



November 29, 1993

O 1615-4 (Sou)  
380.60-1 (MPU)

Mr. M. L. Royal, Jr.  
General Chairman, BLE  
413 West Texas  
Sherman, TX 75090

Mr. M. D. Waldemer  
General Chairman, BLE  
708 S 59th Street  
Belleville, IL 62223

Mr. M. B. Futhey, Jr.  
General Chairman, UTU  
5050 Poplar Avenue, Suite 1510  
Memphis, TN 38157

Mr. R. W. Guthrie  
General Chairman, UTU  
721 Fairfield Avenue  
Gretna, LA 70056

Mr. S. B. Rudel  
General Chairman, UTU  
7817 Camelot Road  
Fort Worth, TX 76134

Mr. J. A. Saunders  
General Chairman, UTU  
P. O. Box 608  
Smithville, TX 78957

Mr. J. L. Warren  
General Chairman, UTU  
515 N. Sam Houston Parkway E  
Suite 130  
Houston, TX 77060

Gentlemen:

Attached hereto is copy of executed Agreement which reconciles the difference between the BLE and UTU Agreements governing personal leave days.

Because of the delay encountered in getting the required signatures, the Agreement will be placed in effect January 1, 1994.

Yours truly,

Handwritten signature of W. E. Naro in cursive.

W. E. Naro  
Director - MP Upper Lines

Handwritten signature of T. L. Wilson, Sr. in cursive.

T. L. Wilson, Sr.  
Director - Southern Region

Attachment

DEC 2 1993

AGREEMENT

between

UNION PACIFIC RAILROAD

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS  
UNITED TRANSPORTATION UNION (C&T)

Article II - Personal Leave - of the Mediation Agreement, NMB Case A-10715, dated September 3, 1981, granted personal leave days to engineers. The various Crew Consist Agreements between the Carrier and the UTU committees signatory hereto granted to trainmen personal leave days. Because many trainmen are now accepting promotion into engine service, a reconciliation of the UTU and BLE agreements must be accomplished.

IT IS THEREFORE AGREED:

(1) Effective July 1, 1993, employees subject to the scope of schedule agreements of the various organizations signatory hereto will be qualified for personal leave days on the following graduated basis:

<u>Years of Service</u>	<u>Personal Leave Days</u>
Less than 5 years	3 days
5 years but less than 10 years	5 days
10 years but less than 15 years	7 days
15 years but less than 20 years	9 days
20 years or more	11 days

(2) In computing years of service for qualification purposes, continuous service in train and engine service will be counted. It is understood that the maximum number of personal leave days an employee may qualify for is eleven.

(3) Employees are expected to request and use their personal leave days; however, should the Carrier deny an employee's request for personal leave day(s), and such denial results in the employee not being able to take the day(s) within the calendar year in which denied, they may be carried over into the next calendar year subject to the following:

- a. Carryover day(s) must be requested and granted prior to May 1 of the carryover year.
- b. Employees, subject to personal leave, when laying off in a non-compensated status during the carryover period (January 1 through April 30) will be paid one carryover personal leave day for each date off until all carryover days are exhausted.

3. While this agreement does not supersede existing agreements, to the extent these agreements may conflict, this agreement will govern.

4. This agreement is to be construed as a separate agreement by and on behalf of each party signatory hereto.

FOR THE ORGANIZATIONS:

M. L. Royal  
General Chairman, BLE

Mark A. Waldner  
General Chairman, BLE

M. B. Fathy, Jr.  
General Chairman, UTU

Rudolf  
General Chairman, UTU

J. L. Warren  
General Chairman, UTU

FOR THE CARRIER:

W. E. Davis  
Director of Labor Relations

T. L. Williams  
Director of Labor Relations