

BNSF MERGER IMPLEMENTING AGREEMENT 15  
Between  
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY  
And The  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The purpose of this agreement is to provide for expedited changes in services, facilities, operations, seniority districts, and existing collective bargaining agreements 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 merger proposed in that Finance Docket to be immediately operated in the most efficient manner as one completely integrated railroad.

**Consolidation of the Enid Terminal**

**IT IS AGREED:**

1. The present terminal and switching limits of the Enid yards currently subject to the collective bargaining agreements associated with the Santa Fe Railway Company (SF) or the St. Louis-San Francisco Railway Company (Frisco) shall be consolidated. The existing general switching limits for the consolidated yard at Enid shall not be changed by the terms of this Agreement.

2. Except as provided under this Section and Section 4 hereof, the collective bargaining agreements applicable to the former Frisco shall apply to yard crews operating within the consolidated terminal.

2.1 BN prior righted employees shall receive the BN rates of pay, and shall select their vacations under the terms and conditions in effect under the Frisco collective bargaining agreements in effect, at this location, prior to the effective date of this agreement.

2.2 Except as provided under Section 3.4 hereof, ATSF prior righted employees shall receive the ATSF rates of pay, and shall select their vacations under the terms and conditions in effect under the ATSF collective bargaining agreements in effect, at this location, prior to the effective date of this agreement.

2.3 Non prior righted employees shall receive the BN rates of pay.

3. Prior rights.

3.1 Employees who established seniority on BN's Western Seniority District prior to September 22, 1995, shall be considered as former BN prior righted employees.

3.2 Employees who established seniority on the Santa Fe's Seniority District #3 prior to September 22, 1995, shall be considered as former ATSF prior righted employees.

3.3 64% of the yard assignments in the consolidated Enid Terminal shall be designated as BN prior rights, 36 % of the yard assignments in the consolidated Enid Terminal shall be ATSF prior rights.

3.4 A separate road/yard guaranteed extra board, subject to the provisions under the former BN (SLSF) collective bargaining agreements, shall be established at Enid to protect yard service vacancies at Enid.

3.4.1 The provisions of this Section shall expire on the date six (6) years from implementation of this Agreement.

3.4.2 There shall be a minimum of one position on this guaranteed extra board.

3.4.3 In the event that the guaranteed extra board established under this Section is exhausted, Enid yard vacancies shall be filled from the preexisting combination extra board at Enid. There shall be no exclusion of earnings realized by the called Engineer as far as being applied against the preexisting combination extra board's guarantee.

3.4.3.1 For purposes of applying Article 25, Section B of the applicable agreement concerning "Resting at Home Terminals," when determining whether or not there are "... rested and available Extra Engineers ..." consideration shall be given to the extra board provided for under this Agreement, as well as the preexisting extra board at Enid.

#### 4. Allocation of Yard Assignments

4.1 The allocation of yard assignments on the above percentage basis shall be accomplished by giving preference to the assignment of engineers in the number order specified on the BNSF-BLE Enid Order of Selection List, appended to this Agreement as Attachment "A."

4.2 Senior Engineer applicants shall be awarded Order of Selection number in the order of their standing on their respective seniority rosters and corresponding with the percentage allocations set out in Section 3.3, and reduced to numerical order by the Attachment A table. This number will denote the Engineer's standing

in the terminal for the selection of regular yard assignments until displaced by a senior engineer from his seniority district.

4.3 At least fifteen (15) days prior to the date of consolidation, all yard assignments in the Enid Terminal shall be advertised (with general job descriptions) to engineers on the SF's Seniority District #3 and the BN's Western Seniority District.

4.4 Bids shall be accepted for seven (7) days and assignments of Order of Selection numbers and positions in the Enid Terminal shall be awarded on the twelfth (12) day. When submitting bids, engineers must specify the order of preference to all positions desired in the Enid Terminal in the order of their preferences, as by applying Order of Selection numbers, first preferences may not be available to their seniority district.

5. Engineers promoted or hired after September 21, 1995, on BN's Western Seniority District and Santa Fe's Seniority District #3 shall establish seniority on both rosters.

6. If and when the seniority of BN and Santa Fe engineers is consolidated, employees who establish seniority on or before September 21, 1995, on either roster (BN or Santa Fe) shall be placed on the other roster with a seniority date of September 21, 1995, and such employees shall be ranked in accordance with their standing on the former home road (BN or Santa Fe) consolidated roster.

7. The elements contained within this Section are included strictly and only in exchange for the Organization's cooperation in expeditiously reaching a voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the *New York Dock* Conditions. Since these elements go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they have no applicability or argumentative force in *any other setting, including failure of ratification.*

7.1 Engineers who had the preponderance of service working in or associated with yard service at Enid during the month of August, 1997, or Roadmen who had the preponderance of service working in or associated with roadswitcher assignments at Enid during the month of August, 1997, will be automatically certified as eligible for displacement or dismissal allowances on the date this Agreement is made effective.

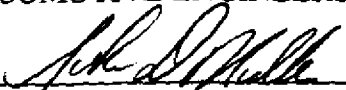
7.1.1 Notwithstanding anything in the New York Dock Conditions, displacement or dismissal allowances payable to employees who receive this automatic certification will be reduced for each day that they individually lose under any emergency conditions (such as flood, snowstorm, tornado, earthquake, or fire) that cause any reduction or suspension of any operations in the consolidated terminal. Such allowances shall also be suspended in

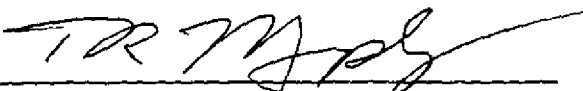
the quarter following any quarter in which BNSF's Operating Revenues (as publicly reported) declines by more than 5% from the same quarter in the preceding year.

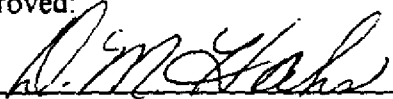
8. Once the terminal is consolidated, there shall be no restrictions on the yard work a yard crew can perform under the collective bargaining agreement applicable within the consolidated terminal, i.e., there shall be no former BN or former Santa Fe exclusive work within the limits of the terminal.
9. In situations where yard crews may properly perform service outside of switching limits, such service may be assigned to any yard crew in the consolidated terminal.
10. Road-yard Service Zones, as they existed on September 21, 1995, are neither contracted nor expanded by this Agreement, but any yard crew can perform any permissible work within such zones.
11. Each assignment shall have one designated on- and off-duty point, that may vary between assignments. Such designations are subject to change in accordance with schedule agreements.
12. Except as provided here, road crews operating into or out of the consolidated terminal and switching limits shall be governed by their respective collective bargaining agreements. Road mileage payable to crews operating into the consolidated terminal will be computed on the basis of the schedule rules dealing with the calculation of mileage allowances that are currently in effect under the appropriate collective bargaining agreement.
13. All preexisting agreements that conflict with the terms of this Agreement are eliminated to the extent of the conflict.
14. This Implementing Agreement is made pursuant to the New York Dock Conditions (Finance Docket No. 28250) which, by this reference, are incorporated here.
15. 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 Section 11 of this Agreement.
16. This Agreement shall become effective on the date indicated below and may later be changed by mutual agreement or in accord with *New York Dock Conditions*.

Signed at Oklahoma City, OK. on 3-12, 1998, and effective 7-15, 1998


FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:

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

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

Approved:  
  
\_\_\_\_\_  
International Vice President

FOR THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY COMPANY:

  
\_\_\_\_\_  
Assistant Vice President Labor Relations

  
\_\_\_\_\_  
General Director Labor Relations

  
\_\_\_\_\_  
Director Labor Relations

**ORDER OF SELECTION FOR ENID AT 64% TO 36%**

1. BN
2. SF
3. BN
4. BN
5. SF
6. BN
7. BN
8. SF
9. BN
10. BN