

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

And the

Brotherhood of Locomotive Engineers & Trainmen

(Northern Region - CNW)

Temporary Lodging, Displacements & Notifications Pilot Agreement

The following reflects the parties' intent to temporarily resolve issues of mutual concern on the CNW Territory pertaining to temporary lodging, displacements and notification. It is agreed for the remainder of the 2022 calendar year:

I. Temporary Lodging

A. Eligibility:

- 1) Engineers who, as the result of their seniority, are forced to protect service at locations greater than 100 miles from their assigned home terminal, will be afforded temporary lodging. The assigned home terminal will be the location from which the Engineer is initially forced. Mileage will be measured from the designated switching limits of the Engineer's assigned home terminal in rail miles to the switching limits of the location to which forced. An engineer is considered "force assigned" when he/she is set up in engine service to a location more than 100 miles from their assigned home terminal or is unable to hold an engineer position within 100 miles of his/her assigned home terminal.

Example 1: Engineer Jones assigned home terminal is Mankato, Minnesota. Engineer Jones is force assigned to Sioux City, Iowa because an engineer position there went "no-bid," and Engineer Jones was the senior cutback engineer in the seniority district. Because Sioux City is greater than 100 miles from Mankato, Engineer Jones qualifies for temporary lodging at Sioux City.

Example 2: Engineer Jones assigned home terminal is Boone, Iowa. Engineer Jones is displaced at Boone and the only other location he can hold a position in engine service is Des Moines, Iowa where he exercises his

seniority to displace on an engineer position there. Because Boone is less than 100 miles from Des Moines, Engineer Jones does not qualify for temporary lodging.

Example 3: Engineer Jones' assigned home terminal is Boone, Iowa. Engineer Jones is displaced at Boone and can no longer hold an engineer position there. He is senior to engineers in Des Moines and Cedar Rapids, Iowa. Engineer Jones exercises his seniority to an engineer position in Cedar Rapids. Because Engineer Jones could have exercised his seniority to a position in Des Moines, which is less than 100 miles from Boone, Engineer Jones does not qualify for temporary lodging in Cedar Rapids even though it is over 100 miles from Boone.

- 2) Upon successful notification of the assignment to which forced, the Engineer must report within forty-eight (48) hours.
 - 3) An Engineer will not be eligible for the lodging benefit provided in this Agreement when working to an Away-From-Home-Terminal (AFHT) location.
 - 4) Engineers who voluntarily exercise their seniority are not eligible for temporary lodging.
- B. Eligible Engineers qualifying for temporary lodging under terms and conditions specified herein are limited to a total of seventy-five (75) days in the calendar year from the initial time of arrival or until such time the Engineer is released to return home, whichever occurs first.
- 1) The maximum number of days will not exceed a combined total of seventy-five (75) nights in the calendar year.
 - 2) An Engineer's failure to return home at the first opportunity will disqualify the Engineer from continuing to receive temporary lodging.
 - 3) An Engineer who is subsequently cut back into train service at the location force assigned will disqualify the Engineer from continuing to receive temporary lodging.
 - 4) Engineers must know whether they qualify for lodging under the terms of this Agreement and may be held accountable for up to the amount of actual expenses incurred if lodging is improperly charged to the Carrier's account. It is further understood an Engineer identified in this section will not be exempt from potential disciplinary action.

II. Reverse Lodging

- A. Reverse lodging may be granted to employees making such request on a case-by-case basis with mutual agreement between the General Chairperson and the Director of Labor Relations.
- B. Employees granted reverse lodging in accordance with Section A will be subject to the following conditions:
 - 1) The maximum number of days will not exceed a combined total of seventy-five (75) nights in the calendar year.
 - 2) Employees must have their own transportation to and from the hotel and the on-duty location.
 - 3) Employees will be entitled to the appropriate away from home terminal meal expenses as allowed under the parties' applicable agreement provisions; however, the away from home meal payment will be paid on the trip from the actual away-from-home-terminal.
 - 4) Employees must check out of the lodging facility when working to their away-from-home-terminal.
 - 5) Employees may be required to provide proof of residence in order to be granted reverse lodging.

III. Displacement & Notifications

- A. Displaced engineers must exercise their seniority within forty-eight (48) hours of proper notification by CMS of their displacement, except where otherwise noted herein.
- B. 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. Such attempts will be documented in the employee's work history, as well as CMS placing an electronic message in the employee's CMTS screen or portal. CMS actually speaking with the employee, receiving a call back from the employee, or the employee's acknowledgment 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.

- C. For employees displaced while on duty or at the away-from-home terminal, the forty-eight (48) hour displacement period will begin at final tie-up/final release at the home terminal without the need for phone notification by CMS.

- D. 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 forty-eight (48) hour displacement period will begin upon completion of such unavailability period. Nothing prohibits employees from accepting notification during such unavailable period.
- E. Should an engineer not place within the forty-eight (48) hours, he or she will be placed to open jobs in the following order:
- 1) Any extra board where the Engineer can hold seniority at the same location they were assigned when displaced provided Crew Management is adding positions to said board.
 - 2) Any extra board where the Engineer can hold seniority to the next nearest location provided Crew Management is adding positions to said board.
 - 3) Any vacant regular assigned pool, local, road switcher, work train, yard job at the discretion of Crew Management.

NOTE: Such positions will still be advertised or open for bid and will be awarded to the most senior bidder/applicant per schedule rules; however, the displaced employee may ride the bulletin until such time as the job is awarded to a more senior bidder. If none, the displaced employee will be considered to have bid the position when assigned per this Article III, Section E(3) and will remain assigned thereto until displaced or successfully bidding another position.

IV. General Provisions

- A. If there is any conflict between an existing schedule rule, agreement and/or understanding and a provision in this Agreement, the provisions of this Agreement shall apply.
- B. This Agreement is made without prejudice to the position of any party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution. This Agreement will expire at the end of 2022 unless there is a mutual agreement to extend in writing between the Parties. Either party may cancel this Agreement prior to the end of 2022 by serving a 15-day written notice.

This Agreement is effective on the 7 day of July, 2022.

For the BLET



Richard E. Crow
General Chairman – BLET

For the Union Pacific Railroad



Beth Wilderman
Director Labor Relations