

MEMORANDUM OF AGREEMENT
Between
UNION PACIFIC RAILROAD COMPANY (WESTERN LINES)
and the
Brotherhood of Locomotive Engineers & Trainmen (BLET)

The Union Pacific Railroad and the BLET have agreed to various modernization amendments to the former Southern Pacific Western Lines Collective Bargaining Agreements for the Roseville, Los Angeles, and Southwest Hubs as set forth below.

ARTICLE I – PAY SIMPLIFICATION

A. WEIGHT-ON-DRIVERS. Paragraph 3 of Attachment (e) (System Agreement – Weight on Drivers) of the *“Agreement between Union Pacific Railroad (UP) and the Brotherhood of Locomotive Engineers (BLE),”* dated March 21, 1996, created a forum to address and simplify matters pertaining to determination of actual unit weights and proper payment for weight-on-drivers. Paragraph 3 provided, in relevant part, the parties would *“... establish an Average Weight-on-Driver Committee, to develop and implement a new system that will eliminate the necessity of determining actual unit weights to determine the proper rate of pay.”* Pursuant thereto, UP and BLET agree the following changes in the determination and payment of weight-on-drivers shall be made:

1. In lieu of the present weight-on-driver allowance payment, locomotive engineers will be paid an average weight-on-drivers allowance based on the amount for said allowance actually paid during the measurement period February 1, 2017, through July 31, 2017. Pursuant thereto, 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	\$3.04
Yard Service	\$3.20
Local Freight	\$2.51
Road Switcher ***	\$1.05
Through Freight *, **, ***	\$1.21 * **

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

** -- On runs for which Trip Rates apply, no adjustment to the prevailing Trip Rate is required since the Trip Rate computation utilized an averaging methodology on such elements incorporated into the Trip Rate. For pay elements not incorporate into the Trip Rate, e.g., HAHT, 25-mile zone payments, etc., this weight on driver simplification process will apply.

*** -- On runs for which "Flat Rates" apply, no adjustment to the prevailing Flat Rate is required since the Flat Rate included weight on driver additives in the straight time and overtime rates.

2. Payment of the average weight-on-driver allowance amount set forth in Paragraph 1, above, shall be governed by the following:

- a.** Payment of the applicable average weight-on-driver allowance will be made only to engineers operating (working) in a class of service designated in the table in Paragraph 1, above.

It is not intended this allowance be paid to engineers who are not operating a locomotive. The allowance would accordingly not be payable in circumstances such as, but not limited to, bereavement, personal leave days, where an engineer deadheads separate and apart in non-trip rated service, a road engineer whose train never departs a terminal, a call & release at home, engineers assigned to working as a Peer Trainer, an engineer attending training, an engineer assigned to working in a non-operating class of service such as Other Company Service, Voluntary Involvement, etc.

- b.** The terms of this Article are not intended to modify the circumstances or scenarios in which a weight-on-driver allowance is to be paid to an engineer.

Q-1: Will the average weight on driver allowance now be subject to rate increases?

A-1: Yes, Timekeeping will maintain a separate basic daily rate (base rate) for service trips that will include the agreed upon weight on driver allowance. This rate will be subject to all future wage increases.

Q-2: Will engineers still be required to enter locomotives when they tie up?

A-2: Until such time as the UP CMTS System can be updated, the locomotive screen may still display on the tie-up screen. Engineers will not be required to update this field. Entries will not impact the computation of pay. Engine Inspection screens are not impacted by this provision and may continue to be required.

B. LOCAL CONVERSION & NO FIREMAN RATES. In an effort to simplify the rate computation process for engineers, the following shall also apply:

1. Local Freight Service rates shall be modified to reflect the fifty-six (56) cent differential rolled in to the working (base) rate as referenced in Q&A #1 of the Standardized Weight-On-Driver Section.
2. The six (6) cent “no Fireman” per over mile allowance, previously backed out before applying rate increases, will now be rolled into the over mile rate and thereafter be subject to increase.

C. HOLIDAY PAY. Engineers working any assignments qualifying for holiday pay on any of the collective bargaining agreement designated holidays will be paid time and one half for working on the holiday without being subject to “day before, day after” qualifications.

NOTE 1: This includes engineers who have been paid their maximum combined Personal Leave Days and holidays (currently 11) and who then work a holiday job on a holiday.

NOTE 2: This provision has no affect on LA Basin Flat Rate Agreement assignments. Holiday pay on those assignments will continue to be governed by the provisions of that Agreement.

ARTICLE II STANDARDIZED COMPANY BUSINESS PAYMENTS

A. In lieu of make-whole payments made pursuant to Article 27, an engineer entitled to a make-whole shall instead be paid a flat-rated payment in accordance with the table below (rates as of 7/1/19):

Run	Current Circ7/Board	Flat-Rated Make-Whole Amount
San Luis Obispo – Los Angeles	CO242 RE25	\$1,030.38
San Luis Obispo – San Jose/Oakland	CO242 RE26	\$1,133.82
Yermo – West Colton	CX650 RE01	\$872.46
Dolores – Yermo	JP016 RE21	\$1,273.92
Dolores – Yuma	JP016 RE31	\$1,362.48
Bakersfield – West Colton/Los Angeles	JQ181 RE26	\$993.74
Bakersfield – Yermo/Fresno	JQ181 RE27	\$822.68
Dunsmuir – Klamath Falls	OZ209 RE34	\$689.96
Portola – Elko	PX637 RE44	\$1,724.16
Roseville – Bakersfield/Fresno	RV323 RE01	\$1,172.08

Roseville – Oakland/San Jose	RV323 RE12	\$835.96
Roseville – Dunsmuir	RV323 RE19	\$1,039.52
Roseville – Sparks/Portola	RV323 RE77	\$842.66
Santa Teresa – Alpine/Pecos	SP018 RE42	\$1,172.24
Santa Teresa – Vaughn	SP018 RE45	\$1,208.58
Tucson – Santa Teresa/El Paso	SP317 RE70	\$1,354.12
Tucson – Yuma	SP317 RE71	\$1,1220.28
Tucson – Lordsburg	SP317 RE72	\$897.02
Tucson – Phoenix/Nogales*	SP317 RE73	\$464.11
West Colton – Yuma	SP760 RE10	\$941.48
West Colton – El Centro	SP760 RE15	\$949.50
West Colton - Basin	SP760 RE09	\$1,197.54
West Colton –Robertson Pools	SP760 RE13	\$571.99
Pratt – Dalhart	SW279 RE51	\$1,187.46
Dalhart – Pratt	SW523 RE30	\$1,163.40
Dalhart – Childress	SW523 RE33	\$1,017.14
Dalhart – Vaughn	SW523 RE35	\$902.84
El Paso – Lordsburg	TP854 RE50	\$934.68
Winnemucca – Elko	UX426 RE46	\$656.34
Sparks – Elko	RV185 RE44	\$1,570.76

*due to the unique nature of this pool, an annual recalculation of the flat rate company business will be conducted annually using a test period for March through August to be effective October 1

- B.** The flat-rated company business payments identified in the table above are calculated based on the following items: the appropriate trip rate for the run, average overtime (including tow-in), held away from home terminal payments, reposition/transport allowances and certification pay paid to engineers working the run during the sample period. Information regarding calculation of the flat-rated make-whole payment for a run will be provided to the General Chairman upon request.
- C.** The criteria used to qualify for the flat-rated company business payment is not modified by this Article. In other words, engineers will receive the prescribed flat-rated payment each time his or her turn leaves the home terminal when used in circumstances that would make them eligible for a make-whole payment.
- D.** Flat-rated make-whole payments made pursuant to this Article will be adjusted for cost-of-living or general wage increases in accordance with existing Agreement provisions governing application of such adjustments. Nothing in this Agreement is intended to modify existing Agreement rules pertaining to the application of general wage or cost-of-living adjustments.
- E.** The flat-rated company business payment(s) for new pool runs established subsequent to the effective date of this article shall be calculated in the same manner as set forth in this article, except that the

initial flat-rated make-whole payment for new runs shall be based on the first six months of operation, unless otherwise agreed to by both parties.

- F.** The sole purpose of this article is to streamline the calculation and payment of make whole payments for company business when such are to be applied or made pursuant to existing Agreement rules. It is not the intent of this article to limit or expand the circumstances or events in which make-wholes are to be paid.
- G.** The terms of this article are not to be applied in calculating lost time paid pursuant to the discipline rule, or where other agreements specify another allowance, such as but not limited to Peer Trainer Agreements, or voluntary projects not governed by agreement such as the current Temporary Work (TPW), or other voluntary programs.

Q-1: Will flat rate company business rates be used to pay lost earnings for qualified Jury Service claims?

A-1: The intent of this agreement is to standardize the earnings amount, not alter the application of agreements surrounding company business, jury duty, etc. Should a pool engineer perform jury service two consecutive days, they will qualify for the full amount outlined in the table above. For one day jury service, the allowance will be one-half the amount, but in no case will an engineer receive less than one basic day. In other words, for each day of actual jury service, pool engineers will receive one-half the flat rate amount or a basic day whichever is greater. It will be incumbent upon the employee to provide all appropriate documentation for qualifying jury service.

ARTICLE III STANDARIZED MAKE WHOLE PAYMENTS

- A.** In lieu of current methods of computing make-whole payments made to pool engineers who take a shove to another pool, fill a vacancy on a regular assigned local, road switcher, or yard job, or work an extra assignment, and who are due a make-whole/difference in pay shall instead be paid a flat-rated payment in accordance with the table below (rates as of 7/1/19):

Run	Current Circ7/Board	Flat-Rated Make-Whole Amount
San Luis Obispo – Los Angeles	CO242 RE25	\$547.85
San Luis Obispo – San Jose/Oakland	CO242 RE26	\$465.59
Yermo – West Colton	CX650 RE01	\$292.07
Dolores – Yermo	JP016 RE21	\$710.21

Dolores – Yuma	JP016 RE31	\$857.55
Bakersfield – West Colton/Los Angeles	JQ181 RE26	\$458.20
Bakersfield – Yermo/Fresno	JQ181 RE27	\$288.73
Dunsmuir – Klamath Falls	OZ209 RE34	\$390.77
Portola – Elko	PX637 RE44	\$806.82
Roseville – Bakersfield/Fresno	RV323 RE01	\$805.71
Roseville – Oakland/San Jose	RV323 RE12	\$379.09
Roseville – Dunsmuir	RV323 RE19	\$363.08
Roseville – Sparks/Portola	RV323 RE77	\$393.78
Santa Teresa – Alpine/Pecos	SP018 RE42	\$720.28
Santa Teresa – Vaughn	SP018 RE45	\$703.31
Tucson – Santa Teresa/El Paso	SP317 RE70	\$828.60
Tucson – Yuma	SP317 RE71	\$700.77
Tucson – Lordsburg	SP317 RE72	\$724.57
Tucson – Phoenix/Nogales	SP317 RE73	\$328.92
West Colton – Yuma	SP760 RE10	\$506.48
West Colton – El Centro	SP760 RE15	\$506.48
West Colton – Basin	SP760 RE08	\$500.43
West Colton Robertson	SP760 RE09/13	\$288.49
Pratt – Dalhart	SW279 RE51	\$745.36
Dalhart – Pratt	SW523 RE30	\$569.77
Dalhart – Childress	SW523 RE33	\$506.48
Dalhart – Vaughn	SW523 RE35	\$451.71
El Paso – Lordsburg	TP854 RE50	\$365.18
Winnemucca – Elko	UX426 RE46	\$186.54
Sparks – Elko	RV185 RE44	\$1,047.47

B. A pool engineer will receive the make whole amount listed provided he or she remains marked up and available for service until they (1) work their own assignment, or (2) accepts another step up / shove or extra assignment, or (3) starts scheduled vacations or compensated layoff which was authorized before the shove/step up, or is approved for a compensated layoff after their space has returned home.

C. When an employee is on rate progression (less than 100%), the corresponding percentage shall be applied to the flat rate.

Q-1: Will an engineer who goes into federally mandated time off as a result of taking a shove qualify for the flat rate make whole?

A-1: Yes, provided they meet one of the conditions outlined in Article III, Item B above following return from the mandated time off.

ARTICLE IV – BEREAVEMENT LEAVE MODIFICATIONS

A. Coincident with the effective date of this Agreement, Article XI (Bereavement Leave) of the July 26, 1978 BLE National Agreement and Article 12 (Bereavement Leave) of the August 1, 1995 SP Lines BLE Local Agreement (retained via the November 3, 1997 Modification Agreement) is modified to provide for the following:

1. Up to a maximum of three (3) consecutive days will be paid in accordance with applicable Agreement provisions for bereavement leave provided all such leave is taken within thirty (30) calendar days of the death of the qualifying relative.
2. It will be incumbent upon the employee to provide all appropriate documentation of the familial connection and death of the qualifying relative.

Q-1: Do all BLET represented positions qualify for the modified bereavement provisions?

A-1: Yes, provided the employee is in active status on the date of a covered family member's death.

Q-2: What is meant by "active status"?

A-2: The employee must be assigned to a job, pool, bump board or extra board. The employee does not qualify, if at the time of death, they are on any type of short-term or extended leave. Employees who are furloughed, on medical or other leave of absence, in decertified or disqualified status at the time of death are not entitled to compensation for bereavement leave. It is not the intent of this section to grant bereavement leave to those not previously entitled to such.

Q-3: May an employee request bereavement leave while on vacation?

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

ARTICLE V – LOCAL FREIGHT / REGULAR WORK TRAIN SERVICE

A. Reduction in Work Week

1. The Carrier may reduce six (6) or seven (7) day local freight and work train assignments to not less than five (5) days, or establish new local freight or work train assignments to work five (5) days per week.
2. The work days of five (5) day assignments reduced or established pursuant to this Article shall be consecutive and with a regular start time.

Q-1: Can local freight or work train assignments be bulletined to operate less than 5 days per week?

A-1: No. In this scenario, the job would be run as an extra as needed.

B. Relief Assignments

1. Relief assignments may be created to protect any combination of Local, Road Switcher, and/or Regular Work trains.

Q-1: Can relief assignments be established to protect work on other than the 5 days of a regular assigned crew?

A-1: Yes, provided the relief assignment is bulletined to work 5 days.

Q-2: May relief assignments protect road switcher service in addition to local and/or work train assignments?

A-2: Yes. The crew will be paid the rate/miles of the assignment they protect on a day for day basis. For example if a crew works a 175 mile local on Sat & Sun they will be paid local conditions and mileage on those days. The same crew works road switcher on Mon, Tue & Wed and will be paid under the road switcher conditions on those days. Relief jobs that protect both holiday and personal leave qualifying jobs will be governed by which type (personal leave/holiday) is worked the majority (50% or more) of the work week.

Q-3: Is it a requirement that relief jobs protect assignments at the same location?

A-3: No, however the relief assignment must protect assignments from the same "source of supply." Where relief jobs protect more than one location, the bulletin will define which location is the "home point." Regular assigned engineers will be required to report to each bulletined location; however they will be allowed auto miles and combined time from the home point to the other reporting locations.

C. Compensation

1. Engineers assigned on a five (5) day local freight or regular assigned work train shall be entitled to receive a Special 5-Day Local Freight Allowance of \$35.56 (rate effective 7/1/19) for each tour of duty worked.
2. This Special 5-day Allowance shall be subject to future general wage increases and/or cost-of-living adjustments.
3. Payment of this Special 5-Day Allowance shall be made in addition to all other current earnings of the employee.
4. Only those employees regularly assigned to a five (5) day local freight or work train assignment shall be entitled to the Special 5-Day Allowance pursuant to this Article.
5. Any rules or provisions which permit engineers in local service to reduce the miles of their bulletined assignment if the actual miles run would produce a greater monetary allowance in overtime are hereby eliminated.

Q-1: Is the 5-Day Allowance payable to employees who are assigned to 6 or 7 day assignments?

A-1: No. It is payable only to those who are regularly assigned to a 5 day qualifying assignment.

Q-2: Can a local freight assignment that stays over at an away-from-home terminal qualify for the 5-day Local Freight Allowance?

A-2: Only if the assignment is bulletined to work five days per week. For example, if a local freight assignment was bulletined to work to an away-from-home terminal on Monday, return Tuesday; work to an away-from-home terminal on Wednesday, return Thursday; and make a turnaround trip on Friday, the regular assigned engineer would qualify.

Q-3: Is the 5-day Allowance payable to trainees, employees making familiarization trips, Pilots or Extra-Board engineers?

A-3: No. The allowance is only payable to regularly assigned engineers or those who are regular assigned as a result a temporary assignment, e.g. hold-down.

Q-4: May the Carrier bulletin a local for more miles than it operates on any given day in order to prevent an engineer from qualifying for overtime?

A-4: No. A local cannot be bulletined for more miles than its working limits as defined by the bulletin. Disputes regarding the mileage of a bulletin will be resolved between the BLET General Chairperson and the Director, Labor Relations.

ARTICLE VI – PERSONAL LEAVE DAYS

A. Effective January 1, 2019, engineers who have banked personal leave days may, at their election, “cash out” or sell all or a portion of their banked personal leave days. The following shall govern in the exercise and administration of this option:

1. Engineers who desire to cash-out or sell their banked personal leave days must respond to UP’s Timekeeping bureau’s solicitation notice which will be issued sometime before February 1 of each year. Qualifying engineers may make one (1) irrevocable request which must be received by Timekeeping by March 15. Requests submitted or received prior to February 1 or after March 15 will not be accepted or processed.
2. Payment for banked personal leave day(s) requested by an engineer to be cashed-out or sold will be made at the current applicable rate based on the employee’s last service performed immediately prior to the date he or she is paid his or her requested banked personal leave day(s).
3. Payments made pursuant to this Article will be made to the employee no later than May 1 of the current year at the Carrier’s discretion.
4. This section only applies to employees assigned to a position represented by the BLET during the February 1 – March 15 time frame. Employees who banked personal leave days as an engineer but who are working in another craft such as ground service during the sell back time frame, are not eligible to exercise this option. They will be governed by any provisions that may or may not be applicable to that craft.
5. Upon retirement or voluntary resignation, engineers in active service at the time of their retirement or resignation will be paid in lieu, at the applicable rate of last service, for any remaining personal leave days they had remaining at the time of retirement or resignation. Any unused personal leave days will be paid in lieu to the estate of a deceased engineer who was in active status as an engineer at the time of their death. Q&A 2 of Article IV – BEREAVEMENT

LEAVE MODIFICATIONS shall also govern for determining what “active” means.

NOTE: It is not the intent of this section to provide personal leave days or payment therefor to engineers who are not entitled or eligible to receive personal leave days, e.g. engineers holding assignments on which they are not eligible to receive personal leave days, i.e. jobs covered by holiday pay rules or engineers who are involuntarily terminated / dismissed.

ARTICLE VII – AWAY FROM HOME LODGING

A. The parties agree to modify Article 2 – Away From Home Lodging, of the July 8, 1994 “Me Too” Agreement (retained via the November 3, 1997 Modification Agreement) as follows:

1. Engineers who desire not to utilize Company-provided lodging at the away-from-home terminal will be entitled to an allowance of \$20.00 per trip in lieu of lodging. Rather than declaring in writing on an annual basis to the designated company official to exercise this option, requests shall be made on a trip by trip basis through the Crew Management and Timekeeping System (CMTS).

Q-1: Are engineers who claim the \$20 in lieu of lodging allowance and elect not to use company provided lodging also eligible to claim auto miles for driving to their alternate self-provided lodging?

A-1: No. Mileage to or from the alternate lodging location is at the engineer’s personal discretion.

Q-2: May engineers request company paid transportation to an alternate self-provided lodging location?

A-2: No. It is the engineer’s responsibility to arrange their own transportation to alternate lodging accommodations in this scenario.

Q-3: Is the \$20 in lieu of lodging payable for locations within 30 miles of an engineer’s home terminal?

A-3: No. Since the National Agreement requires the Carrier provide suitable lodging when required to stay at locations more than 30 miles from the employee home terminal, no in lieu allowance is allowed for such locations.

Q-4: May engineers claim the \$20 in lieu of lodging allowance when they work/deadhead to the away from home terminal or an outside point (over 30 miles) and return home on continuous time?

A-4: No. The \$20 in lieu of lodging allowance may only be claimed in situations where the engineer would normally be allowed to take rest

before resuming another tour of duty at the away location. When an engineer works or deadheads to an away from home terminal and immediately works or deadheads back home, the allowance would not be payable. Where payable, the allowance will be claimed on the subsequent tour of duty.

Q-5: Can the allowance be paid on consecutive days/trips?

A-5: Yes, under certain scenarios. For example, if an extra engineer was deadheaded continuous time to an outside location more than 30 miles from his/her home terminal to protect a 5 day vacancy Mon-Fri, they would be eligible to claim the allowance Tue-Wed-Thur-Fri provided they utilized personal (non company paid) lodging. While auto miles would not be payable on Tue-Wed-Thur, the engineer could claim auto miles Mon (for driving to the job) and Fri (for driving from the job after release). The lodging allowance is not payable on Monday because the engineer had not yet rested at the outside point.

ARTICLE VIII – BLET ARTICLE 16 YARD LOCATIONS

The parties agree to remove Article 16 – 6/7 Day Yard Engines of the August 1, 1995 Agreement from the list of retained agreements in Article V of the November 3, 1997 Modification Agreement. The Carrier will have the right to establish relief yard jobs at so-called Article 16 yard locations of El Paso, Phoenix, Tucson, West Colton, Klamath Falls, and Los Angeles. Existing provisions which require allowing regular assigned engineers to work their off days ahead of the extraboard at overtime rate are hereby eliminated. Where relief jobs are not established, and the job is worked on one or more of the off days of the regular engineer, existing vacancy procedures apply.

ARTICLE IX – GUARANTEED EXTRA BOARD MODIFICATIONS

- A.** Where an engineer working an outside point lays off on vacation, either single day(s) or weekly, any engineer called to fill such vacancy will be paid for the time deadheading to and from such vacancy without regard to whether or not the vacation vacancy is the first or last of the year. All intermediate vacation vacancies will be subject to deadhead pay, either separate or combined in accordance with Article VI of the 1986 National BLET agreement.

- B.** Effective with the implementation of this agreement, engineers extra boards will be designated as Personal Leave Day Assignments and will no longer be eligible for Holiday Pay; however, they will be paid the overtime rate for working any holiday designated assignment on any of the collective bargaining agreement designated holidays without being subject to “day before, day after” qualifications.

C. Extra Engineers who are placed into Federally Required time off, aka “FR status” as result of working six (6) or seven (7) consecutive starts, or being held off for obtaining 276 monthly work hours, will have their guarantee prorated accordingly and such required time off will not be used in the computation toward guarantee forfeiture, e.g. as an occurrence or hours toward existing forfeiture thresholds.

D. Company Business will be handled in the following manner for extra engineers:

1. An extra board engineer who is unavailable for service for company business purpose as contemplated herein will be compensated a flat daily rate of \$476.09 (effective rate on 7/1/19) for each day of actual attendance at the company business. This flat rate amount will be subject to all future General Wage and Cost-of-Living increases.
2. Unavailability from an extra board for company business purpose does not serve to reduce or negate any guarantee benefits due an extra board engineer for the concerned pay period(s), provided there are no other disqualifying conditions during said pay period(s).
3. Unavailability from an extra board for mandatory company business purposes does not serve to disqualify an extra board engineer for the incentive payment (bonus day), provided there are no other disqualifying conditions.

Q-1: If an extra engineer is off for an approved personal leave day on a day before a holiday, will it result in the loss of holiday pay?

A-1: Extra engineers will no longer receive holiday pay nor will they be subject to the “holiday opportunity” rule which has previously resulted in the loss of a personal leave day entitlement.

Q-2: How will participation in voluntary programs, such as TPW, Critical Incident, etc. impact the incentive payment (bonus day)?

A-2: The applicable policies and practices of such voluntary participation are not affected by this provision and will continue to be governed by posted policies.

Q-3: Will flat rate company business rates be used to pay lost earnings for qualified Jury Service claims?

A-4: Yes, for each day an extra engineer performs jury service, they will be allowed the amount identified in Article IX, Section D, Item 1 less any amount allowed by the court for such service. It will be incumbent upon the employee to provide all appropriate documentation for qualifying jury service.

E. Extend Undisturbed Rest

1. An engineer eligible to extend his/her undisturbed rest (UDR) must be permanently assigned to an extra board position (excluding "yard service only" extra boards).
2. An engineer must be at his/her assigned home terminal and protecting his/her permanent assignment at the time of eligibility to extend rest. Engineers exercising this option will not be permitted to exercise to a temporary vacancy until such time as the additional rest is complete.
3. An engineer must have completed (tied-up) a minimum of four (4) consecutive starts as defined by the Rail Safety Improvement Act (RSIA).

NOTE: Under this section it is understood an engineer may be eligible to extend his/her rest after either four or five consecutive RSIA starts so long as the criteria in this Article is met.

4. An engineer, after meeting the criteria set forth in Sections 1 - 3 above, will have the option to extend his/her rest for a combined total of twenty-three (23) hours.

Example 1: Extra Board Engineer "A" is on-duty 11 hours and ties-up at the assigned home terminal at 2200 hours after completing his 4th consecutive start. The engineer's normal rest time would conclude at 0800 hours the following day. Engineer "A's" rest will be extended for 13 hours at tie up. Engineer "A" now becomes available and subject to call at 2100 hours (10 hours UDR + 13 hours additional UDR = 23 hour rest period).

Example 2: Extra board Engineer "B" is on-duty 13 hours and ties-up at the assigned home terminal at 0800 hours after completing his 5th consecutive start. The engineer's normal rest time would conclude at 1900 hours the same day. Engineer "B's" rest will be extended for 12 hours at tie up. Engineer "B" now becomes available and subject to call at 0700 hours the following day (11 hours UDR + 12 hours additional UDR = 23 hour rest period).

5. During the extended rest period, the engineer's position/turn will continue to rotate up the board. Should it reach first out, the position/turn will be held, and will be subject to call at the expiration of the rest period.

6. A permanently assigned extra board engineer extending his/her rest and who has no other layoffs of any type (i.e. compensated or non-compensated) will not be offset extra board guarantee. However, he/she is no longer eligible to receive a “free day” under the current extra board Agreement. All other terms and conditions of the existing extra board Agreement(s) apply unless modified herein.

ARTICLE X – Calling Engineers

- A. The parties agree to modify Article 19 (Calling) of the September 1, 1995 so-called “Local Issues” Agreement between the former Southern Pacific Railroad Company and the BLET. Article 19 (Calling) states in pertinent part:

Article 19 Calling: Section 1(a): Engineers will be called as near as practical one and one-half (1½) hours prior to the time assignments assume duty, except at locations where local agreements provide otherwise. The caller will record the time the engineer received the call.

1. Engineers assigned to regular assignments will be expected to report for duty at the scheduled reporting time without the benefit of a call for service, unless the reporting time has been set back in accordance with existing agreements. In the event an engineer is not rested under the Federal Hours of Service Law at the scheduled on duty time, the Carrier may direct engineers to report for duty after minimum required rest prior to tie up on the preceding tour of duty.
2. Engineers will not be required to accept a four hour or more interim release after reporting for duty at the home terminal of the assignment.

ARTICLE XI - RSIA TIME OFF AFTER 6/7 STARTS FOR HOLIDAY PAY

An engineer unavailable for service due to having performed 6/7 consecutive calendar day starts pursuant to the FRA’s interpretation of the 2008 RSIA, as amended, and thereby incurring the requisite 48/72 hour RSIA rest period, will not be entitled to compensation for any associated lost time as a result. This will not serve to preclude a qualifying engineer from entitlement to holiday pay. An engineer assigned to a “holiday job” and otherwise meeting the eligibility requirements for holiday pay, who is unavailable on said assignment on a designated holiday(s) and/or the day(s) immediately preceding and/or following said designated holiday(s) due to being in either an RSIA time off status or in “held-in” status pursuant to the 276 hour monthly limit, 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. In such circumstances, an eligible engineer working the assignment’s scheduled work days immediately before and after such “bridge” days will suffice to qualify him/her for any holiday payment due. The intent is to treat the RSIA mandated time off or held in days in the same manner as is the practice for vacation when qualifying for holiday pay.

ARTICLE XII – MILEAGE REGULATION

A. The parties agree that the method of regulation of all pool freight boards will be as follows:

1. Standard 20-day checking period will start with Saturday.
2. Monday will be the weekly adjustment day.
3. Pool freight runs of 160 miles or less will be regulated on paid miles. Runs over 160 miles will be regulated on line miles.

NOTE: On runs where dual destination pool operations are in place and the mileage of one leg is 160 miles or less and the other(s) exceeds 160 miles, the pool will be regulated on paid miles.

4. Formula: Total miles accumulated by the pool divided by the checking period (20 days) times 30, divided by 4000, will determine the number of employees to be assigned to the pool.
5. Decimal figures of .5 or higher will be rounded up and less than .5 will be rounded down to the nearest whole number.
6. Adjustments will only be made when the mileage falls outside the 3800 to 4200 mile range at which time the pool will be adjusted to the 4000 mile target.
7. In the event of significant service interruptions, traffic surges, detours, acts of God, etc., CMS and the Local Representatives agree to confer in order to adjust the pools to properly address these anomalies.

ARTICLE XIII – DELAYED LODGING

A. It is expected that employees will be provided access to suitable lodging within a reasonable amount of time. Therefore, it is agreed that all time delayed in obtaining access to a room, calculated after thirty (30) minutes from arrival at the lodging facility until a room is provided, will be compensated on a minute basis at the prevailing basic daily rate of pay separate and apart from compensation received for the service trip.

B. When submitting time claims under the provisions of this section, employees will provide the time of arrival at the lodging facility, the name of the hotel staff member involved and the time access to a room was received. 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.

- C. It is understood that this payment will not apply in circumstances beyond the control of the lodging establishment or the Company, such as, but not limited to fire, Acts of God and/or sudden failures to systems involving temperature controls, water, etc., which make the facility uninhabitable. It is also understood this payment will not apply to an employee's rejection of an otherwise suitable room due to personal preferences. The Parties agree that good judgment and reasonableness will prevail in the administration of this agreement.

ARTICLE XIV – Pool Operations and Extra Service

- A. Regular Assigned, Pilot Engineers, Engineers making familiarization trips, and Extra Engineers working on road freight service assignments which, due to the length of the run and pursuant to applicable National Agreement rules, overtime commences when the engineer's on-duty time is greater than twelve (12) hours shall, as of the effective date of this Agreement, have their overtime commence when their on-duty time is in excess of twelve (12) hours. Engineers with an operating craft seniority date prior to 11/1/1985 will continue to be paid in the manner outlined in pre-existing agreements.

Q-1: Does this section apply to employees who are working in local, road switcher, or work train service?

A-1: They will continue to be paid overtime if the miles of their trip divided by the miles per hour encompassed in the local, road switcher, and work train basic day (currently 12.5) exceed the total time on duty.

- B. Article V Section E Item 3 of the 1997 SP West Modification Agreement of November 3, 1997 shall be modified to allow an engineer to initiate not more than eight (8) trades per calendar year.

- C. 1. Regular Engineers in pool freight service may voluntarily relinquish their assignment and displace any junior Engineer on another assignment up to two (2) times per year; one time from January through June, and one more time from July to December. All displacements must be made between Monday noon and Thursday noon. No displacements may be made on any agreement provided paid holiday or the day before the holiday. Engineers exercising their seniority under this provision will be required to remain on the new assignment for a minimum of thirty (30) days, seniority permitting.

2. Subject to the restrictions of Paragraph C.1. above, pool Engineers desiring to exercise their seniority onto a yard or local job will also not be allowed to exercise their seniority during the fifteen (15) days prior to and two (2) days after any of the recognized paid holidays during the calendar year. When two

holidays are combined back-to-back, the fifteen (15) days is measured from the first holiday and the two (2) days is measured from the second holiday.

3. The Local Chairman or his/her designee will be responsible for the administration of this arrangement. Engineers desiring to exercise their seniority per this provision must notify the Local Chairman or his/her designee who, in turn, must notify the designated CMS representative 48 hours in advance of the effective date of the new assignment. The Engineer making the displacement must be available to protect their new assignment immediately following their exercise of seniority to that assignment. Upon notification, Engineers being displaced must exercise their seniority in accordance with applicable agreement provisions to another assignment and must be available to protect their new assignment upon the exercise of their seniority to that assignment.

NOTE: This provision does not affect an Engineer's ability to request to be cut when adjustments are made to a pool.

ARTICLE XV – EXTRA TURNAROUND FREIGHT SERVICE

A. Extra board engineers (non-pool freight) called in either turnaround service or turnaround hours-of-service relief shall be considered as called in combination service for multiple road trains and shall be paid aggregate mileage consumed (working and/or transporting) and applicable overtime for the combined services. They may, in a single tour of duty be used in either or both of these services, handle more than one road train, and in the handling of such road trains, perform multiple trips into and out of or within terminals.

B. Overtime shall be paid in the same manner as outlined in Article XIV, Item A.

NOTE: Nothing in this Article precludes or limits the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to, yard crews performing hours-of-service relief or servicing a customer within road/yard service zones, pool crews combining service and deadheads between terminals, pool crews operating within the 25-mile zones, road switchers or locals handling trains within their zones or operational areas and/or using an engineer from a following train to work a preceding train.

Q-1: May extra engineers called in extra freight turnaround service claim fewer miles than actually worked and deadheaded in order to obtain overtime if the monetary value would be greater by doing so?

A-1: No. All miles worked and/or deadheaded must be claimed and overtime will be computed based on total miles run or 12

hours, whichever is lesser. Engineers with an operating craft seniority date prior to 11/1/1985 will continue to be paid in the manner outlined in pre-existing agreements.

ARTICLE XVI – Vacation Qualification Period

In order to be consistent with the 1/52 earnings period under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, for purposes of determining vacation qualification, the 12-month period (year) for determining vacation qualification shall be the same as used for said 1/52 computation.

ARTICLE XVII – Locker Room Modification

The parties agree to modify Section 13 of Article 33 of the November 1, 1982 Collective Bargaining Agreement between the former Southern Pacific Railroad Company and the BLET. Section 13 of Article 33 will no longer require “wash and change room facilities” to include showers. In all other respects, the rule remains unchanged.

ARTICLE XVIII – Reserve Board, Signing Bonus & Reserve Board Claims Settlement

- A. Effective with the date of this agreement, Article 3 (Engineer Reserve Boards) of the 7/1/1991 BLET SP Western Lines Local Issues Agreement is eliminated.
- B. The parties agree the Carrier will pay fifteen million dollars (\$15,000,000) to be paid out as a \$10,000 signing bonus for each active engineer who qualifies as described below in Section C, with the remainder to be paid to settle all time claims and grievances of record for alleged violation of the Reserve Board Agreement as described below in Section D.
- C. **Signing Bonus.** Engineers who meet the criteria set forth herein will qualify for a lump sum payment of \$10,000 provided the Carrier is advised this Agreement is ratified and made effective prior to October 31, 2020:
 - (1) To qualify, engineers must have an employment relationship with the Carrier on or before the effective date of this Agreement and must be actively assigned in engine service.
 - (2) Engineers who are on Leave of Absence or are dismissed from service pending arbitration will upon returning to active service by the Carrier or by Board Award qualify for this lump sum payment. In these cases, employees must be marked up for service to qualify for the payment.

- (3) The signing bonus payment will not be counted as earnings toward the recipient's next year 1/52 vacation rate or count toward vacation qualification.
- (4) The signing bonus will be paid within sixty (60) days of ratification as a separate deposit, subject to applicable garnishments, as well as Federal and State income taxes for supplemental wages.

Q-1: What is the purpose of the signing bonus?

A-1: The signing bonus is intended to encourage members of BLET to ratify this Agreement. It is not for any past, present or future services for the Carrier.

D. Reserve Board Claims Settlement. As referenced in Section B above, the money remaining after payment of the signing bonuses will be paid to settle and resolve all time claims and grievances of record submitted as of the date of this Agreement for alleged violation of the Reserve Board Agreement referenced in Section A above. A time claim or grievance of record is a time claim or grievance that has been denied by the Carrier at any level, including Timekeeping. The BLET General Chairperson shall notify the Carrier in writing of the member individuals and the amount each shall receive. The distribution total must equal the amount of the settlement referenced in this section. The Carrier shall make said distribution no later than sixty (60) days following receipt of the distribution notice from the BLET General Chairperson, subject to all applicable deductions, garnishments, and federal, state, and railroad retirement taxes.

NOTE: In the event disputes arise over the distribution of this settlement, BLET holds Union Pacific harmless in all such matters and will indemnify Union Pacific for any and all damages, costs and expenses. BLET expressly agrees to be solely responsible for addressing any and all claims, grievances, and/or causes of action that may be related to this settlement and agrees that all such matters constitute disputes between the member and the union and are outside the jurisdiction of the NRAB, other similar boards of adjustment and the Railway Labor Act.

Q-1: Will the claim settlement distribution be counted as earnings toward a recipient's next year 1/52 vacation rate or count toward vacation qualification?

A-1: No

ARTICLE XVIII – SAVINGS CLAUSE

This agreement does not change, alter or replace any agreement unless specifically addressed above. This agreement and its application are made without prejudice and on a non-referable basis.

This Agreement is effective _____, 2020

For The
Brotherhood of Locomotive Engineers

For The
Union Pacific Railroad

B.P. Carr
General Chairperson

Beth Wilderman
Director – Labor Relations

APPROVED:

Vice President – BLET

Naomi Deines
General Director–Labor Relations