

**MEMORANDUM OF AGREEMENT**  
**Between The**  
**BURLINGTON NORTHERN AND SANTA FE RAILWAY**  
**COMPANY**  
**And The**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**  
**And The**  
**UNITED TRANSPORTATION UNION**  
**(TRAINMEN AND YARDMEN)**  
**On The**  
**COAST LINES**  
**EASTERN AND WESTERN LINES**  
**NORTHERN AND SOUTHERN DIVISIONS**

The parties recognize that existing agreement provisions regarding the exercise of seniority, particularly when employees hold seniority in both ground and engine service, require some number of people to work at locations away from home when, in a strict technical sense, the employee possesses seniority that would, but for current agreement application, allow that person to work at home. Clearly, this circumstance, albeit required under applicable collective bargaining agreements, results in a number of negative implications including, but not limited to, unnecessary fatigue and a generally unpleasant quality of work life. Therefore, the parties desire that, to the extent possible, seniority in either ground or engine service should seek its own level without unnecessarily obligating employees to leave home when they possess seniority at home that would otherwise allow them to work thereat. Moreover, it is recognized that it is necessary that BNSF, UTU and BLE cooperate in reaching a solution due to UTU being the designated representative for ground-service employees (as contemplated by this agreement), BLE being the designated representative of engineers (as contemplated by this agreement), and the application of certain National Agreement provisions that grant/require that transportation craft employees have seniority in both ground service and as engineers. It is in this spirit, and with a recognition that BNSF must have sufficient employees available across its system to satisfy business requirements, the following agreement is entered into amending the various tripartite agreements governing ebb-and-flow/single seniority in order to address the exercise of seniority between ground service and engine service.

This agreement does not, in and of itself, grant any seniority rights or privileges at any location where an employee has not or does not establish seniority in any craft pursuant to existing agreement provisions. Nor does it limit or extinguish any seniority rights held by employees prior to the effective date of this agreement.

1. Definitions

“Engine-service qualified groundmen” are employees holding seniority as an engineer and seniority in ground-service.

“Engine-service” is the position of engineer that is represented by the Brotherhood of Locomotive Engineers.

“Ground-service” includes the positions of conductor, brakeman, yard/engine foreman, yard helper, independent herder, footboard yardmaster, pilot, herder, switchtender, bleeder, skateman, car retarder operator, engine follower, fieldman, utility-man, work coordinator, and car rider that are represented by the United Transportation Union.

“Groundman or groundmen” are employees holding positions in ground-service.

“Source of supply” is a home terminal for employees where an extra board is maintained.

2. The exercise of seniority from ground-service to engine-service or from engine-service to ground-service, except when force assigned to any position pursuant to the terms of this agreement, are subject to the following restrictions.

2.1 Engine-service qualified groundmen in ground service may apply for any “advertised” position as an engineer. Engine-service qualified groundmen working as engineers may apply for any “advertised” ground-service position.

2.2 Engine-service qualified groundmen in engine-service who are reduced from the active working list of engineers at a location may, seniority permitting, exercise their ground-service seniority at the location where reduced from engine-service.

2.3 The so-called “30-day Bump Provision,” granted under the 1996 BLE National/Local Agreement, or similar agreements with UTU providing for the voluntary relinquishment of any assignment or position shall not serve to grant an engine-service qualified groundman the right to displace from an engineer’s position to a ground-service position or vice versa.

- 2.4 Except as noted under 2.2 above, and subject to other provisions contained in this agreement, employees, in either craft, who obtain a displacement right under applicable agreement provisions may displace any junior employee in either craft where the employee holds seniority.
- 2.5 When an employee voluntarily exercises seniority to any position as provided by this Section 2, the employee shall not assume the position unless or until qualified to actually perform service on that position.
- 2.6 Nothing in this Section 2 changes, modifies, eliminates or in any fashion affects existing provisions concerning seniority district boundaries.
3. Engine-service qualified groundmen who are displaced and desire to change crafts shall be governed by the agreement provisions applicable to the craft held at the time of displacement.
4. An employee displacing into a craft must be qualified to fully assume the position. BNSF shall make reasonable accommodations to employees desiring to become qualified for positions, with the understanding that approved time off for qualification purposes shall be considered a BNSF-sanctioned absence.
5. In the absence of a bid for an engineer's vacancy or new assignment, the position shall be filled in the following sequence:
  - 5.1 The junior demoted engineer working at the source of supply for the position.
  - 5.2 The junior demoted engineer working at the closest source of supply pursuant to existing BLE Schedule Rules.
    - 5.2.1 Once force assigned pursuant to 5.1 or 5.2 engineers will be permitted to bid on other engineer's vacancies but will still be considered force assigned and may not return to ground service until such time as a junior qualified engineer becomes available.
6. In the absence of a bid for a ground-service vacancy or new assignment, the position shall be filled pursuant to existing UTU Schedule Rules.
7. When an employee is force assigned pursuant to Sections 5 and 6 above the employee may give written notice to the designated Carrier Officer of the desire to be relieved when a junior qualified employee becomes available. It will be the responsibility of the affected employee to give notice to the designated Carrier Officer, who will cooperate with the affected employee to effect the release when a junior qualified employee becomes available. The employee force assigned will remain on the assignment until the junior employee reports and is available/qualified to assume

service. The employee requesting release will then be released from the assignment and shall be allowed to exercise seniority, consistent with the requirements of this agreement addressing the exercise of seniority between engine and ground service, and applicable collective bargaining agreements addressing the exercise of seniority within engine and ground service. There shall be no deadhead or mileage cost as a result of applying the conditions of this Section.

8. When the service of an emergency engineer is required, i.e., the engineer's extra board is exhausted or there are no engineers working in the craft who are available, the position shall be filled in the following sequence:
  - 8.1 The senior available demoted engineer at the source of supply who has made written request for emergency work.
    - 8.1.1 An employee who is entitled to and does make written request to protect emergency service and cannot be contacted for use as an emergency engineer three times within a 30-day period shall have his request destroyed.
  - 8.2 The junior available demoted engineer at the source of supply.
  - 8.3 It is understood that the provisions of this Section will not be used to circumvent the requirements applicable to engineers' extra work vis-a-vis ground service employees, nor any other agreement provisions associated with the use of employees assigned to ground service being used in engine service and the compensation therefor.
  - 8.4 This Section shall not serve to change Article XIII of the BLE 1996 Agreement.
9. For the purposes of scheduling vacations for employees who qualify therefor, consideration of the individual's request for a specified vacation period will be based on his continuous service date calculated from the earliest seniority date as an engineer for engineers' vacation scheduling or ground-service for ground-service vacation scheduling that is applicable to that employee at that location and on the involved seniority roster. •
  - 9.1 The number of allocated vacation "slots" in each class (i.e. road, yard, engineer, conductor, brakeman, yardman) will be based upon the class held by employees on October 1 of the calendar year and shall determine the allocation of vacation "slots" for the following year and, except as provided by 9.2 below, shall determine how vacations shall be assigned by class.

9.2 The assignment of engineer vacations "slots," driven by the October 1 date, shall be assigned to the senior engineers regardless of the craft the senior engineers are working in, i.e. ground or engine service, in accordance with existing vacation agreement provisions.

9.3 The assignment of ground-service vacations "slots," driven by the October 1 date, shall be assigned to the senior ground-service employees regardless of the craft the senior ground-service employees are working in, i.e. ground or engine service, in accordance with existing vacation agreement provisions.

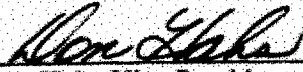
9.4 The parties recognize that the Engineers' Organization has jurisdiction over Engineers' vacations and that the Organization representing groundmen has jurisdiction over vacations assigned to those crafts.

10. Engine-service qualified groundmen returning to ground-service under the terms of this agreement, who are not otherwise qualified for "crew consist" related benefits, shall not, as a result of this agreement become eligible therefor. Such "not otherwise qualified" employees shall be treated, during all time in ground-service resulting solely from the exercise of rights granted by this agreement, as "non-protected" groundmen ineligible for any form of payment (including "protective condition" guarantees, productivity fund buyouts, or "crew consist" related allowances and arbitraries) or any benefits available to crew consist protected groundmen under any applicable crew consist agreements.
11. On the date of this Agreement there were locations where there were Engineer Reserve Boards. Due to the change in requirements/obligations/rights concerning the exercise of ground and engine-service seniority vis-à-vis both UTU and BLE reserve board agreements, the parties agreed to meet and resolve the issue equitably at locations where Reserve Boards currently exist or are established. The parties understand that the purpose of this provision is to prevent the Carrier from unilaterally establishing only Engineer Reserve Boards or only Train Service Reserve Boards at a location. Absent an understanding reached locally to the contrary, any increase of Reserve Board positions at a location shall be on the basis of one to the Train Service Reserve Board, one to the Engine Service Reserve Board and so on.
12. Due to the Carrier's need to maintain a stable workforce at certain locations, BNSF may hire ground service employees, who establish seniority after the effective date of this Agreement, as "primary-recall" employees at certain locations. These "primary-recall" employees shall be obligated to work jobs protected by the location where hired until a junior "primary-recall" employee becomes available.

- 12.1 Once an employee is released from the location of hire account a junior "primary-recall" employee becoming available, the senior employees released shall have no further obligations pursuant to the provisions of this Section, except that for a period of five (5) years (from date of hire) these "primary-recall" employees stand for recall (in reverse seniority order) to the location until BNSF is able to hire additional employees.
  - 12.2 Individuals hired under the provisions of this Section 12 shall be advised, in writing, prior to being hired, of these conditions. In addition, BNSF shall, to the extent practicable, hire individuals affected by his Section at the "primary-recall" location.
13. Any restrictions prohibiting or restricting the full exercise of seniority within and between seniority districts are eliminated except as set forth below.
    - 13.1 Except as provided by Section 13.3 below, employees voluntarily exercising seniority from one so-called "Grand" Seniority District to another "Grand" Seniority District shall be required, so long as that employee is able to hold any position on the new Grand Seniority District, to remain on the new Grand Seniority District for a minimum of 30-days.
    - 13.2 Except as provided by Section 13.3 below, employees voluntarily exercising seniority from one so-called "Prior Rights" Seniority District to another "Prior-Rights" Seniority District on the same "Grand" Seniority District shall be required, so long as that employee is able to hold any position on the new Prior-Rights Seniority District, to remain on the new Prior-Rights Seniority District for a minimum of 30-days.
    - 13.3 For purposes of applying this Section 13, employees who exercise inter- or intra-Seniority District seniority in order to avoid being placed off-in-force shall not be considered to exercised seniority voluntarily and shall not be subject to the 30-day obligation provided by Sections 13.1 and 13.2.
14. This agreement shall not be construed as changing or amending existing schedule rules, agreements or understandings with the Brotherhood of Locomotive Engineers or the United Transportation Union, except as it is necessary to make the provisions of those schedule rules, agreements or understandings conform to this agreement. If there is any conflict between an existing schedule rule, agreement and/or understanding and a provision in this agreement, the provision of this agreement shall apply.


15. This agreement shall become effective JANUARY 1, 2004, for a period of six months. At the end of the six-month period the agreement may be cancelled by either the United Transportation Union, the Brotherhood of Locomotive Engineers or the Burlington Northern and Santa Fe Railway Company by serving a 20-day written notice upon the other two parties. If this agreement is not cancelled at the expiration of the six-month period the agreement will continue in effect in accordance with the provisions of the Railway Labor Act, as amended.


**FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:**

  
Don Hahs Vice President

  
John Mullen General Chairman

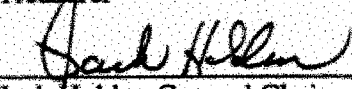
**FOR THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY COMPANY:**

  
Milton Siegele Assistant Vice President  
Labor Relations


  
Gene L. Shire General Director  
Labor Relations

**FOR THE UNITED  
TRANSPORTATION UNION:**

  
Paul Thompson General Secretary  
Treasurer

  
Jack Holden General Chairman

  
Jim Huston General Chairman

  
Paul Tibbit General Chairman

**SIDE LETTER NO. 1**

Don Hahs Vice President  
John Mullen General Chairman  
Jim Huston General Chairman

Paul Thompson General Secretary  
Jack Holden General Chairman  
Paul Tibbit General Chairman

Gentlemen:

During negotiations leading to agreement signed this date amending the various tripartite agreements governing ebb-and-flow/single seniority to address the exercise of seniority between ground service and engine service, we discussed the assignment of conductor seniority dates to engine-service employees who established ground-service seniority on or after November 1, 1985 pursuant to Article XIII of the 1985 UTU National Agreement.


It was agreed that engine-service employees establishing ground-service seniority (pursuant to the 1985 National Agreement's Article XIII provisions) on or after November 1, 1985, or were not a promoted conductor prior to November 1, 1985, would be given seniority as a conductor as follows:


Former Santa Fe Coast Lines	February 4, 1992
Former Santa Fe Northern and Southern Divisions	February 4, 1992
Former Santa Fe Eastern and Western Lines	October 27, 1992


Further, it was understood that this does not apply to engine-service employees who established ground service seniority prior to November 1, 1985, who did not relinquish such seniority prior to November 1, 1985, and were promoted conductors.


If the foregoing accurately reflects our understanding, please sign in the space provided below.

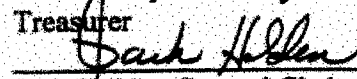
Sincerely,


  
Milton Siegele Assistant Vice  
President Labor Relations


  
Don Hahs Vice President

  
John Mullen General Chairman

  
Paul Thompson General Secretary  
Treasurer

  
Jack Holden General Chairman

  
Jim Huston General Chairman

  
Paul Tibbit General Chairman



**SIDE LETTER NO. 2**

Don Hahs Vice President  
John Mullen General Chairman  
Jim Huston General Chairman

Paul Thompson General Secretary  
Jack Holden General Chairman  
Paul Tibbit General Chairman

Gentlemen:

During negotiations leading to agreement signed this date amending the various tripartite agreements governing ebb-and-flow/single seniority to address the exercise of seniority between ground service and engine service, we discussed engine-service employees establishing an engine-service seniority date prior to November 1, 1985.

We agreed that all engine-service employees who established engine-service seniority prior to November 1, 1985, and who do not possess ground-service seniority, shall establish a brakeman/switchman seniority date as follows:

Former Santa Fe Coast Lines	January 29, 1986
Former Santa Fe Northern and Southern Divisions	May 1, 1986
Former Santa Fe Eastern and Western Lines	January 29, 1986

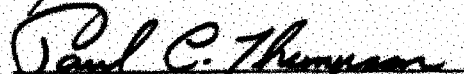
If the foregoing accurately reflects our understanding, please sign in the space provided below.


Sincerely,


  
Milton Siegele Assistant Vice  
President Labor Relations

  
Don Hahs Vice President

  
John Mullen General Chairman

  
Paul Thompson General Secretary  
Treasurer

  
Jack Holden General Chairman

  
Jim Huston General Chairman

  
Paul Tibbit General Chairman

## AGREED TO QUESTIONS AND ANSWERS

- Q. An Engineer transfers engine-service seniority from one preexisting seniority district to another, e.g. from the New Mexico Division to the Coast Lines. Upon being reduced as an engineer, the employee exercises ground-service seniority on the New Mexico Division. Does this act automatically extinguish this employee's Coast Lines seniority as an engineer?
- A. No. However, it is recognized that an employee may not hold active engine-service seniority on more than one seniority district; therefore, the employee would not automatically have active seniority as an engineer on the New Mexico seniority district as a result of exercise ground-service seniority to the UTU New Mexico seniority district.
- Q. Would a holiday annulment trigger displacement rights from ground-service to a position as an engineer or vice versa?
- A. No.
- Q. What is intended by 2.3
- A. To clarify that any voluntary relinquishment of any position does not serve to allow a groundman to go to engine service nor does it allow an engineer to go to ground service. The voluntary relinquishment of any position shall be governed by current agreement provisions.
- Q. Under Section 10 is it the intent to take away or eliminate payment to engine service qualified groundmen to which they are currently entitled under engine service or ground service rules?
- A. No.
- Q. Section 10 of the Agreement talks about certain employees, under certain circumstances, not being entitled to, among other things, guarantees. Does this mean that employees become ineligible for extra board guarantees?
- A. No. Section 10 of this Agreement does not contemplate extra board guarantees. What Section 10 envisions is, at best, guarantees associated with certain protective conditions. Having said that, it is important to recognize that Section 10 does not eliminate any entitlement that employees currently have. All that is being said by Section 10 is that no employee gains entitlement to the elements contemplated by the Section strictly and solely because of this Ebb-and-Flow Agreement. Section 10 does not take anything away from any employee, nor does it grant anything to any employee that he or she does not already have entitlement to.

## Agreed To Questions and Answers

### General

- Q. Does the Flowback Agreement apply to any employees who are not working under the terms of the former ATSF collective bargaining agreements?
- A. No.
- Q. If an engineer working under the former ATSF Agreements exercises seniority under the Flowback Agreement to a ground-service position under the former ATSF Agreements, is that employee then eligible to exercise ground-service seniority to a ground-service position governed by other than former ATSF Agreements?
- A. Except at Terminals consolidated under the BN-ATSF merger where the former ATSF-BLE Agreements are controlling, the answer is "No." An employee holding a ground-service position pursuant to the Flowback Agreement cannot exercise ground-service seniority to a ground-service position governed by agreement provisions other than those on the former ATSF so long as that employee would have been required to protect engine-service under the former ATSF Agreements "but for" the Flowback Agreement.
- Q. The various Crew Consist Agreements provide for Personal Leave Days, for example, the Northern and Southern Divisions (UTU) provide that yardmen are entitled to a maximum of 14 Personal Leave Days. What prevents employees from exercising seniority under the Flowback Agreement from an engine-service position to a ground-service yard-service position, cashing in the ground-service Personal Leave Days and then returning to engine-service?
- A. The Personal Leave Day provisions associated with the agreement applicable to the vacation assigned the individual employee will apply to that employee for that calendar year.
- Q. Are engine-service qualified employees working in ground-service pursuant to the terms of the Flowback Agreement obligated to maintain their engine-service qualifications, e.g. certification?
- A. Yes.

- Q. Side Letter #1 memorializes the recognition of conductor seniority to engine-service employees establishing ground-service seniority (pursuant to the 1985 National Agreement's Article XIII provisions) on or after November 1, 1985, or were not a promoted conductor prior to November 1, 1985. Does this mean that employees affected by the Side Letter are automatically qualified to work as conductors?
- A. Yes, however the criteria attendant to the specific qualification/familiarization requirements in order to actually perform service as a conductor are the responsibility of the Division Superintendent, or his designated representative, consistent with the compensation provisions contained in existing agreement addressing employees being qualified to actually perform service as a conductor.
- Q. Are pre-1985 engineers working in ground-service with a post-85 ground-service seniority date subject to the application of rate progression (entry rates)?
- A. No.
- Q. Are pre-1985 engineers working in ground-service with a post-85 ground-service seniority date entitled to payment of so-called "duplicate time payments?"
- A. Yes.
- Q. Are pre-1985 trainmen working in engine-service with a post-85 engine-service seniority date entitled to payment of so-called "duplicate time payments?"
- A. Yes.
- Q. Currently bids for ground-service positions are filled on a day of the week that is different from when engine-service positions are filled. With this new agreement employees may bid for both engine-service and ground-service positions. How will the employee be handled when it is desired to bid for positions in both engine and ground-service?
- A. When the employee has bid positions on both engine and ground-service, if the employee is able to hold any position in engine-service on the bid, the individual will be assigned to the engine-service position without consideration of any bid for ground-service. It will only be in the event that the employee is unable to hold a "bid" engine-service position that his or her bid for ground-service will be considered.

✓ Q. May one party cancel this agreement without the concurrence of all parties?

A. The agreement may be cancelled by any one of three parties signatory to the agreement. BNSF may cancel, BLE may cancel and UTU may cancel. In the case of UTU, there are three General Committees involved; therefore, all three General Committees would have to agree to cancel the agreement on behalf of UTU.

## Section 2

✓ Q. If an employee voluntarily exercises seniority pursuant to the terms of this Agreement, is the employee then restricted in any manner?

A. The employee must remain in ground-service or engine-service (depending on the craft the employee exercised seniority to) for a minimum of seven (7) days, unless the employee is displaced through no fault of his own.

Q. Will letters of request for unassigned service (combo board, pool turns, yard extra boards) be honored as a bid on an "advertised" position when moving from engine-service to ground-service?

A. Yes. However, in the event the employee has a bid in for any other engine-service position and the individual is able to hold such position, the engine-service position will be filled first.

Q. How would an engine-service qualified groundman working in engine-service obtain a displacement right to ground-service?

A. By being reduced from the active working list of engineers at that location or securing a full displacement right under BLE rules in place at that location.

Q. Are engine-service qualified groundmen in engine-service who are reduced from the active working list of engineers at a location restricted to exercising their ground-service seniority at the location where reduced from engine-service?

A. No. The employee may bump wherever his or her seniority will permit.

Q. When engine-service qualified groundmen in engine-service are reduced from the active working list of engineers at a location and are able to hold a position in engine-service on another working list at the same location may they exercise seniority to ground-service at that location?

A. Yes

- Q. Does this agreement give engine-service qualified groundmen a bump when returning from vacation?
- A. Existing agreements applicable to whether an employee has a full bump upon return from vacation are unchanged by this agreement.
- Q. May an engineer use his 30-day bump to exercise seniority from engine-service to ground-service.
- A. No.
- Q. May an engineer who has been displaced by an engineer using a 30-day bump exercise seniority to ground-service?
- A. Yes.
- Q. Are employees allowed to displace from engine-service to ground-service or vice versa with a so-called "Sadie Hawkins" styled bump?
- A. No.
- Q. An engine-service qualified groundman is working in ground-service and gets bumped. May that individual now exercise engine-service seniority and displace a junior engineer?
- A. Yes.
- Q. Certain agreements provide that when the incumbent on a position is absent for a certain period of time, the position held by that individual is filled as a permanent vacancy. Then when that individual returns s/he is afforded a bump. When the individual returns may s/he exercise seniority to either ground or engine-service, or must the individual return to the craft s/he was originally holding?
- A. Under these circumstances the employee, having secured displacement rights, may exercise seniority to either engine- or ground-service.

#### **Section 4**

- Q. When an engine-service qualified groundman exercises seniority from engine-service to ground-service, how long will that employee have to qualify?
- A. The qualification/familiarization requirements will be determined locally.

Q. How many orientation trips will an employee be required to make upon exercising seniority from ground-service to engine-service or vice versa?

A. The number to be determined by local supervision.

### Section 5

Q. Section 5 of the Agreement contemplates the forcing of junior demoted engineers. Does this include engineers in furlough, off-in-force or stay-at-home status?

A. No. The term "junior demoted engineer" means the "junior demoted engineer" in active service.

Q. May an engine-service qualified groundman force assigned to an engine service position return to ground service when bumped?

A. Yes, unless the employee stands to be force assigned as an engineer under the terms of this Agreement.

Q. Can the junior employee standing for force assignment to engine-service be forced from a "bump board?"

A. Yes, with the understanding that the employee retains the right to exercise seniority if the employee exercises such seniority immediately upon being notified of the force assignment. Furthermore, the employee has the right to immediately file a "request for release" when a junior employee becomes available.

### Section 7

Q. A ground-service qualified engineer force assigned to a vacancy desires to make written request for release. When must the request be submitted?

A. Within 48 hours of being notified of the force assignment.

Q. Who is the "designated Carrier Officer" to be notified in the event the engineer desires release?

A. The appropriate member of Crew Support responsible for the territory where the engineer has been assigned.

- Q. Does this section eliminate the bulletining (advertisement) of ground-service vacancies and place into effect standing bids?
- A. No, this agreement does not, in and of itself, eliminate agreement provisions except as specifically identified in the agreement. Section 7 specifically relates to the previous Sections 5 and 6. Section 5 addresses the filling of engine-service positions that go "no bid" and Section 6 specifically preserves the provisions of existing UTU Rules when filling ground-service positions going "no bid."

### **Section 8**

- Q. There are no rested engineers on the engineers' extra board and there are no demoted engineers with a request on file to protect temporary vacancies when the engineers' extra board is exhausted. How will the vacancy be filled?
- A. After exhausting the applicable requirements under existing BLE schedule agreements, the vacancy shall be filled by the junior available demoted engineer at the source of supply protecting the vacancy.
- Q. Before the effective date of this agreement, if the oldest demoted engineer stood to protect the vacancy. Has this agreement changed that provision to the junior demoted engineer?
- A. Yes.

### **Section 9**

- Q. If an engine-service qualified groundman is working in engine-service on the October 1 "fire date," with a ground-service ranking of 10 and an engine-service ranking of 55, and there are 60 vacation slots for engine-service and 60 slots for ground-service, to which slot will the individual be assigned?
- A. Since the engine-service vacation slots are to be filled first, the employee identified by the above question would be assigned a vacation as an engineer. Furthermore, it should be noted that the fact the employee happened to be working in engine-service on the "fire date" is not relevant. The 60 engine-service slots will be filled by the senior 60 engineers, without regard to the craft held by the 60 senior engineers.



- Q. Other than defining the "last service performed prior to 12:01 a.m. December 1 of each year" to October 1 of each year, does this agreement in any other manner change or affect the Vacation Agreement(s).
- A. No. Those employees not assigned an engineer's vacation as discussed in the previous question will be assigned vacations as conductor, brakeman or yardman based upon the class of service held on October 1.

#### **Section 10**

- Q. Do pre-1985 employees who were working as enginemen and held ground-service seniority prior to the 1989 and 1992 Coast Lines Crew Consist Agreements become eligible for the trainmen's trust fund upon returning to ground-service?
- A. No.

#### **Section 11**

- Q. What is the formula for allocated slots on the engineers' reserve board?
- A. There is no formula, other than the understanding that UTU and BLE reserve board slots are to be allocated as closely as possible to 50%-50%. In other words, if a location meets the agreement requirements for the establishment of 10 reserve board slots, 5 will be UTU and 5 will be BLE.
- Q. Could there ever be more employees on the BLE reserve board than on the UTU reserve board?
- A. Yes, but never by more than one.
- Q. How will employees be recalled from reserve status?
- A. Unless there is a request to be recalled in seniority order, the junior employee from the reserve board having the most people assigned shall be recalled first. In the event both reserve boards are of equal size, the junior employee on the UTU board shall be recalled. Thereafter recalls shall be on a one-to-one basis, i.e., if the first recall is from the UTU reserve board, the second person recalled will be the junior engineer on the BLE reserve board, the third will be the junior trainman on the UTU reserve board, and so on.

- Q. Does this mean there is a possibility that an engineer may be recalled because there is a need for trainmen?
- A. Yes. In order to maintain equity between the reserve boards this is necessary. The recalled engineer may exercise seniority in engine-service thereby, through the exercise of seniority, create a trainman. Or the engineer, if ground-service qualified, may exercise seniority in ground service.
- Q. Are all engine-service qualified employees eligible to bid to the Engineer Reserve Board?
- A. No. The employee must have seniority as an engineer AND be a protected employee as provided under the applicable Crew Consist Agreement(s).
- Q. Are there any restrictions as to the craft the otherwise eligible employee is actually working when bidding on the Engineer Reserve Board?
- A. No.
- Q. May an engine-service qualified Conductor bid to the Engineer Reserve Board?
- A. Yes, so long as the employee has seniority as an engineer AND is a protected employee as provided under the applicable Crew Consist Agreement(s).
- Q. At locations where Reserve Boards exist, will the Engineer Reserve Board be open for bids by seniority request at all times?
- A. Yes.

## **Section 12**

- Q. May a primary-recall employee displace a junior employee at another location at a time when the primary-recall employee is needed at the primary-recall location?
- A. No.
- Q. What is the order of recall for primary-recall employees?
- A. First the primary-recall employees at the primary-recall location who are furloughed, off in force or on stay-at-home at the primary-recall location shall be recalled in seniority order. Then primary-recall employees working at other locations shall be recalled in reverse seniority order.

Q. If a primary-recall employee has been released and is working away from the primary-recall location and is recalled to the primary-recall location within the 5-year period, how much time does the primary-recall employee have to mark-up at the primary-recall location?

A. Five days, unless additional time is approved.

Q. Is the primary-recall employee returning to the primary-recall location entitled to a full-displacement bump at the primary-recall location?

A. Yes.

### Section 13

Q. Are there any restrictions to exercising seniority from one Grand Seniority District to another Grand Seniority District, or from one source of supply to another source of supply within the same Grand Seniority District, other than the 30-day minimum in the case of a voluntary (other than to avoid being placed off in force) movement?

A. No.

Q. Does the answer to the above question mean that "anyone" holding seniority on any of the former ATSF Grand Seniority Districts may exercise seniority subject only to the conditions of this "Flowback Agreement?"

A. No. In order to exercise any of the rights granted by this agreement, the employee must be working at a location and on an assignment governed by the former ATSF collective bargaining agreements. Individuals at locations governed by the collective bargaining agreements of the other BNSF component railroads are not governed by this "Flowback Agreement."

Q. Have the various restrictions governing the exercise of seniority within a Grand Seniority District also been eliminated, e.g. on the Coast Lines a trainman would only be allowed to move from one Coast Lines location to another Coast Lines location upon an extra board increase?

A. Yes. There is, however, a 30-day hold down at the new location.

Q. Has this agreement eliminated the "hold down" associated with the exercise of seniority between road and yard service or vice versa?

A. No. However an employee receiving an otherwise proper exercise of seniority from ground-service to engine-service or from engine-service to ground-service will not be subject to the road/yard "hold down."

- Q.** If a ground-service employee working in yard service is subject to a 30-day “hold down” in the yard, but exercises seniority to road service in engine-service after 20 days, is that employee obligated to return to yard service for 10-days after being reduced from engine-service.
- A.** With the exception of the seven (7) day “hold-down” addressed by the first question and answer under Section 2 hereof, the answer is “No.” An employee properly exercising seniority from ground-service to engine-service or vice versa is not subject to any obligation under the road/yard “hold down” provisions upon reverting to the original craft.