

**MEMORANDUM OF AGREEMENT**

**between**

**UNION PACIFIC RAILROAD COMPANY**

**and the**

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

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**TEN-HOUR UNDISTURBED REST AT  
HOME TERMINAL AND AWAY-FROM-HOME TERMINAL RULE**

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Union Pacific Railroad Company ("UP") and the Brotherhood of Locomotive Engineers and Trainmen ("BLET") agree to extend rest periods at home and away-from-home terminals to ten undisturbed hours for employees assigned in pool (unassigned) freight service or to road/combination extra boards.

Accordingly, **IT IS AGREED:**

**I. UNDISTURBED REST AT HOME AND AWAY-FROM-HOME TERMINALS**

**A.** Except as specifically provided in Article II hereof, the rest period at the home and away-from-home terminals for employees assigned to, or working in, pool (unassigned) freight service or to road or combination extra boards shall be governed by the following:

1. An employee completing his or her tour of duty (tied-up) at his or her home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work out of the home terminal until expiration of the ten-hour undisturbed rest period.
2. An employee completing his or her tour of duty (tied-up) at his or her away-from-home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work out of the away-from-home terminal until expiration of the ten-hour undisturbed rest period.

**NOTE 1:** UP may contact an employee during the ten-hour rest period to advise of the abolishment or annulment of his or her assignment, displacement from a job (bumped), assignment to a new position/job, an emergency or other notice or contact required by existing Agreement rules.

An employee contacted under the circumstances identified in this Note shall not have his or her rest period curtailed as a result of this call/contact nor shall said call/contact entitle the employee to an extended rest period or start a new rest period – i.e., the rest period of an employee contacted pursuant to this Note shall not be affected in any manner by the call/contact.

**NOTE 2:** An employee who is displaced during the rest period provided pursuant to this Agreement shall be afforded the option to forego the additional rest provided by this Agreement over and above that provided in the federal Hours-of-Service Act if necessary to protect the assignment the employee places on. The involved employee must inform CMS at the time he or she exercises his or her displacement of the intent to forego, in the limited and specific circumstance described in this Note 2, the additional rest afforded by this Agreement.

**NOTE 3:** In applying the provisions of this Agreement, a combined service and deadhead trip shall be considered as a working trip.

3. This Agreement shall not preclude UP from giving an employee a “four-hour release” (also known or referred to as an “interim release,” a “four-hour or more release,” or “aggregating service”) in accordance with existing legal and collective bargaining agreement requirements, if any.

**NOTE:** An employee who is being given a “four-hour release” (e.g., an “interim release”, a “four hour or more release,” “aggregating service,” etc.) must be advised of such prior to his/her release from service on his/her current trip.

4. The rest period provided pursuant to this Article I, Section A shall commence coincident with the employee’s completion of his or her tour of duty and shall run concurrent with the rest period provided pursuant to the Hours-of-Service Act.

- B. Existing Agreement rules, or those portions thereof, that provide employees with an opportunity or election to take a rest period at the home terminal or away-from-home terminal that is less than that provided in Section A of this Article I shall be inapplicable and of no future force or effect.

**NOTE:** The parties specifically intend that only the portion(s) of existing rest rules that allow employees to take a rest period at the home terminal or away-from-home terminal for a period greater

than that afforded by this Agreement are to remain in effect following implementation of this Agreement.

**EXAMPLE:** An existing rule gives employees assigned to a freight pool an option to take a rest period at the home terminal of 8 undisturbed hours, 10 hours (no undisturbed rest), 10 undisturbed hours, 12 hours (no undisturbed rest) or 12 undisturbed hours. If the call time at the location is 2 hours (or less), the "8 undisturbed hours" and "10 hours (no undisturbed rest)" options of this rule would not be available to an employee covered by this Article I because the options would give the employee a rest period at the home terminal less than what they would receive from this Agreement -- i.e., 10 undisturbed hours rest.

**QUESTION:** Are there any situations or circumstances in which an employee covered by this Article I can or will receive less than ten undisturbed hours rest at his or her home or away-from-home terminals?

**ANSWER:** Unless the employee is aggregating his or her service (e.g., given a "four-hour release," a "four-hour or more release" or an "interim release") or the option set forth in Article II, below, has been exercised, no employee covered by this Article I will be given a rest period at the home or away-from-home terminals of less than ten undisturbed hours.

## **II. OPTION FOR EIGHT UNDISTURBED HOURS REST IN LIEU OF TEN UNDISTURBED HOURS REST AT AWAY-FROM-HOME TERMINAL**

- A.** The away-from-home terminal rest period specified in Article I, Section A, Paragraph 2, above, may, at BLET's option, be reduced for a specific freight pool, and all runs protected by said pool, from ten undisturbed hours to eight undisturbed hours, subject to the conditions set forth below:
- 1.** The away-from-home terminal rest period shall be the same for all employees working on any run(s) protected by the involved freight pool -- i.e., ten undisturbed hours or, if the option set forth in this Article II is exercised, eight undisturbed hours.
  - 2.** Except for the change in the duration of the undisturbed rest period at the away-from-home terminal, all other provisions of this Agreement are unaffected by BLET's exercise of this option.
- B.** The exercise of the option set forth in this Article II shall be governed by the following:

1. This option may be exercised no sooner than sixty days following the effective date of this Agreement.
2. The exercise of this option or the execution of an agreement to return the away-from-home terminal rest period to ten undisturbed hours may be made only once in a twelve-month period.
3. The General Chairperson must advise UP in writing of its desire to exercise this option. Said notice must identify the involved freight pool(s) and propose a suggested effective date for the involved change(s). UP and BLET will agree on the effective date for the change(s), which will not be more than thirty days from the date of BLET's notice. The BLET Local Chairman shall be responsible for advising affected employees of the change in the away-from-home terminal rest period.

**QUESTION:** Will the additional rest time provided pursuant to this Article II be used as an offset against an employee's labor protection or guarantee benefits, if any?

**ANSWER:** No. This answer does not, however, impact or alter existing procedures for handling of offsets to guarantee or labor protection benefits stemming from an employee's election to invoke the provisions of a local extra rest rule.

**QUESTION:** Will an exercise of the option to change the away-from-home terminal rest time from eight undisturbed hours back to ten undisturbed hours in accordance with Section B of this Article II and the resultant increase in rest time at the away-from-home terminal be used as an offset against an employee's labor protection or guarantee benefits?

**ANSWER:** No. This answer does not, however, impact or alter existing procedures for handling of offsets to guarantee or labor protection benefits stemming from an employee's election to invoke the provisions of a local extra rest rule.

### **III. GENERAL AND SAVINGS CLAUSES**

- A. This Agreement does not restrict the parties' rights and/or obligations as set forth in the Hours-of-Service Act.
- B. The terms and conditions of this Agreement are intended to address a specific circumstance and are not intended to be applied to employees not


assigned to a road or combination extra board or in pool (unassigned) freight service.

- C. In the event the provisions of this Agreement conflict in any manner with the provisions of existing collective bargaining agreement rules, the terms and conditions set forth herein shall prevail.
- D. This Agreement shall become effective on the first calendar day of the month following the date this Agreement is signed.
- E. Either party may cancel this Agreement by the serving of a sixty-day advanced written notice on the other party. During this sixty-day period, the parties will meet to discuss and endeavor to resolve the issue(s) leading to the cancellation notice.

SIGNED THIS 5 TH DAY OF May, 2005, IN OMAHA, NEBRASKA

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS & TRAINMEN:

FOR UNION PACIFIC RAILROAD  
COMPANY:

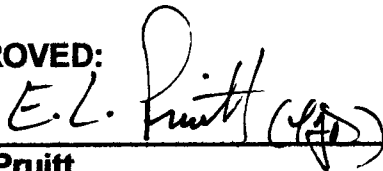
 050505

T. J. Donigan  
General Chairman - BLET



S. F. Boone  
Director - Labor Relations

APPROVED:



E. L. Pruitt  
Vice-President - BLET

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**SIDE LETTER NO. 1**

Mr. T. J. Donnigan  
General Chairman, BLET  
P.O. Box 609  
Pocatello, ID 83204-0609

Dear Sir:

This has reference to our discussions in connection with the "Memorandum of Agreement between Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers and Trainmen (Ten-Hour Undisturbed Rest at Home Terminal and Away-from-Home Terminal Rule), dated 2/24/05, 2005

During the parties' negotiations, BLET voiced a concern that following implementation of this Memorandum of Agreement, UP might adopt a position that this Interpretation was sufficient to address fatigue abatement issues. This letter will confirm UP's commitment to continue working with BLET to explore in good faith feasible, effective, and scientifically validated approaches for reducing fatigue at locations or in operations where legitimate evaluations and data suggest UP's BLET-represented employees are not obtaining sufficient or proper rest opportunities.

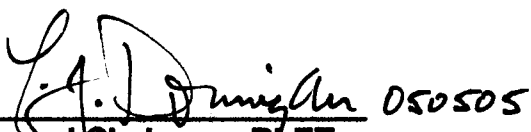
If the foregoing accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

Sincerely,



S. F. Boone  
Director - Labor Relations

**AGREED:**

  
T. J. Donnigan 050505  
General Chairman, BLET



Sharon Boone  
Director Labor Relations

# FRIDAY'S MAIL

June 13, 2005

Mr. T. J. Donnigan  
General Chairman, BLET  
P.O. Box 609  
Pocatello, ID 83204-0609

RECEIVED  
JUN 17 2005 B  
BLET-WRGCA

Dear Mr. Donnigan:

**This has reference to our discussions in connection with the Memorandum of Agreement between Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers and Trainmen (Ten-Hour Undisturbed Rest at Home and Away-from-Home Terminal Rule) dated June 1, 2005.**

As discussed, this confirms our commitment to adopt the attached agreed-upon interpretive questions and answers in connection with the above-referenced agreement.

If you have any questions, please don't hesitate to give me a call.

Yours truly,

A handwritten signature in cursive script that reads "S. F. Boone".

S. F. Boone  
Director Labor Relations

Attachment

**MEMORANDUM OF AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN (TEN-HOUR UNDISTURBED REST AT HOME TERMINAL AND AWAY-FROM-HOME TERMINAL RULE)**

**INTERPRETIVE QUESTIONS AND ANSWERS**

- Q1.** Who is covered by the new proposed Ten-Hour Undisturbed Rest at Home Terminal and Away-from-Home Terminal Rule?
- A1.** All engineers assigned to, or working in, pool freight service or to road or combination extra boards
- Q2.** How much rest is mandated in the Agreement?
- A2.** At the engineer's home terminal, 10 hours undisturbed rest (UDR) is mandated by the Agreement. At the away-from-home terminal for the first 60 days following implementation, 10 hours undisturbed rest is mandated by the Agreement. After that initial 60-day period, each pool will have the option to reduce the pool's rest period at the away-from-home terminal to 8 hours undisturbed rest. The away-from-home terminal rest period can be changed from 8 to 10 hours UDR or from 10 to 8 hours UDR every 12 months (see the process outlined in Article II, Section B).
- Q3.** Are assignments with a regular start time (e.g., yard jobs, traveling switch engines, locals) impacted by this UDR Agreement?
- A3.** No. Regular assigned employees will not be impacted by this Agreement. Extra employees working these assignments will get the 10 hours UDR at their home terminal after each tie-up. This Agreement will not apply to extra employees protecting regular local freight or road switcher (TSE) assignments at outlying locations where deadheaded to protect.
- Q4.** Does this Agreement change the March 21, 1996 System Agreement – Extra (Undisturbed) Rest, which provides eligible engineers with an option for 8, 10 or 12 hours UDR?
- A4.** This agreement mandates 10 hours UDR at the home terminal and either 8 or 10 hours UDR at the away-from-home terminal. Any rule granting UDR rest periods that exceeds the rest periods established pursuant to this Agreement remain in full force and effect and if qualifying criteria are met, can be taken at the employee's option. Any rule granting UDR rest periods that are less than the rest periods

established pursuant to this Agreement is modified to the extent that those provisions providing rest periods less than that provided in this Agreement are suspended.

- Q5.** Do I have to be rested to deadhead (separate and apart) out of the home or away from home terminal?
- A5.** You do not have to be rested to deadhead separate and apart out of the away-from-home terminal. You do have to be fully rested for a deadhead (separate and apart or in combination with service) out of the home terminal. If you have elected to exercise a rest (UDR) option pursuant to the March 21, 1996 System Agreement – Extra (Undisturbed) Rest, you should not be called to deadhead or for service until the involved rest period has expired.
- Q6.** Can an engineer be contacted during his UDR period?
- A6.** Contact is allowed only for notice of annulment, abolishment, successful application for a new assignment, emergency situations and other notices required by the Agreement. The FRA considers this type of contact as incidental and it would not trigger a new rest period.
- Q7.** Will the additional rest time provided in this Agreement be used as an offset to an employee's labor protection or guarantee benefits?
- A7.** No. The extension to the home and away-from-home terminal rest time provided pursuant to this Agreement will not be considered as "unavailable" or "absence" time and used as an offset to an engineer's labor protection or guarantee benefits, if any.
- Q8.** Does the additional home terminal and away-from-home terminal rest time provided pursuant to this Agreement impact an employee's right to a bonus incentive payment afforded to engineers who remain available for service the entire payroll half?
- A8.** No.
- Q9.** Engineers already have an Extra (Undisturbed) Rest Rule. What is the purpose of this agreement?
- A9.** While engineers have enjoyed the ability to take UDR at their option at both the home and away-from-home terminals, certain conditions must be met in order to exercise that right. This Agreement, however, automatically provides an eligible engineer with 10 hours-undisturbed rest at his or her home terminal and either 8 or 10 hours undisturbed rest at the away-from-home terminal after every trip.

**Q10.** Are there any conditions in which an employee can waive the right to UDR under this proposed agreement?

**A10.** There is one specific situation in which an employee can waive the undisturbed rest period provided pursuant to this Agreement. If an engineer is notified of a displacement at his or her home terminal and the additional rest time afforded pursuant to this Agreement (that above the minimum rest period specified in the Federal Hours-of-Service Act) will result in the engineer losing a start or trip on the assignment he or she displaces onto, the engineer may notify CMS when they advise you of your displacement and they will suspend that portion of your rest period in excess of the Hours-of-Service Act rest period.

**Q11.** Can the agreement be canceled?

**A11.** One feature of this Agreement is that it can be canceled by either party. A 60-day notice of cancellation is required and the Agreement mandates the parties meet and try to fix the problems leading to the cancellation notice during that 60 day period.

**Q12.** What is meant by a term "4-hour interim release" as used in this UDR Agreement?

**A12.** The "4-hour interim release" is provided for in the Hours-of-Service Act and provides that your hours of service may be aggregated (or combined) from your previous service trip. As an example, you are called to deadhead to the away-from-home terminal to operate a train back to the home terminal on continuous time. The deadhead trip takes you 2½ hours to complete. Upon your arrival at your away-from-home terminal, it is discovered that the train you have deadheaded to protect has been laid down due to mechanical problems. Prior to your tie-up, UP can notify you that they intend to return you back to service with a minimum 4-hour rest period. However, the previous deadhead time (2 ½ hours) will be included or aggregated with your remaining time left to work (9 ½ hours) in order to determine your maximum 12-hour on-duty period. In other words, you would only have 9 ½ hours left to work on the working trip back to the home terminal under this example. This agreement requires UP to give you specific notification prior to your tie-up that they intend to bring you back after an interim release.