

Local Memorandum of Agreement
(Applicable Only at Springfield, Missouri)

*Springfield
Engineers' Utility
Ex. Bd. Agreement.*

It Is Agreed:

It is the intent of the parties to accelerate the eventual consolidation of the Engineers' Extra Boards at Springfield, Missouri. To this end, a Springfield Engineers' Utility Extra Board will be maintained and ultimately will become the supply source of extra Engineers on the Combined Springfield District. All guarantee Extra Boards at Springfield will be maintained and operated in accordance with Article 22 of the Engineers' Schedule in addition to the following conditions:

1. A Springfield Engineers' Utility Extra Board will be established on the effective date of this Agreement and will be composed of both "prior" and "non prior" righted Engineers. The Utility Extra Board will protect Engineer vacancies in all classes of road and yard service on the Combined Springfield District. It will also supplement those "prior rights" Extra Boards when they are exhausted or not being maintained under the expressed conditions of this Agreement.
2. On the effective date of this Agreement, the Springfield District Extra Board will become a "prior rights" Extra Board for Springfield District Engineers who established seniority as Engineers on the Springfield District prior to April 11, 1979.
3. The new Springfield District "prior right" Extra Board, identified in 2. above, and existing Willow Springs "prior rights" Extra Board will each employ unassigned "prior rights" Engineers in a number not to exceed forty (40) percent (.5 or greater round to next whole number) of all regular road and pool assignments on their respective "prior rights" territory. The Utility Extra Board will protect all Springfield Yard vacancies, therefore, these assignments will not be used in determining either "prior rights" districts extra board employment. Determination and adjustments will be made at 12:01 p.m. on the first and sixteenth day of each month.

The number of "prior rights" Engineers on the "prior rights" Extra Boards may be less than forty (40) percent if unassigned "prior rights" Engineers elect to be placed on the Utility Extra Board, or through attrition of the "prior rights" Engineers.

"Prior rights" Extra Board Engineers shall not be permitted to commence another tour of duty after having made 3,950 "pay miles" in an anniversary month, provided other Engineers on the Combined Springfield District are available. This not to be applied so as to preclude an Engineer from making the return portion of a round trip. It is recommended that the employees birth date be used in determining their anniversary month, if practical.

Engineers will be required, upon completion of each trip, to record their trip and total mileage or equivalent thereof, and failing to do so will subject such Engineer not to be called for subsequent service.

Engineers reverting or displacing (bumps) onto a "prior rights" Extra Board after their anniversary month has begun must record all pay miles made since their anniversary month began. This mileage will be used in determining when he/she reaches his/her 3,950 - mile limitation.

Any calendar day on which an Engineer is unavailable for service because of the maximum mileage limitations will, likewise, not be covered by the guarantee.

4. A "prior rights" Engineer who is assigned to either his/her "prior rights" Extra Board or Utility Extra Board may make application for assignment to the other Extra Board under the following conditions.

Prior to 11:00 a.m. on the first or sixteenth day of each month an eligible Engineer must give written notification to the Caller or proper local Carrier officer of their intent to transfer. Their assignment under this provision will be made at 12:01 p.m. on the first or sixteenth day, as the case may be, and is subject to the forty (40) percent maximum employment as provided in 3. above.

When Engineers transfer from their "prior rights" Extra Board to the Utility Extra Board under this provision, they will continue to be subject to the maximum mileage limitations, as provided in 3. above, to the conclusion of their anniversary month in which their transfer occurred. In the same respect, Engineers transferring to their "prior rights" Extra Board from the Utility Extra Board after their anniversary month has begun must record all pay miles made since their anniversary month began.

5. An Engineer assigned to a Springfield yard job may revert to his/her "prior rights" Extra Board (subject to the forty (40) percent maximum employment as provided in 3. above) or the Utility Extra Board regardless if there is a junior Engineer assigned to that Extra Board. Any resulting vacant yard assignment will not be forced assigned. An Engineer may claim such vacant yard assignment at any time subject to the following exceptions. Such Engineer shall be restricted from exercising seniority for a minimum of 30 days. Such Engineer may be subject to force assignment to an assignment under bulletin at the time he/she elected to claim a vacant yard assignment.

When force assignments are necessary from the Extra Board under the Schedule Agreement, "prior rights" Engineers assigned to the Utility Extra Board are only subject to force assignments on their "prior rights" territory.

- 6. Between the hours of 12:01 A.M. and 11:00 A.M. the day before the clocks are changes account of daylight savings time (two times per year), Engineers working on the districts and extra boards identified by this agreement may displace (bump) to a different class of service only. Such transactions may be in person or by telephone, but, the Engineer must know the name of the person to whom he/she is talking. Resulting assignments will be made effective at 12:01 P.M. the next day.
- 7. The provisions contained in this Agreement will remain in effect as long as all "prior rights" Engineers and subsequent promoted Engineers D. M. Barnicle, S. M. Hansen, L. J. Sheppard and R. K. Dobbs are in active service. All conflicting agreements and understandings are suspended during the term of this Agreement. Upon the demotion of any Engineer so identified in this section, this Agreement will be canceled and all former agreements and understandings will be in effect.

This does not preclude the parties from agreeing to suspending this Agreement for cause and for a period of time agreed upon, during which all former agreements and understandings will be in effect and applicable.

Signed at Denver, Colorado, this 6th day June, 1990, and effective June 6 (xth), 1990.

FOR: Burlington Northern Railroad

FOR: Brotherhood of Locomotive Engineers

BY: Mark A Katten
Superintendent Operations

BY: Vernon L Hart
Local Chairman

Approved: J. M. Stokovich
Director Labor Relations

BY: D. M. Barnicle
Local Chairman

Approved: W. Walgent
General Chairman

June 6, 1990
(Date) 8⁴⁵
A

SIDE LETTER #1

W. C. Walpert
General Chairman, BLE
3433 S. Campbell, Suite O
Springfield, MO 65807

Dear Mr. Walpert:


This is in further reference to the Agreement signed this date regarding the Springfield, Missouri, Engineers' Extra Boards.

For the purpose of establishing initial standing only, it is understood, upon implementation of the Utility Extra Board, initial standing (i.e., order of mark up) will be determined by "Springfield Block" seniority date for "prior rights" Engineers. The standing of all other Engineers will be determined by "Springfield Consolidated" seniority date.

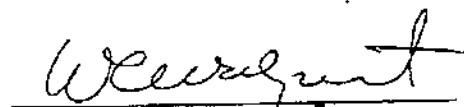
It is further understood that this procedure for initial mark up has no precedential value in revising existing agreement rules for seniority.

If you are agreeable to this understanding, please sign in the space provided.

Sincerely,


J. M. Starkovich
Director Labor Relations

AGREED:


General Chairman, BLE

JMS/wms

June 6, 1990
(Date) 843
A

SIDE LETTER #2

W. C. Walpert
General Chairman, BLE
3433 S. Campbell, Suite O
Springfield, MO 65807

Dear Mr. Walpert:


This is in further reference to the Agreement signed this date regarding the Springfield, Missouri, Engineers' Extra Boards.

It is agreed that Engineers will be assigned to the Utility Extra Board even if they are not qualified to protect all of the service that is protected from that Extra Board. However, such Engineers will not be called for service as engineer on unfamiliar territory until they are considered qualified.

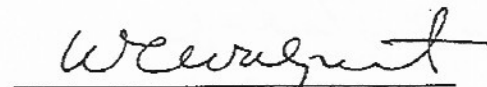
During the qualification period, an unqualified Engineer may be called for familiarization trip(s) under the direction of a qualified Engineer. Utility Extra Board Engineers will only be paid their Extra Board guarantee for these qualification trips.

If you are agreeable to this understanding, please sign in the space provided.

Sincerely,


J. M. Starkovich
Director Labor Relations

AGREED:


General Chairman, BLE

JMS/wms

June 6, 1990

(Date)

8⁴⁵
A

SIDE LETTER #3

W. C. Walpert
General Chairman, BLE
3433 S. Campbell, Suite O
Springfield, MO 65807

Dear Mr. Walpert:

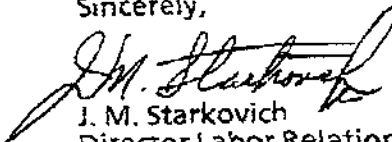
This is in further reference to the Agreement signed this date regarding the Springfield, Missouri, Engineers' Extra Boards.

It is agreed that present Engineers assigned to "prior rights" Extra Boards may displace (bump) prior to the implementation of this Agreement. It is also agreed that all remaining Extra Board Engineers and those subsequently placed onto Extra Boards as a result of the aforementioned displacement option may make application, prior to implementation of this Agreement for assignment to their "prior rights" Extra Board (subject to the forty (40) percent maximum employment). Those remaining Extra Board Engineers will be assigned to the Utility Extra Board upon implementation of this Agreement.


It is further agreed that the local party's meet and arrange to implement the above understandings sometime during a two day period prior to implementation of this Agreement.

If you are agreeable to this understanding, please sign in the space provided.

Sincerely,


J. M. Starkovich
Director Labor Relations

AGREED:


General Chairman, BLE

JMS/wms

June 6, 1990
(Date) 8⁴⁵/₄

SIDE LETTER #4

W. C. Walpert
General Chairman, BLE
3433 S. Campbell, Suite O
Springfield, MO 65807

Dear Mr. Walpert:

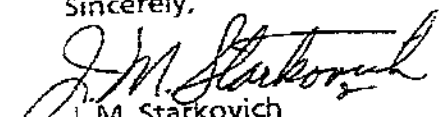
This is in further reference to the Agreement signed this date regarding the Springfield, Missouri, Engineers' Extra Boards.

It is agreed that an Engineer assigned to either of the two local assignments working out of Springfield, east and west direction, presently identified as Train Nos. 91815 and 91817, may revert to his/her "prior rights" or Utility Extra Boards under the same conditions expressed in Section 5. regarding yard jobs.


It is further understood that during the period either of these assignments are vacant under this option, engineer vacancies will be protected from the Utility Extra Board and the assignment(s) will not be used in determining the Springfield District "prior rights" Extra Board employment under Section 3.

If you are agreeable to this understanding, please sign in the space provided.

Sincerely,


J. M. Starkovich
Director Labor Relations

AGREED:


General Chairman, BLE

JMS/wms

Postmark: 24-May-90 (Thursday) 9:18:41 MDT - (SR MS01:SR:BNRR)
From: William M To: TCM:SPR
Schubert:SR:BNRR
Sender: William M Copies: MAK:SPR, JPK:SPR, WMS
Schubert:SR:BNRR
Subject: RESPONSE TO TCM?
In Reply To: mak:SPR:BNRR's message of 1-May-90 (Tuesday) 16:14:41 CDT
Answer To: YOUR MAILNOTE 7-May-90 (Monday):SR:BNRR
Note: TOM: HERE IS MY RESPONSE TO YOUR QUESTIONS REGARDING THE

RECENTLY RATIFIED SPRINGFIELD UTILITY ENGINEERS EXTRA BOARD AGREEMENT-

Concerns and questions:

Para. 3: 40% LIMIT ON "PRIOR RIGHTS" EXTRA BOARD: On time change days: Will bumping be allowed ONLY to displace another engineer on the "prior rights" extra board, or can they simply bump to the board? If allowed to bump to the board, then how will the 40% limit be controlled? Would first-come; first-served prevail or seniority rule? Would there be jeopardy for penalty claim if Engineer Jack is denied bump at 4pm because he would exceed 40%; then at 6pm Engineer Bob bumps off of the "prior rights" extra board resulting in space for Jack. SUGGESTION: THERE SHOULD BE SOME PREVENTION OF PENALTY CLAIMS ON THESE DATES; PERHAPS BY HAVING ADMINISTRATION BY LOCAL CHAIRMEN OR THEIR REPS. Regardless, there should be a limit of one free choice of bump and the Engineers reps and caller reps should convene to work out mechanics of the process.

ANSWER: EMPLOYEES MUST DISPLACE ANOTHER EMPLOYEE. IT IS ASSUMED THAT A 4 HOUR WINDOW (12:01 A.M. AND 11:00A.M.), 24 HOURS IN ADVANCE OF ASSIGNMENTS, WAS SUFFICIENT TIME TO SORT OUT THE BUMPS THAT MIGHT OCCUR UNDER PARA. 6.

Para. 3 Individual miles: Question: Is the following a correct understanding? These records will be the sole responsibility of the local chairmen and the employees on the "prior rights board". Callers will not be asked to produce back records of employees transferring to/from the "prior rights board"; Engineers will be responsible to 'bring with them' any prior service miles since their last anniversary date and 'take with them' any mileage records to other service top which they may go. Callers will not be expected to validate mileage records. SUGGESTION: Anniversary dates are derived from birthdates. EMPLOYEES HAVING BIRTHDATES ON THE 29TH, 30TH, AND 31ST

SHOULD ELECT EITHER THE 1ST OR 28TH TO HOLD AS AN ANNIVERSARY DATE TO AVOID INTERMITTENT MONTHS NOT HAVING THE 29TH, 30TH, AND 31ST.

ANSWER: TOM; APPARENTLY BY THE ABOVE QUESTION YOU DON'T HAVE THE MOST RECENT REVISED PROPOSAL. IT IS IN THE BEST INTEREST OF BN THAT THOSE "PRIOR RIGHTS" EXTRA BOARD ENGINEERS NOT EXCEED 3,800 PAY MILES. IF THEY ARE ALLOWED TO EXCEED THIS LIMIT IT WILL COST THE BN MORE GUARANTEE MONEY TO BE PAID OUT, I.E., CAPTURING MORE WORK OPPORTUNITIES THEREBY EXCEEDING MONTHLY GUARANTEE WILL REDUCE THE WORK OPPORTUNITIES FOR THOSE ASSIGNED ON THE UTILITY EXTRA BOARD, HENCE, WILL PAY MORE GUARANTEE MONEY. BN NEEDS INVOLVMENT. THE PROPOSAL THAT IS OUT FOR RATIFICATION READS:

ENGINEERS WILL BE REQUIRED, UPON COMPLETION OF EACH TRIP, TO RECORD THEIR TRIP AND TOTAL MILEAGE OR EQUIVALENT THEREOF, AND FAILING TO DO SO WILL SUBJECT SUCH ENGINEER NOT TO BE CALLED FOR SUBSEQUENT SERVICE.

THIS IS A MODIFIED VERSION OF THE MILEAGE LIMITATION FOUND IN THE FORMER BLE ARTICLE 29, AND NOT AS LIABLE AS THE MILEAGE LIMITATION RULE FOUND IN THE UTU ID AND EXPEDITER AGREEMENTS. HERE, WE ATTEMPTED TO KEEP THE EMPLOYEE HONEST WITH THE WITHHOLDING FROM SERVICE, BUT, WITHOUT THE DAILY VERIFICATION BY THE CARRIER. IN OTHER WORDS, IF AN EMPLOYEE IS FOUND TO BE SHAVING HIS MILES HE/SHE MAY BE WITHHELD FROM SERVICE FOR "X" AMOUNT OF TIME ON "ANY" SUBSEQUENT SERVICE. THE MINIMUM WITHHELD TIME SHOULD REFLECT AT LEAST THE MILES NOT RECORDED AND SUCH WITHHELD TIME WOULD NOT BE COVERED BY THE GUARANTEE (SEE LAST PARAGRAPH OF 4.).

Para. 4: "Transfer" is understood to be limited to employees who are:

- a. On the Utility Extra Board, or
- b. On the Prior rights extra board

And, movement does not include 'to and from' any other service such as road or yard pools.

Opportunity to transfer is limited to the 1st and 16th of each month.

Applicants can wait until 11 am to give notice; and must be assigned by 1 hour later.

THIS MAY BE AN UNREASONABLE EXPECTATION TO HANDLE THIS RECORD SHUFFLE ACCURATELY AT THE SAME TIME ON THE SAME DAY THAT MILEAGE ADJUSTMENTS ARE TAKING PLACE. SUGGEST THAT TRANSFERS BE SET FOR THE 2ND 18TH OR 3RD AND 19TH. THIS WOULD BE AFTER THE MILEAGE ADJUSTMENTS HAVE BEEN MADE AND BEFORE NEW BULLETINS ARE ASSIGNED.

ANSWER: YOUR OBSERVATION REGARDING "TRANSFER" IS CORRECT. TOM, I DON'T BELIEVE THE TRANSFER ACTIVITY IS GOING TO BE A PROBLEM. AS I SEE IT, WILL EITHER END UP WITH VERY FEW ENGINEERS ON THE "PRIOR RIGHTS" BOARDS, SUGGESTING MOST DESIRE THE UTILITY BOARD, THEREBY LITTLE INTEREST FOR THE "PRIOR RIGHTS" BOARDS, OR GREAT INTEREST TO THE "PRIOR RIGHTS" BOARDS, THEREBY SENIOR ENGINEERS WILL MAX OUT THE 40% WHICH WILL VIRTUALLY ELIMINATE THE "TRANSFER" OPTION.

Bill, As Tom will the individual in charge of the crew office, I sent him a copy of the latest (as of 5/1) to review and add any comments he felt appropriate, as you can see he has some questions he felt should be addressed. While I realize this is probably out for ratification, we might want to answer the questions raised.

Attachments: MailNote