

# MEMORANDUM OF AGREEMENT

Between

**UNION PACIFIC RAILROAD COMPANY**

And

**THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN**

**Western Region – Portland Zone 3**

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The Carrier and the General Chairman have jointly selected the Portland Hub Zone 3 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 IY061 RE32/XE30 (Pocatello – Green River) will be combined into one board established as the IY061 RE32. 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 RE32 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between Pocatello and Green River currently protected by Pocatello as prescribed by Article I, Section B of the Agreement. When the RE32 is exhausted, engineers on the RE31 (Pocatello – Nampa) will be used first and then engineers on the RE34 (Pocatello – Dillon) to protect any work primarily protected by the RE32. In the event an RE31 or RE34 engineer is used on their 11<sup>th</sup> day to protect out of town work on the RE32 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.
2. The IY061 RE31/XE30 (Pocatello – Nampa) will be combined into one board established as the IY061 RE31. 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 RE31 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between Pocatello and Nampa currently protected by Pocatello as prescribed by Article 1, Section B of the Agreement. When the RE31 is exhausted, engineers on the RE32 (Pocatello – Green River) will be used first and then engineers on the RE34 (Pocatello – Dillon) to protect any work primarily protected by the RE31. In the event an RE32 or RE34 engineer is used on their

11<sup>th</sup> day to protect out of town work on the RE31 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.

3. The IY061 RE34/XE30 (Pocatello – Dillon), will be combined into one board established as the IY061 RE34. 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 RE34 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between Pocatello and Dillon currently protected by Pocatello as prescribed by Article 1, Section B of the agreement. When the RE34 is exhausted, engineers on the RE31 (Pocatello – Nampa) will be used first and then engineers on the RE32 (Pocatello – Green River) to protect any work primarily protected by the RE34. In the event an RE31 or RE32 engineer is used on their 11<sup>th</sup> day to protect out of town work on the RE34 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.

**Note:** Pocatello yard vacancies and extra unassigned road service working in and around the Pocatello yard (e.g. GPCPC jobs) will be protected in the following order:

1. RE34 Engineers on Work Cycle Day 11
  2. RE32 Engineers on Work Cycle Day 11
  3. RE31 Engineers on Work Cycle Day 11
  4. RE32 Engineers on Work Cycle Days 1-10
  5. RE31 Engineers on Work Cycle Days 1-10
  6. RE34 Engineers on Work Cycle Days 1-10
4. The IF328 RE30/XE30 (Dillon – Silver Bow) will be combined into one board established as the IF328 RE30. Engineers on days 1-10 of the work/rest cycle, as defined by Article 1, Section B (1a), will be used as prescribed in the agreement. Engineers on day 11, as defined in Article 1, Section B (1b), will be used as prescribed in the agreement. The RE30 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between Dillon and Silver Bow currently protected by Dillon as prescribed by Article 1, Section B of the Agreement. When the IF328 RE30 is exhausted, engineers on the IF185 (Idaho Falls) XE30 will be used first to protect any work primarily protected by the RE30. If the IF185 XE30 is exhausted, the IY061 RE34 (Pocatello – Dillon) will be used followed by the IY061 RE31 (Pocatello – Nampa) and then the IY061 RE32 (Pocatello – Green River). In the event an RE34, RE31 or RE32 engineer is used on their 11<sup>th</sup> day to protect out of town work on the IF328 RE30 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.

5. The work rest schedule for the IF185 (Idaho Falls) XE30 extra board will consist of six (6) available/working days followed by forty-eight (48) hours of rest (the equivalent of two days). The day will begin and end at 0759 hours. This board will continue to protect service primarily protected under existing agreements and will continue to be subject to call for use on another extra board when the primary board is exhausted per existing agreement and practice.
6. The work rest schedule for the IX962 (Montpelier) XE30 extra board will consist of six (6) available/working days followed by forty-eight (48) hours of rest (the equivalent of two days). The day will begin and end at 0759 hours. This board will continue to protect service primarily protected under existing agreements and will continue to be subject to call for use on another extra board when the primary board is exhausted per existing agreement and practice.
7. The work rest schedule for the IY304 (Nampa) XE30 extra board will consist of six (6) available/working days followed by forty-eight (48) hours of rest (the equivalent of two days). The day will begin and end at 0759 hours. This board will continue to protect service primarily protected under existing agreements and will continue to be subject to call for use on another extra board when the primary board is exhausted per existing agreement and practice.
8. Per the 11/4 Implementation Dispute Resolution Interpretation dated January 27, 2025, all provisions contained in the August 16, 2023 Agreed Upon Interpretation and Application of Articles V, VI, & VII will apply to the 6/2 work rest board(s) established herein with the exception of those provisions outlined in Section 4.b of the 1/27/25 Interpretation.

**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 and 3 Agreement at Article VI, Section B(1).

**Example:** An engineer on the RE32 work rest board is called on Day 11 of the work cycle to perform Hours of Service relief on a train between Pocatello and Green River. Following delivering this train into Pocatello, the RE32 engineer

may be required to travel the other direction to relieve a train that died between Pocatello and Nampa and bring it into Pocatello even with available engineers on the RE31.

**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.

**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 3**

Based upon our discussions all assignments within the Portland Hub Zone 3 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 4/8/25, CMS will provide the Organization with the number of positions that will be assigned, including the number of positions in each work group.
- On 4/15/25, the Organization will provide the Carrier with the list of senior bidders to each position.
- On 4/22/25, 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 4/22/25.
- In order to facilitate the transition, the blueprint board order, trade turns, old heads and self-service seniority moves will be suspended on 4/15/25 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 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 3 will be allowed time off for implementation. Local chair(s) assisting with implementation

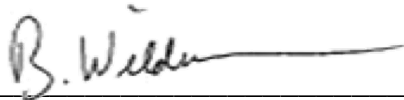
Portland Zone 3 Work Rest Implementation MOU

at Pocatello will be allowed off two (2) days to handle implementation process and two (2) days to gather bids/assign jobs. Local chair(s) assisting with implementation at all other locations will be allowed off one (1) day to handle implementation process and one (1) day 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.

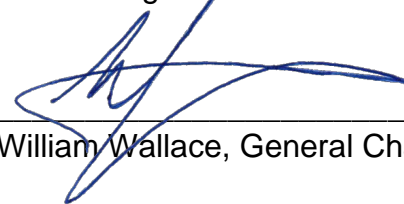
Any other issues that arise regarding the implementation will be discussed immediately between the General Chairman and the Director of Labor Relations so they can be handled in an expeditious manner. The parties acknowledge that there may be unanticipated operational issues resulting from protecting the work previously covered by one extra board in Pocatello (the former XE30) with three different boards each at Pocatello. 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 3 per this Memorandum of Agreement.

For the Carrier:



Beth Wilderman, Director Labor Relations

For the Organization:



William Wallace, General Chairman BLET

March 31, 2025

Date