

**MEMORANDUM OF AGREEMENT**

**Between the**

**UNION PACIFIC RAILROAD COMPANY**

**And the**

**UNITED TRANSPORTATION UNION**

**(T&P)**

Relating to the establishment of independent Electronic Lead Operator(s) (ELO) at Davidson Yard, Fort Worth, Texas.

**IT IS AGREED:**

**Article I  
Responsibilities**

**Section 1:** The Carrier may, at its discretion, establish single position independent ELO assignments at Davidson Yard in Fort Worth, Texas subject to the terms and conditions set forth in this Agreement.

**Section 2:** Except as specified in Article II, Section 2 of this Agreement, ELO positions established pursuant to this Agreement are not to be considered part of a ground crew.

**Section 3:** ELO positions established pursuant to this Agreement may be required to co-ordinate ground crew activity affiliated with the electronic switching of cars, operate electronic switch controls and technical equipment (trim controls/computer) in connection with the safe and efficient trimming operations and building of trains.

**Article II  
Compensation**

**Section 1:** ELO positions established pursuant to this Agreement will receive the Footboard Yardmaster rate of pay.

**Section 2:** When necessary (subject to Carrier's operating rules), ELO positions may be required to assist Conductor/Foreman only road and/or yard assignments affiliated with the electronically controlled and manual hand throw switching operations. It is not intended such assistance will be for extended

periods of time or considerable distances from the electronic switch controls (i.e. not to extend beyond the limits of the bowl area).

**Section 3:** ELO positions established pursuant to this Agreement will not stop the switching operations to eat, however will be paid twenty- (20) minutes at the pro rata rate of pay for having to eat concurrent with the sustained operation. ELO positions that are on duty eleven- (11) or more hours will receive an additional twenty- (20) minutes at the overtime rate of pay for eating concurrent with the sustaining switching operation.

**Section 4:** The Carrier will **not** make a Productivity Fund plug due to the assignment of ELO position(s). Employees eligible for productivity fund payments will be given a trip credit for each tour of duty as an ELO employee.

### **Article III Qualification and Vacancy Procedure**

**Section 1:** (a) Employees who bid on ELO positions established pursuant to this Agreement must be suitably proficient in classification procedures and related equipment so as to maintain on time production and cost efficiency.

(b) Should no bids be received for an ELO position(s), a qualified ground service employee(s) (as determined by the Director – Terminal Operations, with notification to the Local Chairman) shall be assigned to the ELO position(s) in reverse seniority order.

(c) The Director – Terminal Operations (DTO) may disqualify an ELO employee for cause, ability, merit and/or not having sufficient experience (less than two years service) in switching/trimming procedures and related equipment. The UTU General Chairman may review facts surrounding a disqualification with the Director – Labor Relations. Should this review not resolve the matter, a disqualified ELO employee may submit a timely grievance therefore pursuant to controlling agreements.

**Section 2:** The Director – Terminal Operations will provide Crew Management Services (CMS) a list of employees that are qualified to work ELO positions and subsequently notify CMS as other employees may become qualified.

**Section 3:** Temporary ELO vacancies will be protected by the first out qualified foreman available on the protecting extra board. In the event the extra board is exhausted or there are no qualified employees assigned thereon, the senior qualified employee with an application on file with CMS will protect the vacancy. If neither, the junior qualified ELO will be required to protect the vacancy.

**Note:** If the Carrier is unable to fill a temporary ELO position with a qualified employee, it may call an extra board/train service employee to work the ELO position under supervision of a company officer or operate in the conventional manner consistent with existing agreements.

**Section 4:** It is understood and agreed that the Company will not be put to any additional expense in filling temporary ELO vacancies.

**Article IV**  
**Administration**

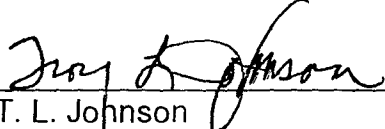
**Section 1:** This Agreement shall not impose restrictions where none currently exist nor will it require the Carrier to establish or maintain ELO positions as outlined herein.

**Section 2:** In the event the provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions set forth herein shall prevail and apply. Agreements, understandings or practices not modified or in conflict with the provisions of this Agreement remain in full force and effect.

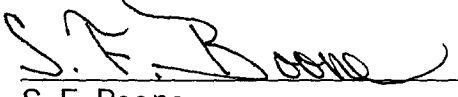
**Section 3:** This Agreement does not prejudice the position of either party, does not establish any precedent, will not be referred to in connection with any other case, agreement (Local or National) and/or dispute resolution and may be cancelled by either party serving a thirty (30) days written notice on or after April 26, 2010.

Signed this 26th day of April, 2010.

FOR THE UNITED  
TRANSPORTATION UNION

  
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T. L. Johnson  
General Chairman, UTU

FOR UNION PACIFIC RAILROAD

  
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S. F. Boone  
Director – Labor Relations

Approved:

  
\_\_\_\_\_  
J. Previsich  
Vice President, UTU