

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD

and the

SMART – TD

**Interdivisional Freight Service
between
San Antonio, Texas and Taylor, Texas**

In an effort to better handle traffic operating between San Antonio and Fort Worth, Texas, the parties mutually agree that the following terms and conditions shall apply to crews operating between San Antonio and Taylor, Texas.

Article I – Operations

- A. Union Pacific may establish a separate pool of freight crews to operate and/or deadhead between San Antonio and Taylor, Texas. The home terminal will be San Antonio. The away-from-home-terminal will be Taylor.
- B. Trainmen assigned to this new pool may operate over any/all routes normally employed in the handling of traffic operating between San Antonio and Taylor.
- C. Trainmen in this pool, at either the home or away-from-home terminals, will not be used to supplant the separate San Antonio-Hearne/Valley Jct. pool for the purpose of handling trains operating between San Antonio and Hearne/Valley Jct. that are between Taylor and Hearne.

NOTE: Nothing herein precludes trainmen in this new pool from handling their trains within the 25-mile zones at San Antonio or Taylor pursuant to San Antonio Hub Article III.D.

- D. While the parties intend for this pool to be the primary source of supply for trains operating between San Antonio and Taylor, nothing herein shall preclude the Carrier from utilizing pre-existing pools and protecting extra boards to handle traffic between San Antonio and Taylor.

- E. Article III.B.9 of the San Antonio Hub Implementing Agreement will continue to apply to trainmen working in this new pool.

Article II - Rates of Pay/Miles Run

- A. The basic day, rates of pay and other operating conditions for employees engaged in interdivisional service will be governed by the applicable Local and National Agreements, except as otherwise specified herein.
- B. Trainmen working in this new pool freight service will be paid the current San Antonio - Taylor 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 memorandum of agreement may be cancelled by either party serving a ten (10) day written notice upon the other party. If cancelled, pool operations between San Antonio and Taylor will revert back to being protected pursuant to San Antonio Hub Implementing Agreements..

Signed this 4th day of April, 2014.

FOR SMART – TD:


Steve Simpson
General Chairman

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**


T. G. Taggart
Director Labor Relations

Questions and Answers

Q.1. May a trainman from the San Antonio-Hearne pool operate a train between San Antonio and Taylor?

A.1. Yes

Q.2. May a San Antonio – Taylor pool operate a train destined to Hearne?

A.2. Yes, but they can only permissibly operate the train to Taylor.

Q.3. A train running south out of Hearne on the Austin Subdivision #1 main dies on the HOS between Taylor and San Antonio. Can a rested engineer in this new pool at Taylor be called to work this train on to San Antonio?

A.3. Yes. Trains between Taylor and San Antonio can be protected by the Taylor-San Antonio Pool.

Q.4. A northbound empty CPS Coal train is being routed up the Waco Subdivision from Taylor to Waco. Can a San Antonio-Taylor pool engineer be called to protect same from San Antonio to Taylor?

A.4. Yes.