

**MEMORANDUM OF AGREEMENT**

**Between**

**UNION PACIFIC RAILROAD COMPANY**

**And the**

**SMART-TD**

**(Former CNW)**

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**Temporary Lodging, Displacements & Notifications Pilot Agreement**

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The following reflects the parties' intent to temporarily resolve issues of mutual concern on the CNW Territory pertaining to temporary lodging, displacements and notification. It is agreed for the remainder of the 2022 calendar year:

**I. Temporary Lodging**

**A. Eligibility:**

- 1) Train Service employees who, as the result of their seniority, are forced to protect service at locations greater than 75 miles from their assigned home terminal, will be afforded temporary lodging. The assigned home terminal will be the location from which the Train Service employee is initially forced. Mileage will be measured from the designated switching limits of the Train Service employee's assigned home terminal in rail miles to the switching limits of the location to which forced. A Train Service employee is considered "force assigned" when he/she is unable to hold a train service position within 75 miles of his/her assigned home terminal.

**Example 1:** Conductor Jones' assigned home terminal is Mankato, Minnesota. Conductor Jones is force assigned to Sioux City, Iowa because a Conductor position there went "no-bid," and Conductor Jones was the junior Conductor in the seniority district with no one to displace. Because Sioux City is greater than 75 miles from Mankato, Conductor Jones qualifies for temporary lodging at Sioux City.

**Example 2:** Conductor Jones' assigned home terminal is Boone, Iowa. Conductor Jones is displaced at Boone and the only other location he can hold a position in train service is Des Moines, Iowa where he exercises his seniority to displace on a Conductor position there. Because Boone is less

than 75 miles from Des Moines, Conductor Jones does not qualify for temporary lodging.

**Example 3:** Conductor Jones' assigned home terminal is Boone, Iowa. Conductor Jones is displaced at Boone and can no longer hold a train service position there. He is senior to employees in Des Moines and Cedar Rapids, Iowa. Conductor Jones exercises his seniority to a position in Cedar Rapids. Because Conductor Jones could have exercised his seniority to a position in Des Moines, which is less than 75 miles from Boone, Conductor Jones does not qualify for temporary lodging in Cedar Rapids even though it is over 75 miles from Boone.

- 2) Upon successful notification of the assignment to which forced, the employee must report within twenty-four (24) hours.
  - 3) An employee will not be eligible for the lodging benefit provided in this Agreement when working to an Away-From-Home-Terminal (AFHT) location.
  - 4) Employees who voluntarily exercise their seniority are not eligible for temporary lodging.
- B. Eligible employees qualifying for temporary lodging under terms and conditions specified herein are limited to a total of seventy-five (75) days in the calendar year from the initial time of arrival or until such time the employee is released to return home, whichever occurs first.
- 1) The maximum number of days will not exceed a combined total of seventy-five (75) nights in the calendar year.
  - 2) An employee's failure to return home at the first opportunity will disqualify the employee from continuing to receive temporary lodging.
  - 3) Employees must know whether they qualify for lodging under the terms of this Agreement and may be held accountable for up to the amount of actual expenses incurred if lodging is improperly charged to the Carrier's account. It is further understood an employee identified in this section will not be exempt from potential disciplinary action.

## **II. Displacement & Notifications**

- A. Displaced train service employees must exercise their seniority within twenty-four (24) hours of proper notification by CMS of their displacement, except where otherwise noted herein.
- B. 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. Such attempts will be documented in the employee's work history, as well as CMS placing an electronic message in the employee's CMTS screen or portal. CMS actually speaking with the employee, receiving a call back from the employee, or the employee's acknowledgment will not be necessary to satisfy this requirement.

**NOTE:** Alternative electronic methods of contact (i.e. phone text, 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.

- C. For employees displaced while on duty or at the away-from-home terminal, the twenty-four (24) hour displacement period will begin at final tie-up/final release at the home terminal without the need for phone notification by CMS.
- D. 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 twenty-four (24) hour displacement period will begin upon completion of such unavailability period. Nothing prohibits employees from accepting notification during such unavailable period.
- E. Should an employee not place within the twenty-four (24) hours, he or she will be placed to open jobs in the following order:
  - 1) Any extra board where the employee can hold seniority at the same location they were assigned when displaced provided Crew Management is adding positions to said board.
  - 2) Any extra board where the employee can hold seniority to the next nearest location provided Crew Management is adding positions to said board.
  - 3) Any vacant regular assigned pool, local, road switcher, work train, yard job at the discretion of Crew Management.

**NOTE:** Such positions will still be advertised or open for bid and will be awarded to the most senior bidder/applicant per schedule rules; however, the displaced employee may ride the bulletin until such time as the job is awarded to a more senior bidder. If none, the displaced employee will be considered to have bid the position when assigned per this Article II, Section E(3) and will remain assigned thereto until displaced or successfully bidding another position.

### **III. General Provisions**

- A. If there is any conflict between an existing schedule rule, agreement and/or understanding and a provision in this Agreement, the provisions of this Agreement shall apply.

B. This Agreement is made without prejudice to the position of any party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution. This Agreement will expire at the end of 2022 unless there is a mutual agreement to extend in writing between the parties. Either party may cancel this Agreement prior to the end of 2022 by serving a 15-day written notice.

This Agreement is effective on the 23<sup>rd</sup> day of September, 2022.

For the SMART-TD



Luke Edington  
General Chairman – SMART-TD

For the Union Pacific Railroad



Beth Wilderman  
Director Labor Relations

# BALLOT RESULTS

## Lodging, Displacements & Notifications September 26, 2022

<u>Local</u>	<u>Chairperson</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
17	R L Zednichek	<u>_X_</u>	<u>___</u>	<u>___</u>
228	S R Harding	<u>___</u>	<u>___</u>	<u>_X_</u>
257	J B Adams	<u>_X_</u>	<u>___</u>	<u>___</u>
306	M C Petersen	<u>___</u>	<u>_X_</u>	<u>___</u>
306	E A Darland	<u>_X_</u>	<u>___</u>	<u>___</u>
306	D J Schuur	<u>_X_</u>	<u>___</u>	<u>___</u>
312	M C Meinhardt Jr	<u>_X_</u>	<u>___</u>	<u>___</u>
316	S W Neofotist	<u>___</u>	<u>_X_</u>	<u>___</u>
322	B A Graham	<u>_X_</u>	<u>___</u>	<u>___</u>
329	R E Hardy	<u>_X_</u>	<u>___</u>	<u>___</u>
528	R H Ennis	<u>_X_</u>	<u>___</u>	<u>___</u>
577	A Bakr	<u>___</u>	<u>_X_</u>	<u>___</u>
650	B G Mattison	<u>___</u>	<u>___</u>	<u>_X_</u>
650	R A Raskin	<u>___</u>	<u>_X_</u>	<u>___</u>
867	J E Shives	<u>___</u>	<u>___</u>	<u>_X_</u>
867	P A Alaniz Jr	<u>___</u>	<u>___</u>	<u>_X_</u>
1293	G L Hagert Jr	<u>___</u>	<u>_X_</u>	<u>___</u>
1614	A N Clark	<u>___</u>	<u>_X_</u>	<u>___</u>
<b>Total</b>		<b><u>_8_</u></b>	<b><u>_6_</u></b>	<b><u>_4_</u></b>