

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

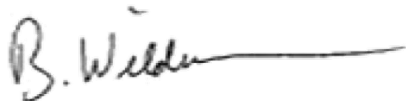
- A. An active train service employee who accepts a position and transfers to NIRCRC, may return to UPRR on a one-time basis pursuant to the Agreement between UPRR and SMART-TD (see Attachment B – included solely as a reference document), provided the employee gives NIRCRC and UPRR a minimum of sixty (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 October 18, 2024, following the successful ratification and effective date of the implementing agreement between NIRCRC and SMART-TD.

**For the
Union Pacific Railroad Company:**



Beth Wilderman

**For the
SMART - Transportation Division:**

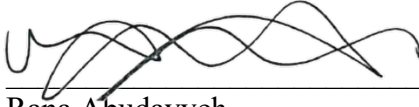


Luke Edington

Director, Labor Relations

General Chairman SMART-TD GO 953

**For the
Northeast Illinois Regional Commuter Rail Corporation:**

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end.

Rana Abudayyeh
Director, Labor Relations

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

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.

- b) Former UP employees hired by NIRCRC will be entitled to their current year and carried over banked vacation, personal leave, sick leave, and additional days 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.

SMART-TD/NIRCRC UP Commuter Service Implementation Agreement

This Agreement is signed and shall become effective October 18, 2024.

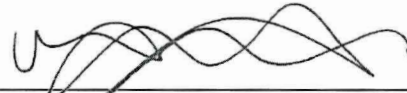
Agreed:

FOR SMART-TD:

Luke Edington

Luke Edington
General Chairman, GO-953

FOR NIRCRC:

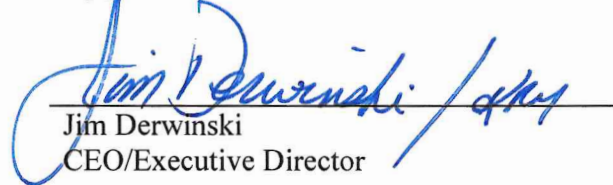


Rana Abudayyeh
Director, Labor Relations

David Krienke

David Krienke
Senior Labor Relations Specialist

Approved:



Jim Derwinski
CEO/Executive Director



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.

This Agreement is signed and shall become effective October 18, 2024.

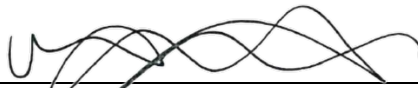
Agreed:

FOR SMART-TD:

Luke Edington

Luke Edington
General Chairman, GO-953

FOR NIRCRC:



Rana Abudayyeh
Director, Labor Relations

David Krienke

David Krienke
Sr. Labor Relations Specialist



October 18, 2024

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

Dear Mr. Edington:

This MOU will serve to amend two Sections of the NIRCRC/SMART-TD Implementation Agreement for clarification purposes.

The Parties agree to amend Section 3(d) as follows, with the bolded font representing the only change to the existing language:

- 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 **Zone C**.*

Additionally, the Parties agree to amend Section 3(f) as follows, with the bolded font representing the only changes to the existing language:

- 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 **from the applicable Zone** that have been hired by NIRCRC and are on the UP Lines Roster;*
 - ii. *Prior righted Trainmen **from the applicable Zone** 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.*

Please sign your concurrence below:

Respectfully,

I Concur:

Rana Abudayyeh
Director, Labor Relations

Luke Edington
General Chairman, SMART-TD



October 18, 2024

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

Dear Mr. Edington:

This MOU will serve to amend the UP Lines Agreement as it relates to extra board headquarters, the size of each extra board, and vacancy fill procedures. The provisions of this MOU shall supersede any previous conflicting provisions in the UP Lines Agreement.

1. The Carrier shall have the right to determine the number of employees assigned to each extra board and the headquarters point such board(s).
2. At the time of this MOU, the following represents the headquarters locations where the extra boards may be bulletined and assigned, as well as the outlying locations in which they will be the primary source of supply for filling vacancies.

Zone A – UP North and UP Northwest (Northeastern No. 2)

- a) Chicago Passenger Terminal (OTC)
- b) Crystal Lake:
 - Harvard
 - McHenry
 - Barrington
- c) Waukegan
 - Kenosha

Zone B – UP West Line (Eastern No. 1)

- a) Chicago Passenger Terminal (OTC)
- b) Elburn

Zone C - Chicago Freight Terminal

- a) Chicago Passenger Terminal (OTC)
- b) California Avenue

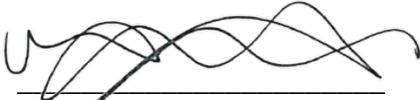
3. If an extra board in any of the above Zones becomes exhausted, extra board employees from another Zone will be used to cover the vacancy based on closest proximity to the vacancy and needs of service in

accordance with Section 6 of the supplementary MOU to the SMART-TD/NIRCRC Implementation Agreement. Extra Board employees called to fill a vacancy in another Zone will be entitled to the two (2) hour arbitrary payment provided for in that MOU.

Please sign your concurrence below:

Respectfully,

I Concur:



Rana Abudayyeh
Director, Labor Relations



Luke Edington
General Chairman, SMART-TD

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 SMAR-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 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 18th day of October, 2024.

**For the
SMART-Transportation Division:**

**For the
Union Pacific Railroad Company:**

Luke Edington

Luke Edington
General Chairman, SMART-TD GO 953

B. Wilderman

Beth Wilderman
Director, Labor Relations



BUILDING AMERICA®

October 18, 2024

(via email only)

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

RE: Flowback Agreement Article I.A.2

Dear Mr. Edington:

This refers to our discussions regarding Article I.A.2 of the October 18, 2024 Train Service Flowback Agreement wherein an employee must “submit” a request to both the NIRCRC (i.e., Metra) and the Carrier to exercise their one-time option to return to Union Pacific. The section states:

“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.”

To clarify this section, the parties have agreed the term “submitted” means the request will be in writing and may be submitted electronically, by written letter, or delivered in person. The parties further agree the request will be submitted to the trainperson(s) General Chairman (or designee), who will then submit the request to the appropriate Director of Labor Relations (or designee) at both the NIRCRC and Union Pacific.

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

Respectfully,

Beth Wilderman
Labor Relations

Agreed:

Luke Edington
Luke Edington, General Chairman GO 953

October 18, 2024

Date



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October 18, 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:

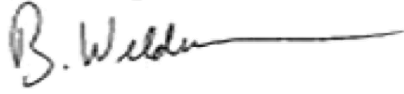
This refers to discussions regarding unused and/or unpaid vacation and/or personal leave days for calendar year (CY) 2024 as a result of the Commuter Rail Division of the Regional Transportation Authority (CRD) replacing Union Pacific Railroad (UP) with the Northeast Illinois Regional Commuter Railroad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

October 18, 2024

Date



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October 18, 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:

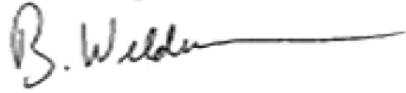
This refers to discussions regarding banked personal leave (PL) days, additional day(s) (AD), and paid sick (PS) days for as a result of the Commuter Rail Division of the Regional Transportation Authority (CRD) replacing Union Pacific Railroad (UP) with the Northeast Illinois Regional Commuter Railroad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

October 18, 2024

Date