

**IMPLEMENTING AGREEMENT NO. 10A**  
**between**  
**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**  
**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 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 April 17, 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 (BN) and Santa Fe (SF) at Galesburg will be consolidated. The new switching limits for the consolidated yard at Galesburg are:**

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

**B. Except as provided here, BN collective bargaining agreements (former CB&Q) for yardmen 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, which 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 crew arrives Maytag switch (second switch east of Linwood Road crossing) or switch at M.P. 180.1 on former Santa Fe track, until crew 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. Equalization of time will be apportioned between foreman and helpers in the same ratio as the accumulated hours of yard engine foremen and helpers.
- D. When 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.
- E. When positions are advertised, only former Santa Fe employees can be bumped by senior Santa Fe employees. Santa Fe employees cannot be bumped by former Burlington Northern employees.
- 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 employees (Conductor D. M. Hufnagel and Brakeman B. J. Veile) 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 employees who receive this automatic certification will be reduced for each day that they individually lose 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.

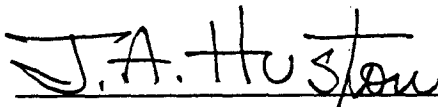
Signed and accepted at Fort Worth, TX this 22 day of July, 1999.

For:

United Transportation Union



K. W. Mason  
General Chairman

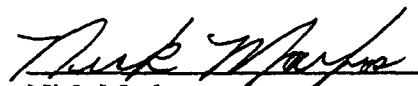


J. A. Huston  
General Chairman

Burlington Northern Santa Fe  
Railway Company



Milton H. Siegele, Jr.  
AVP, Labor Relations



Nick Markos  
Director, Labor Relations