

MEMORANDUM OF AGREEMENT

between the

BURLINGTON NORTHERN INC.

(The "Carrier")

And

Its Employees Represented By

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

(The "Organization")

Under the provisions of Article VIII of the Agreement dated May 13, 1971, it is agreed that "Interdivisional Service" for locomotive engineers will be established between Whitefish, Montana and Spokane, Washington, and that the following will govern:

Engineers holding seniority on the Pacific No. S seniority roster will have home terminal at Spokane. Engineers holding seniority on the Rocky Mountain No.-4 roster will have home terminal at Whitefish.

ARTICLE I

**Section 1**

A pool of engineers will be established and maintained at each home terminal sufficient to take care of traffic in the manner prescribed hereinafter with the understanding that the total number of engineers in the pool will be adjusted so that the pool will average between 3600 and 3800 line miles per month.

## **Section 2**

A rotation of engineers used in this service will be established and maintained by agreement between local Carrier officers and the Local Chairmen. The maintenance of this procedure will not lay a foundation for runaround claims.

## **Section 3**

Engineers will be called in conformity with the established rotation of engineers at each terminal provided that' the first-out engineer has sufficient time under the Hours of Service Act to perform the service for which he stands. If the first-out engineer does not have sufficient time to work under the Hours of Service Act, the next following engineer who has sufficient time to perform the service in question will be used If there are no pool engineers available to work then an extra engineer may be called at the home terminal to operate for. one round trip. The use of engineers as described in this paragraph will not be construed as "runarounds."

## **Section 4**

Except as provided in Section 3 of this agreement, engineers operating in interdivisional service who are runaround by another engineer operating in interdivisional 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 "runarounds" at the terminal

## **Section 5**

Engineers will only be relieved at their home terminal except in cases of emergency. Vacant positions of engineers relieved at the distant terminal in emergency will be filled by engineers standing for extra service from the source of supply at the distant terminal and the extra engineer so used will be deadheaded to his home terminal as soon as possible after arrival at the opposite terminal.

## **Section 6**

The "Interdivisional" service provided under this agreement will be equalized in the following manner:

### **Schedule and ratio of Jobs:**

#### **Whitefish, Montana and Spokane, Washington**

Whitefish to Troy	120 miles	47%
Troy to Spokane	135 miles	53%

## Section 7

### (a)

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

### (b)

For the purpose of equalizing the mileage in this interdivisional service, the Company will furnish the Local Chairmen a statement showing the line miles run by engineers in interdivisional service not later than the 20th day (showing line miles run during the first 15 days of that month) and the 5th day of the calendar month (showing the line miles run during the period 16th to include the last day of the preceding calendar month). Copy of these statements will also be furnished to the General Chairmen.

The above statements will be used as the basis for making the adjustments referred to in Paragraph (a) above, and such adjustments will be made promptly following receipt of the mileage statements

## ARTICLE II

Except in case of emergency (emergency meaning conditions such as acts of God, wrecks, washouts, floods and fires which interfere with the operation of trains), engineers assigned to work in the "Interdivisional Service" will not be used for short service between the two established terminals. Short turnaround service, short trips from either, of the two terminals to intermediate points, and work train or wrecker service will be provided by the unassigned pool or the extra list which would have usually provided the service.

Engineers assigned to work in "Interdivisional Service" who are used in other than an emergency as stated above to provide other service will be paid not less than they would have earned had they remained on their assignment or pool turn.

When it becomes necessary to use an engineer assigned to "Interdivisional Service" under the above-described conditions, the last out rested engineer in the pool list will be used except where other arrangements are agreed to locally.

## ARTICLE III

The following is affirmed for service performed in the operation described in this agreement:

### **Section 1**

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

## Section 2

When a crew is required to report for duty or is relieved from duty at a point other than the on and off-duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the employees to their on and off-duty point.

### NOTE:

Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation:

## Section 3

Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8, and 9 of the Washington Job Protection Agreement of May, 1936, except that for the purposes of this agreement Section 7 a is amended to read 100\$ less earnings in outside employment) instead of 60\$ and extended to provide period of payment equivalent to length of service not to exceed five years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

Any employee required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred

dollars (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the Carrier and employee under such agreements, in lieu of the benefits provided in this Article.

## ARTICLE IV

### **Section 1**

At each of the terminals provided for in this agreement Burlington Northern agrees that suitable lodging as defined in Article II (Expenses Away from Home) of the June 25, 1964 Agreement as amended shall be provided for employees who are at their away-from-home terminal. When the lodging is 3/4 mile or more from the on and off-duty point, the Carrier will provide suitable transportation in both directions. At such locations, if transportation is not available within thirty (30) minutes following the time the engineer is released from duty, the engineer will be compensated on a minute basis for all time in excess of thirty (30) minutes at the rate of last service performed until transportation is provided. If rooms are not available when an engineer arrives at lodging facility, the engineer will be paid on the minute basis at pro rata rate paid to him for the last service performed for all time in excess of thirty (30) minutes until a room is available.

## Section 2

At away-from-home terminals under this agreement, when the nearest acceptable restaurant facility is 3/4 mile or more from the designated lodging facility, Carrier will provide transportation between such restaurant facility and lodging facility and vice versa so that engineers may obtain a meal upon arrival and a meal prior to departure, each trip.

## Section 3

Engineers who are performing "Interdivisional Service" -as provided in this agreement will be allowed a payment for meals of \$2.00 if they are held at the away-from-home terminal four hours and will be allowed an additional \$2.00 after being held at the away-from-home terminal an additional eight hours

## ARTICLE V

Engineers working or deadheading in "Interdivisional Service" will not stop .to eat on runs of less than 100 miles. On runs which exceed 100 miles engineers will not stop their train for the purpose of taking a meal period and will be allowed \$1.50. If an engineer is stopped to pick up, set out, perform station switching or delayed for any cause, he will -be permitted to eat, and when he doe s, so he will not receive the \$1.50 it addition to pay for his trip

## ARTICLE VI

When an engineer in an "Interdivisional Service" pool has been called at his home terminal he will retain the same



position relative to other. engineers having the same home terminal except when he will not be available for service at the away-from home terminal under the provisions of Article I, Section 3 of this agreement. When an engineer has been called to perform service he will be run or deadheaded to the opposite terminal except in emergency .conditions which prevent the operation of trains from terminal to terminal.

### ARTICLE VII

If an engineer performing service on an Interdivisional Run who is not already on overtime does not complete his trip within hours provided under the Hours of Service Act (14 hours prior to December 26, 1972, 12 hours thereafter) he will be paid on a minute basis at the rate of 3/16 the basic-daily rate per hour-applicable 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 Article VII is not intended to pre-empt the provisions of Article VI of this agreement.

### ARTICLE VIII

The following provisions will apply to engineer working in interdivisional service:

Disciplinary hearings or investigations involving an engineer will be held at the engineer's home terminal, except when the majority of the witnesses who are to be called live

elsewhere. If the investigation is held at a location other than the engineer's home terminal, he will be paid for travel time and the time consumed by the investigation on a minute basis at the pro rata rate, of pay which he received for the last previous service performed unless it is established in the investigation that the engineer was guilty of a rule violation which results in suspension or discharge. Should an engineer lose 'a full roundtrip as a result of attending an investigation which does not establish a rule violation which results in suspension or discharge he will also be compensated the equivalent of the earnings of the engineer who relieved him Should an engineer be .tied up at the location where the investigation is held the provisions of Article II (Expenses Away from Home) of the June 25, 1964 Agreement, as amended, will apply. Transportation to and from investigations held at other than home terminal will be provided by the Carrier. Travel to attend investigations will not be subject to payment under any rules applicable to "deadheading.

## ARTICLE IX

Engineers who are required to deadhead over the expanded districts provided in this agreement will be provided with reasonable comfort while so deadheading and will use Amtrak passenger trains when reasonably available. Whenever an engineer is required to deadhead on a freight train, a caboose that has comfortable seating for both the working crew of the train and employees being deadheaded will be provided. No pore than one crew will be deadheaded on the working caboose of the train.

## ARTICLE X

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

## ARTICLE XI

### **Section 1**

Engineers will be furnished lockers and adequate wash room facilities. Size of lockers to be 21" x 18" x 72"

### **Section 2**

The following items on engines used in "Interdivisional" service will be maintained in proper condition

- (a) Speed recorders on lead unit
- (b) Cab heaters
- (c) Cab weatherstripping
- (d) Windshield and wiper
- (e) Drinking water
- (f) Toilet facilities

Engineers will report defects of items listed above on proper form supplied for such purpose. Notation by engineers of defects will contain sufficient detail to enable prompt identification and correction of such defects.

## ARTICLE XII

When "Interdivisional Service", is established, engineers will not be expected to qualify themselves over territory with which they are not acquainted on their own time. The Carrier will provide pilots, who shall be engineers from the engineers' working list when available for such service, or will pay engineers on a mileage basis to make qualifying trips. The Carrier will determine the number of trips an engineer should make to become qualified

## ARTICLE XIII

It is understood that the extended through freight runs referred to herein are bona fide through freights, and it is not intended that these runs be required to perform station or industry switching. If, however, such service is required of an engineer said engineer will be allowed the additional time consumed with minimum of one-(1) hour at the pro rata rate for each-occurrence in addition to all other compensation for the day or trip

## ARTICLE XIV

If any agreement is reached in negotiations between the Brotherhood of Locomotive Engineers and the National Railway Labor Conference which amends Article VIII of the May 13, 1971 Agreement, and such amendments improve the conditions provided for in this agreement those provisions will supersede the provisions of this agreement.

ARTICLE XV

Nothing contained herein shall be construed as modifying, amending, or superseding any of the provisions of schedule agreements between the former GN; NP, CB&Q and SP&S Railroad Companies, and the Merger Protection Agreement as implemented between the Carrier and The Brotherhood of Locomotive Engineers except as herein provided.

This agreement shall be effective at 12:01 a.m. March 10, 1973 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 9<sup>th</sup> day of March, 1973.

For the  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

For the  
BURLINGTON NORTHERN INC.

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

\_\_\_\_\_  
Vice President - Labor Relations

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

## AGREEMENT

**BETWEEN**

**THE BURLINGTON NORTHERN RAILROAD**

**AND**

**THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

In order to provide an equitable distribution of work between the Pacific Seniority District No. 5 - Engineers, and the Rocky Mountain Seniority District No. 4 - Engineers assigned to interdivisional service between (Spokane-Hauser and Whitefish) in either direction; as provided by Section 2 of the Agreement BN 3/9/73-C signed at St. Paul, Minnesota on March 9, 1973, following will govern:

### Article 1

#### **Section 1**

Two separate pools of engineers will be established and maintained at each home terminal (Spokane-Hauser and Whitefish), sufficient to take care of the traffic in the manner prescribed hereinafter, with the understanding that the total number of engineers in the pool will be adjusted so that the pool will average between 3,600 and 3,800 line miles per month.

#### **Section 2 - Working Crews**

Each home terminal will maintain separate lists for Spokane based and Whitefish based engineers. Upon arrival at either terminal, engineers will be placed to the foot of their respective lists in the same order as called from the home terminal consistent with the no runaround provision of Section 3 (b) of the June 15, 1972 Agreement. Engineers will be called to work on a one Spokane, one Whitefish engineer basis, except when equalizing miles as provided in Section 4 of this Agreement. All turns in the service will be numbered. Spokane Turns will be numbered consecutive starting with S1 and Whitefish Turns will be numbered consecutive starting with W1. If the first out engineer on the list being called from (either Spokane or Whitefish) does not have sufficient time to work under the "Hours of Service Act", the next following engineer from the

same list who has sufficient time to perform the service in question will be used.

If there are no engineers on either list who have sufficient time to perform this service, an extra board engineer will be called from the home terminal to operate for one round trip. Engineers who are not called to their proper order from either terminal because they are not legally rested will be returned to their original order of standing to their respective pool upon arrival at their home terminal. Engineers so effected are responsible for notifying the Crew Clerk of their proper order of standing upon tie up at the home terminal. The use of engineers as described in this paragraph will not be considered as creating "runarounds".

### **Section 3 - Deadheads**

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

<b>EXAMPLE:</b>	<b><u>Whitefish Engineer's Pool</u></b>	<b><u>Spokane Engineer's Pool</u></b>
	Whitefish: Call 1 - Work	Spokane: Call 2 - Deadhead
	Whitefish: Call 5 - Work	Spokane: Call 3 - Deadhead
		Spokane: Call 4 - Work

The mileage earned by such deadhead crews will be counted toward equalization of miles as provided for in Section 6 of the June 15, 1972 Agreement.

### **Section 4 - Equalization**

In order to provide for equalization of miles to this service, two Spokane engineers a week (calendar week Sunday to Saturday) will be run back to back to Whitefish. The same two engineers will return from Whitefish back to back. The days of the week that the back to back engineers are run, will be consistent with the needs of the service and the desires of the concerned Local Chairman.

## **Section 4 - Equalization (CONTINUED)**

When engineers are called back to back under provisions of this paragraph, a wire message will be sent to the distant terminal, with a copy retained at the home terminal, identifying the engineers and turn numbers which will be returned from the distant terminal back to back.

**EXCEPTION:** It will not be necessary to operate back to back Spokane engineers on a weekly basis when Spokane engineers have accrued 3,600 miles or more and are equalizing miles with Whitefish engineers. Equalization required beyond that provided for above will be accomplished by the addition or reduction in the number of back to back engineers whenever the mileage to be equalized exceeds 3,600 miles for either the Spokane based or Whitefish based engineers. If the local Chairmen fail to agree on an equitable-method of equalization, management will provide a method to equalize miles.

## **Section 5 - Administration**

The implementation and administration of this Understanding will not lay foundation for claims

## **Section 6 - Effective Date**

This understanding will become effective 1201 pm, November 2 1981 and does not supersede nor modify provisions of any Agreements except -as specifically provided herein.

## **Section 7 - Cancellation**

This Agreement may be cancelled at any time by the serving of fifteen (15) days written notice by either party to the other of their desire to ado so.

Signed at Spokane, Washington this date October 15, 1981

FOR THE BURLINGTON NORTHERN RAILROAD:

FOR ONE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

\_\_\_\_\_  
R. S. Howery, Superintendent

\_\_\_\_\_  
W. H. Abbott, Local Chairman, BLE

\_\_\_\_\_  
D. R. Slaybaugh, Local Chairman, BLE



Parkwater, Washington  
October 22, 1981 \_

CREW CLERKS - Parkwater  
CREW CLERKS - Whitefish

## **RE: NOVEMBER 2, 1981 - WHITEFISH POOL AGREEMENT**

Effective 1200 Noon, November 2, 1981, a new Whitefish Pool Agreement will be implemented. The new Agreement will eliminate the present rotation system which has been in effect since 1974. You will no longer use rotation sheets as a calling basis for crews in this pool. The basic principle of this operation is, the crews run on a every other turn basis. One Spokane crew, one Whitefish crew, etc. This principle applies whether crews run under the present numeric rotation or on a every other crew basis as provided by the Agreement. This Agreement will allow greater flexibility in the operation and require much less administration. "Held Away From Home Terminal" time which was generated by the previous rotation system will be reduced. The following explanation will show the difference between the systems and how the new Agreement is to be implemented and administered.

### **NOTE:**

There are separate Agreements for the BLE Engineers and the UTU, Conductors and Brakemen, however, the mechanics of the two Agreements are identical.

## **Article 1**

### **Section 1**

This section concerns mileage regulations for the crews in the pool which for all intent and purposes will be identical to the present mileage regulation in the pool

### **Section 2 - Working Crews.**

This section provides- the basic mechanics of the operation of the new system. You will note that there is no reference to the rotation of crews and your rotation sheets should be disposed of upon implementation November 2, 1981. Each home terminal will have two lists of crews. Spokane crews will be on one list and Whitefish crews on the other list. When crewmen call to check their standing in their respective pools, Crew Clerks will be required to advise the caller the standing of both pools.

## Section 2 - Working Crews (continued)

It would be misleading to tell a Spokane man that he is four times out if there are four Whitefish crews in town. The Spokane man would actually be eight times out. When a train is called, you will first check the column "Trains Called To Whitefish" on the crew sheets to determine whether the last crew worked was a Spokane or a whitefish crew. As an example, if the last crew cared to work was a Whitefish crew, then the next working crew would be a Spokane crew.

The basic principle of the new Agreement is, in lieu of a rotation providing essentially every other crew working between terminals, we have disposed of a fixed numeric rotation and simply call every other crew as they stand for ' service. When a crew is called, the time, train, engine and crew will be recorded in the "Trains-Called To Whitefish" column, with a notation made in the individual (Spokane or Whitefish) pools that the crew was called. Crews will carry a numeric designation i.e. S1 or W4, however, this has nothing to do with any fixed rotation, rather it merely serves to identify a crew much the same as is done now in the Spokane/Pasco or Spokane/Wenatchee Pools. The numeric designation will serve no other purpose.

### **RUNAROUNDS**

When crews are runaround in the yard or on the road, they will return to their original order upon tie up at their distant terminal, the same as has been done with the previous Agreement. The new Agreement provides, "Crews who are not called in their proper order from either terminal because they are not legally rested will be returned to their original order of standing in their respective pools upon arrival at the home terminal." This will be a seldom used provision and would only be applicable as shown in the following example: Whitefish Engineer W1 first out is not rested. Whitefish Engineer W2 second out is rested and is called for the turn. Upon arrival at Spokane, Whitefish Engineer W2 would be placed on the board ahead of, and would remain ahead of, Whitefish Engineer W1 who would come to Spokane at some later time. The purpose of this is to keep the first arriving Engineer from serving an exorbitant layover because of the repositioning of crews at the distant terminals. The above described crews would return to their proper order upon arrival at their home terminal (Whitefish). You will note that it is incumbent upon those runaround to so advise the Crew Clerks on tie up.

### Section 3 - Deadheads

As has been shown, the first significant change in this Agreement was the elimination of the rotation, the second significant change is the handling of deadhead crews. The definition of a deadhead crew is a crew called at one terminal and deadheaded through to the distant terminal. A crew called to deadhead from Spokane to pick up a train that has expired on the hours of service at Troy, Montana and work that train to Whitefish, would not be a deadhead crew. This crew, in fact, would be "transported under pay" to Troy and continue working through to the distant terminal. Under such circumstances, the first out crew would work through to the distant terminal and the second out crew would be transported to the intermediate point then work through to the distant terminal. It is very important that you understand the differences between, transporting under pay to an intermediate point, and deadheading through to the distant terminal. Crews deadheaded into the distant terminal will not be counted as a working crew. The examples in your Agreement illustrate this principle. Looking at the examples, the Whitefish Crew Call 1 - Work, was the last crew used to work through to the distant terminal. Spokane Crew Call 2 and Call 3 were deadhead crews through to the distant terminal. Spokane Crew Call 4 would be a working crew as the two deadhead crews do not count as a working crew. The every other crew principle picks up then when Whitefish Crew Call 5 is called to work. In operation, this principle will allow you to move crews to the distant terminal either to get them off of held away or to protect their turns at the distant terminal with much greater ease and flexibility than is possible by, the present system. Under the old system, when crew were deadheaded, a like number of distant terminal crews would wind up 1-2-3 waiting for service in the rotation.

### Section 4 - Equalization

Under the previous rotation system one or two Spokane crews were always operated back to back in the rotation. In order to accomplish the same on going equalization as provided by those back to back crews, it was necessary to make provisions to use back to back crews for equalization in this Agreement. The back to back crews called for equalization must return from the distant terminal in the same standing back to back.

#### Section 4 - Equalization (continued)

The Dispatcher will send a wire to the distant terminal, with a copy to the Crew Office at Parkwater, indicating which crews were back to back for equalization purposes. From time to time, it will be necessary to operate crews back to back from either terminal due to the lack of rested opposite terminal crews. These crews, however, will not return from their distant terminals back to back, rather they will run every other one. If you do not have a wire to cover a back to back movement of the crews, then they run every other crew. If there are any questions concerning the application of this Agreement, please contact me in the usual manner.

---

R. N. Odell  
Supervisor Administration

RNO/bjh

cc Mr. t. S. Hoxery  
Mr. I. M. Anderson  
Mr. G. S. Buntin  
Mr. J. H. Mitchell  
Mr. F. C. Brose

## MEMORANDUM OF UNDERSTANDING

between

BURLINGTON NORTHERN RAILROAD

and

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

### **Purpose**

In order to provide for the operation of trains designated as 106 and 107 in assigned pool service between Spokane and Whitefish and return, for the purpose of equalizing miles; eliminating back-to-back crews; and reducing deadheads, the following will govern:

### **Scope**

This understanding will modify the October 15, 1981, Pool Rotation Agreement as it relates to the equalization of miles and the rotation of crews. Other unspecified agreements may be modified to the extent necessary in order that they would not conflict with the intent of this understanding.

#### **1. It is Understood**

(a) A pool of four (4) crews will be established to run Trains 106 and 107 operating in assigned interdivisional service between Spokane, Whitefish, and return.

(b) This assigned Pool may operate with four (4) Spokane based crews; two (2) Spokane and two (2) Whitefish based crews; or four (4) Whitefish based crews, depending on the need to run off mileage owed by one seniority district to the other. Crews will be removed from this Pool only at their home terminal. When balance of miles is 5,000 or more crews will be adjusted on the next following mileage check period.

(c) Mileage made by crews working the assigned Pool will be added with miles made by crews working the unassigned pool for purposes of calculating the mileage on the semi-monthly mileage statement. The mileage each seniority district is over or short will be calculated by adding the total miles made by assigned and unassigned Pool crews.

(d) If for any reason (except for emergency conditions) Train 106 or 107 is not tailed to depart from its home terminal on a scheduled work day, or the assigned crew is not rested, the crew scheduled for service that calendar day will be deadheaded to the distant terminal. It is understood that any deadheads in this service will be paid at full line miles.

(e) Crews assigned to this service will be exempt from provisions of Paragraph 3(b) (Runarounds) of the June 2, 1972 (BLE) System Interdivisional Agreement. Unassigned pool crews will not be considered runaround by crews operating Train 106 and 107.

(f) When it is necessary to deadhead crews in this service, as far as practicable, they will deadhead on trains 4,12, Amtrak or via van.

2.

**(a) Administration**

The implementation and administration of this agreement will not lay foundation for, claims.

**(b) Effective Date**

This understanding will become effective dully 16, 1992 and does not supersede or modify provisions of any agreements except as specifically provided for herein.

**(c) Cancellation**

This agreement may be canceled at anytime by the serving of a 15-day written notice by any party signatory hereto to the other party of their desire to terminate this understanding.

Signed at Whitefish this date 7-20-92

For the Burlington Northern Railroad:

For the Brotherhood of Locomotive Engineers:

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\_\_\_\_\_

BLE DIVISION 499

\_\_\_\_\_

BLE DIVISION 104