

MEMORANDUM OF AGREEMENT
Between
FORT WORTH AND DENVER RAILWAY COMPANY
and
UNITED TRANSPORTATION UNION

IT IS AGREED:

The following procedures will be followed in implementing Section 6 of the National Vacation Agreement dated April 29, 1949, as amended.

1. Vacations shall be taken between January 1 and December 31 of each year.
2. On December 1, April 1, August 1, of each year employees (Conductors, Brakemen and Switchmen) will be requested to submit applications by the 16th of the month for vacations in each of the following four month periods: January through April, May through August, September through December.
3. The Carrier Officer in charge at Fort Worth, Wichita Falls and Amarillo will determine the number of employees who will be on vacation at one time, by dividing the total number of vacation weeks to be assigned in a calendar year by fifty-two (52) to determine the number of employees who will be on vacation in any week.
4. Employees will be assigned vacations in accordance with their requests and in seniority order. Employees in yard service on December 15, April 15 and August 15, will be assigned vacations separately from employees in road service on the same dates, i.e., distinction between road and yard service will be maintained in the assignment of vacations.
5. If insufficient applications are received for the vacations allotted in any vacation period, the most junior employees working on the district, in road or yard service, will be assigned vacations in sufficient numbers to utilize the remaining vacation periods.

-2-

6. Vacations will be assigned in weekly increments. Vacations for regularly assigned roadmen and all extra men will start on Sunday. Vacations for regularly assigned yardmen will start on their first rest day.
7. Employees will be permitted to split their vacations into weekly increments without restriction on the number of splits. (Example: Employee entitled to five (5) weeks vacation may take his vacation in any five (5) weeks of the year.)

It is further understood, when employees are deadheaded to outlying points to fill split vacation vacancies, only the first and last deadhead will be paid on the entire vacation period in question, i.e., the first deadhead for going to fill the first portion of a split vacation will be paid for and the return deadhead from the last portion of the vacation will be paid for. No return deadhead from the first or intermediate portions will be paid for nor will the going deadhead for the last or intermediate portions be paid for on a split vacation.

8. Employees who may qualify for an additional week's vacation in any calendar year will be allowed the additional week in that year without any consideration given to his anniversary date.
9. In the event an employee is off sick, injured, furloughed or on authorized leave of absence, he will be permitted to take all or part of his vacation during the time he is off. It is understood the employee must submit proper request and also file a time slip for vacation payment upon receipt of permission to be off.
10. The available employees to protect the service will be reviewed and analyzed, and if there are insufficient employees working in the craft to provide vacations during the calendar year, additional persons will be employed so that vacations may be granted.

-3-

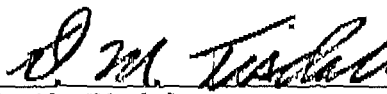
11. Local Chairmen will cooperate with the local Carrier Officer in arranging vacation periods, administering vacations and releasing additional employees when requirements of the service will permit.
12. This Agreement will become effective April 1, 1979 and the first vacations will be assigned under its provisions on May 1, 1979 and thereafter as provided, and will continue in effect subject to the procedural requirements of the Railway Labor Act, as amended.

Signed at Fort Worth, Texas this 9th day of February, 1979.

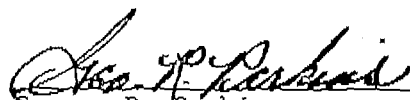
FOR THE
UNITED TRANSPORTATION UNION:


L. G. Prestage
General Chairman

FOR THE
FORT WORTH AND DENVER RAILWAY COMPANY:


D. M. Tisdale
Director, Labor Relations

APPROVED:


George R. Perkins
Vice President