

# MEMORANDUM OF AGREEMENT

Between

**UNION PACIFIC RAILROAD COMPANY**

And

**UNITED TRANSPORTATION UNION  
(Texas and Pacific [T&P] Territory)**

## ARTICLE I - APPLICABILITY

This agreement provides a uniform method for handling time claims and grievances. This Agreement supercedes existing rules/agreements, practices and understandings for time claims.

## ARTICLE II - CLAIM HANDLING

### A. Time Limits

All claims must be filed in writing by or on behalf of the employee or employees with the office of the Carrier authorized to receive same within sixty (60) days from the date of the occurrence on which the claim is based. The time limit begins the day after the date of the occurrence. Properly formatted claims will include the time, date, location and a description of the claim. Claims not allowed, must be declined by Carrier to the individual employee or their representative, whoever presented the claim, in writing within sixty (60) days from the date received, giving the reason for such disallowance.

Time limits as stated in this agreement may be extended for any case by mutual agreement between the parties.

**NOTE:** The term "in writing" includes electronic filing via the Carriers' Timekeeping system. Additionally, the parties are free to mutually agree to innovative claim handling procedures.

### B. Appeals and Declinations

If a claim is appealed, such appeal must be submitted in writing by the employee, the UTU local chairperson, or the UTU local chairperson's designee to the designated Carrier Officer within sixty (60) days from the date of declination. Failing to comply with this provision, the claim will

be barred. If such appeal is to be declined, the Carrier Officer will have sixty (60) days from the date of the appeal to decline the claim, giving the reason for such declination. If the claim is not declined in writing within the sixty (60) day period, the claim shall be allowed.

**NOTE:** The "date of declination" is the date of the employee's payroll recap or the date the Carrier's response disallowing the claim is mailed (postmark date) to the individual submitting the claim.

**NOTE:** The term "*the UTU local chairperson's designee*" as used throughout this agreement refers to and shall be interpreted to mean a person who holds seniority on the Union Pacific Railroad and who is elected to a position with the UTU.

**C. Non compliance**

Failure to comply with the time limits specified in this agreement will not set a precedent or waiver of the contentions of either party as to future application of similar or identical claims. If either party to this Agreement fails to comply with a time limit contained in this Agreement, the claim shall be allowed (if the carrier's failure) or withdrawn (if the organization's failure). Claims so disposed of shall not be considered as a precedent or a waiver of the contentions of either party as to other similar claims.

**ARTICLE III - CONFERENCES**

Within sixty (60) days of the date of the rejection of the appeal the UTU's highest designated officer to handle such claims must list this claim, in writing, for conference with Labor Relations. Thereafter, the parties will promptly arrange for a mutually acceptable conference date.

Within sixty (60) days of the conclusion of the time claim conference, should the Carrier continue to disallow a claim, Labor Relations' highest designated officer must send a final response to the UTU's highest designated officer to handle such claim. The Carrier's use of a conference report may serve as the Carrier's final response. Claims allowed in conference will be paid within sixty (60) days from the date the signed conference report is received and the Carrier will furnish the UTU with a report summary indicating when the claims will be paid.

**ARTICLE IV - ARBITRATION**

Within three-hundred-sixty-five (365) days of the date of the final rejection letter, after conference, the UTU's highest designated officer to

handle such time claims must list the claim before a tribunal having jurisdiction pursuant to Railway Labor Act.

**NOTE:** The term “list the claim” is intended to mean either party must either docket the claim to a Public Law Board/Special Board of Adjustment in accordance with applicable National Mediation Board rules and procedures or file an ex parte notice of intent with the National Railroad Adjustment Board, First Division.

#### **ARTICLE V - RIGHTS**

This agreement recognizes the right of the Organization to file and pursue claims and grievances for and on behalf of its members. It is further recognized the General Chairman and/or the Carrier’s highest designated officer are free to amend the respective positions taken by their local representatives, with respect to the basis on which a claim is initially premised or declined during its handling on the local level, so as to be consistent with their respective positions, concerning the meaning and application of the involved rules.

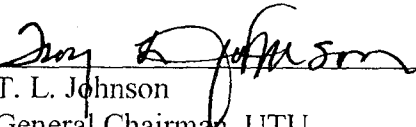
Nothing in this agreement prohibits the parties from identifying and implementing innovative claim handling procedures by mutual agreement.

#### **ARTICLE VI – EFFECTIVE DATE**

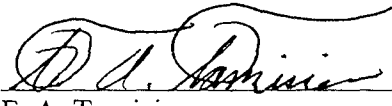
This agreement is effective October 1, 2007.

**SIGNED THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2007 IN SPRING, TEXAS.**

**FOR UNITED TRANSPORTATION  
UNION:**

  
T. L. Johnson  
General Chairman, UTU

**FOR UNION PACIFIC RAILROAD  
COMPANY:**

  
F. A. Tamsiea  
Director Labor Relations

  
S.F. Boone  
Director Labor Relations

## **CLAIMS HANDLING**

1. The “UTU local chairperson’s designee” as used throughout the agreement refers to a person who holds seniority on the UP Railroad and who is elected to a position with the UTU.
2. All claims must be filed in writing by or on behalf of the employee by the Local Chairperson or designee within sixty (60) days of the date of occurrence.
3. Submitted claims will either be paid or declined. Declined claims will immediately be sent to the General Chairman’s office for final disposition.