

# **MEMORANDUM OF AGREEMENT**

**Between**

**UNION PACIFIC RAILROAD COMPANY**

**And the**

**S. M. A. R. T. – TRANSPORTATION DIVISION**

**(Salina Hub – Wichita Terminal)**

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## **Utility Trainperson – Road and Yard**

### **Section I.**

- A. This agreement will apply to road and yard employees working within the switching limits of Wichita, Kansas, only.
- B. This Agreement is not intended to modify or replace other utility trainperson agreements in effect nor apply to other locations that are under the jurisdiction of SMART, GO 953.

### **Section II.**

The Carrier may establish single yard utility assignments within switching limits to assist yard and/or road assignments in the performance of their duties under applicable yard schedule rules and subject to the following:

- (a) The assignment may assist road crew and yard assignments within the terminal limits.
- (b) The assignment may assist yard assignments within road/yard zones established under the National Agreement.
- (c) The assignment may work with more than one crew during a tour of duty.
- (d) The assignment will be known as a yard position and will be paid the yard footboard yardmaster rate of pay.

(e) The assignment may prepare reports while under pay, use communication devices, copy and handle train orders, clearances and/or other messages in connection with assisting a road or yard crew.

(f) When extra employees are used as a Utility Trainman three (3) consecutive days, it will be considered regularly established and will be available for application.

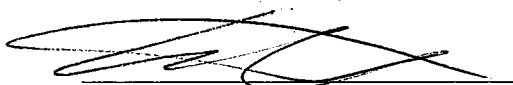
(g) Assignments may be abolished in the normal manner.

This agreement may be cancelled by either party by serving ten (10) day written notice upon the other. This Agreement will take effect on December 15, 2020.

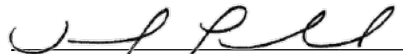
This Agreement is signed on the 15<sup>th</sup>, day of December 2020.

For the SMART-TD

For the Union Pacific Railroad



Luke Edington  
General Chairman – SMART TD 953



Jennifer Powell  
Director Labor Relations