

**MEMORANDUM OF AGREEMENT  
BETWEEN  
UNION PACIFIC RAILROAD  
And  
SMART/TD**

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**Elimination of Daily Preference Boards**

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The following agreement replaces the Daily Mark Up Agreement establishing Daily Preference Boards dated May 1, 1995.

**IT IS AGREED:**

1. The following Daily Preference Boards in effect on the date of this Memorandum of Agreement are hereby eliminated and replaced by regular assigned service.

Butler, WI  
Janesville, WI  
Clinton, IA  
Cedar Rapids, IA  
Des Moines, IA  
Itasca, WI  
Mason City, IA  
Sioux City, IA  
St. Paul, MN  
Winona, MN  
Mankato, MN

2. New road/yard extra boards (XK Boards) will be established at locations listed above to replace Daily Preference Boards. All current extra boards will be combined herein.
3. Staffing levels of the extra boards will comply with Side Letter No. 4 of the December 13, 1991, Crew Consist Agreement.
4. Established calling windows are eliminated. Employees will be subject to call 24/7 while on the extra board.
5. All employees working the extra board will be qualified to work all assignments under the Extra Board jurisdiction. If the yard has Remote Control yard assignments, all employees assigned to the Extra Board will be qualified Remote Control Operators.

6. All employees working the extra board will be qualified to work all assignments under the Extra Board jurisdiction. It is understood by both parties that if the yard has Footboard Yardmaster assignments, all employees assigned to the Extra Board will be qualified Footboard Yardmasters.
7. The road/yard extra boards (XK boards) will be compensated at the applicable daily rate of the assignment worked. All regular road assignments will be covered under the provisions of Article III, Section VII – Regular Assignments of the Memorandum of Agreement, effective November 1, 2003.
8. The road/yard extra board positions will have a semi-monthly guarantee based upon 15 days at the Pre-96 Conductor-Only Footboard Yardmaster Rate of pay (current rate as of July 1, 2019 of \$ 5,230.17 per half) subject to all further general wage increases.
9. Assigned service scheduled positions will be governed by the means of regular assigned jobs and awarded per application on file under current agreement rules. If there are no applications on file, the permanent vacancy will be bulletined for five (5) days. In the event of a temporary vacancy of a regular assigned position, the primary protection will come from a road/yard extra board (XK board).
10. In the event a yard is reduced to one assignment, the Carrier will not be required to maintain the XK board and associated rate of pay at that location, as outlined in this Agreement. The remaining assignment would be protected by one of the following extra board (i.e. XB/XC/XS), as determined at the discretion of the Carrier based on the needs of service.
11. Employees assigned to road/yard extra board positions who incur more than 24 hours off or more than one (1) non-compensated occurrence in a payroll period, excluding federally required rest, will forfeit all guarantee for that payroll period.
12. Elected Union Officials marking-off for union business will have their guarantee reduced by a pro-rated day for any portion of a twenty-four (24) hour period, but the mark-off will not count as an occurrence or hours of unavailability. Employees marking off on union business will be returned to the extra board under existing agreement provisions.
13. Compensated time off or marking-off for company business will not count toward the one (1) occurrence/twenty four (24) hours for forfeiture purposes. The employee's guarantee will be reduced by one (1) pro-rated day for their twenty-four (24) hour absence. Payments from compensated time off will not be counted toward the employee's earnings in the calculations of guarantee.
14. Employees who are placed into federal rest requirement status (aka "FR status") as a result of working six (6) or seven (7) consecutive starts, or who are being held off for obtaining the maximum monthly work hours (currently 276), will have their guarantee prorated accordingly, and such required time off will not be used in the computation toward guarantee forfeiture, e.g. as an occurrence or hours toward existing forfeiture thresholds.

15. With the ratification of the Agreement for the Elimination of the Daily Preference Boards, the parties agree that all the locations under this Agreement will now have the ability to utilize the prearranged layoff system (PAL).

16. Unless modified herein, all other conditions of the existing extra board agreement remain in effect, including provisions regarding the bonus day.

This agreement remains in effect unless cancelled by either party with a sixty (60) day written notice within eighteen (18) months from the signed date of the agreement.

FOR SMART/TD:



Jerry Kalbfell  
General Chairman – SMART-TD

FOR UPRR:



Terrill L. Maxwell  
Director – Labor Relations

Date: 9/11/19

December 18, 2018

Mr. J.L. Kalbfell  
GC, SMART-TD  
1333 E. College Avenue, Suite A  
South Milwaukee, WI 53172

Dear Mr. Kalbfell:

This is in reference to our recent discussions on establishment of guaranteed extra boards at assorted terminals on the former C&NW lines. The parties recognize that each yard has its unique individual characteristics that require cooperation between the parties to set up regular assignments.

The parties agree the local managers and the local chairman at each location will be part of the process in establishing regular assignments that will be covered by this Agreement.

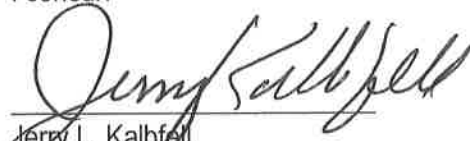
The cut over for all yard assignments currently working under the prior Daily Preference Agreement will be made to the XK Board on an individual basis. The cut over will be completed on all locations covered under the new Agreement on or before 90 days from the signed date of the Agreement.

Sincerely,



Terrill L. Maxwell  
Director – Labor Relations

I concur:



Jerry L. Kalbfell  
General Chairman, SMART - TD

9/11/19  
Date

December 18, 2018

Mr. J.L. Kalbfell  
GC, SMART-TD  
1333 E. College Avenue, Suite A  
South Milwaukee, WI 53172

Dear Mr. Kalbfell:

This is in reference to our recent discussions on establishment of guaranteed extra boards at assorted terminals on the former C&NW lines. The parties recognize that each yard has its unique individual characteristics that require cooperation between the parties to set up regular assignments.

At Winona, Minnesota (EQ 313 DP50) there is one (1) assignment on duty daily. The assignment is currently filled from the South St. Paul extra board. At the present time, this is the only assignment working at Winona yard. Until the Carrier established more than one assignment at Winona yard, the assignment will continue to be filled off the St. Paul Extra Board. If the Carrier establishes more than one assignment at Winona yard, the Carrier will establish a Rotary extra board that will be covered under this Agreement.

Sincerely,



Terrill L. Maxwell  
Director – Labor Relations

I concur:



Jerry L. Kalbfell  
General Chairman, SMART - TD

9/11/19  
Date

December 13, 2018

Mr. J.L. Kalbfell  
GC, SMART-TD  
1333 E. College Avenue, Suite A  
South Milwaukee, WI 53172


Dear Mr. Kalbfell:

This is in reference to our recent discussions on establishment of guaranteed extra boards at assorted terminals on the former C&NW lines. The parties agree vacation vacancies on regular yard assignments will be advertised to employees working at the location where the vacancy exists and awarded as follows:

1. The vacation vacancy of the incumbent will be advertised on the second Friday before the scheduled week of vacation and awarded at noon on the Friday prior to the start of the vacation.
  - A. A vacancy only qualifies as a vacation vacancy for purposes of this Agreement if it is a solid block week (i.e. five days) of vacation.
2. All vacation temps will be effective Mondays at 00:01 of the week of the vacation.
  - A. If an incumbent trainman advances his/her vacation forward to start anytime between Friday (when the vacations vacancies are awarded) through Sunday, the vacation temp does not go into effect until Monday at 00:01
  - B. If the start of the incumbent's vacation is pushed back to Tuesday through Thursday, the temp is effective when the vacation begins.
3. Trainmen cannot be awarded consecutive vacation vacancies that overlap.
4. Trainmen awarded a vacation vacancy cannot be displaced from the vacancy unless the incumbent is displaced from the assignment.
5. The parties agree that all references herein to the current manner and process for advertising, bidding and awarding vacation vacancies is subject to change with the advent/development of technology that makes it feasible for individual employees to view vacancies and input their preferences without need for the manual processes described herein. The Carrier agrees to consult with the Organization concerning any changes in the event that occurs.

Sincerely,  
  
Terrill L. Maxwell  
Director – Labor Relations

I concur:

  
Jerry L. Kalbfell  
General Chairman, SMART - TD

9/11/19  
Date

December 18, 2018

Mr. J.L. Kalbfell  
GC, SMART-TD  
1333 E. College Avenue, Suite A  
South Milwaukee, WI 53172

Dear Mr. Kalbfell:

This is in reference to our recent discussions on establishment of guaranteed extra boards at assorted terminals on the former C&NW lines. Currently, at Butler, Wisconsin there are four extra boards identified as the XC20, XB20, XK23 and the XK25. The parties agree that the boards currently identified as the XK23 and the XK25 will not be part of this Agreement to Eliminate Daily Preference Boards and they will not get the increased rate of guarantee pay provided for in Section 7 of the Agreement. Only the XC20 and XB20 will be combined and receive the higher rate of guarantee provided for therein. The parties acknowledge that at some point in the future the XK23 and XK25 could be combined.

Sincerely,



Terrill L. Maxwell  
Director – Labor Relations

I concur:



Jerry L. Kalbfell  
General Chairman, SMART - TD

9/12/19

Date



December 18, 2018

Mr. J.L. Kalbfell  
GC, SMART-TD  
1333 E. College Avenue, Suite A  
South Milwaukee, WI 53172

Dear Mr. Kalbfell:

This is in reference to our recent discussions on establishment of guaranteed extra boards at assorted terminals on the former C&NW lines. The parties recognize that each yard has its unique individual characteristics that require cooperation between the parties to set up regular assignments.

The parties agree that on March 26<sup>th</sup> of each year, all regular yard assignments will be re-bulletined to be assigned on April 1 of each year. Also, the parties agree that on September 25<sup>th</sup> of each year all regular yard assignments will be re-bulletined to be assigned October 1<sup>st</sup> of each year. The bulletins will run for five (5) days expiring at 0800 hours on the fifth day. The marking of the assignments will be the day after the bulletin expires at 0001 hours.

The regular assignments that went unassigned during the bulletin period will be assigned in reverse seniority order to employees who failed to bid the bulletin. If an employee fails to bid or is not assigned on regular assignment bulletin, they will be placed on the extra board at the location where last worked.

Sincerely,



Terrill L. Maxwell  
Director – Labor Relations

I concur:



Jerry L. Kalbfell  
General Chairman, SMART - TD

9/11/19  
Date

May 24, 2019

Mr. J.L. Kalbfell  
GC, SMART- TD  
1333 E. College Avenue, Suite A  
South Milwaukee, WI 53172

Dear Mr. Kalbfell:

This is in reference to our recent discussions that standard equalization of the new guaranteed XK extra boards outlined in Item #2 of the Elimination of Daily Preference Boards Agreement executed on 11th day of September, 2019 will be administered as follows:

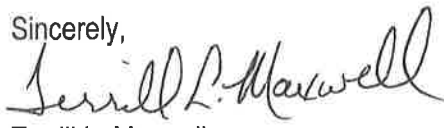
1. Equity on the new XK extra board under 2, will be on a 3/1 basis between the trainmen on St. Paul Yard District (Zone 8) and Northern Seniority District (Northern 4). The equity arrangement for the XK extra board when first established will be advertised and assigned with all future assignments being filled by standing bid in the following order:
  1. Northern 4
  2. Zone 8
  3. Zone 8
  4. Zone 8
2. The equity slots will continue 3/1 for the total amount of trainmen on the XK extra board.
3. CMS will maintain necessary and accurate records so that the equalization can be properly and accurately determined for this extra board. The records, upon request, will be furnished to the respective Local Chairmen having jurisdiction. The Local Chairmen will meet every November after implementation and shall review in good faith and mutual cooperation the equalization factors to determine any adjustments to take effect January 1. If the Local Chairmen find it necessary to request a change to equalize the starts, such request shall be signed jointly by the Local Chairmen having jurisdiction, with copies to the General Chairman. The General Chairman will notify the Director of Labor Relations and the Director of CMS, in writing, of any changes in the equalization adjustments that are necessary. If equalization is necessary, position(s) on the XK extra board of the previous seniority districts that owes the starts will be bulletined. If there are no applications for the position(s) at the expiration of the bulletin, trainmen will not be force assigned to the position(s) and the equalization will be considered satisfied for the one (1) year period.

4. Any dispute(s) over equalization between the Local Chairmen will be resolved by the General Chairman's Office. Any dispute(s) over equalization between the Carrier and the Organization will be referred to the Labor Relations Department and the General Chairman for resolution.

5. Notice -

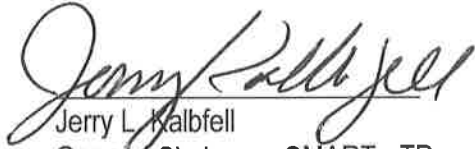
The Carrier shall give the General Chairman ten (10) days written notice of its intent to implement the provisions of the Agreement.

Sincerely,



Terrill L. Maxwell  
Director – Labor Relations

I concur:



Jerry L. Kalbfell  
General Chairman, SMART - TD

9/11/19

Date

May 24, 2019

Mr. J.L. Kalbfell  
GC, SMART-TD  
1333 E. College Avenue, Suite A  
South Milwaukee, WI 53172

Dear Mr. Kalbfell:

This is in reference to our recent discussions on consolidation of Northern Seniority District 4 (Northern 4) and the St. Paul Yard District (Zone 8) on the former C&NW lines. The parties recognize that each yard has its unique individual characteristics that require cooperation between the parties to set up regular assignments.

Insomuch the parties have agreed seniority rosters as established hereunder shall be subject to protest and correction for a ninety (90) day period from the date signed or date returned to service for employees returning from furlough, leave of absence or by arbitration award, only for errors in carrying forward dates and omissions.

Sincerely,



Terrill L. Maxwell  
Director – Labor Relations

I concur:



Jerry L. Kalbfell  
General Chairman, SMART - TD

9/11/19  
Date