

MEMORANDUM OF AGREEMENT
BETWEEN
THE C&NW TRANSPORTATION COMPANY
AND
THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS
SIGNED MARCH 5, 1992
EFFECTIVE
JANUARY 1, 1992

MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
AND
THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

It is agreed as follows:

ARTICLE I - COMPENSATION

A. Effective January 1, 1992, each engineer on a road freight or yard crew operated with a ground crew consist of the one conductor/foreman and one brakeman/helper will be allowed a differential of \$18.75 per basic day in road freight and yard service, and 18.75 cents per mile for miles in excess of the basic day in freight service.

B. Effective January 1, 1992, each engineer on a road freight or yard crew operated with a ground crew consist of a conductor/foreman only will be allowed a differential of \$28.75 per basic day in road freight and yard service, and 28.75 cents per mile for miles in excess of the basic day in freight service.

C. Effective January 1, 1992, the differentials provided in Sections A and B of this Article will be included in the basic daily rates, and will thereafter be subjected to future general wage increases as applicable.

D. The differentials provided in Sections A and B of this Article cancel and supersede the differential provided in Article V of the Mediation Agreement A-9724 effective June 1, 1975, as well as the differential of \$4.00 currently made to an engineer operating without a fireman on a road freight or yard crew.

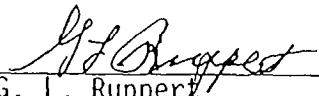
ARTICLE II - GENERAL

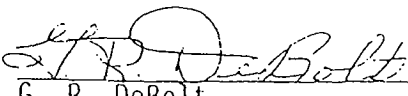
A. This Agreement is effective January 1, 1992 and specifically amends or changes the rules as stated above.

B. The parties to this Agreement shall not serve nor progress prior to November 1, 1994 (not to become effective before January 1, 1995) any notice or proposal for changing any matter in this Agreement.

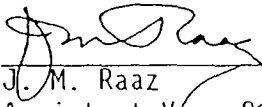
Signed in Chicago, Illinois, the 5th day of March, 1992.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS


G. L. Ruppert
General Chairman-BLE


G. R. DeBolt
Vice President-BLE

FOR THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY


J. M. Raaz
Assistant Vice President-
Labor Relations (Operating)

Chicago and NorthWestern
Transportation Company



March 5, 1992

One North Western Center
Chicago, Illinois 60606

Labor Relations Department

Mr G. L. Ruppert
327 S. LaSalle Street
Room 1107
Chicago, IL 60604

Reference: Side Letter No. 1

Dear Mr. Ruppert:

During the discussions which led to our Agreement of today, we agreed that any claims involving the issue of whether or not the main line constitutes a separate or other location when road crews pick up or set out at their initial or final terminal will be resolved in accordance with Award 1 of PLB 5078 which held that "the main line is distinct and separate from the yard tracks and clearly indicates that the yard is another location from the main line."

Yours truly,

A handwritten signature in cursive script, appearing to read "J. M. Raaz".

J. M. Raaz
Assistant Vice President-
Labor Relations (Operating)

I CONCUR:

A handwritten signature in cursive script, appearing to read "G. L. Ruppert".

G. L. Ruppert
General Chairman-BLE

THE FOLLOWING ARE AGREED TO QUESTIONS AND ANSWERS
TO THE CNW'S AGREEMENT WITH THE BLE
DATED MARCH 5, 1992

1. Q. In reference to Article I - Sections A and B, if the UTU enters into a new agreement with the CNW that changes the title of a ground service employee (conductor and brakeman) to another title, would the engineer working with such employee(s) still receive the basic day increase of \$28.75 (\$18.75) per day and the .2875 cents (.1875 cents) per over mile?

A. The Carrier has no intention of changing the title of ground service positions to circumvent existing agreements.
2. Q. In reference to Article II - Section B, would this section prohibit the serving of any Section Six Notices covering issues including but not limited to; guarantees, personal leave days, trauma pay, disability salary continuance plan, signing bonus, resolution of forced away from home assignments and expenses?

A. Article II Section B pertains only to "any matter in this Agreement." Other moratoriums, such as Article X, Section 2(d) in the November 1, 1991 IMPLEMENTING DOCUMENTS prohibit the serving of notices such as listed in Question 2.
3. Q. In reference to Article II - Section B, is this clause intended as an "automatic give back," thereby reducing the pay of an engineer on January 1, 1995, and effectively linking the pay issue with the National Agreement that will be under negotiation at that time?

A. No.
4. Q. In reference to Side Letter Number 1, would all pending claims for unnecessary doubles (setouts) prior to July 29, 1991, be permitted to rest?

A. Side Letter Number 1 refers to the issue of "the main line is distinct and separate from the yard tracks and clearly indicates that the yard is another location from the main line" and indicates that the cases pertaining to "unnecessary doubles" which hinge on that issue will be settled in accordance with Award #1 of PLB 5078.

5. Q. In reference to the specific language of Side Letter Number 1, "the mainline is distinct and separate from the yard tracks and clearly indicates that the yard is another location from the mainline," can this be taken out of context to define disputes on other contract rules?
- A. It is not the Carrier's intention to take this language "out of context".
6. Q. In reference to the same language in Question number 5, can this clause be construed to alter definite terminals or current crew change points?
- A. Award Number 1 of PLB 5078 deals specifically with pick-ups and set-outs and makes no interpretations regarding terminals or crew change points.
7. Q. Under Article I, Compensation, Paragraph D: "The differential provided in Sections A and B of this Article cancel and supersede the differential provided in Article V of Mediation Agreement A-9724 effective June 1, 1975, as well as the differential of \$4.00 currently made to an engineer operating without a fireman in road freight or yard crew". Does this mean that the \$10.75 and/or \$4.00 currently paid engineers under this Agreement will be deducted from the \$18.75 and \$28.75 as provided in Paragraphs A and B?
- A. No, it means the \$10.75 and/or \$4.00 are replaced by the \$18.75 or \$28.75 as applicable.
8. Q. It is our understanding that if an engineer works any portion of his tour of duty with a conductor/foreman only crew, the engineer will be paid the higher basic daily rate for the entire trip or tour of duty.
- A. That is true.

9. Q. By signing this agreement, does this change the engineer's responsibilities and duties?
- A. This agreement deals with compensation and does not change the engineers' duties or responsibilities.
10. Q. It is our understanding that an engineer who would otherwise receive \$28.75 and/or overtime when working a job with conductor/foreman only and the carrier elects to use a utility person to assist their assignment for any portion of the day, that engineer will still receive the \$28.75.
- A. That is correct.
11. Q. It is our understanding that the Engineers' Guaranteed Extra Board will include the \$18.75 provided for in Article I, A and made a part of the daily rate by Item C when calculating the guarantee.
- A. True.
12. Q. It is our understanding that an engineer deadheading to a conductor/foreman or from a conductor/foreman only job will be allowed deadhead at the rate which includes additional \$28.75 and .2875 for all overmiles or corresponding hourly rate when deadheading combined service to hourly component job.
- A. Deadhead will be paid in accordance with the new basic daily rates created by this agreement and in accordance with Article VI of the May 19, 1986 National Agreement with the BLE.
13. Q. We understand that penalty claims will not be used to offset Engineers' Guaranteed Extra Board claims.
- A. True.
14. Q. Will Extra Board Guarantees be increased by \$18.75 or \$28.75 per day?
- A. Same as Answer Number 11 (\$18.75).

15. Q. Will deadhead be increased by \$28.75 or \$18.75?
A. Same as Answer Number 12.
16. Q. Members feel the Extra Boards will be cut and Hostling jobs will be established due to the increase in the Guarantee amount.
A. Extra boards will be regulated in such a manner as to ensure that there is sufficient number of engineers available to protect all engineer vacancies and extra service.
17. Q. Will pay raises on overmiles be allowed or, are overmiles currently locked in at old rate?
A. Overmiles were frozen by the May 19, 1986 National Agreement. However, the overmile rates in effect will be adjusted in accordance with the applicable .1875 or .2875 replacement rates and will remain frozen.
18. Q. If a man works with a fireman will he still receive the full \$28.75?
A. The appropriate rate (including either the \$18.75 or \$28.75) will not be affected by the addition of a fireman.
19. Q. What rate will an engineer working as a hostler be paid?
A. The engineer will be compensated the Engineer Relay rate presently in effect.
20. Q. What rate of pay will engineer working as pilot be paid?
A. The new conductor only rate.
21. Q. What rate will an engineer be allowed when working with two man crew and one goes home sick?
A. Same as Answer Number 8.

22. Q. Will the new rate \$28.75 be applied to deadhead separate and apart?
A. The answer to this question is the same as Answer Number 12.
23. Q. Will held-away-from-home terminal be increased with this new differential?
A. The new differential in Article I, A and B were included in the basic daily rates in Item C and payments based on the daily rates will be adjusted accordingly.
24. Q. Will C.O.L.A. be applied to the \$28.75 rate or \$18.75 rate?
A. Same as Answer Number 23.
25. Q. Does paragraph B, Article II contemplate an automatic give back in 1995?
A. No.
26. Q. Is the utilization of a utility employee to assist either a road or yard assignment considered co-mingling of crews?
A. No, utility employees used to supplement either a road or yard assignment are not viewed as co-mingling of crews and do not create a penalty situation.