

TRACKAGE RIGHTS IMPLEMENTING AGREEMENT 6

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY Co.

and

UNITED TRANSPORTATION UNION

1. 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 trackage rights approved by the Surface Transportation Board in Decision No. 44 of Finance Docket No. 32760. The purpose is also to enable the company to provide effective competition to the combined UP-SP in corridors where such trackage rights have been granted, and to allow for integration of these trackage rights operations with other BNSF operations.

2. This particular Agreement covers immediate operations in the Alvin - Corpus Christi corridor only.

IT IS AGREED:

Article 1 - Seniority Districts

Section 1.

The territory is added to the Houston - Galveston Seniority District.

Section 2

A. Alvin will be established as the on-duty point for this service. Corpus Christi will be established as the away from home terminal.

B. A pool at the Galveston source of supply will protect this service, and the Houston satellite extra board will be used to protect vacancies in the pool.

Section 3

The former Santa Fe Schedules covering conductors, as modified and amended, will be apply to this operation.

Article 2 - Selection of Forces

Section 1

Preferences to assignments for the operation will go to Conductors at the Galveston source of supply.

Article 3 - Supplements

The elements contained within this article are included strictly and only in exchange for the Organization's cooperation in expeditiously reaching a voluntary Implementing Agreement without resort to the delays and risks associated with arbitration under Section 4 of the New York Dock Conditions. Since these elements go beyond the "selection of forces" issues which are the proper and limited subject matter of Section 4, they shall have no application, precedential value or persuasive force in any other setting, including failure of ratification.

Section 1

A. A. 1. Mileage figures for Conductors in this pool are:

Alvin - Corpus via Odem/Viola	255
Alvin - Corpus via Robstown	240
Alvin - Corpus deadhead	220 ¹

A. 2. A crew in this pool may take their train at or to Manvel. If so used, they will be paid an additional 25 miles, and this will not be considered a duplicate time payment.

B. Meals enroute and overmiles on these runs will be paid as if these were Intraseniority District runs under the 1985 and 1996 National Agreements.

C. The parties agree to both of the following, subject to a thirty-day cancellation clause by either party:

1. Held Away from Home Terminal payments shall be made on a continuous basis after the expiration of 16 hours.

2. Dogcatching in this corridor will be handled on the following basis:

A. The extra list at the source of supply will be used for dogcatching on trains that are tied up at or east of Placedo.

B. A rested pool crew at the away from home terminal may be used to dogcatch trains that are tied up west of Placedo. If so used, the following will apply:

1. A crew used to dogcatch a train bound for Corpus or Robstown will next be used to handle a train or be deadheaded back to Alvin. In no circumstance will an conductor be used twice for such dogcatching service on the same trip.

2. A conductor used to dogcatch a train bound for Corpus or Robstown will, if possible, be entitled to restoration of turn at Corpus.

¹ To be paid in accordance with National Agreement provisions governing payment for deadheading.

3. If a conductor used to dogcatch a train bound for Corpus or Robstown was on held-away payment when called for such service, he will once again be eligible for such payments on conclusion of his rest following the dogcatching service.

D. When a crew is tied up after expiration of the hours of service law, the crew will, after 1 hour, go back on pay at the applicable rate, on a minute basis, until transportation departs.

E. When it is necessary to use an extra board crew for a westbound hours of service relief trip to Corpus, they will not be tied up at the away from home terminal.

Article 4 - General

Section 1

A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict. All preexisting agreements that do not conflict with the terms of this agreement remain in full force and effect.

B. This implementing agreement is made pursuant to the Norfolk & Western Conditions (360 I.C.C. 60, 84-90) which, by this reference, are incorporated here.

C. Except as specifically provided, nothing in this implementing agreement shall be interpreted to expand or contract protective benefits provided in the Norfolk & Western Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

Section 2

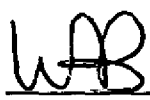
This agreement will become effective after execution by the parties. It may later be changed by mutual agreement or in accord with applicable law.

Signed and accepted at _____ this _____ day of _____, 1999

for UNITED TRANSPORTATION
UNION

for THE BURLINGTONNORTHERN
AND SANTA FE RAILWAY CO.


General Chairman


General Director - Labor Relations