

890-180-30-40

MEMORANDUM OF AGREEMENT

between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY Co.

and

~~BROTHERHOOD OF LOCOMOTIVE ENGINEERS~~

IT IS AGREED:

1. Road switcher assignment(s) may be established at Lafayette, Louisiana in accordance with _____ of the current Agreement, to serve the territory from Lafayette to Lake Charles on the Avondale Subdivision, or any portion thereof, as the service is required. The distance from Lafayette to Midland is 72 miles, thereby exceeding the 25 mile limit.

2. Engineers from the Silsbee source of supply will have preference in bidding for and being awarded this road switcher assignment. If such engineers do not take this assignment, then Lafayette Engineers may be awarded or forced to this assignment. Silsbee-based engineers can displace Lafayette-based engineers at any time. The Lafayette extra board will protect vacancies on this assignment.

3. It is understood that pay for this assignment will be assigned miles with overtime being paid after eight (8) hours even though they may operate in excess of 130 miles during their 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.


4. This agreement, signed at Ft. Worth, Texas this ___ day of October, 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 BHD. OF LOCOMOTIVE
ENGINEERS

for THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.

General Chairman


General Director - Labor Relations

Local Chairman

MEMORANDUM OF AGREEMENT

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THE BURLINGTON NORTHERN AND SANTA FE RAILWAY Co.

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

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 Lake Charles on the Avondale Subdivision, or any portion thereof, as the service is required. The distance from Lafayette to Lake Charles is 71.7 miles, thereby exceeding the 25 mile limit.

2. The provisions of the Paid Holiday Agreement for Road Service Employees will be applicable to engineers 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. Since this assignment will work in the territory west of Lafayette, the Silsbee crew base will have first right to take this assignment. If there is no bidder from Silsbee, a Lafayette-based engineer may take the assignment.

3. This agreement, signed at Ft. Worth, Texas this ____ day of September, 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

for THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.

General Chairman

General Director - Labor Relations

Local Chairman