

AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND THE

UNITED TRANSPORTATION UNION

(Missouri Pacific Upper Lines)

**SWITCHING LIMIT EXTENSION
AT
KANSAS CITY, MISSOURI/KANSAS**

Union Pacific Railroad Company ("UP") and the United Transportation Union ("UTU") agree to extend the switching limits on the Falls City Subdivision at Kansas City to provide efficient and expedient service into/out of Union Pacific's new fuel facilities located by Fairfax Lead at 10th Street.

Accordingly, **IT IS AGREED:**

1. Effective September 2, 2005, the north switching limit at Kansas City will be extended to Mile Post 289.92 on the Falls City Subdivision.
2. Except as set forth in Item 1 above, the Kansas City Terminal switching limits, as set forth in the Kansas City hub Implementing Agreement are unchanged by this agreement.
3. There shall be no change in road miles as a result of this agreement. Crews destined to tie-up at the 10th street fueling track facility will be allowed additional two (2) miles.
4. The Carrier designed on/off duty points in the Kansas City Terminal are unaffected by this agreement.

5. Distances prescribed for service within Combination Road-Yard Service Zones, established by the 1978 UTU National Agreement (and modified by subsequent National Agreements) shall be measured from the old switching limits.

If all of the above properly reflect the understanding reached, please indicate concurrence in the space provided below and return one (1) original to this office.

Signed this 6th day of October, 2005, at Omaha, Nebraska

FOR THE
UNITED TRANSPORTATION UNION:

FOR THE
UNION PACIFIC RAILROAD CO.



R. E. Karstetter
General Chairman - UTU



R. D. Rock
Director - Labor Relations

APPROVED:



J. W. Babler
Vice President - UTU

PUBLIC LAW BOARD NO. 6723

PARTIES TO THE DISPUTE:

Union Pacific Railroad Company

AWARD NO. 14
CASE NO. 14

-- and --

United Transportation Union

STATEMENT OF CLAIM:

“Claim of Conductor K.L. Huckstep account used off district to perform work.”

FINDINGS:

This Public Law Board No. 6723 finds that the parties are Carrier and Employee, within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

We have fully considered the positions of the parties and the unusual facts of record before this board. We are compelled to reject the Carrier's position that the fuel tracks in question are within terminal limits. The record reveals that the Claimant was instructed to take his train to a location outside the terminal limits of the Kansas City Terminal in order that the train's locomotives could be fueled while still attached to the train prior to the next crew taking charge of the train. The claimant thus arrived and departed his final terminal. He passed the terminal limits and the Falls City Subdivision, passed another signal outside terminal limits and required a signal under the control of the Falls City Subdivision Dispatcher to shove his train into the siding for the fueling operation.


Strictly limited to the narrow facts of record and applicable agreement language we are compelled to sustain this claim and all similar claims of record for one-half of a basic

day's pay. Moreover, the Board directs the parties to immediately initiate procedures to extend yard limits to resolve this matter. The matter is remanded to the parties to reach an agreement to extend yard limits within sixty days from the date of this award. Full jurisdiction is maintained by this Board.

AWARD

As per findings.

ORDER: The Carrier is required to comply with this award within thirty days.



Chairman and Neutral Member



Employee Member



Carrier Member

Dated: 8-10-05