

AGREEMENT

Between the

UNION PACIFIC RAILROAD

And the

**SMART – TRANSPORTATION DIVISION
(former C&NW Territory – Midwest)**

Temporary Operations Agreement

With the current service crisis related to the catastrophic flooding in the Midwest, the parties have agreed to modify ROAD operations in the Midwest Consolidated Seniority district on the territories governed by the SMART Transportation General Committee 225 (former C&NW Lines). Accordingly it is agreed the following will apply for thirty (30) days:

Article I: Pool and Extra Board Operations

- A. Pool freight boards will operate on a first-in/first out basis. Placement on the board will be determined by the tie-up time of the employee at the home and away from home terminals.
- B. For pool freight and extra boards, in the event an employee lays off, the turn/position will be placed at the bottom of the board upon mark up.
 - 1. For pool vacancies, if extra board is available, the turn will be run from the extra board. It will become a made up turn upon the owner marking up and the turn coming back to the bottom of the board.
 - 2. In the event the extra board is exhausted at the time of the vacancy, the pool turn will be dropped.
- C. Crew Management Services (CMS) may make adjustments to pools and extra boards as needed depending on the needs of service. CMS will make every effort to communicate with the affected local chairmen regarding decisions to cut and add to boards.
- D. Rest periods & Holding turns
 - 1. Employees who have completed either their fourth or fifth consecutive start (subject to being counted as a start under RSIA, with less than 24 hours off between such starts) while assigned to a pool or extra board and at his or her home terminal will observe an off-duty period to permit a reset of consecutive work periods pursuant to the federal regulations, but in no case will the off-duty period be more or less than twenty-two (22) hours and one (1) minute for boards with a two-hour call and twenty-two (22) hours and thirty-one (31) minutes for boards with a ninety (90) minute call. A trainman resetting his or her off duty period as described above will not have their extra board and/or pool guarantee reduced/offset, nor will such off duty period affect the qualification for payment of a bonus day.

2. While observing this additional off duty period the employee's position (turn) on the board continues to rotate in the customary manner and should it reach the first out position it will be held pending the expiration of the employee's off duty period.
 3. That which constitutes a single or continuous trip/tour of duty (or, "start") under the FRA interpretation of the Hours of Service Laws pursuant to the 2008 Rail Safety Improvement Act (RSIA) will similarly constitute a single or continuous trip/tour of duty under the terms of this Agreement.
- E. It is not the intent of this Agreement for crews to be tied up away from home more than one time in one tour of duty, except due to an "Act of God" prohibiting getting crews home.

Article II: Standing Bids, Displacements, Pass Ups

A. All jobs pursuant to this agreement will be assigned by standing bids to the senior bidder with application on file. Trainmen will be required to electronically submit an application to CMS designating his/her first, second, third, etc., preference of assignment(s).

- 1) Terminal of Assignment
- 2) Specific CMS Pool or Board and position
- 3) CMS ID of local, road switcher, or other assignment(s)

B. Except for newly established assignments, all other permanent vacancies that occur shall be filled by the senior trainman with an application on file with CMS.

Example 1: A crew is added to an existing pool; the vacancy will be filled by application.

Example 2: An extra board is increased; the senior employee with an application on file will be assigned.

C. The vacancy will be promptly awarded to the senior applicant on file at the time the vacancy becomes known.

D. Once an assignment is made pursuant to this agreement through the employee's application, the employee will not be allowed to rescind their application for that assignment while this Agreement is in effect.

E. Newly established assignments will be advertised for a period of twenty-four (24) hours.

Example 1: An assigned work train is added at a terminal. This new assignment will be advertised for a period of 24 hours.

Example 2: A brakeman's position is added to an existing conductor-only road switcher. This new brakeman assignment will be advertised for a period of 24 hours.

NOTE: Any trainman absent during the period of the bulletin will be allowed before marking up the right to place on any assignment that was awarded while he was absent seniority permitting.

- F. If a position cannot be filled by application under this agreement, the most junior employee at the location who is either in displaced status in excess of the 12-hour bump period referenced in Section H or assigned to the protecting extra board, will be assigned to the position.
- G. Nothing in this Agreement prohibits road employees from bidding on yard jobs, nor does anything prohibit yard employees from bidding on road jobs.
- H. Displaced trainmen must exercise their seniority within twelve (12) hours of proper notification by CMS of their being displaced, except where otherwise noted herein.
 - 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 and such attempts are so documented in the employee's work history, as well as CMS' placing an electronic message concerning the change of assignment in the employee's CMTS screen or portal. CMS actually speaking with or receiving a call back from the employee or the employee's acknowledging receipt of the electronic advisement will not be necessary to satisfy this requirement.

NOTE: Alternative electronic methods of contact (i.e. 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. For employees displaced while on duty or at the away-from-home terminal, the twelve (12) hour displacement period will begin at final tie-up/final release without the need for phone notification by CMS.
- 3. For employees displaced while unavailable (e.g. compensated or uncompensated layoffs, HOS rest periods, rest period extensions, vacation extensions, assigned rest days, RSIA rest periods, company business, union business, etc.), the twelve (12) hour displacement period will begin upon completion of such unavailability period. Nothing prohibits employees from accepting notification during such unavailable period.
- I. All rules allowing road employees to pass up or give up their assignments (including any "Sadie Hawkins" provisions) will be suspended for the duration of this temporary agreement.

Article III: Compensation/Lodging

- A. An employee assigned to a pool or extra board (including combination extra boards protecting yard service) who remains marked up and available for service during this temporary agreement will receive the following additional compensation over and above the guarantee after the completion of the 30-day duration of the agreement to be paid within 30 days of completion:

- (1) \$1500 if he or she has no layoffs while this Agreement is in effect, and
- (2) \$50 for each start, including deadheads or working trips. However, if called for a deadhead with continuous service, only one \$50 payment will be made for that start.

NOTE 1: Pre-approved compensated leave days will still be honored and will not count towards disqualification for the payment for staying marked up and available; however, the payment in A (1) will be pro-rated for any days on a pre-approved vacation or personal leave day.

NOTE 2: The parties agree that upon implementing this Agreement if an employee goes into federally required rest (FR) because of starts accumulated prior to the implementation, he or she will not be disqualified from earning the \$1500 payment described in A (1) above. His or her guarantee will not be docked for the time spent in FR status if he or she marks up and performs service following the FR event.

NOTE 3: An employee observing a week of scheduled vacation during the term of this Agreement who otherwise does not lay off will qualify for the payments described in A(1) and (2) above, however, the \$1500 payment will be pro-rated (i.e. employee will be eligible to receive \$1150 payment if on seven (7) days of vacation).

NOTE 4: Elected Local Chairman marking off union business (LU) will have their \$1500 payment reduced by a pro-rata day for any day marked-off, and the mark-off will not count as an occurrence to disqualify the Local Chairman for the pro-rata payment or the \$50 payment per start.

NOTE 5: The amounts identified in A(1) and (2) will not be used for purposes of calculating an employee's 1/52nd rate for 2020 vacation purposes.

NOTE 6: Any employee who bids or is forced to a pool or extra board from a position not otherwise qualifying for these payments will be eligible to receive the payments described in A(1) and (2) above, however, the \$1500 payment will be pro-rated based on the number of days he or she held a pool or extra board position during the term of this Agreement.

Q: To qualify for the payments outlined in A (1) or (2), will an employee have to remain marked up for the duration of the agreement to qualify?

A: Yes, except as outlined above concerning the treatment of scheduled vacation, assuming a position during the term of the Agreement, or union business layoffs for the local chairmen.

B. Any employee forced and/or chasing their seniority more than fifty (50) miles from home will be entitled to lodging for the duration of this temporary agreement. This applies to any employees already forced and/or chasing their seniority more than fifty (50) miles away from home.

- C. Employees held away from home will be paid continuous held away pay after being at the away from home terminal for sixteen (16) hours until called on duty.
- D. The meal allowance at the away from home terminal will be increased to \$12.00. All other conditions remain the same.

Article IV: Miscellaneous

- A. The parties agree that this Agreement will not apply to yard employees in Midwest.
- B. It is understood no claims will be filed or progressed regarding the interpretation or application of this temporary Agreement. During this period, should there be a dispute, it will be handled promptly between the highest designated Labor Relations Officer and the General Chairman.
- C. The Carrier will make every effort to notify the Organization 48 to 72 hours ahead of the return to normal business operations following the service crisis. After notification to the Organization, CMS will send a broadcast message to all employees to allow them to place standing bids on all assignments before return to normal business.
- D. This temporary agreement will remain in effect for a period not to exceed thirty (30) days from the effective date_____. This Agreement may be extended beyond thirty (30) days by mutual consent between the parties.

Signed this ____ day of _____, 2019.

FOR THE ORGANIZATION:

FOR THE CARRIER:

J. Kalbfell
General Chairman, SMART-TD 225

B.E. Wilderman
UPRR, Labor Relations