

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

And

**UNITED TRANSPORTATION UNION
(Former T&P)**

**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 trainmen 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 trainmen vacancies. In this regard, the parties' signatory hereto agree Attachments A and B of this Agreement shall apply for trainmen working in the San Antonio Hub.

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 _____ day of _____, 2009.

For The United Transportation Union

For The Union Pacific Railroad

T. L. Johnson
General Chairman

S. F. Boone
Director- Labor Relations

Approved:

J. Previsich
Vice President – UTU

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: Trainman Jones assigned home terminal is at Cloy, but his seniority does not permit him to work as a trainman at that location. As a result, he works as a trainman 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 meet the requirements set forth in Sections 1 and 2 above.

Example 2: Trainman Jones assigned home terminal is at Cloy, but his seniority does not permit him to work as a trainman at that location. As a result, Mr. Jones' seniority will only permit him to work the Trainmen'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: Trainman Smith's assigned home terminal is at Bess where his seniority allows him to work as a trainman, but he works by choice at Cloy. Jobs are reduced and Mr. Smith' seniority does not permit him to work as a trainman at Cloy but does permit him to work at his assigned home terminal at Bess. Mr. Smith subsequently chooses to work the Trainmen'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 Terminal Operations 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

IT IS AGREED:

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 train service positions or vacancies, including pool turns that are created or become vacant, shall be filled by the senior train service employee 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.

(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 either temporarily or permanently. 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 train service employee with a 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: Train service employees 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 a train service employee is assigned a higher choice of assignments.

Note 2: Employees are responsible for maintaining a current and up-to-date application 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 junior train service employee 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 train service employees on a Bump Board(s) in the zone who have not exercised their displacement rights within forty-eight (48) hours, the vacancy will be filled consistent with controlling agreement provisions, except when filling extra board positions will force from the nearest Bump Board.

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: A train service employee 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 train service employee 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, a train service employee must declare non-access to an advertised vacancy prior to marking up on his/her return to service.

Article II – Displacement Process

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

Section 2: Failure of a train service employee to exercise displacement rights, as provided in Section 1 above, will result in said employee 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 a train service employee's extra board within his/her home EFT.
3. To the closest unassigned/"no bid" vacancy at another EFT.

Section 3: A train service employee 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 - Application Process for New Engineer Positions

The Carrier will maintain adequate levels of trainmen to meet the needs of service, which includes existing contractual requirements and promotion to engine service. Promotion to engine service will be made through the application process as provided herein.

- A. With the effective date of this agreement, all train service employees (either pre or post-85) who voluntarily desires consideration for promotion into engine service through the selection process must make proper application for same through the Carrier's established process herein. Trainmen voluntarily desiring promotion into engine service will be required to list in preferential order his choice of locations for consideration, or he may choose to list only one location.
- B. A trainman may elect to remove or change his application for engine service promotion as necessary but no frequently than once every thirty (30) days.
- C. When the Carrier chooses to begin an engine service promotion class at a specific location, the applications on file indicating that location will be used in seniority order to create a class of potential candidates. The Carrier will provide this list of potential candidates to the local chairman (UTU-E) for his review. Any corrections to this list of potential candidates will be made by agreement between the Local Chairman and Crew Management Services (CMS). Thereafter, the Carrier's selection process will prevail.
- D. Should the Carrier's need for engine service candidates at a location exceed the number of applications on file for that location, Crew Management Services (CMS) will contact the appropriate Local Chairmen who will canvass, in seniority order, those employees who have an application on file for engine service promotion at other locations to fill the remaining slots in the class. If this process does not result in filling the Carrier's needs for the particular class, the Carrier will advertise its intentions to force post-85 trainmen into engine service in accordance with the 1985 National Agreement to meet such needs.

Article IV - General

Section 1: This Agreement shall not be construed as changing or amending existing schedule rules, agreements or understandings with the United Transportation Union, 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.

Side Letter No. 1

**Mr. T. L. Johnson
General Chairman, UTU
4411 Old Bullard Road, Ste. 600
Tyler, Texas 75703**

Dear Sir:

This refers to the Job Application and Standing Bid Agreement entered into this date.

During our negotiations, we discussed the exercise of seniority between road/yard service as provided for in an existing agreement (Road Yard Bump Procedure) and what impact, if any, this agreement would have on employees who are forced to a vacancy in accordance with Article I, Section 4 (b) of this Agreement.

For the purpose of applying this Agreement, it is not the intent of the Carrier to force assigned employees between road and yard service assignments when a position cannot be filled in accordance with Article I, Section 4 (b) of this Agreement. Employees exercising seniority in accordance with the Road Yard Bump Procedure may thereafter move from said assignment after subsequently obtaining displacement rights.

Yours truly,

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

Agreed:

General Chairman, UTU