

**MEMORANDUM OF AGREEMENT**

**Between**

**UNION PACIFIC RAILROAD COMPANY**

**And**

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

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

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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 under the jurisdiction of your General Committee of Adjustment as provided therein.

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**



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G. L. Gore  
General Chairman



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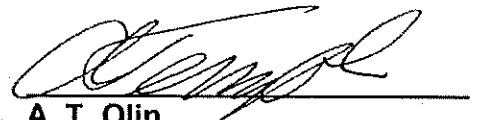
S. F. Boone  
Director- Labor Relations

Approved:



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E. L. Pruitt  
Vice President - BLET



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A. T. Olin  
General Director - Labor  
Relations

## ATTACHMENT A

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### TEMPORARY LODGING

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#### 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 an 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 meet 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's 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

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### JOB APPLICATION AND STANDING BID PROCESS

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#### 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 1, 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.