



Brotherhood of Locomotive Engineers and Trainmen BNSF-BLET General Committees

Dennis Pierce General Chairman BNSF/BNNorthlines.MRL 817.338.9010	Pat Williams General Chairman BNSF/ATSF 817.426.9003	Austin Morrison General Chairman BNSF/FWD,JTD.C&S 806.358.9025	Rick Gibbons General Chairman BNSF/SLSF.MNA 417.887.5267
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All Local Chairmen-BNSF

June 10, 2004

Re: **System Transfer Agreement**

Dear Sirs and Brothers,

Enclosed you will find a proposed agreement involving *system-wide* transfer of engineer seniority. This project was drafted by all four BLET General Committees on BNSF to try to address the continuing and apparently escalating attempts by employees with engine seniority to transfer throughout the entire BNSF System, specifically from former ATSF districts to former BN districts and vice versa. As most of you know, these types of transfers have been occurring by way of the common points (Consolidate Terminals such as Kansas City and Ft. Worth) under the conditions found in the BN-ATSF merger agreements. We felt it necessary to streamline this process for a number of reasons, but the most evident is the access already in place at the aforementioned locations. Due to the migrating forces account of line sales and the diminishing engineer assignments related to RCL, etc. these transfers have increased and there is no evidence at present that transfer requests will diminish.

As you will see when you review the document, the proposed agreement will only govern transfers from the former ATSF to the former BN and transfers from the former BN to the former ATSF. All other transfer agreements currently in place (BN to BN, SF to SF) remain in effect and the transfers contemplated under those agreements would not be affected by the attached proposal. Again, only those transfers between the two predecessor roads (ATSF and BN) would be governed by the attached proposal.

As for the specifics of the agreement, the process for applying for transfers under the proposed agreement would be identical to current processes on both properties with the appropriate GCA processing the request to the Carrier. The Carrier retains all rights to approve or deny the requests with notification to the appropriate GCA required prior to the transfer being allowed. Once allowed, transferring engineers would go to the bottom of the roster that they transfer to, while their existing engineer seniority would be retained but held "inactive" on the home district. Those in LETP would be protected and remain senior to transfers arriving on their district while still in LETP. This would be accomplished by treating transferring engineers like "hired engineers" for promotional purposes.

We are confident that you will find that the proposed agreement has been drafted to avoid any adverse affect to existing engineers as well as those in LETP. What it does provide is a mechanism for engineers to transfer across the BN-SF boundary without being required to resign any existing seniority. That in itself is of tremendous value to the membership of all four General Committees. In addition, the agreement creates a level playing field between the two former properties and addresses a need that has arisen on both sides of the current fence.

Therefore, in accordance with **Section 41(b) – GENERAL COMMITTEE RULES OF THE BYLAWS of the BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**, it is requested that the enclosed be discussed and acted on at the next regular (or a special) meeting of your Division. Please indicate on the enclosed ballot if you are “FOR” or “AGAINST” the proposal. If you have any questions concerning the proposed agreement, please contact your respective General Committee. Return of your ballot as soon as possible following the meeting would be appreciated, but it must be returned to the appropriate GCA on or before July 26, 2004 to be eligible in the tallying process. We are also enclosing correspondence involving this matter between our Committees and the National Division with regard to ratification instructions. As also advised by the National Division, each Division’s vote will be counted as part of one BNSF block of votes. That being the case, a majority vote of the 102 BNSF-BLET Divisions in the affirmative will be needed for ratification.

Fraternally,



D.R. Pierce
BLET General Chairman



P.J. Williams
BLET General Chairman



A.G. Morrison
BLET General Chairman



R.C. Gibbons
BLET General Chairman

cc: Steve Speagle-BLET VP Assigned

Enclosures

June 10, 2004
File: BNSF/BLET System Engineer Transfer Agreement

BALLOT

HAVING BEEN APPRAISED OF THE FACTS REGARDING THE PROPOSED AGREEMENT BETWEEN THE BURLINGTON NORTHERN SANTA FE RAILWAY AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN PROVIDING FOR ENGINEER TRANSFERS FROM THE FORMER SF PROPERTIES TO FORMER BN PROPERTIES AND TRANSFERS FROM THE FORMER BN PROPERTIES TO FORMER SF PROPERTIES,

I, AS LOCAL CHAIRMAN OF BLE. DIVISION NO. _____

AT _____, VOTE

IN FAVOR OF THE PROPOSED AGREEMENT _____

AGAINST THE PROPOSED AGREEMENT _____

SIGNATURE

DATE

DATE BALLOT IS DUE: July 26, 2004

MEMORANDUM OF AGREEMENT

Between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

And

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

This Agreement will govern engineer transfers from former Santa Fe seniority districts to former Burlington Northern seniority districts, and from former Burlington Northern seniority districts to former Santa Fe seniority districts. The Agreement will not affect or apply to transfers between former Santa Fe seniority districts under their November 23, 1998 Agreement, nor will it affect or apply to transfers between former BN seniority districts under their November 1, 1990 Agreement.

Article 1.

Engineers wishing to transfer from former Santa Fe seniority districts to former Burlington Northern seniority districts or from former Burlington Northern seniority districts to former Santa Fe seniority districts may, at the Carrier's sole discretion, be allowed to transfer seniority districts. Those engineers wishing to transfer under this agreement will make application to the BLET General Committee of Adjustment under whose agreement they are working. The BLET General Committee of Adjustment will forward this request to Carrier Officer designated to receive said transfer request.

Before employees may transfer under this agreement, the transfers must be authorized by the Carrier, in writing, specifying the effective date of the transfers and the seniority districts involved in the transfer. Once approved, engineers transferring under this agreement shall establish a seniority date on the new district upon the date of first service (including qualifying trips with or without compensation) performed on the new district. If two or more engineers establish the same date on a single district under this agreement, they will be ranked by the earliest date of hire (continuous employment). If that date of hire is the same, they will be ranked by date of birth, oldest prevailing. These transferring engineers will be treated as "hired engineers" for purposes of establishing seniority dates for all firemen/student engineers in LETP. 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 "transferred/hired" engineers, subject to their successful completion of LETP.

Article 2.

Engineers approved to transfer under this agreement will retain their seniority position on their original seniority district. However, they will not be subject to recall as an engineer, or be required to protect any engineer's promotional responsibility on their original district unless they successfully transfer back to their original seniority district as stipulated above. Seniority on the original district will be "inactivated" upon transfer and activation of engineer seniority on a new district and will remain inactivated until such time that a transfer back to the original district is accomplished under the terms of this agreement. This method of inactivating seniority will only apply to seniority on the original seniority district on which an engineer first established seniority. Engineers transferring a second time to a third and separate district will relinquish all rights to engineer seniority on any district other than the original district on which engineer seniority was first established.

Transfers under this agreement will not require that the transferring engineers be able to hold service as an engineer on the district transferring to in order to be approved. Transfers under this Section are allowed at the sole discretion of the Carrier and engineers so allowed to transfer will be added to the new engineer seniority district pursuant to Article 1 of this Agreement. Engineer seniority on the original district on which the employee established engineer seniority will be inactivated on this same date, as described above, while engineer seniority on any other districts will be relinquished.

Article 3.

An engineer who possesses operating craft seniority prior to October 31, 1985, who voluntarily transfers under this agreement, will retain eligibility for all Pre-1985 pay elements.

Article 4.

An engineer transferring under this agreement will utilize his date of hire applicable on the original seniority district for eligibility to vacation weeks and personal leave days, but vacation scheduling will be based upon the seniority applicable at the location where the vacation will be afforded.

Article 5.

Engineers transferring under this agreement will be compensated for time spent qualifying as stipulated under the collective bargaining agreement in effect on the district transferred to.

Except as specifically provided herein, nothing contained herein shall be construed as modifying, amending or superseding any of the provision of agreements or schedule rules, or the Merger Protective Agreements as implemented between the Carrier and the Brotherhood of Locomotive Engineers and Trainmen. This agreement shall be effective on the date signed and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas this _____ day of _____, 2004.

For:

Burlington Northern and Santa Fe
Railway Company



Vice President of Labor Relations

For:

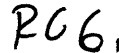
Brotherhood of Locomotive Engineers
and Trainmen



General Chairman BLET (Former ATSF)



General Chairman BLET (Former BN)



General Chairman BLET (Former BN)



General Chairman BLET (Former BN)



Brotherhood of Locomotive Engineers and Trainmen

A Division of the Rail Conference-International Brotherhood of Teamsters

NATIONAL DIVISION

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DON M. HAHS
National President

June 1, 2004

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Dear Sirs and Brothers:

This will acknowledge your letter dated May 24, 2004, to which you attached a copy of the System Transfer Agreement which has been initialed between the BNSF and the BLET general committees of adjustment sent via e-mail.

This is to advise you that upon reviewing the proposed System Transfer Agreement, I can find no provisions which conflict with National Division law or policy. Therefore, you have my approval to submit this proposed agreement to the membership in accordance with Section 41(b) General Committee Rules of the Bylaws of the Brotherhood of Locomotive Engineers and Trainmen.

It would be appreciated if you advise me of the results of the ratification of this agreement and, if ratified, provide a signed copy of same for our files.

You are commended for making an effort to allow individuals on a large railroad system, such as BNSF, to move between former railroads.

With best wishes and warmest personal regards, I remain

Fraternally yours,

President

cc: E.W. Rodzwick, FVP
W.C. Walpert, NST





Brotherhood of Locomotive Engineers and Trainmen BNSF-BLET General Committees

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Don M. Hahs
National President-BLET
Mezzanine/The Standard Bldg
1370 Ontario Street
Cleveland, OH 44113-1701

May 24, 2004
Re: System Transfer Agreement

Dear Sir and Brother,

Enclosed you will find an agreement which has been drafted and initialed between the four BNSF-BLET General Committees and the BNSF Railway Co. It pertains to developing a "System Transfer Agreement" which would allow the transfer of engine seniority between the former roads on the now merged company. More specifically, it would streamline an already used practice by which an employee transfers to a consolidated terminal (portal) and then emerges on the other predecessor road. The disruption of the labor force and roster maintenance has forced this issue and we feel we have now found remedy by way of this proposal.

Please review the proposed agreement and forward instructions to our respective offices as to the manner in which such an agreement should be voted.

Fraternally and with solidarity,

D.R. Pierce
BLET General Chairman

A.G. Morrison
BLET General Chairman

P.J. Williams
BLE General Chairman

R.C. Gibbons
BLET General Chairman

Cc: Steve Speagle
Vice President Assigned-BLET