

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

And

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN
(Southern Region)**

**TEMPORARY LODGING
AND
JOB APPLICATION AND STANDING BID PROCESS**

This refers to our negotiations regarding temporary lodging for employees who are forced to work away from home as may be required by the collective bargaining agreement and, specifically, the filling of engineer vacancies utilizing a more efficient method for handling the assignment process.

Accordingly, the parties have agreed to the provisions of this Agreement, identified as Attachment A and B, below, providing temporary lodging for eligible employees when forced to work away from home; and, establishing an application/bid process for filling engineer vacancies. In this regard, the parties' signatory hereto agree Attachments A and B of this Agreement shall apply for engineers working in the Houston, Dallas-Fort Worth, San Antonio and Longview Hubs.

1. Attachment A - Temporary Lodging
2. Attachment B - Job Application and Standing Bid Process

This Agreement is made without prejudice to the position of any party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.

Signed this __20th__ day of __May__, 2009.

**For The Brotherhood of
Locomotive Engineers and Trainmen**

For Union Pacific Railroad



G. L. Gore
General Chairman

S. F. Boone
Director- Labor Relations

Approved:

E. L. Pruitt
Vice President – BLET

A. T. Olin
General Director - Labor
Relations

ATTACHMENT A

TEMPORARY LODGING

IT IS AGREED:

Article I

Section 1: Employees who work away from home as may be required by the collective bargaining agreement, will be provided lodging on a temporary basis subject to the terms and conditions set forth herein.

Section 2: To qualify for temporary lodging as specified in Section 1, employees must be forced to work more than 100 miles from their assigned home terminal. The assigned home terminal will be the location from which the employee is initially forced. Mileage will be measured from the center of the yard of the employee's home terminal.

Anna -----Bess ----- Cloy ----- Dora ----- Eden ----- Foley ----- Greg

Example 1: Engineer Jones assigned home terminal is at Cloy, but his seniority does not permit him to work as an engineer at that location. As a result, he works as a engineer at Anna. Anna is 75 miles from Mr. Jones' assigned home terminal at Cloy. Because his assigned home terminal is within 100 miles of Anna, Mr. Jones does not qualify for temporary lodging because he does not meets the requirements set forth in Sections 1 and 2 above.

Example 2: Engineer Jones assigned home terminal is at Cloy, but his seniority does not permit him to work as an engineer at that location. As a result, Mr. Jones' seniority will only permit him to work the Engineer's Extra Board at Greg. Greg is 150 miles from Cloy. Because Mr. Jones seniority does not allow him to work at Cloy and Greg is more than 100 miles from Cloy, Mr. Jones qualifies for temporary lodging because he meets the requirements set forth in Sections 1 and 2 above.

Example 3: Engineer Smith's assigned home terminal is at Bess where his seniority allows him to work as an engineer, but he works by choice at Cloy. Jobs are reduced and Mr. Smith' seniority does not permit him to work as an engineer at Cloy but does permit him to work at his assigned home terminal at Bess. Mr. Smith subsequently chooses to work the Engineer's Extra Board at Foley, which is 150 miles from Bess. Because Mr. Smith chooses to work

at Foley, even though it is more than 100 miles from his assigned home terminal at Bess, Mr. Smith does not qualify for temporary lodging because he does not meet the requirements set forth in Sections 1 and 2 above.

Section 3: In addition to the qualifiers outlined in Sections 1 and 2 above, the following shall also apply:

- (1) The employee must physically report to the away-from-home assignment/location and attempt to notify the Manager of Operating Practice within 48 hours from the time he/she is notified of displacement / assignment by CMS; and,
- (2) An employee will not be eligible for the lodging benefit provided in this Agreement if he or she makes himself or herself unavailable for service on any day.

NOTE: It is the parties' intent the provisions of this Agreement is to provide eligible employees lodging for the purpose of obtaining rest prior to service. Therefore, if either party suspect abuse in connection with the application of this Agreement, the parties will immediately meet to resolve the suspected sharp practice issue in line with the parties' intent.

If all criteria set forth in Sections 1, 2 and 3 are met, lodging shall be provided at the new location for seventy-five (75) days/instances from the initial time of arrival or until such time the employee is released to return home, whichever occurs first.

Note 1: An employee must check out of a facility at which temporary lodging is provided on his/her assigned rest day(s), when working to an away from home terminal, or otherwise makes himself or herself unavailable for service. Such days will not be counted in calculating seventy-five (75) days of lodging. As long as all criteria set forth herein is met, the intent of this Agreement is to provide the employee working away from home seventy-five (75) days/instances of lodging.

Note 2: Failure to return home at the first opportunity will disqualify the employee from continuing to receive temporary lodging unless he/she subsequently qualifies. However, if the employee is held by the

Carrier beyond such time he/she will continue to receive lodging. This lodging will not be counted against the employee's total lodging allotment identified in Section 4, below, nor will it be used to deny an employee any other provisions provided by the controlling collective bargaining agreement.

Section 4: Temporary lodging under terms and conditions specified herein are limited to a total of seventy-five (75) days/instances in a calendar year.

Section 5: Employees must know whether they qualify for lodging under the terms of this Agreement and can be held accountable for up to the amount of actual expenses incurred if lodging is improperly charged to the Carrier's account. In addition, the Carrier may recover up to \$100.00 per pay period from employees who improperly charge lodging to the Carrier's account, exceed his/her temporary lodging allotment or fail to qualify as set forth in Sections 1, 2 and 3 of this Article.

Article II

Section 1: If there is any conflict between an existing schedule rule, agreement and/or understanding and a provision in this Agreement, the provisions of this Agreement shall apply.

Section 2: This Agreement is made without prejudice to the position of any party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.

ATTACHMENT B

JOB APPLICATION AND STANDING BID PROCESS

Article I – Job Application Process

Section 1: (a) Except for newly established yard engine assignments, locals, traveling switch engine assignments (TSE) and/or work trains, all other engineer positions or vacancies, including pool turns that are created or become vacant, shall be filled by the senior engineer with application/bid on file with Carrier's Crew Management Office (CMS). An employee's application/bid may be changed or withdrawn prior to the requested position being assigned; however, once his/her application/bid is honored the employee must remain thereon until subsequently reassigned via the application/bid process, displaced therefrom or otherwise vacates the position pursuant to applicable Agreement provisions.

Note: Engineers will be permitted to place standing applications/bids on specific pool turns but will not be allowed to place standing applications/bids to other assignments/turns within the same pool or extra board they are currently working unless the signatory parties mutually agree on an efficient process to permit such movement.

(b) Vacancies that are created by what is known to be an extended absence, excluding vacation, for a period of fifteen (15) days or more may be immediately filled through the application/bid process. The Local Chairman may elect to fill the vacancy on the first day of the extended absence. Vacancies that are not filled within the fifteen (15) day period will be automatically filled by CMS.

Section 2: Newly established yard engine assignments, locals, TSE assignments and/or work trains will first be advertised for a period of seventy-two (72) hours before assignments are made to the senior engineer with an bid on file.

- Employees submitting a bid will include bulletin number(s) for newly established yard engine assignment(s), local(s), TSE assignment(s), or work train(s).

Section 3: Engineers submitting application(s) must include all applicable information necessary to properly identify the position(s) to which application(s) are being made as follows:

- Priority of assignments if more than one application/bid is being made.

- Terminal of the assignment(s), Circ 7(s), CMS Board ID(s), CMS Pool and Turn ID (if applicable), CMS Job ID(s).

Note 1: Lower priority application(s) will be considered withdrawn and removed from the system once an engineer is assigned a higher choice of assignments.

Note 2: Employees are responsible for maintaining a current and up-to-date application/bid to properly reflect the job(s) desired.

Section 4: (a) If a position cannot be filled by applications/bids under this Agreement, i.e. no bids received and/or on file therefor, the senior engineer on a Bump Board nearest that assignment in the zone who has not exercised his/her displacement rights within forty-eight (48) hours will be assigned.

(b) If a position cannot be filled by applications/bids under this Agreement and there are no engineers on the Bump Board who have not exercised their displacement rights within forty-eight (48) hours, the senior demoted engineer will be assigned to the “no bid” vacancy.

Example: Vacancies exist at Houston for six (6) engineer positions that were not filled by the application/bid process. An engineer was assigned from the Bump Board who did not exercise displacement rights within forty-eight (48) hours to one of the six (6) vacancies. Four other engineers are on the Bump Board. The Carrier will assign one (1) senior demoted engineer to one of the remaining vacancies expecting the four (4) engineers on the bump board will place themselves within forty-eight (48) hours or that engineers on the Bump Board who do not displace within forty-eight (48) hours will be force assigned.

(c) If a position cannot be filled by application/bids under this Agreement, and there are no demoted engineers or engineers on the Bump Board who have not exercised their displacement rights within forty-eight (48) hours, the Carrier may assign the junior engineer in the EFT.

Section 5: All assignments made under Article I, Section 2 above, will be effective at 10:00 A.M., Central Standard/Daylight Savings Time.

Section 6: An engineer absent from service when a newly established yard job, local, TSE, work train or pool is assigned following its being placed under bulletin will, upon his/her return to service be permitted to displace a junior engineer assigned to the vacancy in question. This right of displacement does not apply to pool turns added to existing pools.

Note: In order to exercise a displacement right under this Section 6, an engineer must declare non-access to an advertised vacancy by the end of his/her first tour of duty following return to service.

Article II – Displacement Process

Section 1: Engineers obtaining displacement rights must exercise their displacement rights within forty-eight (48) hours from the time of proper notification.

Note: Any existing rules that provide for displacement rights in excess of forty-eight (48) hours from such displacement are eliminated by this Agreement, including but not limited to the Time Limit for Displacements Rule dated November 10, 1959 (sic).

Section 2: Failure of an engineer to exercise displacement rights, as provided in Section 1 above, will result in said engineer being assigned to a position in an Ebb and Flow Territory (EFT) in the following order, seniority permitting:

1. To an unassigned/"no bid" vacancy within his/her home EFT.
2. To an engineer's extra board within his/her home EFT.
3. To the closest unassigned/"no bid" vacancy at another EFT.

Section 3: An engineer who fails to exercise displacement rights as provided in Section 1 and is assigned pursuant to Section 2 may thereafter move from said assignment through the application/bid process or having subsequently obtained displacement rights.

Article III - General

Section 1: This Agreement shall not be construed as changing or amending existing schedule rules, agreements or understandings with the Brotherhood of Locomotive Engineers, except as it is necessary to make the provisions of those schedule rules, agreements or understandings conform to this Agreement. If there is any conflict between an existing schedule rule, agreement and/or understanding and a provision in this Agreement, the provisions of this Agreement shall apply.

Section 2: This Agreement is made without prejudice to the position of any party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.

MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

**MODIFICATION OF MPUL SCHEDULE
ARTICLE 26**

Pursuant to the parties' discussions concerning Article 26 - Calling - of the MPUL Schedule, it is agreed the first sentence of Article 26 (d) is modified as set forth below:

IT IS AGREED:

1. *"Crews in pool freight service shall upon arrival at the home terminal (HT) be given the same relative position on the board that they held prior to leaving the home terminal. The off duty time at the away from home terminal (AFHT), shall govern in determining the order in which crews shall be called for subsequent service out of the away from home terminal (AFHT)."*
2. Item 1, above, is intended to apply to engineers in freight pool(s) within the jurisdiction of your General Committee of Adjustment. Accordingly, the provisions thereof shall not be extended or applied to any other assignments covered by the controlling UP/BLET Collective Bargaining Agreement.
3. If either party suspect abuse in connection with the application of this Memorandum of Agreement, the parties will immediately meet to resolve the suspected abuse in line with the parties' intent.
4. This Memorandum of Agreement will become effective on or about June 1, 2009,

Signed this 20th day of May, 2009.

**FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN**



**G. L. Gore
General Chairman**

FOR THE CARRIER

**S. F. Boone
Director-Labor Relations**

UNION PACIFIC RAILROAD COMPANY



Westfield

24125 Aldine

Spring, TX 77373

January 27, 2009

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390.90

Mr. G. Gore
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
1448 MacArthur Avenue
Harvey, LA 70058

Dear Mr. Gore:

This has reference to our discussions regarding engineer force levels and utilization and, specifically, certain issues regarding the filling of permanent vacancies and/or new engineer positions and more efficient methods for handling freight pool reductions. In concert therewith, the purpose of this letter is to confirm our understandings and agreement regarding certain of those items.

The parties have agreed to amend existing Agreement provisions governing the handling of bids made by engineers holding positions on freight pools and the process for accomplishing freight pool reductions. In this regard, the parties signatory hereto agree the following shall apply for engineers working in the territory under the jurisdiction of your General Committee of Adjustment:

1. An engineer assigned to or holding a position in a freight pool will not be permitted to bid or otherwise place himself or herself on a new or vacant (temporary or permanent) position within the same freight pool to which he or she is assigned. Any bid made, or exercise of seniority by, an engineer to a position or vacancy in the same freight pool in which he or she is assigned currently will be automatically considered invalid and accordingly rejected.
2. When a reduction is to be made in a freight pool, the first engineer to be reduced therefrom shall be the senior engineer holding a position within the pool in which the reduction is to be made who has a valid request or application to be removed from said freight pool on file with Crew Management Services (CMS). In the event there are no valid requests or applications on file by engineers desiring to be removed from the involved freight pool, the needed reduction(s) shall be accomplished by removing the junior engineer(s) from that freight pool. Nothing in this Item 2 will require UP to remove an engineer with a valid application or

request on file if a reduction in the freight pool to which such engineer is assigned is not warranted.

3. It is the parties' desire to afford available and qualified engineers the opportunity to work a temporary vacancy that has not been filled due to the protecting extra board being exhausted prior to filling that vacancy with a demoted engineer. Accordingly, appropriate UP (CMS) and BLET representatives will work together promptly to ensure applicable vacancy procedures are modified to reflect this intent as soon as practicable following execution of this Letter of Understanding. In this regard, it is the parties' intent the use of a demoted engineer would be the final vacancy step prior to applying other procedures ("manual" mode) for filling the vacancy.
4. Items 1 and 2, above, are intended to apply only to engineer freight pool(s) within the jurisdiction of your General Committee of Adjustment. Accordingly, the provisions thereof shall not be extended or applied to any other freight pool(s) covered by the controlling UP/BLET Collective Bargaining Agreement.
5. Item 3, above, is intended to apply to engineers in freight pool(s), local, road switcher and yard assignments within the jurisdiction of your General Committee of Adjustment. Accordingly, the provisions thereof shall not be extended or applied to any other assignments covered by the controlling UP/BLET Collective Bargaining Agreement.
6. The modifications set forth herein shall be effective __June 1__, 2009.

If the foregoing fully and accurately reflects our understandings regarding these matters, please so indicate by affixing your signature and the date in the space provided below.

Sincerely,

S. F. Boone
Director – Labor Relations
Arbitration & Negotiations

AGREED:


G. L. Gore
General Chairman

AGREED TO QUESTIONS AND ANSWERS
STANDING BID – TEMPORARY LODGING AGREEMENTS
(BLET - UP Southern Region)

TEMPORARY LODGING AGREEMENT

Article I

- Q1. Is an employee who can exercise their seniority to an assignment within the 100-mile limitation required to do so under the terms of this Agreement?
- A1. The reference to 100 miles in Section 2 of this Agreement is only applicable to those employees who are forced to work more than 100 miles from their assigned home terminal.
- Q2. An employee who is forced to work more than 100 miles from their assigned home terminal in accordance with Section 2 of this Agreement is required to lay off for personal reasons and checks out of the hotel. Is the employee entitled to lodging upon their return to the forced location?
- A2. An employee who meets the qualifying conditions of this Agreement is entitled to no more than 75 days/instances of lodging per calendar year.
- Q3. Who is responsible for knowing how many days/instances of lodging an employee has used under the terms of this Agreement?
- A3. The parties to this Agreement and the employee will have a mutual obligation to ensure the provisions of this Agreement are properly and accurately observed.
- Q4. The use of a 24-hour period as the measurement guidelines for an employee entitled to lodging benefits under the provisions of this Agreement may possibly give rise to certain unforeseen situations. How will the parties address such matters?
- A4. The parties agree that in the event situations or circumstances arise in the application of the measurement guidelines outlined herein that serve to possibly or inequitably deprive an employee of the intended benefit, the situation will be promptly investigated and addressed appropriately by the General Chairman, Director - Labor Relations and General Director - CMS.
- Q5. Can you provide examples of how the 24-hour period measurement guidelines will be applied for eligible employees who are entitled to lodging benefits under this Agreement?
- A5. Example 1: An employee who is authorized to receive company provided lodging checks into the company provided facility at 4:00 a.m. The employee subsequently checks out of the facility the following day at 2:00 a.m. (22 hours later) when next called for service. This stay will count as one day/instance of lodging.
- Example 2: An eligible employee who is authorized to receive company provided lodging checks into the company provided facility at 4:00 a.m. The employee subsequently checks out of the facility the following day at 9:00 a.m. (29 hours later) when next called for service. This stay will count as two days/instances of lodging.

AGREED TO QUESTIONS AND ANSWERS
STANDING BID – TEMPORARY LODGING AGREEMENTS
(BLET - UP Southern Region)

Example 3: An eligible employee who is authorized to receive company provided lodging checks into the company provided facility on Monday at 10:00 p.m. The employee subsequently checks out of the facility on Wednesday at 3:00 a.m. (29 hours later) when next called for service. This stay will count as two days/instances of lodging.

Example 4: An eligible employee who is authorized to receive company provided lodging checks into the company provided facility 8:00 a.m. The employee subsequently checks out of the facility the same day at 10:00 p.m. (14 hours later) when next called for service. This stay will count as one day/instance of lodging.

- Q6. Does the 75-day lodging limit set forth in this Agreement preclude Union Pacific from providing an employee additional lodging at Union Pacific's expense?
A6. No. This Agreement provides eligible employees a maximum of 75 days lodging per calendar year. However, there is nothing that serves to bar Union Pacific from providing additional lodging benefits at its discretion.
- Q7. Will an employee be removed from the lodging facility immediately upon reaching the 75-day maximum lodging benefit provided in this Agreement?
A7. No, the employee's lodging benefits pursuant to this Agreement will be extended beyond the 75-day maximum until next called for service, at which time the lodging benefits provided in this Agreement will cease.
- Q8. Is it the intent of Article I Section 3 (2) to restrict an employee's right to lodging for the remainder of the year should they lay off while protecting service under this Agreement?
A8. An employee is not eligible for lodging pursuant to this Agreement when said employee is not available for service. Lodging will be available upon the employee's return to the forced location in accordance with the terms of this Agreement.

STANDING BID AGREEMENT

Article I – Job Application Process

- Q9. Can you provide an example of how Article I, Section 1, Note will work?
A9. Example: An employee who is not working in the TP250 RE50 pool at the time he/she places their standing application/bid, would be permitted to place an application/bid for the TP250 RE50 in two ways: 1) place an open bid for any turn in the pool by identifying the TP250 RE50 in general; and/or, 2) place a bid for a specific turn in the pool (i.e., the TP250 RE50, Turn EP04).
- Q10. Can you provide an example of how Article I, Section 1, (b) will work?
A10. Example: The Local Chairman is aware an employee will be unable to perform service for a period of thirty days. The Local Chairman can immediately fill the

AGREED TO QUESTIONS AND ANSWERS
STANDING BID – TEMPORARY LODGING AGREEMENTS
(BLET - UP Southern Region)

vacancy created by this extended absence on the first day of the vacancy by notifying CMS. In any case, after the assignment is vacant for fifteen (15) days, it will automatically be filled by CMS.

- Q11. How many standing bid / applications will an employee be allowed to have on file?
A11. The computer will accept up to 99 standing bids from each individual employee.
- Q12. Article I, Section 4 (c) of this Agreement references filling jobs when no demoted engineers are available in the Ebb and Flow Territories (EFT). If the Work Stabilization Agreements are not in effect, how will this language be applied?
A12. In the absence of a Work Stabilization Agreement, existing agreement rules, as amended by this Agreement, will apply.
- Q13. How will "newly established" assignments in Article I, Section 1, be identified?
A13. Existing agreement rules will continue to apply for the establishment of new assignments.

Article II - Displacement Process

- Q14. In the event of multiple vacancies needing to be assigned under Article II, Section 2, in what order will they be assigned?
A14. Multiple vacancies will be assigned in seniority order with the oldest engineer who overstayed his forty-eight (48) hour displacement rights having preference to the force assignment of his choice, if available at time of call.
- Q15. In the event the Work Stabilization Agreement fails ratification, how will Article II, Section 2 of this Agreement be applied?
A15. In territories where no Work Stabilization Agreement is in effect, employees will be assigned to a position in accordance with Article II, Section 2, as follows:
- 1) To the engineers' extra board at that location, seniority permitting, in accordance with existing contractual requirements.
 - 2) To the closet unassigned/no bid vacancy.