

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD

and the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN
(UP SOUTHERN REGION)**

**Interdivisional Freight Service
between**

Fort Worth, TX (Davidson Yard) and Sweetwater, Texas

In an effort to better handle westbound traffic originating out of Fort Worth Davidson Yard and to afford the involved engineers more predictable scheduling out of the home terminal, the parties mutually agree that the following terms and conditions shall apply to engineers operating between Davidson Yard, Texas and Sweetwater, Texas.

Article I – Operations

- A. Union Pacific may establish a separate pool of through freight engineers to operate and/or deadhead between Fort Worth Davidson Yard, Texas and Sweetwater, Texas. The home terminal will be Davidson Yard and the away-from-home-terminal will be Sweetwater.
- B. Engineers assigned to this new pool may operate over any/all routes normally employed in the handling of traffic operating between Fort Worth Davidson Yard and Sweetwater.
- C. Engineers in this pool will be used only to handle westbound trains originating out of Davidson Yard destined to Sweetwater. Engineers in this pool will not be used out of home terminal Fort Worth to supplant the separate Fort Worth-Sweetwater (TP250 RE55) pool.

NOTE 1: Although the engineers assigned to this new pool are not assigned to specific trains or train ID's, it is anticipated for this pool to operate Davidson-originating trains such as, but not limited to, the MFWWC, MFWOD and MFWMH.

NOTE 2: Nothing herein precludes engineers in this new pool from handling their trains within the 25-mile zones at Fort Worth or Sweetwater pursuant to DFW Hub Article III. D.

- D. It is the intent of this Agreement for this pool to be the primary source of supply for westbound trains originating out of Davidson Yard and destined to Sweetwater. If this pool were to exhaust, nothing herein shall preclude the Carrier from utilizing pre-existing pools or protecting extra boards to handle traffic between Fort Worth Davidson Yard and Sweetwater.
- E. At Sweetwater, engineers working in this pool shall be combined with engineers working in the Fort Worth–Sweetwater (TP250 RE55) pool to create a single pool/source of supply out of Sweetwater (TP448 RE55 pool). Engineer’s final tie up/final release time at Sweetwater will determine their placement on the combined pool board at Sweetwater. Thereafter, engineers in the combined pool will be called on a rotating first in, first out basis out of Sweetwater for service to Fort Worth.

Article II – Compensation Provisions

- A. The basic day, rates of pay and other operating conditions for employees engaged in this interdivisional service will be governed by the applicable Local and National Agreements, except as otherwise specified herein.
- B. Engineers working in this new pool freight service will be paid the current Fort Worth-Sweetwater Trip Rate.

Article III – Implementation

The Carrier shall give the General Chairmen no less than five (5) days’ written notice of its desire to implement this Agreement.

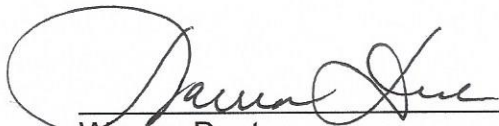
Article IV – General

- A. This Agreement is made without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) or dispute resolution.
- B. This Agreement does not nullify or alter any existing Local or National agreement rules except to the extent specifically addressed herein.

- C. In the event the provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions of this Agreement will govern.
- D. This Agreement may be cancelled by either party serving a ten (10) day written notice on the other. If cancelled, the pool operations being operated by this pool between Fort Worth Davidson Yard and Sweetwater will revert to the pre-existing rules and practices pertaining to the Fort Worth – Sweetwater Pool (TP250 RE55) pursuant to DFW Hub Article III.A.1.b.

Signed this 29 day of May, 2015.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS AND TRAINMEN:**



Warren Dent
General Chairman BLET

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**



T. G. Taggart
Director - Labor Relations