

**AGREEMENT**

**Between The**

**BURLINGTON NORTHERN RAILROAD COMPANY**

**And The**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

Relative to the manning of unassigned turnaround service out of St. Louis, Missouri, by engineers assigned to intraseniority district service between West Quincy and St. Louis, Missouri.

**IT IS AGREED:**

1. When a pool engineer is ordered for turnaround service out of St. Louis, Missouri, his away-from-home terminal, he will not again be ordered for additional turnaround service, except as provided herein.
2. If a pool engineer stands first out for a turn-around trip out of the away-from-home terminal, St. Louis, after having made one turnaround trip out of the terminal, the next rested and available pool engineer will be called for the turnaround trip and the first-out engineer will stand for call to operate or deadhead back to his home terminal.
3. If there is no other rested pool engineer available at St. Louis for the turnaround service, the Carrier may then use a pool engineer more than once on a turnaround basis.
4. It is understood that no turnaround payment will accrue in case the first-out engineer is run around by the following engineer as a result of this agreement. This agreement will be effective October 1, 1983, and will be subject to cancellation on ten days' notice in writing by either of the signatory parties.

Signed at St. Paul, Minnesota, this 22<sup>nd</sup> day of September, 1983.

FOR  
BURLINGTON NORTHERN RAILROAD  
COMPANY:

FOR  
BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS:

\_\_\_\_\_  
Director of Labor Relations

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

**MEMORANDUM OF LOCAL AGREEMENT**

**between**

**BURLINGTON NORTHERN RAILROAD COMPANY**

**and**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**West Quincy, Missouri**

**IT IS AGREED:**

**1.**

Engineers operating coal trains originating at St. Louis, Missouri, and destined to Machens, Missouri, for unloading at Union Electric Utilities Company, in lieu of stopping to eat, will be allowed a single payment per trip of \$4.15 provided they are on duty in excess of six hours from the time called on duty until arrival at their final tie-up point.

**2.**

If tied up under the law between terminals of their run, they will be allowed a second meal allowance of \$4.15 provided they do not arrive at their terminal for final tieup prior to the expiration of 14 hours or are otherwise provided opportunity to obtain a meal.

**3.** If the meal allowance of \$3.85 now provided for in the National Agreements pertaining to expenses away from home is subsequently increased, the amount provided for in this agreement will be increased proportionately.

Signed at St. Paul, Minnesota, this 22<sup>nd</sup> day of September, 1983.

For BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

For BURLINGTON NORTHERN  
RAILROAD COMPANY

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

By \_\_\_\_\_  
Director of Labor Relations

**BURLINGTON NORTHERN**

176 East Fifth  
St. Paul, Minnesota 55101

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

February 25, 1982  
File EF-86(I)-2  
(St. Louis and West Quincy)

Dear Mr. Dunegan:

This will confirm understanding reached in conference concerning Labor Agreement BN 12/11/78-8 with BLE for engineers to operate in intraseniority district service between St. Louis and West Quincy, Missouri.

It is agreed that Section 5 of the Agreement is amended to read:

**Section 5.**

Engineers working or deadheading on freight trains in intraseniority district service will not stop their train for the purpose of taking a meal period and will be allowed \$1.50. If an engineer is permitted to eat, when he does so he will not receive the \$1.50 in addition to pay for his trip. At locations where restaurant facilities are available within one-half mile, in cases of known delays of one hour or more, or any delay of two hours or more, the engineer will be permitted to eat, provided he does not absent himself from the train more than one hour, and the \$1.50 payment will not accrue.

Please acknowledge your concurrent in the foregoing by signing this letter in the space provided and returning one copy.

Sincerely,

ACCEPTED:

A. E. Egbers  
Vice President

General Chairman, BLE

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**MEMORANDUM OF AGREEMENT**

**Between**

**BURLINGTON NORTHERN INC.**

**And**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

Pursuant to Article VIII, BLE May 13, 1971 Agreement the parties agree that intraseniority district freight service may be established between North St. Louis, Missouri and West Quincy, Missouri.

The following conditions will apply:

**Section 1.**

(a) The pool of engineers now headquartered at Hannibal, Missouri, will be relocated at West Quincy, Missouri. Thereafter, this pool will handle trains between West Quincy and Burlington, Iowa, and in intraseniority district service between West Quincy and North St. Louis, Missouri. The total number of engineers in the pool will be adjusted so that it will average between 3600 and 3800 line miles paid for per month.

(b) Carrier will maintain the telephone service from Hannibal to the crew board at West Quincy in order that toll charges will be avoided.

**Section 2.**

(a) Engineers will be 'called first-in, first-out at West Quincy provided that they have had full rest under the Hours of Service Act. Engineers will be called first-in, first-out at Burlington and North St. Louis, provided the first-out engineer has sufficient time under the law to make the trip. If no other trains would be delayed thereby, the first-out engineer's call may be held no for as long as thirty minutes so that he may obtain full rest and depart in his proper standing.

(b) Engineers operating in intraseniority district service who are runaround by another engineer who is used in intraseniority district service shall be allowed 100 miles at the applicable rate for each time he is runaround at the terminal and shall retain his position on the board. It is understood that the Carrier may remove an engineer from the train for which called and place him on another train in order to prevent runaround at the terminal.

(c) All miles run over one hundred in intraseniority service will be paid for at the rates established by the basic rates of pay for the first one hundred miles or less.

### **Section 3.**

- (a) Every engineer adversely affected either directly or indirectly as a result of the application of this intraseniority service shall receive the protection afforded by Sections 6, 7, 8 and 9 of the, Washington Job Protection Agreement of May, 1936, except that for the purposes of this agreement Section 7(a) is amended to read 100% (less earnings is outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed five years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.
- (b) If any protective benefits greater than those provided in this Section are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the Carrier and employee under such agreements, in lieu of the benefits provided in this Section.

### **Section 4.**

- (a) Burlington Northern agrees that suitable lodging as defined in Article II (Expenses Away From Home) of the June 25, 1964 Agreement, as amended, shall be provided for engineers who are at their away from-home terminal. When the lodging is 3/4 mile or more from the on and off-duty point, the Carrier will provide suitable transportation in both directions. At such location, if transportation is not available within thirty minutes following the time the engineer is released from duty, the engineer will be compensated on a minute basis for all time in excess of the thirty minutes at the rate of last service performed until transportation is provided. If a room is not available when engineer arrives at lodging facility he will be paid on the minute basis for all time waiting in excess of thirty minutes at the pro rata rate at the rate of last service performed until room is available.
- (b) At the away-from-home terminal under this agreement, when the nearest acceptable restaurant facility is 3/4 mile or more from the designated lodging facility, Carrier will provide transportation between such restaurant facility and lodging facility and vice versa so that engineers may obtain a meal upon arrival and a meal prior to departure, each trip.
- (c) Engineers who are performing intraseniority district service will be allowed a payment for meals of \$2.75 if they are held at the away-from-home terminal four hours and will be allowed an additional \$2.75 after being held at the away-from-home terminal an additional eight hours. If held twenty-eight hours, or more, they will be allowed an additional \$2.75.

### **Section 5.**

Engineers working in intraseniority district service will not stop their train for the purpose of taking a meal period and will, be allowed \$1.50. If an engineer is permitted to eat, when he does so he will not receive tire \$1.50 in addition to pay for his trip.

### **Section 6.**

When an engineer in intraseniority district service has been called at his home terminal he will retain the same position relative to other engineers having the same home terminal except when he will not be available for service at the away-from-home terminal under the provisions of Section 2(a) of this agreement.

**Section 7.**

If an engineer performing intraseniority district service who is not already on overtime does not complete his trip within the twelve hours provided under the Hours of Service Act he will be paid on a minute basis at the rate of 3/16 the basic daily rate per hour applicable to his trip from the expiration of the permissible on-duty hours until he has arrived at (1) the terminal to which he was called, (2) his home terminal or (3) a location where lodging and meals are available. The provisions of Article II (Expenses Away From Home) of the June 25, 1964 Agreement, as amended, apply to item (3) above. This Section 7 is not intended to pre-empt the provisions of Section 6 of this agreement.

**Section 8.**

Engineers who are required to deadhead over the expanded districts provided in this agreement will be provided with reasonable comfort while so deadheading. Whenever an engineer is required to deadhead on a freight train, a caboose that has comfortable seating for both the working crew of the train and engineer being deadheaded will be provided. No more than one engineer will be deadheaded on the working caboose of the train. If such provisions are not met, except in emergency conditions, the engineer will not be required to deadhead on the freight train.

**Section 9.**

(a) In the application of the initial terminal delay rules, the phrase "train leaves the terminal" means when the train actually starts on its road trip from the track where the train is first made up. However, if the train is moved off the assembly track for the convenience of the Carrier and not with the intent of making a continuous outbound move, initial terminal time will continue until continuous outbound move is started. The continuous move is not disrupted when train is stopped to permit the lining of a switch or because the block is against them.

(b) In the application of Rule 8 of the BLE-CBBQ Schedule, a northbound (timetable direction eastbound) engineer who is stopped behind another train which is at the entrance to the West Quincy Yard will begin final terminal delay at the signal near MP 129.7 at South River, if held at that signal or beyond, after making his mahout or performing switching at South River.

**Section 10.**

Switching at Hannibal by road crews in intraseniority district service will be paid under the Road-Yard Switching Agreement effective January 10, 1941, as has been amended by subsequent agreements.

**Section 11.**

(a) Engineers will be furnished lockers and adequate washroom facilities. Size of lockers to be 21" X 18" x 72".

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

- (a) Cab beaters
- (b) Cab weatherstripping
- (e) Windshield and Wiper
- (d) Drinking water
- (e) Toilet facilities
- (f) Working radio
- (g) Working speed recorder

Engineer 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 12.**

Implementing Agreement No. 2, Section 5(c), reads as follows:

(c) Engineers from former Galesburg Seniority District will retain prior rights to yard jobs at West Quincy. Quincy and road jobs Quincy-Hulls, but temporary vacancies will be protected by Missouri Seniority District engineers."

This provision is hereby modified, so that for each of the present yard jobs at Hannibal abolished after this agreement is made operative, engineers from former cast Hannibal Seniority District will have a prior right to one yard job at Quincy-West Quincy on the same shift as the abolished Hannibal yard, job. In the event Quincy-West Quincy yard jobs are reduced to less than thirteen, prior rights will be apportioned as follows:

Total No. of Jobs	Former Galesburg	Former East Hannibal
12	10	2
11	9	2
10	9	1
9	8	1
8	7	1
7 or less	ALL	0

**Section 13.**

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 tiny 13, 1971 Agreement and such amendments improve the conditions provided for in this Agreement, those provisions will supersede the provisions of this agreement.

**Section 14.**

Nothing contained herein shall be construed as modifying, amending, or superseding any of the provisions of schedule agreements and the Herder Protection Agreement as implemented between the Carrier and the Brotherhood of Locomotive Engineers except as herein provided.

**Section 15.**

This agreement shall be effective on the date signed, shall be made operative by the posting of an appropriate Superintendent's notice, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at St. Paul, Minnesota, this 11<sup>th</sup> day of December, 1978.

FOR  
BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

FOR  
BURLINGTON NORTHERN INC.

General Chairman

Vice President - Labor Relations