

MEMORANDUM OF AGREEMENT

BETWEEN THE

BURLINGTON NORTHERN INC.

(THE "CARRIER")

AND

ITS EMPLOYEES REPRESENTED BY

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

(THE ORGANIZATION)

Relating to the establishing of "interdivisional" freight service to operate (or deadhead) between the following terminals, pursuant to Article VIII, BLE May 13, 1971 Agreement:

1. Lincoln, Nebraska, and Creston, Iowa
2. Dilworth, Minnesota, and Minot, North Dakota
3. Minot, North Dakota, and Glasgow, Montana

As provided in Section 1 (a) of that Article VIII.

"Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard, to other conditions of work."

Therefore it is agreed:

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

At each terminal (listed above) a crew 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 emgl11eC-r5 who are at their home terminal and have not been advanced to the active list pursuant to the provisions of Section 2(f)

(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) Each "inactive" list will have a "quota" which will be established in the following manner: The Carrier will specify the number of engineers which should normally be on the active list. The quota will be the difference between the number of engineers assigned at that terminal and the number established by the Carrier for 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 Terminal "A", there are eight (8) engineers assigned. The number of engineers

designated 'for the active list is five (5). An engineer whose home terminal is at "A" arrives when there are already three (3) 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 (4) engineers on the "inactive" list which would exceed the quota.

Section 3

(a) Engineers will be called in order (first-in - first-out) from the "active" list at each terminal --provided that the first-out engineer will have 8 hours to work within the limitations of the Hours of Service Act. If the first-out engineer does not have 8 hours to work under the Hours of Service Act, the next following engineer who has 8 or more hours to work will be used. If there are no engineers available with 8 hours to work on the "active" list, then the first-out engineer from the "inactive" list will be called. Should there be no engineers on either the "active" or "inactive" lists who have 8 hours; 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 interdivisional service who are run around 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 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 "Interdivisional" service provided under this agreement will be equalized in the following manner:

Schedule and ratio of jobs:

(a) Lincoln, Nebraska and Creston, Iowa

Lincoln to Pacific Junction	62 miles	43.1%
Pacific Junction to Creston	82 miles	56.9%

(b) Dilworth, Minnesota and Minot, North Dakota

Dilworth to New Rockford	135 miles	55.7%
New Rockford to Minot	107 miles	44.3%

(c) Minot, North Dakota, and Glasgow, Montana

Minot to Williston	129 miles	45.3%
Williston to Glasgow	156 miles	54.7%

Section 6

(a) Whenever the engineers of one seniority district accumulate in excess of 3600 line miles above their percentage allotment, an adjustment will be made by the Carrier and the local committees by reducing the number of engineers assigned from the seniority district having the over mileage or by increasing the number of engineers assigned from the seniority district having the under mileage, or both.

(b) For the purpose of equalizing the mileage in this interdivisional service, the Company 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.

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 establishes: 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

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 is charged 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 II (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 crew is released from duty, the crew will be compensated on a minute basis for all time in excess of the thirty (30) minutes at the rate of last service performed until transportation is provided.

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 in "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 :L, 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 services 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 TI (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 "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 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) Cab heaters
- (b) Cab weatherstripping
- (c) Windshield and wiper
- (d) Drinking water
- (e) 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 a crew said crew 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.

This agreement shall be effective at 12:01 a.m. June 15, 1972 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 2nd day of June, 1972

For the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

For the
BURLINGTON NORTHERN INC.:

General Chairman

Vice President-Labor Relations

General Chairman

Vice Chairman

APPROVED:

First Vice President

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN BN INC. (the carrier)
AND EMPLOYEES REPRESENTED BY
B. of L.E. (the organization)

Changes in handling of "Interdivisional Pool crews between Glasgow, Montana and Minot, North Dakota of Memorandum of Agreement signed June 2,1972 between the Carrier and the Organization.

Article 1 - Section 2 and section 3 will be amended from the June 2,1972 agreement for the duration of this amended agreement.

Engineers operating in "Interdivisional" service who are run around 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. This run around rule will not apply when deadheading distant terminal crews around home terminal crews. Glasgow crews will be deadheaded around Minot crews at Minot. Minot crews will be deadheaded around Glasgow crews at Glasgow as provided for in the attached examples.

Not more than (2) two distant terminal crews will be deadheaded around home terminal crews in (1) one calendar day.

The carrier shall have the option of deadheading the distant terminal crews as outlined above or by deadheading the crews in proper sequence as the crews stand on the board.

The deadheading of engineers in this service, through to the distant terminal, will not be counted as engineers worked in respect to the pool. When an engineer in the Glasgow-Minot pool is deadheaded (example: Minot Engineer), the like following engineer from the same list (Minot) will be moved up to the standing of the engineer which has been deadheaded. This to apply to either Glasgow or Minot engineers and will apply at either home terminal.

The mileage earned by deadhead crews will be counted toward equalization of miles as provided for in the June 2, 1972 agreement.

Deadheading will be done on Amtrack trains in preference. crews are to be deadheaded on secondary trains except in cases of emergency, (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains).

The Carrier will ascertain prior to 12:01pm C.S.T, each day if there will be any deadheading and information as to what crews, Minot or Glasgow, will be deadheaded for the day will be made available for the crews prior to 12:01 pm C.S.T.

Brotherhood of Locomotive Engineers

Deadhead Examples

position on board at Glasgow

(A)	1	M	DH	(B)	1	G	
	2	G			2	M	DH
	3	M	DH		3	G	
	4	G			4	M	DH
	5	M	Moves to #1		5	G	
	6	G			6	G	(Back to Back)
	7	G	(Back to back)		7	M	Moves #2
	8	M	Moves to #3		8	G	

position on board at Minot.

(C)	1	G	DH	(D)	1	M	
	2	M			2	G	DH
	3	G	DH		3	M	
	4	M			4	G	DH
	5	G	Moves to #1		5	G	Moves to #2
	6	G	Moves to #3		6	M	
	7	M			7	G	Moves to #4
	8	G	Moves to #5		8	M	
	9	M			9	G	Moves to #5
	10	G	Moves to #6		10	M	

Except for Back to Back crews used for equalizing miles, all other crews will be placed in proper rotation, (1 Glasgow -1 Minot) at either terminal irregardless of how called out of either terminal.

Manning of trains by Alternate Rotation of crews. (One on One)

Crews will be handled in the following manner.

Glasgow crews will go back to back out of Glasgow every 5th and 6th Glasgow crews and will stay back to back until arrival at their home terminal, Glasgow, for the purpose of equalizing miles.

Each time (6) six Glasgow crews go out of Glasgow, a "CYCLE" of (6) six will be completed and a new cycle of (6) six will begin.

EXAMPLE

	M
1	G
	M
2	G
	M
3	G
	M
4	G
	M
5	G
6	G
CYCLE STARTS OVER	
	M
1	G
	M
2	G
	M
3	G
	M
4	G
	M
5	G
6	G

In event Glasgow "back to back" crews are split up out of Glasgow by Minot crews deadheading between them, the Glasgow "back to back" crews will be immediately placed "back to back" at Minot.

Equalization of Miles

Adjustment of miles will be made on the 1st and 15th day of each month if in excess of 1,000 miles.

A "cycle" will be run for each 552 miles of equalization needed.

- A. When Glasgow crews are short miles, Glasgow will run numbers 4-5-6 back to back in the cycle once for each 552 miles Glasgow is short.

- B. When Glasgow crews are over on miles, Glasgow and Minot will run even (one on one) in a cycle once for each 552 miles Minot is short.

This agreement will be used starting September 2, 1983 and will continue in effect until 30 days after notice of desire to cancel this understanding is served in writing by any of the parties signatory hereto to the others. A minimum trial period of 90 days will be used for this agreement. This agreement may be changed or altered within the first 30 days if agreed upon by the two local chairman involved.

Burlington Northern RR
(Glasgow Mont)

Brotherhood of Locomotive Engr's
(Minot, N. Dakota)

A/Supt Transp. Dakota Divn - Fargo N.D
Signed September 8 1983

Brotherhood of Locomotive Engr's
Glasgow Montana

BURLINGTON NORTHERN

176 East Fifth Street
St. Paul, Minnesota 55101

Mr. W. M. Dunegan, Gen. Chmn.
Bro. of Locomotive Engineers
1003 Pioneer Building
St. Paul, Minnesota 55101

December 4, 1981

File EF-86(i)-2 (Minot
Glasgow)

Dear Mr. Dunegan:

Your letter of November 13, 1981, file G-Int.RunThru 6-272/298-695-Mileage Equalization, in connection with dispute concerning equalization of mileage between Glasgow, Montana, and Minot, North Dakota, stating in part:

"Section 5 of the Interdivisional Minot to Glasgow Run Thru Agreement provides for equalization of miles in the following manner:

Minot to Williston 129 miles 45.3%
Williston to Glasgow 156 miles 54.7%

"It is recognized that mileage from Minot via Gavin Yard to Williston is 129 miles. Also recognized that mileage from downtown Minot (not going via Gavin Yard) is 120 miles.

"We recognized that traffic flow between Minot and Glasgow has changed since the inception of the Interdivisional Run Thru Pool Assignments.

"We are aware that more and more trains are originating and terminating at the downtown Minot terminal.

"This results in an unbalanced equalization factor:

"Glasgow crews are being charged with miles not run and Minot crews given credit for miles not run resulting in this dispute.

"In order to resolve this dispute, this organization proposes that records be kept showing originating points and termination points for trains arriving and/or departing the Minot terminal. This will determine whether miles will be equalized at 276 or 285 miles. We are therefore requesting that miles actually traveled be used for equalization purpose between Glasgow, MT. and Minot, N.D."

Mr. W. M. Dunegan

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December 4, 1981
File EF-86(i)-2 (Minot
Glasgow)

I have no objections to your proposal. Therefore, it is agreed that we will keep records, beginning January 1, 1982, showing the points where trains originate and terminate at Minot, for the purpose of equalizing the mileage. The Glasgow engineers will be credited with a recovery factor of 27 miles per day for the period May 18, 1980 to January 1, 1982, and Glasgow be given one (1) turn in the Minot engineers' pool effective January 1, 1982, until the miles are equalized.

If the above sets forth the agreed to understanding, please sign the duplicate copy of this letter and return it to me.

Sincerely,

ACCEPTED:

J. L. Russell
Director of Labor Relations

General Chairman, BLE

cf621

MEMORANDUM OF AGREEMENT

Section 5(c) of Agreement EF-1(b)-6/2/72 establishing "interdivisional" freight service, Lincoln, Nebraska to Creston, Iowa, Dilworth, Minnesota to Minot, North Dakota and Minot, North Dakota to Glasgow, Montana is revised to read as follows:

(c) Minot, No. Dakota, and Glasgow, Montana

Glasgow to Williston	156 Miles	56.5%
Minot to Williston	120 Miles	43.5%
Gavin Yard to Williston	129 Miles	45.3%
Williston to Glasgow	156 Miles	54.7%

Signed at St. Paul, Minnesota this 9th of March, 1982.

for Burlington Northern
Railroad Company

for Brotherhood of
Locomotive Engineers

Vice President -
Labor Relations

General Chairman

DRBAGMTS, 2

PUBLIC LAW BOARD NO. 1548

Parties to Dispute

Brotherhood of Locomotive Engineers

and

Burlington Northern, Inc.

Statement of Claim:

Claim of Minot for interdivisional pool engineer George Saltsman for 100 mile terminal runaround for his trip of April 28, 1971.

Findings:

Article I Section 3(b) of the applicable interdivisional freight service agreement provides that engineers operating in, interdivisional service who are run around by another engineer in that service shall be allowed 100 miles for each time he is run around in the terminal.

Claimant, first out at the Fargo-Dilworth consolidated terminal on the date in question, departed Dilworth Yard at, 1:15 a.m. He was then required to stop at Fargo to make a pickup and did not leave the consolidated terminal until 2:15 a.m., Meanwhile, Engineer Veach, second out in the same pool, left on his road trip at 1:40 a.m. but did not stop at Fargo and proceeded through its yard at 1:50 a.m.

The assignments here in question operated over a preponderance, of former Great Northern trackage and, in accordance with the terms, of Article III of Implementing Agreement No. 1, the Agreement

Award No. 2 of Special Board of Adjustment No. 323 involving Great Northern engineers that for a terminal runaround to be set up, the second-out engineer must depart the terminal switching limits ahead of the first out engineer.

In the present case, Engineer Veach left the consolidated terminal switching limits ahead of Claimant and it is immaterial that the latter actually started off first from Dilworth yard.

Award:

Claim sustained.

Adopted at St. Paul, Minnesota January 26, 1976.

Order:

Carrier hereby ordered to make the above Award effective on or before February 25

Harold M. Weston, Chairman

Carrier Member

Employee Member