

BNSF MERGER IMPLEMENTING AGREEMENT 18A

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. The purpose of this agreement is to provide for expedited changes in services and operations to effectuate the common control approved by the I. C. C. in Finance Docket No. 32549. The purpose is also to enable the company created by consummation of the BNSF merger to be immediately operated in the most efficient manner as one completely integrated railroad.

2. This agreement addresses seniority district consolidations in the Kansas City area in the wake of the Merger Implementing Agreements that have already been put into effect.

IT IS AGREED:

Article 1 – Seniority District Consolidations

Section 1

The following seniority districts will be consolidated in the manner described in this agreement:

1. BN Nebraska, SLSF Kansas City Freight and SF Kansas City Freight

Section 2

By agreement between all involved parties, other districts may be consolidated under the procedures provided by this Agreement.

Article 2 – Consolidation Methodology

## Section 1

A. For Kansas City, those employees identified as prior righted Nebraska Engineers on the former BN Nebraska Seniority Roster and those employees identified as prior righted Kansas City Freight Engineers on the former SLSF Kansas City Freight Seniority Roster following the BN/SLSF merger will be dovetailed. Once that is completed, the remainder of the rosters, down to those who were hired or promoted on those districts on or before September 21, 1995 (and those who were in the Locomotive Engineer Training Program on that date and later established seniority on those districts) will be compiled below the BN/SLSF prior righted engineers who were dovetailed. The resulting roster will then be topped and bottomed with the appropriate Santa Fe Kansas City Freight roster(s) as they stood on September 21, 1995 (and those who were in the Locomotive Engineer Training Program on that date and later established seniority on that district). Once that is done, the post-merger engineers will be put back on the respective rosters in the same order as they presently stand.

B. In the event two or more employees have the same seniority date, they will be ranked in accordance with their relative standing on the pre-existing roster if they were on the same pre-existing roster, or if they were not on the same pre-existing roster, they will be ranked in accordance with their date of birth with older employees standing ahead of younger employees.

## Section 2

A. Engineers who have been topped and bottomed in accordance with Section 1 of this Article will have rights, but not obligations to positions protected by the roster(s) on which they have been topped and bottomed.

B. Engineers who were promoted later, and so not topped and bottomed in accordance with Section 1 of this Article, will have rights and obligations to positions protected by the rosters on which they appear under the terms of the other Merger Implementing Agreements.

C. When force assignment is necessary to fill Kansas City yard assignments, zone lines will not apply. However, for road assignments over the lines of the various predecessors to which zoning arrangements do apply (including former Santa Fe freight service in accordance with the existing Santa Fe zoning agreement), those zoning arrangements will continue in force and effect. When it is necessary to force-assign an engineer across zone lines for road service originating at Kansas City (or St. Joseph under existing BN zoning arrangements), the junior engineer from both of the other

zones within the Kansas City source of supply will be utilized.

### Article 3 – Other Matters

#### Section 1

A. Engineers who have transfer rights under the BN 11/1/90 Agreement or the Santa Fe System Transfer Agreement and who have engineers' seniority dates subsequent to September 21, 1995 will have their date of arrival as the governing date for exercise of seniority in the consolidated terminal and on the other predecessor.

B. Engineers who have transfer rights under the BN 11/1/90 Agreement or the Santa Fe System Transfer Agreement and a transferred seniority date prior to September 22, 1995 will continue to have rights to transfer to the districts of that predecessor road after this agreement. Except as provided in this Section, their transferred seniority, under the terms of those Agreements, will apply to positions protected by the predecessor road from which they came.

For example, a BN Pacific Engineer, with a 1992 engineers' seniority date, transferring to Kansas City, could use his transferred date to access BN slots on the Kansas City Order of Selection List, or turns in the Kansas City – Lincoln ID pool.

C. However, Engineers who have transfer rights under the BN 11/1/90 Agreement or the Santa Fe System Transfer Agreement and a transferred seniority date prior to September 22, 1995 will not be able to bring their transfer agreement seniority rights across to the other predecessor. Rather, their seniority date on the other predecessor will be the date of their arrival on the district that is consolidated under the terms of this agreement.

For example, that same BN Pacific Engineer could not use his transferred date to access SF slots on the Kansas City Order of Selection List, or turns in the Kansas City – Arkansas City pool; he could use the date of his arrival on the BN Nebraska district for those purposes.

#### Section 2

Exercise of seniority to and service on a particular position, as well as applicable training practices and procedures, will continue to be governed by the Schedule

Agreement that has been applicable to that particular position. For example, this will include training under pay if an engineer is force assigned under this Agreement.

Article 4 - General

Section 1.

A. The parties have negotiated this Agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement.

B. The parties will meet within 90 days of the implementation of this Agreement to review its operation.

Section 2

A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All preexisting agreements that do not conflict with the terms of this agreement remain in full force and effect.

B. This implementing agreement is made pursuant to the New York Dock (360 I. C. C. 60, 84-90) which, by this reference, are incorporated here.

C. Except as specifically provided, nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the New York Dock Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.


Section 3

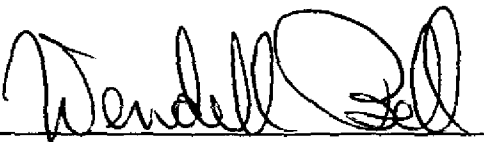
This agreement will become effective upon 5 days' written notice from the carrier, after execution by the parties. It may later be changed by mutual agreement or in accord with applicable law.

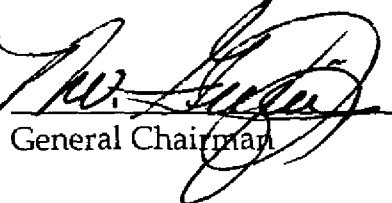
Signed and accepted at FT Worth Tx this 11<sup>th</sup> day of JANUARY, 2001

For BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

For THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.

  
General Chairman

  
General Director - Labor Relations

  
General Chairman

  
General Chairman

Approved:

  
Vice President - BLE

**BNSF**

WENDELL BELL  
General Director - Labor Relations

The Burlington Northern and Santa Fe Railway Company

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September 29, 2000

Mr. John Mullen, GC  
Bhd. of Locomotive Engineers

Mr. Merle Geiger, GC  
Bhd. of Locomotive Engineers

Mr. Tim Murphy, GC  
Bhd. of Locomotive Engineers

Gentlemen:

As we have discussed the consolidation of seniority for pre-merger Engineers at several of the BN – Santa Fe common points, it has become clear that there has been a problem with the language in the respective Implementing Agreements dealing with filling vacancies when a position goes no-bid. At Kansas City, there has also been a problem with the transition from the bid-and-bump system to the daily markup system. These changes update and revise the existing language in a way that takes into account the realities of the present work force and the seniority situation as it has developed in a way that the original language, which was reached well prior to implementation, could not. With these changes, I believe, difficult and ongoing problems would be successfully resolved.

In order to rectify this problem at Kansas City, Article 1, Section 5C of BNSF Merger Implementing Agreement No. 4 will be changed to read as follows:

"C. 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. Accept the bid of the senior engineer (from another predecessor) making application.
2. If none, force assign the junior demoted engineer working from the Kansas City source of supply (i.e., in yard service—zone lines do not apply).
3. If none, recall the senior reserve board demoted engineer.
4. If none, force assign the junior demoted engineer promoted subsequent to September 22, 1995 who is working in an adjacent zone of that seniority district that is nearest (measured by highway miles) to Kansas City.
5. If none, present SF rules for filling assignments would apply.

C. 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:

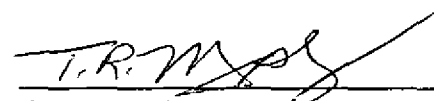
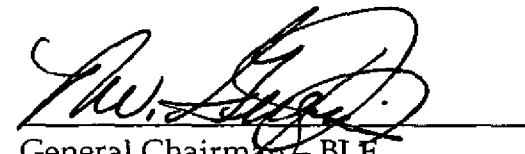
1. Accept the bid of the senior engineer (from another predecessor) making application.
2. If none, force assign the junior demoted engineer working from the Kansas City source of supply (i.e., in yard service—zone lines do not apply).
3. If none, recall the junior reserve board demoted engineer.
4. If none, force assign in accordance with governing Santa Fe rules."

Additionally, Article 1, Section 5B will have the following language added at the conclusion of the paragraph:

If, through normal exercise of seniority, a person elects to change from the bid-and-bump system to the daily markup system, that will not necessarily bump someone else out of the daily markup system; rather, the company will change the allocation to provide rest days in the daily markup system to all engineers who desire to keep rest days. However, the person electing the change from the bump-and-bid system to the daily markup system will be restricted to the daily markup system for a minimum of thirty (30) calendar days, provided that his seniority entitles him to work in that service.

Please indicate your acceptance of this understanding by signing this letter.

Sincerely,

  
General Chairman - BLE  
General Chairman - BLE  
General Chairman - BLE

cc: Mr. Don Hahs, VP, BLE

Permanent vacancies at the following locations/zones that go non bid will be force assigned in the following order.

**Kansas City-Consolidated Yard**

1. Junior demoted engineer at the location (to include all zones at Kansas City)
2. If none, the junior demoted engineer at St. Joseph
3. If none, the junior demoted engineer at the nearest location by highway milé in an adjacent zone
  - a. Newton
  - b. Wymore
  - c. Remainder of Nebraska Seniority Roster

**Kansas City-Santa Fe Road**

1. Junior demoted engineer within the Santa Fe Zone at Kansas City(not to include demoted engineers assigned in the BN or SLSF Zone)
2. If none, the most junior demoted engineer in the BN or SLSF Zone at Kansas City
3. If none, the junior demoted engineer at St. Joseph
4. If none, the junior demoted engineer at the nearest location by highway mile in an adjacent zone
  - a. Newton
  - b. Wymore
  - c. Remainder of Nebraska Seniority District

**Kansas City-SLSF Zone**

1. Senior demoted engineer within the SLSF Zone at Kansas City
2. If none, the most junior demoted engineer in the BN or Santa Fe Zone at Kansas City.
3. If none, the junior demoted engineer at St. Joseph
4. If none, the junior demoted engineer at the nearest location by highway mile in an adjacent zone
  - a. Newton
  - b. Wymore
  - c. Remainder of Nebraska Seniority District

**Kansas City-BN Zone**

1. Senior demoted engineer within the BN Zone at Kansas City
2. If none, the junior demoted engineer at St. Joseph
3. If none, the most junior demoted engineer in the SLSF or Santa Fe Zone at Kansas City
5. If none, the junior demoted engineer at the nearest location by highway mile in an adjacent zone
  - a. Newton
  - b. Wymore
  - c. Remainder of Nebraska Seniority District



Newton

1. Junior demoted engineer at Newton
  2. If none, the junior demoted engineer at the Kansas City location (to include all zones at Kansas City)
  3. If none, the junior demoted engineer at St. Joseph
  4. If none, the junior demoted engineer at the nearest location by highway mile in an adjacent zone
    - a. Wymore
    - b. Remainder of the Nebraska Seniority District
- When it is necessary to force assign demoted engineers from the Kansas City location to other locations on the Nebraska Seniority District, the junior demoted engineer at the Kansas City location will be force assigned (to include all zones at Kansas City)