

11/21/12

**Memorandum of Agreement
Between
Union Pacific Railroad
And the
United Transportation Union
(Houston Hub)**

Vacation Agreement Administration Modification

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

Section 1 – Single Day Vacation Allotment:

- A. Employees may, at the time of submission of their vacation request for the upcoming year, designate one (1) week of single day vacation to “float”.
- B. Designated “float” weeks will be excluded from the number of total vacation weeks to be assigned in each vacation grouping and, as such, will not be included in the parameter allotment nor scheduled. The local chairman must advise Crew Management Systems (CMS) of the number of “float” weeks requested in their respective vacation grouping, as well as the names of the individuals designating same, before the parameters are set.

*** Where the term ‘local chairman’ is referenced in this document, that is understood to mean the local chairman or their designee.*

- C. Under the current agreement provisions, employees are entitled to take up to three (3) weeks of their annual vacation in single day increments. Consistent with the parties’ past practice handling and interpretation, an employee may continue to designate single day week(s), other than “float” weeks, at any time during the course of the year. Employees designating one (1) week as a “float” week under the terms of this agreement may, at any time during the course of the year, designate up to two (2) single-day weeks in addition to the “float” week consistent with that same past practice handling and interpretation. An employee designating a “float” week of single days must exhaust the “float” week prior to using any days from other week(s) designated for single days.
- D. Beginning with the 2013 Vacations, employees may schedule any of their single vacation days (“float” and/or designated single weeks) in advance under the following guidelines:

221 H

1. Carrier will allow no less than 3% of the number of employees assigned to each respective Vacation Grouping to schedule single vacation days on any particular day(s). This minimum 3% single-day scheduling allotment will be independent of and in addition to the solid-week vacation allotment for any given week. A six-month advance scheduling period will be made available and such period will roll forward on the first of every month from January 1st through July 1st of the year. As example, on January 1st the available advanced scheduling period will be January 1st – June 30th. On February 1st, the period from February 1st – July 31st will be available for scheduling. The same would be applied the first of every month up to and including July 1st, at which time the remainder of the year would be available for scheduling.

NOTE 1: In calculating the 3% single-day scheduling factor, if the result is other than a whole number, it will be rounded up to the next whole number.

Example: There are fifty-three (53) employees assigned to a vacation grouping. Fifty-three (53) times the minimum 3% (.03) = 1.59 employees per day (rounded up to two (2)) who would be allowed to advance schedule single day/s vacation during the applicable scheduling period.

2. Employees will make their "advance" single day vacation request with the local chairman having jurisdiction over their assigned vacation grouping at any time during the applicable six (6) month period. The local chairman will advise the employee as to the availability/unavailability of the day/s requested based on the number allotted for advance scheduling of single vacation days.

The local chairman will update and maintain their calendar with the days to be scheduled. Those days to be scheduled for the following week (SU-SA) will be forwarded via e-mail to the CMS Manpower Desk for scheduling weekly no later than by noon on Wednesday of the current week. The CMS Manpower Desk will insure that the scheduled days are inputted and viewable in CMTS no later than 5:00 P.M. on Friday of the current week. Once the days are scheduled by CMS, they cannot be rescinded by either the carrier or the employee, except by mutual agreement between the parties.

If the employee with scheduled time is at the away-from-home-terminal, the Carrier will not be required to deadhead the employee home. In these rare instances the vacation day(s) may be rescheduled.

- E. On or about July 16th, CMS will provide each local chairman a listing of unused "float" week days remaining for the year in their respective vacation grouping along with an August 1st through December 15th calendar listing the days available for scheduling. No later than August 1st, the local chairman will provide CMS (via e-mail to the Manpower Desk) a complete schedule of remaining "float" week single days beginning August 16th and ending December 15th. In the event the local chairman fails to so provide, CMS may schedule the remaining "float" days.

Section 2 – Vacation Group Assignment and Parameter Allocation:

- A. The grouping assignment of an employee's vacation for the upcoming year shall be based on the location and class of service where he/she was assigned for a preponderance of the time during the six (6) month qualification measurement period between April 1st and September 30th of the current year.
- B. The number of vacations allowed per week in a vacation grouping will be determined by dividing the total number of vacation weeks, excluding the "Float" weeks, and dividing by forty-eight (48) rounded to the lowest whole number. In instances where the 48-divisor requires additional vacation slots during a week(s), the local chairman 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 48-week divisor is four (4) per week (210 divided by 48 = 4.375). The .375 fraction equals eighteen (18) weeks that will allow five (5) off for vacation (.375 X 48 = 18). The local chairman will advise CMS of the eighteen (18) weeks that the parameter will be adjusted to five (5) per week, with the remaining thirty (30) 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 48-week divisor is seven (7) per week (347/48 = 7.22917). The .22917 fraction equals eleven (11) weeks in which eight (8) will be allowed off for vacation (.22917 X 48 = 11), with the remaining thirty seven (37) 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 48-week divisor is four (4) per week (216/48 = 4.5). The .5 fraction equals twenty four (24) weeks that will allow

five (5) off for vacation (.5 X48 = 24), with the remaining twenty four (24) weeks allotted four (4) per week.

Example 4: There are two hundred and forty (240) vacation weeks to be scheduled in the year. The base parameter average using the 48-week divisor is five (5) per week ($240/48 = 5.000$). Five (5) will be allotted for vacation in each of the forty eight weeks.

C. Employees will not be forced to observe a vacation week beginning in January.

Section 3 – Back Filling Vacation Weeks:

- A. 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, i.e., retirement etc. and the vacated week will be available to be filled by the local chairman with jurisdiction over the vacation grouping in which the vacancy occurs.
- B. An employee electing to move his/her vacation into an open week/slot will not be allowed to take single day vacations from this moved week.
- C. Only a full week(s) of vacation may be moved under this Section 2.

Section 4 – Board Adjustments:

- A. The Carrier may suspend or deactivate the pool turn of an employee who is observing a scheduled, solid week(s) vacation if the mileage regulation calls for the pool to be reduced during the period corresponding with the scheduled vacation.

NOTE 1: A vacationing employee's turn will not be removed from the pool's rotation if the regulation does not require a reduction in the pool.

NOTE 2: In instances where a pool employee's turn has been suspended per this article, upon the return of the vacationing employee, the appropriate turn in the pool will be reduced unless the Local Chairman and CMS make the mutual determination that the reduction is no longer necessary.


- B. A pool employee, whose turn is suspended or deactivated pursuant to article A of this Section 4, will be placed at the foot of the home terminal board upon marking up from vacation.

Section 5 – General and Savings Clause:

- A. Existing rules and practices regarding vacations not specifically amended by this Agreement shall continue in effect without change.
- B. This memorandum of agreement may be cancelled by either party serving notice upon the other party by October 1st to be effective January 1st.
- C. During the intervening time, or as mutually agreed, the parties will meet to discuss the causes of the cancellation notice in an effort to resolve those issues and avoid termination of this agreement.
- D. If neither party opts to permanently cancel this agreement prior to October 1, 2015, any cancellation thereafter will only be effected by mutual agreement between the parties.

Agreed:


Larry Bumpurs
General Chairman – UTU


T. Gary Taggart
Director-Labor Relations