

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

And the

S. M. A. R. T. – TRANSPORTATION DIVISION

(C&NW Territory)

TIME CLAIM HANDLING AGREEMENT

This agreement provides for a uniform method for handling time claims. Article V – Time Claims Handling process effective November 1, 2003 and Article V – Time Claims Handling Process effective May 16, 2005 on the C&NW Territory are hereby eliminated and replaced by this Agreement. It is agreed:

I. Initial Claim

All claims must be filed in writing by or on behalf of the employee or employees with the office of the Carrier authorized to receive same within sixty (60) days from the date of the occurrence on which the claim is based. The time limit begins the day after the date of the occurrence. Properly formatted claims will include the time, date, location and a description of the claim. Claims not allowed must be declined by Carrier to the individual employee or their representative, whoever presented the claim, in writing within sixty (60) days from the date received, giving the reason for such disallowance.

Note: The term "in writing" includes electronic filing via the Carrier's Timekeeping system.

II. Appeals and Conferencing

- A. When a claim is appealed, such appeal must be submitted via the electronic time claim system by the SMART-TD local chairperson (or designee) on the employee's behalf or in writing by the employee to the designated Carrier Officer within sixty (60) days from the notice of disallowance. Failing to comply with this provision, the claim will be barred from further handling.
- B. Within sixty (60) days from the date of the appeal submitted by or on behalf of the employee as described in Paragraph A, the General Chairperson (or designee) and the highest designated Labor Relations Officer (or designee) will conference the claim. Conferences will be regularly scheduled between the 15th and 25th of each month but may be postponed up to ten (10) days from the date scheduled by mutual agreement between the parties.

Example: A claim is submitted by the local chairperson, or designee, on August 1. The claim will be scheduled for conference between September 15 and 25 unless postponed in accordance with this Section B.

- C. The Carrier will have sixty (60) days from the date of the general level conference to reject, in writing, any claims not resolved during conference, giving the reason for such declination. If the claim is not declined in writing within the sixty (60) day period, the claim shall be allowed. Time limits as stated in this Section may be extended by mutual agreement between the parties.
- D. For any correspondence submitted via electronic means, the electronic timestamp shall serve as the date submitted.
- E. If either party to this Agreement fails to comply with a time limit contained herein, the claim shall be allowed (if the carrier's failure) or withdrawn (if the organization's failure). Claims so disposed of shall not be considered as a precedent or a waiver of the contentions of either party as to other similar claims. However, the parties may, by mutual agreement, extend a time limit specified in this agreement after the initial claim is filed on the property.

III. Arbitration

All claims declined in conference may be listed for arbitration by the employee or their duly authorized representative within eighteen (18) months from the date of the Carrier's written declination. Any claim listed will be filed pursuant to Section 3 of the Railway Labor Act. Any claim not listed for arbitration within the timeframe specified herein will be barred from further handling.

The parties may agree to hold claims in abeyance if a dispute is awaiting adjudication at the National Railroad Adjustment Board or a system, group or regional board of adjustment.

IV. Miscellaneous

- A. This agreement recognizes the right of the Organization to file and pursue claims for and on behalf of its members. Nothing in this agreement prohibits the parties from identifying and implementing innovative claim handling procedures by mutual agreement.
- B. No change in the agreement will be made unless mutually agreed upon by both parties. If either party wishes to modify this Agreement, the parties will meet within 60 days from written notification by either party upon the other that a modification is desired.

This Agreement will take effect on 1-1-22.

Signed on the 29th day of November, 2021.

For SMART-TD:



Luke Edington
General Chairman – SMART TD 953

For the Union Pacific Railroad:



Beth Wilderman
Director Labor Relations

Side Letter # 1

Date 11.29.21

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

RE: Time Claim Agreement

The parties mutually agree to conference all claims received between January 1, 2021 and the effective date of the agreement within 180 days from the date of implementation.

Additionally, the parties commit to work together transitioning the CN&W claims into the electronic claims system.

Sincerely,



Beth Wilderman
Director – Labor Relations

Agreed:



Mr. Luke Edington – General Chairman Smart-TD GO953