

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

For the former IGN territory

And the

UNITED TRANSPORTATION UNION

OUTLYING VACANCIES

IT IS HEREBY AGREED, the following will apply to train service employees protecting temporary vacancies at outlying points:

Section 1: An extra trainman sent to an outlying point to fill a temporary vacancy, including vacation, will remain thereon until relieved by the regular assigned trainman unless at time called for the vacancy he/she notifies the crew dispatcher of his/her desire to be released on the off day(s) of the assignment (or after the 7th day in case of a seven day assignment.)

Section 2: When a senior extra board trainman desires to work a temporary vacancy at an outlying point in the stead of a junior extra board trainman previously sent to that vacancy the following will govern:

- a. The extra/junior trainman previously sent to the outlying vacancy must have worked the assignment at least one (1) day or trip before he/she can be displaced.
- b. The extra/junior trainman must be displaced from the outlying point vacancy while he/she is on duty so notification can be accomplished prior to tying up for the day.
- c. The extra/senior trainman making the displacement must be marked up and in active status.
- d. Displacements/seniority moves by an extra/senior trainman to an outlying point vacancy cannot be made on the day before that vacancy's off day(s) or the last day of the regular trainman's scheduled vacation vacancy.

- e. When an extra/junior trainman is displaced by a senior extra board trainman or relieved by the regular assigned trainman at an outlying point, he/she shall report to the extra list in the deadhead time allotted to that vacancy.

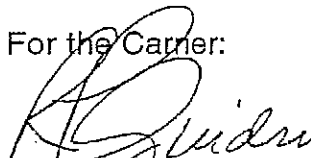
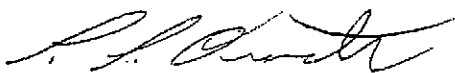
Section 3: The Carrier will not be caused to incur any additional deadhead expense as a result of this agreement. If deadhead is due for the relief of the regular trainman laying off, it will be allowed to the first extra trainman for the trip to the outlying point and to the last extra trainman who is relieved by the regular trainman for the return trip to the extra board.

Section 4: This Agreement is made without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution and may be cancelled upon ten (10) days written notice from either party to the other without following the procedures of the Railway Labor Act.

Signed this 4th day of September, 2002.

For the Organization:

For the Carrier:



L. L. Overton
General Chairman - UTU

R. P. Guidry
Director - Labor Relations; UPRR