

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

Former C&NW Lines Territory

And

Missouri Pacific Upper Lines

**Service between the
Joliet Intermodal Terminal and Chicago, Illinois.**

IT IS AGREED:

This will confirm our discussions with regard to the new Joliet Intermodal Terminal (JIT) located south of the Chicago Terminal Complex, Illinois (CTC), between the BNSF and the Union Pacific line.

In an effort to meet the service level expectations of the JIT, the parties mutually agree:

Article I – Operations

Section 1: Joliet Intermodal Terminal (JIT) – CTC

- A. Union Pacific may establish unassigned pool freight service, assigned service, or extra service in accordance with existing agreements, in order to meet the demands of the service and/or to meet customer requirements between the JIT and CTC. The home terminal will be at the JIT.
- B. Engineers assigned to this new pool, assigned service, or extra service may operate over any route between the CTC and the JIT, in turnaround service.
- C. An extra board shall be established at the JIT to protect the JIT-CTC service.

Section 2: Chicago, Illinois (CTC) - JIT

- A. Union Pacific may establish unassigned pool freight service, assigned service, or extra service in accordance with existing agreements, in order to

meet the demands of the service and/or to meet customer requirements between the CTC and the JIT. The home terminal will be the CTC and crews will be assigned at West Chicago or Proviso.

- B. Engineers assigned to this new pool, assigned service, or extra service may operate over any route between the CTC and the JIT, in turnaround service.
- C. Vacancies in this CTC – JIT service will be filled by the engineer's E-1 freight extra board, at the location of the pool or assignment(s).

Section 3: South of JIT

With the exception of the need for head/tail room, this agreement does not contemplate service south of the JIT toward Bloomington.

Section 4: Seniority – Equity and Equalization

- A. Equity within the new JIT pool, assigned service and extra board established under Section 1 of this Article 1 will be on a 6/1 basis between the engineers of the Chicago North Western (CNW)-Eastern Seniority District No. 1 (E-1) and Missouri Pacific Upper Lines (MPUL – St. Louis Hub). The equity arrangement for the new JIT pool or assigned service and extra board slots will be advertised and assigned in the following order:

- 1. MPUL (St. Louis Hub).
- 2. CNW (E1)
- 3. CNW (E1)
- 4. CNW (E1)
- 5. CNW (E1)
- 6. CNW (E1)
- 7. CNW (E1)

- B. Equity within the new CTC pool or assigned service established under Section 2 of this Article 1, will be on a 5/1 basis between the engineers of the Chicago North Western (CNW) – Eastern Seniority District No. 1 (E-1) and Missouri Pacific Upper Lines (MPUL – St. Louis Hub). The equity arrangement for the pool or assigned service slots will be advertised and assigned in the following order:

- 1. MPUL (St. Louis Hub).
- 2. CNW (E1)
- 3. CNW (E1)
- 4. CNW (E1)
- 5. CNW (E1)
- 6. CNW (E1)

- C. The MPUL (St. Louis Hub) pool, assigned service and extra board slots at the JIT or CTC will be Zone 2 positions under the Hub Agreement and will be advertised to the entire St. Louis Hub Engineer's seniority district. MPUL (St. Louis Hub) engineers will not be forced assigned to the home terminal slots at the JIT or CTC. CNW engineers will be assigned to the CNW slots and no bid MPUL (St. Louis Hub) slots, in accordance with the CNW agreement.

If the MPUL (St. Louis Hub) engineers elect not to bid in their equity slots at the JIT or CTC, the slots will be awarded to the CNW (E-1) engineers, with the MPUL (St. Louis Hub) engineers retaining rights to their slots in the pool or extra board for three years.

- D. The MPUL (St. Louis Hub) assignments (JIT or CTC) will revert permanently to CNW (E-1) if the St. Louis Hub engineer(s) do not exercise their rights to the MPUL slots during any three-year period.

Section 5: Seniority - Other

- A. MPUL (St. Louis Hub) engineers electing to hold positions at the JIT or the CTC, once qualified, will not be permitted to voluntarily exercise seniority out of the JIT or CTC for a sixty-day period. An engineer may only exercise his/her seniority elsewhere during the sixty-day hold period if displaced by a senior engineer or if his/her slot is abolished in the JIT or CTC.
- B. The senior demoted engineer on the St. Louis Hub will not be required to protect a MPUL slot as provided in this Article 1 Section 4 above.

Article II – General Conditions

Section 1: - Collective Bargaining Agreements

- A. CNW agreements as amended or modified shall apply to the operations set forth in Article I above.
- B. In lieu of the short crew allowance provided for under the CNW agreement, the MPUL (St. Louis Hub) engineers working the equity slots will receive the special allowance as provided in accordance to Memorandum of Agreement between the former Missouri Pacific Railroad and the Brotherhood of Locomotive Engineers dated September 3, 1981.

There will be no pyramiding of crew consist benefits.

- C. The terms and conditions are those of the CNW collective bargaining agreements, as modified by subsequent National agreements, and those set forth in this agreement.

Section 2: Rates of Pay/Miles run

- A. The basic day, rates of pay and other operating conditions for engineers engaged in this service will be governed by the applicable Local and National Agreements.
- B. Engineers working in this service will be paid 100-miles at the road switcher rate of pay. Overtime will commence after 8-hours on-duty. Terminal delay will not apply to employees working these assignments.
- C. Crews may be deadheaded in either direction to meet the needs of the service. All deadheading will be combined with service.

Section 3: Meal Allowance and Eating Enroute

Meals en route for engineers working in this service will be governed by the provisions of "New Operations" set forth in the 1996 CNW Merger Implementing Agreement.

Section 4: On and Off Duty Facilities

Crews will go on/off duty at the JIT or CTC. The Carrier will designate the on/off duty points at the JIT and CTC. Facilities at said on/off duty point facilities shall comply with existing agreement rules pertaining to requirements for such facilities.

Section 5 – Hours of Service

- A. The first out pool crew at the CTC or JIT protecting this service may be used for the hours of service relief for the pool crews. If there are no rested or available pool crews, the extra board at the JIT or CTC may be used. Crews used for this service, whether extra or in the pool, may be used in short turnaround service as provided under the existing agreement during a tour of duty.
- B. The provision set forth in A above does not prevent other employees from performing hours of service relief work which is currently permitted by prevailing agreements including but not limited to, extra boards, road switchers within their operating zone, other crews in combination deadhead and service between terminals and/or crews from a following train to work a preceding train.

Section 6 – Familiarization/Qualification

To insure proper qualification/familiarization any employee(s) new to this service established by this Agreement will be provided with a sufficient number of familiarization trips over that territory which they are not currently qualified. Issues concerning individual qualifications shall be handled with local operating officers and local chairmen. Employees will not be required to lose time or “ride the road” on their own time in order to qualify for these new operations. If a dispute arises concerning this process, it will be addressed directly with the Director of Labor Relations and General Chairman.

Article III – Implementation

- A. The Carrier shall give the General Chairmen no less than fifteen (15) days written notice of its desire to implement this Agreement.
- B. Assignments will be made sufficiently in advance of the implementation date of this Agreement to allow for necessary familiarization and qualification.

Article IV – Protective Conditions

- A. Engineers adversely affected by implementation of this Agreement will be entitled to the protective benefits of Article IX, Section 7 of the May 19, 1986 National Agreement (Arbitration Award No. 458).
- B. There shall be no duplication of benefits by any employee under this Agreement, or any other agreements affording wage protection or relocation benefits.

Article V – General

- A. In the event the provisions of this Agreement conflict with any other agreements, understandings or practices the provisions of this Agreement will apply.
- B. Nothing in this agreement is intended to supersede or modify the recently signed Chicago – Ft. Madison NYD 404 agreement.

Signed this ____ day of _____, 2010.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS
AND TRAINMEN:**

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

B.D. MacArthur
General Chairman BLET

T. G. Taggart
Director Labor Relations

C.R. Rightnowar
General Chairman BLET

Alan Weed
Director Labor Relations

Terry Stone
General Director Labor Relations

Randy Guidry
General Director Labor Relations