

MEMORANDUM OF AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Pursuant to Article VIII of the May 13, 1971 BLE National Agreement the parties agree that interseniority district freight service may be established between Twin Cities, Minnesota, and Fargo-West Fargo, North Dakota, Moorhead-Dilworth, Minnesota (hereinafter referred to as "Dilworth"), through Staples, Minnesota. The following conditions will apply:

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 pools will be adjusted on the following basis:

Freight service pools shall be regulated on the basis of assigning a sufficient number of engineers so as to provide an average within the range of 3,500 and 3,800 line miles per month.

- (b) For the purpose of adjusting the number of engineers' turns in this freight pool and equalizing mileage between the seniority districts, only the line mileage between Twin Cities and Dilworth for road service and for deadhead shall be used. Within 5 days following the close of the semi-monthly pay period, the Carrier shall furnish the involved BLE Local Chairmen a semi-monthly report showing line miles run by engineers in the pool. Line miles, both working and deadheading, will be treated as equals for regulation and equalization purposes.
- (c) The phrase "within the range" means that miles will be regulated within the prescribed limits. The average monthly miles within that range will be agreed upon between the designated local Carrier officer and the involved BLE Local Chairmen.

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 in Sections 3 and 4 hereof).
- (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," under Section 3(e) hereof. When an engineer arrives at either terminal "out of turn" he must register that fact (advising the caller) upon arrival and he will then be marked up on the active or inactive list in the proper place. See Example #2 following Paragraph (h).
- (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 even though this will result in exceeding the "quota" established under the provisions of Paragraph (e), below.
- (e) The number of engineer positions (i.e., "quota") that will "normally" be on the active lists at Twin Cities and Dilworth will be initially determined and later changed (from time to time, within a specified 4-hour daily period, 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) The number of engineer positions (i.e., "quota") on the inactive list will be the difference between the number of engineer positions with that home terminal and the number on the active list.
- (g) 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.
- (h) It is recognized that if the designated Carrier officer fails to maintain the proper equalization of work under this Section, upon demand of the designated Local Chairman the proper adjustment will be made in order to assure that this agreement is properly applied.

EXAMPLES FOR THE APPLICATION OF THIS SECTION 2:

E-1. At Twin Cities, there are ten long pool engineers assigned. The quota for the active list is six at that time and the inactive list quota is therefore four. A Twin Cities engineer ties up there at a time when there are already four engineers on the inactive list. The first-out

engineer on the 'inactive list will be immediately moved (i.e., marked up) to the bottom of the active list since if this were not done, there would have been five positions on the inactive list (which would exceed the quota).

E-2. At Twin Cities, the active board stands as follows at the time a decision is made to deadhead a Dilworth engineer to his home terminal "out of turn" (in order to reduce the number of away-from-home crews):

1. Twin Cities Pool #4
2. Twin Cities Pool #5
3. Dilworth Pool #7
4. Dilworth Pool #8
5. Twin Cities Pool #6

Dilworth Pool #7 is then called to "deadhead out of turn" on the train on which Twin Cities Pool #4 is the working crew. Dilworth Pool #7 is not to be marked up on the inactive list at Dilworth until Twin Cities Pool #5 arrives and marks up on the active list at Dilworth.

E-3. At Twin Cities, the active board stands as follows at the time a decision is made to deadhead a Dilworth engineer (for the same reason as Example No. 2):

1. Dilworth Pool #2
2. Twin Cities Pool #4
3. Twin Cities Pool #5
4. Dilworth Pool #3
5. Dilworth Pool #4

Dilworth Pool #3 is then called to "deadhead out of turn" on the train on which Dilworth Pool #2 is the working crew. This "deadheading out of turn" pre-empts the usual "first, crew deadheads-second crew works" principle. However, if it should happen that Dilworth Pool #2 is not rested, the provisions of Section 4(b) would reverse the working or deadheading order.

Section 3. (a) 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.

(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 100 miles at the applicable rate of pay (or, if greater, the difference in earnings for the proper trip(s), until his arrival at the next terminal where restoration can be accomplished), for each time another engineer in the same service is improperly called to report before (i.e., in advance of him and he shall continue to retain his position until properly called. 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 69, captioned "Called and Recalled", 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, 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, in such event, he will be allowed not less than 100 miles for the call and release, and it is recognized that other engineer(s) 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 a crew has been called and released in a manner that did not interrupt their "rest" under the Hours of Service Act, then the crew retains their position and are already rested (i.e., they do 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 of Section 3 and 4 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 must register his pool turn number and 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. (a) Long pool engineers may be called to "deadhead out of turn" from their away-from-home terminal, at any time after their arrival, regardless of their standing in relation to at-home engineers and the normal pool rotation, except they must be called first-in/ first-out in relation to other long pool engineers with the same home terminal. Not more than two away-from-home engineers may be called consecutively, under this provision, before calling an at-home engineer. (See Examples Nos. 2 and 3 under Section 2.)

(b) 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. (Note exception in E-3 following Section 2(h)). Otherwise, applicable BLE-NP schedule rules will apply.

Section 5. (a) Engineers assigned in this long pool service will be permitted to lay off and report only at the home terminal of the pool turn, except they may lay off (but cannot report) at the away-from-home terminal in cases of sickness or other personal emergency.

(b) 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 engineer in other road service assigned at that headquarters point.

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

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

(b) An engineer (or demoted engineer) 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. However, an engineer who is used in other service contrary to the prohibition contained in Paragraph (a), above, will be allowed actual earnings plus what he would have earned on his regular pool turn, except when such use was because of an emergency requiring his immediate use (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains or endanger lives or property).

(c) Long pool engineers called in this interseniority 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 Twin Cities to Dilworth or vice versa) 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.

(d) Long pool engineers who are tied up under the Hours-of-Service Law (as contemplated by the agreement rule) will be transported back to their initial terminal or on to their final terminal as soon as

possible except that when such engineers are tied up en route because their train's movement is prevented or their route is obstructed or impassable, they may be required to take rest and then handle their train to their original destination.

(e) All necessary relief work as a result of the Hours of Service Law will be manned by either short pool or extra crews called from the final terminal of the train (Dilworth or Twin Cities), provided the relief crews do not operate through Staples, or, by long pool crews from the initial terminal of the train (Dilworth or Twin Cities), subject to the Carrier's continued right, under the provisions of Article VIII of the July 26, 1978 National Agreement, to use yard crews to perform such work within the 15-mile road-yard service zones.

(f) If an engineer who is working (or deadheading) in this long pool service is tied up under the Hours of Service Act before completing the trip, he will be paid on a minute basis at the rate of 3/16 of the basic daily rate per hour (12 1/2 MPH for deadheading) applicable to his trip from the expiration of the-legally permissible "on duty" hours until he arrives at (1) the fixed on/off duty point in either Dilworth or Twin Cities, or (2) a location where lodging and meals are available, whichever occurs first. The provisions of Article II (Expenses Away From Home) of the June 25, 1964 National Agreement, as amended, and BN Labor Agreement 8/1/80 apply to (2), above.

(g) 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, he will be allowed the additional time consumed with a minimum of one hour at the pro rata rate for the trip for each occurrence (i.e., each station where such is required), in addition to all other compensation for the day or trip.

(h) 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 a train is stopped to permit the lining of a switch or because the block is against them.

(i) 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 as contemplated by Paragraph (c), above. Likewise, nothing in this agreement is intended to prohibit these long pool turns and other crews from exchanging or combining trains, destined for the same terminals, en route, consistent with Section 15 of this agreement.

Section 7. The mileage. on this interseniority district service for, equalization purposes only is as follows:

Twin Cities-Staples	127.3 miles	(54%) (Lake Superior Seniority District)
Staples - Dilworth	106.9 miles	(46%) (Minnesota Seniority District)
TOTAL	234.2 miles	(100%)

For pay purposes, mileage will be computed on time table distances (Rule 63).

Equalization will be accomplished as indicated in the following chart:

Total Number Of Engineers Needed	Twin Cities (Lake Superior District)	Dilworth (Minnesota District)
1 Engineer	1	0
2 Engineers	1	1
3 Engineers	2	1
4 Engineers	2	2
5 Engineers	3	2
6 Engineers	3	3
7 Engineers	4	3
8 Engineers	4	4
9 Engineers	5	4
10 Engineers	5	5
11 Engineers	6	5
12 Engineers	6	6
13 Engineers	7	6
14 Engineers	8	6
15 Engineers	8	7
16 Engineers	9	7
17 Engineers	9	8
18 Engineers	10	8
19 Engineers	10	9
20 Engineers	11	9
21 Engineers	11	10
22 Engineers	12	10
23 Engineers	12	11
24 Engineers	13	11
25 Engineers	14	11
26 Engineers	14	12
27 Engineers	15	12
28 Engineers	15	13
29 Engineers	16	13
30 Engineers	16	14
31 Engineers	17	14
32 Engineers	17	15
33 Engineers	18	15
34 Engineers	18	16
35 Engineers	19	16
36 Engineers	19	17

Total Number Of Engineers Needed	Twin Cities (Lake Superior District)	Dilworth (Minnesota District)
37 Engineers	20	17
38 Engineers	21	17
39 Engineers	21	18
40 Engineers	22	18
41 Engineers	22	19
42 Engineers	23	19
43 Engineers	23	20
44 Engineers	24	20
45 Engineers	24	21
46 Engineers	25	21
47 Engineers.	25	22
48 Engineers	26	22
49 Engineers	26	23
50 Engineers	27	23

If more than 50 engineers go back to turn one (1) and repeat as 51.'

Section 8. (a) Engineers deadheading in this long pool service will be paid under schedule agreement rules, except that all deadhead mileage over 100 miles will be paid at the deadhead rate established for the first 100 miles. If deadheading by a mode other than a train, they will be paid the shortest rail mileage between the two points via the route over which they operate trains. (However, when deadheading via other than a common carrier vehicle, if that vehicle diverts from a usual highway route in order to deliver employees or materials to an out-of-the-way station, they will be allowed actual miles traveled for the deadheading, if greater.)

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

(c) Engineers working in this long pool service will have a fixed point for going on and off duty in both Twin Cities and Dilworth. The fixed point may be changed by the Carrier giving 10 days' advance written notice.

(d) Normally, engineers working or deadheading via freight train in this long pool crew service will not be permitted to stop their train for the purpose of taking a meal but, instead, will be allowed \$3.85. 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 \$3.85 allowance. If the meal allowance of \$3.85, now provided for in the National Agreement pertaining to expenses away from home is subsequently increased, the amount provided for in this paragraph will be increased to the same extent.

Section 9. (a) Suitable lodging (as defined in BN Labor Agreement 8/1/80) shall be provided at Twin Cities and Dilworth for long pool engineers who are at 'their assignment's 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 30 minutes following the time the engineer is released from duty, the engineer will be paid on a minute basis at the pro rata rate of the last service (or deadheading) performed, for all time in excess of 30 minutes, 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 the pro rata rate of the last service (or deadheading) performed, for all time in excess of 30 minutes until a room is available or he commences duty or deadhead, whichever occurs first.

(b) At the away-from-home terminal, 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 meal prior to departure, each trip.

(c) Engineers who are performing this long pool service will be allowed payment for meals at the away-from-home terminal in accordance with national agreement provisions, except that if held 28 hours or more they will be allowed an additional meal allowance.

Section 10. Disciplinary hearings or investigations involving an engineer in this interseniority district service will normally be held at the engineer's home terminal except when there are other principals who live elsewhere. However, 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. However, should an engineer lose a trip as a result of attending an investigation which does not establish a rule violation which results in suspension or discharge, he will be allowed not less than 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 11. 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. If a cabooses of the type now in service is used, no more than one crew will be deadheaded on the working cabooses.

Section 12. (a) Engineers will be furnished a locker and adequate wash room facilities at both terminals in the immediate vicinity of the on/off duty point. Size of lockers to be 21" x 18" x 72".

(b) The following items on locomotives used in this interseniority district service will be maintained in proper condition:

- (i) Operable speed recorders on lead unit
- (ii) Cab heaters
- (iii) Cab weatherstripping
- (iv) Windshield and wiper
- (v) Drinking water and operable cooler
- (vi) Toilet facilities
- (vii) Working radio on operating (lead) unit

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 13. In this interseniority district service, engineers will not be expected to qualify themselves on their own time over territory with which they are not acquainted. The Carrier will provide pilots, who shall be engineers from the engineers' working lists when available for such service, "or will pay engineers on a mileage basis to make qualifying trips.. To initially expedite their qualifications, for the first 45 days the Carrier may utilize engineers assigned to this long pool service, augmenting them by using extra engineers, to make combination qualifying/piloting trips. After an extra engineer becomes qualified on the territory, he may be bypassed on the extra board, in order to facilitate the qualification of another extra engineer.

The Carrier may work such a pilot for the entire trip or only the portion on which he is needed, and in the latter instance may work and/or transport that pilot straightaway or turnaround with more than one crew (on a continuous-time or mileage basis) and without regard to the terminal release rules except at Twin Cities and Dilworth.

The Carrier will determine the number of trips an engineer should make to become qualified.

Section 14. 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 conditions provided for in this agreement, those provisions will supersede the provisions of this agreement.

Section 15. (a) Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provisions of schedule agreements between the BLE and former Northern Pacific Railway Company or this Carrier, and the Merger Protection Agreements as implemented between this Carrier and the Brotherhood of Locomotive Engineers.

(b) This interseniority district service may be inaugurated upon 15 days advance written notice by the Carrier.

Section 16. This agreement shall remain in effect until changed under the provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas, this 18<sup>th</sup> day of July, 1985.

FOR:  
BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

BY

\_\_\_\_\_  
General Chairman

FOR:  
BURLINGTON NORTHERN  
RAILROAD COMPANY

BY

\_\_\_\_\_  
Director - Employee Relations

BY

\_\_\_\_\_  
Assistant Vice President  
Labor Relations

EMPLOYEE PROTECTION AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In connection with the Twin Cities-Dilworth and Superior-Dilworth interseniority district service agreements executed this date,

IT IS AGREED:

1. (a) Every engineer adversely affected directly or indirectly as a result of the implementation of the above-mentioned agreements 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 that 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 and to provide further that allowances in those Sections 6 and 7 be increased by subsequent general wage increases. See also the exception contained in Paragraph (b) of this Section 1.

(b) Every engineer who, as of 12:01 a.m. on April 1, 1985, is home terminated at Staples, Minnesota will be considered to be immediately certified as adversely affected as of that date. Engineers who voluntarily exercise seniority to positions headquartered at Staples subsequent to April 1, 1985 will not be certified nor be considered adversely affected as a result of implementation on this agreement. An employee who is now out of service for disciplinary reasons, who during his last service met the assignment qualifications in the preceding sentence (i.e., home terminated at Staples on or before April 1, 1985), and who would have been assigned to the active working lists on that time and date had that discipline not occurred, if he is reinstated with full seniority rights, will become "immediately certified" effective with his return to the active working list.

So far as such "immediately certified" engineers (and any other engineer who qualifies for the earnings guarantee) are concerned, that portion of Section 6(a) of the WJPA commencing with the words "except however" and continuing through the remainder of the sentence, is replaced with the following:

\*\*\*except however that such engineer will not thereafter be considered to be adversely affected under agreement if he does not obtain an engineer's position under the above mentioned.

agreements at Fargo/Dilworth at the first opportunity that his seniority permits him to do so. Any engineer who declines to accept a position at Fargo/Dilworth, in seniority order, will then forfeit the protective features of this agreement until such time as he does obtain service under the above mentioned agreement.

(c) The words "length of service," as contained in Paragraph (a) of this Section, are interpreted (so far as this agreement i.s concerned) to include all continuous service in the operating crafts with this company, in determining the length of service foe purpose of the "period of payment" referred to therein.

2. Any engineer home terminaled at Staples as of the date the above-mentioned agreements are implemented, who elects to remain at such location but subsequently cannot continue to' hold an engineer's position at such location, will be provided moving and transfer allowances if he elects to take service at another location on his seniority district within three years of the implementing date, provided he actually moves.

3. (a) Any engineer required to change his residence as a result of the implementation of the above-mentioned agreements shall be subject to the benefits contained in Sections IO and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of \$400.00 and 5 basic days pay at the rate of last service performed to cover moving expense and time lost instead of the "two working days" provided by Section 10(a) of said agreement. The transferred engineer is entitled to actual necessary traveling expenses for himself and members of his family while moving, including automobile mileage for up to two motor vehicles at the current mileage rate (now 20.5 cents per mile).

(b) An engineer, as defined in the second paragraph of Section I(b) hereof, who obtains an assignment home terminated at Fargo/Dilworth shall be considered to be "required" to change his residence if his residence is closer to his present on/off duty point than to this new on/off duty point and that residence is also more than 35 miles from his new on/off duty point at Fargo/Dilworth. If the engineer is "required" to change his residence and does so, he must locate his new residence closer to his new on/off duty point than to his present on/off duty point. All distances shall be measured via the most direct automobile route. '

(c) If an employee (who is entitled to homeowner's protection on his residence) resides in a duplex that he owns, the Carrier will be liable to the extent of one-half of the established ,value of the entire duplex. Since the remainder is investment property, the Carrier has no obligation to buy such property, and the Carrier's liability applies only to making the employee whole (upon sale) to that value on one-half of the property or to paying him the applicable cash allowance applied to one-half of the total property value.

(d) Employees who are eligible for protection from loss on the sale of their residences must advise the company of all purchase offers that they receive for their residence so that the Company may have the opportunity to erect to have them accept the offer and pay the employee the difference, if any, between the offer and the agreed fair market value. The Carrier will not be liable for real estate commissions unless it has contracted for them.

(e) The term "residence" as used herein means the single primary abode of the employee, consisting of not more than one dwelling unit utilized for residential purposes only and on a building site of not more than two acres (or the minimum site required by zoning regulations in the community, if greater), including house trailer if "permanently" affixed to that site.

(f) Should controversy arise in respect to the value of the residence and areas, it shall be resolved in accordance with the provisions of Section 11(d) of the Washington Job Protection Agreement reading as follows: .

"Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, -loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively, and these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree, then the Chairman of the National Mediation Board shall be requested to appoint the third appraiser. decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party ' incurring them, including the salary of the appraiser selected by such party."

except that the underlined portion is modified to provide for (1) a conference between the General Chairman (or his representative) and the designated Carrier (labor relations) officer to attempt to resolve the difference, and failing there, (2) to select the third appraiser, or agree on who shall make the selection.

4. (a) Any engineer, as defined in Sections 1(b) or 2, hereof, who is required to change his residence as a result of the imple-

additional option:

During the three-year period commencing on the date this interseniority district service is inaugurated, he may elect to accept and be allowed an amount equal to 25 percent of the fair market value of his residence and retain ownership, in which event the Carrier will have no further obligation to him with respect to property, moving and relocation (transfer) expenses and allowances.

(b) Any engineer who is required to change his residence as a result of the implementation of the above mentioned agreements, who rents or leases his bona fide residence as of the date these agreements are implemented, will be entitled to the following additional option:

He may elect to accept and be allowed the sum of \$2,000 in which case the Carrier will have no further obligation with respect to rental or lease agreement, moving and relocation (transfer) expenses and allowances.

5. Nothing in this Agreement shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements: provided, however, that if a protected employee otherwise is eligible for protection under both this Agreement and same other job security or other protective conditions or arrangements, he shall elect between protection under this Agreement and protection under such other arrangement. So long as he continues to be protected under the arrangement which he so elects, he shall not be entitled to any protection or benefit (regardless of whether or not such benefit is duplicative) under the arrangement which he does not so elect: provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, . if any, of his protective period under that arrangement. There shall be no duplication or pyramiding of benefits to any employees, and the benefits under this Agreement, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits; and provided further, that an employee who elects protective benefits from another agreement shall still be subject to the provisions of the second paragraph of Section 1(b) and Section 3(b), above. An employee who is eligible for protection under more than one agreement must make his election within 60 days after he is furnished the amount he is guaranteed under this agreement.

Signed at Fort Worth, Texas this 18<sup>th</sup> day of July, 1985.

FOR: BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

BY: \_\_\_\_\_  
General Chairman

FOR: BURLINGTON NORTHERN  
RAILROAD COMPANY

BY: \_\_\_\_\_  
Director - Employee  
Relations

BY: \_\_\_\_\_  
Assistant Vice  
President  
Labor Relations

**S u p p l e m e n t a l**

**HOMEOWNER AGREEMENT**

**between**

**BURLINGTON NORTHERN RAILROAD COMPANY**

**and**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

In consideration of the various matters disposed of by the several agreements executed this date, the parties take special note of the lack of a market for residential property in and around Staples, Minnesota (witnessed by the fact that there were only 23 such sales in a recent 12-month period and here we are dealing with well in excess of 100 such residences) and the special employee hardships that would likely result from the application of the normal residential protective conditions. Now therefore,

IT IS AGREED that the "Employee Protection Agreement" is supplemented to the following extent. -

1. Any employee (i.e., a homeowner in Staples and vicinity) who is required to change his residence as a result of the implementation of these agreements, and who is otherwise eligible for protection from loss on the sale of his residence (that he owned as of January 24, 1985 and still owns on the date these agreements are implemented), may file written request for the company to purchase that residence after that employee has accepted the appraised fair market value of his, or her qualifying residence (or after the date that value was otherwise conclusively established, if later).

2. Upon receipt of an employee's request that the company purchase his or her residence, the company shall make the necessary arrangements to purchase that residence within 90 days after receipt of that request or the implementation date, whichever is later, provided the employee is then in position to deliver "clear title" and possession and to otherwise satisfy the usual seller's obligations in such property transfer. If for some reason beyond its control the Company is not in a position to "close" by the expiration of that 90-day period, all proratable charges (such as taxes and mortgage payments) shall be prorated as of the last day of that 90-day period. If for some reason the employee is not in a position to fulfill the seller's obligations and to give possession by the last day of that 90-day period, the proration shall be computed as of the day on which the sale is concluded (after he advises that he is able to do so).

3. (a) After receipt of the employee's request that the company purchase his or her residence, the company may take steps to list the residence for sale and the employee must cooperate with this sales effort including, but not limited to, permitting the "showing" of the residence by the company's sales agents to prospective buyers, individually or by "open house".

(b) The employee is obligated to maintain the residence in at least as good condition as it was when the appraisal was made and shall be required to otherwise care, maintain and protect the property from damage and/or deterioration, so that he or she delivers at closing, the property in as good a condition as it was when it was appraised and the fair market value established.

4. This agreement shall not constitute a precedent for negotiation or arbitration of other matters (similar in nature or not) and shall not be cited by the Organization in the handling of those other subjects and matters.

Signed at Fort Worth, Texas, this 18<sup>th</sup> day of July, 1985.

FOR: BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

FOR: BURLINGTON NORTHERN  
RAILROAD COMPANY

BY:

BY:

\_\_\_\_\_  
General Chairman

\_\_\_\_\_  
Director - Employee Relations

BY:

\_\_\_\_\_  
Assistant Vice President  
Labor Relations

BURLINGTON NORTHERN RAILROAD

Side Letter No. 1

(Date) 7-7-88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410  
333-On-Sibley Street  
St. Paul, Minnesota 55101

File: EF-86(i)-2

Dear Mr. Keppen:

In connection with the agreement dated July 18, 1985 providing for the establishment of interdivisional 'service between the Twin Cites Terminal and Dilworth and Mr. Ratcliff's letter of August 25, 1985 concerning the necessity of changing Section 1(b) of the Employee Protection Agreement due to delays in the implementing of the interdivisional service.

Therefore, it is agreed that Section 1(b) of the Employee Protective Agreement dated July 18, 1985, Ops 28-85, is changed to read as follows:

"(b) Every engineer who, as of 12:01 a.m. on February 15, 1988, is home terminated at Staples, Minnesota will be considered to be immediately certified as adversely affected as of that date. Engineers who voluntarily exercise seniority to positions headquartered at Staples subsequent to February 15, 1988 will not be certified nor be considered adversely affected as a result of implementation on this agreement. An employee who is now out of service for disciplinary reasons, who during his last service met the assignment qualifications in the preceding sentence (i.e., home terminated at Staples on or before February 15, 1988), and who would have been assigned to the active working lists on that time and date had that discipline not occurred, if he is reinstated with full seniority rights, will become "immediately certified" effective with his return to the active working list.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/070602,2

BURLINGTON NORTHERN RAILROAD

Side Letter No. 2

(Date) 7-7-88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410 333-On-Sibley Street  
St. Paul, Minnesota 55101

File: EF-86(i)-2

Dear Mr. Keppen:

In connection with our discussions of the implementation of the Twin Cities-Dilworth interdivisional service.

In that a freight pool will remain headquartered at Staples after the inauguration of interdivisional service between the Twin Cities and Dilworth, it is agreed that the Staples-Dilworth pool headquartered at Staples will provide all dog catching for the short pool in the territory between Staples and Dilworth and between Staples and Becker for the Becker Coal Pool.

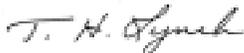
The Carrier reserves the right under Paragraph 6(c) of this interdivisional run agreement to use long pool crews to "dogcatch" other Interdivisional Pool Engineers and work the Engineers to the opposite terminal.

The Carrier also reserves its right to use yard crews to perform "dog catching" service to the extent as outlined in Article VIII of Arbitration Board No. 458, dated May 19, 1986.

It is also agreed that the Fargo-Dilworth Engineers Extra List will protect temporary vacancies and dog catch interdivisional service crews tied under provisions of the Hours of Service Law between Staples and Dilworth.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/070602,3

BURLINGTON NORTHERN RAILROAD

Side Letter No. 3

(Date) 7-7-88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410 333-On-Sibley Street  
St. Paul, Minnesota 55101

Dear Mr. Keppen:

File: EF-86(i)-2

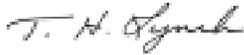
With reference to Labor Agreement Ops 29-85, dated July 18, 1985 concerning the elimination of the Staples Zone due to establishing interdivisional service between the Twin Cities and Dilworth

During our discussion of the interdivisional service you were advised that a short -pool would remain to handle traffic between Staples and Dilworth and, therefore, Staples was not being eliminated as a terminal.

It is, therefore, agreed that labor Agreement 29-85 will not be implemented until such time as Staples is eliminated as a terminal for freight service.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/070602,1

**BURLINGTON NORTHERN RAILROAD**

Twin Cities Region  
176 East Fifth Street  
P.O. Box 64960  
St. Paul, Minnesota 55164

(Date) 7/7/88

**Side Letter No. 4**

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410 333-On-Sibley Street  
St. Paul, Minnesota 55101

Dear Mr. Keppen:

In connection with our discussions concerning implementing Dilworth-Twin Cities Interseniority District Pool Freight Service.

An unassigned freight pool may be established at Staples, Minnesota with Staples being the home terminal, hereafter referred to as the unloading pool. This service is established by mutual concurrence, without prejudice to either parties position as stated in letters dated February 24, 1988 and March 25, 1988 appended hereto.

This pool will operate in turnaround service between Staples and M.P. 52.1 on the Minnesota 1st Subdivision, Lake Superior BLE Seniority District.

This pool will be manned by Engineers from the Minnesota Seniority District.

In order for Lake Superior Seniority District Engineers to recover the miles earned by Minnesota Seniority District Engineers in the unloading pool, additional turns will be allocated to Lake Superior Seniority District Engineers in the Twin Cities-Dilworth Interdivisional Pool sufficient to equalize these miles.

The Carrier will provide the involved Local Chairman with a monthly count of the line miles made by the unloading pool. Equalization of miles between the seniority districts will be initiated when an imbalance of 6,000 miles of equity is built up by either district. In the event the 6,000 mile threshold figure for equalization becomes impractical that figure will be subject to modification with the concurrence of the affected BLE Divisions.

It is also agreed, that engineers headquartered at Staples on the date the Dilworth-Twin Cities Interdivisional service and the coal unloading pool are established and are holding assignments in the Staples-Dilworth Pool or the Unloading Pool will be listed on Attachment "A" to this Letter of Understanding.

If at some future date these pools are permanently or substantially reduced because of operational changes these certified engineers if required to relocate will be provided the benefits of Burlington

Mr. W. C. Keppen  
Page 2

Northern Labor Agreement dated July 18, 1985, ops 28-85 and Burlington Northern  
Labor Agreement dated July 14, 1985, ops 30-85.

The parties agree to meet within 30 days following the implementation of the  
Dilworth-Twin Cities Interdivisional service and the coal unloading pool and  
agree on the engineers to be listed. on Attachment "A" hereto.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/050901

BURLINGTON NORTHERN RAILROAD

Twin Cities Region  
176 East Fifth Street  
P.O. Box 64960  
St. Paul, Minnesota 55164

Side Letter No. 5

(Date) 7/7/88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410 333-On-Sibley Street  
St. Paul, Minnesota 55101

File: JG-86(i) Twin Cities - Dilworth

Dear Mr. Keppen:

In connection with the Twin Cities - Fargo/Dilworth Interdivisional Run Agreement dated July 18, 1985, ops.26-85.

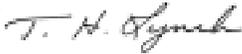
It is agreed that engineers at Staples who are effected as Engineers by the implementation of this Interdivisional Freight Pool Service, who continue to reside at Staples and are assigned to pool freight service at Dilworth will be called for service in the following manner:

These employes, upon written request, will be given an "alert" call at their home terminal at Staples, approximately 4 hours in advance of their scheduled departure (on duty) time, or the time that they are to expect cafle-J-to report for duty. Then, they are to inform the caller when and how they are departing from home to protect that anticipated call. When they arrive at Dilworth, they will contact the caller to determine if the on-duty time has been determined, and if so, they may be given the on-duty reporting time at that time: If the on-duty reporting time has not been determined, the Engineer must advise the caller the phone number where the engineer can be contacted when the on-duty time is determined (and .the engineer must be located at a place that will permit the engineer to report for duty within 30 minutes after being given a definite call).

Example: They are given a 4-hour alert at 5 a.m. and are told to expect to be called for 9:00 a.m.: At 9:00 a.m. they still have not been called: At 9:00 a.m. they will be given a call with a designated on-duty reporting time of anytime up to 10:30 a.m. or will be authorized to use the designated lodging facility.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/051701

BURLINGTON NORTHERN RAILROAD

Side Letter No. 6

(Date) 7-7-88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410  
333-On-Sibley Street  
St. Paul, Minnesota 55101

File: JG-86(i) Twin Cities-Dilworth

Dear Mr. Keppen:

In connection with our discussion concerning the implementing Interdivisional Freight Service between the Twin Cities Terminal and Fargo-Dilworth.

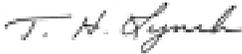
It is agreed, that Section 4(a) of the Employee Protection Agreement dated July 18; 1985, ops.28-85 should read as follows:

4. (a) Any engineer; as defined in Sections 1(b) or 2, hereof, who is required to change his residence as a result of the implementation of the above-mentioned agreements, who owned his bona fide residence as of January 24, 1985, and still owns it on the date this agreement is implemented, will be entitled to the following additional option:

During the three-year period commencing on the date this interseniority district service is inaugurated, he may elect to accept and be allowed an amount equal to 25 percent of the fair market value of his residence and retain ownership, in which event the Carrier will have no further obligation to him with respect to property, moving and relocation (transfer) expenses and allowances.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/070602,2

BURLINGTON NORTHERN RAILROAD

Side Letter No. 7

(Date) 7-7-88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410  
333-On-Sibley Street  
St. Paul, Minnesota 55101

File: JG-86(i)Twin Cities-Dilworth

Dear Mr. Keppen:

In consideration .of other understandings signed this date and the situation at Staples, Minnesota in connection with\* implementation of Interdivisional Freight Service between Northtown, Minnesota and Fargo/Dilworth the following understanding is adopted by the parties:

1. A list of all engineers, working as engineers, home terminated at Staples, Minnesota will be prepared and certified as being correct by the Carrier and the office of the BLE General Chairman. That list will be appended to this understanding for future reference.
2. The number of Engineers required to be moved from Staples as a result of implementation of this service will be determined by the carrier with notification provided to the BLE General Chairman. Engineers identified on the aforementioned list will be allowed to hake an election in seniority order to move or remain at Staples to the extent that the necessary quotas, Staples Jobs and Dilworth Jobs, are filled. Engineers required to move will be allowed the benefits as provided in BLE/BN Agreement OPS 28-85 dated July 18, 1585.
3. Engineers required to move in accordance with paragraph (2) above will not, thereafter, be allowed to displace any Engineer who remained at Staples on the date of implementation, unless their Engineer Seniority will not allow them to secure any other position as an engineer in the Minnesota Seniority District.
4. Engineers who have elected and who have moved in accordance with paragraph (2) above will be allowed to exercise seniority to any position at Staples which is not held at that time by a Staples Engineer who remained at Staples upon implementation of the Interdivisional service.

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.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/052402p

BURLINGTON NORTHERN RAILROAD

Side Letter No. 8

(Date) 7-7-88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410  
333-On-Sibley Street  
St. Paul, Minnesota 55101

File: JG-86(i) Twin Cities-Dilworth

Dear Mr. Keppen:

It is agreed, that the implementation of Interdivisional service between the Twin Cities Terminal and Fargo-Dilworth under the terms and conditions of Burlington Northern Labor Agreement OPS-26-85, dated July 18, 1985 and other associated agreements relating thereto is without prejudice to either parties position as to the application of Article IX of Arbitration Award 458 dated May 19, 1986.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/053101

**BURLINGTON NORTHERN RAILROAD**

3000 Continental Plaza  
777 Main Street  
Fort Worth, Texas 76102

**Side Letter No. 9**

July 1, 1985

File: EF86(i)-2 Twin Cities-Dilworth  
EF86(i)-2 Superior-Dilworth

Mr. R. E. Pelava  
General Chairman, BLE  
333-On-Sibley Street  
Suite 410  
Saint Paul, Minnesota 55101

Dear Mr. Pelava:

In connection with our negotiation of interseniority district service between Twin Cities, Minnesota and Dilworth, Minnesota and between Superior, Wisconsin and Dilworth, Minnesota, you have expressed concern over Section 4 of the agreements which provides for deadhead out of turn from the away-from-home terminal.

In this regard, it is agreed that when an engineer is "deadheaded out of turn", without legal rest, he will be deadheaded on Amtrak, highway vehicle or priority train, if possible. -

Sincerely,

AGREED:

J. J. Ratcliff  
Assistant Vice President  
Labors Relations

General Chairman, BLE

3053j10185000004c07

Side Letter No. 10

Mr. R. E. Pelava  
General Chairman, BLE  
333-On-Sibley Street, Suite 410  
St. Paul, Minnesota 55101

July 18, 1985  
Files EF-86(i)-2 Sup-Dil  
EF-86(i)-2 TC-Dil

Dear Mr. Pelava:

This refers to the agreements signed this date for the establishment of interseniority district freight service between Twin Cities and Dilworth and between Superior and Dilworth.

Regarding Section 13 of the agreements, we agreed that no engineer who, immediately prior to the inauguration of the interseniority district service, held a position in either of the short pools operating between Twin Cities-Staples or Staples-Dilworth or on an extra list protecting such short pools, will be required to qualify on his own time; provided however, any such short pool or extra engineer who could have (i.e., had sufficient seniority to have) held this interseniority district pool or an extra list protecting such pool, but did not do so, will be required to qualify on his own time (without pay like other engineers. This provision will also (only) apply to engineers in the Superior "Box Car" freight pool whose positions are eliminated by the establishment of the Superior-Dilworth interseniority district service, who cannot hold a position in the "Box Car" or interseniority district pools, or the extra board, when the interseniority district service is implemented.

The Carrier's obligation is limited to paying the engineer for qualifying trip(s) only on that portion on the interseniority district service territory that is off his seniority district and on which he is not qualified.

Sincerely,

AGREED:

J. O. Ratcliff  
Assistant Vice President  
Labor Relations

General Chairman - BLE

3053j1238500004b01

LETTER OF AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DIVISIONS 202 AND 517

It is hereby agreed that the provisions of Ops-26-85 (Twin Cities -Dilworth Interseniorty District Service) dated July 18, 1985, Section 4 (a) will be modified to the following extent:

1) Long pool engineers may be deadheaded out of turn from their away from home terminal at any time after their arrival.

NOTE: Engineers may be deadheaded out of turn regardless of their relative standing within the pool rotation, i.e., either home terminal engineers or other away from home engineers.

2) Engineers missing a call to deadhead out of turn prior to obtaining their legal rest will not be considered as having missed a call.

3) It is understood that runaround claims will not be progressed when engineers are deadheaded out of turn under the provisions of this agreement.

4) The Dispatchers Office will strive to call engineers deadheading out of turn as soon as possible upon their arrival at the away frog. home terminal.

5) The Dispatchers Office will monitor deadheading and attempt to equalize per Section 7 of the ID Agreement (Twin Cities 54% - Dilworth 46%).

6) The Dispatchers office will monitor deadheading and attempt to equalize the number of deadhead trips between engineers assigned to the same home terminal.

Nothing contained herein shall be construed as modifying, amending, or superseding any provisions of the Twin City - Dilworth Intraseniorty Agreement except as specifically provided herein.

This agreement will become effective on 1-16-95 and will remain in effect subject to the serving of a ten (10) day written notice by either party upon the other.

BURLINGTON NORTHERN RAILROAD  
COMPANY

BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

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LOCAL CHAIRMAN DIV. 202

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LOCAL CHAIRMAN DIV. 517

September 11, 1988

Mr. D. G. Anderson  
Superintendent  
Minnesota Division

Dear Sir;

In regards to the Interdivisional Run, Minneapolis to Dilworth and the effects of deadheading with pay of 108 miles at the minimum rate that is paid, as against the working pay of 232.4 miles at the weight on drivers of the units used.

The members of The Brotherhood of Locomotive Engineers, Division 517, with division action at the August 3rd, 1988 meeting have voted to put into effect the same method of recovering the losses sustained by engineers who are deadheaded as is currently used by the Dilworth end of the same pool.

The members of Division 517 would like to have this move up of engineers to take effect as soon as possible.

Thank You;

M. A. McMahon  
Local Chairman BLE  
Division 517

MEMORANDUM OF AGREEMENT

BETWEEN

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

AND

BURLINGTON NORTHERN RAILROAD COMPANY

It is hereby mutually agreed that certain provisions of Section 1 of the July 18, 1985 Interdivivisional Run Thru Agreement are Modified with respect to their application to the freight pool between the Twin Cities and Dilworth for which the Twin Cities is the source of supply.

1. Engineers who are required to deadhead either from the Twin Cities to Dilworth or from Dilworth to the Twin Cities may elect to be placed ahead of the last engineer on the inactive list at Minneapolis upon their return to the Twin Cities as follows:

(a) With six through eight turns in the pool, an engineer may move ahead two turns.

(b) With nine through twelve turns in the pool, an engineer may move ahead three turns.

(c) With thirteen through fifteen turns in the pool, an engineer may move ahead four turns.

(d) With sixteen through eighteen turns in the pool, an engineer may move ahead five turns.

(e) With nineteen through twenty-two turns in the pool an engineer may move ahead six turns.

(f) With twenty-three through twenty-five turns in the pool, an engineer may move ahead seven turns.

(g) With twenty-six through twenty-nine turns in the pool an engineer may move ahead eight turns.

2. Engineers who are required to deadhead in both directions may elect to be placed ahead twice the number of turns as indicated above on the inactive list at Minneapolis on their return to Minneapolis. NOTE: The phrase "upon their return to Minneapolis" means that engineers desiring to be advanced in accordance with this agreement must notify the Minneapolis Crew Caller at the time that they go off duty at Minneapolis or they shall forfeit the right to do so.

3. Engineers effecting to be advanced will not be placed on a position ahead of being first out on the inactive list.

4. It is understood that no runaround payment will be allowed when engineers are advanced in accordance with this agreement.

\_\_\_\_\_  
For the Burlington Northern  
Date \_\_\_\_\_

\_\_\_\_\_  
For the BLE  
Date \_\_\_\_\_

LOCAL CHAIRMAN  
2501 ARROWHEAD ROAD  
FARGO, NORTH DAKOTA 58103

Brotherhood of Locomotive Engineers

DIVISION 202

December 26, 1986

Mr. T. A. Griffith  
Division Superintendent  
801 Main Avenue  
Fargo, North Dakota 58103

Dear Mr. Griffith:

This letter has reference to the agreement of June 30, 1986 made to alleviate the loss of earnings to engineers in the Dilworth-Minot Interdivisional Pool.

The agreement has now been in effect long enough to see that it will work very well but has a flaw in it, the number of turns an engineer will move ahead should be controlled by the number of engineer turns in the pool. Each time an engineer deadheads in this pool he suffers a loss of earnings of approximately 29% of one trip (484 miles less 112 miles ), therefore, with eleven engineers in the pool, moving ahead three turns equalizes very well. With more than eleven engineer turns in the pool, the benefits of moving ahead three turns start to be reduced. With eleven turns in the pool, an engineer should move ahead 3.19 turns to regain the earnings lost. With fourteen turns in the pool, he should move ahead 4.06 turns and with eighteen turns in the pool, an engineer would have to move ahead 5.22 turns to, gain back the loss of earnings for each time he is required to deadhead.

It is respectfully requested that you will make the enclosed side letter a part of the June 30, 1986 agreement mentioned previously.

Thank you.

Sincerely yours,

J.W. Beeler  
Local Chairman  
BLE Div. 202

Attachment (2)

MEMORANDUM OF AGREEMENT

BETWEEN

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

AND

BURLINGTON NORTHERN RAILROAD COMPANY

IT IS HEREBY MUTUALLY AGREED that certain provisions of Section 1 of the July 18, 1955 Interdivisional Run Thru Agreement are modified with respect to their application to the freight pool between Dilworth and Twin Cities for which Dilworth is the source of supply. .

1. Engineers who are required to deadhead either from Dilworth to Twin Cities or from Twin Cities to Dilworth may elect to be placed ahead of the last engineers on the inactive list at Dilworth upon their return to Dilworth as follows:

- (a) With five turns in the pool, an engineer may move ahead one turn.
- (b) With six through eight turns in the pool, an engineer may move ahead two turns.
- (c) With nine through twelve turns in the pool, an engineer may move ahead three turns.
- (d) With thirteen through fifteen turns in the pool, an engineer may move ahead four turns.
- (e) With sixteen through eighteen turns in the pool an engineer may move ahead five turns.
- (f) With nineteen through twenty-two turns in the pool, an engineer may move ahead six turns.
- (g) With twenty-three through twenty-five turns in the pool, an engineer may move ahead seven turns.

2. Engineers who are required to deadhead in both directions may elect to be placed ahead twice the number of turns as indicated above on the inactive list at Dilworth upon their return to Dilworth.

NOTE: The phrase "upon their return to Dilworth" means that engineers desiring to be advanced in accordance with this agreement must notify the Dilworth Crew Caller at the time they go off duty at Dilworth or they shall forfeit the right to do so.

3. Engineers electing to be advanced will not be placed on a position ahead of being first out on the inactive list.

4. It is understood that no runaround payment will be allowed when engineers are advanced in accordance with this agreement.

J. W. BEELER,  
LOCAL CHAIRMAN  
2501 ARROWHEAD ROAD  
FARGO, NORTH DAKOTA 58103

***Brotherhood of Locomotive Engineers***

DIVISION 202

February 26, 1985

Mr. H. O. Spitsberg  
Chief Crew Clerk  
Dilworth, Minnesota

Dear Sir;

Effective this date the agreement of July 1, 1986 which provides an engineer may move ahead after deadheading has been revised as follows:

With thirteen (13) or less engineers in pool two, an engineer will be allowed to move ahead three (3) places for each deadhead.

With fourteen (14) through seventeen (17) engineers in the pools, an engineer will be allowed to move ahead four (4) places for each deadhead.

With eighteen (18) or more engineers in the pools an engineer will be mowed to move ahead five (5) places for each deadhead.

All other provisions of the agreement remain unchanged.

Sincerely,

J. W. Beeler  
Local Chairman  
BLE Div. 202

Cy: All pool two engineers

Minneapolis, Minnesota  
February 12, 1990

J. M. Arrington  
D. R. Casey

Starting Monday, February 12, 1990, we will no longer maintain the Dilworth active pool at five turns. We will adjust the active list daily to the number needed. We will run the Minneapolis-Dilworth interdivisional pool in accordance with the schedule agreement. The letter of March 9, 1989 from R. E. Schultz to Dave LeGree is no longer in effect.

M. D. McLaughlin  
Trainmaster/Road Foreman

cc: C.E. Doggett  
R. E. Schultz  
L. F. Baker

Minneapolis, Minnesota  
February 12, 1990

J. M. Arrington  
D. R. Casey

After meeting on Monday, February 12, 1990 with Dave LaGree, Joe Beeler, and Mike McMahon we will try the following:

1. Dilworth active list will be maintained at four. If we need to adjust please talk to Joe Beeler.
2. We will maintain the Minneapolis active list so that we do not get called off inactive list.
3. At no time will Dilworth list go to zero.

If problems come up we will get all parties together and discuss this issue.

M. D. McLaughlin  
Trainmaster/Road Foreman

cc: C. E. Doggett  
L. F. Baker  
Joe Beeler  
Mike McMahon  
Dave LaGree  
file

021290.02

NORTHERN REGION  
LAKES DIVISION  
Operations Services

80 Forty-Fourth Avenue N.E.  
Minneapolis, Minnesota 55421

March 9, 1989

Mr. D. L. LaGree  
Vice General Chairman BLE  
33-on-Sibley Street #410  
St Paul, Minnesota 55101

Dear Dave;

This will confirm what we agreed to during the week you observed the operation of the Northtown/Dilworth ID Pool.

1. We agreed that the Active list at Dilworth would not go below 5 on a regular basis.
2. The active list at Dilworth could fluctuate daily above 5
3. The Side agreement whereby Engineers who have deadheaded move up turns would be cancelled.
4. As far as possible and when it will not interfere with operations and costs, deadheads will be divided equally among Engineers in each pool.

All of the above is on a trial basis. If any problems arise we will again meet and discuss them.

At our last meeting you indicated that you would not need any further figures or simulations. If this changes, please contact me.

Richard E. Schultz  
Manager, Payroll & Personnel

RES/rm

cc: C. E. Doggett  
C. F. Tye  
J. W. Ellstrom

EMPLOYEE PROTECTION AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In connection with the Twin Cities-Dilworth and Superior-Dilworth interseniority district service agreements executed this date,

IT IS AGREED:

1. (a) Every engineer adversely affected directly or indirectly as a result of the implementation of the above-mentioned agreements 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 that 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 and to provide further that allowances in those Sections 6 and 7 be increased by subsequent general wage increases. See also the exception contained in Paragraph (b) of this Section 1.

(b) Every engineer who, as of 12:01 a.m. on April 1, 1985, is home terminated at Staples, Minnesota will be considered to be immediately certified as adversely affected as of that date. Engineers who voluntarily exercise seniority to positions headquartered at Staples subsequent to April 1, 1985 will not be certified nor be considered adversely affected as a result of implementation on this agreement. An employee who is now out of service for disciplinary reasons, who during his last service met the assignment qualifications in the preceding sentence (i.e., home terminated at Staples on or before April 1, 1985), and who would have been assigned to the active working lists on that time and date had that discipline not occurred, if he is reinstated with full seniority rights, will become "immediately certified" effective with his return to the active working list.

So far as such "immediately certified" engineers (and any other engineer who qualifies for the earnings guarantee) are concerned, that portion of Section 6(a) of the WJPA commencing with the words "except however" and continuing through the remainder of the sentence, is replaced with the following:

\*\*\*except however that such engineer will not thereafter be considered to be adversely affected under agreement if he does not obtain an engineer's position under the above mentioned.

agreements at Fargo/Dilworth at the first opportunity that his seniority permits him to do so. Any engineer who declines to accept a position at Fargo/Dilworth, in seniority order, will then forfeit the protective features of this agreement until such time as he does obtain service under the above mentioned agreement.

(c) The words "length of service," as contained in Paragraph (a) of this Section, are interpreted (so far as this agreement i.s concerned) to include all continuous service in the operating crafts with this company, in determining the length of service foe purpose of the "period of payment" referred to therein.

2. Any engineer home terminaled at Staples as of the date the above-mentioned agreements are implemented, who elects to remain at such location but subsequently cannot continue to' hold an engineer's position at such location, will be provided moving and transfer allowances if he elects to take service at another location on his seniority district within three years of the implementing date, provided he actually moves.

3. (a) Any engineer required to change his residence as a result of the implementation of the above-mentioned agreements shall be subject to the benefits contained in Sections IO and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of \$400.00 and 5 basic days pay at the rate of last service performed to cover moving expense and time lost instead of the "two working days" provided by Section 10(a) of said agreement. The transferred engineer is entitled to actual necessary traveling expenses for himself and members of his family while moving, including automobile mileage for up to two motor vehicles at the current mileage rate (now 20.5 cents per mile).

(b) An engineer, as defined in the second paragraph of Section I(b) hereof, who obtains an assignment home terminated at Fargo/Dilworth shall be considered to be "required" to change his residence if his residence is closer to his present on/off duty point than to this new on/off duty point and that residence is also more than 35 miles from his new on/off duty point at Fargo/Dilworth. If the engineer is "required" to change his residence and does so, he must locate his new residence closer to his new on/off duty point than to his present on/off duty point. All distances shall be measured via the most direct automobile route. '

(c) If an employee (who is entitled to homeowner's protection on his residence) resides in a duplex that he owns, the Carrier will be liable to the extent of one-half of the established ,value of the entire duplex. Since the remainder is investment property, the Carrier has no obligation to buy such property, and the Carrier's liability applies only to making the employee whole (upon sale) to that value on one-half of the property or to paying him the applicable cash allowance applied to one-half of the total property value.

(d) Employees who are eligible for protection from loss on the sale of their residences must advise the company of all purchase offers that they receive for their residence so that the Company may have the opportunity to erect to have them accept the offer and pay the employee the difference, if any, between the offer and the agreed fair market value. The Carrier will not be liable for real estate commissions unless it has contracted for them.

(e) The term "residence" as used herein means the single primary abode of the employee, consisting of not more than one dwelling unit utilized for residential purposes only and on a building site of not more than two acres (or the minimum site required by zoning regulations in the community, if greater), including house trailer if "permanently" affixed to that site.

(f) Should controversy arise in respect to the value of the residence and areas, it shall be resolved in accordance with the provisions of Section 11(d) of the Washington Job Protection Agreement reading as follows: .

"Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, -loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively, and these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree, then the Chairman of the National Mediation Board shall be requested to appoint the third appraiser. decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party ' incurring them, including the salary of the appraiser selected by such party."

except that the underlined portion is modified to provide for (1) a conference between the General Chairman (or his representative) and the designated Carrier (labor relations) officer to attempt to resolve the difference, and failing there, (2) to select the third appraiser, or agree on who shall make the selection.

4. (a) Any engineer, as defined in Sections 1(b) or 2, hereof, who is required to change his residence as a result of the imple-

additional option:

During the three-year period commencing on the date this interseniority district service is inaugurated, he may elect to accept and be allowed an amount equal to 25 percent of the fair market value of his residence and retain ownership, in which event the Carrier will have no further obligation to him with respect to property, moving and relocation (transfer) expenses and allowances.

(b) Any engineer who is required to change his residence as a result of the implementation of the above mentioned agreements, who rents or leases his bona fide residence as of the date these agreements are implemented, will be entitled to the following additional option:

He may elect to accept and be allowed the sum of \$2,000 in which case the Carrier will have no further obligation with respect to rental or lease agreement, moving and relocation (transfer) expenses and allowances.

5. Nothing in this Agreement shall be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements: provided, however, that if a protected employee otherwise is eligible for protection under both this Agreement and same other job security or other protective conditions or arrangements, he shall elect between protection under this Agreement and protection under such other arrangement. So long as he continues to be protected under the arrangement which he so elects, he shall not be entitled to any protection or benefit (regardless of whether or not such benefit is duplicative) under the arrangement which he does not so elect: provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, . if any, of his protective period under that arrangement. There shall be no duplication or pyramiding of benefits to any employees, and the benefits under this Agreement, or any other arrangement, shall be construed to include the conditions, responsibilities and obligations accompanying such benefits; and provided further, that an employee who elects protective benefits from another agreement shall still be subject to the provisions of the second paragraph of Section 1(b) and Section 3(b), above. An employee who is eligible for protection under more than one agreement must make his election within 60 days after he is furnished the amount he is guaranteed under this agreement.

Signed at Fort Worth, Texas this 18<sup>th</sup> day of July, 1985.

FOR: BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

BY: \_\_\_\_\_  
General Chairman

FOR: BURLINGTON NORTHERN  
RAILROAD COMPANY

BY: \_\_\_\_\_  
Director - Employee  
Relations

BY: \_\_\_\_\_  
Assistant Vice  
President  
Labor Relations

**S u p p l e m e n t a l**

**HOMEOWNER AGREEMENT**

**between**

**BURLINGTON NORTHERN RAILROAD COMPANY**

**and**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

In consideration of the various matters disposed of by the several agreements executed this date, the parties take special note of the lack of a market for residential property in and around Staples, Minnesota (witnessed by the fact that there were only 23 such sales in a recent 12-month period and here we are dealing with well in excess of 100 such residences) and the special employee hardships that would likely result from the application of the normal residential protective conditions. Now therefore,

IT IS AGREED that the "Employee Protection Agreement" is supplemented to the following extent. -

1. Any employee (i.e., a homeowner in Staples and vicinity) who is required to change his residence as a result of the implementation of these agreements, and who is otherwise eligible for protection from loss on the sale of his residence (that he owned as of January 24, 1985 and still owns on the date these agreements are implemented), may file written request for the company to purchase that residence after that employee has accepted the appraised fair market value of his, or her qualifying residence (or after the date that value was otherwise conclusively established, if later).

2. Upon receipt of an employee's request that the company purchase his or her residence, the company shall make the necessary arrangements to purchase that residence within 90 days after receipt of that request or the implementation date, whichever is later, provided the employee is then in position to deliver "clear title" and possession and to otherwise satisfy the usual seller's obligations in such property transfer. If for some reason beyond its control the Company is not in a position to "close" by the expiration of that 90-day period, all proratable charges (such as taxes and mortgage payments) shall be prorated as of the last day of that 90-day period. If for some reason the employee is not in a position to fulfill the seller's obligations and to give possession by the last day of that 90-day period, the proration shall be computed as of the day on which the sale is concluded (after he advises that he is able to do so).

3. (a) After receipt of the employee's request that the company purchase his or her residence, the company may take steps to list the residence for sale and the employee must cooperate with this sales effort including, but not limited to, permitting the "showing" of the residence by the company's sales agents to prospective buyers, individually or by "open house".

(b) The employee is obligated to maintain the residence in at least as good condition as it was when the appraisal was made and shall be required to otherwise care, maintain and protect the property from damage and/or deterioration, so that he or she delivers at closing, the property in as good a condition as it was when it was appraised and the fair market value established.

4. This agreement shall not constitute a precedent for negotiation or arbitration of other matters (similar in nature or not) and shall not be cited by the Organization in the handling of those other subjects and matters.

Signed at Fort Worth, Texas, this 18<sup>th</sup> day of July, 1985.

FOR: BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

FOR: BURLINGTON NORTHERN  
RAILROAD COMPANY

BY:

BY:

\_\_\_\_\_  
General Chairman

\_\_\_\_\_  
Director - Employee Relations

BY:

\_\_\_\_\_  
Assistant Vice President  
Labor Relations

BURLINGTON NORTHERN RAILROAD

Side Letter No. 1

(Date) 7-7-88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410  
333-On-Sibley Street  
St. Paul, Minnesota 55101

File: EF-86(i)-2

Dear Mr. Keppen:

In connection with the agreement dated July 18, 1985 providing for the establishment of interdivisional 'service between the Twin Cites Terminal and Dilworth and Mr. Ratcliff's letter of August 25, 1985 concerning the necessity of changing Section 1(b) of the Employee Protection Agreement due to delays in the implementing of the interdivisional service.

Therefore, it is agreed that Section 1(b) of the Employee Protective Agreement dated July 18, 1985, Ops 28-85, is changed to read as follows:

"(b) Every engineer who, as of 12:01 a.m. on February 15, 1988, is home terminated at Staples, Minnesota will be considered to be immediately certified as adversely affected as of that date. Engineers who voluntarily exercise seniority to positions headquartered at Staples subsequent to February 15, 1988 will not be certified nor be considered adversely affected as a result of implementation on this agreement. An employee who is now out of service for disciplinary reasons, who during his last service met the assignment qualifications in the preceding sentence (i.e., home terminated at Staples on or before February 15, 1988), and who would have been assigned to the active working lists on that time and date had that discipline not occurred, if he is reinstated with full seniority rights, will become "immediately certified" effective with his return to the active working list.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/070602,2

BURLINGTON NORTHERN RAILROAD

Side Letter No. 2

(Date) 7-7-88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410 333-On-Sibley Street  
St. Paul, Minnesota 55101

File: EF-86(i)-2

Dear Mr. Keppen:

In connection with our discussions of the implementation of the Twin Cities-Dilworth interdivisional service.

In that a freight pool will remain headquartered at Staples after the inauguration of interdivisional service between the Twin Cities and Dilworth, it is agreed that the Staples-Dilworth pool headquartered at Staples will provide all dog catching for the short pool in the territory between Staples and Dilworth and between Staples and Becker for the Becker Coal Pool.

The Carrier reserves the right under Paragraph 6(c) of this interdivisional run agreement to use long pool crews to "dogcatch" other Interdivisional Pool Engineers and work the Engineers to the opposite terminal.

The Carrier also reserves its right to use yard crews to perform "dog catching" service to the extent as outlined in Article VIII of Arbitration Board No. 458, dated May 19, 1986.

It is also agreed that the Fargo-Dilworth Engineers Extra List will protect temporary vacancies and dog catch interdivisional service crews tied under provisions of the Hours of Service Law between Staples and Dilworth.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/070602,3

BURLINGTON NORTHERN RAILROAD

Side Letter No. 3

(Date) 7-7-88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410 333-On-Sibley Street  
St. Paul, Minnesota 55101

Dear Mr. Keppen:

File: EF-86(i)-2

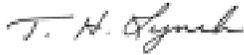
With reference to Labor Agreement Ops 29-85, dated July 18, 1985 concerning the elimination of the Staples Zone due to establishing interdivisional service between the Twin Cities and Dilworth

During our discussion of the interdivisional service you were advised that a short -pool would remain to handle traffic between Staples and Dilworth and, therefore, Staples was not being eliminated as a terminal.

It is, therefore, agreed that labor Agreement 29-85 will not be implemented until such time as Staples is eliminated as a terminal for freight service.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/070602,1

**BURLINGTON NORTHERN RAILROAD**

Twin Cities Region  
176 East Fifth Street  
P.O. Box 64960  
St. Paul, Minnesota 55164

(Date) 7/7/88

**Side Letter No. 4**

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410 333-On-Sibley Street  
St. Paul, Minnesota 55101

Dear Mr. Keppen:

In connection with our discussions concerning implementing Dilworth-Twin Cities Interseniority District Pool Freight Service.

An unassigned freight pool may be established at Staples, Minnesota with Staples being the home terminal, hereafter referred to as the unloading pool. This service is established by mutual concurrence, without prejudice to either parties position as stated in letters dated February 24, 1988 and March 25, 1988 appended hereto.

This pool will operate in turnaround service between Staples and M.P. 52.1 on the Minnesota 1st Subdivision, Lake Superior BLE Seniority District.

This pool will be manned by Engineers from the Minnesota Seniority District.

In order for Lake Superior Seniority District Engineers to recover the miles earned by Minnesota Seniority District Engineers in the unloading pool, additional turns will be allocated to Lake Superior Seniority District Engineers in the Twin Cities-Dilworth Interdivisional Pool sufficient to equalize these miles.

The Carrier will provide the involved Local Chairman with a monthly count of the line miles made by the unloading pool. Equalization of miles between the seniority districts will be initiated when an imbalance of 6,000 miles of equity is built up by either district. In the event the 6,000 mile threshold figure for equalization becomes impractical that figure will be subject to modification with the concurrence of the affected BLE Divisions.

It is also agreed, that engineers headquartered at Staples on the date the Dilworth-Twin Cities Interdivisional service and the coal unloading pool are established and are holding assignments in the Staples-Dilworth Pool or the Unloading Pool will be listed on Attachment "A" to this Letter of Understanding.

If at some future date these pools are permanently or substantially reduced because of operational changes these certified engineers if required to relocate will be provided the benefits of Burlington

Mr. W. C. Keppen  
Page 2

Northern Labor Agreement dated July 18, 1985, ops 28-85 and Burlington Northern  
Labor Agreement dated July 14, 1985, ops 30-85.

The parties agree to meet within 30 days following the implementation of the  
Dilworth-Twin Cities Interdivisional service and the coal unloading pool and  
agree on the engineers to be listed. on Attachment "A" hereto.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/050901

BURLINGTON NORTHERN RAILROAD

Twin Cities Region  
176 East Fifth Street  
P.O. Box 64960  
St. Paul, Minnesota 55164

Side Letter No. 5

(Date) 7/7/88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410 333-On-Sibley Street  
St. Paul, Minnesota 55101

File: JG-86(i) Twin Cities - Dilworth

Dear Mr. Keppen:

In connection with the Twin Cities - Fargo/Dilworth Interdivisional Run Agreement dated July 18, 1985, ops.26-85.

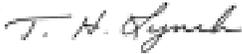
It is agreed that engineers at Staples who are effected as Engineers by the implementation of this Interdivisional Freight Pool Service, who continue to reside at Staples and are assigned to pool freight service at Dilworth will be called for service in the following manner:

These employes, upon written request, will be given an "alert" call at their home terminal at Staples, approximately 4 hours in advance of their scheduled departure (on duty) time, or the time that they are to expect cafle-J-to report for duty. Then, they are to inform the caller when and how they are departing from home to protect that anticipated call. When they arrive at Dilworth, they will contact the caller to determine if the on-duty time has been determined, and if so, they may be given the on-duty reporting time at that time: If the on-duty reporting time has not been determined, the Engineer must advise the caller the phone number where the engineer can be contacted when the on-duty time is determined (and .the engineer must be located at a place that will permit the engineer to report for duty within 30 minutes after being given a definite call).

Example: They are given a 4-hour alert at 5 a.m. and are told to expect to be called for 9:00 a.m.: At 9:00 a.m. they still have not been called: At 9:00 a.m. they will be given a call with a designated on-duty reporting time of anytime up to 10:30 a.m. or will be authorized to use the designated lodging facility.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/051701

BURLINGTON NORTHERN RAILROAD

Side Letter No. 6

(Date) 7-7-88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410  
333-On-Sibley Street  
St. Paul, Minnesota 55101

File: JG-86(i) Twin Cities-Dilworth

Dear Mr. Keppen:

In connection with our discussion concerning the implementing Interdivisional Freight Service between the Twin Cities Terminal and Fargo-Dilworth.

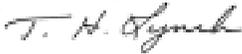
It is agreed, that Section 4(a) of the Employee Protection Agreement dated July 18; 1985, ops.28-85 should read as follows:

4. (a) Any engineer; as defined in Sections 1(b) or 2, hereof, who is required to change his residence as a result of the implementation of the above-mentioned agreements, who owned his bona fide residence as of January 24, 1985, and still owns it on the date this agreement is implemented, will be entitled to the following additional option:

During the three-year period commencing on the date this interseniority district service is inaugurated, he may elect to accept and be allowed an amount equal to 25 percent of the fair market value of his residence and retain ownership, in which event the Carrier will have no further obligation to him with respect to property, moving and relocation (transfer) expenses and allowances.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/070602,2

BURLINGTON NORTHERN RAILROAD

Side Letter No. 7

(Date) 7-7-88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410  
333-On-Sibley Street  
St. Paul, Minnesota 55101

File: JG-86(i)Twin Cities-Dilworth

Dear Mr. Keppen:

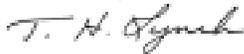
In consideration .of other understandings signed this date and the situation at Staples, Minnesota in connection with\* implementation of Interdivisional Freight Service between Northtown, Minnesota and Fargo/Dilworth the following understanding is adopted by the parties:

1. A list of all engineers, working as engineers, home terminated at Staples, Minnesota will be prepared and certified as being correct by the Carrier and the office of the BLE General Chairman. That list will be appended to this understanding for future reference.
2. The number of Engineers required to be moved from Staples as a result of implementation of this service will be determined by the carrier with notification provided to the BLE General Chairman. Engineers identified on the aforementioned list will be allowed to hake an election in seniority order to move or remain at Staples to the extent that the necessary quotas, Staples Jobs and Dilworth Jobs, are filled. Engineers required to move will be allowed the benefits as provided in BLE/BN Agreement OPS 28-85 dated July 18, 1585.
3. Engineers required to move in accordance with paragraph (2) above will not, thereafter, be allowed to displace any Engineer who remained at Staples on the date of implementation, unless their Engineer Seniority will not allow them to secure any other position as an engineer in the Minnesota Seniority District.
4. Engineers who have elected and who have moved in accordance with paragraph (2) above will be allowed to exercise seniority to any position at Staples which is not held at that time by a Staples Engineer who remained at Staples upon implementation of the Interdivisional service.

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.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/052402p

BURLINGTON NORTHERN RAILROAD

Side Letter No. 8

(Date) 7-7-88

Mr. W. C. Keppen  
General Chairman - BLE  
Suite 410  
333-On-Sibley Street  
St. Paul, Minnesota 55101

File: JG-86(i) Twin Cities-Dilworth

Dear Mr. Keppen:

It is agreed, that the implementation of Interdivisional service between the Twin Cities Terminal and Fargo-Dilworth under the terms and conditions of Burlington Northern Labor Agreement OPS-26-85, dated July 18, 1985 and other associated agreements relating thereto is without prejudice to either parties position as to the application of Article IX of Arbitration Award 458 dated May 19, 1986.

Sincerely,

AGREED:



T. H. Lynch  
Director Employee Relations

General Chairman - BLE

dro/053101

**BURLINGTON NORTHERN RAILROAD**

3000 Continental Plaza  
777 Main Street  
Fort Worth, Texas 76102

**Side Letter No. 9**

July 1, 1985

File: EF86(i)-2 Twin Cities-Dilworth  
EF86(i)-2 Superior-Dilworth

Mr. R. E. Pelava  
General Chairman, BLE  
333-On-Sibley Street  
Suite 410  
Saint Paul, Minnesota 55101

Dear Mr. Pelava:

In connection with our negotiation of interseniority district service between Twin Cities, Minnesota and Dilworth, Minnesota and between Superior, Wisconsin and Dilworth, Minnesota, you have expressed concern over Section 4 of the agreements which provides for deadhead out of turn from the away-from-home terminal.

In this regard, it is agreed that when an engineer is "deadheaded out of turn", without legal rest, he will be deadheaded on Amtrak, highway vehicle or priority train, if possible. -

Sincerely,

AGREED:

J. J. Ratcliff  
Assistant Vice President  
Labors Relations

General Chairman, BLE

3053j10185000004c07

Side Letter No. 10

Mr. R. E. Pelava  
General Chairman, BLE  
333-On-Sibley Street, Suite 410  
St. Paul, Minnesota 55101

July 18, 1985  
Files EF-86(i)-2 Sup-Dil  
EF-86(i)-2 TC-Dil

Dear Mr. Pelava:

This refers to the agreements signed this date for the establishment of interseniority district freight service between Twin Cities and Dilworth and between Superior and Dilworth.

Regarding Section 13 of the agreements, we agreed that no engineer who, immediately prior to the inauguration of the interseniority district service, held a position in either of the short pools operating between Twin Cities-Staples or Staples-Dilworth or on an extra list protecting such short pools, will be required to qualify on his own time; provided however, any such short pool or extra engineer who could have (i.e., had sufficient seniority to have) held this interseniority district pool or an extra list protecting such pool, but did not do so, will be required to qualify on his own time (without pay like other engineers. This provision will also (only) apply to engineers in the Superior "Box Car" freight pool whose positions are eliminated by the establishment of the Superior-Dilworth interseniority district service, who cannot hold a position in the "Box Car" or interseniority district pools, or the extra board, when the interseniority district service is implemented.

The Carrier's obligation is limited to paying the engineer for qualifying trip(s) only on that portion on the interseniority district service territory that is off his seniority district and on which he is not qualified.

Sincerely,

AGREED:

J. O. Ratcliff  
Assistant Vice President  
Labor Relations

General Chairman - BLE

3053j1238500004b01

LETTER OF AGREEMENT

between

BURLINGTON NORTHERN RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DIVISIONS 202 AND 517

It is hereby agreed that the provisions of Ops-26-85 (Twin Cities -Dilworth Interseniorty District Service) dated July 18, 1985, Section 4 (a) will be modified to the following extent:

1) Long pool engineers may be deadheaded out of turn from their away from home terminal at any time after their arrival.

NOTE: Engineers may be deadheaded out of turn regardless of their relative standing within the pool rotation, i.e., either home terminal engineers or other away from home engineers.

2) Engineers missing a call to deadhead out of turn prior to obtaining their legal rest will not be considered as having missed a call.

3) It is understood that runaround claims will not be progressed when engineers are deadheaded out of turn under the provisions of this agreement.

4) The Dispatchers Office will strive to call engineers deadheading out of turn as soon as possible upon their arrival at the away frog. home terminal.

5) The Dispatchers Office will monitor deadheading and attempt to equalize per Section 7 of the ID Agreement (Twin Cities 54% - Dilworth 46%).

6) The Dispatchers office will monitor deadheading and attempt to equalize the number of deadhead trips between engineers assigned to the same home terminal.

Nothing contained herein shall be construed as modifying, amending, or superseding any provisions of the Twin City - Dilworth Intraseniorty Agreement except as specifically provided herein.

This agreement will become effective on 1-16-95 and will remain in effect subject to the serving of a ten (10) day written notice by either party upon the other.

BURLINGTON NORTHERN RAILROAD  
COMPANY

BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

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LOCAL CHAIRMAN DIV. 202

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LOCAL CHAIRMAN DIV. 517

September 11, 1988

Mr. D. G. Anderson  
Superintendent  
Minnesota Division

Dear Sir;

In regards to the Interdivisional Run, Minneapolis to Dilworth and the effects of deadheading with pay of 108 miles at the minimum rate that is paid, as against the working pay of 232.4 miles at the weight on drivers of the units used.

The members of The Brotherhood of Locomotive Engineers, Division 517, with division action at the August 3rd, 1988 meeting have voted to put into effect the same method of recovering the losses sustained by engineers who are deadheaded as is currently used by the Dilworth end of the same pool.

The members of Division 517 would like to have this move up of engineers to take effect as soon as possible.

Thank You;

M. A. McMahon  
Local Chairman BLE  
Division 517

MEMORANDUM OF AGREEMENT

BETWEEN

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

AND

BURLINGTON NORTHERN RAILROAD COMPANY

It is hereby mutually agreed that certain provisions of Section 1 of the July 18, 1985 Interdivivisional Run Thru Agreement are Modified with respect to their application to the freight pool between the Twin Cities and Dilworth for which the Twin Cities is the source of supply.

1. Engineers who are required to deadhead either from the Twin Cities to Dilworth or from Dilworth to the Twin Cities may elect to be placed ahead of the last engineer on the inactive list at Minneapolis upon their return to the Twin Cities as follows:

(a) With six through eight turns in the pool, an engineer may move ahead two turns.

(b) With nine through twelve turns in the pool, an engineer may move ahead three turns.

(c) With thirteen through fifteen turns in the pool, an engineer may move ahead four turns.

(d) With sixteen through eighteen turns in the pool, an engineer may move ahead five turns.

(e) With nineteen through twenty-two turns in the pool an engineer may move ahead six turns.

(f) With twenty-three through twenty-five turns in the pool, an engineer may move ahead seven turns.

(g) With twenty-six through twenty-nine turns in the pool an engineer may move ahead eight turns.

2. Engineers who are required to deadhead in both directions may elect to be placed ahead twice the number of turns as indicated above on the inactive list at Minneapolis on their return to Minneapolis. NOTE: The phrase "upon their return to Minneapolis" means that engineers desiring to be advanced in accordance with this agreement must notify the Minneapolis Crew Caller at the time that they go off duty at Minneapolis or they shall forfeit the right to do so.

3. Engineers effecting to be advanced will not be placed on a position ahead of being first out on the inactive list.

4. It is understood that no runaround payment will be allowed when engineers are advanced in accordance with this agreement.

\_\_\_\_\_  
For the Burlington Northern  
Date \_\_\_\_\_

\_\_\_\_\_  
For the BLE  
Date \_\_\_\_\_

LOCAL CHAIRMAN  
2501 ARROWHEAD ROAD  
FARGO, NORTH DAKOTA 58103

Brotherhood of Locomotive Engineers

DIVISION 202

December 26, 1986

Mr. T. A. Griffith  
Division Superintendent  
801 Main Avenue  
Fargo, North Dakota 58103

Dear Mr. Griffith:

This letter has reference to the agreement of June 30, 1986 made to alleviate the loss of earnings to engineers in the Dilworth-Minot Interdivisional Pool.

The agreement has now been in effect long enough to see that it will work very well but has a flaw in it, the number of turns an engineer will move ahead should be controlled by the number of engineer turns in the pool. Each time an engineer deadheads in this pool he suffers a loss of earnings of approximately 29% of one trip (484 miles less 112 miles ), therefore, with eleven engineers in the pool, moving ahead three turns equalizes very well. With more than eleven engineer turns in the pool, the benefits of moving ahead three turns start to be reduced. With eleven turns in the pool, an engineer should move ahead 3.19 turns to regain the earnings lost. With fourteen turns in the pool, he should move ahead 4.06 turns and with eighteen turns in the pool, an engineer would have to move ahead 5.22 turns to, gain back the loss of earnings for each time he is required to deadhead.

It is respectfully requested that you will make the enclosed side letter a part of the June 30, 1986 agreement mentioned previously.

Thank you.

Sincerely yours,

J.W. Beeler  
Local Chairman  
BLE Div. 202

Attachment (2)

MEMORANDUM OF AGREEMENT

BETWEEN

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

AND

BURLINGTON NORTHERN RAILROAD COMPANY

IT IS HEREBY MUTUALLY AGREED that certain provisions of Section 1 of the July 18, 1955 Interdivisional Run Thru Agreement are modified with respect to their application to the freight pool between Dilworth and Twin Cities for which Dilworth is the source of supply. .

1. Engineers who are required to deadhead either from Dilworth to Twin Cities or from Twin Cities to Dilworth may elect to be placed ahead of the last engineers on the inactive list at Dilworth upon their return to Dilworth as follows:

- (a) With five turns in the pool, an engineer may move ahead one turn.
- (b) With six through eight turns in the pool, an engineer may move ahead two turns.
- (c) With nine through twelve turns in the pool, an engineer may move ahead three turns.
- (d) With thirteen through fifteen turns in the pool, an engineer may move ahead four turns.
- (e) With sixteen through eighteen turns in the pool an engineer may move ahead five turns.
- (f) With nineteen through twenty-two turns in the pool, an engineer may move ahead six turns.
- (g) With twenty-three through twenty-five turns in the pool, an engineer may move ahead seven turns.

2. Engineers who are required to deadhead in both directions may elect to be placed ahead twice the number of turns as indicated above on the inactive list at Dilworth upon their return to Dilworth.

NOTE: The phrase "upon their return to Dilworth" means that engineers desiring to be advanced in accordance with this agreement must notify the Dilworth Crew Caller at the time they go off duty at Dilworth or they shall forfeit the right to do so.

3. Engineers electing to be advanced will not be placed on a position ahead of being first out on the inactive list.

4. It is understood that no runaround payment will be allowed when engineers are advanced in accordance with this agreement.

J. W. BEELER,  
LOCAL CHAIRMAN  
2501 ARROWHEAD ROAD  
FARGO, NORTH DAKOTA 58103

***Brotherhood of Locomotive Engineers***

DIVISION 202

February 26, 1985

Mr. H. O. Spitsberg  
Chief Crew Clerk  
Dilworth, Minnesota

Dear Sir;

Effective this date the agreement of July 1, 1986 which provides an engineer may move ahead after deadheading has been revised as follows:

With thirteen (13) or less engineers in pool two, an engineer will be allowed to move ahead three (3) places for each deadhead.

With fourteen (14) through seventeen (17) engineers in the pools, an engineer will be allowed to move ahead four (4) places for each deadhead.

With eighteen (18) or more engineers in the pools an engineer will be mowed to move ahead five (5) places for each deadhead.

All other provisions of the agreement remain unchanged.

Sincerely,

J. W. Beeler  
Local Chairman  
BLE Div. 202

Cy: All pool two engineers

Minneapolis, Minnesota  
February 12, 1990

J. M. Arrington  
D. R. Casey

Starting Monday, February 12, 1990, we will no longer maintain the Dilworth active pool at five turns. We will adjust the active list daily to the number needed. We will run the Minneapolis-Dilworth interdivisional pool in accordance with the schedule agreement. The letter of March 9, 1989 from R. E. Schultz to Dave LeGree is no longer in effect.

M. D. McLaughlin  
Trainmaster/Road Foreman

cc: C.E. Doggett  
R. E. Schultz  
L. F. Baker

Minneapolis, Minnesota  
February 12, 1990

J. M. Arrington  
D. R. Casey

After meeting on Monday, February 12, 1990 with Dave LaGree, Joe Beeler, and Mike McMahon we will try the following:

1. Dilworth active list will be maintained at four. If we need to adjust please talk to Joe Beeler.
2. We will maintain the Minneapolis active list so that we do not get called off inactive list.
3. At no time will Dilworth list go to zero.

If problems come up we will get all parties together and discuss this issue.

M. D. McLaughlin  
Trainmaster/Road Foreman

cc: C. E. Doggett  
L. F. Baker  
Joe Beeler  
Mike McMahon  
Dave LaGree  
file

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NORTHERN REGION  
LAKES DIVISION  
Operations Services

80 Forty-Fourth Avenue N.E.  
Minneapolis, Minnesota 55421

March 9, 1989

Mr. D. L. LaGree  
Vice General Chairman BLE  
33-on-Sibley Street #410  
St Paul, Minnesota 55101

Dear Dave;

This will confirm what we agreed to during the week you observed the operation of the Northtown/Dilworth ID Pool.

1. We agreed that the Active list at Dilworth would not go below 5 on a regular basis.
2. The active list at Dilworth could fluctuate daily above 5
3. The Side agreement whereby Engineers who have deadheaded move up turns would be cancelled.
4. As far as possible and when it will not interfere with operations and costs, deadheads will be divided equally among Engineers in each pool.

All of the above is on a trial basis. If any problems arise we will again meet and discuss them.

At our last meeting you indicated that you would not need any further figures or simulations. If this changes, please contact me.

Richard E. Schultz  
Manager, Payroll & Personnel

RES/rm

cc: C. E. Doggett  
C. F. Tye  
J. W. Ellstrom