

Memorandum of Agreement

Between

Union Pacific Railroad

And the

Brotherhood of Locomotive Engineers

Relating to the Ft. Worth – Taylor/Hearne/Smithville and Dallas – Taylor/Hearne pools operating as a single and combined source of supply out of Hearne, Texas

Therefore **IT IS AGREED:**

Article I

Section 1: On the effective date of this agreement pool freight operations on the Fort Worth – Taylor/Hearne/Smithville and Dallas – Taylor/Hearne pools will be combined to operate as a single and combined source of supply out of Hearne, Texas on a first in first out basis consistent with the terms and conditions set forth herein. Crews' arrival time at Hearne will determine their placement on the combined board at Hearne.

Section 2: Crews operating from the home terminals of Fort Worth or Dallas shall be placed on the bottom of the combined pool board at Hearne, Texas upon their arrival. Thereafter, Fort Worth and Dallas crews shall be called on a first-in first-out basis out of Hearne, Texas to either Fort Worth or Dallas.

Section 3: Crews called for service out of Hearne, Texas destined to a terminal point other than their Home Terminal (Dallas or Fort Worth) shall be provided transportation to the on/off duty location in their Home Terminal upon the completion of the service trip. When crews are transported from Fort Worth to Dallas or visa versa **after the service trip**, the time consumed in being transported, calculated from time relieved from duty (train comes to rest), shall be paid for on the minute basis at the pro rata rate, separate and apart from the service trip, with a minimum of two (2) hours. **When road overtime accrues during any trip or tour of duty, in no case will payment for both the transportation allowance and overtime be paid but whichever is the greater will be paid.** Crews that are called for service to their respective home terminal will not receive this allowance.

Section 4: Crews called for a Terminal to Terminal deadheaded from Hearne will be sent to their respective Home Terminal.

Section 5: Should the volume and pattern of traffic support an efficient operation, carrier may re-establish separate Fort Worth – Taylor/Hearne/Smithville and Dallas – Taylor/Hearne pools at Hearne and revert to pre-existing rules and practices.

Section 6: The terms and conditions set forth in Article III, Section B, Items 1 through 10 of the Dallas/Fort Worth Hub Agreement shall apply to the combined pool operation set forth herein.

Article II

Section 1: Effective January 1, 2003 engineers in the Dallas - Fort Worth Hub may schedule their annual vacation in weekly increments. Such weekly increments may be scheduled in consecutive weeks. This Article II will not preclude Engineers in the Dallas - Fort Worth Hub from requesting/scheduling their vacation in complete or partial blocks.

Section 2: (a) Effective January 1, 2003, engineers in the Dallas - Fort Worth Hub may elect to take all or part of their annual vacation in single day increments.

(b) On the first day of the next calendar month following the effective date of this agreement, engineers in the Dallas - Fort Worth Hub may elect to take the remaining weeks/days of their 2002 vacation in single day increments.

Section 3: If all single day increments have not been observed when the week of vacation is scheduled, then engineers will be required to observe the week/block of vacation or remaining days of vacation as the case may be, commencing with the initial day scheduled.

Section 4: The Carrier will be notified forty-eight (48) hours in advance of the employee's desire to take one or more vacation day increments. This, however, will not restrict the Carrier from allowing same with less notice if working conditions are acceptable. It is recognized that service requirements may create practical difficulties in allowing single day increments and the Carrier preserves the right to deny such requests.

Section 5: A single day(s) of vacation will begin at the time granted by CMS and end twenty-four (24) hours later. Engineers will be automatically marked up for service upon the expiration of the twenty-four hour period.

Section 6: Except as specifically modified herein, all agreements, rules and practice with respect to qualifying and assigning engineers their annual vacation, granting of split weeks or single day vacations, etc. are preserved.

Article III

Section 1: (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.

(b) This agreement shall not be construed as changing or amending existing schedule rules, agreements or understandings with the Brotherhood of Locomotive Engineers, except as it is necessary to make the provisions of those schedule rules, agreements or understandings conform to this agreement. If there is any conflict between an existing schedule rule, agreement and/or understanding and a provision in this agreement, the provisions of this agreement shall apply.

Section 2: This Agreement signed at Spring, Texas shall become effective upon five (5) days written notice to the Organization and will remain in effect until changed or cancelled pursuant to the provisions of Section 6 of the Railway Labor Act, as amended

SIGNED THIS _____ DAY OF _____, 2002

FOR BROTHERHOOD
OF LOCOMOTIVE ENGINEERS

FOR UNION PACIFIC RAILROAD

G. L. Gore
GENERAL CHAIRMAN

R. P. Guidry
DIRECTOR –LABOR RELATIONS

Agreed to Questions and Answers

Current divisors commence overtime on the stipulated routes as follows:

Route	Miles	Overtime Begins
Hearne – Centennial Yard Ft. Worth via Waco	162 miles	10' 00"
Hearne – Dallas Miller Yard via Ennis	143 miles	8' 50"

Q1. A Fort Worth (RE65) pool engineer is called at 0600 hours at Hearne to run to Dallas via Ennis. He/She ties up on the hours of service and is relieved at Dallas Miller Yard at 1800 hours. He/She is immediately picked up and transported to Centennial Yard with a final tie up time of 1900 hours. What compensation is allowed?

A1: Payment is a 130 mile basic day, 13 over miles, 3 hours 10 minutes, overtime and 2 hour transportation allowance at the straight time rate.

Q2: What payment would be due in Question 1 above if the engineer's final tie up time was 2000 hours?

A2: Payment is a 130-mile basic day, 13 over miles, 5 hours 10 minutes overtime.

Q3: A Dallas (RE85) pool engineer is called at Hearne for 1600 hours to run to Ft. Worth via Waco. He/She ties up on the hours of service law at Centennial Yard and is relieved at 0400 hours. He/She is then immediately picked up and transported to Miller Yard in Dallas with a final tie up time of 0600 hours. What payment is due?

A3: Payment is a 130-mile basic day, 32 over miles, and 4 hours overtime.

Q4: What payment would be made in Q3 above if the engineer was relieved at 0200 hours and transported to Miller Yard with a final tie up time of 0300 hours?

A4: He/She is allowed a 130-mile basic day, 32 over miles, and 2 hours straight time.

Q5: What payment would be due a Fort Worth (RE65) engineer who was called at Hearne for 1400 hours and worked into Dallas via Ennis with a relieved time of 2200 hours and eventual tie up time of 2300 hours?

A5: He is allowed a 130-mile basic day, 13 over miles and 2 hours straight time for the trip.

Q6: A Fort Worth (RE65) pool engineer is called at Hearne for 0100 hours and works to Ft. Worth via Waco and is relieved at Centennial Yard at 0100 hours.

A6: The transportation allowance is not due or payable when called to operate to ones respective home terminal.

Q6: Under Section 3 of Article I, at what point does the "service trip" end when a crew is tied up on line of road?

A6: At the time crew expires under the hours of service or upon the arrival of a relief crew/limo if before their expiring under the hours of service.

Q7: Is the payment stipulated in Article I, Section 3 payable to all engineers, both pre and post October 31, 1985 and pre and post implementation?

A7: Yes.

Agreed:

For the Organization

For the Carrier

Gil Gore
General Chairman - BLE

R. P. Guidry
Director - Labor Relations

May ____, 2002
Side Letter No. 1

Mr. Gil Gore
General Chairman - BLE
1448 Mac Arthur Drive
Harvey, Louisiana 70058

Mr. S. B. Rudel
General Chairman - UTU
137 Sycamore School Road, Suite 101
Fort Worth, Texas 76134

Gentlemen:

During our negotiations combining freight pools at Hearne, Texas we discussed the prospect of enhancing an employee's ability to observe single day vacations while simultaneously improving manpower utilization.

It was agreed a pool freight employee in the Dallas - Fort Worth Hub may elect to hold his/her turn first out for the twenty-four (24) hour period allotted to one single day vacation and must work that first out turn in proper rotation following the penned/pended mark up. From 0001 Monday to 2359 Thursday a pool freight employee may elect to hold his/her turn first out for two consecutive twenty-four (24) hour periods (forty-eight hours) allotted two consecutive single day vacations and must work that first out turn in proper rotation following the penned/pended markup. It is further understood and agreed that in order to exercise this option the employee must have compensated service bracketing both sides of the single vacation day(s) to avoid traditional handling and deductions to employee protection.

This agreement is without prejudiced to the position of either party, will not be referred to in connection with any other case, agreement (local and/or national) or dispute resolution and may be cancelled upon ten (10) days written notice to the others signatory hereto.

Respectfully,

R. P. Guidry

Agreed:

Gil Gore
General Chairman - BLE

S. B. Rudel
General Chairman - UTU