

MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

For the Southern territory

And the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ABSENCE FOR UNION BUSINESS

Section 1. EMPLOYEES ELIGIBLE FOR UNION BUSINESS LAYOFF OPTIONS

(a) It is the intent of this Agreement to afford certain local committee officers ("Union Officials") specific options or benefits, outlined in subsequent sections hereof, which will help ensure their availability to attend to required union business (local lodge meetings, acting as a representative at disciplinary hearings and other similar related matters). Accordingly, the list of certain Union Officers in this Section 1 is solely for the purpose of identifying those local committee officers who may avail themselves to the options or benefits afforded by this agreement. The exclusion or omission of other Union Officers from this listing does not in any manner affect said officer rights and obligations in connection with their laying off to attend to union business.

(b) The Committee Officers listed below may, in conjunction with laying off to attend to union business, avail themselves of the option or benefits set forth in Sections 2 through 5 of this Agreement:

- (1) Working Vice-General Chairman
- (2) Local Chairman
- (3) Local President (Limited to authorized division business)
- (4) Local Secretary / Treasurer (Limited to authorized division business)

Note: To be afforded the benefits herein, Union Officers must layoff union business (LU) and the option declared at the time of layoff. Failure to do so will result in traditional handling. **It is completely understood that the options outlined herein will not be applied retroactively or at any times subsequent to the Union business layoff.**

It is understood no other Union Officer, other than those listed above, is entitled to, or affected by, the provisions of this Agreement, unless specifically agreed otherwise by the General Chairman and the Director - Labor Relations. Moreover, due consideration will be given to protecting the Carrier's service when choosing these options.

Section 2. HOLDING TURN FIRST OUT AT HOME TERMINAL

The above-listed Union Officers when absent for union business, if assigned to an extra board or freight pool, will be permitted to hold their position / turn first out until they resume service. That is, the position / turn rotates to first-out and then it will stay first out until the Union Officer returns to service and works.

After the Union Official works a trip from the first-out position as prescribed in this Section 2, that individual will be restored to the same relative standing held at the time of the initial layoff on union business.

Section 3. MOVING TURN AT AWAY-FROM-HOME TERMINAL OR HOME TERMINAL

In lieu of the procedures described in Section 2 hereof, a Union Officer covered by this Agreement, if assigned to a freight pool, will be permitted to move their turn forward a sufficient number of turns at the away-from-home terminal to assure a return to the home terminal in time for the required business. The objective of this Section is to provide the identified Union Officers with maximum flexibility.

After the Union Official works a trip following the advancement of his/her turn as prescribed in this Section 3, that individual will be restored to the same relative standing held at the time of the advancement.

Note: The Union Official involved must make a choice between the use of Section 2 or Section 3 for each union business layoff. It will not be permissible to use both Sections in connection with any single union business layoff under this Agreement.

Section 4. REDUCTION OF GUARANTEES

It is understood that union business absences, including those granted pursuant to this agreement, are considered layoffs and will result in the reduction of any applicable guarantees or protection payments pursuant to the terms of the applicable guarantee or protection agreements.

Section 5. NO CLAIMS OR GRIEVANCES

It is the responsibility of the individual Union Officer to follow the proper placement, position or repositioning of his/her turn keeping CMS so advised. No claims or grievances will be filed or progressed as a result of the application of this Agreement.

Section 6. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall become effective fifteen (15) days following the date this Agreement is signed. Any Agreement in conflict with this agreement shall be cancelled and/or superceded as of the effective date of this Agreement.

Section 7. CANCELLATION CLAUSE

This agreement is without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) or dispute resolution and may be cancelled by either party upon thirty (30)-days written notice to the other. Should a cancellation notice be served, the parties agree to meet in the intervening time or as mutually agreed to discuss issues precipitating the notice.

Signed this 6th day of May, 2002, in Spring, Texas

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**FOR THE UNION PACIFIC RAILROAD
COMPANY:**

ORIGINAL SIGNED BY GIL GORE

ORIGINAL SIGNED BY R. P. GUIDRY

Gil Gore
General Chairman, BLE

R. P. Guidry
Director – Labor Relations