

# HBT TRACKAGE RIGHTS IMPLEMENTING AGREEMENT

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY Co.

and

HOUSTON BELT & TERMINAL RAILWAY Co.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. 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 trackage rights approved by the Surface Transportation Board in Finance Docket No. 33463, which, along with the rights granted to UP-SP will result in a takeover of all the operations of the HBT and its effective dissolution. The purpose is also to allow for integration of these trackage rights operations with other BNSF operations.

2. This particular Agreement covers immediate operations in the Houston terminal only.

IT IS AGREED:

## Article 1 - Selection of Forces

### Section 1

The operational plan for the Houston Belt & Terminal contemplates the transfer of the appropriate number of engineers, based on the attached formula, from HBT to BNSF.

### Section 2

HBT employees may elect to transfer to BNSF by bidding on and being awarded the positions as set forth above. Seniority under HBT-BLE rules and agreements shall determine which bidder will be awarded which position. If a sufficient number of HBT employees do not voluntarily transfer to BNSF, HBT engineers will be required to transfer in reverse seniority order to BNSF until the required number of engineers have been transferred.

### Section 3

A. HBT employees who come into BNSF's employ will secure seniority standing on a BNSF (former HBT) Engineers' Seniority Roster in accordance with their seniority standing and dates on the former HBT.

B. HBT employees who come into BNSF's employ will be treated, on BNSF, as having their original HBT Engineers' seniority date for all longevity related purposes, including application of entry rates, vacations, personal leave days, pre- and post-1985 status, 401(k) coverage and so on.

## Article 2 - Seniority

### Section 1.

The territory is incorporated as a separate HBT seniority district under the former Santa Fe Northern - Southern Lines Engineers' Schedule. However, it is understood that such designation does not create operational restrictions where such operational restrictions did not exist before this Implementing Agreement.

### Section 2

Former HBT employees who take positions with BNSF will have prior rights to assignments on the former HBT. If a position goes no-bid, then Houston - Galveston and Joint Texas Division engineers may bid for and be awarded such positions, based on their engineer's promotion date. This is a right but not an obligation.

### Article 3 - Supplements

The elements contained within this article 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 Norfolk & Western Conditions. Since these elements go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they shall have no application, precedential value or persuasive force in **any** other setting, including failure of ratification.

#### Section 1

HBT will provide Engineers with test period averages. If any HBT employees who come into BNSF's employ have lower earnings in any of their first six months with BNSF than those test period averages, they will be considered to be and treated as adversely affected by this transaction.

#### Section 2

If sufficient jobs are not available on the former HBT for former HBT employees who come into BNSF's employ, they will be offered employment opportunities elsewhere on BNSF system.

#### Section 3

A. The single yard extra board at Houston will be a guaranteed board, as provided in Santa Fe's January 1, 1990 Agreement as updated and modified.

B. The single yard extra board at Houston will have a coverage ratio of not less than 15% of the number of yard engineer positions in the consolidated Houston terminal.

### 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 Norfolk & Western Conditions 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 Norfolk & Western 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 company. It may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 1997

for BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

for THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.

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

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

  
\_\_\_\_\_

for HOUSTON BELT AND TERMINAL