

AGREEMENT

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

and

UNITED TRANSPORTATION UNION

1. The purpose of this agreement is to provide a uniform selection method for promotion of trainmen/yardmen to the Locomotive Engineer Training Program ("LETP").
2. This Agreement covers such selection in territory of the BN and Santa Fe where seniority has been topped and bottomed pursuant to the BNSF Merger Implementing Agreements and the parties' other recent agreements consolidating seniority.
3. This Agreement is necessitated by the fact that the former BN and former Santa Fe each have had different methods of selection for LETP classes, which would, if carried forward, present increasing difficulties of proper selection, potential run-arounds, forcing people into engineer slots hundreds or thousand of miles from home and so on.

IT IS AGREED:

Article 1 - Voluntary Bidding

A. Voluntary bidding will be the primary vehicle for filling vacancies in LETP classes.

B. Selection among bidders will be made on the following basis:

1. Trainmen/yardmen, in seniority order, from the prior rights district seniority roster(s) where the LETP class position arises (for example, former Frisco Enid District).

2. Trainmen/yardmen, in seniority order, from the expanded seniority district(s) where the LETP class position arises (for example, former BN Midwest Seniority District).

3. Trainmen/yardmen, in seniority order, on the expanded district roster, whose seniority was topped and bottomed with the expanded district roster (for example, former BN \_\_\_\_\_, topped and bottomed with the Midwest on September 21, 1995 or the former Santa Fe Grand Division, topped and bottomed with the Midwest on September 22, 1995)

4. Trainmen/yardmen, in seniority order, who have secured dates on the expanded district roster after September 22, 1995.

C. If the need for promotion arises at a common point where seniority has been consolidated, the same methods will be used, but bidders from both former prior right districts and the expanded seniority districts on both predecessors (BN and Santa Fe) will be considered. [For example, at Amarillo Yard (a common point for BN and Santa Fe), the successful bidder(s) for LETP positions shall be selected on the basis of their hire-out date using the method prescribed in this Article 1 (B1) or (B2) or (B3). As a further example, if one position is advertised for LETP at Amarillo Yard and both a former BN Amarillo yardman and a former Santa Fe Amarillo yardman bid on it, the successful bidder of the two would be the employee who hired out in ground service first, i.e. earliest hire-out date.]

#### Article 2 - Force Assignment

A. 1. If a sufficient number of trainmen/yardmen do not make application for engine service to meet the carrier's needs, such needs will be met by requiring trainmen/yardmen, who established seniority on or after November 1, 1985 (based on their hire-out date in the ground service crafts on either the former BN or the former Santa Fe) to take engine service assignments (and successfully complete engineer training).

2. For example, a former Santa Fe conductor has a seniority date of October 31, 1985 on the Santa Fe, but has a September 22, 1995 date on the BN by virtue of topping and bottoming the seniority rosters. This employee could not be forced to take engine service assignments even if he has exercised his acquired seniority to work on former BN

territory. Wherever this employee is working, he is considered to be a pre-November 1, 1985 employee.

B. Force assignment selections will be made on the following basis:

1. Trainmen/yardmen who established seniority on or after November 1, 1985 (based on their hire-out date in the ground service crafts on either the former BN or the former Santa Fe), in reverse seniority order, working in the prior rights district(s) where the LETP class position arises, except an employee who has transferred for the sole purpose of continuing to work and not be furloughed on the prior seniority district will not be required to accept locomotive engineer training on the new seniority district provided that the employee has a request in to return to his prior seniority district when seniority permits. (It is understood that this exception will only apply to employees who would have otherwise been furloughed and not to employees who, under nonfurlough circumstances, exercise their expanded seniority. It is also understood that an employee who has transferred under these circumstances may choose to enter the LETP at the new location.)

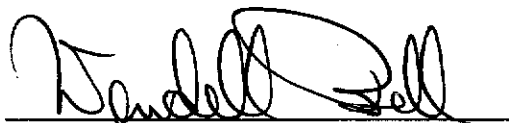
2. At former BN points, trainmen/yardmen, who established seniority on or after November 1, 1985<sup>1</sup> (based on their hire-out date in the ground service crafts at points on the former BN), in reverse seniority order, working at the next nearest source of supply, by highway miles, which is a former BN point and which has had its seniority integrated or topped and bottomed with the point where the LETP candidate is needed.

### Article 3

This agreement shall be immediately effective upon its full execution, and may thereafter be changed by consent of all signatory parties (or their successors or designees) or in accord with the mechanism set forth in Section 6 (and related Sections) of the Railway Labor Act, dealing with the handling of "major disputes."

Signed and accepted at Fort Worth this 11<sup>th</sup> day of March, 1997

for UNITED TRANSPORTATION UNION for THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.



<sup>1</sup> June 29, 1995 on the BN Midwest Seniority District.

General Chairman

J. Bailey  
General Chairman

Carl W. Hildner  
General Chairman

G.D. Welch  
General Chairman

F.W. Mason  
General Chairman

L.W. Jett  
General Chairman

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Vice President

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Vice President

Director - Labor Relations

Mark G. Hughes  
Director - Labor Relations