

# MEMORANDUM OF AGREEMENT

Between

**UNION PACIFIC RAILROAD COMPANY**

And the

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

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## **ALTERNATIVE WORK 4/10 SHIFT/WEEK AGREEMENT (Houston Locomotive Shop)**

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Union Pacific Railroad and the International Association of Machinists and Aerospace Workers (IAM&AW) hereby agree to establish work weeks consisting of four (4) ten (10) hour days ("alternative work week") in lieu of the "traditional" five (5) day / eight (8) hours per day work week or any other schedule at the Houston, Texas Locomotive Shop. The parties agree to amend the applicable rules of the controlling agreements subject to the following terms and conditions:

**Article I: Positions, Assignments, and Work Schedules**

A. Regular starting times for 10-hour work shift schedules will be as follows:

1. First shift between 0500 hours and 0900 hours
2. Second shift between 1400 hours and 1800 hours
3. Third shift between 0000 hours and 0400 hours

B. Start times for each shift may overlap up to two hours.

C. Start times may be changed by the Carrier provided the impacted employee(s) are given (96) hours advanced written notice.

D. Assignments will have consecutive work days and consecutive off days.

NOTE: The scheduling of assignments should be staggered to ensure rest days also have coverage.

E. Implementation of the 4/10 schedule will apply to all shifts in the assigned work area (e.g., shop or rip track, etc.), not individual positions.

F. Force reductions will be handled consistent with the governing agreement provisions in effect at the location impacted.

**Article II: Overtime**

A. Overtime will be paid on the minute basis at time and one-half the straight time rate for all time in excess of (10) hours of a continuous single shift until the employee is relieved/released from service - not to exceed sixteen (16) consecutive hours on duty.

B. Employees required to work on rest days will be compensated as follows:

1. First rest day the employee will be paid at time and one-half the straight time rate.
2. Second rest day the employee will be paid at time and one-half the straight time rate.
3. Employees will not be forced to work their third rest day if they have already consecutively worked rest days (1) and (2). Employees who work their third rest day consecutively with rest days (1) and (2), will be paid at double time the straight time rate.

a) It is understood to qualify for the double time provision outlined in this Section 3, employees must have worked the required hours for the work week of their regular assignment.

4. An employee who works their rest days in a non-consecutive manner will be paid at time and one-half the straight time rate.

C. This Article will not apply to instances where an employee moves from one assignment to another.

D. There will be no overtime on overtime.

**Article III: Vacation, Personal Leave and Paid Sick Days**

A. Vacation qualification and pay will be converted to hours.

1. Block vacation will deduct (40) hours for a week of four 10-hour shifts.
2. Single shift vacation days will be paid based on a (10) hour day.
3. Single shift vacation days may be taken in (2) hours increments when there is a remainder of less than (4) hours available to be taken.
4. Vacation pay will be calculated at the straight time rate.
5. For each 10-hour shift worked, 1.25 credit will apply toward vacation qualification.

B. Personal leave Days

1. Pay will be calculated at the straight time rate based on a (10) hour day.
2. Single personal leave days may be taken in (2) hour increments when there is a remainder of less than (4) hours available to be taken.

C. Paid Sick Days

1. Pay will be calculated at the straight time rate based on a (10) hour day.
2. Paid Sick Days may be taken in (2) hour increments when there is a remainder of less than (4) hours available to be taken.

**Article IV: Holidays, Bereavement, and Jury Duty**

- A. Employees who qualify for compensation for holidays, bereavement leave, or jury duty will be paid at the straight time rate based on a (10) hour day.

NOTE: Existing rules regarding holiday compensation when required to work on a holiday remain in effect. Compensation will be adjusted to reflect a (10) hour work day.

**Article VIII: General Provisions**

- A. Employees assigned as outlined herein will be afforded a thirty (30) minute paid lunch after having been on-duty for 4 ½ hours.
- B. Apprentices assigned to a 4/10 schedule as outlined herein who work a minimum of 7.5 hours per day, will be credited 1.25 days towards their journeyman qualification.
- C. This Agreement may be cancelled by either party with a (45) day advanced written notice by either party signatory hereto (or their designee) under the following conditions:
1. The parties agree to meet (virtual or in person) during the (45) day period to discuss and attempt to resolve the issues leading to the requested cancellation.
  2. If no resolution is reached, this Agreement will be cancelled and existing rules and practices prior to the implementation of this Agreement will be placed back into effect.
- D. All other rules and provisions of the governing agreements remain in full force and effect except as specifically outlined herein. In the event of a conflict, the terms and conditions of this Agreement will govern.
- E. This Agreement is made without prejudice to either parties position and is non-referable except in those instances where a dispute may arise regarding the provisions outlined

herein. In the event circumstances or operational needs change requiring a change to this Agreement, the parties agree to work together to effect any necessary changes.

Signed on the 17<sup>th</sup> day of February 2026.

**FOR THE UNION PACIFIC  
RAILROAD COMPANY:**

**FOR THE INTERNATIONAL ASSOC.  
OF MACHINISTS & AEROSPACE  
WORKERS:**

*Liz Dewald*

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Liz Dewald  
Director, Labor Relations  
ARASA, Mechanical & TCU

*Nathaniel S. Tinsley*

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Nathaniel Tinsley  
IAM&AW, General Chairperson