

A G R E E M E N T

BETWEEN

UNION PACIFIC RAILROAD COMPANY
SOUTHERN REGION - ARKANSAS DIVISION

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

NORTH LITTLE ROCK/MINEOLA INTERDIVISIONAL SERVICE

Pursuant to Carrier's notice of September 17, 1986, served under the provisions of Article IX of the BLE National Agreement of May 19, 1986, to establish interdivisional freight service between North Little Rock, Arkansas, and Mineola, Texas,

IT IS AGREED:

1. Interdivisional freight service will be established between North Little Rock, Arkansas, and Mineola, Texas. Texarkana will be discontinued as an away-from-home terminal and crew change point for engineers used in this interdivisional service.

2. Service in this interdivisional crew district will be protected by a pool of chain gang freight engineers from the Arkansas and Mineola Seniority Districts who will share in manning the runs on an equal basis. The method of prorating the mileage of the runs established as between seniority districts will be worked out between the Local Chairmen and Superintendent with the approval of the General Chairman and Directors of Labor Relations. To assist in the proration of miles, the Carrier will provide each General Chairman and Local

Chairman with mileage statements showing the number of trips and mileage made each calendar month by the engineers manning these turns.

3. North Little Rock, Arkansas is designated as the home terminal and Mineola will be the away-from-home terminal for Arkansas Division engineers. Mineola, Texas is designated as the home terminal and North Little Rock as the away-from-home terminal for Mineola engineers.

4. All miles run in excess of the miles encompassed in the basic day shall be paid for at the rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986, by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

5. The points for going on and off duty will be those presently used at North Little Rock and Mineola by pool freight engineers.

When an engineer is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the engineer.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

6. On runs established hereunder engineers will be allowed a \$4.15 meal allowance after 4 hours at the away-

from-home terminal and another \$4.15 allowance after being held an additional 8 hours.

7. In order to expedite the movement of interdivisional runs, engineers on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For engineers on longer runs, the Carrier shall determine the conditions under which such engineers may stop to eat. When engineers on such runs are not permitted to stop to eat, they shall be paid an allowance of \$4.15 for the trip.

8. Engineers will not be required to lose time or "ride the road" on their own time in order to qualify for these runs.

9. Investigations involving engineers in this interdivisional service will be held at such time and places as will cause as little travel, inconvenience, and loss of time as practicable to the employes involved. If attendance at an investigation requires an engineer to travel to any point away from his home terminal or to a point off his seniority district, deadhead mileage over that portion of the run where he formerly held no rights will be paid. Compensation for time lost or time for attending the investigation or hearing will be determined under existing agreement rules, provided, however, that deadhead pay for going to and from the investigation and pay for attending the investigation shall be included in computing loss of earnings.

In the event the investigation lasts more than one day, the provisions of Article II (Expenses Away From Home) of the June 25, 1964 Agreement, as amended, will apply.

10. Engineers assigned to these runs will not be used in turnaround service short of their designated terminals except in cases where it is impossible to reach the designated final terminal due to impassable track.

When tied up on line of road between terminals, engineers in this service will be deadheaded or towed to the terminal to which headed immediately after being tied up. If the relief crew, tow train or transportation in the form of a company vehicle, taxi cab, etc., does not arrive at the point tied up within one hour of the time tied up, a separate payment on a minute basis will be allowed for all waiting time in excess of one hour.

11. Engineers on these interdivisional runs will not be used in work or construction service. Such work will be confined to the individual seniority districts under applicable agreements. Wrecker trains will be manned by engineers from the seniority district on which the wreck occurs, except in case of emergency, where a wrecker from the other seniority district is used, an engineer from the seniority district on which the wreck does not occur may handle the wrecker to and work at the wreck until an engineer (who will be sent promptly at the time the engineer is called for the wrecker) from the seniority district on which the wreck occurs reaches the wreck. If there is a failure to so relieve the engineer handling the wrecker, the engineer entitled to work will be paid the same as if he had handled the wrecker outfit from the point where the other engineer began operation.

12. When necessary to send an engineer to bring in one of the trains in this service, because of tying up between

terminals, an extra engineer from the objective terminal of the train tied up will be used. In the event an extra engineer is not available to be sent from the objective terminal, an extra engineer will be sent from the other terminal to handle the train to the objective terminal after which such extra engineer will be deadheaded back to his home terminal.

13. Transportation to and from lodging facilities will be furnished at no expense to the employes where distance and/or other considerations justify. Disputes as to distance and/or other considerations, not settled locally, will be handled between the General Chairman and the Director of Labor Relations.

14. After this service has been in effect thirty (30) days, if there are any difficulties with the above arrangement, the parties will promptly confer in an attempt to resolve same.

15. The service provided for herein may be established by the Carrier upon ten (10) days' written notice to the Organization.

Dated at St. Louis, Missouri, this 9th day of January, 1987.

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

R. W. Windham
General Chairman

General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY:

A. C. Halberg
Regional Director
Labor Relations
Central Region

J. L. Wilson
Regional Director
Labor Relations
Southern Region

EEM/s5

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

September 11, 1989

920-17

Mr. M. D. Waldemer
General Chairman, BLE
708 South 59th Street
Copper Bend Centre
Belleville, IL 62223

Dear Sir:

This refers to the Agreement dated January 29, 1989, signed at St. Louis, Missouri, and our Letter Agreement dated February 4, 1987, establishing interdivisional freight service between North Little Rock, Arkansas and Mineola, Texas.

At meeting held Thursday, July 6, 1989, in North Little Rock, it was agreed the mechanics of this Agreement would be implemented formally on August 1, 1989, as follows:

1. To minimize deadheading and away-from-home-terminal layovers and also achieve an equalization of miles, up to three (3) crews from either terminal may be used in succession before a crew from the other terminal is used. The 3-to-1 ratio is not to be exceeded unless no rested crews from the other pool are available. Should the Carrier need to exceed the three as referred to above, the Local Chairman will be notified and will be handled in accordance with each respective Committee's claims handling agreements.
2. If a crew deadheads a disproportionate number of times within provisions as set forth below, such crew will be made whole as if they actually made the run.

The proration will be the number of deadheads divided by the number of crews ran that month.

EXAMPLE:

27 deadheads divided by 9 crews = 3 deadheads per crew
28 deadheads divided by 9 crews = 4 deadheads per crew

3. In order to regulate the number of deadheads in an equitable manner, crews deadheading may run around other crews with no penalty.
4. Deadheading will be done other than by train.

Mr. M. D. Waldemer

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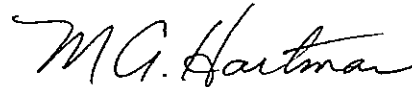
September 11, 1989
File 920-17

This Agreement will be effective August 1, 1989, and will terminate upon receipt of a fifteen (15) day cancellation notice by any party signatory one upon the other; however, the parties agreed to meet prior to serving such cancellation notice if the above Agreement proves to be unworkable.

This Agreement shall prevail should any provisions of the original January 29, 1987 Agreement conflict with this Agreement.

Please indicate your concurrence by signing your name in the space provided below.

Yours truly,



M. A. Hartman
Director Labor Relations



T. L. Wilson, Sr.
Director Labor Relations

I CONCUR:



M. D. Waldemer
General Chairman, BLE