



Brotherhood of Locomotive Engineers

GENERAL COMMITTEE OF ADJUSTMENT
BNSF Railway Company
Santa Fe Committee
509 SW Wilshire, Suite D
Burleson, Texas 76028
(817) 426-9003 • Fax (817) 426-9006

J.D. MULLEN
Chairman

P.J. WILLIAMS
First Vice-Chairman

June 11, 2001
1200-90

All Local Chairmen
Brotherhood of Locomotive Engineers
The BNSF Railway Company
Santa Fe Lines

Dear Sirs and Brothers:

Attached for your reference is another draft of the Q and A's concerning the Ebb and Flow Agreement. The major changes are on page 1, dealing with combined terminals and the personal leave day issues.

NOTE: first question and answer under Section 2, these changes were made per many of your requests.

Fraternally,

John Mullen

JDM/skc

Agreed To Questions and Answers

General

- Q. Does the Flowback Agreement apply to any employees who are not working under the terms of the former ATSF collective bargaining agreements?
- A. No.
- Q. If an engineer working under the former ATSF Agreements exercises seniority under the Flowback Agreement to a ground-service position under the former ATSF Agreements, is that employee then eligible to exercise ground-service seniority to a ground-service position governed by other than former ATSF Agreements?
- A. Except at Terminals consolidated under the BN-ATSF merger where the former ATSF-BLE Agreements are controlling, the answer is "No." An employee holding a ground-service position pursuant to the Flowback Agreement cannot exercise ground-service seniority to a ground-service position governed by agreement provisions other than those on the former ATSF so long as that employee would have been required to protect engine-service under the former ATSF Agreements "but for" the Flowback Agreement.
- Q. The various Crew Consist Agreements provide for Personal Leave Days, for example, the Northern and Southern Divisions (UTU) provide that yardmen are entitled to a maximum of 14 Personal Leave Days. What prevents employees from exercising seniority under the Flowback Agreement from an engine-service position to a ground-service yard-service position, cashing in the ground-service Personal Leave Days and then returning to engine-service?
- A. The Personal Leave Day provisions associated with the agreement applicable to the vacation assigned the individual employee will apply to that employee for the calendar year.
- Q. Are engine-service qualified employees working in ground-service pursuant to the terms of the Flowback Agreement obligated to maintain their engine-service qualifications, e.g. certification?
- A. Yes.

- Q. Side Letter #1 memorializes the recognition of conductor seniority to engine-service employees establishing ground-service seniority (pursuant to the 1985 National Agreement's Article XIII provisions) on or after November 1, 1985, or were not a promoted conductor prior to November 1, 1985. Does this mean that employees affected by the Side Letter are automatically qualified to work as conductors?
- A. Yes, however the criteria attendant to the specific qualification/familiarization requirements in order to actually perform service as a conductor are the responsibility of the Division Superintendent, or his designated representative, consistent with the compensation provisions contained in existing agreement addressing employees being qualified to actually perform service as a conductor.
- Q. Are pre-1985 engineers working in ground-service with a post-85 ground-service seniority date subject to the application of rate progression (entry rates)?
- A. No.
- Q. Are pre-1985 engineers working in ground-service with a post-85 ground-service seniority date entitled to payment of so-called "duplicate time payments?"
- A. Yes.
- Q. Are pre-1985 trainmen working in engine-service with a post-85 engine-service seniority date entitled to payment of so-called "duplicate time payments?"
- A. Yes.
- Q. Currently bids for ground-service positions are filled on a day of the week that is different from when engine-service positions are filled. With this new agreement employees may bid for both engine-service and ground-service positions. How will the employee be handled when it is desired to bid for positions in both engine and ground-service?
- A. When the employee has bid positions on both engine and ground-service, if the employee is able to hold any position in engine-service on the bid, the individual will be assigned to the engine-service position without consideration of any bid for ground-service. It will only be in the event that the employee is unable to hold a "bid" engine-service position that his or her bid for ground-service will be considered.

- Q. May one party cancel this agreement without the concurrence of all parties?
- A. The agreement may be cancelled by any one of three parties signatory to the agreement. BNSF may cancel, BLE may cancel and UTU may cancel. In the case of UTU, there are three General Committees involved; therefore, all three General Committees would have to agree to cancel the agreement on behalf of UTU.

Section 2

- Check*
- Q. If an employee voluntarily exercises seniority pursuant to the terms of this Agreement, is the employee then restricted in any manner?
- A. The employee must remain in ground-service or engine-service (depending on the craft the employee exercised seniority to) for a minimum of seven (7) days, unless the employee is displaced through no fault of his own.
- Q. Will letters of request for unassigned service (combo board, pool turns, yard extra boards) be honored as a bid on an "advertised" position when moving from engine-service to ground-service?
- A. Yes. However, in the event the employee has a bid in for any other engine-service position and the individual is able to hold such position, the engine-service position will be filled first.
- Q. How would an engine-service qualified groundman working in engine-service obtain a displacement right to ground-service?
- A. By being reduced from the active working list of engineers at that location or securing a full displacement right under BLE rules in place at that location.
- Q. Are engine-service qualified groundmen in engine-service who are reduced from the active working list of engineers at a location restricted to exercising their ground-service seniority at the location where reduced from engine-service?
- A. No. The employee may bump wherever his or her seniority will permit.
- Q. When engine-service qualified groundmen in engine-service are reduced from the active working list of engineers at a location and are able to hold a position in engine-service on another working list at the same location may they exercise seniority to ground-service at that location?
- A. Yes

- Q. Does this agreement give engine-service qualified groundmen a bump when returning from vacation?
- A. Existing agreements applicable to whether an employee has a full bump upon return from vacation are unchanged by this agreement.
- Q. May an engineer use his 30-day bump to exercise seniority from engine-service to ground-service.
- A. No.
- Q. May an engineer who has been displaced by an engineer using a 30-day bump exercise seniority to ground-service?
- A. Yes.
- Q. Are employees allowed to displace from engine-service to ground-service or vice versa with a so-called "Sadie Hawkins" styled bump?
- A. No.
- Q. An engine-service qualified groundman is working in ground-service and gets bumped. May that individual now exercise engine-service seniority and displace a junior engineer?
- A. Yes.
- Q. Certain agreements provide that when the incumbent on a position is absent for a certain period of time, the position held by that individual is filled as a permanent vacancy. Then when that individual returns s/he is afforded a bump. When the individual returns may s/he exercise seniority to either ground or engine-service, or must the individual return to the craft s/he was originally holding?
- A. Under these circumstances the employee, having secured displacement rights, may exercise seniority to either engine- or ground-service.

Section 4

- Q. When an engine-service qualified groundman exercises seniority from engine-service to ground-service, how long will that employee have to qualify?
- A. The qualification/familiarization requirements will be determined locally.

- Q. How many orientation trips will an employee be required to make upon exercising seniority from ground-service to engine-service or vice versa?
- A. The number to be determined by local supervision.

Section 5

- Q. Section 5 of the Agreement contemplates the forcing of junior demoted engineers. Does this include engineers in furlough, off-in-force or stay-at-home status?
- A. No. The term "junior demoted engineer" means the "junior demoted engineer" in active service.
- Q. May an engine-service qualified groundman force assigned to an engine service position return to ground service when bumped?
- A. Yes, unless the employee stands to be force assigned as an engineer under the terms of this Agreement.
- Q. Can the junior employee standing for force assignment to engine-service be forced from a "bump board?"
- A. Yes, with the understanding that the employee retains the right to exercise seniority if the employee exercises such seniority immediately upon being notified of the force assignment. Furthermore, the employee has the right to immediately file a "request for release" when a junior employee becomes available.

Section 7

- Q. A ground-service qualified engineer force assigned to a vacancy desires to make written request for release. When must the request be submitted?
- A. Within 48 hours of being notified of the force assignment.
- Q. Who is the "designated Carrier Officer" to be notified in the event the engineer desires release?
- A. The appropriate member of Crew Support responsible for the territory where the engineer has been assigned.

Macrowen
Check
with Muller

- Q. Does this section eliminate the bulletining (advertisement) of ground-service vacancies and place into effect standing bids?
- A. No, this agreement does not, in and of itself, eliminate agreement provisions except as specifically identified in the agreement. Section 7 specifically relates to the previous Sections 5 and 6. Section 5 addresses the filling of engine-service positions that go “no bid” and Section 6 specifically preserves the provisions of existing UTU Rules when filling ground-service positions going “no bid.”

Section 8

- Q. There are no rested engineers on the engineers’ extra board and there are no demoted engineers with a request on file to protect temporary vacancies when the engineers’ extra board is exhausted. How will the vacancy be filled?
- A. After exhausting the applicable requirements under existing BLE schedule agreements, the vacancy shall be filled by the junior available demoted engineer at the source of supply protecting the vacancy.
- Q. Before the effective date of this agreement, if the oldest demoted engineer stood to protect the vacancy. Has this agreement changed that provision to the junior demoted engineer?
- A. Yes.

Section 9

- Q. If an engine-service qualified groundman is working in engine-service on the October 1 “fire date,” with a ground-service ranking of 10 and an engine-service ranking of 55, and there are 60 vacation slots for engine-service and 60 slots for ground-service, to which slot will the individual be assigned?
- A. Since the engine-service vacation slots are to be filled first, the employee identified by the above question would be assigned a vacation as an engineer. Furthermore, it should be noted that the fact the employee happened to be working in engine-service on the “fire date” is not relevant. The 60 engine-service slots will be filled by the senior 60 engineers, without regard to the craft held by the 60 senior engineers.

- Q. Other than defining the "last service performed prior to 12:01 a.m. December 1 of each year" to October 1 of each year, does this agreement in any other manner change or affect the Vacation Agreement(s).
- A. No. Those employees not assigned an engineer's vacation as discussed in the previous question will be assigned vacations as conductor, brakeman or yardman based upon the class of service held on October 1.

Section 10

- Q. Do pre-1985 employees who were working as enginemen and held ground-service seniority prior to the 1989 and 1992 Coast Lines Crew Consist Agreements become eligible for the trainmen's trust fund upon returning to ground-service?
- A. No.

Section 11

- Q. What is the formula for allocated slots on the engineers' reserve board?
- A. There is no formula, other than the understanding that UTU and BLE reserve board slots are to be allocated as closely as possible to 50%-50%. In other words, if a location meets the agreement requirements for the establishment of 10 reserve board slots, 5 will be UTU and 5 will be BLE.
- Q. Could there ever be more employees on the BLE reserve board than on the UTU reserve board?
- A. Yes, but never by more than one.
- Q. How will employees be recalled from reserve status?
- A. Unless there is a request to be recalled in seniority order, the junior employee from the reserve board having the most people assigned shall be recalled first. In the event both reserve boards are of equal size, the junior employee on the UTU board shall be recalled. Thereafter recalls shall be on a one-to-one basis, i.e., if the first recall is from the UTU reserve board, the second person recalled will be the junior engineer on the BLE reserve board, the third will be the junior trainman on the UTU reserve board, and so on.

- Q. Does this mean there is a possibility that an engineer may be recalled because there is a need for trainmen?
- A. Yes. In order to maintain equity between the reserve boards this is necessary. The recalled engineer may exercise seniority in engine-service thereby, through the exercise of seniority, create a trainman. Or the engineer, if ground-service qualified, may exercise seniority in ground service.
- Q. Are all engine-service qualified employees eligible to bid to the Engineer Reserve Board?
- A. No. The employee must have seniority as an engineer AND be a protected employee as provided under the applicable Crew Consist Agreement(s).
- Q. Are there any restrictions as to the craft the otherwise eligible employee is actually working when bidding on the Engineer Reserve Board?
- A. No.
- Q. May an engine-service qualified Conductor bid to the Engineer Reserve Board?
- A. Yes, so long as the employee has seniority as an engineer AND is a protected employee as provided under the applicable Crew Consist Agreement(s).
- Q. At locations where Reserve Boards exist, will the Engineer Reserve Board be open for bids by seniority request at all times?
- A. Yes.

Section 12

- Q. May a primary-recall employee displace a junior employee at another location at a time when the primary-recall employee is needed at the primary-recall location?
- A. No.
- Q. What is the order of recall for primary-recall employees?
- A. First the primary-recall employees at the primary-recall location who are furloughed, off in force or on stay-at-home at the primary-recall location shall be recalled in seniority order. Then primary-recall employees working at other locations shall be recalled in reverse seniority order.

Q. If a primary-recall employee has been released and is working away from the primary-recall location and is recalled to the primary-recall location within the 5-year period, how much time does the primary-recall employee have to mark-up at the primary-recall location?

A. Five days, unless additional time is approved.

Q. Is the primary-recall employee returning to the primary-recall location entitled to a full-displacement bump at the primary-recall location?

A. Yes.

Section 13

Q. Are there any restrictions to exercising seniority from one Grand Seniority District to another Grand Seniority District, or from one source of supply to another source of supply within the same Grand Seniority District, other than the 30-day minimum in the case of a voluntary (other than to avoid being placed off in force) movement?

A. No.

Q. Does the answer to the above question mean that "anyone" holding seniority on any of the former ATSF Grand Seniority Districts may exercise seniority subject only to the conditions of this "Flowback Agreement?"

A. No. In order to exercise any of the rights granted by this agreement, the employee must be working at a location and on an assignment governed by the former ATSF collective bargaining agreements. Individuals at locations governed by the collective bargaining agreements of the other BNSF component railroads are not governed by this "Flowback Agreement."

Q. Have the various restrictions governing the exercise of seniority within a Grand Seniority District also been eliminated, e.g. on the Coast Lines a trainman would only be allowed to move from one Coast Lines location to another Coast Lines location upon an extra board increase?

A. Yes. There is, however, a 30-day hold down at the new location.

Q. Has this agreement eliminated the "hold down" associated with the exercise of seniority between road and yard service or vice versa?

A. No. However an employee receiving an otherwise proper exercise of seniority from ground-service to engine-service or from engine-service to ground-service will not be subject to the road/yard "hold down."

Q. If a ground-service employee working in yard service is subject to a 30-day "hold down" in the yard, but exercises seniority to road service in engine-service after 20 days, is that employee obligated to return to yard service for 10-days after being reduced from engine-service.

A. With the exception of the seven (7) day "hold-down" addressed by the first question and answer under Section 2 hereof, the answer is "No." An employee properly exercising seniority from ground-service to engine-service or vice versa is not subject to any obligation under the road/yard "hold down" provisions upon reverting to the original craft.