

MEMORANDUM OF AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN
(Union Pacific – Eastern District)

Union Pacific Railroad Company (“UP”) and the Brotherhood of Locomotive Engineers and Trainmen, Eastern District General Committee of Adjustment (“BLET”) have agreed to address several subjects of mutual interest and to standardize and simplify certain collective bargaining agreement (“CBA”) provisions governing rules and working conditions. In this regard, the parties’ signatory hereto agrees the following modifications/amendments shall apply for engineers working under the jurisdiction of the UP – Eastern District BLET General Committee of Adjustment.

Except where specifically indicated otherwise herein, the terms of this agreement will be effective on December 1, 2021.

Signed this 5th day of (Month) November, 2021.

For Brotherhood of Locomotive
Engineers and Trainmen:

For Union Pacific Railroad Company:

Chad M Lambert

Chad M. Lambert
General Chairman

Jennifer E. Powell

Jennifer E. Powell
Director - Labor Relations

APPROVED:

Naomi Deines

Naomi Deines
General Director - Labor Relations

ARTICLE I - FINANCIAL INTERACTIONS

- A. Engineers will receive their pay and/or other compensation from UP via electronic delivery/transfer or other such or similar technologies to their respective financial accounts (e.g., bank, credit union, etc.) referred to as "direct deposit". Engineers shall maintain an account at a financial institution capable of receiving and processing such monetary deliveries/transfers via electronic or other technological means used by UP.
- B. Engineers currently not receiving pay or compensation via direct deposit will be mailed an explanation of this requirement and the workings of the direct deposit process. This mailing will contain an explanation of the process for enrolling in direct deposit (or other such delivery/transfer technologies or processes) and the time frame within which he or she is required to complete the enrollment.
- C. Engineers shall receive their payroll recaps, W-2s and other personal or payroll information or reports from UP via electronic transfer, the internet or other such or similar delivery/transfer technologies. This may include the automated or electronic exchange, delivery, etc. of such information and monetary items, including but not limited to union dues, etc.
- D. UP will continue to ensure a resource is available to permit engineers to review and/or print their payroll recaps, reports, etc. (e.g., "ePayroll").
- E. Existing Agreement requirements to provide a paper copy or delivery via U.S. Mail of paychecks, any other compensation, or payroll recaps are hereby eliminated. This will serve to fulfill all agreement requirements and/or obligations of compensation delivery.

ARTICLE II- ELECTRONIC EXCHANGE OF INFORMATION

Existing Agreement provisions and rules governing the delivery, transfer, or exchange of information between BLET and UP (except those addressing the handling of claims, disciplinary charges and investigations, and disciplinary appeals) are hereby amended as follows:

- A. UP will employ electronic means of communication for the delivery and/or exchange of information and/or notifications. This will include, but is not limited to required notices, confirmations or contacts, communiques, work related information, etc.
- B. UP and BLET recognize the ever-changing nature, state and impact of technology. Consequently, it is likewise recognized the systems, processes and technologies used for delivery and exchange of information between UP and BLET will likewise change. Thus, UP and BLET agree to work together, where appropriate and applicable, for use of newer and changing technologies to facilitate the delivery and exchange of our information and to further improve the efficiency of such deliveries and exchanges.

ARTICLE III- PAY STANDARDIZATION/SIMPLIFICATION

- A. Weight on Drivers
 - 1. In lieu of the present weight-on-driver allowance payment, locomotive engineers performing service in the following class(es) of service will be paid an average weight-on-drivers allowance based on the amount actually paid during the measurement period September 30, 2020, through August 1, 2021. The amount to be paid to locomotive engineers for a weight-on-driver allowance will be as set forth in the following table:

Class of Service	Average Weight-on-Driver Allowance Amount
Work Train	\$2.47
Yard Service	\$1.84
Local Freight	\$2.33
Combination Switch & Road Service	\$2.04
Through Freight*	\$1.15

* This amount will be added to the existing 1,200,000-pound (three (3)-unit) rate schedule for through freight service trips.

2. The terms of this Article III, Section A are not intended to modify the circumstances or scenarios in which a weight-on-driver allowance is to be paid to an engineer (HAHT, Overtime etc.), separate from a trip rate.
3. The fifty-six (56) cent differential identified in Rule 16 - Basic Day will be rolled into the working (base) rate as referenced in Article III, Section A(1) for engineers working in through freight service that qualify for local freight service.
4. The six (6) cent per mile over mile allowance identified in Rule 2 - Rates of Pay, Section a, 4 will be rolled into the existing over mile rate of pay for engineers working in local, work train and freight service.

B. Personal Leave Days

1. Effective August 1, 2022, the calendar year for personal leave days will be from August 1st through July 31st. Any remaining personal leave days unused by July 31, 2022, will be banked. Engineers who have banked personal leave days may, at their election, "cash out" all or a portion of their banked personal leave days. The following shall govern:
 - a. UP's Timekeeping bureau will issue a solicitation notice by September 1st of each year. Qualifying engineers desiring to cash-out their banked personal leave days may make one (1) irrevocable request which must be received by Timekeeping no later than October 15th of the current year. Requests submitted or received prior to September 1st or after October 15th will not be accepted or processed.
 - b. Cashed out days will be paid no later than December 1st of the current year. The applicable rate will be based on the engineer's last service performed immediately prior to the date he or she is paid these days.
 - c. An employee making an election pursuant to Section 1 (a) must be working as an engineer at the time they make the election.
2. Engineers in an active status at the time of their retirement or resignation will be paid any unused current year personal leave days in lieu of upon retirement or voluntary resignation at the applicable rate of last service performed. Any unused personal leave days will be paid in lieu of to the estate of a deceased engineer who was in active status as an engineer at the time of their death.

3. It is not the intent of this Article III, Section B to provide personal leave days or payment thereof to engineers who are not entitled or eligible to receive personal leave days under existing agreement provisions (e.g., engineers holding assignments covered by holiday pay rules).

C. Bereavement Leave

Article XI (Bereavement Leave) of the July 26, 1978 BLE National Agreement is modified as follows:

1. Three (3) days will be taken consecutively and paid (3 basic days) in accordance with applicable Agreement provisions for bereavement leave (BV) provided all such leave is taken within thirty (30) calendar days of the death of the qualifying relative.

Note: In cases wherein unique circumstances arise, such cases will be passed along to the General Chairman and the Director of Labor Relations for consideration.

2. It will be incumbent upon the employee to provide all appropriate documentation of the familial connection and death of the qualifying relative.
3. It is not the intent of this Article III, Section C to grant bereavement leave to those not previously entitled to such.

D. Standardized Make-whole Payments

1. The averaged trip compensation amounts shown in the table below will be used when calculating any difference in earnings, or "make-whole", due an engineer assigned to the identified pools pursuant to existing agreement rules.

Board	Territory	Rate
H 186 RE30	Wichita - Salina	\$572.80
H 186 RE38	Wichita Turnaround	\$427.29
KP187 RE03	Salina - Kansas City	\$845.76
KP187 RE04	Salina - Sharon Springs	\$973.86
KP898 RE30	Grand Jct - Bond	\$843.92
KP898 RE34	Grand Jct Turnaround	\$512.32
KX148 RE26	Jeffrey Energy Pool	\$328.10
MX905 RE32	Pueblo - Denver	\$891.02
MX905 RE39	Pueblo - Dalhart	\$992.52
NX284 RE42	North Platte – Mo Valley	\$1,297.72
NZ459 RE51	Mo Valley - North Platte	\$1,297.72
NX00I RE56	C Bluffs - Sioux City	\$821.04
NX284 RE03	North Platte - Cheyenne	\$1,015.08
NX284 RE20	North Platte - Marysville	\$1,127.52
KX148 RE18	Marysville - North Platte	\$1,127.52
NX284 RE22	North Platte - Fremont	\$1,118.82
NX039 RE10	Fremont - North Platte	\$1,118.82
NX284 RE33	North Platte - S Morrill	\$812.96

SW148 RE33	Herington - Pratt	\$670.22
SW148 RE34	Herington - KC	\$819.24
WD640 RE01	Denver - Cheyenne	\$806.58
WD640 RE02	Denver - Sharon Springs	\$887.40
WD640 RE03	Denver-Bond/Pburg	\$873.74
WX510 RE04	Cheyenne-North Platte	\$1000.12
WX510 RE05	Cheyenne - Rawlins	\$767.12
WX510 RE14	Cheyenne - S Morrill	\$697.31
WX510 RE56	Cheyenne - Green River	\$1,374.30
WX683 RE80	Rawlins - Green River	\$662.10

The flat rated payments identified within the chart includes all applicable GWI/COLA increases through July 1, 2019 and will be subject to all future general wage increases and cost-of-living-allowances. These payments are calculated based on the following items: the appropriate trip rate for the run, average overtime, certification pay, and other pay elements that have historically been included in make whole payments. With reasonable cause, either party may request a make whole rate be recalculated to reflect the operational changes of a pool.

2. Flat-rated payment(s) for runs established subsequent to the effective date of this Agreement shall be calculated in the same manner as set forth in this Section (D), except the initial flat-rated make-whole payment for such new run will be based on the first six months of operations. Thereafter, it will be adjusted in accordance with Section D(1) above.
3. Make whole payments to pool engineers who fill vacancies off their regular assignment on another pool, regular assigned local, road switcher, regular yard assignment or perform service typically protected by extra engineers such as turnaround or hours of service relief, will be based on the flat-rated amounts identified in Section D(1).

Note: Refer to Article IV, E(1) "carry turn" of this agreement.

4. The terms of this Article III, Section D is not to be applied in calculating lost time paid pursuant the 1996 BLET System Agreement Discipline Rule.

E. RSIA Mandated Time Off

1. An engineer assigned to a "holiday job" and otherwise meets eligibility requirements for holiday pay, but is unavailable on a designated holiday(s) and/or the day(s) immediately preceding and/or following the designated holiday(s) due to having performed 6/7 consecutive calendar day starts or is "held-in" pursuant to the FRA's interpretation of the 2008 Rail Safety Improvement Act (RSIA), as amended, such status days will be used as "bridge" days to the next scheduled work day of the assignment for the purpose of determining qualification for holiday pay. The intent is to treat the RSIA mandated time off or held in days in the same manner vacation is considered "bridge" days toward qualifying for holiday pay.

Note: Nothing in this Article III, Section E(1) is intended to extend holiday pay consideration to engineers who are not otherwise eligible for reasons such as, but not limited to, having exceeded their annual combined Personal Leave / Holiday allocation, working a mileage (non-holiday) job, etc.

2. An engineer assigned to a guaranteed extra board that experiences a FR event prior to the beginning of their scheduled vacation will not be subjected to forfeiture of guarantee.

F. Delayed Lodging

1. The time in excess of 30 minutes waiting for a room after arrival at the lodging facility will be calculated on a per minute basis at the prevailing basic daily rate. This payment will be separate and apart from the service trip but will be included as earnings for purposes of calculating guarantee.
2. Employees will continue to contact Crew Management Services to report the circumstances causing the delay and to have their rest adjusted in compliance with existing Federal Hours of Service Laws. Time claims submitted will include the following:
 - The time of arrival at the lodging facility.
 - If possible, the name of the hotel staff member involved.
 - The time the employee initiated contact with CMS notifying them of the issue.
 - The time a room was provided.
 - The time rest was adjusted.
3. This payment will not apply in circumstances beyond the control of the lodging facility or the Carrier such as, but not limited to, fire, Acts of God and/or sudden failures to systems involving temperature controls, water, etc., making the facility uninhabitable. However, if an engineer is moved to a secondary lodging facility because of circumstances beyond the control of the lodging facility or the Carrier, a new waiting period will begin after the engineer arrives at the secondary lodging facility.
4. This payment will not apply in instances where an employee rejects a suitable room due to personal preferences.

- G. The seventy-five (75) cent reporting allowance (taxi fare) for engineers required to report to Council Bluffs, Iowa is hereby eliminated.

ARTICLE IV - POOL OPERATIONS

A. Exchanging Trains

1. Engineers working in pool freight service (including a pilot engineer where applicable) who are required to exchange trains enroute, shall be paid accordingly per the following scenarios:

Scenario 1: Engineer A is called at noon. Engineer B is called at 1600. The Engineers are required to trade trains. Engineer A makes it to their final destination (tie-up time) before midnight. Engineer B makes it to their final destination at 0300. Therefore, Engineer A would not have made it to their final destination under the Hours of Service law since Engineer B arrived at 0300. Both engineers under this scenario will be due payment a basic day paid at the through freight rate.

Scenario 2: Engineer A is called at noon. Engineer B is called at 1600. The Engineers are required to trade trains. Engineer A makes it to their final destination (tie-up time) before midnight. Engineer B makes it to their final destination before midnight. Therefore, Engineer A would have made it to their final destination under the Hours of Service law. Under this scenario no payment is due.

2. Such a payment is not applicable to engineers making familiarization trips.

B. Trading Pool Turns

1. Assigned pool freight engineers will be allowed to trade pool turn positions with other engineers in the same pool subject to the following conditions:

- a. The BLET Local Chairman or their designated representative shall submit the request to CMS on behalf of the engineers wishing to exchange pool turns.

Note: CMS will strive to develop a computer-based program to allow engineers to make the trade electronically, eliminating the need to involve the Local Chairman. In the meantime, Local Chairmen will be given access to make the trade without needing to call CMS.

- b. Both engineers shall be at their home terminal when the request is made in order to avoid any disruptions to the operation of the pool. However, an exchange may be made where one engineer is on vacation.
- c. A trade may be made at any time up to call time provided the engineer who must accept the call is rested and available. An engineer may initiate no more than six (6) trades per year. Both engineers involved in the trade must work before initiating another trade.

Example: Engineer A is first out. Engineer B is 20 times out. Engineer C is 30 times out. Engineer A trades turns with Engineer B and is now 20 times out. Engineer A cannot initiate another trade with Engineer C.

C. Freight Pool Rotation

At the away from home terminal Engineers will maintain the same order for which they were called out of their home terminal.

D. Ratio Pool Operations

1. Where Ratio/Equalization Boards are now in place, the following will apply:
 - a. Train Management and the Local Chairman will on a reasonable basis strive to properly maintain the equalization of miles on the respective pools.

In the event the ratio/equalization of miles falls excessively behind, the Local Chairman or his designee will work with Train Management to return the ratio/equalization of miles back to even as soon as possible.

E. Positioning of Pool Freight Turns

1. Pool freight engineers will carry their turn when used to fill a vacancy.
2. When there is a pool vacancy 1st out and no Engineer available on the extra board to fill such vacancy, the first available rested Engineer within the same pool, will carry their turn to the 1st out position.

Note: "Carry Turn" referenced in this Section 1 and 2 means an employee's turn will be removed from the board while they are working off their regular pool turn and will be placed last out when tying up at the home terminal following the off-assignment tour of duty. However, their assignment/turn will maintain its proper place within the pool. Pool freight engineers laying off for company business will have their turn continue to rotate up the board in the usual manner.

3. Pool freight engineers will transfer their turns on seniority moves.

Note: "Transfer Turn" refers to the placement of a turn when an engineer exercises seniority (displaces or makes application) to a turn. If the turn is at the home terminal the employee will be placed to the turn in its existing board position, or to their desired spot within the pool at the time of placement. If the turn is not at the home terminal the turn will be administratively returned to the home terminal and placed either last out on the board, or to their desired spot within the pool at the time of placement.

ARTICLE V – Vacancy Procedures and Call Times

A. Vacancy Procedures/Decision Table

1. The VP/DT's will be in line with the current CBA's for each location. If a dispute arises over an interpretation of the CBA for a VP/DT it will be given to the General Chairman and the Director of Labor Relations for handling. If no resolution is found, it will be sent to arbitration for a final resolution.
2. When a new VP/DT is required, The Local Chairman and CMS will strive to develop a VP/DT to suit the needs of the new board. The new VP/DT will then be forwarded on to the General Chairman and Director of Labor Relations for final approval.

Note: The current VP/DT's will need to be reviewed and modernized with the Local Chairman and CMS, and then forwarded on to the General Chairman and Director of Labor Relations for final approval.

B. Calling Time

1. Rule 18 in the BLET Schedule of Rules Dated April 4th, 2011 is modified to read: At terminals, Engineers in all service, will be called as nearly as practicable, two (2) hours before required to report for duty.

ARTICLE VI - DISPLACEMENT & NOTIFICATIONS

- A. Displaced engineers must exercise their seniority within forty-eight (48) hours of proper notification by CMS of their displacement, except where otherwise noted herein.
- B. In the event an employee cannot be immediately contacted, proper notification will be considered as having been accomplished eight (8) hours from the time CMS calls all contact numbers listed in the employee's personal file in CMTS, one time each and leaving a message if possible. Such attempts will be documented in the employee's work history, as well as CMS' placing an electronic message in the employee's CMTS screen or portal. CMS actually speaking with the employee, receiving a call back from the employee, or the employee's acknowledgment will not be necessary to satisfy this requirement.

Note: Alternative electronic methods of contact (i.e. phone text, portal message, et.al, excluding email), may be used in lieu of phone contact and considered as proper notification pursuant to this paragraph. It is understood employees may accept notification prior to the (eight) hour period referred to above.

- C. For employees displaced while on duty or at the away-from-home terminal, the forty-eight (48) hour displacement period will begin at final tie-up/final release at the home terminal without the need for additional phone notification by CMS.
- D. For employees displaced while unavailable (e.g. compensated or uncompensated layoffs, HOS rest periods, rest period extensions, vacation extensions, assigned rest days, RSIA rest periods, company business, union business, etc.), the forty-eight (48) hour displacement period will begin upon completion of such unavailability period. Nothing prohibits employees from accepting notification during such unavailable period.
- E. Should an Engineer not place within the forty-eight (48) hours, they will be placed to an open assignment in the following order:
 - 1. To the extra board that last protected his/her assignment.
 - 2. Any regular assigned pool, local, road switcher, work train, yard job, at the discretion of Crew Management.

In the event there are no open assignments, the Engineer will automatically displace the junior Engineer working on his/her seniority district or hub.

- F. It is not intended to restrict the rights of engineer to flow back to train service in accordance with any agreement that allows for such, provided they do so within the conditions outlined in any such agreement.
- G. For employees being displaced and/or forced to an assignment further than seventy-five (75) miles from the last work location, the employee will receive an additional forty-eight (48) hours to report.

ARTICLE VII – VACATION MODIFICATION

It is understood that the following vacation agreement amends the BLET Vacation Agreement Administration Modifications effective January 1, 2005, the 1992 Split Vacation Agreement, and the June 19, 1986 Eastern District Vacation Agreement. The following shall govern with respect to assigning and administering vacation periods for locomotive engineers for each calendar year across the UP-ED.

*** Where the term 'local chairman' is referenced throughout this section it is understood to mean the BLET local chairman with jurisdiction or their designee.*

In order to provide an alternative procedure to assign vacation periods and allocate/schedule single days of vacation, it is agreed:

A. Qualification, Craft and Location of Vacation Allocation.

1. The 12-month period (year) for determining vacation qualification shall end on December 15th of the year proceeding the upcoming vacation year and shall commence on December 16th of the preceding year.
2. As outlined in Memorandum of Agreement #321014142210, "Preponderance of Service for Vacation Qualification," attached hereto as Attachment A, the Parties mutually agree that the manner in which the crafts of engineer and train service are determined for an employee for vacation scheduling purposes only, shall be based on the location, craft, and class 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 1st through September 30th.
3. This Section 1 will not modify existing arrangements governing vacation groupings or other matters pertaining to vacation scheduling beyond those items specifically addressed herein.

B. Preparation of Vacation Schedule and Parameter Allocation.

1. On or about November 15th of each calendar year the Carrier officer designated to administer vacation scheduling shall notify the BLET Local Chairman the number of employees it is anticipated may be released for vacation purposes in each vacation period during the vacation year which begins on January 1st of the following year. In addition, the Carrier officer designated to administer vacation scheduling shall, between November 15th and December 1st, provide the BLET Local Chairman with a list of the names of employees who have worked a sufficient amount of time to qualify for one, two, three, four or five weeks of vacation during the following year.
2. Vacations will commence on Monday, except for assignments with scheduled rest days, those employees will be allowed to move their vacation to take place between their rest days.
3. The number of vacations allowed per week in a vacation grouping will be determined by dividing the total number of vacation weeks, and dividing by forty-four (44) rounded to the lowest whole number. In instances where the 44-divisor requires additional vacation slots during a week(s), the local chairman and the Carrier officer designated to administer vacations will select the week(s) in which the additional slots are placed.

Example 1: There are two hundred and ten (210) vacation weeks to be scheduled in the year. The base parameter average using the 44-week divisor is four (4) per week ($210/44 = 4.772$). The .772 fraction equals thirty-four (34) weeks that will allow five (5) off for vacation ($.772 \times 44 = 34$). The Local Chairman will advise the Carrier officer designated to administer vacation scheduling of the thirty-four (34) weeks that the parameter will be adjusted to five (5) per week, with the remaining ten (10) weeks being allotted four (4) per week.

Example 2: There are three hundred and forty-seven (347) vacation weeks to be scheduled in the year. The base parameter average using the 44-week divisor is seven (7) per week ($347/44 = 7.8863$). The .8863 fraction equals thirty-nine (39) weeks that will allow eight (8) off for vacation ($.8863 \times 44 = 39$), with the remaining five (5) weeks allotted seven (7) per week.

Example 3: There are two hundred and sixteen (216) vacation weeks to be scheduled in the year. The base parameter average using the 44-week divisor is four (4) per week ($216/44 = 4.9$). The .9 fraction equals forty (40) weeks that will allow five (5) off for vacation ($.9 \times 44 = 39.6$), with the remaining four (4) weeks allotted four (4) per week.

Example 4: There are two hundred and twenty (220) vacation weeks to be scheduled in the year. The base parameter average using the 44-week divisor is five (5) per week ($220/44 = 5$). Five (5) will be allotted for vacation in each of the forty-four weeks.

4. It is recognized by the parties that smaller vacation groups (i.e. those with less than 100 weeks to schedule) present unique scheduling challenges not served by the above parameters. Accordingly, the applicable Local Chairman and the Carrier officer designated to administer vacation scheduling will confer and agree on the vacation schedule for such groups. If they cannot agree, the matter will be subject to discussion and resolution between the General Chairman and the Director Labor Relations.
5. Regardless of the total amount of weeks to be scheduled for any vacation grouping, the Carrier officer designated to administer vacation scheduling will confer with the BLET Local Chairman on the date vacations will be scheduled and will then place the Local Chairman in the proper status to schedule the vacations.
6. The BLET Local Chairmen will be allowed to "float" their vacations rather than assigning them specific dates.

C. Backfilling Vacation Weeks.

1. A vacation week/slot will be considered open/available once an employee uses all his/her single days from that week/slot, or vacates the week for other reasons (retirement, resignation, etc). The vacated week will then be available to be filled by the Local Chairman with jurisdiction over the vacation grouping in which the vacancy occurs.
2. In the event several employees wish to advance or defer their vacations to the same open week, seniority will prevail.

3. An engineer that advances or defers their vacation into a vacated week will be a solid week of vacation and the engineer will not be permitted to take single days from that week advanced/deferred. This only applies to weeks that were vacated using single days.
 - a. An Engineer would be required to revert a single day week back to a solid week only for the purpose of backfilling to an open week.
 - b. In the event that a week of vacation was vacated due to retirement, resignation, and/or termination such a vacated will be allowed to be taken as single days, if the week being moved was already designated as a week of single days.

D. Advancing/Deferring Vacation Start Date & Vacation Extensions.

1. All vacation weeks will be scheduled to begin on Monday. An employee may, if desired, advance (prior to the scheduled date) or defer (after the scheduled date) their vacation up to three (3) days subject to the following:
 - a. An employee desiring to advance or defer their vacation must notify CMS no less than twenty-four (24) hours prior to the day the vacation is scheduled to commence.

Note: The first twenty-four (24) hours of the request to advance or defer the start date of their vacation will be granted to the employee without restriction unless the request falls on a holiday that occurs on a Friday, Saturday, or Sunday. The remaining time requested by the employee to advance or defer the start date of their vacation will be subject to manpower considerations and the service needs of the Carrier.

2. At the end of their scheduled vacation an employee may, if so desired, request up to forty-eight (48) hours to extend their time off prior to marking up back to service. Employees electing this option must contact CMS prior to the end of their vacation week. Such request will be granted to the employee without restriction.

E. This Agreement supersedes all conflicting agreements. 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.

F. Existing rules and practices regarding the handling of vacations not specifically amended by this agreement including, but not limited to, handling of vacation splits and/or single days, cross craft qualifications and/or vacation groupings shall continue in effect without change.

ARTICLE VIII -GENERAL SAVING CLAUSE

Except as specifically set forth herein, no other Agreement rules, practices, or interpretations are changed by the terms of this Agreement. In the event there is a conflict, the terms of this Agreement will prevail.

Agreed Upon Questions & Answers

Article I – Financial Interactions

Q1: What if an engineer doesn't own a computer how will they access their payroll recaps, W-2's, etc.?

A1: Refer to Section D of this Article.

Article III, Section A - Weight on Drivers

Q2: Will the average weight on driver allowance now be subject to rate increases?

A2: Yes.

Article III, Section B - Personal Leave Days

Q3: What is meant by "active status"?

A3: Active status is defined as any engineer assigned to a regularly assigned road assignment, pool freight, extra board, or bump board. Non-active status are those who are furloughed, decertified, disqualified, or terminated due to a rule or attendance violation, or on a medical, short term, or any other type of leave of absence.

Q4: Will Engineers still be allowed to bank Personal Leave days after the effective date of this Agreement?

A4: Yes, the provisions that allows Engineers to bank a maximum of 60 personal leave days is not modified.

Article III, Section C - Bereavement Leave

Q5: Do all BLET represented positions qualify for the modified bereavement provisions?

A5: Yes, provided the employee is in active status on the date of a covered family member's death.

Q6: What is meant by "active status"?

A6: Active status is defined under Q&A No. 3. For purposes of this Section C, it will also apply to engineers assigned to yard service.

Q7: May an employee request bereavement leave while on vacation?

A7: No. The employee may take three (3) days prior to or subsequent to the vacation period provided all other conditions are met.

Q8: If an engineer on a GEB elects to take their bereavement prior to their vacation will their guarantee be forfeited?

A8: No

Article III, Section D – Standardized Make-Whole Payments

- Q9: When a pool engineer on a blueprinted pool fills a vacancy as described in Section 3, how will their pool turn be handled?
- A9: The engineer will carry their turn with them and upon tie up from such an assignment, one trip count will be added to their turn.
- Q10: When a pool engineer on a non-blueprinted pool fills a vacancy as described in Section 3, how will their pool turn be handled?
- A10: The engineer will carry their turn with them and upon tie up from such an assignment their turn will be placed at the bottom of the pool.
- Q11: When a pool engineer fills a vacancy as described in Section 3, how will they be compensated?
- A11: They will be paid the greater of either the actual amount earned or the amount listed in the flat rate table provided in Section D(1) for their respective pool.
- Q12: How will an engineer on a pool assignment laid off for rules, company business, etc., be compensated?
- A12: If their turn is ran, they will be compensated the Make Whole amount listed in the flat rate table in Section D(1) for their respective pool.

Article III, Section F – Delayed Lodging

- Q13: If an engineer fails to adjust their rest are they entitled to a delayed lodging claim?
- A13: No, rest must be adjusted to validate the claim.

Article IV, Section E – Positioning of Pool Freight Turns

- Q14: Under section 2 of this article how would an engineer be compensated?
- A14: Same as A11 above.

Article VII, Section C – Preparation of Vacation Schedule and Parameter Allocation.

- Q15: If the number of vacations allowed increases through a National Negotiated Agreement will the same apply to this agreement?
- A15: Yes

Article VII, Section D – Backfilling Vacation Weeks.

- Q16: If an engineer vacates their scheduled week to an open week, what happens to the week they vacated?
- A16: It will be treated as an open week and other engineers can bid to it.

ATTACHMENT "A"

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

and

SMART-TRANSPORTATION DIVISION

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

PREPONDERANCE OF SERVICE FOR VACATION QUALIFICATION

(321014142210)

UP, SMART-TD, and BLET jointly desire to modify provisions governing the craft grouping of train and engine service employees within the Denver Hub, the Salina Hub, and the Eastern District. The parties acknowledge there is a benefit to both UP and its employees to determine vacation schedules based on a preponderance of service standard rather than by a specific date as provided in existing agreements. UP, SMART-TD, and BLET jointly desire to modify provisions governing the craft qualification for each organizations' perspective contractual vacation benefits. In addition, UP, SMART-TD, and BLET jointly desire to modify provisions governing floating of vacations by union officers and their designees.

Accordingly, IT IS AGREED:

- A. The Parties mutually agree that the manner in which the crafts of engineer and train service are determined for an employee for vacation scheduling purposes only, shall be based on the location, craft, and class 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. For the purposes of this Agreement, Firemen-in-Training (FIT) will be classified as train service employees with consideration being given to the location and class of service where the on-the-job training portion of the training is performed. This will not however, serve to alter the adjustment of vacation periods for FIT's to accommodate required training regimens during the 6-month training program.

B. The duly elected BLET local chairperson representing engineers (or his/her designee(s)), shall be allowed to float his/her vacation if he/she administers a vacation grouping for his/her members regardless of whether he/she was working in train service at the time vacation qualification was determined. The duly elected SMART-TD local chairperson representing train service employees (or his/her designee(s)), shall be allowed to float his/her vacation if he/she administers a vacation grouping for his/her members regardless of whether he/she was working in engine service at the time vacation qualification was determined. The duly elected SMART-TD-E local chairperson, representing firemen-in-training, hostlers and/or hostlers helpers (or his/her designee(s)), shall be allowed to float his/her vacation if he/she administers a vacation grouping for his/her members regardless of whether he/she was working in train or engine at the time vacation qualification was determined.

NOTE: The number of designees allowed to float their vacations per local Committee will be approved on a case by case basis, with Carrier reserving the right to limit that number in the event the number of people designated to administer vacation is disproportionate to the number of weeks that Committee schedules.

- 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 unless modified by other understandings or agreements by the parties.
- D.** This Agreement will be effective for vacation year 2015 and may be cancelled by either party with the serving of a ten (10) day advance written notice to the other parties prior to September 20 of the applicable calendar year. However, the parties agree if there is any dispute over the application of this Agreement, the Director Labor Relations and General Chairmen will attempt to resolve the issues prior to cancellation. If cancelled, vacations will be scheduled in accordance with preexisting agreement provisions.

8TH

DECEMBER

Signed this _____ day of _____ 2014.

**For the Carrier:
/S/ BETH WILDERMAN**

**Beth Wilderman
Director Labor Relations**

For the Organizations:

/S/ D. GEISLER

**Mr. D Geisler
General Chairman – BLET**

/S/ B. LEONARD

**Mr. B. Leonard
General Chairperson – SMART-TD**

November 5, 2021

Side Letter #1

Mr. C.M. Lambert
General Chairman – BLET
7313 E. Winterberry St.
Wichita, KS 67226

Dear Mr. Lambert,

The following will address the one-time administration of personal leave days awarded on January 1, 2022 due to the modification of the January 1st through December 31st fiscal year to an August 1st to July 31st calendar year pursuant to Article III, B.1. Therefore, IT IS AGREED:

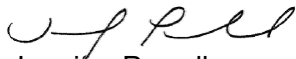
On January 1, 2022, qualifying employees will be awarded the equivalent of two-thirds (2/3) of their personal leave days allotment to account for the days awarded between January 1, 2022 and July 31, 2022.

Example: An employee with 20 years of service qualifying for 11 personal leave days will receive two-thirds, or 7 personal leave days.

Example: An employee with 5 years of service qualifying for 4 personal leave days will receive 3 days.

Qualifying employees will be allowed to use personal leave days awarded between January 1st, 2022 through and including July 31st, 2022. Any unused personal leave and/or carry-over days will automatically bank on August 1, 2022.

Sincerely,



Jennifer Powell
Director - Labor Relations

I concur:



Mr. Chad M. Lambert,
General Chairman, BLET UPED

November 5, 2021

Side Letter #2

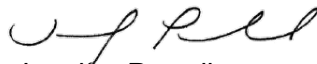
Mr. C.M. Lambert
General Chairman – BLET
7313 E. Winterberry St.
Wichita, KS 67226

Dear Mr. Lambert,

This refers to Article I – Financial Interactions.

This confirms our understanding that there may be times wherein the Carrier mistakenly over deposits funds into an employee's designated direct deposit banking account. Therefore, IT IS AGREED: Should the Carrier inadvertently deposit an over payment into an employee's designated account, the Carrier will be required to notify the employee prior to deducting any such funds from the employee's designated banking account.

Sincerely,



Jennifer Powell
Director - Labor Relations

I concur:



Mr. Chad M. Lambert,
General Chairman, BLET UPED

November 5, 2021

Side Letter #3

Mr. C.M. Lambert
General Chairman – BLET
7313 E. Winterberry St.
Wichita, KS 67226

Dear Mr. Lambert,

This refers to the “carry turn” feature outlined within Article IV, Section 3 – Positioning of Pool Freight Turns.

This confirms our understanding that the “carry turn” concept is something new to the UP Eastern District and may pose unforeseen difficulties to some of the pool operations. Therefore, IT IS AGREED: Should a pool experience difficulties due to the “carry turn” feature, the parties will meet to discuss such difficulties and work together to find a reasonable solution.

Sincerely,



Jennifer Powell
Director - Labor Relations

I concur:



Mr. Chad M. Lambert,
General Chairman, BLET UPED