

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

And the

SHEET METAL, AIRLINE, RAIL & TRANSPORTATION –

TRANSPORTATION DIVISION (SMART-TD)

(Oregon Division)

CERTIFICATION RETENTION TRAINING BOARDS

AND

HANDLING OF FURLOUGH EMPLOYEES

PORTLAND ZONE 2 HUB

The parties recognize persistent economic uncertainties as well as the usual seasonal business peaks inherent to this industry warrant an alternative to furlough status and processes to accommodate furloughed trainmen. Recognizing the mutual benefit of maintaining a stable, qualified, and immediate manpower reserve and attempting to minimize unintended recall consequences IT IS AGREED:

I. Eligibility and Assignments

- A. Union Pacific may establish Certification Retention and Training Boards (CRTB) in Portland Zone 2 Hub at Spokane, Hinkle, and LaGrande consistent with the terms and conditions outlined in this agreement.
- B. Eligibility for voluntary placement to a CRTB board will be restricted to trainmen who are unable, through the normal exercise of seniority, to hold a train or yard service position on their seniority district and are thus subject to furlough (including stay-at-home furloughs). At the time of furlough, the junior employee subject to furlough will be offered the option to accept CRTB. An employee who does not accept CRTB within forty-eight (48) hours from the time it is offered will be automatically furloughed in accordance with existing agreements.

NOTE: AWTs will not be afforded to trainmen who are in a borrowed out or leave of absence status.

- C. When CRTB board is established and/or increased in Portland Hub Zone 2, eligible furloughed trainmen with a standing bid (application) on file with CMS will be selected and assigned in seniority order.
- D. The number of trainmen eligible for the CRTB board will not exceed 40 trainmen, unless mutually agreed to by the parties.
- E. CMS may establish rolling sets of designated protection days throughout a calendar month (i.e. SS, SM, MT, TW, WT, TF, FS). Employees assigned to a CRTB board may bid one-set of designated protection days.
 - 1. The carrier will have discretion on determining the number of employees allowed to bid on each set of designated protection days.
 - 2. Employees may be allowed to change their designated protection days once every 30 day period. Requests to change their designated set of protection days must be made to CMS by the 25th day of the month to be effective on the 1st of the next month.
 - 3. Once a CRTB employee is assigned a set designated protection days for an upcoming month, they may not be displaced or move from that designated set of protection days for the month unless recalled by the Carrier to a full time position or unless displaced by a senior employee making election to a CRTB board at the time of furlough

NOTE 1: It is not intended for the CRTB boards to replace company qualification training programs such as, RCO, hostler, etc.

NOTE 2: The Carrier will make every effort to ensure employees assigned to the CRTB are provided training needed to maintain current qualifications.

- F. Employees assigned to a CRTB may elect to make a one-time move to another CRTB location with Portland Hub 2, seniority permitting. Requests to make a one-time move to another CRTB location must be made to CMS by the 25th day of the month to be effective on the 1st of the next month.

NOTE: It is understood no claims will be associated with an employee electing to make a one-time move pursuant to this Section F.

II. Availability and Guarantee

- A. CRTB employees will be required to be available to start work eight (8) days per month which may also require them to work additional days in order to complete a tour of duty/return to his/her home terminal. CRTB employees will be required

to accept a call from 0001 of their first protection day through 2359 on their second protection day each week.

- B. CRTB employees will be guaranteed a minimum of eight (8) days pay, at the applicable foreman basic daily rate, per month so long as the employee performs all work and training for which called or is available for service on his/her scheduled days.
- C. Employees assigned to a CRTB board will not be utilized to supplant assigned or extra board employees on any position. If an employee assigned to a CRTB board is required to work a position that is filled by an assigned or extra board employee, the senior trainmen with application on file of the protecting extra board shall receive a payment of four (4) hours.
- D. If an employee in CRTB fails to be available for work or training during two (2) designated workdays within a rolling 120-day period, the employee shall be immediately removed from CRTB and he or she shall be placed in furlough status.
- E. An employee removed from CRTB pursuant to Section II, D above for a second time will not be allowed to bid back to CRTB for a minimum of eighteen (18) months.
- F. An employee in CRTB will be eligible to observe unused personal leave or single days of vacation on their non-designated protection days.

NOTE: It is the employee's responsibility to ensure they do not schedule a personal leave day or single vacation day on a designated protection day. Should a personal leave day or single day of vacation fall on a designated protection day, it will be considered as failing to be available for work or training pursuant to Section II, D above.

- G. An employee in CRTB will be allowed to observe his or her scheduled weeks of vacation.
 - 1. A CRTB employee who observes his/her scheduled vacation in accordance with this Paragraph G will have his/her monthly guarantee offset by his/her vacation earnings should they fall on a designated protection day.
 - 2. A CRTB employee who observes his/her scheduled vacation in accordance with this Paragraph G will not have his/her monthly guarantee offset by his/her vacation earnings should they fall on other than a designated protection day.
 - 3. A CRTB employee may also request his/her scheduled vacation be paid in lieu of observing the scheduled vacation. The employee must contact manpower prior by the 1st of each month to make such request.

NOTE: Scheduled week(s) of vacation will not be considered as failing to be available and will not count towards the 90 day review period under Section II, E and F above.

- H. Portland Zone 2 Hub employees in CRTB will not be required to work and/or train outside of the Portland Zone 2 Hub, however may be required to attend classroom training outside of the Portland Zone 2 Hub (i.e. rules exams).
- I. When a CRTB employee is assigned to a regular job, they will have 48 hours from the time they are successfully notified or until the next protection day, whichever comes first, to report for the regular assignment. Additional travel/reporting time will be given to a CRTB employee that is force assigned once he or she is successfully notified under the following conditions:

- 0-50 miles – no additional time
- 51-100 miles – 24 hours
- 101-200 miles – 48 hours
- 201 more miles - 72 hours

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

Example: Employee on a CRTB board at Spokane with Saturday/Sunday protection days is assigned to a regular assignment in La Grande on Friday. The employee will be considered successfully notified on Saturday and will receive an additional 72 hours reporting time beginning on Saturday.

III. Recall and Furlough Status

- A. CRTB boards, where maintained, will be the first source of supply to recall trainmen in seniority order to fill full-time positions prior to recalling furloughed trainmen. The recall order is senior assigned to CRTB at the location where the full-time position exists, senior assigned to CRTB at next closest location, then senior furlough trainmen.
- B. When it is necessary to recall an employee from furloughed status, the senior furloughed trainman within the Portland Zone 2 Hub will be recalled and assigned to a permanent vacancy in accordance with the terms and conditions of the controlling collective bargaining agreement.
- C. A trainman who is recalled from furlough status in accordance with existing rules, but fails to report for duty, will forfeit his or her seniority in accordance with Rule 70 of the Schedule Rules.

IV. General Provisions

- A. Health and Welfare benefits will be provided in accordance with applicable agreements.
- B. The terms and conditions of this Agreement, general and specific, shall not be applied, or interpreted to apply, to other locations or territories, will not prejudice the position of either party and will not be referred to in connection with any other case, agreement and or dispute resolution.
- C. This Memorandum of Agreement may be cancelled by either party by serving a thirty (30) day advance written notice.

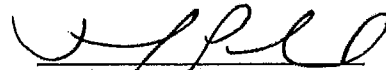
Signed this 17 day of May, 2019, in Omaha, Nebraska.

For the SMART-TD



Luke Edington
General Chairman

For Union Pacific Railroad:



Jennifer Powell
Labor Relations



BUILDING AMERICA®

October 18, 2019

Side Letter # 1

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

(via email only)

RE: Modification pilot to the May 10, 2019 CRTB Agreement

Dear Mr. Edington,

This is in reference to recent discussions regarding the May 10, 2019 CRTB Agreement in Portland Zone 2 and issues surrounding trainmen remaining in a bumped status in excess of their 48-hour displacement period. In order to increase stability in Portland Zone 2 and to provide a mechanism for trainmen to remain at their desired work location, the parties have agreed to pilot an amendment to Section I, B of the May 10, 2019 CRTB Agreement in order to address concerns raised by both parties. Therefore, IT IS AGREED:

- A. Trainmen who fail to exercise their seniority within 48 hours pursuant to Article XII of the May 8, 1996 Award of Arbitration Board No. 559 and their services are not needed at any other location where they hold seniority will be contacted by Crew Management Services at the expiration of their 48-hour displacement period and offered the following options:
- 1) Immediately utilize their displacement and exercise seniority within Portland Zone 2.
 - 2) Trainmen who are displaced and cannot hold any assignment at their terminal, may contact Crew Management Services and be placed on a CRTB, at the terminal of their choice, in Hub 2 so long as there are no trainmen junior to them working an assignment at that terminal.
 - 3) Furlough at any location within the Hub so as long as the employee cannot hold an assignment at that location. If no terminal is designated by the employee, they will be furloughed at the last location worked.

EXCEPTION: Displaced employees are relieved from exhausting seniority to outlying assignments that are located 50 miles or more from their designated terminal prior them being placed on the CRTB.

- B. If a no bid vacancy occurs on any position over 50 miles away, it will be filled with the senior employee from the nearest CRTB.
- C. If an employee is force assigned to a position that is over 50 miles away from their designated terminal, the employee may request, via application, to be placed on the CRTB of their choice, so long as there is a senior employee to them on the nearest CRTB.

Note: If the displaced employee is needed at another location, they may be forced to a vacant assignment so long as they are the junior most employee. If they are not or no longer needed at another location, they may choose between steps 2 or 3.

- D. Trainmen failing to respond or exercise one of the options above will be automatically furloughed 48 hours after the expiration of their displacement period.

EXAMPLE:

- Bump is effective 1201 on August 2nd
 - Employee may contact CMS to place on a CRTB or furlough board as described in options 2 and 3.
 - 48 hour displacement expires at 12:01 August 4th
 - CMS attempts to contact employee at some point between 12:02 August 4th and August 12:02 August 6th.
 - Employee fails to respond or elect an option.
 - Furlough is effective 12:03 August 6th
- E. It is understood that above language does not modify the current provisions provided under Section I, B. but appends to the existing language contained therein. It is also understood no claims will be filed or progressed regarding the interpretation or application of this pilot agreement.

The parties agree to pilot this modification for a period of 30 days. At the expiration of the (30) day period, either party may elect to cancel this amendment by providing five (5) day written notice and the agreement will revert back to the provisions outlined in the May 10, 2019 CRTB Agreement.

Sincerely,

Jennifer Powell
Director - Labor Relations