

IMPLEMENTING AGREEMENT No. 5

between

BURLINGTON NORTHERN RAILROAD
ATCHISON, TOPEKA & SANTA FE RAILWAY Co.

and

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 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 1 - Consolidation of Ft. Worth Terminal

Section 1.

The present terminal and switching limits of the Burlington Northern ("BN") and Santa Fe ("SF") at Ft. Worth will be consolidated. The new switching limits for the consolidated yard at Ft. Worth are:

North (West):

On BN line to Wichita Falls:	MP 11.0
On SF line to Lubbock:	MP 3
On SF line to Gainesville:	MP 370

On BN line to Tower 55: MP 0.0
South (East):
On BN line to Teague/Houston: MP 2
On SF line to Temple/Houston: MP 339.7

Section 2.

A. Except as provided by this agreement, the Santa Fe's collective bargaining agreements applying to Engineers will apply to all yard engine assignments within the consolidated terminal.

B. Exercise of seniority into the consolidated Ft. Worth terminal is governed by the rules applicable on the route or point an engineer is coming from. Exercise of seniority on jobs governed by the BNSF Order of Selection List in the consolidated Ft. Worth terminal is governed by Santa Fe rules and this Implementing Agreement. Exercise of seniority out of the consolidated Ft. Worth terminal is governed by the rules applicable on the route or point an engineer is going to.

Section 3.

A. Engineers promoted or hired after September 22, 1995 on BN's Fort Worth & Denver Consolidated Seniority District and Santa Fe's Cleburne Seniority District will establish seniority on both rosters.

B. The methods of establishing seniority as Engineers will be comported, so that the dates and ranking of the engineers covered by this section will be the same on both rosters.

C. 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.

Section 4.

A. All yard engine assignments in the consolidated terminal will be allocated on the basis of total yard engine hours worked in the Ft. Worth yards in the year preceding the I. C. C.'s approval as being representative of a fair and equitable division of work and producing a ratio of:

BN: 34

SF: 66

B. 1. The allocation of assignments, including yard extra board, on the above percentage basis will be accomplished by giving preference to the assignment of engineers in the number order specified on the BNSF Ft. Worth Order of Selection List, which is Attachment A to this agreement.

B. 2. BN positions on the new BNSF Ft. Worth Order of Selection List will be awarded to BN engineers in accordance with the provisions of Article 1 of the BN/FWD Implementing Agreement dated July 20, 1982.

C. Senior Engineer applicants will 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 this section, 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 and extra board assignments until dislodged by a senior engineer from his seniority district.

D. At least fifteen (15) days prior to the date of consolidation, all yard assignments in the Ft. Worth terminal will be advertised (with general job descriptions) to engineers on SF Cleburne District and BN's Fort Worth & Denver Consolidated Seniority District.

E. Bids will be accepted for seven (7) days and assignment of Order of Selection numbers and positions in the Ft. Worth Terminal will be awarded on the twelfth (12) day. When submitting bids, engineers must specify the order of preference to all positions desired in the Ft. Worth terminal in the order of their preferences, as by applying Order of Selection numbers, first preferences may not be available to their seniority district.

F. 1. In the event a position goes no-bid, and it is to be filled by a BN employee under the Order of Selection List, the following procedures will apply:

1. Force assign the senior demoted BN Engineer at Ft. Worth; if none,
2. Accept the bid of the senior SF Engineer making application; if none,
3. Recall the senior reserve board demoted engineer; if none,
4. Force assign the junior demoted BN engineer at the nearest points of supply by highway miles; if none,
5. Present SF rules for filling assignments would apply, including use of engineers promoted or hired after September 22, 1995.

F. 2. In the event a position goes no-bid, and it is to be filled by a SF employee under the Order of Selection List, the following procedures will apply:

1. Force assign the junior working demoted SF engineer; if none,
2. Accept the bid of the senior BN engineer making application; if none,
3. Recall the senior reserve board demoted engineer; if none,
4. Assign the senior post-85 engineer who bids; if none,
5. Force assign the junior post-85 demoted engineer.

Section 5.

A. Temporary vacancies will be filled by the single, consolidated yard extra board. Positions on that board will be determined by the Order of Selection list as set forth in Section 4.

B. The BN and Santa Fe road extra boards at Ft. Worth will continue to protect road service vacancies as they did before this agreement.

Article 2 - Supplements

The elements contained within this Article are accepted by the Carriers strictly and only in exchange for the Organization's cooperation in expeditiously reaching this voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the *New York Dock* conditions. Since the following elements in this

Article go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they have no application or precedential force in **any** other situation, including failure of ratification.

Section 1.

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

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

C. If an engineer on the single, consolidated yard extra board at Ft. Worth is used to protect service normally covered by another extra board maintained at Ft. Worth, there will be no offset against either yard extra board guarantee (and vice versa).

Section 2.

A. For engineers with seniority prior to September 22, 1995¹, the rates of pay in effect for yard engineers on their predecessor road will continue to apply.

B. Engineers working in the consolidated Ft. Worth Yard who were on the BN's Ft. Worth & Denver Consolidated roster prior to September 22, 1995 working with any reduced crew will be entitled to reduced crew allowance and pay differentials provided in Side Letter #20 of Arbitration Board No. 458 and as modified by PEB 219.

C. Engineers in the consolidated Ft. Worth Yard who were on the BN's Ft. Worth & Denver Consolidated roster prior to September 22, 1995 will continue to select their vacations under the terms of the agreements of March 24, 1967, August 24, 1977 and March 27, 1980.

¹ Throughout this agreement, the references to "engineers with seniority prior to September 22, 1995" includes those who actually entered the Locomotive Engineer Training Program on or before 9/22/95 and successfully complete the program, securing engineer's seniority dates.

Section 3.

A. Engineers' Reserve Boards may be applied on seniority districts which are protecting service in the consolidated Ft. Worth terminal, to be operated in accordance with the terms and conditions set forth in Attachment B to this agreement.

B. At Ft. Worth, Article 8(c) of the agreement the Brotherhood of Locomotive Engineers and the Gulf, Colorado & Santa Fe Railway Co., effective February 1, 1930, as amended, does not have application.

C. A bump provision, as set forth in Attachment C to this agreement will be applicable in the consolidated Ft. Worth terminal.

Section 4.

For a six year period, if Engineers with a seniority date prior to September 22, 1995 are required to report at the other predecessor railway's yard (e.g. BN engineers required to report at Alliance), they will be allowed the round trip highway mileage between those yards, computed at IRS mileage rates.

Section 5.

At the Carrier's sole option, the BLE Voluntary Separation Package, included as Attachment D, may be offered.

Section 6.

A. Engineers who were working in or associated with² yard service at Ft. Worth on August 22, 1995 and who are working in or associated with yard service at Ft. Worth on the

² "working in or associated with" means, and is limited to: actually working in yard service (including the Irving road switcher assignments) or on the extra board or, if not in active yard service, going from yard service to being on layoff, or on furlough, or suspended (or dismissed if reinstated with seniority unimpaired), or off injured, or on vacation, or on Safety (or other similar) programs and thereafter returning directly to yard service.

effective date of this agreement will be automatically certified as eligible for displacement or dismissal allowances on the effective date of this agreement.

B. Notwithstanding anything in the *New York Dock Conditions*, displacement or dismissal allowances payable to engineers who receive this automatic certification will be reduced for each day which they individually lose under any emergency conditions (such as flood, snowstorm, tornado, earthquake or fire) which cause any reduction or suspension of any operations in the Ft. Worth yard. Such certification will 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. However, this suspension due to business decline will not be effective during 1997 if, by January 1, 1997, the number of automatically certified engineers who have left the service for any reason³ has exceeded 4%. Also, this suspension will not be effective during 1998 and thereafter if, by January 1, 1998, the number of automatically certified engineers who have left the service for any reason has exceeded 8%. An employee who is actually adversely affected by this transaction (BNSF merger) will not be prevented from submitting or being paid a displacement/dismissal allowance under the *New York Dock Conditions*.

Article 3 - General

Section 1.

A. There will be no restrictions on any yard work that may be assigned to any engineer from either a BN or Santa Fe roster in the consolidated terminal.

B. Where engineers of either seniority roster may properly perform service outside of switching limits, engineers of either BN or SF working in the consolidated terminal may be required to perform such service.

³ "left the service for any reason" means any status change that takes such an employee off the payroll on a permanent basis and includes, but is not limited to: voluntary separation, resignation, retirement, legal settlements and long term disability.

C. Engineers may be required to perform the same work throughout this consolidated terminal, including delivery and receiving of cars or trains from interchange carriers, as they may perform, under applicable collective bargaining agreements, in their present separate terminals.

Section 2.

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 3.

Except as provided here, engineers operating into or out of this consolidated terminal and switching limit will be governed by their respective rules. Road mileage payable to engineers operating into the consolidated terminal will be computed on the basis of rules in effect on the appropriate railroad.

Section 4.

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. 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 5.

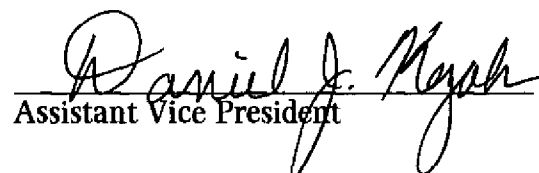
This agreement will become effective not less than 10 days after it is executed by the parties, and may later be changed by mutual agreement or in accord with Section 4 of the *New York Dock Conditions*.

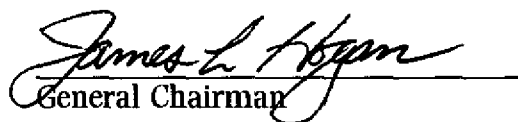
Signed and accepted at St. Louis this 19 day of February, 1996

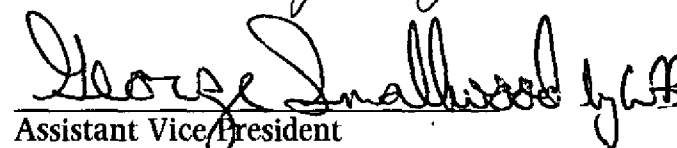
for BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

for BURLINGTON NORTHERN RR.
ATCHISON, TOPEKA &
SANTA FE Ry.


General Chairman


Assistant Vice President

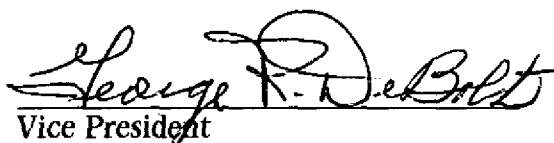

General Chairman

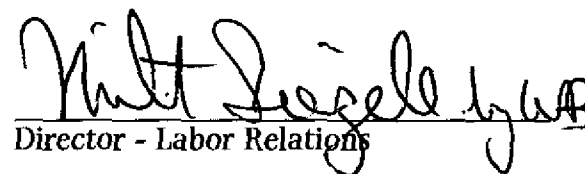

Assistant Vice President


General Chairman


Director - Labor Relations

Approved:


Vice President


Director - Labor Relations


Director - Labor Relations

BLE-BNSF ORDER SELECTION LIST - FORT WORTH

1 - SFE	26 - SFE	51 - SFE	76 - SFE
2 - BN	27 - SFE	52 - BN	77 - SFE
3 - SFE	28 - BN	53 - SFE	78 - BN
4 - SFE	29 - SFE	54 - SFE	79 - SFE
5 - BN	30 - SFE	55 - BN	80 - SFE
6 - SFE	31 - BN	56 - SFE	81 - BN
7 - SFE	32 - SFE	57 - SFE	82 - SFE
8 - BN	33 - SFE	58 - BN	83 - SFE
9 - SFE	34 - BN	59 - SFE	84 - BN
10 - SFE	35 - SFE	60 - SFE	85 - SFE
11 - BN	36 - SFE	61 - BN	86 - SFE
12 - SFE	37 - BN	62 - SFE	87 - BN
13 - SFE	38 - SFE	63 - SFE	88 - SFE
14 - BN	39 - SFE	64 - BN	89 - SFE
15 - SFE	40 - BN	65 - SFE	90 - BN
16 - SFE	41 - SFE	66 - SFE	91 - SFE
17 - BN	42 - SFE	67 - BN	92 - SFE
18 - SFE	43 - BN	68 - SFE	93 - BN
19 - SFE	44 - SFE	69 - SFE	94 - SFE
20 - BN	45 - SFE	70 - BN	95 - SFE
21 - SFE	46 - BN	71 - SFE	96 - BN
22 - SFE	47 - SFE	72 - SFE	97 - SFE
23 - BN	48 - SFE	73 - BN	98 - SFE
24 - SFE	49 - BN	74 - SFE	99 - BN
25 - BN	50 - SFE	75 - BN	100 - SFE

MEMORANDUM OF AGREEMENT between The Atchison, Topoka and Santa Fe Railway Company and its employees represented by the Brotherhood of Locomotive Engineers.

IT IS AGREED:

- (1) The Carrier will have the right to establish reserve engineer boards on seniority districts where in management's judgment employment levels will allow. When initially established, those employees holding engineer's seniority may make application for the board, and such applicants will be selected in seniority order. Thereafter, employees holding engineer's seniority may go to the engineer's reserve board by displacement or standing bid, as specified below. The Carrier may discontinue engineers' reserve boards at its discretion.
- (2) An engineer on the reserve board will be allowed 70% of his regular 1989 earnings, less extraordinary payments such as moving/relocation options and Article I lump sum payments, with a minimum of 70% of 5 days at the yard engineer's rate of pay, or \$67.70 per day. Engineers on the reserve board for less than a calendar month will have their reserve pay pro-rated based on the number of full calendar days they are on the board. An engineer who is not on the board a full calendar day will not receive pay for that day.
- (3) No other payments other than these referred to in Paragraph 2 will be made to or on behalf of reserve engineer except (i) payment of premiums under applicable health and welfare plans and, (ii) as may otherwise be provided for in this Agreement. No deductions from pay shall be made on behalf of a reserve engineer except (i) deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local tax; (ii) deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, (iii) as may otherwise be authorized by this Agreement, including the 401(K) retirement plan, and (iv) any other legally required deduction.
- (4) An engineer on the reserve board must remain in that status until he either (i) is recalled and returns to service, (ii) resigns from employment with the carrier, (iii) retires on an annuity (including a disability annuity) under the Railroad Retirement Act, (iv) becomes otherwise not entitled to free exercise of seniority under agreement rules, (v) is displaced or (vi) elects to return to active serv-

ice after being in reserve status voluntarily for 30 consecutive days, whichever occurs first.

- (5) An engineer on the reserve board for 24 consecutive months must mark up, seniority permitting, and be available for active service for 120 consecutive days before regaining eligibility for reserve status.
- (6) Reserve engineers must maintain their engine service proficiencies while in such status, including successfully completing any retraining or refresher programs that the carrier may require and passing any test or examinations (including physical examinations) administered for purposes of determining whether such proficiencies and abilities have been maintained. Reserve engineers also must hold themselves available for return to service in compliance with such notice. Reserve engineers will be recalled in reverse seniority order. Failure to comply with any of these requirements will result in the engineer being subject to discipline.
- (7) Reserve pay will cease upon recall from reserve status. An engineer will have 72 hours from notification of recall in which to exercise seniority. Thereafter, up to the five day recall limit, he will be assigned by the Carrier where needed.
- (8) The junior engineer in reserve status will be displaced if a senior engineer elects to take reserve status. The junior reserve engineer so displaced will be covered by existing rules governing displacement.
- (9) A reserve engineer may submit a request to protect emergency engineer work in the event extra board or demoted engineers are not available. Any earnings for working will not offset engineer reserve pay.
- (10) Recall from the engineers' reserve board will be in reverse seniority order. Carrier may recall reserve engineers whenever deemed necessary. If a reserve engineer is to be recalled to fill a permanent vacancy, the vacancy will be filled in the following order:
 - (a) force the junior working demoted engineer;
 - (b) recall the junior reserve engineer;
 - (c) recall the senior reserve demoted engineer;

- (d) the senior post-November 1, 1985 demoted engineer who bids;
- (e) force the junior post-November 1, 1985 demoted engineer;

Notwithstanding the above order, the Carrier may at its option permit engineers to remain on the reserve board while a post-November 1, 1985 employee works as engineer.

- (11) Other non-railroad employment while in reserve engineer status is permissible so long as there is no conflict of interest. Other employment, which may be considered a conflict of interest, must receive prior authorization from the Division Manager. There will be no offset for outside earnings.
- (12) Engineers in reserve status will be entitled to receive vacation pay or reserve pay, whichever is greater, if a scheduled vacation is observed. Time spent in reserve status will not count toward determining vacation for succeeding years. It will count as time in determining the length of the vacation to which an employee, otherwise eligible, is entitled.
- (13) Reserve engineers are not eligible for:

- Annual Leave Days
- Holiday Pay
- Operating Rules Class or Retraining Class Pay
- Profit Sharing
- Bereavement Leave
- Jury Pay
- Other similar special allowances

NOTE: An engineer will not qualify for or be allowed to observe annual leave days while in reserve status, but he may take payment in lieu thereof for annual leave days previously accumulated.

- (14) Reserve pay will be considered engineer compensation for participation in the ATSF-BLE 401(K) retirement plan.

(15) Reserve engineers are covered by:

Health and Welfare Plans
Union Shop
Dues Check-Off
Discipline Rule
Grievance Procedure

that are applicable to engineers in active service.

This agreement, signed at Chicago, Illinois, on June 7, 1990,
will become effective on June 17, 1990.

FOR THE ORGANIZATION:

FOR THE CARRIER:

E. A. McDaniel
General Chairman, Brotherhood
of Locomotive Engineers

James M. Howell
Director-Labor Relations

APPROVED:

R. E. Dean
Vice President, Brotherhood
of Locomotive Engineers

The Atchison, Topeka and Santa Fe Railway Company

80 E. Jackson Blvd.
Chicago, Illinois 60604

May 3, 1990
42-930-20

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837


Dear Sir:

This has reference to the Memorandum of Agreement covering reserve engineers.


The agreement will be applied to recognize the "G-2" lines on the Old Arizona and Valley seniority districts. As a result, separate reserve boards, if established, would be located at both Bakersfield and Needles on the Old Arizona seniority district, and at both Fresno and Richmond on the Valley seniority district.

If the above correctly describes our understanding, please sign below.


Yours truly,


James M. Harrell
Director-Labor Relations

AGREED:


General Chairman, Brotherhood
of Locomotive Engineers

APPROVED:


Vice President, Brotherhood
of Locomotive Engineers

80 E. Jackson Blvd.
Chicago, Illinois 60604

HUMAN RESOURCES
DEPARTMENT

May 30, 1990
41-900-80.3

JUN 05 1990

Mr. C. A. McDaniel, Jr., General Chairman
Brotherhood of Locomotive Engineers
3910 South Georgia
Amarillo, Texas 79109-4837

2/95 ^{is} _{per} _{val}

Dear Sir:

This has reference to the engineers' freight pool and extra board at El Paso, Texas.

The pool board is hereby abrogated effective 11:59 p.m., June 4, 1990. In its place the guaranteed extra board will protect unassigned freight service on the New Mexico Division-El Paso Seniority District. The extra board will be governed by the provisions of the Memorandum of Agreement effective January 1, 1990 covering guaranteed extra boards.

This understanding will remain in effect for 60 days, after which it may be amended or automatically abrogated upon ten days' written notice by either party upon the other, at which time the handling will revert to its current status.

If the foregoing correctly states our understanding, please signify in the space provided below.

Yours truly,

James M. Harrell
James M. Harrell
Director-Labor Relations

AGREED:

C. A. McDaniel Jr.
General Chairman, Brotherhood
of Locomotive Engineers

A Santa Fe Pacific Company

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BUMP PROVISION

An engineer who has been permanently assigned on the same engineer assignment in excess of thirty days will be allowed to give up that assignment and exercise his seniority as prescribed by current schedule rules.

Engineers will not be allowed to exercise seniority within the same pool when there is no difference in the assigned days off or layover days.

When an engineer under this article bumps from road service to yard service, he must stay in yard service at that terminal for a minimum of thirty days, as long as his seniority permits him to do so.

BLE VOLUNTARY SEPARATION PACKAGE

Section 1

To expedite attrition, the Carrier may offer the opportunity for voluntary early separation. The Carrier shall determine the number, conditions and timing of any offers that are made, but will consult with the involved General Chairmen before making such offers. Acceptances of such offers will be in seniority order among the employees to whom such offers are made.

Section 2

A. The amount of the first separation offer made by the Carrier at a point where an operational change occurred which was addressed by a *New York Dock* Implementing Agreement will be:

1. For employees who have in excess of six years service at the time the offer is made, the gross amount of the severance offer will be not less than \$90,000.
2. For all other employees, the gross amount of the severance offer will be equal to the employee's gross earnings in the calendar year 1995, but not more than \$60,000 nor less than \$30,000.

B. The amount of subsequent separation offers made by the Carrier at that point, if any, will be:

1. For employees who have in excess of six years service at the time the offer is made, the gross amount of the severance offer will be not less than \$60,000.
2. For all other employees, the gross amount of the severance offer will be equal to the employee's gross earnings in the calendar year 1995, but not more than \$50,000 nor less than \$25,000. All earnings from an employee's W-2 Forms for actual service rendered in engine, train and yard service will be included in the employee's earnings in computing the payment under this paragraph.


Section 3

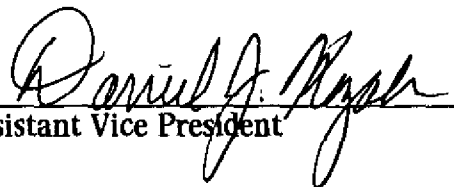
This package does not apply to any separation offers the Carrier may make pursuant to Section 7 of the New York Dock conditions, or for any other purpose.


Signed and accepted at Le. worth this 19 day of
February, 1996

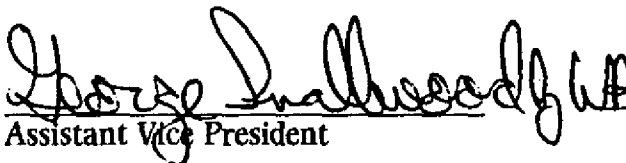
for BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

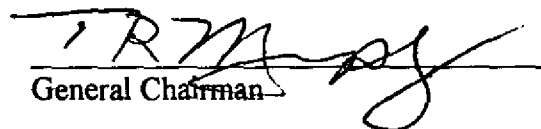
for BURLINGTON NORTHERN RR.
ATCHISON, TOPEKA &
SANTA FE Ry.


General Chairman


Assistant Vice President



General Chairman


Assistant Vice President



General Chairman


Director - Labor Relations


General Chairman


Director - Labor Relations

Approved:


Vice President


Director - Labor Relations