MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT

and

UNITED TRANSPORTATION UNION (C&T)

MODIFICATION OF SECTION 6(1) OF THE SENIORITY ZONE 200 AGREEMENT AND SECTION 6(4) AND 6(5) ADDED

IT IS AGREED that Section 6(1) of the Seniority Zone 200 Agreement is modified as follows:

"(6)(1) Any employee moving under the provisions of Section 6 hereof will not be permitted to move again under those provisions for a period of 120 days unless he/she is a senior applicant for a regular assignment on another prior seniority district, or the provisions of Section 6(4) are applicable."

It is further agreed that Section 6(4) and 6(5) be added as follows:

"(6)(4) When an employee is forced or exercises his/her road rights to transfer to another prior road seniority district under Seniority Zone 200 due to being furloughed as a road employee at their home point, he/she may return to their home point, seniority permitting, on increase of the road extra board. If the employee fails to return to the home point at the first opportunity, he/she will be required to remain at the point to which transferred for a period of 120 days unless he/she is the senior applicant for a bulletin assignment on another prior seniority district."
"(6)(5) Employes working in road service on one prior seniority district in Seniority Zone 200 may exercise seniority to road service on another prior seniority district in Seniority Zone 200 on the conditions that:

(1) They make written application to CMS (with copies to affected local chairpersons);

(2) The brakeman's extra board is being increased at the point to which they are transferring; and

(3) Their seniority will permit them to work on the seniority district to which they are transferring.

Such transfer shall be made effective as soon as possible, but in no event later than seventeen (17) days from the date of application and/or from when the brakeman's extra board is increased. Roadmen not so handled will be granted a special allowance equal to the earnings which they would have received had they been transferred for each calendar day held after the expiration of the 17-day period (including layover days), providing the employe is available for service on such calendar days, which shall be in addition to all compensation for actual service performed."

"This Agreement is effective August 1, 1989, and shall continue in effect thereafter subject to the provisions of the Railway Labor Act, as amended."

Dated at Omaha, Nebraska, this 27th day of Sept., 1989.

FOR THE UNITED TRANSPORTATION UNION (C&T): FOR THE UNION PACIFIC RAILROAD COMPANY:

G. A. Eickmann M. L. Janovec
General Chairman Director - Labor Relations

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