

Agreement between
UNION PACIFIC RAILROAD

And its

Employees Represented by

SMART – Transportation Division

T&P Property

Whereas Union Pacific Railroad and SMART- Transportation Division desire to modify the Utility Employee Positions working in the Dallas/Fort Worth, San Antonio and Longview Hubs by defining the Utility X position based upon the existing Utility man agreement, the parties hereto agree to the following:

Section 1: Utility X Description

A Utility X Employee is a single position assignment, which is assigned to work within a specific identified seniority district. Utility X Employees will formally attach themselves to the crew with which he/she will work and communicate his/her whereabouts to the proper personnel. A Utility X Employee will attach himself/herself to only one crew at a time. Utility X Employees can be attached to any UPRR or Foreign crew. At all times, the Utility X Employee will work under the direction of the Yardmaster or manager assigned to the location where the Utility X Employee is employed.

The parties agree that it is permissible to utilize Utility X Employees to perform specific duties listed in Section 2 of this agreement without being attached to a crew in their respective seniority districts under the terms of this Agreement.

Section 2: Utility X Employee(s) Duties

The duties of a Utility Employee(s) position shall be as follows:

- A. Assist with the lining of switches for inbound and/or outbound Crews/trains.
- B. Assist with making cuts for inbound and/or outbound crews/trains.
- C. Protect shoves for crews/trains.

- D.** When attached to yard crew or a road crew operating within switching limits. It is not intended that the utility yardman will perform the conductor's or foreman's paperwork. It is not the intent of this agreement to create engineer only positions and have the utility assignment perform groundwork for that engineer. However, if the crew expires on the hours of service, the Utility X Employee may complete the necessary paper of the crew to completion.
- E.** Operate a licensed, roadworthy motorized vehicle or Yard vehicle provided by the UPRR to perform his/her duties. ATV and similarly configured off road vehicles, not normally licensed for highway travel are acceptable in yard operations. The Utility X will not be required to use a personal vehicle.
1. An exception to the outlined work limits of the "Utility X Employee" would be when "transporting UPRR crews" in a UPRR vehicle; it will be permissible to have the Utility X Employee travel outside the switching limits as an expeditious means to get to or from the location where the crew(s) is to be picked up or dropped off.
 2. When a Utility X Employee is required to transport crew(s), material and necessary documentation and travel to/from the locations set forth in paragraph 1, it will require specific instructions from the designated UPRR manager on duty. Otherwise, the Utility X Employees are not allowed to work outside of their respective seniority district.
 3. At the beginning of each shift, and/or when taking control of the vehicle(s) to be used, but before it is moved, the Utility X Employee must conduct an inspection of the vehicle and complete the appropriate Vehicle Inspection form. Upon completion of the form, the Utility X Employee must deliver said form to the on-duty manager. If a defect is noted, the manager must be notified of the exact defect(s). The Utility X Employee will be required to remove all paper, trash, etc. from the vehicle at the end of his/her assignment. Upon taking charge of the vehicle on the daylight shift, the Utility X Employees must check all fluids for proper levels, per vehicle manufacturers' operation manual.
- F.** Install, remove, or advance marker(s) (end-of-train devices).
- G.** Perform "air tests" for inbound and/or outbound crews/trains.
- H.** Couple/uncouple air hoses, bleed air, open/close angle cocks, set and/or release hand brakes.
- I.** Relay orders to other crews.
- J.** Perform necessary paperwork in connection with his/her duties.

NOTE: This agreement is not intended to infringe on the scope and duties exclusive to other crafts.

Section 3: Utility X Employee Work Limits

Utility X Employees may travel up to 25 miles outside of their terminal limits in their seniority district to perform his/her duties.

Section 4: Utility X Employee Restrictions

Utility trainmen may not be used as a single assignment to hostile/relay locomotives and/or cars and equipment. It is not the intent of this agreement to create engineer only positions and have the utility assignment perform groundwork for that engineer.

Section 5: Training, Certification, License and Off-Track Vehicle

- A. Should the UPRR provide yard only vehicles such as 4-wheeler/side by side vehicles, the Utility Employee(s) would be required to be trained, qualified and certified to operate such type of vehicle.
- B. National Agreement Off Track Vehicle, as amended, terms shall apply.

Section 6: Utility X Employee(s) Rate of Pay

The modified Utility X Employee(s) rate of pay shall be paid the FBY rate for a basic 8-hour day. All time in excess of 8 hours will be paid at 1 and ½ times the FBY rate of pay. When an Utility X Employee works a portion of their shift unattached, they will be allowed the an additional allowance of \$47.32 per shift. All wages contained herein shall be subject to all future general wage and cost of living increases as amended by National or Local agreements.

Section 7: Utility X Employee Meal Period

The Utility X Employee will observe a meal period as outlined in the yard provisions of the T&P Agreement.

Section 8: Terms of Agreement

Either party upon giving the other party written notice of cancellation at least sixty (60) days in advance of the cancellation date, may cancel this Agreement. If a notice is served to cancel this Agreement, the parties agree to meet within thirty (30) days of the notice in an effort to resolve the matter(s) that precipitated the notice. If the parties are able to resolve the matter(s) to their mutual satisfaction, the party who served the notice will have the option to withdraw the cancellation notice prior to the expiration of the sixty (60) days. In the event neither party exercises its right to cancel this Agreement within two (2) years of its effective date of this Agreement, the Agreement shall remain in effect unless altered or amended pursuant to the Railway Labor Act, as amended.

Section 9 - General

The SMART-Transportation Division and the UPRR agree that the modifications contained herein are applicable to UPRR employees working under the T&P Agreement Schedule. The sole purpose of this agreement is to expand and define the scope and duties of the Utility X Employee working under the T&P Schedule Agreement. The provisions governing the use and scope of duties of a Utility Man Employee in the Dallas/Fort Worth, San Antonio and Longview Hubs remain intact unless specifically modified by this agreement. This agreement is made without prejudice to either parties position nor does it affect prior past practices.

For SMART-TD:

For the Union Pacific Railroad

Company:

J. Scott Chelette
General Chairman- SMART-TD

Katherine N. Novak
Director – Labor Relations

Date