

**UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA**

INTERNATIONAL ASSOCIATION OF	)	
SHEET METAL, AIR, RAIL AND	)	
TRANSPORTATION WORKERS,	)	
TRANSPORTATION DIVISION,	)	Civil Action No. 8:25-cv-00740-RJR
	)	
Petitioner,	)	
	)	
v.	)	
	)	
UNION PACIFIC RAILROAD	)	
COMPANY,	)	
	)	
Defendant.	)	

**DECLARATION OF
SMART-TD GCA 953 GENERAL CHAIRPERSON LUKE EDINGTON**

I, Luke Edington, pursuant to 28 U.S.C. § 1746, declare that the following facts are true and correct:

1. I, Luke Edington, am General Chairperson for International Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division (“SMART-TD”) General Committee of Adjustment 953 (“GCA 953”). I began my rail service career in May of 1998 and hold seniority on Union Pacific Railroad Company (“Union Pacific”). I have served as General Chairperson of GCA 953 since May 3, 2019. In addition to serving as General Chairperson of GCA 953, I was appointed to the position of Alternate Vice President with SMART-TD and took office on October 1, 2023. Prior to my current roles as General Chairperson of GCA 953 and SMART-TD Alternate Vice President, I have held numerous lower officer positions within SMART-TD.

2. I served as a union representative during the proceedings before Special Board of Adjustment No. 1208, Case No. 1, which is the subject of the present litigation.

3. “Road service” refers to railroading operations where a train is taken from one geographical location to another. These employees typically depart from their “home terminal” on their assigned train to an “away from home terminal” where they disembark and enter their required rest period, typically at a hotel. Once rested, the employee is eventually called to report to an assignment that will take them back to their home terminal.

4. “Yard service” refers to railroading operations that occur within one railroad yard where trains are assembled and disassembled before leaving to travel in road service.

5. In road service, “pools” may be used in order to assign employees to perform work. In this system, a pool of employees is established for a particular assignment or assignments and employees within the pool work on a first-in first-out basis, meaning when a train is preparing to depart that is protected by that pool, the next available employee in the pool will be called to work. When that employee covers that assignment, the next time a train is preparing to depart, the next employee available within that pool is called, and so on.

6. Extra boards are similar to pools but fulfill a different purpose. An extra board is a list of employees who may be called to fill an assignment when there is a vacancy for some reason. An employee may be called from the extra board to work if an employee who is scheduled for an assignment calls off of work or if there is an unexpected overall manpower shortage due to high volume or other issues.

7. Under typical circumstances, a conductor in road service works an unpredictable schedule with no assigned time off. For example, a conductor may work six consecutive days with different starting times each day, or they may work one day and then not be called for an

assignment the next day though they are available for work. Then the next day they may or may not be called into work though they are available as the cycle continues.

8. An employee who has made his or herself available for work on any given day must be ready to report to their assignment within one and one half or two hours, depending on location, of being notified by Union Pacific or face potential discipline.

9. On December 28, 2023, SMART-TD GCAs that represent employees working for Union Pacific served a Section 6 notice regarding the provisions of Article V of the National Agreement.

10. On January 15, 2024, Union Pacific served its Section 6 notice regarding the provisions of Articles VI and VII of the National Agreement on SMART-TD GCAs representing its employees.

11. Following the exchange of notices and responses the parties promptly began negotiations over their respective proposals, but were ultimately unable to reach a voluntary agreement.

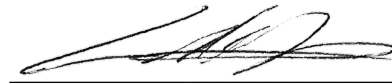
12. “Smart Rest” under the terms of the Award is a system where employees who work five consecutive days may exercise a voluntary day off, or instead choose to remain available for work on the sixth day, though they may not be called into work.

13. Under Smart Rest, where an employee is available for work and is not called, their clock resets. This means that any prior days worked are not counted and the employee must work five consecutive days before having the option to take a rest day.

14. “Extra rest” is a quality of life agreement provision that allows employees performing road service to observe additional time off between assignments when they have worked a pre-determined number of hours to qualify. This provision allows employees the option

to delay beginning a new assignment, particularly where they are not fully rested and it would be potentially unsafe to work.

Executed this 11th day of August, 2026

A handwritten signature in black ink, appearing to read 'L. Edington', written over a horizontal line.

Luke Edington