

## **APPENDIX K– MISCELLEANOUS**

### **ABSENCE FOR UNION BUSINESS**

#### **MEMORANDUM OF AGREEMENT #1806019455**

**between the**

**UNION PACIFIC RAILROAD COMPANY  
for the territory  
Eastern District**

**and the  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

#### **ABSENCE FOR UNION BUSINESS**

##### **Section 1. EMPLOYEES ELIGIBLE TO BE ABSENT FOR UNION BUSINESS**

For each BLE local committee, the following BLE Officials, if working as Locomotive Engineers, shall be entitled to be absent in order to conduct necessary union business (local lodge meetings, acting as representative at disciplinary hearing, and other similar related matters).

- A. Local President
- B. Local Secretary Treasurer
- C. Local Chairman

No other Locomotive Engineer shall be entitled to be absent for union business reasons except on special request by the General Chairman and with the approval of the Carrier (either Labor Relations or the CMS Director).

##### **Section 2. HOLDING TURN FIRST OUT AT HOME TERMINAL**

The above listed Engineers 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 will continue to rotate in the normal order until the BLE Official returns to service or until the position/train rotates to first out and then it will stay first out until the BLE official returns to service and works.

After the BLE official works a trip from 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 (placed between the Engineers the BLE Official was between at the time of the layoff).

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

In lieu of the procedures described in Section 2 hereof a BLE Official covered by this

agreement, if assigned to a freight pool, will be permitted to move their turn forward a sufficient number turns at the away-from-home terminal to insure a return to the home terminal in time for the required business. Alternatively, an Engineer covered by this agreement will be permitted to move their turn either forward or backward at the home terminal to insure availability for the required union business. The objective of this section is to provide union officers with maximum flexibility.

**NOTE:** The Engineer involved must make a choice between use of Section 2 and one of the options in Section 3 for each union business layoff. It will not be permissible to use both sections in connection with any single layoff under this agreement.

**Section 4. REDUCTION OF GUARANTEES**

It is understood that union business absences will result in the reduction of any applicable guarantees pursuant to the terms of the applicable guarantee agreement.

**Section 5. TRADING JOBS**

The BLE officials identified in Section 1 hereof, if regularly assigned to yard/road switcher or local service shall be permitted to trade assignments to be available for union business if another Engineer is willing to trade. The Engineers involved will trade back to their original assignments at the conclusion of the union business. Any such temporary trades will be without additional expense to the Company.

**Section 6. NO CLAIMS OR GRIEVANCES**

No claims will be filed or progressed as a result of application of this agreement.

**Section 7. EFFECTIVE DATE**

This agreement shall become effective June 1, 1994. Any agreement in conflict with this agreement shall be considered cancelled and/or superseded as of the effective date of this agreement.

**Section 8. CONFLICTING AGREEMENTS CANCELLED**

The four (4) agreements listed below are superseded by this Agreement and shall be of no further force or effect as of the effective date of this agreement:

<b>DATE</b>	<b>TITLE</b>
(1) August 27, 1980	Local Officials moving turn Fifth Seniority District Cheyenne - Rawlins, Wyoming.
(2) January 23, 1984	Local Chairmen holding turn - Eastern District
(3) April 13, 1984	Local Division Officers holding turn Second and Third Seniority District - North Platte, Nebraska
(4) April 20, 1989	Local Division Officers holding turn – Fourth Seniority District.

Any other local agreements in conflict herewith are also understood to be cancelled.

**Section 9. CANCELLATION CLAUSE**

This agreement may be cancelled at any time by either party serving a thirty (30) day notice of cancellation upon the other.

Signed this 26<sup>th</sup> day of September, 1994.

**FOR THE BROTHERHOOD  
OF LOCOMOTIVE ENGINEERS:**

/s/ M. A. Young  
M. A. Young  
General Chairman, BLE

**FOR THE UNION PACIFIC  
RAILROAD COMPANY:**

/s/ L. A. Lambert  
L. A. Lambert  
General Director, Labor Relations

/s/ A. C. Hallberg  
A. C. Hallberg  
Director, Labor Relations

# UNION PACIFIC RAILROAD COMPANY

1400 DOUGLAS STREET  
STOP 0710  
OMAHA, NEBRASKA 88178

November 21, 2005

Mr. M.A. Young  
General Chairman, BLET  
1620 Central Avenue; Room 203  
Cheyenne, WY 82001

Dear Sir:

Please refer to Memorandum of Understanding dated September 26, 1994, entitled, ABSENCE FOR UNION BUSINESS, Carrier Agreement #1806019455.

On November 9, 2005, the parties discussed a requested revision to this Memorandum of Understanding. Accordingly, with respect to the BLE officials listed in Section 1 of the Understanding, the NOTE under Section 3 of the Understanding will no longer be applicable. The intent of this letter of understanding is to remove the previous requirement for said BLE officials to choose between Section 2 and Section 3, in selecting how to handle their turn at the home terminal or their away-from-home terminal when absent due to union business.

All other terms and conditions of the September 26, 1994, Memorandum of Agreement, if not previously amended, are unaffected by this letter of understanding. This Agreement will be effective January 1, 2006, and may be cancelled by either party with the serving of a ten (10) day advance written notice on the other party.

If the foregoing properly reflects our understanding, please indicate your concurrence where provided below.

Yours truly,

/s/ Alan L. Weed  
Alan L. Weed  
Director Labor Relations

I concur,

/s/ Michael Young  
Michael Young  
General Chairman, BLET

## **SYSTEM AGREEMENT WEIGHT ON DRIVERS**

1. The minimum weight in through freight service will be 1,200,000 lbs. (representing three locomotive units). The actual weight of all locomotive units utilized will continue to be determined by the carrier and such weight will apply in instances where the total weight exceeds 1,200,000 lbs.

**NOTE:** Distributed Power Units (DPU) will be included in the calculation of total weight on drivers under this Agreement.

2. The minimum weight as set forth in Section 1 above applies only for Locomotive Engineers operating in through freight service.
3. Effective on the effective date of this agreement, the parties agree to establish an Average Weight Committee, to develop and implement a new system that will eliminate the necessity of determining actual unit weights to determine the proper rate of pay. The Committee will be guided by the following concept:

After a joint review involving timekeeping records, the parties will establish the average weight of locomotives utilized on the system in through freight service. Thereafter, in through freight service, this average weight will apply to each unit above three units in a locomotive consist.

## **FIRST DISTRICT SELF-DEMOTE AGREEMENT**

### MEMORANDUM OF AGREEMENT (#3207010844)

Between the  
UNION PACIFIC RAILROAD COMPANY  
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN  
(EASTERN DISTRICT)

and the

UNITED TRANSPORTATION UNION  
(EASTERN DISTRICT Zone 100)

Modification of BLET Rule 105(a) and Article XII, Section 2B (2)  
of the 1986 BLE National Agreement

Modification of Article XIII  
of the 1985 UTU National Agreement and  
Letter of Understanding dated August 20, 1987

Working Engineers Bidding Hostler Positions  
at Council Bluffs, Iowa

In order for UPED First District Engineers to have the ability to make application (bid) to hostler positions at Council Bluffs, Iowa, BLET Rule 105(a), Article XII, Section 2B(2) of the 1986 BLET National Agreement and Article XIII of the 1985 UTU National Agreement are hereby revised to provide the following:

#### IT IS AGREED:

1. For the purpose of this agreement only, if a hostler(s) at Council Bluffs desire(s) to work as an Engineer, employees who are holding a position as an Engineer on a First District assignment may make application (bid) on such hostler positions at Council Bluffs in accordance with their fireman (hostler) seniority date.
2. Engineers may elect to move to these positions four (4) times per year in accordance with Rule 63 of the UTU-E Agreement.
3. Engineers/hostlers utilizing this Agreement must remain in hostling/engine service until the next quarterly application (bid), seniority permitting.
4. Engineers electing to make application (bid) on hostler positions will be compensated the earnings of the assignment worked (hostler). Any familiarization training for either a hostler or Engineer, if necessary, will be without any additional cost to the Carrier.

5. This Agreement does not allow employees who can hold a position as an Engineer to self-demote themselves to the position of conductor, trainman or yardman.
6. Should there be no hostlers who make application (bid) to work as an Engineer as a result of this agreement, then the employees holding a working position as an Engineer will not be permitted to be assigned to a hostler position.
7. Any employee entitled to labor protection benefits will be subject to offsets for failure to bid to the highest rated position.
8. Prior to filing time claims, the parties agree to meet and discuss any issues with regard to this handling.
9. The Superintendent and Local Chairman will work together to ensure there is minimal disruption to operations as a result of the implementation of this agreement.

**NOTE:** For qualification purposes the parties recognize it may be necessary to stagger the number of employees moving to/from these positions.

10. The terms and conditions set forth herein are without prejudice to either parties' position and are made on a non-referable and on a not-to-be-cited basis; it will not be used in any arbitration or negotiation proceeding, nor will it be advanced to any authorized agency as a measure to establish "cross utilization" or creation of a single craft employee for operating crafts.
11. This Agreement applies only at Council Bluffs and will remain in full force and effect unless cancelled by any party signatory hereto serving a ten (10) day advance written notice of such intent upon the other signatory parties.
  - (a) In the event this agreement is cancelled, the provisions of Rule 105(a) and Article XII, Section 2B(2), of the 1986 BLET National Agreement, as well as Article XIII of the 1985 UTU National Agreement will revert to its original meaning. Engineers who are holding a position as an Engineer will not be permitted to make application (bid) on hostler positions.

Signed this 31<sup>st</sup> day of July, 2008, in Omaha, Nebraska.

For: THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS  
AND TRAINMEN

/s/ Michael Young  
M. A. Young  
General Chairman, BLET

For: THE UNION PACIFIC  
RAILROAD COMPANY

/s/ Alan A. Weed  
Alan A. Weed  
Director-Labor Relations

FOR THE UNITED  
TRANSPORTATION UNION

/s/ D. L. Hazlett  
D. L. Hazlett  
General Chairman, UTU

**THIRD DISTRICT SELF-DEMOTE AGREEMENT**

**MEMORANDUM OF AGREEMENT**

**#32071305850**

**between**

**UNION PACIFIC RAILROAD COMPANY**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN**

**(EASTERN DISTRICT)**

**and**

**UNITED TRANSPORTATION UNION**

**(EASTERN DISTRICT)**

**Modification of BLET Rule 105(a) and Article XII, Section 2B(2)  
of the 1986 BLE National Agreement**

**Modification of Article XIII  
of the 1985 UTU National Agreement and  
Letter of Understanding dated August 20, 1987**

**Working Engineers Bidding Hostler Positions  
at North Platte, NE**

In order for Third (3rd) District Engineers to have the ability to make application (bid) to hostler positions at North Platte, Nebraska, BLET Rule 105(a), Article XII, Section 2B(2) of the 1986 BLET National Agreement and Article XIII of the 1985 UTU National Agreement and Letter of Understanding dated August 20, 1987 ("Margason Agreement") are hereby revised to provide the following:

**IT IS AGREED:**

1. For the purpose of this agreement only, if a hostler(s) at North Platte desire(s) to work as an Engineer on the Third District, employees who are holding a position as an Engineer on the Third District may make application (bid) on such hostler position(s) at North Platte, Nebraska in accordance with their fireman (hostler) seniority date.
2. Engineers may elect to move to these positions four (4) times per year in accordance with Rule 63 of the UTU-E Agreement.
3. Engineers/hostlers utilizing this Agreement must remain in hostling/engine service until the next quarterly application (bid), seniority permitting.
4. Engineers electing to make application (bid) on hostler positions will be compensated the earnings of the assignment worked (hostler). Any familiarization training for either a hostler or Engineer, if necessary, will be without any additional cost to the Carrier.

Appendix K

Third District Self Demote Agreement

5. This Agreement does not allow employees who can hold a position as an Engineer to self-demote themselves to the position of conductor, trainman or yardman.
6. Should there be no hostlers who make application (bid) to work as an Engineer on the Third District as a result of this agreement, then the employees holding a working position as an Engineer will not be permitted to be assigned to a hostler position.
7. Any employee entitled to labor protection benefits will be subject to offsets for failure to bid to the highest rated position.
8. Prior to filing time claims, the parties agree to meet and discuss any issues with regard to this handling.
9. The Superintendent and Local Chairman will work together to ensure there is minimal disruption to operations as a result of the implementation of this agreement.

**NOTE:** For qualification purposes the parties recognize it may be necessary to stagger the number of employees moving to/from these positions.

10. The terms and conditions set forth herein are without prejudice to either parties' position and are made on a non-referable and on a not-to-be-cited basis; it will not be used in any arbitration or negotiation proceeding, nor will it be advanced to any authorized agency as a measure to establish "cross utilization" or creation of a single craft employee for operating crafts.
11. This Memorandum of Agreement will become effective on August 1, 2005.
12. This Agreement applies only at North Platte, Nebraska and will remain in full force and effect unless cancelled by any party signatory hereto serving a ten (10) day advance written notice of such intent.
  - (a) In the event this agreement is cancelled, the provisions of Rule 105(a) and Article XII, Section 2B(2), of the 1986 BLET National Agreement, as well as Article XIII of the 1985 UTU National Agreement and Letter of Understanding dated August 20, 1987 ("Margason Agreement"), will revert to its original meaning. Engineers who are holding a position as an Engineer will not be permitted to make application (bid) on hostler positions.

SIGNED THIS 13<sup>th</sup> DAY OF JULY, 2005 IN OMAHA, NEBRASKA.

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

**UNION PACIFIC  
RAILROAD COMPANY**

/s/ Michael A. Young  
General Chairman, BLET

/s/ S.F. Boone  
Director – Labor Relations

**FOR THE  
UNITED TRANSPORTATION UNION**

/s/ D.L. Hazlett  
General Chairman, UTU

**MODIFICATION OF RULE 98 - FIRST DISTRICT**

**MEMORANDUM OF AGREEMENT  
(#1209120618)**

**Between the  
UNION PACIFIC RAILROAD COMPANY  
and the**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN  
(EASTERN DISTRICT)**

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**Modification of BLET Rule 98 — Changing Assignments  
Eastern District - First (1<sup>ST</sup>) District Engineers**

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On a trial basis only, it is agreed that in the application of BLET Schedule 98 the following will apply to Engineers at Council Bluffs on the Union Pacific Eastern District First (1<sup>st</sup>) Seniority District (SD 061101 Seniority Roster).

- Section 1: On a limited individual basis, regular Engineers in pool freight, assigned service, including the Engineers extra board may voluntarily relinquish their assignment and displace any junior Engineer on another assignment up to four (4) times during a calendar year, January through December. All displacements must be made between Monday noon and Thursday noon. Engineers exercising their seniority under this Section 1 will be required to remain on the new assignment for a minimum of thirty (30) days.
- Section 2: Subject to the restrictions of Section 1 Engineers desiring to exercise their seniority onto a yard job or local will also not be allowed to exercise their seniority during the period fifteen (15) days prior to and two (2) days after any of the recognized paid holiday(s) during the calendar year. When two holidays are combined back to back (e.g. Christmas Eve, Christmas Day) the fifteen (15) days is measured from the first holiday and the two (2) days is measured from the second holiday.
- Section 3:
- (a) The Local Chairman or his designee will be responsible for the administration of this pilot project. Engineers desiring to exercise their seniority under Section 1 must notify the Local Chairman or his designee who in turn must notify the designated CMS representative 48 hours in advance of the effective date of the new assignment. The Engineer making the displacement must be available and protect their new assignment immediately following their exercise of seniority to that assignment.
  - (b) Engineers being displaced must exercise their seniority immediately upon notification to another assignment and must be available to protect their new assignment upon the exercise of their seniority to that assignment.

(c) In order to ensure all jobs are protected, all Engineers displacing being displaced must assign themselves to another assignment in accordance with their seniority.

Section 4: Engineers will not be allowed any overtime shifts nor will the Carrier be subject to any additional costs through the normal exercise of seniority from one assignment to another as set forth herein.

Section 5: The Organization will not progress (appeal) any claims or grievances on behalf of any employee due to this voluntary exercise of seniority under the application of this Agreement. Should claims or grievances be progressed by the Organization, the Carrier will be under no obligation to respond to those appeals.

Section 6: Should other agreements conflict with this Agreement, then the terms of this Agreement will prevail.

Section 7: This Agreement will be effective October 1, 2006 and may be cancelled by either party with the serving of a ten (10) day advance written notice to the other party.

Signed this 12<sup>th</sup> day of September, 2006 in Omaha, Nebraska.

For THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS AND  
TRAINMEN

/s/ Michael Young  
MA Young  
General Chairman BLET

For: THE UNION PACIFIC  
RAILROAD COMPANY

/s/ Alan L. Weed  
Alan L. Weed  
Director - Labor Relations

# UNION PACIFIC RAILROAD COMPANY

Alan L. Weed  
Director Labor Relations

1400 Douglas Street  
STOP 0710  
Omaha NE 68179-0710  
Office: (402) 544-4047

September 12, 2006  
Side Letter #1

Mr. Michael Young  
General Chairman  
Brotherhood of Locomotive Engineers  
and Trainmen  
1620 Central Avenue, Room 203  
Cheyenne, WY 82001

Dear Sir:

This will refer to the parties' Memorandum of Agreement (#1209120618) dated September 12, 2006, to be effective October 1, 2006. With the signing of the Agreement, the parties agree that in the application of Section 1, assignment relinquishments for 1st District Engineers through the remainder of calendar year 2006, (October 1 through December 31) shall be limited to no more than one (1). All other terms and conditions of the Agreement will apply.

Should the above properly reflect the parties' understanding in this matter please indicate your concurrence where provided and return a copy to my office.

Sincerely,

/s/ Alan L. Weed  
Alan L. Weed  
Director Labor Relations  
Arbitration & Negotiations

Agreed,

/s/ Michael Young  
M.A. Young  
General Chairman BLET

**MODIFICATION OF BLET RULE 98 - 2<sup>ND</sup> 3<sup>RD</sup> DISTRICT**

AGREEMENT

NO. 1209021018

UNION PACIFIC RAILROAD COMPANY  
AND THE  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

.....  
Modification of BLET Rule 98— Changing Assignments  
Eastern District Second (2<sup>nd</sup>) and Third (3<sup>rd</sup>) District Engineers  
.....

IT IS AGREED that in the application of BLET Schedule Rule 98, the following will apply to Engineers at North Platte on the Union Pacific Eastern District Second (2) and Third (3) Seniority Districts only:

1. Regular Engineers in pool freight, assigned service, including the Engineers Extra Board, may voluntarily relinquish their assignment and displace any junior Engineer on another assignment up to four (4) times during a calendar year, January through December. All displacements must be made between Monday Noon and Thursday Noon. Engineers exercising their seniority under this Paragraph 1 will be required to remain on the new assignment for a minimum of thirty (30) days.
2. Subject to the restrictions of Paragraph 1, Engineers desiring to exercise their seniority onto a yard job or local will also not be allowed to exercise their seniority during the period fifteen (15) days prior to and two (2) days after any of the recognized paid holidays) during the calendar year. When two holidays are combined back-to-back (e.g. Christmas Eve, Christmas Day) the fifteen (15) days is measured from the first holiday and the two (2) days is measured from the second holiday.
3.
  - A. The Local Chairman or his designee will be responsible for the administration of this arrangement. Engineers desiring to exercise their seniority under Paragraph 1 must notify the Local Chairman or his designee who, in turn, must notify the designated CMS representative 48 hours in advance of the effective date of the new assignment. The Engineer making the displacement must be available and protect their new assignment immediately following their exercise of seniority to that assignment.
  - B. Upon notification, Engineers being displaced must exercise their seniority in accordance with applicable agreement provisions to another assignment and must be available to protect their new assignments upon the exercise of their seniority to that assignment.
  - C. In order to ensure all jobs are protected, all Engineers displacing or being displaced must assign themselves to another assignment in accordance with their seniority.
4. Engineers will not be allowed any overtime shifts, nor will the Carrier be subject to any additional costs through the normal exercise of seniority from one assignment to another as set forth herein.

5. The Organization will not progress (appeal) any claims or grievances on behalf of any employee due to this voluntary exercise of seniority under the application of this Agreement. Should claims or grievances be progressed by the Organization, the Carrier will be under no obligation to respond to those appeals.
6. Should other Agreements conflict with this Agreement, the terms of this Agreement will prevail.
7. This Agreement will be effective January 1, 2011, and may be cancelled by either party by serving a ten (10) day advanced written notice of such intent on the other party.

Signed this 2<sup>nd</sup> day of December, 2010.

FOR THE  
BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS AND TRAINMEN

UNION PACIFIC RAILROAD COMPANY

/s/ Michael Young  
M. A. Young  
General Chairman

/s/ D K Peitzmeier  
D. K. Peitzmeier  
Director Labor Relations

# UNION PACIFIC RAILROAD COMPANY

D. K. Peitzmeier  
Director Non-Ops  
Labor Relations  
Non-ops

1400 Douglas Street  
STOP 0710  
Omaha NE 00179-0710  
Office (402) 844-3755  
Fax (402) 501.0118

Side Letter No. 1  
Agmt. No. 1209021018

October 8, 2010

Mr. M. A. Young  
General Chairman  
Brotherhood of Locomotive Engineers & Trainmen  
1620 Central Avenue, Room 203  
Cheyenne, Wyoming 82001

Dear Sir:

In reference to Agreement No. 1209021018 modifying BLET Rule 98 on the 2nd and 3rd Seniority Districts, this will confirm our understanding that this Agreement does not in any way alter or amend the provisions of Memorandum of Agreement No. 32071305850 signed July 13, 2005, entitling 3<sup>rd</sup> District Engineers to make application four (4) times per year to any North Platte Hostler assignments vacated by reason of Hostlers desiring to work as Engineers on the 3<sup>rd</sup> District.

If this accurately reflects our understanding in this matter, please sign in the space provided below,

Yours truly,

*/s/ D K Peitzmeier*

**AGREED:**

*/s/ Michael Young*  
General Chairman BLET

# UNION PACIFIC RAILROAD COMPANY

D. K. Peitzmeier  
Director  
Labor Relations Non-Ops

1400 Douglas Street  
STOP 0710  
Omaha NE 68179-0710  
Office (402) 544.5755

BUILDING AMERICA

October 8, 2010

Side Letter No. 2  
Agmt. No. 1209021018

Mr. M. A. Young  
General Chairman  
Brotherhood of Locomotive Engineers & Trainmen  
1620 Central Avenue, Room 203  
Cheyenne, Wyoming 82001

Dear Sir:

In reference to the Agreement modifying BLET Rule 98 on the 2nd and 3rd Seniority Districts, this will reflect our understanding that in the application of this Agreement, 2nd District Engineers using their displacement right(s) to the Kearney Zone Local or the Lexington Zone Local must notify the BLET Local Chairman by 12:00 PM on the Wednesday prior to Monday that they will be placed on these job(s). The affected Engineers will stay with their respective assignments until the displacement is made. The BLET Local Chairman will coordinate with the affected Engineers for an efficient transition to/from the assignment. The Local Chairman will be responsible to notify the employees of the pended move and on Monday, the Engineers will be in place to work the new assignment, This will ensure that the affected parties will be rested and available for their new assignments.

Finally, this will reflect our understanding that the Carrier will not be penalized in the application of this seniority move.

If you are in agreement with the above understanding concerning the handling of Engineers displacing onto the Kearney or Lexington Zone Locals, please so signify by signing in the space provided below,

Yours truly,

*/s/ D K Peitzmeier*

AGREED:

*/s/ Michael Young*  
General Chairman BLET

## ADDING NEW TURNS

### MEMORANDUM OF AGREEMENT #1205100172

between the

#### UNION PACIFIC RAILROAD COMPANY

For The Territory Eastern District  
Including  
Denver & Salina Hubs

and the

#### BROTHERHOOD OF LOCOMOTIVE ENGINEERS

#### Adding New Turns Within The Pools

At the request of the Organization, when new Engineer turns are added to freight pools encompassing all UPED Engineer seniority districts, including the Denver and Salina Hubs, Carrier is agreeable to assigning new turn(s) to the freight pools under the following conditions.

#### 1. Adding New Turns To A Pool.

When a new Engineer turn(s) is to be added to a freight pool, the senior applicant to the new turn(s) may place the turn anywhere within the same freight pool to which the turn(s) is being added.

#### 2. Placement Of The New Turn.

The senior applicant to the new turn must notify CMS at the time of notification where they desire to place their new turn within the pool.. Should the Engineer make no election at the time of notification, or should there be no applications for the new turn, it will be assigned and added to the pool in accordance with the current agreement. When adding and placing a new turn, it will be done at the home terminal.

#### 3. Claims/Grievances:

It is understood there will be no claims/grievances or runarounds filed, or progressed on behalf of anyone as a result of the application of any portions of this agreement.

#### 4. General:

This Memorandum of Agreement will become effective October 5, 2001 and may be cancelled by either party serving a ten (10) day advance written notice upon the other.

Signed this 2<sup>nd</sup> day of October, 2001

FOR THE BROTHERHOOD  
OF LOCOMOTIVE ENGINEERS:

/s/ Michael Young

M. A. Young  
General Chairman BLE

FOR THE UNION  
PACIFIC RAILROAD COMPANY:

/s/ F. A. Tamisiea

F. A. Tamisiea  
Director - Labor Relations

**RULE G BYPASS**

E-011-222

AGREEMENT

between  
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT  
and  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

RULE "G" BY-PASS AGREEMENT

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In a joint effort to provide a safe working environment and as an alternative method of administering Rule C on the Eastern District,

IT IS AGREED:

1. If any member(s) of a crew believes that another member of a crew may be in an unsafe condition, such employe may immediately contact a Carrier officer. If the Carrier officer, upon investigation, determines there is an apparent violation of Rule G, the employe shall be removed from service.

2. It is understood that when a removal from service takes place, transportation will be furnished back to the employe's home.

3. If the employe does not have the means to return to his home terminal, he will be furnished a bus ticket. This provision applies only to employes removed from service under the conditions of this Agreement.

4. Once an employe has been relieved from service under paragraph "1" above, such employe must contact the Company's Employee Assistance Program Counselor on the division within five days of the removal from service. If the employe contacts the Employee Assistance Program Counselor and accepts counseling, he will be paid for the full tour of duty or trip lost (one way) as a result of his removal from service.

5. If the employe does comply with the requirements set forth in paragraph "2" above, and the Employee Assistance Program Counselor determines that the employe is not in need of counseling, the employe shall be returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph "2".

6. If the employe does comply with the requirements set forth in paragraph "2" above, and the Employee Assistance Program Counselor determines that the employe is in need of counseling, and the employe accepts counseling, the employe shall, subject to a favorable recommendation from the Employee Assistance Program Counselor, be immediately returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph "2".

7. If the employe does not comply with the requirements set forth in paragraph "2" or does not accept counseling as provided in paragraph "4", he must lay off and, if so desired, may request a formal investigation. Such request must be made within five days of the day removed from service. If the employe does not request an investigation and is off for more than 15 days, he must request a leave of absence. One 45-day leave of absence will be granted. If, at the end of this period, the employe still has not contacted the Employee Assistance Program Counselor, the provisions of BLE Rule 80(c) shall apply.

8. Should the employe request a formal investigation, the employe(s) who originated the action as provided in paragraph "1" will not be called as Company witnesses.

9. This Agreement shall apply one time only to each employe covered by this Agreement. Thereafter, all regular rules and agreements shall apply.

10. This Agreement is effective April 10, 1984, and may be terminated by either party up a service of five (5) days' written notice upon the other party.

Signed at Omaha, Nebraska, this 10<sup>th</sup> day of April, 1984.

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:

./s/ E G Becker  
General Chairman

FOR UNION PACIFIC  
RAILROAD COMPANY/ED:

/s/ Richard Meredith  
Director-Labor Relations

**AGREEMENT  
Between**

**UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT  
And**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**PREVENTION PROGRAM COMPANION AGREEMENT**

The Union Pacific Railroad Company and the Eastern District Brotherhood of Locomotive Engineers, jointly recognizing that safety is the paramount concern and, further, that an alcohol and drug free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

1. An employee who has been dismissed from service as a result of violating Rule G may elect to participate in the Rule G Rehabilitation/Education Program (Rule G R/E Program or Program), provided:
2. The employee has had no Rule G offense on his or her record for at least ten (10) years; and
  - a. The employee has not participated in the Rule G R/E Program for at least ten (10) years; and
  - b. The incident giving rise to the dismissal did not involve significant rule violations other than Rule G.
  - c. Participation in the Rule G R/E Program shall continue for a period of 12 months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Counselor.
3. A letter, notifying the employee of the availability of the Rule G R/E Program and containing a request form to be completed by the employee, shall be attached to the Notice of Dismissal.
4. The employee may elect to participate in the Rule G R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within 10 days of receipt of the Notice.
5. The employee must contact the Employee Assistance Counselor within three days of electing to participate in the Rule G R/E Program.

6. After being contacted, the Employee Assistance Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.
7. If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employee must follow the course of treatment established by the counselor during the remainder of the Program.
8. If the evaluation indicates that the employee may not safely be returned to service, he or she shall continue in the status of a dismissed employee until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis. The employee must follow the course of treatment established by the counselor while out of service and after return to service during the remainder of the Program.
9. If, at any time during the 12-month period referred to in paragraph "2" above, the employee fails to follow the course of treatment established by the counselor, the Carrier shall remove the employee from the Program. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.
10. An employee may withdraw from the Rule G R/E Program at any time by notifying, in writing, the counselor and the Carrier officer who signed the Notice of Dismissal. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employee from service and the employee shall revert to the status of a dismissed employee.
11. If the employee successfully completes the Rule G R/E Program, a notation to that effect shall be placed on the employee's Personal Record and the employee's probationary status shall terminate and all seniority and other rights shall be restored.
12. No claims shall be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participating in the Rule G R/E Program.
13. This Agreement is effective April 10, 1984 and may be terminated by either party upon service of five day's written notice upon the other party.

Signed at Omaha, Nebraska, this 10<sup>th</sup> day of April, 1984.

**FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:**

/s/ E. G. Becker  
General Chairman

**FOR UNION PACIFIC  
RAILROAD COMPANY/ED:**

/s/ Richard Meredith  
Director – Labor Relations

MEMORANDUM AGREEMENT  
Between  
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT  
And  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The parties signatory to the April 10, 1984, Prevention Program Companion Agreement recognized the need for a program that would rehabilitate Engineers who had violated Rule G. The Agreement provided for rehabilitation after an employee had been dismissed in certain cases that met the established criteria.

The parties realize that the time lag while waiting for toxicological tests to be confirmed, hearings scheduled, and the results of the hearing mailed, is in some cases detrimental to certain employees who wish to immediately enroll in the rehabilitation program. In order to provide a more timely opportunity and to continue to safeguard the rights of all concerned, the parties agree to amend the April .10, 1984 Companion Agreement by adding the following as a "note" to Section I.

**"NOTE:** An employee who is scheduled for a hearing involving a Rule G offense and is eligible for the Companion Agreement may request to waive the hearing, accept the status of a dismissed employee and accept the terms and conditions of the Companion Agreement. The waiver shall be in writing and must be received by the Superintendent or his designated representative and accepted by the Carrier in writing prior to the start of the hearing."

To assist in the implementation of this, the parties also agree that the attached form will be used in such cases. The "note" and form are a part of the original agreement and employees using the form are subject to all other applicable sections of the Companion Agreement.

Signed at Omaha, Nebraska, this 11<sup>th</sup> day of September,

/s/ Michael Young  
General Chairman, BLE

/s/ W S Hinckley  
Director Labor Relations UPRR

## **SELF-PROPELLED MACHINES:**

### *1964 NATIONAL AGREEMENT*

#### *ARTICLE III - SELF-PROPELLED MACHINES:*

##### **Section 1 -**

The following shall govern the manning of self-propelled vehicles or machines by train service employees (conductors and brakemen) used in the maintenance, repair; construction or inspection work:

- (a) Road Service - A conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

**NOTE 1:** Self-propelled machines for the purpose of this Article means such equipment operated on rails.

**NOTE 2:** Drawbar means a device capable of being used in moving standard freight cars.

**NOTE 3:** Main-line territory means main line and branch lines in Road Territory outside of Switching limits but not spurs or the like.

**NOTE 4:** Train orders is used in the vernacular of train men as defined in the Operating Book of Rules.

- (b) Yard Service - A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

##### **Section 2 -**

Rules or practices under which a Locomotive Engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of

operating the machine in the performance of all the work for which such machines are designed are retained.

### *Section 3 -*

Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

### *Section 4 -*

Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

### **Section 5 -**

Nothing contained in this Article III shall be construed to require the employment of engine and train service employees where not now required.