

**MEMORANDUM OF AGREEMENT**

**Between**

**UNION PACIFIC RAILROAD COMPANY**

**And**

**UNITED TRANSPORTATION UNION**

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**UPRR SYSTEM AGREEMENTS  
VACATION ADMINISTRATION MODIFICATIONS**

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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 uniform and standard method for applying certain agreement provisions. This agreement is part of the effort to provide for a uniform and standardized system-wide process for handling certain agreement provisions.

UP and UTU jointly desire to modify and streamline existing agreement provisions governing the qualification for and scheduling of 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 applied as follows:

“In the application of Article III, Section 1 (a), (b), (c), (d) and (e), of the January 27, 1972 UTU National Agreement, previous qualifying years accumulated and qualifying requirement for years accumulated by UP employees while they were working in other agreement covered crafts with UP will be used in determining the number of vacation week(s) employees in train service are entitled.”

B. Employees qualifying for a vacation in another craft before transferring into train service will not receive a vacation in train service under this clause in the year in which the transfer is made. Such employees will be expected to use their vacation from their prior craft.

C. Employees not qualifying for a vacation in the pre-transfer craft or position will be entitled to combine the prior service with train service for qualifying purposes. In effect the service in the pre-transfer craft or position will be treated as train service for qualifying purposes.

**ARTICLE II. VACATION SPLITS**

Commencing with January 1, 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: maximum of four splits for an employee qualifying for five (5) vacation weeks).

Note: Existing rules and practices regarding vacations not specifically amended by this Article, including (but not limited to) scheduling of vacations, scheduling of weeks of single days vacation, shall continue in effect without change.

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

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

Note 1: Existing rules and practices regarding vacations not specifically amended by this Article, including (but not limited to) scheduling of vacations, scheduling of weeks of single days vacation, shall continue in effect without change.

Note 2: Employees already entitled to more than three weeks of single day vacations 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 by the end of the scheduled time.

C. 1) A week of single days vacation for employees on regular yard assignments shall consist of five (5) days.

2) A week of vacation for employees in road service and for all extra boards 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, 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 Article IV shall not serve to alter existing practices or Agreement provisions governing the vacation groupings.

#### **ARTICLE V. OPTION FOR SWITCHMEN**

- A. UP West switchmen have single-day vacations in accordance with Article VII, Section A of the November 16, 1993 Agreement as modified by Article V of PEB 219 which specifies an entitlement to one 7-day week of single-day vacations (regular assigned switchmen observe 5 work days and 2 rest days each, paid at one-seventh of the weekly vacation rate).
- B. UP West switchmen will continue to have 7 single-day vacations in accordance with the November 16, 1993 Agreement as modified by PEB 219.
- C. UP West switchman may opt on a hub by hub basis to discontinue their present single-day agreement and in place of that elect to be

covered by the provisions of this “Vacation Administration Modification” agreement.

**ARTICLE VI. GENERAL AND SAVINGS CLAUSES**

- A. The increasing of vacation opportunities and flexibility as outlined herein shall not cause the carrier to incur any additional employee protection expense or guarantee payments as a result thereof.
  
- B. In the event this Agreement conflicts with the provisions of any other agreement, understanding, or practice; the provisions set forth herein shall prevail and apply.
  
- C. After implementation this agreement will remain in effect for 1 year following which there will be a thirty (30) day window during which the agreement can be cancelled by either party serving a written notice of cancellation upon the other. If not then cancelled the agreement will remain in effect subject to revision pursuant to the provisions of the Railway Labor Act.

UNITED TRANSPORTATION UNION

UNION PACIFIC RAILROAD

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General Chairman

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General Director – Labor Relations