

MEMORANDUM OF AGREEMENT

between

UNITED TRANSPORTATION UNION (T&S) – WEST

and

UNION PACIFIC RAILROAD COMPANY

From time to time there may be surplus of trainmen/switchmen in the Roseville Hub which results in one or more employees being unable to hold a regular or extra position. Because the implementation of the Roseville Hub resulted in a change of seniority districts, and in order that all concerned may understand the seniority process, the following will be implemented on an experimental basis:

I – THIS AGREEMENT IS:

- a) Only applicable to trainmen./switchmen in the Roseville Hub
- b) Without prejudice to the position of either party
- c) In effect for six months only. In the absence of a written agreement to extend or modify the provisions of this agreement, it shall cease to be effective as of 12:01 AM on the first (1st) or sixteen (16th) of a month which next occurs after the lapse of six months from the effective date.

II – BUMP BOARD AND CT BOARD

- a) Trainmen/switchmen who are notified of being cut off the extra board, or who are displaced and unable to hold anything at the location, will be placed to the bump board, either BT or BS, whichever is appropriate. During the 48 hours commencing with the time notified of being cut off the extra board, or notification of being displaced, such trainmen/switchman may displace a junior employee in active service as a trainman or switchman in the Roseville Hub. Employees on the BT or BS board may not displace to a bulletined vacancy, but may displace a junior employee who is holding a bulletined vacancy.

- b) At the expiration of 48 hours, employees covered by section a) above will be removed from the BT or BS board and will be placed on a CT board. There will be one CT board at each of the following locations:
- i) Roseville
 - ii) Oroville
 - iii) Oakland
 - iv) San Jose
 - v) Martinez (Ozol)
 - vi) Stockton
 - vii) Fresno
 - viii) Bakersfield
 - ix) San Luis Obispo
 - x) Dunsmuir
 - xi) Klamath Falls
 - xii) Portola
 - xiii) Sparks
 - xiv) Winnemucca
- c) Employees placed on a CT board will not be issued a letter or notification of being furloughed, but will no longer be able to displace an employee their junior in active service in the Roseville Hub until after they have been returned to active service on a regular or extra position in the Hub. Employees on a CT board may return to active service by any of the following three means:
- i) being successful bidder on a newly established position in the Hub;
 - ii) acquiring a position in the Hub through the application process; or
 - iii) being recalled to active service pursuant to Article IV of this agreement.
- d) Within five days of placement on a CT board, an employee may elect to be placed on a CT board at a location other than the location at which he/she was placed to the CT board.

III – EMERGENCY SERVICE

An employee on the CT board may indicate a desire for emergency service (DER). Those employees on the CT board with a “DER” notification will be called in seniority order when no active trainman or switchman is available at the location to perform the service. If contacted, they are not required to accept . Employees who request emergency work will not be considered available unless they are qualified.

IV – RECALL TO ACTIVE SERVICE

- a) When additional employees are needed on an extra board, and there are an insufficient number of applications, the required number of employees will be obtained by notifying the senior employee(s) on the CT board at that location they are being placed on the extra board. Employees so notified are required to accept.
- b) If there is an insufficient number of employees on the CT board at the location where the extra board stands to be increased, the required number of employees will be obtained by notifying the junior employee(s) on the CT board at the nearest location(s) to report for service on the extra list at the location in Section a) above. Employees so notified are required to accept.
- c) Recall notification will be made by telephone call and certified letter, return receipt requested, with copy to the local chairperson, to the address in the Company records. At least two attempts to notify the employee via telephone will be made. Employees must keep CMS advised of their current telephone number and address. Employees are required to report within 15 days following telephone notification or postmark of the certified letter, whichever is later. An employee who is recalled may request an extension of the 15-day recall limit if such request is made within the 15-day period. Any extension granted will be determined on an individual basis depending on the individual's unique circumstances.
- d) Employees who have failed to report within 15 days following telephone notification or postmark of the certified letter, whichever is later, shall forfeit their seniority on all Roseville Hub trainman and switchman rosters. However at any time prior to 60 days following telephone notification or postmark of the certified letter, whichever is later, they may request an investigation be held. Such investigation will be conducted in accordance with existing agreements, and the employee shall be afforded the opportunity to present evidence and defend the circumstances of his or her not being able to report with the prescribed 15-day period. If the record discloses that the Company made attempts to notify as set forth above and the employee's seniority is reinstated, the Company will not be liable for financial damages during the period between forfeiture and the employee's notice of restoration of seniority. Employees who have failed to report within 60 days following telephone notification or postmark of the certified letter, whichever is later, will be deemed to have abandoned their employment and will forfeit their seniority on all Roseville Hub trainman and switchman rosters.
- e) Employees who are recalled to active service in accordance with this Article IV will not be subject to being again cut off within fifteen days of the recall notification.

V – LODGING AND PER DIEM

- a) Employees covered in Article IV, Section b above, who are recalled to active service at a location other than the location where they are on the CT board, will be entitled to lodging and, in addition, a \$ 35 per diem for meals if they report for service on or before the seventh (7th) day following date of notification, in accordance with the following schedule:
 - i) Responds and reports for work no later than the second day following date of notification; 15 days per diem and lodging.
 - ii) Responds and reports for work no later than the third day following date of notification; 12 days per diem and lodging.
 - iii) Responds and reports for work no later than the fourth day following date of notification; 11 days per diem and lodging
 - iv) Responds and reports for work no later than the fifth day following date of notification; 10 days per diem and lodging.
 - v) Responds and reports for work no later than the sixth day following date of notification; 9 days per diem and lodging.
 - vi) Responds and reports for work no later than the seventh day following date of notification; 8 days per diem and lodging.
 - vii) Responds and reports for work after the seventh day following date of notification; no Company provided per diem and lodging.

VI – PROTECTION

This agreement will not change the Company’s practice of “treating” employees who cannot hold at one location and do not work at another location where they can hold.

VII – EFFECTIVE

This agreement will be effective June __, 2000 and supersedes any rule or practice with which it conflicts while it is in effect. This agreement is not intended to change rules or practices with which it does not conflict.

FOR THE EMPLOYEES:

FOR THE COMPANY:

J. K. Klein, General Chairperson

W. E. Loomis, Gen. Dir. LR

A. C. Hallberg, Director LR

ATTACHMENT

LOCATION	CIRC7	LOCATION	CIRC7	LOCATION	CIRC7
<u>ROSEVILLE</u>	<u>RV323</u>	<u>OROVILLE</u>	<u>PX751</u>	<u>OAKLAND</u>	<u>PX9</u>
Nearest Terminal		Nearest Terminal		Nearest Terminal	
Oroville	PX751	Roseville	RV323	Martinez (Ozol)	RV3
Stockton	PX862	Portola	PX637	San Jose	PS7
Martinez (Ozol)	RV390	Stockton	PX862	Stockton	PX8
Oakland	PX949	Martinez (Ozol)	RV390	Roseville	RV3
Sparks	RV185	Dunsmuir	OZ209	Oroville	PX7
San Jose	PS717	Sparks	RV185	Fresno	JQ2
Portola	PX637	Oakland	PX949	Sparks	RV1
Fresno	JQ292	San Jose	PS717	San Luis Obispo	CO2
Dunsmuir	OZ209	Klamath Falls	OZ314	Portola	PX6
Winnemucca	UX426	Fresno	JQ292	Dunsmuir	OZ2
Bakersfield	JQ181	Winnemucca	UX426	Bakersfield	JQ1
San Luis Obispo	CO242	Bakersfield	JQ181	Klamath Falls	OZ3
Klamath Falls	OZ314	San Luis Obispo	CO242	Winnemucca	UX4

LOCATION	CIRC7	LOCATION	CIRC7	LOCATION	CIRC7
<u>SAN JOSE</u>	<u>PS717</u>	<u>MARTINEZ (OZOL)</u>	<u>RV390</u>	<u>STOCKTON</u>	<u>PX8</u>
Nearest Terminal		Nearest Terminal		Nearest Terminal	
Oakland	PX949	Oakland	PX949	Martinez (Ozol)	RV3
Martinez (Ozol)	RV390	San Jose	PS717	Roseville	RV3
Stockton	PX862	Stockton	PX862	Oakland	PX9
Roseville	RV323	Roseville	RV323	San Jose	PS7
Fresno	JQ292	Oroville	PX751	Oroville	PX7
Oroville	PX751	Fresno	JQ292	Fresno	JQ2
San Luis Obispo	CO242	Sparks	RV185	Sparks	RV1
Bakersfield	JQ181	Portola	PX637	Portola	PX6
Sparks	RV185	San Luis Obispo	CO242	San Luis Obispo	CO2
Portola	PX637	Dunsmuir	OZ209	Bakersfield	JQ1
Dunsmuir	OZ209	Bakersfield	JQ181	Dunsmuir	OZ2
Klamath Falls	OZ314	Klamath Falls	OZ314	Winnemucca	UX4
Winnemucca	UX426	Winnemucca	UX426	Klamath Falls	OZ3

LOCATION	CIRC7	LOCATION	CIRC7	LOCATION	CIRC7
<u>FRESNO</u>	<u>JQ292</u>	<u>BAKERSFIELD</u>	<u>JQ181</u>	<u>SAN LUIS OBISPO</u>	<u>CO</u>
Nearest Terminal		Nearest Terminal		Nearest Terminal	
Bakersfield	JQ181	Fresno	JQ292	Bakersfield	JQ
Stockton	PX862	San Luis Obispo	CO242	Fresno	JQ
San Luis Obispo	CO242	Stockton	PX862	San Jose	PS
San Jose	PS717	San Jose	PS717	Oakland	PX
Oakland	PX949	Oakland	PX949	Stockton	PX
Martinez (Ozol)	RV390	Martinez (Ozol)	RV390	Martinez (Ozol)	RV
Roseville	RV323	Roseville	RV323	Roseville	RV
Oroville	PX751	Oroville	PX751	Oroville	PX
Sparks	RV185	Sparks	RV185	Sparks	RV
Portola	PX637	Portola	PX637	Portola	PX
Dunsmuir	OZ209	Dunsmuir	OZ209	Dunsmuir	OZ
Winnemucca	UX426	Winnemucca	UX426	Klamath Falls	OZ
Klamath Falls	OZ314	Klamath Falls	OZ314	Winnemucca	UX

LOCATION	CIRC7	LOCATION	CIRC7	LOCATION	CIRC7
<u>DUNSMUIR</u>	<u>OZ209</u>	<u>KLAMATH FALLS</u>	<u>OZ314</u>	<u>PORTOLA</u>	<u>PX6</u>
Nearest Terminal		Nearest Terminal		Nearest Terminal	
Klamath Falls	OZ314	Dunsmuir	OZ209	Sparks	RV1
Oroville	PX751	Oroville	PX751	Oroville	PX7
Portola	PX637	Sparks	RV185	Roseville	RV3
Sparks	RV185	Winnemucca	UX426	Stockton	PX8
Roseville	RV323	Portola	PX637	Winnemucca	UX4
Martinez (Ozol)	RV390	Roseville	RV323	Dunsmuir	OZ2
Oakland	PX949	Martinez (Ozol)	RV390	Martinez (Ozol)	RV3
Stockton	PX862	Oakland	PX949	Oakland	PX9
San Jose	PS717	Stockton	PX862	San Jose	PS7
Winnemucca	UX426	San Jose	PS717	Klamath Falls	OZ3
Fresno	JQ292	Fresno	JQ292	Fresno	JQ2
San Luis Obispo	CO242	San Luis Obispo	CO242	San Luis Obispo	CO2
Bakersfield	JQ181	Bakersfield	JQ181	Bakersfield	JQ1

LOCATION	CIRC7	LOCATION	CIRC7
<u>SPARKS</u>	<u>RV185</u>	<u>WINNEMUCCA</u>	<u>UX426</u>
Nearest Terminal		Nearest Terminal	
Portola	PX637	Sparks	RV185
Roseville	RV323	Portola	PX637
Oroville	PX751	Roseville	RV323
Winnemucca	UX426	Oroville	PX751
Stockton	PX862	Klamath Falls	OZ314
Martinez (Ozol)	RV390	Stockton	PX862
Oakland	PX949	Martinez (Ozol)	RV390
Dunsmuir	OZ209	Oakland	PX949
San Jose	PS717	Dunsmuir	OZ209
Klamath Falls	OZ314	San Jose	PS717
Fresno	JQ292	Fresno	JQ292
San Luis Obispo	CO242	San Luis Obispo	CO242
Bakersfield	JQ181	Bakersfield	JQ181

5/15/00