

IMPLEMENTING AGREEMENT NO. 3

between

BURLINGTON NORTHERN RAILROAD
ATCHISON, TOPEKA & SANTA FE RAILWAY Co.

and

THE UNITED TRANSPORTATION UNION

(LANGUAGE REMOVED PENDING ARBITRATION)

IT IS AGREED:

Article I

Two separate pools will be established, one at Amarillo and one at Enid and the crews in these pools will operate between the terminals of Amarillo, Texas and Enid, Oklahoma. Amarillo and Enid shall remain home terminals as presently defined. Pool freight crews in this service will only protect service between Amarillo and Enid and will not be used in turnaround service, except as provided herein.

Article II

Former Santa Fe employees will be entitled to eighty (80) percent of the work, and former Burlington Northern employees will be entitled to twenty (20) percent of the work.

Calling Ratio

The Carrier will determine the ratio of calling home terminal/away-from-home terminal pool freight crews at Amarillo and Enid dependent upon the needs of service and distribution of away-from-home and home terminal crews, which ratio will not exceed 5:1.

If either party to this Agreement is of the opinion that the application of the 5:1 ratio creates an undue hardship and imbalance, the matter will be discussed between the General Chairman and the Director - Labor Relations, or his representative in an effort to reasonably resolve the dispute.

Active-Inactive Boards

When a pool freight crew arrives at its home terminal, that crew will be placed to the bottom of the home terminal board. Crews from the other home terminal arriving at the same location will be placed to the bottom of the away-from-home terminal board. These boards shall be designated as the "inactive boards."

For the benefit of pool freight crews at their home terminal, the Carrier will move sufficient home terminal and away-from-home terminal crews from the inactive boards to a so-called "active board", which board will govern the order in which home and away-from-home crews will be called during the next eight-hour period based on anticipated service, and such "active board" will only protect Amarillo/Enid service. While the Carrier has the right to determine the ratio for calling pool freight crews, Carrier will not exceed a ratio of 5:1, away-from-home terminal vs. home terminal or vice versa, except in a bona fide emergency situation. If the Carrier determines a need to deadhead surplus away-from-home pool freight crews, such crews will not be counted in the ratio, but will be counted as turns.

The active board will be updated each four (4) hours by deleting crews that have been called during the prior four hours, as well as adding crews to the active board. Home terminal crews (at their home terminal), when placed on the active board, will not have their order (number of times out) changed, unless a conductor or brakeman lays off in an emergency.

Balancing of Pools

As of 12:01 a.m. each Tuesday, the UTU Local Chairmen will be provided a status report of trips made by Amarillo and Enid pool freight crews during the preceding 7 days (from the preceding Tuesday at 12:01 a.m.). The carrier will then be obligated to attain a trip balance of plus or minus four turns on the basis of 80% former Santa Fe trips and 20% former Burlington Northern trips between Amarillo and Enid at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. If at any point during the 72-hour period from 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the trips between the pools are balanced within four turns, then no adjustment will be made on the part of the carrier to balance said trips between the pools. A new balance cycle will not start until 12:01 a.m. on the fifteenth day, or 12:01 a.m. on the third Tuesday. If a balance within four turns between trips obtained by each pool cannot be reached at any point in time between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day of the cycle, the carrier will be obligated to balance the trips to the pool with the lesser number of trips obtained from the beginning of the balance cycle based on the imbalance as of 11:59 p.m. on the fourteenth day, within four (4) one-way trips.

If the trips balance within four turns at any point between 12:01 a.m. on the twelfth day of the balance cycle and 11:59 p.m. on the fourteenth day, but the trips as of 11:59 p.m. on the fourteenth day were not in balance, any imbalance will be carried over and the new cycle would start with this imbalance. If, however, the trips between the pools did not balance within four turns at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, the carrier will be obligated to make an adjustment to the extent that the imbalance exceeds four (4) one-way trips.

When Carrier desires to change the starting day of the balancing cycle it will provide a minimum of 15 days advance written notice to the Local Chairmen, who will have the opportunity, within this notice period, to discuss the matter with the Director - Crew Management, or his representative, if they so desire. The carrier will not serve a notice to change the starting day of the balancing cycle more often than once every 90 days.

Question and Answer No. 1(a)

- Q. If a total of 100 trips were made by noon the thirteenth day, 82 by former Santa Fe crews and 18 by former Burlington Northern crews, does this represent a balance of not more than four turns?
- A. Yes, because 80% of 100 trips equals 80 and 20% equals 20, or an imbalance of only two trips.

Question and Answer No. 1(b)

- Q. If the balance between pools was to be "4" at 11:00 p.m. on the eleventh day of balancing pools cycle and did not reach "4" at any point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, while ending up 8 one-way trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?
- A. The carrier would be obligated to balance the trips in favor of the pool with the lesser number of trips in the amount of 4 one-way trips (8 one-way trips out of balance - 4 one-way trips limit = 4 one-way trips). The new balance cycle will start with four one-way trips in favor of the pool with the greater number of trips.

Question and Answer No. 1(c)

- Q. When carrier is obligated to make the trip balance in Question 1(b) above, how shall it be accomplished?

- A. The carrier will call from the pool with the lesser number of one-way trips the required number of crews from the home terminal or the away-from-home terminal, or a combination thereof, to deadhead by 11:59 p.m. of the fourteenth day.

Question and Answer No. 1(d)

- Q. What is the penalty if the carrier fails to deadhead the number of pool freight crews required in Question 1(b)?
- A. The required number of crews that should have been called to deadhead by 11:59 p.m. of the fourteenth day (Question and Answer 1(c)) will, when going on duty after 11:59 p.m. of the fourteenth day be allowed a one-way working trip in addition to all other earnings on that trip.

Question and Answer No. 2

- Q. If the balance of trips between the pools were to be 10 out of balance on the seventh day of the balancing cycle, yet a "4" balance was reached at 9:00 p.m. on the twelfth day, while ending up 8 trips out of balance at 11:59 p.m. on the fourteenth day, what is the obligation of the carrier?
- A. The carrier would not be obligated to make any adjustments since a "4" balance was reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day.

Question and Answer No. 3

- Q. If at 11:59 p.m. on the fourteenth day, the balance was off by 7 one-way trips between the pools yet 3 crews were en route, what is the obligation of the carrier?
- A. Carrier would not be obligated to make any adjustments, since the three crews en route as of 11:59 p.m. on the fourteenth day will be counted as having completed their trip for purposes of trip balance, i.e. within four (4) one-way trips.

Question and Answer No 4

- Q. Will pool freight crews who are on duty but have not departed as of 11:59 p.m. on the fourteenth day be counted in the trip balance?
- A. Crews who are on duty but have not departed at 11:59 p.m. on the fourteenth day will be counted in the trip tabulation between pools the same as those in Question 3.

Question and Answer No. 5

- Q. How will pool freight crews overtaken by the Hours of Service Law be treated with respect to the trip balance?
- A. Crews in this service overtaken by the Hours of Service Law will be credited with the entire one-way trip. Likewise, any crew utilized to dog catch the crew en route will be credited with an entire one way trip for trip balancing purposes. Other than this, there will be no count to the trip balance.

Question and Answer No. 6

- Q. What if an involuntary closure of mainline(s) occurs between 12:01 a.m. of the 8th day and 11:59 p.m. of the 14th day of the balancing cycle?
- A. If such a closure of mainline(s) occurs, the carrier will attempt to balance the trips at some point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. However, if conditions were such that a trip balance of "4" cannot be obtained between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day as a result of this service interruption, the carrier will not be responsible for balancing trips between the pools for that particular cycle; however, the imbalance will be carried over to the next balancing cycle.

Question and Answer No. 7

- Q. If a trip balance of "4" is obtained on the twelfth or thirteenth day of the cycle, when does a new cycle begin?
- A. Regardless of when a "4" balance is reached between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day, a new balance cycle begins at 12:01 a.m. on the fifteenth day, or every third Tuesday at 12:01 a.m.

Designated Deadhead

When the active board is set, if a crew is to be deadheaded, he will be designated at the time the active board is set. If a crew is activated to work and is subsequently deadheaded, full district mileage will be allowed. A crew at the away-from-home terminal, once designated to deadhead to the home terminal, may deadhead on an earlier train, provide his own transportation, or be taxied (if the carrier elects to use a taxi), if requested. However, proper authority must be obtained if the crew desires to deadhead in advance of his designated turn. The turn itself will be placed in proper sequence upon the turn's arrival at the home terminal.

Article III

Crews in this service who are held at their away-from-home terminal will be paid continuous time for all time held after the expiration of sixteen hours from the time relieved from previous duty, at the rate paid for last service, until called for service or ordered to deadhead, in which case HAFHT time shall cease at the time pay begins for such service, or when deadheading, at the time the train departs on its road trip. If transportation other than train is used for deadheading, HAFHT time shall cease at the time of departure of the other mode of transportation.

NOTE: If an crew is called and released, held time will not be broken. However, there will be no duplicate payment for held time and time on duty.

Article IV

Crews will not be required to trade trains in opposite directions. Amarillo/Enid crews can trade trains in the same direction with other crews in the Amarillo/Enid pool.

Amarillo/Enid crews can also trade trains with westbound Amarillo/Wellington crews between Waynoka and Amarillo, not including Waynoka. When an Amarillo/Enid crew trades trains with an Amarillo/Wellington crew as described above, each crew member will be paid an additional one hour at the basic daily rate, subject to future wage increases. This payment will be payable to employees with seniority dates before and after November 1, 1985.

Article V

In order to expedite the movement of trains operating between Amarillo and Enid, the Carrier shall determine the conditions under which such crews may stop to eat. When crews, working or deadheading, are not permitted to stop to eat, they will be paid an allowance of \$1.50 for the trip, unless the crews(s) is on duty in excess of eight hours, in which event \$5.00 will be allowed in lieu of the \$1.50. If in conductor-only service, and a qualifying conductor is on duty in excess of eight hours, \$6.00 will be allowed rather than \$5.00. These payments will be payable to conductors with seniority dates before and after November 1, 1985.

Article VI

Pool freight crews called for and departing the terminal in this service will be allowed the following mileage for terminal to terminal operation:

<u>Westbound</u>	<u>Mileage</u>
Enid to Canadian	175 mi.*
Canadian to Amarillo	130 mi. (Basic Day)

<u>Eastbound</u>	<u>Mileage</u>
Amarillo to Canadian	130 mi. (Basic Day)
Canadian to Enid	175 mi.*

Where noted by the asterisk above the miles paid are paid as one basic day plus overmiles. As the miles in the basic day increase, the overmiles paid decrease.

Pool freight crews called for and departing the terminal in this service will be allowed the above mileage except when the service is interrupted by an emergency such as flood, washout, derailment, and the pool freight crew is returned to the originating terminal. In that event, the crew will be placed first out after eight hours rest, being given first consideration for deadhead to its home terminal.

Article VII

When an crew in the Amarillo and Enid pool is called and released, after time of going on duty, but before road trip commences, such crew will be paid a basic day and stand first out on the active board, after receiving eight hours rest.

When an crew in this pool freight service operating between Amarillo and Enid is called and released before going on duty, but after leaving his calling place, such crew will be paid one-half of a basic day and stand first out on the active board.

When a crew in this pool freight service is called and released before going on duty, and before departing his calling place, no payment will be allowed, but such crew will stand first out on the active board.

Article VIII

Applicable schedule rules will apply to pool freight crews required by Carrier to attend formal investigations; however, a crew or member thereof in this service who is ordered by Carrier to appear for a formal investigation at a location not on their original seniority district will be compensated for the deadhead miles over the other seniority district whether or not the crew member receives discipline. However, to the extent possible, formal investigations will be held at the home terminal of the employee(s) involved.

Article IX

In connection with relieving pool freight crews in this service tied up under the Hours of Service Law, the following will prevail when it is necessary to call a road crew out of the terminal:

Eastbound trains between Amarillo and Shattuck, including Shattuck - The pool freight crew standing first out at Amarillo from the Amarillo/Enid Pool.

Eastbound trains between Shattuck and Enid - Extra Board Crew at Enid.

Westbound trains between Enid and Shattuck, including Shattuck - The pool freight crew standing first out at Enid from the Amarillo/Enid pool.

Westbound trains between Shattuck and Amarillo - Extra Board Crew at Amarillo.

Pool crews called in the Amarillo/Enid pool will not be tied up between terminals or turned back to the initial terminal, except when their movement is prevented (e.g., derailment of their train) or their route to destination is obstructed or impassable (e.g., wrecks and washouts). If the crew is returned to their initial terminal for these reasons, they shall be paid continuous miles for the trip, terminal until return (but not less than the straightaway mileage terminal to terminal), or hours, whichever is greater, and the crew shall be restored to first-out position after they are rested.

When a pool freight crew is tied up under the Hours of Service Law and is to be transported to the distant terminal to complete the trip, the following will govern:

1. One hour will be free time.
2. Straight time allowance will be paid for any time in excess of free time calculated from time tied up under the Hours of Service Law and time transportation became available.

Article X

Crews in the Amarillo/Enid pool will lay off at home terminal, except in case of emergency, such as illness or injury, and will report to home terminal only. They will be permitted to ride train to home terminal provided they notify dispatcher in advance.

Article XI

Pool freight crews in this service will be permitted to advance the starting date of a scheduled vacation period to coincide

with the start of layover days.

Article XII

The payment to chain gang crews deadheaded terminal to terminal will be as follows:

1. Chain gang crews operating in the Amarillo/Enid Pools shall not be deadheaded more than one (1) time per calendar month.
2. If a crew is deadheaded in excess of that specified above, the crew shall be paid actual miles.
3. If a crew stands to deadhead but has already deadheaded in that calendar month, the crew can be runaround without penalty to the carrier.
4. The above provisions will supersede all other rules, agreements and/or understandings which are in conflict herewith.

ARTICLE XIII

Except as otherwise provided here, crew working between Amarillo and Enid will be governed by any and all agreements applicable to them prior to the date of this agreement, including but not limited to the inapplicability of duplicate time payments to employees hired after November 1, 1985, deadheading rule differences for employees whose seniority date in engine or train service is established after November 1, 1985, etc.

Article XIV

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

Article XV

- A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict.
- B. (LANGUAGE REMOVED PENDING ARBITRATION)
- C. (LANGUAGE REMOVED PENDING ARBITRATION)

Article XVI

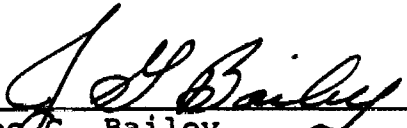
This agreement will become effective not less than 10 days after it is executed by the parties. (LANGUAGE REMOVED PENDING ARBITRATION)

Article XVII

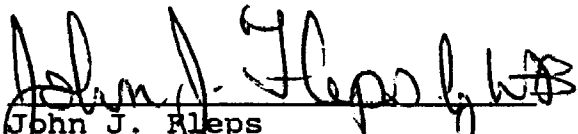
The parties have negotiated this agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement.

Signed and accepted at Fort Worth, Tx. this 21st day of February, 1996.


AGREED:



Joe G. Bailey
General Chairman - UTU



John J. Fleps
Vice President - Labor Relations




Carl M. Vahldick
General Chairman - UTU

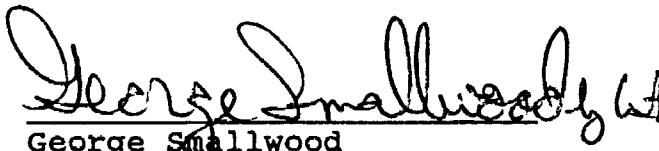


Daniel J. Kozak
AVP - Labor Relations

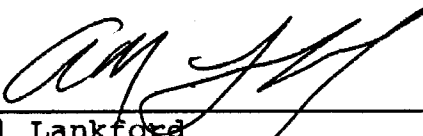
APPROVED:



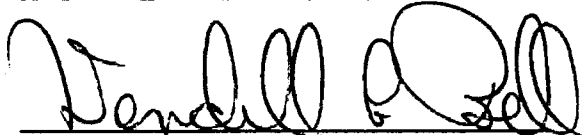
Paul C. Thompson
Vice President - UTU




George Smallwood
AVP - Labor Relations




Al Lankford
Vice President - UTU



Wendell A. Bell
Director - Labor Relations



Milton H. Siegele, Jr.
Director - Labor Relations



John H. Waldron
Director - Labor Relations

December 14, 1995

Mr. J. G. Bailey, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

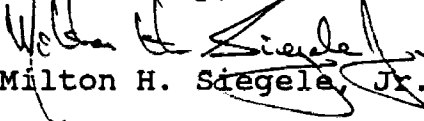
Mr. Carl Vahldick, General Chairman
United Transportation Union
227 E. Sunshine, Suite 101
Springfield, MO 65807

Side Letter No. 1

Gentlemen:

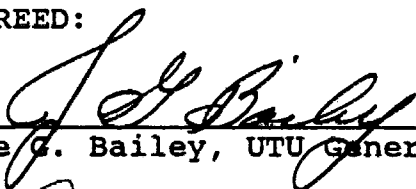
In connection with our agreement establishing service between Amarillo, Texas and Enid, Oklahoma, we agreed that in the event that the United Transportation Union (UTU) determines that Wellington crew have equity in the Amarillo/Enid pool and the Wellington crews desire to exercise that equity in the eighty (80) percent of the work allocated to former Santa Fe employees, the UTU General Chairman will notify the Director-Labor Relations of that desire, and the parties will meet to determine how the utilization of that equity will be handled.

Yours truly,

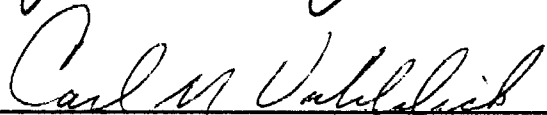

Milton H. Siegele, Jr.

Wendell A. Bell

AGREED:



Joe G. Bailey, UTU General Chairman



Carl M. Vahldick, UTU General Chairman



United Transportation Union

General Committee of Adjustment
Atchison, Topeka and Santa Fe Railway (Proper)
Conductors - Trainmen - Yardmen



J. G. BAILEY, General Chairman
R.W. HENDERSON, Vice-Chairman
J A HUSTON, Secretary

January 30, 1996

8100 Marv - Suite 100
Overland Park, KS 66204
(913) 648-3660
Fax (913) 648-7470

Milton Siegle
Labor Relations Director
Burlington Northern Santa Fe
Schaumburg, IL

Dear Mr. Siegle:

This letter is to clarify certain parts of the Amarillo/Enid proposed agreement. If you agree with that contained herein, please sign in the space provided and return a copy to both myself and General Chairman Vahldick.

In Article II, Question and Answer No. 5 reads:

- "Q. How will pool freight crews overtaken by the Hours of Service Law be treated with respect to the trip balance?
- A. Crews in this service overtaken by the Hours of Service Law will be credited with the entire one-way trip. Likewise, any crew utilized to dog catch the crew en route will be credited with an entire one way trip for trip balancing purposes. Other than this, there will be no count to the trip balance."

(underlining added)

It is our understanding (both Chairman Vahldick and myself) that the above underlined sentence applies only to pool freight crews performing the dog catching and not to any extra board crew or yard crew performing the dog catching. In other words, if an extra board crew or a yard engine crew rescued a train that was overtaken by the Hours of Service Act, they would not be credited with a one way trip to trip balancing purposes. Further, this would be in accordance with Q & A No. 5 of the Amarillo/Wellington ID Agreement, and we are certain that you would not want to runs over the same territory handled in different manners.

Question and Answer No. 6 reads as follows:

"Q. What if an involuntary closure of mainline(s) occurs between 12:01 a.m. of the 8th day and 11:59 p.-m. of the 14th day of the balancing cycle?

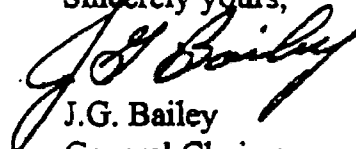
A. If such a closure of mainline(s) occurs, the carrier will attempt to balance the trips at some point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. ..."

In the Amarillo/Wellington ID agreement, Question No. 6 reads, in part, as follows:


"Q. What if an involuntary closure of mainline(s) between Kansas City and Belen occurs between"

Would you be agreeable to naming two points in the Amarillo/Enid proposed agreement, the same as you have done in the Amarillo/Wellington ID agreement? If so, may we suggest the points named be Belen and Tulsa.

Sincerely yours,


J.G. Bailey
General Chairman

I Agree:


Milton Siegel - Labor Relations
Burlington Northern Santa Fe

cc: General Chairman Vahldick

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY



1700 East Golf Road
Schaumburg, Illinois 60173-5860

February 2, 1996

Joe G. Bailey, General Chairman
United Transportation Union
8100 Marty - Suite 100
Overland Park, Kansas 66204

Dear Joe:

Article IV of the proposed implementing agreement establishing service between Amarillo and Enid states that Amarillo/Enid crews can trade trains with westbound Amarillo/Wellington crews between Waynoka and Amarillo, not including Waynoka. When an Amarillo/Enid crew trades trains with an Amarillo/Wellington crew, each crew member will be paid one hour at the basic daily rate, subject to future wage increases. During the ratification process, a question arose as to whether this payment would be applicable to Amarillo/Wellington crews, and I write now to address that question.

When crews trade trains under these circumstances, both the Amarillo/Wellington crew members and the Amarillo/Enid crews will receive the one hour payment.

I hope this clarifies the intent of Article IV of the proposed Amarillo/Enid implementing agreement.

Sincerely,

Milton H. Siegele, Jr.