

# MEMORANDUM of AGREEMENT

between

**UNION PACIFIC RAILROAD COMPANY**

and

**SHEET METAL, AIRLINE, RAIL & TRANSPORTATION –  
TRANSPORTATION DIVISION (SMART-TD)**

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## Handling of Discipline Houston Hub

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This Memorandum of Agreement amends the May 1, 2009 Discipline Handling Agreement as follows:

**I. Discipline Appeals and Conferences:**

- A.** The Superintendent's decision to discipline an employee will be considered as appealed and requested for conference by the General Chairman.
- B.** The General Chairman and designated Labor Relations Officer will discuss/conference issued discipline on behalf of the listed employee(s) within thirty (30) days from the Superintendent's decision.
- C.** Upon the conclusion of the discipline conference, should the General Chairman (or designated Union representative) and the designated Labor Relations Officer (or designated Carrier representative) be unable to resolve the docketed disciplinary cases(s) listed, the General Chairman or Labor Relations Officer, or their designee, may respond in writing of the parties' respective positions within sixty (60) days.
- D.** Any case(s) unresolved in conference may be docketed to a tribunal immediately after the conclusion of the discipline conference upon mutual consent of the parties.

## **II. Communication**

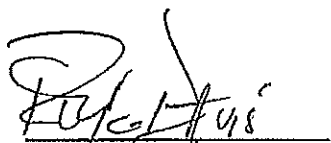
- A.** Effective with the implementation of this Agreement, all correspondence regarding the UP-Discipline Policy, including, but not limited to, Notice of Investigations (NOI), Notice of Discipline Assessments (NODA), Hearing transcript and exhibits, appeals, etc., between the Carrier, the Organization, employee witnesses, and the employee(s) charged, will be transmitted via the use of modernized (e.g., electronic, computerized, etc.) processes.
- B.** The delivery method for correspondence regarding the UP-Discipline Policy to a charged employee for all discipline cases will be sent via the MyUP Messaging System (Broadcast Messages) in the UP Employee's TE&Y portal. Charged employees are to be notified by way of a "High Priority" message upon logging in and will be required to acknowledge receipt of such notification(s).
- C.** The General Chairman will advise the Carrier of the Local Chairmen's e-mail address(s) to be utilized for the express purpose of this Memorandum of Agreement.
- D.** The parties recognize the ever-changing nature, state and impact of technology. Consequently, it is likewise recognized the systems, processes and technologies used for delivery and exchange of information between UP, Union Officers, and employees may likewise change. Thus, it is not the intent of this Memorandum of Agreement that a single technology, process or application would be forever used and never thereafter changed. Accordingly, the parties agree to work together for use where appropriate and applicable newer and changing technologies to facilitate the delivery and exchange of discipline information and to further improve the efficiency of such deliveries and exchanges.

## **III General**

- A.** All agreement provisions of the May 1, 2009 Discipline Handling Agreement not modified herein, will remain in full force and effect.
- B.** This Agreement may be cancelled by either party serving a sixty (60) day written notice to the other.
- C.** If this Agreement is not cancelled by either party on or before January 1, 2020, this Agreement will remain in effect unless the parties mutually agree to cancel.

This Memorandum of Agreement will become effective \_\_\_\_\_, 2018.


**SMART-TD**

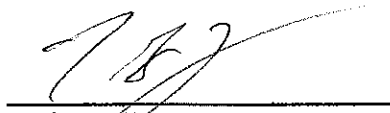
  
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**Roy E. Davis**  
**General Chairman**

**UNION PACIFIC RAILROAD**

  
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**David L. Young**  
**Asst. Manager – Labor Relations**

**Approved**

  
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**John Babler**  
**International Representative**

  
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**T. Gary Taggart**  
**Sr. Manager – Labor Relations**