

IMPLEMENTING AGREEMENT NO. 10A
between
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
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 Interstate Commerce Commission (ICC) 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.

This Implementing Agreement, therefore, is made in accordance with a Notice served by the company on February 11, 1997 to consolidate the Galesburg, Illinois terminal.

IT IS AGREED:

I. Article 1 - Consolidation of Switching Activity

A. Article 1 of Implementing Agreement No. 10 is revised to read as follows:

1. The present terminal and switching limits for Burlington Northern and Santa Fe at Galesburg will be consolidated. The new switching limits for the consolidated yard at Galesburg are:

a. BN line to Creston	M. P. 172.0
b. BN line to Quincy	M. P. 168.2
c. BN line to Peoria	M. P. 2.25
d. BN line to Chicago	M. P. 159.0
e. BN line to Savanna	M. P. 5.0
f. SF line to Fort Madison	M. P. 185.0
g. SF line to Corwith (Chicago)	M. P. 172.5

B. Except as provided here, Burlington Northern collective-bargaining agreements (former CB&Q) for engineers will apply to all yard engine assignments within the consolidated terminal.

1. In situations where yard crews may properly perform service outside of switching limits, such service may be assigned to any yard engine in the consolidated terminal.
2. Road-Yard Service Zones, as they existed on September 21, 1995, are neither

contracted nor expanded by this agreement, but any yard crew, without regard to predecessor road affiliation, can do any permissible work in such zones.

3. Each assignment shall have one designated on and off duty point that may vary between assignments. Such designations are subject to change in accordance with scheduled agreements.

II Article 2 - Equalization

- A. In connection with Article II of Implementing Agreement No. 10, it is understood that the equalization will take place on the assignment performing the preponderance of the switching in question.
- B. The Carrier will record the actual time spent by Switch Engine Assignment No. 204 on former Santa Fe track. This time will be calculated from the time the yard engine arrives Maytag switch (second switch east of Linwood Road crossing) or switch at M.P. 180.1 on former Santa Fe track, until yard engine passes switch at M.P. 180.1 on return trip to Galesburg Yard.
- C. A report of such time shall be furnished to the General Chairmen and Local Chairmen within ten days of the end each month. When thirty days (240 hours) have accumulated, the Local Chairmen must take appropriate action to advertise positions for purposes of immediate equalization.
- D. When positions are advertised and assigned, all accumulated miles will be waived if no Santa Fe Engineers (Illinois 1 and 2 Seniority Districts) bid on such positions and a new accumulating period will begin.
- E. When positions are advertised, only former Santa Fe Engineers (Illinois 1 and 2 Seniority Districts) can be bumped by senior Santa Fe Engineers (Illinois 1 and 2 Seniority Districts). Former Burlington Northern Engineers cannot bump Santa Fe Engineers.
- F. Exercise of seniority into the consolidated Galesburg Terminal is governed by rules applicable to the route or point an employee is coming from. Exercise of seniority out of the consolidated Galesburg Terminal is governed by the rules applicable on the route or point an employee is going to.

III. Article 3 - General

- 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 herein.

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 ICC and incorporated here by paragraph B of this Article except for the following:

1. Former Santa Fe Engineer (Engineer _____) who had the preponderance of service working in or associated with yard service (Working the Fort Madison/Joliet Local) at Galesburg during the month of June, 1999 will be automatically certified as eligible for displacement or dismissal allowances on the date of this Implementing Agreement is made effective.

1.1 Notwithstanding anything in the New York Dock Conditions, displacement or dismissal allowances payable to an Engineer who receives this automatic certification will be reduced for each day that he loses under any emergency conditions (e.g., flood, snowstorm, tornado, earth quake, fire or other acts of God) that cause any reduction or suspension of any operations in the consolidated terminal. Such allowances shall also be suspended in the quarter following any quarter in which BNSF Operating Revenues (as publicly reported) declines by more than 5% from the same quarter in the preceding year.

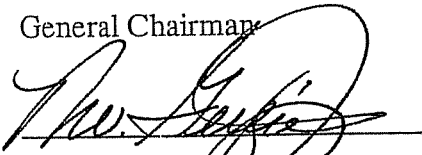
D. This agreement will become effective immediately upon the signing of the accepted date as noted below. It may be later changed by mutual agreement or in accord with applicable law.

Signed and accepted at Fort Worth, TX this 26 day of June, 2000.

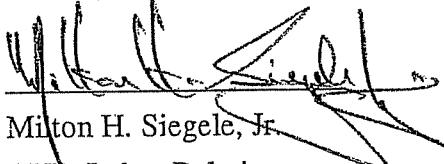
For:


Brotherhood of Locomotive
Engineers

J. D. Mullen
General Chairman


M. W. Geiger, Jr.
General Chairman

Burlington Norther Santa Fe
Railway Company


Milton H. Siegele, Jr.
AVP, Labor Relations


Nick Markos
Director, Labor Relations

**SPECIAL BOARD OF ADJUSTMENT ESTABLISHED
PURSUANT TO THE
NEW YORK DOCK CONDITIONS**

In the matter of arbitration between:

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(FORMER BNRR AND SANTA FE COMMITTEES)**

-and-

BURLINGTON NORTHERN SANTA FE RAILWAY

QUESTION AT ISSUE

What should be the Implementing Agreement for integration of the Galesburg, Illinois Terminal pursuant to the Company's notice dated February 11, 1997?

BACKGROUND

On September 22, 1995, the Burlington Northern Railroad (hereinafter referred to as the Burlington Northern or BN) and the Atchison, Topeka and Santa Fe Railway (hereinafter referred to as the Santa Fe or SF) merged into the Burlington Northern Santa Fe Railway (hereinafter referred to as the BNSF or the Carrier). In Finance Docket No. 32549, the Interstate Commerce Commission (ICC) imposed the New York Dock Conditions on this merger.

Before the two carriers merged in 1995, Galesburg, Illinois was a common interchange location for both railroads. The Santa Fe Fort Madison/Joliet Local serviced several industries at Galesburg. The Local went on duty at Fort Madison, Iowa on Monday, Wednesday and Friday, operating east. On Tuesday, Thursday and Saturday, the Local went on duty at Joliet, operating back to Madison. Galesburg was an

intermediate location for this assignment. Industries at Galesburg serviced by the Santa Fe would have to wait until the Local returned to the Terminal to get their cars switched.

After the BN and SF merged, the Galesburg Terminal was not consolidated and the Fort Madison/Joliet Local continued to service consignees at Galesburg. The Burlington Northern had yard engines on duty 24 hours a day at the Galesburg Terminal. However, without a consolidation, they could not service the industries that had been serviced by the former Santa Fe crews.

On February 11, 1997, the Carrier served notice on the erstwhile BN and SF General Committees of the Brotherhood of Locomotive Engineers (hereinafter referred to as the BLE or the Organization) of its intent to consolidate the Galesburg Terminal into a single terminal. This notice was served pursuant to the New York Dock Conditions imposed by the ICC when it approved the merger. The Carrier included its proposed Implementing Agreement No. 10A with the notice.

Despite the February 11, 1997, notice the Carrier did not pursue consolidating the Galesburg Terminal in 1997 because of other pressing matters related to the merger.

On September 25, 1998, the Carrier served the respective BLE General Committees a second notice to consolidate the Galesburg Terminal. The Carrier included a second proposed Implementing Agreement No. 10A with that notice. The parties met on November 11, 1998, to discuss the proposed consolidation. During that meeting several changes were made to the Implementing Agreement proposed by the Carrier. On February 22, 1999, the former Santa Fe BLE Committee wrote to the Carrier objecting to the Galesburg boundaries and the equity in the Implementing Agreement.

After initially failing ratification, Implementing Agreement No. 10A was ratified by the former BN General Committee. The Agreement was also ratified by the United Transportation Union (UTU) Committees representing train service employees at Galesburg. However, it was not ratified by the former Santa Fe BLE General Committee.

The parties met on June 29, 1999, to discuss equity issues raised by the Santa Fe BLE General Committee, particularly the time spent by BN crews on assignment 204 at the former SF inter-modal facility at Galesburg. They agreed to conduct a two-month time study of this assignment. The time study was intended to determine the total time expended on former SF tracks in G-1 Yard and was conducted in August and September of 1999.

After the parties reviewed the results of the two-month time study, it was agreed that Burlington Northern Yard Assignment 204 would be assigned to Santa Fe engineers for 67 days beginning in the year 2000. A new Implementing Agreement No. 10A, reflecting this equity arrangement, was agreed to by the parties. However, it again failed ratification by the Santa Fe BLE Committee. Therefore, the dispute was submitted to this Special Board of Adjustment (hereinafter referred to as the Board) for resolution pursuant to the New York Dock Conditions.

The Board met in Forth Worth, Texas on May 16, 2000. The BN and Santa Fe BLE General Committees and the Carrier presented evidence and arguments to the Board in support of their respective positions. Based on the evidence and arguments advanced by the two BLE General Committees and the Carrier this Board hereby renders the following decision.

FINDINGS AND OPINION

The Carrier contends that with one exception the Implementing Agreement that should be adopted by this Board should be the first Implementing Agreement No. 10A that was sent out for ratification. The one exception proposed by the Carrier is that it is willing to grant automatic certification under the New York Dock Conditions for the engineer who had the preponderance of service on the Fort Madison/Joliet Local during the month of June 1999.

This Board respectfully disagrees with the Carrier's position save for granting automatic New York Dock certification to the engineer who performed the preponderance of service on the Fort Madison/Joliet Local in June of 1999. In our view, the Implementing Agreement for engineers should be similar to the one ratified by the train service employees at the Galesburg Terminal.

The UTU Implementing Agreement No. 10A provides for the same general switching limits and equity allocations set forth in the proposed BLE Implementing Agreement No. 10A. However, it determines equity more fairly, in our opinion. Rather than basing equity on a one time study, the UTU Implementing Agreement equalizes equity when thirty days (240 hours) have been accumulated by Burlington Northern switch Assignment 204 working on former Santa Fe track in the Galesburg Terminal. We find this methodology for allocating equity preferable to setting equity on an annual basis pursuant to the results of a one time study as the initial BLE Implementing Agreement would have done. Therefore, this Board adopts the Implementing Agreement appended hereto.

AWARD

The Implementing Agreement appended hereto shall apply to the integration of the Galesburg, Illinois Terminal pursuant to the Company's notice dated February 11, 1997.

Robert M. O'Brien
Robert M. O'Brien, Neutral Member

Don M. Hahs
Don M. Hahs, Organization Member

Nick Markos
Nick Markos, Carrier Member

Dated: 6-26-00