

MEMORANDUM OF AGREEMENT

UNION PACIFIC RAILROAD COMPANY

And

SMART - TRANSPORTATION DIVISION

(Former C&NW Committee)

MEMORANDUM OF AGREEMENT NO. 26010119601320

This Memorandum of Agreement concerning yard operations at Chicago Terminal Complex (CTC) is intended to eliminate several issues concerning the meal period in the CTC. The amendments proposed below are intended to improve the efficiency of the operation at Chicago specifically as it pertains to operation of the all yard assignments in the CTC. The Memorandum of Agreement will address meals while performing service within the CTC and the compensation for the above-identified positions. Accordingly, it is agreed that effective January 1, 2019:

1. Foremen and Utility men will receive a new basic daily rate of pay of \$320.00 for all yard assignments. Switchmen will receive a new basic daily rate of pay of \$312.00 for all yard assignments.

NOTE: Yard service for the purposes of this Agreement means: the movement of cars and/or engines within the CTC, except transfer service.

2. The provisions of Yard Rule 7(c), which is currently applicable to switchtenders and transfer service working at CTC, will now apply to all assignments working in the Chicago Terminal Complex (CTC). Rule 7(c) will now read as follows:

7(c). Paragraphs (a) and (b) of this rule apply to all yard assignments working in the CTC, but these positions will be held responsible for their regular duties during the meal period.

3. The above changes to the rates of pay and Rule 7(c) of the January 1, 1959 BRT Schedule applicable to all assignments working in the CTC, will be instituted in an effort to address the level of compensation necessary for employees occupying these positions to be available during their tour of duty. The aforementioned changes in compensation and Yard Rule 7(c) are designed to eliminate ongoing concerns/disputes regarding the application of the meal period rules for the above identified positions.
4. Yard Rule 7(c), as amended, requires all yard assignments working in the CTC to protect their regular duties throughout their shift, including the period identified in

Rule 7(a). It is clearly understood that the Carrier can still permit employees on these positions a meal period during their tour of duty.

5. Any current in-lieu-of meal allowance paid (e.g. "JQ") the aforementioned positions will be discontinued.
6. The aforementioned change in rates of pay and the application of Yard Rule 7(c) will become effective January 1, 2019, and will be subject to all future wage increases.
7. As a condition of this Agreement, the parties agree to the terms and conditions cited in Side Letter Nos. 1 and 2 of this Agreement.
8. This Agreement shall remain effective for a period of at least five (5) years from the effective date and remain in effect thereafter until either party serves thirty (30) days written notice to cancel this Agreement.

This Agreement is without precedent or prejudice to either parties position with respect to meal periods and will not be referred to in any manner for any reason.

Signed this 13th Day of December, 2018 at Omaha, Nebraska.

FOR SMART
TRANSPORTATION DIVISION:



Jerry L. Kalbfell
General Chairman, G.C.A.

FOR THE CARRIER:



Beth Wilderman, Director
Labor Relations - Union Pacific

Side Letter No. 1
Meal Period Claims Yard Rule 7
Memorandum of Agreement No. 26010119601320

It is agreed, as the result of the adoption of Memorandum of Agreement No. 26010119601320, effective January 1, 2019, the following will apply with respect to outstanding meal period claims on behalf of yard assignments working in yard service in the Chicago Terminal Complex (CTC).

1. All meal period claims, on record as of December 31, 2018, for yard service employees working assignments headquartered within the CTC, filed on a timeslip, =PE timeslip or progressed to the local level of appeal or General Committee level of appeal, will be settled at \$120.00 (four hours) per claim.
2. All (JQ) meal period claims, on record as of December 31, 2018, for yard service employees working assignments headquartered within the CTC, filed by the SMART Union, and progressed by the General Committee level of appeal will be settled at \$60.00 (two hours) per claim.

This settlement will be without precedent or prejudice to either party's position and will not be referred to in any manner for any reason.

Signed this 13th Day of December, 2018 at Omaha, Nebraska.

FOR SMART
TRANSPORTATION DIVISION:



Jerry L. Kalbfell
General Chairman, G.C.A.

FOR THE CARRIER:



Beth Wilderman, Director
Labor Relations - Union Pacific

Side Letter No. 2
Meal Period Claims Yard Rule 7
Memorandum of Agreement No. 26010119601320

It is agreed by the parties, as the result of the adoption of Memorandum of Agreement No. 26010119601320 that the provisions of Section 1, (C), of the Merger Implementing Agreement signed on June 28, 1996, concerning the establishment of former C&NW Agreement on the former CE&I will be implemented on January 1, 2019.

This settlement will be without precedent or prejudice to either parties' position and will not be referred to in any manner for any reason.

Signed this 13th Day of December, 2018 at Omaha, Nebraska.

**FOR SMART
TRANSPORTATION DIVISION:**



Jerry L. Kalbfell
General Chairman, G.C.A.

FOR THE CARRIER:



Beth Wilderman, Director
Labor Relations - Union Pacific