

# AGREEMENT

between

**UNION PACIFIC RAILROAD COMPANY**

and

**SHEET METAL, AIRLINE, RAIL & TRANSPORTATION –**

**TRANSPORTATION DIVISION (SMART-TD)**

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**Job Applications, Advertisements, and Assignments  
And  
Temporary Lodging**

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**A. JOB APPLICATION PROCESS**

1. Except for newly established yard engine assignments, locals, traveling switch engine assignments (TSE) and/or work trains all other train service positions or vacancies, including pool turns that are created or become vacant, shall be filled by the senior train service employee with an application bid on file with Carrier's Crew Management Office (CMS). An employee's application/bid may be changed or withdrawn prior to the requested position being assigned; however, once his/her application/bid is honored the employee must remain thereon until subsequently reassigned via the application/bid process, displaced there from or otherwise vacates the position pursuant to applicable Agreement provisions.
2. Vacancies known to exceed fifteen (15) days or any vacancy that exceeds fifteen (15) days, excluding vacation, shall be immediately filled permanently through the application/bid process.

3. Train service employees submitting application(s) must include all applicable information necessary to properly identify the position(s) to which application(s) are being made.

**NOTE 1:** Lower priority applications will be considered withdrawn and will be removed by CMS from the system once a train service employee is assigned a higher choice of assignments.

**NOTE 2:** Employees are responsible for maintaining a current and up-to-date list of desired applications.

## **B. ADVERTISEMENTS AND ASSIGNMENTS**

1. Positions with an assigned daily start time and assigned rest days that are newly established or any such existing assignments having a change in rest days, a change in reporting point or on which the starting time is changed by more than one (1) hour, will first be advertised for a period of seventy-two (72) hours.

**NOTE:** It is not the intent of this Article B. 1. to make multiple changes to a specific job/assignment of less than one (1) hour increments in order to avoid issuing a bulletin.

2. For any assignment that is required to be so advertised, said advertisement will close at 7:00 AM Central Standard Time on the closing day of the advertisement, after which assignment will be promptly made in accordance with controlling agreements.
3. In the event there are no applicants for a permanent trainman vacancy, the assignment will be assigned, as follows:

- Step 1:** Senior trainman within the same applicable AWTS/Furlough Territory who lost their bump and cannot be forced to the protecting extra board at the location where displaced due to not being senior to the junior extra board employee.
- Step 2:** Junior trainman from the protecting extra board, unless this reduces the extra board below the minimum cap.
- Step 3:** Senior applicant in AWTS status at the same applicable AWTS Territory with an application on file with CMS to return to full time service.
- Step 4:** Junior trainman in AWTS status at the same applicable AWTS Territory who does not have a request to come back to work.
- Step 5:** Senior applicant in AWTS from the next nearest applicable AWTS Territory with an application on file with CMS to return to full time service.
- Step 6:** Junior trainman in AWTS status from the next nearest AWTS Territory who does not have a request to come back to work.
- Step 7:** Senior trainman in furlough status within the same applicable Furlough Territory, unless there are junior furlough trainmen within the same applicable Furlough Territory and he or she (senior furloughed trainman) has a request on file with CMS to remain in furloughed status.

**NOTE:** Senior trainmen who have elected furlough status pursuant to Article II B 1 of Memorandum of Agreement – Auxiliary Work and Training Status (AWTS) and Handling of Furlough Employees Houston Hub, and who have not observed the minimum 120-days will be considered as having a request to remain in furlough status.

**Step 8:** Senior trainman in furlough status from the next nearest applicable Furlough Territory, unless there are junior furlough trainmen within the same applicable Furlough Territory and he or she (senior furloughed trainman) has a request on file with CMS to remain in furloughed status.

**NOTE:** Senior trainmen who have elected furlough status pursuant to Article II B 1 of Memorandum of Agreement – Auxiliary Work and Training Status (AWTS) and Handling of Furlough Employees Houston Hub, and who have not observed the minimum 120-days will be considered as having a request to remain in furlough status.

4. An employee newly assigned (by application or force assignment) to an assignment within the same terminal or less than one-hundred (100) miles outside the terminal of his/her previous assignment will be placed on said assignment in an “OK” status once properly notified. In any event the employee will be considered as properly notified upon the expiration of twenty-four (24) hours from the first attempt to notify.

**NOTE:** A trainman forced assigned from AWTS to fulltime service to fill a vacancy within the same terminal or less than one-hundred (100) miles outside the terminal, will be placed in an “OK” status forty eight (48) hours from first attempt to notify, unless the employee elects to mark-up earlier.

5. An employee newly assigned (by application or force assignment) to an assignment greater than one-hundred (100) miles from his or her previous assignment must report to the new assignment within forty-eight (48) hours after proper notification by CMS.

**NOTE:** A trainman forced assigned from AWTS to fulltime service to fill a vacancy over one-hundred (100) miles outside the terminal, will be placed in an "OK" status ninety six (96) hours from first attempt to notify, unless the employee elects to mark-up earlier.

6. Proper notification will be considered as being accomplished by CMS' calling all contact numbers listed in the trainman's personal file in CMTS, a combined minimum of four (4) attempts, and such attempts are so electronically documented. In any event the employee will be considered as properly notified upon the expiration of twenty-four (24) hours from the first attempt to notify, unless the employee elects to mark-up earlier.

**EXAMPLE 1:** An extra board trainman in Houston, Texas who is marked-up and available, is awarded an assignment in Angleton, Texas on Wednesday. Beginning at 1:00 P.M. CMS makes numerous unsuccessful attempts to contact him/her at his/her contact numbers. The employee will be marked-up to the assignment in OK status at 1:00 P.M Thursday.

**EXAMPLE 2:** If the employee in EXAMPLE 1 above is observing vacation through Saturday

(scheduled mark-up at 0001 Sunday), he/she will be marked-up to the assignment in OK status at 0001 Monday, unless he/she elects to mark-up earlier.

### **C. TEMPORARY LODGING**

1. Employees who are forced from their home terminal as a result of insufficient seniority to hold an assignment at his or her home terminal will be provided lodging on a temporary basis subject to the terms and conditions set forth herein.
2. To qualify for temporary lodging as specified in paragraph 1, employees must be forced to work at a location one hundred (100) miles or more from their assigned home terminal. The assigned home terminal will be the location from which the employee is initially forced. Mileage will be measured from the center of the yard of the employee's home terminal.

**Example 1:** Trainman Jones is furloughed in Beaumont, Texas. Trainman Jones is forced to work a vacancy in Bloomington, Texas. Bloomington is over 100 miles from Mr. Jones' assigned home terminal at Beaumont. Because his assigned home terminal is over 100 miles from Bloomington, Texas, Mr. Jones qualifies for temporary lodging because he meets the requirements set forth in Sections 1 and 2 above.

**Example 2:** Trainman Jones is furloughed in Beaumont, Texas. Trainman Jones is forced to work a vacancy in Houston, Texas. Houston is less than 100 miles from Mr. Jones' assigned home terminal at Beaumont. Because his assigned

home terminal is less than 100 miles from Houston, Texas, Mr. Jones does not qualify for temporary lodging.

3. In addition to the qualifiers outlined in paragraphs 1 and 2, above, the following shall also apply:
  - a. An employee must physically report to the away-from-home assignment/location within 48-hours of proper notification of assignment by CMS; and,
  - b. An employee will not be eligible for the lodging benefit provided in this Agreement on each day he/she is not available for service.
  - c. If all criteria set forth in paragraphs 1, 2 and 3 are met, lodging shall be provided at the new location for seventy-five (75) stays from the initial time of arrival or until such time the employee is released to return home, whichever occurs first.

**Note 1:** An employee must check out of a facility at which temporary lodging is provided on his/her assigned rest day(s), when working at an away from home terminal, or otherwise makes himself or herself unavailable for service. Such days will not be counted in calculating seventy-five (75) stays of lodging. As long as all criteria set forth herein have been met, the intent of this Agreement is to provide the employee working away from home seventy-five (75) stays of lodging.

**Note 2:** Failure to return home at the first opportunity will disqualify the employee from continuing to receive temporary lodging. However, if the employee is held by the Carrier beyond such time he/she will continue to receive lodging.

Time held by the Carrier will not count toward the seventy-five (75) stays of lodging.

**Note 3:** Temporary lodging under terms and conditions specified herein are limited to a total of seventy-five (75) days/instances in a calendar year.

**D. General**

1. Existing rules and practices providing trainmen who are forced assigned to no bid/application vacancies an opportunity to displaced a junior employee within twenty-four (24) hours are hereby superseded by this Memorandum of Agreement and are no longer applicable.
2. This Memorandum of Agreement may be cancelled by either party serving a twelve (12) month advance written notice upon the other however such notice cannot be served prior to October 1, 2017.

Signed in Houston, Texas this 8<sup>th</sup> day of February 2017.

**For SMART-TD:**



**Roy Davis  
General Chairman – SMART-TD**

**For Union Pacific Railroad  
Company:**



**T. Gary Taggart  
Director – Labor Relations**