

MEMORANDUM of AGREEMENT

by and between the

SOUTHERN PACIFIC TRANSPORTATION COMPANY (WESTERN LINES)

and its

TRAINMEN & SWITCHMEN

represented by the

UNITED TRANSPORTATION UNION

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IT IS AGREED THAT in the application of Section 1, Paragraph C, Memorandum of Agreement GEN 154-18, dated September 21, 1972, also Article 47, Section (b), Trainmen's Agreement, and Article 12 Switchmen's Agreement, brakemen/switchmen entering the service of the Company as such on and subsequent to October 15, 1996, will establish their common seniority date for both road and yard service as follows:

When a class of students completes their preparatory training and examinations and are all prepared to be marked up for service on the same date, their order of standing for seniority will be determined as follows:

- a. **FIRST GROUP** - Employees from the carrier's other crafts will be ranked highest in potential seniority in the class of trainees based on the employee's number of years of continuous service with the carrier. In the event that two employees have the same date of hire, they shall be ranked according to their date of birth with the senior employee ranking ahead of junior employees.
- b. **SECOND GROUP** - New employees will be ranked amongst themselves by their date of birth and placed behind Group 1 in seniority.

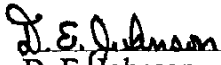
Thereafter, the first service performed by a member of said group as either a trainman or switchman will establish the common seniority date for all members of the group in the order determined by the above groups. If more than one class is prepared to mark up for service in the same seniority district on the same date, all groups will be ranked in accordance with a and b above, as if they were all in the same class of students.

When a single new employee is marked up for initial service as either brakeman or switchman, he/she will establish a common seniority date as of the time and date such initial service is performed.

This Agreement shall be effective October 15, 1996, and cancels and supersedes any other agreement or portion thereof with which it may conflict.


Signed at San Francisco, California, October 15, 1996.

FOR THE ORGANIZATION:



D. E. Johnson
General Chairperson

FOR THE COMPANY:



W. E. Loomis
Director, Labor Relations



UNITED TRANSPORTATION UNION

GENERAL COMMITTEE OF ADJUSTMENT
UNION PACIFIC WEST • CENTRAL CALIFORNIA TRACTION • STOCKTON TERMINAL & EASTERN
ALAMEDA BELT LINE • OAKLAND TERMINAL RAILROAD

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NORMAN J. LUCAS
Vice General Chairperson

LARRY W. PARTRIDGE
General Secretary

L. BRUCE HOLDER
Vice General Chairperson

February 21, 2001

File: GEN 154-18


A. C. Hallberg, Director - Labor Relations
Union Pacific RR
10031 Foothills Blvd
Roseville, CA 95747

Dear Sir,

In our conversation on this on February 8, 2001 and again this date, we discussed the matter in which a group of students has completed their training and are prepared to perform service, but are unable to do so because senior employees are furloughed and the students are unable to work. We discussed the matter of establishing seniority and agreed that in any such case as this, the students would establish conductor, brakeman and switchman seniority on the final day of their training.

If the above correctly reflects our understanding, please so signify in the space provided.

Respectfully,


J. Kevin Klein,
General Chairperson

I concur,



A. C. Hallberg, Director - Labor Relations