

UNION PACIFIC RAILROAD COMPANY

Alan L. Weed
Director - Labor Relations



BUILDING AMERICA

1400 Douglas Street
STOP 0710
Omaha NE 68179-0710
Office: (402) 544-3047

July 6, 2009

File: 110.61-21 (275)(300)
(St. Louis Hub)

REC'D

SEP 25 2009

Labor Relations

Mr. C. R. Rightnowar
General Chairperson
Brotherhood of Locomotive Engineers
and Trainmen
320 Brookes Drive - Suite 115
Hazelwood, MO 63042

Dear Sir:

This is in reference to the parties' previous discussions concerning trip rates and through-freight pool crews performing multiple hours of service¹ relief or turnaround service at the home or away-from-home terminals.

Prior to the implementation of trip rates and as it relates to compensation for service out of the away-from-home terminals, various practices developed or evolved across the system on how through-freight pool crews were handled at the away-from-home terminal after performing multiple hours of service relief at those locations where no extra board is available. These practices were not consistent and have resulted in some confusion. With respect to multiple hours of service relief and turnaround service at the home terminal when performed by pool crews the parties, by this agreement, recognize that such service should be primarily performed by the extra board at the location, but that pool crews may be called upon to perform such service if the extra board is exhausted, and will be paid in accordance with this agreement.

Accordingly, in order to ensure a more proper application of the agreement and achieve consistent results, the parties have agreed that at all locations within the agreed-to boundaries of the St. Louis Hub, with the exception of pool crews assigned to Pool 1, crews may perform multiple hours of service relief or turnaround service at both their home and the away from home terminals, subject to the conditions as expressed herein.

At both the home and the away-from-home terminal, pool crews called for and perform multiple hours of service relief or turnaround service will receive one (1) trip rate applicable to the pool for this service. At completion of this service, crews at the away-from-home terminal will be

¹ As used in this Letter of Understanding the term, "multiple hours of service relief" refers to crews at either their home or away-from-home terminals called to relieve one or more trains.

deadheaded home on continuous time. Such crews will be compensated an additional trip rate for this deadhead. Pool crews performing multiple hours of service relief or turnaround service under this Letter of Understanding will not be tied back up at the away-from-home terminal except for hazardous weather related conditions or service interruptions.


Crews at their home terminal, after performing multiple hours of service relief or turnaround service, may either work or be deadheaded to the away-from-home terminal on continuous time and will be compensated an additional trip rate for either working or deadheading to the away-from-home terminal. Home terminal crews may also be tied back up for rest at the home terminal. If tied up at the home terminal, pool crews will be paid two (2) trip rates for all service performed.

At the away-from-home terminal, if Carrier-provided transportation does not arrive at the on/off duty point to start the deadhead within one (1) hour from the time the crew arrived back at the on/off duty point from performing multiple hours of service relief or turnaround service², a separate payment on a minute basis will be allowed for all waiting time in excess of one (1) hour until the arrival of the Carrier-provided transportation to the on/off duty point.

To the extent this agreement may conflict with any other agreement, this Agreement shall apply to the exclusion of the other.

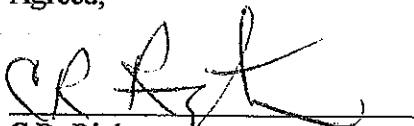
To express your concurrence in the foregoing, please affix your signature in the space provided below.

Sincerely,



Alan L. Weed
Director Labor Relations
Arbitration & Negotiations

Agreed,



C.R. Rightnowar
General Chairman - BLET

9-23-2009

Date



R.E. Rhodes
Vice Chairman - BLET

² The one (1) hour to be measured from the time the crew's train comes to final rest in the terminal or their arrival at the on/off duty point if transported back into the terminal.

Side Letter No. 1

File: 110.61-21 (275)(300)
(St. Louis Hub)

Mr. C. R. Rightnowar
General Chairperson
Brotherhood of Locomotive Engineers
and Trainmen
320 Brookes Drive - Suite 115
Hazelwood, MO 63042

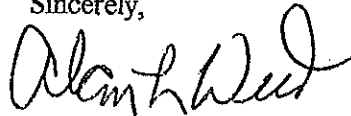
Dear Sir:

This will confirm our discussion concerning the Letter of Understanding entered into this date covering the terms and conditions that attach when pool crews in the St. Louis Hub perform multiple hours of service relief at their home and away-from-home terminals.

As you know, the parties excluded crews assigned to Pool 1 from application of this Letter of Understanding, it being understood that the unique and variable operation of Pool 1 does not presently lend itself well-suited to such application. However, the parties do agree that should conditions change in the future either party may request a meeting to determine if crews assigned to Pool 1 can be covered by this Letter of Understanding. Upon such notice, the parties will promptly meet and discuss.


To express your concurrence in the foregoing, please affix your signature in the space provided below.

Sincerely,



Alan L. Weed
Director Labor Relations
Arbitration & Negotiations

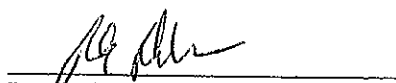
Agreed,



C.R. Rightnowar
General Chairman - BLET

9-23-2009

Date



R.E. Rhodes
Vice Chairman - BLET

April 20, 2016

KYLE J. BAGBY
[ACTING] GENERAL CHAIRMAN BLET
320 BROOKS DRIVE SUITE 115
HAZELWOOD, MISSOURI 63042

Dear Mr. Bagby:

This letter is in reference to our recent discussions regarding the clarification and application of the July 2009 Hours of Service Letter of Understanding (LOU) since its inception in the Kansas City, North Little Rock, and Saint Louis Hubs. The parties continue to recognize work of this nature (hours of service relief/turn around service) belongs first to the protecting extra board(s) and pool freight engineers should only be utilized after extra board manpower resources have been exhausted. Should pool freight engineers be called upon to perform this service it is understood they will be paid in accordance with the provisions outlined herein:

- 1) Pool freight engineers called to perform multiple Hours of Service Relief (HOS) or ~~turn around service at the home terminal will receive (1) trip rate applicable to the~~ pool in which the service was performed (regardless of the number of trains handled). Upon completion of this service, engineers may be worked or deadheaded to the destination/far terminal or they may be released to tie up at the home terminal. Engineers will receive (1) additional trip rate for the follow-up service to the destination/far terminal or if they tied up at the home terminal.
 - a) It is understood engineers who are worked or deadheaded to the destination/far terminal will remain on continuous time solely for the purpose reporting time in accordance with the Hours of Service Law and will not be considered on continuous time for purposes of pay.
 - b) It is understood "turn around" service will include those occasions where an engineer called in pool freight service is turned back and ties up at the home terminal without reaching the destination/far terminal. It also recognized that unless operational conditions prohibit, engineers should be transported/worked to their destination terminal ahead of being returned to the home terminal. Service under this section which results in payment of a second trip rate will be considered as two (2) starts for purposes of pool regulation.

- 2) Pool freight engineers called to perform multiple Hours of Service Relief (HOS) or turn around service at the away-from-home terminal (AFHT) will receive (1) trip rate applicable to the pool in which the service was performed (regardless of the number of trains handled). Upon completion of this service, engineers will be deadheaded to their respective home terminal and will receive (1) additional trip rate. Engineers will not be tied up for rest at the AFHT except for hazardous weather conditions and/or severe service interruptions (i.e. track outage, major derailment, washouts. etc.).
 - a) It is understood engineers who are deadheaded to the home terminal will remain on continuous time solely for the purpose of reporting time in accordance with the Hours of Service Law and will not be considered on continuous time for purposes of pay.
 - b) A separate payment, on the minute basis will be allowed engineers for all wait time in excess of one (1) hour for company provided transportation to the home terminal after providing HOS/turn around service out of the AFHT. The one (1) hour will be measured from the time the crew has been relieved at the terminal (i.e. train securely yarded in the terminal or after arrival when transported back to the terminal from line of road).

- 3) It is understood nothing in this LOU alters the Carrier's right to utilize engineers in deadhead/combo service (i.e. "flip rate service") to and from the destination/far terminal under existing rules and provisions.
- 4) It is agreed any and all claims predating this modification regarding the application of the 2009 Hours of Service LOU will be withdrawn in their entirety.

This modified LOU is entered into without prejudice and on a non-referable basis by either party except as it pertains to the provisions set forth herein. If the foregoing properly reflects our understanding, please indicate your concurrence by signing and dating the spot indicated below.

Sincerely,

Liz Dewald

Liz Dewald
Director, Labor Relations

I concur:


K.J. Bagby, [Acting] General Chairman BLET CRGCA

4-20-2016

Date