

BNSF MERGER IMPLEMENTING AGREEMENT 17

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.

2. This agreement addresses a diversion of traffic from the former Frisco's Tulsa - Madill - Ft. Worth corridor to the former Frisco and Santa Fe's Tulsa - Black Bear - Oklahoma City - Ft. Worth corridor. It also addresses the changes in operations and terminals necessitated by this diversion.

IT IS AGREED:

Article 1 - Scope of this Agreement

Section 1

A. This agreement is strictly limited to freight trains moving between Tulsa and Oklahoma City and between Tulsa and the consolidated Ft. Worth terminal and grain trains which move from Tulsa to Galveston and Eagle Pass via the Ft. Worth consolidated terminal. These trains formerly moved between Tulsa and Oklahoma City via Sepulpa or between Tulsa and Ft. Worth via Madill.

B. No trains (except TUL-FTW as specified above) of any kind currently handled by the former Santa Fe employees in the various pools operating between Ft. Worth and Kansas City will be handled or operated by the pools established here.

C. Trading of trains (or swapping trains) between the former Santa Fe pools (or extra boards) and the former BN pools (or extra boards), while en route or at the initial terminal is prohibited.

Article 2 - Terminals, Train Operation Etc.

Section 1

Ft. Worth and Oklahoma City are established as the home terminals for the crews that are handling the trains covered by this agreement; Oklahoma City will be the away-from-home terminal for employees from Ft. Worth; Tulsa will be the away-from-home

terminal for employees from Oklahoma City.

Section 2

A 1. At Ft. Worth, a pool will be established to handle all trains covered by this agreement operating between Ft. Worth and Oklahoma City. Engineers' positions in this pool will be allocated on the following basis:

Turn 1-6	former BN (SLSF)
Turn 7	former ATSF
Turn 8	former BN (SLSF)
Turn 9-10 and higher	(Repeat sequence of turns 7 and 8)

A 2. On the assignments in this pool allocated to the former BN (SLSF), allocations will be on a 50-50 basis between the employees on the Ft. Worth District and the employees on the former Sherman District with engineers' seniority on that district as of April 15, 1981. As attrition of these employees occurs, assignment in this pool allocated to former BN employees will be awarded in accordance with the employees' standing on the Ft. Worth District roster. If no such bids are received, bids from the former ATSF would be accepted; if none, the assignment will be force assigned in the usual manner from the Ft. Worth District roster.

A 3. On the assignments in this pool allocated to the former ATSF, the senior employee from the Cleburne, Gainesville and Arkansas City prior rights seniority districts will be awarded the position. If no such bids are received, bids from the former BN (SLSF) would be accepted; if none, the assignment will be force assigned in the usual manner from the Ft. Worth District roster.

B. At Oklahoma City, a pool will be established to handle all through freight trains operating between Oklahoma City and Tulsa. For its establishment, all positions in this pool will be re-advertised, and then awarded in accordance with the allocation set forth in this paragraph. Assignments in this pool will initially be allocated on a 50-50 basis between employees on the Tulsa District and Western District (subject to "prior rights" of former Oklahoma City District employees as defined in Memorandum of Agreement dated January 21, 1999) with seniority as engineer on the effective date of this agreement.

As attrition of these employees occurs, assignments in this pool will be awarded based upon the employees' standing on the Western District roster (subject to "prior rights" of former Oklahoma City District employees as defined in Memorandum of Agreement dated January 21, 1999).

Article 3 - Extra Service, Train Operation Etc.

Section 1

A. The trains handled by the Oklahoma City pool may operate between the terminals of Tulsa and Oklahoma City via either the Sapulpa or the Black Bear route.

B. Mileages for these runs are as follows:

Ft. Worth - Oklahoma City	190
Tulsa - Oklahoma City (via Sapulpa)	114
Tulsa - Oklahoma City (via Black Bear)	154

Section 2

A. All temporary vacancies and extra service in the pool at Ft. Worth will be handled by the Ft. Worth District Engineers' Extra Board. Former Sherman District Engineers will have an allocation of one position on that Extra Board.

B. All temporary vacancies and extra service in the pool at Oklahoma City will be handled by the Oklahoma City District Engineers' Extra Board. Tulsa District engineers with a seniority date as engineer as of the effective date of this agreement will have an allocation of one position on that Extra Board.

Section 3.

A. Hours of Service relief on trains destined to Ft. Worth will be by yard crews when the train is within the limits permissible under national agreements. If no yard crew is readily available to perform this service, or if the train has died outside those limits, employees assigned to the Ft. Worth District Engineers' Extra Board will be used.

B. Hours of Service relief on trains destined to Tulsa will be by yard crews when the train is within the limits permissible under national agreements. If no yard crew is readily available to perform this service, or if the train has died at or east of Morrison, the Tulsa Engineers' Extra Board will be used; if the train has not reached Morrison, an Oklahoma City Tulsa pool engineer will be used.

C. Hours of Service relief on trains destined to Oklahoma City from Ft. Worth will be by yard crews when the train is within the limits permissible under national agreements. If no yard crew is readily available to perform this service, or if the train has died outside those limits, it will be permissible to use the first-out Ft. Worth crew at Oklahoma City to perform the hours of service relief. Upon arrival at Oklahoma City, the relieving crew will be immediately deadheaded home. Otherwise, first, a pool or second, an extra board crew from the home terminal would be used to provide the necessary relief.

D. Hours of Service relief on trains destined to Oklahoma City from Tulsa will be by yard crews when the train is within the limits permissible under national agreements. If no yard crew is readily available to perform this service, or if the train has died outside those limits, the Oklahoma District Engineers' Extra Board will be used.

Article 4 - Other Matters

Section 1

The Company will attempt to give "prior rights" Sherman district employees (who do not move their residences from Sherman/Madill to Ft. Worth and who are assigned at Ft. Worth) a 3-hour advance call when they are being called to go on duty at Ft. Worth. The Company will attempt to give "prior rights" Tulsa district employees (who do not move their residences from Tulsa to Oklahoma City and who are assigned at Oklahoma City) a 3-hour advance call when they are being called to go on duty at Oklahoma City. It is recognized that this may not be practical or possible in all cases, but a good-faith effort will be made. However, penalties will be governed by a two-hour standard.

## Section 2

A. For a one year period after initiation of operations, Tulsa District engineers who are successful bidders for Tulsa-allocated positions at Oklahoma City, as well as any former Sherman District engineers who are successful bidders for Sherman-allocated positions at Ft. Worth, and who make an actual *bona fide* change in residence will receive all the benefits of the BLE Moving Benefits Package, signed on February 19, 1996.

Payments will not be made during the first 60 days after the initiation of operations. Employees who occupy permanent positions at Ft. Worth and Oklahoma City on the 60th day can request moving benefits under the BNSF/BLE Moving Benefits agreement. It is understood that the carrier will determine the number of moving benefit packages available, but in any event moving packages will only be payable to employees who do not presently work at Ft. Worth or Oklahoma City and who make bona fide moves to Ft. Worth, or Oklahoma City and such packages will not be offered after 1 year.

B. Beginning on the date assigned and continuing for 2 years thereafter, any employee who is assigned to one of the new positions and has received the BLE Moving Benefits Package cannot be displaced by a senior employee, unless the senior employee is unable to hold an assignment on his/her home seniority district. (This does not preclude normal seniority exercise and choice of assignments among employees in the newly established pools.)

C. Any employees who are awarded, or force assigned to these newly-established positions and who elect to receive the benefits of the BLE Moving Benefits Package will have a right of return to their former location by virtue of exercising their pre-existing seniority rights only upon the expiration of a two year period running from the date they took the new assignment. Any other employees who are awarded, or force assigned to these newly-established positions will have a right of return to their former location by virtue of exercising their pre-existing seniority rights.

D. The transfer allowances and lump sum allowances set forth in the BLE Merger Moving Benefits package will be available only after the employee has made and completed a bona fide change in residence.

E. Engineers who do not live in the Ft. Worth area on the date of this agreement who take permanent assignments in Ft. Worth and who do not accept a lump sum allowance in lieu of moving or any moving benefits and elect to waive any entitlement to such benefits will receive a driving allowance when they drive a personal vehicle to Ft. Worth to work. However, if an engineer elects to move after receiving the driving allowance, the amount of the driving allowance received by the engineer will be used to offset any monies paid by the company for the move. The company will pay the IRS authorized mileage allowance to such engineers until six years after the date of this agreement.

## Section 3

A. Section 14 of the Ft. Worth - Madill ID Agreement of March 27, 1981 will apply to the pre-November 1, 1985 employees who work on the runs established here.

B. Section 15 of the Ft. Worth - Madill ID Agreement of March 27, 1981 will apply to the pre-November 1, 1985 employees who work on the runs established here.

C. The Frisco extra board guarantee will apply to both of the pools established here for the first six months after this run is established. The parties also understand and agree that this guarantee may be extended beyond that time, particularly if there is excessive deadheading between Oklahoma City and Tulsa.

D. If this agreement ratifies, the four (4) engineers in the Oklahoma City - Tulsa pool on January 7, 2000 will be automatically certified as displaced/dismissed employees within the meaning of Section 5 and 6 of the New York Dock Conditions.

Article 5 - 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 5 days' written notice from the carrier, after execution by the parties. It may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at FT Worth TX this 10th day of MARCH, 2000

for BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

for THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.

TE Murphy

Dardell

General Chairman

General Director - Labor Relations

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

Approved:

  
\_\_\_\_\_  
Vice President

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**BNSF**



WENDELL BELL  
*General Director - Labor Relations*

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April 17, 2000

Mr. Tim Murphy, GC  
Bhd. of Locomotive Engineers

Dear Mr. Murphy:

This letter will confirm our discussion on April 7, concerning the latest DFW Re-Write of the Transportation Service Plan, and its impact on our BNSF Merger Implementing Agreement 17.

After extended discussions, it was agreed that:

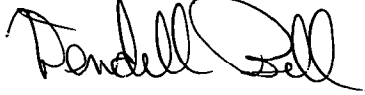
1. The work allocation specified in Article 2, Section 2B of BNSF Merger Implementing Agreement 17 is modified. The "50-50 basis" will operate by giving the Tulsa District the 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup> and 8<sup>th</sup> turns in this pool, with the Western District filling the remainder. In the event there is an odd number of turns in this pool, the last odd-numbered turn will be shared on an equal basis between the two districts (e.g. 50-50) in a method worked out by the involved local chairmen. If the local chairmen are unable to agree on the method of equalizing that odd numbered turn, the general chairman and the general director of labor relations will resolve the matter. In this situation, Tulsa District employees will not be afforded moving benefits; instead, they will be provided lodging, at company expense, at Oklahoma City (but not also at Tulsa).
2. The second sentence of Article 3, Section 3B is changed to read: If no yard crew is readily available to perform this service, an Oklahoma City – Tulsa pool engineer will be used.
3. In connection with "odd" turns in the pools established at Fort Worth and at Tulsa: When the initial assignments in this pool is made, the most senior engineer from either district assigned will be identified as Pool No. 1; Pool No. 2 would then be assigned to the senior engineer from the other district; Pool No. 3 would then be assigned to the next senior engineer from Pool No. 1's district, etc. In the event there is an odd number of turns in either of this pool, it will be shared on an equal basis between the two districts (e.g. 50-50) in a method worked out by the involved local chairmen. If the local chairmen are unable to agree on the method of

equalizing an odd numbered turn, the general chairman and the general director of labor relations will resolve the matter.

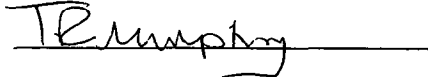
- 4. The parties agree that the company may go forward with this operation pending ratification.

Please indicate your acceptance of these understandings by signing this letter.

Sincerely,



Agreed:



cc: Mr. Don Hahs, VP, BLE

**BNSF**



WENDELL BELL  
*General Director - Labor Relations*

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July 27, 2000

Mr. Tim Murphy, GC  
Bhd. of Locomotive Engineers

Dear Mr. Murphy:

This letter modifies our letter agreement of April 11, to the extent specified here.

We have agreed that paragraph 3 of that letter agreement will apply at Tulsa, as well as at Ft. Worth, and will govern the manner in which the Oklahoma City - Tulsa pool will be managed.

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

Sincerely,

Accepted:

  
General Chairman - BLE