

**MEMORANDUM OF AGREEMENT  
BETWEEN  
UNION PACIFIC RAILROAD  
And  
SMART/TD**

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**Flagmen Assignments  
Between  
Control Points CY (MP 2.7) and RP (MP 10.5) on the Kenosha Subdivision**

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This is in reference to the parties' discussions concerning the establishment of Flagmen positions on the Kenosha Subdivision between MP 2.7 and MP 10.6 to ensure the safety of both train crews and passengers, maintenance forces, and outside contractors. The carrier will establish these Flagman positions on an as needed basis without prejudice to its position consistent with the terms set forth herein.

**IT IS AGREED:**

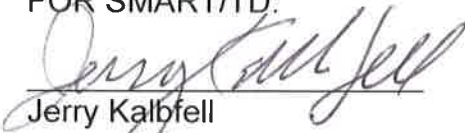
1. When Flagman positions are established in this territory, they will be assigned to Chicago Freight Terminal (CFT) train service employees under the terms of this agreement. Each position will be established with two consecutive assigned days off per week.
2. The North Avenue Freight Yard will be the assigned on and off duty point from which these Flagman positions will originate and terminate each day. Flagman may be required to report and work at any location between MP 2.7 and MP 10.6 during their tour of duty, as specified by instruction from employee in charge of project.
3. Flagman in this service will be expected to report to the work site at the designated start up time (between 6am and 9am), which may vary from day to day to coincide with production start-up. The employee in charge of the project will be responsible for advising the Flagman and crew dispatcher of any changes in the initial reporting time and location.
4. Flagman positions will be re-assigned if starting times are needed outside of the 6am and 9am window, the assigned days off are changed, or the work location/territory is changed or extended beyond the points set forth in Item 2 above.

5. If Flagman assigned to these positions provide their own transportation to the various work sites, then mileage will be reimbursed at the standard mileage allowance for auto miles from North Avenue Freight Yard to and from the work site. If Flagman do not have their own transportation available on any day, they will report to, and be governed by instructions from a manager immediately upon starting their tour of duty.
6. Flagmen positions will be compensated at the yard transfer service rate of pay that was established in the January 25, 2001, Memorandum of Agreement between the parties.
7. Flagmen covered under this Agreement will not leave track and structure unprotected to eat meals during their tour of duty. The rules and conditions regarding meals and meal periods for transfer service conductors will apply to these assignments.

All parties recognize this Agreement will not cover all contingencies that will be encountered, and will attempt to settle any disputes as a result thereof through prompt and good-faith negotiations between the General Chairman's Office and Labor Relations. Moreover, the parties acknowledge this Agreement will not prejudice the position of either party in any respect and will not be cited as a precedent by either party in any future circumstance, case, agreement negotiation, and/or arbitration.

This Agreement may be cancelled by either party by serving a ten (10) day written notice.

FOR SMART/TD:

  
Jerry Kalbfell  
General Chairman – SMART/TD

FOR UPRR

  
Beth Wilderman  
Director – Labor Relations

Date: \_\_\_\_\_

12/11/18