

IMPLEMENTING AGREEMENT No. 7

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 - Elimination of Duplicative Service in Plainview - Lubbock Area

Section 1.

- A. The BN road switcher assignment performing switching for Lubbock will be abolished. The SF road switcher assignment performing switching for Plainview will be abolished. The traffic handled by these assignments will, instead, be handled in existing service.
- B. One leg of the BN train running between Amarillo and Plainview will be abolished, and the traffic handled by this assignment will, instead, be handled in existing service.

Section 2.

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

a. All Lubbock - based assignments will be filled by ground service employees from the Santa Fe's Slaton seniority district.

b. The first Plainview - area assignment will be "red-tagged" for ground service employees with seniority prior to September 22, 1995 on the Santa Fe roster, if they desire to take this assignment. If no Santa Fe ground service employees desire to take this assignment, it can be occupied by a BN ground service employee until such time as a Santa Fe ground service employee desires to occupy the "red-tagged" position. All additional Plainview - area assignments will go to ground service employees on the Ft. Worth & Denver Consolidated seniority roster.

c. If an additional Amarillo - South Plains train (Plainview or Lubbock or Slaton) is added, that assignment will go to ground service employees on the Ft. Worth & Denver Consolidated seniority roster, provided that the home terminal is Amarillo.

d. If both General Chairmen jointly request a review of the work equity arrangements, the railroad and the involved General Chairmen shall review said arrangements and, if all three parties are in agreement, make redesignations of work equity arrangements that may be warranted because of increases or decreases in the number of assignments.

Section 3.

Any employees who are adversely affected as a result of the job abolishments set forth above will be entitled to 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 (Finance Docket No. 28250) which, by this reference, are incorporated here.

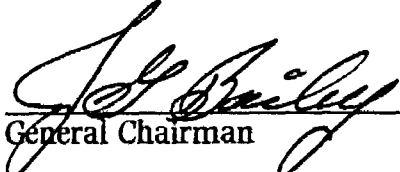
C. Nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the New York Dock Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

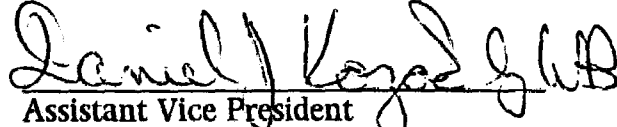
Section 2. This agreement will become effective not less than 10 days after it is executed by the parties, and may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at Fort Worth, Tx. this 21st day of February, 1996

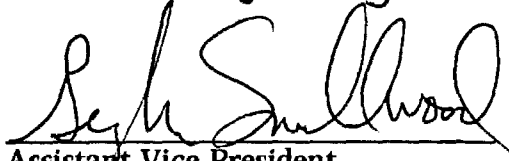
for UNITED TRANSPORTATION
UNION

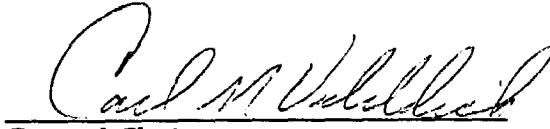
for BURLINGTON NORTHERN RR.
ATCHISON, TOPEKA &
SANTA FE Ry.


General Chairman


Assistant Vice President

General Chairman

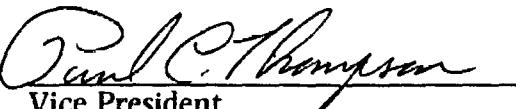

Assistant Vice President


General Chairman


Director - Labor Relations


Associate Chairman


Director - Labor Relations


Vice President


Director - Labor Relations

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