

Between
UNITED TRANSPORTATION UNION
And
BNSF RAILWAY COMPANY

IT IS AGREED:

1. Road switcher assignment(s) may be established at Beaumont, Texas in accordance with Article 16(d), NOTE 2, of the current Agreement, to serve the territory from Beaumont to milepost 109 just west of Romayor, Texas on the Conroe Subdivision, or any portion thereof, as the service is required. The distance from Beaumont to Silsbee is 21 miles and the distance between Silsbee and milepost 109 is 42 miles, thereby exceeding the 25-mile limit.
2. Overtime will be paid on a minute basis after 8 hours on duty, without regard to miles actually operated. 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. Signed at Houston, Texas this 31st day of July, 2007 and will become effective on the 31st day of July, 2007, and will remain in effect whenever the road switcher is assigned at Silsbee. This agreement is subject to automatic cancellation upon ten days written notice served by either party upon the other party.

For The UNITED TRANSPORTATION
UNION:



General Chairman

7-31-07

For The BNSF RAILWAY
COMPANY:



General Director -- Labor Relations