# MEMORANDUM OF AGREEMENT

### Between

### UNION PACIFIC RAILROAD COMPANY

### And

# THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN

Western Region - Salt Lake City Hub

The Carrier and the General Chairman have jointly selected the Salt Lake City Hub 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 UZ029 RE30/XE51 (Salt Lake Elko) will be combined into one board established as the UZ029 RE30. 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 RE30 will be the primary source of supply for Hours of Service Relief/Turnaround service and any assigned vacancies at or between Salt Lake City and Elko currently protected by the current Salt Lake XE51 as prescribed by Article I, Section B of the agreement. When the UZ029 RE30 is exhausted, engineers on these secondary boards will be used in the following order: 1) UZ029 RE51 (Salt Lake Milford); 2) UY993 RE30 (Ogden Elko). In the event any engineers from the secondary boards are used on their 11th day to protect out of town work on the RE30 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.
- 2. The UZ029 RE51/XE48 (Salt Lake Milford) will be combined into one board established as the UZ029 RE51. 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 RE51 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between Salt Lake and Milford currently protected by the current Salt Lake XE48 as prescribed by Article 1, Section B of the agreement. When the UZ029 RE51 is exhausted, engineers on these secondary boards will be used in the following order: 1) UZ029 RE30 (Salt Lake Elko); 2) UY993 RE30 (Ogden Elko). In the event any engineers from the secondary boards are used on their

- 11<sup>th</sup> day to protect out of town work on the RE51 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.
- 3. The UZ029 RE98/XE81 (Salt Lake Green River) will be combined into one board established as the UZ029 RE98. 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 RE98 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between Salt Lake and Green River currently protected by the current Salt Lake XE81 as prescribed by Article 1, Section B of the agreement. When the UZ029 RE98 is exhausted, engineers on these secondary boards will be used in the following order: 1) UY993 RE82 (Ogden Green River); 2) UZ029 RE30 (Salt Lake Elko); 3) UZ029 RE51 (Salt Lake Milford). In the event any engineers from the secondary boards are used on their 11<sup>th</sup> day to protect out of town work on the RE98 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.
- 4. The UZ029 RE43/XE46 (Salt Lake Helper/Grand Junction) will be combined into one board established as the UZ029 RE43. 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 RE43 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between Salt Lake and Helper/Grand Junction currently protected by the current Salt Lake XE46 as prescribed by Article 1, Section B of the agreement. When the UZ029 RE43 is exhausted, engineers on these secondary boards will be used in the following order: 1) UZ029 RE51 (Salt Lake Milford); 2) UY993 RE97 (Ogden Salt Lake). In the event any engineers from the secondary boards are used on their 11th day to protect out of town work on the RE43 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.
- 5. The UY993 RE30/XE60 (Ogden Elko) will be combined into one board established as the UY993 RE30. 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 RE30 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between Ogden and Elko currently protected by the current UY993 XE60 as prescribed by Article 1, Section B of the agreement. When the UY993 RE30 is exhausted, engineers on these secondary boards will be used in the following order: 1) UZ029 RE30 (Salt Lake Elko) 2) UY993 RE82 (Ogden Green River). In the event any engineers from the secondary boards are used on

- 6. The UY993 RE82/XE60 (Ogden Green River) will be combined into one board established as the UY993 RE82. 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 RE82 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between Ogden and Green River currently protected by the current UY993 XE60 as prescribed by Article 1, Section B of the agreement. When the UY993 RE82 is exhausted, engineers on these secondary boards will be used in the following order: 1); UZ029 RE98 (Salt Lake Green River); 2) UY993 RE90 (Ogden Pocatello); 3) UY993 RE97 (Ogden Salt Lake). In the event any engineers from the secondary boards are used on their 11<sup>th</sup> day to protect out of town work on the RE82 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.
- 7. The UY993 RE90/XE65 (Ogden Pocatello) will be combined into one board established as the UY993 RE90. 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 RE90 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between Ogden and Pocatello currently protected by the current UY993 XE65 as prescribed by Article 1, Section B of the agreement. When the UY993 RE90 is exhausted, engineers on these secondary boards will be used in the following order: 1) UY993 RE97 (Ogden Salt Lake); 2) UY993 RE82 (Ogden Green River); 3) UZ029 RE98 (Salt Lake Green River). In the event any engineers from the secondary boards are used on their 11<sup>th</sup> day to protect out of town work on the RE90 board, such engineers will flip home upon completion of their trip to the away-from-home terminal.
- 8. The UY993 RE97/XE65 (Ogden Salt Lake) will be combined into one board established as the UY993 RE97. 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 RE97 will be the primary source of supply for any Hours of Service Relief/Turnaround service and any assigned vacancies at or between Ogden and Salt Lake currently protected by the current UY993 XE65 as prescribed by Article 1, Section B of the agreement. When the UY993 RE97 is exhausted, engineers on these secondary boards will be used in the following order: 1) UY993 RE30 (Ogden Elko); 2) UZ029 RE98 (Salt Lake Green River).

9. The work rest schedule for the UX293 (Elko) XE51 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.

**NOTE**: In the event the Carrier assigns engineers to turns on the UX293 RE51 Elko -Valmy pool, the parties will determine at that time if the RE51 will be combined with the UX293 XE51 and a work rest schedule other than 6/2 will be applied.

10. 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 Salt Lake Hub Agreement at Article IV, Section B(2).

**Example**: An engineer on the UZ029 RE30 work rest board is called on Day 11 of the work cycle to perform Hours of Service relief on a train between Salt Lake City and Elko. Following delivering this train into Salt Lake City, the RE30 engineer may be required to travel in another direction to relieve a train that died between Salt Lake City and Provo and bring it into Salt Lake City even with available engineers on the UZ029 RE51.

**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.

**NOTE 6**: These agreed upon vacancy steps for cross protection outlined herein are without prejudice to the Carrier's position that there has been a past practice of calling any extra board in Salt Lake City or Ogden to secondarily protect service on another board in either location. Engineers on guaranteed boards not listed in these vacancy steps may still be called in the event all boards listed are exhausted, and the first out available engineer will be handled as Acceptance Required subject to miscall (MC) if they do not answer.

**NOTE 7:** The UY993 RE97 (Ogden – Salt Lake) will be the primary source of supply for UY993 RE46 (Ogden to Provo) and then backed up by the UZ029 RE43 (Salt Lake – Helper).

# Implementation Plan - Salt Lake Hub

Based upon our discussions all assignments within the Salt Lake Hub 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 6/17/25, CMS will provide the Organization with the number of positions that will be assigned, including the number of positions in each work group.
- On 6/24/25, the Organization will provide the Carrier with the list of senior bidders to each position.
- On 7/1/25, 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 7/1/25.
- In order to facilitate the transition, the blueprint board order, trade turns, old heads and self-service seniority moves will be suspended on 6/24/25 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 (days 12-15 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 Salt Lake Hub 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 some locations with multiple boards in those locations. 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 Salt Lake Hub per this Memorandum of Agreement.

For the Carrier:

Beth Wilderman, Director Labor Relations

For the Organization:

William Wallace, General Chairman BLET

June 13, 2025

Date