

IMPLEMENTING AGREEMENT NO. 10
between
BURLINGTON NORTHERN RAILWAY
ATCHISON, TOPEKA AND SANTA FE RAILWAY
and
UNITED TRANSPORTATION UNION (UTU)

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 I

- a. At Galesburg, Illinois, Burlington Northern yard crews may be used to spot and pull empty mechanical cars from the Santa Fe intermodal facility and use adjacent tracks, as necessary, to switch and store empty mechanical cars.
- b. Burlington Northern yard crew will not be required to handle cars other than mechanical reefers to and from the former Santa Fe intermodal facility. Burlington Northern crew will not be used or required to spot, pull or handle cars to any customer served by Santa Fe.

Article II

- a. The Carrier shall record the actual time spent by the former Burlington Northern yard crews on Santa Fe track handling cars at the former Santa Fe intermodal facility. This time will be calculated from the time the crew commences work on the former Santa Fe track until they complete work on former Santa Fe track. A report of such time shall be furnished to the General Chairmen and Local Chairmen within ten days of the end each month. When 30 days (240 hours) have accumulated, the Local Chairmen must take appropriate action to advertise positions for purposes of immediate equalization. Equalization of time will be apportioned between foremen and helpers in the same ratio as the accumulated hours of yard engine foremen and helpers.

If and when one or more positions are advertised and assigned, all accumulated miles will be waived if no Santa Fe employees bid on such positions and a new accumulating period will begin.

If and when one or more positions are advertised, any former Santa Fe employees can only be bumped by senior Santa Fe employees. Santa Fe employees cannot be bumped by former Burlington Northern employees.

Article III

Employees determined to be adversely effected as a result of this I.C.C. approved operational change will be protected under the terms of New York Dock as imposed by the I.C.C. in Finance Docket 32549.

Article IV

- 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 New York Dock conditions (Finance Docket No. 28250) which, by this reference, are incorporated here.
- c. Nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in New York Dock conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this article.

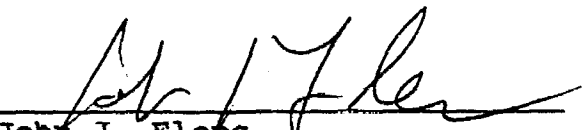
AGREED:



Joe G. Bailey



Ken Mason



John J. Fleps



Daniel J. Kozak



Wendell A. Bell



Milton H. Siegele, Jr.