

August 9, 2004
110.61.17 (300)

Mr. Gil Gore
General Chairman
Brotherhood of Locomotive Engineers
1448 Mac Arthur Ave
Harvey, Louisiana 70058

Dear Sir:

This refers to our August 9, 2004 conference wherein we discussed the establishment of a separate freight pool to operate between Sweetwater and Odessa, Texas.

In connection therewith it is agreed the following terms and conditions shall apply to crews operating between Sweetwater and Odessa, Texas:

1. The Carrier may establish a separate freight pool for crews to operate and/or deadhead between Sweetwater and Odessa, Texas. Sweetwater shall be the home terminal and Odessa the away-from-home terminal for crews assigned to this service.
2. Terms and conditions contained in the Dallas/Fort Worth Hub Implementing Agreement shall apply to crews operating and/or deadheading between Sweetwater and Odessa, Texas.
3. The mileage of this run shall be computed from center-of-yard at Sweetwater to center-of-yard at Odessa.
4. Nothing herein shall prevent the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours-of-service relief within road/yard service zones, pool crews performing through freight combined service/deadheads between terminals, road switchers handling trains within their zones.
5. This agreement is made without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) or dispute resolution and

may be cancelled by either party upon thirty (30) days written notice to the other.

If this accurately reflects the terms and conditions agreed upon for crews operating in the Sweetwater/Odessa Pool please indicate by signing in the space provided.

Respectfully,

R. P. Guidry
Director Labor Relations

Agreed:

Mr. Gil Gore
General Chairman - BLET

cc Malone, Quinley, and Bearden
Meredith, Olin, Weed

August 9, 2004
110.61.17 (300)
Side Letter #1

Mr. Gil Gore
General Chairman
Brotherhood of Locomotive Engineers
1448 Mac Arthur Ave
Harvey, Louisiana 70058

Dear Sir:

This refers to Agreement dated August 9, 2004 establishing a separate freight pool to operate between Sweetwater and Odessa, Texas.

During negotiations, the Organization raised three concerns relative to the Sweetwater/Odessa operation, traffic patterns, etc., specifically hours-of-service relief, pool regulation and away-from-home terminal potential.

With respect to pool regulation and away-from-home terminal potential, the parties have not modified existing labor agreements dealing with these issues in an effort to preserve operating efficiencies. Notwithstanding, the General Chairman may contact Labor Relations directly to discuss efficient operating alternatives as either issue may subsequently require.

Turnaround hours of service relief for westbound pool crews operating between Sweetwater and Odessa heading toward Odessa will be provided the Big Springs extra board. Turnaround hours of service relief for eastbound pool crews operating between Sweetwater and Odessa heading toward Sweetwater will be provided the Sweetwater extra board. Nothing herein shall prevent the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours-of-service relief within road/yard service zones, pool crews performing through freight combined service/deadheads between terminals, road switchers handling trains within their zones.

This Side Letter #1 is made without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) or dispute resolution and may be cancelled by either party upon thirty (30) days written notice to the other.

If this accurately reflects our understanding please indicate by signing in the space provided.

Respectfully,

R. P. Guidry
Director Labor Relations

Agreed:

Mr. Gil Gore
General Chairman - BLET

cc Malone, Quinley, and Bearden
Meredith, Olin, Weed