

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 interseniority district freight service may be established between Sterling and Akron, Colorado on the Alliance-Lincoln line.

The following conditions will apply:

Section 1.

A pool of engineers will be established and maintained at Sterling 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 it will average between 3600 and 3800 line miles per month.

Section 2.

(a) Engineers will be called first-in, first-out at Sterling provided that they have had full rest under the Hours of Service Act. Engineers will be called first-in, first-out at Akron provided the first out engineer has sufficient time under the law to make the trip. If 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, 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 interseniority district service who are run around by another engineer who is used in this interseniority district 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 3.

Engineers will only be relieved at their home terminal except in cases of emergency.

Section 4.

The proration on the interseniority district service is as follows:

Sterling to Brush (Wyoming Seniority District)	35 miles	(59%)
Brush to Akron (Nebraska Seniority District)	24 miles	(41%)

In order to equalize mileage of the interseniority district service provided in this agreement, the line miles run by engineers will be reviewed and adjusted by agreement between local carrier officers and the local chairmen of the Brotherhood of Locomotive Engineers.

Section 5.

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 interseniority 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. When it becomes necessary to use an engineer assigned to this interseniority district service under the above-described conditions, the last-out fully rested engineer will be used except where other arrangements are agreed to locally.

Section 6.

(a) Every engineer adversely affected either directly or indirectly as a result of the application of this interseniority 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¢ (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.

(b) 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 7.

(a) 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 location, 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 terminal 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 the interseniority 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 8.

Engineers working in this interseniority 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 9.

When an engineer in this interseniority 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 2 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 10.

If an engineer performing this interseniority 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 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 Section 10 is not intended to pre-empt the provisions of Section 9 of this agreement.

Section 11.

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

Section 12.

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 engineer being deadheaded will be provided. No more than one engineer will be deadheaded on the working caboose of the train. If such provisions are not met, except in emergency conditions the engineer will not be required to deadhead on the freight train.

Section 13.

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 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.

Section 14.

(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 interseniority 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 15.

When this interseniority district service is established, re-established, or the number of turns increased, engineers will not be expected to qualify themselves on their own time over territory with which they are not acquainted. Since service off their seniority district is required, engineers force assigned will also not be required to qualify 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.

Section 16.

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 17.

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 Agreements and such amendments improve the conditions provided for in this agreement, those provisions will supersede the provisions of this agreement.

Section 18.

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.

Section 19.

The interseniority district service provided herein may be made operative by posting a 15-day notice at Alliance, Denver, McCook and Sterling. 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. If agreement is made for interseniority district service between Sterling and McCook it will supersede this agreement.

Signed at St. Paul, Minnesota, this 2nd day of November, 1978.

For
Brotherhood of Locomotive
Engineers

For
Burlington Northern Inc.

General Chairman

Vice President-Labor Relations

Approved:

Vice President - BLE