

**Memorandum of Agreement**  
July 1, 1993  
(Personal Leave Days - BLE/UTU (C&T) )

Article II - Personal Leave - of the Mediation Agreement, NMB Case A-10715, dated September 3, 1981, granted personal leave days to engineers. The various Crew Consist Agreements between the Carrier and the UTU committees signatory hereto granted to trainmen personal leave days. Because many trainmen are now accepting promotion into engine service, a reconciliation of the UTU and BLE agreements must be accomplished.

**IT IS THEREFORE AGREED:**

1. Effective July 1, 1993, employees subject to the scope of schedule agreements of the various organizations signatory hereto will be qualified for personal leave days on the following graduated basis:

<u>Years of Service</u>	<u>Personal Leave Days</u>
Less than 5 years	3 days
5 years but less than 10 years	5 days
10 years but less than 15 years	7 days
15 years but less than 20 years	9 days
20 years or more	11 days

2. In computing years of service for qualification purposes, continuous service in train and engine service will be counted. It is understood that the maximum number of personal leave days an employee may qualify for is eleven.
3. Employees are expected to request and use their personal leave days; however, should the Carrier deny an employee's request for personal leave day(s), and such denial results in the employee not being able to take the day(s) within the calendar year in which denied, they may be carried over into the next calendar year subject to the following:
- a. ~~Carry over day(s) must be requested and granted prior to May 1 of the carryover year.~~
- b. Employees, subject to personal leave, when laying off in a non-compensated status during the carryover period (January 1 through April 30) will be paid one (1) carryover personal leave day for each date off until all carryover days are exhausted.
4. While this agreement does not supersede existing agreements, to the extent these agreements may conflict, this agreement will govern.
5. This agreement is to be construed as a separate agreement by and on behalf of each party signatory hereto.

For the Organizations:

/s/ M. L. Royal, Jr.  
/s/ Mark Waldeimer  
/s/ M. B. Futhy, Jr.  
/s/ S. B. Rudel  
/s/ J. L. Warren  
/s/ J. A. Saunders  
/s/ R. W. Guthrie

For the Carrier:

/s/ W. E. Naro  
/s/ T. L. Wilson, Sr.