

**LETTER OF
UNDERSTANDING
#2104159630
between the
UNION PACIFIC RAILROAD COMPANY
(Oregon District)
and the
UNITED TRANSPORTATION UNION**

Second/Third District - Give Up Extra Board

This refers to the parties' discussion on December 18, 1995, and your Organization's correspondence of December 20, 1995, concerning the "...difficulty of senior train or yardmen being able to exit the Extra Board..." and your Organization's request that an agreement similar to that in place on the First, Fourth, and Fifth Seniority Districts which provides employees an opportunity to give up their extra board position be developed for the Second and Third Seniority Districts.

As indicated in your December 20, 1995 letter, the circumstances of Second and Third Seniority District employees in regards to their ability to move from the Guaranteed Extra Boards parallels closely the situations experienced on the First, Fourth, and Fifth Seniority Districts. In that regard, employees on the Second and Third Seniority Districts have expressed concerns about being "frozen" on the extra board.

In order to address this problem, the parties have agreed to provide Second and Third District employees an additional mechanism to move from an extra board. Accordingly, it is agreed a Second or Third Seniority District employee may relinquish his/her extra board position subject to the following conditions:

1. The employee must be assigned to a Second or Third Seniority Districts Extra Board as permitted by his seniority standing.
2. The employee may relinquish his/her position on the extra board only after he/she has been continuously assigned to a Second or a Third District extra board for a period of not less than six (6) months. In conjunction therewith, an employee may relinquish his/her extra board position pursuant to this agreement no more than once every six (6) months.
3. The employee exercising his/her right pursuant to this accord will be granted a displacement which must be exercised in accordance with applicable Agreement rules. This displacement may not be exercised to a position on the same extra board or to a position on another extra board.

4. An employee desiring to exercise this option to give up his/her position on the extra board must notify the Director CMS, in writing, with a copy to the appropriate Local Chairman, as follows:

"Director CMS:

I, _____ (print name) _____, desire to relinquish my position on the _____ (Second or Third) Seniority District Extra Board _____ (identify Extra Board) _____ and displace junior employee _____ (displaced employees name) off _____ (assignment identity) _____. I understand this move may only be used once every six (6) months and the last time I used this move was _____ (date) _____.


5. In the application of this agreement, it is only intended to permit employees a mechanism to avoid being "frozen" on the extra board. It is not designed to afford employees opportunity or right to acquire a position on an extra board, and such is not permitted under this agreement.

The provisions of this Letter of Understanding may be cancelled by either party by the serving upon the other party a ten (10) day advanced written notice of such desire.

If the foregoing properly reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below; returning one (1) fully executed copy to this office at your earliest opportunity.

Signed this _____ 22 day of May, 1996.

FOR THE
UNITED TRANSPORTATION UNION


L. L. Nelson, General Chairman - UTU

FOR THE
UNION PACIFIC RAILROAD COMPANY


R. R. Gentry, Director Labor Relations