



The Brotherhood of Locomotive Engineers and Trainmen

Union Pacific Railroad Southern Region
General Committee of Adjustment

Warren Dent – General Chairman

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Proud Member of the International Brotherhood of Teamsters

August 1, 2013

TO: All UPSR Local Chairmen

RE: Engineers Working as Yardmasters Agreement

Brothers,

This to advise you of the successful ratification of the agreement proposal to allow engineers, whose seniority standing as an engineer would otherwise allow them to work an engineer position, to work as yardmasters. Enclosed for your files is a fully executed copy of the agreement.

As reminder, the terms and conditions of the agreement are not retroactive but will become effective August 16, 2013 and continue thereafter.

Any questions, do not hesitate to contact the GCA office.

Fraternally,

Warren Dent
General Chairman
BLET UPSR

Enclosure

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD

and the

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

Engineers Working as Yardmasters

The intent of this agreement is to allow locomotive engineers holding seniority as such, and whose seniority standing as an engineer would otherwise allow him/her to work an engineer position under the applicable agreement/s, to work a yardmaster position. For the purposes of this agreement, a yardmaster "position" would include a regular or extra yardmaster assignment as well as any initial training required to become a yardmaster and/or any re-familiarization or refreshers associated with maintaining qualification or proficiency as a yardmaster.

IT IS THEREFORE AGREED:

- 1.** An engineer, whose seniority standing as an engineer would otherwise allow him/her to work an engineer position, may elect to work yardmaster position. Any such engineer so electing will be placed in leave of absence status from the craft of locomotive engineer. Such leave will be of sufficient duration to cover the period of time that said engineer is protecting such full-time yardmaster position but, in no event, will such leave be for a period of less than one continuous week.
- 2.** An engineer, whose seniority standing as an engineer would otherwise allow him/her to work an engineer position, electing to work a yardmaster position will not be subsequently permitted to place as an engineer, or otherwise permitted to exercise his/her engineer seniority rights, prior to fully exhausting his/her yardmaster seniority within the entirety of the territory to which that seniority is applicable.
- 3.** During any/all period/s of time that an engineer, whose seniority standing as an engineer would otherwise allow him/her to work an engineer position, is assigned to a

yardmaster position, and thereby fails to fully protect his/her engineer seniority responsibilities, said engineer shall remain on any/all engineer seniority roster/s to which rightfully entitled but will not accumulate any seniority on such roster/s.

Example 1: Engineers "A", "B" and "C" all hold seniority as engineers. Engineer "A" has a seniority date of 06/01/11 and can hold a position as an engineer. Engineer "B" has a seniority date of 06/30/11-010 and Engineer "C" has a seniority date of 06/30/11-020. Engineer "A" accepts a yardmaster position on 11/01/13 and remains in that service for thirty (30) days. As the engineer seniority of Engineer "A" was frozen during that thirty (30) day period, Engineers "B" and "C" would run around him/her on the applicable engineer's seniority roster/s and thereafter rank ahead of Engineer "A" on all such rosters.

Example 2: Engineers "A", "B", "C" and "D" all hold seniority as engineers. Engineer "A" has a date of 06/01/11, Engineer "B" a date of 06/30/11-010, Engineer "C" a date of 06/30/11-020 and Engineer "D" a date of 07-05-11-010. Engineer "A" can hold an engineer position and elects to accept a position as a yardmaster on 11/01/13, remaining in that service for twenty (20) days. Beginning 01/01/13, Engineer "A" again accepts a yardmaster position for twenty (20) additional days. As the seniority of Engineer "A" was frozen during the two (2) twenty (20) day periods he/she is assigned a yardmaster position, on the thirtieth (30th) such day he/she is so assigned, Engineers "B" and "C" would run around and thereafter rank ahead of Engineer "A" on the applicable engineer's seniority roster/s. On the thirty-sixth (36th) day Engineer "A" is so assigned, Engineer "D" will move around him/her on the applicable engineer seniority roster/s and thereafter rank ahead of Engineer "A" on all such roster/s.

In summary, for each day an engineer, whose seniority standing as an engineer would otherwise allow him/her to work an engineer position, is assigned as a yardmaster, his/her engineer seniority is "frozen" and, therefore, he/she will lose one day's seniority to every engineer assigned to the concerned engineer seniority roster/s who is working as an engineer or trainman and/or whose engineer seniority is protected under the 1952 Laying Off/Leave of Absence Agreement or MPUL Article 40(g), as amended.

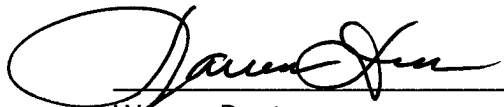
4. This agreement does not intend or contemplate that an engineer, whose seniority standing as an engineer would otherwise allow him/her to work an engineer position,

be used to protect yardmaster service on a temporary or daily basis or for any period of less than the minimum of one continuous week outlined in this agreement.

5. The terms and conditions of this agreement, which are not retroactive, become effective on the date of implementation and thereafter will be applied in all circumstances wherein an engineer, whose seniority standing as an engineer would otherwise allow him/her to work an engineer position, elects to work a yardmaster position.
6. This agreement is entered into for the purpose of addressing the specific instant case circumstance and does not have any effect on or otherwise alter engineer seniority rules or the collectively-bargained agreement applicable to engineers on the UP Southern Region, except to the extent outlined herein.

Signed this 16 day of August, 2013.

**For the Brotherhood of Locomotive
Engineers and Trainmen:**



Warren Dent
General Chairman – BLET UPSR

**For the Union Pacific
Railroad:**



T. Gary Taggart
Director – Labor Relations