

**UNION PACIFIC
SYSTEM**

May 23, 1985

013-230-13

Mr. V. L. Janecek
General Chairman, IBoFEW
306 Glenn Rose
North Platte, Nebraska 69101

Dear Sir:

This has reference to our recent discussion in conference concerning Rule 13 of the Schedule Agreement effective November 1, 1976. Based upon our discussion of this rule in connection with claims that have been submitted, the following was agreed upon as pertains to the application of the rule:

Employe(s) required to change shifts because of a reduction or abolishment or adjustment of positions on a shift resulting in a reduction of the number of positions on that shift shall be eligible for overtime rate under provisions of Rule 13. However, employes so affected who have sufficient seniority to remain on the same shift but voluntarily elect to displace on another shift, shall not be entitled to the change of shift payment provided for in this rule.

Employes returning from a leave of absence, a foremen or non-agreement employe returning to a craft position, adjustment of force that does not reduce the number of positions on the shift, a voluntary decision by a senior employe to bid or displace on a position on another shift which results in a junior employe going to another shift, are examples of situations in which the employe would not be allowed overtime rate for the first shift due to an individual being required to change from one shift to another.

This understanding may be cancelled by either party by the serving of a ten-day notice upon the other party.

If you are agreeable to the above understanding of Rule 13, will you please so indicate in the space provided below, returning the original to this office for my further handling.

Yours truly,
/s/ R. D. Rosenbohm

AGREED:

/s/ V. L. Janecek
General Chairman, IBoFEW