

**Memorandum of Agreement
2603129974
Between the Union Pacific Railroad Company
for the territory of the
former Chicago Northwestern
and the United Transportation Union**

Assigned Helper Service at Bill

This Side Letter is in reference to the new interdivisional pool freight operations at South Morrill and Bill, Wyoming.

Specifically, it is in reference to Article I, Section 7 - Short Turnaround and Helper Service of Memorandum of Arbitration Board 567 (Agreement No. 2607019848) and more specifically Paragraph C and the conditions under which assigned helper service may be established at Bill, Wyoming.

In order to continue to adequately serve the coal customers in the Powder River Basin and maintain the operation out of the mines, the Carrier and the Organization have agreed to establish regularly assigned Helper service under the following conditions:

- 1) The home terminal and on and off duty points for these helper assignments will be Bill, Wyoming.
- 2) The starting times, days of assignment, rest days etc., will be established in cooperation with local management and the representative of the Organization.

Any change in the assignments as described above, either the number of assignments or the starting times or days, will be reviewed locally between the Carrier officers and the local representatives prior to making any changes.

To initiate this service the following schedule will be tried. Regular assignments will be established which consist of three (3) five day per week assignments and one (1) five-day relief assignment as described below

Job 01 - 0700 Sunday through Thursday/ off days Friday and Saturday

Job 02 - 1500 Tuesday through Saturday/ off days Sunday and Monday


Job 03 - 2300 Thursday through Monday/ off days Tuesday and Wednesday

Job 04 - (relief assignment) - Friday and Saturday (0700); Sunday and Monday (1500); Tuesday(2300)/ off days Wednesday and Thursday.

Note: Job 03 (2300) will be filled on Wednesday from the extra board.

- 3) Crews operating in this Helper service may operate into, out of and through the home terminal of Bill, Wyoming an unlimited number of times with no penalty.
- 4) The operating limits of these Helper assignments are the east end of the Lusk Ballast Yard at MP 232 and the north end of the BNSF Joint Line at MP 14.7.
- 5) These Helper assignments may shove or assist either BNSF or Union Pacific trains, and may pick up/set out or switch cars and/or units enroute within the limits described above or at Bill Yard.
- 6) These Helper assignments will not provide hours of service relief for Coal Trains, loading or staging of trains, unless all other options are exhausted.
- 7) The rate of pay for this Helper service will be the road switcher (yard rate) and will operate under the conditions provided for road switchers, including guarantee provisions. These Helper jobs will be eligible for overtime after (8) hours (regardless of the miles run).
- 8) All transport/deadhead service in connection with the Helper assignments will be considered in combination with the service trip.
- 9) Employees in this Helper service will qualify for holiday pay consistent with road switcher agreements.
- 10) Because of the requirements of this particular type of service, and to expedite the movement of trains, trainmen in this service will not stop their train to eat except in cases of emergency or unusual delays. Trainmen in such Helper service will be paid the prevailing away-from-home meal allowance of \$6.00 for the trip. Crews may become eligible for a second \$6.00 meal allowance when on duty in excess of ten (10) hours.
- 11) Extra helpers may be called at any time of day (without regard to the brackets as described in Item 2) for any duration of time up to the hours-of-service limitations. All of the provisions described above for assigned helper service, will also apply to these extra helpers. This provision applies only to extra helpers called during time periods when assigned helpers are on duty.
- 12) These Helper assignments may be abolished at any time with notification prior to the end of a tour of duty on the preceding day.
- 13) This agreement will be effective on March 15, 1999 and may be canceled by either party with a fifteen day notice.

J. M. Raaz
AVP Labor Relations


Mr. J. W. Babler
General Chairman UTU