

EXERCISE OF SENIORITY

RULE 92. BULLETINS. Rule superceded by Modification dated November 9th 1994

MEMORANDUM OF AGREEMENT
#1810019405
between the
UNION PACIFIC RAILROAD COMPANY
for the territory EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

MODIFICATION OF RULE 92 "BULLETINS"
FOR USE OF "APPLICATIONS" IN
PLACE OF BULLETINS TO FILL ENGINEER VACANCIES

Rule 92 of the BLE Agreement is hereby modified to the extent as provided herein.

Section 1:

a) Except for newly established yard engine assignments, locals and/or work trains, all other engineer vacancies that are created or become vacant shall be filled immediately by the senior engineer with application on file with Carrier's Crew Management Office (CMS).

b) Newly established yard engine assignments, locals and/ or work trains will first be advertised for a period of not less than ninety-six (96) hours before assignments are made to the senior engineer with application on file.

Section 2:

Engineers submitting applications should include all of the following necessary information if applicable concerning the position for which application is being made:

- a) Terminal of assignment
- b) Specific CMS Board or Pool ID
- c) CMS Pool Turn ID
 - i - new
 - ii - specific
- d) CMS ID for local/ yard engine/ work train

Section 3:

a) Once an application is honored and the engineer is assigned, such application of the employee will be removed from the system. If an employee wishes other positions after an assignment is made, he/she must re-submit their application with CMS. All applications are kept on file until either the application is honored or is removed by the employee. Once an assignment is made pursuant to applicant, that assignment will not be rescinded.

b) When an engineer is reduced in force to other than an engineer, or who is furloughed, the engineer's application on file will be removed.

Section 4:

If a position cannot be filled by application under this agreement, the senior demoted engineer will be assigned. If there are no demoted engineers available, the junior engineer on the district will be assigned or the Carrier may reduce the extra board and fill the vacancy through the normal displacement procedures.

Section 5:

All assignments made under this Agreement will be effective 12:01 p.m., at the prevailing local time.

Section 6:

In applying this Agreement with respect to yard service, it is agreed that when a regularly assigned yard engineer is assigned to another yard assignment, such engineer will be permitted to work his/her former assignment on the day on which assigned to the new assignment, provided the engineer can assume his/her new assignment fully rested and not acquire any additional days' compensation.

Section 7:

It is clearly understood that Carrier will not be penalized in any way in the application of this Agreement.

Section 8:

This Memorandum of Agreement, will become effective December 1, 1994. This agreement supersedes any other agreements with which it may conflict. This Memorandum will thereafter remain in full force effect unless cancelled by either party signatory hereto with a service of a thirty (30)-day advance written notice upon the other. If such notice is served and this Memorandum is canceled, the provisions of former cited Rules and Understandings related thereto will be placed back into effect.

Signed this 9th day of November, 1994

FOR THE BROTHERHOOD
LOCOMOTIVE OF ENGINEERS:

 /s/ Michael Young
M.A. Young
General Chairman, BLE

FOR THE UNION PACIFIC
RAILROAD COMPANY:

 /s/ A. C. Hallberg
A. C. Hallberg
Director Labor Relations

 /s/ L. A. Lambert
L. A. Lambert
General Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

L. A. LAMBERT
GENERAL DIRECTOR
LABOR RELATIONS-OPERATING-WEST

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0001
(402) 271-3796

January 6, 1995
LOU #181219945

MR. M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE #201
CHEYENNE WY 82001

Dear Mr. Young:

This refers to your letter dated November 15, 1994, requesting clarification of Rule 92 (f) to bring that rule into conformance with the new application system for filling vacancies (Agreement # 1810019405).

Rule 92(f) now reads as follows:

"An engineer absent during entire period of bulletin will, upon his return to service, be permitted to displace a junior engineer from assignment bulletins during his absence subject to the provisions of Rule 97 (Run Discontinued)."

The above quoted rule is superseded and henceforth shall provide as follows:

"An engineer absent from service when a new yard job, new local, new work train or new traveling switcher is assigned by application will be permitted to displace a junior engineer assigned to the vacancy in question. This right of displacement does not apply to new pool turns."

If the above proposed modification of Rule 92(f) is acceptable, please so indicate by signing in the space provided below retaining a copy for your files and returning the original to this office. Upon receipt of the signed original, necessary instructions will be issued to CMS and the new rule will be placed into effect as soon as possible.

This letter of Understanding with respect to Rule 92(f) will apply in full force unless MOA # 1810019405 which provides for the application process is cancelled. In that event, Rule 92(f) as set forth in Basic Agreement will thereafter apply.

Yours truly,

 /s/ L. A. Lambert
L. A. Lambert
General Director

 /s/ A. C. Hallberg
A. C. Lambert
Director Labor Relations

ACCEPTED:

 /s/ Michael Young
M. A. Young
General Chairman, BLE

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Date

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

EXTRA ENGINEERS ON OUTLYING ASSIGNMENTS
ASSIGNED TO REGULAR JOB - RULE 92(B)

The following is added to Schedule Rule 92(b)

"When an extra board engineer is protecting an outlying assignment and is assigned as senior applicant to another assignment, such extra board engineer will be relieved from the outlying assignment as soon as another extra board engineer is available on the extra board to relieve on the outlying assignment. If no extra board engineer is available, the extra engineer protecting the outlying assignment will remain on the outlying assignment until an extra board engineer is available or as outlined in Schedule Rule 92(b).

"This Agreement will have no affect on the current method of payment of deadhead.

"It is agreed this Agreement will be applied uniformly on all districts on the Eastern District."

This agreement is effective April 1, 1985, and shall automatically terminate ten (10) days from the date of written notice by either party.

Dated at Omaha, Nebraska, this 27th day of March, 1985.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

 /s/ E. G. Becker
General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY:

 /s/ R. D. Meredith
Director-Labor Relations / ED