

AGREEMENT

Between the

UNION PACIFIC RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN

(U.P. Eastern District)

TIME CLAIM HANDLING AGREEMENT

This agreement provides for a uniform method for handling rule(s) related time claims. Rule 75 of the 2011 UPED BLET Schedule Agreement and the February 28, 1996 System Agreement Claim Handling Process currently in effect on the UP Eastern District territory (hubbed and non-hubbed) is hereby superseded and replaced by this Agreement.

IT IS AGREED:

I. Initial Claim

- A. All claims must be filed in writing by or on behalf of the engineer(s) with the office of the Carrier authorized to receive same no later than thirty (30) days from the date of the occurrence on which the claim is based. Properly formatted claims will include the time, date, location, and a description of the claim. Claims not filed within the time limit set forth herein will be considered closed and barred from further handling.
- B. Claim(s) filed in accordance with Section A above and not allowed by the Carrier must be declined in writing to the individual engineer giving the reason for such disallowance. The declination will be completed no later than the payroll period half of the month following the payroll period half in which the claim was originally filed. Claims not disallowed within the time limit set forth herein will be allowed.

Example 1: Engineer A experiences what they believe to be a rule violation on January 1st. Engineer A submits a claim to Timekeeping on January 26th. Timekeeping must allow or decline the claim no later than the payroll close date for the 1st half of February.

Example 2: Engineer B experiences what they believe to be a rule violation on January 28th. Engineer B submits a claim to Timekeeping on February 20th. Timekeeping must allow or decline the claim no later than the payroll close date for the 1st half of March.

Example 3: Engineer C experiences what they believe to be a rule violation on March 17th. Engineer C submits a claim to Timekeeping on April 19th. The Claim is disallowed and not progressed through the appeal process.

II. Appeals and Conferencing

- A. By the 25th of the month based on the chart below, the Carrier will provide the BLET General Chairman (or designee) an electronic list of all claims declined by Timekeeping (or their designee) for the designated calendar month of the claim's occurrence date. The list will include the following:

Claimant Name	Claim Date	Class of Time
Claimant EID	Timeslip Number	Decline Code
Claimant Circ-7	Claim Comments (if applicable)	Decline Reason

Latest Payroll Period Half Claim can be Declined	Electronic List to BLET General Chairman No Later Than	Claim List for Occurrence Date Month
1 st Half March	March 25 th	January
1 st Half April	April 25 th	February
1 st Half May	May 25 th	March
1 st Half June	June 25 th	April
1 st Half July	July 25 th	May
1 st Half August	August 25 th	June
1 st Half September	September 25 th	July
1 st Half October	October 25 th	August
1 st Half November	November 25 th	September
1 st Half December	December 25 th	October
1 st Half January	January 25 th	November
1 st Half February	February 25 th	December

- B. By the 1st of the month based on the chart below, the BLET General Chairman (or designee) will submit an electronic list of claims for appeal to Labor Relations. Failure to comply with this provision will result in the appeal(s) being closed and barred from further handling.

The list will include the following:

Claimant Name	Claim Date	Class of Time
Claimant EID	Timeslip Number	Decline Code
Claimant Circ-7 Agreement Rule	Claim Comments (if applicable)	Decline Reason
	Subject/Sub-Subject	

Electronic List to BLET General Chairman No Later Than	Claim List is for Occurrence Date Month	Electronic Appeal List to Labor Relations No Later Than
March 25 th	January	May 1 st
April 25 th	February	June 1 st
May 25 th	March	July 1 st
June 25 th	April	August 1 st
July 25 th	May	September 1 st
August 25 th	June	October 1 st
September 25 th	July	November 1 st
October 25 th	August	December 1 st
November 25 th	September	January 1 st
December 25 th	October	February 1 st
January 25 th	November	March 1 st
February 25 th	December	April 1 st

Example: By May 1st, the BLET General Chairman (or designee) will provide an electronic list of claims with an occurrence date in the month of January for appeal to Labor Relations.

- C. Appeal(s) filed with the Carrier in accordance with Section II.B will be conferenced between the BLET General Chairman (or designee) and the designated Labor Relations Officer (or designee) between the 5th day and the 15th day of the month in which the appeal list is submitted to Labor Relations. Conferences may be postponed up to ten (10) days from the date scheduled by mutual agreement between the parties.

NOTE: A completed conference report (with signature) will be exchanged between the parties within (5) days of the conference date unless there is a mutually agreed to extension which will not exceed (10) days from the date the conference was held.

Example: An appeal(s) is filed by the BLET General Chairman, or designee to Labor Relations on May 1st. The appeal(s) is scheduled for conference on May 10th. The completed conference report is exchanged no later than May 15th.

- D. For any appeal not resolved during the conference, the Carrier and the BLET General Chairman (or designee) will have sixty (60) days from the date of the signed conference report to exchange their positions in writing giving the reason(s) for such declination. If the appeal(s) is not declined in writing by the Carrier within the sixty (60) days as set forth herein, the appeal will be allowed. It is understood the Carrier's written declination of the appeal is separate from the conference report provided for in this section.

NOTE: Either party may file additional written correspondence after the 60-day period following the conference report further outlining its position up until the point a claim is listed for arbitration as outlined in Article III.

III. Arbitration

- A. All appeals declined in conference may be listed for arbitration by the BLET General Chairman (or designee) within twelve (12) months from the conference date, but no sooner than sixty (60) days from the signed conference report date. Any appeal listed will be filed pursuant to Section 3 of the Railway Labor Act. Any appeal not listed for arbitration within the time frame specified in this section will be considered closed and barred from further handling.
- B. The parties may mutually agree to hold claims in abeyance if a dispute is awaiting adjudication at the National Railroad Adjustment Board or a system, group, or regional board of adjustment.

IV. Miscellaneous

- A. If either party to this Agreement fails to comply with a time limit contained within this Agreement, the appeal will be allowed (if the Carrier's failure) or withdrawn (if the Organization's failure). Appeals so disposed of will not be considered as a precedent or a waiver of the contentions of either party as to other factually similar claims. The parties may, by mutual agreement, extend any of the time limit(s) specified in this Agreement after the initial claim is filed with the Carrier.

NOTE: It is mutually agreed that clerical errors (i.e., misspellings, an incorrect file number or date when all other information is consistent with the appeal, etc.) will not be considered a fatal procedural flaw, nor a violation of the time limits as set forth within this agreement.

- B. The term “in writing” refers to and includes the filing of, or the response to, a claim or appeal via electronic means. For claims or appeals handled via electronic means, the time/date stamp will govern as the date received for such claims or appeals. The parties further agree any exchange of correspondence in reference to a claim or appeal filed may be handled via electronic means up to and including the arbitral process.
- C. This agreement recognizes the right of the Organization to file and pursue claims for and on behalf of its members. Nothing in this agreement prohibits the parties from identifying and implementing innovative claim handling procedures by mutual agreement.
- D. No change in the agreement will be made unless mutually agreed upon by both parties. If either party wishes to modify this Agreement, the parties will meet within sixty (60) days from written notification by either party upon the other that a modification is desired.

This Agreement is effective the 1st day of the month following the date signed by the parties.

**For the Brotherhood of Locomotive
Engineers and Trainpersons (BLET):**

Chad M Lambert

Chad Lambert
BLET General Chairman – UPED GCA

Date: 12/27/2024

For the Union Pacific Railroad:

B. Wilderman

Beth Wilderman
Director, Labor Relations

Date: 12/27/2024

December 27, 2024

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

RE: Time Claim Agreement

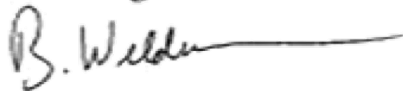
Dear Mr. Lambert,

The parties mutually agree to conference all claims received between July 1, 2024 and the effective date of the agreement within 180 days from the date of implementation, unless the parties mutually agree to extend this time period.

For the remaining open claims received prior to July 1, 2024, the parties commit to conferencing these claims on a monthly basis until such time as all remaining claims are conferenced.

The appeals referenced and handled in accordance with this Side Letter may be further progressed pursuant to this Agreement in accordance with Article III.

Sincerely,



Beth Wilderman
Director, Labor Relations

Agreed:



Chad Lambert
BLET General Chairman – UPED GCA



Brian McCoy
BLET Vice General Chairman – UPED GCA