

AGREEMENT

#2201031783

Between the

UNION PACIFIC RAILROAD

And the

SMART-TRANSPORTATION DIVISION

(Union Pacific Eastern District)

Auxiliary Work and Training Status (AWTS) (Nebraska/Kansas – Zone 100)

As a result of recent discussions between the parties, the purpose of this Agreement is to create an alternative to furlough status for employees.

THEREFORE IT IS AGREED the following will govern the Auxiliary Work and Training Status (AWTS) of trainmen working under the Union Pacific Eastern District Agreement in Zone 100:

ARTICLE I: Purpose and Eligibility

- A. Any trainman who, by virtue of his/her seniority is unable to hold a full time train service position in Zone 100 and who would otherwise be furloughed will be offered the opportunity to accept AWTS subject to any cap.
 - (1) It is understood a trainman may elect AWTS at the location where cutoff (seniority permitting) in lieu of exercising to another location (seniority permitting) so long as he/she is not needed to protect an assignment at the other location.
 - (2) It is understood, this does not preclude the Carrier from force assigning and/or recalling a trainman, seniority permitting to open vacant positions within the Zone in accordance with existing collectively bargained agreement provisions.

ARTICLE II: Availability and Assignments

A. Availability

- (1) Crew Management (CMS) will notify a trainman at the time of furlough of his/her AWTS option.

- (2) Trainmen who do not elect to exercise their seniority to an available AWTS position will be furloughed in accordance with existing agreement provisions.
- (3) Trainmen accepting an AWTS position will be required to be available for service eight (8) days per month. It is understood this may require additional days in order to complete a tour of duty and/or return to his/her home terminal.
- (4) Crew Management (CMS) will advise trainmen so assigned to AWTS positions and the appropriate SMART-TD Local Chairman of their month availability schedule prior to the first day of each month.
- (5) Trainmen assigned to AWTS positions will not be subject to displacement except in the normal exercise of seniority by a senior trainmen who would otherwise be furloughed.
- (6) Trainmen assigned to AWTS positions will not be permitted to observe unused personal leave and/or vacation days on designated work/training days [See Article III, Sections B and C].

B. Assignments

- (1) AWTS trainmen may be used on their designated work days for any work and/or training assignments required of other road/yard service trainmen.
- (2) AWTS trainmen who are required to work and/or train at a location more than thirty (30) miles from their home point AWTS location will be treated, for purposes of auto miles, lodging, and meals, as an extra employee working at that location.
 - a. For employees whose home point AWTS location is within the Omaha Metro Complex (OMC) and they are being required to work and/or train at another location within the OMC, the above provision (Section B, paragraph 2) will not apply.
- (3) AWTS trainmen on their designated work days may be used as a primary source of supply for protecting service only after the primary extra board source of supply is exhausted.

NOTE: It is not the intent or purpose of this Agreement to regulate or reduce the number of fulltime trainmen positions on extra boards. The

regulating factors under the governing Agreements will not be modified by any provision outlined herein.

- (4) When multiple AWTS trainmen are scheduled on the same designated work day they will be called on a rotation, first-in / first out basis. When scheduled on designated work days for training, AWTS trainmen may be called /scheduled out of order.
- (5) An AWTS trainman who is unavailable for work and/or training for two (2) or more occurrences on designated work days within a rolling 120-day period shall be immediately removed from their assigned AWTS position and placed in furlough status. This does not preclude a trainman who is later recalled to active service from again becoming eligible for an AWTS position should he/she once again be unable to hold a full time road/yard service assignment.

NOTE: A trainman who is absent (2) or more days account illness, bereavement, or other exceptional circumstance may request a review by his/her Local Chairman and Crew Management after providing documentation for the absence. If unable to resolve at the local level, the General Chairman and Director Labor Relations will review the matter.

ARTICLE III: Compensation

- A. Trainmen assigned to AWTS positions will be guaranteed a minimum of eight (8) days pay per month at the applicable UPED yard foreman daily rate based on the following:
 - (1) Must remain available and/or perform service on each designated work day and/or training day.
 - (2) An AWTS trainman who lays off, misses or is otherwise unavailable for call on a designated work/training day will forfeit his/her AWTS guarantee for the month.
 - (3) All earnings made by an AWTS trainman on a designated work/training day shall be used to offset the monthly AWTS guarantee.
- B. An AWTS trainman who possesses unused vacation benefits will be paid in lieu at the time of the scheduled vacation. These vacation earnings paid in lieu will not offset his/her AWTS monthly guarantee except as noted in Section 2 below:
 - (1) An AWTS trainman who requests to Crew Management in advance of the scheduling of his/her designated work days may observe his/her vacation as scheduled. If the request is not made as set forth herein, any unused vacation will be handled in accordance with this Section B.

- (2) An AWTS trainman who elects to observe his scheduled vacation in accordance with Section B (1) above will have his/her monthly guarantee offset by his/her vacation earnings should they fall on a designated work/training day.
- C. An AWTS trainman may elect to observe any unused personal leave days and/or single vacation days on days other than designated work/training days. Compensation for these days will not be used to offset his/her monthly AWTS guarantee.

ARTICLE IV: Regulation

- A. On the effective date of this Agreement, the Carrier will initially establish AWTS Boards at each home point location in Zone 100 and has the discretion to set the staffing levels for each AWTS Board. It is understood the initial number of positions may be reduced as trainmen are recalled to full time positions or otherwise vacate the AWTS Board under the terms and conditions outlined herein.
- B. Thereafter, and in not less than sixty (60) day increments, the Carrier may adjust the number of available AWTS positions for Zone 100. Before any reduction is made, *the General Chairman will be notified* and the parties shall meet to discuss the proposed reduction.
- C. Trainmen assigned to AWTS Boards, where maintained, will be the first source of supply for recall to full time road/yard positions.
 - (1) AWTS trainmen will be recalled in seniority order and must accept recall within (48) hours of being so notified by Crew Management. Failure to respond within (48) hours of the first attempted notification will result in his/her removal from the AWTS Board and placement in furlough status.

NOTE: Crew Management will make a reasonable number of attempts to recall trainmen from the AWTS Board. In any event, no less than four (4) attempts will be made spread across the (48) hour period.
 - (2) Trainmen who fail to respond to recall and are subsequently furloughed will not be eligible for an AWTS position for a period of (180) days, nor will they be permitted to bid a full-time position for a period of (60) days.
- D. Eligible furloughed trainmen will have access to the CMS system and may, through a standing bid request, apply for new AWTS positions or AWTS positions vacated by recalled AWTS trainmen provided the number of assigned AWTS positions has not been reduced and there are no junior trainmen working

full time road/yard positions. This section does not apply to trainmen placed in furlough status under Section C (2) above or Article II, Section B (5).

- E. Nothing in this Agreement precludes the Carrier from recalling furloughed trainmen in accordance with the terms and conditions of the controlling collectively bargained agreements.

ARTICLE V: Miscellaneous Provisions:

- A. Health and Welfare benefits will be provided in accordance with applicable agreements.
- B. 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.
- C. Any dispute regarding the application of this Agreement may be directly referred to the General Chairman and Director Labor Relations. Any time claim or grievance that emanates from the application of this Agreement will be handled in accordance with the Claim Handling Agreement between the parties.
- D. This Agreement may be cancelled by either party by serving a ninety (90) day written notice upon the other. During the (90) day period, the parties will meet to discuss and resolve any issues leading up to the cancellation notice.

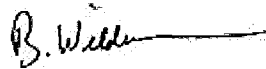
Signed this 3rd day of January, 2017.

FOR THE ORGANIZATION:



Brent C. Leonard
General Chairman SMART-TD

FOR THE CARRIER:



Beth Wilderman
Director, Labor Relations

Side Letter #1

BRENT C. LEONARD
GENERAL CHAIRMAN SMART-TD 953
5990 SW 28TH STREET SUITE "F"
TOPEKA, KANSAS 66614

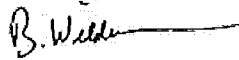
Dear Mr. Leonard:

To clarify the recall provisions set forth in this Agreement the following procedures will take place in order when recalling trainmen to full time positions:

- Step 1: Recall the senior trainman assigned to the AWTS board at the location (and/or source of supply point) where the full time position exists. The resultant AWTS vacancy may be backfilled until the cap is met.
- Step 2: Recall the senior Stay Home furloughed trainman at the location (and/or source of supply point) where the full time position exists.
- Step 3: Recall the junior AWTS trainman assigned to the AWTS board at the next closest source of supply point within the zone. Employees are entitled lodging until released back to their home point location or at such time their seniority allows them to hold a job including extra board at their home point.
- Step 4: Recall the senior furloughed trainman at location.
- Step 5: Recall junior furloughed trainmen at next closest point of supply.

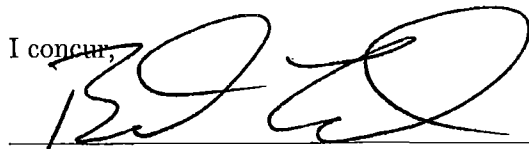
If the foregoing accurately reflects our understanding please so indicate by signing in the space provided.

Respectfully,



Beth Wilderman
Director, Labor Relations

I concur,



B.C. Leonard, General Chairman SMART-TD 953

Side Letter #2

BRENT C. LEONARD
GENERAL CHAIRMAN SMART-TD 953
5990 SW 28TH STREET SUITE "F"
TOPEKA, KANSAS 66614

Dear Mr. Leonard:

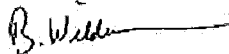
This refers to our discussions regarding the establishment of Auxiliary Work and Training Status (AWTS) for trainmen/yardmen in Zone 100 Seniority District. In conjunction with these discussions, your Organization raised concerns regarding the handling of employees who are cut off from working at one location (but not furloughed) and then forced to a position at another location within Zone 100. Specifically, the parties want to establish the travel time for employees to report for work at the new location under such circumstances. Additional travel/reporting time will be given to a trainman force assigned once he/she is successfully notified under the following conditions:

- a. None, if the position is 0-30 miles from his/her current reporting location.
- b. Twenty-four (24) hours if the position is 31-100 miles from his/her current reporting location, not including anyone forced from one location within the Omaha Metro Complex to another location within the Omaha Metro Complex.
- c. Forty-eight (48) hours if the position is over 100 miles from his/her current reporting location.

When additional reporting time is granted, the employee will be automatically marked up and subject to call at the expiration of the authorized travel time. Should an employee desire to report in advance of the allotted travel time, he/she will be required to inform CMS in advance when they will report.

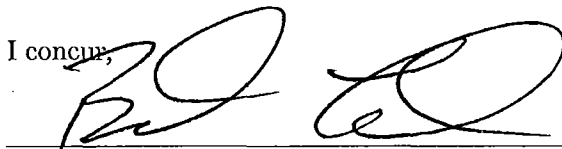
If the foregoing accurately reflects our understanding please so indicate by signing in the space provided.

Respectfully,



Beth Wilderman
Director, Labor Relations

I concur,



B.C. Leonard, General Chairman SMART-TD 953