

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

And

ALTON AND SOUTHERN RAILROAD

And the

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

MODIFICATION TO TIME CLAIMS AND GRIEVANCES

This Agreement is in reference to the parties recent discussions regarding the mechanisms used to exchange correspondence related to time claims, grievances, or appeals pursuant to the following International Association of Machinists and Aerospace Workers Collective Bargaining Agreements (CBA):

January 1, 1953 IAM&AW CNW Agreement, Rule 32 (as amended)
June 1, 1960 IAM&AW MP Agreement, Rule 31 (as amended)
August 1, 1969 IAM&AW TP Agreement, Rule 23 (as amended)
November 1, 1976 IAM&AW UP Agreement, Rule 35 (as amended)
July 31, 1980 IAM&AW DRGW Agreement, Rule 31 (as amended)
October 1, 1993 IAM&AW SP Agreement, Rule 38 (as amended)
June 1, 2009 IAM&AW UP MofW Service Agreement, Rule 35 (as amended)
January 29, 1947 IAM&AW A&S Maintenance Operations Agreement

THEREFORE IT IS AGREED:

ARTICLE I: First Level (Initial) Appeal of a Claim or Grievance

- A. All claims or grievances must be presented “in writing” by or on behalf of the employee involved to the Carrier Officer authorized to receive same within sixty (60) calendar days of from the date of occurrence on which the claim is based.
- B. The Carrier will have sixty (60) calendar days from receipt of the first level appeal to respond “in writing” to the claim or grievance filed pursuant to Section A.
 - (1) Should the claim be disallowed, the Carrier response will be “in writing” (i.e., via email) to whomever filed the initial claim at the email address from which the initial claim was submitted.

- (2) Should the Carrier proffer settlement of a claim or grievance, such proffer will be submitted “in writing” to the General Chairperson (or their designee).
- C. Claims or grievances submitted in accordance with this section, must be submitted utilizing a centralized email address currently identified as mechclaimslr@up.com.
- (1) Claims or grievances must be attached as a **.pdf document**.
 - (2) Multiple claims or grievances may be attached to a single email with the understanding each claim or grievance will be individually recorded with a unique record identifier in the Carrier’s system.
- D. Claims or grievances submitted for employees governed by the June 1, 2009 IAM&AW UP MofW Service Agreement (i.e. Road Machinists) will continue to submit the 1st level to the centralized email address currently identified as labrel@up.com.

Article II: Second Level Appeal of a Claim or Grievance

- A. For a claim or grievance that is disallowed by the Carrier, the General Chairperson (or their designee) may file a second level appeal “in writing” to the Carrier’s highest designated officer (or their designee) authorized to receive same within (60) calendar days from receipt of the Carrier’s first level declination.
- B. Should the claim or grievance remain disallowed, the Carrier will have sixty (60) calendar days from receipt of the Organization’s second level appeal to respond “in writing” to the General Chairperson (or their designee).
- C. An appeal submitted to the Carrier’s highest designated officer in accordance with this section, must be submitted utilizing a centralized email address currently identified as labrel@up.com.
- (1) The appeal must be attached as a **.pdf document**.
 - (2) Multiple appeals may be attached to a single email with the understanding each appeal will be individually recorded with the same record identifier (e.g., Carrier File number) as the initial claim or grievance filed under Article I.

Article III: Miscellaneous Provisions

- A. The term “in writing” refers to and includes the filing of, or the response to, a claim, grievance, or appeal via electronic means. For this correspondence handled via electronic means, the time/date stamp will govern as the date received for such correspondence. The parties further agree any exchange of correspondence in reference to a claim, grievance, or appeal filed will be handled via electronic means up to and including the arbitral process.

NOTE: The parties recognize the email addresses identified in Articles I and II above may change. If this occurs, the Carrier will notify the parties in advance of the change.

- B. This Agreement recognizes the right of the Organization to file and pursue claims for and on behalf of its members. Nothing in this Agreement prohibits the parties from identifying and implementing innovative claim handling procedures by mutual agreement.
- C. No change in this Agreement will be made unless mutually agreed upon by both parties. If either party wishes to modify this Agreement, the parties will meet within sixty (60) days from written notification by either party upon the other that a modification is desired.
- D. All other provisions provided for in these CBA rules (as amended) remain unchanged by this Memorandum of Agreement.
- E. This Agreement is effective within seven (7) days of the date signed by parties. The parties understand and agree that while this Agreement is the preferred method for submitting claims or grievances the Carrier will, on an interim basis, continue to accept claims or grievances submitted by other means currently in practice until December 31, 2025, after which claims or grievances must be submitted as outlined herein.

Signed on the 16th day of October, 2025.

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

**FOR THE INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS:**

Liz Dewald

Kenneth Krause

Liz Dewald
Director, UPRR Labor Relations
Mechanical & Shop Crafts

Kenneth Krause, General Chairperson
IAM&AW District 19

Nathaniel S. Tinsley

Nathaniel Tinsley, General Chairperson
IAM&AW, District 19