

16-31-94

MEMORANDUM OF

AGREEMENT

#2309159483

between the
UNION PACIFIC RAILROAD COMPANY

for the territory
Eastern District

and the

UNITED TRANSPORTATION UNION (C,E&T)

*DISPLACEMENTS IN POOL FREIGHT SERVICE
SECOND SENIORITY DISTRICT*

At the request of the Organization signatory hereto, the parties hereby agree to adopt the following special placement provisions into pool freight service on the Second Seniority District.

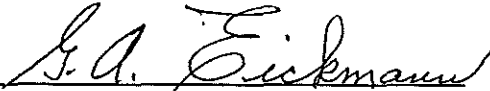
1. Effective September 15, 1994, when through the exercise of seniority rights a seniority employe elects to displace into pool freight service, the seniority employe must displace the junior employe assigned to the pool.
2. At the time of electing this displacement, the seniority employe must advise Carrier's crew management office (CMS) of the exact time and date of displacement and where he/she desires a pool turn to be positioned in the pool.
3. This special displacement provision will only apply on the second seniority district and has application to seniority employes electing to displace into pool freight service.
4. This special displacement provision may modify in part the provisions of Rule 92, as well as Item 92(d), Item 92(e), Item 92(f), Item 92(h) and Item 92(i) and where in conflict therewith, the provisions of this Memorandum of Agreement will prevail.
5. This special displacement provision was at the request of the Organization

and accordingly it is clearly understood and agreed that Carrier will not be placed with claims and/or grievances as a result of the displacement provisions set forth herein.


6. This Memorandum of Agreement will become effective September 15, 1994 and will remain in full force and affect thereafter unless cancelled by either parties signatory hereto with a serving of a thirty (30) day advance written notice upon the other. If such advance notices served and this Memorandum of Agreement is cancelled the provisions of Rule 92 as well as all items cited above will thereafter be restored.

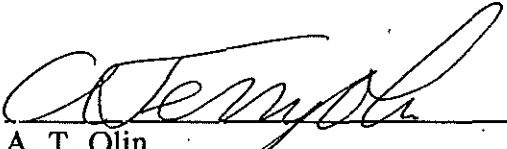
Signed this 31st day of October, 1994.

**FOR THE UNITED
TRANSPORTATION UNION:**


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

**FOR THE UNION
PACIFIC RAILROAD COMPANY:**


L. A. Lambert
General Director Labor Relations


A. T. Olin
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



October 31, 1994

LOU #2311159483
X/R MOA #2309159483

UTU GEN. COMM 953
RECEIVED
NOV 03 1994
TOPEKA, KANSAS

Mr. G. A. Eickmann
General Chairman, UTU
2933 SW Woodside Drive
Suite F
Topeka, KS 66614-4181

Dear Mr. Eickmann:

This has reference to the Memorandum of Agreement, identified as MOA #2309159483 and dated October 31, 1994, concerning displacements in pool freight service on the Second Seniority District.

The effective date of the aforementioned Memorandum of Agreement was slated to be September 15, 1994. Inasmuch as said date has expired, this letter shall serve to confirm the parties' agreement the above-referenced Memorandum of Agreement will become effective on Monday, November 21, 1994. Therefore, the first sentence of Section 6 of the cited Memorandum of Agreement is hereby modified to read as follows:

"This Memorandum of Agreement will become effective November 21, 1994 and will remain in full force in effect thereafter unless cancelled by either party signatory hereto with a serving of a thirty (30) day advance written notice upon the other."

If the foregoing properly reflects our understanding and agreement, please so indicate by affixing your signature in the space provided below.

Yours truly,

A. Terry Olin
Director Labor Relations

AGREED:

G. A. Eickmann
General Chairman, UTU