

MEMORANDUM OF UNDERSTANDING

between

BURLINGTON NORTHERN INC.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In the operation of the engineers' pool with home terminal at Gillette and away-from-home terminal at Guernsey, Wyoming, including the Sixth Subdivision of the Alliance Division, (Bridge Junction-Donkey Creek), including branches, the following provisions will govern:

1.

All miles run and/or paid for between Gillette and Guernsey will be compensated at the rate of pay applicable for the first 100 miles.

2.

The work equities in the Gillette-Guernsey pool will be apportioned to Sheridan and Casper prior rights engineers according to the following table:

Gillette - Belle Ayr Jet.	26.0	Timetable Miles	- 15%
Belle Ayr Jct.-Bridger Jet.	112.1		- 63%
Bridger Jet. - Guernsey	38.2		- 22%
	-----		-----
	176.3		100%

<u>Number of Turns</u>	<u>Prior Rights Casper</u>	<u>Prior Rights Sheridan</u>
1 or 2	0	6
3	1	0
4-5-6	1	1
7-8-9	2	1
10-11	2	2
12-13-14-15	3	2
16	4	2
17-18-19-20	4	3

(Similar apportionment thereafter for additional turns)

If prior rights are not allocated or exercised, the jobs will be filled on the basis of Wyoming district seniority.

3.

Engineers assigned to work in the Gillette-Guernsey pool who are used in other than an emergency in short service or who are called, perform service, and subsequently tied up before departing the terminal, will be paid as per examples shown below:

EXAMPLE 1:

Engineer used in short service in other than emergency. Goes to foot of list upon return. Paid 125 miles for short service. Is entitled to difference between 125 miles paid and 178 Gillette-Guernsey pay miles, or 53 miles.

EXAMPLE 2:

Engineer is called, performs service on the assignment called for from 1:00 PM to 4:30 PM and is then tied up before departing the terminal. Will be paid 178 miles and be placed at the foot of the list. Such provision is not applicable in event an emergency condition arises after time of call.

When it becomes necessary to use an engineer assigned to Gillette-Guernsey pool service for short service under the conditions described in examples 1 and 2 above, the last-out fully rested engineer will be used unless other arrangements are agreed to locally..

4.

An engineer runaround en route will be restored to his original position with respect to other engineers having the same home terminal upon arrival at their objective terminal but will be called from such turn only when rested. In event tile engineer cannot resume his proper turn at the away-from home terminal, he will be place d. in proper position on arrival at the home terminal if rested for next tour of duty. If not rested for the next -tour of duty at the home terminal, he will establish a new position in the pool. Engineers runaround will be responsible for notifying the crew caller of their proper position.

5.

Disciplinary hearings or investigations involving engineers will be held at their 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 hone terminal, engineers 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 they 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 I::L (Expenses Away From Home) of the June 25, 1964 Agreement, as amended, will apply. Transportation to and from investigations held at other than home terminal will be provided by the Carrier. Travel to attend investigations will not be subject to payment under any rules applicable to "deadheading."

6.

This pool will be regulated on the basis of assigning a sufficient number of engineers so as to provide mileage earnings within the range of 3200 and 3800 monthly miles. Only the line mileage paid for road trip service shall be used.

7.

Engineers operating or deadheading on freight trains in the Gillette-Guernsey pool will be expected to run through without stopping to eat, and will be compensated \$3.00 in addition to pay for the trip. If an engineer is stopped and is given permission to eat, he will not receive the \$3.00 payment.

8.

If an engineer performing this service is not already on overtime and his trip is not completed within the hours provided under the Hours of Service Act he will be paid on a minute basis at the 3/16ths rate applicable to his trip from the expiration of the permissible on duty hours until he has arrived at the terminal to which called or location where meals and lodging are available. Such overtime payments will be subject to Rule 8(b).

This Agreement cancels Labor Agreement BN 10/29/79-B, shall be effective February 15, 1981 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 17th day of February, 1981.

For:
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

For:
BURLINGTON NORTHERN INC.

General Chairman BLE

Vice President - Labor Relations

GENERAL COMMITTEE OF ADJUSTMENT

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

on the

BURLINGTON NORTHERN RAILROAD CO.

CHAIRMAN
W.M.DUNEGAN

1003 PIONEER BUILDING
ST. PAUL, MINNESOTA 55101
Phone (612) 224-5441

VICE CHAIRMAN
R.E.PALAVA
M.L.GLOVER
S.R.ST.PIERRE

SECRETARY - TREASURER
M.E.HANSEN
P.O.Box 21291
COLUMBIA HEIGHTS, MN 55421

Mr. R. A. VanWinkle, LC 94
1065 Santee Drive
Gillette, Wyoming 82716

Dear Sir and Brother:

Please refer to your letter of October 9, 1981, and your proposed agreement for use of engineers in short service.

A majority of the Local Chairmen in the Wyoming Seniority District have now voted "For" your proposal. Therefore, you may now proceed with signing the agreement as presented.

Fraternally yours,

W. M. Dunegan
General Chairman

WMD:mp

cc: Local Chairmen, Wyoming Seniority District -
BLE Divisions 184, 213, 622, 624, 727 and 869

1-4-82 - Mr. R. A. VanWinkle: If you have signed the agreement
please provide us a copy.

VICE CHAIRMAN
MACK L. GLOVER
SAM R. ST. PIERRE
JIM D. SHELL

ROBERT E. PELAVA
GENERAL CHAIRMAN

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

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GENERAL COMMITTEE OF ADJUSTMENT

BURLINGTON NORTHERN RAILROAD COMPANY

333-ON-SIBLEY STREET, SUITE 410
ST. PAUL, MINNESOTA 410
Phone (612) 224.5441

April 27, 1983
File: X-Bd./940

RE: CL. NO. 9,83-1

Mr. D. E. Potter, LC 94
2330 Wolff Road
Gillette, Wyoming 82716

Dear Sir and Brother:

This is with further reference to my letter of March 9, 1983, per the above file. My letter was addressed to all Local Chairmen, Wyoming Seniority District and presented a ballot regarding your proposal governing engineer ~e through freight pool, Gillette-Guernsey.

A majority of the response favored the proposal. You may now arrange to implement the desired agreement and send this office a copy of the signed agreement for our information and files.

Fraternally yours,

R. E. Pelava
General Chairman

REP: mcp

cc: M. E. Hansen, S-T, CCA
Local Chairmen Wyoming Seniority District
BLE Divisions 213, 622, 624, 727 and 869

Enclosure

11-11-83

NOTE: J. D. Hunger, LC Div. 94
Can you please provide this office with a copy of this agreement so we may close our file.

R. E. Pelava
General Chairman