

BNSF MERGER IMPLEMENTING AGREEMENT 2A

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.

2. This agreement addresses diversions of traffic within the Chicago - Kansas City corridor, and the need for future adjustments in this corridor by consolidating the involved seniority rosters and districts.

IT IS AGREED:

Article 1 - Seniority Consolidation

Section 1

A. 1. On the effective date of this agreement, all Illinois-Wisconsin Seniority District engineers with seniority predating the effective date of this agreement (and those who are in LETP on this date and later establish seniority on that district) will be placed at the bottom of the Missouri Seniority District engineers' roster in the same respective order they hold on the Illinois-Wisconsin District.

A. 2. Per 1980 BN/SLSF Implementing Agreement, this group of Illinois-Wisconsin Seniority District engineers would establish the same date on the former SLSF Eastern Freight Seniority District as they would on the Missouri Seniority District.

B. On the effective date of this agreement, all Missouri Seniority District engineers with seniority predating the effective date of this agreement (and those who are in LETP on this date and later establish seniority on that district) will be placed at the bottom of the

Illinois-Wisconsin Seniority District engineers' roster in the same respective order they hold on the Missouri District.

C. Engineers on either roster who are topped and bottomed in accordance with paragraphs A and B of this Section will be designated as prior righted on their preexisting seniority district, and this prior righted seniority will be applicable on all assignments protected by the pre-existing roster.

D. All Illinois-Wisconsin Seniority District and Missouri Seniority District engineers with seniority predating the effective date of this agreement (and those who are in LETP on this date and later establish seniority on that district) will then be dovetailed according to 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 earliest date in engine service; if the same, then by earliest date of hire; if the same, then by earliest birth date. The resulting roster will then be placed at the bottom of the former Santa Fe prior right Chicago Yard, Illinois 1&2 and Illinois 3&4 rosters as they stand after application of Section 2, paragraphs A, B, C and D of this agreement.

## Section 2

A. On the effective date of this agreement, both Illinois 1&2 Seniority District engineers not already on the Chicago Yard Seniority District roster and all Illinois 3&4 Seniority District engineers with seniority predating the effective date of this agreement (and those who are LETP on this date and later establish seniority on those districts) will be dovetailed by their engineer's seniority date and then placed on the bottom of the prior right Chicago Yard Seniority District.

B. On the effective date of this agreement, all Illinois 1&2 Seniority District engineers and all prior right Chicago Yard Seniority District engineers with seniority predating the effective date of this agreement (and those who are LETP on this date and later establish seniority on those districts) will be dovetailed by their earliest engineer's seniority date and then placed on the bottom of the prior right Illinois 3&4 Seniority District.

C. On the effective date of this agreement, all Illinois 3&4 Seniority District engineers with seniority predating the effective date of this agreement (and those who are LETP on this date and later establish seniority on those districts) and all prior right Chicago Yard Seniority District engineers not already on the Illinois 1&2 Seniority District roster will be dovetailed by their engineer's seniority date and then placed on the bottom

of the prior right Illinois 1&2 Seniority District.

D. Engineers on any of these rosters who are topped and bottomed in accordance with paragraphs A, B and C of this Section will be designated as prior righted on their pre-existing seniority district, and this prior righted seniority will be applicable on all assignments protected by the pre-existing roster.

E. 1. All Illinois 1&2, Illinois 3&4 and prior rights Chicago Yard Seniority District engineers with seniority predating the effective date of this agreement (and those who are in LETP on this date and later establish seniority on that district) will then be dovetailed by their engineer's seniority date. The resulting roster will then be placed at the bottom of the Illinois-Wisconsin and Missouri rosters as they stand after application of Section 1, paragraphs A, B and C of this agreement.

E. 2. Per 1980 BN/SLSF Implementing Agreement, this group of Illinois 1&2, Illinois 3&4 and prior rights Chicago Yard Seniority District engineers would establish the same date on the former SLSF Eastern Freight Seniority District as they would on the Missouri Seniority District.

F. In the event two or more engineers 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 earliest date in engine service; if the same, then by earliest date of hire; if the same, then by earliest birth date.

### Section 3

A. Engineers who have prior rights established by Section 1, paragraph C and Section 2, paragraph D of this Article will have prior rights (and obligations as at present) to positions that were protected by their prior rights roster.

B. 1. Engineers who have had their seniority rights expanded in accordance with Sections 1 and 2 of this Article will have rights, but not obligations to positions protected by the rosters on which they have been placed.

B. 2. Existing zoning agreements at all locations on the former BN and former Santa Fe within the seniority districts included in this agreement will remain in effect. However, when, under applicable schedule rules, an assignment goes unbid at Galesburg or Chicago and there are no demoted engineers in that zone and no non-prior rights demoted engineers at the location, the junior prior righted engineer working in demoted status in an adjacent zone at the same location will be force assigned.

C. All engineers hired or promoted after the effective date of this agreement on any

of the five involved rosters will establish seniority on all five rosters and will have rights and obligations to positions protected by the rosters on which they appear.

D. Except as modified in this Section 3, permanent vacancies will continue to be filled in accordance with applicable agreements in effect within each zone. If a vacancy cannot be filled by the normal source of supply/location for the assignment, including use of demoted engineers at that source of supply/ location, the junior demoted engineer working at the nearest location by highway miles to the vacancy will be force assigned, unless that would conflict with paragraph B1 of this Section or other pre-existing prior rights arrangements.

#### Section 4

A. Engineers who have prior rights established by Section 1, paragraph C of this Article will continue to have transfer rights, as established in the 11/1/90 Agreement, between the Illinois-Wisconsin and Missouri districts. If such a transfer is authorized, they will establish seniority pursuant to the 11/1/90 Agreement on the new district and their prior right designation will be changed to reflect the district transferring to. The pre-existing seniority date and prior rights on the district transferring from will be held in abeyance until such time that transfer is requested and authorized back to the district transferring from. However, such transferring engineers will then be ranked on the district transferring from with the same relative standing that they have acquired under Section 1A or B among the engineers on the district transferring to.

B. Engineers who have prior rights established by Section 2, paragraph D of this Article will retain all existing rights to transfer between the three former Santa Fe seniority districts that were established in the Santa Fe System Transfer Agreement. If authorized to make such a transfer, they will establish seniority under the Santa Fe System Transfer Agreement on the new district and their prior right designation will be changed to the seniority district transferring to. The pre-existing seniority date and prior rights on the district transferring from will be held in abeyance until such time that transfer is requested and authorized back to the district transferring from. However, such transferring engineers will then be ranked on the district transferring from with the same relative standing that they have acquired under Section 2A, B or C among the engineers on the district transferring to.

C. 1. Engineers who hold seniority on districts other than those involved in this agreement who have transfer rights under either the BN 11/1/90 Agreement or the Santa Fe System Transfer Agreement will continue to have rights to transfer to the involved

districts of the predecessor road after this agreement. Their transferred seniority, under the terms of those Agreements, will apply to positions protected by the predecessor road from which they came, except as modified herein.

C. 2. Those engineers with seniority predating the effective date of this agreement on districts other than those involved in this agreement (and those who are in LETP on that date and later establish seniority on that district) who are authorized to transfer to one of the involved districts will be designated as prior righted on the specific district to which they transfer if the date they obtain is prior to the effective date of this agreement. Such transferring engineers will then be ranked on the other district(s) of their predecessor road involved in this agreement with the same relative standing that they have acquired among the engineers on the district transferring to.

C. 3. Those engineers holding seniority on the districts other than those involved in this agreement, with seniority postdating the effective date of this agreement, authorized to transfer to the Illinois-Wisconsin or Missouri Seniority Districts will establish the same seniority date on both rosters under the terms of the BN 11/1/90 Agreement. Those engineers holding seniority on the districts other than those included in this agreement, with seniority postdating the effective date of this agreement, authorized to transfer to the prior right Chicago Yard, Illinois 1&2 or Illinois 3&4 district will establish the same seniority date on all three districts under the terms of the Santa Fe System Transfer Agreement.

D. Engineers who have transfer rights under the BN 11/ 1 /90 Agreement or the Santa Fe System Transfer Agreement 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. If date of arrival for two or more engineers are the same, they will be ranked in accordance with their relative standing on the district that they were authorized to transfer to.

E. Per 1980 BN/SLSF Implementing Agreement, such transferring engineers would establish the same date on the former SLSF Eastern Freight Seniority District as they would on the Missouri Seniority District.

#### Section 5

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 2 - Equity Adjustments

### Section 1

A. Under BNSF Merger Implementing Agreement 2, Section A, Article 1, Section 3 that established and set equities in the Galesburg - Chicago pool, the ratio had been set at 79% BN, 21% Santa Fe. However, due to the change in the handling of three trains daily in each direction, destined to and from the Indiana Harbor Belt, from the Ft. Madison pool to the Galesburg pool, that ratio percentage no longer reflects the relative equities.

B. The parties have now agreed that the percentage is changed to 70% BN, 30% Santa Fe. It was also agreed that this percentage ratio is based on the present train handling; if the beltline trains revert to the Ft. Madison pool, the percentage ratio would, correspondingly, revert to 79% BN, 21% Santa Fe.

### Section 2

A. Under BNSF Merger Implementing Agreement 2, Section B. Article 1, Section 3, that established the Galesburg - Kansas City pool, all of the positions in the pool have been allocated to former Santa Fe forces. However, 1 train per day, in each direction, that formerly moved over the Galesburg - West Quincy - Brookfield corridor is now moving over the Galesburg - Ft. Madison route.

B. Therefore, 2 turns in the Kansas City end of the Kansas City - Galesburg pool will be allocated to prior-righted BN Missouri district engineers, with Brookfield prior rights prevailing. Also, 1 turn will be created at the Galesburg end of the Kansas City - Galesburg pool (working in reverse) and it will be allocated to prior-righted BN Illinois - Wisconsin engineers, with Galesburg prior rights prevailing.

C. Merger moving packages, applicable to this allocation, would be available to engineers residing in the Brookfield area only, and payable only upon a *bona fide* change in residence (defined as a real estate (non-lease) transaction). (This paragraph does not effect the existing rights of Santa Fe engineers to relocation benefits under Merger Implementing Agreement 2.)

D. Turns in these pools allocated to former BN engineers will work under the existing Santa Fe schedule including pay rates. When Santa Fe agreements require that standing bids be run on BN allocated turns, the turns will be assigned to former BN prior righted employees. However, there will be no force assignment of prior righted Missouri

district engineers to the Missouri allocation at Kansas City. If BN allocated turns are assigned to former Santa Fe or post-merger forces, former BN employees properly bidding will have displacement rights to the turns.

### Article 3 - Order of Selection Lists and Equity Adjustment

#### Section 1: Galesburg - Chicago

A. The existing order of selection list applicable to the Galesburg - Chicago pool will be modified to conform to the percentage ratio found to be applicable in Article 2. That list is Attachment A to this agreement.

B. If there are any subsequent train diversions of a consequential and consistent nature and the Local Chairmen can reach a mutually acceptable work equity arrangement within 30 days, that arrangement will be put into effect.

C. If such an arrangement is not reached, then order of selection lists at the 60% - 40%, 65%-35%, 70%-30%, 75%-25% and 80%-20% levels are provided as Attachment B1 through B5 to this agreement and such diversions will be handled and adjusted by applying the order of selection list that most closely approximates the adjusted percentage ratio. (Example: The original 79% - 21% ratio would require use of the 80% - 20% order of selection list; if a subsequent diversion results in a 77%-23% ratio, the 75% - 25% order of selection list would be used.

#### Section 2: Kansas City - Galesburg

A. If there are subsequent diversions of a consequential and consistent nature from or to the Brookfield corridor, the involved Local Chairmen will promptly meet to make all necessary adjustments, or to reach and agree to any other mutually acceptable arrangement.

B. If the Local Chairmen fail to agree, the involved General Chairmen will promptly meet to make all necessary adjustments, or to reach and agree to any other mutually acceptable arrangement.

C. If the General Chairmen fail to agree, any involved party may invoke the arbitration procedures in Section 11 of the New York Dock Conditions.

### 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 1. 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 30 days after execution by the parties or 30 days after the Award of an arbitrator is rendered. It may later be changed by mutual agreement or in accord with Section 4 of the New York Dock Conditions.

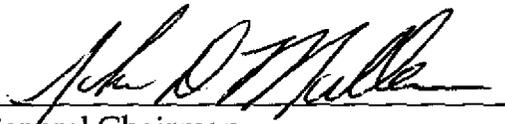
Signed and accepted at Fort Worth, TX this 7th day of  
OCTOBER, 2002

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

**BNSF**



WENDELL BELL  
General Director  
Labor Relations

The Burlington Northern  
and Santa Fe Railway Company

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August 8, 2002

Mr. Dennis Pierce, GC  
Bhd. of Locomotive Engineers

Mr. John Mullen, GC  
Bhd. of Locomotive Engineers

Gentlemen:

This letter will confirm an understanding reached in connection with BNSF Merger Implementing Agreement 2A.

The attached March 1, 2001 letter agreement, on file 700 Rules/Permanent Bid, will also apply to the movement of engineers between assignments handled under the former BN 700 Rule permanent bid system and other methods of assigning engineers under this agreement.

Please indicate your agreement by signing this letter.

Sincerely,

Accepted:

General Chairman - BLE

General Chairman - BLE



M. W. GEIGER, JR.  
GENERAL CHAIRMAN



# Locomotive Engineers

GENERAL COMMITTEE OF ADJUSTMENT  
BNSF/MRL

500 THROCKMORTON, SUITE 1820  
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MONTANA  
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Mr. Milton H. Siegele  
AVP/LR, BNSF  
2600 Lou Menk Drive  
P.O. Box 961030  
Fort Worth, Texas 76161-0030

March 1, 2001  
File: 700 Rules/Permanent Bid

Dear Mr. Siegele:

This is in reference to the movement of engineers, at consolidated terminals, between assignments handled under the former BN 700 Rule permanent bid system and other methods of assigning engineers. The following understanding is intended to resolve existing inequities when engineers move between the various systems of assigning engineers.

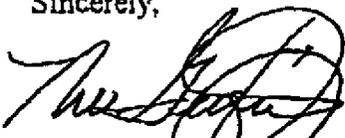
It is understood that when an engineer at a consolidated terminal places to an assignment outside of the 700 Rule permanent bid system, he will be allowed to pull or cancel his permanent bid sheet. The involved engineers will not be required to maintain a permanent bid sheet while working outside of the 700 Rule permanent bid system.

In the event the an engineer working outside of the 700 Rule permanent bid system, who has no displacement rights, wishes to bid back into the 700 Rule permanent bid system, a new permanent bid sheet must be filed and the 48 hour waiting period for the bid to be activated will apply. This section would also apply to engineers exercising a thirty (30) day bump into the 700 Rule permanent bid system.

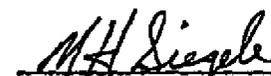
However, in the event an engineer working outside of the 700 Rule permanent bid system is displaced and wishes to place to an assignment within the 700 Rule permanent bid system, he will be allowed to immediately file a new permanent bid sheet at the time that he is notified of the displacement, and the 48 hour waiting period for the bid to be activated will be waived.

If you concur, please indicate so by signing below.

Sincerely,

  
M. W. Geiger, Jr.  
General Chairman  
DRP

I concur,

  
M. H. Siegele, AVP/ Labor Relations

**BNSF**



WENDELL BELL  
General Director  
Labor Relations

The Burlington Northern  
and Santa Fe Railway Company

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August 8, 2002

Mr. Dennis Pierce, GC  
Bhd. of Locomotive Engineers

Mr. John Mullen, GC  
Bhd. of Locomotive Engineers

Gentlemen:

This letter will confirm an understanding reached in connection with BNSF merger Implementing Agreement 2A.

It is agreed that the term "junior demoted engineer working at the nearest location by highway miles" found in Article 1, Section 3D will include any demoted engineer with seniority as an engineer on these districts even if they have exercised other seniority to a location across predecessor lines and/or off the involved district on which they actively hold engineer's seniority.

Engineer bidding rights will not be restricted even if, as a demoted engineer, they have exercised other seniority to a location across predecessor lines and/or off the involved district on which they actively hold engineer's seniority.

Please indicate your agreement by signing this letter.

Sincerely,

Accepted:

General Chairman - BLE

General Chairman - BLE

**BNSF**



WENDELL BELL  
General Director  
Labor Relations

The Burlington Northern  
and Santa Fe Railway Company

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October 2, 2002

Mr. Dennis Pierce, GC  
Bhd. of Locomotive Engineers

Mr. John Mullen, GC  
Bhd. of Locomotive Engineers

Gentlemen:

This letter will confirm an understanding reached in connection with BNSF Merger Implementing Agreement 2A.

It is agreed that, in the application of Article 1, Section 3B2, the phrase "working...in an adjacent zone at the same location" was intended to include *any* zone at Galesburg or at Chicago, respectively. In other words, at either of these two locations, a demoted prior rights engineer would be force assigned to a vacancy at his working point, but only as a last resort in preference to a demoted engineer who is working at a point other than where the vacancy exists.

Please indicate your agreement by signing this letter.

Sincerely,

Accepted:

General Chairman - BLE

General Chairman - BLE