

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

VACATION SCHEDULES

Section 6 of the National Vacation Agreement effective July 1, 1949, reads in part as follows:

"Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit."

In applying the above-quoted provision of agreement in a manner which will permit of orderly procedures in scheduling and granting vacations, it is agreed:

1. Superintendents will determine as soon as consistent the employees who are qualified for vacations of 7, 14, 21 or 28 days in accordance with the agreements effective January 1, 1965.
2. The classification of employees, that is, whether they are engineers or firemen, for the purpose of selecting vacation periods of 7, 14, 21 or 28 days, will be determined by the grade of service to which they are regularly assigned on November 15 prior to their vacation year.
3. List of engineers eligible for vacation will be prepared in seniority order for each seniority district, and copy furnished the local chairman of the Brotherhood of Locomotive Engineers. Similar lists of firemen and hostlers eligible for vacation will be furnished the local chairman of the Brotherhood of Locomotive Firemen and Enginemen.
4. Local officers and local chairmen will determine to the best of their ability the number of engineers, firemen and hostlers on each seniority district who can be granted vacations throughout the year consistent with requirements of the service.

5. Engineers, firemen and hostlers will be given opportunity to select vacation periods in seniority order in each seniority district.
6. Vacations as selected in accordance with the above will be shown on the vacation schedule separately for engineers, firemen, and hostlers for each seniority roster and copy furnished the respective local chairmen. Dates selected will not be subject to change thereafter except that if it is found there is a surplus of men in any seniority district, employees desiring vacation at that time may be relieved on request of the individual and approval of the officer in charge, giving preference to senior men, and assigned vacation period cancelled.
7. If conditions will not permit the granting of vacation as scheduled, payment will be made in lieu thereof in conformity with the Vacation Agreement.
8. In cases where employee fails to select vacation period he will be assigned vacation period by local chairman and representative of the management.
9. Vacation periods will begin at 12:01 a.m., on the 1st, 8th, 16th and 23rd day of each month of the year. When the employee receives compensation chargeable to the day his vacation is scheduled to begin, his vacation will begin at 12:01 a.m., on the following day. Employees will be granted their vacation allowance in the payroll period in which the vacation occurs.

This Section will be applied as follows:

Example 1: An employee is scheduled to begin his vacation on August 1st. On July 31st he is called at the far terminal at 10:00 p.m., and arrives at the home terminal at 3:00 a.m., on August 1st. The employee will be considered as having begun his vacation at 12:01 a.m., August 1st.

Example 2: An employee is scheduled to begin his vacation on August 1st. On August 1st he is called at the far terminal at 12:10 a.m., and arrives at the home terminal at 5:10 a.m., on August 1st. The employee will be considered on vacation at 12:01 a.m., August 2nd.

Example 3: A yard employee is scheduled to begin his vacation on August 1st. On July 31st he goes on duty at 11:50 p.m., and goes off duty at 7:59 a.m., on August 1st. The employee will be considered as having begun his vacation at 12:01 a.m., August 1st.

Example 4: A yard employee is scheduled to begin his vacation on August 1st. On July 31st he goes on duty at 3:59 p.m., and works a yard shift plus one hour overtime, going off duty at 12:59 a.m., on August 1st. The employee will be considered as having begun his vacation at 12:01 a.m., August 1st.

10. This agreement is subordinate to any interpretations of the National Vacation Agreement by the committee provided for in Section 10 of the National Agreement dated April 29, 1949 and effective July 1, 1949, and shall terminate thirty days after written notice served by either party upon the other.

11. The agreements dated November 29, 1949 and September 15, 1954 with the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen and the agreement with the four Operating Organizations dated June 28, 1963, are hereby superseded and cancelled.

FOR THE EMPLOYEES:

/s/ F. D. SAMPIER
General Chairman, BofLE

/s/ R. J. GREEN
General Chairman, BofLF&E

FOR UNION PACIFIC
RAILROAD COMPANY:

/s/ N. T. DeLONG
Assistant to Vice President
Labor Relations

Omaha, Nebraska December 30, 1964

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

A. Advancing and Deferring Vacation Periods

After official vacation schedules have been prepared in accordance with Agreement dated December 30, 1964, engineers qualified to receive one, two, three or four weeks vacation under the Agreement effective January 1, 1965 who are working at points where extra boards are maintained may advance or defer vacation periods subject to the following:

1. Engineers may advance their vacation periods to commence on a day specified in Paragraph 9 of the Agreement dated December 30, 1964, as revised by Agreement dated October 7, 1965.

2. An engineer regularly assigned at Omaha, Kansas City and Evanston to a five-day work week assignment may advance his vacation period to commence on a day specified in Paragraph 9 of the Agreement dated December 30, 1964, as revised by Agreement dated October 7, 1965 or defer his vacation period to commence on the day following his designated days off.

3. Yard engineers regularly assigned at Omaha, Kansas City and Evanston to five-day work week assignments who desire to advance or defer, vacation periods under the provisions of this Agreement must file application with the crew dispatcher or other designated representative of the Company at the completion of work on the shift preceding the employee's designated "days off" and/or the date vacation is scheduled to commence.

4. Vacation periods advanced or deferred under Paragraphs 1 and 2 hereof must be for not less than the following number of consecutive days:

One week	seven (7) days
Two weeks	fourteen (14) days
Three weeks	twenty-one (21) days
Four weeks	twenty-eight (28) days

5. An engineer who elects to advance or defer vacation periods or portions thereof must make written application to the engine dispatcher or other designated representative of the Company and receive approval from such representative to advance or defer his vacation periods.

6. When the complete vacation period for any engineer has been advanced as herein provided, the vacation period of another engineer may be deferred to the period in

which the advanced engineer was scheduled to take his vacation, provided notification of such deferment is submitted by the engineer to the engine dispatcher or other designated representative of the Company at least five days in advance of the date such employee is scheduled for his vacation on the official vacation schedule. Only one such deferment will be granted when a vacation period is advanced.

7. Vacation periods will not be deferred where the vacation cannot be completed during the calendar year.

B. Splitting Vacations

1. Engineers who are qualified for a vacation of two, three or four weeks with pay under the provisions of the Vacation Agreement of April 29, 1949, as amended by the Vacation Agreements of December 16, 1953 and November 20, 1964, will, upon written request to the officer in charge, and subject to his approval and the availability of extra employees to provide relief, be permitted to take their vacations in installments as follows:

a.) Engineers who are qualified for a two weeks' vacation may take their vacation in two installments of one week each.

b.) Engineers who are qualified for a three weeks' vacation may take their vacation in two installments of one week and two weeks or vice versa, or in three week installments of one week each.

c.) Engineers who are qualified for a four week vacation may take their vacation in four installments of one week each or combinations of one week, two weeks and/or three week installments not to exceed a total of four weeks vacation, and provided extra engineers are available for relief.

d.) Vacations taken in installments in accordance with subsections (a), (b) or (c) of this Section B must be taken in advance of the individual employee's scheduled vacation period as established by the provisions of the December 30 Agreement.

e.) Vacation periods may not be deferred, except as provided in Section A.

f.) When a portion of the employee's vacation has been taken in installments under Paragraphs (a), (b), (c) and (d) of this Section and when portions of an employee's vacation have been advanced in accordance with Section A of this Agreement, all remaining portions of the employee's vacation must be commenced on the first date set in the original vacation schedule, except as provided in subsection 2(a) of this section.

2.

a.) Employees who, because of preference seniority, have been scheduled and assigned a vacation period on the official vacation schedule for the last four weeks in December and who advance only a portion of their vacation (one, two or three weeks as the case may be) under the terms of Sections A and B of this Agreement, will commence and complete the remaining portion of their scheduled vacation in the month of December. The final or last two or three weeks of December, as may be the case, will be reserved to such seniority employees. This exception for taking the remaining portion of a scheduled vacation shall not apply to any other employees nor to any other vacation period in the calendar year.

b.) The Company shall assume no additional expense in granting vacations in installments under this Agreement.

c.) Subject to the provisions of subsections 1(a) and 2(b) of Section B 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 shall 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.) Except as provided in subsection 2 of this Section (c), the first relief employee 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 employees to an outside point to protect either the second, third or fourth installment of a vacation shall not be paid for.

b.) The last relief employee 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 outside points 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.) Employees 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 engine 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.) An employee who has been absent from service account sickness or for personal reasons not less than seven (7), fourteen (14), twenty-one (21), and/or twenty-eight (28) days and who desires to allocate such absences against any vacation periods due must, at the time he returns to service, notify the engine dispatcher or other designated representative of the Carrier that such absences from service are to be charged against vacation periods as may be due.

C. Not a Guarantee

It is understood that the schedule of vacations on the official vacation schedule establishes no guarantee that any employee shall be released for vacation at time scheduled. It is recognized that the exigencies of the service create practical difficulties in providing vacations to all employees. The right of the Company to withhold employees from scheduled vacations is recognized and, where that is done, the employee will be allowed pay in lieu thereof, as provided in Section 1 of the National Vacation Agreement effective July 1, 1949, as amended by Article 5 of the Agreement dated December 16, 1953.

D. Effective Date

This Agreement shall be effective January 1, 1966, and thereafter until terminated, subject to the condition that it shall terminate thirty (30) days after written notice is served by either party upon the other, and supersedes and cancels Agreement dated February 4, 1965, "Two, Three and Four Week Vacations-Divided Into Two Periods"; Agreement dated November 1, 1957, and any other agreement or provision thereof that is in conflict herewith.

Dated at Omaha, Nebraska this 31st day of December, 1965.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

/s/ E. G. BECKER
General Chairman

UNION PACIFIC
RAILROAD COMPANY:

/s/ N. T. DeLONG
Asst. to Vice President, Labor Relations

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ENGINEERS REPORTING PRIOR TO EXPIRATION OF VACATION

RECITALS:

The Brotherhood of Locomotive Engineers requested an agreement to permit vacationing engineers to indicate, prior to the expiration of their vacation period, the date on which they will return; which, in turn, would permit release of engineers filling such vacation vacancies to return to their regular positions with a minimum loss of time.

THEREFORE, it is agreed:

Section 1. A regularly assigned engineer may report or service any time prior to the expiration of his vacation, but will not be eligible for service until 12:01 AM following the last day of his scheduled vacation.

Section 2. In the event an engineer holding a regular position in assigned or unassigned service is filling a vacation vacancy, he will be permitted to return to his regular position on the day prior to the expiration of the scheduled vacation when the assigned engineer has indicated his intent to return as provided in Section 1.

Section 3. EXAMPLE: Engineer "A" holding a regular assignment in passenger service, takes his vacation May 1-28, inclusive, Engineer "B", holding a regular assignment in pool freight service, takes Engineer "A" 's vacancy. Engineer "A" reports for work the morning of May 28, but cannot go out on his regular passenger assignment until after 12:01 AM, May 29.

Engineer "B" will be advised as soon as consistent that Engineer "A" has okayed for service; and Engineer "B" will be permitted to return to his regular assignment in pool freight service on May 28.

This same procedure would be followed if Engineer "B" was assigned to any other service.

Section 4. It is understood the Company will incur no a additional expense and will not be penalized in any way in the application of this agreement

Section 5. This agreement shall become effective October 1, 1967 and continue in force thereafter, except that it may be canceled by serving of ten (10) days written notice by either party upon the other.

FOR THE EMPLOYEES:

/s/ E. G. BECKER
General Chairman, BofLE

FOR UNION PACIFIC
RAILROAD COMPANY:

/s/ J. H. KENNY
Asst. to Vice President, Labor Relations.

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Advancing and Deferring Vacation Periods

Effective immediately the agreement of December 31, 1965 entitled, "Advancing and Deferring Vacation Periods", is modified to incorporate the following provisions

1. All or any portion of an employee's vacation may be advanced or deferred 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.

2. When a portion of a vacation is advanced or deferred the employee will specify what date he will commence the vacation remaining during originally scheduled period.

EXAMPLE: An employee with two weeks vacation is scheduled for the period July 1-14. He wishes to advance one week of it to June 1-7. He must specify which week will remain as originally scheduled – the week July 1-7 or the week July 8-14.

3. It will no longer be necessary that an employee who has advanced or deferred his vacation be frozen to any portion of his originally scheduled vacation period.

4. An employee may make as many splits as he has weeks of vacation.

5. Gaps created by employees advancing or deferring vacations will be filled by the senior employee filing written application therefore.

6. Employees who desire to advance or defer all, or a portion of, their vacation period must make written application at least seven (7) days in advance of the desired change. This includes yard service employees adjusting their vacation periods to commence on the day following their designated days off.

All portions of the agreement of December 31, 1965 in conflict with the above are modified accordingly.

This agreement shall all be effective April 22, 1968, subject to the condition that it shall terminate 10 days after written notice is served by either of the parties upon the other.

FOR THE EMPLOYEES:

 /s/ E. G. BECKER
General Chairman, BofLE

FOR UNION PACIFIC
RAILROAD COMPANY:

 /s/ J. H. KENNY
Asst. to Vice President, Labor Relations.

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ADVANCING VACATION PERIODS – POOL FREIGHT SERVICE

IT IS AGREED:

Section 9 of the Vacation Agreement dated September 30, 1964, requiring vacation periods of engineers to commence the 1st, 8th, 16th, or 23rd day of a month is modified for employees in pool freight service by the following provisions:

1. After the official vacation schedules have been prepared an engineer may advance his assigned vacation period to commence one day prior to the scheduled date, subject to the provisions of this agreement.
2. Vacations must be taken at the home terminal and will commence at 12:01 AM on the date specified by the employee, provided no compensation is credited to the date selected.
3. Notice of intent to advance an assigned vacation period must be given to the crew dispatcher or other designated Company representative.
4. A vacation period advanced under the provisions of this agreement shall not extend or reduce the vacation period or otherwise affect the number of scheduled vacation days.
5. This agreement shall be effective May 1, 1971 and shall terminate thirty (30) days after written notice is served by either party on the other.

Date at Omaha, Nebraska this 21st day of April, 1971.

FOR THE EMPLOYEES:

 /s/ E. G. BECKER
General Chairman

FOR UNION PACIFIC
RAILROAD COMPANY:

 /s/ J. H. KENNY
Director of Labor Relations (ED)

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ADVANCING VACATION AND RETURNING FROM VACATION
POOL FREIGHT SERVICE

IT IS AGREED:

The supplement agreement dated April 21, 1971 entitled "Advancing Vacation Periods - Pool Freight Service" is canceled on the effective date of this agreement and the provisions herein shall apply in lieu thereof.

Section 9 of the Vacation Agreement dated December 30, 1964 requiring vacation periods of engineers to commence the 1st, 8th, 16th or 23rd day of month is modified for engineers in pool freight service by the following provisions:

1. After the official vacation schedules become effective an engineer may advance his assigned vacation period to commence on any day following completion of his final trip prior to the assigned starting date of his scheduled vacation, subject to the provisions of this agreement.

Example: An engineer whose vacation is scheduled for May 8 reports for his final trip at the far terminal on May 4 and ties up at the home terminal on May 5. Such engineer may advance his vacation period to commence on May 5, 6, or 7.

(Note: In this example the vacation may be advanced to May 5 inasmuch as the final trip commenced May 4 and no earnings would be credited to May 5.)

2. To avoid loss of a round trip an engineer may return to service on the final day of his vacation period when the turn to which he is assigned will be called at the home terminal on that date.

3. Vacations must be taken at the home terminal and will commence at 12:01 AM on the date specified by the engineer, provided no compensation is credited to the date selected.

4. Notice of intent to advance an assigned vacation period must be given to the crew dispatcher or other designated Company representative.

5. The number of scheduled days in a vacation period shall not be extended or reduced or otherwise affected when an engineer advances the vacation period or performs service on the final day of a vacation period under the provisions of this agreement.

6. This agreement shall be effective April 1, 1972 and shall terminate thirty (30) days after written notice is served by either party on the other.

Dated at Omaha, Nebraska this 22nd day of March; 1972.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. BECKER
General Chairman

FOR UNION PACIFIC
RAILROAD COMPANY:

/s/ J. H. KENNY
Director of Labor Relations

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations
Eastern District

J. H. Kenny
Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68102

P. A. Jordan
Asst. Director of Labor Relations

E-013-22-65-17
E-012-321-0

May 30, 1972

E. G. Becker, General Chairman
Brotherhood of Locomotive Engineers
Omaha, Nebraska

Dear Sir:

ADVANCING OR DEFERRING VACATION PERIODS
FIVE-DAY WORK WEEK YARD ENGINEERS

Section-9 of the December 30, 1964 Vacation Agreement requires engineers to commence their vacation periods on the 1st, 8th, 16th, or 23rd day of the month. Whenever five-day work-week assignments for engineers have been established, either by virtue of the July 18, 1957 Mediation Agreement for some assignments in a yard or by an agreement for all assignments in a yard, we have separately modified the 1964 Vacation Agreement to permit such five-day yard engineers to start their vacations on the first day of their work week immediately preceding or following one of the four mandatory starting dates.

To obviate the necessity of such a separate modifying agreement whenever some or all of the assignments in a yard are placed on a five-day workweek basis:

IT IS AGREED:

1. The provisions of Section 9 of the "Vacation Schedules" Agreement dated December 30, 1964 is modified for all engineers assigned to a five-day workweek basis.
2. Yard engineers regularly assigned to a five-day workweek assignment may commence their vacation on the first day of their workweek immediately preceding or following the 1st, 8th, 16th, or 23rd day of the month. Rest days within the employee's vacation period will be excluded.

3. This agreement shall be effective June 1, 1972 and will automatically terminate ten days after service or written notice by either party.

Yours truly,
 /s/ J. H. KENNY

ACCEPTED:
 /s/ E. G. BECKER
General Chairman, BLE