

MEMORANDUM OF AGREEMENT

between

BURLINGTON NORTHERN INC.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Pursuant to Carrier's notice dated January 30, 1987, under Article IX of the Award of Arbitration Board 458, the parties agree that intraseniority district freight service may be established between Lincoln and McCook, Nebraska. The following conditions will apply:

Section 1.

A double-ended pool of engineers will be established and maintained, with home terminals at Lincoln and McCook, sufficient to take care of traffic in the manner prescribed hereinafter.. The pool will be regulated on the basis of assigning a sufficient number of engineers so as to provide an average within the range of 3500 and 3900 line miles per month.

Section 2.

At each terminal an engineers' board having an "active" and "inactive" list will operate 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 work or deadhead to- the other terminal (except as otherwise provided herein).

(b) The inactive list will be a list of engineers who are at their home terminal but who 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 except when he is entitled to "restoration of turn" or when he has "bypassed" some other engineer who is entitled to "restoration of turn". When an engineer arrives at his terminal "out of turn", he must register that fact (advising the caller in writing) upon arrival and he will then be marked up on the active or inactive list in the proper place.

(d) Except when he arrives "out of turn", each engineer arriving at his away-from-home terminal will be placed at the bottom of the active list.

(e) The maximum number of engineers (i.e., "quota") that will "normally" be on the inactive lists at Lincoln and McCook will be initially determined and later changed (from time to time as service requirements and crew availability changes) by the Superintendent or designated Carrier officer, with immediate notification being given to the involved BLE Local Chairmen. This quota may be different at each terminal.

(f) When an engineer ties up at his home terminal (except when he arrives "out of turn") and adding him 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 the engineer arrives at his home terminal "out of turn", he will be marked up in accordance with Paragraph (c) as soon as the proper order of mark up can be determined.

Section 3.

(a) Except as otherwise provided in this agreement, 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 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 he shall continue to retain his 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 Engineer from the train for which called and place him on another train or deadhead him.

(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 specified 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" and "Called, Performs Service and Not Wanted", respectively, he will continue to stand first out, instead of last out. When he 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, he will not be called for service again until he is rested (except he may be called to deadhead to his home terminal before rested) and it is recognized that other engineers) may be called around him without penalty while he 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; but, instead, 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 his "rest" under the Hours of Service Act, then the engineer retains his position and is already rested (i.e., he did 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, he will be restored to turn upon arrival at the home terminal) if he does not tie up at the final terminal in the same original order-of-standing that he had when last called at the home terminal. Each engineer arriving at either terminal will be marked up at the bottom of the list except when he is entitled to "restoration of turn" or when he 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 4.

When two long pool engineers are to be called for the same train (one to work and one to deadhead), 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 schedule rules will apply.

Section 5.

(a) Unclaimed temporary vacancies occurring on these long pool turns at their home terminal will be filled by the engineers' extra list headquartered at that point. When it becomes necessary to use an emergency engineer because the engineers' extra list is exhausted, emergency engineers 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 with the same home terminal in that same long pool, whose turn is on the active list.

(3) If none, use same as Item (2) except on inactive list.

(4) If none, use the senior qualified, rested and available demoted Nebraska District engineer in other non-intraseniority district road service assigned at that headquarters point.

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

(6) If none, use the senior qualified, rested and available demoted Nebraska District engineer in other intraseniority district road service assigned at that headquarters points.

(b) If a long 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 with the same home terminal in the same long pool.

(3) If none, use a qualified engineer from the extra board at the vacancy point and upon his arrival at the opposite terminal, then deadhead him back to his home extra board point.

Section 6.

(a) Demoted engineers assigned in this service as firemen will not be used in other engineer service except when there is no other engineer in other than intraseniority district service (including demoted engineers) from that seniority district, who is headquartered and available at that source of supply, for the other service.

(b) 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 (a), above) will be paid not less than he would have earned had he remained on his long pool turn.

(c) Long pool engineers called in this intraseniority 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 (e.g., derailment of their trains), or their route to destination is obstructed or impassable (e.g., wrecks or washouts). If the engineer is returned to his initial terminal for these reasons, he shall be paid continuous miles for the trip terminal-until return (but not less than the one-way straightaway mileage Lincoln to McCook or vice versa, via the called route) or hours if greater, and the engineer shall be restored to first-out position on the active list (available after rested). Subject to the foregoing exceptions, long pool engineers will not be tied up en route or turned back to their initial terminal.

Section 7.

(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), crews assigned to work in this service will not be used for short service between the two established terminals.

(b) All necessary relief work as a result of the Hours of Service Law will be manned by extra crews called from the final terminal of the train, provided the crews do not operate through Hastings, or by intraseniority district crews from the initial terminal of 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.

(c) 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 they are then transported forward to the opposite terminal. Likewise, nothing in this agreement is intended to prohibit these long pool turns and other crews from combining trains in any service or exchanging trains in this intraseniority district service. that are destined for the same terminals.

Section 8.

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 crew.

Note: Suitable transportation includes carrier-owned or provided passenger-carrying motor vehicles or taxi, but excludes other forms of public transportation.

Section 9.

(a) Engineers working in this intraseniority 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 intraseniority district service is as follows:

Lincoln-Kenesaw Via Aurora	120 miles
Kenesaw-McCook	117 miles
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	237 miles
Lincoln-Kenesaw Via Crete	110 miles
Kenesaw-McCook (McCook Prior Rights)	117 miles
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TOTAL	227 miles

Equalization will be accomplished on a 50-50 basis, i.e., Lincoln home terminal crews are to receive 5096 of the miles and McCook home terminal crews are to receive 5096 of the miles.

Section 10.

(a) Engineers assigned to Lincoln-McCook intra-seniority 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 this 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 assigning them solely to qualifying piloting service (on a continuous-time or miles basis for a trip) on the Lincoln McCook 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 Lincoln-McCook 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 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 intraseniority district service is inaugurated. Thereafter, any engineer exercising seniority to either of the intraseniority district pools or to extra lists

protecting vacancies in those pools will be responsible for qualifying on their own time. Engineers forced to fill vacancies in the long pool or an extra list protecting the long pool will not be required to qualify themselves on their own time over the intra-seniority district service territory.

Section 11.

Engineers who are performing this intraseniority 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 intraseniority 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 (BN 2/15/78-F).

Section 12.

Engineers working, or deadheading by freight train, in this service will not be permitted to stop to eat, but instead will be allowed \$1.50. However, if an engineer requests to be permitted to leave his train in order to eat en route and if he is granted permission to do so, he will not be entitled to the \$1.50 allowance.

Section 13.

An individual employee who is regularly assigned in either of these long pools, but who resides at other than the home terminal of his long pool crew, 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 to exceed, in any semi-monthly pay period, the number of daily lodging charges that the company incurred for the other members of his crew who used the away-from-home terminal lodging.

Section 14.

(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). Size of lockers will 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 wiper
- (d) Drinking water and operable cooler
- (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 15.

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 14, 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

Section 16.

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 principals 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 17.

The provisions set forth in Article IX, Section 7 of the Award of Arbitration Board 458 shall apply to employees adversely affected by the inauguration of this intraseniarity district service.

Section 18.

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 Fort Worth, Texas, this 26th day of August, 1987.

FOR:
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

FOR:
BURLINGTON NORTHERN RAILROAD
COMPANY

General Chairman

Assistant Vice President
Labor Relations

APPROVED:

Director of Employee Relations
(Chicago)

Vice President - BLE

Director of Employee Relations
(Denver)

August 26, 1987

Mr. J. O. Shell
General Chairman, BLE
333-On-Sibley St., Suite 410
St. Paul, Minnesota 55101

Dear Mr. Shell:

This letter refers to the Lincoln-McCook interdivisional agreement signed this date.

Since this pool will be equalized on a 50-50 basis, it was agreed that the number of turns in each end of the pool (i.e., home terminal turns) may, at the option of the local committees and local carrier officers, be regulated separately for each end of the pool within the range specified in section 1 of the agreement. However, if both locals and tire carrier officers do not find this option acceptable, or it interferes with the ability to equalize the mileage in the pool, then the turns in the pool will be regulated as a whole, in which case odd turns in the pool will be here terminated at McCook (e.g., if the miles call for 17 turns in the pool, 9 turns will be here terminated at McCook and 8 turns will be home terminated at Lincoln).

Sincerely

AGREED:

Richard E. Cassity
Assistant Vice President
Labor Relations

General Chairman - BLE

BURLINGTON NORTHERN RAILROAD

3000 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102
Telephone (817) 878-3002

RICHARD E. CASSITY
Assistant Vice President
Labor Relations

File: EF 86(i)-2 (Lincoln-McCook)

Mr. J. D. Shell
General Chairman-BLE
333-On-Sibley Street, Suite 410
St. Paul, Minnesota 55101

Dear Mr. Shell:

This refers to the Agreement providing for the establishment of intraseniority district service between Lincoln and McCook.

It was agreed that trains that operate over the entire territory between Lincoln and Hastings, that are not handled by the intradivisional pool, will be handled by engineers from the existing Lincoln Zone short pool when they are available. The Carrier will have the same options available to it in utilizing engineers so used that it had prior to the establishment of the Lincoln-McCook ID service. When no Lincoln Zone short pool engineer is available, such work will be protected by the extra board at Lincoln.

All short work between McCook and Hastings and between Lincoln and Hastings (except that work handled by the Lincoln Zone short pool pursuant to the paragraph above) will be handled by the appropriate Lincoln or McCook extra board, subject to the Carrier's continued right, under the provisions of National Agreements or Awards, to use yard crews to perform such work.

Sincerely,

AGREED:

General Chairman

August 26, 1987

Mr. J. D. Shell
General Chairman, BLE
333-On-Sibley St., Suite 410
St. Paul, Minnesota 55101

Dear Mr. Shell:

This refers to the discussion regarding ID service between Lincoln and McCook.

We discussed the July 20, 1972 Memorandum of Agreement regarding the extension of switching limits at Hastings. We agreed that to the extent this memorandum was not revised or superseded by subsequent National Agreements, it remained in effect. For the Lincoln to McCook ID service, of course, Hastings will be an intermediate point and rules and agreements applicable at intermediate points govern.

Sincerely,

ACCEPTED:

R. E. Cassity
Assistant Vice President
Labor Relations

General Chairman, BLE

August 26, 1987

Mr. J. D. Shell
General Chairman, BLE
333-On-Sibley St., Suite 410
St. Paul, Minnesota 55101

Dear Mr. Shell:

This refers to the agreement signed this date for the establishment of intraseniority district freight service between Lincoln, Nebraska and McCook, Nebraska.

Regarding Section 10 of the agreement, we agreed that no engineer who, immediately prior to the inauguration of the ID service, held a position in either of the short pools operating between Lincoln and Hastings or McCook and Hastings, or on an extra list protecting such short pools, will be required to qualify on his own time; provided, any such engineer, who is unable to hold a turn in the ID pool or an extra list protecting such pool upon inauguration of such service, must request in g, prior to the expiration of the 45 day period specified in Section 10(f), that he be qualified for the ID service.

Sincerely,

ACCEPTED:

R. E. Cassity
Assistant Vice President
Labor Relations

General Chairman, BLE

LABOR RELATIONS
3000 Continental Plaza
777 Main Street
Fort Worth, Texas 76102

August 26, 1987

Mr. J. D. Shell
General Chairman, BLE
333-On-Sibley Street, Suite 410
St. Paul, Minnesota 55101

Dear Mr. Shell:

This refers to the agreement signed this date for the establishment of intraseniority district freight service between Lincoln, Nebraska and McCook, Nebraska.

In connection with the active/inactive list operation agreed tin the agreement, we agreed that if this operation proves unsatisfactory that we would consider other types of operations for the Lincoln and McCook pool.

Sincerely,

Assistant Vice President