

UNION PACIFIC RAILROAD COMPANY



September 6, 1994
LOU #2310019484

MR. G. A. EICKMANN
GENERAL CHAIRMAN, UTU
2933 SW WOODSIDE DRIVE
SUITE F
TOPEKA, KS 66614-4181

Dear Mr. Eickmann:

This letter confirms the parties' understanding with respect to the mainline relocation at Hastings, Nebraska.

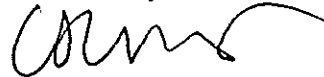
1. Effective September 15, 1994, the east switching limits at Hastings will be changed from Milepost 259.6 to Milepost 253.04. The west switching limits at Hastings will remain at Milepost 263.1
2. Shortly after September 15, the current crew change/ tie-up point at Hastings, Nebraska, will be moved from Burlington Avenue (Milepost 262.5) to the Railroad "Y" at Level, near the Maxon Gate Road, approximately Milepost 255.0.
3. There will be no change in the arrival point for eastbound train operation (MP 263.1) and while there will be a change in the arrival point for westbound train operation (MP 253.04) and the crew change/ tie-up point for all trains (Level), the mileage of the freight districts (Marysville-Hastings and North Platte-Hastings) will not be altered nor will there be any change with respect to the computation and payment of any applicable terminal delays times.
4. (a) Unassigned crews, away from home terminal and/or extra employees who are tied up at Hastings, Nebraska, will be provided transportation at Carrier's expense to the designated lodging facility.
(b) As a result of the remoteness of the new crew change/ tie-up point at Level, unassigned crews, away from home terminal and/or extra employees who are tied up at Hastings, Nebraska, and who are not provided the transportation set forth above within thirty (30) minutes from tie-up of service will be paid pro-rata rate from time tied up until arrival at the lodging facility. If the employee(s) is on overtime at time of tie-up, overtime will be allowed until arrival at the lodging facility.

NOTE: Suitable transportation includes Carrier owned or provided passenger Carrier motor vehicles or taxi, but excludes other forms of public transportation.

5. (a) Carrier will ensure that access road to the new crew change/tie-up point at Level will be adequately maintained throughout the year for use by employees reporting to this new point.
 - (b) Due to the remoteness of the new crew change/tie-up point, crews will not be censured or discipline in any manner if, due to inclement weather and road conditions, they are unable to reach the reporting point.
 - (c) The new crew change/tie-up point facility will have suitable lockers, adequate heating and air conditioning, bathrooms, desks, etc., and will be maintained in a clean and suitable condition.
6. (a) The understandings with respect to the change in switching limits, mileage of the freight districts as well as terminal delays is understood to be without prejudice to either parties' position and will not be cited as a precedent in any further matters.
 - (b) Distances prescribed for service under Rule 31, Rule 58 and within combination road-yard service zones, established by the 1978 UTU National Agreement (as may be modified by subsequent local and/or National Agreements) shall continue to be measured from switching limits in existence on July 26, 1978.

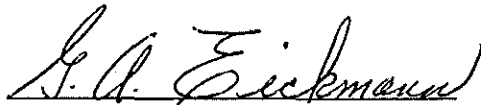
If all of the six (6) items above properly reflect the understanding reached, please indicate concurrence in the space provided below and return one (1) original to this office. Please note that the office relocation at Hastings will transpire in the very near future and therefore prompt handling of understanding will be necessary,

Yours truly,



L. A. Lambert
General Director-Labor Relations

AGREED:



G. A. Eickmann
General Chairman, UTU-CE&T
louagt01.utu

October 25, 1994
(Date)