

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.

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 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.

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