

BNSF IMPLEMENTING AGREEMENT 12

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, 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.

2. This Implementing Agreement is made in accordance with a Notice served by the company on May 12, 1997, to establish service to operate intermodal trains, moving in the California - Dallas/Ft. Worth corridor, between Clovis, New Mexico and the consolidated Ft. Worth terminal.

IT IS AGREED:

Article 1 - Terminals

A. A home terminal is established at Clovis, New Mexico, with an engineers' pool and extra list. Engineers in this pool will work east to Childress, Texas, the away-from-home terminal in this service (and west out of Childress back to Clovis, their home terminal). Pay miles for this run are 219.

B. A new engineer's pool is established at the consolidated Ft. Worth terminal. Engineers in this pool will work west to Childress, Texas, the away-from-home terminal in

this service (and east out of Childress back to Ft. Worth, their home terminal). Pay miles for this run are 217.

C. Engineers called for and departing the terminal in this service will be allowed the above mileage except when the service is interrupted by an emergency such as flood, washout, derailment, and the engineer is returned to the originating terminal. In that event, the engineer will be placed first out after eight hours rest, being given first consideration for deadhead to his home terminal

D. There will be no commingling of work or exchange of trains between the pools established herein and the regular Amarillo - Clovis, Amarillo - Wichita Falls and Wichita Falls - Ft. Worth pools.

E. The Clovis extra board created here will not be used to supplement the existing Clovis extra board, or vice versa.

Article 2 - Job Allocations

A. Engineers' positions at Clovis will be allocated on the following basis:

Turns 1 through 9	Santa Fe Slaton
Turns 10, 12, 14 and so on	BN
Turns 11, 13, 15 and so on	Santa Fe Slaton

If the Santa Fe allocations are not filled by the designated forces, the senior BN (FWD) district engineers and the senior Santa Fe engineers at Amarillo would have alternating rights to fill the position, starting with BN first; if none bid, then Santa Fe Clovis engineers could bid to fill the positions. If BN allocations are not filled by the designated forces, Santa Fe Slaton/Amarillo and then Santa Fe Clovis engineers could bid to fill the positions. If force assignment becomes necessary, Santa Fe Clovis engineers would be used.

B. Engineers' positions at Ft. Worth in this service will be allocated on the following basis:

Turn 1, 3, 5, 7, 9	Santa Fe Sweetwater
Turn 2, 4, 6, 8	Santa Fe Alliance
Turn 10	BN
Turn 11	Santa Fe Alliance
Turn 12	BN
Turn 13	Santa Fe Sweetwater

If the Santa Fe allocations are not filled by the designated forces, Santa Fe engineers from the other point (Sweetwater or Alliance) and then BN engineers could bid to fill the positions; if BN allocations are not filled by the designated forces, Santa Fe Alliance and then Santa Fe Sweetwater engineers could bid to fill the positions. If force assignment becomes necessary, Santa Fe Alliance engineers would be used.

C. In the application of the allocations set forth here, a turn shall be added when the pool miles increases by more than 4400.

D. If there is any rerouting in the future between the Lampassas Sub and the former FWD, the company will follow the procedures of BNSF Merger Implementing Agreement 1 in providing notification.

E. In the event a former BN employee, based at Wichita Falls, takes a BN allocated assignment in the Alliance pool, every effort will be made to afford him the earliest feasible call, and he will receive not less than a two-hour call.

Article 3 - Applicable Schedule

A. Except as specifically provided herein, the Santa Fe Schedule for Engineers will apply to the runs and crews covered by this Agreement.

B. When a BN engineer takes a position in these pools, he will take the conditions of the assignment.

C. 1. When an engineer in either the Clovis pool or the Alliance pool is called and released after time of going on duty, but before the road trip commences, such engineer will be paid a basic day and stand first out, after receiving eight hours rest.

C. 2. When an engineer in this pool freight service is called and released before going on duty, but after leaving his calling place, such engineer will be paid one-half of a basic day and stand first out.

C. 3. When an engineer in this pool freight service is called and released before going on duty, and before departing his calling place, no payment will be allowed, but such engineer will stand first out.

D. Applicable schedule rules will apply to engineers required by carrier to attend formal investigations; however, an engineer in this service who is ordered by the company

to appear for a formal investigation at a location not on his original seniority district will be compensated for the deadhead miles over the other seniority district whether or not the crew member receives discipline. However, to the extent feasible, formal investigations will be held at the home terminal of the employees involved.

E. Engineers will lay off at the home terminal, except in case of emergency, such as illness or injury, and will report to home terminal only. They will be permitted to ride train to home terminal provided they notify dispatcher in advance.

Article 4 - Dogcatching

A. At Clovis on trains in this service coming west and at Ft. Worth on trains in this service coming east, dogcatching will be handled by the destination extra board.

B. 1. When Clovis engineers, destined to Childress, must tie up under the Hours of Service Law at or east of Estelline, the first out Ft. Worth engineer tied up at Childress may be used to provide relief. When so used, the Ft. Worth engineer will be transported to the train and handle it through Childress without release, and handle the train on to Ft. Worth. Ft. Worth engineers used in this manner will be paid actual miles transported and run west of Childress with a minimum of 25 miles.

B. 2. When Ft. Worth engineers, destined to Childress, must tie up under the Hours of Service Law at or west of Quanah, the first out Clovis engineer tied up at Childress may be used to provide relief. When so used, the Clovis engineer will be transported to the train and handle it through Childress without release, and handle the train on to Clovis. Clovis engineers used in this manner will be paid actual miles transported and run east of Childress with a minimum of 30 miles.

B. 3. If a train destined to Childress does not make it to the points specified above, it will be dogcaught by the first out pool engineer at the home terminal.

C. Engineers in this service will not be required to trade trains in opposite direction and will not be required to trade trains with other pools operating over these lines.

Article 5 - Supplements

The elements contained within this article are included strictly and only in exchange for the Organization's cooperation in expeditiously reaching a voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the New York Dock Conditions. Since these elements go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they shall have no application, precedential value or persuasive force in **any** other setting, including failure of ratification.

A. In order to expedite the movement of trains operating in this service, the Company shall determine the conditions under which such engineers may stop to eat. When engineers, working or deadheading, are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless the engineer is on duty in excess of eight hours, in which event \$6.00 will be allowed in lieu of the \$1.50.

B. Crews coming on duty at the home terminal of Clovis will receive a three-hour call.

C. The rate of pay provided by the January 1, 1990 Agreement will apply to the runs created here.

D. If the hours of service expire for any engineer in this service prior to reaching his relieving point, and if overtime has not yet commenced, that engineer will be allowed a transportation allowance of 45 minutes at the overtime rate.

E. Engineers in this service who are held at their away-from-home terminal will be paid continuous time for all time held after the expiration of sixteen hours from the time relieved from previous duty, at the rate paid for last service, until called for service or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service, or when deadheading, at the time the train departs on its road trip. If transportation other than a train is used for deadheading, HAFHT time shall cease at the time of departure of the other mode of transportation. (If an engineer is called and released, held time will not be broken. However, there will be no duplicate payment for held time and time on duty.)

F. Any employee with seniority established prior to November 1, 1985, who elects to take the service covered by this agreement, will retain eligibility for duplicate time payments on this new assignment.

G. The payment to engineers deadheaded terminal to terminal will be as follows:

1. Engineers operating in these pools shall not be deadheaded more than one time per calendar month.
2. If an engineer is deadheaded in excess of that specified above, the engineer shall be paid actual miles.
3. If an engineer stands to deadhead, but has already deadheaded in that calendar month, the engineer can be runaround without penalty to the company.
4. The provisions of this section will supersede all other rules, agreements and/or understandings that are in conflict with this section.

Article 6 - Lodging, Expenses and Moving Benefits

A. During the first six-month period, the company shall provide lodging at both the home and the away-from-home terminals (except at the employee's own home point) and a daily meal allowance of \$40 (or, at Ft. Worth, \$80 per day if the employee elects to provide his own lodging), unless the employee has taken moving benefits.

B. The moving and real estate benefits provided in the New York Dock Conditions are applicable here.

Article 7 - Effect of this Agreement

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 Interstate Commerce Commission and incorporated here by paragraph B of this Section XIV.

Article 8 - Effective Date and Changes

A. This agreement will become effective _____, pending ratification and/or arbitration by all crafts involved.

B. This Agreement may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at _____ this _____ day of _____, 1997

for BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

AGM
General Chairman

for THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.

WAB
Director - Labor Relations

J.D.M.
General Chairman

B. G. H.
Vice President

BNSF MERGER IMPLEMENTING AGREEMENT 12

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

and

UNITED TRANSPORTATION UNION

1. 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.

2. This Implementing Agreement is made in accordance with a Notice served by the company on May 12, 1997, to establish service to operate intermodal trains, moving in the California - Dallas/Ft. Worth corridor, between Clovis, New Mexico and the consolidated Ft. Worth terminal.

IT IS AGREED:

Article 1 - Terminals

A. A home terminal is established at Clovis, New Mexico, with an conductors' pool and extra list. Conductors in this pool will work east to Childress, Texas, the away-from-home terminal in this service (and west out of Childress back to Clovis, their home terminal). Pay miles for this run are 219.

B. A new conductor's pool and extra list is established at the consolidated Ft. Worth terminal. Conductors in this pool and on this extra list will work west to Childress, Texas.

the away-from-home terminal in this service (and east out of Childress back to Ft. Worth, their home terminal). Pay miles for this run are 217.

C. Pool freight crews called for and departing the terminal in this service will be allowed the above mileage except when the service is interrupted by an emergency such as flood, washout, derailment, and the pool freight crew is returned to the originating terminal. In that event, the crew will be placed first out after eight hours rest, being given first consideration for deadhead to its home terminal.

D. There will be no commingling of work or exchange of trains between the pools established herein and the regular Amarillo - Clovis, Amarillo - Wichita Falls and Wichita Falls - Ft. Worth pools.

E. The extra boards created here will not be used to supplement the existing extra boards at those points, or vice versa.

Article 2 - Job Allocations

A. Conductors' positions at Clovis will be allocated on the following basis:

Turns 1 through 9	Santa Fe Slaton
Turns 10, 12, 14 and so on	BN
Turns 11, 13, 15 and so on	Santa Fe Slaton

If the Santa Fe allocations are not filled by the designated forces, Santa Fe Clovis conductors and then BN conductors could bid to fill the positions; if BN allocations are not filled by the designated forces, Santa Fe Slaton and then Santa Fe Clovis conductors could bid to fill the positions. If force assignment becomes necessary, Santa Fe Clovis conductors would be used.

B. Conductors' positions at Ft. Worth in this service will be allocated on the following basis:

Turn 1 through 9	Santa Fe
Turn 10	BN
Turn 11	Santa Fe
Turn 12	BN
Turn 13	Santa Fe
Turn 14 -17	(Repeat sequence 10 through 13)

If the Santa Fe allocations are not filled by the designated forces, Santa Fe conductors from the other point and then BN conductors could bid to fill the positions; if BN allocations are not filled by the designated forces, Santa Fe Alliance and then Santa Fe Sweetwater conductors could bid to fill the positions. If force assignment becomes necessary, Santa Fe Alliance conductors would be used.

C. In the application of the allocations set forth here, a turn shall be added when the pool miles increases by more than 4400.

D. If there is any rerouting in the future between the Lampassas Sub and the former FW&D, the company will follow the procedures of BNSF Merger Implementing Agreement 1 in providing notification.

E. In the event a former BN employee, based at Wichita Falls, takes a BN allocated assignment in the Alliance pool, every effort will be made to afford him the earliest feasible call, and he will receive not less than a two-hour call.

Article 3 - Applicable Schedule & Other Matters

A. Except as specifically provided herein, the crews based at Clovis will be governed by any and all Santa Fe proper agreements applicable to them. Except as specifically provided here, crews working between Alliance and Childress will be governed by any and all Santa Fe Northern and Southern Division agreements applicable to them.

B. When a BN conductor takes a position in these pools, he will take the conditions of the assignment, but will also be paid lonesome pay under the BN Crew Consist Agreement and one contribution of \$48.25 will be made to the productivity fund.

C. 1. When a conductor in either the Clovis pool or the Alliance pool is called and released after time of going on duty, but before road trip commences, such conductor will be paid a basic day and stand first out, after receiving eight hours rest.

C. 2. When a conductor in this pool freight service is called and released before going on duty, but after leaving his calling place, such conductor will be paid one-half of a basic day and stand first out.

C. 3. When a conductor in this pool freight service is called and released before going on duty, and before departing his calling place, no payment will be allowed, but such conductor will stand first out.

D. Applicable schedule rules will apply to conductors required by carrier to attend formal investigations; however, a conductor in this service who is ordered by the company to appear for a formal investigation at a location not on his original seniority district will be compensated for the deadhead miles over the other seniority district whether or not the crew member receives discipline. However, to the extent possible, formal investigations will be held at the home terminal of the employees involved.

E. Conductors will lay off at the home terminal, except in case of emergency, such as illness or injury, and will report to home terminal only. They will be permitted to ride train to home terminal provided they notify dispatcher in advance.

Article 4 - Dogcatching

A. At Clovis on trains in this service coming west and at Ft. Worth on trains in this service coming east, dogcatching will be handled by the destination extra board.

B. 1. When Clovis conductors, destined to Childress, must tie up under the Hours of Service Law at or east of Estelline, the first out Ft. Worth conductor tied up at Childress may be used to provide relief. When so used, the Ft. Worth conductor will be transported to the train and handle it through Childress without release, and handle the train on to Ft. Worth. Ft. Worth conductors used in this manner will be paid actual miles transported and run west of Childress with a minimum of 25 miles.

B. 2. When Ft. Worth conductors, destined to Childress, must tie up under the Hours of Service Law at or west of Quanah, the first out Clovis conductor tied up at Childress may be used to provide relief. When so used, the Clovis conductor will be transported to the train and handle it through Childress without release, and handle the train on to Clovis. Clovis conductors used in this manner will be paid actual miles transported and run east of Childress with a minimum of 30 miles.

B. 3. If a train destined to Childress does not make it to the points specified above, it will be dogcaught by the first out pool conductor at the home terminal.

C. Conductors in this service will not be required to trade trains in opposite direction and will not be required to trade trains with other pools operating over these lines.

Article 5 - Supplements

The elements contained within this article are included strictly and only in exchange for the Organization's cooperation in expeditiously reaching a voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the New York Dock Conditions. Since these elements go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they shall have no application, precedential value or persuasive force in **any** other setting, including failure of ratification.

A. In order to expedite the movement of trains operating in this service, the Company shall determine the conditions under which such conductors may stop to eat. When conductors, working or deadheading, are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless the conductor is on duty in excess of eight hours, in which event \$6.00 will be allowed in lieu of the \$1.50.

B. Crews coming on duty at the home terminal of Clovis will receive a three-hour call.

C. If the hours of service expire for any conductor in this service prior to reaching his relieving point, and if overtime has not yet commenced, that conductor will be allowed a transportation allowance of 45 minutes at the overtime rate.

D. Conductors in this service who are held at their away-from-home terminal will be paid continuous time for all time held after the expiration of sixteen hours from the time relieved from previous duty, at the rate paid for last service, until called for service or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service, or when deadheading, at the time the train departs on its road trip. If transportation other than a train is used for deadheading, HAFHT time shall cease at the time of departure of the other mode of transportation. (If an conductor is called and released, held time will not be broken. However, there will be no duplicate payment for held time and time on duty.)

E. Any employee with seniority established prior to November 1, 1985, who elects to take the service covered by this agreement, will retain eligibility for duplicate time payments on this new assignment.

F. The payment to conductors deadheaded terminal to terminal will be as follows:

1. Conductors operating in these pools shall not be deadheaded more than one time per calendar month.

2. If a conductor is deadheaded in excess of that specified above, the conductor shall be paid actual miles.

3. If a conductor stands to deadhead, but has already deadheaded in that calendar month, the conductor can be runaround without penalty to the company.

4. The provisions of this section will supersede all other rules, agreements and/or understandings that are in conflict with this section.

Article 6 - Lodging, Expenses and Moving Benefits

A. During the first six-month period, the company shall provide lodging at both the home and the away-from-home terminals (except at the employee's own home point) and a daily meal allowance of \$40 (or, at Ft. Worth, \$80 per day if the employee elects to provide his own lodging), unless the employee has taken moving benefits.

B. The moving and real estate benefits provided in the New York Dock Conditions are applicable here.

Article 7 - Effect of this Agreement

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 Interstate Commerce Commission and incorporated here by paragraph B of this Section XIV.

Article 8 - Effective Date and Changes

A. This agreement will be effective July 15, 1997, pending ratification and/or arbitration by all crafts involved.

B. This Agreement may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at _____ this _____ day of _____, 1997.

for UNITED TRANSPORTATION
UNION

General Chairman

for THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.

Director - Labor Relations

General Chairman

General Chairman

Approved:

Vice President