

Memorandum of Agreement

Between

Union Pacific Railroad

And the

Brotherhood of Locomotive Engineers

Carrier File # 110.61.17 (250) (300) (353)

Establishing a **SEPARATE EXTRA LIST AT FT. WORTH** for the purpose of protecting train movements on the lines between Ft Worth and Childress, Texas.

Therefore, **IT IS AGREED:**

Section 1: (a) An additional extra list may be established at Ft. Worth that will protect all service on the lines between Ft. Worth and Childress, Texas. This includes all service to Wichita Falls

(b) This extra list will be guaranteed and regulated by the Carrier pursuant to the guaranteed extra board agreement.

Section 2: (a) Locals and/or Traveling Switch Engines on the territory outlined in Section 1 (a) may be protected by regularly assigned employees in lieu of the combined extra list. When service requirements dictate that regular employees be assigned to Locals and/or Traveling Switch Engines, the Carrier will advertise, assign and protect vacancies in the normal manner.

(b) Should train operations increase to the point where a sufficient number of pool turns can efficiently protect the pool service outlined in Section 1 (a), a Fort Worth . Childress pool board will be established subject to the Note below and regulated pursuant to Section 3 below.

Note: Relative to Section 2 (b) above, it is understood that Pools will not be regularly assigned if it will result in increased extra list guarantee payments or the inefficient utilization of manpower.

Section 3: (a) Upon this extra list being established, the current TP250, RE46 Engineers' Pool will not protect the service specified in Section 1 hereof, except in emergency.

(b) Once this extra list is established, the current TP250, RE46 Engineers Pool will be guaranteed as outlined in Letter Agreement dated May 10, 1990, File No. 110-6 and 560.30-4, formerly applied to employees operating on this territory.

- (1) Employees assigned for less than a pay period will have their guarantee pro rated proportionate to the number of full days they are assigned to this service during the pay period
- (2) Employees laying off, missing call or not available for service will have their guarantee reduced by the amount they would have earned had they worked their assignment, with a minimum reduction of one guaranteed day for each day missed.
- (3) All earnings, excluding penalty time claims, received by employees assigned to this serviced will be used in computing the employees guarantee.

(c) For the purpose of adjusting the TP250, RE46 Engineers' Pool, a mileage check will be made on ten- (10) day periods; namely, 1st through 10th, 11th through 20th, 21st through 30th of each calendar month. Adjustments will be made on the 3rd 13th and 23rd of each calendar month, using and limited to chart **mileage and deadheads**, accumulated during the preceding ten (10) day check period, multiplied by three and divided by the appropriate regulating factor. The 31st day of a calendar month will not be used to adjust lists except that January 30 and 31 will be used in accumulating mileage during the month of February when it contains twenty-eight (28) days and January 31 will be used when the month of February contains twenty-nine (29) days. Should the Local Chairman, or his designated representative, fail or be unable to check the list under his or her jurisdiction and make adjustments on the dates specified, the General Chairman will regulate the mileage of engineers at or above the regulating factor set forth herein. Should the Local or General Chairman fail or be unable to check the list under their jurisdiction and make adjustments on the dates specified, the Carrier will have the right to make adjustments limited to the specified regulating factor on the next calendar day.

(d) The TP250, RE46 Engineers' Pool shall maintain a sufficient number of engineers to keep the average mileage at 4200 miles or above as set forth in the Note below.

Note: It is understood that in the regulation of Freight Pools or other like service paying freight rates, adjustments will be made whereby the number of engineers on the list average 4200, or above. Likewise, if the average mileage in a ten (10) day checking period shows an increase, sufficient turns will be added to the list provided the average figure is not below the whole number of 4200 miles or above. If the increase of one turn will bring the average figure below 4200, respectively, no adjustment will be made.

Example: 38,454 Chart miles in the ten-day check
 x3
115362

115362 Divided by 4200 equals 27.467
or 27 turns.

(e) When the Carrier shuts down or otherwise drastically cuts back the operation over legal holidays lists will be regulated using mileage made on days of normal operation. Mileage made on days of normal operation will be multiplied by the following regulating factors when less than a ten-day adjustment is required:

Nine (9) day checking period x 3.333
Eight (8) day checking period x 3.750
Seven (7) day checking period x 4.285

The BLE Local Chairman will determine the number of normal operation days during a holiday checking period from the Service Unit's holiday operating plan.

Section 4: (a) This agreement is made without prejudice to the position of either party and will not be referred to in connection with any other case agreement (local or national) and or dispute resolution. This agreement may be cancelled by either party six months after its effective date upon thirty- (30) days written notice to the other. During the intervening thirty- (30) day period or as mutually agreed, the parties will meet in an effort to resolve any issues precipitating the cancellation notice.

(b) In the event efforts to resolve conflicting issues are not successful and this agreement is cancelled, the TP250, RE46 Engineers' Pool shall revert to operational parameters specified in the Dallas/Ft Worth Hub Agreement and no longer guaranteed as provided herein.

SIGNED AND EFFECTIVE THIS 27th DAY OF APRIL 2001.

FOR BROTHERHOOD
OF LOCOMOTIVE ENGINEERS

FOR UNION PACIFIC RAILROAD

G. L. Gore
GENERAL CHAIRMAN

R. P. Guidry
DIRECTOR – LABOR RELATIONS

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha Nebraska 68179

April 27, 2001

Carrier File # 110.61.17
(250)(300) (353)

Side Letter # 1

Gil Gore
General Chairman
Brotherhood of Locomotive Engineers
1448 McArthur Avenue
Harvey, Louisiana 70058

Dear Sir:

This refers to Agreement dated April 27, 2001 establishing a separate extra list at Ft. Worth for the purpose of protecting train movements on the lines between Ft. Worth and Childress, Texas.

Should the establishment of an assigned Ft. Worth - Childress pool later become more efficient and regular pool turns are assigned, this pool shall be guaranteed and regulated in line with Section 3. It is understood that a regularly assigned Ft. Worth - Childress pool will not be established if it will result in additional extra list or pool guarantee payments. No other guarantees are herein agreed, implied, or extended as a result of this Side Letter #1 or the aforementioned agreement to any other assignments.

If the foregoing properly reflects the parties' understanding, please so indicate by affixing your signature in the space provided below.

Respectfully

R. P. Guidry

AGREED:

Gil Gore
General Chairman - BLE