

BNSF MERGER IMPLEMENTING AGREEMENT 18C

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 Oklahoma City - Enid 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:

SLSF Western and SF Seniority District #3

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 Oklahoma City - Enid, 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).

B. 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.

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 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 Enid, could use his transferred date to access BN slots on the Oklahoma City Order of Selection List, or turns in the Enid - Tulsa pool.

B. 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 Oklahoma City Order of Selection List, or turns in the Gainesville – Arkansas City ID pool; he could use the date of his arrival on the SLSF Western Consolidated district for those purposes.

C. 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.

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

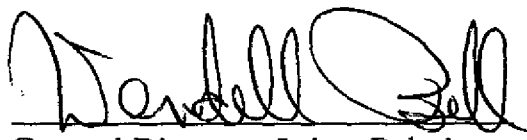
This agreement will become effective upon 5 days' written notice from the carrier, after execution by the parties. It may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at _____ this _____ day of _____, 2001

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 - BLE