

AGREEMENT

Between the

UNION PACIFIC RAILROAD

And the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN (BLET)

(SYSTEM AGREEMENT)

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

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) The 2005 BLET System Agreement regarding Automatic Mark-Up 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 (4th) 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 made in accordance with Article II.D.3. When an adjustment is made it 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 I, 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 I, 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 11/4 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 11/4 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 arbitraries 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), 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 1/15th 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.

EXAMPLE: Engineer Smith has a week of vacation scheduled for August 29th. He must notify CMS on or before August 22nd, 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 by mutual agreement. The Organization will notify the carrier within 30 days after the initial implementation date of this agreement of the pools requesting to opt-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 not to exceed 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;
- (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.

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.

F. 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.

G. 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.

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

I. 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 unavailability period.

J. 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) in accordance with Article II.D.3 of this agreement 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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TENTATIVE AGREEMENT

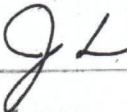
Signed this _____ day of May, 2023.

For the Organization:
Subject to ratification



Ronnie Rhodes
General Chairman BLET-MPUL

Kyle Bagby
Vice General Chairman BLET- MPUL



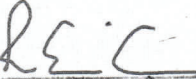
James Logan
General Chairman BLET-UPSR

Scott Alexander
Vice General Chairman BLET- UPSR

SAL

Steve Leyshon
General Chairman BLET-UPWR

William Wallace
Vice General Chairman BLET- UPWR




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TENTATIVE AGREEMENT

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.