



**BUILDING AMERICA®**

March 23, 2020

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

RE: COVID-19 Temporary Agreement

Dear Mr. Edington,

With the current global crisis related to the COVID-19 pandemic, the parties have agreed to make the following modifications on agreements governed by the SMART Transportation General Committee 953 in order to provide a safe working environment while maintaining train operations. Accordingly it is agreed:

### **SENIORITY MOVES**

Rules pertaining to timelines associated with seniority moves are temporarily modified as follows:

- I. While this temporary agreement is in effect, employees will not be permitted to make a voluntary seniority move from the assignment/board they are currently assigned on the effective date of this agreement except for the following:
  - A. Permanent vacancies that are created by what is known to be an extended absence (excluding vacation) due to medical leave or medical status will be immediately filled (on the first day) by the senior trainman with an application/bid on file.
  - B. At the expiration of the medical leave, the employee returning to work will immediately be placed back on their assignment and the displaced trainmen will be allowed to make a seniority move in accordance with the Schedule of Rules.

NOTE: This provision will not take effect until 2 calendar days after the agreement is signed by both parties. The intent is to allow employees the opportunity to make a final seniority move in accordance with existing schedule rules and agreements.

- II. The parties recognize they may need to address other specific situations that may occur during an emergency and they will work together to resolve them amicably.

### **TEMPORARY AGREEMENT TRAINING BOARD (TATB)**

Union Pacific may, at its discretion, establish temporary TATB boards at the following Hubs/Zones consistent with the terms and conditions outlined in this agreement.

Zone 200  
Denver Hub  
Salt Lake Hub  
Portland Zone 1  
Portland Zone 3

I. Placement to TATB

A. Mandatory placement to a TATB board will be restricted to trainmen who are unable, through the normal exercise of seniority, to hold a train or yard service position in their Hub/Zone. No trainmen will be furloughed while this LOU is in effect, but will instead be placed on the TATB.

1. CMS will notify an employee once they are no longer able hold a train or yard service position of their placement to the TATB or, in areas not covered by TATB, to the AWTS or CRTB.

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

**NOTE:** This will also apply to Hubs/Zones who are not listed above but currently have AWTS/CRTB boards in place. Caps on those boards will be removed while this LOU is in effect.

- B. TATB 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.
- C. TATB trainmen may not bid to other TATB territories nor will they be entitled to bid on regular assignments.

II. Availability and Guarantee

- A. TATB employees will be required to be available to 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.
- B. TATB employees may be used on their designated workdays for any work or training assignments required however, they may only be used once all vacancy procedures have been exhausted and not treated as a secondary/supplemental extra board.

**NOTE:** Carrier will staff extra boards as to avoid the use of Trainmen on the TATB, AWTS and CRTB boards and ensure that reasonable lay-off privileges, personal leave opportunities and vacation requests are granted.

- C. TATB 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 schedule days.

**NOTE:** In the event a TATB employee is called on their designated or non-designated workday as a conductor/foreman but does not perform service, he or she will not be considered as unavailable as provided in Paragraph C above.

- D. The obligation by an employee in TATB to be available for work and/or training on a designated work day is not affected or altered by that employee if they are used in emergency service on a non-designated work day. The performance of such work by this employee in TATB will not alter in any manner his or her obligations as an employee in TATB or change his or her designated work days..

1. The earnings made by an employee in TATB on a non-designated work day will not be used to offset his or her TATB guarantee.

**NOTE:** It is not the intent to use employees on the TATB on their non-designated work day. If issues arise where employees assigned to the TATB are used on their non-designated work days, it will immediately be addressed between the General Chairman and the Director of Labor Relations.

- E. An employee on the TATB will be allowed to observe unused personal leave or single days of vacation.

- F. An employee on the TATB will be allowed to observe his or her scheduled weeks of vacation if his or her vacation was scheduled prior to accepting the TATB option.

1. A TATB employee who observes his/her scheduled vacation in accordance with this section above will have his/her monthly guarantee offset by his/her vacation earnings should they fall on a designated work/training day.

2. A TATB employee who observes his/her scheduled vacation in accordance with this section will not have his/her monthly guarantee offset by his/her vacation earnings should they fall on other than a designated work/training day.

- G. TATB employees in the Hubs/Zone identified herein will not be required to work and/or train outside of their respective TATB location.

**NOTE:** Unless otherwise modified by this agreement, current AWTS and CRTB agreements continue to apply.

### III. Handling of Furlough Status



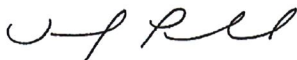
- A. When it is necessary to recall an employee from furloughed status, the senior furloughed trainman within the Hub/Zone will be recalled and assigned to a permanent vacancy within 48 hours if possible.
- B. If an employee is unable to return within 48 hours, they will return as early as possible, not exceeding 15 days.
- C. Employees who are recalled from furloughed will work no less than 15 days before being placed in furlough status again.

#### GENERAL PROVISIONS

- I. Health and Welfare benefits will be provided in accordance with applicable agreements.
- II. 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, court proceeding and or dispute resolution. Unless specifically modified by the letter of understanding, the provisions of current agreements remain in effect.
- III. It is understood no claims will be filed or progressed regarding the interpretation or application of this temporary understanding. During this period, should there be a dispute, it will be handled promptly between the highest designated Labor Relations Officer and the General Chairman.
- IV. This understanding will automatically terminate April 30, 2020; however either party may cancel prior to the expiration date with a 48 hour written notice served upon the other. The parties will promptly meet (via telephone or video conference) to discuss the cancellation notice within 48 hours of the notice being served. Additionally, the parties may mutually agree to extend this temporary understanding if necessary.

Effective this 23<sup>rd</sup> day of March, 2020

Sincerely,



Jennifer Powell  
Director - Labor Relations

I Concur:



Luke Edington  
General Chairman SMART-TD

3-23-20

Date