

BIDDING AND BUMPING RESPONSIBILITIES OF UNION PACIFIC RAILROAD EMPLOYEES DESIRING TO MAINTAIN THEIR FEB 7th PROTECTION

BIDDING RESPONSIBILITIES OF FURLOUGHED EMPLOYEES

Except as specifically stated below, a furloughed employee should apply for all bulletined positions that he has the right to fill utilizing his existing seniority. If a furloughed employee does not and a junior employee applies for and receives such an assignment, that furloughed employee will permanently forfeit his Feb 7th protection. The only exception to this general rule is when written agreement language exists which expressly indicates that employees will not impair or jeopardize any Feb 7th protection or benefits to which they may now or in the future be entitled under any protection conditions or agreement if they elect not to fill specifically identified assignment opportunities. Do **not** confuse such an exception with language of the collective bargaining agreement that merely indicates employees have no obligation to fill an assignment they have a right to fill utilizing their existing seniority. While there may not be a responsibility to fill such a position under the terms of the collective bargaining agreement, furloughed employees will still be required to fill all bulletined positions that they have the right to fill utilizing their existing seniority to maintain their Feb 7th protection absent a written exception as that outlined above.

Absent a specific collective bargaining agreement requirement to the contrary, furloughed employees are not required to apply for promotion to establish seniority in a class of seniority where no seniority is held to maintain their Feb 7th protection.

BIDDING RESPONSIBILITIES OF EMPLOYEES WORKING IN A LOWER CLASS

If a position, for which an employee in service has seniority, is bulletined and it has a rate of pay not in excess of his protected rate but exceeds that which he is presently receiving, and it is located within thirty (30) normal highway route miles via the most direct route from his residence, i.e., accepting the position "*does not require a change in residence*" (see note-page 2), the employee should apply for the position. If the employee in service does not apply for the higher rated position and a junior employee applies for and accepts the assignment, the senior employee's protection and protected rate should not be affected. **However**, his protection payments for the difference between his protected rate and the lower rate of the position he maintains will be reduced or suspended completely, as applicable, because he will be treated as though he is occupying the position he elected to decline pursuant to the provisions of Article IV, Section 4 of the Feb 7th Agreement which states:

"If a protected employee fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position he elects to retain, he shall thereafter be treated for the purposes of this Article as occupying the position which he elects to decline."

If, in the above scenario, the position in question is located **MORE** than thirty (30) highway route miles via the most direct route from his residence, the employee may not need to apply for the position to maintain his Feb 7th protection payments. **You should ALWAYS contact your union representative for guidance any time the position in question is more than thirty (30) normal highway route miles via the most direct route from your residence.**

BUMPING/DISPLACEMENT RESPONSIBILITIES FOR ALL EMPLOYEES

All employees displaced from their assignment for any reason or who have had their position abolished, must exercise their seniority to any position they have a right to fill utilizing their existing seniority before entering a furloughed status regardless of the location of the assignments available. If an employee enters a furloughed status while a junior employee he could have displaced remains working, the employee will forfeit his Feb 7th protection permanently. The only exception to this general rule is when written agreement language exists which expressly indicates that employees will not impair or jeopardize any Feb 7th protection or benefits to which they may now or in the future be entitled under any protection conditions or agreement if they elect not to fill specifically identified assignment opportunities. Do **not**

confuse such an exception with language of the collective bargaining agreement that merely indicates employees have no obligation to fill an assignment they have a right to fill utilizing their existing seniority. While there may not be a responsibility to fill such a position under the terms of the collective bargaining agreement, the employees will still be required to fill all bulletined positions that they have the right to fill utilizing their existing seniority to maintain their Feb 7th protection absent a written exception as that outlined above.

For those employees who are able to hold a position in the exercise of seniority, they may first exercise seniority to positions that are located within thirty (30) normal highway route miles via the most direct route of their residence without jeopardizing any protection or entitlements under the Feb 7th Agreement. If, however, there are two (2) or more positions an employee may hold utilizing his existing seniority which are located within that thirty (30) miles and the employee chooses to exercise seniority to the position with a lower rate as opposed to the other one in which he holds protective status, his protection and protected rate should not be affected. **However**, he will not be entitled to protection payments for the difference between his protected rate and the lower rate of the position he accepts because he will be treated as though he is occupying the position he elected to decline pursuant to the provisions of Article IV Section 4. quoted herein. Remember, if a position that does not require a change in residence is unavailable, you must exercise seniority to distant positions regardless of their location before entering a furloughed status. If you do not, you will permanently forfeit protected status.

NOTE:

An unresolved dispute exists between BMW and this Carrier regarding what constitutes a change in residence. BMW contends that a "change in residence" as referred to in the Feb 7th Agreement means a work location that is located more than thirty (30) normal highway route miles via the most direct route from his/her residence. The Carrier's position is that it believes the mileage figure is one hundred (100) miles. **Because of this unresolved dispute, you should ALWAYS contact your union representative for guidance any time the position in question is more than thirty (30) normal highway route miles via the most direct route from your residence.**

The parties agree that **mobile positions are NOT considered assignments that require a change in residence** because employees filling such assignments are provided away-from-home meals and lodging, or expenses/per diem allowances therefor. Employees should, therefore, attempt to occupy mobile positions that they have the right to fill utilizing their existing seniority (bidding and bumping) to maintain their protected rate and protection payments for the same reasons explained heretofore.

If after referring to these guidelines, you still have a question concerning your responsibilities under the Feb 7th Agreement, DO NOT GUESS. Instead, contact a union representative as soon as possible for advice.