

MEMORANDUM OF  
  
**AGREEMENT**  
**#2812229555**  
between the  
**UNION PACIFIC RAILROAD COMPANY**  
  
and the  
  
**UNITED TRANSPORTATION UNION**

\*\*\*\*\*  
**HOLDING TURN DURING ABSENCE FOR UNION BUSINESS - UTU-E**  
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**Section 1.      EMPLOYEES ELIGIBLE TO BE ABSENT FOR UNION BUSINESS**

For each UTU-E local committee on the Idaho Division, South Central District (California Division), Oregon Division and Spokane International Railroad, the UTU Officials listed below, if working as a Hostler or positions governed by applicable UTU-E Agreements, shall be entitled to hold their position/turn first-out until they resume service when it is necessary such officials be absent in order to conduct union business (local lodge meetings, acting as representative at disciplinary hearings, and other similar related matters):

A . . . . . Local President  
B . . . . . Local Secretary/Treasurer  
C . . . . . Local Chairman

**Section 2.      HOLDING TURN FIRST OUT AT HOME TERMINAL**

The above listed union officers, when absent for union business, if assigned to an extra board or freight pool, will be permitted to hold their position/turn first out until they resume service. That is, the position/turn will continue to rotate in the normal order until the UTU Official returns to service or until the position/turn rotates to first out and then it will stay first out until the UTU Official returns to service and works.

After the UTU official works a trip from first out position as prescribed in this Section 2, that individual will be restored to the same relative standing held at the time of the initial layoff on union business (placed between the employees the UTU Official was between at the time of the layoff).

**Section 3.      MOVING    TURN AT AWAY-FROM-HOME TERMINAL OR HOME TERMINAL**

In lieu of the procedures described in Section 2 hereof, a UTU Official covered by this

agreement, if assigned to a freight pool, will be permitted to move his/her turn forward a sufficient number of turns at the away-from-home terminal to ensure a return to the home terminal in time for the required union business. Alternatively, an union official covered by this agreement will be permitted to move his/her turn either forward or backward at the home terminal to ensure their availability for the required union business. The objective of this section is to provide union officers with maximum flexibility.

**NOTE:** The official involved must make a choice between use of Section 2 and one of the options in Section 3 for each union business layoff. It will not be permissible to use both sections in connection with any single layoff under this agreement.

#### **Section 4. REDUCTION OF GUARANTEES**

It is understood that union business absences will result in the reduction of any applicable guarantees pursuant to the terms of the applicable guarantee agreement.

#### **Section 5. TRADING JOBS**

The UTU officials identified in Section 1 hereof, if regularly assigned to yard/road switcher or local service, shall be permitted to trade assignments to be available for union business if another employe is willing to trade. The employes involved will trade back to their original assignments at the conclusion of the union business. Any such temporary trades will be without additional expense to the Company.

#### **Section 6. NO CLAIMS OR GRIEVANCES**

No claims will be filed or progressed as a result of application of this agreement.

#### **Section 7. EFFECTIVE DATE**

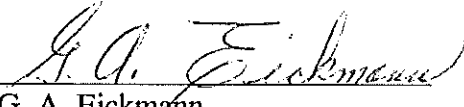
This agreement shall become effective January 1, 1996. Any agreement in conflict with this agreement shall be considered cancelled and/or superseded as of the effective date of this agreement.

#### **Section 8. CANCELLATION CLAUSE**

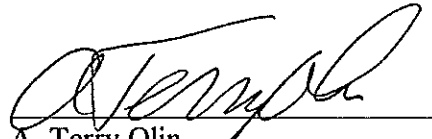
This agreement may be cancelled at any time by either party by serving a thirty (30)-day advanced written notice of cancellation upon the other.

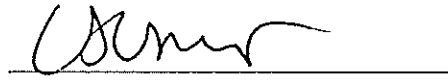
Signed at Omaha, Nebraska this 31<sup>st</sup> day of January,  
1996.

**FOR THE UNITED  
TRANSPORTATION UNION:**

  
G. A. Eickmann  
General Chairman, UTU

**FOR THE UNION  
PACIFIC RAILROAD COMPANY:**

  
A. Terry Olin  
Director-Labor Relations

  
L. A. Lambert  
General Director-Labor Relations