

July 7, 2003
File: 210-16

MISSOURI PACIFIC BARGAINING COMMITTEE

Mr B. R. Palmer
General Chairman BMW E
324 W. Whaley
P. O. Box 2767
Longview, Texas 75606-2767

Mr. R. D. Sanchez
General Chairman BMW E
350 N. Sam Houston Pkwy
Suite 202
Houston, Texas 77060

Mr. L. D. Riley
General Chairman BMW E
3626 Hotze Road
Salem, Illinois 62881

Mr. H. J. Granier
General Chairman BMW E
P. O. Box 329
Mayfield, Kentucky 41066

Mr. S. Triebel
General Chairman BMW E
Route 2 Box 250A
Coffeyville, Kansas 67337-8441

This concerns the Carrier's desire to utilize the BUC Undercutter on the territory of the Railroad covered by the collective bargaining agreement between the Union Pacific Railroad and the Brotherhood of Maintenance of Way Employees effective July 1, 2000. At the present time the BUC is operated by employees of the Carrier covered by the collective bargaining agreement effective July 1, 2001.

1. The position of a BUC Undercutter Operator will be established on the System Roster 5600 with the rate of pay of \$20.83 per hour. In addition this position will be bulletined and advertised on the bid lines as a "Restricted Position". The following conditions will apply to the positions advertised as RESTRICTED POSITIONS:
 - (a) Employees assigned to "Restricted Positions" will not be allowed to apply for bulletined assignments. Such employee recalled to a higher class will not be required to respond to recall in order to retain seniority in the higher class.
 - (b) An employee assigned to a "Restricted Position" shall not be subject to recall to another position or gang Employees assigned to "Restricted Positions" may only be displaced by qualified senior employees who have been displaced from "Restricted Positions" as a result of their positions being abolished or the exercise of seniority by senior employees.
1. Employees covered by the Union Pacific collective bargaining agreement presently assigned to the BUC Undercutter will be allowed to work on the territory of the

Collective Bargaining Agreement of July 1, 2000 in order to train and qualify the employees assigned to these positions if agreeable to the UP General Chairmen.

2. All future utilization of the BUC Undercutter on the territory covered by the Collective Bargaining Agreement, except for Item No. 2, will be subject to these terms and conditions. In the event there are no qualified bidders then the provision of Item No. 2 will apply.
3. Where the provisions of this agreement conflict with the rules of the Collective Bargaining Agreement, this agreement shall apply. In all other cases the terms of the Collective Bargaining Agreement effective July 1, 2000 shall apply.

It is understood that this agreement will not be considered a precedent nor be cited in future negotiations. To formally signify your concurrence in the above understanding, please affix your signature in the space provided below.

Yours truly,

General Director Labor Relations

AGREED:

B. R. Palmer, General Chairman

R. D. Sanchez, General Chairman

S. Triebel, General Chairman

L. D. Riley, General Chairman

H. J. Granier, General Chairman

APPROVED

R. Spears, Vice President