



OPS 07-05

Date: March 10, 2005

To: George Smallwood    Dave Tolle    John Quilty  
Marka Hughes    Vicky Birmingham    Kathy Conkling  
Bobby Pechal    Brad Henry    John Sturm

From: Milton Siegele *Milton Siegele / as*

Subject: Locomotive Engineer Primary Recall

Attached is an agreement that has system-wide applicability that addresses two issues. First, the agreement provides that when employees accept promotion to engine service, those employees are obligated to protect engine service at the location where they entered LETP for a period of three years. This element was negotiated in response to the challenges that we face when employees bid to the LETP at a location in order to promote to engine service, but then utilize other seniority to distance themselves from the location where there is a need for engineers.

The second fundamental element of the attached agreement is the standardization, again on a system-wide basis, of the process for filling permanent engine service vacancies. While the agreement is clear, the fundamental change is that force assignment is to be accomplished by force assigning demoted engineers in reverse seniority order, i.e., from junior to senior in seniority.

Side Letter No. 1 allows force assigned engineers to utilize existing contracted lodging facilities for a period not to exceed 60 days in the event they are forced to a location more than 50 miles from where working in demoted service.

Side Letter No. 2 preserves the promotional requirements attendant to currently "prior-righted" engineers and recognizes that Section 1 of the Agreement does not affect existing "Zone specific" applications on seniority districts containing multiple "Zones."

Side Letter No. 3 recognizes that all employees holding seniority as locomotive engineers will be allowed access to bulletins, permanent bids and/or standing bids in order to make application for engine service

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assignments. The parties felt that this clarification was necessary due to the change (at most locations) to force assigning the junior demoted engineer as opposed to the senior demoted engineer.

Finally, the United Transportation Union, in a couple of cases, has suggested that we did not have authority to enter into this agreement with BLET because, in their view, the agreement allows a senior engineer to remain in ground service because we will force assign permanent engine service vacancies with the junior demoted engineer. We believe that UTU is in error based upon a number of factors. Primarily, since BLET is the designated representative for engineers, it is appropriate to make agreements with BLET concerning the assignment of engineer vacancies. Secondly, this agreement does not address entry into any ground service position, nor does it affect the seniority movement of ground service employees within that craft.

In the event you are faced with a demand from UTU restricting the ground service seniority of a demoted engineer at a location, please contact Gene L. Shire at 352-1076.

cc: Chris Roberts  
Mark Kotter  
Steve Goodall

INTEROFFICE MEMO

OPS-2-05

**Memorandum of Agreement  
between  
Brotherhood of Locomotive Engineers and Trainmen  
and the  
Burlington Northern Santa Fe Railway Co.**

The parties acknowledge the need to address promotional responsibility to engine service at the locations that LETP classes are assigned. In that resolve, this agreement will establish parameters addressing those needs. Additionally, the parties recognize that employees need to understand their obligations and responsibilities to engineer seniority. Accordingly, those demoted engineers who entered LETP after January 1, 2005 will be required to protect their engine seniority at the location where they entered the LETP Class for 3 years from the date of promotion as described herein. This application will be referred to as "primary recall".

1. In the event an engineer permanent assignment goes "no-bid" in accordance with the working schedules of the respective former roads, the junior demoted engineer at the location of the "no-bid" assignment will first be force assigned, if none, the junior demoted engineer at the supply point location or in the zone of the assignment will be force assigned.
2. If none, demoted engineers standing for "primary recall" shall be force assigned to the "no-bid" position ahead of other demoted engineers. This force assignment of the engineers standing for this "primary recall" will be accomplished by force assigning the junior demoted engineer standing for primary recall to the involved location who is assigned at the closest point by highway miles.
3. If none, the existing rules governing force assignment to assignments on the former BN Northlines, C&S, FWD, JTD and ATSF will continue to apply as currently described by the specific agreements governing force assignments to the respective former properties. For assignments on the former SLSF, the junior demoted engineer that does not stand for primary recall to the involved location will be force assigned from the closest point by highway mile, unless modified and/or amended by subsequent agreement(s).
4. The methodology for ascertaining the mileage between these locations for the purpose of force assigning will initially be accomplished by using an agreed upon method.
5. This agreement shall not be construed as changing or amending existing schedule rules, agreements or understandings with the Brotherhood of Locomotive Engineers and Trainmen, except as it is necessary to make the provisions of those schedule rules, agreements or understandings conform with this agreement. If there is any

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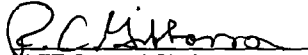
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conflict between an existing schedule rule, agreement and/or understanding and a provision of this agreement, the provisions of this agreement shall apply.

This agreement shall become effective on March 15, 2005, 2005, and shall continue in effect in accordance with the provisions of the Railway Labor Act, as amended.

For the Organization:

  
BLET General Chairman

  
BLET General Chairman

  
BLET General Chairman

  
BLET General Chairman

For the Carrier:

  
General Director-Labor Relations

  
General Director-Labor Relations

**BNSF**



MILTON SIEGELE  
*Assistant Vice President - Labor Relations*

**The Burlington Northern  
and Santa Fe Railway Company**

P.O. Box 961030  
Fort Worth, TX 76161-0030  
2600 Lou Menk Drive  
Garden Level - OOB  
Fort Worth, TX 76131-2830  
Phone: 817-352-1020  
Fax: 817-352-7319

March 3, 2005

BLET Side Letter - 1

Mr. Dennis Pierce  
General Chairman, BLET  
801 Cherry St., Ste 1010 Unit 8  
Fort Worth, TX 76102

Mr. Pat Williams  
General Chairman, BLET  
509 SW Wilshire Blvd., Ste D  
Burleson, TX 76028

Mr. Rick Gibbons  
General Chairman, BLET  
5040 S. Harmony  
Rogersville, MO 65742

Mr. Austin Morrison  
General Chairman, BLET  
7637 Canyon Dr.  
Amarillo, TX 79110

Gentlemen:

This is to acknowledge our recent discussions regarding force assigning engineers to protect their engine seniority at a location more than 50 miles from the location assigned as a demoted engineer. Both parties understand the importance of affording employees the opportunity to secure rest and prepare for their tour of duty.

With that resolve, the carrier will allow force assigned engineers to utilize existing contracted lodging facilities at the location provided that rooms are available, for a maximum of 60 days.

At those locations where there are no contract lodging facilities, the carrier will make every effort to arrange for similar accommodations.

Those employees wishing to secure accommodations under these provisions will be afforded an opportunity to make arrangements with the Carrier Designated Officer at the time of need. All pertinent information will be exchanged at this time.

Sincerely,

*Milton H. Siegel / cc*  
Milton H. Siegel, Jr.

*[Signature]*  
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BLET General Chairman

*[Signature]*  
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BLET General Chairman

*[Signature]*  
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BLET General Chairman

*[Signature]*  
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BLET General Chairman

BLET Primary Recall-Side Letter 1 v1.2

BLET Primary Recall-Side Letter 1 v1.2

**BNSF**



MILTON SIEGELE  
*Assistant Vice President - Labor Relations*

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March 3, 2005

BLET Side Letter - 2

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Gentlemen:

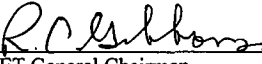
This is to acknowledge our recent discussions regarding "primary recall" for demoted engineers. During our discussions it was understood that the "force assignment" provisions found in Section 1 of the agreement would not add to or subtract from the promotional responsibilities of engineers who are "prior righted" under existing agreements.


It was also understood that the application of Section 1 will not affect the "Zone" specific application of ebb and flow and currently in place at locations where there are multiple zones. When the individual zones are exhausted of demoted engineers at these locations, Section 2 will then be applicable.


Sincerely,

*Milton H. Siegele / 625*  
Milton H. Siegele, Jr.

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

  
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BLET General Chairman

  
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BLET General Chairman

  
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BLET General Chairman

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BLET-Primary Recall-Side Letter 2 v1.1

**BNSF**



MILTON SIEGELE  
*Assistant Vice President - Labor Relations*

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and Santa Fe Railway Company

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BLET Side Letter - 3

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Rogersville, MO 65742

Mr. Austin Morrison  
General Chairman, BLET  
7637 Canyon Dr.  
Amarillo, TX 79110

Gentlemen:

This is to acknowledge our recent discussions regarding "primary recall" for demoted engineers. Included in our discussion was the force assignment of *junior* engineers to protect their engine seniority. Both parties understand the need for these demoted engineers to be able to bid and be awarded the same assignments that they stand to protect by force assignment.

Accordingly, it is understood that all engineers holding seniority on an engineer's seniority district will be allowed to access engineer bulletins, permanent bids and/or standing bids for engineer assignments. The senior applicant applying for any permanent vacancy will be awarded the open assignment. If no engineers holding seniority on the involved seniority district bid on the vacant position, the force assignment provisions of the "primary recall" agreement will apply.

Sincerely,

Milton H. Siegel, Jr.

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BLET General Chairman  
  
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BLET General Chairman  
  
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BLET General Chairman  
  
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BLET General Chairman

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BLET-Primary Recall-Side Letter 3 v1.1