

# AGREEMENT

Between the

UNION PACIFIC RAILROAD

And the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN (BLET)

(SYSTEM AGREEMENT)

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## 2022 BLET NATIONAL AGREEMENT & PEB 250 WORK RULES PROPOSALS (AGREED UPON INTERPRETATION AND APPLICATION OF ARTICLES V, VI, & VII)

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This Agreement will set forth the terms, conditions, and application of Article V, Article VI, Article VII, and Presidential Emergency Board (PEB) 250 Local Work Rule Proposals for the following territories (excluding all passenger service) on the Union Pacific Railroad:

Union Pacific Eastern District (UPED)  
Former Chicago & Northwestern (CNW)  
Former Idaho Western Region  
Former Southern Pacific Western Lines (SPWL)  
Former Missouri Pacific Upper Lines Central Region (MPUL)  
Former Missouri Pacific Southern Region

### **ARTICLE I: Work Rest Schedule for Combined Pool and Extra Board Service**

- A. The primary work rest schedule for all pool freight service (assigned or unassigned, through or non-through) and extra boards (road and road/yard combination) will consist of eleven (11) available/working days followed by ninety-six (96) hours of rest (the equivalent of four (4) days). The work rest schedule will be known as an “11/4 work rest board.” For boards established herein, the day will begin and end at 0759 hours unless otherwise amended during implementation.
- B. The 11/4 work rest schedule will be established under the following conditions:
1. Home terminal pool freight service boards (new and existing) will be combined with the protecting extra board(s) into a single operation utilizing made-up turns on two boards:
    - (a) Board 1 (the “out-of-town board”) will protect work traditionally performed by the pool(s) on made-up turns. This board may be used as a secondary source of supply in the event the “in-town” board is completely exhausted.
    - (b) Board 2 (the “in-town board”) will protect all work that ties up at the home terminal. This board may be used as a secondary source of supply in the event the “out-of-town board” is completely exhausted.

**NOTE 1:** In the event technology is developed to administer boards identified in (a) and (b) above as a single working list, the Carrier will provide notice to the Organization to combine the boards.

**NOTE 2:** Combining a pool with its supporting extra board into one 11/4 board is permitted by this Agreement. Combining of multiple pools and/or extra boards into one 11/4 board will be implemented by mutual agreement of the parties. The parties will agree on implementation plans for each territory that will support efficient deployment of work rest schedules. This does not modify the Carrier's right to establish/combine/abolish extra boards pursuant to Article 4, Section F of this Agreement.

- (c) The Carrier will have sole responsibility for regulation.
- (d) Any existing agreement provisions governing an engineer's ability to extend rest, elect additional/extra rest, or take voluntary rest are hereby eliminated (excluding the mandatory extension of undisturbed rest required by the 2008 Rail Safety Improvement Act). Any trade turns provisions are hereby eliminated.
- (e) Article II (D) of the 2005 Automatic Mark-Up System Agreement outlining mark up provisions after being off 72 hours or more will not apply to engineers assigned to an 11/4 schedule board established pursuant to this Article, except for engineers marking-up from weekly vacations who are scheduled to start their rest cycle will not be called before 0759 hours.

EXAMPLE: Engineer Smith is on a week of vacation and marks up at 0001 on Tuesday. Engineer Smith's rest cycle is set to begin at 0759 on Tuesday. Engineer Smith will not be called for service during the time between 0001 and 0759 on Tuesday.

- (f) An engineer is subject for call in any class of service during their 11-day work cycle.
- (g) An engineer will not be required to perform any service, including company business, while observing their rest cycle.

## 2. Work Groups

- (a) The work/rest board will include work groups consisting of engineers available to provide full protection of service while other engineers are observing a rest cycle.

**NOTE:** The phrase "work cycle" refers to the days an engineer is required to protect service. The phrase "rest cycle" refers to the days an assigned engineer is observing their 96 hours of rest/off time.

- (b) The 11/4 work rest board(s) may be divided into a maximum of fifteen (15) separate work groups which will be identified as Work Groups "A" through "O" respectively. The work rest cycles for each work group will be scheduled on a staggered basis.

- (c) During the eleven (11) day work cycle, engineers will be placed into a mandatory twenty-three (23) hours of undisturbed rest (UDR) upon tie-up at the home terminal after completion of their fourth (4<sup>th</sup>) or fifth (5<sup>th</sup>) consecutive start.
- (d) Beginning at 0759 hours on the eleventh (11th) day, engineers at the home terminal and not on-duty who are going into their rest-cycle period will be placed on the “in-town” board and may be used as follows:
  - (1) On assignments (assigned/unassigned or extra) that are scheduled to tie up at the home terminal.
  - (2) Work trains or outside point assignments that allow another engineer to be deadheaded to relieve such engineer at the end of their work cycle.
  - (3) In accordance with Article I.B.1 (b) above, engineers used in this manner will have their rest cycle adjusted to allow for the full (96) hours of “rest cycle” time starting from their tie up at the home terminal.

**EXAMPLE:** Engineer Paul is scheduled to start rest days at 0759 hours on Monday. On Sunday, Engineer Paul is called to work a pool freight assignment because the “out-of-town board” is exhausted. Upon tie-up at the home terminal, Engineer Paul’s rest will be adjusted to allow observance of the full 96 hours.

3. Adjustments to the 11/4 work rest board(s) will be handled in the following manner:

- (a) **Cuts:** When all work groups are of equal size, cuts will be made by reducing the junior engineer assigned. When the size of the work groups are not equal, the junior engineer in the larger-sized work group(s) will be reduced, regardless of whether the engineer is on their work or rest cycle. Cuts to the 11/4 work rest board(s) will be made on Tuesdays no later than 2000 hours.

**NOTE:** In the event of a prolonged continuous service interruption, the Carrier may reduce the size of the board outside of the normal process by providing notice to the Local Chairman. If a dispute arises out of the need to apply this provision, such dispute will be forwarded to the General Chairperson and the Director of Labor Relations for resolution.

- (b) **Adds:** When all work groups are of equal size, adds will be made in alphabetical order of the working groups. When the size of the working groups are not equal, the engineer(s) will be added to the smaller working group(s) in alphabetical order. An Engineer added to the board will remain on the board for a minimum of seven (7) days. In the event the most junior engineer is added to the board on a day other than Tuesday, the Carrier reserves the right to reduce that engineer after seven (7) days, even if the reduction is made on a day other than Tuesday.

4. Employees may bid on other work groups within the same work rest board in accordance with the Standing Bid System provisions in Article II below. Employees awarded bids to other work groups will assume the conditions of the work groups assignment.

**EXAMPLE:** Engineer Smith is observing his rest cycle when awarded a bid to another work group that is currently on its working cycle. Upon notification, as outlined in Article II, Section J, Engineer Smith will assume the working cycle of the assignment awarded.

5. Engineers displaced from a work group will be provided 24 hours to place upon notification of displacement as outlined in Article II, Section J, regardless of whether the engineer is on their work or rest cycle. Engineers with displacement rights may displace anyone their junior; however, they must displace the junior in a work group.
6. Implementation of this work rest schedule does not override compliance with RSIA requirements.

C. Guarantee Pay Provisions:

1. An 1 1/4 work rest board established pursuant to this Article will be guaranteed at the current BLET road extra board guarantee rate of pay on a per half basis and will be subject to all future GWIs and COLAs. A new daily rate will be established based upon an eleven (11) day half.
2. Engineers will not receive guarantee pay while observing their 96-hour "rest cycle" rest period (or any portion thereof).

**NOTE:** Guarantee will not be reduced when observing the mandatory 23-hour undisturbed rest period provided for in Article I.B.2(c).

**EXAMPLE:** Engineer Paul is available and/or works 10 days during the first half of March. Engineer Paul also observes one 23-hour mandatory rest period and one 96-hour off cycle period the same pay half. Engineer Paul will be paid 11 days at the daily guaranteed rate.

3. When assigned to an 1 1/4 schedule board, taxable earnings from all sources will be used to offset the guarantee according to the local agreement or practice in place for each territory covered by this Agreement. An engineer will be compensated at the current rate for the class of service called/performed during their tour of duty.

**Example 1:** Engineer Paul is called to protect pool freight service between Salt Lake City and Milford, Utah. Engineer Paul will be compensated the trip rate and any additional arbitratories associated with the pool or allowed for by existing agreements. All earnings from this assignment will be used to offset the engineer's guarantee.

**Example 2:** Engineer Paul is called to protect a vacancy in local service at Brigham City, Utah. Engineer Paul will be compensated at the local rate of pay of the assignment

(including any associated overmiles) and any additional arbitrables associated with the assignment or allowed for by existing agreements. All earnings from this assignment will be used to offset the engineer's guarantee.

4. An engineer laying off in any non-compensated status shall have their guarantee forfeited for the half and will only be paid actual earnings.
  - (a) Layoffs will be in increments of 24 hours. An engineer may mark up after a minimum layoff of (12) hours.
  - (b) Upon mark-up, an engineer will be placed at the bottom of the board.
5. An engineer laying off for paid personal leave, paid sick days, or paid vacation (block or single days) will be considered unavailable for purposes of guarantee. The guarantee will be reduced in 24-hour increments (or any portion thereof) for the period of time the engineer is considered unavailable, and the earnings will not be used to offset the guarantee.
6. An engineer laying off for jury duty, qualifying bereavement leave, travel time (Article II.E), military leave or union business (who are eligible under current agreements) will be considered as unavailable and their guarantee will be reduced by one guarantee day for each 24-hour period or portion thereof. Laying off in one of these statuses will not be used towards the forfeiture of guarantee.
7. In the event of consecutive compensated layoffs, the rest cycle will not be considered as unavailable time for purposes of offsetting guarantee.

**Example 1:** Engineer Smith's rest cycle begins on Saturday. Engineer Smith observes a PL day on Friday, observes his rest cycle (Saturday/Sunday/Monday/Tuesday), and takes another PL day on Wednesday. The rest cycle period will not be considered as unavailable time for the purposes of offsetting guarantee.

**Example 2:** Engineer Smith's rest cycle begins on Saturday. Engineer Smith observes a PL day on Thursday and is not called to work on Friday. After observing his rest cycle (Saturday/Sunday/Monday/Tuesday), Engineer Smith is not called to work on Wednesday and observes another PL day on Thursday. Engineer Smith's rest cycle will not be used to offset guarantee; however, the Friday and Wednesday will be treated for guarantee purposes pursuant to existing agreements, letters of understanding, and/or practice.

8. A guaranteed engineer who is displaced and subsequently exercises their seniority to another guaranteed board within three (3) hours of the first attempted notification will not have their guarantee offset for the time so displaced.

**NOTE:** First attempted notification refers to all available phone numbers on file for contacting an engineer. The three (3) hours will be measured from the time the last number is called (for the first time) by Crew Management. For engineers who are on duty or at the away from home terminal, the three (3) hour measurement will begin upon tie-up at the home terminal.

9. An engineer who is placed in “company business” status will be treated as being on the board for the purposes of guarantee. Engineers will be paid a basic day at the rate of the last service performed for each day in company business.
10. An engineer will be eligible for a “bonus” payment at the 1/15<sup>th</sup> rate for each guarantee pay half where the engineer remains fully marked up and available for service while in their “work cycle” (no layoffs of any kind excluding mandatory UDR and “rest cycle” rest).
11. Any existing extra board agreement provision(s) regarding a “rest day” or “free day,” or any facsimile thereof is hereby eliminated.

D. Vacation/Personal Leave

1. Engineers will start their weekly vacation on Sunday but will have the unrestricted ability to move their vacation forward or backward up to 96 hours.

**NOTE:** Vacation must be used within the current year, engineers cannot use the 96-hour provision to move their vacation resulting in it running into another calendar year.

- (a) Engineers must notify CMS seven (7) days prior to the start of a scheduled week of vacation if they elect to move that vacation forward or backward. Failure to notify CMS seven (7) days prior will result in the vacation beginning on the Sunday scheduled.

- i. Requests to move vacation will be submitted by the Local Chairman or their designee by sending an email to [Scheduled\\_Vacation\\_Change@up0.onmicrosoft.com](mailto:Scheduled_Vacation_Change@up0.onmicrosoft.com)

**NOTE 1:** In the event technology is developed that allows engineers to submit these requests electronically through the system, the Carrier will notify the Organization of the change to the process.

**EXAMPLE:** Engineer Smith has a week of vacation scheduled for August 29th. He must notify CMS on or before August 22<sup>nd</sup>, if they intend to move it forward or backward.

- (b) Any existing agreement provisions that provide an engineer the ability to advance and/or defer or to request to extend their time off prior to marking up is eliminated for engineer assigned to a work/rest schedule in accordance with this Article I.

E. Miscellaneous Provisions

1. 11/4 work schedule boards will operate on a first-in / first-out basis at both the home and away-from-home terminal based on the engineer’s tie-up time.
2. Pools that run 250 miles or more may elect to “opt-out” of this 11/4 work schedule. Pools that run 249 miles or less may only “opt-out” by mutual agreement. The Organization will notify the carrier within 30 days after the effective date of this agreement of the pools requesting to opt-out. Pools that have opted out of the 11/4 work schedule may later elect to “opt-in” and implementation will

be handled through an implementation agreement. Pools that elect to “opt-in” do not have the right to decide to opt back out.

3. Where implementation of Article I is impractical or unnecessary, for example road and road/yard combination extra boards at locations that do not have designated pool freight service, other work rest schedules will be explored and implemented.
4. Other work rest schedules may be implemented by mutual agreement between the parties.

**ARTICLE II:        Standing Bid System**

A. Except for newly established yard, local, TSE/road switcher, and/or work train assignments, all engineer vacancies, including pool and extra board position which are created or become vacant will be filled by the senior engineer with an application on file with Crew Management.

1. Applications may be changed or withdrawn until assigned. Once assigned, the engineer must remain thereon unless displaced by a senior engineer, awarded a new bid by application, or obtains displacement rights.
2. Newly established yard, local, TSE/road switcher, and/or work trains will be bulletined by 1200 hours daily for a period of 72 hours. At the expiration of the bulletin, the position will be awarded to the senior engineer with an application on file with Crew Management.
  - (a) This section will apply when an assignment is re-bulletined due to a change in assignment as set forth below:

**Regular Yard Assignments**

- 1) Change in start time of 1 hour or more, cumulative within the year;
- 2) Location of yard assignment change; or
- 3) Assigned rest days change.

**Regular Local Freight and Road Switcher (TSE) Assignment**

- 1) Change to the starting time of two hours or more, cumulative within the year;
  - 2) Any change to mileage of the assignment;
  - 3) Any change in the number of days per week scheduled to work;
  - 4) Any change in the terminal point or points; or
  - 5) Assigned rest day change.
3. A senior engineer who is absent from service for the life of the bulletin for newly established bulletined positions will be permitted to displace the assigned junior engineer so long as they declare “non-access” to the advertised position by the end of their first tour of duty after returning to service.

B. Engineers will be permitted to place standing bids to specific turns in other pools and standing bids to other extra boards to which they are not currently assigned. Engineers will not be permitted to maintain

standing bids for pools/extra boards for which they are currently assigned except which is allowed in Article 1, Section B.4.

- C. Engineers are responsible for maintaining their standing bids and applications for regular assignments. Standing bid job applications will include the priority of assignment if more than one application/bid is being filed. Once an assignment is awarded, lower priority applications (lower than one awarded) will be removed from the system, and it will be incumbent on the engineer to reapply for those positions should they so desire. The following will be included in the bulletins for assignments:

**Regular Yard Assignments**

- (a) Starting time;
- (b) On-duty and off-duty point(s).
- (c) Rest days; and
- (d) Days per week.

**Regular Local Freight and Road Switcher (TSE) Assignments**

- (a) Type of service;
- (b) Territory of the assignment; (including mileage)
- (c) Days per week;
- (d) The terminal or terminals of the assignment; and
- (e) The time to report for duty.

**Assigned Work Train Service**

- (a) District on which the assignment will work;
- (b) Days per week; and
- (c) If tie-up point is expected to be reasonably constant, the bulletin will show the ordinary tie-up point.

- D. Permanent vacancies that are created by what is known to be an extended absence (excluding vacation) of fifteen (15) days or more may be filled by the senior engineer with application/bid on file.
- E. In the event a position goes no bid, Crew Management will:

1. Force an employee that has not exercised their displacement rights as outlined in Section J, below.
2. If there are not sufficient engineers on the bump board to fill open positions that are not filled by standing bid, Crew Management will recall the senior demoted engineer.

**NOTE:** In the event Section E, 1 and 2 conflict with applicable Ebb and Flow rules on a CBA territory, the Ebb and Flow rules will remain in effect on the properties.



F. Engineers forced to a position will be allowed travel time as follows:

1. None, if the position is 0-100 miles from their previous assignment
2. 24 hours, if the position is 101-200 miles from their previous assignment
3. 48 hours, if the position is more than 201 miles or more from previous assignment

**NOTE:** For purposes of this section, an engineer will be considered “forced assigned” when by virtue of their seniority, they would otherwise be forced to displace a junior engineer at another location based on the mileage parameters listed above.

G. Except as provided herein, existing agreement provisions allowing for the “temping” or “old-heading” of vacancies, including any rules pertaining to the “pass-up” or “giving-up” of any assignment, or riding a bulletin are hereby eliminated.

H. An engineer will be allowed to pass up their assignment once per quarter, which will be administered by the organization. An engineer will not be allowed to pass up and place into the board they are currently assigned. They will assume the conditions of the assignment immediately.

**NOTE:** In the application of this rule, a request to vacate an assignment shall not be granted if the engineer has made a request to give up their assignment within the preceding 30 days.

I. Displaced engineers must exercise their seniority within twenty-four (24) hours of proper notification by CMS of their displacement, except where otherwise noted herein.

J. In the event an engineer 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 engineer's personal file in CMTS, one time each and leaving a message if possible. Such attempts will be documented in the engineer's work history, as well as CMS placing an electronic message in the engineer's CMTS screen or portal. CMS actually speaking with the engineer, receiving a call back from the engineer, or the engineer'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 engineers may accept notification prior to the (eight) hour period referred to above.

1. For engineers displaced while on duty or at the away-from-home terminal, the twenty-four (24) hour displacement period will begin at final tie-up/final release at the home terminal without the need for additional phone notification by CMS.
2. For engineers 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 twenty-four (24) hour displacement period will begin upon completion of such unavailability period. Nothing prohibits engineers from accepting notification during such unavailable period.

K. Should an engineer not exercise their seniority within the twenty-four (24) hours, they will be placed as

follows:

1. An open position that is unable to be filled by standing bid. If multiple open positions exist, the engineer will be assigned to the closest assignment (highway miles) from their last assignment worked.
2. Displace the junior in the hub/district.

**NOTE:** In the event Section J, 1 and 2 conflict with applicable Ebb and Flow rules on a CBA territory, the Ebb and Flow rules will remain in effect on the properties.

### **ARTICLE III: Self Supporting Pools**

A. All pool freight service (assigned or unassigned, through or non-through) not established/operating in accordance with Article I of this Agreement will be handled as follows:

1. When a pool turn becomes first out at the home terminal and the assigned engineer is unavailable at call time (except for statutory rest, statutory off time, or rest days), their turn will be placed at the bottom of the board where it will remain until the assigned engineer marks up. The next rested and available engineer in the pool will become first out and will stand for the service called.

**NOTE:** Drop turns payments, if applicable, are hereby eliminated.

2. When the pool is exhausted, a made-up turn may be added to the pool at the home terminal. The made-up turn will take its turn to the away-from-home terminal and will be removed from the pool upon tie-up at the home terminal. The made-up turn will be protected by the first available extra board employee at the location of the protecting extra board(s).
3. The pool turn of an assigned engineer observing mandatory undisturbed rest (rest) will continue to rotate up the board and will remain first -out when the position is reached.
4. The pool turn of an assigned engineer observing federally mandated off time (FR or FZ) will continue to rotate up the board and will remain first-out when the position is reached.
5. Home and Away from Home terminals will be operated on a first in/first out basis based on tie-up time. In the event two engineers tie up at the same time, the board will be ordered based on the last on duty time.

### **ARTICLE IV: Pool & Extra Board Regulation**

A. Pool freight service of 250 miles or more, or pools that are not operated/established pursuant to Article I, will be regulated based on current starts agreements (based upon side letter 5 of PEB 250). If a regulation agreement is not currently regulated by starts, start ranges will be determined by basic miles or as otherwise agreed to by the parties.

B. Starts are defined as any terminal to terminal run whether working or deadhead, combined deadhead and service or combined service and deadhead, “flips” (equivalent to two (2) starts), or turnaround trips, whether performed by either a pool turn or made-up turn in a pool.

C. Pools freight service will be regulated on Tuesdays with a twenty (20) day check period (look-back) from the previous two days (i.e., Sunday) as follows:

1. The prorated monthly starts of a pool shall be calculated by multiplying the number of starts during the 20-day check period by 1.5 and then dividing this number by the total number of assigned turns.

2. Adjustments (additions/reductions to the pool) will only be made if a pool is operating outside of the start band(s) in Section A above. The adjustment will be made to the mid-range of the specified start band of the pool. Resulting turn fractions of .51 will be rounded up and .50 and below will be rounded down.

Example 1: 20-day check period with 300 starts regulated at a mid-point of 22 starts  
300 starts x 1.5= 450 starts. 450 starts divided (/) by 22 = 20.45 turns/positions  
Because .45 is less than .50 this would result in 20 assigned engineers

Example 2: 20-day check period with 187 starts regulated at a mid-point of 22 starts  
187 starts x 1.5= 280.5 starts. 280.5 starts divided (/) by 22 = 12.75 turns/positions  
Because .75 is greater than .50 this would result in 13 assigned engineers

3. Due to an abnormal influx (or absence) of traffic operating over a particular pool’s run, the parties may elect to use a 10-day check period (look-back) to minimize the long-term effect of the traffic variability. Should this occur, the multiplier will be 3 versus 1.5 as defined in Section C.1 above.

**NOTE:** It is understood once technology is developed to apply Article VII, Section (b) (3) of PEB 250, the parties will meet to modify Section C of this Article in accordance with PEB 250.

D. It is understood this Article does not establish any type of pool guarantee or assured earnings. Nor does this Article infer or mandate any type of “shop average” work minimums or attendance standards/expectations.

E. All current and any newly established pool freight boards (assigned or unassigned, through or non-through) and extra boards (road, road/yard combination, and yard) will operate on a first-in/first-out basis.

F. Extra boards will be regulated solely by the Carrier based on the needs of service. In addition, the Carrier may abolish, establish, or combine road, road/yard combination, or yard extra boards which will also be regulated solely by the Carrier based on the needs of service with ten (10) days notice to the Organization.

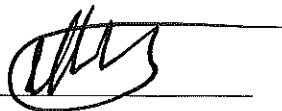
**ARTICLE V:      General Provisions**

- A.    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.
  
- B.    Any dispute regarding the interpretation or application of this Agreement will be handled in accordance with the Claims Handling Agreement between the parties on each property signatory to this Agreement.

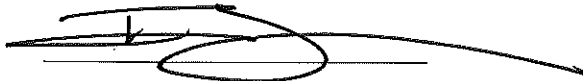
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Signed this 16 day of August, 2023.

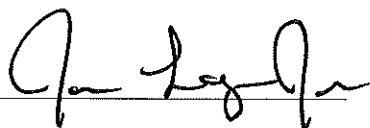
**For the Organization:**



Ronnie Rhodes  
General Chairman BLET-MPUL



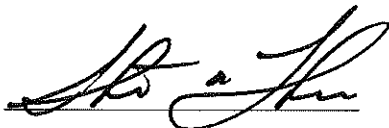
Kyle Bagby  
Vice General Chairman BLET- MPUL



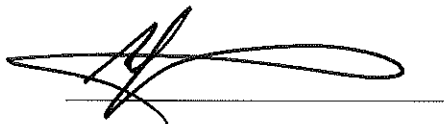
James Logan  
General Chairman BLET-UPSR



Scott Alexander  
Vice General Chairman BLET- UPSR



Steve Leyshon  
General Chairman BLET-UPWR



William Wallace  
Vice General Chairman BLET- UPWR



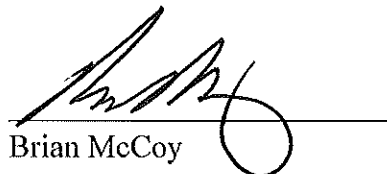
Dick Crow  
General Chairman BLET-CNW



Joe Cummins  
Vice General Chairman BLET-CNW



Chad Lambert  
General Chairman BLET-UPED



Brian McCoy  
Vice General Chairman BLET-UPED



Brian Carr  
General Chairman BLET-SPWL

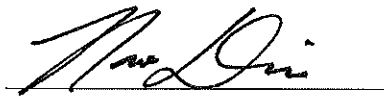


Paul Ansberry  
Vice General Chairman BLET- SPWL

**For the Union Pacific Railroad:**



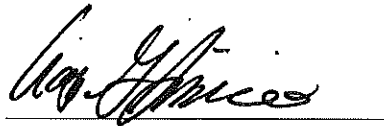
Maqui Parkerson  
Vice President Labor Relations



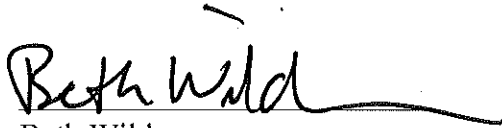
Naomi Deines  
Assistant Vice President CMS



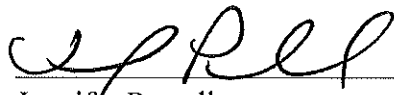
Rebecca Cates  
Director Labor Relations



Craig Ingrisano  
Director Labor Relations



Beth Wilderman  
Director Labor Relations



Jennifer Powell  
General Director Labor Relations



Todd Plagman  
Manager Labor Relations

## **Side Letter for Implementation**

The Parties recognize that the timeline for broad implementation of 11/4 work/rest schedules for all of or a portion of a crew base on a territory is dependent on the availability of technology to support the administration of the schedule and a sufficient train crew base to support the implementation. The Carrier anticipates that this technology will be completed by August 2023.

Upon notification of ratification of the Agreement, by all General Committees, the parties will meet to develop the implementation plan for each Committee's territory. Each implementation plan will reflect the availability of technology and the train crew base for the relevant territory. Implementation of the plans should be completed as soon as practicable but not later than one year from the date of notification of ratification. The parties agree to extend the implementation timeline for all or certain General Committees by reasonable request upon mutual agreement.

If there is a delay in technology implementation beyond August 31, 2023, the Carrier will implement a voluntary 4/1 or 5/1 based on RSIA starts until such a time that the technology can be implemented.

A Disputes Committee consisting of an equal number of BLET General Chairmen and Carrier Labor Relations representatives will be created to discuss matters of mutual interest and to ensure proper implementation of the Agreement. While the Disputes Committee is working to resolve a particular issue related to the implementation of work/rest schedules, any claims related to the issue will be held in abeyance until final resolution.

If the Disputes Committee is unable to resolve an issue, it will be submitted to expedited arbitration for adjudication.

### 11/4 Agreement - Interpretations

- Q1. What does the phrase “*subject for call in any class of service*” mean in Article I, B, 1, (f)?
- A1. This simply means an Engineer may be called to work as an Engineer in through freight, local freight, yard, work train or road switcher service while assigned to an 1 1/4 work rest board.
- Q2. What does the phrase “*prolonged continuous service interruption*” mean in Article I, B, 3, (a), Note?
- A2. This phrase is referring to washouts, derailments, floods, Acts of God, etc., that will cause a significant disruption to service on a particular line segment or corridor. To be determined by the General Chairman and Director of Labor Relations.
- Q3. If an Engineer takes a single day vacation or personal leave day on their rest day, will those earnings be used to offset the guarantee?
- A3. No. An engineer may request to be paid a personal leave or single day of vacation on their rest day by submitting a ticket to Carrier’s Timekeeping Department. To use single vacation, Engineers must have a week already broken into singles when submitting the ticket to Timekeeping.
- Q4. If an Engineer lays off sick for more than 24 hours identified in Article I, C, 4, (a), will they have to contact CMS every 24 hours to notify them of their desire to remain off sick?
- A4. Yes. All layoffs will be for a minimum of 24 hours. If an engineer wishes to markup prior to 24- hours, but no earlier than 12-hours, or if an engineer wishes to extend their layoff, they must process that request through the Carrier’s automated system or by contacting CMS.
- Q5. How many guarantee days will be reduced when an Engineer lays off with a compensated day per Article I, C, 5 & 6 at 16:00 hours on Monday that ends at 16:00 hours on Tuesday?
- A5. One (1) guarantee day.
- Q6. Will Engineers who are marked off “company business” in accordance with Article I, C, 9 have their guarantee reduced for the day(s) marked off in this status?
- A6. No.
- Q7. Can an Engineer who is added to or awarded a position on a 1 1/4 work rest board after the seven (7) day period to move a scheduled vacation week forward or backward has expired, move the vacation 96 hours per Article I, D, 1, (a)?
- A7. Yes. The Engineer must notify CMS within 8 hours of notification from when they are added to or awarded a position on the 1 1/4 work rest board as to how they want their vacation moved.
- Q8. How will employees be used when required to protect an outlying vacancy?



A8. One day outlying vacancies will first be filled by engineers on their 11<sup>th</sup> day of their work cycle, then by engineers on days 1-10. Outlying vacancies spanning multiple days will first be filled by engineers on days 1-10 of their work cycle, then by engineers on their 11<sup>th</sup> day. Engineers filling multi-day outlying vacancies will not be “hooked” to the assignment for more than the days left in their work cycle.

Example: Engineer Jones is on day 9 of their work cycle and called to protect a week long vacation vacancy on an outlying local assignment. Since Engineer Jones has three (3) days left in their work cycle, they will work the vacancy for three (3) days then be released for their off days.

Engineers filling a multi-day vacancy who, due to working 4 or 5 consecutive starts results in 23 hours of undisturbed rest (UDR), will be released from the assignment to observe the 23 hours of UDR after the completion of either the 4<sup>th</sup> or 5<sup>th</sup> start.

Engineers may be held for up to 5 consecutive starts on outlying job.

The deadhead to the outlying point or the deadhead back home from the outlying point will not count toward the 4<sup>th</sup> or 5<sup>th</sup> consecutive start.

Engineers that lay off at the outlying point will continue to be held for the vacancy until either they are released, they run into the off days of the assignment, they begin their off duty-cycle, or they obtain their 5<sup>th</sup> consecutive start, whichever occurs first.

Q9. An engineer places to an 11/4 board and has worked two (2) starts on his prior assignment, will those starts count towards the 4/1 on the 11/4 board?

A9. Yes.

Q10. When will the new rules established in the agreement regarding bump time, notification, standing bids and self supporting pools, be effective?

A10. The rules regarding bump time, notification, standing bids, self supporting pools and extra board regulation will be effective during the start of implementation for each hub/district, except for boards that elect to opt-out may be implemented immediately.

Letter of Understanding #1

Gentlemen:

This refers to the calculation of Personal Leave Day starts and qualification rules for employees assigned to work rest boards under Article 1 of the 2022 BLET National Agreement & PEB 250 Work Rule Proposals.

Boards established under Article 1, will be treated as poolboards under the provisions of the 2001 Personal Leave Day Agreement, meaning they will be entitled to the "build up" starts calculation. The parties agree to reduce the number of starts required to qualify from 180 to 170 for employees assigned to boards established under Article 1.

Should a situation arise where an employee does not qualify for personal leave pursuant to the conditions outlined above, they may submit a ticket to the Carrier's Timekeeping department requesting a review of their work history/job assignment. If Carrier's Timekeeping department determines the engineer did not qualify, the days available for service and on which days the engineer performs no service while assigned to a board established under Article 1, not exceeding 90 days, will be included in determining qualification for personal leave days.

Example: At the end of the year, Engineer Smith only has 165 starts. Engineer Smith, who worked on a board established under Article 1 during the year requests, a review of his work history. Timekeeping finds 5 or more days where Engineer Smith was available and not used and gives him credit for additional starts so that he qualifies for PL days.

Any such request for a review must be received within 30 days of the end of the qualification year. Any issues shall be handled between the General Chairman and Director of Labor Relations.

Signed JUNE 11, 2023

For the Organization:

Brian Carr  
Brian Carr (Jun 11, 2023 10:14 PDT)

Brian Carr, General Chairman – UPWL

Chad M Lambert

Chad Lambert, General Chairman – UPED

Steve Leyshon

Steve Leyshon, General Chairman – UPWR

Dick Crow  
Richard E Crow (Jun 11, 2023 12:25 CDT)

Dick Crow, General Chairman - UPNR

For the Carrier:

Beth Wilderman  
Beth Wilderman (Jun 11, 2023 12:51 CDT)

Beth Wilderman – Director Labor Relations

Jennifer Powell  
Jennifer Powell (Jun 11, 2023 12:55 CDT)

Jennifer Powell – Director Labor Relations

## Letter of Understanding #2

The Carrier and Organization acknowledge that each has a different interpretation of the language in the agreement related to the displacement of engineers while an engineer is on their rest cycle. The parties acknowledge that the implementation of the actions described below do not reflect both parties' interpretation of the language of the agreement. Without prejudice to either party's interpretation of the agreement, the parties agree to apply the agreement as described below:

1. Engineers displaced on their work cycle, the 24-hour displacement time will commence after proper notification as outlined in Article II.I.

(Example: An Engineer is displaced at 0730 on day 11 of the work cycle while rested and at home. The eight (8) hour notification time will commence at 0730 ending at 1530, unless the Engineer accepts notification prior to 1530. The 24-hour displacement period will begin at the time of proper notification. Said Engineer must exercise his seniority within three (3) hours of first attempt of notification to maintain the bonus payment and 1/11th payment for day 11, if not already forfeited).

(Example: Engineer is displaced at 0730 while on duty on day 11. The 24-hour displacement period will begin at tie-up. Engineer will need to place within three (3) hours of tie-up time to maintain bonus payment and 1/11th payment for day 11, if not already forfeited.)

(Example: Engineer is displaced at 2330 while in undisturbed rest on day 11. The eight (8) hour notification time will commence at the conclusion of the engineer's rest. The 24-hour displacement period will begin at the time of proper notification. The engineer will need to place within three (3) hours of first attempt of notification to maintain bonus payment and the 1/11th payment for day 11, if not already forfeited.)

2. For Engineers on their rest cycle, the 24-hour displacement time will start upon the expiration of the 96 hours of rest cycle as outlined in Article II.I.2.

(Example: Engineer is displaced on rest cycle day 4 at 0730. The 24-hour displacement time will begin at the conclusion of their 96-hour cycle. The engineer has 3 hours from the conclusion of their rest cycle to place themselves to maintain the bonus payment and the 1/11th for that day, if not already forfeited.)

Note: An engineer may accept their displacement notification on their assigned rest days and exercise their seniority. When doing so, the engineer will immediately assume the conditions of the new assignment displaced to.

3. Engineers either on their work cycle or rest cycle who are awarded an assignment as the result of a standing bid, will immediately at the time of the award, assume the conditions of the assignment they have been awarded as outlined in Article I.B.4.

(Example: Engineer on day 2 of rest is awarded a job as a result of a standing bid. The new assignment is on day 3 of its work cycle. The engineer will immediately be marked up and will be on day 3 of their work cycle)

4. Application of the agreement as described above requires additional computer programming, which could extend the completion of the technology beyond August 2023. As stated in implementation Side Letter #1, beyond August 31, 2023, the Organization can optionally request implementation of a voluntary 4/1 or 5/1 based on RSIA starts while the completion of programming takes place.

5. The Carrier has raised the concern about the availability of engineers due to displacement. The Organization agrees the successful operation of the 11/4 work rest boards requires the proper staffing of engineers. In the interest of addressing the goals of both parties this issue will be handled as follows:

- a. If the number of engineers (displaced from 11/4 work rest boards) taking more than three (3) hours to place themselves after proper notification is more than 15% of the daily average number of bumped engineers system-wide (from 11/4 work rest boards), over a rolling 15-day period, the parties will meet immediately to determine the root cause of the issue and any potential changes that need to be made. If parties are unable to resolve the issue and believe that either party's behavior caused the issue, it may then be sent through the disputes committee process for resolution.

If unable to resolve the situation within thirty (30) days, interpretation of the language of the agreement regarding displacement in the absence of this side letter will be sent to expedited, party-pay arbitration. The parties have agreed that Arbitrator Sidney Moreland will chair the arbitration hearing.

Signed June 29, 2023

For the Organization:

Brian Carr  
Brian Carr (Jun 29, 2023 13:53 CDT)

Brian Carr, General Chairman-UPWL

Chad M Lambert

Chad Lambert, General Chairman, UPED

For the Carrier:

Beth Wilderman  
Beth Wilderman (Jun 29, 2023 14:05 CDT)

Beth Wilderman, Director of Labor Relations

Jennifer Powell  
Jennifer Powell (Jun 29, 2023 14:48 CDT)

Jennifer Powell, Director of Labor Relations

Ronnie Rhodes

Ronnie Rhodes (Jun 29, 2023 13:58 CDT)

Ronnie Rhodes, General Chairman- MPUL

James Logan

James Logan, General Chairman-UPSR

Richard E Crow

Richard E Crow (Jun 29, 2023 14:03 CDT)

Dick Crow, General Chairman-CNW

Steve Leyshon

Steve Leyshon. General Chairman-UPWR

Rebecca Cates

Rebecca Cates (Jun 29, 2023 14:49 CDT)

Rebecca Cates, Director of Labor Relations

Craig G Ingrisano

Craig G Ingrisano (Jun 29, 2023 15:23 CDT)

Craig Ingrisano, Director of Labor Relations

Letter of Understanding #3

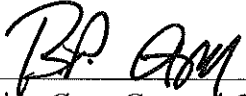
Gentlemen:

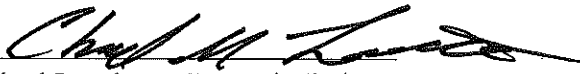
This refers to the handling of cuts and add to the board for employees assigned to work rest boards under Article 1 of the 2022 BLET National Agreement & PEB 250 Work Rule Proposals which have less than 15 work groups.

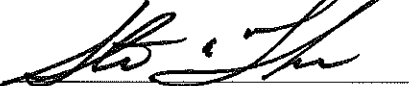
It is agreed that under Article 1(B)(3), when less than fifteen (15) work groups exist on a board, adds and/or cuts may be made in order other than alphabetical to ensure adequate cover and avoid excess people on rest days at the same time.


Signed this 16 day of AUGUST, 2023


For the Organization:

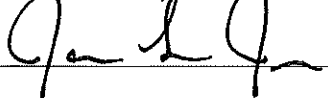
  
Brian Carr, General Chairman – UPWL

  
Chad Lambert, General Chairman – UPED

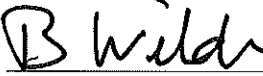
  
Steve Leyshon, General Chairman – UPWR

  
Dick Crow, General Chairman – UPNR

  
Ronnie Rhodes, General Chairman-MPUL

  
James Logan, General Chairman- UPSR

For the Carrier:

  
Beth Wilderman – Director Labor Relations

  
Jennifer Powell – Director Labor Relations

  
Rebecca Cates – Director Labor Relations

  
Craig Ingrisano-Director Labor Relations