

MEMORANDUM OF AGREEMENT
between the
UNION PACIFIC RAILROAD
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

New Service
between
Livonia, Louisiana and St. James, Louisiana

IT IS AGREED:

On January 18, 2012, the Union Pacific Company ("Carrier" or "UP") served notice, of its intention to establish interdivisional service between Livonia, Louisiana and St. James, Louisiana, under the conditions set forth in Article IX of the May 19, 1986 BLE National Agreement (Board Award 458) as amended.

Without prejudice to either party's position as to the appropriateness of that notice, the following shall govern this new service:

Article I - Operations

- A. Union Pacific may establish an unassigned pool of TSE crews to operate between Livonia and St. James (Mile Post 51), Louisiana, with home terminal at Livonia. These crews will operate under existing rules applicable to TSE assignments, with the following exceptions:
- (1). Starting time rules will not apply. Crews in this pool will operate first-in, first-out.
 - (2). The basic TSE daily rate will encompass the single round trip mileage (128 miles) Livonia to St. James (Mile Post 51) and return. If a crew in this pool accrues more than 128 miles, such additional miles (working and/or deadheading) will be paid at the TSE rate of pay.
 - (3). Overtime shall commence after eight (8) hours on duty, regardless of total miles run.
 - (4). Crews assigned in this pool will not stop en route to eat, and will be allowed \$6.00 in lieu of a meal period.
- B. Nothing herein shall preclude the Carrier from utilizing the existing Avondale-Livonia Pool to handle traffic between Livonia and St. James; however, the parties

recognize such cross-utilization of crews should be kept to a minimum in order to ensure the stability of work in both involved pools. To that end, the appropriate Local Chairman and designated Carrier Representative shall review the operation as necessary to ensure compliance with this commitment.

The number of positions assigned in this pool will be regulated so that each turn will make between nine (9) and 11 starts in each pay period. The Local Chairman and designated Carrier Representative will cooperate in the regulation of turns as outlined herein. These start parameters may be modified by mutual agreement of the parties.

Article II - Implementation

The Carrier shall give the General Chairmen no less than five (5) days written notice of its desire to implement the Agreement.

Article III - General

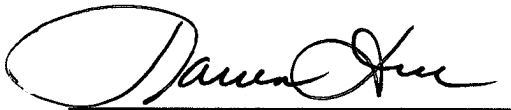
This Agreement governs only the new service described herein, and will not be referred to by either party in any other context.

Upon implementation of this Agreement, the Carrier's January 18, 2012 Notice of Intent to establish interdivisional service is withdrawn.

Signed this 12TH day of April, 2012.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS & TRAINMEN:**

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**



Warren Dent
General Chairman



T. G. Taggart
Director Labor Relations

Gary Taggart
Director – Labor Relations



BUILDING AMERICA

24125 Aldine Westfield Rd.
Spring, Texas 77373
Office: (281) 350-7585

April 5, 2012

MR. WARREN DENT
GENERAL CHAIRMAN – BLET
607 W. HARWOOD ROAD
HURST, TEXAS 76054

Side Letter #1

DEAR SIR:

DEAR SIR:

This will confirm our understanding during the negotiations of the Livonia - St. James – TSE-Pool Agreement that the parties commit to meet within ninety (90) days after implementation to explore work schedules for employees assigned to this new pool.

If the parties are unable to reach an equitable work schedule, based on the 90-day operation, the parties agree to continue to explore work schedule opportunities for this service.

Please indicate your agreement by signing your name in the space provided below.

Sincerely,

T. Gary Taggart

I agree:

Warren Dent

Gary Taggart
Director – Labor Relations



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GENERAL CHAIRMAN – BLET
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HURST, TEXAS 76054

Side Letter #2

DEAR SIR:

During our negotiations toward establishing the Livonia-St James operations, concerns were raised by your committee that the Carrier would replace the existing TSE's in Livonia with the new unassigned pool of TSE crews.

This will confirm that it is not the intent of the New Service Agreement between Livonia – St. James to replace the standard TSE's in Livonia.

Sincerely,



T. Gary Taggart