

**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:

<u>DATE</u>	<u>TITLE</u>
(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 then 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