

IMPLEMENTING AGREEMENT NO. 2

between

BURLINGTON NORTHERN RAILWAY
ATCHISON, TOPEKA AND SANTA FE RAILWAY
and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS (BLE)

Section A

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 to be 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.

IT IS AGREED:

Article I - Galesburg/Chicago

Section 1 - Routes and Mileage

A pool of Engineers, composed of former BN and former Santa Fe engineers, headquartered at Galesburg will operate between Galesburg and Chicago using either Burlington Northern's route to Cicero or Santa Fe's route to Corwith. Crews operating between Galesburg and Chicago will be paid the following miles based on the route they use:

<u>Route</u>	<u>Westbound</u>	<u>Eastbound</u>
Burlington Northern -	161	160
Santa Fe -	172	172

Engineers working between Galesburg and Chicago can use either the Santa Fe route (via Chillicothe) or the Burlington Northern route (via Galesburg and Aurora), on their return trip to their home terminal regardless of the route used on the trip to the away from home terminal or the location where the engineer was lodged.

Engineers operating between Galesburg and Cicero or Corwith will be marked up in one pool at the away from home terminal, and all engineers will go on and off duty at Corwith.

Section 2 - Lodging

Engineers can be lodged at either the Burlington Northern Cicero lodging facility or the Santa Fe Corwith lodging facility or one common lodging facility, provided that the lodging facility utilized meets the minimum standards of one or both existing agreements which describe the standards that lodging facilities must meet.

Section 3 - Seniority

A. The allocation of jobs in this service will be based on the following ratio which represents the number of jobs to which employees from each railroad are entitled:

<u>Road</u>	<u>Ratio</u>
Burlington Northern -	
Santa Fe -	

B. If engineers from the former Santa Fe have rights to allocated positions at Galesburg, those positions will be filled by Santa Fe employees under the agreement provisions covering Santa Fe employees filling permanent and temporary assignments, and those positions will be considered to be positions on the Illinois 1&2 seniority district.

Section 4 - Applicable Agreement

All employees working in this service will work under the terms of the collective bargaining agreements applicable to them on their home roads, except as provided herein.

Section 5 - Hours of Service Law Relief

Hours of service law relief on either the former BN line or the former Santa Fe line between Galesburg and Chicago (Cicero or Corwith) will be handled in accordance with existing BN rules and/or practices.

Section 6 - The Streator Pool

The carrier may elect to reduce the Santa Fe Streator Pool at Ft. Madison to no engineers or abolish that pool. Work formerly performed by the Streator Pool at Ft. Madison will be handled by the Galesburg/Chicago Pool headquartered at Galesburg. When an engineer is called from the Galesburg/Chicago Pool to operate a train to Streator, the engineer can be turned around and handle another train back to Galesburg and be paid one basic day each direction. If management projects that there will be a train at Streator to be handled to Galesburg so that a crew can be put on duty within twelve hours of their off-duty time to handle that trains to Galesburg, crews can be tied up for rest at Streator. When tied up at Streator, train crews will be paid as follows: engineers tied up at Streator will be paid held time, on a minute basis after ten (10) hours off duty at Streator. If for any reason, the carrier is still not be able to order one of these engineers on duty within twelve (12) hours¹ of his off duty time, the carrier can utilize either one of the following options: 1) The engineer will be placed on duty and deadheaded to Galesburg and paid one basic day, or 2) The engineer will be placed on duty and deadheaded to Chicago to protect service between Chicago and

¹ An engineer who is not placed on duty within twelve (12) hours from his off-duty time at Streator will be paid a penalty payment of one basic day.

Galesburg. In the later case, the engineer will be paid one basic day for the deadhead between Streator and Chicago and will be placed first-out in the Galesburg/Chicago pool when rested, if necessary.

Engineers from the Galesburg/Chicago Pool can also handle their train from Galesburg to Streator, leave the train at Streator, and be transported to Chicago and placed in the away from home terminal pool. The Carrier can also call the first out Galesburg/Chicago Pool engineer at the away from home terminal (Chicago) and transport that engineer from Chicago to Streator to handle a train from Streator to Galesburg. Hours of service law relief will be handled by the appropriate Galesburg extra board (currently Aurora).

Article II - Ft. Madison/Chicago Service

Section 1 - Routes and Mileage

Santa Fe engineers headquartered at Ft. Madison will continue to operate between Ft. Madison and Chicago and will be able to use either Santa Fe's route to Corwith or BN's route (via Galesburg and Aurora) to Cicero. Engineers operating in this service will be paid the following miles based on the route they use when they tie up at Corwith:

<u>Route</u>		<u>Westbound</u>	<u>Eastbound</u>
Santa Fe	-	230	230
Burlington Northern	-	218	217

Engineers can use either the Santa Fe route (via Chillicothe) or the BN route (via Aurora and Galesburg) when operating between Ft. Madison and Chicago, on their return trip to their home terminal regardless of the route used on the trip to the away from home terminal or the location where the crew was lodged.

Section 2 - Lodging

Engineers can be lodged at either the Burlington Northern Cicero lodging facility or the Santa Fe Corwith lodging facility or one common lodging facility, provided that the lodging facility utilized meets the minimum standards of one or both of the applicable agreements which describe the standard that lodging facilities must meet.

Section 3 - Applicable Agreement

All employees working between Ft. Madison and Chicago will work under the terms of the collective bargaining agreements applicable to Santa Fe employees represented by the Brotherhood of Locomotive Engineers.

Section 4 - Hours of Service Law Relief

When it is necessary to call a road engineer out of a terminal to relieve a engineer tied up under the Hours of Service Act, the following will prevail:

Westbound Trains

Relief Provided

Between Chicago and
Chillicothe, including
Chillicothe on Santa
Fe or between Chicago
and Mendota on
Burlington Northern

Between Chillicothe
and Ft. Madison on
Santa Fe and between
Mendota and Galesburg
on Burlington Northern

Relief Provided By

Interdivisional pool
freight engineer standing
first-out at Chicago

Extra Board engineer
standing
first-out at Ft. Madison
then the junior engineer
in the Ft. Mad./Corwith
Pool with time to work

Eastbound Trains

Relief Provided

Between Ft. Madison and
Chillicothe, including
Chillicothe on Santa Fe
and between Galesburg
and Mendota on
Burlington Northern

Between Chillicothe and
Chicago on Santa Fe and
between Mendota and
Chicago on the
Burlington Northern

Relief Provided By

ID pool freight engineer
standing first-out at
Ft. Madison

Road/Yard extra board at
Corwith then the Yard/Road
extra board at Corwith
then the junior engineer
at the AFHT with time to
work

Article III - Ft. Madison/Kansas City Service

Section 1 - Routes and Mileage

Santa Fe engineers headquartered at Ft. Madison and Kansas City will operate between Ft. Madison and Kansas City using either Santa Fe's route or BN's route (via Bucklin). Crews operating in this service will be paid the following miles based on the route they use:

<u>Route</u>	<u>Westbound</u>	<u>Eastbound</u>
Santa Fe -	223	223
Burlington Northern -	223	223

When engineers use the BN route and receive or leave their train at any point in the consolidated terminal at Argentine, miles paid will be 223.

Engineers can use either the Santa Fe route or the BN route (via Brookfield and Bucklin) when operating between Ft. Madison and Kansas City.

Section 2 - Lodging

Engineers can be lodged at either the Burlington Northern lodging facility or the Santa Fe lodging facility or one common lodging facility, provided that the lodging facility utilized meets the standards of one or both of the applicable agreements which describe the standards that lodging facilities must meet.

Section 3 - Applicable Agreement

All employees working between Kansas City and Ft. Madison will work under the terms of the collective bargaining agreements applicable to Santa Fe employees represented by the Brotherhood of Locomotive Engineers.

Section 4 - Hours of Service Law Relief

When it is necessary to call a road engineer out of a terminal to relieve an engineer tied up under the Hours of Service Act, the following will prevail:

Westbound Trains

Relief Provided

Between Ft. Madison and Marceline, including Marceline on Santa Fe and between Bucklin and Brookfield on Burlington Northern

Between Marceline and Kansas City on Santa Fe and between Brookfield and Kansas City on Santa Fe

Relief Provided By

Active pool freight engineer standing first out at Ft. Madison

Extra board engineer standing first out at Kansas City

Eastbound Trains

Relief Provided

Between Kansas City and Marceline, including Marceline on Santa Fe and between Kansas City and Brookfield on Burlington Northern

Between Marceline and Ft. Madison on Santa Fe and between Brookfield and Bucklin on Burlington Northern

Relief Provided By

Active pool freight engineer standing first out at Kansas City

First out extra engineer at Ft. Madison

Section 5 -On and Off Duty Points

Each pool and assignment will have one designated on and off duty point, which may vary between the different pools and assignments. Such designations are subject to change.

Article IV - Protection

Employees determined to be adversely effected as a result of this I.C.C. approved operational change will be protected under the terms of New York Dock as imposed by the I.C.C. in Finance Docket 32549.

Article VI

A. All pre-existing agreements that conflict with the terms of this Agreement are superseded to the extent of the conflict.

B. This implementing agreement is made pursuant to the New York Dock conditions (Finance Docket No. 28250) which, by this reference, are incorporated here.

C. 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 article.

Article VII - Spirit of Cooperation

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 the agreement.

AGREED:



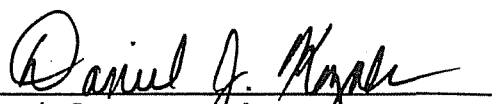
Dale McPherson
General Chairman - BLE

James L. Hogan
General Chairman - BLE

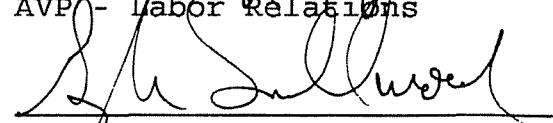
APPROVED:

George DeBolt
Vice President - BLE

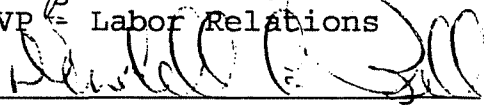
John J. Fleps
Vice President -
Labor Relations



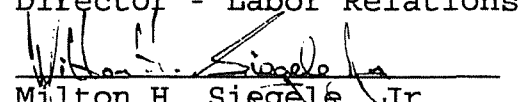
Daniel J. Kozak
AVP - Labor Relations



George Smallwood
AVP - Labor Relations



Wendell A. Bell
Director - Labor Relations



Milton H. Siegle, Jr.
Director - Labor Relations

Section B

Article I - Kansas City/Galesburg Service

Section 1 - Routes, Mileage, and Pools

A pool of Santa Fe engineers headquartered at Galesburg and Kansas City will be established and will operate between Kansas City and Galesburg using either Santa Fe's route or BN's route (via Brookfield and Bucklin). Engineers operating in this service will be paid the following miles based on the route they use:

<u>Route</u>	<u>Westbound</u>	<u>Eastbound</u>
Santa Fe -	281	281
Burlington Northern -	280	280

Engineers can use either the Santa Fe route or the BN route (via Brookfield and Bucklin) on their return trip to their home terminal regardless of the route used on the trip to the away from home terminal or the location where the engineer was lodged.

If and when the pool at Galesburg is exhausted, it will be protected by the Ft. Madison-West extra board. If and when the Kansas City pool is exhausted, the pool will be protected by the existing Kansas City engineers' extra board.

Section 2 - Lodging

Away from home terminal engineers can be lodged at either the Santa Fe lodging facility or the Burlington Northern lodging facility at Kansas City or one common lodging facility, provided that the lodging facility utilized meets the standards of one or both existing agreements which describe the standards that lodging facilities must meet. Away from home terminal engineers will be lodged at the BN lodging facility at Galesburg.

Section 3 - Seniority

Positions at Galesburg and Kansas City will be positions protected by Santa Fe Illinois 1&2 seniority district and Illinois 3&4 seniority district engineers. If no bids are received from the Illinois 3&4 seniority district for positions at Galesburg, bids will be accepted from Illinois 1&2 seniority district engineers, if sufficient manpower is available.

Section 4 - Applicable Agreement

Engineers working between Kansas City and Galesburg will work under the terms of the collective bargaining agreements applicable to Santa Fe engineers represented by the Brotherhood of Locomotive Engineers (BLE).

Variable Calling

Equity in the Galesburg/Kansas City Pool will be as follows:

Kansas City	-	39 Percent
Ft. Madison West	-	39 Percent
Ft. Madison East	-	22 Percent

Kansas City equity will remain at Kansas City. Ft. Madison East and Ft. Madison West equity will be worked out of Galesburg, with a 60/40 calling ratio. Sixty (60) percent of the work will be at Galesburg, and forty (40) percent of the work will be at Kansas City..

At Galesburg, the former Ft. Madison East and Ft. Madison West equity will be assigned in accordance with the order of selection list attached.

Calling Ratio

The Carrier will determine the ratio of calling home terminal/away-from-home terminal pool freight engineers at Galesburg and Kansas City dependent upon the needs of service and distribution of away-from-home and home terminal engineers, which will not exceed 5:1.

If either party to this Agreement is of the opinion that the application of the 5:1 ratio creates an undue hardship and imbalance, the matter will be discussed between the General Chairman and the Director - Labor Relations, or his representative in an effort to reasonably resolve the dispute.

Active-Inactive Boards

When a pool freight engineer arrives at his home terminal, that engineer will be placed to the bottom of the home terminal board. Engineers from the other home terminal arriving at the same location will be placed to the bottom of the away-from-home terminal board. These boards shall be designated as the "inactive boards."

For the benefit of pool freight engineers at their home terminal, Carrier will move sufficient home terminal and away-from-home terminal engineers from the inactive boards to a so-called "active board", which board will govern the order in which home and away-from-home engineers will be called during the next eight-hour period based on anticipated service, and such "active board" will only protect Galesburg/Kansas City service. While the Carrier has the right to determine the ratio for calling pool freight engineers, Carrier will not exceed a ratio of 5:1, away-from-home terminal vs. home terminal or vice versa, except in a bona fide emergency situation. If the Carrier determines a need to deadhead surplus away-from-home pool freight engineers, such

engineers will not be counted in the ratio, but will be counted as turns.

The active board will be updated each four (4) hours by deleting engineers that have been called during the prior four hours, as well as adding engineers to the active board. Home terminal engineers (at their home terminal), when placed on the active board, will not have their order (number of times out) changed, unless an engineer lays off in an emergency.

Balancing of Pools

As of 12:01 a.m. each Tuesday, the BLE Local Chairmen will be provided a status report of trips made by Galesburg and Kansas City pool freight engineers during the preceding 7 days (from the preceding Tuesday at 12:01 a.m.). The carrier will then be obligated to attain a trip balance of plus or minus four trips on the basis of 60% Galesburg and 40% Kansas City at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. If at any point during the 72-hour period from 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the trips between the pools are balanced within four turns, then no adjustment will be made on the part of the carrier to balance said trips between the pools. A new balance cycle will not start until 12:01 a.m. on the fifteenth day, or 12:01 a.m. on the third Tuesday. If a balance within four turns between trips obtained by each pool cannot be reached at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day of the cycle, the carrier will be obligated to balance the trips to the pool with the lesser number of trips obtained from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the fourteenth day, within four (4) one-way trips.

If the trips balance within four turns at any point between 12:01 a.m. on the twelfth day of the balance cycle and 11:59 p.m. on the fourteenth day, but the trips as of 11:59 p.m. on the fourteenth day were not in balance, any imbalance will be carried over and the new cycle would start with this imbalance. If, however, the trips between the pools did not balance within four turns at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the carrier will be obligated to make an adjustment to the extent that the imbalance exceeds four (4) one-way trips.

When carrier desires to change the starting day of the balancing cycle it will provide a minimum of 15 days advance written notice to the Local Chairmen, who will have the opportunity, within this notice period, to discuss the matter with the Director - Crew Management, or his representative, if they so desire. The carrier will not serve a notice to change the starting day of the balancing cycle more often than once every 90 days.

Question and Answer No. 1(a)

- Q. If a total of 100 trips were made by noon the thirteenth day, 62 by former Galesburg engineers and 38 by Kansas City engineers, does this represent a balance of not more than four turns?
- A. Yes, because 60% of 100 trips equals 60 and 40% equals 40, or an imbalance of only two trips.

Question and Answer No. 1(b)

- Q. If the balance between pools was to be "4" at 11:00 p.m. on the eleventh day of balancing cycle and did not reach "4" at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, while ending up 8 one-way trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?
- A. The carrier would be obligated to balance the trips in favor of the pool with the lesser number of trips in the amount of 4 one-way trips (8 one-way trips out of balance - 4 one-way trips limit = 4 one-way trips). The new balance cycle will start with four one-way trips in favor of the pool with the greater number of trips.

Question and Answer No. 1(c)

- Q. When carrier is obligated to make the trip balance in Question 1(b) above, how shall it be accomplished?
- A. The carrier will call from the pool with the lesser number of one-way trips the required number of engineers from the home terminal or the away-from-home terminal, or a combination thereof, to deadhead by 11:59 p.m. of the fourteenth day.

Question and Answer No. 1(d)

- Q. What is the penalty if the carrier fails to deadhead the number of pool freight crews required in Question 1(b)?
- A. The required number of crews that should have been called to deadhead by 11:59 p.m. of the fourteenth day (Question and Answer 1(c)) will, when going on duty after 11:59 p.m. of the fourteenth day be allowed a one-way working trip in addition to all other earnings on that trip.

Question and Answer No. 2

- Q. If the balance of trips between the pools were to be 10 out of balance on the seventh day of the balancing cycle, yet a "4" balance was reached at 9:00 p.m. on the twelfth day, while

ending up 8 trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?

- A. The carrier would not be obligated to make any adjustments since a "4" balance was reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day.

Question and Answer No. 3

Q. If at 11:59 p.m. on the fourteenth day, the balance was off by 7 one-way trips between the pools yet 3 engineers were en route, what is the obligation of the carrier?

- A. Carrier would not be obligated to make any adjustments, since the three engineers en route as of 11:59 p.m. on the fourteenth day will be counted as having completed their trip for purposes of trip balance, i.e. within four (4) one-way trips.

Question and Answer No 4

Q. Will pool freight engineers who are on duty but have not departed as of 11:59 p.m. on the fourteenth day be counted in the trip balance?

- A. Engineers who are on duty but have not departed at 11:59 p.m. on the fourteenth day will be counted in the trip tabulation between pools the same as those in Question 3.

Question and Answer No. 5

Q. How will pool freight engineers overtaken by the Hours of Service Law be treated with respect to the trip balance?

- A. Engineers in this service overtaken by the Hours of Service Law will be credited with the entire one-way trip. Likewise, any engineer utilized to dog catch the crew en route will be credited with an entire one way trip for trip balancing purposes. Other than this, there will be no count to the trip balance.

Question and Answer No. 6

Q. What if an involuntary closure of mainline(s) occurs between 12:01 a.m. of the 8th day and 11:59 p.m. of the 14th day of the balancing cycle?

- A. If such a closure of mainline(s) occurs, the carrier will attempt to balance the trips at some point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. However, if conditions were such that a trip balance of "4" cannot be obtained between 12:01 a.m. on the twelfth day and

11:59 p.m. on the fourteenth day as a result of this service interruption, the carrier will not be responsible for balancing trips between the pools for that particular cycle; however, the imbalance will be carried over to the next balancing cycle.

Question and Answer No. 7

- Q. If a trip balance of "4" is obtained on the twelfth or thirteenth day of the cycle, when does a new cycle begin?
- A. Regardless of when a "4" balance is reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, a new balance cycle begins at 12:01 a.m. on the fifteenth day, or every third Tuesday at 12:01 a.m.

Designated Deadhead

When the active board is set, if an engineer is to be deadheaded, he will be designated at the time the active board is set and be notified at that time. If an engineer is activated to work and is subsequently deadheaded, full district mileage will be allowed. An engineer at the away-from-home terminal, once designated to deadhead to the home terminal, may deadhead on an earlier train, provide his own transportation, or be taxied (if the carrier elects to use a taxi), if requested. However, proper authority must be obtained if the engineer desires to deadhead in advance of his designated turn. The turn itself will be placed in proper sequence upon the turn's arrival at the home terminal.

Section 5 - Hours of Service Law Relief

When it is necessary to call a road engineer out of a terminal to relieve a crew tied up under the Hours of Service Act, the following will prevail:

Westbound Trains

Relief Provided

Between Galesburg and

Bucklin, including
Bucklin on Santa Fe
or Burlington Northern

Between Marceline and
Kansas City on Santa Fe
or between Bucklin
and Kansas City on
Burlington Northern

Relief Provided By

Active pool freight
engineer
standing first-out at
Galesburg

Kansas City engineers'
extra board

Eastbound Trains

Relief Provided

Between Kansas City and
Marceline, including
Marceline on Santa Fe
and between Kansas City
and Bucklin on
Burlington Northern

Relief Provided By

Active pool freight
engineer standing
first out at
Kansas City

Between Marceline and
Galesburg on Santa Fe
or between Bucklin and
Galesburg

The existing BN Road
extra board at
Galesburg (No. 1)
then the first out
inactive, home terminal
pool engineer at Galesburg

Section 6 - Calling Time

Engineers in the Kansas City/Galesburg Pool will receive a two hour call.

Section 7 - On and Off Duty Points

Each pool and assignment will have one designated on and off duty point, which may vary between the different pools and assignments. Such designations are subject to change.

Section 8 - Maintenance of Traffic on BN Brookfield Line

The Carrier will maintain the current level of traffic over the Brookfield line between Kansas City and Galesburg protected by former BN engineers in the same manner as service was handled prior to the date of this agreement until such time that the Carrier serves notice on the Organization to reroute traffic. The service of such notice will be controlled by a separate agreement executed by the parties. Consistent with this commitment, the parties agree that Santa Fe engineers on trains operating through Brookfield will not be allowed to set out or pick up, with the exception of bad order cars. Likewise, Santa Fe engineers will not be allowed or required to perform station switching at any point between Galesburg and Kansas City where the right to do so did not exist prior to September 22, 1995.

If the BN line between Kansas City and Galesburg (via West Quincy) becomes impassable, BN engineers will be allowed to follow any work, temporarily, to the Santa Fe line until such time as the BN track becomes passable. If this occurs, the work protected by BN engineers over Santa Fe line will be divided between the former CB&Q engineers' seniority districts to the degree practical.

Article IV - Protection

Engineers determined to be adversely effected as a result of this I.C.C. approved operational change will be protected under the terms of New York Dock as imposed by the I.C.C. in Finance Docket 32549.

Article V

A. All pre-existing agreements that conflict with the terms of this Agreement are superseded to the extent of the conflict.

B. This implementing agreement is made pursuant to the New York Dock conditions (Finance Docket No. 28250) which, by this reference, are incorporated here.

C. 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 article.

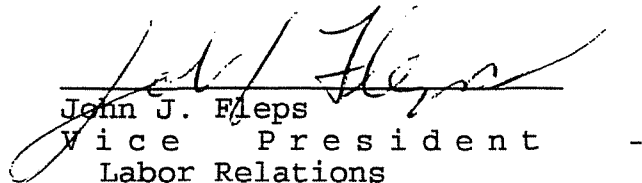
Article VI - Spirit of Cooperation

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 the agreement.

AGREED:



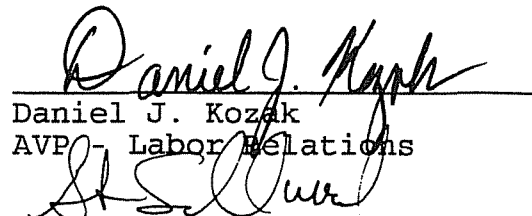
Dale McPherson
General Chairman - BLE



John J. Flaps
Vice President -
Labor Relations

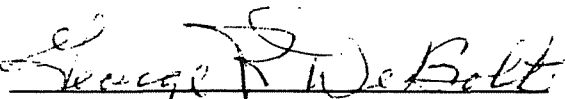


James L. Hogan
General Chairman - BLE

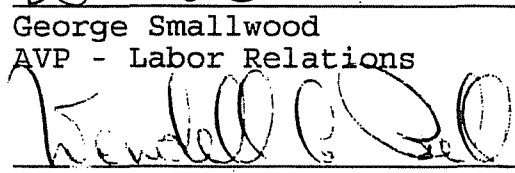


Daniel J. Kozak
AVP - Labor Relations

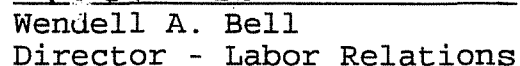
APPROVED:



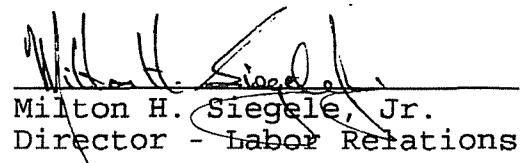
George DeBolt
Vice President - BLE



George Smallwood
AVP - Labor Relations



Wendell A. Bell
Director - Labor Relations



Milton H. Siegele, Jr.
Director - Labor Relations

BLE3

December 14, 1995

Dale McPherson, General Chairman
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Union Depot Place, Suite 3
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St. Paul, MN. 55101

Jim Hogan, General Chairman
Brotherhood of Locomotive Engineers
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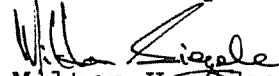
Side Letter No. 1


Dear Sirs:

This is to confirm the following matters:

- 1) Engineers in the Kansas City/Galesburg Pool will receive a two hour call.
- 2) The Carrier will arrange for joint inspections of all lodging facilities with the appropriate local chairmen to determine if the lodging facilities meet the minimum standards required by agreement.
- 3) The Carrier will provide adequate lockers for engineers.
- 4) Trading trains between pools will not be permissible.

Yours truly,


Milton H. Siegele, Jr.


Wendell A. Bell

BLE3

January 30, 1996

Mr. Dale McPherson, General Chairman
Brotherhood of Locomotive Engineers
Union Depot Place
214 East Fourth Street
St. Paul MN. 55101

Mr. James L. Hogan, General Chairman
Brotherhood of Locomotive Engineers
4223 West Pipeline
Eulless, Texas 76040

Side Letter No. 2

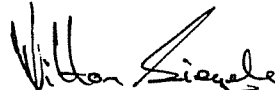
Gentlemen:

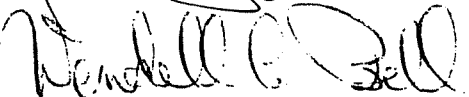
This will confirm that the following markup points will be used for Kansas City home terminal engineers at Kansas City:

Santa Fe Route	-	Congo
BN Route	-	Maxwell Jct.

These points will be used solely for the purpose of placement on the board at Kansas City.

Yours truly,


Milton H. Siegele, Jr.


Wendell A. Bell

January 30, 1996

Mr. James L. Hogan, General Chairman
Brotherhood of Locomotive Engineers
4223 West Pipeline
Euless, Texas 76040

Side Letter No. 3

Dear Mr. Hogan:

This will confirm our understanding that when practicable, the Carrier will make every effort to give two-hour calls, or more, to Santa Fe engineers who take permanent positions at Galesburg in either pool or on the extra board.

Sincerely,



Milton H. Siegele, Jr.



Wendell A. Bell

February 20, 1996

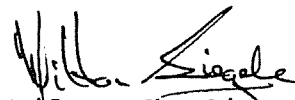
Mr. James L. Hogan, General Chairman
Brotherhood of Locomotive Engineers
4223 West Pipeline
Euless, Texas 76040

I am writing to clarify one aspect of the BLE Moving Benefits Package.

In the context of the BLE Moving Benefits Package, the term "bona fide" means that the engineer must actually sell his home (primary residence that is not a mobile home or an apartment or anything other than a single family dwelling) at another location and purchase another home (primary residence that is not a mobile home or an apartment or anything other than a single family dwelling) in the Galesburg area. This is the only set of circumstances where the transfer allowance will be payable.

Sincerely,


Wendell A. Bell


Milton H. Siegele, Jr.

BNSF



MILTON H. SIEGEL, JR.
Director - Labor Relations

Burlington Northern Santa Fe

2600 Lou Merik Drive
P.O. Box 961030
Ft. Worth, TX 76161-0030
(817) 352-1072

February 11, 1997

Mr. Dale McPherson, General Chairman
Brotherhood of Locomotive Engineers
190 East 5th Street, Suite 105
St. Paul, MN 55101

Mr. James L. Hogan, General Chairman
Brotherhood of Locomotive Engineers
4223 West Pipeline
Euless, TX 76040

Gentlemen:

We are writing to confirm our understandings in connection with Implementing Agreement No. 2 which established certain operational changes between Kansas City and Chicago.

First, former Santa Fe engineers will not hold positions on the Aurora No. 1 extra board. Instead, a Santa Fe extra board will be established at Galesburg to protect vacancies in the Galesburg/Chicago pool and to supplement the Galesburg/Kansas City pool when it is exhausted. Accordingly, the first sentence of the third paragraph of Section 1 of Article 1 of the agreement which established service between Kansas City and Galesburg is not applicable unless a situation occurs where no engineers are available on the Santa Fe extra board at Galesburg. The new Santa Fe extra board for locomotive engineers at Galesburg will be filled by locomotive engineers from the Illinois 1&2 seniority district and the Illinois 3&4 seniority district. The precise equity allocation between these two seniority districts will be provided by the BLE General Chairman at a later date; however, until such time as that equity allocation is provided, engineers' positions on the new Santa Fe extra board at Galesburg will be filled, exclusively, by locomotive engineers from the Illinois 1&2 seniority district.

It is not BNSF's intention to regularly use any one extra board at Galesburg to supplement other extra boards at Galesburg. However, if an engineer from an engineers' extra board at Galesburg is used to supplement another extra board at Galesburg, the engineer's earnings when used to supplement another engineers' extra board will not be used to offset against guarantee for that period.

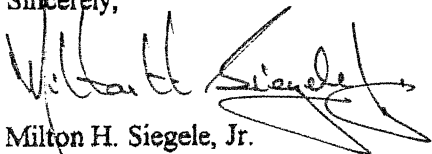
This amendment also changes the source of hours of service relief between Galesburg and Kansas City in the Galesburg/Kansas City Pool as addressed in Section 5 of Article I of Implementing Agreement No. 2 in that eastbound trains the tie up under the hours of service law

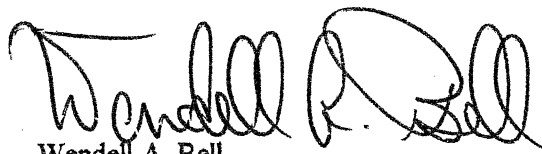
will not be relieved by the BN road extra board at Galesburg (No. 1). Instead, crews on eastbound trains that tie up under the hours of service law between Marcelene and Galesburg or between Bucklin and Galesburg will be relieved by the Santa Fe extra board at Galesburg. If no extra engineers are available from that extra board, the source of supply will be the first-out home terminal pool engineer on the inactive board from the Galesburg/Kansas City pool.

This agreement is written in the spirit of Article VII of Implementing Agreement No. 2 wherein we mutually committed to work together and to act reasonably in the application of this agreement.

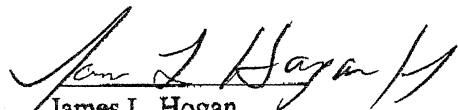
If this document accurately represents our understanding, please sign in the appropriate spaces provide below and return the original to me.

Sincerely,


Milton H. Siegele, Jr.


Wendell A. Bell

AGREED:


James L. Hogan


Dale McPherson

BNSF



MILTON H. SEGELB, JR.
Director - Labor Relations

Burlington Northern Santa Fe

2600 Lou Menk Drive
P.O. Box 961030
Ft. Worth, TX 76161-0030
(817) 352-1072

February 11, 1997

Mr. Dale McPherson, General Chairman
Brotherhood of Locomotive Engineers
190 East 5th Street, suite 105
St. Paul, MN 55101

Mr. James L Hogan, General Chairman
Brotherhood of Locomotive Engineers
4223 West Pipeline
Euless, TX 76040

Gentlemen:

We are writing to confirm our understanding as to how Santa Fe positions in the Galesburg/Chicago Pool headquartered at Galesburg, Illinois will be filled.

When a permanent position (vacancy) for a Santa Fe locomotive engineer comes available in the Galesburg/Chicago Pool, it will be filled in the following sequence:

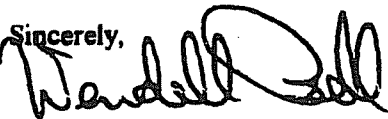
1. The senior Santa Fe locomotive engineer with an appropriate standing bid on file, if none;
2. The senior BN locomotive engineer from the Illinois/Wisconsin seniority district with an appropriate job preference sheet (requesting the Galesburg/Chicago Pool) on file, if none;
3. The position will be filled in accordance with BN/BLE Agmt. OPS 35-81 (the BN 700 Rules.).

If a former BN employee is assigned to a locomotive engineer position in the Galesburg/Chicago Pool on the basis of step no. 2 or 3 above, such BN locomotive engineer may be displaced by a Santa Fe engineer only if the Santa Fe engineer has obtained the right to

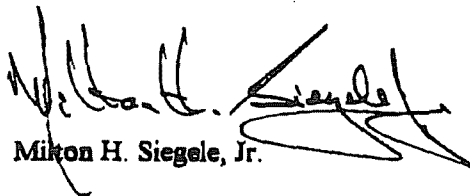
exercise seniority as a locomotive engineer under existing agreements.

If this document accurately represents our understanding, please sign in the appropriate spaces provided below.

Sincerely,



Wendell A. Bell

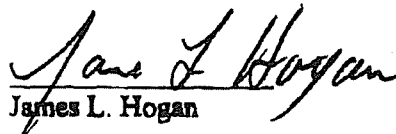


Milton H. Siegle, Jr.

AGREED:



Dale McPherson



James L. Hogan

BNSF



MILTON H. SEGALL, JR.
Director - Labor Relations

The Burlington Northern and Santa Fe Railway Co.

PO Box 961030
Ft. Worth, TX 76161-0030
2600 Lou Mark Dr., GL
Ft. Worth, TX 76131-2830
v: 817.352.1068
f: 817.352.7482

February 11, 1997

Mr. James L. Hogan, General Chairman
Brotherhood of Locomotive Engineers
4223 West Pipeline
Euless, TX 76040

Mr. Dale McPherson, General Chairman
Brotherhood of Locomotive Engineers
190 East 5th Street, Suite 105
St. Paul, MN 55101

Gentlemen:

We are writing to document the final equity in the Galesburg/Chicago Pool in accordance with Section A, Article I, Section 3, of our New York Dock Implementing Agreement.

Section 3 (A) of Article I will read as follows:

The allocation of jobs in this service will be based on the following ratio which represents the number of jobs to which employees from each railroad are entitled:

Road	Ratio
Burlington Northern	79%
Santa Fe	21%

These ratios will be accomplished in accordance with Attachment A (order of selection list), and the twenty-one (21) percent equity allocated to former Santa Fe employees will be asserted solely in the Galesburg/Chicago Pool.

This equity allocation will apply until August 15, 1997 unless there is a substantial change in the traffic operated in this pool. If a substantial change


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occurs, either General Chairman may request a meeting to reevaluate this equity allocation.

Prior to August 15, 1997, the parties will meet to determine the final equity allocation pursuant to Article I of Implementing Agreement No. 2.

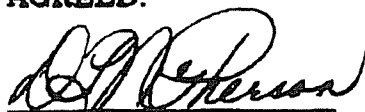
If this document accurately represents our understanding, please sign in the appropriate spaces provide below.


Sincerely,


Milton H. Siegel, Jr.


Wendell A. Bell

AGREED:


Dale McPherson


James L. Hogan

ORDER SELECTION LIST - GALESBURG - CHICAGO POOL

1.	BN	26.	BN
2.	BN	27.	SF
3.	SF	28.	BN
4.	BN	29.	BN
5.	BN	30.	BN
6.	BN	31.	SF
7.	BN	32.	BN
8.	SF	33.	BN
9.	BN	34.	BN
10.	BN	35.	BN
11.	BN	36.	SF
12.	SF	37.	BN
13.	BN	38.	BN
14.	BN	39.	BN
15.	BN	40.	BN
16.	BN	41.	SF
17.	SF	42.	BN
18.	BN	43.	BN
19.	BN	44.	BN
20.	BN	45.	BN
21.	BN	46.	SF
22.	SF	47.	BN
23.	BN	48.	BN
24.	BN	49.	BN
25.	BN	50.	SF

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

January 29, 2004

Mr. Dennis Pierce, GC
BLET

Mr. Pat Williams, GC
BLET

Gentlemen:

This letter amends, to the extent specified here, the February 11, 1997 side letter to BNSF Merger Implementing Agreement 2.

Under BNSF Merger Implementing Agreement 2 and 2A, certain turns in the Galesburg – Chicago Pool are allocated to former Santa Fe engineers prior righted on the Illinois 1&2 Seniority District. Steps 1 and 2 of the Implementing Agreement 2 Side Letter dated February 11, 1997 will be applied as follows:

1. So long as former Santa Fe Illinois 1&2 Seniority District prior rights engineers have not filled their equity allocation in the Galesburg to Chicago Pool, all new turns added to the pool will be designated as "S"(101) turns and will be filled using the Illinois 1&2 roster pursuant to Step 1 of the February 11, 1997 Side Letter. Engineers so assigned will work under the former Santa Fe Collective Bargaining agreement and temporary vacancies on such turns will be filled according to that schedule.

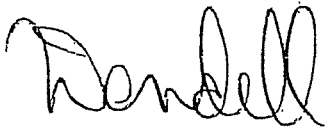
2. If these turns go no-bid by prior righted Illinois 1&2 district engineers, the designation will be changed from "S"(101) to "B"(EN06) and will be filled using the EN06 seniority roster pursuant to Step 2 of the February 11, 1997 Side Letter. This will also apply to "S" turns that become vacant and go no-bid by prior righted Illinois 1&2 district engineers. Engineers so assigned will work under the former Burlington Northern Collective Bargaining Agreement, and temporary vacancies on such turns will be filled according to that schedule. Engineers who were hired or entered LETP after November 6, 2002 who are assigned in the pool will always be assigned to "B" (EN06) designated turns and will also work under the former Burlington Northern Collective Bargaining Agreement.

3. If former Santa Fe Illinois 1&2 Seniority District prior rights engineers have filled their equity allocation in the Galesburg to Chicago Pool, the order of selection list will apply when new turns are added to the pool.

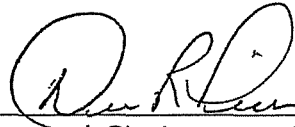
4. Except as modified here, the February 11, 1997 Side Letter remains in effect as written.

Please indicate your acceptance of these understandings by signing this letter.

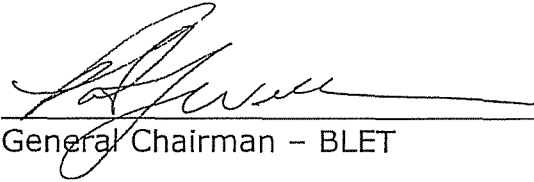
Sincerely,



Accepted:



General Chairman - BLET



General Chairman - BLET