

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179



June 4, 1999

Agreement: #2106019905
Subject Code: 180.20

MR L L NELSON
GENERAL CHAIRMAN UTU C&T
811 S E STARK STREET
PORTLAND OR 97214-1227

Dear Sir:

On December 1, 1998 we met in your office in Portland, Oregon and discussed the following cases:

- | | | | |
|----|---------|----|---------|
| 1) | 1083665 | 4) | 1113987 |
| 2) | 1083673 | 5) | 1113989 |
| 3) | 1083675 | | |

The issue in these cases is whether or not the Carrier is required to bulletin an assignment that has worked five (5) days in a row on the First District, currently identified as MHKLJ. Briefly, it is the position of the Organization that the Carrier is required to Bulletin the assignment due to the extra being called five (5) consecutive days.

It is the Carrier's position Rule 33 and the Letter of Understanding dated March 17, 1988 did provide for the bulleting of such assignments as regular once it is known that the job will work in excess of five (5) days or after any extra assignment works five (5) consecutive days under the same working conditions. However, due to the wide range of call times the job had been called under, it did not meet the "same conditions" criteria.

After thoroughly exploring the matter, we agreed the Carrier and its employees would best be served if the extra, currently identified as MHKLJ, were to be bulletined.

It is agreed:

- 1) Because this traffic does not move on a predetermined schedule the Carrier may establish a turnaround local out of Albina on the First Seniority District with a modification to Rule 4 of the Basic Agreement.
 - (A) Crews assigned to this Local may be called three (3) hours in advance or three (3) hours later than the starting time established by bulletin without penalty payment.
 - (B) Regular assigned trainmen required to report for work more than three (3) hours but less than five (5) hours in advance of the starting time of their assignment, they will be allowed a 50 mile arbitrary in addition to the time earned on trip.

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- (C) When required to report more than five (5) hours in advance of the starting time of their assignment they will be allowed a 100 mile arbitrary in addition to the time earned on the trip.
 - (D) If required to go on duty more than three (3) hours later than the bulletin starting time, pay will commence three (3) hours later than the bulletin start time, except, that where any member of the train crew requires rest under the Hours of Service Law, pay will not commence until the expiration of the maximum legal rest period required by any member of the train or engine crew.
- 2) The assignment will not be used outside the bulletined territory of its assignment, except in emergency, in which event the provisions of Rule 13(c) of the Schedule Agreement shall be applicable.
 - 3) The local assignment may be bulletined to operate on a five or six day basis. If established on a five day basis, the layover days shall be consecutive.
 - 4) Nothing in this agreement shall be construed or interpreted so as to change, modify or amend any of the provisions of Rule 33 or the Letter of Understanding dated March 17, 1988, identified as File 180.20.
 - 5) This agreement shall be effective June 16, 1999, and shall remain in effect unless canceled upon 10 days written notice by one party upon the other.

Yours truly,

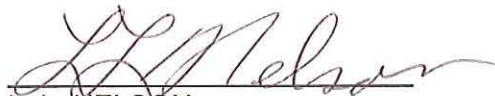


C. R. WISE
DIRECTOR LABOR RELATIONS



T. G. TAGGART
ASSISTANT DIRECTOR
-LABOR RELATIONS

AGREED:



L. L. NELSON
GENERAL CHAIRMAN UTU C&T