

AGREEMENT

THIS AGREEMENT is made this ___ day of [Month], 2025 by and between the Union Pacific Railroad Company (hereinafter referred to as the Carrier) and its employees represented by the Brotherhood of Locomotive Engineers and Trainmen (hereinafter referred to as the Organization).

IT IS HEREBY AGREED:

ARTICLE I – WAGES

Section 1 – First General Wage Increase

- (a) Effective July 1, 2025, all standard basic daily rates of pay for employees represented by the Brotherhood of Locomotive Engineers and Trainmen ("BLET") in effect on June 30, 2025 shall be increased by four (4) percent.
- (b) In computing the increase under paragraph (a) above, four (4) percent shall be applied to the standard basic daily rates of pay applicable in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic daily rate of pay:

Passenger	- 600,000 and less than 650,000 pounds
Freight	- 950,000 and less than 1,000,000 pounds (through freight rates)
Yard Engineers	- Less than 500,000 pounds
Yard Firemen	- Less than 500,000 pounds (separate computation covering five- day rates and other than five-day rates)

Section 2 – Second General Wage Increase

Effective July 1, 2026, all standard basic daily rates of pay in effect on June 30, 2026 for employees represented by the BLET shall be increased by three-and-three-quarters (3.75) percent, computed and applied in the same manner prescribed in Section 1(b) above.

Section 3 – Third General Wage Increase

Effective July 1, 2027, all standard basic daily rates of pay in effect on June 30, 2027 for employees represented by the BLET shall be increased by three-and-one half (3.5) percent, computed and applied in the same manner prescribed in Section 1(b) above.

Section 4 – Fourth General Wage Increase

Effective July 1, 2028, all standard basic daily rates of pay in effect on June 30, 2028 for employees represented by the BLET shall be increased by three-and-one-quarter (3.25) percent, computed and applied in the same manner prescribed in Section 1(b) above.

Section 5 – Fifth General Wage Increase

Effective July 1, 2029, all standard basic daily rates of pay in effect on June 30, 2029 for employees represented by the BLET shall be increased by three (3) percent, computed and applied in the same manner prescribed in Section 1(b) above.

Section 6- Standard Rates

The standard basic daily rates of pay produced by application of the increases provided for in this Article are set forth in Appendix 1, which is a part of this Agreement.

Section 7 - Application of Wage Increases

- (a) The adjustments provided for in this Article (i) will apply to mileage rates of pay for overmiles, and (ii) will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money.
- (b) Miscellaneous rates based upon hourly or daily rates of pay, as provided in the schedules or wage agreements, shall be adjusted under this Agreement in the same manner as heretofore increased under previous wage agreements.
- (c) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.
- (d) Daily earnings minima shall be changed by the amount of the respective daily adjustments.
- (e) Existing money differentials above existing standard daily rates shall be maintained.
- (f) In local freight service, the same differential in excess of through freight rates shall be maintained.
- (g) Where applicable, the differential of \$4.00 and/or \$6.00 per basic day in freight, passenger and yard service, and 4¢ and/or 6¢ per mile for miles in excess of the number of miles encompassed in the basic day in freight and passenger service, will be maintained for engineers working without firemen on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required. Such differential will continue to be applied in the same manner as the local freight differential.
- (h) In computing the first increase in rates of pay effective under Section 1 for firemen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number comprising a basic day, which are therefore paid on a daily basis without a mileage component, whose rates had been increased by "an additional \$.40" effective July 1, 1968, the four (4) percent increase shall be applied to daily rates in effect on the day preceding the effective date of the general wage increase provided for in Section 1, exclusive of local freight differentials and any other money differential above existing standard daily rates. For firemen, the rates

applicable in the weight-on-drivers bracket 950,000 and less than 1,000,000 pounds shall be utilized in computing the amount of increase. The same procedure shall be followed in computing the increases effective July 1, 2026, July 1, 2027, July 1, 2028, and July 1, 2029. The rates produced by application of the standard local freight differentials and the above-referred -to special increase of "an additional \$.40" to standard basic through freight rates of pay are set forth in Appendix 1 which is a part of this Agreement.

(i) Other than standard rates:

(i) Existing basic daily rates of pay other than standard shall be changed, effective as of the dates specified in Sections 1, 2, 3, 4, and 5 hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as the standard rates were determined.

(ii) Where applicable, the differential of \$4.00 and/or \$6.00 per basic day in freight, passenger and yard service, and 4¢ and/or 6¢ per mile for miles in excess of the number encompassed in the basic day in freight and passenger service, will be maintained for engineers working without firemen on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required. Such differential will continue to be applied in the same manner as the local freight differential.

(iii) Daily rates of pay, other than standard, of firemen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number encompassed in the basic day, which are therefore paid on a daily basis without a mileage component, shall be increased as of the effective dates specified in Sections 1, 2, 3, 4, and 5 hereof by the same respective percentages as set forth therein, computed and applied in the same manner as provided in paragraph (i)(i) above.

(j) Trip Rates established pursuant to Article V of the 2003 BLET Agreement shall be adjusted by application of the general wage increases provided for in this Article I, in the manner set forth in Article V, Part B, Section 4(c)(1) of that Agreement.

ARTICLE II – VACATION

Section 1 - Vacation Accrual Acceleration

Effective January 1, 2026, the provisions of the National Vacation Agreement will be amended to reflect the following accrual schedules for employees with six or more years of continuous service:

(a) Each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two

hundred forty (240) basic days in miles or hours paid for, as provided in individual schedules.

- (b) Each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.
- (c) Each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having six or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said six or more years of continuous service renders service of not less than nine hundred and sixty (960) basic days in miles or hours paid for as provided in individual schedules.
- (d) Each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having fifteen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said fifteen or more years of continuous service renders service of not less than two thousand four hundred (2,400) basic days in miles or hours paid for as provided in individual schedules.
- (e) Each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty three or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to two hundred forty (240) basic days in miles or hours paid for as provided in individual schedules and during the said twenty three or more years of continuous service

renders service of not less than three thousand six hundred and eighty (3,680) basic days in miles or hours paid for as provided in individual schedules.

- (f) In the application of (a) – (e) above, each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only.
- (g) Calendar days on which an employee assigned to an extra list is available for service and on which days they perform no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

Note: The 90 and 45 calendar days referred to in this Paragraph 1(g) shall not be subject to the 1.3 and 1.6 computations provided for in Paragraph 1(a), (b), (c), (d), and (e), respectively.

ARTICLE III – HEALTH AND WELFARE

Part A – Plan Changes

Section 1 – Continuation of Plan

The Railroad Employees National Health and Welfare Plan (“the Plan”), The Railroad Employees National Dental Plan (“the Dental Plan”), The Railroad Employees National Vision Plan (“the Vision Plan”), modified as provided in this Article with respect to employees represented by the Organization and their eligible dependents, shall be continued subject to the provisions of the Railway Labor Act.

Section 2 – Plan Design Changes

The Plan’s Managed Care Program “(MMCP)” and the Comprehensive Health Care Benefit (CHCB) shall both be revised as follows:

- a) Plan coverage for surviving dependents will be extended through the end of the sixth (6th) month following the month in which the employee dies.
- b) Plan benefits will include male sterilization procedures (i.e., vasectomy), not including reversals.

The plan design changes contained in this Section 2 shall be applicable on the effective date of this Agreement, or as soon thereafter as practicable.

Section 3 – Plan Design Changes to Contain Costs

- a) The Plan's Prescription Drug Card Program and Mail Order Prescription Drug Program shall be revised to include the PBM's full utilization management rules package for specialty drugs and four additional non-specialty therapeutic classifications (anti-infective agents, central nervous system, gastroenterology and ophthalmology).
- b) The Plan shall implement improper billing detection and mitigation programs where available with the Plan's medical vendors.
- c) The Plan shall implement out-of-network referenced-based pricing programs where available with the Plan's medical vendors.
- d) The monthly payment for employees who elect to opt-out of coverage under the Plan will be increased from \$100 to \$200.

The plan design changes contained in this Section 3 shall be applicable on the effective date of this Agreement, or as soon thereafter as practicable.

Section 4 - Plan Design Changes – The Dental Plan

The individual annual maximum dental benefit under the Railroad Employees National Dental Plan will be increased from \$1,500 to \$2,500, and the individual lifetime maximum orthodontia benefit will be increased from \$1,000 to \$2,500.

The plan design changes in this Section 4 shall be applicable on the effective date of this Agreement, or as soon thereafter as practicable.

Section 5 - Plan Design Changes – The Vision Plan

The vision frame allowance under the Railroad Employees National Vision Plan will be increased from \$115 every two years to \$250 every two years.

The plan design changes in this Section 5 shall be applicable on the effective date of this Agreement, or as soon thereafter as practicable.

Section 6 – Plan Design –Employee-Only, Reduced-Rate Option

The Plan will offer a medical coverage option with a reduced, employee-only rate as follows:

- a) There will be a single funding pool to include existing plan options and the new reduced-rate option.

- b) The employee-only reduced-rate option employee monthly contribution will be ten percent (10%) of the Carrier's Monthly Payment Rate (as defined below), and will be subject to the provisions of the Side Letter covering contribution rates during the post-2030 amendable period (attached).
- c) The employee-only reduced-rate option will be HSA eligible.
- d) The reduced-rate option will have the following plan design features:

b)	In Network	Out of Network
Deductible	\$2,500	\$5,000
Out of pocket maximum	\$5,000	\$10,000
Coinsurance – office visits and in/outpatient care	90% after deductible	70%
RX – generic coinsurance (retail and mail order)	10% after deductible	75% of R&C
RX – formulary (retail and mail order)	20% after deductible	75% of R&C
RX – non-formulary (retail and mail order)	30% after deductible	75% of R&C
Employee contributions	10% of payment rate (2025 = \$185.03/month)	

The plan design changes contained in this Section 6 shall be applicable on the effective date of this Agreement, or as soon thereafter as practicable.

Part B – Employee Sharing of Plan Costs

Section 1 - Monthly Employee Cost-Sharing Contributions (Not Applicable to Employee Only, Reduced-Rate option)

- a) Effective on the date of this Agreement, each employee covered by this Agreement shall contribute to the Plan, for each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for the employee and/or the employee's dependents, a monthly contribution equal to 15% of the Carriers' Monthly Payment Rate. Effective on each subsequent January 1, the monthly employee cost-sharing contribution shall be adjusted to reflect 15% of the Carrier's Monthly Payment Rate for the relevant year.
- b) For purposes of subsection (A) above, the "Carrier's Monthly Payment Rate" for any year shall mean one twelfth of the sum of what the carrier's monthly payments to:
 - 1) the Plan for foreign-to-occupation employee and dependent health benefits, employee life insurance benefits and employee accidental death and dismemberment insurance benefits,
 - 2) the Dental Plan for employee and dependent dental benefits, and

- 3) the Vision Plan for employee and dependent vision benefits

Part C – Other

If existing national health care legislation is repealed, the parties will meet and confer on a voluntary basis to discuss the benefits that were previously mandated.

ARTICLE IV – GENERAL PROVISIONS

Effect of this Agreement

- (a) The purpose of this Agreement is to settle the disputes growing out of the notices served upon the Organization by the Carrier on or subsequent to November 1, 2024 (including any notices outstanding as of that date), and the notices served by the Organization signatory hereto upon the Carrier on or subsequent to November 1, 2024 (including any notices outstanding as of that date).
- (b) This Agreement shall be construed as a separate agreement by and on behalf of Carrier and its employees represented by the Organization signatory hereto, and shall remain in effect through December 31, 2029 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- (c) No party to this Agreement shall serve or progress, prior to November 1, 2029 (not to become effective before January 1, 2030), any notice or proposal.
- (d) This Article will not bar management and the Organization on individual railroads from agreeing upon any subject of mutual interest.

Signed on the ___ day of _____, 2025.

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**


Maqui Parkerson, Vice President
Labor Relations

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**


Scott Alexander, General Chairman
BLET UPSR


Kyle Bagby, General Chairman
BLET UPCR


Brian Carr
Brian Carr, General Chairman
BLET UPWL

~~Richard~~ Richard Crow

Richard Crow, General Chairman
UPNR

CML

Chad Lambert, General Chairman
UPED

wjw

William Wallace, General
Chairman UPWR

[date]

Side Letter #1

Mr. Kyle Bagby
320 Brooks Dr., Ste 115
Hazelwood, MO 63042

Mr. Scott Alexander
835 SW Alsbury Blvd., Ste H
Burleson, TX 76028

Mr. Richard Crow
501 N. 2nd St.
Clinton, IA 52732

Mr. Chad Lambert
7313 E. Winterberry St.
Wichita, KS 67223

Mr. Willam Wallace
1804 Washington Ave.
La Grande, OR 97850

Mr. Brian Carr
1902 Orange Tree Ln., Ste 120
Redlands, CA 92374

Dear Sirs:

This confirms our understanding and agreement regarding the employee contribution to the Railroad Employees National Health and Welfare Plan. For each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for themselves and/or their dependents, a monthly cost-sharing contribution by the employee shall be made in an amount equal to 15% (fifteen percent) of the Carrier's then current Monthly Payment Rate. In the event new collective agreements are not negotiated and ratified prior to January 1, 2031, the monthly cost-sharing contribution will not be increased beyond the rate last established under the terms of the _____, 2025 agreements.

Upon ratification of the successor agreement(s), the full 15% employee contribution rate will be reinstated unless otherwise agreed. If the negotiations for such successor agreement(s) result in retroactive wage increases applicable for the period that the parties are in negotiations and the employees' monthly contribution to the Health and Welfare Plan would have otherwise exceeded the rate established under the predecessor agreements, retroactive application will also be applicable to those contribution increases.

This arrangement shall not be cited in future negotiations under Section 6 of the Railway Labor Act (up through and including a Presidential Emergency Board or interest arbitration) as a reason or justification for any future increase in compensation or limit or reduction in employee health care contributions.

Please acknowledge your concurrence by signing in the space provided below.

Sincerely,


Maqui Parkerson
Vice President, Labor Relations

I concur:

SA

Scott Alexander,
General Chairman BLET UPSR

KJB

Kyle Bagby,
General Chairman BLET UPCR

BPC

Brian Carr

Brian Carr,
General Chairman BLET UPWL

~~Red~~ Richard Crow

Richard Crow,
General Chairman UPNR

CML

Chad Lambert,
General Chairman UPED

wjw

William Wallace,
General Chairman UPWR

[date]

Side Letter 2

Mr. Kyle Bagby
320 Brooks Dr., Ste 115
Hazelwood, MO 63042

Mr. Scott Alexander
835 SW Alsbury Blvd., Ste H
Burleson, TX 76028

Mr. Richard Crow
501 N. 2nd St.
Clinton, IA 52732

Mr. Chad Lambert
7313 E. Winterberry St.
Wichita, KS 67223

Mr. William Wallace
1804 Washington Ave.
La Grande, OR 97850

Mr. Brian Carr
1902 Orange Tree Ln., Ste 120
Redlands, CA 92374

Dear Sirs:

This confirms our understanding with respect to the general wage increase provided for in Article I, Section 1 of this Agreement. The Carrier agrees to pay the general wage increase, less the amount paid pursuant to the interim wage increase made pursuant to the Proposed Interim Raise Offer dated August 19, 2025, retroactively from July 1, 2025, as the parties entered into this Tentative Agreement before September 30, 2025.

The Carrier will make all reasonable efforts to pay the retroactive portion of such general wage increases within sixty (60) days of the Agreement's ratification, or as soon as possible thereafter. In the event payment cannot be made within the sixty (60) days set forth herein, the Carrier will notify the Organization in writing as to why and will provide an adjusted date for payment.

Please acknowledge your concurrence by signing in the space provided below.

Sincerely,


Maqui Parkerson
Vice President, Labor Relations

I concur:

SA

Scott Alexander,
General Chairman BLET UPSR

KJB

Kyle Bagby,
General Chairman BLET UPCR

BPC

Brian Carr,
General Chairman BLET UPWL

Richard Crow

Richard Crow,
General Chairman UPNR

CML

Chad Lambert,
General Chairman UPED

wjw

William Wallace,
General Chairman UPWR

[date]

Side Letter 3

Mr. Kyle Bagby
320 Brooks Dr., Ste 115
Hazelwood, MO 63042

Mr. Scott Alexander
835 SW Alsbury Blvd., Ste H
Burleson, TX 76028

Mr. Richard Crow
501 N. 2nd St.
Clinton, IA 52732

Mr. Chad Lambert
7313 E. Winterberry St.
Wichita, KS 67223

Mr. William Wallace
1804 Washington Ave.
La Grande, OR 97850

Mr. Brian Carr
1902 Orange Tree Ln., Ste 120
Redlands, CA 92374

Dear Sirs,

This confirms our understanding with respect to the Electronic Paycheck and Paystubs. Unless prohibited by applicable law, all employees will be paid by electronic deposit.

- (1) Employees who do not have electronic deposit already established must sign up for electronic deposit by November 01, 2025.
- (2) Effective November 1, 2025, paystubs will only be available electronically, unless prohibited by applicable state law.
- (3) The Carrier will establish a process to accommodate employees who may not have access to its systems for the purpose of viewing or printing electronically.

Please acknowledge your concurrence by signing in the space provided below.

Sincerely,


Maqui Parkerson
Vice President, Labor Relations

I concur:

SA
Scott Alexander,
General Chairman BLET UPSR

KJB

Kyle Bagby,
General Chairman BLET UPCR

BPC

Brian Carr

Brian Carr,
General Chairman BLET UPWL

Richard Crow

Richard Crow,
General Chairman UPNR

CML

Chad Lambert,
General Chairman UPED

wjw

William Wallace,
General Chairman UPWR

[date]

Side Letter 4

Mr. Kyle Bagby
320 Brooks Dr., Ste 115
Hazelwood, MO 63042

Mr. Scott Alexander
835 SW Alsbury Blvd., Ste H
Burleson, TX 76028

Mr. Richard Crow
501 N. 2nd St.
Clinton, IA 52732

Mr. Chad Lambert
7313 E. Winterberry St.
Wichita, KS 67223

Mr. William Wallace
1804 Washington Ave.
La Grande, OR 97850

Mr. Brian Carr
1902 Orange Tree Ln., Ste 120
Redlands, CA 92374

Dear Sirs:

This confirms the parties signatory hereto have agreed to the terms outlined in Attachments A, B and C, modifying the existing System Time Claim and Discipline Agreements, as well as the meal allowance for engineers tied up at their away from home terminal.

Attachment A – System Discipline Agreement

Attachment B – System Time Claim Agreement

Attachment C – Away from Home Meal Allowance

Please acknowledge your concurrence by signing in the space provided below.

Sincerely,



Maqui Parkerson
Vice President, Labor Relations

I concur:

SA

Scott Alexander,
General Chairman BLET UPSR

KJB

Kyle Bagby,
General Chairman BLET UPCR

BPC

Brian Carr

Brian Carr,
General Chairman BLET UPWL

Richard Crow

Richard Crow,
General Chairman UPNR

CML

Chad Lambert,
General Chairman UPED

wjw

William Wallace,
General Chairman UPWR

SYSTEM AGREEMENT – DISCIPLINE

This agreement provides for a uniform method for handling discipline and attendance policy related matters. The February 28, 1996 System Agreement – Discipline Rule and any other local agreements related to the handling of discipline matters are hereby superseded and replaced by this Agreement.

I. General

- A. Engineers will not be disciplined without just and sufficient cause as determined by a fair and impartial investigation except as provided below. Engineers may be held out of service pending an investigation if they are subject to permanent dismissal.
- B. This Agreement is not intended to modify or replace Carrier policies pertaining to discipline or attendance, except to the extent a Carrier policy may conflict with this Agreement, this Agreement will govern.
- C. This Agreement is not intended to modify or replace “By-Pass” or “Companion” agreements.

II. Notice of Investigation (NOI)

- A. Within ten (10) days of the time the appropriate Company Officer knew, or should have known of an alleged offense, the engineer will be given written notice of the specific charges against them (Notice of Investigation).
 - 1. The Notice of Investigation (“NOI”) will include the time, date, Charging Manager, and place where the investigation will be held, and will be furnished sufficiently in advance to allow for the engineer to arrange for BLET representation and witnesses. The NOI will also include the proposed discipline to be assessed if the investigation is waived and witnesses expected to be called.
 - 2. The NOI will be sent by mail (e.g., certified mail U.S. Mail, or UPS providing proof of mailing and/or delivery) to the last known address of record with the Carrier for the engineer.
 - 3. A copy of the NOI will be furnished to the appropriate BLET Local

Chairman via electronic means (i.e., email) at the last known email address on file with the Carrier. A courtesy copy will also be provided to the BLET General Chairman via electronic means at the last known email address on file with the Carrier. This same method of delivery will apply to any additional correspondence, including, but not limited to, amendments to the NOI and postponements to the investigation.

- B. The parties commit to work together to incorporate an electronic means of communication between the Carrier and charged employee.

III. Informal Conference(s)

- A. The engineer and the BLET Local Chairman (or designee) may contact the designated Carrier officer (e.g. Charging Manager or Superintendent) prior to the investigation and arrange for an informal conference to discuss the alleged offense and proposed discipline. The informal conference may be either in person or by other electronic means (i.e. telephone or video call).
 - 1. If the informal conference results in the charges being dropped, the investigation will be cancelled, and no further action will be taken.
 - 2. For non-dismissal proposed discipline, if the informal conference results in the charges being resolved and the investigation waived, the engineer's record will be updated to reflect the resolution reached.
 - 3. If the informal conference does not result in either (1) or (2) above, the discipline imposed may not exceed the discipline proposed in the NOI (including as amended within time limits pursuant to Section II).
- B. It is understood that an engineer will not be permitted to waive an investigation when the proposed discipline is permanent dismissal.

IV. Investigation

- A. Unless postponed for good cause, the investigation will be held within ten (10) days after the date of the NOI. Except in extreme cases, investigations shall not be postponed beyond thirty (30) days from the date originally scheduled.

NOTE: In the application of this Paragraph A, it is understood that the parties will exercise reasonable judgement in the postponement of investigations.

- B. When practicable, the investigation will be held at the engineer's home terminal. When it is not practicable, the investigation will be held at a location that will minimize the travel, inconvenience, and loss of time for all engineers involved. When an engineer is required to travel to an investigation at other than his or her home terminal, the engineer will be reimbursed for actual, reasonable, and necessary expenses incurred.
- C. The charged engineer and/or the BLET Local Chairman (or designee) will be allowed to examine evidence to be presented at the investigation as far in advance as reasonably practicable to provide for adequate time to prepare for the investigation. Upon request by the BLET representative, a copy of the evidence will be provided either in person or via electronic means as far in advance as reasonably practicable to provide for adequate time to prepare for the investigation.

NOTE: Copies of evidence to be provided will exclude evidence of a proprietary nature such as but not limited to Track Image Recorders (TIR), inward facing cameras, "black box" downloads and/or drone footage but does not exclude still snap shots (i.e., hardcopies that would otherwise be entered as evidence). The BLET representative will be allowed to view this type of evidence in advance of the Hearing.

- D. At the investigation, the engineer and/or BLET Local Chairman (or designee), will be afforded the opportunity to examine and/or cross-examine all witnesses. This will extend to all matters under investigation. The hearing officer, the BLET Local Chairman (or designee), or the charged engineer may request that the witnesses be sequestered.
 - 1. Engineers attending an investigation as witnesses at the direction of the Carrier will be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred. When no time is lost, witnesses will be paid for actual time attending the investigation with a minimum of four (4) hours to be paid at the rate of the last service performed.
 - 2. The charged engineer or the BLET Local Chairman (or designee) may request the Carrier to direct a witness to attend an investigation, provided sufficient advance notice is given as well as a description of the testimony the witness is expected to provide. If the Carrier declines to call the witness and the witness attends at the request of the engineer or representative and provides relevant testimony which would not otherwise

have been in the record, the Carrier will compensate the witness as if it had directed the witness to attend pursuant to Section D.1 above.

NOTE: It is understood that an engineer who attends an investigation as witness will not accumulate any attendance points and/or discipline for the associated layoff.

- E. Crew Management Services will be notified by the appropriate local manager in advance of the hearing so as to allow the charged employee and/or witnesses adequate time to be rested and available for the investigatory hearing in accordance with hours-of-service regulations. Engineers that are laid off by CMS in "LI" status or similar, will be considered as unavailable and their guarantee will be reduced by one guarantee day for each 24-hour period or portion thereof, and will not be used towards the forfeiture of guarantee.
- F. The investigation will be recorded and transcribed. If the accuracy of the transcript is questioned, the media used will be examined by both parties and, if necessary, the transcript will be corrected.

NOTE: The use of the term "media" recognizes the future possibilities of improved electronic methods of recording and transcription.

V. Notice of Discipline Assessed (NODA)

- A. A written decision regarding discipline and a copy of the transcript will be issued no later than ten (10) days after the completion of the investigation.
 - 1. The NODA will be sent to the engineer by mail (e.g., certified mail U.S. mail or UPS providing proof of mailing and/or delivery) to the last known address of record with the Carrier.
 - 2. The NODA, transcript, and exhibits will be sent via electronic means to the BLET General Chairman of record. In addition, an electronic courtesy copy of the NODA will be sent to the BLET Local Chairman.
- B. If discipline is not assessed, the engineer's record will be expunged, and they will be compensated for all time withheld from service pursuant to the terms of this Agreement (see Article VIII).

NOTE 1: This section applies to an engineer who is withheld from service

pursuant to Article I.A. of this Agreement.

NOTE 2: An engineer who is not withheld from service will be compensated for all time lost with a minimum of a basic day for attending the Hearing.

VI. General Level Conference

- A. The BLET General Chairman (or designee) and the highest designated Labor Relations Officer (or designee) will conference the discipline decision in the month following the postmark (or electronic timestamp) date of the NODA. Conferences will be regularly scheduled during the 15th to the 25th of each month but may be postponed up to five (5) days from the date scheduled by mutual agreement between the parties. Nothing prevents the parties from mutually agreeing to hold the conference prior to the 15th of each month.

NOTE: During this time frame provided (NODA to Conference), it is contemplated that the General Manager (or designee) and the BLET Local Chairman (or designee) may confer to determine if a resolution can be reached locally. The resolution may involve, but is not limited to, further training, education, or other remedial action.

VII. Arbitration

- A. Within ninety (90) days of the parties' conference date, or no later than the time limit listed in the NRAB Uniform Rules of Procedure if the case is listed to the First Division of the NRAB, the parties will exchange written responses of their respective positions for each case denied in conference.

NOTE: The parties' written responses will act as the submissions to the selected tribunal. Any arguments raised by either party in this exchange of correspondence may be addressed during oral arguments at the tribunal.

- B. The highest BLET union officer designated to handle such appeals must list the case(s) before a tribunal having jurisdiction pursuant to the law or agreement within the time frame specified in Section A above. Cases not so listed within this time frame will be considered closed and barred from further handling unless an extension has been mutually agreed to by the parties.

VIII. Calculation of Lost Wages

- A. If by operation of this agreement or as the result of an arbitration decision the

Carrier is required to pay an engineer who has been disciplined for "time lost," the amount due shall be based on the average daily earnings of the engineer for the twelve (12) month period (beginning with the first full month prior to removal from service). The sum of the engineer's earnings during this period will be divided by 365 to arrive at the average daily earnings to be applied in determining the amount of lost wages, based on the number of days of discipline.

1. The twelve (12) month period utilized in determining the engineer's average daily earnings will not include any month(s) in which the engineer experienced unusually low earnings due to circumstances beyond his/her control, such as furlough, personal injury, documented major illness, of the engineer or a family member, etc. It is not the intent section to exclude those months in which the engineer lays off on his/her own accord; however, it is intended the twelve (12) month period utilized will reflect the engineer's normal work habits and history.

Example: An engineer was dismissed in October for an alleged rule violation. Pursuant to an arbitration award, the engineer is reinstated and awarded time lost (back pay). Six (6) months prior to his/her dismissal, said engineer was off-duty (medical leave) for two (2) months (March and April) due to a documented major illness, such as a heart attack.

Calculation of the engineer's average daily earnings for the preceding twelve (12) months will commence with September and will incorporate the prior fourteen (14) months, including September (March and April are excluded due to the engineer having no earnings in those months due to the medical condition).

2. If as a result of an arbitration award, a portion of an engineer's time out of service is converted to a suspension, said suspension will begin on the date the engineer was first withheld from service, unless otherwise specified in the award.
3. It is understood in the calculation of an engineer's lost wages, outside earnings will not be deducted during the time period the engineer was withheld from service.
4. It is understood to accurately determine an engineer's lost wages, the process to do so by the Carrier will commence when the engineer is actively reinstated and is marked up and available for service with the Carrier.

NOTE: In the event an engineer is unable to return to service due to illness, medical disability, or military deployment, the engineer will be made whole pursuant to the award for all time prior to their illness, disability, or military deployment.

B. The Carrier's current practice of adjusting pay for time lost by general wage increases (GWI), cost-of-living adjustments (COLA) and/or entry-rate progression, occurring during the time out of service is recognized and will continue under this Agreement. Pay for time lost will also include retroactive wage payments pursuant to the National/On-Property Agreement and productivity fund payments, if applicable.

C. When an engineer is compensated for time lost in accordance with an arbitration award, the compensation for time lost is to be considered as time worked in the calculation of the engineer's subsequent vacation. When an engineer is compensated for time lost in accordance with an arbitration award the compensation for time lost is to be considered as time worked in the calculation of the engineer's qualification for Personal Leave (PL) days.

NOTE: The formula for calculating the personal leave qualification will be as follows: 170 or 180 annual starts (depending on the number of starts required by agreement) divided by 12 (rounded down) and then multiplied by the number of months of back pay.

EXAMPE 1: $170 / 12 = 14 \times 8 \text{ months back pay} = 112 \text{ starts}$

NOTE: Engineers under the MPUL and MPUL-S agreements are exempt from PL day qualification requirements, so the calculation above does not apply.

D. Appropriate offsets from pay for time lost will be made as specifically required by law or agreement, i.e., periods of incarceration, Railroad Retirement Board unemployment compensation, Part 240 penalties, and/or health and welfare premiums. The union dues recovery provisions will continue to apply for the BLET Northern Region (former CNW) territory.

NOTE: It is understood it will be the engineer's responsibility to seek reimbursement from their Health and Welfare insurance provider for any and all medical related expenses, including vision and dental.

E. The Carrier will provide the BLET General Chairman with a breakdown in back pay calculations (as outlined in this Article), vacation mileage credits, credited personal leave starts, and the months for which the employee will receive RRB credits.

IX. Miscellaneous Provisions

- A. If either party to this Agreement fails to comply with a time limit contained within this Agreement, the discipline will be removed (if the Carrier's failure) or the case will be withdrawn (if the Organization's failure). Cases so disposed of will not be considered as a precedent or a waiver of the contentions of either party as to other factually similar cases. The parties may, by mutual agreement, extend any of the time limit(s) specified in this Agreement.

NOTE: The postmark on the envelope containing such document, receipt date, U.S. Postal Service or UPS tracking log, or electronic timestamp will govern as the date of record if a dispute arises regarding the timeliness of the NOI, NODA, or other such correspondence related to a discipline or attendance case.

- B. The term "in writing" refers to and includes the filing of, or the response to, a case via electronic means. For cases handled via electronic means, the time/date stamp will govern as the date sent or received for such cases. The parties further agree any exchange of correspondence in reference to a case filed may be handled via electronic means up to and including the arbitral process.

This Agreement is effective the 1st day of the month following the date signed by the parties.

SYSTEM AGREEMENT – TIME CLAIM HANDLING

In an effort to provide a method for a condensed and more expedited process of handling time claims, it is agreed that all time claims filed after ratification of this Agreement shall be handled as follows for all BLET General Committees covered by this Agreement with the exception of the UPED General Committee that will continue to be governed by the parties' January 1, 2025 UPED BLET Time Claim Handling Agreement. The February 28, 1996 System Agreement Claim Handling Process and any other local agreements related to the handling of time claims are hereby superseded and replaced by this Agreement.

I. Initial Claim

- A.** All claims must be filed electronically in writing by or on behalf of the engineer(s) with the office of the Carrier authorized to receive same no later than sixty (60) days from the date of the occurrence on which the claim is based. The time limit begins the day after the date of the occurrence. Properly formatted claims will include the time, date, location, and a description of the claim. Claims not filed within the time limit set forth herein will be considered closed and barred from further handling.

NOTE: The term “electronically” means filing via the Carrier’s Timekeeping system being utilized at that time.

- B.** Claims not allowed must be declined by the Carrier to the individual employee or their representative, whoever presented the claim, electronically in writing within sixty (60) days from the date received, giving the reason for such disallowance. Claims not disallowed within the time limit set forth herein will be allowed.

II. Appeals and Conferencing

- A.** If a disallowed claim is to be appealed on behalf of the employee, such appeal must be submitted electronically in writing to the designated Carrier Officer within sixty (60) days from the notice of disallowance. Failing to comply with this provision, the claim will be barred from further handling.

NOTE: For General Committees utilizing an electronic claims system (“e-claims”), the parties agree the Organization will continue to utilize that system or a similar system for the submission of appeals to the Carrier. For General Committees not utilizing an “e-claims” system to submit appeals, the parties agree that such appeals

will be sent electronically via e-mail in a digital format such as PDF to the e-mail address designated by the Carrier to receive such appeals. For those General Committees, the parties agree to continue to explore procuring technology similar to the existing “e-claims” systems used for appealing time claims to the Carrier.

- B.** Within sixty (60) days from the date of the appeal submitted by or on behalf of the employee as described in Paragraph A, the General Chairperson (or designee) and the highest designated Labor Relations Officer (or designee) will conference the claim. Conferences will be regularly scheduled between the 15th and 25th of each month but may be postponed up to ten (10) days from the date scheduled by mutual agreement between the parties.

NOTE: A completed conference report (with signatures) will be exchanged between the parties within (5) days of the conference date unless there is a mutually agreed-to extension which will not exceed (10) days from the date the conference was held.

Example: A claim is appealed by the local chairperson, or designee, on August 1. The claim will be scheduled for conference between August 15 and August 25 or September 15 and 25 at the latest unless postponed in accordance with this Section B.

- C.** Within forty-five (45) days after the conference report is exchanged, all approved claims will be paid with a written confirmation of payment sent to the respective BLET General Chairman (or designee).
- D.** For any appeal not resolved during the conference, the Carrier and the BLET General Chairman (or designee) will have sixty (60) days from the date of the signed conference report to exchange their positions in writing giving the reason(s) for such declination. If the appeal(s) is not declined in writing by the Carrier within the sixty (60) days as set forth herein, the appeal will be allowed. It is understood the Carrier’s written declination of the appeal is separate from the conference report provided for in this section.

NOTE: The parties agree that the initial appeal shall serve as the Organization’s position. Nothing herein precludes either party from filing additional written correspondence after the 60-day period following the conference report further outlining its position up until the point a claim is listed for arbitration as outlined in Article III.

III. Arbitration

- A.** All appeals declined in conference may be listed for arbitration by the BLET General

Chairman (or designee) within twelve (12) months from the conference report date, but no sooner than sixty (60) days from the signed conference report date. Any appeal listed will be filed pursuant to Section 3 of the Railway Labor Act. Any appeal not listed for arbitration within the time frame specified in this section will be considered closed and barred from further handling.

- B. The parties may mutually agree to hold claims in abeyance if a dispute is awaiting adjudication at the National Railroad Adjustment Board, Public Law Board, or a system, group, or regional board of adjustment.

IV. Miscellaneous

- A. If either party to this Agreement fails to comply with a time limit contained within this Agreement, the appeal will be allowed (if the Carrier's failure) or withdrawn (if the Organization's failure). Appeals so disposed of will not be considered as a precedent or a waiver of the contentions of either party as to other factually similar claims. The parties may, by mutual agreement, extend any of the time limit(s) specified in this Agreement after the initial claim is filed with the Carrier.

NOTE: It is mutually agreed that clerical errors (i.e., misspellings, an incorrect file number or date when all other information is consistent with the appeal, etc.) will not be considered a fatal procedural flaw, nor a violation of the time limits as set forth within this agreement.

- B. For claims or appeals handled via electronic means, the time/date stamp will govern as the date received for such claims or appeals. The parties further agree that any exchange of correspondence in reference to a claim or appeal filed may be handled via electronic means up to and including the arbitral process.
- C. This agreement recognizes the right of the Organization to file and pursue claims for and on behalf of its members. Nothing in this agreement prohibits the parties from identifying and implementing innovative claim handling procedures by mutual agreement.
- D. No change in the agreement will be made unless mutually agreed upon by both parties. If either party wishes to modify this Agreement, the parties will meet within sixty (60) days from written notification by either party upon the other that a modification is desired.

This Agreement is effective the 1st day of the month following the date signed by the parties.

SYSTEM AGREEMENT – AWAY FROM HOME MEAL ALLOWANCE

When a locomotive engineer is tied up at other than the designated home terminal for four (4) hours or more, the engineer will receive an away from home meal allowance of \$10.00 and will receive another \$10.00 after being held twelve (12) hours or more.

This Agreement is effective the 1st day of the month following the date signed by the parties.