

A G R E E M E N T

between

UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT

and

UNITED TRANSPORTATION UNION (C&T)

IT IS AGREED:

Section 1. The following six seniority districts shall be combined into one seniority district and the seniority rights of employes holding seniority on these six seniority districts shall be consolidated into one seniority group but with the present seniority rights of each employe preserved:

- (1) Seniority District 5/6 - Cheyenne - Rawlins and branches.
- (2) Seniority District 7 - Rawlins to Green River and branches.
- (3) Seniority District 8 - Green River to Ogden and branches.
- (4) Seniority District 12 - Denver to Borie/Cheyenne, Denver to Ellis, Oakley to Plainville, Denver to Julesburg and branches and Denver Yards.
- (5) Seniority District 13 - Point of Rocks to Granger and branches.
- (6) Wyoming Division Yards.

This new Seniority District shall be known as Seniority Zone 200.

Section 2. Each employe having a seniority date on any one of the six involved seniority districts on the effective date of this Agreement shall be accorded a seniority date and seniority ranking on the new Seniority Zone 200 roster in the order of the employe's present seniority - the employe having the greatest seniority shall be No. 1 on the new roster, the employe with the next greatest seniority shall be No. 2, and so on - until all employes have been placed on the new roster.

Section 3. The new roster, in addition to the new seniority ranking, shall indicate each employe's prior rights seniority district. Prior rights seniority shall be superior to seniority established pursuant to this Agreement.

Section 4. Employes achieving seniority on Seniority Zone 200 after the effective date of this Agreement shall have rights only on Seniority Zone 200 and shall have no prior rights on any specific former seniority district.

- (1) Employes achieving seniority on Seniority Zone 200 after the effective date of this Agreement shall designate one of the five road Seniority Districts as a "Home Point".
- (2) When an employe is cut off at their home point or is furloughed at their "Home Point", if their services are not needed at any other location where they hold seniority (Road or Yard), they will be given the right to remain at the point where cut off or "Home Point", subject to the following conditions:

(a) Within 5 days from the date the employe is notified that he is cut off from the extra board he must make a written or telephone request upon CMS for permission to remain at his home point rather than exercise his seniority to another location within Zone 200. If the cut-off employe's services are not needed at any other location, his request to stay at the home point will be granted and he will be so notified.

(b) The cut-off employe granted permission to remain at his home point under the provisions of paragraph (a) above will be required to report for work at his home point within 48 hours from the time notified to report, or within 5 days from date notified to report if called to report at a location other than his home point.

(c) When employes are needed at a location where there are not sufficient home point men at such location to protect the needs of the service, the junior employe, or employes, remaining at other home points will be notified and will be required to report to the location to which called within 5 days from date of notification.

(d) An employe called to a location other than his home point will, upon written request on CMS, be permitted to return to his home point when there is an ample supply of employes to handle the work at the location to which he has been recalled.

(e) An employe permitted to remain at his home point under paragraph (a) above may return to service prior to recall by filing written notice with the Superintendent or his designated representative. The cut-off employe will, if he has sufficient seniority, be permitted to return to service when the extra board at the location where he desires to work is increased.

(f) A cut-off employe remaining at the home point under paragraph (a) above will be required to keep CMS informed as to his current address.

(g) An employe who is recalled to service in accordance with this agreement and who fails to report for service within the time provided herein will forfeit all employment and seniority rights.

Section 5. For the purpose of this Agreement, Schedule Rule 93(d) is modified to read:

"(d) When no written applications are received for bulletined assignments:

(1) The junior brakeman assigned to the extra board at the home point of the assignment will be assigned.

(2) The junior conductor working in the prior seniority district of the assignment and not holding a regular assignment as conductor will be assigned.

(3) Any Zone 200 employe may use that seniority to bid on a bulletined regular assignment anywhere within the Zone at any time."

Section 6. On and after the effective date of this Agreement, an employe at any point in the territory of Seniority Zone 200 may transfer to any other point in the territory of Seniority Zone 200 in accordance with applicable rules.

(1) Any employe moving under the provisions of Section 6 hereof will not be permitted to move again under those provisions for a period of thirty (30) days unless he is senior applicant for a regular assignment on another prior seniority district.

(2) The Carrier cannot require a prior rights employe to transfer to any point outside the employe's prior rights seniority districts.

- (3) Transfers to the Denver Seniority District will be permitted only when there are no prior right employes on the reserve board.

Section 7. Employes who are furloughed and who are receiving a protection allowance may be required by the Carrier to report for service at any point designated by the Company within the employe's prior rights seniority districts. Failure of the employe to report for service at the designated point within seven (7) days after notification shall constitute automatic forfeiture by the employe of all protection rights and allowances.

Section 8. This Agreement shall be effective September 21, 1988, and shall continue in effect thereafter subject to the provisions of the Railway Labor Act, as amended.

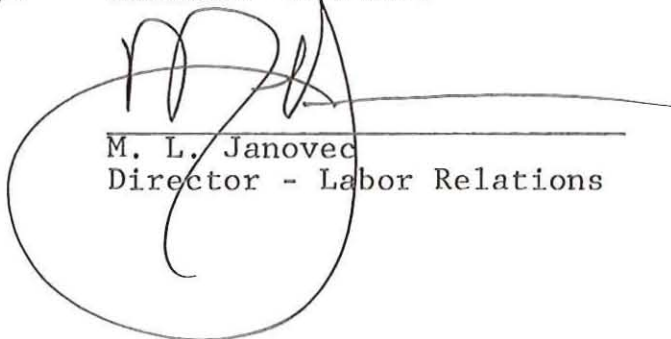
Dated at Omaha, Nebraska, this 21st day of September, 1988.

FOR THE UNITED
TRANSPORTATION UNION (C&T):



G. A. Eickmann
General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY:



M. L. Janovec
Director - Labor Relations

