

Brotherhood of Locomotive Engineers

GENERAL COMMITTEE OF ADJUSTMENT

BURLINGTON NORTHERN RAILROAD COMPANY

T.R. MURPHY
GENERAL CHAIRMAN

3433 S. CAMPBELL, SUITE O
SPRINGFIELD, MISSOURI
65807

January 26, 1999

Mr. P. W. Giberson
BLE Local Chairman, Div. 721
414 West Park
Enid, OK 73701

Mr. T. L. Schulenberg
BLE Local Chairman, Div. 721
Rt. 4, Box 259
Tuttle, OK 73089

Dear Sirs & Brothers:

Enclosed please find a fully executed copy of the Memorandum of Agreement concerning the consolidation of the Western and Oklahoma City Seniority Districts.

The agreement is self-explanatory, however, if you have any questions please do not hesitate to contact me at your convenience.

Fraternally yours,



T. R. Murphy
General Chairman

TRM/jv

enc.

MEMORANDUM OF AGREEMENT
between
THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY
and the
INTERNATIONAL BROTHERHOOD OF LOCOMOTIVE ENGINEERS


IT IS AGREED:

1. Effective September 21, 1995, the Western Engineer Seniority Roster and the Oklahoma City Engineer Seniority Roster will be dovetailed into the same seniority roster known as the Western District Seniority Roster. Engineers hired or promoted after September 21, 1995, will be placed on the bottom of the new Western District Seniority Roster.
2. Western and Oklahoma City District Engineers with seniority on or before September 21, 1995, will retain prior rights to the assignments within their district. Prior rights Western and Oklahoma City District Engineers working on their prior rights district will not be force assigned to an assignment on their non-prior rights territory, e.g., new territory acquired by paragraph 1. Prior rights Western and Oklahoma City Engineers working on their non-prior rights territory (using seniority provided by paragraph 1) can only be force assigned to an assignment on their non-prior rights territory and only then in accordance with System Agreement rules.
3. On the effective date of this Agreement, two separate zones will be established on the new Western District. Zone 1 will encompass the territory presently identified as the Western District and Zone 2 will encompass the territory presently identified as the Oklahoma City District. For the purpose of this Agreement and continued exercise of seniority in the new Western District, Western District engineers, in line with the established principle of "Home Zone Rule," will be governed by the conditions prevailing within the Zone which seniority or conditions of the service place them.
4. Force assignment provisions contained in Article 20, Section C(3) of the Engineers' Schedule Agreement is hereby modified to the extent outlined in Attachment A for force assignments on the new Western District.
5. The Engineers' Extra Boards at Enid (Zone 1) and Oklahoma City (Zone 2) will continue to protect vacancies on their respective districts (zones).

Signed at Fort Worth, Texas, this 21st day of January 1999.

For: Burlington Northern Santa Fe Railway
Company


For: Brotherhood of Locomotive Engineers



General Director - Labor Relations



General Chairman - B.L.E.



Assistant Vice President - Labor Relations

Side Letter No. 1

Mr. T. R. Murphy
General Chairman
Brotherhood of Locomotive Engineers
3433 South Campbell, Suite O
Springfield, MO 65807

Dear Mr. Murphy:


This refers to paragraph 2 of the Memorandum of Agreement dated January 21, 1999, concerning the consolidation of the Western and Oklahoma City Seniority Districts.

If an Engineer from one of these prior rights districts, Western or Oklahoma City, requests to transfer his prior rights to the other prior rights district; or, if any Engineer from any other seniority district requests to transfer to the new Western Seniority District, it was understood that the Carrier and the BLE would meet to discuss the proper placement of said Engineers onto the Western District seniority roster, consistent with the principles of the November 1, 1990 Transfer Agreement. Requests to transfer from one of the prior rights districts, Western or Oklahoma City, will be granted only if the request to transfer is consistent with the principles of the November 1, 1990 Transfer Agreement.

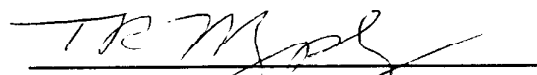
Please indicate your agreement with the above by signing your name in the space below.


Sincerely,

AGREED:


General Director - Labor Relations

AGREED:


General Chairman - BLE


Assistant Vice President - Labor Relations

ATTACHMENT "A"

Zone 1

If the assignment is headquartered on the territory presently identified as the Western District:

(i) Recall the senior demoted or inactive Engineer who is available in Zone 1 to the Engineers' Working List and simultaneously force assign him/her to the assignment, *if none -*

(ii) Recall the junior demoted or inactive Engineer who established seniority on or after September 22, 1995, who is available in Zone 2 to the Engineers' Working list and, simultaneously, force assign him/her to the assignment, *if none -*

(iii) When there are no demoted or inactive Engineers subject to be recalled to the Engineers' Working List, under the conditions described in Paragraphs (i) or (ii) above, the junior Engineer on the Extra Board at Enid (Zone 1) will be removed and allowed to displace (bump) any junior Engineer, and any junior Engineer subsequently displaced will be allowed to displace, under provision of Article 20, Section C(3), (b), (c) and (d) of the Engineers' Schedule Agreement, or place on the assignment which was bulletined. If there are no junior Engineers to which an Engineer who is affected by this Paragraph could displace, then s/he will be forced assigned to the assignment which was bulletined.

Zone 2

If the assignment is headquartered on the territory presently identified as the Oklahoma City District:

(i) Recall the senior demoted or inactive Engineer who is available in Zone 2 to the Engineers' Working List and simultaneously force assign him/her to the assignment, *if none -*

(ii) Recall the junior demoted or inactive Engineer who established seniority on or after September 22, 1995, who is available in Zone 1 to the Engineers' Working list and, simultaneously, force assign him/her to the assignment, *if none -*

(iii) When there are no demoted or inactive Engineers subject to be recalled to the Engineers' Working List, under the conditions described in Paragraphs (i) or (ii) above, the junior Engineer on the Extra Board at Oklahoma City (Zone 2) will be removed and allowed to displace (bump) any junior Engineer, and any junior Engineer subsequently displaced will be allowed to displace, under provision of Article 20, Section C(3), (b), (c) and (d) of the Engineers' Schedule Agreement, or place on the assignment which was bulletined. If there are no junior Engineers to which an Engineer who is affected by this Paragraph could displace, then s/he will be forced assigned to the assignment which was bulletined.