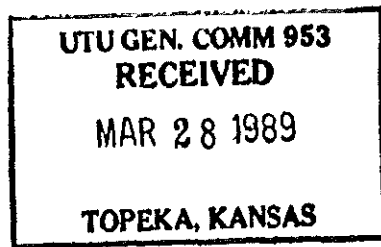


U NION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 21, 1989

File: 380.10-7  
140.80-10

Mr. G. A. Eickmann  
General Chairman, UTU(C&T)  
2933 Woodside Drive  
Topeka, KS 66614

Dear Sir:

This is to confirm our discussions concerning the Council Bluffs-Fremont operation and the application of Side Letter No. 4 of the Crew Consist Agreement of June 29, 1984.

During our discussions of Side Letter No. 4, the issue arose whether a crew could be deadheaded from Council Bluffs to Fremont under Side Letter No. 4 to receive their train at Fremont. It was the Carrier's position this was permissible. It was your position that Fremont was not a terminal and trains could not be operated out of Fremont under Side Letter No. 4. We also discussed the problem of a train with less than 71 cars or 4015 feet (which include light unit(s) or caboose hop) leaving Council Bluffs and picking up in excess of 71 but less than 121 cars not exceeding 6840 feet.

It was agreed that without prejudice to the respective positions of either party in order to obtain operational efficiencies the Carrier could (under the provisions of Side Letter No. 4):

1. Deadhead a reduced crew from Council Bluffs to Fremont where the crew would take charge of their train,  
  
or
2. Operate a train with a reduced crew with less than 71 cars, not exceeding 4015 feet, from Council Bluffs which will be allowed to pick up enroute to Fremont, or at Fremont, to in excess of 71 cars but no more than 121 cars, not exceeding 6840 feet.

It is understood that in either case the penalty provisions of Side Letter No. 4 will apply.


If a First District crew is reduced due to a crew member observing a personal leave day, and there is a protected employee on the Council Bluffs trainman's extra board, a standard crew must be used by utilizing the first-out, rested protected employee.

Mr. G. A. Eickmann  
March 21, 1989  
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Page Two

This understanding may be cancelled by either party upon ten (10) days' written notice to the other party.

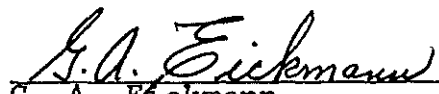
If the foregoing correctly sets forth the understanding reached in conference, please affix your signature in the space provided below.

Yours truly,



M. L. Janovec  
Director - Labor Relations

ACCEPTED:



G. A. Eickmann  
General Chairman, UTU(C&T)

CC: Mr. R. D. Arney - Kansas City  
Mr. M. M. Connolly - Council Bluffs  
Mr. W. E. Naro - Omaha

CC: D W HOLLAND  
C L CLARK  
M R MILLER  
P V FITZPATRICK

MLJ:N32/13A