

BNSF MERGER IMPLEMENTING AGREEMENT 18B

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. The purpose of this agreement is to provide for expedited changes in services and operations to effectuate the common control approved by the I. C. C. in Finance Docket No. 32549. The purpose is also to enable the company created by consummation of the BNSF merger to be immediately operated in the most efficient manner as one completely integrated railroad.

2. This agreement addresses seniority district consolidations in the Ft. Worth and Amarillo areas in the wake of the Merger Implementing Agreements that have already been put into effect.

IT IS AGREED:

Article 1 – Seniority District Consolidations

Section 1

The following seniority districts will be consolidated in the manner described in this agreement:

1. FWD Consolidated and SF Cleburne and SLSF Ft. Worth District
2. FWD Consolidated and SF Amarillo

Section 2

By agreement between all involved parties, other districts may be consolidated under the procedures provided by this Agreement.

Article 2 – Consolidation Methodology

Section 1

A. For Amarillo, the roster of each of the specified districts as it stood on September 22, 1995 (and those who were in the Locomotive Engineer Training Program on that date and later established seniority on that district) will be topped and bottomed with the roster of the other specified seniority district as it stood on September 22, 1995 (and those who were in the Locomotive Engineer Training Program on that date and later established seniority on that district). Once that is done, the post-merger engineers will be put back on the respective rosters in the same order as they presently stand.

B. For Ft. Worth, the roster of the FWD consolidated district as it stood on September 22, 1995 (and those who were in the Locomotive Engineer Training Program on that date and later established seniority on that district) will be topped and bottomed with the roster of the Santa Fe Cleburne prior rights district as it stood on September 22, 1995 (and those who were in the Locomotive Engineer Training Program on that date and later established seniority on that district.) Once that is done, the post-merger engineers will be put back on the respective rosters in the same order as they presently stand.

C. In the event two or more employees have the same seniority date, they will be ranked in accordance with their relative standing on the pre-existing roster if they were on the same pre-existing roster, or if they were not on the same pre-existing roster, they will be ranked in accordance with their date of birth with older employees standing ahead of younger employees.

D. Prior rights Ft. Worth engineers on the Frisco's Ft. Worth Seniority District roster as it stood on September 21, 1995 and who were working out of the Ft. Worth source of supply at that time will have "bid behind" rights with a date of September 23, 1995 on the FWD Consolidated district and the Santa Fe Cleburne prior rights district. Engineers promoted or hired after the date of this Award on the FWD consolidated district, the SLSF Ft. Worth seniority district and Santa Fe's Cleburne seniority district will establish seniority on all three rosters.

Section 2

A. Engineers who have been topped and bottomed in accordance with Section 1 of this Article will have rights, but not obligations to positions protected by the roster(s) on which they have been topped and bottomed.

B. Engineers who were promoted later, and so not topped and bottomed in

accordance with Section 1 of this Article, will have rights and obligations to positions protected by the rosters on which they appear under the terms of the other Merger Implementing Agreements.

### Article 3 – Other Matters

#### Section 1

A. Engineers who have transfer rights under the BN 11/1/90 Agreement or the Santa Fe System Transfer Agreement and who have engineers' seniority dates subsequent to September 21, 1995 will have their date of arrival as the governing date for exercise of seniority in the consolidated terminal and on the other predecessor.

B. Engineers who have transfer rights under the BN 11/1/90 Agreement or the Santa Fe System Transfer Agreement and a transferred seniority date prior to September 22, 1995 will continue to have rights to transfer to the districts of that predecessor road after this agreement. Except as provided in this Section, their transferred seniority, under the terms of those Agreements, will apply to positions protected by the predecessor road from which they came.

For example, a BN Pacific Engineer, with a 1992 engineers' seniority date, transferring to Ft. Worth, could use his transferred date to access BN slots on the Ft. Worth Order of Selection List, or turns in the Wichita Falls-Ft. Worth pool.

C. However, Engineers who have transfer rights under the BN 11/1/90 Agreement or the Santa Fe System Transfer Agreement and a transferred seniority date prior to September 22, 1995 will not be able to bring their transfer agreement seniority rights across to the other predecessor. Rather, their seniority date on the other predecessor will be the date of their arrival on the district that is consolidated under the terms of this agreement.

For example, that same BN Pacific Engineer could not use his transferred date to access SF slots on the Ft. Worth Order of Selection List, or turns in the Gainesville-Temple ID pool; he could use the date of his arrival on the FWD Consolidated district for those purposes.

#### Section 2

Exercise of seniority to and service on a particular position, as well as applicable training practices and procedures, will continue to be governed by the Schedule Agreement that has been applicable to that particular position. For example, this will include training under pay if an engineer is force assigned under this Agreement.

Article 4 - General

Section 1.

A. The parties have negotiated this Agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement.

B. The parties will meet within 90 days of the implementation of this Agreement to review its operation.

Section 2

A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All preexisting agreements that do not conflict with the terms of this agreement remain in full force and effect.

B. This implementing agreement is made pursuant to the New York Dock (360 I. C. C. 60, 84-90) which, by this reference, are incorporated here.


C. Except as specifically provided, nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the New York Dock Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

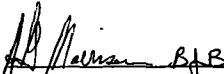
Section 3

This agreement will become effective upon execution by the parties or an the effective date of a New York Dock Section 4 Board's Award. It may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at FT Worth TX this 11th day of JANUARY, 2001


For BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

  
General Chairman

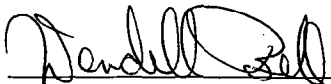
  
General Chairman

  
General Chairman

Approved:

  
Vice President - BLE

For THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.

  
General Director - Labor Relations

**BNSF**



WENDELL BELL  
General Director - Labor Relations

The Burlington Northern and Santa Fe Railway Company

P.O. Box 961030  
Ft. Worth, TX 76161-0030  
2600 Lou Menk Dr. - GL  
Ft. Worth, TX 76131-2830  
P: 817.352.1028 F: 817.352.7482 M: 817.939.8429  
E-Mail: wendellbell@bnsf.com

September 29, 2000

Mr. John Mullen, GC  
Bhd. of Locomotive Engineers

Mr. Austin Morrison, GC  
Bhd. of Locomotive Engineers

Mr. Tim Murphy, GC  
Bhd. of Locomotive Engineers

Gentlemen:

As we have discussed the consolidation of seniority for pre-merger Engineers at several of the BN - Santa Fe common points, it has become clear that there has been a problem with the language in the respective Implementing Agreements dealing with filling vacancies when a position goes no-bid. These changes update and revise the existing language in a way that takes into account the realities of the present work force and the seniority situation as it has developed in a way that the original language, which was reached well prior to implementation, could not. With these changes, I believe, a difficult and ongoing problem would be successfully resolved.

In order to rectify this problem at Ft. Worth and at Amarillo, Article 1, Section 4F of BNSF Merger Implementing Agreement Nos. 5 and 6 will each be changed to read as follows:

"F. 1. In the event a position goes no-bid, and it is to be filled by a BN employee under the Order of Selection List, the following procedures will apply:

1. Accept the bid from the senior engineer (from another predecessor) making application.
2. If none, force assign the junior demoted engineer working from a Ft. Worth (Imp 5) [Amarillo (Imp 6)] source of supply.
3. If none, recall the senior reserve board demoted engineer.
4. If none, force assign the junior demoted engineer promoted subsequent to September 22, 1995 who is working in an adjacent zone of that seniority district that is nearest (measured by highway miles) to Ft. Worth (Imp 5) [Amarillo (Imp 6)].
5. If none, present SF rules for filling assignments would apply.

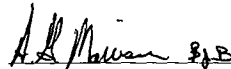
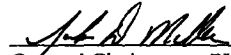
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F. 2. In the event a position goes no-bid, and it is to be filled by a SF employee under the Order of Selection List, the following procedures will apply:

1. Accept the bid of the senior engineer (from another predecessor) making application.
2. If none, force assign the junior demoted engineer working from a Ft. Worth (Imp 5) [Amarillo (Imp 6)] source of supply.
3. If none, recall the senior reserve board demoted engineer.
4. If none, force assign in accordance with governing Santa Fe rules."

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

  
General Chairman - BLE  
General Chairman - BLE  
General Chairman - BLE

Cc: Mr. Don Hahs, VP, BLE