



J.D. MULLEN
Chairman

P.J. WILLIAMS
First Vice-Chairman

Brotherhood of Locomotive Engineers

GENERAL COMMITTEE OF ADJUSTMENT
BNSF Ry. Co.
Santa Fe Committee
611 N. Broadway
Joshua, Texas 76058
(817) 426-9003 • Fax (806) 426-9006

October 5, 1998
220-100-240

All Local Chairmen
BNSF (ATSF)
General Committee

Dear Sirs and Brothers;

Attached for you files you will find a signed copy of the recently ratified System Seniority Agreement along with some questions and answers that we discussed with the Carrier.

Also you will find a transfer application which needs to be completed in its entirety. You will notice that we have agreed to handle the initial transfer request, which I feel should help prevent any problems with the crew office.

If you are your members have any additional questions feel free to give me a call.

Fraternally Yours,

John Mullen

SYSTEM SENIORITY AGREEMENT

Memorandum of Agreement between the Brotherhood of Locomotive Engineers representing the Eastern and Western Lines, the former Northern and Southern Divisions and the Coast lines, all former Santa Fe railroad.

1. Prior to the date of this agreement twenty eight (28) prior right seniority rosters existed on the former Santa Fe system. These prior right seniority rosters are identified as the Eastern and Western Lines, the Northern and Southern Divisions and the Coast Lines schedule agreements as Attachment A.

2. If and when this agreement is ratified, the following additions will be made to each of the prior rights seniority rosters identified in paragraph one of this agreement.
 - a. For Engineers who have established seniority as such on or before September 20, 1995, each of the twenty-eight (28) prior right rosters shall have the other twenty-seven (27) prior right rosters dovetailed and placed on the bottom thereof. Engineers placed on a new prior rights roster under the terms of this agreement shall have a seniority date of September 20, 1995. The seniority date of Engineers shall not be changed on their original prior rights seniority district roster.

 - b. The order of dovetailing Engineers with a seniority date on or before September 20, 1995, on the prior rights seniority district roster, shall be:
 - i. Earliest engine service seniority date.
 - ii. Chronological age.
 - iii. Earliest continuous service date with BNSF
 - iv. A drawing of lots.

 - c. Engineers with a seniority date established as such on or before September 20, 1995, shall retain their original seniority

date on the original prior rights seniority district and establish a new seniority date of September 20, 1995, on the remaining prior rights seniority districts. Engineers establishing seniority after September 20, 1995, shall establish seniority on another prior rights seniority district roster only as provided under paragraph 4 below.

3. The purpose of this agreement is to create expanded seniority opportunities for engineers to voluntarily exercise their engineer's seniority (those Engineers with a seniority date established on or before September 20, 1995) or transfer to other locations beyond their existing prior rights seniority districts.
 - a. Engineers with a seniority date established as such on or before September 20, 1995, may exercise their seniority date of September 20, 1995, to another prior rights seniority district, subject to the restrictions contained in paragraph 8 of this agreement.
 - b. The Brotherhood of Locomotive Engineers general committee shall solicit and maintain a list of all engineers with a seniority established after September 20, 1995 who desire to move from one prior rights seniority district to another. BNSF and the BLE General Committee shall cooperate and, to the extent practical, plan the hiring and promoting of Engineers so as to allow existing Engineers to transfer in favor of hiring or promoting new Engineers at a location.

NOTE: This does not prevent BNSF from hiring engineers at any location in lieu of granting transfers; rather, it is intended to allow as many existing Engineers to transfer across prior rights seniority district boundaries as is consistent with the requirements of BNSF.

4. Engineers who obtain expanded seniority rights under the terms of this agreement, including engineers hired after September 20, 1995, can only be force assigned to those locations where they could be force assigned prior to the effective date of this agreement.

- a. **Engineers establishing seniority after September 20, 1995, who transfer to a new prior rights seniority district, shall establish a new seniority date on the new prior rights seniority district based upon the first date of compensated service under a BLE collective bargaining agreement.**
 - b. **Engineers who elect to transfer to another prior rights seniority district will retain their seniority position on their original prior rights seniority district.**
 - c. **Engineers who exercise seniority off their prior right seniority district may not return to the their previous prior right seniority district before the expiration of six (6) months or if he cannot, by the normal exercise of seniority, hold a position on the new prior rights seniority district.**
5. **An Engineer who voluntarily transfers under the terms of the agreement will be governed by and work under the provisions of the collective bargaining agreement applicable on the prior rights seniority district where the engineer is working.**
 6. **An employee with an engine service date on or before October 31, 1985, who voluntarily transfers to a new prior rights seniority district under the terms of this agreement, will retain eligibility for duplicate time payments when working on another prior rights seniority district.**
 7. **An Engineer will be afforded vacation on the basis of his earliest engine service seniority date on the original prior right seniority district, but vacation scheduling shall be based upon the engine service seniority date at the location where the vacation will be afforded.**
 8. **If allowing Engineers to utilize the provisions of this agreement creates a shortage at the original location, BNSF may exercise one or both of the following options.**
 - a. **Hold the successful applicants for a period not to exceed 1 year.**

- b. Not allow over ten (10) per-cent of any prior rights seniority roster to voluntarily transfer to another prior rights seniority district during any twelve (12) month period.

NOTE: The intent of this section 8 is to prevent the loss of a significant number of experienced Engineers at a single location. This section is also intended to prevent one location on the system from becoming the preponderant hiring location for the seniority districts.


9. Engineers voluntarily moving to a new prior rights seniority district shall be responsible for becoming familiar with and qualifying on the new territory and such shall be accomplished without expense to BNSF. This paragraph recognizes that the Local Carrier Officer(s) and the Brotherhood of Locomotive Engineers representative(s) will communicate regarding the standards and requirements attendant to qualification and familiarization.


Signed at Fort Worth, Texas, on Sept 25, 1998 and effective Oct 16, 1998.

For the Brotherhood of
Locomotive Engineers

For the Burlington Northern
Santa Fe Railway Company


General Chairman


Assistant Vice President
Labor Relations


Vice General Chairman

General Director Labor
Relations

ATTACHMENT "A"

Prior Right Seniority Districts

1. Illinois 1 and 2
2. Chicago Terminal
3. Illinois 3 and 4
4. Middle Division No. 1 Road
5. Kansas City Terminal
6. Eastern Division Road
7. Middle Division 2
8. Middle Division 3
9. Colorado 1st, 2nd and 3rd
10. Colorado 4th
11. Colorado (Denver)
12. New Mexico/El Paso
13. New Mexico/Carlsbad
14. Plains Zone 1
15. Plains Zone 2
16. Plains Zone 3
17. Gainesville
18. Cleburne
19. Temple
20. Sweetwater
21. Galveston
22. Silsbee
23. Albuquerque 1st
24. Albuquerque 2nd and 3rd
25. Albuquerque 4th
26. Old Arizona
27. Los Angeles
28. Valley

AGREED TO QUESTIONS AND ANSWERS

Q. Does Section 3(a) allow Engineers with a seniority date established on or before September 20, 1995, to simply bump to another prior right seniority district?

A. No. Any Engineer desiring to make a move from one prior right district to another must make application with the BLE General Committee and be placed on the list contemplated under Section 3(b).

Q. Why does Section 3(b) identify that only Engineers with a seniority date established after September 20, 1995, need to be placed on the list of those Engineers desiring to move to another prior right district?

A. The earliest date that any Engineer may use in order to go to a new prior right district is September 20, 1995. Engineers with seniority dates established before September 20, 1995, may only use that date on their home prior right district.

Q. Once an Engineer makes written application to transfer to another prior right district, and that application is accepted and approved, may that Engineer then withdraw the application?

A. No. Once the Engineer's application is approved, the Engineer must go to the new prior right district.

Q. What is meant by the restrictions in Section 8?

A. This Section means that this agreement does not intend, nor does it contemplate, that BNSF should ever suffer a shortage of Engineers at any location, at any time, in order to comply with the spirit and intent of the Agreement. BNSF has committed to allow Engineers, to the extent practical and feasible, to work at locations of their choosing, consistent with the application of seniority principles.

Q. Provided that there are sufficient Engineers available, may an Engineer exercise a 30-day bump to another prior right district?

A. No. In order to move from one prior right district to another, written application must be submitted to the General Chairman's Office and the move must be approved.

Q. An Engineer properly makes application to move from one prior right district to another. BNSF invokes the provision under Section 8(a) (the one-year hold). Upon the expiration of the one-year hold, is BNSF obligated to allow the Engineer to go to the new prior right district?

A. Once the application for transfer is approved, the Engineer may not be held at the old prior right district for more than one year, as contemplated by Section 8(a).

Q. There were Engineers actively participating in training for promotion on September 20, 1995, yet they did not establish seniority as an Engineer until after that date. For purposes of this Agreement, are these Engineers protected under the same conditions as those who actually established engine service seniority on or before September 20, 1995?

A. Yes.

Q. Section 8(b) talks about 10% of a prior right seniority roster. How is the 10% to be calculated?

A. This Section contemplates 10% of the number of Engineers actually working on the prior right district, not 10% of the number of names that may be carried on the roster.

Q. How does this Agreement affect the prior right status of Engineers that are working at trackage rights locations on a new seniority district?

A. Nothing in this Agreement supersedes or affects conditions previously accepted concerning the handling of Engineers working at trackage rights locations/seniority districts.

INSTRUCTIONS: All applications for transfer must be mailed to the General Chairman's office. Failure to complete the transfer request in its entirety will result in the application being unacceptable.

Mail to: Mr. J. D. Mullen
General Chairman,
Brotherhood of Locomotive Engineers
Santa Fe Committee of Adjustment
611 N. Broadway
Joshua, Texas 76058

Please accept this, as my request to transfer from my present seniority district to another seniority district following the provisions of the System Seniority Agreement that became effective on the former Santa Property on October 16, 1998.

Name: _____

Address: _____

State, Zip Code: _____

Phone Number: _____

Present Seniority District: _____

Working between where and where: _____

Engineers Seniority Date: _____

Seniority District I wish to Transfer to: _____

By placing my signature below I understand and agree that when my application for transfer is approved by the Carrier that I must live up to the provisions and restrictions of the Agreement, per the Questions and Answers agreed to by the Brotherhood of Locomotive Engineers and the Burlington Northern and Santa Fe Railway Company.

Signature: _____

Print Name: _____

Signature of your Local Chairman or Witness: _____