

MEMORANDUM OF AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY (THE “COMPANY”)

AND

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN (THE
“ORGANIZATION”)

Employee Referral Incentive Program

In an effort to identify potential candidates for employment, the Company is establishing an Employee Referral Incentive Program (the “Program”). It is agreed that such Referral Incentive shall be offered to existing employees as follows:

- (1) *Referral Incentive.* Union Pacific will pay existing employees a gross payment of \$500 (“Referral Incentive”) for each individual referred by the employee for employment (“referee”) by Union Pacific who ultimately is hired and remains employed by the Company for a 30-calendar day period after the referee’s hire date. The Referral Incentive will be paid to the referring employee after the referee’s 30th day of employment with Union Pacific and will be subject to applicable taxes. In the event that multiple employees refer the same individual for employment, the first employee to refer a potential candidate through the Company’s referral system shall receive the incentive payment. Multiple incentive payments will not be made in connection with the same referee.
- (2) *Eligibility.* All BLET-represented employees employed by the Company, including employees on leaves of absence, are eligible to receive a Referral Incentive.
- (3) *Administration.* The Program will be effective beginning January 1, 2022. Union Pacific retains sole discretion for all hiring decisions and may end or amend the Program at any time. Any participation in the Program is voluntary for employees.
- (4) *Preservation of Parties’ Positions.* This Agreement shall be non-referable by either party in any ongoing or future Section 6 negotiations, in any arbitral, judicial, or administrative forums, or in any future discussions or disputes, except to enforce this Agreement. Without prejudice to either party’s position about the Carrier’s ability to establish the Program, the Organization agrees that it will not assert or bring claims against the Company alleging that in offering the Program to its employees: 1) the Company is effecting a unilateral change in “rates of pay, rules or working conditions” of its employees represented by the Organization, as that concept is interpreted under the Railway Labor Act and/or 2) the Company is dealing directly with employees with respect to this particular matter.


EMPLOYEE REFERRAL INCENTIVE PROGRAM

Signed this 14th day of December 2021.

For the Organization:

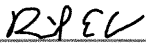


General Chairman



James Logan (Dec 13, 2021 11:25 CST)

General Chairman



Richard E Crow (Dec 13, 2021 09:43 PST)

General Chairman



Brian Carr (Dec 13, 2021 10:18 PST)

General Chairman

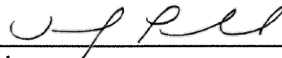


General Chairman



General Chairman

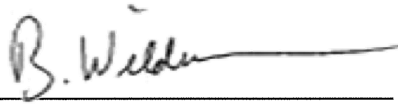
For the Company:



Director



Director



Director

Director

Director



Director