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MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and

UNITED TRANSPORTATION UNION (C, T & E)

It is to our mutual benefit for the Carrier to be an effective competitor, and take advantage of an opportunity to participate in moving aggregate and cement products between Granite, Wyoming and Mesa, Colorado. Therefore,

IT IS AGREED THAT:

The Carrier may establish "Special Train Service," handling aggregate and cement products only between Cheyenne, Wyoming and Mesa, Colorado in local service, subject to the following provisions:

A. OPERATIONS


- (1) Assignments will be operated without a caboose.
- (2) Firemen will be permitted to work on this train(s) only if they are unable to hold any other position as fireman or hostler on their seniority district.
- (3) No existing through freight assignments on the involved Seniority Districts will be eliminated as a result of the implementation of this Memorandum of Agreement, and the operation of these trains.
- (4) Home terminal for this assignment is Roydale. The arrival and departure point for this assignment is M.P. 631.9.
- (5) The crew(s) working in this service will be regularly assigned.

- (6) Rule 67, Automatic Release, in the Basic UTU(C&T) Working Agreement, does not apply to trains operated in this service.
- (7) Rule 81, Automatic Release, in the Basic UTU(E) Working Agreement, does not apply to trains operated in this service.
- (8) The one-way mileage of this assignment will be 127 miles. Overtime will commence after eight (8) hours on duty.
- (9) Trains operated in this service will be run to meet the customer's commitments. Starting times, days of operation, and lay-over days may vary from time to time based on the needs of the customer. The schedule of the operations will be posted by Bulletin in accordance with UTU(C&T) Rule 54 or UTU(E) Rule 105, and any subsequent changes will be made in accordance with the applicable Bulletin Rules.
- (10) Due to the competitive nature of this business and operating conditions, the exact operation of these trains may vary, but it is anticipated that the trains will normally operate between Cheyenne and Mesa as outlined below:
 - (a) Report for duty at Roydale
 - (b) Run to Mesa to get train.
 - (c) Operate from Mesa to Cheyenne; setting out at Speer.
 - (d) Tie up at Cheyenne.
 - (e) Report for duty at Cheyenne.
 - (f) Operate from Cheyenne to Mesa.
 - (g) Set out train at Mesa.
 - (h) Run to Roydale to tie-up, and turn locomotive if required.
- (11) Crews in this service held at the away from home terminal will be paid continuous time for all time held after the expiration of sixteen (16) hours from the time relieved from previous service.


B. This Memorandum of Agreement may be terminated upon ten (10) days' written notice by either party signature hereto upon the other.

Signed at Omaha, Nebraska, this 15th day of MAY, 1990.

FOR THE UNITED
TRANSPORTATION UNION:




G. A. Eickmann
General Chairman (C&T)



C. L. Barrett, Jr.
General Chairman (E)

FOR THE UNION PACIFIC
RAILROAD COMPANY:



M. L. Janovec
Director-Labor Relations