

Teamsters Hall  
01//11/21

January 2021

Open meeting without due form.

Motion to suspend reading of previous months minutes by Dwight Zahnow, 2<sup>nd</sup> Jeff Sichta 10-1 in favor.

**BLE 183 Report:**

RE51- 19 turns on

RE10: 14 turns on

**BLE 699 Report :**

7.64-12.69 9 turns on

**Extra Boards:**

Nx039 xe01-7

Nx001 xe01-15

Nz459 xe01-6

**Legislative Report:**

No report

L/C report

**New Members:**

none

**Financial Report:**

\$5945.97 and 79 members.

Motion to accept financial report by Jeff Sichta 2<sup>nd</sup> by Mike Waszgis Unanimous.11-0

**Unfinished Business:**

**Going to move forward with being able to trade vacation between members in seniority order. If more than one person wants a week that's available to trade it will go to the senior member.**

**Troy Bevington asks about annual vacation bidding being round robin. Dwight is going to run scenario to see how it changes. We will discuss further at next meeting.**

**Original PL day motion by Terry Munoz is amended to start Aug 1<sup>st</sup>. still looking into it.**

**First vote on changing Sadie agreement. 11=0 against**

**Make sure you are putting in claims for being denied compensated lay offs.**

## **New Business**

Time claims for being told to tie your power on another train are being paid. Train symbol, initials are needed. State “cut air in and performed securement” in your claim.

We don't change directions on the pool.

Dwight is going to ask about Covid-19 protocol with carrier

Jeff Mimmick makes motion to hold position on pool/extra board to get vaccine. Tabling motion until G/C talks to carrier.

New 11:00 am call with Harriman about crew balancing so far has been helpful.

Nebraska City and OPPD coal trains are gone.

Question on running long hood without cab signals if its not equipped. If one end is equipped and the other isn't, the equipped end must be forward. The FRA says the equipped end must be leading and is working on the issue with the carrier. If you are instructed to run backward turn the managers name in to local officer's to forward to FRA.

After company has been notified by FRA and continues to instruct you to operate this way it becomes a willful violation to officer who instructs you.

Greg Gorans was charged with an attendance violation for missing a call. L/C Brooner was able to handle it with the service unit.

## **Recently passed away:**

### **Sick and Injured:**

Kelly Nesmith

**Rob Kennedy**

**Justin Nickell**

Dana Carman Sr.

Motion to suspend reading the minutes Brian Mccoy 2<sup>nd</sup> Mike Waszgis unanimous

**Meeting adjourned at 11:00**

Teamsters Hall  
02/08/21

February 2021

Open meeting without due form.

Motion to suspend reading of previous months minutes by Jeff Sichta, 2<sup>nd</sup> Dave Winchester 9-0 in favor.

**BLE 183 Report:**

RE51- 21 turns on 20.57 avg

RE10: 15 turns on 14.81 avg

**BLE 699 Report :**

7.34-14.53 11 turns on

**Extra Boards:**

**Legislative Report:**

No report

L/C report

**New Members:**

none

**Financial Report:**

\$5809.66 and 79 members.

Motion to accept financial report by Jeff Sichta 2<sup>nd</sup> by Dwight Zahnow Unanimous.10-0

**Unfinished Business:**

**If you want to get Covid vaccine, call CMS to get put in PH status. You will hold your position on the board. This is a 24 hr status.**

**Still having 11:00 am conference call-main issue is getting the MCBNP recreated, still being on duty way too long.**

**Round robin vacation scenario was put out for membership to see. Improvement was made for the middle of the roster. Top of the roster will be impacted for top choices. This was just a test and results would probably change vacation choices knowing new process.**

**Sounds like progress is being made in changing pl days to Aug 1<sup>st</sup>. carrier would like all employees to be the same date. G/C and carrier meeting March 8<sup>th</sup>.**

## **New Business**

L/C is going to talk to Travelodge about driver Randy being unsafe

CMS changed Nick Snethen's start time after he took his call. L/C got it taken care of, be aware. Dwight is going to ask about Covid-19 protocol with carrier

Calling LCBCB to do yard work. Put in claim for rule 20. B per work/switching event.

Claims for arming another trains EOT are being paid

GM Andy Sanders has already quit. Huckabee is still Supt.

Terry is working on getting discipline for Blair crew thrown out.

Our 183 website will now be on the BLETED.org website under blet183.

January 11<sup>th</sup> carrier cancelled our make whole agreement effective February 10<sup>th</sup>. Happened Eastern District wide. Basically removes the set pay amount, doesn't change the rules for taking a make whole.

No news on national contract.

Wear your masks-the carrier will permanently dismiss you if push comes to shove.

Make sure you are getting a control # for not operating EMS, if you cant get one note it on your tie-up. Three coaching events leads to discipline.

Carrier is in the process of closing on of the Global facilities(Global 3 we think), that's why the long pool lineup has been showing ghost trains. Working on trying to get them to update the lineup more timely.

Talking about changing the locals closer to where they used to be, pay rates, job #'s etc.

If you turn your power for the mcbsx you are required to have a head end device and an eot reading. If you leave the terminal with a working eot you have to finish the trip that way.

Make sure you are checking the status of your units at the run through in North Platte. Mech Dept employees have been isolating units even if you do a trade out with inbound crew.

Golf tourney will be June 10<sup>th</sup>, same location.

## **Recently passed away:**

### **Sick and Injured:**

Kelly Nesmith

**Rob Kennedy**

**Justin Nickell**

Motion to suspend reading the minutes Mike Call 2<sup>nd</sup> Brian Mccoy 10-0 unanimous

**Meeting adjourned at 10:17**

Teamsters Hall  
03/08/21

March 2021

Open meeting without due form.

Motion to suspend reading of previous months minutes by Terry Brooner, 2<sup>nd</sup> Brian McCoy  
Unanimous. 9-0

**BLE 183 Report:**

RE51- 18 turns on 18.21 avg

RE10: 14 turns on 14.35 avg

**BLE 699 Report :**

7.85-14.85 11 turns on. Probably leave as is right now.

**Extra Boards:**

**Legislative Report:**

Start calling Senators to support two man crew legislation. Should've received forwarded email from L/C. Mainly Nebraska right now.

L/C report

**New Members:**

Applications from Tony Schnitker and Brian Wood. Motion to accept Tony by Terry Brooner 2<sup>nd</sup> by Corey Benisek 9-0 in favor. Motion to accept Brian by Terry Brooner 2<sup>nd</sup> by Terry Munoz 9-0 in favor. Brian will be in 699.

**Financial Report:**

\$567.63 and 80 members.

Motion to accept financial report by Terry Brooner 2<sup>nd</sup> by Dwight Zahnow Unanimous.9-0

**Unfinished Business:**

Closing our 183 website. We are moving to BLETED website. You'll have to go on that website and register and 1<sup>st</sup> Vice G/C McCoy will approve you. All local information including vacation will be on this site.

Vacation agreement is being currently negotiated. Used single weeks are being put up for bid for now, only solid weeks are being assigned. If you give up a single week it will be turned into a solid block and new weeks will not be turned into single weeks.

L/C Brooner had a conversation with Baymont Inn manager about driver Randy and was told it isn't the first complaint and it will be handled.

## **New Business**

New GM Erin Batt-former GM Sanders was removed for improper actions towards managers and employees.

3 attendance discipline cases settled with no back pay and back to work with 12 points

Derailment in Blair was handled with only one crew member disciplined, assigned a MAPS conference. Tracy Brown was trying to get involved and sabotage the whole process. New GM was adamant about bringing crew back to work.

I-9 paperwork-you'll be able to get rest after providing info ,call CMS. Nobody really knows what prompted all of this.

L/C Brooner and President Keefer sat in on a new MAPS class for MAPS discipline. All classes for now will be virtual. It was a demonstration of the new format for the class.

1<sup>st</sup> Vice Zahnow had a conversation with John Morgan about PTC. Any movement needs to have PTC activated if its equipped, no matter how short the distance.

CNW yard closing is only a rumor at this point.

January 11<sup>th</sup> carrier cancelled our make whole agreement effective February 10<sup>th</sup>. Happened Eastern District wide. Basically removes the set pay amount, doesn't change the rules for taking a make whole.

New safety manager wants to start up SHEOP or cross craft safety groups

New GM created COMMITT-wants to establish something called RE-COMMITT

Trying to set up a way to communicate with OPCC, the people who download tapes and read EMS. They can be dialed up by dialing 984.

Discussing having Zoom access for members who cant make monthly meetings when we go back to in person meeting.

Mask wearing on units can be enforced since the FRA emergency order requiring mask wearing.

Don't need to contact CMS to layoff PH for covid-19 vaccination-should be available on EAMS

All General Committees on UP sued the Carrier over attendance policy. Lost case at 7<sup>th</sup> circuit court, court deemed it was a minor dispute and needed to be handled through negotiations according to the Railway Labor Act.

## **Recently passed away:**

### **Sick and Injured:**

Kelly Nesmith

**Rob Kennedy**  
**Justin Nickell**

Motion to suspend reading the minutes Terry Brooner 2<sup>nd</sup> Dwight Zahnow 10-0 unanimous  
**Meeting adjourned at 10:30**

April 2021

Zoom meeting  
04/12/2021

**Open meeting without due form.**

Motion to suspend reading of previous months minutes by Terry Brooner, 2<sup>nd</sup> Dwight Zahnow  
10-2 in favor.

***BLE 183 Report:***

RE51- 22 turns on 20.5-22 avg  
RE10: 15 turns on 14.96-16 avg

***BLE 699 Report:***

12 turns on 7.59-13.79 probably cut 1 on 04/12

***Extra Boards:***

***Legislative Report:***

No report  
We are in need of a new Legislative rep

***New Members:***

Nick Eickoff

***Financial Report:***

\$5157.58 and 81 members.  
Motion to accept financial report by Dwight Zahnow 2<sup>nd</sup> by Mike Brown Unanimous.

***Unfinished Business:***

Still in negotiations with carrier about changing dates of PL days. Carrier wants Trainmen to move to January but we are willing to move to August.

***New Business:***

Carrier is cracking down on cellphone use if online training is not up to date.

Lna01 start time was moved from 1900 to 1600 and rest days of Sat/Sun. New bulletin coming

Gen/Chairman Lambert attended meeting and says his office is compiling info towards carrier properly manning extra boards. Wants to force carrier to comply with agreements. Put time claims in if carrier denies compensated time due to short extra boards.

Be vigilant about your training/testing modules, new Northern region leadership team and Kevin Pratt is heading it up. Wants to make examples of people.

New director of CMS-Jerry Garcia. So far seems willing to work with us and we have a good relationship.

Still working on attendance policy, all General committee's working together to get to

arbitration to get a ruling. Waiting on funding.

Planning on starting in person negotiations in May or June for National agreement.

TSC involvement has nothing to do with canceling of agreements.

If you take a makewhole you will only make what you earned or the person behind you makes, whichever is greater. Put in timeslip for round trip regardless, our position is if you take a makewhole you are entitled to round trip pay.

Let the committee know if you are being dead headed to avoid heldaway. The G/C wants to know if your being deadheaded on heldaway, especially if its in the middle of the night.

The only way we dogcatch out of North Platte is if there are absolutely no 2<sup>nd</sup> district crews in North Platte to protect their assignments. Let local committee know as soon as you get called if this happens.

FRA has no knowledge of a waiver to exempt you from running without ATC between CB and MO Valley. Must have ATC to leave CB, it doesn't matter if its not equipped. It must be equipped. let local committee know if you are being instructed to leave non-equipped. Train symbol-date and who instructed.

DH times:

Nx001-nx039-1'00"	Nx039-nx085-1'00"	Nz459-Nx039-1'00"
Nx001-nx085-2'30"	Nx039-Nx001-1'00"	Nz459-Nx001- 30"
Nx001-nx147-3'00"	Nx039-Nx147-2'30"	Nz459-Nx085-2'00"

***Recently passed away:***

None

***Sick and Injured:***

Kelly Nesmith  
Rob Kennedy  
Justin Nickell

Motion to suspend reading the minutes Dwight Zahnow 2<sup>nd</sup> Terry Brooner-unanimous

**Meeting adjourned at 10:36**

May 2021

05/10/2021

**Open meeting without due form.**

**Motion to suspend reading of previous months minutes by Dwight Zahnow, 2<sup>nd</sup> Joel Leaders 8-1in favor.**

**BLE 183 Report:**

RE51- 20 turns on 20-18.62 19.29 avg

RE10: 14 turns on 12.45-13.45 12.95 avg

**BLE 699 Report :**

10 turns on 6.67-12.31 Tie gang will be on sub until 7/14. Board adjustments will be fluid.

**Extra Boards:**

**Legislative Report:**

Senator Slama held up 2 man crew vote from coming to the floor

FRA is looking into the cutting up of monster trains on the mainline

State of Illinois passed legislation limiting the size of trains to 7500ft

**New Members:**

None

**Financial Report:**

\$5892.35 and 82 members.

Motion to accept financial report by Dwight Zahnow 2<sup>nd</sup> by Nick Snethen Unanimous.

**Unfinished Business:**

Still discussing round robin vacation scenario, not much support. Probably not legal at a local level.

Gen committee is meeting next week with carrier about vacation agreement.

Still discussing moving PL days to Aug 1<sup>st</sup>. Carrier is on board as long as engineers and trainmen are the same.

**New Business:**

Labor Relations wants to move switching limits on North end of Sioux City yard from mp 507.3 to mp 504 to avoid paying off district claims. Served 30 day notice and will now have to be arbitrated. Switching limits have no impact on the district lines.

Carrier is taking position now if an employee retires and has vacation weeks left it can no longer be back filled.

20b claims for switching moves in OMC terminal have been sent to arbitration.

Carrier is trying to eliminate RCX, has told UP clerks they can go all the way to mp 69.75

Respectfully decline to drive a company vehicle if instructed to do so. Don't refuse but make it clear its under protest.

Cameras on locomotives are now live

Attendance Law Board won in Southern region by Union. Employee that was terminated had documentation showing medical reason for being in violation of attendance policy.

Make sure if you or family member has medical issues that require you to miss work that you are documenting everything.

Joel Leaders is now 1<sup>st</sup> Vice Local Chairman for div 699.

MRO Morgan says to login to EMS on the double coal train but don't use auto control.

Any issues with dirty rooms at Travelodge, take pictures and send to local committee member.

If you pull the Sloan grain train it does need a full class 1 air test. It has been cut up to load.

### **Recently passed away:**

### **Sick and Injured:**

Kelly Nesmith  
Justin Nickell

**Motion to suspend reading the minutes Mike Call 2<sup>nd</sup> Brian Held-unanimous  
Meeting adjourned at 11:07**

June 2021

6/14/2021 09:01

Open meeting without due form.

Motion to suspend reading of previous months minutes by Mike Waszgis, 2<sup>nd</sup> Nick Snethen 9-0 in favor.

**BLE 183 Report:**

RE51-19 turns on calls for 19.29

RE10-13 turns on calls for 12.95

**BLE 699 Report :**

13 turns on 9.13-18.19 will try to add 1 on 6/15

**Extra Boards:**

**Legislative Report:**

No report

ADM is pushing a questionnaire asking if you've been vaccinated and if you're feeling well today. Don't sign the form, the G/C is getting with the carrier to have them handle it.

L/C report

**New Members:**

none

**Financial Report:**

\$4763.93 and 83 active members.

Motion to accept financial report by Rob Kennedy 2<sup>nd</sup> by Dwight Zahnow Unanimous.

**Unfinished Business:**

Carrier is still insisting you call TTD for a signal as the car dept runs the release on z-trains in North Platte.

Still working on vacation agreement- its all Eastern District so it involves everybody being on board. Carrier is saying CMS needs to be involved with any vacation agreements making it very difficult to make any progress.

G/C convinced carrier to allow vacation backfill for retiring employees.

Make sure you are putting in claims for being denied compensated layoffs, we're trying to hold the carrier responsible for short staffing. There are 2 different claims: 1) for being denied compensated layoff and 2) for being assessed points for laying off noncompensated.

Still working on language for changing PL days start date. Engineers and trainmen have different

work rules for earning PL days.

If you haven't done your scheduled computer based training for the handheld device "zebra", do it.

**New Business**

We would like to thank President Keefer, Phil Reyes and his wife, and Jen Rose for their great effort in the annual golf tourney.

Sadie moves are supposed to be made quarterly after staying on assignment for at least 30 days according to the agreement. We haven't been doing the quarterly moves. After discussion we will keep doing Sadie's the way we have been out of fairness to past practice.

3 attendance cases settled before arbitration with employees being put back to work with back pay. Carrier didn't want a loss in arbitration.

New disability policy open enrollment until July 20<sup>th</sup>. Craft doesn't matter, open to all BLET members. The Standard policy goes away at the end of the month.

**Recently passed away:**

**Sick and Injured:**

Kelly Nesmith

**Justin Nickell**

Motion to suspend reading the minutes Rob Kennedy 2<sup>nd</sup> Jeff Sichta 8-1 in favor.

**Meeting adjourned at 11:13**

July 2021

07/12/2021 09:01

Open meeting without due form.

Motion to suspend reading of previous months minutes by Dwight Zahnow, 2<sup>nd</sup> Jeff Sichta 6-0 in favor.

**BLE 183 Report:**

RE51-20 turns on calls for 20.57 will look at adding Thursday  
RE10-15 turns on calls for 14.25 will be catching DH's up

**BLE 699 Report :**

14 turns on 8.72-16.96 undercutter will be on sub 7/12-7/13 and back on 7/20-7/27

**Extra Boards:**

**Legislative Report:**

No report

**New Members:**

none

**Financial Report:**

\$5082.41 and 83 active members.

Motion to accept financial report by Dwight Zahnow 2<sup>nd</sup> by Jeff Sichta 6-0 in favor.

**Unfinished Business:**

**Committee is meeting July 19<sup>th</sup> with carrier about package containing vacation agreement and other issues. G/C Lambert has told carrier a vacation agreement must be part of any package.**

**Time claims may be turned in for up to 60 days after denial from time keeping.**

**NEW BUSINESS:**

**We would like the membership to pay attention to the American flags hanging at the depots to make sure they are in proper condition. If one needs to be replaced let a Mgr know.**

**If we don't have anyone willing to be Legislative rep Brother McCoy is willing to take position. By-laws allow it and he is willing to do it.**

**John Morgan has suggested we keep record of delays on yard jobs and locals. He's not requiring it but says there's going to be more scrutiny on delays.**

**Make sure someone from your crew is getting permission to enter zones, the utility man**

**can't get permission for you.**

**Management team going to be out and about for the next week watching.**

**Open enrollment for new disability policy ends 7/20.**

**Looking at Oct. 11<sup>th</sup> on a Monday for annual dinner, will update when date is secured.**

**Recently passed away:**

**Sick and Injured:**

Kelly Nesmith

**Justin Nickell**

Motion to suspend reading the minutes Terry Brooner 2<sup>nd</sup> Jeff Sichta 6-0 in favor.

**Meeting adjourned at 10:28**

**August 2021**  
**08/09/2021 09:01**

**Open meeting without due form.**

Motion to suspend reading of previous months minutes by Mike Call, 2<sup>nd</sup> Brian McCoy 6-0 in favor.

**BLE 183 Report:**

RE51-22 turns on calls for 21.21 cut Rick Christiansen who retired and CJ Salas who's going to be off for awhile.

RE10-16 turns on calls for 15.09

**BLE 699 Report :**

12 turns on 8.26-14.29

**Extra Boards:**

**Legislative Report:**

No report

**New Members:**

none

**Financial Report:**

\$4599.4 and 80 active members.

Motion to accept financial report by Mike Call 2<sup>nd</sup> by Dave Winchester 6-0 in favor.

**Unfinished Business:**

Progress being made towards vacation agreement. Tentative PL days moving to Aug 1<sup>st</sup>, back fill used single day weeks with solid weeks, makeholes back and no cancellation clause. Hopefully have an agreement in when meeting with carrier in Aug. Hoping to not have to force Jan and Feb. Pl days moving is contingent on Smart Union keeping theirs the same.

**NEW BUSINESS:**

Everybody will be receiving a zebra device. Union tried to get compensation but carrier refused. All paperwork and bulletins will be on device.

New attendance policy is in place. Better, but still not what we wanted. Additional points will still be assessed if you extend a layoff even though we won this in arbitration.

Labor Day parade is still on as of now.

Carrier and Unions are meeting in person this month about the National contract.

September is nominating meeting, there will be no zoom for this meeting to keep it a closed meeting. Nominating notices will be posted in all depots. If writing in a nominee, the nominee must have a 2<sup>nd</sup> and can't nominate themselves. Voice nominations may be made at nominating meeting and must have a 2<sup>nd</sup>. Person being nominated does not have to be present.

Red signal violation by Brad Herbert. Don't try to hide it if you're confronted about a violation, admit you did it and don't take a chance on a 1.6.

Members don't have to be present to bring up an issue at monthly meetings. Text or call someone who's there or going to be there to bring it up for you.

G/C Lambert wrote a letter to the director of Labor Relations about manpower shortage and the danger to our members. Letter should be attached to the minutes.

**Recently passed away:**

None

**Sick and Injured:**

Kelly Nesmith      Rob Smith  
Justin Nickell      Mark Osbahr  
Freddy Marquez      Kris Everson

**Motion to suspend reading the minutes Dwight Zahnow 2<sup>nd</sup> Dave Winchester 6-0 in favor.  
Meeting adjourned at 10:47**

# **BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**

*General Committee of Adjustment, Union Pacific – Eastern District*

7313 E. Winterberry St.  
Wichita, KS 67226



Cell: 316.259.5970  
clambert@bleted.org

Chad M Lambert  
General Chairman

August 6, 2021

Ms. Jennifer Powell  
Director Labor Relations  
Union Pacific Railroad  
1400 Douglas Street, STOP 0710  
Omaha, Nebraska 68179

(email only)

Dear Ms. Powell:

Our office has had numerous conversations with your department and Crew Management Services (CMS) concerning the manpower shortage across our territory. As we've predicted, numerous work locations across our territory are experiencing an alarming manpower shortage. This manpower shortage has a high likelihood of placing our members in harm's way. In addition, it has placed an extreme hardship upon their personal lives.

To provide you with some insight into the manpower shortage, we would direct you to the North Platte area. Both the NX284/XE03 & XE20 have been understaffed for well over a year now. This can best be illustrated by all the dropped turns that this location has experienced. This calendar year alone, CMS has dropped roughly 1,575 turns at the North Platte terminal, equaling approximately 667,822 miles lost.<sup>1</sup> Because of that, the men and women who work out of this location never know when they'll be called in for service. Therefore, it makes it extremely difficult, if not impossible, to plan their rest – hence, the reason we sound the alarm concerning the safety aspect of this issue – or any activities outside of work for that matter.

It's not just the safety aspect of this staffing shortage that concerns us; it's also the lack of quality of life our members are experiencing. By understaffing the extra boards by the Carrier, our members assigned to regular assignments are now the ones required to pick up the slack. It's become *common practice* for the Carrier to now use regularly assigned engineers from their pool assignment to now perform hours-of-service relief, fill vacancies on a yard assignment, locals, etc. It's because of that, there's no work predictability for our regular pool engineers. In addition to never knowing when they'll be called in for service, they are also having to argue with timekeeping to get paid correctly when they do work off their assignment to perform such work for the Carrier. It's simple, when they work off their assignment, they should automatically be paid the difference of earning's their regular pool assignment made. They should not have to argue with timekeeping to get paid correctly.

---

<sup>1</sup> Attached is the supporting data.

For those reasons outlined above, it is virtually impossible for our members to plan any activities with their families. Even when they try to plan vacations with their families, CMS has hindered their ability to plan such family vacations because they deny their ability to advance or defer their vacation to accommodate such travel arrangements. The provision within our current vacation agreement that allows for such advancements/deferments states:

*“An employee may, if desired, defer (start after the scheduled date) or advance (start prior to the scheduled date) vacation up to three (3) days after or before the scheduled start date. An employee desiring to advance or defer his/her vacation must notify CMS no less than twenty-four (24) hours prior to the day the vacation is scheduled to commence. The parties will endeavor to accommodate the requests for advancing or deferring vacation. However, granting requests to advance or defer vacation will be subject to the needs of UP's service.”*

From the complaints we've received from our members and Local Chairmen, CMS has honed into that last sentence and are denying a majority of such requests. We have addressed this issue with CMS numerous times, and they've assured us that's not the case. However, we're still receiving reports of this happening quite regularly.

The spirit of that agreement is to allow engineers to have the flexibility to advance or defer their vacation because they work a non-scheduled/non-predictable assignment. Therefore, it's virtually impossible to know if they'll be home when their scheduled vacation begins. As was stated earlier, our members' work predictability simply no longer exists because of the manpower shortage – a shortage that any reasonable-minded person could see coming.

It's not just North Platte where this is occurring; it's also occurring at most of our other locations across the UP-Eastern District territory.

We've heard all the talk about how UP is hiring; however, it's too late. The car has been wrecked, it now needs to be fixed, and that will take time. We tried warning everyone long ago that this was going to occur. Unfortunately, and like most times, our concerns fell on deaf ears, and now our members are the ones suffering the consequences of the erroneous decision-making leading up to this.

To further exasperate this staffing shortage, it appears the Carrier has taken an all-out assault against our members. First, the Carrier implemented the draconian attendance policy that most of our members have dubbed *'the enslavement policy.'* Then the Carrier followed that up with the cancelation of probably the one thing that was nearest and dearest to engineers, the Vacation Modification Agreement of 2014. And to top all that off, the extra boards all across the UP-Eastern District have been absolutely decimated.

If all that wasn't enough, the Carrier has also incorporated deadheading crews via trains. This too has a tremendous impact on our members' quality of life. What was once a 3-4 hour deadhead when vanned, has now morphed into an 8-10 hour (or longer) deadhead via train. This too takes away time from our members' precious/treasured time with their families. The practice of deadheading by trains has been something the Carrier has used in the past. However, such a

practice was only used during inclement weather events or other unforeseen events wherein it was necessary. This isn't the case as of today. Now the main reason for such practice is simple, greed. The Carrier has illustrated to our members that they only care about profits and how to enrich the corporate executives, than they do about their employees' quality of life.

This manpower issue doesn't only have an effect on our members home lives. The stress our members are now enduring from their inability to know when they'll be called to work, along with some of the Carrier's new policies, is most likely taking a toll on our member's health – mentally and physically. That's why the Carrier must wake up and do the right thing. Get the manpower issue resolved and quickly. Work with our Organization to put forth better working conditions/rules that benefit both parties. Walk away from the idealism of the Pullman and Fitzgerald era of railroading.

The lifestyle our members were willing to accept when they first hired on with the railroad wasn't ideal by any means. However, this new direction Union Pacific has chosen is unbearable for many of our members. So much so, some of our members with 15-25 years of service are quitting and finding work elsewhere.

For those inquiring minds, it's reasons like those mentioned above as to why Union Pacific Railroad has obtained the #1 spot on Glassdoor's list of worst companies to work for three years in a row. It's as if Union Pacific wears such a standing as a badge of honor.

Regardless, our Organization has found the Carrier's handling of the manpower shortage as being reckless. We equate this manpower blunder to that of a runaway train with the Carrier at the controls, and our members are the passengers. The Carrier has created an unsafe work environment for our members by overworking them and eliminating any quality of life they may have had. Therefore, our Organization believes reparations are in order for this egregious mishandling of manpower. We believe proper reparations can be obtained by improving our current collective bargaining agreements and providing our members, your employees, with fair and better working agreements/conditions. We look forward to working with your department to right the wrong the Carrier has placed upon our members.

Yours truly,

*Chad M Lambert*

General Chairman-BLET  
UP/Eastern District

Encl.

cc: Local Chairmen, BLET-UPED  
Mark Wallace, BLET-NVP

<b>Dropped Turns January:</b>						
<b>Circ7</b>	<b>Pool</b>	<b>Dropped</b>	<b>Equated Miles</b>	<b>Circ7</b>	<b>Xtra Board</b>	<b>Miles Lost</b>
NX284	RE42	5	568	NX284	XE20	2840
NX284	RE22	7	488	NX284	XE20	3416
NX284	RE20	9	494	NX284	XE20	4446
TOTAL NX284 XE20						10702
<b>Dropped Turns February:</b>						
NX284	RE03	15	440	NX284	XE03	6600
NX284	RE33	7	332	NX284	XE03	2324
TOTAL NX284 XE03						8924

<b>Dropped Turns February:</b>						
<b>Circ7</b>	<b>Pool</b>	<b>Dropped</b>	<b>Equated Miles</b>	<b>Circ7</b>	<b>Xtra Board</b>	<b>Miles Lost</b>
NX284	RE42	10	568	NX284	XE20	5680
NX284	RE22	100	488	NX284	XE20	48800
NX284	RE20	92	494	NX284	XE20	45448
TOTAL NX284 XE20						99928
<b>Dropped Turns February:</b>						
NX284	RE03	3	440	NX284	XE03	1320
NX284	RE33	4	332	NX284	XE03	1328
TOTAL NX284 XE03						2648

<b>Dropped Turns March:</b>						
<b>Circ7</b>	<b>Pool</b>	<b>Dropped</b>	<b>Equated Miles</b>	<b>Circ7</b>	<b>Xtra Board</b>	<b>Miles Lost</b>
NX284	RE42	4	568	NX284	XE20	2272
NX284	RE22	7	488	NX284	XE20	3416
NX284	RE20	10	494	NX284	XE20	4940
TOTAL NX284 XE20						10628
<b> </b>						
NX284	RE03	94	440	NX284	XE03	41360
NX284	RE33	79	332	NX284	XE03	26228
TOTAL NX284 XE03						67588

<b>Dropped Turns April:</b>						
<b>Circ7</b>	<b>Pool</b>	<b>Dropped</b>	<b>Equated Miles</b>	<b>Circ7</b>	<b>Xtra Board</b>	<b>Miles Lost</b>
NX284	RE42	7	568	NX284	XE20	3976
NX284	RE22	25	488	NX284	XE20	12200
NX284	RE20	56	494	NX284	XE20	27664
TOTAL NX284 XE20						43840
<b> </b>						
NX284	RE03	45	440	NX284	XE03	19800
NX284	RE33	107	332	NX284	XE03	35524
TOTAL NX284 XE03						55324

<b>Dropped Turns May:</b>						
<b>Circ7</b>	<b>Pool</b>	<b>Dropped</b>	<b>Equated Miles</b>	<b>Circ7</b>	<b>Xtra Board</b>	<b>Miles Lost</b>
NX284	RE42	11	568	NX284	XE20	6248
NX284	RE22	12	488	NX284	XE20	5856
NX284	RE20	11	494	NX284	XE20	5434
TOTAL NX284 XE20						17538
<b> </b>						
NX284	RE03	5	440	NX284	XE03	2200
NX284	RE33	7	332	NX284	XE03	2324
TOTAL NX284 XE03						4524

<b>Dropped Turns June:</b>						
<b>Circ7</b>	<b>Pool</b>	<b>Dropped</b>	<b>Equated Miles</b>	<b>Circ7</b>	<b>Xtra Board</b>	<b>Miles Lost</b>
NX284	RE42	10	568	NX284	XE20	5680
NX284	RE22	21	488	NX284	XE20	10248
NX284	RE20	11	494	NX284	XE20	5434
TOTAL NX284 XE20						21362
<b> </b>						
NX284	RE03	160	440	NX284	XE03	70400
NX284	RE33	88	332	NX284	XE03	29216
TOTAL NX284 XE03						99616

**Dropped  
Turns July:**

<b>Circ7</b>	<b>Pool</b>	<b>Dropped</b>	<b>Equated Miles</b>	<b>Circ7</b>	<b>Xtra Board</b>	<b>Miles Lost</b>
NX284	RE42	21	568	NX284	XE20	11928
NX284	RE22	75	488	NX284	XE20	36600
NX284	RE20	26	494	NX284	XE20	12844
TOTAL NX284 XE20						61372
NX284	RE03	192	440	NX284	XE03	84480
NX284	RE33	241	332	NX284	XE03	80012
TOTAL NX284 XE03						164492

## Teamsters Hall

September 2021  
09/13/2021 09:01

Open meeting without due form.

Motion to suspended reading of previous minutes by Dwight Zahnow 2<sup>nd</sup> by Joel Leaders 8-0 in favor

### **BLE 183 Report:**

RE51: 23 turns on, calls for 22.61

RE10: 13 turns on, calls for 12.67

### **BLE 699 Report:**

RE56: 12 turns on calls for 7.64-13.95

### **Extra Boards:**

No Report

### **Legislative:**

Zoom meeting with FRA about train length-hopefully first step towards some regulation. Would like to see PAC contributions increase.

### **New Members:**

none

### **Financial Report:**

\$4298.10 and 81 members.

Motion to accept financial report by Dwight Zahnow 2nd Jeff Sichta Unanimous. 9-0

### **Unfinished Business:**

Local management is still trying to get people to enter cab signal territory with non-equipped locomotives. We can't do it! Absolute blocks are only for failure enroute.

We participated in the Labor Day parade after participating in 2019. It was suggested and unanimously approved in a monthly meeting 3 years ago.

Our local is not a dictatorship. Any member is encouraged to come to meetings or send someone to voice concerns or suggest changes. Ask anyone who attends on a regular basis what they think.

Barry Richard resigned instead of going to investigation.

Brian Young has an investigation for first offense attendance.

Make sure you charge your zebra device when you receive it

Morgan called L/C Brooner to recommend keeping track of all delays on locals and yard jobs. Company is cracking down on o.t. and other delays.

If any crew members are out of the cab, keep your cell phone off and stowed.

## **New Business:**

The following nominations took place for our triennial election.

L/C-Dwight Zahnow-nominated by Terry Brooner, 2<sup>nd</sup> Mike Waszgis. No other nominations  
Zahnow wins by acclamation.

1<sup>st</sup> Vice-Brian Held-nominated by Dwight Zahnow, 2<sup>nd</sup> Terry Brooner. No other nominations  
Held wins by acclamation.

2<sup>nd</sup> Vice-Mike Brown-nominated by Ed Abboud, 2<sup>nd</sup> Tom Caudillo. No other nominations  
Brown wins by acclamation.

Sec/Treas-Ed Abboud-nominated by Terry Brooner, 2<sup>nd</sup> Mike Waszgis. No other nominations  
Abboud wins by acclamation.

Trustee-Tom Caudillo-nominated by Ed Abboud, 2<sup>nd</sup> Terry Brooner. No other nominations  
Caudillo wins by acclamation.

Trustee-Mike Waszgis-nominated by Terry Brooner, 2<sup>nd</sup> Tom Caudillo. No other nominations  
Waszgis wins by acclamation

Trustee-Brian McCoy-nominated by Terry Brooner, 2<sup>nd</sup> Dwight Zahnow. No other nominations  
McCoy wins by acclamation.

President-Wayne Keefer-nominated by Mike Waszgis, 2<sup>nd</sup> by Terry Brooner. No other nominations.  
Keefer wins by acclamation.

Vice President-Terry Munoz-nominated by Ed Abboud, 2<sup>nd</sup> by Dwight Zahnow. No other nominations.  
Munoz wins by acclamation.

Alt Sec/treas-Nick Snethen-nominated by Terry Brooner, 2<sup>nd</sup> by Mike Waszgis. No other nominations.  
Snethen wins by acclamation.

Guide- Chris Dittus-nominated by Terry Brooner, 2<sup>nd</sup> by Mike Waszgis. No other nominations.  
Dittus wins by acclamation.

Chaplain-Randy Smith-nominated by Dwight Zahnow, 2<sup>nd</sup> by Terry Brooner. No other nominations.  
Smith wins by acclamation.

Delegate to National-Brian McCoy-nominated by Terry Brooner, 2<sup>nd</sup> by Tom Caudillo. No other  
nominations. McCoy wins by acclamation.

1<sup>st</sup> alt. delegate-Dwight Zahnow-nominated by Terry Brooner, 2<sup>nd</sup> by Tom Caudillo. No other  
nominations.

2<sup>nd</sup> alt. delegate-Mike Call-nominated by Dwight Zahnow, 2<sup>nd</sup> by Tom Caudillo. No other nominations.  
Call wins by acclamation.

Legislative rep-Mike Call-nominated by Terry Brooner, 2<sup>nd</sup> by Dwight Zahnow. No other nominations. Call wins by acclamation.

Alt leg. Rep-Luke Wright-nominated by Terry Brooner, 2<sup>nd</sup> by Mike Call. No other nominations. Wright wins by acclamation.

1<sup>st</sup> alt trustee-Dave Winchester-nominated by Dwight Zahnow, 2<sup>nd</sup> by Mike Waszgis. No other nominations. Winchester wins by acclamation.

2<sup>nd</sup> alt trustee-Alfredo Montes-nominated by Ed Abboud, 2<sup>nd</sup> by Terry Brooner. No other nominations. Montes wins by acclamation.

3<sup>rd</sup> alt trustee-Brian McCoy-nominated by Ed Abboud, 2<sup>nd</sup> by Dwight Zahnow. No other nominations. McCoy wins by acclamation.

Annual dinner is Monday Oct. 11<sup>th</sup> at Pizza King. Social hour 5-6. Dinner 6-8. Cash bar, dinner on the local.

3 non officer members showed up for the nominating meeting. Lots of complaining about the way things are being run but nobody wants to get involved.

Watch your PL days if you lay off and would've caught a local or yard job. The company is taking a PL day. This is currently in arbitration.

Saturday Oct 9<sup>th</sup> going to have a birthday/donation gathering at Eagles club on North 16<sup>th</sup> st in CB.

699 officers-President-Kevin Lynch, Vice pres-Kevin Wood, Leg-rep-Rob Kresl, Leg-rep-Bob Kersigo, alt leg-rep-Russ Henderson, L/C-Corey Benisek, 1<sup>st</sup> Vice-Joel Leaders, 2<sup>nd</sup> Vice- Jeff Sichta, sec/treas-Jeff Fletcher, guide-Rich Sinkevich, chaplain-Joel Leaders, Del to national-Corey Benisek, 1<sup>st</sup> alt del-Jeff Sichta, 2<sup>nd</sup> alt-del-Rich Sinkevich.

All comments were turned off on Band app due to the purpose of Band being abused. The local does not have to have a Band site, it's supposed to be for info for our members. Comments will be turned back on as long as comments stay on topic.

#### **Recently passed away:**

None

#### **Sick and Injured:**

Jason Ward

Justin Nickell

CJ Salas

Kelly Nesmith

Kris Everson

Freddy Marquez

Rob Smith

**Motion to suspend reading the minutes by Mike Call 2nd Tom Caudillo 9-0 in favor**

---

**Meeting adjourned at 10:52**

## Teamsters Hall

October 2021  
10-11-2021 0901

Open meeting without due form.

Motion to suspend reading of previous minutes by Mike Call, 2<sup>nd</sup> by Brian Held 8-1 in favor

### BLE 183 Report:

RE10: 13 turns on, calls for 13.14

RE51: 23 turns on, calls for 22.91

### BLE 699 Report:

RE56: 9 turns on, calls for 6.06 to 10.7

### Extra Board:

No Report

### Legislative:

FRA rejected waiver request extension by the AAR for COVID Issues

### New Members:

None

### Financial Report:

\$4374.06 81 Members

Motion to accept financial report by Jeff Sichta 2<sup>nd</sup> by Tom Caudillo, Unanimous 9-0 in favor

### Unfinished Business:

New agreement will be discussed in new business

Fletcher thanks everyone who came to Kelly's fundraiser

### New Business:

New Agreement discussed (see attachment)

Motion to approve new agreement Kennedy 2<sup>nd</sup> by Sichta – Unanimous

### Recently Passed Away:

None

### Sick:

Kelly Nesmith

Justin Nickell

Rob Smith

Chris Behrens

Jason Ward

**Motion to suspend reading of the minutes by Mike Call 2<sup>nd</sup> Tom Caudillo; Unanimous 9-0 in favor**

**Meeting Adjourned at 11:41**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**UNION PACIFIC RAILROAD COMPANY**

**AND**

**THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN**  
*(Union Pacific – Eastern District)*

Union Pacific Railroad Company (“UP”) and the Brotherhood of Locomotive Engineers and Trainmen, Eastern District General Committee of Adjustment (“BLET”) have agreed to address several subjects of mutual interest and to standardize and simplify certain collective bargaining agreement (“CBA”) provisions governing rules and working conditions. In this regard, the parties’ signatory hereto agrees the following modifications/amendments shall apply for engineers working under the jurisdiction of the UP – Eastern District BLET General Committee of Adjustment.

Except where specifically indicated otherwise herein, the terms of this agreement will be effective on \_\_\_\_\_, 2021.

Signed this \_\_\_\_\_ day of (Month) \_\_\_\_\_, 2021 in Omaha, Nebraska.

For Brotherhood of Locomotive  
Engineers and Trainmen:

For Union Pacific Railroad Company:

\_\_\_\_\_  
Chad M. Lambert  
General Chairman

\_\_\_\_\_  
Jennifer E. Powell  
Director - Labor Relations

APPROVED:

\_\_\_\_\_  
Mark Wallace  
Vice-President, BLET

\_\_\_\_\_  
Naomi Deines  
General Director - Labor Relations

## **ARTICLE I - FINANCIAL INTERACTIONS**

- A. Engineers will receive their pay and/or other compensation from UP via electronic delivery/transfer or other such or similar technologies to their respective financial accounts (e.g., bank, credit union, etc.) referred to as "direct deposit". Engineers shall maintain an account at a financial institution capable of receiving and processing such monetary deliveries/transfers via electronic or other technological means used by UP.
- B. Engineers currently not receiving pay or compensation via direct deposit will be mailed an explanation of this requirement and the workings of the direct deposit process. This mailing will contain an explanation of the process for enrolling in direct deposit (or other such delivery/transfer technologies or processes) and the time frame within which he or she is required to complete the enrollment.
- C. Engineers shall receive their payroll recaps, W-2s and other personal or payroll information or reports from UP via electronic transfer, the internet or other such or similar delivery/transfer technologies. This may include the automated or electronic exchange, delivery, etc. of such information and monetary items, including but not limited to union dues, etc.
- D. UP will continue to ensure a resource is available to permit engineers to review and/or print their payroll recaps, reports, etc. (e.g., "ePayroll").
- E. Existing Agreement requirements to provide a paper copy or delivery via U.S. Mail of paychecks, any other compensation, or payroll recaps are hereby eliminated. This will serve to fulfill all agreement requirements and/or obligations of compensation delivery.

## **ARTICLE II- ELECTRONIC EXCHANGE OF INFORMATION**

Existing Agreement provisions and rules governing the delivery, transfer, or exchange of information between BLET and UP (except those addressing the handling of claims, disciplinary charges and investigations, and disciplinary appeals) are hereby amended as follows:

- A. UP will employ electronic means of communication for the delivery and/or exchange of information and/or notifications. This will include, but is not limited to required notices, confirmations or contacts, communiques, work related information, etc.
- B. UP and BLET recognize the ever-changing nature, state and impact of technology. Consequently, it is likewise recognized the systems, processes and technologies used for delivery and exchange of information between UP and BLET will likewise change. Thus, UP and BLET agree to work together, where appropriate and applicable, for use of newer and changing technologies to facilitate the delivery and exchange of our information and to further improve the efficiency of such deliveries and exchanges.

## **ARTICLE III- PAY STANDARDIZATION/SIMPLIFICATION**

- A. Weight on Drivers
  - 1. In lieu of the present weight-on-driver allowance payment, locomotive engineers performing service in the following class(es) of service will be paid an average weight-on-drivers allowance based on the amount actually paid during the measurement period September 30, 2020, through August 1, 2021. The amount to be paid to locomotive engineers for a weight-on-driver allowance will be as set forth in the following table:

<b>Class of Service</b>	<b>Average Weight-on-Driver Allowance Amount</b>
Work Train	\$2.47
Yard Service	\$1.84
Local Freight	\$2.33
Combination Switch & Road Service	\$2.04
Through Freight*	\$1.15

\* This amount will be added to the existing 1,200,000-pound (three (3)-unit) rate schedule for through freight service trips.

2. The terms of this Article III, Section A are not intended to modify the circumstances or scenarios in which a weight-on-driver allowance is to be paid to an engineer (HAHT, Overtime etc.), separate from a trip rate.
3. The fifty-six (56) cent differential identified in Rule 16 - Basic Day will be rolled into the working (base) rate as referenced in Article III, Section A(1) for engineers working in through freight service that qualify for local freight service.
4. The six (6) cent per mile over mile allowance identified in Rule 2 - Rates of Pay, Section a, 4 will be rolled into the existing over mile rate of pay for engineers working in local, work train and freight service.

#### B. Personal Leave Days

1. Effective August 1, 2022, the calendar year for personal leave days will be from August 1<sup>st</sup> through July 31<sup>st</sup>. Any remaining personal leave days unused by July 31, 2022, will be banked. Engineers who have banked personal leave days may, at their election, "cash out" all or a portion of their banked personal leave days. The following shall govern:
  - a. UP's Timekeeping bureau will issue a solicitation notice by September 1<sup>st</sup> of each year. Qualifying engineers desiring to cash-out their banked personal leave days may make one (1) irrevocable request which must be received by Timekeeping no later than October 15<sup>th</sup> of the current year. Requests submitted or received prior to September 1<sup>st</sup> or after October 15<sup>th</sup> will not be accepted or processed.
  - b. Cashed out days will be paid no later than December 1<sup>st</sup> of the current year. The applicable rate will be based on the engineer's last service performed immediately prior to the date he or she is paid these days.
  - c. An employee making an election pursuant to Section 1 (a) must be working as an engineer at the time they make the election.
2. Engineers in an active status at the time of their retirement or resignation will be paid any unused current year personal leave days in lieu of upon retirement or voluntary resignation at the applicable rate of last service performed. Any unused personal leave days will be paid in lieu of to the estate of a deceased engineer who was in active status as an engineer at the time of their death.

3. It is not the intent of this Article III, Section B to provide personal leave days or payment thereof to engineers who are not entitled or eligible to receive personal leave days under existing agreement provisions (e.g., engineers holding assignments covered by holiday pay rules).

#### C. Bereavement Leave

Article XI (Bereavement Leave) of the July 26, 1978 BLE National Agreement is modified as follows:

1. Three (3) days will be taken consecutively and paid (3 basic days) in accordance with applicable Agreement provisions for bereavement leave (BV) provided all such leave is taken within thirty (30) calendar days of the death of the qualifying relative.

**Note:** In cases wherein unique circumstances arise, such cases will be passed along to the General Chairman and the Director of Labor Relations for consideration.

2. It will be incumbent upon the employee to provide all appropriate documentation of the familial connection and death of the qualifying relative.
3. It is not the intent of this Article III, Section C to grant bereavement leave to those not previously entitled to such.

#### D. Standardized Make-whole Payments

1. The averaged trip compensation amounts shown in the table below will be used when calculating any difference in earnings, or "make-whole", due an engineer assigned to the identified pools pursuant to existing agreement rules.

Board	Territory	Rate
H 186 RE30	Wichita - Salina	\$572.80
H 186 RE38	Wichita Turnaround	\$427.29
KP187 RE03	Salina - Kansas City	\$845.76
KP187 RE04	Salina - Sharon Springs	\$973.86
KP898 RE30	Grand Jct - Bond	\$843.92
KP898 RE34	Grand Jct Turnaround	\$512.32
KX148 RE26	Jeffrey Energy Pool	\$328.10
MX905 RE32	Pueblo - Denver	\$891.02
MX905 RE39	Pueblo - Dalhart	\$992.52
NX284 RE42	North Platte – Mo Valley	\$1,297.72
NZ459 RE51	Mo Valley - North Platte	\$1,297.72
NX00I RE56	C Bluffs - Sioux City	\$821.04
NX284 RE03	North Platte - Cheyenne	\$1,015.08
NX284 RE20	North Platte - Marysville	\$1,127.52
KX148 RE18	Marysville - North Platte	\$1,127.52
NX284 RE22	North Platte - Fremont	\$1,118.82
NX039 RE10	Fremont - North Platte	\$1,118.82
NX284 RE33	North Platte - S Morrill	\$812.96

SW148 RE33	Herington - Pratt	\$670.22
SW148 RE34	Herington - KC	\$819.24
WD640 RE01	Denver - Cheyenne	\$806.58
WD640 RE02	Denver - Sharon Springs	\$887.40
WD640 RE03	Denver-Bond/Pburg	\$873.74
WX510 RE04	Cheyenne-North Platte	\$992.48
WX510 RE05	Cheyenne - Rawlins	\$767.12
WX510 RE14	Cheyenne - S Morrill	\$697.31
WX510 RE56	Cheyenne - Green River	\$1,374.30
WX683 RE80	Rawlins - Green River	\$662.10

The flat rated payments identified within the chart includes all applicable GWI/COLA increases through July 1, 2019 and will be subject to all future general wage increases and cost-of-living-allowances. These payments are calculated based on the following items: the appropriate trip rate for the run, average overtime, certification pay, and other pay elements that have historically been included in make whole payments. With reasonable cause, either party may request a make whole rate be recalculated to reflect the operational changes of a pool.

2. Flat-rated payment(s) for runs established subsequent to the effective date of this Agreement shall be calculated in the same manner as set forth in this Section (D), except the initial flat-rated make-whole payment for such new run will be based on the first six months of operations. Thereafter, it will be adjusted in accordance with Section D(1) above.
3. Make whole payments to pool engineers who fill vacancies off their regular assignment on another pool, regular assigned local, road switcher, regular yard assignment or perform service typically protected by extra engineers such as turnaround or hours of service relief, will be based on the flat-rated amounts identified in Section D(1).

**Note:** Refer to Article IV, E(1) "carry turn" of this agreement.

4. The terms of this Article III, Section D is not to be applied in calculating lost time paid pursuant the 1996 BLET System Agreement Discipline Rule.

#### E. RSIA Mandated Time Off

1. An engineer assigned to a "holiday job" and otherwise meets eligibility requirements for holiday pay, but is unavailable on a designated holiday(s) and/or the day(s) immediately preceding and/or following the designated holiday(s) due to having performed 6/7 consecutive calendar day starts or is "held-in" pursuant to the FRA's interpretation of the 2008 Rail Safety Improvement Act (RSIA), as amended, such status days will be used as "bridge" days to the next scheduled work day of the assignment for the purpose of determining qualification for holiday pay. The intent is to treat the RSIA mandated time off or held in days in the same manner vacation is considered "bridge" days toward qualifying for holiday pay.

**Note:** Nothing in this Article III, Section E(1) is intended to extend holiday pay consideration to engineers who are not otherwise eligible for reasons such as, but not limited to, having exceeded their annual combined Personal Leave / Holiday allocation, working a mileage (non-holiday) job, etc.

2. An engineer assigned to a guaranteed extra board that experiences a FR event prior to the beginning of their scheduled vacation will not be subjected to forfeiture of guarantee.

#### F. Delayed Lodging

1. The time in excess of 30 minutes waiting for a room after arrival at the lodging facility will be calculated on a per minute basis at the prevailing basic daily rate. This payment will be separate and apart from the service trip but will be included as earnings for purposes of calculating guarantee.
2. Employees will continue to contact Crew Management Services to report the circumstances causing the delay and to have their rest adjusted in compliance with existing Federal Hours of Service Laws. Time claims submitted will include the following:
  - The time of arrival at the lodging facility.
  - If possible, the name of the hotel staff member involved.
  - The time the employee initiated contact with CMS notifying them of the issue.
  - The time a room was provided.
  - The time rest was adjusted.
3. This payment will not apply in circumstances beyond the control of the lodging facility or the Carrier such as, but not limited to, fire, Acts of God and/or sudden failures to systems involving temperature controls, water, etc., making the facility uninhabitable. However, if an engineer is moved to a secondary lodging facility because of circumstances beyond the control of the lodging facility or the Carrier, a new waiting period will begin after the engineer arrives at the secondary lodging facility.
4. This payment will not apply in instances where an employee rejects a suitable room due to personal preferences.

G. The seventy-five (75) cent reporting allowance (taxi fare) for engineers required to report to Council Bluffs, Iowa is hereby eliminated.

### **ARTICLE IV - POOL OPERATIONS**

#### A. Exchanging Trains

1. Engineers working in pool freight service (including a pilot engineer where applicable) who are required to exchange trains enroute, shall be paid accordingly per the following scenarios:

**Scenario 1:** Engineer A is called at noon. Engineer B is called at 1600. The Engineers are required to trade trains. Engineer A makes it to their final destination (tie-up time) before midnight. Engineer B makes it to their final destination at 0300. Therefore, Engineer A would not have made it to their final destination under the Hours of Service law since Engineer B arrived at 0300. Both engineers under this scenario will be due payment a basic day paid at the through freight rate.

**Scenario 2:** Engineer A is called at noon. Engineer B is called at 1600. The Engineers are required to trade trains. Engineer A makes it to their final destination (tie-up time) before midnight. Engineer B makes it to their final destination before midnight. Therefore, Engineer A would have made it to their final destination under the Hours of Service law. Under this scenario no payment is due.

2. Such a payment is not applicable to engineers making familiarization trips.

#### B. Trading Pool Turns

1. Assigned pool freight engineers will be allowed to trade pool turn positions with other engineers in the same pool subject to the following conditions:

- a. The BLET Local Chairman or their designated representative shall submit the request to CMS on behalf of the engineers wishing to exchange pool turns.

**Note:** CMS will strive to develop a computer-based program to allow engineers to make the trade electronically, eliminating the need to involve the Local Chairman. In the meantime, Local Chairmen will be given access to make the trade without needing to call CMS.

- b. Both engineers shall be at their home terminal when the request is made in order to avoid any disruptions to the operation of the pool. However, an exchange may be made where one engineer is on vacation.
- c. A trade may be made at any time up to call time provided the engineer who must accept the call is rested and available. An engineer may initiate no more than six (6) trades per year. Both engineers involved in the trade must work before initiating another trade.

**Example:** Engineer A is first out. Engineer B is 20 times out. Engineer C is 30 times out. Engineer A trades turns with Engineer B and is now 20 times out. Engineer A cannot initiate another trade with Engineer C.

#### C. Freight Pool Rotation

At the away from home terminal Engineers will maintain the same order for which they were called out of their home terminal.

#### D. Ratio Pool Operations

1. Where Ratio/Equalization Boards are now in place, the following will apply:
  - a. Train Management and the Local Chairman will on a reasonable basis strive to properly maintain the equalization of miles on the respective pools.

In the event the ratio/equalization of miles falls excessively behind, the Local Chairman or his designee will work with Train Management to return the ratio/equalization of miles back to even as soon as possible.

#### E. Positioning of Pool Freight Turns

1. Pool freight engineers will carry their turn when used to fill a vacancy.
2. When there is a pool vacancy 1st out and no Engineer available on the extra board to fill such vacancy, the first available rested Engineer within the same pool, will carry their turn to the 1st out position.

**Note:** "Carry Turn" referenced in this Section 1 and 2 means an employee's turn will be removed from the board while they are working off their regular pool turn and will be placed last out when tying up at the home terminal following the off-assignment tour of duty. However, their assignment/turn will maintain its proper place within the pool. Pool freight engineers laying off for company business will have their turn continue to rotate up the board in the usual manner.

3. Pool freight engineers will transfer their turns on seniority moves.

**Note:** "Transfer Turn" refers to the placement of a turn when an engineer exercises seniority (displaces or makes application) to a turn. If the turn is at the home terminal the employee will be placed to the turn in its existing board position, or to their desired spot within the pool at the time of placement. If the turn is not at the home terminal the turn will be administratively returned to the home terminal and placed either last out on the board, or to their desired spot within the pool at the time of placement.

### **ARTICLE V – Vacancy Procedures and Call Times**

#### A. Vacancy Procedures/Decision Table

1. The VP/DT's will be in line with the current CBA's for each location. If a dispute arises over an interpretation of the CBA for a VP/DT it will be given to the General Chairman and the Director of Labor Relations for handling. If no resolution is found, it will be sent to arbitration for a final resolution.
2. When a new VP/DT is required, The Local Chairman and CMS will strive to develop a VP/DT to suit the needs of the new board. The new VP/DT will then be forwarded on to the General Chairman and Director of Labor Relations for final approval.

**Note:** The current VP/DT's will need to be gone through and modernized with the Local Chairman and CMS, and then forwarded on to the General Chairman and Director of Labor Relations for final approval.

#### B. Calling Time

1. Rule 18 in the BLET Schedule of Rules Dated April 4<sup>th</sup>, 2011 is modified to read: At terminals, Engineers in all service, will be called as nearly as practicable, two (2) hours before required to report for duty.

## **ARTICLE VI - DISPLACEMENT & NOTIFICATIONS**

- A. Displaced engineers must exercise their seniority within forty-eight (48) hours of proper notification by CMS of their displacement, except where otherwise noted herein.
- B. In the event an employee cannot be immediately contacted, proper notification will be considered as having been accomplished eight (8) hours from the time CMS calls all contact numbers listed in the employee's personal file in CMTS, one time each and leaving a message if possible. Such attempts will be documented in the employee's work history, as well as CMS' placing an electronic message in the employee's CMTS screen or portal. CMS actually speaking with the employee, receiving a call back from the employee, or the employee's acknowledgment will not be necessary to satisfy this requirement.

**Note:** Alternative electronic methods of contact (i.e. phone text, portal message, et.al, excluding email), may be used in lieu of phone contact and considered as proper notification pursuant to this paragraph. It is understood employees may accept notification prior to the (eight) hour period referred to above.

- C. For employees displaced while on duty or at the away-from-home terminal, the forty-eight (48) hour displacement period will begin at final tie-up/final release at the home terminal without the need for additional phone notification by CMS.
- D. For employees displaced while unavailable (e.g. compensated or uncompensated layoffs, HOS rest periods, rest period extensions, vacation extensions, assigned rest days, RSIA rest periods, company business, union business, etc.), the forty-eight (48) hour displacement period will begin upon completion of such unavailability period. Nothing prohibits employees from accepting notification during such unavailable period.
- E. Should an Engineer not place within the forty-eight (48) hours, they will be placed to an open assignment in the following order:
  - 1. To the extra board that last protected his/her assignment.
  - 2. Any regular assigned pool, local, road switcher, work train, yard job, at the discretion of Crew Management.

In the event there are no open assignments, the Engineer will automatically displace the junior Engineer working on his/her seniority district or hub.

- F. It is not intended to restrict the rights of engineer to flow back to train service in accordance with any agreement that allows for such, provided they do so within the conditions outlined in any such agreement.
- G. For employees being displaced and/or forced to an assignment further than seventy-five (75) miles from the last work location, the employee will receive an additional forty-eight (48) hours to report.

## **ARTICLE VII – VACATION MODIFICATION**

It is understood that the following vacation agreement amends the BLET Vacation Agreement Administration Modifications effective January 1, 2005, the 1992 Split Vacation Agreement, and the June 19, 1986 Eastern District Vacation Agreement. The following shall govern with respect to assigning and administering vacation periods for locomotive engineers for each calendar year across the UP-ED.

*\*\* Where the term 'local chairman' is referenced throughout this section it is understood to mean the BLET local chairman with jurisdiction or their designee.*

In order to provide an alternative procedure to assign vacation periods and allocate/schedule single days of vacation, it is agreed:

### A. Qualification, Craft and Location of Vacation Allocation.

1. The 12-month period (year) for determining vacation qualification shall end on December 15<sup>th</sup> of the year proceeding the upcoming vacation year and shall commence on December 16<sup>th</sup> of the preceding year.
2. As outlined in Memorandum of Agreement #321014142210, "Preponderance of Service for Vacation Qualification," attached hereto as Attachment A, the Parties mutually agree that the manner in which the crafts of engineer and train service are determined for an employee for vacation scheduling purposes only, shall be based on the location, craft, and class 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<sup>st</sup> through September 30<sup>th</sup>.
3. This Section 1 will not modify existing arrangements governing vacation groupings or other matters pertaining to vacation scheduling beyond those items specifically addressed herein.

### B. Preparation of Vacation Schedule and Parameter Allocation.

1. On or about November 15<sup>th</sup> of each calendar year the Carrier officer designated to administer vacation scheduling shall notify the BLET Local Chairman the number of employees it is anticipated may be released for vacation purposes in each vacation period during the vacation year which begins on January 1<sup>st</sup> of the following year. In addition, the Carrier officer designated to administer vacation scheduling shall, between November 15<sup>th</sup> and December 1<sup>st</sup>, provide the BLET Local Chairman with a list of the names of employees who have worked a sufficient amount of time to qualify for one, two, three, four or five weeks of vacation during the following year.
2. Vacations will commence on Monday, except for assignments with scheduled rest days, those employees will be allowed to move their vacation to take place between their rest days.
3. The number of vacations allowed per week in a vacation grouping will be determined by dividing the total number of vacation weeks, and dividing by forty-four (44) rounded to the lowest whole number. In instances where the 44-divisor requires additional vacation slots during a week(s), the local chairman and the Carrier officer designated to administer vacations will select the week(s) in which the additional slots are placed.

**Example 1:** There are two hundred and ten (210) vacation weeks to be scheduled in the year. The base parameter average using the 44-week divisor is four (4) per week ( $210/44 = 4.772$ ). The .772 fraction equals thirty-four (34) weeks that will allow five (5) off for vacation ( $.772 \times 44 = 34$ ). The Local Chairman will advise the Carrier officer designated to administer vacation scheduling of the thirty-four (34) weeks that the parameter will be adjusted to five (5) per week, with the remaining ten (10) weeks being allotted four (4) per week.

**Example 2:** There are three hundred and forty-seven (347) vacation weeks to be scheduled in the year. The base parameter average using the 44-week divisor is seven (7) per week ( $347/44 = 7.8863$ ). The .8863 fraction equals thirty-nine (39) weeks that will allow eight (8) off for vacation ( $.8863 \times 44 = 39$ ), with the remaining five (5) weeks allotted seven (7) per week.

**Example 3:** There are two hundred and sixteen (216) vacation weeks to be scheduled in the year. The base parameter average using the 44-week divisor is four (4) per week ( $216/44 = 4.9$ ). The .9 fraction equals forty (40) weeks that will allow five (5) off for vacation ( $.9 \times 44 = 39.6$ ), with the remaining four (4) weeks allotted four (4) per week.

**Example 4:** There are two hundred and twenty (220) vacation weeks to be scheduled in the year. The base parameter average using the 44-week divisor is five (5) per week ( $220/44 = 5$ ). Five (5) will be allotted for vacation in each of the forty-four weeks.

4. It is recognized by the parties that smaller vacation groups (i.e. those with less than 100 weeks to schedule) present unique scheduling challenges not served by the above parameters. Accordingly, the applicable Local Chairman and the Carrier officer designated to administer vacation scheduling will confer and agree on the vacation schedule for such groups. If they cannot agree, the matter will be subject to discussion and resolution between the General Chairman and the Director Labor Relations.
5. Regardless of the total amount of weeks to be scheduled for any vacation grouping, the Carrier officer designated to administer vacation scheduling will confer with the BLET Local Chairman on the date vacations will be scheduled and will then place the Local Chairman in the proper status to schedule the vacations.
6. The BLET Local Chairmen will be allowed to "float" their vacations rather than assigning them specific dates.

#### C. Backfilling Vacation Weeks.

1. A vacation week/slot will be considered open/available once an employee uses all his/her single days from that week/slot, or vacates the week for other reasons (retirement, resignation, etc). The vacated week will then be available to be filled by the Local Chairman with jurisdiction over the vacation grouping in which the vacancy occurs.
2. In the event several employees wish to advance or defer their vacations to the same open week, seniority will prevail.

3. An engineer that advances or defers their vacation into a vacated week will be a solid week of vacation and the engineer will not be permitted to take single days from that week advanced/deferred. This only applies to weeks that were vacated using single days.
  - a. An Engineer would be required to revert a single day week back to a solid week only for the purpose of backfilling to an open week.
  - b. In the event that a week of vacation was vacated due to retirement, resignation, and/or termination such a vacated will be allowed to be taken as single days, if the week being moved was already designated as a week of single days.

D. Advancing/Deferring Vacation Start Date & Vacation Extensions.

1. All vacation weeks will be scheduled to begin on Monday. An employee may, if desired, advance (prior to the scheduled date) or defer (after the scheduled date) their vacation up to three (3) days subject to the following:
  - a. An employee desiring to advance or defer their vacation must notify CMS no less than twenty-four (24) hours prior to the day the vacation is scheduled to commence.

**Note:** The first twenty-four (24) hours of the request to advance or defer the start date of their vacation will be granted to the employee without restriction unless the request falls on a holiday that occurs on a Friday, Saturday, or Sunday. The remaining time requested by the employee to advance or defer the start date of their vacation will be subject to manpower considerations and the service needs of the Carrier.

2. At the end of their scheduled vacation an employee may, if so desired, request up to forty-eight (48) hours to extend their time off prior to marking up back to service. Employees electing this option must contact CMS prior to the end of their vacation week. Such request will be granted to the employee without restriction.

E. This Agreement supersedes all conflicting agreements. 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.

F. Existing rules and practices regarding the handling of vacations not specifically amended by this agreement including, but not limited to, handling of vacation splits and/or single days, cross craft qualifications and/or vacation groupings shall continue in effect without change.

**ARTICLE VIII -GENERAL SAVING CLAUSE**

Except as specifically set forth herein, no other Agreement rules, practices, or interpretations are changed by the terms of this Agreement. In the event there is a conflict, the terms of this Agreement will prevail.

## **Agreed Upon Questions & Answers**

### **Article I – Financial Interactions**

Q1: What if an engineer doesn't own a computer how will they access their payroll recaps, W-2's, etc.?

A1: Refer to Section D of this Article.

### **Article III, Section A - Weight on Drivers**

Q2: Will the average weight on driver allowance now be subject to rate increases?

A2: Yes.

### **Article III, Section B - Personal Leave Days**

Q3: What is meant by "active status"?

A3: Active status is defined as any engineer assigned to a regularly assigned road assignment, pool freight, extra board, or bump board. Non-active status are those who are furloughed, decertified, disqualified, or terminated due to a rule or attendance violation, or on a medical, short term, or any other type of leave of absence.

Q4: Will Engineers still be allowed to bank Personal Leave days after the effective date of this Agreement?

A4: Yes, the provisions that allows Engineers to bank a maximum of 60 personal leave days is not modified.

### **Article III, Section C - Bereavement Leave**

Q5: Do all BLET represented positions qualify for the modified bereavement provisions?

A5: Yes, provided the employee is in active status on the date of a covered family member's death.

Q6: What is meant by "active status"?

A6: Active status is defined under Q&A No. 3. For purposes of this Section C, it will also apply to engineers assigned to yard service.

Q7: May an employee request bereavement leave while on vacation?

A7: No. The employee may take three (3) days prior to or subsequent to the vacation period provided all other conditions are met.

Q8: If an engineer on a GEB elects to take their bereavement prior to their vacation will their guarantee be forfeited?

A8: No

### **Article III, Section D – Standardized Make-Whole Payments**

- Q9: When a pool engineer on a blueprinted pool fills a vacancy as described in Section 3, how will their pool turn be handled?  
A9: The engineer will carry their turn with them and upon tie up from such an assignment, one trip count will be added to their turn.
- Q10: When a pool engineer on a non-blueprinted pool fills a vacancy as described in Section 3, how will their pool turn be handled?  
A10: The engineer will carry their turn with them and upon tie up from such an assignment their turn will be placed at the bottom of the pool.
- Q11: When a pool engineer fills a vacancy as described in Section 3, how will they be compensated?  
A11: They will be paid the greater of either the actual amount earned or the amount listed in the flat rate table provided in Section D(1) for their respective pool.
- Q12: How will an engineer on a pool assignment laid off for rules, company business, etc., be compensated?  
A12: If their turn is ran, they will be compensated the Make Whole amount listed in the flat rate table in Section D(1) for their respective pool.

### **Article III, Section F – Delayed Lodging**

- Q13: If an engineer fails to adjust their rest are they entitled to a delayed lodging claim?  
A13: No, rest must be adjusted to validate the claim.

### **Article IV, Section E – Positioning of Pool Freight Turns**

- Q14: Under section 2 of this article how would an engineer be compensated?  
A14: Same as A11 above.

### **Article VII, Section C – Preparation of Vacation Schedule and Parameter Allocation.**

- Q15: If the number of vacations allowed increases through a National Negotiated Agreement will the same apply to this agreement?  
A15: Yes

### **Article VII, Section D – Backfilling Vacation Weeks.**

- Q16: If an engineer vacates their scheduled week to an open week, what happens to the week they vacated?  
A16: It will be treated as an open week and other engineers can bid to it.

**ATTACHMENT "A"**

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

and

SMART-TRANSPORTATION DIVISION

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

---

PREPONDERANCE OF SERVICE FOR VACATION QUALIFICATION

(321014142210)

---

UP, SMART-TD, and BLET jointly desire to modify provisions governing the craft grouping of train and engine service employees within the Denver Hub, the Salina Hub, and the Eastern District. The parties acknowledge there is a benefit to both UP and its employees to determine vacation schedules based on a preponderance of service standard rather than by a specific date as provided in existing agreements. UP, SMART-TD, and BLET jointly desire to modify provisions governing the craft qualification for each organizations' perspective contractual vacation benefits. In addition, UP, SMART-TD, and BLET jointly desire to modify provisions governing floating of vacations by union officers and their designees.

**Accordingly, IT IS AGREED:**

- A. The Parties mutually agree that the manner in which the crafts of engineer and train service are determined for an employee for vacation scheduling purposes only, shall be based on the location, craft, and class 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. For the purposes of this Agreement, Firemen-in-Training (FIT) will be classified as train service employees with consideration being given to the location and class of service where the on-the-job training portion of the training is performed. This will not however, serve to alter the adjustment of vacation periods for FIT's to accommodate required training regimens during the 6-month training program.

**B.** The duly elected BLET local chairperson representing engineers (or his/her designee(s)), shall be allowed to float his/her vacation if he/she administers a vacation grouping for his/her members regardless of whether he/she was working in train service at the time vacation qualification was determined. The duly elected SMART-TD local chairperson representing train service employees (or his/her designee(s)), shall be allowed to float his/her vacation if he/she administers a vacation grouping for his/her members regardless of whether he/she was working in engine service at the time vacation qualification was determined. The duly elected SMART-TD-E local chairperson, representing firemen-in-training, hostlers and/or hostlers helpers (or his/her designee(s)), shall be allowed to float his/her vacation if he/she administers a vacation grouping for his/her members regardless of whether he/she was working in train or engine at the time vacation qualification was determined.

**NOTE:** The number of designees allowed to float their vacations per local Committee will be approved on a case by case basis, with Carrier reserving the right to limit that number in the event the number of people designated to administer vacation is disproportionate to the number of weeks that Committee schedules.

**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 unless modified by other understandings or agreements by the parties.

**D.** This Agreement will be effective for vacation year 2015 and may be cancelled by either party with the serving of a ten (10) day advance written notice to the other parties prior to September 20 of the applicable calendar year. However, the parties agree if there is any dispute over the application of this Agreement, the Director Labor Relations and General Chairmen will attempt to resolve the issues prior to cancellation. If cancelled, vacations will be scheduled in accordance with preexisting agreement provisions.

8TH

DECEMBER

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**For the Carrier:  
/S/ BETH WILDERMAN**

**Beth Wilderman  
Director Labor Relations**

**For the Organizations:**

**/S/ D. GEISLER**

---

**Mr. D Geisler  
General Chairman – BLET**

**/S/ B. LEONARD**

---

**Mr. B. Leonard  
General Chairperson – SMART-TD**

Date

Side Letter #1

Mr. C.M. Lambert  
General Chairman – BLEET  
7313 E. Winterberry St.  
Wichita, KS 67226

Dear Mr. Lambert,

The following will address the one-time administration of personal leave days awarded on January 1, 2022 due to the modification of the January 1<sup>st</sup> through December 31<sup>st</sup> fiscal year to an August 1<sup>st</sup> to July 31<sup>st</sup> calendar year pursuant to Article III, B.1. Therefore, IT IS AGREED:

On January 1, 2022, qualifying employees will be awarded the equivalent of two-thirds (2/3) of their personal leave days allotment to account for the days awarded between January 1, 2022 and July 31, 2022.

Example: An employee with 20 years of service qualifying for 11 personal leave days will receive two-thirds, or 7 personal leave days.

Example: An employee with 5 years of service qualifying for 4 personal leave days will receive 3 days.

Qualifying employees will be allowed to use personal leave days awarded between January 1<sup>st</sup>, 2022 through and including July 31<sup>st</sup>, 2022. Any unused personal leave and/or carry-over days will automatically bank on August 1, 2022.

Sincerely,

Jennifer Powell  
Director - Labor Relations

I concur:

---

Mr. Chad Lambert,  
General Chairman, BLEET UPED

Date

Side Letter #2

Mr. C.M. Lambert  
General Chairman – BLET  
7313 E. Winterberry St.  
Wichita, KS 67226

Dear Mr. Lambert,

This refers to Article I – Financial Interactions.

This confirms our understanding that there may be times wherein the Carrier mistakenly over deposits funds into an employee's designated direct deposit banking account. Therefore, IT IS AGREED: Should the Carrier inadvertently deposit an over payment into an employee's designated account, the Carrier will be required to notify the employee prior to deducting any such funds from the employee's designated banking account.

Sincerely,

Jennifer Powell  
Director - Labor Relations

I concur:

---

Mr. Chad Lambert,  
General Chairman, BLET UPED

Date

Side Letter #3

Mr. C.M. Lambert  
General Chairman – BLET  
7313 E. Winterberry St.  
Wichita, KS 67226

Dear Mr. Lambert,

This refers to the “carry turn” feature outlined within Article IV, Section 3 – Positioning of Pool Freight Turns.

This confirms our understanding that the “carry turn” concept is something new to the UP Eastern District and may pose unforeseen difficulties to some of the pool operations. Therefore, IT IS AGREED: Should a pool experience difficulties due to the “carry turn” feature, the parties will meet to discuss such difficulties and work together to find a reasonable solution.

Sincerely,

Jennifer Powell  
Director - Labor Relations

I concur:

---

Mr. Chad Lambert,  
General Chairman, BLET UPED

***November 2021 - Teamsters Hall***  
***11/08/2021 09:01***

Open meeting with due form.

Motion to suspended reading of previous minutes by Brian McCoy 2<sup>nd</sup> by Brian Held 11-1 in favor

**BLE 183 Report:**

RE51: 23 turns on, calls for 22.93

RE10: 12 turns on, calls for 12.39

**BLE 699 Report :**

RE56: 9 turns on calls for 5.75-9.57

**Extra Boards:**

No Report

**Legislative:**

No report

**New Members:**

none

**Financial Report:**

\$4356.50 and 79 members.

Motion to accept financial report by Brian McCoy 2<sup>nd</sup> Dave Winchester Unanimous

**Unfinished Business:**

Vaccination mandate moved to Jan 4th

New Supt: Mike Azurello

Annual dinner was smaller turnout than normal but special thanks to Dennis Beck and Dennis Lindsey for picking up the tab.

**New Business:**

L/C Brooner is retiring Dec. 1<sup>st</sup> so 1<sup>st</sup> vice Dwight Zahnow will be assuming L/C duties a month early.

Gen Committee has filed suit against vaccine mandate. Depositions have to be in Nov 8<sup>th</sup>. SMART, BLET and BMW are joining together in suit. Carrier has until Nov 17<sup>th</sup> to respond.

Can't get any info from carrier about their position on mandate. Not saying if unvaccinated employees will be terminated or medically disqualified.

G/C Lambert attended meeting to answer questions about vacation agreement and vaccine mandate.

Committee is trying to get the company to make it easier to submit proof of vaccination

Vacation agreement passed 10-6 among all committees, goes in effect Dec 1<sup>st</sup>

G/C Lambert is going to look into way of making carrier follow agreement of letting engineer's lay off miles if they have their miles for the month.

Make sure you are CYA if your crew ties up before talking to dispatcher about being released after an automatic release. Supt bulletin says you must contact dispatcher before tie up. Make sure if your crew ties up you tie up after them.

UP owns the tracks all the way to the fence at Kellogg's. Kellogg's is not supposed to be past the gate with their track machine. Let L/C Zahnow know about any switching by Kelloggs outside the gate.

Any 3 events involving EMS or PTC be prepared to receive a letter of investigation

Make sure you answer the vaccination question on the broadcast message one way or the other

Vacations are due by Nov 30<sup>th</sup>

If you want L/C Zahnow or 1<sup>st</sup> Vice Held to be able to review your time claims get them your user ID's

#### **Recently passed away:**

#### **Sick and Injured:**

Jason Ward  
Justin Nickell  
Kelly Nesmith  
Kris Everson  
Chris Behrens

*Motion to suspend reading the minutes by Brian McCoy 2nd Terry Brooner, unanimous*

---

*Meeting adjourned 10:30*

December 2021 - Teamsters Hall  
12/13/2021 09:01

Open meeting with due form.

Motion to suspended reading of previous minutes by Dave Winchester<sup>2<sup>nd</sup></sup> by Brian Held 3-2 in favor

**BLE 183 Report:**

RE51: 22 turns on, calls for 21.86

RE10: 14 turns on, calls for 12 may cut 1 today due to catching up ratio boards with 2nd's

**BLE 699 Report :**

RE56: 8 turns on calls for 4.11-9.25 7.25

**Legislative:**

No report

**New Members:**

Chris Galvan

**Financial Report:**

4619.68 and 78 members.

Motion to accept financial report by Brian McCoy 2nd Jeff Mimick Unanimous

**Unfinished Business: None**

**New Business:**

As of 01/01/2022 failure to comply with EMS will be a chargeable offense. Will not be handled locally it will be filed by the Harriman

L/C Zahnow has been working with HDC to catch up 2nd's from being behind in Fremont. Make sure you are filing ratio board claims.

We have an annual bulletin coming up for any peer training positions that may come up through out the year. If peer trainers are needed the L/C and carrier will fill position from bidders.

Erin Batt is being replaced by James Brooks.

Erin was trying to get more trains added to the Sioux City pool to move glut of cars out of CB.

Vacations are out

Working kinks out for carrying your turn when you work a make whole so the turns behind know that your turn isn't actually there

If you unlink from a midtrain DPU for a setout or leave it as the leader, make sure you are securing it properly and set up as the leader. This is specifically happening for the MCBSS in Sioux City

If CMS tries to contact all of your numbers on file when you've been bumped you are considered notified 8 hrs later, whether you've actually been contacted or not. your 48 hours starts 8 hrs after CMS tries all the numbers on file

**Recently passed away:**

**Sick and Injured:**

**Rob Smith**

**Justin Nickell**

**Kelly Nesmith**

**Kris Everson**

Chris Behrens

Motion to suspend reading the minutes by Dave Winchester 2nd Tom Caudillo, 5-1

**Meeting adjourned 09:59**