

GENERAL COMMITTEE OF ADJUSTMENT

united transportation union

UNION PACIFIC RAILROAD COMPANY
(Former C&NW Railway Co.)

CIRCULAR LETTER NO. 8

307 W. LAYTON AVE.
MILWAUKEE, WI 53207
414-489-3700
FAX 414-489-3705

November 9, 2009

TO ALL LOCAL CHAIRPERSONS:

Dear Sirs and Brothers:

As an ongoing process - in the General Chairman's office, we send out Circular Letters as circumstances dictate in regard to issues that are of importance to all of our Membership. We are requesting that you read these documents at your Union Meetings for the Membership's benefit and also place them on bulletin boards for those Members who cannot attend the Union Meeting. Incorporated below are issues of importance for our Membership.

◆ **Rail Safety Improvement Act:**

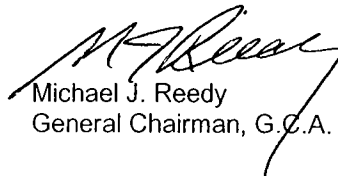
The Union Pacific and this General Committee have reached a mutual understanding regarding the placement of pool freight and extra board employees who are required to observe rest after either reaching 276 hours worked during the month, or having performed covered service on six or seven consecutive days. The previous practice by the carrier was to operate the assigned pool turn with an extra board employee, or to remove the employee from the extra board until the required rest period was observed.

There are no provisions under schedule rules and agreements to remove an employee from their assignment because of required rest under the hours-of-service laws. It is agreed that an employee in pool service or assigned to an extra board will remain on the assigned turn, or in the extra board rotation, while observing the required rest. If the pool or extra board position rotates to the first-out position before the rest period is completed, the employee will be held first out pending completion of rest.

Please review the attached letter of understanding and inform your membership. Although the letter specifies an effective date of November 16, 2009, the programming changes may delay the date. CMS will advise all employees of any change in the effective date.

Trusting this information will aid you in keeping our Membership informed of issues confronting us and with best personal wishes, I remain

Fraternally yours,


Michael J. Reedy
General Chairman, G.C.A.

MJR:jg

Attachment

cc: M. B. Futhey, President - UTU
A. Martin, III, Assistant President - UTU
K. N. Thompson, III - General Secretary/Treasurer - UTU

UNION PACIFIC RAILROAD COMPANY

T. Gary Taggart
Director – Labor Relations



1400 Douglas Street
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October 21, 2009
860-10-1

Mr. M.J. Reedy
General Chairman
United Transportation Union
307 W. Layton Ave.
Milwaukee, WI 53207

Dear Sir:

This refers to our various discussions pertaining to the implementation of the Rail Safety Improvement Act of 2008 ("Rail Safety Act"). In conjunction therewith, this letter of interpretation shall confirm our mutual interpretation regarding the manner in which employees assigned to unassigned (pool) freight service or extra boards shall be handled in the event they are observing mandatory off duty time due to certain specific provisions of the Rail Safety Act.

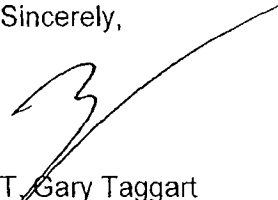
During our recent discussions, we agreed that mandatory off duty time under the Rail Safety Act should be handled as outlined below:

1. An employee assigned to a turn in an unassigned freight pool or to a position on an extra board who finds themselves in mandatory off duty time pursuant to §21103(a)(1) (i.e., the "276-hour monthly cap rule") or §21103(a)(4) (i.e., the "6/48 & 7/72 rule") will retain and remain on his or her turn in the applicable freight pool or his or her position on the applicable extra board during the period he or she is in mandatory off duty time.
 - a. During the period said employee is in mandatory off duty time, his or her freight pool turn or extra board position (and accordingly the employee assigned) shall continue to rotate or advance (i.e., - move up) in the freight pool or on the extra board.

- b. If the employee's freight pool turn or extra board position reaches the first-out position before he or she is no longer subject to the mandatory off duty time pursuant to item 1 above, the employee and his or her assigned pool turn or extra board position will be held in the first-out position until the expiration of the employee's period of mandatory off duty time.
2. This letter of interpretation is without prejudice to either parties position regarding the status of employees subject to the "276-hours monthly cap rule" or "the 6/48 and 7/72 rule".
3. The terms and conditions of this letter of understanding will be placed into effect on November 16, 2009.
4. The letter of interpretation may be cancelled by either party by serving a 30-day notice.

If the foregoing accurately reflects our understandings and agreement, please so indicate by affixing your signature and the date in the space provided below; returning one fully executed copy to my office.

Sincerely,



T. Gary Taggart
Director - Labor Relations

AGREED:



M.J. Reedy
General Chairman, UTU

10-22-09
Date