

**MEMORANDUM OF AGREEMENT****Between the****UNION PACIFIC RAILROAD COMPANY****And the****BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN****(UP SOUTHERN REGION)**

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**DAYTON GUARANTEED ENGINEERS EXTRA BOARD**

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**IT IS AGREED:**

**Section 1:** The Carrier may establish an Engineer's Extra Board at Dayton, Texas. Dayton will be the reporting point for this extra board. Said Board will primarily protect vacancies on the Baytown Subdivision and related industrial leads. In addition, the Dayton Extra Board may be required to protect vacancies at Coady and Strang in the event either of these extra boards becomes exhausted, in the following manner:

- (1) Vacancy at Coady will first be protected by the Dayton Extra Board before utilizing the Strang Extra Board.
- (2) Vacancy at Strang will first be protected by the Coady Extra Board before utilizing the Dayton Extra Board.

**Note 1:** The Extra Boards at Coady and Strang will not be required to protect the Dayton Extra Board except when it is exhausted. In the event the Dayton Extra Board is exhausted, the vacancy will first be protected by the Coady Extra Board before utilizing the Strang Extra Board.

**Note 2:** Except as noted in this Section 1, the Dayton Extra Board will not be required to supplement other Extra Boards within the Houston Hub.

**Section 2:** The provisions of the controlling Guaranteed Extra Board agreement shall govern the establishment and operation of the extra board at Dayton.

**Section 3:** Except as set forth in this Memorandum of Agreement, the Extra Boards at Coady and Strang will continue to protect the vacancies designated in accordance with Article I, Section c, Paragraph 1 A ("Extra Boards") of the January 17, 1997 UP/SP New York Dock Merger Implementing Agreement for the Houston Hub Zones 1 and 2.

**Section 4:** Nothing in this agreement 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 the road/yard zone, pool freight crews performing combined service and deadheads between terminals, pool freight crews performing turnaround service at the away from home terminal and/or Traveling Switch Engines (TSE) working within their assigned limits (radius or straightaway).

**Section 5:** (a) This Agreement signed at Spring, Texas will not prejudice the position of either party, will not be referred to in connection with any other case, Agreement (Local or National), or dispute resolution and supercedes all other rules, agreements, and practices to the extent necessary to conform therewith.


(b) Either party may cancel this Agreement by serving thirty (30) days' written notice to the other party. Should a cancellation notice be served, the parties agree to meet in the intervening time or as mutually agreed to discuss issues precipitating its cancellation.


**Section 6:** In the event notice is served to cancel this accord, the provisions governing Zone 2 extra boards set forth in Article I of the January 17, 1997 UP/SP New York Dock Merger Implementing Agreement for the Houston Hub will, absent an agreement providing for alternative arrangements, automatically be placed into effect upon expiration of the notice period.

Signed this 29th day of April, 2010

Brotherhood of Locomotive Engineers  
And Trainmen

Union Pacific Railroad Company

  
W. Dent  
General Chairman, BLET

  
S. F. Boone  
Director - Labor Relations