

Agreed Upon Implementation

Between

UNION PACIFIC RAILROAD COMPANY

And

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN

CNW

(Chicago Terminal Complex)

The Carrier and the General Chairman have jointly selected the Chicago Terminal Complex to implement the work/rest schedule established per the 2022 BLET National Agreement & PEB 250 Work Rules and the August 16, 2023 Agreed Upon Interpretation and Application of Articles V, VI, & VII.

A. Board Definition & Conditions

1. The work rest schedules for the GO003 XE72 (Global 1), NZ021 XE55 (Proviso), and ZA018 XE65 (Yard Center) extra boards will consist of six (6) available/working days followed by forty-eight (48) hours of rest (the equivalent of two days). The day will begin and end at 0759 hours. These boards will continue to protect service primarily protected under existing agreements, and will continue to be subject to call for use on another extra board when the primary board is exhausted per Q5/A5 of the 1996 BLET CNW Merger Implementing Agreement.
2. The Carrier will have sole responsibility for regulation.
3. 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).
4. The 2005 BLET System Agreement regarding Automatic Mark-Up will not apply to engineers assigned to an 6/2 schedule board established pursuant to this Agreement, 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.

5. An engineer is subject for call in any class of service protected by their extra board during their 6-day work cycle.
6. An engineer will not be required to perform any service, including company business, while observing their rest cycle.
7. 6/2 work rest extra boards will operate on a first-in / first-out basis based on the engineer's tie-up time.

B. Work Groups

1. 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 48 hours of rest/off time.

2. The 6/2 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.
3. Engineers who are not tied up from working by 0759 at the start of their rest cycle will have their rest cycle adjusted to allow for the full forty-eight (48) 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 third shift yard assignment that ties up at 0830. Upon tie-up, Engineer Paul's rest will be adjusted to allow observance of the full 48 hours.

4. Adjustments to the 6/2 work rest board(s) will be made in accordance with Article II.D.3 of the August 16, 2023 Agreed Upon Interpretation and Application of Articles V, VI, & VII. 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 these 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.
5. Employees may bid on other work groups within the same work rest board in accordance with the Standing Bid System provisions in Article II of the Agreed Upon Interpretation and Application of Articles V, VI, & VII. 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.
6. 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.
7. Implementation of this work rest schedule does not override compliance with RSIA requirements.

C. Guarantee Pay Provisions

1. The work rest boards established pursuant to this Agreement 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 11 or 12-day half.
2. Engineers will not receive guarantee pay while observing their 48-hour "rest cycle" rest period (or any portion thereof).

NOTE: In the event an engineer is placed in FR status, it is agreed that any time in FR status will be treated the same as the “rest cycle” (i.e. engineers will not receive guarantee while observing FR, however, it will not be considered as unavailable time towards forfeiture).

EXAMPLE 1: Engineer Paul is available and/or works 12 days during the first half of March. Engineer Paul also observes one 48-hour off cycle period and one day (24 hours) of another rest cycle period the same pay half. Engineer Paul will be paid 12 days at the daily guaranteed rate.

EXAMPLE 2: Engineer Paul is available and/or works 11 days during the first half of March. Engineer Paul also observes two 48-hour off cycle periods the same pay half. Engineer Paul will be paid 11 days at the daily guaranteed rate.

3. When assigned to a 6/2 schedule board, taxable earnings from all sources will be used to offset the guarantee according to the local agreements or practice in place. An engineer will be compensated at the current rate for the class of service called/performed during their tour of duty.
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, 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), and

takes another PL day on Monday. 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), Engineer Smith is not called to work on Monday and observes another PL day on Tuesday. Engineer Smith's rest cycle will not be used to offset guarantee; however, the Friday and Tuesday 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.

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 seventy-two (72) hours.

NOTE: Vacation must be used within the current year, engineers cannot use the 72-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 Agreement.

E. Miscellaneous Provisions

1. It is agreed that unless specifically modified herein all other relevant provisions of the August 16, 2023 Agreed Upon Interpretation and Application of Articles V, VI, & VII will apply to the 6/2 work rest boards established herein.

Implementation Plan- CTC

Based upon our discussions, all assignments on the boards herein within the CTC shall be open for bid, and all engineers will be required to place their bids for the assignment they wish to work. The bid process will be implemented in the following manner:

- By 3/26/2024, CMS will provide the Organization with the number of positions that will be assigned, including the number of positions in each work group.
- On 4/2/2024, the Organization will provide the Carrier with the list of senior bidders to each position.
- On 4/9/2024, all positions will be assigned.
- The Organization will handle all notifications during the implementation process.
- Any movement of vacation during this implementation period will be communicated to CMS by the Local Chairman the week prior to 4/9/2024.
- In order to facilitate the transition, the blueprint board order, trade turns, old heads and self-service seniority moves will be suspended on 4/2/2024 for all of the existing boards listed above.
- Employees on-duty who upon implementation would be observing rest days will not be entitled to any trespass time or extension of rest days.

The Local Chairmen that represents the Chicago Terminal Complex will be allowed off two (2) days to handle implementation process and two (2) days to gather bids/assign jobs. The Local Chairmen will need to coordinate the time off with CMS.

In the event that technical or service issues are identified that will delay the implementation dates listed above, the Director of Labor Relations will make notification to the General Chairman to make adjustments to the implementation dates as needed.

Any other issues that arise regarding the implementation will be discussed immediately between the General Chairman and the Director of Labor Relations so they can be handled in an expeditious manner.

For the Carrier:

Beth Wilderman, Director Labor Relations

For the Organization:

R.E. Crow, General Chairman BLET

Date