

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.

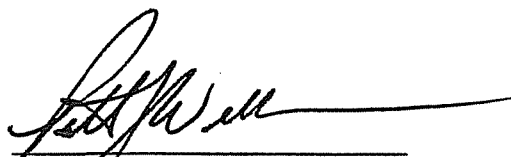
NOTE: The intent of this section 8 is to prevent the loss of a significant number of experienced Engineers at a single location. This section is also intended to prevent one location on the system from becoming the preponderant hiring location for the seniority districts.

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.

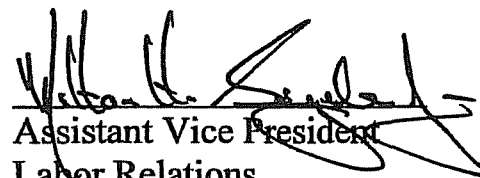
Signed at Fort Worth, Texas, on Sept 25, 1998 and effective Oct 16, 1998.

For the Brotherhood of
Locomotive Engineers


General Chairman


Vice General Chairman

For the Burlington Northern
Santa Fe Railway Company


Assistant Vice President
Labor Relations

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.

BNSF



Gene L. Shire
General Director - Labor Relations

Burlington Northern Santa Fe

P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Garden Level
Fort Worth, TX 76131
Phone: 817-352-1076
Fax: 817-352-7482

Mr. J.D. Mullen
General Chairman BLE
611 North Broadway
Joshua, TX. 76058

November 10, 2000

Dear John,

This letter shall serve to confirm our understanding that in application of the BLE System Seniority Agreement, the one-year period contemplated by Paragraph 8(a) is to commence at the time the Carrier approves the applicant's transfer.

If the foregoing accurately reflects our understanding, please indicate in the space provided below.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene L. Shire".

I AGREE

A handwritten signature in black ink, appearing to read "John D. Mullen".

General Chairman

BNSF



Gene L. Shire
General Director - Labor Relations

Burlington Northern Santa Fe

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Mr. J.D. Mullen
General Chairman BLE
509 SW Wilshire
Suite D
Burleson, TX. 76028

May 3, 2001

Dear Mr. Mullen,

This is in response to your letter of April 23, 2001 concerning the issue of trainmen applying for promotion to locomotive engineer at locations other than their home seniority district. Stated another way, there are cases where trainmen will leave their home terminal in order to promote to locomotive engineer and then apply to transfer their engine-service seniority back to their home location. As a result they "run-around" senior trainmen who do not leave home to accept promotion and, from Carrier's perspective, our engine-service needs at the location where promotion is offered are not met. Since BLE maintains the transfer requests under the so-called "System Seniority" Agreement, I would suggest the following.

Engineers promoted after the date of this letter shall not be eligible to transfer their engine-service seniority pursuant to the terms of the "System Seniority" Agreement for a period of three (3) years from their date of promotion.

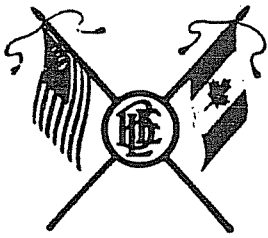
If the foregoing is acceptable, please sign in the space provided below on copy of this letter and return a fully executed copy to the undersigned.

Sincerely,

Handwritten signature of Gene L. Shire in black ink.

ACCEPTED:

Handwritten signature of John D. Mullen in black ink.
General Chairman



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

March 8, 2002
1200-110

P.J. WILLIAMS
First Vice-Chairman

Mr. Gene L. Shire
General Director Labor Relations
The BNSF Railway Company
Post Office Box 961030
Fort Worth, Texas 76161-0030

Dear Mr. Shire:

This letter concerns the application of our System Seniority Agreement of November 23, 1998.

- 1) Engineers desiring to return to their prior right seniority location after fulfilling the terms of paragraph (4) subparagraph (c), must notify the BLE General Chairman in writing of their desire at least 30 days in advance of their returning to their prior right location. After the BLE General Chairman has received notice that the engineer wishes to return the appropriate Carrier Officer's will be notified accordingly.

I have discussed this with Crew Management and members of your staff and they concur with this understanding.

For the Organization

J. D. Mullen
General Chairman BLE

I agree: Gene L. Shire
Mr. Gene L. Shire
General Director Labor Relations

BNSF



WENDELL BELL
General Director
Labor Relations

**The Burlington Northern
and Santa Fe Railway Company**

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November 14, 2002

Mr. Pat Williams, GC
Bhd. of Locomotive Engineers

Dear Mr. Williams:

This letter concerns locomotive engineers' seniority dates and standing on former Santa Fe engineers' rosters under the language of the BLE-BNSF Merger Implementing Agreements that require that "the methods of establishing seniority as Engineers be comported" and under the attached Memorandum of Agreement, effective October 14, 2002.

You have indicated that you will accept the seniority dates and roster standing on all Santa Fe Engineers' Seniority Rosters that will result from application of that agreement.

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

Accepted:

General Chairman - BLE

BNSF



WENDELL BELL
General Director
Labor Relations

**The Burlington Northern
and Santa Fe Railway Company**

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November 18, 2002

Mr. Pat Williams, GC
Bhd. of Locomotive Engineers

Dear Mr. Williams:

This letter concerns locomotive engineers' seniority dates and confirms our discussions in Topeka on November 11 and 12.

The parties mutually recognize a need to comport methods of establishing seniority when an engineer transfers, under existing seniority transfer agreements, to a seniority district that has been consolidated with a district of the other predecessor road.

Therefore, paragraph 4a of the November 15, 1998 System Seniority Agreement is changed to read:

Engineers establishing seniority after October 14, 2002, who transfer to a new prior rights seniority district, shall establish a new seniority date on the new prior rights seniority district based on the date of the first service (including qualifying trips with or without compensation) performed on the new district.

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

A handwritten signature in black ink that reads "Wendell Bell".

Accepted:

A handwritten signature in black ink, appearing to be "A. A. A.", written over a horizontal line.

General Chairman - BLE



Matt Wilson
General Chairman
BNSF (CB&Q/GN/NP/SP&S)

Alan Holdcraft
General Chairman
BNSF (ATSF)

Brotherhood of Locomotive Engineers and Trainmen

Bobby Brown
General Chairman
BNSF (C&S/CRI&P/FWD)

Rick Gibbons
General Chairman
BNSF (SLSF)

Member AFL-CIO
IBT Rail Conference

February 18, 2013

Mr. Milton H. Siegele, Jr.
Asst. Vice-President Labor Relations
The BNSF Railway Company
Post Office Box 961030
Fort Worth, Texas 76161-0030

Re: Establishing seniority - Transfers

Dear Mr. Siegele:

This letter addresses the establishment of seniority when more than one engineer is approved for transfer to the same location. While we comported our method for establishment of seniority in 2002, recent events have given rise to circumstances that, unless addressed, could cause the application of the agreement to have unintended consequences.

On several recent occasions, Division Management has approved multiple transfers to the same location at the same time. Our letter of November 18, 2002, amended our transfer agreements and reads:

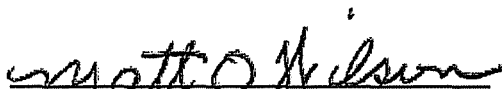
Engineers establishing seniority after October 14, 2002, who transfer to a new prior rights seniority district, shall establish a new seniority date on the new prior rights seniority district based on the date of the first service (including qualifying trips with or without compensation) performed on the new district.

When several engineers are approved on the same day, the method of establishing seniority can be interpreted to be a "race" to the location. In fact, as often is the case, one or more of the engineers may be working in demoted status at the location to which transferred. This would present a scenario whereby an engineer with three years of seniority could establish seniority ahead of an engineer with ten or twenty years of seniority. This is surely not what was intended.


Therefore, we propose the following as a method of handling transferred engineers under this scenario:

When the Carrier approves the transfer of more than one engineer to the same prior rights seniority district at the same time, the engineers will establish a new seniority date based on the date of first service (including qualifying trips with or without compensation) performed on the new district by any one of the approved engineers. Those engineers will then be ranked in relative order based on their earliest engineer seniority date.

Please indicate your acceptance of this understanding by signing this letter.


BLET General Chairman


BLET General Chairman


BLET General Chairman


BLET General Chairman

Accepted:

Asst. Vice-President Labor Relations