

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.

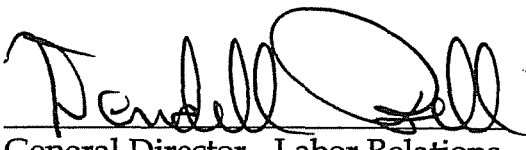
9. This agreement will supercede any contrary agreement provisions to the extent of the conflict, and will become effective in accord with applicable provisions of the interdivisional article. It may later be changed by mutual agreement or in accord with applicable provisions of the interdivisional article.

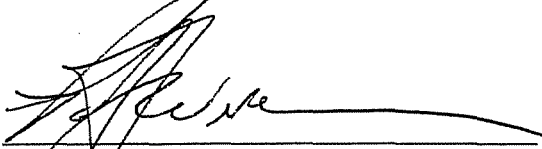
Signed and accepted at El Paso TX this 18th day of MAY, 2004

For BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS  
AND TRAINMEN

for THE BURLINGTON NORTHERN  
AND SANTA FE RAILWAY CO.

  
\_\_\_\_\_  
General Chairman

  
\_\_\_\_\_  
General Director - Labor Relations

  
\_\_\_\_\_  
General Chairman

## Assigned Starting time Provisions per 4 (B)

(1) Engineers assigned to regular runs, except in passenger and road switcher service, will have an assigned starting time which shall be specified in the bulletin covering the assignment. If brought on duty in advance of the time specified in the bulletin, a minimum payment of 100 miles at the rate of the service performed will be allowed separate and apart from all earnings of the regular assignment. If notified in writing before going off duty on previous trip that a bulletin has been posted changing the starting time of the assignment, the assigned starting time will be considered as having properly changed and no extra payment will be due under this Article. Where the change in starting time is sufficient to require readvertising under the impairment rule the run will be readvertised.

### NOTE:

This will not preclude carrier placing Engineers on duty as much as three hours (within the same calendar day) in advance of time specified in the assignment bulletin in cases where it is essential to assist or expedite restoration of service in case of an emergency such as storm, washout, wreck, or bridge burned, all within the limits of the crew's assignment. Penalty payment specified in this Article will be waived in the above circumstances.

(2) Engineers assigned to regular runs, except in passenger and road switcher service, brought on duty subsequent to starting time as specified in the bulletin assignment, will be paid from starting time as specified in bulletin assignment, unless notified at least one hour thirty minutes in advance of the starting time as specified by bulletin assignment that their services will not be required until a specified time, or until called. If so notified and placed on duty more than two (2) hours (within the same calendar day) after their starting time as specified in bulletin, their pay will start two (2) hours after advertised starting time.

NOTE 1: The above paragraph will have no application where Hours-of-Service Law prevents earlier on duty time than that for which the engineers are called.

NOTE 2: When initial terminal delay is involved, it will be computed on basis of time actually placed on duty.

NOTE 3: This will not preclude carrier placing engineer on duty as much as three hours (within the same calendar day) after the time specified in the bulletin a when an emergency, such as storm, washout, wreck, or bridge burned, all within the limits of the crews assignment, makes it impractical to call the crew for its regular starting time as per the assignment bulletin. In such instances pay will start at the time engineer is placed on duty more than three hours after the time specified assignment.