

**MEMORANDUM OF AGREEMENT
2212101356**

Between

UNION PACIFIC RAILROAD COMPANY

And

UNITED TRANSPORTATION UNION

Local Service at Kemmerer, Wyoming

In order to facilitate a more stable workforce at Kemmerer, Wyoming the parties have agreed to amend the rules governing rates of pay, seniority, bulletins, assignments, and permanent vacancies currently in effect under the 1983 UTU Eastern District Road Schedule, the 1991 Idaho Modified Crew Consist Agreement [Appendix 5- Travelling Switcher Assignments] the 2001 UTU Portland Hub Zones 2 & 3 Agreement, the 1997 Salt Lake Hub Agreement, and the Zones 200 and 500 Seniority Modification Agreements for the Kemmerer local (currently identified as the LCK41) servicing Westmoreland Coal in Kemmerer, Wyoming and FMC Corporation in Westvaco, Wyoming three days per week and Montpelier, Idaho two days per week.

IT IS AGREED the above-described local freight assignment at Kemmerer, Wyoming will be protected as follows:

I. Bulletin and Assignments

- A. Assignments will continue to be bulletined in accordance with Rule 54 of the 1983 UPED UTU Road Schedule except as described herein under Section I (D).
- B. Permanent assignments will be advertised to trainmen assigned in Portland Hub Zone 3, Seniority Zone 200 and Seniority Zone 500. Preference will be awarded to applicants from Portland Hub Zone 3 ahead of senior applicants from Zone 200 and/or Zone 500. Furloughed Zone 3 trainmen will be allowed to bid on the assignment and will be awarded the position in the event there are no active Zone 3 trainmen who bid. In the event there are no applicants from Portland Hub Zone 3 (active or furloughed), assignments will be awarded to the senior applicants from either Zone 200 or Zone 500. In the event there is more than one bidder with the same seniority date, ties will be determined by using the

bidders' last four digits of their social security number with the position being awarded to the individual with the highest number. In the absence of bids from any of the referenced seniority zones, the assignment will be filled by force assigning the junior trainmen working in Portland Hub Zone 3.

NOTE 1: Nothing contained herein is intended to eliminate or restrict the existing rights of Portland Hub Zone 3 trainmen, nor is it the intent of this Agreement to grant additional seniority rights to either Zone 200 or Zone 500 trainmen. In the event a furloughed trainman or trainman outside Portland Zone 3 is awarded the assignment, active Zone 3 trainmen have no right to bump or displace the Trainman awarded the assignment for the duration of the bulletin period.

NOTE 2: In order for furloughed trainmen to have the opportunity to bid on the assignment, CMS will contact all furloughed trainmen in Portland Hub Zone 3 at the beginning of the bulletin period to notify them of the assignment.

C. Trainmen who are permanently assigned will be protected for a six (6) month period.

- 1) Applicants, once assigned cannot:
 - a) Be displaced from the assignment, or
 - b) Relinquish their assignment.

D. Beginning with the calendar year 2014 and thereafter the 6-month protected bulletin period will run from January 15 through July 14 and July 15 to January 14 of the following year:

- 1) These assignments will be bulletined on December 16, closing on December 31 with assignments made by January 5, and the trainmen placed on the assignments no later than January 15. For the next bulletin cycle, the assignments will be bulletined on June 16, closing on June 30 with assignments made by July 5, and the trainmen placed on the assignments no later than July 15.

E. Trainmen voluntarily or involuntarily assigned to the position shall remain on the assignment and shall not be subject to displacement in the exercise of seniority or have the right to leave such assignment until the dates described in Section I (D).

- 1) **Exception:** If the trainman was force assigned involuntarily, said trainman will hold the assignment until another junior trainman is available or has been promoted and becomes available if said trainman has a written request on file with Crew Management (CMS) to be relieved.
 - 2) **Exception:** See Section I (G) Note below pertaining to the rights of Trainmen returning from leave who have the right to displace upon return.
- F. At the expiration of the 6-month periods set forth in Section I (D), assignments will again be bulletined as provided in Section I (B) and (D), by seniority choice even though a trainman is currently protecting the assignment.
- G. If the assignment is vacated for any reason during the course of the 6-month fence (e.g. due to retirement, medical leave, resignation, recall to Engine service, termination, etc.), the assignment will be bulletined for eligible Trainmen as defined in Section I (B) to bid on the assignment and work the time remaining on that bulletin period with all the same rights and requirements outlined in this agreement as applied to the original successful bidder. In the event there are no bidders for the remainder of the bulletin period, the assignment will be filled by force assigning the junior trainman in Portland Hub Zone 3.
- NOTE:** If the original successful bidder returns to service before the end of the bulletin period and has a bump, he or she has the right to displace the Trainman holding the job at that time. If the original successful bidder returns to service after the expiration of the bulletin period to which he was assigned, he or she may only displace to the assignment if the Trainman is holding the job involuntarily and has a written request on file with Crew Management (CMS) to be relieved.
- H. The Carrier retains the right to retain, abolish and/or reestablish the assignment based on operational conditions.

II. **Compensation**

- A. The employee permanently assigned to the Conductor position will be compensated at a trip rate of \$343.80 per day for the total miles run each day, including any other arbitraries that may be associated with the assignment. The employee permanently assigned to the Brakeman position will be compensated at a trip rate of \$328.88 per day for the total miles run each day, including any other arbitraries that may be associated with the assignment. These rates will be subject to all future general wage increases and/or cost of living adjustments. Trainmen will be eligible for overtime after 12.5 hours on duty.

NOTE 1: Notwithstanding compensation for the assignment, the assignment may continue to be bulletined as a road local assignment at the Carrier's discretion.

- B. This Agreement in no way establishes a guarantee or restricts the Carrier's right to establish and/or discontinue assignments at Kemmerer, Wyoming.
- III. All UTU Schedule Rules and Agreements remain in effect except as expressly modified in this Agreement. When other Agreements and/or provisions are in conflict with this Agreement, the terms and conditions of this Agreement will govern.
- IV. The parties agree that this Agreement resolves the Carrier's August 12, 2013 Notice for Enhanced Customer Service under Article XI of the UTU's 1996 National Agreement.
- V. It is understood no claims will be filed in connection with this agreement or application of this agreement. Should a dispute arise over the terms set forth herein, the matter will be promptly discussed between the General Chairman and Director, Labor Relations.
- VI. The provisions of this Agreement are made to address a unique and special circumstance and are accordingly made without prejudice to the position (s) of the parties signatory hereto.

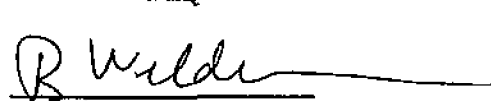
Signed this 11th day of December, 2013.

FOR THE ORGANIZATION:



Brent Leonard
General Chairman GCA

FOR THE CARRIER:



Beth Wilderman
Director, Labor Relations

UNION PACIFIC RAILROAD COMPANY

Beth Wilderman
Director, Labor Relations



Union Pacific Center
1400 Douglas Street STOP 0710
Omaha, NE 68179-0710

BUILDING AMERICA

January 7, 2014

SIDE LETTER NO. 1

BRENT C. LEONARD
GENERAL CHAIRMAN UTU 953
5990 SW 28TH STREET SUITE "F"
TOPEKA, KANSAS 66614

RE: Agreement #2212101356: Local Service at Kemmerer

Dear Mr. Leonard:

In reference to Agreement No. 2212101356 pertaining to the LCK41 at Kemmerer, this letter will serve as clarification with regard to compensation for the trainmen positions. Specifically, as we discussed yesterday, the parties intended that the rates of pay for the Conductor and Brakeman positions be all-inclusive (i.e. the rates include any applicable arbitraries associated with the position, such as short crew, terminal delay, certification pay, etc.). The parties also intended that the rates of pay be subject to all applicable wage and cost of living increases. However, this is to clarify that those pay elements that are not currently subject to increases (such as Conductor certification pay) will be excluded when calculating annual wage and cost of living increases. In the event those pay elements become subject to increases, then those elements of this trip rate will be treated accordingly.

If you concur, please sign in the space provided.

Sincerely yours,

Beth Wilderman

Signed this 10th day of January 2014.

B. C. Leonard
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

Beth Wilderman
Director, Labor Relations



Union Pacific Center
1400 Douglas Street STOP 0710
Omaha, NE 68179-0710

BUILDING AMERICA

December 10, 2013

SIDE LETTER NO. 1

BRENT C. LEONARD
GENERAL CHAIRMAN UTU 953
5990 SW 28TH STREET SUITE "F"
TOPEKA, KANSAS 66614

MR. J.L. DAYTON,
GENERAL CHAIRMAN, BLET
PO BOX 609
POCATELLO, ID 83204

RE: Agreement #1412101356: Local Service at Kemmerer

Dear Mr. Leonard and Mr. Dayton:

In reference to Agreement No. 1412101356, in order to facilitate a more stable workforce at Kemmerer, Wyoming the parties have agreed to amend the rules governing seniority, bulletins, assignments, and permanent vacancies currently in effect under the BLET Portland Hub Zones 2 and 3 Agreement, the Western Region General Committee of Adjustment (WRGCA) (former Idaho) Agreement dated July 1, 2008 and the 2001 UTU Portland Hub Zones 2 & 3 Agreement for the Kemmerer Local (currently identified as the LCK41) servicing Westmoreland Coal in Kemmerer, Wyoming and FMC Corporation in Westvaco, Wyoming three days per week and Montpelier, Idaho two days per week.

In order to ensure all engineers in Portland Hub Zone 3 are given an opportunity to work the above-described local freight assignment at Kemmerer, Wyoming and be protected by the provisions of Agreement # 1412101356, the assignment will be protected as follows:

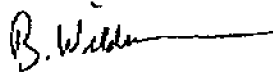
- I. Permanent assignments will be advertised to engineers assigned in Portland Hub Zone 3 only. Demoted Zone 3 engineers will also be allowed to bid on the assignment, and the senior most demoted engineer with a bid will be awarded the assignment in the event there are no bids from active engineers. In the absence of bids from any eligible engineers, the assignment will be filled by force assigning the

senior demoted engineer in the Montpelier terminal in accord with Section 2(b) Step 1 of the Portland Hub Zone 3 Ebb and Flow Conditions Agreement.

- II. The provision of Section I of this Side Letter Agreement allowing demoted engineers to bid and be awarded the assignment described herein will terminate at the end of the fence period following the serving a (60) day advance written notice by any party upon the others. The parties agree to meet during 60-day notice period to review and attempt to resolve any problems arising in connection with this provision short of cancellation.
- III. The provisions of this Agreement are made to address a unique and special circumstance and are accordingly made without prejudice to the position(s) of the parties signatory hereto.

If you concur, please sign in the space provided.

Sincerely yours,

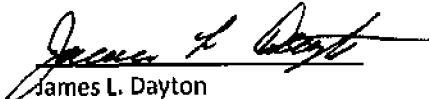


Beth Wilderman

Signed this 12th day of December, 2013.



B. C. Leonard
General Chairman, UTU



James L. Dayton
General Chairman, BLET

**MEMORANDUM OF AGREEMENT
2212101358**

Between

UNION PACIFIC RAILROAD COMPANY

And

UNITED TRANSPORTATION UNION

Temporary Lodging at Kemmerer, Wyoming

The parties agree that it is necessary to provide temporary lodging when available to Trainmen involuntarily forced to protect local service at Kemmerer, Wyoming when most likely the junior trainmen forced have primary residences that are at least 75 miles away from Kemmerer.

I. Temporary Lodging

- A. The Carrier will pay reasonable lodging expenses for up to 30 stays in a bulletin period for any Trainman involuntarily forced to the Kemmerer, Wyoming LCK41 local assignment at the nearest available lodging facility at or near Kemmerer, Wyoming provided the employee's primary residence is not within 50 miles of Kemmerer. Mileage will be measured via the most direct route from the employee's place of residence to the on-duty point at Kemmerer.
- B. If no lodging is available at or near Kemmerer, Wyoming, the Carrier will pay for lodging at the nearest available lodging facility outside Kemmerer provided it is not less than 50 miles from the employee's primary place of residence. Mileage will be measured via the most direct route from the employee's place of residence to the available lodging facility.
- C. The Carrier will not provide payment to the employee in lieu of lodging for any day the employee was eligible for the lodging benefit but failed to or was otherwise unable to utilize the benefit.

- D. Employees will first be required to utilize any available Corporate Lodging Consultants (CLC) facility before staying at a non-CLC property.
- E. The Carrier will only cover lodging expenses on the days the employee works the assignment. Employees will not be eligible for temporary lodging benefits on any day or portion thereof they are unavailable for service or on any rest day of the assignment.
- F. Temporary Lodging under the terms and conditions specified herein are limited to 30 stays per bulletin period. Employees must know whether they qualify for lodging under the terms of this agreement and personally document each stay. Employees may be audited and held accountable for any unauthorized use of lodging facilities. Additionally, if lodging is improperly charged to the Carrier's account, it may recover up to \$250.00 per pay period from the employee.
- G. This Agreement is made without prejudice to the position of any party and will become effective January 5, 2013. This Agreement may only be terminated for suspected fraud or abuse of the lodging benefit and will only be terminated upon serving a (30) day advance written notice by either party upon the other. Upon the serving of such notice the parties agree to meet immediately to resolve the suspected abusive practices before cancellation becomes effective.

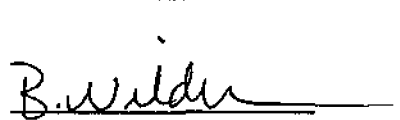
Signed this 11th day of December, 2013.

FOR THE ORGANIZATION:



Brent Leonard
General Chairman GCA

FOR THE CARRIER:



Beth Wilderman
Director, Labor Relations