

**MEMORANDUM OF AGREEMENT
#1609309755**

**between the
UNION PACIFIC RAILROAD COMPANY**

**for the territory
CHICAGO AND NORTH WESTERN**

**and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

ABSENCE FOR UNION BUSINESS

Section 1. EMPLOYEES ELIGIBLE TO BE ABSENT FOR UNION BUSINESS

For each BLE local committee, the following BLE Officials, if working as locomotive engineers, shall be entitled to be absent in order to conduct necessary union business (local lodge meetings, acting as representative at disciplinary hearing, and other similar related matters):

- A.....Local President
- B.....Local Secretary Treasurer
- C.....Local Chairman

No other locomotive engineer shall be entitled to be absent for union business reasons except on special request by the General Chairman and with the approval of the Carrier (either Labor Relations or the CMS Director).

Section 2. HOLDING TURN FIRST OUT AT HOME TERMINAL

The above listed engineers when absent for union business, if assigned to an extra board or freight pool, will be permitted to hold their position/turn first out until they resume service. That is, the position/turn will continue to rotate in the normal order until the BLE Official returns to service or until the position/turn rotates to first out and then it will stay first out until the BLE official returns to service and works.

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After the BLE official works a trip from first out position as prescribed in this Section 2, that individual will be restored to the same relative standing held at the time of the initial layoff on Union Business (placed between the engineers the BLE Official was between at the time of the layoff).

Section 3. MOVING TURN AT AWAY-FROM-HOME TERMINAL OR HOME TERMINAL

In lieu of the procedures described in Section 2 hereof a BLE Official covered by this agreement, if assigned to a freight pool, will be permitted to move their turn forward a sufficient number turns at the away-from-home terminal to insure a return to the home terminal in time for the required union business. Alternatively, an engineer covered by this agreement will be permitted to move their turn either forward or backward at the home terminal to insure availability for the required union business. The objective of this section is to provide union officers with maximum flexibility.

NOTE: *The engineer involved must make a choice between use of Section 2 and one of the options in Section 3 for each union business lay-off. It will not be permissible to use both sections in connection with any single layoff under this agreement.*

Section 4. REDUCTION OF GUARANTEES

It is understood that union business absences will result in the reduction of any applicable guarantees and/or incentive days pursuant to the terms of the applicable guarantee agreement(s).

Section 5. TRADING JOBS

The BLE officials identified in Section 1 hereof, if regularly assigned to yard/road switcher or local service shall be permitted to trade assignments to be available for union business if another engineer is willing to trade. The engineers involved will trade back to their original assignments at the conclusion of the union business. Any such temporary trades will be without additional expense to the Company.

Section 6. NO CLAIMS OR GRIEVANCES

No claims will be filed or progressed as a result of application of this agreement.

Section 7. EFFECTIVE DATE

This agreement shall become effective _____. Any rule, understanding and/or agreement in conflict with this agreement shall be considered canceled and/or superseded as of the effective date of this agreement.

Section 8. CANCELLATION CLAUSE

This agreement may be canceled at any time by either party service a thirty (30) day notice of cancellation upon the other.

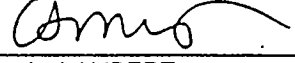
Signed this 11th day of Nov, 1997

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**



B. D. MAC ARTHUR
General Chairman - BLE

**FOR THE UNION
PACIFIC RAILROAD COMPANY:**



L. A. LAMBERT
General Director - Labor Relations

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