

**Memorandum of Agreement
Between
Union Pacific Railroad
And the**

**SMART – Transportation Division
(UP Southern Region)**

**Fort Worth, Texas
Tower 55 Reconstruction Project**

The Fort Worth, Texas Terminal, specifically in/around Tower 55, will be undergoing reconstruction in 2014 which will necessitate southbound train traffic operating between Ft. Worth and Hearne, Texas be temporarily rerouted via Dallas, Texas. The periods during the project when rerouting will occur will be brief and intermittent. The reconstruction project is scheduled to end sometime on or about September 2014. At this time, the reroute periods are anticipated to be, but not necessarily limited to,

March 24-26; April 27-29; May 5-7; May 12-14; May 19-23; May 26-30; August 8-11; August 13-26. It is also anticipated that there will be a need for Yard Utility positions during, but not necessarily limited to, July and August. In order to meet UP's operating obligations and to ensure manpower stability during the temporary Tower 55 reconstruction project, **UP and SMART – Transportation Division agree:**

Article I – Pool Service

1. Fort Worth – Dallas (RT50) Shuttle Pool

- A. During the reconstruction project, Fort Worth – Dallas/Mesquite Shuttle Pool (TP250 RT50) conductors may, on an intermittent, as-needed basis, be used to operate rerouted trains from Fort Worth, Texas through the Dallas, Texas on the Ennis Subdivision to Ennis, Texas.
- B. UP will post a 72 - hour bulletin in advance of the anticipated rerouting for a specific number of conductors to staff a TP250 RT50 "Core" group. Successful applicants for these "Core" assignments will become/remain full-time occupants of the TP250 RT50 pool for the duration of the reconstruction project. Any such successful "Core" applicants that are not fully qualified / familiar between Fort Worth - Dallas/Mesquite (Dallas, DFW (TRE) and Mineola Subdivisions) and Dallas – Ennis (Ennis Subdivision) will be qualified / familiarized on these territories.

NOTE: It is anticipated that this TP250 RT50 "Core" group will consist of four (4) conductor positions.

- C. Successful applicants pursuant to Item B above will be "fenced in" to the TP250 RT50 "Core" pool positions and remain on such assignments until the Tower 55 project is complete and the need for rerouting is no longer necessary. Said differently, these "Core" -conductors will not be subject to reductions of the TP250 RT50 pool or displacement from the pool by other conductors nor will they be permitted to exercise displacement rights outside the "Core" RT50 positions to which assigned until such time as the Tower 55 project is completed.

NOTE 1: At those times during the reconstruction project when rerouting is not occurring, these RT50 "Core" conductors will continue to occupy their respective turns in the TP250 RT50 pool and operate normally between Fort Worth and Dallas/Mesquite.

NOTE 2: It is anticipated that the Tower 55 project will be completed on or about September 2014.

- D. Conductors manning Fort Worth – Dallas/Mesquite (RT50) pool assignments who operate these reroute trains south of Milepost 257.1 on the Ennis Subdivision shall be paid an allowance of \$88.00 for this service in addition to the trip rate and overtime earned for his/her tour of duty.

NOTE: The allowance provided in this Article I.1.D. above will not be included and/or factored into the computation of overtime for the regular service trip.

- E. During reroute periods, if a reroute train destined for Ennis is prompted at Fort Worth and the TP250 RT50 conductor standing first-out is not qualified to Ennis, it will be permissible to reach around him/her to get a qualified conductor to operate the train to Ennis.

2. Fort Worth – Hearne (RT65) Pool

- A. During this period of reconstruction, a "Core" group of RT65 pool conductors will, on an intermittent, as-needed basis, have their home terminal temporarily relocated to either Dallas or Ennis for the purpose of manning rerouted trains from either Dallas or Ennis to Hearne, Texas.

NOTE 1: It is anticipated that this "Core" group will consist of approximately twelve (12) to fourteen (14) conductors.

NOTE 2: During any given reroute period, UP will stipulate the temporary home terminal (Dallas or Ennis) to be used by the relocated "Core" conductors and such will not be changed for the duration of that given reroute period.

- B.** UP will post a 72-hour bulletin in advance of the anticipated rerouting for a specific number of conductors to staff this TP250 RT65 "Core" group. Successful applicants for these "Core" assignments will become/remain full-time occupants of the TP250 R65 pool for the duration of the reconstruction project. Any such successful "Core" applicants that are not fully qualified/familiar between Ft. Worth and Hearne/Taylor over any/all routes (Midlothian, Ennis, Fort Worth and Waco Subdivisions), will be qualified / familiarized on these territories.
- C.** Successful applicants pursuant to Item B above will be "fenced in" to the "Core" group of TP250 RT65 pool positions and remain as such until the Tower 55 project is complete and the need for rerouting is no longer necessary. Said differently, these "Core" group conductors will not be subject to reduction from the pool or displacement from same by other conductors nor will they be permitted to exercise displacement rights outside the "Core" RT65 positions to which assigned until such time as the Tower 55 project is completed.

NOTE 1: At those times during the reconstruction project when rerouting is not occurring, these "Core" conductors will be returned to Fort Worth, occupy their respective turns in the TP250 RT65 pool and operate normally between Fort Worth and Hearne/Taylor.

NOTE 2: It is anticipated that the Tower 55 project will be completed on or about September 2014.

- D.** "Core" RT65 conductors operating between Dallas/Ennis and Hearne will be positioned in Hearne on the AX171 RT65 pool board along with RT65 conductors from Fort Worth based on their respective off-duty times at Hearne and subsequently stand to operate northbound to Ft. Worth via the Fort Worth Subdivision on a first-in, first-out basis.
- E.** While temporarily assigned in Dallas or Ennis, "Core" conductors operating Hearne to Fort Worth will, upon arrival at Fort Worth, be transported to their temporary on-duty location of Dallas or Ennis for final tie-up.
- F.** "Core" conductors, when temporarily assigned at Dallas or Ennis, will be compensated as follows:

- a. A trip rate (Fort Worth – Hearne) when relocated/deadheaded from Ft. Worth to Dallas or Ennis.
- b. A trip rate (Fort Worth – Hearne) when operating Dallas/Ennis – Hearne.
- c. A trip rate (Fort Worth – Hearne) when operating Hearne – Fort Worth. Upon arrival at Ft. Worth, the conductor will remain on-duty while transporting to Dallas or Ennis for final tie-up. In addition to the trip rate and any overtime earned for the service trip from Hearne - Ft. Worth – Dallas/Ennis, they shall be paid an allowance of two (2) hours at the daily basic rate..
- d. A trip rate (Fort Worth – Hearne) when released from the temporary on-duty location (Dallas or Ennis) and deadheaded back to Fort Worth.

NOTE: “Core” Conductors returned to Fort Worth from their temporary on-duty location (Dallas or Ennis) will be placed at the foot of the TP250 RT65 Board based on their tie-up time at Ft. Worth from the deadhead.

- G. When temporarily assigned and awaiting a call in Dallas or Ennis, “Core” conductors will be provided lodging in Dallas or Ennis at a Carrier-designated facility. In lieu of availing themselves of said lodging, individual “Core” conductors may instead elect to receive \$40.00 for each day so held in Dallas or Ennis, Texas and the UPRR would have otherwise paid for lodging. A “Core” conductor electing such “in lieu” option must so advise CMS at the outset of the start up of this Tower 55 project. The selection will be irrevocable during the Tower 55 project.
- H. During the period a “Core” conductor is temporarily assigned in Dallas or Ennis he/she will be guaranteed earning of not less than \$243.00 per calendar day.

Example: Core Conductor is temporary assigned in Ennis for four (4) days (including the deadhead to/from). His/her temporary assigned guarantee will be \$972.00.

Article II - Yard Service

1. During the reconstruction project, Fort Worth may require Yard Utility positions on an intermittent, as-needed basis.
2. UP will post a 72-hour bulletin in advance of a specific number of Yard Utility positions.

NOTE: It is anticipated to be, but not limited to, approximately forty (40) positions will be necessary for this project.

NOTE: It is anticipated to be, but not limited to, that the Yard Utility positions will consist of:

- Ten (10) starting on/about July 5, 2014. This will consist of two (2) per shift, two (2) relief positions, and two (2) to a temporary Yard Utility Extra Board.
 - Forty (40) starting on/about August 9, 2014. This will consist of eight (8), per shift, eight (8) relief positions, and eight (8) to the temporary Yard Utility Extra Board.
 - Twenty (20) starting on/about August 14, 2014. This will consist of four (4) per shift, four (4) relief positions, and four to the temporary Yard Utility Extra Board.
3. Successful applicants will be "fenced in" to the Yard Utility pool and remain available for such assignments until the Tower 55 project is complete.
 4. Successful applicants will remain on their regular assignments, until such time they are needed for the Yard Utility position.
 5. Employees assigned to a Yard Utility position will the yard foreman rate of pay. Employees assigned to the Yard Utility Extra Board, will be governed under the Extra Board Switchman Guarantee.
 6. Once the Yard Utility position is abolished, the employee will exercise his/her seniority in accordance with the UTU scheduled agreement.

Article III - General

1. Understanding our mutual desire to limit any disruptive impact associated with a reconstruction project of this magnitude and to maintain service commitments and manpower levels in the area during same, the parties pledge to work together to ensure the success of this temporary agreement and to jointly and promptly address any problems/issues that might arise.

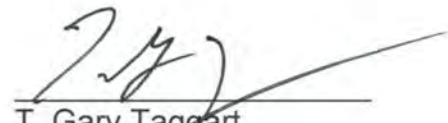
2. This temporary agreement is entered into for the purpose of addressing the specific instant case circumstance and does not have any effect on or otherwise alter conductor seniority rules or the collectively-bargained agreement applicable to trainmen/switchmen on the UP Southern Region, except to the extent outlined herein.
3. This temporary agreement will automatically cancel with the completion of the Tower 55 reconstruction project. Carrier will advise as to the date of the project's completion.

Signed this 18th day of February, 2014.

**For the SMART- Transportation
Division:**


Steve M. Simpson
General Chairman – UTU

**For the Union Pacific
Railroad:**


T. Gary Taggart
Director, Labor Relations