

# UNION PACIFIC RAILROAD COMPANY

Gary Taggart  
Director – Labor Relations



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## BUILDING AMERICA

February 13, 2013  
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Mr. Warren Dent  
General Chairman – BLET  
607 W. Harwood Road  
Hurst, TX 76054

Dear Sir:

This will confirm our discussion concerning filling the yard assignment at Enid, Oklahoma, currently referred to as the YNE65. Due to unique customer requirements, and in order to ensure this assignment is protected, it is agreed the following terms and conditions will apply to engineers who bid or otherwise voluntarily place to this assignment and reside more than fifty (50) miles from Enid, Oklahoma via the most direct highway route:

A. Any engineer who voluntarily exercises seniority to the YNE65 agrees to remain on the assignment for a minimum period of one hundred and twenty (120) days. The one hundred twenty (120) day "fence" period commences on the date the seniority move is executed.

- 1) Any engineer so assigned to the YNE65 will not, during the 120-day "fence" period, be permitted to exercise his/her seniority to another job unless 1) the YNE65 is permanently abolished, 2) the existing conditions of the YNE65 are changed in any manner in which the CBA would require re-bulletining the assignment or 3) the engineer is displaced by a senior employee.

NOTE: Any engineer force-assigned to the YNE65, or otherwise required by the CBA to exercise seniority to or be placed on the assignment, will not be considered to have voluntarily exercised to the assignment and thereby will not be subjected to the 120-day "fence" conditions.

- 2) Regularly assigned engineers who remain on the YNE65 assignment beyond their current 120-day "fence" period will automatically assume and begin a new 120-day "fence" period.

- 3) The engineer will, at the conclusion of their 120-day period, be permitted to exercise seniority elsewhere in accordance with the provisions of the CBA.
- B. Regularly assigned YNE65 engineers subject to the 120-day "fence" requirement will receive a thirty-five dollar (\$35.00) per diem allowance for each day he/she works the assignment.
- C. Regularly assigned YNE65 engineers subject to the 120-day "fence" requirement will be provided lodging by the Carrier for each day he/she works the assignment, with a maximum of four (4) nights/stays per five-day "work week". The engineer must check out of the lodging facility on any day/s he/she makes himself/herself unavailable for service (compensated or non-compensated).

This letter of understanding may be cancelled by either party's serving of a sixty (60) day written notice on the other. It is understood this letter of understanding is without prejudice to the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.

If this properly reflects our understanding, please indicate by signing in the space provided below.

AGREED:

**For the BLET:**



Warren Dent  
General Chairman – BLET

**For the Carrier:**



T.G. Taggart  
Director – Labor Relations



J.E. Powell  
Asst. Director – Labor Relations