

BNSF MERGER IMPLEMENTING AGREEMENT 16
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 Oklahoma City Terminal

IT IS AGREED:

1. The present terminal and switching limits of the Oklahoma City yards currently subject to the collective bargaining agreements associated with the Santa Fe Railway Company or the St. Louis-San Francisco Railway Company shall be consolidated. The existing general switching limits for the consolidated yard at Oklahoma City 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 Santa Fe 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 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 ATSF rates of pay.
 - 2.4 The separate road/yard extra boards under both the BN and ATSF Agreements shall be maintained for a period of time not less than six (6) years from the time this Agreement is implemented to protect temporary vacancies in yard service on the respective allocated positions.

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2.4.1 If any party desires to cancel the provisions of this Section upon the expiration of the six (6) year period provided above, the parties shall meet not less than ninety (90) days prior to such cancellation in order to determine the process of dealing with allocations and order of selection equities.

2.4.2 The number of engineers on each board shall be not less than 25% of the yard job allocations provided under Section 3.3 hereof at Oklahoma City.

2.4.3 In the event one extra board is exhausted, yard service vacancies in the consolidated terminal shall be filled by the other extra board.

2.4.4 In the event both extra boards are exhausted, the senior available yard engineer in the terminal with request to work in emergency service shall be used.

2.4.5 In the event the vacancy is not filled under 2.4.3 or 2.4.4 above, the senior demoted engineer, holding seniority on the seniority district applicable to the job upon which the allocation is based, who is rested and available at Oklahoma City, shall be used.

2.5 Subject to the other provisions of this Section, extra yard engines shall be called off of the extra board covering the on-duty location, i.e., extra engines at Flynn and GM Yards shall be filled from the ATSF combination extra board, extra engines at North Yard shall be filled from the SLSF combination extra board.

2.5.1 Should the application of Section 2.5 result in allocation inequities, the Local Chairmen shall meet to determine a method whereby the allocations can be adjusted to preserve the percentages provided under Section 3.3 hereof.

3. Prior rights.

3.1 Employees who established seniority on BN's Oklahoma City 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 District #3 prior to September 22, 1995, shall be considered as former ATSF prior righted employees.

3.3 16% of the yard assignments in the consolidated Oklahoma City Terminal shall be designated as BN prior rights and 84 % of the yard assignments in the consolidated Oklahoma City Terminal shall be designated as ATSF prior rights

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 Oklahoma City 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 Oklahoma City Terminal shall be advertised (with general job descriptions) to engineers on the SF's Seniority District #3 and the BN's Oklahoma City Seniority District.

4.4 Bids shall be accepted for seven (7) days and assignments of Order of Selection numbers and positions in the Oklahoma City 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 Oklahoma City Terminal in the order of their preferences, as by applying Order of Selection numbers, first preferences may not be available to their seniority district.

4.5 In the event a position is not filled account no bids from Engineers on the applicable seniority roster, Engineers on the other seniority roster who have made application for the position shall be assigned in seniority order.

4.6 In the event the position is not filled as provided under this Section, it shall be force assigned pursuant to the provisions of the applicable ATSF Agreement.

5. Engineers promoted or hired after September 21, 1995, on BN's Oklahoma 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 Oklahoma City 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. BN prior rights extra board employees required to report for duty at Flynn Yard, or BN prior rights employees force assigned to Flynn Yard, shall be allowed 15 automobile miles, at the applicable rate. This allowance shall expire 6 years from the effective date of this Agreement.

13. BN prior rights extra board employees required to report for duty at GM Yard, or BN prior rights employees force assigned to GM Yard, shall be allowed 24 automobile miles, at the applicable rate. This allowance shall expire 6 years from the effective date of this Agreement.

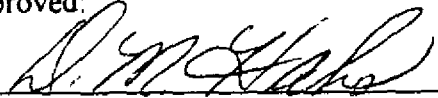
14. ATSF prior rights extra board employees required to report for duty at BN's North Yard, or ATSF prior rights employees force assigned to BN's North Yard, shall be allowed 15 automobile miles, at the applicable rate. This allowance shall expire six (6) years from the effective date of this Agreement.
15. 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 that basis of the schedule rules dealing with the calculation of mileage allowances that are currently in effect under the appropriate collective bargaining agreement.
16. If and when seniority of former BN and former SF engineers is consolidated, employees who establish seniority on or before September 22, 1995 on either roster(s) (BN or SF) will be placed on the opposite roster with a seniority date of September 21, 1995 and such employees will be ranked in accordance with their standing on the former home road (BN or SF) consolidated roster.
17. All preexisting agreements that conflict with the terms of this Agreement are eliminated to the extent of the conflict.
18. This Implementing Agreement is made pursuant to the New York Dock Conditions (Finance Docket No. 28250) which, by this reference, are incorporated here.
19. 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.
20. This Agreement shall become effective on the date indicated below and may later be changed by mutual agreement or in accord with the *New York Dock Conditions*.

Signed at Oklahoma City, OK. on June 15, 1998, and effective July 15, 1998.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:


General Chairman

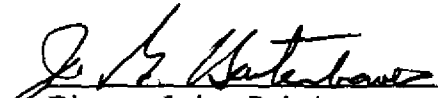

General Chairman

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 OKLAHOMA CITY AT 84% TO 16%

SF (1)	SF (21)
SF (2)	BN (22)
SF (3)	SF (23)
BN (4)	SF (24)
SF (5)	SF (25)
SF (6)	SF (26)
SF (7)	SF (27)
SF (8)	SF (28)
SF (9)	BN (29)
BN (10)	SF (30)
SF (11)	SF (31)
SF (12)	SF (32)
SF (13)	SF (33)
SF (14)	SF (34)
SF (15)	BN (35)
BN (16)	SF (36)
SF (17)	SF (37)
SF (18)	SF (38)
SF (19)	SF (39)
SF (20)	SF (40)