

**MEMORANDUM OF AGREEMENT  
#2209100792**

between the

**UNION PACIFIC RAILROAD COMPANY**

and the

**UNITED TRANSPORTATION UNION  
(Eastern District)**

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**Yard and Yard Extra Board Assignments at Grand Island, Nebraska**

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In order to facilitate a more stable yard work force at the Grand Island, Nebraska Yard the parties have agreed to amend the rules governing seniority, bulletins, assignments, and permanent vacancies currently in effect under the 1972 UTU Eastern District Yard Schedule and the 1989 Modification to the Zone 100 Trainmen Seniority District Agreement.

**IT IS AGREED** that all regularly assigned yard and yard extra assignments at Grand Island, Nebraska will be protected as follows:

- I. A trainman who is permanently assigned to the yard and/or yard extra board will be protected for a twelve (12) month period.
  - A. Applicants, once assigned cannot:
    - 1) Be displaced from the assignment (except by a senior trainman who would otherwise be furloughed).
    - 2) Relinquish their assignment unless:
      - a) Their seniority allows them to place by application to a permanent vacancy.
        1. In the event a trainman elects to give up his/her assignment under Section A (2) (a) above, he/she will not be allowed to exercise back to the yard at Grand Island until the next bulletin cycle (unless they would otherwise be furloughed).

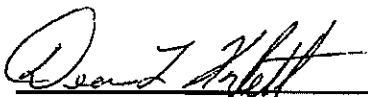
Or,

- b) The relinquishment occurs during the open bulletin cycle.
    - 3) Take a temporary assignment in other road and/or yard service.
  - B. Permanent vacancies resulting from Section I (A) above will be filled in accordance with the current rules and provisions in effect under the UTU Eastern District Yard Schedule.
- II. Beginning with the calendar year 2008 and thereafter the 12 month protected period will run from February 16 through February 15 of the following year:
- A) All yard and yard extra assignments will be bulletined on January 16, closing on January 31 with assignments made by February 5, and the trainman placed on the assignment no later than February 15.
    - 1) If any of the above dates fall on a weekend the following first weekday will be used. If any of the above dates is a holiday, the following first weekday will be used.
  - B) Trainmen (voluntary or involuntary) currently assigned to the Grand Island yard shall remain on their assignments and shall not be subject to displacement in the exercise of seniority or the right to leave such an assignment until the dates described in Section II (A).
    - 1) Exception: If the trainman was forced assigned (involuntary), said trainman will hold the assignment until another junior trainman is available or has been promoted and becomes available if said trainman has a written request on file with Crew Management (CMS) to be relieved.
    - 2) Trainmen assigned to the Grand Island yard under Section II (A) will also be governed by Section II (B).
  - C) At the expiration of the 12 month period set forth in Section II, assignments will again be bulletined as provided in Section II (A), by seniority choice even though a trainman is currently protecting the assignment.
- III. Trainmen assigned (voluntary or involuntary) to any yard position under the Agreement shall not be compensated for any travel/deadhead time.
- IV. This Agreement in no way establishes a guarantee or restricts the Carrier's right to establish and/or discontinue assignments at the Grand Island Yard.


- V. All UTU Schedule Rules and Agreements remain in effect except as expressly modified in this Agreement. When other Agreements and/or provisions are in conflict with this Agreement, the terms and conditions of this Agreement will govern.
  
- VI. This Memorandum of Agreement will become effective January 1, 2008, and will terminate upon serving a (30) day advance written notice by either party upon the other. In the event of such termination, the current rules and/or provisions with respect to assignments and displacements will apply.

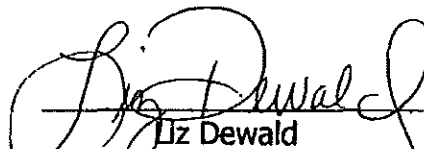
Signed this 29<sup>th</sup> day of April, 2008.

**FOR THE ORGANIZATION:**

  
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Dean L. Hazlett  
General Chairman UTU

**FOR THE CARRIER:**

  
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Alan L. Weed  
Director, Labor Relations

  
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Liz Dewald  
Manager, Labor Relations