

MEMORANDUM OF AGREEMENT

#2203209996

between the

**Union Pacific Railroad Company
for the territory
U.P. Eastern District**

and the

United Transportation Union

**Yard Vacancy Procedures
Zone 400 (Denver Hub)**

Article IV, Section C of the Denver Hub Merger Award/Agreement stipulates in pertinent part:

“Since most of the employees have not worked under a daily preference system in the yard, the employees shall be governed by the regular application for yard assignments and the daily preference system shall not apply...”

Side Letter No. 1 of the Denver Hub Supplemental Agreement also provides the parties will meet to establish yard vacancy procedures.

In regard to the above, the Parties have agreed to modify the basic Eastern District Yard Schedule of Rules, as well as the Denver Hub Award/Agreement and Supplemental Agreement as they relate to yard vacancy procedures in the Denver Hub as follows:

I. NEW ASSIGNMENTS, CHANGE IN REST DAYS, START TIMES AND PERMANENT VACANCIES:

- A. Newly established (foreman/helper) yard assignments or assignments that have a change in rest days or start times will be bulletined for seventy-two (72) hours. Non-compensated vacancies (foreman/helper) known to be ten (10) days or more will be considered as permanent vacancies and will also be bulletined for seventy-two (72) hours.
- B. Assignments will be filled by the senior qualified applicant for the desired vacancy.
- C. When no applications are received for positions described in A or B above and it becomes necessary to force assign an employee, the procedures outlined in Article VII of the Denver Hub Supplemental Agreement of September 18, 1997, will be utilized. Once those procedures are exhausted, the assignment will be made by force assigning the junior qualified employee from the extra board designated to protect the yard service at that location.
- D. Employees will not be allowed any overtime shifts in the normal exercise of seniority from one assignment to another as set forth in Item 6(a) "Five Day Work Week Agreement" of the Eastern District Yard Schedule of Rules.
- E. It will be the employees responsibility to electronically maintain their applications in the CMS system for the desired yard assignment.

II. VOLUNTARY DISPLACEMENTS:

- A. On a limited individual basis, to be determined by the designated Local Chairman/Representative, regular assigned yard employees, including yard employees assigned to the protecting extra board (Foremen & Helpers) may voluntarily relinquish their assignment and displace any junior employee on another yard assignment up to six (6) times during the calendar year January - December.
- B. Employees desiring to exercise their seniority under Section (A) will not be allowed to exercise their seniority during the period of two (2) days prior to and two (2) days after any holiday(s) during the calendar year.
- C. An employee desiring to exercise his/her seniority under Section A must notify the designated Local Chairman in advance (day prior) of the effective date of the new assignment. The time period for such advance

notice will be determined by the Local Chairman or designated representative to handle the changes

- D. The change in assignments requested by the employees will be made by the designated Local Chairman/Representative who will in turn, notify both the employees and the Crew Management Systems Department of their new assignment so the appropriate changes can be made.
- E. A yard employee giving proper notice to the designated Local Chairman/Representative to displace on another assignment will be notified the day prior to assuming the new assignment. Likewise, a yard employee being displaced must exercise displacement rights through the designated Local Chairman/Representative and will be notified of his/her new assignment the day prior to assuming the new position. Employees must exercise their displacement rights in a timely manner and must be properly notified to ensure all yard job(s) (new) assignments will be protected the first working day. All employees displacing or being displaced must assign themselves to another yard assignment in accordance with their seniority and may not place to the bump board.
- F. There will be no claims/grievances filed or progressed on behalf of any employee due to this voluntary exercise of seniority under the application of this Article II. In addition, employees assuming the new position, will be paid at the pro rata rate for the first eight (8) hours of service.
- G. The designated Local Chairman will advise Crew Management System of the changes in those assignments twenty-four (24) hours prior to the effective date of the first change in assignment.
 - (1) The Local Chairman or designated representative will be allowed not less than he/she would have received on his/her assignment when required to lose time while making assignments provided for in this Article II. This allowance will be limited to one round trip or three (3) yard basic days, unless additional time is authorized by CMS. In terminals where only a few yard assignments (normally 6 or less) are maintained, the allowance will be limited to one round trip or one (1) yard basic day, unless additional time is authorized by CMS.
- H. Employees will not be allowed any overtime shifts in the normal exercise of seniority from one assignment to another as set forth in Item 6(a) "Five Day Work Week Agreement" of the Eastern District Yard Schedule of Rules.

III. VACANCY PROCEDURES:

Except as provided in this agreement, the existing rotary extra boards in the Denver Hub will be used to fill all vacancies, as well as permanent vacancies pending assignment as follows:

A. Yard Foremen Vacancies:

1. Yard Helper on the same crew will work as the Foreman and will be compensated the Foreman's rate of pay.
2. Protecting extra board.
3. Junior qualified Foreman working as a Helper At the same starting point, within the same starting time cycle, utilizing first, the same starting time within the bracket. Second, the later starting time cycles within the same starting time brackets.

For Example: A Foreman's vacancy on a 6:30 a.m. assignment exists, First call the junior qualified Helper on another 6:30 a.m. job. Second call the junior qualified Helper on a 7:00 a.m. job, so on and so forth.

4. Senior qualified person with application on file to work their rest day.
5. Junior qualified rested and available person in the yard.

B. Yard Helper Vacancies:

1. Protecting extra board.
2. When the extra board is exhausted at the time a vacancy exists and, an extra board employee will become rested during this starting time cycle, the junior available Yard Helper reporting at the same starting point but for a later start time, other than the existing vacancy, within the same cycle, may be moved to the vacancy.
3. Senior qualified person with application on file to work their rest day.
4. Junior qualified rested and available person in the yard.

IV. TEMPORARY VACANCIES:

1. All yard service vacation vacancies in each yard known to be of more than one (1) week vacation duration, will be assigned to the senior qualified employee who is holding a regular yard job, or who is on the protecting extra board, in the terminal where the vacancy exists. The senior person who makes the proper application will be assigned at 2:00 p.m. the day preceding the temporary vacancy.
2. Employees assigned to vacation vacancies must be fully rested when they assume their new assignment, which will be on the first work day of the assignment (after rest days). These employees will remain on the vacancy until released and cannot be displaced from the temporary vacancy, and in addition, their regular assignment will be filled from the extra board on a day-to-day basis.
 - (a). Employees working temporary vacancies will not be permitted to apply for other temporary vacancies.
 - (b). Employees assigned to temporary vacancies will continue to assume the rest days at the expiration of the temporary vacancy and will thereafter return to their regular yard assignment.
3. Known vacation vacancies described in Article IV, Section 1 above which are absent of applications prior to the first day of the vacancy will thereafter be filled on a day-to-day basis from employees on the applicable extra board.
4. Pursuant to this Article IV, the first day of service for employees filling vacation vacancies, as well as returning to their regular assignments shall be paid at the pro rata rate for the first eight (8) hours.
5. There will be no claims/grievances filed or progressed on behalf of any employee due to this voluntary exercise of seniority under the application of this Article IV. In addition, employees assuming the new position, will be paid at the pro rata rate for the first eight (8) hours of service.

V. GENERAL:

- A. The Eastern District Yard Schedule of Agreement, as amended, including the Denver Hub Merger Award/Agreement and Supplemental Agreement will continue to apply in the Denver Hub except as modified in this agreement.

- B. Nothing in this agreement is intended to modify or change any existing provisions set forth in the 1984 and 1991 Crew Consist Agreements and the provisions of Article XI of the September 18, 1997 Denver Hub Supplemental Agreement.
- C. This Agreement will become effective on _____, and is made without prejudice to either party's position and will not be cited as a precedent in any other future application of yard assignments on the Eastern District Territory. This agreement will remain in effect, unless a thirty (30) day cancellation notice is served upon either party. Should this agreement be terminated by either party, the procedures set forth in the basic Denver Hub Merger Award/Agreement and Supplemental Agreement will apply.

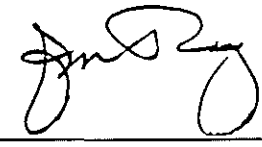
Signed this 6th day of, September 2000.

**FOR THE UNITED
TRANSPORTATION UNION**



A. Martin, III
General Chairman UTU

**FOR THE UNION
PACIFIC RAILROAD COMPANY**



J.M. Raaz
Assistant Vice President Labor Relations

h:\agt0332.utu-ft
(06/16/00)