

EXHIBIT 4



BUILDING AMERICA®

January 15, 2024

(via email only)

Mr. Roy Davis
General Chairperson – GO-577
1776 Woodstead Ct, STE 202
The Woodlands, TX 77380

Mr. Todd Campbell
General Chairperson – GO-887
500 Menlo Drive, Suite 130
Rocklin, CA 95765

Mr. Luke Edington
General Chairperson – GO-953
5990 SW 28th Street, Ste. F
Topeka, KS 66614

Mr. Scott Chelette
General Chairperson – GO-927
320 S. Broadway Ave.
Tyler, TX 75702

Mr. Joe Cornelius Jr.
General Chairperson – GO -569
161 W. Van Asche Loop
Fayetteville, AR 72703

RE: Response to SMART-TD Notice for Article V and UPRR's Notices for Articles VI & VII

Dear General Chairpersons,

This letter serves as the Carrier's response to your notice dated December 28, 2023, as provided in Article V – Scheduled Off Days of Public Law No. 117-216. This response includes the rules the Carrier proposes to establish under the conditions of Article V. This letter also serves as the Carrier's notice of its intent to implement and the proposed conditions of Articles VI and VII.

The Carrier's proposed rules and conditions are attached. The Carrier is agreeable to a meeting in Las Vegas, Nevada on January 17-18, 2024 as the initial meeting to negotiate the proposed terms and conditions.

Sincerely,

A handwritten signature in black ink, appearing to read "Maqui Parkerson", with a long horizontal flourish extending to the right.

Maqui Parkerson
Vice President, Labor Relations

Article V – Scheduled Days Off

- The Parties recognize that the current process for manning and scheduling pools and extra boards may be modified to provide trainpersons with scheduled off days. The parties agree that work/rest schedules will be implemented upon mutual agreement of the parties and designed with agreed upon principles.
- If either party believes implementation or continuation of the work/rest schedule for the involved service does not meet the objectives of the agreed upon work/rest principles written objection to a Disputes Committee comprised of an equal number of representatives from each of SMART TD and the Carrier may be filed. The Disputes Committee will meet within 20 days of the objection to resolve the issues, unless other arrangements are made.
- If the Disputes Committee is unable to resolve the dispute, it may be submitted to expedited arbitration. The party who initiated the objection to the Disputes Committee will bear the burden of proof. The Arbitrator will determine if the current work/rest schedule meets the agreed upon work/rest principles; and, if not, whether the proposed work/rest schedule meets the agreed upon principles.
- Through freight service (assigned or unassigned, through or non-through) and the road protecting extra boards (road and road/yard combination) will be combined into one board with mandatory rest days which are to be determined. The Carrier will have full regulation of these boards.
- Assigned service will be regularly scheduled with mandatory rest days to be determined.
 - Agreements providing for calling/starting windows are eliminated, including yard protecting extra boards.
 - Agreements providing for daily preference or daily mark-up in yard service are eliminated.
 - Applicable agreements providing for penalty payments for being given new work, or working after a certain time period, are eliminated.
 - The Carrier may establish assignments in road and/or yard service with variable start times and/or reporting points.
 - Any agreement requirements, if applicable, to conduct a yard study are eliminated.
- Any existing agreement provisions governing a trainperson's ability to extend rest, elect additional/extra rest, or take voluntary rest, or any other fatigue mitigation programs are hereby eliminated (excluding the mandatory extension of undisturbed rest required by the 2008 Rail Safety Improvement Act).
- Any trade turns provisions are hereby eliminated.

- Any provisions providing for a compensated day to begin when the employee is called for service (i.e. next stand for work) are eliminated.

Article VI – Enhanced Standing Bid System

- All vacancies, including pool and extra board positions which are newly created or become vacant, will be filled by the senior trainperson with an application on file with Crew Management.
- Applications may be changed or withdrawn until assigned. Once assigned, the trainperson must remain thereon unless displaced by a senior trainperson, awarded to a new bid by application, or obtains displacement rights.
- Newly established yard, local, TSE/road switcher, and/or work train assignments will be bulletined for a period of 72 hours. At the expiration of the bulletin, the position will be awarded to the senior trainperson with an application on file with Crew Management.
- Trainpersons will be permitted to place bids to specific turns in other boards and standing bids to other extra boards to which they are not currently assigned. Trainpersons will not be permitted to maintain bids for boards for which they are currently assigned.
- Trainpersons are responsible for maintaining their bids and applications for regular assignments. Applications will include the priority of assignment if more than one application/bid is being filed. Once an assignment is awarded, lower priority applications (lower than the one awarded) will be removed from the system, and it will be incumbent on the trainperson to reapply for those positions should they so desire.
- A senior trainperson who is absent from service for the life of the bulletin for newly established bulletined positions will be permitted to displace the assigned junior trainperson so long as they declare “non-access” to the advertised position by the end of their first tour of duty after returning to service.
- Permanent vacancies that are created by what is known to be an extended absence (excluding vacation) of fifteen (15) days or more may be filled by the senior trainperson with application/bid on file.
- In the event a position goes no bid, Crew Management will force an employee that has not exercised their displacements rights within twenty-four (24) hours at that location. If there are not sufficient trainpersons on the bump board to fill open positions at that location, Crew Management will force the junior most trainperson on the protecting board or a trainperson who has not exercised their displacement rights within twenty-four (24) hours at the next closest point of supply via highway miles.

- Any existing agreement provisions allowing for “temping” or “oldheading” of vacancies, including any rules pertaining to “pass-up” or “giving-up” of any assignment, or riding a bulletin are eliminated.
- Displaced trainpersons must exercise their seniority withing twenty-four (24) hours of proper notification by Crew Management of their displacement. Proper notification is complete immediately after Crew Management makes one (1) attempt to contact all phone numbers listed.
- Should a trainperson not exercise their seniority within twenty-four (24) hours, they will be placed to an open position that is unable to be filled by standing bid. If multiple open positions exist, the trainperson will be assigned to the closest assignment (highway miles) from their last assignment. If no open positions exist, they will displace the most junior trainperson within the hub/zone, unless the trainperson has stay at home provisions.
- Should a trainperson not have the seniority to hold a position, the Carrier may establish a buffering mechanism prior to being furloughed.
- Trainpersons recalled from a furlough status will have fifteen (15) days to report.
- The Carrier may develop an automated system that eliminates all displacement time with the advent of future technology. The parties will meet to discuss the terms surrounding the automated system.

Article VII – Self Supporting Boards

- All road service (assigned or unassigned, through or non-through) will be handled as follows:
 - When a turn becomes first out at the home terminal and the assigned trainperson is unavailable at call time (except for statutory rest, statutory off time, or rest days), their turn will be placed at the bottom of the board where it will remain until the assigned trainperson marks up. The next rested and available trainperson on the board will become first out and will stand for the service called.
 - When the board is exhausted, a made-up turn may be added to the board at the home terminal. The made-up turn will take its turn to the away-from-home terminal and will be removed from the pool upon tie-up at the home terminal. The made-up turn will be protected by a rested and available trainperson in assigned/unassigned service at the location where the vacancy exists or the rested and available trainperson at the next closest point of supply.
 - The turn of an assigned trainperson observing mandatory undisturbed rest (rest) will continue to rotate up the board and will remain first-out when the position is reached.

- The turn of an assigned trainpersons observing federally mandated off time (FR or FZ) will continue to rotate up the board and will remain first-out when the position is reached.
- Home and Away from Home terminals will be operated on a first in/first out basis based on tie-up time. In the event two trainpersons tie up at the same time, the board will be ordered based on the last on duty time.
- Boards will operate on a first in/first out basis.
- Drop turns, step-up make whole, runaround payments, or any other provisions providing for additional allowances/penalty payments (i.e. performing hours of service relief) if applicable, are hereby eliminated.
- Standardized/flat rate make whole payments for company business or for protecting other non-road service.
- Unless regulated solely by the Carrier, the regulation of all pool freight service (assigned or unassigned, through or non-through) and extra boards will be modified as follows:
 - Pool freight service will be regulated based on starts and may account for future demand. A start is defined as any outbound start made in a pool (from the home or away-from-home terminal), including deadhead, turnaround trips, etc., made by either a pool turn or made-up turn in a pool.
 - To ensure the successful application of this provision within three (3) months of the effective date of this Agreement, the monthly start regulation range of a specific pool will be determined jointly by the parties to ensure the regulation meets operational obligations, achieves manpower stability, accounts for decreased availability due to rest days, and provides sufficient earning opportunity for the involved employees. The established range may be modified if any of the below occur:
 1. Consistently depressed earnings not related to rest days for involved employees;
 2. Consistent need for adjustment;
 3. Consistently excessive RSIA mandatory or scheduled unavailable time;
 4. Consistently excessive made-up turns necessary;
 5. Trains consistently held for employees;
 6. Less than consistently predictable time off.

- All guaranteed boards will be regulated solely by the Carrier based on the needs of service. In addition, the Carrier may abolish, establish, or combine road, road/yard combination, yard extra, or supplemental boards based on the needs of service.