AGREEMENT

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

MODIFICATION OF RULE 41 - INTERDIVISIONAL SERVICE

It is agreed that the provisions of Rule 41 of the current agreement between UTU(C)&(T) and Union Pacific Railroad Company-Eastern District, effective May 1, 1983, are hereby modified with respect to its application to interdivisional service on the Eastern District to the extent herein provided:

- 1. Pool freight crews who are run around by other pool freight crews in the home terminal, or enroute between the home terminal and far terminal, will upon arrival at the far terminal be given the same relative position on the list that they held prior to leaving the home terminal, except that crews who become first out before having required rest shall stand first out after rest period, and upon return to home terminal shall be given the same relative position on board as was held prior to leaving the home terminal on the last trip.
- 2. Pool freight crews who are run around by other pool freight crews in the far terminal, or enroute between the far terminal and the home terminal, will upon arrival at the home terminal be given the same relative position on the list at the home terminal that they held prior to leaving the far terminal except as provided in Section 1.
- 3. Crews requesting rest in accordance with Rule 71 will retain their position on the blue print board. In the event the crew is run around during rest period, they will be placed first out at the expiration of their rest period.
- 4. Crews that double out of far terminal and are relieved enroute due to insufficient time will be given same relative position on list at

home terminal as held prior to departure from far terminal.

- 5. At the time of pool adjustments, crews added to pool in accordance with schedule Rule 38 will not be considered as run around when other pool crews arriving at the home terminal are placed ahead of them under the provisions of this agreement.
- Upon arrival at the home or far terminal, trainmen who have been run around as indicated in paragraphs 1 and 2, will notify proper officer as to their standing on the list at those points. The Company will not be subjected to penalty payments because trainmen fail to furnish information or furnish incorrect information. This does not, however, estop the management from taking disciplinary action when it is developed the employes have furnished incorrect information, and no runarounds will be claimed because crews did not depart in their first-in, first-out order at the home or far terminal.

This agreement will become effective March 1, 1983. It will automatically terminate ten (10) days after service of notice by either party upon the other of desire to terminate it, at which time the schedule rules affected by this agreement will be in full force and effect.

Agreement dated January 14, 1974 and modification for Cheyenne-Rawlins I.D. District are hereby abrogated.

Dated at Omaha, Nebraska, this 24th day of February, 1983.

FOR THE EMPLOYES:

FOR UNION PACIFIC

RAILROAD COMPANY:

General Chairman

UTU(C)&(T)

Director of

Labor Relations-ED