## AGREEMENT

## between UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT and UNITED TRANSPORTATION UNION (C.T & E)

Since it is to our mutual advantage for the Company to be an effective competitor and the Company has the opportunity to participate in the hauling of solid trains of garbage from Denver, Colorado, the parties enter into the following agreement:

- 1. The Company may establish "Special Train Service" between Denver, Colorado and Aroya, Colorado subject to the following conditions:
  - (a) Assignments will be operated without a caboose and with a crew consist of one engineer and one conductor. Firemen will be permitted to work on this train only if they are unable to hold a position as fireman on their seniority district.
  - (b) These trains will be limited to the hauling of special garbage containers between Denver and Aroya.
  - (c) Trains operated pursuant to this agreement without a caboose and with a crew of one engineer and one conductor will not exceed 20 cars (not to exceed 1600 feet, excluding engines).
  - (d) No existing through freight assignments on the involved seniority district will be eliminated as a result of the implementation and operation of this agreement.
  - (e) The service will operate five days per week. Crews working in this service will be regularly assigned.
  - (f) Conductors working in this service will receive the special allowance provided for in the basic Eastern District Crew Consist Agreement and the productivity fund of that agreement will be credited.

- (g) Trains operating under this agreement will run from Denver to Aroya and return and, except for setting out cars in emergency, no work will be performed enroute. Cars in this service previously set-out in an emergency may be picked up by trains in this service. Such pick-ups may be made even though to do so may cause the train to exceed the 20-car limit set forth in Section 1(c) of this agreement. Except as provided herein, employes will not be censured or disciplined in any manner or be required to lose time for refusal to do so.
- (h) Where this agreement and the basic Eastern District Crew Consist Agreement are in conflict, this agreement shall govern.
- 2. Service under this agreement may be implemented at the Carrier's option upon ten (10) days' notice to the Organization.

Signed at Omaha, Nebraska, this 29th day of May, 1986.

FOR THE UNITED TRANSPORTATION UNION:

FOR THE UNION PACIFIC RAILROAD COMPANY:

General Chairman (C&T)

Director-Labor Relations/ED

Carrett Chairman (F)