

**MEMORANDUM OF AGREEMENT**

**between**

**UNION PACIFIC RAILROAD COMPANY**

**and the**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN  
(Western Region)**

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**TEN-HOUR UNDISTURBED REST AT  
HOME TERMINAL AND AWAY-FROM-NODE TERMINAL RULE**

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Union Pacific Railroad Company ("UP") and the Brotherhood of Locomotive Engineers and Trainmen ("BLET") agree to extend rest periods at home and away-from-home terminals to ten undisturbed hours for employees assigned in pool (unassigned) freight service or to mad/combo combination extra boards.

Accordingly, **IT IS AGREED:**

1. **UNDISTURBED REST AT HOME AND AWAY-FROM-HOME TERMINALS**

A. Except as specifically provided in Article II hereof, the rest period at the home and away-from-home terminals for employees assigned to, or working in, pool (unassigned) freight service or to road or combination extra boards shall be governed by the following:

1. An employee completing his or her tour of duty (tied-up) at his or her home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work out of the home terminal until expiration of the ten-hour undisturbed rest period.
2. An employee completing his or her tour of duty (tied-up) at his or her away-from-home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work out of the away-from-home terminal until expiration of the ten-hour undisturbed rest period.

**NOTE 1:** UP may contact an employee during the ten-hour rest period to advise of the abolishment or annulment of his or her assignment, displacement from a job (bumped), assignment to a new position/job, an emergency or other notice or contact required by existing Agreement rules. An employee contacted under the circumstances

identified in this (Vote shall not have his or her rest period curtailed as a result of this call/contact nor shall said call/contact entitle the employee to an extended rest period or start a new rest period - i.e., the rest period of an employee contacted pursuant to this (Vote shall not be affected in any manner by the call/contact.

**NOTE 2:** An employee who is displaced during the rest period provided pursuant to this Agreement shall be afforded the option to forego the additional rest provided by this Agreement over and above that provided in the federal Hours-of-Service Act if necessary to protect the assignment the employee places on. The involved employee must inform CMS at the time he or she exercises his or her displacement of the intent to forego, in the limited and specific circumstance described in this Note 2, the additional rest afforded by this Agreement.

**NOTE 3:** In applying the provisions of this Agreement, a combined service and deadhead trip shall be considered as a working trip.

3. This Agreement shall not preclude UP from giving an employee a "four-hour release" (also known or referred to as an "interim release," a "four-hour or more release," or "aggregating service") in accordance with existing legal and collective bargaining agreement requirements, if any.

**NOTE:** An employee who is being given a "four-hour release" (e.g., an "interim release", a "four hour or more release," "aggregating service," etc.) must be advised of such prior to his/her release from service on his/her current trip.

4. The rest period provided pursuant to this Article I, Section A shall commence coincident with the employee's completion of his or her tour of duty and shall run concurrent with the rest period provided pursuant to the Hours-of-Service Act.

Existing Agreement rules, or those portions thereof, that provide employees with an opportunity or election to take a rest period at the home terminal or away-from-home terminal that is less than that provided in Section A of this Article I shall be inapplicable and of no future force or effect.

**NOTE:** The parties specifically intend that only the portions) of existing rest rules that allow employees to take a rest period at the home terminal or away-from-home terminal for a period greater than that afforded by this Agreement are to remain in effect following implementation of this Agreement.

**EXAMPLE:** An existing rule gives employees assigned to a freight pool an option to take a rest period at the home terminal of 8 undisturbed hours, 10 hours (no undisturbed rest), 10

undisturbed hours, 12 hours (no undisturbed rest) or 12 undisturbed hours. If the call time at the location is 2 hours (or less), the "8 undisturbed hours" and "10 hours (no undisturbed rest)" options of this rule would not be available to an employee covered by this Article I because the options would give the employee a rest period at the home terminal less than what they would receive from this Agreement -- i.e., 10 undisturbed hours rest.

**QUESTION:** Are there any situations or circumstances in which an employee covered by this Article I can or will receive less than ten undisturbed hours rest at his or her home or away-from-home terminals?

**ANSWER:** Unless the employee is aggregating his or her service (e.g., given a "four-hour release," a "four-hour or more release or an "interim release") or the option set forth in Article 11, below, has been exercised, no employee covered by this Article I will be given a rest period at the home or away-from-home terminals of less than ten undisturbed hours.

## **II. OPTION FOR EIGHT UNDISTURBED HOURS REST IM LIEU OF TEN UNDISTURBED HOURS REST AT AWAY-FROM-HOME TERMINAL,**

**A.** The away-from-home terminal rest period specified in Article 1, Section A, Paragraph 2, above, may, at BLET's option, be reduced for a specific freight pool, and all runs protected by said pool, from ten undisturbed hours to eight undisturbed hours, subject to the conditions set forth below:

1. The away-from-home terminal rest period shall be the same for all employees working on any run(s) protected by the involved freight pool -- i.e., ten undisturbed hours or, if the option set forth in this Article II is exercised, eight undisturbed hours.
2. Except for the change in the duration of the undisturbed rest period at the away-from-home terminal, all other provisions of this Agreement are unaffected by BLET's exercise of this option.

**B.** The exercise of the option set forth in this Article II shall be governed by the following:

1. This option may be exercised no sooner than sixty days following the effective date of this Agreement.
2. The exercise of this option or the execution of an agreement to return the away-from-home terminal rest period to ten undisturbed hours may be made only once in a twelve-month period.
3. The General Chairperson must advise UP in writing of its desire to exercise this option. Said notice must identify the involved freight pool(s) and propose a suggested effective date for the involved

change(s). UP and BLET will agree on the effective date for the change(s), which will not be more than thirty days from the date of BLET's notice. The BLET Local Chairman shall be responsible for advising affected employees of the change in the away-from-home terminal rest period.

**QUESTION:** Will the additional rest time provided pursuant to this Article 11 be used as an offset against an employee's labor protection or guarantee benefits, if any?

**ANSWER:** No. This answer does not, however, impact or alter existing procedures for handling of offsets to guarantee or labor protection benefits stemming from an employee's election to invoke the provisions of a local extra rest rule.

**QUESTION:** Will an exercise of the option to change the away-from-home terminal rest time from eight undisturbed hours back to ten undisturbed hours in accordance with Section B of this Article 11 and the resultant increase in rest time at the away-from-home terminal be used as an offset against an employee's labor protection or guarantee benefits?

**ANSWER:** No. This answer does not, however, impact or alter existing procedures for handling of offsets to guarantee or labor protection benefits stemming from an employee's election to invoke the provisions of a local extra rest rule.

## **GENERAL AND SAVINGS CLAUSES**

**A.** This Agreement does not restrict the parties' rights and/or obligations as set forth in the Hours-of-Service Act.

**B.** The terms and conditions of this Agreement are intended to address a specific circumstance and are not intended to be applied to employees not assigned to a road or combination extra board or in pool (unassigned) freight service.

**C.** In the event the provisions of this Agreement conflict in any manner with the provisions of existing collective bargaining agreement rules, the terms and conditions set forth herein shall prevail.

**D.** This Agreement shall become effective on the first calendar day of the month the date this Agreement is signed.

**E.** Either party may cancel this Agreement by the serving of a sixty-day advanced written notice on the other party. During this sixty-day period, the parties will meet to discuss and endeavor to resolve the issues) leading to

the cancellation notice.

SIGNED THIS \_\_\_\_TH DAY OF \_\_\_\_\_, 2005, IN OMAHA, NEBRASKA

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS & TRAINMEN:

FOR UNION PACIFIC RAILROAD  
COMPANY:

**T. J. Donnigan**

General Chairman - BLET

**S. F. Boone**

Director - Labor Relations

APPROVED:

**E. L. Pruitt**

Vice-president - BLET

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### SIDE LETTER NO. 1

Mr. T. J. Donnigan  
General Chairman, BLET  
P.O. Box 609  
Pocatello, III 88204-0609

Dear Sir:

This has reference to our discussions in connection with the "Memorandum of Agreement between Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers and Trainmen (Ten-Hour Undisturbed Rest at Home Terminal and Away-from-Home Terminal Rule), dated \_\_\_\_\_, 2005

During the parties' negotiations, BLET voiced a concern that following implementation of this Memorandum of Agreement, UP might adopt a position that this Interpretation was sufficient to address fatigue abatement issues. This letter will confirm UP's commitment to continue working with BLET to explore in good faith feasible, effective, and scientifically validated approaches for reducing fatigue at locations or in operations where legitimate evaluations and data suggest UP's BLET-represented employees are not obtaining sufficient or proper rest opportunities.

If the foregoing accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

Sincerely,

S. F. Boone

Director - Labor Relations

AGREED:

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General Chairman, BLET

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## QUESTIONS AND ANSWERS TO THE BLET 10-HOUR UNDISTURBED REST AGREEMENT

Q1. Who is affected by the new proposed Undisturbed Rest Rule?

A1. All engineers working in pool freight service or road/combination extra boards.

Q2. How much rest is mandated by the agreement?

A2. At the home terminal, 10 hours undisturbed rest (UDR) is mandated by the agreement. At the away from-home terminal, 10 hours undisturbed rest is mandated by the agreement for an initial period of time not less than 60 days. After the initial 60-day period, each pool will have the authority to reduce their rest period at the away-from-home terminal to 8 hours undisturbed rest if they choose to do so. Thereafter, the rest period at the away-from-home terminal can be changed from 8 to 10 or from 10 to 8 hours UDR once every 12 months by serving notice on the Carrier if it is BLET's intent to change.

Q3. Are assignments with a regular start time (yard jobs, traveling switch engines, local) impacted by this UDR agreement?

A3. No. Assigned employees with regular start times will not be impacted by this UDR agreement. Extra employees working these assignments will get a minimum of 10 hours UDR at the home terminal after each tie-up. This UDR agreement will not apply to extra employees protecting regular local freight or road switcher (TSE) assignments at outlying locations where deadheaded to protect.

Q4. Does this UDR agreement change Attachment (f) of the 1996 On Property Rest Agreement providing for 8, 10 or 12 hours UDR under certain conditions at the employee's option?

A4. This agreement mandates 10 hours UDR at the home terminal following each tow of duty and a minimum of 8 or 10 hours UDR at the away-from-home terminal. Any rights to UDR periods that exceed the provisions in this agreement remain in full force and effect and, if qualifying criteria are met, can be taken at the employee's option.

Q5. Do I have to be rested to deadhead out of the home or away from home terminal?

A5. Subject to the conditions outlined in the Hours of Service Law (HOSL), an employee does not have to be rested to deadhead from the away-from-home terminal, but there can be no service performed while returning to the home terminal. One has to be fully rested for a deadhead out of the home terminal. If you have opted for additional UDR under the provisions of the current agreement, you should not be called for a deadhead or service until UDR has ended.

Q6. Can an engineer be contacted during his UDR period?

A6. Contact is allowed only for notice of annulment, abolishment, set back of call time, successful application for a new assignment, emergency situations, and other notices required by the agreement. The FRA considers this type of contact as incidental and it would not trigger a new rest period. Extended calls with questions regarding train handling during the previous trip or work performed on line of road would be inappropriate under this rule.

Q7. Can UDR periods mandated by the agreement be used to offset any labor protection, pool or extra board guarantees?

A7. No. Rest mandated by this new agreement will not trigger any deductions from labor protection, pool or extra board guarantee.

Q8. Engineers already have a UDR agreement, so why should we ratify this agreement?

A8. While we have the ability to take UDR at the horse and away-from-home terminals, certain conditions must be met in order to exercise that right. In accordance with Attachment (f) of the 1996 System Agreement, extra rest can only be taken in limited circumstances:

- When an engineer's tour of duty (non-deadhead) has been for eight (8) or more hours; or
- When an engineer's tours of duty (including deadheads) in the previous five (5) consecutive calendar days have resulted in no rest (of-duty) period of twelve (12) or more continuous hours.

Under the conditions outline above, engineers are limited to UDR. as follows:

- If on duty for more than eight (8) hours, but less than twelve (12) hours, an engineer may take eight (8) or ten (10) hours undisturbed.
- If on duty twelve (12) hours, an engineer make take ten (10) or twelve (12) hours undisturbed rest.
- If there was not a twelve (12) or more hour rest period in the previous five (5) consecutive calendar days, an engineer may take eight (8), ten (10) or twelve (12) hours undisturbed rest.
- An engineer taking extra (undisturbed) rest must so advise CMS at time of tie-up.
- Engineer may not take extra (undisturbed) rest on the day before or the day of a holiday recognized under applicable Agreement provisions.

Under the new proposed rule, an engineer is entitled to 10 hours UDR after every tie-up at the home terminal with no qualifying criteria. Engineers are entitled to 8 or 10 hours UDR at the away-horn-home terminal following each trip depending upon the option selected by your Division affecting the pool(s) under its jurisdiction. This UDR agreement does not exempt contractually recognized holidays.

Q9. Are there any conditions in which an employee can waive the right to UDR under this proposed agreement'?

A9. Yes. If you are notified of a displacement at the home terminal and the additional rest mandated by this agreement is going to cause you to lose a trip or work event, you can notify CMS when contacted about the displacement and they will suspend the mandatory rest period. You will drop back to the rest period required by HOSL.

Q10. Why is the union supporting this agreement when we already have a rest rule available to all engineers?

A10. This agreement provides for a consistent and reasonable rest period for employees working varied work schedules. Merely as an example. we have an engineer in the DFW Hub tying up at 2359 hours for an 8 hour rest period. It takes him/her 45 minutes travel time to get from the yard office to his/her home. It takes him/her an additional hour to shower and get something to eat and wind down from the trip. Best case scenario would mean he/she is.in bed sleeping by 0145 hours. With the 3 hour call mandated by the DFW Hub Agreement, this engineer's phone is going to ring at 0500 for an 0800 call to duty. We have an engineer subject to a 12 hour tour of duty who has only been provided a 3 hour and 15 minute sleep cycle. Under the new proposed UDR rule, he/she would get an 8 hour and 15 minute sleep cycle prior to being subject to a call for duty. The Union and the Company receive constant complaints from employees about working fatigued. This agreement mandates a specific rest period and insures that every employee subject to variable call times will have an opportunity for a

minimum of 8 hours sleep prior to each tour of duty. A situation that continues to subject our members to working excessive hours with only 3 to 4 hours sleep is simply unsafe and unacceptable. That position is unsustainable in any scientific or legislative arena.

Q11. Can the agreement be canceled?

A11. One of the best features of this agreement is that it is experimental and can be canceled by either party. A 60-day notice of cancellation is required and the agreement mandates negotiations to fix the problems, leading up to the cancellation notice during that 60-day period.

Q12. What happens if we reject this agreement?

A12. The current rest rule will remain in effect. However, we have two choices here. We can either be

Q13. What is meant by a 4 hour, interim release in this UDR Agreement?

A13. The 4 hour "interim release period" is provided for in the HOSE. and requires that your hours of service be aggregated (or combined) from your previous service trip. As an example, you are called to deadhead the away-from-home terminal to operate a train back to the home terminal of the assignment on continuous time. The deadhead trip takes you 2 1/2 hours to complete: Upon your arrival at the objective terminal, it is discovered that the train you have been deadheaded to protect has been laid down due to mechanical problems. Prior to tying up, the company can notify you that they intend to return you back to service with a minimum 4 hour interim rest period. However, the 2 1/2 hours spent deadheading must be included or aggregated with your remaining time left to work (9 1/2 hours) in order determine your maximum 12-hour on duty period for additional service. In other words, you would only have 9 1/2 hours left to work on the working trip back to the home terminal under this example.

This agreement requires the company to give you specific notification prior to your tie-up that it intends to bring you back after an interim release. The interim release can be no less than 4 hours in order to lawfully prolong the 12-hour time period for duty. In those cases where interim releases are less than 4 hours, all time included in the less-than-4-hour interim release must be counted as on duty time. An interim release can only be given at a designated home terminal or away-from-home terminal into which the pool operates.