

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- A. All pre-existing agreements that conflict with the terms of this agreement are superseded to the extent of the conflict.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

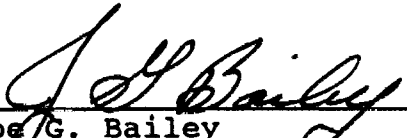
This agreement will become effective not less than 10 days after it is executed by the parties. (LANGUAGE REMOVED PENDING ARBITRATION)

Article XVII

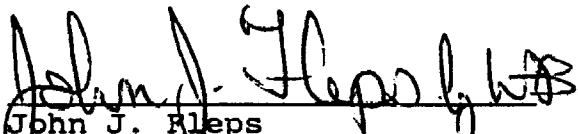
The parties have negotiated this agreement mindful of the fact that their futures are linked and that we must work together to succeed over the long term. Therefore, the parties mutually pledge and commit themselves to act reasonably in the application of this agreement.

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

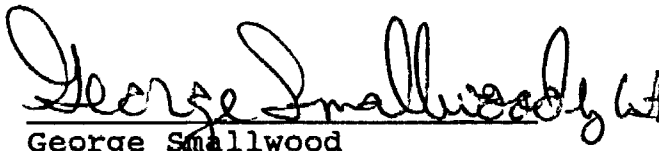


Daniel J. Kozak
AVP - Labor Relations

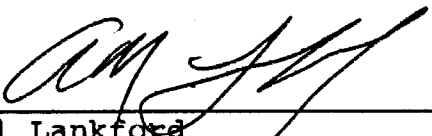
APPROVED:



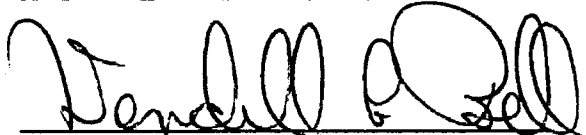
Paul C. Thompson
Vice President - UTU




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

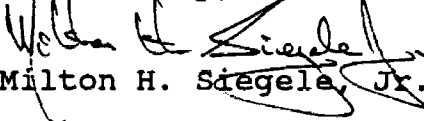
Mr. Carl Vahldick, General Chairman
United Transportation Union
227 E. Sunshine, Suite 101
Springfield, MO 65807

Side Letter No. 1

Gentlemen:

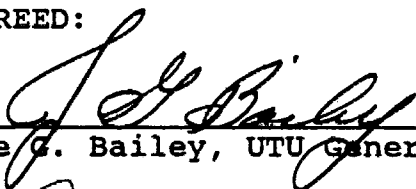
In connection with our agreement establishing service between Amarillo, Texas and Enid, Oklahoma, we agreed that in the event that the United Transportation Union (UTU) determines that Wellington crew have equity in the Amarillo/Enid pool and the Wellington crews desire to exercise that equity in the 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,

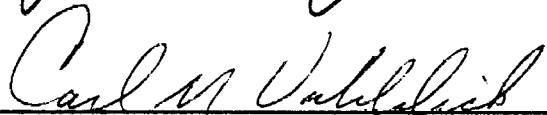

Milton H. Siegele, Jr.

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?

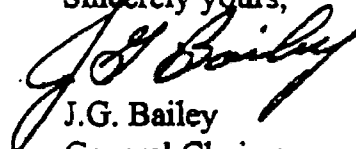
A. If such a closure of mainline(s) occurs, the carrier will attempt to balance the trips at some point between 12:01 a.m. on the twelfth day and 11:59 p.m. on the fourteenth day. ..."

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 Siegele - 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.