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Consolidated General Committee of Adjustment

*Union Pacific Railroad Company
(Eastern & Northwest Districts, former CNW Railway Co)
Kyle Railroad, Nebraska Central Railroad,
Portland Terminal Railroad & Wichita Terminal Assoc*

April 21, 2023

Local Chairpersons General Committee 953

Re Tentative Crew Consist Agreement_Eastern District_Pacific Northwest, Idaho Territories.

Brothers and Sisters,

Attached for your review and disbursement to the membership is the Tentative Crew Consist Agreement and a synopsis of the Agreement. We did not enter into these negotiations voluntarily. The Carrier served a Section VI notice in 2019 to negotiate crew size and eliminate the conductor. We fought their notice in the federal court and in arbitration. In the end, the courts and arbitrator ruled the Crew Consist Moratoria did not prohibit the Carrier from serving a Section VI notice to negotiate crew size. We were ordered to negotiate Carrier's proposal to eliminate the Conductor position. After three years of intense negotiations, we were able to preserve the conductor's role and conclude Carrier's Section VI notice to eliminate the conductor. This proposed agreement places our members working in train service in a position to be the craft of the future for many years to come.

We are working with Ballotpoint to facilitate the electronic voting process. Those working in train service (yard/road) who are SMART TD members will be eligible to vote. Ballots will be tabulated by craft, yard, conductor, or brakeman. We've set May 5, 2023, as the tentative mailing date for the letters containing voting instructions to be mailed out to eligible voters. If ballots are mailed on May 5, voting will conclude on May 30 with results released on May 31.

This is the same voting process that was used for the National Agreement. There will be a QR code members can use to access the Tentative Agreement along with an email address they can send questions to. We will also be holding Town Hall meetings at various points around the Committee and attending Local meetings via zoom or conference call, upon request.

Fraternally,

A handwritten signature in black ink, appearing to read "Luke Edington".

Luke Edington
General Chairman

Attachment

L V Edington, Gen Chairman
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Z D Nagy, Sr Vice Chrm
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Synopsis of 2023 Tentative Crew Consist Agreement Eastern District – Pacific Northwest – Idaho Territories.

Signing Bonus

- \$27,500 paid as a lump sum to all active employees in train service (yard and road) on the signing date of the agreement.
- Payment will be made within 60 days of the effective date of the agreement.

Crew Size

- The requirement for Brakemen/Switchmen, and the three work events in through freight is eliminated.
- Carrier may continue to utilize Brakemen/Switchmen as needed.
- Rules associated with road crews switching at the initial and final terminals where yard crews are on duty or employed remain in place and are not modified.
- Conductor/foremen only crews will not be censured, disciplined, or harassed if they take longer to perform work than the time taken by a crew with two or more employees.

Protection

- Thirty (30) years of protections for employees displaced/furloughed account of brakemen/switchmen assignments being eliminated (Ready Reserve Boards).
- Ready reserve positions will pay 85% of the brakeman's guarantee rate.
- Ready Reserve Boards are biddable by employees working in train service.
- Protected positions on the Ready Reserve Board will be equivalent to the total number of assigned second crew positions and the average number of full-time equivalents called from other boards during the previous 12-month period.
 - Ready reserve positions for brakeman/switchman positions will be calculated by adding the starts accrued over the previous 12-month period by brakemen and switchmen and dividing it by 260 (5 starts per week, multiplied by 52 weeks).

Overtime in Pool Freight

- Overtime in all pool freight service will begin when the time on duty exceeds the miles run divided by the controlling divisor, or in any case, when on duty more than eleven (11) hours. Runs where overtime begins before 11 hours on-duty remain unchanged.
- Payable to current and new employees hired after the effective date of the agreement.
- Current overtime divisors remain in place and were not modified.

Reduced Crew Pay for Assigned Road and Yard Service

- Assigned road and yard service crew members who work as a reduced crew (without a brakeman/switchman) will receive an additional two (2) hours pay, at the current applicable straight time rate for each tour of duty. The two (2) hour pay allowance does not change overtime divisors.
- The rate is subject to general wage increases and cost of living adjustments.
- Payable to current and new employees hired after the effective date of the agreement.
- Employees who receive short crew allowances under previous crew consist agreements or modifications will continue to be paid those allowances unless the employee works an assignment that is eligible for the two (2) hour payment. In those instances, the employee would receive the two (2) hour payment in lieu of the short crew allowance.

Expanded Utility Position

- Expanded Utility Position that replaces all existing utility assignments. Assignments will be bulletined for five (5) days.
- Extra Utility Assignments run out of the same terminal more than four (4) consecutive days will be bulletined as a regular assignment.
- Rate of pay at fifty (50.00) dollars per hour. The rate is subject to general wage increases and cost of living adjustments. The assignment may assist crews in both yard and road operations and have a set schedule with consecutive working and rest days.
- Overtime is calculated by dividing forty hours by the workdays each week. For example, a schedule that works four ten-hour days would accrue overtime after ten hours each day. An assignment that works five eight-hour days would accrue overtime after eight hours each day.
- Assignments will receive, at minimum, the hours the assignment is bulletined for each day. Should the assignment be annulled, the employee would be paid the hours the assignment is bulletined for (e.g., 8, 10, 12-hour shift).
- Utility assignments are subject to Holiday Pay Provisions.
- Any future modification to crew size, through voluntary agreement, PEB, or tribunal, would trigger an instant pay increase of \$5.00 per hour.

- Carrier provided lodging, up to seventy-five (75) stays, if forced to a utility assignment more than seventy-five (75) miles from the employee's home terminal.
- The multiplying factor of 1.6 days will be used for qualification towards vacation (same as yard assignments).

Utility Qualification Roster

- All employees working in train service (yard/road) on the effective date of the agreement will be given a utility qualification date, based on their trainperson seniority date on the effective date of the agreement.
- Employees entering train service, either cut back from engine service or newly hired, will be placed at the bottom of the roster in trainperson seniority order.

EOT Payments

- Yard crews instructed to remove or install an end-of-train (EOT) device in a yard where car personnel are employed and on duty will receive one-hour at the current applicable straight time rate, in addition to all other earnings.
- Payable to both members of the yard crew.
- Eliminates existing criteria used for validating EOT claims. The only criteria needed to validate a claim is for car personnel to be employed and on duty at the location.

AGREEMENT

Between the

UNION PACIFIC RAILROAD

And the

**International Association of Sheet Metal, Air, Rail and Transportation Workers
-Transportation Division
(SMART-TD)
UP-Eastern, Northwest and Idaho Districts**

Train Service Productivity & Utilization Agreement

This Agreement reflects the parties' joint commitment to maximize overall train crew productivity and utilization. This Agreement amends the Eastern District Crew Consist Agreement effective February 1, 1992, the Northwest District effective December 19, 1991, and the Idaho Division effective December 5, 1991, and/or all previous agreements and modifications with respect to the applicable rules (if any).

Article I: Productivity and Crew Utilization

- A. Carrier obtains the right to eliminate any second train service position (i.e., brakeman/switchman/helper). Carrier may continue to utilize such positions as it deems necessary.
- B. There will be no work event restrictions enroute between terminals for trainmen in any class of service. Rules associated with road crews switching at the initial and final terminals where yard crews are on duty or employed are not modified.
- C. Any work event rule restrictions pertaining to Foreman only yard and/or transfer crews are hereby eliminated.
- D. All right of refusal provisions are eliminated.
- E. Assigned road and yard service crew members working as a reduced crew under this Agreement will be paid an additional two (2) hours at the current applicable straight time rate for each tour of duty worked. The rate is subject to general wage increases and cost of living adjustments.

NOTE 1: This payment will not be made if a second crew member is called or assigned to work as a brakeman/switchman/helper for the tour of duty.

NOTE 2: This payment does not apply to single person crew assignments that are working under existing agreement provisions prior to the effective date of this agreement (e.g., positions such as, but not limited to, utility, pilots, switch tender, long fielder, or signal suspension pilot.).

- F. Any existing rules surrounding foreman qualification requirements are eliminated (e.g., minimum number of trips.)
- G. A conductor/foreman-only crew member will not be censured, disciplined, or harassed if the crew member takes longer to perform work than the time taken by a crew with two (2) or more employees.

Article II - Utility Position

This Article supersedes Article I, Section 8 of the February 1, 1992, Crew Consist Agreement, Appendix A of the 1991 Idaho Crew Consist Agreement, the November 14, 1989 Oregon Utility Agreement, and local Utility Trainperson Agreements dated December 15, 2020, July 1, 2021 and September 14, 2021. The following will govern:

- A. The Carrier may establish utility positions to assist yard and/or road assignments or other work that they are otherwise capable of performing along with other duties that are not exclusive to other crafts.
- B. Utility assignments will be bulletined for 5-days. Bulletins must include starting time and on duty/tie up location. Carrier may discontinue a utility assignment after giving 24 hours' notice to the affected employee(s).
 - 1. Assignments may be bulletined with variable work schedules but must have consecutive rest days and not exceed 5 consecutive working days. Work schedules must provide a minimum of 40-hours per work week or 80-hours per two-week period, depending on the schedule.
 - 2. Assignments will be bulletined if the start time is changed more than 2 hours or if there is a change in on duty location.

NOTE: An employee will be notified by the end of their shift if the on duty time of their assignment is changed by two (2) hours or less the following day.

- 3. If an extra utility assignment is run out of the same terminal more than four (4) consecutive days, it will be promptly bulletined.
- 4. Utility Assignments must go on and off duty at the same location and will not layover at an outlying point.

- C. Employees awarded a utility position may not relinquish their assignment for a period of 30-days. Employees may relinquish their assignment after 30 days but may not bid to another utility position for 60 days.
- D. Any assignment not filled by application will be filled by the junior trainperson from the protecting road extra board. Employees force assigned to a utility position must vacate at first opportunity or be subject to Section C above.
- E. Extra assignments may be called as needed and as close as practicable two hours prior to on-duty time from the protecting extra board.
- F. Vacancies will be filled as follows:
 - 1. Protecting conductor extra board.
 - 2. Combination road/yard extra board.
 - 3. Yard extra board.
 - 4. First out in pool. If multiple pools exist at the location, the most senior employee first-out and rested will be called.

NOTE 1: Make-whole provisions apply to pool employees that fill vacancies.

NOTE 2: Acceptance is required for all vacancy steps above.

- G. Vacancies at outlying locations will be filled first by the extra board that protects the location where the vacancy occurred. The extra board trainperson must remain on the assignment for the duration of the vacancy. If the vacancy is known for more than one week, such employee will be released, upon request, at the end of each week. Such request must be made prior to 23:59 on the last day of the work week.

NOTE: Transportation will be provided to an outlying location unless the employee elects to transport themselves. Employees electing to transport themselves will be paid the applicable IRS mileage rate from their on-duty point to the outlying location.

- H. Temporary vacancies five (5) days or greater will be assigned to the first trainperson with request within the primary protecting extra board location and will remain on the assignment for the duration of the temporary vacancy unless displaced prior to 23:59 of the first day of the assignment. An employee holding the assignment after 00:01 on the second day of the assignment may not be displaced.
- I. If an employee is displaced from a utility assignment within the first 30 days, they must return to their previous class of service held prior to being awarded the utility assignment. The time spent working the utility assignment will count towards days worked in previous class of service for seniority movement purposes.

- J. Effective with the date of this agreement, the rate of pay is \$50.00 per hour. Should future modifications occur to crew size, either through voluntary agreement, arbitration, or Presidential Emergency Board or any other tribunal, the rate will be increased by \$5.00 per hour upon the effective date of such future modification. Overtime is calculated by dividing 40 hours by the number of scheduled workdays in each week. The rate will be subject to general wage increases and cost of living adjustments.

Example 1: Assignment A has a 5-day work schedule of 8 hours per day, totaling 40 hours per week. Overtime would begin after 8 hours.

Example 2: Assignment B has a 4-day work schedule of 10 hours per day, totaling 40 hours per week. Overtime would begin after 10 hours.

Example 3: Assignment C has a 5-day work schedule of 10 hours per day, totaling 50 hours per week. Overtime would begin after 8 hours each day.

Example 4: Assignment D has a 4-day work schedule of 12 hours per day, totaling 48 hours per week. Overtime would begin after 10 hours each day.

- K. Utility positions are governed by Article I of the June 25, 1964, National Agreement (Paid Holidays) and any subsequent amendments.

- L. An employee assigned to, and available for, their assignment will be paid a minimum of 8 hours or the number of hours the assignment is bulletined (e.g. 8, 10, 12 hour shifts) at the rate identified in Section J, each working day and in instances where the assignment is annulled.

- M. Vacation Qualification

1. The multiplying factor shall provide that each basic day worked on a utility assignment will be computed as 1.6 days for the purposes of determining qualification toward the 150 qualifying days in a calendar year to qualify for annual vacation for the succeeding year.
2. Calendar days which an employee assigned to a utility position is compensated while attending training and rules classes at the direction of the carrier will be included in determination of qualification for vacation, but such calendar days will not be subject to the multiplying factors set forth herein.
3. Existing rules and practices regarding vacations not specifically amended by this Section M, including but not limited to, scheduling vacations, shall continue in effect without change.

- N. Utility positions may work within and outside of switching limits without restriction. At locations where multiple seniority zones intersect utility positions may work within 25 miles of switching limits.

Example: At Cheyenne a Zone 200 utility position may work up to 25 miles into Zone 400 and Zone 100, but there is no mileage restriction on Zone 200.

O. Temporary Lodging

1. Employees who, as the result of their seniority, are forced to protect a utility position at locations greater than 75 miles from their assigned home terminal, will be afforded temporary lodging. The assigned home terminal will be the location from which the trainperson is initially forced. Mileage will be measured from the designated switching limits of the trainperson's assigned home terminal.

Example 1: Trainperson Jones assigned home terminal is Hinkle, Oregon. Trainperson Jones is force assigned to a utility position in Spokane, Washington because Trainperson Jones' seniority does not permit him/her to work as a trainperson at Hinkle. Because Spokane is greater than 75 miles from Hinkle, Trainperson Jones qualifies for temporary lodging at Spokane.

Example 2: Trainperson Jones assigned home terminal is Provo, Utah. Trainperson Jones is force assigned to a utility position in Helper, Utah because Trainperson Jones' seniority does not permit him/her to work as a trainperson at Provo. Because Provo is less than 75 miles from Helper, Trainperson Jones does not qualify for temporary lodging.

NOTE: For purposes of this Agreement and to be eligible for temporary lodging, a trainperson will be considered "force assigned" when by virtue of their seniority they would otherwise be forced to displace the junior most trainperson at an outlying location meeting the mileage parameters herein.

- 1) Upon successful notification of the assignment to which forced, the trainperson must report within forty-eight (48) hours.
- 2) A trainperson will not be eligible for the lodging benefit provided in this Agreement when working to an Away-From-Home-Terminal (AFHT) location.
- 3) Trainpersons who voluntarily exercise their seniority are not eligible for temporary lodging.

2. Eligible Trainpersons qualifying for temporary lodging under terms and conditions specified herein are limited to a total of seventy-five (75) stays in a calendar year from the initial time of arrival or until such time the Trainperson is released to return home, whichever occurs first.
- P. Employees absent more than 15 days will be removed from the assignment. The assignment will be bulletined in accordance with Article II, B and filled in accordance with existing rules.
1. Employees returning from an absence of 15 days or more will have full displacement rights.
- Q. Employees assigned to utility positions will meet FRA operating employee certifications and other minimum requirements and/or training determined by the Carrier.
- R. Employees assigned to utility positions remain subject to mandatory promotion pursuant to Article XIII, Section 4 of the 1985 UTU National Agreement.
- S. If required to operate a company vehicle, utility positions will be provided with a suitable company vehicle that is properly insured and licensed, for use during their tour of duty. Employees working a utility position will not incur any out-of-pocket expense associated with the operation of a company provided vehicle (i.e., fuel, equipment, maintenance). Utility positions may drive themselves and any other train service employee(s) regardless of position or assignment, as service may require.

Article III – Utility Qualification Roster

Employees working in train service on the date the agreement is made effective will establish a utility qualification date based on their trainperson seniority. This date will be used for awarding utility assignment positions.

Article IV – EOT

When a yard crew is instructed by a yard controller or a manager to remove or install an end-of-train (EOT) device in a yard where car repair technicians are employed (meaning on duty and in the yard) each ground crew member of such yard crew would be compensated one-hour at the current applicable straight time rate, in addition to all other earnings. Only one payment is made to such yard crew during their shift.

Article V – Overtime for Pool Freight Service

Overtime in pool freight service shall begin when the time on duty exceeds the miles run divided by the controlling divisor, or in any case, when on duty in excess of eleven (11)

hours until tie up.

Article VI – Ready Work Board

- A. The number of ready work board protected positions (referred to as “slots”) will be equivalent to the total number of assigned second crew positions at each location on the date of this agreement and the total number of brakeman/switchman starts called from extra boards during the previous 12-month period divided by 260. If the second crew position is at an outlying point, the slot will be established at the home point which fills the outlying position.

NOTE: If the decimal portion is less than 0.5, the total will round down. If the decimal portion is 0.5 or above, the total will round up.

- B. An equal number of employees involuntarily furloughed 30 days prior to, and up to thirty (30) years following the implementation of conductor only crews and capable of performing work with a seniority date prior to the signing date of this agreement may fill slots established in Section A in seniority order. When positions are needed on the Ready Work Board, slots will be filled through application first, followed by trainpersons who would otherwise be furloughed, in seniority order. Employees who are furloughed or whose service is not needed at another location within their seniority territory after the implementation of this Article VI will be placed on this ready work board in seniority order, after active employees who submit application.
1. Employees awarded a position to the Ready Work Board must remain on the board a minimum of 120 days and may not be displaced, unless a more senior person is reduced and would otherwise be furloughed or removed from the board upon recall by the Carrier.
 2. Employees awarded a position to the Ready Work Board that bid off after the 120-day minimum, will not be allowed to place on a subsequent Ready Work Board position until after working 120 days in active service, unless they are the junior employee subject to furlough.
- C. Such employees will receive 85% of the brakeman’s guarantee rate (XK board), subject to general wage increases and cost of living increases until recalled.
- D. Employees on the Ready Work Board retain the right to lay off, use personal leave, and take scheduled vacations as provided for in current agreement rules. Personal leave and vacation pay will offset guarantee. Employees laying off for other than paid absence will have their Ready Work Board guarantee pay reduced

for each 24-hour period they are laid off.

- E. Employees on Ready Work Boards must maintain their work certifications and/or proficiencies while in such status, by successfully completing any retraining or refresher programs required of active employees to maintain those proficiencies which may include the passing of tests or examinations (including physical examinations) to receive this guarantee.
- F. Employees assigned to a Ready Work Board may be called to fill vacancies.
- G. At noon each day the first out employee assigned to this board will be placed to the bottom of the board.
- H. Trainmen assigned to this Ready Work Board will not be eligible for placement to an AWTS, CRTB or other similar boards.
- I. Trainmen assigned to the Ready Work Board are subject to recall in reverse seniority order and must accept recall within (48) hours of notification. This board will be recalled ahead of trainmen assigned to an AWTS, CRTB, or other similar boards.

- 1. In the event an employee cannot be immediately contacted, proper notification will be considered as having been accomplished eight (8) hours from the time CMS calls all contact numbers listed in the employee's personal file in CMTS, one time each and leaving a message if possible. Such attempts will be documented in the employee's work history, as well as CMS' placing an electronic message in the employee's CMTS screen or portal. CMS actually speaking with the employee, receiving a call back from the employee, or the employee's acknowledgment will not be necessary to satisfy this requirement.

NOTE: Alternative electronic methods of contact (i.e. phone text, portal message, et.al.), may be used in lieu of phone contact and considered as proper notification pursuant to this paragraph. It is understood employees may accept notification prior to the (eight) 8-hour period referred to above.

- 2. Should an employee not report within forty-eight (48) hours, protective benefits will stop, and he or she will be furloughed.
 - i. The first time an employee fails to report in accordance with Section 2 above, the employee will not be recalled until all employees assigned to the Ready Work Board have been recalled.
 - ii. If an employee fails to report in accordance with Section 2 above for a second time, the employee will forfeit any rights to the Ready Work Board.

- iii. If any dispute arises regarding this Section I, it will be addressed between the General Chairperson and Director of Labor Relations.
- J. Ready Work Board payments will be considered as compensable service in determining the compensation due for vacation in succeeding years. Time spent on a ready work board will not count toward determining whether the employee is eligible for vacation in succeeding years but will count in determining the length of vacation to which an employee, otherwise eligible, is entitled. If an employee assigned to a Ready Work Board fills a vacancy in accordance with Section F, the miles earned from working that vacancy will count toward vacation eligibility the following year.
- K. Employees on the Ready Work Board are covered by Health and Welfare Plans, Union Shop, Dues Checkoff, Discipline Rules and the Grievance Procedures that are applicable to employees in active service.
- L. Employees assigned to a ready work board are not eligible for holiday pay.
- M. The wage protection identified in this Article may be suspended by Carrier upon an act of God, war or other unforeseeable event that suspends Carrier's operations in whole or part for more than a 30-calendar day period.
- N. There will be no duplication of protective benefits for any employee covered by this Agreement.

Article VII: Signing Bonus

- A. Trainpersons who meet the criteria set forth herein will qualify for a lump sum payment of \$27,500 provided the Agreement is ratified and made effective prior to June 15, 2023:
 - 1. To qualify, train service employees must have an employment relationship with the Carrier on or before the signing date of this Agreement and must be actively assigned in yard and/or road service.
 - 2. Train service employees who are on Leave of Absence, furloughed, or are dismissed from service pending arbitration will, upon returning to active service by the Carrier or by Board Award qualify for this lump sum payment.
 - 3. There will be no duplication of the lump sum payment by virtue of employment under any other Agreement, nor will such payment be used to offset, construct, or increase guarantees in protective agreements or arrangements.

4. The lump sum payment will not count towards a trainperson's 1/52 vacation rate of pay and will not count for purposes of vacation and/or Family Medical Leave qualification.
5. The Carrier will make all reasonable efforts to pay the signing bonus as soon as possible and no later than sixty (60) days after the effective date of the Agreement.

Note: The signing bonus is not for service performed.

Article VIII – General Provisions

- A. Article XII of 1985 National Agreement regarding termination of seniority for those employed on the date of this Agreement are suspended.
- B. This Agreement settles, with respect to the territories covered by this Agreement only, the disputes related to modifications to the Crew Consist Agreements growing out of the notice served upon the organization by the Carrier on or subsequent to November 1, 2019 (including any notices outstanding as of that date.) No party to this Agreement shall serve or progress, prior to November 1, 2024 (not to become effective before January 1, 2025), any notice or proposal related to modifying existing Crew Consist Agreements. The parties mutually commit to continued negotiations concerning future modifications of the Crew Consist Agreements.
- C. Except as specifically set forth herein, no other Agreement rules, practices, or interpretations are changed by the terms of this Agreement. In the event there is a conflict, the terms of this Agreement will prevail.

This agreement is signed on _____, 2023 and effective on _____, 2023.

For the SMART-TD:

For the Union Pacific
Railroad:

Brent Leonard
Vice President, SMART-TD

Maqui Parkerson
Vice President, Labor Relations

Luke Edington
General Chairperson, SMART-TD GO-953

Naomi Deines
General Director, Labor Relations

Jennifer Powell
Director, Labor Relations

Tentative Agreement

Questions & Answers

Article I: Productivity and Crew Redeployment

- Q1: Does this eliminate the payment to pool freight conductors on Idaho territory who exceed three (3) work events enroute?
- A1: Yes, however such conductors shall still receive applicable short crew allowances outlined in previous Crew Consist Agreements and/or modifications.
- Q2: Will the two (2) hour payment listed in Section D. be paid to all assigned road and yard service employees who work as a reduced crew (without a brakeman, switchman, or helper)?
- A2: Yes, it will be automatically generated for those reduced crews. Employees working under Hub Agreements that allow for foreman only operations or 50% of yard assignments to operate foreman only will also be paid the two (2) hour payment.
- Q3: Will employees working in assigned road or yard service who are eligible for a short crew allowance from a previous Crew Consist Agreement or modification receive the two (2) hour payment if working without a brakeman/switchman?
- A3: Yes, those employees will receive the two (2) hour payment in lieu of the short crew allowance and/or any existing payment provisions for exceeding three (3) work events enroute. When such employees work with a brakeman/switchman, they will not receive a two (2) hour payment, but will receive any applicable short crew allowance provided in previous Crew Consist Agreements or modifications. Payments cannot be duplicated or pyramided.
- Q4: Does assistance from a utility assignment affect the two (2) hour payment to foreman or conductor only crews?
- A4: No.
- Q5: Do transfer assignments qualify for the two (2) hour payment?
- A5: Yes, as they may now be used for general switching.
- Q6: Are extra employees who fill a vacancy on a regular assignment that works as a reduced crew (without a brakeman, switchman/helper) entitled to the two (2) hour payment?
- A6: Yes.
- Q7: Are employees who hold down a temporary vacancy (under the applicable rules) on an assignment that works as a reduced crew (without a brakeman, switchman/helper) entitled to the two (2) hour payment?

A7: Yes.

Q8: Are foreman only extra yard assignments entitled to the two (2) hour payment?

A8: Yes. Any foreman only yard assignment, whether regular or extra, is entitled to the payment.

Q9: Are employees hired after the effective date of this agreement entitled to the two (2) hour payment.

A9: Yes.

Q10: Does Section F reduce the training period for employees to get foreman qualified?

A10: No. This provision only eliminates rules requiring a requisite number of starts or tenure before an employee can enter foreman training. The parties will work together to ensure employees will be afforded adequate training at each location.

Q11: Does this agreement affect the productivity payments made to protected employees?

A11: No, this agreement does not modify nor eliminate those payments.

Q12: Does this agreement affect the \$26.00 turnaround provision provided in the July 28, 2017, Wichita-Herington-Wichita Turnaround Pool Freight Operations Agreement?

A12: No, this agreement does not modify or eliminate this payment.

Article II: Utility Positions

Q1: Are utility positions allowed to work independently?

A1: Yes, unless the work performed is related to the switching, preparation of, or movement of trains in current operations.

Q2: Does a temporary change to a start time require an assignment to be bulletined?

A2: No. The two-hour window described in Article II, Section B.2 is only to be used on a limited basis. Any permanent change to the start time would require a new bulletin.

Q3: Will an employee force assigned under Article II, D. be eligible for temporary lodging?

A3: Yes. Lodging will be provided to forced employees who qualify under the provisions of Article II, O.

Q4: Will an employee assigned to a utility position be entitled to a meal period during their tour of duty?

A4: No. A meal period is not a right afforded under this agreement. However, the employee may work with local management to allow for an appropriate break during their tour of duty provided it does not cause a delay to operations.

Q5: Can the yard extra board be called to fill a utility position vacancy outside of the calling cycle/bracket?

A5: Yes.

Q6: Are pool employees who fill a vacancy required to remain available in order to protect their make whole?

A6: No.

Q7: Are Utility Assignments subject to UP-Eastern District Rule 71?

A7: No.

Article III: Utility Qualification Roster

Q1: Will FITs be placed on the utility qualification roster?

A1: Yes.

Q2: Will employees working as engineers at the time the agreement is made effective be listed on the utility qualification roster?

A2: No. Such employees will not be listed until they are cut back from engine service. At that time, they will be listed at the bottom of the utility qualification roster. If more than one employee is cut back at the same time, they will be listed in trainperson seniority order.

Q3: Will borrow out employees working in territories that are affected by this agreement be placed on the utility qualification roster?

A3: Yes, such employees will establish a temporary qualification date based on their temporary date that was established when accepting the borrow out. Once the employee is released by the Carrier or voluntarily returns to their home location, they will be removed from the utility qualification roster.

Q4: How will employees who are reinstated after the date of this agreement or markup from a leave of absence handled?

A4: Such employees will be placed on the Utility Qualification Roster using their trainperson seniority date provided they work a position in train service upon marking up.

Article V: Overtime for Pool Freight Service

Q1: Are employees hired after the effective date of this agreement entitled to the pool freight overtime provision?

A1: Yes.

Q2: Will pools that currently receive overtime prior to eleven hours under the current divisor be modified in any manner?

A2: No. The current divisor will be used to calculate overtime and employees will receive overtime as they do today prior to eleven hours.

Article VI: Ready Work Board

Q1: Is the Ready Work Board biddable?

A1: Yes. Assignment to the Ready Work Board will be handled in seniority order.

Q2: May employees bid the Ready Work Board when there's no reduction in manpower that would necessitate furlough?

A2: No. Slots on the Ready Work Board are only available when employees are furloughed. For example, a location has an excess of manpower and there is a reduction in manpower. After the reduction, ten employees will be displaced and cannot hold any assignment except the ready reserve board. Ten slots would be opened and made available to all employees at that location. Employees making application to the ready reserve board would be assigned in seniority order followed by those furloughed in seniority order.

Q3: Are cutback engineers who are working as trainpersons allowed to submit an application to the ready reserve board?

A3: Yes. Any trainperson may submit an application to the Ready Work Board when positions are needed. Slots will be awarded in trainperson seniority order; however, should a cut back engineer get awarded a position on the Ready Work Board and get added back as an engineer, they must return to engine service in accordance with the applicable agreement.

Article VII: Signing Bonus

Q1: Do new hires qualify for the signing bonus?

A1: Employees that have established a conductor's date on or before the effective date of the agreement are eligible for the signing bonus.

Q2: Are switchman who work hostler positions using their switchman seniority entitled to the signing bonus?

A2: Yes. Any train service employee who works a position using trainmen's seniority

would qualify, i.e., Denver switchman/hostlers.

- Q3: Will employees working positions under SMART TD's Peer Trainer Agreement be eligible for the signing bonus?
- A3: Yes, provided such employees would otherwise be working a train service position.
- Q4: Are trainpersons who are in FIT training on the effective date of the agreement entitled to the signing bonus?
- A4: Yes. Employees holding an engine service position on the effective date of this agreement are not eligible for the signing bonus.
- Q5: Will an employee who is in bumped status on the signing date of the agreement be eligible for the signing bonus?
- A5: Yes, provided such employee makes a seniority move to a train service position at the expiration of their bump.
- Q6: Will the signing bonus be paid on a separate check or included with regular payroll check?
- A6: Carrier will make payment by way of separate payroll check.

Side Letter #1

Mr. Luke Edington
General Chairman – SMART TD
5990 SW 28th Street #F
Topeka, KS 66614

RE: Implementation Procedures

Dear Mr. Edington:

Since this agreement establishes a new position and qualification rosters, this letter will outline the implementation procedures. It is agreed:

1. During the first 90 days from the effective date of this agreement utility positions may be bulleted fifteen (15) days in advance. If the position is not pre-bulletined, it will be bulletined in accordance with Article II.B. Employees holding an existing utility position on the effective date of this agreement will remain on the assignment, unless displaced, until the bulletin is awarded.
2. A snapshot of the rosters will be captured at 00:01 on the date the agreement is made effective and used to establish the utility qualification roster. Any future adjustments will be handled between the General Chairperson and the Director of Labor Relations.
3. Peer trainers may be utilized under the party's agreement to assist with the training and qualification of employees on the utility assignments.

Sincerely,

Jennifer Powell
Director – Labor Relations

AGREED:

Luke Edington
General Chairperson – SMART TD GO-953

Mr. Luke Edington
General Chairman – SMART TD
5990 SW 28th Street #F
Topeka, KS 66614

RE: Vacancy procedures at location with multiple boards

Dear Mr. Edington:

The parties recognize there are locations where multiple extra boards protect vacancies at a terminal. When filling vacancies for utility positions pursuant to Article II, Section F.1-3, the following steps will govern at the following locations:

Ogden:

- Step 1: UY993 XC60
- Step 2: UY993 XC65
- Step 3: UY993 XK61

Salt Lake:

- Step 1: UZ029 XC80
- Step 2: UZ029 XC46
- Step 3: UZ029 XT50
- Step 4: UZ029 XT51
- Step 5: UZ029 XK81

North Platte:

- Step 1: NX284 XC03
- Step 2: NX284 XC02
- Step 3: NX284 XS33

Fremont:

- Step 1: NX039 XC10
- Step 2: NX001 XC01
- Step 3: NZ459 XC01

Missouri Valley:

- Step 1: NZ459 XC01
- Step 2: NX001 XC01
- Step 3: NX039 XC10

Council Bluffs:

- Step 1: NX001 XC01
- Step 2: NZ459 XC01
- Step 3: NX039 XC10

Denver Terminal:

- Step 1: WD640 XC01
- Step 2: WD640 XC34
- Step 2: WD640 XK01
- Step 3: WD687 XT01

For any additional locations not identified herein, the parties will work together to determine proper board order for filling vacancies at those locations.

Sincerely,

Jennifer Powell
Director – Labor Relations

AGREED:

Luke Edington
General Chairperson – SMART TD GO-953

Mr. Luke Edington
General Chairman – SMART TD
5990 SW 28th Street #F
Topeka, KS 66614

RE: Borrow outs and signing bonus

Dear Mr. Edington:

During negotiations the subject of “borrowed-out” employees was discussed related to the signing bonus provided in Article VII. This will confirm the parties’ agreement regarding signing bonus entitlements for borrowed out employees.

It is agreed borrowed out employee must meet the qualification requirements identified in Article VII in addition to the following qualification requirements:

1. Individuals under the jurisdiction of the UP-Eastern, Idaho, or Pacific Northwest District Collective Bargaining Agreement that are borrowed out to another territory less than 90 days from the effective date of this agreement would qualify for the signing bonus.
2. Individuals from another territory under the jurisdiction of this General Committee or under the jurisdiction of another General Committee borrowed out into the jurisdiction of the UP-Eastern, Idaho, or Pacific Northwest District Collective Bargaining Agreement 90 days or more prior to the effective date of this agreement would qualify for the signing bonus.
3. There will be no duplication of lump sum payment to a borrowed-out employee by virtue of employment under any other Agreement.

Sincerely,

Jennifer Powell
Director – Labor Relations

AGREED:

Luke Edington
General Chairperson – SMART TD GO-953