

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and

UNITED TRANSPORTATION UNION - E

-----  
SPLIT VACATION AGREEMENT  
-----

To provide for an alternate method of scheduling vacation entitlements for Hostlers and Firemen, (hereinafter referred to as Enginemen),

IT IS AGREED THAT:

- A. Enginemen who are qualified for a vacation of two, three, four or five weeks, with pay, under the provisions of the Vacation Agreement of April 29, 1949, as amended, will, in accordance with the various scheduling provisions of the Road and Yard Vacation Agreements, and subject to approval and the availability of extra employees to provide relief, be permitted to take their vacations in installments as outlined below:
1. Enginemen who are qualified for two weeks' vacation may take their vacation in two installments of one week each.
  2. Enginemen who are qualified for a three-week vacation may take their vacation in two installments of one week and two weeks or vice versa, or in three installments of one week each.
  3. Enginemen who are qualified for a four-week vacation may take their vacation in four installments of one week each or in combinations of one week, two weeks, and/or three week installments, not to exceed a total of four weeks' vacation.
  4. Enginemen who are qualified for a five-week vacation may take their vacation in five installments of one week each or combinations of one week, two weeks, three weeks, and/or four week installments, not to exceed a total of five weeks' vacation.

5. Employees who are in hostling service, regularly assigned or extra board, will be allowed to take up to two (2) weeks of their vacation one (1) day at a time under the following conditions:

- (a) Compensation will be calculated by taking one-fifth (1/5) of the one-fifty-second (1/52) rate.
- (b) The Carrier will be notified forty-eight (48) hours in advance of the employee's desire to take the one (1) day. This, however, will not restrict the Carrier from allowing the one(1) day vacation with less notice if working conditions are acceptable.
- (c) The employee will inform the Carrier which assigned week(s) is/are to be split at the time of vacation scheduling. If the designated week(s) arrives and all days have not been taken, the balance will be taken on the initial day scheduled.

EXAMPLE: An employee has two (2) weeks scheduled beginning November 1 and designates same as the split weeks. If all ten (10) days have not been taken by November 1, the balance will commence November 1 for the remaining days not taken.

- (d) Additionally, if an employee uses a one (1) day vacation while in hostling service and subsequently exercises seniority in road service, no additional one (1) day vacations will be allowed while in road service. And, if the designated week arrives while still in road service, the employee will observe the balance of vacation days commencing with the first day of the scheduled vacation week that was split.
  - (e) Employees who elect one-day vacations will be required to take paid vacation days prior to non-paid days until the one-day vacations are exhausted.
6. January 1 shall be considered the anniversary date for an employee whose anniversary falls during the calendar year in which vacation is taken. If an employee qualifies for the additional week of vacation under this waiver but leaves the employment of the Company for any reason prior to his anniversary date (e.g. resignation, dismissal, retirement, death) he will not be entitled to compensation for the additional week of vacation.

7. Vacation periods, once scheduled, may be advanced or deferred only under the following conditions:

- (a) All or any installment of an employee's vacation may be advanced or deferred into open slots subject to manpower and operational requirements. In the event several employees wish to advance or defer their vacations to the same period, seniority will prevail.
- (b) Employees who desire to advance or defer all or a portion of their vacation period must make written application to the Local Chairman and CMS at least (7) days in advance of the desired change.
- (c) When a portion of a vacation is advanced or deferred, the employee will specify which installment is to be moved.

EXAMPLE: An employee with two weeks of vacation is scheduled for the period July 1-14. One week of the vacation is advanced to an open slot the week of June 1-7. The employee must specify which week will be moved and which will remain as originally scheduled, i.e., move the week of July 1-7 and keep the week of July 8-14.

- (d) Hostling service employees may adjust their vacation period to commence on the day following their designated days off.

8. Vacations will be scheduled to begin on Monday of each week in lieu of scheduling on the 1st, 8th, 16th and 23rd.

9. The Carrier shall assume no additional expense in granting vacations in installments under this Agreement.

B. Subject to the provisions of this agreement, employees working at outside points where extra boards are not maintained shall be privileged to take their vacations in installments; provided, however, that where deadheading is involved, the following regulations will apply:

- 1. Deadhead payments under this split vacation arrangement shall be limited to one round trip and such payments shall be allocated as follows:

- (a) The first relief employe to deadhead to the outside point to protect the first installment of a vacation will be allowed deadhead pay to the outside point. Deadhead trips of other employes to the outside point to protect either the second, third, fourth or fifth installment of a vacation shall not be paid for.
  - (b) The last relief employe to return from an outside point after the last installment of a vacation has been taken will be allowed deadhead pay from the outside point to the point where the extra list is maintained.
  - (c) Intervening deadhead trips to and from the outside point which occur between the first and last installment under this split vacation arrangement shall not be paid for.
2. Deadhead movements under this vacation agreement shall not be paid for if they are otherwise not payable, such as deadhead movements occasioned by and coupled to mileage regulations.
- (a) Employes who have made written application to take their vacations in installments and have received permission to do so, will submit time return to the timekeeper for payment of that portion of their vacation allowance in proportion to the amount of the vacation taken.
  - (b) Employees at outside points who elect to take their vacations in installments shall advise crew dispatchers, timekeepers and others of the precise conditions for which such vacations are requested. Time allowances for deadhead trips will not be made until all supporting data has been furnished and checked.
- C. It is understood that this schedule of vacations on the official vacation schedule establishes no guarantee that any employe shall be released for vacation at the time scheduled. It is recognized that the exigencies of the service create practical difficulties in providing vacations to all employes. The right of the Company to withhold employes from scheduled vacations is recognized and, where that is done, the employe will be allowed pay in lieu thereof, as provided for in Section 1 of the National Vacation Agreement effective July 1, 1949, as amended.

D. In return for the Carrier granting the splitting of vacations, the following condition will apply:

1. (a) An employee working under this Agreement will be automatically marked-up on his assignment at 12:01 A.M. on the day after the employee's excused absence expires, except as provided in (b) below. For example, an employee's vacation begins on December 1 for 7 days, at 12:01 A.M. on December 8 the employee will be marked up on his regular assignment.

(b) Employees shall be permitted to extend their unavailability for up to forty-eight (48) hours from 12:01 A.M. on the day after the employee's vacation expires. It will be the employee's responsibility to notify CMS of their extension no later than the automatic mark up time.

NOTE: An employee may take less than forty-eight (48) hours. For example: an employee calls CMS prior to the automatic mark up and advises that he/she will be pushing back their mark up from 12:01 A.M. Monday until 12 Noon on Tuesday.

2. If an employee finds it will be impossible to return to service after being automatically marked up, the employee must contact CMS with a valid excuse in an effort to get permission to extend the absence for a specific length of time. If an extension is granted, the employee will again be automatically marked up at the conclusion of the extension.

3. Employees who are not available for their regular assignment including the extra board after being automatically marked up and have no valid excuse may be subject to discipline in accordance with the applicable discipline rules.

4. Nothing in this Agreement prohibits an employee from requesting additional time off in connection with their vacation and CMS granting the request if manpower and operational needs permit.

E. The practice of allowing UTU-E Local Chairmen to "float" their vacations rather than assigning them specific dates will continue.

F. Any Agreements, Rules or Understandings (Road or Yard) which conflict with this Agreement are superseded by this Agreement.


G. This Agreement including any side letters shall become effective January 1, 1993, and shall terminate thirty (30) days after written notice is served by either party on the other.

Signed at Omaha, Nebraska, this 11 day of November, 1992.

FOR THE ORGANIZATION:

  
A. MARTIN  
General Chairman

FOR THE CARRIER:

  
W. S. HINCKLEY  
Director Labor Relations

**MEMORANDUM OF AGREEMENT**

**#2201070393**

(2210-1)

**Between**

**UNION PACIFIC RAILROAD COMPANY**

**and**

**UNITED TRANSPORTATION UNION - E  
(For The Territory Eastern District)**

\*\*\*\*\*

**VACATION AGREEMENT ADMINISTRATION MODIFICATIONS  
Firemen & Hostlers**

\*\*\*\*\*

Union Pacific Railroad Company (hereinafter "UP," "Company" or "Carrier" and the United Transportation Union (hereinafter "UTU" or "Organization") acknowledge that, because of the various rail mergers and consolidations, different practices and applications of some agreement provisions have evolved. Consequently, the parties recognize there is a benefit to both UP and its employees to have a more uniform and standardized method for applying certain agreement provisions. This agreement is thus a part of an effort to standardize the handling of certain agreement provisions.

UP and UTU jointly desire to modify, streamline and standardize agreement provisions governing the qualification for, and scheduling of, firemen/hostlers vacation benefits. Accordingly, **IT IS AGREED:**

**ARTICLE I. CROSS-CRAFT QUALIFICATION**

- A. Effective January 1, 2003, Article III, Section 1, Paragraphs (a), (b), (c), (d) and (e) of the January 27, 1972 UTU National Agreement, as amended, will be modified and applied as follows:

Previous years of service in a non-operating agreement covered craft with Union Pacific will be considered in determining the number of vacation week(s) a former non-operating craft employee will qualify if he/she is employed in firemen/hostler service.

Example: A non-operating agreement covered employee with seven (7) years of prior service on Union Pacific is employed in fireman/hostler service. That employee has qualified for vacations under his/her non-operating vacation agreement all of the preceding seven (7) years. He/she will be considered as having met the minimum qualifying and accumulation requirements necessary in qualifying for vacation weeks as a fireman/hostler for all seven (7) years. If a non-operating agreement covered employee qualified for vacation under the non-operating vacation agreement only five (5) of those seven (7) years, only the five (5) years he/she qualified for vacation would be considered in determining number of weeks vacation he/she would be entitled as a fireman/hostler. Thereafter, qualifying criteria would be governed/accumulated under the operating vacation agreement.

- B. Non-operating craft employees will not be permitted to duplicate or pyramid vacation weeks upon transferring to fireman/hostler service. In the calendar year a transfer to fireman/hostler service occurs, non-operating employees may be required to observe all of their vacation from a non-operating craft before transferring, time and service requirements permitting. Unused vacation from a non-operating craft that cannot be observed prior to transferring to fireman/hostler service may, at the Carrier's discretion, be scheduled or paid in lieu thereof.
- C. Employees not yet qualifying for vacation in the following year in the pre-transfer craft or position will be entitled to combine the prior non-operating service with fireman/hostler service for qualifying purposes in the calendar year of the transfer. In effect, the service in the pre-transfer craft or position will be treated as fireman/hostler service for qualifying purposes.

## **ARTICLE II. VACATION SPLITS**

Commencing January 1, 2003 – i.e., for vacation benefits for calendar year 2003 – employees may request the maximum number of splits to allow for a weekly scheduling of their allotted vacation weeks. Such splits shall not be in less than one-week increments. (Example: a maximum of four splits will be allowed for an employee qualifying for five (5) weeks of vacation.)

## **ARTICLE III. SINGLE DAY VACATION ALLOTMENT**

- A. Commencing January 1, 2003, employees having less than three (3) weeks of single day vacations may designate up to three (3) weeks of their allotted number of vacation weeks to be utilized as single vacation day(s).



**NOTE:** Employees already entitled to more than three weeks of single day vacations, if any, will retain their present entitlement.

- B. All single vacation days will be scheduled. If they are scheduled in a one-week block (or two or three-week block), employees can use single days from that block prior to the scheduled time by rescheduling the day (or days) with CMS. Any unused portion of the single days must be taken at the scheduled time.
- C.
  - 1. A week of single day's vacation for employees holding regular yard and hostling service assignments and extra boards protecting yard and hostling service exclusively shall consist of five (5) days.
  - 2. A week of single day's vacation for employees holding positions in road service shall consist of seven (7) days.

#### **ARTICLE IV. VACATION GROUP**

- A. The scheduling of an employee's vacation for the upcoming or current year shall be based on the location and class(es) of service where he/she was assigned for a preponderance of the time during the six (6)-month qualification measurement period. The qualification measurement period shall be April 1 through September 30.

**NOTE:** This does not affect arrangements under which craft (i.e., engineer, hostler, train service) is determined for vacation scheduling purposes.

- B. The provisions of this Article IV shall not serve to alter existing practices or Agreement provisions governing vacation groupings and other matters regarding the scheduling of vacation.

#### **ARTICLE V. GENERAL AND SAVINGS CLAUSES**

- A. The increasing of vacation opportunities and flexibility as set forth herein shall not cause Carrier to incur any additional employee protection expense or guarantee payments as a result thereof.
- B. In the event the provisions of this Agreement conflict with a provision of any other agreement, understanding or practice, the provisions set forth herein shall prevail and apply.
- C. Existing rules and practices regarding the handling of vacations not specifically amended by this Agreement, including, but not limited to,

scheduling of vacations, scheduling of single days vacation, and handling of vacation splits and/or single day vacations, shall continue in effect without change.


- D. This Agreement is made without prejudice to the position of either party and will not be referred to in connection with any other agreement (local or national and shall remain in effect subject to revision pursuant to the provisions of the Railway Labor Act.


SIGNED THIS 28 th DAY OF March, 2008 IN OMAHA, NEBRASKA

FOR THE UNITED  
TRANSPORATION UNION

  
D.L. Hazlett  
General Chairman

FOR THE UNION PACIFIC  
RAILROAD COMPANY

  
F.A. Tamisiea  
Director - Labor Relations

  
A.T. Olin  
General Director - Labor Relations

Side Letter No. 1  
MOA #2201070393  
UTU-E (Eastern District)

Mr. D.L. Hazlett  
General Chairman - UTU  
5990 South West 28, Ste F.  
Topeka, Ks. 66614-4181

Dear Sir:

This will confirm our discussion concerning the intent of Article V, Section A of the Vacation Administration Modification Agreement reading:

"The increasing of vacation opportunities and flexibility as set forth herein shall not cause Carrier to incur any additional employee protection expense or guarantee payments as a result thereof."

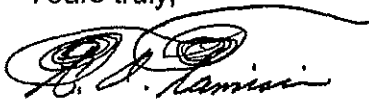
The purpose of this section is to keep the Vacation Administration Modification Agreement cost neutral with respect to protection and administration costs. However, the application of this section is intended to be without prejudice to the positions of either party with respect to existing Labor Protection or Timekeeping administrative practices, i.e., manner in which the Protection Administration Group or Timekeeping applies offsets to guarantee which the Organization does not concur. Such disputes will be resolved through the normal grievance process with this agreement having no impact on the position of the parties.

If this correctly reflects your understanding of the intent of this agreement please sign below in the space provided.

Agreed:

  
D.L. Hazlett  
General Chairman - UTU

Yours truly,

  
F.A. Tamisiea  
Director - Labor Relations

Side Letter No. 2  
MOA #2201070393  
UTU-E (Eastern District)

Mr. D.L. Hazlett  
General Chairman - UTU  
5990 South West 28, Ste F.  
Topeka, Ks. 66614-4181

Dear Sir:

This will confirm our discussion concerning the intent of Articles II and III of the Vacation Administration Modification Agreement.

The parties are in agreement single day vacation allotments and/or weekly splits scheduled, assigned and/or granted pursuant to the Vacation Modification Agreement does not extend additional vacation time or deprive any employee of vacation earned as provided by the National Vacation Agreements.


For example, an employee qualifying for only two weeks of vacation in a calendar year may designate only two weeks to be utilized as single days. Article III, Item A does not grant additional weeks or single days beyond that provided by the National Vacation Agreement.

If this correctly reflects your understanding of the intent of this agreement please sign below in the space provided.

Agreed:

  
D.L. Hazlett  
General Chairman - UTU

Yours truly,

  
F.A. Tamisiea  
Director - Labor Relations