

AGREEMENT

Between The

UNION PACIFIC RAILROAD COMPANY

And The

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

ALTERNATIVE WORK SCHEDULE AGREEMENT

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In recognition of a desire to provide better work/life balance for employees, the increasing cost of fuel for commuting and address environmental concerns, the following provisions may be implemented at the Pocatello, Idaho Locomotive Facility at the discretion of management. It is understood that these provisions may be implemented for none, a portion of or all of the Pocatello Locomotive workforce.

WHEREFORE, it is agreed that a four (4) day workweek consisting of ten (10) hours a day for employees may be implemented at the Pocatello Locomotive Facility, as provided herein. Accordingly, when a four (4) day workweek is in effect,

IT IS AGREED:

ARTICLE I

The following Rules of the applicable Collective Bargaining Agreement as modified as follows:

Rule 1 Hours of Service and Workweek

Section 1. Hours of Service

- (a) Ten (10) hours of service shall constitute a day's work.

- (b) The Carrier will establish a workweek of forty (40) hours, consisting of four (4) days of ten (10) hours each, with three (3) consecutive days off; with the presumption in favor of Saturday and Sunday and/or a combination thereof; the workweeks will be staggered in accordance with the Carrier's operational requirements.

- (c) Regular relief assignments with four (4) days of work and three (3) consecutive rest days may be established to do the work necessary on rest days of assignments or to perform relief work on other workdays

as may be assigned under this agreement. All regular relief assignments shall be bulletined.

Assignments for regular relief positions may include different start times, shifts, duties and work locations on different days, for employees of the same class in the same seniority district, provided the employee take the starting time, duties and work locations of the employee or employees whom relieving.

Rule 2 **Shifts and Meals**

The Carrier will establish shift start times and the time of the lunch period. The lunch period will be between the beginning of the fifth and ending of the seventh hour. Employees working under the alternative work schedule will have a thirty (30) minute paid lunch.

Rule 3 **Overtime**

(a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.

(b) Employees required to perform work on their rest days or on the holidays listed in the applicable National Agreement (provided when any of the above holidays fall on Sunday and the day observed by the State, Nation, or by Proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

NOTE: This rule does not disturb agreements or practices now in effect or later agreed to under which any other day is substituted or observed in place of any of the above-referred to holidays.

Rule 4 **Overtime and Calls**

Service performed by a regularly assigned hourly or daily rated employee on the third rest day of his assignment shall be paid at double the basic straight time rate provided employee has worked all the hours of the assignment in that workweek, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

Work performed by an employee due to moving from one assignment to another will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

Rule 5

Notice Provisions

If the force is to be reduced or position to be abolished, four (4) working days' notice will be given prior to such action to the men affected and lists will be furnished the general and local committees.

ARTICLE II

VACATION

The National Vacation Agreement provisions will be converted so that an employee eligible for vacation will receive hours equal to those when on a five (5) day workweek assignment. As an example, an employee entitled to three (3) weeks' vacation, i.e., one hundred twenty (120) hours --fifteen (15) days at eight (8) hours, would now be entitled to twelve (12) days at ten (10) hours. While on a four (4) day workweek, a day's vacation will be ten (10) hours.

A workday of a four (4) day workweek will be considered as 1.25 days for qualifying day purposes for vacation in the following year.

The present Vacation Agreement allowing for ten (10) days' vacation to be taken on a daily basis will be modified to reflect eight (8) days' vacation for employees working the four (4) day workweek.

BEREAVEMENT, HOLIDAYS, JURY DUTY, PERSONAL LEAVE DAY

Employees qualifying for Bereavement, Holidays, Jury Duty, and Personal Leave Day, under the applicable provisions of the Collective Bargaining Agreement and National Agreements will be compensated ten (10) hours at the straight time rate for those days which they are entitled to.

Personal Leave Day or Single Day Vacation -- The provisions of the Personal Leave Day Agreement or Single Day Vacation Agreement are modified to allow an employee to take personal leave or single day vacation in minimum increments of two (2) hours, not to exceed ten (10) hours of compensated service on that day.

CREDIT FOR APPRENTICE DAYS WORKED

For each ten (10) hour workday that an employee works, the employee will be credited with 1.25 days toward the days required for journeyman status. To count as a

workday, an employee must work a minimum of 7.5 hours per day to be credited with the 1.25 days.

The above modifications to the Collective Bargaining Agreement will be applicable only when employees are working a four (4) day workweek consisting of ten (10) hours a day. It is not the intent of this Agreement to result in any increased costs to the Carrier in converting from a five (5) day workweek to a four (4) day workweek.

The provisions of this Agreement are not to be considered as a precedent nor be referred to in the handling of any other matters.

CANCELLATION CLAUSE

If either party suspects this alternate work schedule is not being administered as agreed to or intended, upon request by either the General Chairperson or Highest Designated Officer of Labor Relations, the parties will immediately meet to address the issues associated with the application of this modification.

Either party may serve thirty (30) days written notice to cancel the Agreement and the work schedule of employees will revert back to terms and conditions as outlined in the Collective Bargaining Agreement.

This Agreement will become effective on June 1, 2022

Signed this 27 day of May, 2022

FOR: INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS

Derrick Battle

Derrick Battle
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FOR UNION PACIFIC
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