

# AGREEMENT

Between the

## UNION PACIFIC RAILROAD

And the

## BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

(Former Missouri Pacific Upper Lines)

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### **Standing Bid, Temporary Lodging, & Pool Freight Regulation**

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The following set of Agreements reflects the parties' intent to resolve issues of mutual concern on the former Missouri Pacific Upper Lines (MPUL) Central Region. These agreements pertain to the standing bid application process, temporary lodging for force-assigned engineers, and rules governing pool freight regulation. These agreements will supersede all previous agreements and/or modifications with respect to the applicable rules (if any) for the former MPUL Central Region. In the event of a conflict the provisions of these agreements will govern.

<b>AGREEMENT NO. 1 – STANDING BIDS</b>
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**ARTICLE I: Standing Bid Job Applications**

- A. Except for newly established yard, local, TSE/road switcher, and/or work train assignments, all engineer vacancies, including pool and extra board positions which are created or become vacant will be immediately filled by the senior engineer with an application on file with Crew Management.
- (1) Applications may be changed or withdrawn until assigned. Once assigned, the engineer must remain thereon unless displaced by a senior engineer, awarded a new bid by application, or otherwise vacates the assignment pursuant to applicable agreement provisions.
  - (2) Newly established yard, local, TSE/road switcher, and/or work trains will be bulletined by 1200 hours daily for a period not to exceed (120) hours. At the expiration of the bulletin the position will be awarded to the senior engineer with an application on file with Crew Management.
    - (a) This section will apply when an assignment is rebulletined due to a change in working conditions as set forth in the prevailing agreements (i.e. a change in the start time or rest days of an assignment).
    - (b) A displaced engineer will be (seniority permitting) eligible to exercise to any newly bulletined assignment for the duration of the

bulletin. It is understood this will constitute a bid for the bulletined assignment.

- (3) A senior engineer who is absent from service for the life of the bulletin for a **newly established** yard, local, pool, TSE/Road Switcher, or work train will be permitted to displace the assigned junior engineer so long as he/she declares "non-access" to the advertised position by the end of his/her first tour of duty after returning to service. This section does not apply to existing pools.
- B. Engineers will be permitted to place standing bids to specific turns in other pools and standing bids to other extra boards to which they **are not** currently assigned. Engineers **will not** be permitted to maintain standing bids for pools or extra boards to which they are currently assigned.
- C. Engineers are responsible for maintaining their standing bids and applications for regular assignments. Standing Bid Job Applications will include the priority of the assignment if more than one application/bid is being filed. Once an assignment is awarded, lower priority applications (lower than the one awarded) will be removed from the system and it will be incumbent on the engineer to reapply for those positions should he/she so desire. In addition, the following will be included when submitting bids/applications:
  - (1) Terminal of the assignment
  - (2) Circ7(s), Board ID(s), Turn ID(s) if applicable, and/or Job ID(s)
  - (3) Bulletin number for new yard, local, TSE/road switcher, and work train assignments (if applicable)
- D. Permanent vacancies that are created by what is known to be an extended absence (excluding vacation) of fifteen (15) days or more will be immediately filled (on the first day) by the senior engineer with an application/bid on file.
- E. In the event a position cannot be filled by either application or bid under this agreement Crew Management will:
  - (1) Assign the senior demoted engineer to the open position. Additional travel/reporting time will be given to an engineer force assigned once he/she is successfully notified under the following conditions:
    - a) None if the position is 0-30 miles from his/her residence of record.
    - b) 24 hours if the position is 31-100 miles from his/her residence of record.
    - c) 48 hours if the position is 101-200 miles or more from his/her residence of record.

- d) 72 hours if the position is 201 or more miles from his/her residence of record. In the event the engineer is afforded Carrier provided lodging at the location to which forced assigned he/she will be required to report with 48 hours of being successfully notified.
- (2) An engineer assigned under this Section E will be responsible for providing Crew Management his/her permanent address of record for the purpose of determining if/when additional reporting time will be granted. When additional reporting time is granted, the engineer will be automatically marked up and subject to call at the expiration of the authorized travel time. Should an engineer desire to report in advance of the allotted travel time, he/she will be required to inform Crew Management in advance when they will report.

**ARTICLE II: Displacement Process/Reducing Positions**

- A. An engineer who obtains displacement rights, must exercise this right within 48 hours of the time he/she is successfully notified.
- (1) In the event the engineer is displacing to an assignment more than 30 miles from his/her current reporting point, the engineer will be required to notify Crew Management of his/her desire to displace to the outlying point within the requisite (48) hours in accordance with Article X, Q&A 2 of the 1996 BLET National Agreement. It is understood this provision does not modify the additional (72) hours [to report] under existing agreement provisions. However, an engineer electing to report in advance of the (72) hours referenced herein will be required to inform Crew Management in advance when they will report.
  - (2) A guaranteed extra board engineer who is displaced and subsequently exercises his/her seniority to another guaranteed extra board within (3) hours of the first attempted notification will not have his/her guarantee offset for the time so displaced.
    - (a) An engineer under Section A (2) above, will not lose his/her right to the guarantee "Bonus Day" provided there are no other disqualifying conditions.
    - (b) "First attempted notification" refers to all available phone numbers on file for contacting an engineer. The (3) hours will be measured from the time the last number is called (for the first time) by Crew Management. For engineers who are on-duty or at the away-from-home-terminal, the (3) hour measurement will begin upon tie-up at the home terminal.

- B. An engineer who fails to exercise his his/her displacement right within 48 hours will, seniority permitting, displace the junior most engineer in the Hub. It is understood the provisions of Article I, Section E will apply.
- C. When a reduction is necessary on a pool or extra board, the senior engineer(s) with a request on file to "be cut" will be reduced first. Absent any requests to be cut, the junior most engineer(s) will be reduced.

**ARTICLE III: General Provisions**

- A. For purposes of this Agreement an engineer will be considered successfully notified when one of the following occurs:
  - (1) Acknowledges notification via a Crew Dispatcher (excluding leaving a message).
  - (2) Acknowledges notification via the Automated Voice Response System (AVR).
  - (3) Acknowledges notification via the CMTS Messaging System (i.e. portal, broadcast, email, or other electronic means).
  - (4) An engineer who is at his/her home terminal, who is not in a laid off status, and who is not observing mandatory rest under the Hours of Service Law, will be considered as having been successfully notified of his/her displacement after the expiration of 24 hours from the first attempted notification.
  - (5) This does not preclude the use of other communication means as they become available.

**AGREEMENT NO. 2 – TEMPORARY LODGING**

**ARTICLE I: Temporary Lodging**

- A. Effective with the date of implementation Engineers who, as a result of their seniority are forced to protect service at locations 100 miles or more from the switching limits of their assigned home terminal (the initial location from which they were forced) will be afforded temporary lodging as set forth herein.

**NOTE:** Force assignment between Alexandria (C 525) and/or Monroe (C 625) and Saint Louis (MX001/C 015) and/or Salem (ZC252) will be considered an exception to the 100 miles or more requirement set forth in Section A above.

B. Eligibility

- (1) The engineer must be forced to a new position (e.g. adding positions/turns to a pool or extra board) assigned by Crew Management from their assigned home terminal (as determined by their place of residence on their personnel record). This provision excludes engineers exercising their displacement rights in accordance with Agreement No. 1, Article II.

**NOTE:** For purposes of this Agreement and to be eligible for temporary lodging, an engineer will be considered "force assigned" when by virtue of his/her seniority he/she would otherwise be forced to displace the junior most engineer at an outlying location meeting the mileage parameters herein.

- (2) Upon successful notification of the assignment to which forced, the engineer must report within (48) hours.
- (3) The eligible engineer will be required to check out on assigned rest days, when observing personal leave and/or vacation days, federally required off days (FR or FZ), working to an Away-From-Home-Terminal (AFHT), or laid off for any other reason (excluding compensated "other company service" at the location where force assigned).
- (4) This Article *will not apply* to an engineer who voluntarily exercises his/her seniority to other locations or outlying points.
- (5) This Article *will not apply* to an engineer who fails to return to his/her "home terminal" at the first available opportunity unless otherwise outlined herein.
- (6) This Article *will not apply* to an engineer who is subsequently cutback to train service and elects to remain at the location force assigned as an engineer or forced assigned as a trainman.

**ARTICLE II: General Provisions**

- A. The maximum number of stays will not exceed a combined total of (75) in a calendar year. Nor will this number "reset" each time an engineer is forced from his/her home terminal.
- B. An engineer who improperly charges the Carrier for lodging will be held accountable for the full amount incurred by the Carrier up to and including full reimbursement for the improperly charged lodging expense. It is further understood an engineer identified under this Section will not be exempt from disciplinary action.

## AGREEMENT NO. 3 – POOL FREIGHT REGULATION

### ARTICLE I: Pool Board Regulation

#### A. Regulation and Adjustments

- (1) Pool freight boards (ID and non-ID) will be regulated on starts. Starts are defined as any terminal to terminal run whether working or deadhead, deadhead/combined with service, “flips”, or turn-around, and whether performed by a made-up or an assigned turn in the pool.
  - (a) Monthly start bands for existing runs will be based on the current mileage parameters of the run. Attachment A to this Agreement (for purposes of implementation) lists the freight pools and their associated start bands.
  - (b) New runs established after implementation will be governed by this Agreement. The parties will jointly determine the monthly starts band based on the one-way mileage of the new run. It is understood that for initial implementation of a new run, the starts band should be commensurate with pre-existing pools with similar mileage and operational characteristics.
  - (c) “Flips” (a turn operating to and from the away-from-home terminal during a single tour of duty) or trips paid the equivalent of two trips will count as two (2) starts for purposes of regulation. It is understood hours of service relief performed in accordance with the 2009 Agreement, will continue to count as one (1) start for purposes of regulation.

#### B. Pools shall be regulated as follows:

- (1) Pools will be regulated on a weekly basis (Tuesdays) with a twenty (20) day check period (look-back) from the previous two days (i.e. Sunday).
- (2) Pools shall be adjusted no more than once per week and adjustments (additions/reductions to the pool) will only be made if a pool is operating outside of its specified start band as listed on Attachment A (or as modified by Article II herein). The adjustment will be made to the mid-range of the specified start band of the pool.
- (3) The prorated monthly starts of a pool shall be calculated by multiplying the number of starts during the check period by 1.5 and then dividing this number by the total number of assigned turns. The monthly starts band is subject to adjustment in accordance with Article II herein.

- C. The parties recognize there will be circumstances such as reroutes, derailments, scheduled track maintenance, weather, holiday slowdowns/shutdowns, etc., that may cause abnormal fluctuation in a pool. In these instances, the parties will work together to ensure operational obligations are met and the assigned engineers are afforded work opportunities proportionate to the measurements and objective standards set forth in Article II herein.

Example: Due to an abnormal influx (or absence) of traffic operating over a particular pool's run, the parties may elect to use a 10 day check period (look-back) to minimize the long term effect of the traffic variability.

- D. It is understood this Article does not establish any type of pool guarantee or assured earnings. Nor does this Article infer or mandate any type of "shop average" work minimums or attendance standards/expectations.

#### **ARTICLE II: Implementation and Adjustment of Start Bands**

- A. The regulation method outlined in this agreement is intended to meet operational obligations, achieve manpower stability, provide consistent work opportunities, and provide appropriate measures to reduce fatigue experienced by MPUL engineers. The monthly start band range for a pool will be subject to adjustment once every 30 days by taking into account the following measurement criteria:
- (1) Weekly up/down adjustments
  - (2) Average time off between on duty starts for assigned engineers in the pool.
  - (3) Number of made-up turns in a pool
  - (4) Number of dropped turns in a pool
  - (5) Trains held for engineers
  - (6) Variability of work opportunities for pool turns month to month
  - (7) Protection of pool turn assignments by the permanently assigned engineer
- B. To ensure the long-term success of this Agreement, the parties commit to establishing baseline measurement criteria by which a pool may be reviewed. It is understood this does not serve to automatically trigger adjustment to the starts band range and any adjustment will be mutually agreed to by the General Chairman and Crew Management. During the one (1) year transition period this process will also include the Director, Labor Relations.
- C. The parties understand that the start bands listed in Attachment "A" reflects a starting point in regulating freight pools and will be subject to adjustment as set forth within this Article.

#### **ARTICLE III: General Provisions**

- A. Conflicts arising out of the interpretation of the terms and conditions of this Agreement during the transition period(s) will first be subject to discussion between the General Chairman and the Director, Labor Relations.

## AGREEMENT NO. 4 – CANCELLATION & OTHER PROVISIONS

The parties agree that the following stand alone conditions shall equally apply to Agreement Nos. 1, 2 and 3 as provided within this document.

### ARTICLE I: Cancellation Provisions

- A. Agreement Nos. 1, 2 and 3, as contained herein will remain in effect for a period of one (1) year from the date of implementation. Either party may elect to cancel this set of agreements by serving an advance written notice no earlier than (45) days of the expiration date. Should a cancellation notice be served, the parties agree they will meet and discuss the issue(s) giving rise to the cancellation within the (45) days outlined herein.
- B. Should the parties be unable to resolve the issues giving rise to the cancellation, all previous agreements and/or modifications with respect to the applicable rules modified herein will be placed back into effect. Issues regarding the transition to any and all former rule applications will be resolved between the General Chairman and the Director, Labor Relations.
- C. After the one (1) year period and absent a cancellation notice as outlined in Article I above, the terms and conditions contained with the set of these agreements will be considered permanent. Any subsequent modification(s) and/or cancellation will require mutual agreement by the parties' signatory hereto.

### ARTICLE II: Other Provisions

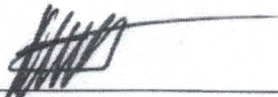
- A. The date of implementation referenced within the set of agreements outlined herein will be July 1, 2015.
- B. Should a dispute arise over the terms and conditions set forth herein, the matter will be promptly discussed between the General Chairman (or designee) and Director, Labor Relations (or designee). During the transition period this step must occur before any time claims are appealed in connection with the interpretation or application of this Agreement.
- C. After the expiration of the one-year transition period, any dispute regarding the interpretation or application of this Agreement will be handled in accordance with the Claims Handling Agreement between the parties. [See exception under Agreement No.3, Article III (A)].
- D. Once the terms of Article I, Section A take effect, all claims of record involving pool regulation will be considered withdrawn by the Organization in their entirety.



- E. During the transition period outlined in these sets of agreements, the parties jointly commit to one another to work towards resolution of additional issues or disputes as outlined in Attachment "B".
- F. Except as specifically set forth herein, no other Agreement rules, practices, or interpretations are changed by the terms of this Agreement. In the event there is a conflict, the terms of this Agreement will prevail.

Signed this 19 day of June 2015.

**FOR THE ORGANIZATION:**

  
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R.E. Rhodes  
General Chairman, MPUL BLET

**FOR THE CARRIER:**

  
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E.N. Dewald  
Director, Labor Relations

  
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Kyle Bagby  
Vice General Chairman, MPUL BLET

Attachment "A" to Agreement No. #3

<u>Pool</u>	<u>Basic Pool Miles</u>	<u>Start Band</u>
Kansas City – Council Bluffs/Des Moines	211	17-19
Kansas City – Fort Madison	227	16.5-18.5
Kansas City – Marysville	156	23.5-25.5
Kansas City – Jefferson City	161	22-24
Kansas City – Coffeyville	198	19-21
Monroe – Livonia	178	19-21
Pine Bluff – Longview/Shreveport	238	15-17
North Little Rock – Dexter	215	16.5-18.5
North Little Rock – Memphis	150	22-24
North Little Rock – Monroe	201	17-19
North Little Rock – Van Buren	152	22-24
St. Louis – Dexter	189	21-23
St. Louis – Jefferson City	133	23-25
St. Louis – Villa Grove/Bloom./So. Pekin	159	21.5-23.5
St. Louis – Joliet	258	
Dexter – Memphis	178	19.5-21.5
Villa Grove – Chicago	132	22-24
Salem – Dexter	174	20-22
Salem – Villa Grove	130	23-25
Salem – Chicago	235	15.5-17.5

## Attachment "B" to this set of Agreements

The parties understand that the issues addressed within this set of agreements are representative of a larger body of disputes that have been the subject of ongoing discussions. While not exhaustive, a list of additional topics of interest is included herein. The parties jointly commit to discuss these topics as expeditiously and conclusively as possible. These discussions may be considered within the current mediation efforts or handled outside of mediation:

1. Consolidation of Zone Extra Boards in each Hub and/or non-merged territory
2. Clarification/Modification to the 2009 Hours of Service Relief Agreements for each Hub.
3. Clarification/Modification to the Article 36 of the MPUL BLET Agreement (Eating)
4. Clarification of process for temporary vacancies (e.g. oldheading)
5. Blue print rotation for pool boards
6. Work Rest Initiatives
7. Vacancy Procedures (Step-up pilot initiatives)
8. Holiday pay for road engineers

Whenever possible, the parties should be guided by the overall objectives of improving the efficiency of the Carrier's operations, increasing manpower availability and ensuring that employees are treated fairly and equitably under any proposed agreement.