

MEMORANDUM OF AGREEMENT

between

**the BURLINGTON NORTHERN INC.
(The "Carrier")**

and

Its Employees Represented By

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(The "Organization")**

Under the provisions of Article VIII of the. Agreement dated May 13, 1971, it is agreed that "Intradivisional Service" for. locomotive engineers will, be established between the home terminal of Havre, Montana, and Whitefish, Montana, through the former terminal at Cut Bank, and that the following will govern:

ARTICLE I

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 pool will be adjusted so that the pool will average between 3600 and 3800 line miles per month.

Section 2

A rotation of engineers used in this service will be established and maintained by agreement between local Carrier officers and the Local Chairmen. The maintenance of this procedure will not lay a foundation for runaround claims.

Section 3

Engineers will be called in conformity with the established rotation of engineers at each terminal provided that the first-out engineer has sufficient time under the Hours of Service Act to perform the service for which he stands. If the first-out engineer does not have sufficient time to work under the Hours of Service Act, the next following engineer who has sufficient time to perform the service in question will be used. If there are no pool engineers available to work, 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."

Section 4

Except as provided in section 3 of this agreement, engineers operating in interdivisional service who are run around in, a terminal by another engineer operating in interdivisional service shall be allowed 100 miles at the applicable rate for each

time he is run around 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.

Section 5

(a) In order to adjust mileage of crews working in the two pools operating in the "Interdivisional service" provided in this agreement, the order of rotation as provided in Article I,

Section 2 of this agreement will be reviewed and adjusted by agreement between the Superintendent or his representative and the Local Chairmen of the Brotherhood of Locomotive Engineers. Such adjustments will be made, if necessary, at the end of each checking period as provided in paragraph (b) below. To the extent possible, the number of engineers assigned to the Havre-Whitefish pool will be equally divided between Havre and Whitefish.

(b) For the purpose of adjusting the mileage in this interdivisional service, the Carrier will furnish the Local Chairmen a statement showing the line miles run by engineers in interdivisional service not later than the 20th day (showing line miles run during the first 15 days of that month) and the 5th-day of the calendar month (showing line miles run during the period 16th to include the last day of the preceding calendar month). Copy of these statements will also be furnished to the general chairmen.

The above statements will be used as the basis for making the adjustments referred to in paragraph (a), above, and such adjustments will be made promptly following receipt of the mileage statements.

Section 6

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 sousted will be deadheaded to his home terminal as soon as possible after, arrival at the opposite terminal.

ARTICLE II

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 the "Interdivisional 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 "Interdivisional Service who are used in other than an emergency as stated above to provide other service will be paid not less than they would have earned had they remained on their assignment or pool turn.

When it becomes necessary to use an engineer assigned to "Interdivisional Service" under the above-described conditions, the last out rested engineer on the inactive list will be used except where other arrangements are agreed to locally.

ARTICLE III

The following-is affirmed for service performed in the operation described in this agreement:

Section 1

All miles run over one hundred (100) shall be paid for at the rate established by the basic rate of pay for the first one hundred (100) miles or less.

Section 2

When a crew 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 employees to their on and off-duty point.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor' vehicles or taxi, but excludes other forms of public transportation

Section 3

Every employee adversely affected either directly or' indirectly as a result of the application of this rule 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% (less 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.

Any employee 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 f 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 employee changed is not more than 30 miles from his former reporting point.

If any protective benefits greater than those provided in this Article 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 Article.

ARTICLE IV

Section 1

At each of the terminals provided for in this agreement Burlington Northern agrees that suitable lodging as defined in Article I-I (Expenses Away from Home) of the June 25, 1964 Agreement as amended shall be provided for employees 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 (30) 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 thirty (30) minutes at the rate of last service performed

until transportation is provided. If rooms are not available when an engineer arrives at lodging facility, the engineer will be paid on a minute; basis at pro rata rate paid to him for the last service performed for all time in excess of thirty (30) minutes until a room is available.

Section 2

At 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.

Section 3

Engineers who are performing "Interdivisional Service" as provided in this agreement will be allowed -a payment for meals of \$2.00 if they are held at the away-from-home terminal four hours and will be allowed an additional \$2.00 after being held at the away-from-home terminal an additional eight hours.

ARTICLE V

Engineers working or deadheading on a freight train in 1 "Interdivisional Service" will not stop to eat on runs of less than 100 miles. On runs which exceed 100 miles engineers' will not stop their train for the purpose of taking a meal period and will be allowed \$1.50. If an engineer is stopped to pick up,

set out, perform station switching or delayed for any cause, he will be permitted to eat, and when he does so he will not receive the \$1.50 in addition to pay for his trip.

ARTICLE VI

When an engineer in an "Interdivisional Service" pool 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 Article I, 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.

ARTICLE VII

If an engineer performing service on an Interdivisional Run who is not already on overtime does not complete his trip within the hours provided under the Hours of Service Act (14 hours prior to December 26, 1972 12 hours thereafter) 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 terminal to which he was called, (2) 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, 1964 Agreement, as amended, apply to

Item (3) above. This Article VII is not intended to pre-empt, the provisions of Article VI of this agreement.

ARTICLE VIII

The following provisions will apply to engineer working in interdivisional service:

Disciplinary hearings or investigations involving an engineer 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 roundtrip 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. Travel to attend investigations will not be subject to payment under any rules applicable to "deadheading."

ARTICLE IX

Engineers who are required to deadhead over the expanded districts provided in this agreement will be provided with reasonable comfort while so deadheading and will use Amtrak passenger trains when reasonably available. 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 employees being deadheaded will be provided. No more than one crew will be deadheaded on the working caboose of the train

ARTICLE X

In the application of initial terminal delay rules, the phrase "rain leaves the terminal" means when the train actually starts on its read trip from the track where the train is first made up. However, if the train is moved off the assembly 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.

ARTICLE XI

Section 1

Engineers will be furnished lockers and adequate wash room facilities. Size of lockers to be 21" x 18" x 72".

Section 2

The following items on engines used in "Interdivisional" service will be maintained in proper condition:

- (a) Speed recorders on lead-unit
- (b) Cab heaters
- (c) Cab weatherstripping
- (d) Windshield and wiper,
- (e) Drinking water,
- (f) Toilet facilities

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.

ARTICLE XII

When "Interdivisional Service" is established, engineers will not be expected to qualify themselves over territory with which they are not acquainted on their own time. The Carrier will provide pilots, who shall be engineers from the engineers working list when available for such service, or will pay engineers on a mileage basis to make qualifying trips. The Carrier will determine the number of trips an engineer should make to become qualified.

ARTICLE XIII

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 of an engineer

said engineer will be allowed the additional time consumed with a minimum of one (1) hour at the pro rata rate for each occurrence in addition to all other compensation for the day or trip.

ARTICLE XIV

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.

ARTICLE XV

Nothing contained herein shall be construed as modifying, amending, or superseding any of the provisions of schedule agreements between the former GN, NP, CB&Q and SP&S Railroad Companies, and the Merger Protection Agreement as implemented between the Carrier and the Brotherhood of Locomotive Engineers except as herein provided.

Where the term "Interdivisional Service" appears in this agreement, it is understood that it means "Intradivisional Service."

This agreement shall be effective at 12:01 a.m. April 1st, 1973 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 14th day of March, 1972.

For the BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:

For the BURLINGTON NORTHERN INC.

General Chairman

Vice President-Labor Relations

General Chairman