

Memorandum of Agreement

Between

Union Pacific Railroad

And the

Brotherhood of Locomotive Engineers

Carrier File # 390.20, 390.30, 390.66, and 390.90

Establishing a **BULLETIN HOLD DOWN RULE** to achieve more efficient manpower utilization and provide greater flexibility in regard to the exercise of seniority for employees represented by the Brotherhood of Locomotive Engineers

Therefore, **IT IS AGREED**

Section 1 Engineers acquiring displacement rights under existing agreement provisions shall be permitted to exercise their seniority to a position under bulletin, or to a vacancy waiting to be bulletined, subject to the conditions set forth herein.

Section 2 Engineers exercising this option will be required to place themselves on the selected bulletin or vacancy within **twenty-four (24) hours** from time notified of their displacement.

Section 3 An exercise of this option will, by placement on a bulletin or vacancy, constitute an automatic application for that bulletin or vacancy. Bulletins, if not cancelled, will continue for the duration of the advertisement. All engineers will have full rights to bid in such assignment pursuant to existing agreements. If a bulletin is cancelled prior to the duration of the advertisement period and an engineer is working that bulletin pursuant to this agreement, the incumbent will be considered displaced.

Section 4 Movements to and/or from outlying point assignments under bulletin are considered seniority moves for all engineers relieved by, or connected with, this option. It is understood that there will be no deadhead payments made to the engineer exercising this option to the outlying point bulletin nor the engineer that has passed up his or her regular assignment at the outlying point and working his or her own bulletin.

Section 5 An Engineer exercising this option takes the status of regular engineer and is thereafter subject to displacement.

Section 6 It is understood that the Company will not be put to any additional expense as a result of this agreement.

Section 7 This agreement is without prejudice to the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.

Section 8 (a) This Agreement may be cancelled by either party signatory hereto upon thirty- (30) days written notice to the other. During the intervening thirty- (30) day period or as mutually agreed, the parties will meet in an effort to resolve any issues precipitating a cancellation notice.

(b) In the event efforts to resolve conflicting issues are not successful and this agreement is cancelled, engineers exercising this option prior to the effective date of cancellation shall be permitted to remain on the bulletin for the duration of the advertisement and if the senior bidder so assigned

SIGNED THIS 7th DAY OF MARCH 2001.

FOR BROTHERHOOD
OF LOCOMOTIVE ENGINEERS

FOR UNION PACIFIC RAILROAD

Original Signed _____
G. L. Gore
GENERAL CHAIRMAN

Original Signed _____
R. P. Guidry
DIRECTOR –LABOR RELATIONS

March 7, 2001

390.20

390.30

390.66

390.90

Mr. Gil Gore
General Chairman
Brotherhood of Locomotive Engineers
1448 Mac Arthur Ave.
Harvey, Louisiana, 70058

Dear Sir:

This refers to the Memorandum of Agreement dated March 7, 2001 establishing a **BULLETIN HOLD DOWN RULE** to achieve more efficient manpower utilization and provide greater flexibility in regard to the exercise of seniority for engineers.

The parties are in agreement that the provisions of this agreement provide for voluntary options in regard to the exercise of seniority, however, negotiations will be pursued with an ultimate goal of achieving a "standing bid" process for the assignment and placement of locomotive engineers.

Respectfully,

Original Signed
R. P. Guidry

AGREED:

Original Signed _____
Gil Gore
General Chairman - BLE