

# MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

And

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN

Houston Hub

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The Carrier and the General Chairman have jointly selected the Houston to implement the work/rest schedule established per the 2022 BLET National Agreement & PEB 250 Work Rules and the August 16, 2023, Agreed Upon Interpretation and Application of Articles V, VI, & VII.

### **Delayed Implementation Note 1**

The LS372, RE23 and RE24 will not be a part of this 11/4 implementation cycle. The parties will meet after the system 11/4 implementation is complete to discuss implementation of 11/4 for the above listed boards.

### **Delayed Implementation Note 2**

The existing B461, RE21 and RE22 will not be a part of this 11/4 Implementation cycle. The parties will meet after the system 11/4 implementation is complete to discuss implementation of 11/4 for the above listed boards.

### **Implementation Agreement Opt Out**

Pursuant to Article 1, Section E (2) of the 2023 System Agreement the LS372, RE23 have elected not to participate in the 11/4 Implementation process.

### **Cross Protect Preservation:**

The parties agree that current cross protect practices will remain in place unless an exception is made in this agreement or mutually agreed upon.

### **Board Definition**

1. The LS372, RE06/RE29 and a portion of the XE04 will be combined into one board (XE06). Engineers on days 1-10 of the work/rest cycle, as defined by Article 1, Section B (1a), will be used as prescribed in the agreement. Engineers on day 11, as defined in Article 1, Section B (1b), will be used as prescribed in the agreement. If the XE06 is

exhausted, then the XE02 will provide cross protection. The combined XE06 will be the primary protecting extra board for work on the Glidden Sub.

In the event an XE02 engineer is used on their 11th day to protect out of town work on the XE06 board, such engineers will flip home upon completion of their trip to the away-from-home terminal. In the event an XE06 engineer is used on their 11th day to protect out of town work on the XE02 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.

2. The LS372, RE15 and a portion of the XE04 will be combined into one board (XE02). Engineers on days 1-10 of the work/rest cycle, as defined by Article 1, Section B (1a), will be used as prescribed in the agreement. Engineers on day 11, as defined in Article 1, Section B (1b), will be used as prescribed in the agreement. If the XE02 is exhausted, then the XE06 will provide cross protection. If the XE06 is exhausted, then the XE02 will provide cross protection.

In the event an XE02 engineer is used on their 11th day to protect out of town work on the XE06 board, such engineers will flip home upon completion of their trip to the away-from-home terminal. In the event an XE06 engineer is used on their 11th day to protect out of town work on the XE02 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.

3. The LS372, RE03/XE03, will be combined into one board (XE05). Engineers on days 1-10 of the work/rest cycle, as defined by Article 1, Section B (1a), will be used as prescribed in the agreement. Engineers on day 11, as defined in Article 1, Section B (1b), will be used as prescribed in the agreement.
4. The LS372, RE28/XE41, will be combined into one board (XE28). Engineers on days 1-10 of the work/rest cycle, as defined by Article 1, Section B (1a), will be used as prescribed in the agreement. Engineers on day 11, as defined in Article 1, Section B (1b), will be used as prescribed in the agreement.
5. The C806, RE54 and XE52, will be combined into one board (XE54). Engineers on days 1-10 of the work/rest cycle, as defined by Article 1, Section B (1a), will be used as prescribed in the agreement. Engineers on day 11, as defined in Article 1, Section B (1b), will be used as prescribed in the agreement.
6. The TB114, RE56 and XE51 and the TB090, XE51 will be combined into one board (XE56). Engineers on days 1-10 of the work/rest cycle, as defined by Article 1, Section B (1a), will be used as prescribed in the agreement. Engineers on day 11, as defined in Article 1, Section B (1b), will be used as prescribed in the agreement.

**NOTE:** The existing Livonia Extra Board agreement will be cancelled along with Addis Extra Board.

**NOTE:** Engineers on the XE56 will receive auto miles to report to their on duty location.

**NOTE:** Engineers assigned to the new combined extra board (XE56) will not receive deadhead time. However, they will receive the pay associated with the deadhead.

7. The existing boards at B219, RE07/XE02; will be combined into one board (XE07) Engineers on days 1-10 of the work/rest cycle, as defined by Article 1, Section B (1a), will be used as prescribed in the agreement. Engineers on day 11, as defined in Article 1, Section B (1b), will be used as prescribed in the agreement.
8. The existing boards at B119 RE04/XE02; will be combined into one board (XE04) Engineers on days 1-10 of the work/rest cycle, as defined by Article 1, Section B (1a), will be used as prescribed in the agreement. Engineers on day 11, as defined in Article 1, Section B (1b), will be used as prescribed in the agreement.
9. The existing boards at BG027, XE21; LS407 XE02, and GV022, XE21, will be combined into one board (BG027, XE20). Engineers on days 1-10 of the work/rest cycle, as defined by Article 1, Section B (1a), will be used as prescribed in the agreement. Engineers on day 11, as defined in Article 1, Section B (1b), will be used as prescribed in the agreement.

**NOTE:** Engineers assigned to the new combined extra board (XE20) will not receive deadhead time.

***Agreement Notes:***

**Note 1:** The boards established above will be operated on a first in/first out basis.

**Note 2:** The boards established herein shall be maintained to a reasonable staffing level consistent with the traffic levels. It is not the intent to staff one board at a lower level just to be supplemented by another board.

**Note 3:** Nothing herein shall prevent the use of crews to perform work currently permitted by prevailing agreements, including but not limited to making multiple trips in turnaround service/hours of service relief in all directions out of a terminal as permitted by the Houston Hub Agreement.

**Note 4:** To facilitate the coverage of assigned vacancies the Carrier may create new board IDs for locals or yard jobs to ensure proper calling order.

**Note 5:** In the event a primary board is exhausted, and the secondary board is being used to protect a turn to the away from home terminal, the parties agree the employees on Day 1-10 on the secondary board will be used prior to using the employees on the secondary board on Day 11.

## **Implementation Plan – Houston Hub**

Based upon our discussions all assignments shall be open for bid, and all engineers will be required to place their bids for the assignment they wish to work. The bid process will be implemented in the following manner:

- By April 12, 2024, CMS will provide the Organization with the number of positions that will be assigned, including the number of positions in each work group.
- By April 19, 2024, CMS will provide the Organization with the proposed vacancies procedures for the newly established work/rest boards.
- On April 23, 2024, the Organization will provide the Carrier with the list of senior bidders to each position.
- On April 30, 2024, all positions will be assigned.
- The Organization will handle all notifications during the implementation process.
- Any movement of vacation during this implementation period will be communicated to CMS by the Local Chairman by April 26, 2024.
- In order to facilitate the transition, the blueprint board order, trade turns, old heads and self-service seniority moves will be suspended on April 23, 2024, for all of the existing boards listed above.
- To further facilitate the transition mandatory 4/1 and/or 5/1 work/rest will begin three (3) days prior to the implementation date.
- Employees on-duty or at the AFHT who upon implementation would be observing rest days (days 11-15 of work/rest cycle) will not be entitled to any trespass time or extension of rest days.

The BLET Local Chairmen that represent the affected locations of Houston Hub will be allowed off two (2) days to handle implementation process and two (2) days to gather bids/assign jobs. The Local Chairmen will need to coordinate the time off with CMS.

In the event that technical or service issues are identified that will delay the implementation dates listed above, the Director of Labor Relations will make notification to the General Chairman to make adjustments to the implementation dates as needed.

Any other issues that arise regarding the implementation will be discussed immediately between the General Chairman and the Director of Labor Relations so they can be handled in an expeditious manner. The parties acknowledge that there may be unanticipated operational issues. The parties commit to continuing to discuss and agree upon the most expedient way to provide coverage in those areas in the event disputes arise following implementation of the work rest boards in the Houston Hub per this Memorandum of Agreement.

**For the Carrier:**

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Craig G Ingrisano, Director Labor Relations

**For the Organization:**

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James Logan, General Chairman BLET

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Date