

MEMORANDUM OF AGREEMENT

Between

THE UNION PACIFIC RAILROAD COMPANY

And the

SMART-TD

San Antonio, Longview and Dallas/Fort Worth Hubs

PASSING UP AND NOTIFICATION

The applicable rules governing pass up are superseded by the following agreement. In order to provide trainpersons/yard persons more flexibility in giving up their assignments:

IT IS AGREED:

Section 1: "Pass Up"

1. When a trainperson has been on any assignment in excess of thirty (30) days, they may displace a trainperson their junior, except that they will not be allowed to exercise their seniority in the same freight pool that they were assigned to. Under the foregoing, the assigned trainpersons will remain on the assignment during the bulletin period.
2. A trainperson who "passes up" must work the assignment that they passed up to at least one (1) time.

Section 2: Notification

1. Displaced trainpersons must exercise their seniority within forty-eight (48) hours of proper notification by CMS of their displacement, except where otherwise noted herein.
2. In the event an employee cannot be immediately contacted, proper notification will be considered as having been accomplished twenty-four (24) 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, excluding email), may be used in addition to this paragraph. It is understood employees may accept notification prior to the (twenty-four) hour period referred to above.

3. For employees displaced while on duty or at the away-from-home terminal, the forty-eight (48) hour displacement period will begin at final tie-up/final release at the home terminal without the need for additional phone notification by CMS.

4. 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 forty-eight (48) hour displacement period will begin upon completion of such unavailability period. Nothing prohibits employees from accepting notification during such unavailable period.

Section 3: General Terms and Conditions

1. It is understood that the Carrier will not incur any additional expense as a result of this agreement.
2. This agreement maybe cancelled by either party by giving thirty (30) day written notice to the other party. In the event such notice is served, the parties agree to promptly meet to discuss the issues or problems underlying the intended cancellation.

**For the
SMART-TD**

**For the
Union Pacific Railroad**

J. Scott Chelette
General Chairman – SMART-TD

Craig Ingrisano
Director-Labor Relations

Signed on this day: _____

Effective date: _____