

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and

UNITED TRANSPORTATION UNION (C&T)

SPLIT VACATION AGREEMENT - Fourth District - Road

To provide for an alternate method of scheduling vacation entitlements for Conductors, Trainmen and Yardmen on a road district/yard basis,

IT IS AGREED THAT:

- A. Conductors, Trainmen and Yardmen 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. Conductors, Trainmen and Yardmen who are qualified for two weeks' vacation may take their vacation in two installments of one week each.
 2. Conductors, Trainmen and Yardmen 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. Conductors, Trainmen and Yardmen 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. Conductors, Trainmen and Yardmen 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 yard service 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 employe'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 employe will inform the Carrier which assigned week(s) is/are to be split. 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 employe 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 employe uses a one (1) day vacation while in yard 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 employe will observe the balance of vacation days commencing with the first day of the scheduled vacation week that was split.

6. January 1 shall be considered the anniversary date for an employe whose anniversary falls during the calendar year in which vacation is taken. If an employe 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 employe's vacation may be advanced or deferred into open slots subject to manpower and operational requirements. In the event several employes wish to advance or defer their vacations to the same period, seniority will prevail.
- (b) Employes 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 employe will specify which installment is to be moved.

EXAMPLE: An employe 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 employe 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) Yard service employes 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, employes 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) Employes 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 employe working under this Agreement will be automatically marked-up on his assignment at 12:01 A.M. on the day after the employe's excused absence expires, except as provided in (b) below. For example, an employe's vacation begins on December 1 for 7 days, at 12:01 A.M. on December 8 the employe will be marked up on his regular assignment.
- (b) Employes shall be permitted to extend their unavailability for up to forty-eight (48) hours from 12:01 A.M. on the day after the employe's vacation expires. It will be the employe's responsibility to notify CMS of their extension no later than the automatic mark up time.

NOTE: An employe may take less than forty-eight (48) hours. For example: an employe 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 employe finds it will be impossible to return to service after being automatically marked up, the employe 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 employe will again be automatically marked up at the conclusion of the extension.
3. Employes 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 employe 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 Local Chairmen to "float" their vacations rather than assigning them specific dates will continue.

F. It is understood and agreed that the following Items from Appendix "B" of the May 1, 1983 Agreement between the parties remain in full force and effect:

1. Item - P1
2. Item - P2
3. Item - P3
4. Item - P7
5. Item - P11
6. Item - P12

G. It is understood and agreed that in the application of this Agreement the following Items from Appendix "B" of the May 1, 1983 Agreement between the parties are no longer in force:

1. Item - P4
2. Item - P5
3. Item - P6
4. Item - P8
5. Item - P9
6. Item - P10
7. Item - P13

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

I. This Agreement is a separate Agreement for each prior rights road seniority district or yard, and the parties must agree to a separate letter of implementation for each individual area.


J. This Agreement including the side letters shall become effective January 1, 1992 and shall terminate thirty (30) days after written notice is served by either party on the other.

Signed at Omaha, Nebraska, this 14th day of JANUARY, 1992.

FOR THE ORGANIZATION:

FOR THE CARRIER:


G. A. EICKMANN
General Chairman


W. S. HINCKLEY
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179



Side Letter #1

2210.60-1
140.80-10

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

The parties met in conference to review rules that provide for various lay-off privileges including vacation, personal leave and personal business layoffs. The parties recognize that there should be an opportunity for all employes to avail themselves of these privileges as governed by agreement rules, manpower needs, and the requirements of service.

The parties have agreed to handle each of the three items as follows:

(1) Enter into a new vacation scheduling agreement that provides for the splitting of vacations and advancing and deferring within certain guidelines.

(2) Amend the Personal Leave Article of the Crew Consist Agreement to provide for employes to use personal leave on a more flexible basis (not tied to trains). This agreement also provides for the use of paid personal leave days prior to non-paid leave.

(3) Develop a system that provides for specific guidelines to govern layoffs of employes who might abuse the system to the detriment of other employes.

Yours truly,

W. S. Hinckley 1/14/92

W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGREED:

G. A. Eickmann
General Chairman, UTU

AGT017.WSH
12/23/91



Side Letter #2

2210.60-1
140.80-1

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

This refers to our discussions concerning a Vacation Agreement covering the splitting of vacations. The Vacation Agreement provides for separate implementing agreements between the Carrier and the separate road seniority districts or yards which could result in an employe moving from one seniority district to another and one vacation agreement to another.

In an effort to provide stability to those employes who schedule vacation and recognizing that some employes could move between separate vacation agreements in a calendar year, it is agreed to allow an employe to take the vacation originally scheduled and not reassign it upon movement from one seniority district or yard to another.

Yours truly,

W. S. Hinckley 1/14/92
W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGREED:

G. A. Eickmann
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter #3

2210.60-1
140.80-10

MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

Due to amendments in Crew Consist provisions, certain provisions of Article X, Personal Leave, of the June 29, 1984, Crew Consist Agreement are not applicable. It is therefor agreed that the following shall apply:

(1) Personal leave days shall not be tied to train departure times.

(2) Personal leave days shall begin at 12:01 A.M. for the day requested.

Example 1: An extra board employe requests on Monday a personal leave day for Tuesday. The leave shall start at 12:01 A.M. on Tuesday and the employe, when marking up for service, shall be marked up at the foot of the Board.

Example 2: A pool freight employe requests on Monday a personal leave day for Tuesday. The leave shall start at 12:01 A.M. on Tuesday. If the turn has not been called when he marks up, he shall be marked up in his proper turn. If the turn was called, he must wait until his turn has returned prior to being marked up except in case of emergency.

Example 3: A pool freight employe requests on Monday two personal leave days for Monday and Tuesday. They begin at 12:01 A.M. on Monday.

Mr. G. A. Eickmann
Side Letter #3
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(3) Paid personal leave days must be taken prior to non-paid absences.

Example 1: An employe has 11 days personal leave. He takes one day on Monday but does not mark up until Wednesday. The employe will be credited as taking two personal leave days (Monday and Tuesday) and will have 9 remaining.

Example 2: An employe has 11 days personal leave and requests time off and it is granted. He stays off for three days. The three days will be charged to paid personal leave days.

Yours truly,

W. S. Hinckley 1/17/92
W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGREED:

G. A. Eickmann
General Chairman, UTU