

# AGREEMENT

between

**UNION PACIFIC RAILROAD COMPANY**

and

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN  
(Southern Region)**

and

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIRLINE, RAIL  
& TRANSPORTATION WORKERS –  
TRANSPORTATION DIVISION (TD)**

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**Train & Engine Service Work Stabilization Agreement**

**Dallas-Ft. Worth and Longview Hubs**

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Union Pacific Railroad Company ("UP"), the Brotherhood of Locomotive Engineers and Trainmen ("BLET") and the SMART-Transportation Division ("SMART-TD") recognize that existing agreement rules, including applicable National Agreement provisions, governing the exercise of seniority and the movement by employees between engine service and train/yard service can create situations that require an unnecessary or inordinate number of employees to change jobs or work locations.

With the foregoing in mind, the parties signatory hereto seek to mitigate the impact on employees' jobs and/or work locations arising from the ebb and flow between engine service and train/yard service and to provide a more orderly flow between said services. Therefore, the parties agree the following terms and conditions shall apply:

I. **SENIORITY**

- A. The seniority of employees holding seniority in crafts represented by SMART-TD and/or BLET is unaffected by the terms and conditions set forth herein.

- B. This Agreement does not, in and of itself, grant or extend any seniority rights or privileges at any location where an employee does not presently possess seniority in a craft pursuant to existing agreement provisions. Similarly, this Agreement does not limit or extinguish any seniority rights or obligations held by covered employees prior to its effective date, except to the extent specifically set forth herein.
- C. This Agreement is intended to provide a mechanism for the ebb and flow between train/yard service and engine service, and vice versa, and to increase the opportunities for an employee to remain at or near his or her home work location to the greatest extent possible. In concert therewith, the parties recognize the foregoing intention is not achievable in all cases or respects and must stand consistent with existing collective bargaining agreement, including National Agreement, provisions.
- D. The use of the terms "seniority zone" or "zone" herein, in conjunction with or reference to the responsibilities, obligations, rights or privileges of an engineer or trainman, specifically refers to the seniority zones established in the controlling BLET or SMART-TD UP/SP New York Dock Merger Implementing Agreement(s).

**II. EBB AND FLOW TERRITORIES**

- A. Ebb and flow territories ("EFT") will be established in the Dallas-Ft. Worth and Longview Hubs.
- B. Each EFT will include all assignments, regular or extra, going on duty within the concerned territory or for which a location within that territory serves as the source of supply.
- C. EFT's will be established as follows:
  - 1. EFT Territory 1  

Abilene, Sweetwater, Big Spring, Odessa, Monahans, Pecos,  
Toyah
  - 2. EFT Territory 2

Dallas, Ft. Worth, Arlington, Ennis, Chico, Denison, Hearne/Valley Jct. (for DFW/LV engineer assignments at Hearne/Valley Jct.)

3. EFT Territory 3

Chickasha, Oklahoma City, El Reno, Enid

4. EFT Territory 4

Longview Hub Territory (including Palestine for engineers)

**NOTE:** The EFT's established pursuant to this Article II are to be used solely in conjunction with the application and administration of this Agreement and shall not otherwise modify any other seniority district, seniority zone or other similar seniority arrangement(s).

**III. EFT DESIGNATIONS**

- A. All engineers and trainmen/yardmen will have the opportunity to select one of the EFT's described in Section C of above Article II. The EFT selected must be within the employee's engineer and/or trainman seniority zone(s) pursuant to Section D of above Article I. The EFT selection will be made by notifying Carrier's Crew Management System (CMS) within the time frame stipulated by the parties. A trainman's elected EFT for train service will be his or her designated EFT for engine service promotion. CMS will furnish the involved General Chairmen a list of the employees and the EFT they selected.
- B. Any engineer or trainman/yardman failing to select an EFT within the time frame set forth will be considered as selecting the EFT in which they are currently working.
- C. Engineers and trainmen who, at the time the EFT selection process occurs, are on an authorized leave of absence, furloughed, decertified and/or have failed to recertify, or who are dismissed and later reinstated, will be allowed to select an EFT upon their return to service as set forth in Section A above. Employees failing to select an EFT within 30 days of their return will be assigned an EFT pursuant to above Section B.

- D. Trainmen hired after the date this Agreement is implemented will be assigned the EFT corresponding with the territory/location where they are originally hired to work.
- E. Engineers and trainmen may change their designated EFT once each succeeding eighteen (18) months by providing written notice to CMS and both the BLET and SMART-TD General Chairmen. Employees electing to change their designated EFT will have both their train and engine EFT changed simultaneously.

**NOTE:** It is understood that an employee's designation of an EFT pursuant to this Article III will be a single EFT that will be applicable as both a trainman and an engineer. An employee may not designate an EFT in which he or she does not hold, or will be unable to hold, seniority as both a trainman and an engineer nor have an EFT designation as a trainman in one territory and a differing EFT designation as an engineer in another territory.

#### **IV. PROMOTION RIGHTS**

- A. When a notice advertising engine service training positions is posted within an EFT, only trainmen/yardmen for whom that EFT is designated will be permitted to bid on same. Trainmen from other EFT's who are not permitted to bid on engine service positions pursuant to this Section will have their seniority rights as an engineer protected as long as he or she takes engine service promotion at the first available opportunity within his or her designated EFT, seniority permitting.
- B. Trainmen/yardmen taking engine service promotion within their designated EFT at the first available opportunity in accordance with this Article IV will be placed on the engineer's roster in his or her relative seniority standing as a trainman and assigned an engineer's date in accordance with their standing on the engineer's roster.
- C. Trainmen who fail to take engine service promotion within their designated EFT at the first available opportunity in accordance with this Article IV, or who fail to meet the criteria for promotion (without prejudice to the parties' respective positions regarding the criteria) at the time the employee's

trainman seniority standing would have otherwise been afforded that first promotion opportunity, will not maintain their relative standing as trainmen on the engineer's roster. They will assume their relative standing as a trainman among those in the engine service class to which successfully bid and, once promoted, placed on the engineer's roster in the position below the junior engineer from his or her designated EFT, seniority permitting, and assigned an engineer's date in accordance with said placement.

#### **V. FLOW FROM ENGINE SERVICE**

When it becomes necessary to reduce the number of engineers on the engineer's working list within the territory comprising an EFT, the junior engineer(s) shall be reduced. If an engineer so reduced cannot hold an engineer's assignment within the entirety of that EFT, he or she shall be entitled to displace as follows:

- A.** May displace a junior engineer working as such within his or her designated EFT. If no junior engineers working anywhere within the displaced engineer's designated EFT, he or she may 1) displace in accordance with applicable agreement rules to a train/yard service position within his or her designated EFT or 2) displace a junior engineer working in a different EFT.
- B.** An engineer unable to hold an engineer's position within his or her designated EFT and who, pursuant to above Section A, elects to displace to an engineer's position in a different EFT, must exhaust his or her engineer's seniority outside their designated EFT prior to displacing to a train/yard service position anywhere within the Hub/seniority district.
- C.** An engineer unable to hold any position within their designated EFT, in either engine service or train/yard service, must completely exhaust his or her engine service seniority within the respective Hub/seniority district prior to placing into train/yard service within a different EFT.

#### **VI. FLOW TO ENGINE SERVICE**

When a vacancy exists or it otherwise becomes necessary to increase the number of engineers within an EFT, engineers will be assigned to the vacant position or added to the working list as follows:

- A. The senior working engineer within the Hub/seniority district having a standing bid/application or the senior demoted engineer working within the EFT, whoever is senior.
- B. If no standing bid/application from a working engineer within the Hub/seniority district and no demoted engineer working within the EFT, then assign the senior demoted engineer from within the Hub/seniority district with a standing bid/application.
- C. If none of the above are available, then force-assign the junior demoted engineer from within the respective Hub/seniority district for whom that EFT is his or her designated EFT.
- D. If none of the above are available, then force-assign the junior demoted engineer from the next-nearest EFT via highway miles.

**NOTE 1:** Should multiple force-assignments pursuant to above Sections C or D occur simultaneously, they will be offered to the engineers being force-assigned in seniority order, oldest to youngest.

**NOTE 2:** Engineers force-assigned pursuant to Sections C or D will, upon request, be released in seniority order, oldest to youngest, to return to the EFT from which forced when 1) surplus engineers become available within the EFT to which they were forced or 2) junior demoted engineers become available within the EFT from which they were forced.

## **VII. ASSIGNMENTS / APPLICATIONS**

Standing bids/applications for engineer's positions from demoted engineers will be accepted prior to force-assigning an engineer(s) pursuant to Article VI, Sections C or D.

## **VIII. GENERAL AND SAVINGS CLAUSES**

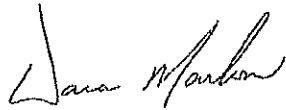
- A. The terms and conditions set forth herein can create additional complexities associated with assignment of engineer seniority and the administration of seniority rights and obligations for employees working on the territories

covered by this Agreement. Therefore, the parties acknowledge there may be issues or scenarios that arise regarding engineer seniority assignment and administration not contemplated in the discussions associated with the development of this Agreement and thus commit to promptly and jointly address such issues or scenarios when discovered in a manner consistent with the initial objectives of this Agreement. Moreover, in view of the foregoing and acknowledging the difficulties inherent with the simultaneous administration of this Agreement and existing seniority rules (both SMART-TD and BLET), the parties agree to promptly and jointly address and/or correct any errors that may occur.

- B. In the event the provisions of this Agreement conflict with existing collective bargaining agreement provisions, the terms and conditions set forth herein shall prevail. It is specifically intended that this Agreement replace the May 1, 2009 *Train and Engine Service Work Stabilization Agreement (DFW/Longview Hub(s))*, as amended April 5, 2012.

Signed this 16<sup>TH</sup> day of November, 2017.


**For the Brotherhood of Locomotive  
Engineers and Trainmen:**



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**Dana Marlow  
General Chairman – BLET**


**For the Union Pacific  
Railroad Company:**



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**T. Gary Taggart  
Director - Labor Relations**

**For the International Association of  
Sheet Metal, Air, Rail and Transportation  
Workers:**



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**Steve Simpson  
General Chairman – SMART-TD**

# UNION PACIFIC RAILROAD COMPANY

Gary Taggart  
Director – Labor Relations



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**BUILDING AMERICA**

MR. DANA MARLOW  
GENERAL CHAIRMAN – BLET  
607 WEST HARWOOD RD.  
HURST, TEXAS 76054

MR. STEVE SIMPSON  
GENERAL CHAIRMAN – SMART-TD  
1101 EAST SE Loop 323  
TYLER, TEXAS 75701

Gentlemen:

Understanding that this Work Stabilization Agreement (WSA) is intended to replace the existing 2009 WSA for the DFW and Longview Hubs, as amended, the parties recognize the need for transition between the two agreements. To that end, contingent upon successful ratification and coincident with the implementation of this Agreement, each employee currently holding engineer and/or trainman seniority in the Longview and/or Dallas-Fort Worth Hubs will, consistent with the eligibility criteria contained in this Agreement, be afforded opportunity, during a 30-day period to be stipulated by the parties, to affirm their existing EFT designation or select a new designated EFT from any of the four concerned EFTs in the DFW and Longview Hubs.

Such EFT designation will, pursuant to provisions of this Agreement, be a single EFT that will be applicable as both a trainman and an engineer and in which the employee holds, or will be able to hold, seniority as both a trainman and an engineer. Any concerned engineer or trainman failing to affirm or select an EFT within the time frame set forth will be considered as having selected the EFT in which they are working at the close of the selection period as their designated EFT.

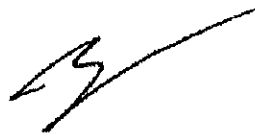
In conjunction with the foregoing, a "Sadie Hawkins Day" will be held subsequent to the close of the selection period stipulated by the parties, the intent of which will be to permit, to the extent possible, all employees in the concerned Hubs working outside their newly designated EFT the opportunity to place themselves on assignments working within their newly designated EFT.



This "Sadie Hawkins Day" process or opportunity will not be used to change jobs, assignments, etc. within the same EFT nor as a means for one working within their newly designated EFT to change to a job, assignment, etc. working outside their newly designated EFT.

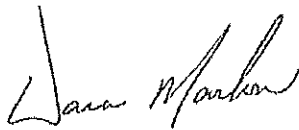
The new EFT change provisions contained in Article III.E. of this Agreement will take effect the day after the close of the EFT selection period stipulated by the parties and the associated 18-month "hold down" period provided therein will toll from that date.

Sincerely,



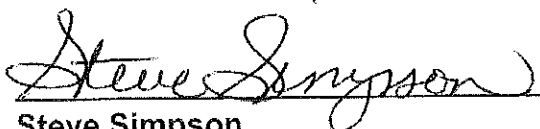
T. Gary Taggart  
Director – Labor Relations

**AGREED:**



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Dana Marlow  
General Chairman – BLET



Steve Simpson  
General Chairman – SMART-TD