

**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 VICE PRESIDENT BRENT LEONARD**

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

1. I, Brent Leonard am Vice President (“VP”) for Transportation Division of the International Association of Sheet Metal, Air, Rail and Transportation Workers (“SMART-TD”) and have been VP since June 2018. I began my rail service career in 1997 and hold seniority on Union Pacific Railroad Company (“Union Pacific”). In February 2001, I was elected as Local Chairperson for Local 202. I served in that capacity until April 29, 2011, when I was elected as General Chairperson (“GC”) for GO-953, which represents employees working in certain territories for Union Pacific. I served as General Chairperson until 2018 when I was elected VP, the position I currently hold.

2. As VP, I have been assigned to various matters to assist GCs on any number of different railroads, including Union Pacific. These matters span a broad array of topics and issues

regarding negotiating and policing collective bargaining agreements, grievance handling, claims procedure, internal governance, and other related matters.

3. SMART-TD is a labor organization representing employees in the transportation industry, including freight and passenger railroad conductors.

4. Union Pacific Railroad Company is a railroad or a “carrier” as defined in the Railway Labor Act and employs, among other crafts, conductors represented by SMART-TD.

5. Union Pacific and SMART-TD are parties to numerous collective bargaining agreements that govern rates of pay, health and welfare benefits, and work rules, amongst other topics.

6. Under the RLA, collective bargaining agreements do not expire. Rather, the parties are free to negotiate changes to existing agreements after the expiration of a mutually agreed-upon moratorium period contained within the agreement from the past round of negotiations.

7. Collecting bargaining under the Railway Labor Act (“RLA”) occurs via two processes, “national handling” and “local handling.”

8. Under national handling railroads typically bargain together in a coalition through their representative, the National Carrier Conference Committee. Carriers are not required to participate in the coalition and may instead bargain independently. On the other side in national handling, railroad unions typically form bargaining committees comprised of various union officers who then bargain with the Carriers’ chosen representative. Sometimes, like carriers, different unions will bargain together in a coalition in national handling. The resulting agreements from this process are referred to as “national agreements.”

9. By contrast, local handling is collective bargaining that occurs on a carrier-by-carrier basis relating to matters of concern that are particular to that railroad or its predecessor lines.

10. Many large railroads, like Union Pacific, are comprised of a number of smaller defunct railroads that have been acquired over time. SMART-TD general committees of adjustment typically have jurisdiction over territories that comprise of these defunct railroads that now form part of the current railroads' overall network.

11. Local handling negotiations are typically between representatives of the carrier and general committees of adjustment. Certain topics are strictly limited to local handling as a matter of law and cannot be pursued in national handling absent the express agreement of both parties.

12. In addition to topics that are subject to national handling, Union Pacific, through the NCCC, extended an "invitation" to SMART-TD to bargain over changes to "crew consist" agreement during the round of bargaining that began on November 1, 2019.

13. The term "crew consist" simply means the required composition of a railroad crew. Crew consist agreements between SMART-TD and railroads, including Union Pacific, establish a minimum number of employees working in the conductor craft and represented by SMART-TD who must be assigned to work on a train.

14. SMART-TD declined the carriers' invitation to negotiate crew consist in national handling and instead those negotiations proceeded to local handling.

15. As VP, I was assigned to assist general committees of adjustments in local handling of various railroad's Section 6 notices regarding crew consist agreements, including Union Pacific.

16. Crew consist agreements between SMART-TD and Union Pacific are not entirely uniform, but contain substantially similar language that prohibits employees who are not working in the conductor craft from performing conductor duties. This language typically states, “[n]o Carrier supervisor, official, or non-craft employees (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU... Agreements”

17. “UTU” stands for the United Transportation Union, which merged with the Sheet Metal Workers International Association in 2011, forming the International Association of Sheet Metal, Air, Rail and Transportation Workers (“SMART”). The Transportation Division of SMART is the successor of the UTU.

18. Following PEB 250, local handling of crew consist with Union Pacific continued. This process resulted in three voluntary local agreements that are applicable to different territories of Union Pacific’s network. These agreements were entered into on June 7, 2023, November 4, 2024, and June 3, 2025, and definitively resolved any changes to existing crew consist agreements from the bargaining round that began in 2019.

19. While these agreements permitted certain changes to crew consist, the prohibition against Union Pacific management or non-craft employees from performing conductor duties was unaltered and remained operative.

Executed this 11th day of August, 2026


Brent Leonard