

**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

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THE BURLINGTON

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Houston

**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(G), 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 72 miles, thereby exceeding the 55-mile limit.
2. 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 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 Houston, Texas this August 27, 1998 will become effective on Sept. 1, 1998 and will remain in effect whenever the road switcher is assigned in Louisiana, 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.

By **UNITED TRANSPORTATION UNION**

By **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY CO.**

*[Signature]*  
General Chairman

*[Signature]*  
General Director - Labor Relations

*[Signature]*  
Local Chairman

*[Signature]*  
District Representative