

BNSF MERGER IMPLEMENTING AGREEMENT 17A

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 amends BNSF Merger Implementing Agreement 17 to remedy the operational difficulties and train-symbol-specific seniority limitations that arose from that earlier agreement and its subsequent side letters and interpretations. This agreement also covers subsequent diversions of trains from the former Frisco's Tulsa - Madill - Ft. Worth corridor to the Tulsa - Black Bear/Perry - Oklahoma City - Ft. Worth corridor and, under the BN-Santa Fe merger, fully integrates operations along the Oklahoma City corridor.

IT IS AGREED:

Article 1 - Scope of this Agreement

Section 1

A. This agreement covers all freight trains moving between Black Bear/Perry and the consolidated Ft. Worth terminal.

B. All trains moving between Tulsa (and beyond) and Ft. Worth (and beyond) will be handled by the former Frisco pools at Ft. Worth and Oklahoma City.

C. All trains moving between Arkansas City, Kansas (and beyond) and Ft. Worth (and beyond) will be handled by the former Santa Fe pools at Arkansas City, Gainesville and Temple (and the Santa Fe extra list at Alliance) as appropriate. Former Santa Fe pools will also handle trains originating or terminating at stations along the Black Bear/Perry - Ft. Worth corridor (other than the consolidated Ft. Worth and Oklahoma City terminals) at least to the next crew change point.

Example: On a Springfield-Davis train, an Oklahoma City Frisco pool crew would handle the train from Tulsa to Oklahoma City. Then, an Ark City-Gainesville ID pool crew would handle the train from Oklahoma City to Davis, and not a Ft. Worth Frisco pool crew even if a light engine movement is made from Davis on to Ft. Worth.

D. 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 - Train Operation

Section 1

It is recognized that all of these engineers may perform any necessary work at any location on this route under the terms of the applicable collective bargaining agreement.

Section 2

The Gainesville – Purcell turnaround local, the Ark City – Oklahoma City local, and the Ardmore and Oklahoma City road switchers will not be eliminated due to the terms and conditions of this agreement.

Article 3 – Allocations

Section 1

A. Engineers' positions in the Oklahoma City – Tulsa pool will be allocated on the following basis:

Turn 1-12	former BN (SLSF)
Turn 13	former ATSF
Turn 14	former BN (SLSF)
Turn 15 and higher	(Repeat sequence of turns 13 and 14)

B. Engineers' positions in the Ft. Worth - Oklahoma City pool will be allocated on the following basis:

Turn 1-10	former BN (SLSF)
Turn 11	former ATSF
Turn 12	former BN (SLSF)
Turn 13 and higher	(Repeat sequence of turns 11 and 12)

C. Engineers' positions in the Arkansas City end of the Arkansas City - Gainesville pool will be allocated on the following basis:

Turn 1-16	former ATSF
Turn 17	former BN (SLSF) ¹
Turn 18	former ATSF
Turn 19 and higher	(Repeat sequence of turns 17 and 18)

D. Engineers' positions in the Gainesville end of the Arkansas City - Gainesville pool will be allocated on the following basis:

Turn 1-12	former ATSF
Turn 13	former BN (SLSF) ¹

¹ Former BN (SLSF) engineers will not receive allocations under paragraphs C and D until an aggregate of 28 turns have been reached in the Arkansas City – Gainesville pool.

Turn 14 former ATSF
Turn 15 and higher (Repeat sequence of turns 13 and 14)

Section 2

A. 1. Arkansas City engineers will take ATSF-allocated turns in the Oklahoma City - Tulsa pool.

A. 2. Gainesville engineers will take the ATSF-allocated turns in the Ft. Worth - Oklahoma City pool.

A. 3. Zone 2 (Madill ID Agreement) engineers will take the BN (SLSF) allocated turns at Gainesville; Oklahoma City and Zone 1 (Madill ID Agreement) engineers will take the BN (SLSF) allocated turns at Arkansas City. The manner in which the allocations will be shared (for instance, between Arkansas City and Gainesville; and between Oklahoma City and Tulsa) will be by a method worked out by the involved local chairmen. If the local chairmen are unable to agree on the method of distributing the allocations, the general chairmen and the general director of labor relations will resolve the matter.

B. If an allocated position goes no-bid by people with prior rights to that allocation, the senior bidder without the applicable prior rights will be awarded the position. For purposes of this agreement only, the junior demoted engineer at the location of the vacancy will be force assigned; if none, applicable schedule rules will govern.

Section 3

Employees taking an allocation at other than their own home terminal will not be afforded any moving benefits. Instead, if requested, the company will provide lodging for such successful bidders at the home terminal of the pool in which they are working.

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 provisions of pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All provisions of 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 Conditions (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 _____ this _____ day of _____, 2003

for BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

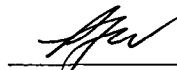
for THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.



General Chairman



General Director - Labor Relations



General Chairman

Approved:



Vice President

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., OOB-GL
Ft. Worth, TX 76131-2830
Phone 817.352.1028
Mobile 817.939.8429
Fax 817.352.7482
E-mail wendell.bell@bnsf.com

June 11, 2003

Mr. Rick Gibbons, GC
Bhd. of Locomotive Engineers

Mr. Pat Williams, GC
Bhd. of Locomotive Engineers

Gentlemen:

In connection with Article 3 – Allocations of BNSF Merger Implementing Agreement 17A, in the event of a line sale or lease resulting in a cessation of BNSF train operations along the line from Sapulpa to Irving, Section 1 A and B shall be changed to read:

A. Engineers' positions in the Oklahoma City – Tulsa pool will be allocated on the following basis:

Turn 1-14	former BN (SLSF)
Turn 15	former ATSF
Turn 16	former BN (SLSF)
Turn 17 and higher	(Repeat sequence of turns 15 and 16)

B. Engineers' positions in the Ft. Worth - Oklahoma City pool will be allocated on the following basis:

Turn 1-13	former BN (SLSF)
Turn 14	former ATSF
Turn 15	former BN (SLSF)
Turn 16 and higher	(Repeat sequence of turns 14 and 15)

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

Sincerely,

Accepted:

General Chairman