

APPENDIX D – VACATIONS

VACATION AGREEMENT – EASTERN DISTRICT DATED 06/19/1986

2210-1
140.80-5

AGREEMENT

between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT

and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

VACATION AGREEMENT - EASTERN DISTRICT

Section 6 of the National Vacation Agreement effective July 1, 1949 reads as follows:

"Vacations shall be taken between January 1st and December 31st however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed."

In applying Section 6 of the National Vacation Agreement quoted above, IT IS AGREED:

PART I

SCHEDULING VACATIONS

1. As soon as practicable prior to beginning of the vacation year Superintendent shall determine in accordance with the National Vacation Agreement the vacation entitlement of employes covered by this agreement: ("Vacation Year" as used in this agreement is the calendar year beginning January 1.)
2. The classification of employes (Engineer or fireman), for the purpose of selecting vacation periods, shall be determined by the grade of service (Engineer or fireman) to which they are regularly assigned at noon on November 15th prior to the vacation year.

3. A list of Engineers eligible for vacation, showing the number of weeks for which eligible, shall be prepared in seniority order for each seniority district and a copy furnished the Local Chairman of the Brotherhood of Locomotive Engineers.
4. Local officers and Local Chairmen, consistent with requirements of the service, shall determine the maximum number of Engineers on each seniority district who can be granted vacation during each week of the vacation year. If consistent, all weeks in the vacation year shall be used when scheduling vacations.
5. Engineers in each seniority district shall be given the opportunity in seniority order to select vacation period, or vacation periods, of one or more weeks with the number of vacation periods selected not to exceed the total number of full weeks of vacation entitlement.
6. When Engineers fail to select their vacation period (periods) they shall be assigned vacation period (periods) by local officers and Local Chairmen.

PART II

ADVANCING AND/OR DEFERRING VACATION PERIOD (PERIODS)

After vacation schedules have been prepared in accordance with Part I above, Engineers may advance and/or defer vacation period (periods) subject to the following:

1. Subject to Paragraph 4 of Part I of the agreement, vacation periods of one or more weeks may be advanced and/or deferred. In the event the number of Engineers requesting to advance and/or defer their vacation to a particular period exceeds the maximum number determined under Paragraph 4 of Part I of this agreement, seniority shall prevail.
2. When a vacation period of one week or more is advanced or deferred under the provisions of Paragraph 1 of this Part II the Engineer shall specify the vacation period he is advancing or deferring.
3. Gaps in the vacation schedule caused by advancing or deferring vacation periods shall be filled by the senior employe making written application therefore subject to the limitations set forth in Paragraph 1 of the Part II.
4. Employes who desire to advance or defer a vacation period (periods) in accordance with this Part II must make written application at least 7 days in advance of the requested vacation.
5. Notwithstanding the maximum number as determined in Paragraph 4 of Part I of this agreement, if it is found there is a surplus of men during any vacation period, employes desiring vacation during such period may be relieved at their request with the approval of the officer in charge, with preference given to senior men.

PART III

Appendix D

Vacation Agreement 6/19/1986

SPLITTING VACATIONS

1. Engineers who are qualified for a vacation of two, three, four, or five weeks with pay under the provisions of the Vacation Agreement of April 29, 1949, as amended, will, upon written request: to the officer in charge, and subject to his approval and the availability of extra employees to provide relief, be permitted to take their vacations in installments as follows:
 - (a) Engineers who are qualified for a two weeks' vacation may take their vacation in two installments of one week each.
 - (b) Engineers who are qualified for a three weeks' vacation may take their vacation in two installments of one week and two weeks or vice versa, or in three week installments of one week each.
 - (c) Engineers who are qualified for a four week vacation may take their vacation in four installments of one week each or combinations of one week, two weeks, and/or three week installments not to exceed a total of four weeks vacation, and provided Extra Engineers are available for relief.
 - (d) Engineers who are qualified for a five-week vacation may take their vacation in five installments of one week each or combinations of one week, two weeks and/or three weeks and/or four weeks, not to exceed a total of five weeks vacation, and provided Extra Engineers are available for relief.
 - (e) Vacations taken in installments in accordance with subsections (a), (b) or (c) of this Part III must be taken in advance of the individual employe's scheduled vacation period as established by the provisions of the December 30 Agreement.
 - (f) Vacation periods may not be deferred, except as provided in Part II.
 - (g) When a portion of the employe's vacation has been taken in installments under Paragraphs (a), (b), (c) and (d) of this Part and when portions of an employe's vacation have been advanced in accordance with Part II of this Agreement, all remaining portions of the employe's vacation must be commenced on the first date set in the original vacation schedule, except as provided in subsection 2(a) of this Part.

2.
 - (a) Employees who, because of preference seniority, have been scheduled and assigned a vacation period on the official vacation schedule for the last four weeks in December and who advance only a portion of their vacation (one, two or three weeks as the case may be) under the terms of Parts II and III of this Agreement, will commence and complete the remaining, portion of their scheduled vacation in the month of December. The final or last two or three weeks of December, as may be the case, will be reserved to such seniority employees. This exception for taking the remaining portion of a scheduled vacation shall not apply to any other employees nor to any other vacation period in the calendar year.

- (b) The Company shall assume no additional expense in granting vacations in installments under this Agreement.
- (c) Subject to the provisions of subsections 1(?) and 2(b) of Part III of this Agreement, employes working at outside points where extra boards are not maintained shall be privileged to take their vacations in installments: provided, however, that where deadheading is involved the following regulations shall apply:
 - (i) Deadhead payments under this split vacation arrangement shall be limited to one round trip and such payments shall be allocated as follows:
 - a. Except as provided in subsection 2 of this Section (c), the first relief employe to deadhead to the outside point to protect the first installment of a vacation will be allowed deadhead pay to the outside point. Deadhead trips of other employes to an outside point to protect either the second, third or fourth installment of a vacation shall not be paid for.
 - b. The last relief employe to return from an outside point after the last installment of a vacation has been taken will be allowed deadhead pay from the outside point to the point where the extra list is maintained.
 - c. Intervening deadhead trips to and from outside points which occur between the first and last installment under this split vacation arrangement shall not be paid for.
 - (ii) Deadhead movements under this Vacation Agreement shall not be paid for if they are otherwise not payable, such as deadhead movements occasioned by and coupled to mileage regulations.
 - a. Employes who have made written application to take their vacations in installments and have received permission to do so, will submit time return to the timekeeper for payment of that portion of their vacation allowance in proportion to the amount of the vacation taken.
 - b. Employes at outside points who elect to take their vacations in installments shall advise engine dispatchers, timekeepers and others of the precise conditions for which such vacations are requested. Time allowances for deadhead trips will not be made until all supporting data has been furnished and checked.
 - c. An employe who has been absent from service account sickness or for personal reasons not less than seven (7), fourteen (14), twenty-one (21), and/or twenty-eight (28) days and who desires to allocate such absence's against any vacation periods due must, at the time he returns to service, notify the engine dispatcher or other

designated representative of the Carrier that such absences from service are to be charged against vacation periods as may be due.

PART IV

ACCELERATING AND DELAYING

STARTING DATE OF VACATION

1. Except as otherwise provided in this Part IV, vacation periods shall begin at 12:01 A.M. on the 1st, 8th, 16th or 23rd of each month of the year.

2.

(a) When an Engineer receives compensation chargeable to the day his vacation is scheduled to begin, his vacation shall begin at 12:01 A.M. on the following day.

This Paragraph 2(a) shall be applied as follows:

EXAMPLE 1 - An Engineer is scheduled to begin his vacation on August 1st. On July 31st he is called at the far terminal at 10:00 P.M., and arrives at the home terminal at 3:00 A.M., on August 1st. The Engineer shall be considered as having begun his vacation at 12:01 A.M., August 1st.

EXAMPLE 2 - An Engineer is scheduled to begin his vacation on August 1st. On August 1st he is called at the far terminal at 12:01 A.M., and arrives at the home terminal at 5:10 A.M., on August 1st. The Engineer shall be considered on vacation at 12:01 A.M., August 2nd.

(b)

i. An Engineer in road service may accelerate his assigned vacation period to commence on any day following completion of his final trip prior to the assigned starting date of his scheduled vacation period.

EXAMPLE - An Engineer whose vacation is scheduled for May 8th reports for his final trip at the far terminal on May 4th and ties up at the home terminal on May 5th. Such Engineer may advance his vacation period to commence on May 5, 6 or 7.

Note. In this example the vacation may be advanced to May 5th inasmuch as the final trip commenced May 4th and no earnings would be credited to May 5th.

ii. To avoid loss of a round trip an Engineer may return to service on the final day of his vacation period when the turn to which he is assigned will be called at the home terminal on that date.

- iii. Vacations must be taken at the home terminal and shall commence at 12:01 A.M. on the date specified by the Engineer, provided no compensation is credited to the date selected.
 - iv. Notice of intent to advance an assigned vacation period must be given to the crew dispatcher or other designated Company representative.
 - v. The number of scheduled days in a vacation period shall not be extended nor reduced nor otherwise affected when an Engineer accelerates the vacation period or performs service on the final day of a vacation period under the provisions of this Part IV 2(b).
- (c) Engineers regularly assigned to a 5-day work week yard assignment may commence their vacation on the 1st day of their work week immediately preceding or following the 1st, 8th, 16th or 23rd day of the month.

PART V

MISCELLANEOUS

1. The Company shall assume no additional expense in granting vacations in multiple periods, advancing and/or deferring vacation periods or accelerating or delaying starting date of vacation periods.
2. Subject to the provisions of Paragraph 1 of this Part V, when an employe working at an outlying point is relieved when taking his vacation and such relief results in the deadheading of an employe or employes, the following shall apply:

Deadhead payments under this agreement shall be limited to one round trip and such payments shall be allocated as follows:

 - i. Except as provided in Paragraph (iv) below the first relief employe to deadhead to the outlying point to protect the first installment of a vacation shall be allowed deadhead pay to the outlying point. Deadhead trips
 - ii. Except as provided in Paragraph (iv) below the last relief employee to return from an outlying point after the last installment of a vacation has been taken shall be allowed deadhead pay from the outlying point.
 - iii. Intervening deadhead trips to and from outlying points which occur between the first and last installment under this agreement shall not be paid for.
 - iv. Deadhead movements under this agreement shall not be paid for if they are otherwise not allowable, such as deadhead movements occasioned by and coupled to mileage regulations, exercise of, seniority etc.
- 3.

NOTE: (This paragraph revised by 1992 Split Vacation Agreement and is not reproduced herein.)

4. It is understood that the official vacation schedule establishes no guarantee that an employee shall receive the vacation scheduled. It is recognized that the exigencies of the service create practical difficulties in providing vacations to all employees. The right of the Company to withhold employees from scheduled vacations is recognized and, where that is done, the employee shall be allowed pay in lieu thereof, as provided for in the National Vacation Agreement.

This Agreement is effective for vacation year beginning January 1, 1987 and shall remain in effect until terminated effective January 1 of any calendar year by service by a 90-day written notice by either party upon the other.

This Agreement supersedes all conflicting agreements including the following, which agreements shall be reinstated if this Agreement is terminated:

- (1) Agreement of December 30, 1964, "Vacation Schedules"
- (2) Agreement of December 31, 1965, "Advancing and(Deferring Vacation Periods"
- (3) Agreement of April 22, 1968, "Advancing and Deferring Vacation Periods"
- (4) Agreement of September 13, 1971 about vacations for Yard Engineers occupying 5-day work week assignment
- (5) Agreement of March 22, 1972, "Pool Freight Service"
- (6) Agreement of May 30, 1972, "Advancing or Deferring Vacation Periods -- Five Day Work Week Yard Engineers"
- (7) Agreement of October 15, 1974 about vacations for the First Seniority District

Dated at Omaha, Nebraska, this 19th day of June, 1986.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

/s/ E. G. Becker
E. G. Becker
General Chairman

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

/s/ W. E. Naro
W. E. Naro
Director-Labor Relations/ED

SPLIT VACATION AGREEMENT DATED 10/23/1992

2210.60-1
140.80-5

Agreement

between the

**UNION PACIFIC RAILROAD COMPANY
and**

BROTHERHOOD OF LOCOMOTIVE ENGINEERS (BLE)

SPLIT VACATION AGREEMENT

To provide for an alternate method of scheduling vacation entitlements for Engineers.

IT IS AGREED THAT:

- A. Engineers who are qualified for a vacation of two, three, four or five weeks, with pay, under the provisions of the Vacation Agreement of April 29, 1949, as amended, will, in accordance with the various scheduling provisions of the Road and Yard Vacation Agreement, and subject to approval and the availability of extra employees to provide relief, be permitted to take their vacations in installments as outlined below:
1. Engineers who are qualified for two weeks' vacation may take their vacation in two installments of one week each.
 2. Engineers who are qualified for a three-week vacation may take their vacation in two installments of one week and two weeks or vice versa, or in three installments of one week each.
 3. Engineers who are qualified for a four-week vacation may take their vacation in four installments of one week each or in combinations of one week, two weeks, and/or three week installments, not to exceed a total of four weeks' vacation.
 4. Engineers who are qualified for a five-week vacation may take their vacation in five installments of one week each or combinations of one week, two weeks, three weeks, and/or four week installments, not to exceed a total of five weeks' vacation.
 5. Employees who are in yard service, regularly assigned or extra board, will be allowed to take up to two (2) weeks of their vacation one (1) day at a time under the following conditions:
 - a) Compensation will be calculated by taking one-fifth (1/5) of the one-fifty-second (1/52) rate.

Appendix D

Split Vacation Agreement 10/23/1992

- b) The Carrier will be notified forty-eight (48) hours in advance of the employe's desire to take the one (1) day. This, however, will not restrict the Carrier from allowing the one(1) day vacation with less notice if working conditions are acceptable.
- c) The employe will inform the Carrier which assigned week(s) is/are to be split at the time of vacation scheduling. If the designated week(s) arrives and all days have not been taken, the balance will be taken on the initial day scheduled.

EXAMPLE: An employe has two (2) weeks scheduled beginning November 1 and designates same as the split weeks. If all ten (10) days have not been taken by November 1, the balance will commence November 1 for the remaining days not taken.

- d) Additionally, if an employe uses a one (1) day vacation while in yard service and subsequently exercises seniority in road service, no additional one (1) day vacations will be allowed while in road service. And, if the designated week arrives while still in road service, the employe will observe the balance of vacation days commencing with the first day of the scheduled vacation week that was split.
 - e) Employes who are in road service or on road or combination extra boards will be allowed to take up to two (2) weeks of their vacation one (1) day at a time under the same conditions, except their compensation shall be based on one-seventh (1/7) of the one-fifty-second (1/52) rate.
 - f) Employes who elect one-day vacations will be required to take paid vacation days prior to non-paid days until the one-day vacations are exhausted.
6. January 1 shall be considered the anniversary date for an employe whose anniversary falls during the calendar year in which vacation is taken. If an employe qualifies for the additional week of vacation under this waiver but leaves the employment of the Company for any reason prior to his anniversary date (e.g. resignation, dismissal, retirement, death) he will not be entitled to compensation for the additional week of vacation.
7. Vacation periods, once scheduled, may be advanced or deferred only under the following conditions:
- a) All or any installment of an employe's vacation may be advanced or deferred into open slots subject to manpower and operational requirements. In the event several employes wish to advance or defer their vacations to the same period, seniority will prevail.
 - b) Employes who desire to advance or defer all or a portion of their vacation period must make written application to the Local Chairman and CMS at least (7) days in advance of the desired change.

- c) When a portion of a vacation is advanced or deferred, the employe will specify which installment is to be moved.

EXAMPLE: An employe with two weeks of vacation is scheduled for the period July 1-14. One week of the vacation is advanced to an open slot the week of June 1-7. The employe must specify which week will be moved and which will remain as originally scheduled, i.e., move the week of July 1-7 and keep the week of July 8-14.

- d) Yard service employes may adjust their vacation period to commence on the day following their designated days off.

8. Vacations will be scheduled to begin on Monday of each week in lieu of scheduling on the 1st, 8th, 16th and 23rd.

9. The Carrier shall assume no additional expense in granting vacations in installments under this Agreement.

B. Subject to the provisions of this agreement, employes working at outside points where extra boards are not maintained shall be privileged to take their vacations in installments; provided, however, that where deadheading is involved, the following regulations will apply:

1. Deadhead payments under this split vacation arrangement shall be limited to one round trip and such payments shall be allocated as follows:

- a) The first relief employe to deadhead to the outside point to protect the first installment of a vacation will be allowed deadhead pay to the outside point. Deadhead trips of other employes to the outside point to protect either the second, third, fourth or fifth installment of a vacation shall not be paid for.

- b) The last relief employe to return from an outside point after the last installment of a vacation has been taken will be allowed deadhead pay from the outside point to the point where the extra list is maintained.

- c) Intervening deadhead trips to and from the outside" point which occur between the first and last installment under this split vacation arrangement shall not be paid for.

2. Deadhead movements under this vacation agreement shall not be paid for if they are otherwise not payable, such as deadhead movements occasioned by and coupled to mileage regulations.

- a) Employes who have made written application to take their vacations in installments and have received permission to do so, will submit time return to the timekeeper for payment of that portion of their vacation allowance in proportion to the amount of the vacation taken.

- b) Employees at outside points who elect to take their vacations in installments shall advise crew dispatchers, timekeepers and others of the precise conditions for

which such vacations are requested. Time allowances for deadhead trips will not be made until all supporting data has been furnished and checked.

- C. It is understood that this schedule of vacations on the official vacation schedule establishes no guarantee that any employee shall be released for vacation at the time scheduled. It is recognized that the exigencies of the service create practical difficulties in providing vacations to all employees. The right of the Company to withhold employees from scheduled vacations is recognized and, where that is done, the employee will be allowed pay in lieu thereof, as provided for in Section 1 of the National Vacation Agreement effective July 1, 1949, as amended.
- D. In return for the Carrier granting the splitting of vacations, the following condition will apply:
1.
 - a) An employee working under this Agreement will be automatically marked-up on his assignment at 12:01 A.M. on the day after the employee's excused absence expires, except as provided in (b) below. For example, an employee's vacation begins on December 1 for 7 days, at 12:01 A.M. on December 8 the employee will be marked up on his regular assignment.
 - b) Employees shall be permitted to extend their unavailability for up to forty-eight (48) hours from 12:01 A.M. on the day after the employee's vacation expires. It will be the employee's responsibility to notify CMS of their extension no later than the automatic mark up time.

NOTE: An employee may take less than forty-eight (48) hours. For example: an employee calls CMS prior to the automatic mark up and advises that he/she will be pushing back their mark up from 12:01 A.M. Monday until 12 Noon on Tuesday.
 2. If an employee finds it will be impossible to return to service after being automatically marked up, the employee must contact CMS with a valid excuse in an effort to get permission to extend the absence for a specific length of time. If an extension is granted, the employee will again be automatically marked up at the conclusion of the extension.
 3. Employees who are not available for their regular assignment including the extra board after being automatically marked up and have no valid excuse may be subject to discipline in accordance with the applicable discipline rules.
 4. Nothing in this Agreement prohibits an employee from requesting additional time off in connection with their vacation and CMS granting the request if manpower and operational needs permit.
- E. The practice of allowing BLE Local Chairmen to "float" their vacations rather than assigning them specific dates will continue.
- F. It is understood and agreed that the advancing vacation and returning from vacation Agreement dated March 22, 1972 is still in force and effect.

- G. Any Agreements, Rules or Understandings (Road or Yard) which conflict with this Agreement are superseded by this Agreement.
- H. This Agreement including any side letters shall become effective January 1, 1993, and shall terminate thirty (30) days after written notice is served by either party on the other.

Signed at Omaha, Nebraska, this 23rd day of October, 1992.

FOR THE ORGANIZATION:

FOR THE CARRIER:

/s/ M.A. Young
M. A. YOUNG
General Chairman

/s/ W.S. Hinckley
W. S. HINCKLEY
Director Labor Relations

48 HOUR VACATION EXTENSION CLARIFICATION 04/20/2011

UNION PACIFIC RAILROAD COMPANY

D. K. Peitzmeier
Director
Labor Relations



BUILDING AMERICA

1400 Douglas Street
STOP 0710
Omaha NE 68179-0710
Office (402) 544-3755
Fax (402) 501-0118

April 20, 2011
2210.60

Mr. M. A. Young
BLET General Chairman
11620 Central Avenue, Room 203
Cheyenne, WY 82001

Dear Sir:

This concerns our recent discussion concerning the need to jointly clarify the intent of Paragraph D. 1.(b) of the October 23, 1992 "Split Vacation Agreement" .

This will reflect our concurrence that it was the intent of the 1992 Agreement that Paragraph D. 1. (b), only apply to employees observing block vacation, not to employees observing single day week(s) of vacation. Accordingly, it is understood and agreed that even though an employee may be absent a full week, if that absence stems from the observance of a designated single day week of vacation, that employee has no agreement right to elect at the end of that vacation to extend their unavailability period up to 48 hours.

It is also understood and agreed it was the intent of the 1992 Agreement that for those employees who are observing block vacation and properly request to extend their unavailability period from this vacation, CMS may not deny this election. In other words, so long as the employee is observing a block week of vacation and notifies CMS prior to the automatic mark up time as set forth in Paragraph D. 1. (b) of their election to extend their unavailability, CMS must honor this election and allow the employee to remain unavailable for up to forty-eight (48) hours, at which time such employee will then be automatically marked up.

If the above accurately reflects our joint clarification concerning the intent of Paragraph D. 1. (b) of the October 23, 1992 "Split Vacation Agreement", please sign in the space indicated below.

Yours Truly,

/s/ D. K. Peitzmeier

AGREED:

/s/ Michael Young
M. A. Young
General

Chairman,

BLET

Appendix D

48 Hour Vacation Extension Clarification April 20, 2011

VACATION AGREEMENT ADMINISTRATION MODIFICATIONS DATED 07/28/2004

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

VACATION AGREEMENT ADMINISTRATION MODIFICATIONS

Union Pacific Railroad Company (hereinafter "UP," "Company" or "Carrier") and the Brotherhood of Locomotive Engineers and Trainmen (hereinafter "BLET" or "Organization") acknowledge that different practices and applications of some agreement provisions have evolved. Consequently, the parties recognize there is a benefit to both UP and its employees to have a more uniform and standardized method for applying certain agreement provisions. This Agreement is a part of the effort to standardize the handling of certain agreement provisions.

SECTION 1 — CROSS-CRAFT QUALIFICATION

- A. Effective January 1, 2005, Article IX, Section 1, Paragraphs (a), (b), (c), (d) and (e) of the May 13, 1971 BLE National Agreement, as amended, will be modified and applied as follows:

Previous years of service in a non-operating agreement covered craft with Union Pacific will be considered in determining the number of vacation-week(s) a former non-operating craft employee will qualify for if he/she is employed in engine service.

Example: A non-operating agreement covered employee with seven (7) years of prior service on Union Pacific is employed in engine service. That employee has qualified for vacations under his/her non-operating vacation agreement all of the preceding seven (7) years. He/she will be considered as having met the minimum qualifying and accumulation requirements necessary in qualifying for vacation weeks as an Engineer for all seven (7) years. If a non-operating agreement covered employee qualified for vacation under the non-operating vacation agreement only five (5) of those seven (7) years, only the five (5) years he/she qualified for vacation would be considered in determining the number of weeks of vacation he/she

Appendix D

48 Hour Vacation Extension Clarification April 20, 2011

would be entitled as an Engineer. Thereafter, qualifying criteria would be governed/accumulated under the operating vacation agreement."

- B. Non-operating craft employees will not be permitted to duplicate or pyramid vacation weeks upon working in engine service. In the calendar year a move to engine service occurs, non-operating employees may be required to observe all of their vacation from a non-operating craft before entering engine service, time and service requirements permitting. Unused vacation from a non-operating craft that cannot be observed prior to entering engine service may, at the Carrier's discretion, be scheduled or paid in lieu thereof.
- C. Employees not yet qualifying for a vacation in the following year in the pre-transfer craft or position will be entitled to combine the prior non-operating service with engine service for such qualifying purposes in the calendar year of the transfer. In effect, the service in the pre-transfer craft or position will be treated as engine service for qualifying purposes.

SECTION 2 — WEEKLY VACATION SPLITS

Commencing January 1, 2005 — i.e., for vacation benefits to be used (taken) during calendar year 2005 — Engineers may request up to the maximum number of weekly splits possible in scheduling their allotted vacation weeks. Such splits shall not be in less than one-week increments.

Example 1: An Engineer entitled to receive five weeks vacation may split his or her vacation allotment into a maximum of five separate weeks when scheduling his or her vacation.

Example 2: An Engineer entitled to receive three weeks of vacation may split his or her vacation allotment into a maximum of three separate weeks when scheduling his or her vacation.

SECTION 3 — SINGLE DAY VACATION ALLOTMENT

- A. The parties have agreed to amend the provisions of Section 2 Article V of the 1996 BLE National Agreement to be effective for vacations scheduled for the calendar year 2005. Qualified employees may take up to three (3) weeks of their annual vacation in single day increments.
- B. All single vacation days will be scheduled in a one-week (or a two- or three-week) block. Employees can use single days from that block prior to the

scheduled time by rescheduling the day (or days) with CMS. Any unused portion of the single days must be taken by the end of the scheduled week.

C.

1. A week of single day's vacation for employees holding regular yard service assignments and yard boards wherein the employees have and observe assigned rest days, shall consist of five (5) days.
2. A week of single day's vacation for employees holding positions in road service, on road extra boards, combination road/yard extra boards or on yard boards wherein the employees do not have or observe rest days, shall consist of seven (7) days.
3. A week of single day's vacation for employees holding a six-day assignment shall consist of six (6) days.

SECTION 4 — VACATION GROUP

- A. The scheduling of an employee's vacation for the upcoming or current year shall be based on the location and class(es) of service where he/she was assigned for a preponderance of the time during the six (6) month qualification measurement period. The qualification measurement period shall be April 1 through September 30.

NOTE: This does not affect arrangements under which craft (i.e., Engineer, hostler, and train service) is determined for vacation scheduling purposes.

- B. This Section 4 will not modify existing arrangements governing vacation groupings or other matters pertaining to vacation scheduling.

SECTION 5 — DEFERRING/ADVANCING VACATION START DATE

An employee may, if desired, defer (start after the scheduled date) or advance (start prior to the scheduled date) vacation up to three (3) days after or before the scheduled start date. An employee desiring to advance or defer his/her vacation must notify CMS no less than twenty-four (24) hours prior to the day the vacation is scheduled to commence. The parties will endeavor to accommodate the requests for advancing or deferring vacation. However, granting requests to advance or defer vacation will be subject to the needs of UP's service.

SECTION 6 — GENERAL AND SAVINGS CLAUSE

- A. The increasing of vacation opportunities and flexibility as set forth herein shall not cause Carrier to incur any additional employee protection expense or guarantee payments as a result thereof.

- B. In the event the provisions of this Agreement conflict with a provision of any other agreement, understanding or practice, the provisions set forth herein shall prevail and apply.
- C. Existing rules and practices regarding the handling of vacations not specifically amended by this Agreement, including, but not limited to, scheduling of vacations, scheduling of single days vacation, and handling of vacation splits and/or single day vacations, shall continue in effect without change.

SIGNED THIS 28th DAY OF July, 2004, IN OMAHA, NEBRASKA

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS
AND TRAINMEN:**

/s/ T. J. Donnigan
T. J. Donnigan
General Chairman

C.R. Rightnowar
General Chairman

/s/ D.W. Hannah
D.W. Hannah
General Chairman

/s/ G. Gore
G. Gore
General Chairman

/s/ B.A. MacArthur
B. A. MacArthur
General Chairman

/s/ M.A. Young
M.A. Young
General Chairman

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

/s/ S.F. Boone
S. F. Boone
Director, Labor Relations

/s/ R.D. Rock
R. D. Rock
Director, Labor Relations

/s/ A.C. Hallberg
A. C. Hallberg
Director, Labor Relations

/s/ R.P. Guidry
R.P. Guidry
Director, Labor Relations

/s/ T.M. Stone
T. M. Stone
Director, Labor Relations

APPROVED:

/s/ E.L. Pruitt
E. L. Pruitt
Vice President

/s/ D.L. McPherson
D. L. McPherson
Vice President