

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 seniority rosters as provided for by schedule rules as shown on 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 number one of this agreement.
 - a. Engineers, who have established seniority prior to or on September 20, 1995, shall have a seniority date of September 20, 1995, at the new location. Other Engineers shall carry their engine service date to the new location. Engineers on all the remaining rosters will be dovetailed together by using their earliest engine service seniority date on the existing prior right roster. If two engineers happen to have the same engineer seniority date then they will be ranked in chronological age, if they happen to have the same birth date they will be ranked by their earliest A.T. & S.F. employment date, if tie not broken then by drawing lots.
 - b. Once this dovetailing of the remaining rosters has been accomplished; this roster will be placed on the bottom of the original prior right engineers seniority roster.
3. The purpose of this agreement is to create expanded seniority opportunities for engineers to voluntarily exercise their engineer's seniority at other locations beyond their existing prior rights seniority districts.
4. Engineers who obtain expanded seniority rights under the terms of this agreement, including engineers hired after September 20, 1995, can only be forced assigned to those locations where they could be forced assigned prior to the date of this agreement.

- a. Engineers who exercise seniority and elect to transfer to another seniority district will retain their seniority position on their original prior rights seniority district.
 - b. Engineers who exercise seniority off their prior right seniority district may not return to their prior right seniority district before the expiration of six (6) months or if he cannot, by the normal exercise of seniority hold a position at the new location.
5. An Engineer who voluntarily exercised his expanded seniority under the terms of the agreement will be governed by and work under the provisions of the collective bargaining agreement applicable on the seniority district where the engineer is working.
 6. An employee with a engine service date on or before October 31, 1985, who voluntarily exercises seniority on another seniority district, under the terms of this agreement will retain eligibility for duplicate time payments when working on another seniority district.
 7. An Engineer will be afforded vacation on the basis of his earliest seniority date on the original prior right seniority district, but vacation scheduling shall be based upon his 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 applicant(s) for a period not to exceed 1 year.
 - b. Not allow over ten (10) per-cent of any seniority roster at any specific location to voluntarily transfer out of a single location within a 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 exercising their expanded seniority established by this agreement shall be responsible for becoming familiar with and qualifying on the new territory and such shall be accomplished without expense to the BNSF.

Signed at Fort Worth, Texas, on _____, 1998, and effective _____, 1998

For the Brotherhood of
Locomotive Engineers

For the Burlington Northern
Santa Fe Railway Co.

General Chairman

Asst. Vice President
Labor Relations

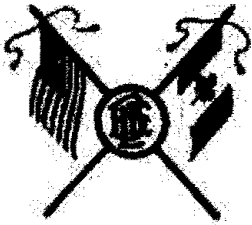
Vice General Chairman

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



Brotherhood of Locomotive Engineers

GENERAL COMMITTEE OF ADJUSTMENT
BNSF Railway Company
Santa Fe Committee
509 SW Wilshire, Suite D
Burlison, 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



Serving Since 1863

BNSF



Gene L. Shire
General Director - Labor Relations

Burlington Northern Santa Fe

P.O. Box 961010
Fort Worth, TX 76161-0010
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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', written over a horizontal line.

I AGREE

A handwritten signature in black ink, appearing to read 'J.D. Mullen', written over a horizontal line.
General Chairman

BNSF



Gene L. Shize
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,

ACCEPTED:

General Chairman