

IMPLEMENTING AGREEMENT NO. 2

between

BURLINGTON NORTHERN RAILWAY  
THE 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 - Fort Madison/Kansas City Service

Section 1 - Routes and Mileage

Santa Fe crew headquartered at Fort Madison will operate between Fort Madison and Kansas City using either Santa Fe's route or BN's route (via Bucklin). Crews operating in this service will be paid the following miles based on the route they use:

<u>Route</u>		<u>Westbound</u>	<u>Eastbound</u>
Santa Fe	-	223	223
Burlington Northern	-	223	223

Crews can use either the Santa Fe route or the BN route (via Brookfield and Bucklin) when operating between Fort Madison and Kansas City.

Section 2 - Lodging

Crews can be lodged at either the Burlington Northern lodging facility or the Santa Fe lodging facility or one common lodging facility, provided that the lodging facility utilized meets the standards of one or both of the applicable agreements which describe the standards that lodging facilities must meet.

Section 3 - Applicable Agreement

All employees working between Kansas City and Fort Madison will work under the terms of the collective bargaining agreements applicable to Santa Fe employees represented by the United Transportation Union (UTU). Provisions of the agreement establishing service through Marceline will remain in effect unless explicitly changed by this agreement.

Section 4 - Hours of Service Law Relief

When it is necessary to call a road crew out of a terminal to relieve an crew tied up under the Hours of Service Act, the following will prevail:

Westbound Trains

Relief Provided

Between Fort Madison and Marceline, including Marceline on Santa Fe and between Bucklin and Brookfield on Burlington Northern

Between Marceline and Kansas City on Santa Fe and between Brookfield and Kansas City on Santa Fe

Relief Provided By

The Fort Madison/Kansas City pool freight crew standing first-out at Fort Madison

Satellite Extra Board

Eastbound Trains

Relief Provided

Between Kansas City and Marceline, including Marceline on Santa Fe and between Kansas City and Brookfield on Burlington Northern

Between Marceline and Fort Madison on Santa Fe and between Brookfield and Bucklin on Burlington Northern

Relief Provided By

The Fort Madison/Kansas City pool freight crew standing first-out at Kansas City

The Fort Madison conductors' and brakemen's extra boards

Article II - Protection

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

Article III

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 Docket 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 the New York

Dock conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this article.

Article IV - Spirit of Cooperation


The parties have negotiated this agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of the agreement.

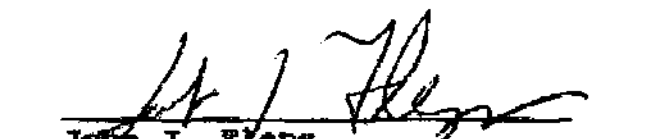
Article V

This agreement will become effective not less than 10 days after it is executed by the parties. It may be later changed by mutual agreement or in accord with Section 4 of New York Dock conditions.


Signed and accepted at FT Worth TX this 12th day of April, 1996.

AGREED:

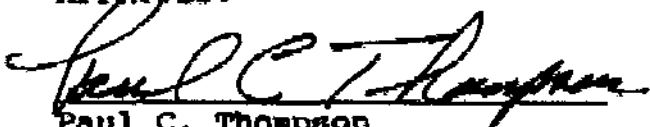
  
Joe G. Bailey  
General Chairman - UTU


  
John J. Fleps  
Vice President -  
Labor Relations

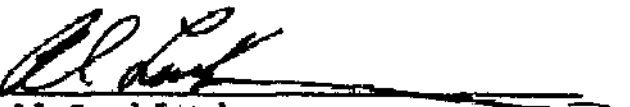
  
Ken Mason  
General Chairman - UTU

  
Daniel J. Korak  
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APPROVED:


  
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