

L V Edington, Gen Chairman
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Consolidated General Committee of Adjustment

*Union Pacific Railroad Company
 (Eastern & Northwest Districts, former CNW Railway Co)
 Kyle Railroad, Nebraska Central Railroad,
 Portland Terminal Railroad & Wichita Terminal Assoc*

September 11, 2024

LC M C Meinhardt Jr – Local 322
LC B A Graham – Local 322
LC R H Ennis – Local 528
LC A Bakr – Local 577

RE: Proposed Transfer of Commuter Operations to METRA Agreements and Ballot

Dear Brothers:

Attached for your consideration are six (6) proposed agreements for the transfer of commuter operations to METRA. Two are with METRA, with the Rule G Policy as reference, one is a tri-party (Metra/UPRR/SMART, and three are with UPRR.

METRA/SMART TD	METRA/SMART TD/UPRR	UPRR/SMART TD
Implementation Agreement	Tri-Party Agreement	Flow-back Agreement
MOU-Supplement to Implementation Agreement		Vacation Deferralment LOU
		PL, PS, AD Bank Days LOU

If ratified, the process for transferring services to METRA would commence under the terms and conditions contained in the proposed agreements. A synopsis of the proposed agreements is attached for your reference. This ballot is furnished via e-mail and USPS. Ballots must be received by this office via fax or email at ledington@utu953.org or by mail no later than **Thursday, October 10, 2024.**

Fraternally,

Luke V Edington
 General Chairperson

Attachments:

- Ballot
- UP Commuter Service/NIRCRC Implementation Agreement
- MOU Supplement to Implementation Agreement and Rule G Policy
- Tri-Party Agreement
- Flow Back Agreement
- Vacation Deferralment for METRA Transfer LOU
- PL, PS, AD Bank Days LOU

BALLOT

Transfer of Commuter Operations to METRA Agreements

September 11, 2024

IN FAVOR of the six (6) proposed agreements for the transfer of
commuter operations to METRA.

NOT IN FAVOR of the six (6) proposed agreements for the transfer of
commuter operations to METRA.

Local Chairperson

Date

Print Name

Local

Synopsis of Transfer of Commuter Operations to METRA

Northeastern 2 – Eastern 1 – Chicago Freight Terminal

Preservation of Collective Bargaining Agreements and Healthcare

- Current agreements and work rules are preserved and remain in effect. The peer trainer agreement was the only agreement not retained as training is not handled by agreement employees at METRA.
- Healthcare remains unchanged, with no change in cost sharing and no gap in coverage.
- Active employees who are successful bidders and hired by METRA will be entitled to their current year and carried over vacation, personal leave and paid sick days earned at UP (including banked days) and will be allowed to observe unused vacation/personal leave/paid sick days during 2025 consistent with the UP created schedule.
- Active employees who are successful bidders and hired by METRA will have all compensated service provided for at UP credited towards the calculation of vacation and personal leave granted in subsequent years. The employees date that was used at UP for determining years of continuous service will be used by METRA.
- Improvements in promotion to Conductor training (three attempts at exam).
- Make whole pay for junior employee(s) on extra boards who are forced to a vacant assignment(s).
- A yard extra board will be established at California Avenue Coach Yard to protect yard service, and all work currently protected by CFT train service employees (work that the City Board currently protects).
- Former UP/CNW Line employees maintain any rights afforded them under the 1977 RTA.

Preservation of Seniority

- All train service employees transferring from UPRR to METRA will have prior rights in their current seniority district. NIRCRC (METRA) will establish the METRA HUB (UP Lines District Roster).
- Train service employees working in the new METRA HUB will have seniority rights to all train service work within the METRA HUB using their seniority on the UP Lines District seniority.
- Applicants that cannot hold a position at METRA will be placed on the Preferential Hiring List (PHL) after all jobs have been awarded, including extra board positions. The PHL will be the point of supply when permanent vacancies arise at METRA. Train service employees on the PHL will have 15 days from notification to accept employment at METRA.

- Train service employees who accept a position at METRA may voluntarily return to UPRR within a (2) year period from the transfer date between UPRR and Metra, on a one (1) time basis. Employees returning to UPRR will not be allowed to transfer back to METRA.
- Train service employees who accept a position at Metra after the two (2) year period from the date of the Agreement, may voluntarily return to UPRR within thirty (30) days from their release date to Metra. Employees returning to UPRR will not be allowed to transfer back to METRA.

Transfer Process

- Train Service employees actively working on E1, NE2 and CFT seniority districts will be eligible to apply for the initial transfer.
- Within three (3) days of the effective date of the Implementing Agreement, UPRR will send all active train service employees from E1, NE2 and CFT seniority districts a request to complete an attestation and allow a release of information (personnel records and medical info). Active employees will have 14 days to complete the attestation process. If the attestation and release of information is not completed by an active train service employee within fourteen (14) days, they will forfeit their rights to transfer to METRA.
- Jobs will be bulletined 60 days prior to service transfer date. Bulletins will run for 10 days and jobs will be assigned 30 days after the bulletins close. Transfer to commence shortly thereafter (see example timeline below).

Additional Items

- Train service employees transferring to METRA will continue to use CMTS and the UPRR crew calling system until METRA is able to perform those services (date to be determined). They will also be given a METRA log in to access METRA's system.
- Employees transferring to METRA will attend one of many orientation days (hosted by METRA) where they will complete administrative paperwork (I-9 forms, etc.), be given information about METRA, and receive answers to any questions they may have. METRA will have staff onsite to guide employees through the process of transferring their Vanguard 401k to METRA's Empower 401k if they desire.

Example Timeline and Relevant Agreement Section

Article I: October 1 – Implementation Day (Signed Agreement)

Article I.A.: October 4 – Attestation posted (3 days from I-Day)

Article I.B: October 18 – Attestation closes (kind of sort of) (14 days from Attestation Release)

Oct 20-Sept 30: (records pull, NIRCRC Cadient process – who has completed it. This will be on a continuous repeat throughout this part of the transfer)

Article III.A: Dec 1 – Bulletin jobs (60 days from transfer date)

Article III.B: Dec 10 – Bulletins come down (10 days from posting), (considered declined if no bid/no attestation)

Article I.B (note): Dec 15 - (must have completed attestation if bid or bid is denied) Article III.C: Jan 1 – Assign jobs (20 days to assign)

Article III.B.1: Jan 11 - Last day to give up jobs (4 days from assign and 30 days from bulletin close) Article III.D: Jan 16 – Complete back fill (5 days from last give up)

February 1 – Transfer Date for E1 (15 days from last back fill)

UP Commuter Service / NIRCRC Implementation Agreement

Memorandum of Agreement (MOA) between the Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC) and the Sheet Metal/Air/Rail/Transportation – Transportation Division (SMART-TD)

At the time that the Commuter Rail Division of the Regional Transportation Authority (CRD) amends its Purchase of Service Agreements (PSAs) with the Union Pacific Railroad Company (UP) and the Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC) so that NIRCRC assumes operational control over certain services previously provided by UP's Transportation Department on the UP-North Line, UP-Northwest Line, UP-West Line, and Chicago Freight Terminal (the Commuter Services) to occur on the "Change Over Date", the following terms will apply.

Section 1. Applicable Agreement

The governing collective bargaining agreement for the Commuter Services will be a new collective bargaining agreement between NIRCRC and SMART-TD, referred to as the "UP Lines Agreement." The UP Lines Agreement will contain the terms of the existing SMART-TD/Union Pacific Collective Bargaining Agreement applicable to the Commuter Services, as modified by this MOA, and as modified to reflect that the UP Lines Agreement terms will apply exclusively to commuter rail operations. This will include all current agreement provisions, side letters, and appendices in effect at the time of signing this Agreement.

Section 2. Transition to NIRCRC

- a) Active UP employees will be notified in advance of the Change Over Date of the opportunity to place a bid based on UP Conductor seniority for employment at NIRCRC through the advertisement of positions. The format, timeline, and all aspects of these initial advertisements, and review of applications, will be determined by NIRCRC. For purposes of this MOA, "active UP employees" means employees in active service on the date of this MOA with seniority on one or more of the following UP seniority rosters: Northeastern No. 2, Eastern No. 1, Chicago Freight Terminal No. 7.
- b) NIRCRC shall extend employment offers to active UP employees who apply for employment at NIRCRC under this MOA, however, all offers of employment are subject to the former UP employee satisfying the following conditions:
 - i. Must authorize UP to transfer their employee service and personnel records to NIRCRC at time of application. Including, but not limited to, latest operating rules exam results, skills performance results, annual check ride results, certification exam results, and hearing and vision results,
 - ii. Must submit a current Driving Record Abstract,
 - iii. Must authorize a background check, and
 - iv. Must successfully complete drug and alcohol testing. An employment offer will not be extended if an employee does not successfully pass the drug and alcohol testing, unless such employee agrees to enter the Rule "G" R/E program and be subject to

SMART-TD/NIRCRC UP Commuter Service Implementation Agreement

the requirements provided in the Rule "G" Prevention Program Companion Agreement attached as Attachment B of this MOA.

- v. Must not have taken or received a fraudulent federal, state, or private loan that they were not entitled to.

Nothing in this MOA is intended or shall be construed to restrict NIRCRC's ability to adopt any hiring conditions with respect to new employees not covered by this MOA who may be hired by NIRCRC after the Change Over Date.

- c) Commuter service assignments subject to this Agreement will be awarded and initially filled in accordance with Tri-Party Agreement entered between NIRCRC, SMART-TD, and Union Pacific.
- d) Active UP employees who desire to transfer to NIRCRC, but do not have adequate seniority to be awarded an assignment described above, will be placed on a Preferential Hiring List in seniority order using their UP Conductor seniority for future hiring needs by NIRCRC for the Commuter Services. Employees offered such employment will be notified by NIRCRC by certified mail, return receipt requested with copy to the General Chairperson. At the time of the notification, employees must be working in the trainmen class or craft to be eligible. Employees will be given a fifteen (15) day period to respond to the bulletin notice. After the fifteen (15) day bulletin notice the NIRCRC will award applicants based on UP conductor seniority. The same conditional requirements from Section 2 (b) will apply. If the employee does not accept employment or fails to comply with the notice, the employee's name shall be removed from the Preferential Hiring List and will not be entitled to any employment rights. If the senior employee on the Preferential Hiring List does not accept employment, subsequent employees on the List will be given seven (7) days to make themselves available. It is the responsibility of the employee to provide NIRCRC with current address and contact information if they wish to be considered for future positions.
- e) Pursuant to the Flowback Agreement between SMART-TD and UP, employees who transfer to NIRCRC pursuant to this MOA may voluntarily return to UP during the two-year interim period beginning on Change Over Date, but will not be permitted to make a subsequent transfer back to NIRCRC. Employees voluntarily returning to UP during the two-year interim period must provide sixty (60) day notice to NIRCRC of their intent to return to Union Pacific.
- f) A former UP employee who had been in service with UP for fewer than sixty (60) working days as of the Change Over Date, and is hired by NIRCRC under this MOA, will be considered an applicant for employment. The sixty (60) day period provided for determining an applicant's competency will be reduced by the number of days that the applicant provided compensated service at UP prior to the Change Over Date. The Carrier may reject their application for employment during this time period.
- g) A former UP employee assigned to a NIRCRC position may be held on their assignment

for up to thirty (30) working days following the Change Over Date before being allowed to exercise seniority.

- h) UP employees that are returned to service by an arbitration award or from a leave of absence, including a leave to accept a full time union position, after the Change Over Date will have an opportunity to submit a bid for employment at NIRCRC under the provisions of this MOA. Employees will have thirty (30) days from the date of the arbitration award or the end of the leave of absence to apply for employment with NIRCRC and must meet all other requirements contained in this Section.

Section 3. Seniority

- a) The parties agree that, notwithstanding any other collective bargaining agreement, a separate seniority district, the UP Lines District, is established under the UP Lines Agreement for the Commuter Services. This District includes the UP-North Line, UP-Northwest Line, UP-West Line, and Chicago Freight Terminal.
- b) UP employees accepting positions with NIRCRC pursuant to this Agreement will be placed on a new seniority roster, the UP Lines District Roster, using their UP conductor seniority date, and they will be ranked first on this roster as a group in the same relative order as they are ranked on the three UP conductor's rosters, UP-North and UP-Northwest roster (Northeastern No. 2), UP-West roster (Eastern No. 1), and Chicago Freight Terminal roster (CFT No.7) that currently protect the Commuter Services.
- c) For purposes of prior rights, there will be three (3) work zones in the UP Lines District for former UP employees hired pursuant to this MOA:
 - i. Zone A: performing service on assignments operating on the UP-North and UP-Northwest Lines.
 - ii. Zone B: performing service on assignments on the UP-West Line.
 - iii. Zone C: performing service in the Chicago Freight Terminal territory.
- d) Former UP employees will have prior rights to assignments working in Work Zones A, B and C as follows.
 - i. Employees who were on the UP Northeastern No. 2 Roster will have prior rights to assignments in Zone A.
 - ii. Employees who were on the UP Eastern No. 1 Roster will have prior rights to assignments in Zone B.
 - iii. Employees who were on the UP Chicago Freight Terminal Roster (CFT) No. 7 will have prior rights to assignments that work in this territory.
- e) Only UP employees who are awarded full-time positions including extra boards at NIRCRC under this MOA will initially have a position on this new seniority roster, followed by employees from the Preferential Hiring List that later accept employment with NIRCRC. Employees from such List will be given a seniority date on the UP Lines District Roster when they begin compensated service for the NIRCRC using their seniority date on their UP Conductor seniority roster.

- f) When a permanent vacancy arises through attrition, retirement or additional needs of service, the vacancy will be filled through the following use of seniority:
 - i. Prior righted Trainmen that have been hired by NIRCRC and are on the UP Lines Roster;
 - ii. Prior righted Trainmen from the Preferential Hiring List;
 - iii. Trainmen that have been hired by NIRCRC and are on the UP Lines Roster but are not prior righted on that Zone;
 - iv. Non prior righted Trainmen on the Preferential Hiring List.
- g) Employees who elect to leave the NIRCRC as outlined in Section 2 (f) and return to UP during the interim period will be removed from the UP Lines District Roster and the NIRCRC UP District Roster.
- h) Unless the seniority districts are merged or coordinated by agreement in the future, employees on other NIRCRC rosters will not have work rights on the UP Lines and employees on the UP lines will not have work rights on the NIRCRC lines.
- i) NIRCRC will establish the UP Lines District Roster using the criteria of this Section. The roster will show the employee's name, NIRCRC seniority date, and prior rights code (Zone A, B or C). NIRCRC will publish the roster within fifteen (15) days of Change Over Date. Employees have thirty (30) days from the initial posting to protest their placement on the roster. Within sixty (60) days from the close of the 30-day period, an updated roster will be reposted. A seniority date not protested within the 30-day period will be considered permanently established and further requests for change will not be considered except to correct typographical errors.
- j) Any employees hired by NIRCRC for Commuter Services after Change Over Date and the Preferential Hiring List is exhausted will be added to the bottom of the UP Lines District Roster without prior rights regarding Work Zones A, B, and C, but will be governed by the Collective Bargaining Agreement referenced in Section 1 Exhibit A.
- k) The parties further agree that in the event that the UP Lines Agreement and NIRCRC/SMART October 16, 1986, General Agreement are combined into a single agreement, this will be accomplished pursuant to applicable law and agreements.

Section 4. Training and Qualification

UP employees who become NIRCRC employees under this Agreement will be subject to the training and certification policies of the NIRCRC. These policies are subject to change over time.

Section 5. Benefits

- a) UP employees who become NIRCRC employees under this Agreement will maintain healthcare coverage under existing National Agreements. Cost sharing provisions will remain unchanged and there will be no gap in coverage.

SMART-TD/NIRCRC UP Commuter Service Implementation Agreement

- b) Former UP employees hired by NIRCRC will be entitled to their current year and carried over banked vacation, personal leave, and sick leave they earned at UP, and they will be allowed to observe any unused vacation/personal leave/sick leave during 2025 consistent with the UP-created vacation schedule.
- c) Former UP employees hired by NIRCRC under the terms of this Agreement shall have all compensated service provided for at UP credited towards the calculation of vacation and personal leave granted in subsequent years. The date that UP previously used for determining years of continuous service will be used by NIRCRC.
- d) No other benefits will be carried over or imported from UP. However, the former UP/CNW Line employees will maintain any rights afforded them under the 1977 RTA Agreement.

Section 6. Claims and Grievances

Claims and grievances will be handled in accordance with the claims handling procedures set out in the UP Lines Agreement attached in Exhibit A.

Section 7. General

- a) This Agreement does not supersede any responsibility, if any, which NIRCRC may be required to take under federal or other laws, federal or state regulations, or labor protective agreements which may be applicable to NIRCRC.
- b) This Agreement does not supersede any rights NIRCRC may have under federal or other laws, federal or state regulations, or labor protective agreements which may be applicable to NIRCRC.
- c) The Parties signatory here to agree to meet/converse promptly to resolve any issue(s) that impede the smooth transfer to the Commuter Services operation contemplated in this Agreement.

This Agreement signed in Chicago, IL dated _____ shall be effective _____.

SMART-TD/NIRCRC UP Commuter Service Implementation Agreement

Agreed:

FOR SMART-TD:

Luke Edington
General Chairman, GO-953

FOR NIRCRC:

Rana Abudayyeh
Director, Labor Relations

David Krienke
Senior Labor Relations Specialist

Approved:

Jim Derwinski
CEO/Executive Director

APPENDIX G

RULE "G" BY-PASS AGREEMENT

AGREEMENT between the Northeast Illinois Regional Commuter Railroad Corporation and United Transportation Union.

IT IS AGREED:

The parties to this agreement recognize that the use of alcohol and/or drugs is a serious problem within the railroad industry. The Carrier and the Labor Organization, in an effort to help the apparent Rule "G" violator retain an employment relationship and seek rehabilitation, jointly consider a change in the Rule "G" policy desirable. The parties hereby agree to modify the respective applicable discipline rule or rules to the extent provided. The objective of this Agreement is to encourage mutual cooperation between labor and management in addressing alcohol and drug use problems in the railroad industry.

Section 1. If any member(s) of a crew believes that another member of a crew may be in an unsafe condition, such employee will immediately contact a Carrier officer. If the Carrier officer, upon investigation, determines there is an apparent violation of Rule "G", the employee shall be removed from service.

Section 2. Once an employee has been relieved from service under Section 1, such employee must contact the Carrier's Employee Assistance Program Counselor within 72 hours of the removal from service. If the employee contacts the Employee Assistance Program Counselor and accepts counseling, he/she will be paid for the remainder of the trip or shift lost as a result of the removal from service.

Section 3. If the employee does comply with the requirements set forth in Section 2, and the Employee Assistance Program Counselor determines that the employee is not in need of counseling, the employee shall be returned to service promptly. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Section 2.

Section 4. If the employee does comply with the requirements set forth in Section 2, and the Employee Assistance Program Counselor determines that the employee is in need of employee assistance, and the employee accepts same, the employee accepting assistance shall be returned to service upon a favorable recommendation from the Employee Assistance Program Counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Section 2.

Section 5. If the employee does not comply with the requirements set forth in Section 2, or does not accept counseling as provided in Section 4, he/she must lay off and, if so desired, may request a formal investigation. Such request must be made within five (5) working days of the day removed from service.

Section 6. The Employee Assistance Program Counselor's recommendation to return to service under Sections 3 and 4 shall be directed to the Department Manager with copy to the General Chairman and Director of Labor Relations.

Section 7. The employee(s) who originated the action as provided in Section 1 will not be called as a Carrier witness(es) if a formal investigation is held.

Section 8. This Agreement shall apply once during an employee's service, and thereafter all regular rules and agreements shall apply.

Section 9. This Agreement is effective April 15, 1985 and may be terminated by either party upon service of five (5) days written notice upon the other party.

{Signatures Omitted}

NOTE: Minor stylistic and format changes were made to this appendix as part of the March 1, 2002 updating and reprinting of the General Rules Agreement.

RULE "G" BY-PASS

Date _____

Location _____

Mr./Ms. _____

Because you have been formally charged with violation of Rule "G" and in accordance with the provisions of the applicable Agreement concerning Rule "G" By-Pass, you may now select one of the following options:

- () I will contact the Employment Assistance Program Counselor at phone number (312) 726-8620 or 1-800-227-8620 within seventy two (72) hours of being removed from service and agree to accept and comply with the Counselor's determination(s) for participation in counseling in order to seek his favorable recommendation for my return to service.

- () I request formal investigation on the Rule "G" violation charge.

This form is being furnished to you in triplicate in order to permit you to return one copy to the undersigned as soon as possible, and should you desire, to furnish a copy to your union representative.

Supervisor

I have voluntarily selected the above-indicated option.

Signature

Date: _____

PREVENTION PROGRAM COMPANION AGREEMENT

AGREEMENT between the Northeast Illinois Regional Commuter Railroad Corporation and United Transportation Union.

IT IS AGREED:

The parties to this agreement jointly recognize that safety is the paramount concern and, further, that an alcohol and drug-free environment is an essential element in maintaining a safe work place, agree to the following to ensure the most compliance with Rule "G":

Section 1. An employee who has been dismissed from service as a result of violating Rule "G" may elect to participate in the Rule "G" Rehabilitation/Education Program (Rule "G" R/E Program), provided:

- (a) The employee has had no Rule "G" offense on his or her record for at least five (5) years; and
- (b) The employee has not participated in the Rule "G" R/E Program for at least five (5) years; and
- (c) The incident giving rise to the dismissal did not involve significant rule violations other than Rule "G".

Section 2. Participation in the Rule "G" R/E Program shall continue for a period of 12 months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Program (EAP) Counselor.

Section 3. A letter, notifying the employee of the availability of the Rule "G" R/E Program and containing a request form to be completed by the employee, shall be attached to the Notice of Dismissal.

Section 4. The employee may elect to participate in the Rule "G" R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within 72 hours of receipt of the Notice.

Section 5. The employee must contact the EAP Counselor within 72 hours of electing to participate in the Rule "G" R/E Program.

Section 6. After being contacted, the EAP Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.

Section 7. If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employee must follow the course of the treatment established by the EAP Counselor during the remainder of the Program.

Section 8. If the evaluation indicates that the employee may not safely be returned to service, he or she shall continue in the status of a dismissed employee until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis. The employee must follow the course of treatment established by the EAP Counselor while out of service and after return to service during the remainder of the Program.

Section 9. If at any time during the twelve-month period referred to in Section 2, the employee fails to follow the course of treatment established by the EAP counselor or fails/refuses to submit to drug/alcohol testing once each quarter during such twelve-month period, which tests Carrier shall have the option of administering without prior notice, or if such tests are positive, the Carrier shall remove the employee from the Program. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.

Section 10. An employee may withdraw from the Rule "G" R/E Program at any time by notifying, in writing, the EAP Counselor and the Carrier Officer who signed the Notice of Dismissal. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employee from service and the employee shall revert to the status of a dismissed employee.

Section 11. If the employee successfully completes the Rule "G" R/E Program, a notation to that effect shall be placed on the employee's Personnel Record and the employee's probationary status shall terminate and all seniority and other rights shall be restored.

Section 12. No claims shall be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participating in the Rule "G" R/E Program.

Section 13. The Employee Assistance Program Counselor's recommendation to return to service under Section 7 shall be directed to the Carrier Officer who signed the Notice of Dismissal with copy to the General Chairman and Director of Labor Relations.

Section 14. This Agreement is effective April 15, 1985 and may be terminated by either party upon service of five (5) days written notice upon the other party.

{Signatures Omitted}

NOTE: Minor stylistic and format changes were made to this appendix as part of the March 1, 2002 updating and reprinting of the General Rules Agreement.

**ELECTION TO PARTICIPATE IN THE
RULE G REHABILITATION/EDUCATION PROGRAM**

Mr. / Ms. _____
(Name of Officer Signing Notice of Dismissal)

I elect to participate in the Rule G Rehabilitation/Education Program. I understand my participation is governed by the April 10, 1985, Agreement establishing the Program. I further understand I must contact the Employee Assistance Program Counselor _____
(Name of Counselor)
(312) 726-8620 or 1-800-227-8620 within 72 hours of this election to participate in the R/E Program.

(Name of Employee)

(Date and Time Signed)



MEMORANDUM OF UNDERSTANDING

Between

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
(NIRCRC)

AND

SHEET METAL/AIR/RAIL/TRANSPORTATION – TRANSPORTATION DIVISION
(SMART-TD)

This Memorandum of Understanding is a supplement to the UP Commuter Service / NIRCRC Implementation Agreement (MOA).

Section 1. Assistant Conductors

The titles "Collector" and "Swing Collector" as they are used in the UP/SMART-TD Collective Bargaining Agreement will be recognized as an "Assistant Conductor" in the UP Lines Agreement.

NOTE: The only two titles that will be recognized in the UP Lines Agreement will be "Assistant Conductor" and "Conductor." Anywhere that a "Collector" is referenced in the UP Lines Agreement will be recognized as "Assistant Conductor."

Section 2. Newly Hired Trainmen

Trainmen that are hired after the "UP Preferential Hiring List" referenced in Section 2 of the Implementation Agreement MOA has been exhausted will be hired as Candidate Trainmen and enter NIRCRC's Assistant Conductor Training Program pursuant to the following provisions:

- (a) A Candidate Trainman is an employee who has not previously qualified as an NIRCRC Assistant Conductor and is assigned to the Carrier's Assistant Conductor Training Program. During his training period, which is not to exceed ninety (90) days, Candidate Trainman will be paid a basic day at the assistant conductor rate for each day spent training. Employees will be paid overtime for time spent training in excess of eight (8) hours in a single day.

(b) Training assignments may, at the Carrier's discretion, require employees assigned to provide such training to complete reports pertaining to the Training Program. Except to the extent of their responsibilities under the operating rules, employees assigned by the Carrier to provide training for a Candidate Trainman will not be held responsible when it is determined that an occurrence involving an injury or equipment damage resulted entirely from the independent actions of a Candidate Trainman being trained under their supervision.

(c) Except for employees who indicate by written notice to the Carrier's Chief Transportation Officer that they do not want to be assigned by the Carrier to provide training for a Candidate Trainman, qualified employees may be used to provide such training.

Nothing in this section shall prohibit certified Conductors from marking Assistant Conductor jobs, or to prohibit the Carrier from hiring Conductors.

Section 3. Promotion to Conductor

Assistant Conductors will stand for future promotion to Conductor pursuant to the following provisions:

(a) Except as otherwise provided herein, new hires must be examined for promotion to Conductor during the time between the completion of their first 200 days and first 365 days of actual work for the Carrier. Promoted employees will thereafter rank as Conductors in the order of their roster standing.

(b) New hires will be given a written notice of the examination for promotion not less than thirty (30) days in advance of the date such promotion examination is scheduled.

(c) The Carrier will make Conductor promotional requirements the same for both passenger service and miscellaneous service (i.e. yard service). On-site instruction for a length of time as established by the Carrier will be provided just prior to the promotional examinations.

(d) A new hire unable to take an examination because of sickness, injury, authorized leave of absence, furlough on account of reduction in force, assigned vacation, or any emergency cause deemed excusable by the Carrier will not be required to take an examination for promotion until he has completed thirty (30) calendar days of service after returning to active service. The failure of a new hire to appear for a promotion examination he is scheduled to take for any cause listed above will not be counted as a failure to appear for the examination in the application of the provisions of paragraph (e) of this Rule.

(e) If a new hire fails to appear for or to pass the first examination, he will be allowed thirty (30) days to prepare for a second examination. If he fails to appear for or to pass the second examination, he will be allowed an additional thirty (30) days to prepare for a third examination. If he fails to appear for or to pass the third examination, he will cease to be an employee of the Carrier.

(f) No new hire will be permitted to work as a Conductor until he passes the examination for promotion and qualifies on the physical characteristics.

(g) An employee transferred to the Carrier from another commuter railroad, who was either permitted to relinquish his seniority rights as a Conductor, or exercised an option to decline rights as a Conductor, or exercised an option to decline promotion to Conductor, will be required to take an examination for promotion ninety (90) days after employment with the Carrier. Such employee who fails the examination shall receive the same rights as new employees in accordance with paragraph (e) above.

(h) Training assignments may, at the Carrier's discretion, require Conductors assigned to provide such training to complete reports pertaining to the Training program. Except to the extent of their responsibilities under the operating rules, employees assigned by the Carrier to provide training will not be held responsible when it is determined that an occurrence involving an injury or equipment damage resulted entirely from the independent actions of an employee being trained under their supervision.

(i) Except for employees who indicate by written notice to the Carrier's Chief Transportation Officer that they do not want to be assigned by the Carrier to provide training, qualified employees will be used to provide such training.

Section 4. Crew Calling System

Employees working under the UP Lines Agreement will continue to use CMTS and the UP crew calling system until crew calling work is transitioned to NIRCRC. Both Parties understand that these systems are different and agree to meet and mutually discuss any issues or changes that are required in the future.

Section 5. Setback Engineers

UP employees who become NIRCRC employees working under the UP Lines Agreement will not be subject to the "set back engineer" provisions of the former UP/SMART-TD Collective Bargaining Agreement. Instead, employees will be subject to the following provision:

(a) Subject to any applicable legal obligations, when the Carrier selects applicants for the locomotive engineer training program, the opportunity to enter the program shall first be given to qualified train service employees working at NIRCRC, then to qualified train service employees on the preferential hiring list. Fitness and qualifications among applicants being equal, seniority will prevail in determining the selection. If there is not a sufficient number of qualified train service employees making application for the locomotive engineer training program, the Carrier may offer such opportunities to other than train service employees.

(b) An employee who has established NIRCRC seniority in train service who is selected for training as a locomotive engineer shall retain his seniority standing and all other rights in train service while assigned as a candidate engineer. Such employee shall retain the right to exercise his rights in train service in the event that he does not successfully complete the locomotive engineer training program.

(c) An employee who establishes NIRCRC seniority in train service and then transfers to and establishes seniority in engine service will retain his seniority in train service. However, such employee shall be permitted to exercise his rights in train service only in the event he is unable to hold an assignment in engine service due to reduction in forces. An employee who exercises his right to return to train service under this provision will then be required to return to engine service at the first opportunity. Employees failing to comply with this requirement will forfeit all rights under this Agreement.

Section 6. Extra Board Qualifications

Extra board employees will be required to maintain their qualifications on each zone in accordance with the following provisions:

- (a) Extra Board employees will be required to establish and maintain their qualifications on each zone. The Parties can agree to decrease the number of employees that are required to be qualified on all zones if needs of service permit.
- (b) Employees marking up on an extra board pursuant to Subsection (a), above, will be required, as soon as practicable after marking up on the extra board, to establish their qualifications on the physical characteristics on the other UP lines. A minimum number of trips will be established to keep qualification current.
- (c) Employees needing familiarization trips for qualification on other than their Prior Rights Work Zone, must notify crew management not less than thirty (30) days prior to the expiration of their qualification on any Zone when practical. Crew management shall arrange a qualifying trip(s) for the employee prior to the expiration of the qualification. When an employee cannot work their regular assignment as a result of making the arranged

qualifying trip(s), such employee shall be paid either lost time or a basic day for making the trip, whichever is greater. An extra board employee who fails to notify crew management of their need to make a qualifying trip(s), or fails to maintain his qualification, must obtain their qualification without expense to the Carrier.

- (d) Employees on extra boards will only be called to work outside their zone if all extra boards in their respective zone are completely exhausted.
- (e) When an employee marked up on an extra board for one zone is used to fill a position on another zone, the earnings of the assignment will be charged against his/her guarantee. The employee will be allowed a two (2) hour arbitrary payment in addition to the assignment's earnings. This two (2) hour payment will not be used to offset his/her guarantee.

Section 7. Creation of Yard Service Extra Board

A new extra board will be created to protect yard service. This will be referred to as the Yard Service Extra Board. Employees on this Extra Board must be qualified to protect yard service on all lines set out in the UP Lines Agreement before the Change Over Date, or establish qualifications as outlined in Section 6. (b) above, within 30 days of the Change Over Date. The home terminal for this extra board will be California Avenue Yard. Employees on this Extra Board will retain any seniority rights they have to a UP Zone.

The Carrier may eliminate this extra board at any time with thirty (30) day notice to the Organization.

Section 8. Vacancy Fill Procedure

- (a) Vacancy fill procedures provided for in the UP lines agreement will continue to be recognized while Section 4 above is in effect.
- (b) Once Section 4 is no longer in effect, the following vacancy fill procedure will be utilized:
 - (i) When there is a temporary vacancy, the vacancy will be promptly bulletined and awarded to the senior bidder. If the temporary vacancy goes "no bid", the junior most unassigned employee from the extra board that protects the assignment will be force assigned. If two or more junior employees are force assigned off a protecting extra board at the same time, the senior employee being forced will be given the choice of assignments. If the junior most extra board employee has earnings below the current extra board guarantee as a result of being force assigned to a temporary vacancy, the employee will be made whole and paid the difference in earnings.

(ii) If the temporary vacancy is still not able to be filled by the extra board that protects the assignment, the junior most unassigned employee from the other nearest extra board may be force assigned. If the junior most extra board employee has earnings below the current extra board guarantee as a result of being force assigned to a temporary vacancy, the employee will be made whole and paid the difference in earnings.

Note: A temporary vacancy is a vacancy that is known to last for seven (7) or more days.

Section 9. Crew Sheets

When practical, the Carrier will allow the Organization to assist in preparing crew sheets.

Section 10. Personal Leave Days

Personal leave days must be taken consistent with the Carrier's needs of service. The Carrier may deny personal leave days if service requires. All other nonconflicting provisions regarding Personal Leave Days in the UP Lines Agreement remain in effect.

Section 11. Approval of Application

Newly hired trainmen will have a sixty (60) working day period after the completion of their training program in which the Carrier will assess the newly hired trainman's competency. The Carrier may reject their application for employment during this time period.

If an application for employment is not rejected within sixty (60) working days after an employee successfully completes the training program for new train service employees, such application will be considered to be accepted. An applicant must be notified in writing when his application is rejected. Such notice will be either hand delivered or mailed to the applicant by U.S. Registered or Certified Mail with return receipt requested.

Section 12. Peer Training Agreement

The Peer Training Agreement of the UP/SMART-TD Collective Bargaining Agreement will not be recognized in the UP Lines Agreement.

Section 13. Rule G

Employees working under the UP Lines Agreement will be subject to the Rule G Policy attached to the Implementation Agreement as Exhibit A.

Section 14. Section 6 Notices

The Parties to this Agreement shall not serve or progress Section 6 Notices prior to November 1, 2025 (not to become effective until January 1, 2026). The Parties agree to negotiate general wage increases for calendar year 2025 to be applied retroactively as part of the next wage, rule, and benefit agreement.

Agreed:

FOR SMART-TD:

FOR NIRCRC:

Luke Edington
General Chairman, GO-953

Rana Abudayyeh
Director, Labor Relations

David Krienke
Sr. Labor Relations Specialist

MEMORANDUM OF AGREEMENT

Between the

UNION PACIFIC RAILROAD COMPANY

And the

NORTHEAST ILLINOIS REGIONAL RAILROAD CORPORATION

And the

SMART – TRANSPORTATION DIVISION

(Former CNW Northeastern 2, Eastern 1, and Chicago Freight Terminal Seniority Districts)

TRI-PARTY AGREEMENT GOVERNING THE TRANSFER OF COMMUTER OPERATIONS

Union Pacific desires to cease, and the Northeast Illinois Regional Commuter Railroad Corporation (herein after referred to as “NIRCRC”) is willing to assume, providing certain commuter services (e.g., mechanical, train, engine, and yard crews, clerical, and certain engineering services) Union Pacific currently provides under the PSA, as previously amended (“Services Transfer”).

Based on discussions between the parties, this agreement will provide a uniform method for the transfer of train service employees from Union Pacific Railroad (herein after referred to as “UPRR”) to NIRCRC that are governed by agreements between the SMART-Transportation Division (herein after referred to as SMART-TD) for the seniority districts known as Eastern 1 (E1), Northeastern 2 (NE2), and Chicago Freight Terminal (CFT) on the former Chicago & North Western (CNW) territory and UPRR.

THEREFORE, IT IS AGREED the following will govern the bid, bulletin, transfer, and application process for those train service employees who successfully elect to accept a train service position with NIRCRC following the effective date of the Implementing Agreement between the SMART-TD (former CNW) and NIRCRC (see Attachment A, included solely as a reference document).

I. Attestation and Release of Personnel & Medical Information:

- A. Within three (3) business days of the effective date of the Implementing Agreement, UPRR will request the completion of an attestation and the release of information from train service employees actively working in train service positions on the UPRR E1, NE 2, and/or CFT seniority districts.
- B. The attestation and request to release information will be available for fourteen (14) days. Actively working train service employees who are on vacation leave during this 14-day window will be afforded the opportunity to complete the attestation and release of information upon mark-up from

vacation. For these employees, this step must be completed prior to the assignments being bulletined under Article III of this Agreement.

NOTE: It is understood the attestation will be available beyond the initial 14-day window in the event an employee returns to full active service from a leave, arbitration award, etc. Employees under this section must complete the attestation prior to the assignments being bulletined under Article III of this Agreement.

- C. It is understood active train service employees who complete the attestation and agree to release their information are indicating their choice to accept employment with NIRCRC pending successful application and being the successful senior bidder to a NIRCRC position pursuant to the Implementing Agreement between NIRCRC and SMART-TD.
- D. An active train service employee who “declines” to complete the attestation and release of information will be deemed as having forfeited their right to bid on a position transferring to NIRCRC under either or both of the terms of this Agreement and the Implementing Agreement between NIRCRC and SMART-TD.

II. Eligibility:

- A. The parties agree a train service employee will be eligible to apply for the initial transfer so long as the employee is actively working in train service on the E1, NE2, and/or CFT seniority districts on the effective date of the Implementation Agreement **and** is also actively working as a train service employee on the agreed to transfer date(s) to NIRCRC.

NOTE: A train service employee who otherwise meets the criteria set forth in this Article II, who observes a short term approved leave between the effective date of the Implementing Agreement and the agreed to transfer date, and is the successful applicant as outlined in Article III of this agreement, will remain eligible for the initial transfer.

- B. An employee who has accepted engine service promotion (i.e., Fireman in Training or FIT) and is assigned to and/or attending class (including qualification trips) at the time of the agreed to transfer date(s) will not be eligible for the initial transfer. An employee identified under this section may be added to the PHL (see Article IV) upon successful completion and promotion as an engineer.
- C. A train service employee who is on an approved Leave of Absence (i.e., medical, personal, full time union officer) on the effective date of the Implementing Agreement will not be eligible for the initial transfer to NIRCRC unless they have been fully restored to service and are actively working prior to the positions being posted for bid (see Article III).

III. Application and Bid Process:

A. After the attestation period has been completed (the initial 14-day window), but no later than sixty (60) days from the agreed to transfer date(s) between UPRR and NIRCRC, UPRR Crew Management Services will bulletin all positions transferring to NIRCRC on E1, NE2, and CFT for the new territory identified herein as the "Metra Hub." It is understood current rules governing the abolishment and/or bulletin process for these positions are temporarily suspended and will not apply except as set forth in this agreement.

1. It will be incumbent on the train service employee to submit a sufficient number of bids to be awarded their assigned position preference on their prior rights district.
2. It will be incumbent on the train service employee to list, in order, their preference to assignments (most preferred to least preferred) on their prior rights district.
3. Failure to submit a sufficient number of bids will result in the employee being placed to a position(s) that remains vacant after the bulletin process has been completed pursuant to Section C below.

NOTE: An active train service employee who fails to submit a bid to a "Metra Hub" prior rights position will be considered as having withdrawn their election to accept employment with NIRCRC and will be handled in accordance with Section B.2. below.

B. Bulletins will be posted for each seniority district for a period not to exceed (10) days from the date of the initial posting by Crew Management Services.

1. An active train service employee who has submitted a bid will be afforded the opportunity to withdraw their bid(s) to a "Metra Hub" assignment up to but no later than (24) hours prior to the date the positions are awarded as provided for in Section C below.
2. An active train service employee who withdraws their bid(s) pursuant to Article II.B.1. above, will not be permitted to remain on the "preferential hiring list (PHL)" referred to in Article IV and will forfeit their rights to a position in the "Metra Hub."

C. Positions will be awarded within thirty (30) days (after the bulletin has closed) to the actively working senior bidder with application on file. Assignments will be effective on the agreed to transfer date(s) between UPRR and NIRCRC, provided the applicant successfully completes the NIRCRC hiring process. Once complete, all UPRR assignments (identified in Article III.A. above) will be abolished.

NOTE: It is understood transfer dates as referenced in this section refer to the phased transfer of service between UPRR and NIRCRC.

- D. During the time frame between the effective date of the Implementing Agreement and the initial agreed to transfer date(s), an awarded position vacated by an active train service employee for any reason will be awarded to the next senior applicant on the PHL (see Article IV).

NOTE: Should the senior applicant on the PHL decline the position, they will be considered as having removed themselves from eligibility and will be considered as having “declined” to accept a NIRCRC position under Article I.D. of this Agreement.

IV. Preferential Hiring List:

- A. Pursuant to the Implementing Agreement between NIRCRC and SMART-TD, an active train service who completes the attestation process and indicates their election to accept employment at NIRCRC but is not the successful senior applicant at the time of the initial transfer date, will be placed on the “Preferential Hiring List” (PHL) and governed by the terms and conditions set forth in the Implementing Agreement between NIRCRC and SMART-TD.
- B. An active train service employee who is hired prior to the Implementing Agreement date and who has not completed new hire training (i.e. has not marked-up as a qualified employee in active train service) prior to the transfer date, may be added to the PHL upon their mark-up as a train service employee. An active train service employee exercising this option must notify UPRR within seventy-two (72) hours of successfully completing their training and will be required to meet the hiring criteria set forth in the Implementing Agreement between NIRCRC and SMART-TD. Failure to notify UPRR as outlined in this section will result in the forfeiture of their right to be added to the PHL.

NOTE: The seventy-two (72) hour notification to UPRR will also apply to train service employees who have accepted promotion to engine service as referred to in Article II. C, upon their successful completion of promotion to engine service.

- C. A train service employee on an approved leave of absence as identified in Article II.C., may request to be added to the PHL upon their successful mark-up as an active train service employee at UPRR, provided they make notification to their respective General Chairman (or designee) who will notify UPRR and NIRCRC within seven (7) days of their return to active service and provided they meet the hiring criteria set forth in the Implementing Agreement between NIRCRC and SMART-TD. Failure to comply with this section will result in the forfeiture of their rights to be added to the PHL.

NOTE: Train service employees on an approved leave of absence as full-time union officers, who hold seniority on one of the identified seniority districts, will be automatically placed on the PHL. It will be incumbent on the General Chairman to provide UPRR and NIRCRC with a list of identified employees meeting this criteria.

V. General Provisions

- A. An active train service employee who accepts a position and transfers to NIRCRC, may return to UPRR on a one-time basis pursuant to the Agreement between UPRR and SMART-TD (see Attachment B – included solely as a reference document), provided the employee gives NIRCRC and UPRR a minimum of sixty (60) days notice of their desire to return to UPRR. A train service employee exercising this right [to return to UPRR], will not be permitted to place on the PHL identified in Article IV above and/or as set forth in the implementing agreement between NIRCRC and SMART-TD.
- B. An active train service employee who has accepted a position and is transferring to NIRCRC, who on the effective transfer date(s) is performing service for UPRR, will be transitioned to the “Metra Hub” upon tie-up from service at their home terminal with UPRR.
- C. UPRR will make every effort to ensure all required training (excluding familiarization and passenger service qualification) is completed no later than seventy-two (72) hours prior to the agreed upon transfer date between UPRR and NIRCRC (e.g., rules, licensing, computer-based training, etc.).
- D. Paid time off (excluding block vacation and paid sick time) will be suspended seventy-two (72) hours ahead of the agreed to transfer date(s) between UPRR and NIRCRC for all active train service employees who have accepted a position and are transferring to NIRCRC. Pre-approved days will not be honored within this 72-hour window.
- E. An active train service employee who accepts a position and transfers to NIRCRC will have their vacation, personal leave, and paid sick time handled in accordance with the agreement between UPRR and SMART-TD (see Attachments C and D included solely as a reference document).
- F. The terms and conditions of this Agreement are set forth to address the specific needs of the parties signatory hereto as it relates to the transfer of services from UPRR to NIRCRC. Should there be a dispute regarding this Agreement, it will be addressed between the designated Director of Labor Relations (UPRR), the Director of Labor Relations (NIRCRC), and the General Chairman (or their designees).
- G. This Agreement will remain in effect until such time as those train service employees, eligible under the terms and conditions outlined herein, either accept a position at NIRCRC, or forfeit their eligibility and/or rights to exercise to a position at NIRCRC.

This Agreement will become effective on _____, following the successful ratification and effective date of the implementing agreement between NIRCRC and SMART-TD.

For the
Union Pacific Railroad Company:

Beth Wilderman
Director, Labor Relations

For the
Northeast Illinois Regional Commuter Rail Corporation:

Rana Abudeyeh
Director, Labor Relations

For the
SMART - Transportation Division:

Luke Edington
General Chairman SMART-TD GO 953

Example Timeline and Relevant Agreement Section

Article I:	October 1 – Implementation Day (Signed Agreement)
Article I.A.:	October 4 – Attestation posted (3 days from I-Day)
Article I.B:	October 18 – Attestation closes (kind of sort of) (14 days from Attestation Release)
Oct 20-Sept 30:	(records pull, NIRCRC Cadient process – who has completed it. This will be on a continuous repeat throughout this part of the transfer)
Article III.A:	Dec 1 – Bulletin jobs (60 days from transfer date)
Article III.B:	Dec 10 – Bulletins come down (10 days from posting), (considered declined if no bid/no attestation)
Article I.B (note):	Dec 15 - (must have completed attestation if bid or bid is denied)
Article III.C:	Jan 1 – Assign jobs (20 days to assign)
Article III.B.1:	Jan 11 - Last day to give up jobs (4 days from assign and 30 days from bulletin close)
Article III.D:	Jan 16 – Complete back fill (5 days from last give up)
February 1 –	Transfer Date for E1 (15 days from last back fill)

MEMORANDUM OF AGREEMENT

Between the

UNION PACIFIC RAILROAD COMPANY

And the

SMART – TRANSPORTATION DIVISION

(Former CNW Northeastern 2, Eastern 1, and Chicago Freight Terminal Seniority Districts)

TRAIN SERVICE SENIORITY FLOW-BACK AGREEMENT

Union Pacific Railroad (herein after referred to as “UPRR”) desires to cease, and the Northeast Illinois Regional Commuter Railroad Corporation (herein after referred to as “NIRCRC”) is willing to assume, providing certain commuter services (e.g., mechanical, train, engine, and yard crews, clerical, and certain engineering services) that UPRR currently provides under the PSA, as previously amended and referred to as the “Services Transfer”.

The following reflects the parties’ understanding to allow train service employees who have transferred to NIRCRC in accordance with the terms and conditions of the 2024 Implementing Agreement between NIRCRC and SMART-Transportation Division (herein after referred to as “SMART-TD”) and the 2024 Tri-Party Agreement between NIRCRC, UPRR, and SMART-TD the opportunity to return to train service at UPRR with their seniority intact on their respective seniority district(s) identified as Eastern 1 (E1), Northeastern 2 (NE2), and/or the Chicago Freight Terminal (CFT).

THEREFORE IT IS AGREED the following will govern:

I. Eligibility:

A. A train service employee who has accepted and transferred to a train service position at NIRCRC during the initial agreed to transfer date(s) between NIRCRC and UPRR will be afforded a **one-time** opportunity to return to a train service position at UPRR with their seniority intact on their former seniority district (E1, NE2, or CFT) based on the following:

1. The train service employee must be actively assigned and working a train service position at NIRCRC at the time the release and return to UPRR is requested.

NOTE: A train service employee who is dismissed from service (regardless of case progression) or on a leave of absence with NIRCRC will not be permitted to request a return to UPRR until such time as the train service employee is returned and marked up to active service by NIRCRC.

2. The request must be submitted to both NIRCRC and UPRR at least sixty (60) days in advance in accordance with Article V.A. of the 2024 Tri-Party Agreement between UPRR, NIRCRC, and SMART-TD.
3. The period of eligibility to exercise this option will be open for two (2) years from the initial agreed to transfer date(s) between UPRR and NIRCRC.

Example: The agreed to initial transfer date for “E1” trainpersons is set as November 1, 2024. An “E1” trainperson who transfers to NIRCRC on this date will have until October 31, 2026 to exercise their **one-time** right to return to UPRR.

4. An active UPRR train service employee who is on the Preferential Hiring List (PHL) for NIRCRC as provided for in the 2024 Implementing Agreement and as referenced in Article IV of the 2024 Tri-Party Agreement who is offered and accepts a position at NIRCRC will have a **one-time** opportunity to return to UPRR so long as the two (2) year period set forth in in Article I.A.3. has not closed.

Example: The agreed to initial transfer date for “NE 2” trainpersons is set as November 15, 2024. A trainperson who is offered and accepts a transfer to NIRCRC on June 1, 2025 will only have until November 14, 2026 to exercise their **one-time** right to return to UPRR.

5. An active train service employee who is on the PHL for NIRCRC (as identified in section 4 above) and is offered and accepts a position at NIRCRC after the two (2) year period of eligibility has closed will be afforded a thirty (30) day window starting from their release date to NIRCRC to submit their request to return to UPRR in accordance with Article V.A. of the 2024 Tri-Party Agreement between UPRR, NIRCRC and SMART-TD. A train service employee who does not exercise this option will forfeit all remaining rights, benefits, and seniority at UPRR upon expiration of the thirty (30) days.

Example: The agreed to initial transfer date for “CFT” trainpersons is set as December 1, 2024. The 2-year period of eligibility closed on November 30, 2026. A trainperson who is offered and accepts a transfer to NIRCRC on January 1, 2027 will have until January 31, 2027 to submit their sixty (60) day notice to return to UPRR under Article V.A. of the 2024 Tri-Party Agreement.

- B. A train service employee who successfully exercises back to UPRR under the terms of this Agreement will not be permitted to exercise their seniority on to the PHL as set forth in Article V.A. of the 2024 Tri-Party Agreement between the parties.

II. General Provisions:

- A. During the period of eligibility set forth in Article I.A.3. above, an active train service employee who “flows back” to UPRR as outlined herein, will return to service with seniority and agreement rights restored.

NOTE 1: Time, miles, or starts accrued in active service for NIRCRC will count towards qualification for vacation in the year subsequent to the active train service employee's return to UPRR.

NOTE 2: Any remaining available paid sick leave or personal leave days (not to exceed the number of days permitted under the governing agreements between UPRR and SMART-TD) may be carried back to UPRR by the employee. This will include the current year and any banked days/time held by NIRCRC as a result of the initial transfer (see Attachment A - 2024 MOU between UPRR and SMART-TD).

- B. An active train service employee who "flows back" to UPRR as set forth herein will be permitted to exercise to any vacant or newly added train service position (seniority permitting) but will not be afforded displacement rights except as outlined herein:
1. May displace the junior most trainman on their prior right district in pool freight service.
or
 2. May displace the junior most person on their prior right district extra board(s).
- C. Should a dispute arise involving the interpretation of this Agreement, it will be promptly addressed by the Director, Labor Relations (or their designee) and the General Chairman (or their designee).

This Agreement is effective on the _____ day of _____, 2024.

**For the
SMART-Transportation Division:**

**For the
Union Pacific Railroad Company:**

Luke Edington
General Chairman, SMART-TD GO 953

Beth Wilderman
Director, Labor Relations



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September 3, 2024

“Attachment C”

(via email only)

Luke Edington
General Chairman GO 953
5990 SW 28th Street Suite F
Topeka, Kansas 66614

RE: Vacation Deferment for Metra Transfer

Dear Mr. Edington:

This refers to discussions regarding unused and/or unpaid vacation and/or personal leave days for calendar year (CY) 2024 as a result of the Commuter Rail Division of the Regional Transportation Authority (CRD) replacing Union Pacific Railroad (UP) with the Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC) as the operator of Union Pacific’s Commuter Operations.

As a result, the parties have agreed to modify the 1960 National Vacation Agreement (as amended) between the SMART Transportation Division (SMART-TD/TD-E) and Union Pacific as follows:

1. UP employees governed by this Agreement who are hired by and transition to NIRCRC pursuant to the UP Commuter Services / NIRCRC Implementation Agreement in CY 2024 who have unused and/or unpaid vacation remaining for CY 2024 and have accrued vacation for CY 2025 will not be paid by UP for such vacation time as provided for under Section 8 of the 1960 National Vacation Agreement (as amended).
2. UP employees governed by this Agreement and hired by NIRCRC for the initial transfer who do not transition to NIRCRC until a later date (i.e., CY 2025), will continue to observe their vacation in the manner set forth by the governing agreement(s) at UP.
3. UP employees who do not elect transfer to NIRCRC will continue to be governed by existing agreements. It is further understood the terms of this letter of understanding will not apply to employees who are hired by NIRCRC at date subsequent to the initial transfer of SMART-TD/TD-E employees.

If the foregoing correctly sets forth the parties’ understanding, please sign in the space provided below.

Respectfully,

Beth Wilderman
Labor Relations

Agreed:

Luke Edington, General Chairman GO 953

Date



BUILDING AMERICA®

September 3, 2024

“Attachment D”

(via email only)

Luke Edington
General Chairman GO 953
5990 SW 28th Street Suite F
Topeka, Kansas 66614

RE: PL, PS, AD Bank Days (Metra)

Dear Mr. Edington:

This refers to discussions regarding banked personal leave (PL) days, additional day(s) (AD), and paid sick (PS) days for as a result of the Commuter Rail Division of the Regional Transportation Authority (CRD) replacing Union Pacific Railroad (UP) with the Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC) as the operator of Union Pacific’s Commuter Operations.

As a result, the parties have agreed to modify the 2023 Time Off for Illness and Wellness Agreement between the SMART Transportation Division (SMART-TD/TD-E) and Union Pacific as follows:

1. UP employees governed by this Agreement who are hired by and transition to NIRCRC pursuant to the UP Commuter Services / NIRCRC Implementation Agreement in calendar year (CY) 2024 who have banked AD, PL and/or PS days will not be paid by UP for such banked days as provided for under Article II.A of the 2023 Time Off for Illness and Wellness Agreement.
2. UP employees governed by this Agreement and hired by NIRCRC who do not transition to NIRCRC until a later date (i.e., CY 2025), may continue to have any unused AD, PL and PS days banked in the manner set forth by the governing agreement(s) at UP.
3. UP employees who do not elect transfer to NIRCRC will continue to be governed by existing agreements. It is further understood the terms of this letter of understanding will not apply to employees who are hired by NIRCRC at date subsequent to the initial transfer of SMART-TD/TD-E employees.
4. UP Employees governed by this Agreement who are not hired by NIRCRC and do not remain on an alternate position at UP, will have their accumulated banked days paid in accordance with Article II.A of the 2023 Time Off for Illness and Wellness Agreement.

If the foregoing correctly sets forth the parties' understanding, please sign in the space provided below.

Respectfully,

Beth Wilderman
Labor Relations

Agreed:

Luke Edington, General Chairman GO 953

Date