

**MEMORANDUM OF**

**AGREEMENT**

(2210-4 – 1615-5)

Between the  
**UNION PACIFIC RAILROAD COMPANY**

for the Western Region

and the

**UNITED TRANSPORTATION UNION**  
(former Southern Pacific Western Lines)

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**Donating Vacation & Personal Leave Day(s)**  
**On Behalf of (Name) \_\_\_\_\_**

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This refers to the Organization's request to allow fellow operating craft employees to donate personal leave day(s) and/or vacation time to employee **(Name)** \_\_\_\_\_, Employee ID \_\_\_\_\_, who is unable to work at this time due to \_\_\_\_\_ **(Fill in the blank)**

Therefore, in line with the Organization's request, the Carrier is agreeable to allowing fellow operating craft employees who qualify for and are eligible for personal leave days and/or vacation time, to donate unused **(Year)** \_\_\_\_\_ personal leave days and/or **(Year)** \_\_\_\_\_ single vacation days, under the following conditions:

- (1) Solicitations will be conducted by UTU Local Chairman \_\_\_\_\_ **(Fill in the blank)** who will provide General Director Timekeeping Operations (or his designated representative) with a list, indicating the name(s) of the donor(s), employee ID

number(s), number of vacation days/weeks and/or personal leave days to be donated. The attached individual donation forms completed by each donor should accompany the list, and should be furnished no later than **(Date)**\_\_\_\_\_. Individual donation forms received late or not properly or fully completed will not be accepted. Prior to submitting the list, the UTU Local Chairman will be responsible for verifying that the individual donors are currently entitled to the vacation and/or personal leave days offered as donations. Failure to accurately verify that all donations are proper within the terms set forth herein may render this Agreement null and void. Inter-craft donations (i.e. Trainman to Engineer and vice versa) are acceptable, however donations from operating craft employees outside the purview of the **Southern Pacific Western Lines Agreement** is prohibited.

- (2) **(Name)**\_\_\_\_\_ will be required to exhaust any and all of his personal unused vacation and/or personal leave day(s) including any personal leave carry over days and banked days (if applicable) prior to using donated time from other employees.
- (3) Vacation/personal leave days donated will be deducted from the donors' allotment of vacation and/or personal leave days. Personal leave days will be deducted from the donor in the following order:
  - 1. Carry-over days
  - 2. Previously denied personal leave days from current year.
  - 3. Unused personal leave days from current year

**Note:** Banked personal leave days may not be donated.

Donations may not be revoked and will not be restored if not used by **(Name)**\_\_\_\_\_.

- (4) (a) Vacation days donated will be allowed at the applicable vacation rate of pay of the donor.
- (b) Personal leave days donated will be allowed at the basic standard through freight rate.
- (c) Donations are subject to appropriate deductions, i.e., Railroad Retirement Tax, Union Dues, State and Federal Taxes, etc.

- (5) All vacation/personal leave days donated must be used consecutively by **(Name)**\_\_\_\_\_ and will be paid consecutively in the calendar year **(Year)**\_\_\_\_\_ and may not be carried over. No retroactive or intermittent payments of donated time will be considered.

Example: Through donations, Donee has received ten (10) personal leave days and elects to begin receiving the days on September 1<sup>st</sup>. All ten (10) days will be paid at that time.

Donated days not used by the termination date of this Agreement shall be forfeited by **(Name)**\_\_\_\_\_ and the donor(s). In the case of death of the donee any used donations shall be paid to the donee's estate.

- (6) General Director Timekeeping Operations (or his designated representative), upon receipt of the appropriate information from UTU Local Chairman **(Fill in the blank)**\_\_\_\_\_, will ensure that necessary handling is given to coordinate the information with Crew Management. It will be the responsibility of **(Name)**\_\_\_\_\_ to notify both Crew Management and Timekeeping of his desire to begin receiving the donated personal leave and vacation days.

- (7) This is a voluntary program and as such, no claims or grievances will be filed or progressed in connection therewith by any donation participant or recipient or on behalf of any donation participant or recipient by a representative of the Organization signatory hereto. Failure of the local chairman or employee to abide by the terms provided herein may serve to nullify this Agreement. This program automatically terminates on December 31, 2\_\_\_\_\_, at which time the Agreement is terminated. It is also understood this agreement is limited to the matter at hand and is without prejudice to the position of either party and will not be cited as precedent in any future similar requests.

For The Organization:

***/Original Signed/***

\_\_\_\_\_  
General Chairman UTU

Date:\_\_\_\_\_

For The Carrier:

***/Original Signed/***

\_\_\_\_\_  
Director – Labor Relations

(Attachment)  
AH-Agreement17

I \_\_\_\_\_ agree to donate \_\_\_\_\_ eligible  
(Year) Personal Leave Day(s), and/or \_\_\_\_\_ week(s) vacation\*, or  
\_\_\_\_\_ single designated days\*\* vacation to fellow employee  
(Name) \_\_\_\_\_, Emp. ID \_\_\_\_\_ to be  
used by December 31, 2\_\_\_\_. I understand that this donation may not be  
revoked, and if (Name) cannot or does not use said donated days by December  
31, 2\_\_\_\_, he shall forfeit such.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Social Security No.)

\* For full weeks of donated vacation please indicate which vacation week(s) is  
(are) donated: \_\_\_\_\_

\*\* Single day vacations will be taken from first week of the donor's scheduled  
week of single day vacation.

(Please Return This Form to UTU Local Chairman Fill in the  
blank) \_\_\_\_\_