

## MEMORANDUM OF AGREEMENT

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The purpose of this agreement is to provide a single, uniform method of establishing engineers' seniority dates on the entire system of The Burlington Northern and Santa Fe Railway Company. This single, uniform method will, from the effective date of this agreement forward, replace the distinctive methods on the various predecessor lines, which produce inconsistent and inequitable results.

## IT IS AGREED:

1. All LETP (Locomotive Engineer Training Program) classes on any of the BNSF properties, regardless of location or Seniority District, will establish a common engineer seniority date to be determined by the earliest successful completion of LETP within the involved class.

2. A. In the event that a junior LETP class of firemen/students successfully establish their engineer's seniority date ahead of a senior LETP class of firemen/students (ranking of classes to be determined by LETP start date) on any of the BNSF properties, all firemen/students in those senior LETP classes on any of these same properties, at that time, will immediately establish engineer seniority dates by LETP class, ahead of said junior promoted class, subject to their successful completion of LETP. In addition, the respective interclass ranking of all firemen/students in an LETP class, on each seniority district, will determine the respective engineers ranking on each seniority district of said firemen/students, subject to their successful completion of LETP.

2. B. If firemen/students fail the first examination, they must successfully pass the final examinations within 100 days in order to retain their seniority ranking as an engineer. If promotion examinations are passed successfully, after 100 days, they will establish an engineer seniority date on the date they successfully pass the final promotion examinations.

Note: Engineer trainees (firemen) who, after starting the training program, are unable to continue in the program due to illness, proper leave of absence, or who were dismissed for cause and reinstated with seniority unimpaired will not be regarded as having failed.

The terms set forth here shall apply to all engineers who establish engineers' seniority dates on or subsequent to the date of this agreement.

3. In the event hired engineers establish seniority on any of the BNSF properties, 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 hired engineers, subject to their successful completion of LETP.

4. On the seniority districts where BN and Santa Fe engineers' seniority has been merged prior to the date of this agreement, non-prior righted engineers who entered LETP subsequent to September 22, 1995 and who were promoted prior to the effective date of this agreement will be placed on each of the involved engineers' seniority rosters with the date and under the method that was effective on that predecessor, regardless of where trained.

5. The parties have negotiated this Agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement.

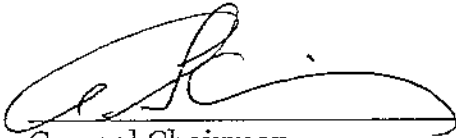
6. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All preexisting agreements that do not conflict with the terms of this agreement remain in full force and effect.

7. This agreement will become effective on October 14, 2002. It may later be changed by mutual agreement or in accord with applicable law.

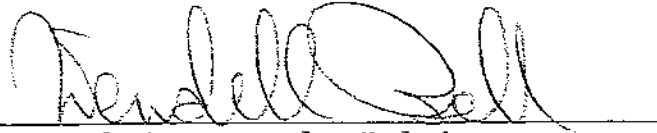
Signed and accepted at Ft. Worth, Texas this 24<sup>th</sup> day of  
October, 2002

For BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

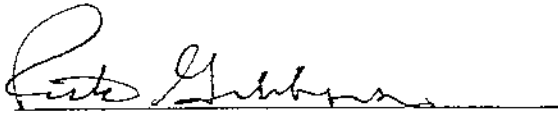
For THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.



General Chairman



General Director - Labor Relations



General Chairman



General Chairman

Approved:

\_\_\_\_\_  
Vice President

Nov-14-02 01:58pm From-

T-753 P.003/003 F-374

**BNSF**



**WENDELL BELL**  
General Director  
Labor Relations

The Burlington Northern  
and Santa Fe Railway Company

P.O. Box 961030  
Ft. Worth, TX 76161-0030  
2600 Lou Mack Dr., COB-GL  
Ft. Worth, TX 76131-2830  
Phone 817.352.1028  
Mobile 817.939.3429  
Fax 817.352.7482  
E-mail [wendell.bell@bnsf.com](mailto:wendell.bell@bnsf.com)

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

OPS 124-02

MEMORANDUM OF AGREEMENT

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

and

UNITED TRANSPORTATION UNION

The purpose of this agreement is to provide a single, uniform method of establishing engineers' seniority dates on the entire system of The Burlington Northern and Santa Fe Railway Company. This single, uniform method will, from the effective date of this agreement forward, replace the distinctive methods on the various predecessor lines, which produce inconsistent and inequitable results.

IT IS AGREED:

1. All LETP (Locomotive Engineer Training Program) classes on any of the BNSF properties, regardless of location or Seniority District, will establish a common engineer seniority date to be determined by the earliest successful completion of LETP within the involved class.

2. A. In the event that a junior LETP class of firemen/students successfully establish their engineer's seniority date ahead of a senior LETP class of firemen/students (ranking of classes to be determined by LETP start date) on any of the BNSF properties, all firemen/students in those senior LETP classes on any of these same properties, at that time, will immediately establish engineer seniority dates by LETP class, ahead of said junior promoted class, subject to their successful completion of LETP. In addition, the respective interclass ranking of all firemen/students in an LETP class, on each seniority district, will determine the respective engineers ranking on each seniority district of said firemen/students, subject to their successful completion of LETP.

2. B. If firemen/students fail the first examination, they must successfully pass the final examinations within 100 days in order to retain their seniority ranking as an engineer. If promotion examinations are passed successfully, after 100 days, they will establish an engineer seniority date on the date they successfully pass the final promotion examinations.

Note: Engineer trainees (firemen) who, after starting the training program, are unable to continue in the program due to illness, proper leave of absence, or who were dismissed for cause and reinstated with seniority unimpaired will not be regarded as having failed.

The terms set forth here shall apply to all engineers who establish engineers' seniority dates on or subsequent to the date of this agreement.

3. In the event hired engineers establish seniority on any of the BNSF properties, 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 hired engineers, subject to their successful completion of LETP.

4. On the seniority districts where BN and Santa Fe engineers' seniority has been merged prior to the date of this agreement, non-prior righted engineers who entered LETP subsequent to September 22, 1995 and who were promoted prior to the effective date of this agreement will be placed on each of the involved engineers' seniority rosters with the date and under the method that was effective on that predecessor, regardless of where trained.

5. The parties have negotiated this Agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement.

6. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All preexisting agreements that do not conflict with the terms of this agreement remain in full force and effect.

7. This agreement will become effective on October 14, 2002. It may later be changed by mutual agreement or in accord with applicable law.

**BNSF**



WENDELL BELL  
General Director  
Labor Relations

The Burlington Northern  
and Santa Fe Railway Company

P.O. Box 961030  
Ft. Worth, TX 76161-0030  
2600 Lou Menk Dr., OOB-GL  
Ft. Worth, TX 76131-2830  
Phone 817.352.1028  
Mobile 817.939.3429  
Fax 817.352.7492  
E-mail [wendellbell@bnsf.com](mailto:wendellbell@bnsf.com)

November 18, 2002

Mr. Pat Williams, GC  
Bhd. of Locomotive Engineers

Mr. Dennis Pierce, GC  
Bhd. of Locomotive Engineers

Mr. Austin Morrison, GC  
Bhd. of Locomotive Engineers

Mr. Rick Gibbons, GC  
Bhd. of Locomotive Engineers

Gentlemen:

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.

For transfers that have occurred after September 21, 1995, the date of the first service performed, including qualification trips with or without compensation, on the district that the engineer is transferring to will establish his or her seniority date on the roster of the other predecessor road.

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

Sincerely,

Accepted:

General Chairman - BLE

General Chairman - BLE



---

General Chairman - BLE



---

General Chairman - BLE



WENDELL BELL  
General Director  
Labor Relations

The Burlington Northern  
and Santa Fe Railway Company

P.O. Box 961030  
Ft. Worth, TX 76161-0030  
2600 Lou Menk Dr., OOB-GL  
Ft. Worth, TX 76131-2830  
Phone 817.352.1028  
Mobile 817.939.8429  
Fax 817.352.7482  
E-mail [wendell.bell@bnsf.com](mailto:wendell.bell@bnsf.com)

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 cursive script that reads "Wendell Bell".

Accepted:

A handwritten signature in cursive script, appearing to be "R. R. R.", written over a horizontal line.

General Chairman - BLE

---

MEMORANDUM OF AGREEMENT  
between  
BURLINGTON NORTHERN RAILROAD COMPANY  
and the  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS  
to provide for:  
ESTABLISHMENT OF ENGINEER SENIORITY  
on the former  
C. & S, FW. & D, and JTD

Section 1.

The seniority date of a promoted engineer shall be the date the employee passes the required engineers promotion examinations, subject to provisions of Section 2. A certificate will be issued with this date of promotion.

Section 2.

When an employee with seniority as a fireman obtains seniority as engineer ahead of a senior fireman, the engineer date established by the junior fireman will also be assigned to all senior firemen on the same seniority district, provided they successfully pass the required examinations for promotion. If they fail the first examination, they must successfully pass the final examinations within 100 days in order to retain their seniority ranking as an engineer. If promotion examinations are passed successfully, after 100 days, they will establish an engineer seniority date on the date they successfully pass the final promotion examinations.

Note: Engineer trainees (firemen) who, after starting the training program, are unable to continue in the program due to illness, proper leave of absence, or who were dismissed for cause and reinstated with seniority unimpaired will not be regarded as having failed.

Section 3.

(a) The seniority date of a hired engineer shall be the date first compensated for service as an engineer. A certificate will be issued with this seniority date.

Note: The first compensated service under BLE collective bargaining agreement, may include any preliminary work, i.e., Book of Rules classes, orientation, classroom training, or other service for which compensation is paid.

(b) In the event two or more hired engineers establish identical seniority dates, they will be ranked among themselves according to the following formula, to be applied in successive order until the tied seniority is resolved:

1st: By their seniority as an engineer on a Class I Railroad.

2nd: In order of date of birth, oldest ranked first.

3rd: By drawing lots.

(c) When the Carrier hires an engineer at a time when there are fireman with existing seniority, the date assigned to the hired engineer, will also be assigned to all senior fireman on the same seniority district, provided they successfully pass the required examinations for promotion. If they fail the first examination, they must successfully pass the final examinations within 100 days in order to retain their seniority ranking as engineer. If passed successfully after 100 days, they will establish engineer seniority, junior to the hired engineer, as of the date they successfully passed the final promotion examination.

(d) This section will also govern the seniority of a qualified engineer who resigns from BN employment and is re-employed as a hired engineer.

#### Section 4.

Seniority rosters of engineers on each seniority district will be reissued and posted at the usual points on the respective seniority districts twice each year, on May 1, and on November 1. Two copies of each roster will be furnished the BLE Local Chairman on the respective seniority districts, and a copy of each roster will be furnished to the BLE General Chairman.

#### Section 5.

(a) After the rosters are posted, seniority dates of engineers promoted or hired since the previous roster was posted shall be subject to written protest to the appropriate Carrier Officer and the Local Chairman for a period of sixty days from date of posting. If not challenged in writing within sixty days no protest thereafter shall be valid. Clerical or typographical errors, that do not change the position of any employees, may be corrected by the BLE General Chairman and the Carrier at any time.

(b) Engineers on a leave of absence or who have been absent thirty days or more due to discipline, will have sixty days after return to service to protest the current seniority roster. Once

an engineer has appeared on a certified seniority roster, the standings will not be changed due to error or other reason.

Section 6.

In the event that the Carrier cancels its Locomotive Engineer Training Program, the provisions which presently appear in component line agreements will again become effective.

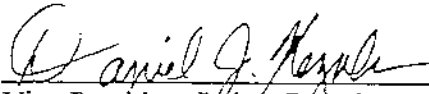
Section 7.


This agreement supersedes all existing agreements, understandings and practices in regard to establishing seniority of engineers.

This agreement signed in Fort Worth, Texas, January 22, 1995 and will become effective on the on the former Colorado and Southern, Fort Worth and Denver, and Joint Texas Division on January 1, 1995.

FOR: BURLINGTON NORTHERN  
RAILROAD COMPANY

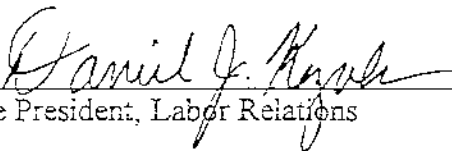
FOR: BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS


  
\_\_\_\_\_  
A 5 57. Vice President Labor Relations

  
\_\_\_\_\_  
General Chairman

SIDE LETTER ONE

This has reference to agreement signed January 22 1996, which provides for the establishment of engineer seniority on the former Colorado and Southern, Fort Worth and Denver, and Joint Texas Division. The Carrier and the General Chairman will meet, prior to the posting of the May 1, 1996 seniority roster, to compile a roster to be posted at all locations for 60 days. During this 60 day period protests will be considered, and the new roster will be considered certified. Thereafter, any additions to the roster will be certified as correct not less than every three and no more than five years. Once certified the roster will no longer be subject to protest or correction.

  
A 957. Vice President, Labor Relations

  
General Chairman, BLE

Note: The first compensated service under BLE collective bargaining agreement, may include any preliminary work, i.e., Book of Rules classes, orientation, classroom training, or other service for which compensation is paid.

(b) In the event two or more hired engineers establish identical seniority dates, they will be ranked among themselves according to the following formula, to be applied in successive order until the tied seniority is resolved:

1st: By their seniority as an engineer on a Class 1 Railroad.

2nd: In order of date of birth, oldest ranked first.

3rd: By drawing lots.

(c) When the Carrier hires an engineer at a time when there are fireman with existing seniority, the date assigned to the hired engineer, will also be assigned to all senior fireman on the same seniority district, provided they successfully pass the required examinations for promotion. If they fail the first examination, they must successfully pass the final examinations within 100 days in order to retain their seniority ranking as engineer. If passed successfully after 100 days, they will establish engineer seniority, junior to the hired engineer, as of the date they successfully passed the final promotion examination.

(d) This section will also govern the seniority of a qualified engineer who resigns from BN employment and is re-employed as a hired engineer.

#### Section 4.

Seniority rosters of engineers on each seniority district will be reissued and posted at the usual points on the respective seniority districts twice each year, on May 1, and on November 1. Two copies of each roster will be furnished the BLE Local Chairman on the respective seniority districts, and a copy of each roster will be furnished to the BLE General Chairman.

#### Section 5.

(a) After the rosters are posted, seniority dates of engineers promoted or hired since the previous roster was posted shall be subject to written protest to the appropriate Carrier Officer and the Local Chairman for a period of sixty days from date of posting. If not challenged in writing within sixty days no protest thereafter shall be valid. Clerical or typographical errors, that do not change the position of any employee may be corrected by the BLE General Chairman and the Carrier at any time.

(b) Engineers on a leave of absence or who have been absent thirty days or more due to discipline, will have sixty days after return to service to protest the current seniority roster. Once

EXHIBIT D

Page 2 of 3 Pages

BN 8/21/84 44-84

MEMORANDUM OF AGREEMENT  
Between  
BURLINGTON NORTHERN RAILROAD COMPANY  
And The  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ESTABLISHMENT OF ENGINEERS SENIORITY:

Section 1. The seniority date of a promoted engineer shall be the date that he has passed the required engineers promotion examinations subject to Section 2. An engineer's certificate will be issued with this date of promotion.

Section 2. When an employee with seniority as fireman obtains seniority as engineer ahead of senior firemen, the date he establishes as an engineer will also be assigned to all senior firemen on the same seniority district and they will be ranked ahead of him, provided they successfully pass required examinations. If they fail the first examination, they must successfully pass the final examination within one-hundred days in order to retain their seniority ranking as engineer. If passed successfully, after one hundred days, they will establish engineers seniority as of the date they successfully passed the final promotion examination.

(a) Engineer Trainees (Firemen) who, after starting the engineer training process, are unable to continue the engineer training due to sickness, proper leave of absence, or who were dismissed for cause and reinstated with seniority unimpaired will not be regarded as having failed.

Section 3. The seniority date of a hired engineer shall be the date of his first compensated service as an engineer and he will be issued an engineers certificate with the seniority date.

(a) It is agreed that the engineers seniority date established by such employees will be the first day of compensation under a BLE collective bargaining agreement. This will include any preliminary work, such as Book of Rules classes, orientation, classroom or other service for which compensation is paid.

(b) In the event two or more hired engineers establish identical seniority dates, they will rank among themselves according to the following formula, to be applied in successive order until the tied seniority is resolved:

1st: By their seniority as an engineer on a Class I Railroad.

EXHIBIT C

(b) Once an engineer has appeared on a certified seniority roster his standing will not be changed due to error or other reason.

Section 7. In the event the Carrier cancels its Training Program for Promotion to Engineer, the following provisions which presently appear in all of the affected component line agreements will again become effective:

"On a seniority district where firemen are required to fire less than three years, all engineers will be hired; if required to fire 3 and less than 4 years, 1 promoted and 1 hired; if required to fire 4 and less than 5 years, 2 promoted to 1 hired; if required to fire 5 and less than 6 years, 3 promoted to 1 hired; if required to fire 6 and less than 7 years, 4 promoted to 1 hired; if required to fire 7 and less than 8 years, 5 promoted to 1 hired."

"On seniority districts where firemen are required to fire eight years or more, all engineers will be promoted."

Section 8. This agreement is not intended, and will not be construed, to supersede or amend the terms of the consent decree in the race discrimination lawsuit identified as Case MDL 374 before the United States District Court, Northern District of Illinois. Should the terms of that consent decree conflict with the provisions of this agreement, the parties here agree that the terms of the consent decree will take precedence.

This agreement signed at St. Paul, Minnesota, August  
21, 1984 and effective subject to the conditions contained in Section 4.

FOR: BRO. OF LOCOMOTIVE  
ENGINEERS

FOR: BURLINGTON NORTHERN  
RAILROAD COMPANY

R. E. Pelava  
General Chairman

J. J. Danney  
Assistant Vice President  
Labor Relations