

INTERSENIORITY DISTRICT SERVICE AGREEMENT

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

The purpose of this agreement is to provide for interseniority district assigned freight service operating from Amarillo to Dalhart over the Dalhart Subdivision, over the UP trackage rights to Stratford, and then returning from Stratford to Amarillo over the Boise City Subdivision. Two operational methods are permissible under the terms of this agreement.

IT IS AGREED:

1. Under the first method, Amarillo will be the home terminal for these local assignments, and Stratford will be the away-from-home terminal. One train will follow the other, with the first allocated to the FWD and the second allocated to the Santa Fe. The schedule agreement applicable to each assignment will be that of the assignment allocation. Crews working from Amarillo to Stratford via Dalhart will receive payment for the miles traversed, 113. All miles run in excess of the miles encompassed in the basic day shall be paid at the basic day local rate. Weight-on-driver additives will apply to mileage rates calculated in accordance with this provision. With a 100-mile basic day in local service, overtime will commence after 9 hours and 2 minutes. Crews working from Stratford to Amarillo (a distance of 88 miles) will receive a 100-mile basic day at the local service rate and, with a 100-mile basic day in local service, overtime will commence after 8 hours.

2. Under the second method, an assigned through freight crew, allocated to the FWD in accordance with paragraph 5 of this agreement, will handle the train from Amarillo through Dalhart to Stratford, where they will tie up, and be transported back to Amarillo. An assigned through freight crew, allocated the Santa Fe in accordance with paragraph 5 of this agreement, will be transported from Amarillo to take the train at Stratford, and bring it on to Amarillo. The schedule agreement applicable to such an assignment will be that of the assignment allocation. Payment for this deadheading combined with service will be made under Article VI, Section 1(a) of the 1986 National Agreement. All miles in excess of the miles encompassed in the basic day shall be paid for at the applicable interdivisional overmile rate. Weight-on-driver additives will apply to mileage rates calculated in accordance with this provision.

3. If the crew is tied up for rest at Kerrick, time or mileage, whichever is greater, will be allowed. When a crew is required to report for duty or is relieved from duty at a point other than Amarillo or Stratford, the company will authorize and provide suitable transportation for the crew.

4. A. The assignments covered by this agreement will be treated as being of less than 100 miles for application of holiday pay.

B. The attached Assigned Starting Time provision will apply to the FWD-allocated assignments in this service.

C. When an engineer in service covered by this agreement is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, and the time waiting for transportation exceeds one hour from the time the engineer ran out of time under the Hours of Service Law, he or she will be paid, on a minute basis, for all time spent waiting for transportation to the distant terminal. The payment shall cease upon arrival of said transportation.

Example: An engineer is tied up under the law at 8:00AM. The van arrives at 9:30AM. The engineer will be paid 90 minutes. Another engineer is tied up under the law at 8:00PM. The van arrives at 8:50PM. This engineer will not receive any additional compensation under this provision.

5. If no bids are received from the allocation, seniority will prevail. This will not, however, prevent the allocation being claimed at a later date by an employee with rights to the allocation. If force assignment is necessary, the schedule rules applicable to the allocation of the assignment will control.

6. Under the first method of operation, and for the FWD allocated assignment in the second method of operation, the Amarillo extra list will protect vacancies and hours of service relief for this service. In the second method of operation, and for the SF allocated assignment, the SF Amarillo Combination Extra Board will protect vacancies and hours of service relief.

7. Engineers working in this assigned service will not be permitted to stop to eat, and will be allowed 30 minutes at the overtime rate of pay per trip or tour of duty.

8. Employees on these assignments shall be allowed a meal allowance, at the rate provided under National Agreements, after four hours at the away from home terminal and another allowance after being held an additional eight hours.

9. This agreement will supercede any contrary agreement provisions to the extent of the conflict, and will become effective in accord with applicable provisions of the interdivisional article. It may later be changed by mutual agreement or in accord with applicable provisions of the interdivisional article.

Signed and accepted at _____ this _____ day of
_____, 2004

For BROTHERHOOD OF
LOCOMOTIVE ENGINEERS
AND TRAINMEN

for THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.

General Chairman

General Director - Labor Relations

General Chairman