

**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 Denver, Colorado, and McCook, Nebraska, through Akron, Colorado. 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:

(a) 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 3,900 line miles per month.

(b) For the purpose of adjusting the number of Engineers' turns in these freight pools, only the line mileage for road trip service shall be used to determine the number of Engineers' turns that are to be assigned therein. The Carrier shall furnish the involved Local Chairmen a weekly report showing line miles run by Engineers from each home terminal during the last 15 day period.

(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 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 his 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 Denver and McCook will be initially determined and later changed (from time to time as service requirements and crew availability changes) by the Superintendent or designated Carrier officer, with immediate notification being given to the involved BLE Local Chairmen. This quota may be different at each terminal.

(f) 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 Denver, 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 Denver 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 Denver, the active board stands as follows at the time a decision is made to deadhead a McCook engineer to his home terminal "out of turn" (in order to reduce the number of away-from-home crews):

1. Denver Pool #4
2. Denver Pool #5
3. McCook Pool #7
4. McCook Pool #8
5. Denver Pool #6

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

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

1. McCook Pool #2
2. Denver Pool #4
3. Denver Pool #5
4. McCook Pool #3
5. McCook Pool #4

McCook Pool #3 is then called to "deadhead out of turn" on the train on which McCook 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 McCook Pool U2 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 33(a), (b) and (c), captioned "Called and Not Wanted" and "Called, Performs Service and Not Wanted", respectively, he will continue to stand first out, instead of last out. When he has performed some service or has been called and released under that rule and is returned to the first-out position, 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 engineers) may be called around him without penalty while he is resting.

#### **NOTES:**

**(1)** The provisions of this paragraph do not apply to individual Extra Engineers when the call and release occurs at their Extra Board terminal; but, instead, such Extra engineer will be handled (and paid) in accordance with applicable schedule agreement rules.

**(2)** It is understood that when 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 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 untested engineer will deadhead (Note exception in E-3 following Section 2(h)). Otherwise, applicable ELE-CE&Q 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 Nebraska District engineer in other road service assigned at that headquarters point.

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

(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 intraseniority district service will not be tied up between designated terminals of their runs or turned back to initial terminal, except when their movement is prevented (e.g., derailment of their trains), or their route to destination is obstructed or impassable (e.g., wrecks or washouts). If the engineer is returned to his initial terminal for these reasons, he shall be paid continuous miles for the trip terminal-until return (but not less than the one-way straightaway mileage Denver to McCook or vice versa, via the called route) or hours if greater, and the engineer shall be restored to

first-out position on the active list (available after rested). Subject to the foregoing exceptions, long pool engineers will not be tied up en route or turned back to their initial terminal.

(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 (McCook or Denver, provided the crews do not operate through Arkon,) or by long pool crews from the initial terminal of the train (McCook or Denver), 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~ MPH for deadheading) applicable to his trip from the expiration of the legally permissible "on duty" hours until he arrives at (1) either McCook or Denver, 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 bonafide 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 17 of this agreement.

**Section 7.** The mileage on this intraseniority district service is as follows:

Denver-Akron	111.3 miles	(44%)
Akron-McCook	142.9 miles	(56%)
TOTAL	254.2 miles	(100%)

Equalization will be accomplished as indicated in the following chart:

Total Number Of Engineers Needed	Denver	McCook
1 Engineer	0	1
2 Engineers	1	1
3 Engineers	2	2
4 Engineers	2	2
5 Engineers	2	3
6 Engineers	3	3
7 Engineers	3	4
8 Engineers	4	4
9 Engineers	4	5
10 Engineers	4	6
11 Engineers	5	6
12 Engineers	5	7
13 Engineers	6	7
14 Engineers	6	8
15 Engineers	7	8
16 Engineers	7	9
17 Engineers	7	10
18 Engineers	8	10
19 Engineers	8	11
20 Engineers	9	11
21 Engineers	9	12
22 Engineers	10	12
23 Engineers	10	13
24 Engineers	11	13
25 Engineers	11	14
26 Engineers	11	15
27 Engineers	12	15
28 Engineers	12	16
29 Engineers	13	16
30 Engineers	13	17

(More than 30 Engineers, the same formula to be applied)

#### Section 8.

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

(b) 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 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.

(c) Any Engineer required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400.00) and five working days instead of the two working days provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered required if the reporting point to which the Engineer is changed is not more than thirty miles from his former reporting point.

(d) 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 9.

(a) Engineers assigned to Denver-McCook intraseniority district service or who are on either of the protecting extra boards when this service is inaugurated will not be required to qualify themselves on their own time over territory with which they are not acquainted. Once qualified, any subsequent requalification will be the responsibility of the individual.

(b) Qualification will be accomplished by use of Engineers who will be subject to Schedule Rules and this agreement.

(c) The Carrier will qualify these Extra Engineers by removing them from the extra board, singly or in groups, and assign them solely to qualifying-piloting service (on a continuous-time or miles basis for a trip) on the Denver-McCook territory until they are qualified (at which time they will be placed back on the extra board).

(d) The Carrier will determine the number of trips an Engineer must make to become qualified.

(e) So as to expedite the qualification of Engineers for service on the Denver-McCook intraseniority district service, the following procedures may also be employed:

(f) The Carrier, may have Engineers assigned to this service and/or extra board Engineers work as Pilot-Engineers over part of the territory and as qualifying Engineers over the remainder of the intraseniority district (on a continuous miles or hours basis) under provisions of this agreement.

(2) The Carrier may use Extra Board Engineers out of proper sequence for piloting-qualifying trips over the territory of this intraseniority district service.

(f) The provisions of this Section will be in effect for the first forty-five days following the first date this intraseniority district service is inaugurated. Thereafter, any engineer exercising seniority to either of the intraseniority district pools or to extra lists protecting vacancies in those pools will be responsible for qualifying on their own time. Engineers forced to fill vacancies in the long pool or an extra list protecting the long pool will not be required to qualify themselves on their own time over the intraseniority district service territory.

## Section 10.

(a) 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 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 locations, 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 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.

(c) Engineers who are performing this intraseniority district service will be allowed a payment for meals of \$3.85 if they are held at the away-from-home terminal four hours and will be allowed an additional \$3.85 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 \$3.85.

**Section 11.** An individual employee who is regularly assigned in either of these long pools, but who resides at other than the home terminal of his long pool crew, may reverse his lodging point and elect to use company-paid lodging at the home terminal in lieu of such lodging at the away-from-home terminal; provided, however, this privilege is limited so as not to exceed, in any semi-monthly pay period, the number of daily lodging charges that the company incurred for the other members of his crew who used the away-from-home terminal lodging.

## **Section 12.**

(a) 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.

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

## **Section 13.**

Disciplinary hearings or investigations involving an engineer in this intraseniority district service will be held at the engineer's home terminal, except when the majority of the principals who are to be called live elsewhere. If the investigation is held at a location other than the Engineer's home terminal, he will be paid for travel time and the time consumed by the investigation on a minute basis at the pro rata rate of pay which he received for the last previous service performed unless it is established in the investigation that the engineer was guilty of a rules violation which results in suspension or discharge. Should an engineer lose a full round trip as a result of attending an investigation which does not establish a rule violation which results in suspension or discharge he will also be compensated the equivalent of the earnings of the engineer who relieved him. Should an engineer be tied up at the location where the investigation is held the provisions of Article 77 (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 14.**

Engineers who are required to deadhead over the expanded district under the provisions of this agreement, will be provided with reasonable comfort while so deadheading. Whenever an engineer is required to deadhead on a freight train, comfortable seating for both the working crew of the train and the engineer being deadheaded will be provided, and it required to deadhead in a trailing unit of the engine, reasonable comfort will include items (a), (b), (d) and (e) of Section 5, paragraph (b) below. If a caboose of the type now in service is used, no more than one crew will be deadheaded on the working caboose.

## **Section 15.**

(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 heaters
- (b) Cab weatherstripping
- (c) Windshield wiper
- (d) Drinking water and operable cooler
- (e) Toilet facilities
- (f) Working radio
- (g) Working speed recorder

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

## **Section 16.**

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.

**Section 17.**

Nothing contained herein shall be construed as modifying, amending, or superseding any of the provisions of schedule agreements and the Merger Protection Agreement as implemented between the Carrier and the Brotherhood of Locomotive Engineers except as herein provided. This agreement shall be effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Denver, Colorado, this 3<sup>rd</sup> day of April , 1985.

FOR  
BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS

FOR  
BURLINGTON NORTHERN, INC.

General Chairman

Director of Employee Relations

REC/no2684479657p18

**BURLINGTON NORTHERN RAILROAD**

H. H. PAYNE  
Director Employee Relations  
Denver Region

1331 Seventeenth Street  
P.O.Box 17150  
Denver, Colorado 80217  
Telephone (303) 297-4256

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

Dear Mr. Pelava:

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

In negotiating this agreement, we discussed the method of handling freight service between Sterling, Colorado and McCook, Nebraska. We agreed that no change in handling this service, involving the Sterling-Akron TD Agreement, would be made except following a 15 day notice in writing of the change to you or your successor. For example, if we were to handle such service by a short pool between Sterling and Brush, where previously we utilized TD service between Sterling and Akron, you would be given 15 days advance notice. Thereafter, we would not revert to the Sterling to Akron TD Agreement for handling this service without giving you 15 days of advance notice.

Sincerely,

N. H. Payne

Accepted:

Director of Employee Relations

General Chairman

**BURLINGTON NORTHERN RAILROAD**

H. H. PAYNE  
Director Employee Relations  
Denver Region

1331 Seventeenth Street  
P.O.Box 17150  
Denver, Colorado 80217  
Telephone (303) 297-4256

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

Dear Mr. Pelava:

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

You were advised that, upon determining the conditions upon which lodging contracts at Denver and McCook would be predicated, we would meet with you to discuss the possibility of agreeing to a payment for "in lieu of lodging."

Sincerely,

Director of Employee Relations  
03/ac

**BURLINGTON NORTHERN RAILROAD**

H. H. PAYNE  
Director Employee Relations  
Denver Region

1331 Seventeenth Street  
P.O.Box 17150  
Denver, Colorado 80217  
Telephone (303) 297-4256

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

Dear Mr. Pelava:

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

It was agreed, in discussing this agreement, that the weekly report referred to in Section 1,(b) would be prepared each Sunday and provided to the involved local chairmen on a form mutually acceptable to the involved local chairmen and local officers. The mileage will be regulated around an average of 3,700 line miles per month. Equalization pursuant to Section 7 will be accomplished in a manner mutually acceptable to the involved local chairmen and local officers.

Sincerely,

ACCEPTED:

H. H. Payne  
Director of Employee Relations

General Chairman, BLE

**BURLINGTON NORTHERN RAILROAD**

H. H. PAYNE  
Director Employee Relations  
Denver Region

1331 Seventeenth Street  
P.O.Box 17150  
Denver, Colorado 80217  
Telephone (303) 297-4256

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

Dear Mr. Pelava:

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

It was agreed that the Carrier would give 15 days of advance notice, in writing to you and posted at Denver and McCook, before inaugurating this service.

It was also agreed that if the Carrier does not inaugurate this service within 180 days following the effective date of the last agreement necessary for inaugurating this service, the agreement will be automatically cancelled.

Sincerely,

ACCEPTED:

H. H. Payne  
Director of Employee Relations

General Chairman, BLE

03/sc

**BURLINGTON NORTHERN RAILROAD**

Richard E. Cassity  
Assistant Vice President  
Labor Relations

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

August 26, 1987

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

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

Dear Mr. Shell:

This refers to the Lincoln-McCook ID Agreement and the side letter dealing with Section 10 thereof.

It was agreed that in applying the provisions of the side letter, the engineers covered by the letter will have 45 days from the effective-date of the ID Agreement to request in writing that they be qualified for the ID service. Any covered engineer not making such a timely written request will thereafter be governed by the terms of Section 10 of the Agreement.

Sincerely,

