

IMPLEMENTING AGREEMENT No. 9

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 - Operational Changes in Wichita Area

Section 1.

A. The BN Local 91666-91667, serving Wichita from Neodesha and returning, will be abolished, to be replaced by a Neodesha - based turnaround local, which will turn at about Augusta, Kansas. All traffic destined from or to Wichita will move via former Santa Fe lines.

B. The present terminal and switching limits of the Burlington Northern ("BN") and Santa Fe ("SF") at Wichita will be consolidated. The new switching limits for the consolidated yard at Wichita are:

BN line to Neodesha            MP 501.0

BN line to Valley Center	MP 515.3
ATSF line to Mulvane	MP 206
ATSF line to Newton	MP 216.6

C. Once the BN and Santa Fe Wichita 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 Wichita yards.

D. 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.

E. 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.

F. 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.

G. Except as provided here, the Santa Fe's collective bargaining agreements applying to Yardmen will apply to all yard engine assignments within the consolidated terminal.

## Section 2.

A. Under Article 1, Section 3A of Implementing Agreement No. 6, employees with a seniority date as a trainman-yardman on September 22, 1995 have been topped and bottomed on the other predecessor's roster. Such topped and bottomed employees shall have prior rights to service on or allocated to their former seniority district.

B. 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 (including El Dorado) and their assignments there are not considered service off their prior rights territory; the limits of the

consolidated terminal (and including the limits of the El Dorado assignment) do expand the limits of their pre-existing districts.

### Section 3.

The total engine hours worked in this area in the year preceding the notice concerning this transaction is representative of a fair and equitable division of work and produced a ratio of Santa Fe: 72%; BN: 28%. In order to preserve work equities in this area, the following arrangements are made:

a. Yard engine assignments in the consolidated terminal will be allocated on a 3 - Santa Fe, 1 - BN basis. The BN allocation will be for one of the helper assignments during the first six years after this agreement is made effective; for one of the foreman assignments during the seventh year after this agreement is made effective; for one helper assignment in the eighth year; and so on. It is understood that the BN allocated position will rotate from one shift to another each year.

b. During the six years after this Agreement is made effective, if prior right BN employees are unable to work at Wichita through their acquired Santa Fe seniority, then BNSF will carry one additional trainman/yardman on the Wichita extra list, over and above the number required by Article 11 as amended of the Santa Fe Yardmen's Schedule. That additional extra list slot will be allocated to a prior righted BN employee.

### Section 4

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

B. Productivity fund contributions will be made for 28% of the yard engine assignments in the consolidated Wichita terminal.

### Section 5

A. The employees listed on Attachment A are, as of the date this agreement is made effective, automatically certified as eligible for displacement and/or dismissal allowances as set forth in Articles 5, 6 and 11 of the *New York Dock* Conditions.

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 Wichita 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 reason<sup>1</sup> 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.

#### Section 5

A. Except as provided in Section 5B, permanent vacancies on yard assignments which are allocated to SF employees will be filled by prior right SF employees and permanent vacancies on yard assignments which are allocated to BN employees will be filled by prior right BN employees.

B. If there are no bids for an allocated assignment from a prior right employee from that district, the assignment will be filled by assigning the senior bidder who is exercising additional seniority acquired under Section 3A of this agreement. If none, the assignment will be filled by the senior bidder employed subsequent to September 22, 1995. If none, only then will Santa Fe rules dealing with force assignment apply.

C. Temporary vacancies will be protected by a single, consolidated extra board, which will protect yard service.

#### Article 2 - General

---

<sup>1</sup> "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. 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.

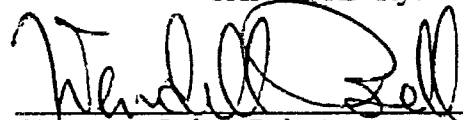
This agreement will become effective not less than 10 days after it is executed by the parties, and may later be changed by mutual agreement or in accord with applicable law.

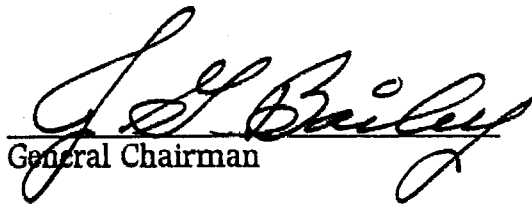
Signed and accepted at Fort Worth, Texas this 10<sup>th</sup> day of January, 1997

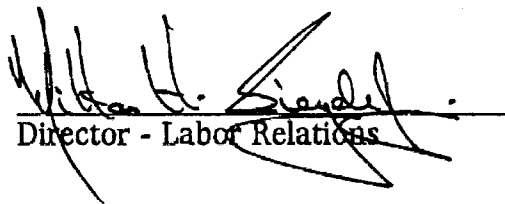
for UNITED TRANSPORTATION  
UNION

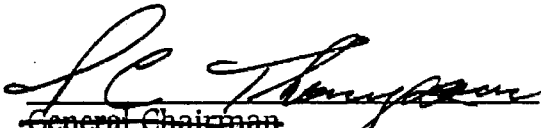
for BURLINGTON NORTHERN RR.  
ATCHISON, TOPEKA &  
SANTA FE Ry.

  
General Chairman

  
Director - Labor Relations

  
General Chairman

  
Director - Labor Relations

  
General Chairman  
Vice President

  
Vice President

ATTACHMENT A

LIST OF AUTOMATICALLY CERTIFIED TRAINMEN/YARDMEN

J. D. Hite	J. F. Bohannon
R. L. Nickel	G. L. Jones
R. F. Nowell	R. J. Abraham
R. J. Price	D. R. McGee
L. A. Taylor	J. A. Lake
R. Reyes	G. E. Millen
D. S. Gordon	G. A. Vance
S. L. Coble	T. L. Zamora
L. D. Pape	L. G. Roth
G. D. McCurdy	