

# MEMORANDUM OF AGREEMENT

Between

**UNION PACIFIC RAILROAD COMPANY**

And

**THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN**

**Western Region – Portland Zone 2**

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The Carrier and the General Chairman have jointly selected the Portland Hub Zone 2 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.

## **Board Definition**

1. The OT161 RE21/XE21 (Spokane – Eastport) will be combined into one board established as the OT161 XE22. Engineers on days 1-10 of the work/rest cycle, as defined by Article I, Section B(1)(a), will be used as prescribed in the Agreement. Engineers on day 11, as defined in Article I, Section B(1)(b), will be used as prescribed in the agreement. The XE22 will be the primary source of supply for any unassigned extra service at Spokane, Hours of Service Relief/Turnaround service and any assigned vacancies at or between Spokane and Eastport currently protected by Spokane as prescribed by Article I, Section B of the agreement. When the XE22 is exhausted, engineers on the XE23 (Spokane – Hinkle) will be used to protect any work primarily protected by the XE22. In the event an XE23 engineer is used on their 11<sup>th</sup> day to protect out of town work on the XE22 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.
2. The OT161 RE23/XE21 (Spokane – Hinkle) will be combined into one board established as the OT161 XE23. Engineers on days 1-10 of the work/rest cycle, as defined by Article I, Section B(1)(a), will be used as prescribed in the Agreement. Engineers on day 11, as defined in Article I, Section B(1)(b), will be used as prescribed in the Agreement. The XE23 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between Spokane and Ayer currently protected by Spokane as prescribed by Article 1, Section B of the agreement. When the XE23 is exhausted, engineers on the XE22 (Spokane – Eastport) will be used to protect any work primarily protected by the XE23. In the event an XE22 engineer is used on their 11<sup>th</sup> day to protect out of town work on the XE23 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.

3. The OX486 RE27/XE25 (LaGrande – Hinkle) will be combined into one board established as the OX486 XE27. Engineers on days 1-10 of the work/rest cycle, as defined by Article I, Section B(1)(a), will be used as prescribed in the Agreement. Engineers on day 11, as defined in Article I, Section B(1)(b), will be used as prescribed in the Agreement. The XE27 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between LaGrande and Hinkle currently protected by LaGrande as prescribed by Article 1, Section B of the agreement. When the XE27 is exhausted, engineers on the XE26 (LaGrande – Nampa) will be used to protect any work primarily protected by the XE27. In the event an XE26 engineer is used on their 11<sup>th</sup> day to protect out of town work on the XE27 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.
4. The OX486 RE25/XE25 (LaGrande – Nampa) will be combined into one board established as the OX486 XE26. Engineers on days 1-10 of the work/rest cycle, as defined by Article I, Section B(1)(a), will be used as prescribed in the Agreement. Engineers on day 11, as defined in Article I, Section B(1)(b), will be used as prescribed in the Agreement. The XE26 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between LaGrande and Huntington currently protected by LaGrande as prescribed by Article 1, Section B of the agreement. When the XE26 is exhausted, engineers on the XE27 (LaGrande – Hinkle) will be used to protect any work primarily protected by the XE26. In the event an XE27 engineer is used on their 11<sup>th</sup> day to protect out of town work on the XE26 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.

**Note 1:** The boards established above will be operated on a first in/first out basis pursuant to Article I, Section E (1).

**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 in the BLET Portland Hub Zone 2 Agreement at Article IV, Section A(1) and (3).

**Example:** An engineer on the XE22 work rest board is called on Day 11 of the work cycle to perform Hours of Service relief on a train between Spokane and Eastport. Following delivering this train into Spokane, the XE22 engineer may

be required to travel south to relieve a train that died between Spokane and Hinkle and bring it into Spokane even with available engineers on the XE23.

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

**Example:** At Spokane currently the LIT42 and LIT50 are assigned to the AE21. However, the Carrier may move each local to a new board that corresponds with the direction that the local runs in order to ensure the proper boards created by this agreement are called in the correct order as intended to fill assigned vacancies when they occur.

**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 - Portland Hub Zone 2**

Based upon our discussions all assignments within the Portland Hub Zone 2 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 1/25/2024, CMS will provide the Organization with the number of positions that will be assigned, including the number of positions in each work group.
- By 1/25/2024, CMS will provide the Organization with the proposed vacancies procedures for the newly established work/rest boards.
- On 2/2/2024, the Organization will provide the Carrier with the list of senior bidders to each position.
- On 2/6/2024, 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 the week prior to 2/6/2024.
- In order to facilitate the transition, the blueprint board order, trade turns, old heads and self-service seniority moves will be suspended on 1/30/2024 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.

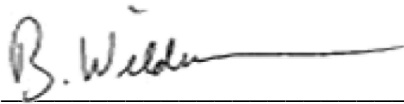
- Employees on-duty or at the AFHT who upon implementation would be observing rest days (days 11-15 of work/rest cycle) will not be entitled to any trespass time or extension of rest days.

The BLET Local Chairmen that represent the affected locations of Portland Hub Zone 2 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.

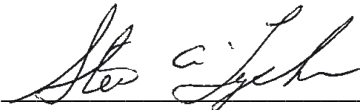
Any other issues that arise regarding the implementation will be discussed immediately between the General Chairman and the Director of Labor Relations so they can be handled in an expeditious manner. The parties acknowledge that there may be unanticipated operational issues resulting from protecting the work previously covered by one extra board in Spokane and LaGrande (the former XE21 and XE25 extra boards) with two different boards each at Spokane and LaGrande. 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 Portland Hub Zone 2 per this Memorandum of Agreement.

For the Carrier:



Beth Wilderman, Director Labor Relations

For the Organization:



Steven Leyshon, General Chairman BLET

1/24/2024

Date