

UP-SP PURCHASE/TRACKAGE RIGHTS IMPLEMENTING AGREEMENT 2

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 Houston - New Orleans/Silsbee - New Orleans corridor only. Other Implementing Agreements, to be reached later, may amend this Agreement and will address operations in other corridors.

IT IS AGREED:

Article 1 - Seniority Districts

Section 1.

The following new zones are added to the Santa Fe's Texas Grand Seniority District:

Houston Zone

Houston to Lafayette (including UP or SP trackage rights routes between Houston and Beaumont)

Lafayette Zone:

Lafayette to Avondale

Lafayette and Avondale Yards

Silsbee Zone

Silsbee to Lafayette

## Section 2

A. Unless changed by a subsequent agreement, Houston, Silsbee and Lafayette are established as the home terminals for the above new seniority zones. The carrier may establish a combination road/yard extra board at any or all of these home terminals in accordance with existing agreements. Additionally, the Carrier may establish a Yard extra Board at Avondale.

B. To provide sufficient manpower based on minor fluctuations in business, the Silsbee extra board can be used to augment the Lafayette extra board. When so used, the first-out Silsbee extra board employee(s) will be assigned to the Lafayette extra board and will be relieved upon request after seven (7) days. When used in this manner, the Silsbee extra board employee(s) will be paid a daily meal allowance of \$40.00 and be provided lodging.

In the event that a longer term manpower need arises of sixty days or less (like a grain rush), the junior trainman from Silsbee can be force assigned if there are no bids for the advertised vacancies and if such forcing does not, in turn, cause a shortage at Silsbee. When force assigned under the terms of this agreement provision, Silsbee trainmen will be provided lodging and paid a daily meal allowance of \$40 (or \$80 per day if the employee elects to provide his own lodging).

These measures are not intended to allow the Carrier to avoid the need to hire additional trainmen when genuine, long term needs exist at Lafayette. However, if the Carrier hires additional employees at Lafayette, these newly hired employees cannot be displaced (bumped) by senior employees on this seniority district during their first year of employment.

C. 1. Yard engines may be established at Avondale 10 days after the carrier provides the General Chairman with notice of its desire to do so. At the same time, an

Avondale Yard Extra Board will be established to cover vacancies on the yard assignment(s).

2. Yard engines may be established at Lafayette 10 days after the carrier provides the General Chairman with notice of its desire to do so.

3. A. Locals and road switchers may be established, in accord with governing schedule rules, to operate on lines including those acquired by purchase or trackage rights agreements.

3. B. The Lafayette extra list will provide relief for these road switcher assignments. When so used, the first-out Lafayette extra board employee(s) will be assigned to the and will be relieved upon request after seven (7) days if there is a junior employee on that extra list. When used in this manner, the Lafayette extra board employee(s) will be paid a daily meal allowance of \$40.00 and be provided lodging.

4. Locals and work trains west of Lafayette will be protected by the Silsbee extra board; locals and work trains at or east of Lafayette will be protected by the Lafayette extra board.

### Section 3

The Santa Fe Schedule Rules covering trainmen on the former Northern and Southern Divisions will be applicable in the newly-established zones.

### Section 4

A. 1. The pay miles for the routes are as follows:

Houston - Lafayette (via UP between Houston and Beaumont):	231
Houston - Lafayette (via SP between Houston and Beaumont):	220
Lafayette and Avondale:	133
Silsbee and Lafayette:	154

A. 2. Houston - Lafayette crews can receive or leave their train at Mykawa. If they do so, they will be paid actual mileage at the basic day rate (with a minimum of 25) or actual time, whichever is greater, in addition to the specified pay miles. Initial terminal delay payments for such crews will be computed from time on duty until the train resumes movement after the first stop on former Santa Fe or HB&T trackage.

**B. Final terminal delay points are:**

Lafayette eastbound:	Main track switch:	148.2
Lafayette westbound:		145.9
Avondale:	Head end switch:	12.4
New Orleans:	Belt yard:	_____
New Orleans:	CSX yard:	_____
Houston:	West Switch Mykawa:	15.1
Houston:	PTRA:	9.2
Houston:	New South Yard:	19.3

**Section 5**

When Houston or Silsbee crews, destined to Lafayette, tie up under the Hours of Service Law at or east of Midland, the first out Lafayette crew will be used to provide relief. When so used the Lafayette crew will be transported to the train and handle it through Lafayette, without release, and handle the train on to Avondale. Lafayette crews used in this manner will be paid actual miles transported and run west of Lafayette with a minimum of 25 miles.

Likewise, when a Lafayette crew, destined to Lafayette, must tie up under the Hours of Service Law at or west of New Iberia, the first out Houston or Silsbee crew (as appropriate) may be used to provide relief. When so used the Houston or Silsbee crew will be transported to the train and handle it through Lafayette, without release, and handle the train on to Houston or Silsbee, respectively. Houston or Silsbee crews used in this manner will be paid actual miles transported and run east of Lafayette with a minimum of 25 miles.

Hours of service law relief may be provided by the destination extra board if an extra board exists at the destination terminal. This contemplates that the Lafayette extra board can be called to relieve a crew that ties up under the Hours of Service Law at or east of Brimstone. If used west of Brimstone, the trip will be paid over and above the extra board guarantee. If an eastbound train ties up under the Hours of Service Law west of Brimstone, the Galveston or Silsbee extra board will be used to provide relief for trains originating at those respective points, and, in that event, the crew which has died will be

transported to Lafayette for rest. If that extra board is exhausted, a pool crew may be used to provide HOSL relief, and the crews will come out of the away from home terminal in proper order. If an extra board does not exist at Avondale, hours of service relief may be provided by the first-out pool crew at Lafayette. The provisions of this paragraph will not preclude the company from using a yard crew to provide hours of service relief as provided by current schedule rules.

## Article 2 - Selection of Forces

### Section 1

For the initial job assignments, first preferences in assignments to the newly established zones will be as follows:

Houston Zone:	Houston - Galveston Zone
Lafayette Zone:	Silsbee Zone
Silsbee Zone:	Silsbee Zone

If the initial assignments aren't filled from these primary preference zones, only then may resort be had, in order, to the rest of the Santa Fe's Texas Grand Seniority District, the Santa Fe's Grand Division, the BN Midwest and the balance of the BNSF system.

### Section 2

After the initial job assignments, employees appearing on the Santa Fe's Texas Grand Seniority District Roster will have preference to assignment on the new zones of that district. Assignments (including extra board) on any of the new territories described in Article 1 above will be bulletined for a 15-day period on the Santa Fe's Texas Grand Seniority District, and the senior trainman making application will be assigned.

### Section 3

If the procedures of Section 2 do not fill a newly established assignment, the parties will promptly confer, with a view to agreeing on a mechanism for making necessary force assignments.

#### Section 4

A. Beginning on the date assigned and continuing for 2 years thereafter, any employee who is assigned to one of the new positions and receives the UTU Moving Benefits Package cannot be displaced by a senior employee, unless the senior employee is unable to hold an assignment on his/her home seniority district. (This does not preclude normal seniority exercise and choice of assignments among employees in the newly established zones.)

B. Any employees who are awarded, or force assigned to, these newly-established positions and who elect to receive the benefits of the UTU Moving Benefits Package will have a right of return to their former location on BNSF by virtue of exercising their pre-existing seniority rights only upon the expiration of a two year period running from the date they took the new assignment. Any other employees who are awarded, or force assigned to, these newly-established positions will have a right of return to their former location by virtue of exercising their pre-existing seniority rights.

#### 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 Norfolk & Western 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

Should the carrier cease operations on one or more of the new districts, or if, for a three year period after initiation of operations, there is a sustained reduction in service on one or more of the new districts which causes the furlough of successful bidders, the affected employees who make an actual *bona fide* change in residence back to their former

location or to a new location will receive all the benefits of the UTU Moving Benefits Package, signed on March 1, 1996.

## Section 2

A. During a two year period following commencement of operations and when the pool at Lafayette requires 7 or fewer turns or when the pool at Silsbee requires 5 or fewer turns or when the Houston pool requires 5 or fewer turns, employees in freight service in that particular newly established zone shall earn a payroll period compensation guarantee of not less than the applicable guaranteed extra board rate of pay.

B. The amount of the employee's payroll period compensation guarantee may be prorated or reduced on the basis of 1/15 for each 24 hour period or portion thereof, when an employee lays off or is otherwise unavailable for service.

## Section 3

Overmiles on these runs will be paid as if these were Intraseeniority District runs under the February 7, 1992 ATSF Crew Consist Agreement.

## Section 4

For a one year period after initiation of operations, Held Away from Home Terminal payments shall be made on a continuous basis after the expiration of 16 hours.

## Section 5

For purposes of air pay and ETD/ETM allowances, Lafayette, Schriever and Avondale will be considered as terminals.

## Section 6

A crew handling a train over the H. P. Long Bridge east of Avondale, and then making one setout prior to yarding their train will be allowed an additional two hours at the pro rata rate (not to be considered a duplicate time payment).

## Article 4 - General

Section 1.

A. 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 this agreement.

B. The parties will meet within 90 days of the implementation of this Agreement to review its operation.

Section 2

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 New York Dock (360 I. C. C. 60, 84-90) and the Norfolk & Western Conditions (354 I.C.C. 605, 610-615) 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 New York Dock and the Norfolk & Western Conditions imposed by the Interstate Commerce Commission and incorporated here by paragraph B of this section.

Section 3


This agreement will become effective upon 5 days' written notice from the carrier, after execution by the parties. It may later be changed by mutual agreement or in accord with applicable law.


Signed and accepted at LAFAYETTE, LA this 6th day of  
MARCH, 1998

for UNITED TRANSPORTATION  
UNION

for THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.



  
General Chairman

  
General Director - Labor Relations

**MEMORANDUM OF AGREEMENT**

**between**

**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY Co.**

**and**

**UNITED TRANSPORTATION UNION**

**IT IS AGREED:**

1. Road switcher assignment(s) may be established at Avondale, Louisiana in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Avondale to Raceland on the Avondale Subdivision, or any portion thereof, as the service is required. The distance from Avondale to Raceland is 30 miles, thereby exceeding the 25 mile limit in each direction.


2. The provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during the tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.

3. This agreement, signed at Lafayette, Louisiana this 6th day of March, 1998, will become effective on March 30, 1998, and will remain in effect whenever the road switcher is assigned at Avondale, or until changed in accordance with the Railway Labor Act, as amended. This agreement may be canceled upon ten days written notice by either party.

for UNITED TRANSPORTATION  
UNION

  
General Chairman

for THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.

  
General Director - Labor Relations

  
Local Chairman

# MEMORANDUM OF AGREEMENT

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY Co.

and

UNITED TRANSPORTATION UNION

## IT IS AGREED:

1. Road switcher assignment(s) may be established at Schriever, Louisiana in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Schriever to Berwick and from Schriever to Avondale on the Avondale Subdivision, or any portion thereof, as the service is required. The distance from Schriever to Berwick is 28 miles and from Schriever to Avondale is 43 miles, thereby exceeding the 25 mile limit in each direction.

2. The provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during the tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.

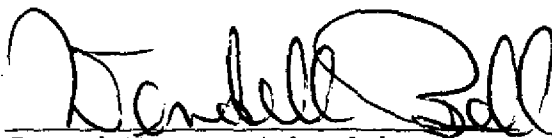
3. This agreement, signed at Lafayette, Louisiana this 6th day of March, 1998, will become effective on March 30, 1998, and will remain in effect whenever the road switcher is assigned at Schriever, or until changed in accordance with the Railway Labor Act, as amended. This agreement may be canceled upon ten days written notice by either party.

for UNITED TRANSPORTATION  
UNION



General Chairman

for THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.



General Director - Labor Relations



Local Chairman

MEMORANDUM OF AGREEMENT

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THE BURLINGTON NORTHERN AND SANTA FE RAILWAY Co.

and

UNITED TRANSPORTATION UNION

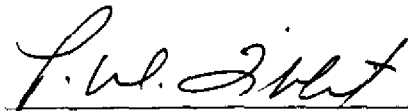
IT IS AGREED:

1. Road switcher assignment(s) may be established at Lafayette, Louisiana in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Lafayette to Midland on the Avondale Subdivision, or any portion thereof, as the service is required. The distance from Lafayette to Midland is 29 miles, thereby exceeding the 25 mile limit.

2. The provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to trainmen protecting this road switcher assignment, provided they qualify under the Holiday Pay Agreement rules, even though they may operate in excess of 100 miles during the tour of duty. It is understood this is without prejudice to the position of either party with respect to the application of any agreement rules, practices or principles involved and shall not be considered as establishing a precedent in the interpretation of such rules, practices or principles at any other point.

3. This agreement, signed at Lafayette, Louisiana this 6th day of March, 1998, will become effective on March 30, 1998, and will remain in effect whenever the road switcher is assigned at Lafayette, or until changed in accordance with the Railway Labor Act, as amended. This agreement may be canceled upon ten days written notice by either party.

for UNITED TRANSPORTATION  
UNION



General Chairman

for THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.



General Director - Labor Relations

Local Chairman