

LETTER OF UNDERSTANDING

Between

UNION PACIFIC RAILROAD COMPANY

And

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN

PEB 250 LOCAL WORK RULE PROPOSALS

This document reflects the parties' mutual understanding regarding the PEB 250 Local Work Rule Proposals applicable to the Brotherhood of Locomotive Engineers and Trainmen and the Union Pacific Railroad.

The parties recognize a requirement to negotiate locally regarding the subjects identified in the three proposals – scheduled days off, automated bid scheduling, and pools and extra boards referred by the PEB for local handling. The Tentative National Agreement (“TA”) initialed by both the BLET and the National Carrier’s Conference Committee on September 15, 2022 addresses these issues separately and contains prescriptive language. It is understood with regard to the serving of notices under these Articles, the parties are free to negotiate terms that fulfill the purpose and intent of the work rule proposals, not necessarily adopt the specific language written therein. The parties agree that these three issues are intertwined on this property. Accordingly, we do not consider the TA to require these matters to be handled separately from one another, nor do we consider the TA language to prescribe a particular outcome. In other words, the intent of the parties is to negotiate an agreement specific to this property. As such, the implementation of self-sustaining pools and/or electronic bid systems must be accompanied by scheduled off-days. The only exception is a mutual agreement for different types of predictable time off. This does not preclude reaching voluntary agreements that satisfy the Organization’s desire for off days without the implementation of either the self-supporting pool and/or electronic bid system.

The parties agree that if local negotiations fail to produce an agreement within six months, either party may invoke final and binding, party-paid interest arbitration. It is understood that the six-month timeline can be extended by mutual agreement and that all signatories hereto will be subject to one arbitration.

Existing individual General Committee agreements will be discussed and subject to the above-referenced negotiations. All existing General Committee agreement provisions pertaining to these Articles remain in place until changes are mutually agreed

upon and/or determined through the arbitration process for those issues the parties have agreed to arbitrate.

The on-property bargaining will commence within 30 days after the TA is ratified or enforced by an act of Congress. The bargaining will align with the quid pro quo requirements identified in the PEB recommendation, wherein neither party receives a windfall.

Finally, because the TA does not address a change to the Meal Allowances, the parties agree to include this issue in discussions during negotiations. Therefore, this issue will not be subject to binding arbitration of the Local Work Rule Proposals unless both parties agree to include it.

For the Organization

Ronnie Rhodes

Ronnie Rhodes (Sep 23, 2022 20:13 CDT)

Ronnie Rhodes

General Chairman BLET-UP-CR

James Logan

James Logan

General Chairman BLET- UP-SR

Dick Crow

General Chairman BLET-UP-NR

Steve Leyshon

Steve Leyshon

General Chairman BLET- UP-WR

Brian Carr

Brian Carr (Sep 23, 2022 18:18 PDT)

Brian Carr

General Chairman BLET-UP-WL

Chad M Lambert

Chad Lambert

General Chairman BLET- UP-ED

For the Carrier:

Maqui Parkerson 9/23/22

Maqui Parkerson

Vice President Labor Relations
& Sustainability

Naomi Deines 9/23/22

Naomi Deines

General Director Labor Relations