

**11/4 Implementation Dispute Resolution Interpretation**

**Between**

**UNION PACIFIC RAILROAD COMPANY (UP or Carrier)**

**And its Employees Represented By**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN (BLET or Organization)**

**IT IS AGREED:**

**1. Cross Protect Dispute**

- a) The parties agree implementation will proceed system wide as described below.
  - i) Cross protection is allowed on two or more 11/4 boards that shared or had a common extra board on the date of the signing of the 11/4 Agreement.
  - ii) Post-implementation vacancy procedures will reflect existing agreements or practices in place prior to the implementation of the 11/4 Agreement on a particular territory. To the extent that any secondary source was required to accept calls, employees from that secondary source will be required to accept calls post-implementation. Acceptance is required whether the post-implementation secondary source remains a stand alone board or is ultimately included in an 11/4 work group, in which case all members of the post-implementation work-group will be required to accept calls.
  - iii) When the primary protecting board is exhausted for an out of town or in town start, cross protection will be handled in the following manner. When the primary board is exhausted, engineers on the secondary board or on another secondary source described in 1.a) ii) will be used to protect any work protected by the primary board. In the event the secondary board or source engineer is used on their 11th day or the last day in their applicable work cycle to protect out of town work normally protected by the primary board, such engineers will flip home upon completion of their trip to the away-from-home terminal.
  - iv) The boards established herein shall be maintained to a reasonable staffing level consistent with the traffic levels. It is not the intent to staff one board at a lower level just to be supplemented by another board.
    - (1) If a General Chairman finds the Carrier is staffing one board at a lower level to supplement another board, the General Chairman will notify Crew Management Services. Once notified, the Carrier has two (2) board adjustment periods to adjust, if necessary.
    - (2) If after the adjustment periods, the General Chairman disagrees with the staffing level, the Carrier will meet to confer. If no agreement is reached, the General Chairman may handle the dispute in the normal and customary time claim process.
- b) Engineers on the secondary board called to protect vacancies in the primary board will be eligible for a make whole payment in accordance with existing and applicable agreements

(i.e. flat rate, standardized make whole, or difference in earnings, whichever is applicable). Except as outlined in Side Letter 1, such make whole payment will be counted towards guarantee.

## **2. 4/1 Dispute**

- a) It is understood the mandatory 23 hours undisturbed rest in Article I.B.2.(c) applies to consecutive starts as defined by RSIA, but includes deadheads.
- b) The employee's RSIA starts counter will not reset at the away-from-home terminal if an employee remains at the away-from-home terminal for more than 24 hours after completing their 4th consecutive RSIA start (including deadheads). An employee in this situation can choose to take the 23-hour UDR when they tie up at the home terminal after finishing their 5th start by contacting Crew Management Services.
- c) BLET agrees to withdraw all claims filed in connection with dispute related to 4/1 issues.

## **3. Board placement after rest cycle**

- a) UP agrees engineers will be positioned at the bottom of the board after observing the rest cycle.
- b) BLET agrees to withdraw all claims associated with this board position dispute.

## **4. Standalone/Outlying Extra Boards**

- a) As contemplated in Article I.E.3 of the 11-4 Agreement, the parties will implement a 6/2 work-rest schedule for standalone/outlying extra boards; provided that an 11/4 work-rest schedule will remain an option where a standalone/outlying extra board is large enough to support an 11/4 schedule. Once implemented, the work-rest schedule will not be modified thereafter unless by mutual agreement.
- b) All provisions contained in the 11/4 Agreement dated 08/16/23, and subsequent side letters, will apply to engineers assigned to standalone/outlying extra boards with work-rest schedules. The following exceptions will apply to 6/2 work rest boards:
  - 1. Where the Agreement references 11 available/working days followed by 96 hours of rest (the equivalent of 4 days), will now be 6 available/working days followed by 48 hours of rest (the equivalent of 2 days) respectively.
  - 2. Article I, B, 1, (a) and (b) do not apply.
  - 3. Article I, B, 2, (c) does not apply and Engineers will not have their guarantee or bonus payment reduced or forfeited due to observing Federal Rest.
  - 4. Letter of Understanding 3- will be modified to apply when there are less than eight (8) work groups on a board.

The Carrier and the Organization retain their rights under the 11/4 Agreement.

**5. Completion of Implementation; Withdrawal of Litigation**

- a) The Carrier will complete system wide implementation by July 31, 2025, subject to extension upon mutual agreement by the parties. BLET agrees to refrain from filing additional claims for failure to complete implementation between the effective date of this interpretation and July 31, 2025. The parties will progress all claims for failure to complete implementation filed prior to the effective date of this interpretation to expedited arbitration as contemplated in the Implementation Side Letter to the 11/4 Agreement.
  
- b) The parties will request a stay of the litigation currently pending before the N.D. Illinois (Civil Action No. 1:24-CV-04810). BLET will move to dismiss the litigation with prejudice upon completion of implementation by July 31, 2025.

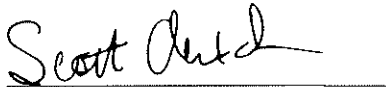
Made effective this 27th day of January 2025.

FOR:

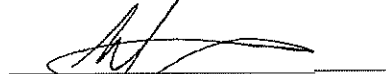
Organization



Kyle Bagby  
General Chairman BLET – MPUL



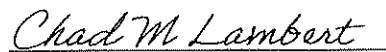
Scott Alexander  
General Chairman BLET – UPSR



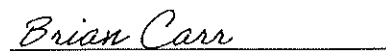
William Wallace  
General Chairman BLET – UPWR



Dick Crow  
General Chairman BLET– UPNR



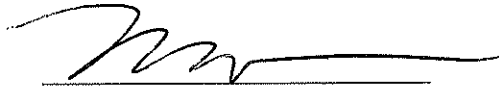
Chad Lambert  
General Chairman BLET – UPED



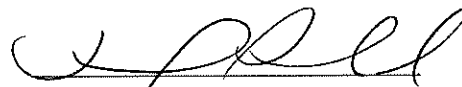
Brian Carr  
General Chairman BLET – SPWL

FOR:

Carrier



Maqui Parkerson  
Vice President Labor Relations



Jennifer Powell  
General Director

January 27, 2025

Side Letter #1

Mr. Brian Carr  
General Chairman UPGCA  
1902 Orange Tree Lane, Suite 120  
Redlands, CA 92374

Dear Mr. Carr:

This concerns the ongoing dispute over the application and interpretation of the provisions in the SPWL Merger Implementing Agreements (SPWL MIA) for Roseville, Los Angeles, and Southwest Hubs. Specifically, the dispute involves the pay for an engineer when called to cover an area outside their designated board, and the applicability of these provisions to the 11/4 work boards. For reference, an example of the language in dispute is provided below:

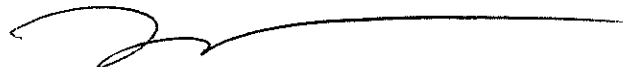
*An engineer called from his/her extra board for an assignment in another area not principally covered by their extra board shall be handled as follows:*

- a. *Pay received for this assignment shall not be used as an offset for extra board guarantee but shall be in addition to, however, it shall be used in computing whether the engineer is entitled to protection pay at the end of the month. (Los Angeles Hub Merger Implementing Agreement)*

It is understood the 11/4 Implementation Dispute Resolution Interpretation is being made without prejudice to either party's position regarding how to apply or interpret the existing SPWL MIA provisions referenced above post-implementation. It is further understood the provision referenced above will continue to apply to payment for off-assignment work performed by standalone extra boards that are not combined with pools to form work groups under the 11/4 Agreement.

Please signify your concurrence by signing below.

Sincerely,



Maqui Parkerson  
Vice President, Labor Relations

*Brian Carr*

\_\_\_\_\_  
Brian Carr  
BLET SPWL