all time waiting in excess of thirty minutes at the pro rata rate at the rate of last service performed until room is -available.

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

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

#### **Section 10.**

Engineers working or deadheading in this intraseniarity district service will not stop their train for the purpose of taking a meal period and will be allowed \$1.50. If an Engineer is permitted to eat, when he does so he will not receive the \$1.50 in addition to pay for his trip.

#### **Section 11.**

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

#### **Section 12.**

If an Engineer performing this intraseniarity district service who is not already on overtime does not complete his trip within the twelve hours provided under the Hours of Service Act he will be paid on a minute basis at the rate of 3/16 the basic daily rate per hour applicable to his trip from the expiration of the permissible on-duty hours until he has arrived at (1) the tie-up point at the terminal to which he was- called, (2) the tie-up point at 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, 19.64 Agreement, as amended, apply to item (3) of this Section. This Section 12 is not intended to pre-empt the provisions of Section 11 of this agreement.'

#### **Section 13.**

Disciplinary hearings or investigations involving an Engineer in this intraseniarity district service will be held at the Engineer's home terminal, except when the majority of the witnesses who are to be called live elsewhere. If the investigation is held at a location other than the Engineer's home terminal, he will be paid for travel time and the time consumed by the investigation on a minute basis at the pro rata-'rate of pay which he received for the last previous service performed unless it is established in the investigation that the Engineer was. guilty of a rules violation which results in suspension or discharge. Should an Engineer lose a full round trip as a result of attending an investigation which does not establish a rule violation which results in suspension or discharge he will also be compensated the equivalent of the earnings of the Engineer who relieved him. Should an Engineer be tied up at the location where the investigation is held the 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 14.**

Engineers who are required to deadhead over intraseniority district territory comprehended by this agreement will be provided with reasonable comfort while so deadheading. Whenever an Engineer is required to deadhead on a freight train, a caboose that has comfortable seating for both the working crew of the train and Engineer being deadheaded will be provided. If such provisions are not met, except in emergency conditions the Engineer will not be required to deadhead on the freight train.

**Section 15.**

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 that 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 train is stopped to permit the lining of a switch or because the block is against them.

**Section 16.**

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

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

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

Engineers will report defects of items listed above on proper form supplied for such purpose. Notation by Engineers of defects will contain sufficient detail to enable prompt identification and correction of such defects.

**Section 17.**

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

**Section 18.**

If any agreement is reached in negotiations between the Brotherhood of Locomotive Engineers and the National Railway Labor Conference which amends Article VIII of the May 13, 1971 Agreement and such amendments improve the conditions provided for in this agreement, those provisions will supersede the provisions of this agreement.

**Section 19.**

Nothing contained herein shall be construed as modifying, amending, or superseding any of the provisions of schedule agreements and the Merger

Protection Agreement as implemented between the Carrier and the Brotherhood of Locomotive Engineers except as herein provided. .  
This agreement 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 1<sup>st</sup> day of May, 1981.

FOR

BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

General Chairman

FOR

BURLINGTON NORTHERN INC

Vice President - Labor Relations