

A G R E E M E N T

Between

UNION PACIFIC RAILROAD COMPANY
(FORMER WESTERN PACIFIC)

and the

UNITED TRANSPORTATION UNION

IT IS AGREED that unit coal train service between Elko and Valmy, Nevada, will be assigned to Pool Freight Service with home terminal Elko and will be protected by trainmen at Elko. Vacancies in the Valmy Pool will be protected under existing Schedule rules from the Elko Extra Board. If such board is exhausted, vacancies shall be filled under existing Schedule rules.

Crews assigned to the Valmy Pool will not be required to do work other than as necessary to facilitate the setting out, picking up and/or handling of cars pertaining to the unit coal trains. It is further understood that no penalty claims will be allowed Elko or Winnemucca trainmen on the grounds Elko trainmen are working off district when engaged in service pursuant to this agreement.

Employees assigned to the Valmy Pool will be guaranteed and governed by the provisions set forth in Article III of the "Conductor Only" Crew Consist Agreement of December 1, 1991.

Due to traffic patterns in the movement of the coal from originating point to destination, the Carrier may abolish the pool established under this agreement should train movement be reduced below twelve (12) trains per month.

This agreement will become effective December 16, 1991, and will remain in effect thereafter until cancelled by either party serving a 15 day written notice upon the other of its desire to terminate the agreement, or it may be terminated at any time by mutual agreement. In the event the pool is abolished, the method of handling the coal trains prior to establishment of this agreement shall be restored.

Effective with the implementation of this Agreement, the Elko - Valmy Pool Agreement dated March 31, 1981 will be canceled.

Dated at Sacramento, Ca, this 2nd day of December, 1991.

FOR THE ORGANIZATION:

FOR THE CARRIER:


N. J. LUCAS
(General Chairman)


L. A. Lambert
(Director, Labor Relations)