

BNSF MERGER IMPLEMENTING AGREEMENT 18D

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 local and switching service in the territory between Houston and Galveston.

IT IS AGREED:

Article 1 – Elimination of Duplicative Service in the Houston – Galveston Area

Section 1

A. A BN local assignment that handled traffic in the Houston – Galveston corridor, including switching at Texas City and Galveston, has been abolished. The Santa Fe local assignment that handled traffic in the Houston – Galveston corridor, including switching at stations and industries between Houston and Galveston, has also been abolished.

B. In lieu of those two local assignments, a variety of service patterns have since been used: one local assignment, two road switchers and so on. This agreement is intended to apply to and govern whatever service pattern is used to provide local and switching service in this corridor.

C. Any BNSF local or road switch assignment operating in the Houston – Galveston corridor may perform any work that that type of assignment may perform at any point or station along the corridor, regardless of pre-merger ownership or affiliation.

Section 2

In order to preserve work equities in this area, the following arrangements are made:

- A. Before the merger, there were 10 Santa Fe assignments and 1 BN assignment working in the Pearland - Galveston area; in other words, a 91% - 9% work equity division. It is not possible, at this late date, to do a detailed work analysis of these assignments.
- B. 1. Figured on the "percentage of equity" basis of the assignments, the following is the work allocation which will govern the assignments south of Houston:
 - 1. ATSF
 - 2. ATSF
 - 3. ATSF
 - 4. ATSF
 - 5. ATSF
 - 6. BN
 - 7. ATSF
 - 8. ATSF
 - 9. ATSF
 - 10. ATSF
 - 11. ATSF
- B. 2. If more than eleven assignments are established to work in this territory south of Houston, the parties will promptly meet to agree on an equitable distribution of the additional assignments.
- C. If there are 11 or more assignments, the BN prior righted people will have their allocation for a full calendar year. If there are fewer than 11 assignments, BN prior righted people will have their allocation for a portion of the calendar year, as follows:
 - 10=11 months
 - 9=10 months
 - 8= 9 months
 - 7= 8 months
 - 6= 7 months
- D. The BN equity allocation, as set forth above, would be taken on a Houston-Galveston local assignment with its home terminal at Houston. If there is no such assignment, a Houston-Galveston assignment with its home terminal at Galveston would have its home terminal point swung over to Houston for the time period specified in paragraph C of this Section. If there is no such assignment, the parties will meet to decide the assignment, if any, on which BN forces will recover their equity.

- E. The BN allocation will only be open to former BN employees with seniority dates prior to September 22, 1995. If there are no such bidders, the allocated positions may be filled by any other employee, in seniority order.
- F. If a former BN employees is filling the engineer's allocation, the allocated assignment would work under former JTD rules, and relief for that assignment would be provided by the JTD's Houston extra board. If that board is exhausted, and there are no JTD employees available, the vacancy may be protected by the SF Galveston extra board. In that case, the earnings of the assignment will be paid separate and apart from the extra board guarantee.

Section 3

The engineer on one of the locals on the day this agreement goes into effect will be automatically certified as eligible for displacement and/or dismissal allowances as set forth in Articles 5, 6 and 11 of the New York Dock Conditions.

Article 2 - General

Section 1.

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 (360 I. C. C. 60, 84-90) which, by this reference, are incorporated here.

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.

Section 2

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. This agreement will expire and be of no further force and effect when there are no more former JTD employees with seniority dates that precede September 22, 1995.

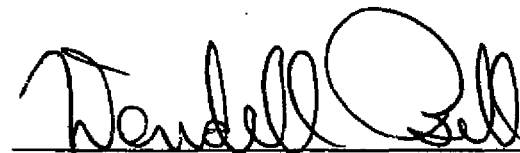
Signed and accepted at St. Louis, Mo. this 26th day of March, 2000

for BROTHERHOOD OF
LOCOMOTIVE

for THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.

ENGINEERS


General Chairman


General Director - Labor Relations


General Chairman

Approved:


Vice President