

MEMORANDUM OF AGREEMENT

Between The

UNION PACIFIC RAILROAD COMPANY

And The

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

The Union Shop Agreement is amended to provide:

1. Any employee who was promoted to an official, supervisory, or excepted position prior to June 1, 1981, may elect to retain and accumulate seniority within the craft or class represented by the organization party to this Agreement so long as the employee pays the currently applicable membership dues to the organization. In the event an employee elects not to pay dues to retain seniority, the duly authorized representative of the organization party to this agreement shall notify the Director Labor Relations-Non Operating Craft with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid dues to the organization, the employee shall cease to accumulate seniority in the craft or class represented by the organization party to this agreement.

2. Any employee who is promoted to an official, supervisory or excepted position subsequent to June 1, 1981, may elect to retain and accumulate seniority within the craft or class represented by the organization party to this agreement so long as the employee pays the currently applicable membership dues to the organization. In the event such employee elects not to pay dues to retain seniority, the duly authorized representative of the organization party to this agreement shall notify the Director Labor Relations-Non Operating Crafts with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid dues to the organization, the employee's seniority in the craft or class represented by the organization party to this agreement will be terminated and the employee's name removed from the seniority roster.

3. In the event an employee covered by the provisions of paragraph 1 or 2 above who retains seniority in the craft and class and is subsequently relieved from such position by the carrier (other than through dismissal for cause), the employee shall be entitled to displace an employee as per Rule 18 of Schedule Agreement effective November 1, 1976, as amended, and Rule 17 of the Communications Department Employees Schedule Agreement effective July 1, 1977, as amended. In the event such an employee voluntarily relinquishes a promoted position, the employee shall be entitled to displace the junior employee on the seniority roster or bid on a bulletined vacancy.

Dated at Omaha, Nebraska, this 5th day of March, 1981.

For the

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

/s/ W E Tolan
General Chairman

For the

UNION PACIFIC RAILROAD
COMPANY

/s/ R D Rosenbohm
Director Labor Relations-Non
Operating Crafts