

IMPLEMENTING AGREEMENT No. 5

between

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

and

UNITED TRANSPORTATION UNION

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:

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

On BN line to Teague/Houston: MP 2
On SF line to Temple/Houston: MP 339.7

Section 2.

Except as provided here, the Santa Fe's collective bargaining agreements applying to Yardmen (or a workable amalgamation mutually agreed to on or before February 1, 1996) will apply to all yard assignments within the consolidated terminal.

Section 3.

A. Employees with a seniority date as a trainman-yardman on September 22, 1995 on BN's Midwest Seniority District will be added to the bottom of the trainman-yardman's roster for Santa Fe's Seniority District No. 1 and the Consolidated Old Texas Division and vice versa. As provided here, such topped and bottomed employees shall have prior rights to service on or allocated to their former seniority district. If seniority of former BN or former Santa Fe employees is consolidated prior to March 1, 1997, 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 22, 1995 and such employees will be ranked in accordance with their standing on the former home road (BN or SF) consolidated roster.

B. Employees hired after September 22, 1995 on BN's Midwest Seniority District and Santa Fe's Seniority District No. 1 and the Consolidated Old Texas Division will establish seniority on both rosters.

C. It is understood that employees with prior rights under this section may, but will not be required to protect service off their prior rights territory. Existing obligations to protect their seniority on their pre-existing district are not diminished or expanded by this agreement. The limits of the consolidated terminal and their assignments there are not considered service off their prior rights territory; the limits of the consolidated terminal do expand the limits of their pre-existing districts.

Section 4.

A. 1. All yard assignments in the consolidated terminal will be allocated on the basis of total yard engine hours worked in the respective 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: 35

SF: 65

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 yardmen 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 in accordance with the provisions of the Ritter Award, dealing with consolidation of FWD and Frisco seniority at Ft. Worth.

C. Senior yardmen 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 attached table. This number will denote the yardman's standing in the terminal for the selection of regular yard and extra board assignments until dislodged by a senior yardman from his prior rights 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 yardmen on Santa Fe's Seniority District No. 1 and the Consolidated Old Texas Division and BN's Midwest 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, yardmen 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 position will be filled by force assigning the junior yardman on the consolidated Ft. Worth Yard extra list.

F. 2. In the event a position goes no-bid, and it is to be filled by a Santa Fe employee under the Order of Selection List, the position will be filled by following the procedures set forth in Article 27 (b) and (c) of the Santa Fe Yardmen's Schedule.

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 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 have no applicability or argumentative force in any other setting, including failure of ratification.

Section 1.

The single, consolidated yard extra board at Ft. Worth will be a guaranteed board, as provided in Attachment C to the September 1, 1989 Santa Fe Crew Consist Agreement.

Section 2.

A. For yardmen with seniority prior to September 22, 1995, the rates of pay and applicable arbitraries in effect for yard foremen or helpers on their predecessor road will continue to apply.

B. For employees working in the consolidated Ft. Worth Yard who were on the BN's *FWD Seniority District and Ft. Worth Seniority District rosters* prior to September 22, 1995, Articles VII and VIII of the November 1, 1993 Crew Consist Agreement will continue to apply. Productivity fund contributions will continue to be made for 40% of yard crew assignments working in the terminal, regardless of whether BN prior rights employees are working on such assignments.

C. Yardmen in the consolidated Ft. Worth Yard who were on the BN's Midwest Seniority District roster prior to September 22, 1995 will continue to select their vacations under the terms of the agreement of February 9, 1979.

D. Any employee with seniority established prior to November 1, 1985, who elects to utilize the expanded seniority rights afforded by this agreement, will retain eligibility for duplicate time payments on his new assignment.

E. When trainmen are moved into engine service under the terms of applicable agreements, they will not lose their entitlement to displacement allowances. During such period, offsets for higher-rated ground service positions will not be taken; however, they will have an obligation to maximize their earnings in engine service.

Section 3.

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

Section 4

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

B. Trainmen operating from Teague into the Alliance Yard facility in the consolidated Ft. Worth terminal will be allowed 151 pay miles. Trainmen operating from Madill into the

Alliance Yard facility in the consolidated Ft. Worth terminal will be allowed 154.2 pay miles.

Section 5

A. Yardmen who were working in or associated with¹ yard service at Ft. Worth during the entire month of July, 1995 will be automatically certified as eligible for displacement or dismissal allowances on the date the consolidation is made effective.

B. Notwithstanding anything in the *New York Dock Conditions*, displacement or dismissal allowances payable to employees 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 allowances 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 yardmen who have left the service for any reason² has exceeded 4%. Also, this suspension will not be effective during 1998 and thereafter if, by January 1, 1998, the number of automatically certified yardmen 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

¹ "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 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.

² "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.

Section 1.

A. Once the BN and Santa Fe Ft. Worth yards (Terminal) is consolidated, there will be no restrictions on the yard work a yard crew can perform under collective bargaining agreements within the new consolidated BN - Santa Fe Ft. Worth Yards.

B. In situations where yard crews may properly perform service outside of switching limits, such service may be assigned to any yard crew in the consolidated terminal.

C. Road crews 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.

D. 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.

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 in accordance with schedule agreements.

Section 3.

Except as provided here, road crews operating into or out of this consolidated terminal and switching limit will be governed by their respective rules. Road mileage payable to crews operating into the consolidated terminal will be computed on the basis of the schedule rules dealing with calculation of mileage allowances that are currently 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 applicable law.

Signed and accepted at FT WORTH TX this 21st day of FEBRUARY, 1996

for UNITED TRANSPORTATION
UNION

[Signature]
General Chairman

[Signature]
General Chairman

[Signature]
General Chairman

[Signature]
Associate Chairman

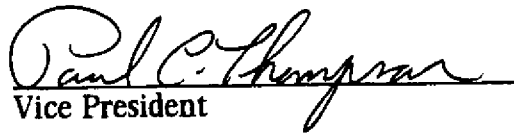
for BURLINGTON NORTHERN RR.
ATCHISON, TOPEKA &
SANTA FE Ry.

[Signature]
Assistant Vice President

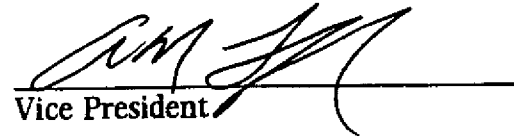
[Signature]
Assistant Vice President

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Director - Labor Relations

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Director - Labor Relations


Vice President


Director - Labor Relations


Vice President

December 1995

**ORDER SELECTION LIST
BURLINGTON NORTHERN/SANTA FE RR
ATSF 65% - BN 35%**

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

* Position available to those former Frisco employees covered by the provisions of the Ritter Award, as referenced in Article I, Section 4B2 of this Agreement.