

OPS 172-04

MEMORANDUM OF AGREEMENT

Between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

And

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

This Agreement will govern engineer transfers from former Santa Fe seniority districts to former Burlington Northern seniority districts, and from former Burlington Northern seniority districts to former Santa Fe seniority districts. The Agreement will not affect or apply to transfers between former Santa Fe seniority districts under their November 23, 1998 Agreement, nor will it affect or apply to transfers between former BN seniority districts under their November 1, 1990 Agreement.

Article 1.

Engineers wishing to transfer from former Santa Fe seniority districts to former Burlington Northern seniority districts or from former Burlington Northern seniority districts to former Santa Fe seniority districts may, at the Carrier's sole discretion, be allowed to transfer seniority districts. Those engineers wishing to transfer under this agreement will make application to the BLET General Committee of Adjustment under whose agreement they are working. The BLET General Committee of Adjustment will forward this request to Carrier Officer designated to receive said transfer request.

Before employees may transfer under this agreement, the transfers must be authorized by the Carrier, in writing, specifying the effective date of the transfers and the seniority districts involved in the transfer. Once approved, engineers transferring under this agreement shall establish a seniority date on the new district upon the date of first service (including qualifying trips with or without compensation) performed on the new district. If two or more engineers establish the same date on a single district under this agreement, they will be ranked by the earliest date of hire (continuous employment). If that date of hire is the same, they will be ranked by date of birth, oldest prevailing. These transferring engineers will be treated as "hired engineers" for purposes of establishing seniority dates for all firemen/student engineers in LETP. All firemen/students in LETP classes on any of these same properties, at that time, will immediately establish engineer seniority dates by LETP class, ahead of said "transferred/hired" engineers, subject to their successful completion of LETP.

Article 2.

Engineers approved to transfer under this agreement will retain their seniority position on their original seniority district. However, they will not be subject to recall as an engineer, or be required to protect any engineer's promotional responsibility on their original district unless they successfully transfer back to their original seniority district as stipulated above. Seniority on the original district will be "inactivated" upon transfer and activation of engineer seniority on a new district and will remain inactivated until such time that a transfer back to the original district is accomplished under the terms of this agreement. This method of inactivating seniority will only apply to seniority on the original seniority district on which an engineer first established seniority. Engineers transferring a second time to a third and separate district will relinquish all rights to engineer seniority on any district other than the original district on which engineer seniority was first established.

Transfers under this agreement will not require that the transferring engineers be able to hold service as an engineer on the district transferring to in order to be approved. Transfers under this Section are allowed at the sole discretion of the Carrier and engineers so allowed to transfer will be added to the new engineer seniority district pursuant to Article 1 of this Agreement. Engineer seniority on the original district on which the employee established engineer seniority will be inactivated on this same date, as described above, while engineer seniority on any other districts will be relinquished.

Article 3.

An engineer who possesses operating craft seniority prior to October 31, 1985, who voluntarily transfers under this agreement, will retain eligibility for all Pre-1985 pay elements.

Article 4.

An engineer transferring under this agreement will utilize his date of hire applicable on the original seniority district for eligibility to vacation weeks and personal leave days, but vacation scheduling will be based upon the seniority applicable at the location where the vacation will be afforded.

Article 5.

Engineers transferring under this agreement will be compensated for time spent qualifying as stipulated under the collective bargaining agreement in effect on the district transferred to.

Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provision of agreements or schedule rules, or the Merger Protective Agreements as implemented between the Carrier and the Brotherhood of Locomotive Engineers and Trainmen. This agreement shall be effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas this 16th day of August, 2004.

For:

Burlington Northern and Santa Fe
Railway Company

KS McGinn
Assistant Vice President of Labor Relations

For:

Brotherhood of Locomotive Engineers
and Trainmen

[Signature]
General Chairman BLET (Former ATSF)

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General Chairman BLET (Former BN)

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General Chairman BLET (Former BN)

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General Chairman BLET (Former BN)