

A G R E E M E N T

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

"SOUTH MORRILL-GERING-NORTH PLATTE OPERATIONS"

1. A new single pool service operation shall be established between South Morrill, Nebraska and North Platte, Nebraska to handle the present Northport, Nebraska operation and all eastbound South Morrill and return operations. This operation shall be allowed the "Overtime" and "Held at Other Than Home Terminal" provisions of the basic Interdivisional Service Agreement.

2. The operation will be manned by Third District employes.

3. The home terminal will be North Platte, Nebraska. The away from home terminal will be Gering, Nebraska.

4. Employes working in this operation from North Platte to South Morrill (this includes North Platte to Northport) will be allowed 185 road miles. Employes working in this operation from South Morrill to North Platte (this includes Northport to North Platte) will be allowed 185 road miles. Crews turned short of their far terminal will be allowed full district miles both ways.

5. Trains operating in this pool shall be operated from terminal to terminal intact without picking up, or setting out (except bad order cars from their own train), or switching enroute.

6. Should the Carrier desire to construct a lodging facility at South Morrill, Nebraska, such a facility will not be constructed until an agreement concerning the facility has been reached with the Organization.

7. Final terminal delay commences at South Morrill upon arrival at Mile Post 159.0 and terminates when the crew is released from duty at South Morrill. At both South Morrill and Northport, if transportation is not available within 30 minutes following the time the crew is released from duty, the employes will be compensated at the pro rata rate on a minute basis for all time in excess of 30 minutes at the rate paid for the last service performed until

transportation is provided. The 30-minute period at Northport will begin when the train is delivered to the receiving track.

The penalty payment provided for in the preceding paragraph shall terminate when the actual movement of transportation begins. The transportation shall be by Carrier vehicle or an equivalent contract carrier.

The Carrier shall have 60 days from the effective date of this agreement to determine necessary manpower and operational needs for transporting crews from South Morrill and Northport. During this 60 day period, the penalty provision set forth above will not apply. The Carrier shall have an additional 60 days to determine manpower and operational needs whenever there is a substantial increase in business through South Morrill.

8. Initial terminal delay for crews operating South Morrill to North Platte shall commence 45 minutes from time called to report at Gering and shall terminate when the crew departs South Morrill. Initial terminal delay for crews operating Northport to North Platte shall commence 30 minutes from time called to report at Gering and terminates when the crew begins straight-away movement to Northport.

9. Hours of Service Act relief for trains operating in this pool shall be performed by the protecting extra board. However, Hours of Service Act relief for westbound trains which reach Northport or beyond shall be performed by the first-out rested crew at Gering on a short turn-around basis. Crews so used shall be returned to first-out status and shall not be used again for short turnaround service.

10. In accordance with Article IV, Section 1(b) of the basic Eastern District Crew Consist Agreement, the crew consist for crews operating in this single pool shall be as follows:

(a) If the Carrier does not secure the Houston Lighting & Power Company contract or if this Paragraph 10 is not ratified, the basic Eastern District Crew Consist Agreement shall apply.

(b) If the Carrier secures the Houston Lighting & Power Company contract and if this Paragraph 10 is ratified, the following shall apply:

(i) Both reduced and standard crews will operate in this pool.

- (ii) There shall be eight standard crews in this pool. All other crews shall be reduced crews.
- (iii) Reduced and standard crews may handle all trains covered by this agreement.
- (iv) The car limit for trains in this operation shall not exceed 121 cars or 6,840 feet in length, including caboose(s).
- (v) Reduced crew operations shall begin January 1, 1985.

This agreement shall be effective August 1, 1984, and will remain in effect until changed or modified in accordance with the Railway Labor Act, as amended. It fully settles the Organization's notice of June 13, 1984, and that notice is withdrawn.

Signed at Omaha, Nebraska this 5th day of July, 1984.

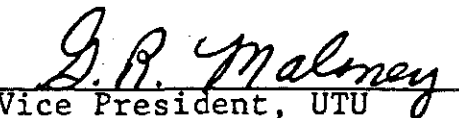
FOR THE EMPLOYES:


General Chairman, UTU (C&T)

FOR THE CARRIER:


Director-Labor Relations/ED

APPROVED:


Vice President, UTU



UNION PACIFIC SYSTEM

Union Pacific Railroad
Missouri Pacific Railroad

July 5, 1984

E-510

Mr. F. A. Garges
General Chairman, UTU(C&T)
7377 Pacific, Suite 221
Omaha, NE 68114

Dear Sir:

This refers to the "South Morrill-Gering-North Platte Operations" Agreement.

It is understood that a violation of Paragraph 5 of that Agreement will result in the following penalty: a day's pay to the crew performing the work and a day's pay to the first-out extra crew.

Yours truly,

R. D. MEREDITH
Director-Labor Relations/ED
Union Pacific Railroad Co.

ED/U03/1



**UNION PACIFIC
SYSTEM**

Union Pacific Railroad
Missouri Pacific Railroad

July 5, 1984

E-510

Mr. F. A. Garges
General Chairman, UTU(C&T)
7377 Pacific, Suite 221
Omaha, NE 68114

Dear Sir:

This refers to the "South Morrill-Gering-North Platte Operations" Agreement.

It is understood this coal pool operation will not operate west of South Morrill.

In the application of Paragraph 7 of that Agreement, the Carrier will furnish the accurate mile post figure for the arrival point at South Morrill as soon as it is known. In addition, a mile post figure will be provided for the arrival point at Northport as soon as it is known.

In the further application of Paragraph 7, it is understood the penalty payment shall terminate when the actual straight-away movement to Gering begins.

Yours truly,

R. D. MEREDITH
Director-Labor Relations/ED
Union Pacific Railroad Co.

ED/U03/3



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Union Pacific Railroad
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July 5, 1984

E-510

Mr. F. A. Garges
General Chairman, UTU(C&T)
7377 Pacific, Suite 221
Omaha, NE 68114

Dear Sir:

This refers to the "South Morrill-Gering-North Platte Operations" Agreement.

In the application of Paragraph 9 of that Agreement, it is understood Rule 42 of the basic Agreement shall be changed as follows: the mileage reference in Paragraph (a) shall be changed to read 20 miles per hour and the mileage reference in Paragraph (b) shall be changed to read 25 miles per hour.

Yours truly,

R. D. MEREDITH
Director-Labor Relations/ED
Union Pacific Railroad Co.

ED/U03/2



UNION PACIFIC SYSTEM

Union Pacific Railroad
Missouri Pacific Railroad

July 5, 1984
E-510

Mr. F. A. Garges
General Chairman, UTU(C&T)
7377 Pacific, Suite 221
Omaha, NE 68114

Dear Sir:

This refers to the "South Morrill-Gering-North Platte Operations" Agreement.

It is understood that a violation of Paragraph 5 of that Agreement will result in the following penalty: a day's pay to the crew performing the work and a day's pay to the first-out extra crew.

There is, however, one exception to this provision. Because of contractual obligations to the Burlington Northern (Northport operations) and to the power plants (South Morrill operations), it will be necessary for pick-ups to be made under the following circumstances:

- (1) The BN requires the UP to deliver complete trains (110 cars) at Northport. Should a Northport train not be a complete train, said train may pick-up (without penalty) a sufficient number of cars to make the train a complete train.
- (2) The power plants require their cars be kept together. Should an AP&L train, for example, set-out a bad order car enroute, after that car is repaired it may be picked-up (without penalty) by another AP&L train. The car to be picked-up and the cars in the train making the pick-up must be alike. An AP&L train may pick-up an AP&L car and a Houston train may pick-up a Houston car; a Houston train cannot pick-up an AP&L car.

It is not the Carrier's intent to have trains in the South Morrill-North Platte operation perform pick-ups beyond the exceptions set forth above. It is not the Carrier's intent to have trains in the South Morrill-North Platte operation perform local work.

Yours truly,

R. D. MEREDITH
Director-Labor Relations/ED
Union Pacific Railroad Co.

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