

AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In connection with the operation of unit coal trains between Coffeyville, Kansas and Oologah, Oklahoma and Coffeyville, Kansas and Pryor, Oklahoma - IT IS AGREED:

1. A separate pool will be established to protect service on the Van Buren Division as outlined above. The home terminal for these runs will be Coffeyville, Kansas.

2. The points for going on and off duty for the runs in this service will be the present recognized on and off duty points for engineers. Engineers relieved from duty at Oologah will be transported to the home terminal. Engineers will continue to be tied up for four or more hours rest at Pryor.

3. Vacancies in this pool will be protected off the extra board at Coffeyville, Kansas. When no rested engineer is available for this service at Coffeyville, Kansas, an extra board engineer will be used.

4. The number of turns in this pool shall be maintained at a minimum level of two (2) except where it is known the coal facility at Oologah, Oklahoma or Pryor, Oklahoma will be shut down for an extended period of time (one week or more). Turns will be reduced if average mileage in the pool drops below 3200 miles per month. Turns may be added if average mileage in the pool exceeds 3800 miles per month, so long as the addition of an engineer does not result in a reduction of the average miles below 3200 miles per month. Engineers in this pool will be guaranteed \$4,335.00 per month, subject to future wage increase, such guarantee to be calculated and paid currently on a pay period basis. The number of turns in this pool will be adjusted on the first day of each month. More frequent adjustment may only be made by mutual concurrence between the Carrier and the Local Chairman.

5. Engineers Crews will be called on a first-in, first-out basis. Engineers runaround on line of road will be placed back in proper sequence at the home terminal if fully rested.

This agreement is effective upon execution and is subject to cancellation by thirty (30) days advance written notice served by one party upon the other of its intent to cancel the agreement, in which event the parties will meet within such thirty (30) day period in an effort to discuss and attempt to resolve whatever issues gave rise to the cancellation notice being served. If agreement cannot be reached upon cancellation, existing schedule agreement rules will apply.

Signed at Omaha, Nebraska, this 31 day of January, 1992.

FOR THE ORGANIZATION

FOR THE CARRIER

M. L. Reynolds
General Chairman, BLE

W. J. [Signature]
Director Labor Relations

KAA/071091/c