



Brotherhood of Locomotive Engineers and Trainmen

A Division of the Rail Conference-International Brotherhood of Teamsters

General Committee of Adjustment • Union Pacific Railroad - Northern Region
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March 27, 2019

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1393 Schletti Street
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Mr. Rick Farrell
Local Chairman - 848
916 Hamilton Street
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Re: Temporary Operations Agreement

Dear Brothers:

Attached is a copy of a Tentative Agreement that will allow the Carrier to establish temporary operating conditions for the Midwest, the Central 5 and the Eastern 1 Consolidated Seniority Districts in response to the flooding conditions in the Midwest. Among things, the Tentative Agreement provides for continuous held-away-from-home terminal pay, an increase in meal allowance, pay guarantees supplemented by bonus days for maintaining availability, overtime after 12 hours, and 48-72 hours' advance notice by the Carrier prior to restoration of normal operating conditions.

I have sent the Tentative Agreement to National President Pierce for review and he has found that nothing in the document conflicts with internal BLET law or BLET policy. It therefore, complies with GCR Section 42(c) and may be submitted to the affected membership for ratification pursuant to GCR Section 41(b).

Regarding how ratification is to be conducted, Section 41(b) states in pertinent part as follows:

Before any system or local collective agreements or a system or local change of scheduled rules can be agreed to or signed on behalf of the members of any railroad system in the United States, the general chairman must forward the proposed agreement to each local chairman of the division or divisions affected. The local chairman or chairmen will then poll the active membership attending the first regular or special

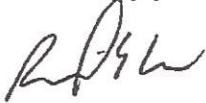
division meeting following receipt of such proposal and ascertain the wishes of the membership. The local chairman or chairmen will then cast a vote with the general chairman in accordance with the instructions of the division. The general chairman will be governed by the instructions of a majority of the local chairmen affected.

Given the facts and circumstances involved over this territory at the present time, pursuant to GCR Section 11(e), I will be exercising the GCA's GCR' Section 36(a) powers to permit the Carrier to implement the Tentative Agreement pending the outcome of the ratification vote. Of course, if the Tentative Agreement is not ratified by the membership the Carrier must restore the previous conditions as soon as possible.

Notwithstanding the above approval, it is noted that Article IV.C states that the agreement "will remain in effect for a period not to exceed thirty (30) days from the effective date [but] may be extended beyond thirty (30) days by mutual consent between the parties." Extending the Tentative Agreement beyond the agreed-upon period will require another GCR Section 41(b) ratification vote, and the agreement also must be resubmitted for another GCR Section 42 review and approval if any of the terms and conditions are changed as a result of the extension process.

At this time, please poll your membership as instructed above in Section 41(b) and cast your vote with this office.

Fraternally yours,



R.E. Crow
General Chairman, BLET

AGREEMENT

Between the

UNION PACIFIC RAILROAD

And the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN
(former C&NW Territory – Eastern 1, Central 5 and Midwest)

Temporary Operations Agreement

With the current service crisis related to the catastrophic flooding in the Midwest, the parties have agreed to modify operations in the Midwest, Central 5, and Eastern 1 Consolidated Seniority districts on the territories governed by the Brotherhood of Locomotive Engineers & Trainmen (BLET) Northern Region Committee of Adjustment (former C&NW Lines). Accordingly it is agreed the following will apply for thirty (30) days:

Article I: Pool and Extra Board Operations

- A. Pool freight boards will operate on a first-in/first out basis. Placement on the board will be determined by the tie-up time of the employee at the home and away from home terminals.
- B. For pool freight and extra boards, in the event an employee lays off, the turn/position will be placed at the bottom of the board upon mark up.
 - 1. For pool vacancies, if extra board is available, the turn will be run from the extra board. It will become a made up turn upon the owner marking up and the turn coming back to the bottom of the board.
 - 2. In the event the extra board is exhausted at the time of the vacancy, the pool turn will be dropped.
- C. All rules for adjustment and regulation of pools and extra boards are suspended. Crew Management Services (CMS) may make adjustments to pools and extra boards as needed depending on the needs of service. CMS will make every effort to communicate with the affected local chairmen regarding decisions to cut and add to boards.
- D. Rest periods & Holding turns
 - 1. Employees who have completed either their fourth or fifth consecutive start (subject to being counted as a start under RSIA, with less than 24 hours off between such starts) while assigned to a pool or extra board and at his or her home terminal will observe an off-duty period to permit a reset of consecutive work periods pursuant to the federal regulations, but in no case will the off-duty period be more or less than twenty-one (21) hours and one (1) minute for boards with a three-hour call, twenty-two (22) hours and one (1) minute for boards with a two-hour call, and twenty-two (22) hours and thirty-one (31) minutes for boards with a ninety (90) minute call. An engineer resetting his or her off duty period as

described above will not have their extra board guarantee reduced/offset, nor will such off duty period affect the qualification for payment of a bonus day.

2. While observing this additional off duty period the employee's position (turn) on the board continues to rotate in the customary manner and should it reach the first out position it will be held pending the expiration of the employee's off duty period.
3. That which constitutes a single or continuous trip/tour of duty (or, "start") under the FRA interpretation of the Hours of Service Laws pursuant to the 2008 Rail Safety Improvement Act (RSIA) will similarly constitute a single or continuous trip/tour of duty under the terms of this Agreement.
4. This Agreement applies to all extra boards operated within the territory outlined herein. Attachment "A" of this Agreement contains a list of all pool freight boards to which these provisions apply.

Article II: Standing Bids, Displacements, Pass Ups

- A. All jobs will be assigned by standing bids to the senior bidder with application on file. Employees will be required to electronically submit an application to CMS designating his/her first, second, third, etc., preference of assignment(s).
 - 1) Terminal of Assignment
 - 2) Specific CMS Pool or Board and position
 - 3) CMS ID of local, road switcher, or other assignment(s)
- B. Except for newly established assignments, all other permanent vacancies that occur shall be filled by the senior employee with an application on file with CMS.

Example 1: A crew is added to an existing pool; the vacancy will be filled by application.

Example 2: An extra board is increased; the senior employee with an application on file will be assigned.
- C. The vacancy will be promptly awarded to the senior applicant on file at the time the vacancy becomes known.
- D. Once an assignment is made pursuant to this agreement through the employee's application, the employee will not be allowed to rescind their application for that assignment while this Agreement is in effect.
- E. Newly established assignments will be advertised for a period of twenty-four (24) hours.

Example: An assigned work train is added at a terminal. This new assignment will be advertised for a period of 24 hours.
- F. If a position cannot be filled by application under this agreement, the most junior employee at the location who is either in displaced status in excess of the 12-hour bump period referenced in Section G or assigned to the protecting extra board, will be assigned to the position.

G. Displaced engineers must exercise their seniority within twelve (12) hours of proper notification by CMS of their being displaced, except where otherwise noted herein.

1. In the event an employee cannot be immediately contacted, proper notification will be considered as having been accomplished eight (8) hours from the time CMS calls all contact numbers listed in the employee's personal file in CMTS, one time each and leaving a message if possible and such attempts are so documented in the employee's work history, as well as CMS' placing an electronic message concerning the change of assignment in the employee's CMTS screen or portal, CMS actually speaking with or receiving a call back from the employee or the employee's acknowledging receipt of the electronic advisement will not be necessary to satisfy this requirement.

NOTE: Alternative electronic methods of contact (i.e. phone text, portal message, et.al.), may be used in lieu of phone contact and considered as proper notification pursuant to this paragraph. It is understood employees may accept notification prior to the (eight) 8 hour period referred to above.

2. For employees displaced while on duty or at the away-from-home terminal, the twelve (12) hour displacement period will begin at final tie-up/final release at the home terminal without the need for phone notification by CMS.
3. For employees displaced while unavailable (e.g. compensated or uncompensated layoffs, HOS rest periods, rest period extensions, vacation extensions, assigned rest days, RSIA rest periods, company business, union business, etc.), the twelve (12) hour displacement period will begin upon completion of such unavailability period. Nothing prohibits employees from accepting notification during such unavailable period.

H. All rules allowing employees to pass up or give up their assignments (including any "Sadie Hawkins" provisions) will be suspended for the duration of this temporary agreement.

Article III: Compensation/Lodging

A. The Pool Freight Boards will be guaranteed on a per half basis at the current road extra board rate of pay.

B. An employee assigned to a pool or extra board who remains marked up and available for service during this temporary agreement will receive the following additional compensation over and above the guarantee for each pay period:

- (1) An additional pro-rated bonus day of guarantee for the pay period.
- (2) An additional pro-rated bonus day of guarantee for each rest day observed during the pay period pursuant to Article I.D. above.
- (3) In the event an employee does not layoff for the duration of a pay period while this Agreement is in effect but does not observe any rest days pursuant to

Article I.D. above, he or she will be paid a minimum of one additional bonus pro-rated day of guarantee (in addition to the payment described in B(1)).

NOTE 1: Pre-approved compensated leave days will still be honored and will not count towards disqualification for the bonus guarantee payments for staying marked up and available in B (1) – (3) above.

NOTE 2: The parties agree that if the reason an employee did not qualify for the bonus payment in B(2) above is because he or she did not timely accept notification when bumped and excessive time was spent before placing him or herself on a new job, he or she will not qualify for the minimum payment described in B(3).

NOTE 3: The parties agree that upon implementing this Agreement if an employee goes into federally required rest (FR) because of starts accumulated prior to the implementation, he or she will not be disqualified from earning the bonus payments described in B (1) - (3) above. His or her guarantee will not be docked for the time spent in FR status, if he or she marks up and performs service following the FR event.

NOTE 4: Layoffs for union business (LU) by elected Local Chairmen will not count as an occurrence to disqualify the Local Chairmen from earning the bonus payments in B (1) - (3).

Q: To qualify for the payments outlined in B (1) - (3), will an employee have to remain marked up for the duration of the agreement to qualify?

A: The payments apply to employees who remain marked up for any pay period while the Agreement is in effect. An employee could qualify for payments in one pay period, but be disqualified in another pay period for laying off.

- C. For engineers working in METRA passenger service and the assigned freight pool from Proviso to Clinton, for each pay period for the duration of this Agreement, they will be paid an additional basic day if they do not layoff for that pay half.
- D. Any employee forced and/or chasing their seniority more than fifty (50) miles from home will be entitled to lodging for the duration of this temporary agreement. This applies to any engineers already forced and/or chasing their seniority more than fifty (50) miles away from home.
- E. Employees held away from home will be paid continuous held away pay after being at the away from home terminal for sixteen (16) hours until called on duty.
- F. The meal allowance at the away from home terminal will be increased to \$8.00. All other conditions remain the same.
- G. Engineers working on road freight service assignments which, due to the length of the run and pursuant to applicable National Agreement rules, overtime commences when the engineer's on-duty time is greater than twelve (12) hours shall for the duration of

this Agreement, have their overtime commence when their on-duty time is in excess of twelve (12) hours regardless of the length of the run.

Q-1: Does this section apply to employees who are working in local, road switcher, or work train service?

A-1: They will continue to be paid overtime if the miles of their trip divided by the miles per hour encompassed in the local, road switcher, and work train basic day (currently 12.5) exceed the total time on duty.

Article IV: Miscellaneous

- A. It is understood no claims will be filed or progressed regarding the interpretation or application of this temporary Agreement. During this period, should there be a dispute, it will be handled promptly between the highest designated Labor Relations Officer and the General Chairman.
- B. The Carrier will make every effort to notify the Organization 48 to 72 hours ahead of the return to normal business operations following the service crisis. After notification to the Organization, CMS will send a broadcast message to all employees to allow them to place standing bids on all assignments before return to normal business.
- C. This temporary agreement will remain in effect for a period not to exceed thirty (30) days from the effective date. This Agreement may be extended beyond thirty (30) days by mutual consent between the parties.

Signed this ____ day of _____, 2019.

FOR THE ORGANIZATION:

FOR THE CARRIER:

R.E. Crow
General Chairman; BLET

B.E. Wilderman
UPRR, Labor Relations

ATTACHMENT "A"

In addition to the extra boards for these territories, the following is a list of freight pools by territory to which this Agreement applies:

Eastern 1	Circ/Board
Proviso-Clinton	NZ021 RE80
JIT Turn	ZS042 RE84
JIT -Ft.Mad	ZS042 RE88
South Pekin-Clinton	SM198 RE86
W Chicago – Clinton	NZ030 RE85
Ft. Mad – Chicago	AT230 RE15

Midwest	Circ/Board
Clinton-MoValley	NZ140 RE31
Boone-Fremont	NZ335 RE33
Boone-Clinton	NZ335RE34
Boone-Mason City	NZ335 RE35
Eagle Grove	DD053 RE51
Mason City	DM136 RE54
Des Moines	DM255 RE36

Central 5	Circ/Board
St.Paul-Mason City	DM004 RE53
St.James-Sioux City	SX117 RE50
Valley Park-St.James	SX020 RE58



BUILDING AMERICA®

March 26, 2019

Mr. Richard Crow
General Chairman – BLET
501 North 2nd Street, Suite 2
Clinton, IA 52732

RE: Temporary Operations Agreement Side Letter #1

Dear Mr. Crow:

As we discussed today with regard to the implementation plan for the above-referenced agreement, the Organization is agreeable to implementing while the ratification process takes place. However, several items in the agreement can be implemented immediately while others need to be started at the beginning of the next pay period, which is April 1st. Per our conversation, the following provisions will go into effect beginning tomorrow, March 27, 2019:

- Art I. A. First in/first out
- Art I. B. Board Placement upon Marking Up
- Art I. C: Pool/Extra Bd Adjustment rules suspended
- Art II A: Standing Bid
- Art II, G: 8-hour notification if bumped, 12 hours to place bump
- Art III. D: Lodging
- Art III. E: Continuous Held Away Pay
- Art III. F: Held-Away Meal Increase
- Art III. G: OT after 12

The following provisions will go into effect beginning on Monday, April 1, 2019:

- Art I. D: 4/1 & 5/1 work rest cycle
- Art II. H: Pass-up rules suspended
- Art III. A: Guarantee for Pools
- Art III. B: Bonus day payments
- Art III. C: Incentive Pay for METRA & Assigned Pool

All of the above provisions will remain in effect until April 30, 2019, unless the agreement fails ratification prior to its conclusion or is extended by mutual agreement. (Hence, those provisions going into effect tomorrow will actually be in place for 35 days rather than 30 days.) If you are agreeable, please signify your concurrence by signing below.

Respectfully,

A handwritten signature in black ink, appearing to read "B. Wilderman", followed by a horizontal line extending to the right.

Beth Wilderman
Director – Labor Relations

R.E. Crow

Date