

MEMORANDUM OF AGREEMENT

#2201300444

(850-1)

between

UNION PACIFIC RAILROAD COMPANY

for the territory

UNITED TRANSPORTATION UNION

Eastern District

Modification April 20, 1987 Agreement
Filling Hosting Vacancies – Council Bluffs Only

This refers to your Organization's request dated July 24, 2003 and January 15, 2003 to modify the April 20, 1987 Agreement (013-23-(84)-2, formally known as the Margason Agreement. This Agreement sets forth procedures to fill temporary and permanent Hostler and Hostler-Helper vacancies at Council Bluffs, IA.

The Carrier is agreeable to your Organizations request to modify the Margason Agreement for Council Bluffs only as follows:

It Is Agreed:

1. A Trainman/Yardman who is a qualified hostler/hostler-helper and is reduced from the engineers working list (cannot hold any engineer assignment) will be permitted to exercise their seniority to a hostler/hostler helper assignment in accordance with their hostler seniority date or, to a Trainman/Switchman position in accordance with their train service seniority date.
2. Permanent hostler/hostler-helper assignments will be filled by the senior qualified employee with an application on file from the applicable CMS hostler/firemen seniority roster at the location where the vacancy exists.
 - (a) If no applications are received, the junior qualified employee on the applicable CMS hostler/firemen seniority roster will be forced at the location where the vacancy exists in accordance with Article XIII, Section 1 (10) (c) of the UTU 1985 National Agreement.

3. Employees working as trainmen or yardmen will not be permitted to bid on these assignments unless they are qualified.
4. Temporary hostler/hostler helper vacancies will be filled from the applicable hostler extra board at the location.
5. Hostler/hostler-helper assignments will be bulletined three (3) times during a calendar year for seniority choice upon a date fixed by CMS and Local Chairman.
 - (a) If no applications are received for a hostler/hostler-helper assignment within four (4) days (96) hours from the date of the bulletin, the junior unassigned qualified hostler/hostler-helper at the location, not working as an engineer, will be assigned.
6. An employee working as an engineer and is able to hold an engineer assignment will not be permitted to demote themselves and place on a trainman/yardman position or on a hostler/hostler-helper position.
7. This agreement may be canceled by either party by serving a thirty (30) day cancellation notice upon the other. If a notice is served by either party, a conference will be held during the thirty (30) day period in an effort to address and resolve the issues giving rise to the serving of the notice.
 - (a) Should this agreement be terminated, then the provisions of the April 20, 1987 Agreement (013-23-(84)-2 will again apply.

Signed this 19th day of February, 2004.

**FOR THE UNITED
TRANSPORTATION UNION:**


Dean Hazlett
General Chairperson UTU

**FOR THE UNION
PACIFIC RAILROAD COMPANY**


F. A. Tamisiea
Director - Labor Relations