

MEMORANDUM OF AGREEMENT

by and between

**UNION PACIFIC RAILROAD COMPANY
(FORMER SOUTHERN PACIFIC – WESTERN LINES)**

and its engineers in the Southwest Hub represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

Except as specifically provided herein the provisions of the Union Pacific Western Lines Collective Bargaining Agreement, as modified, including the Southwest Hub Implementing Agreement, shall prevail.

The parties have mutually agreed to establish road switcher assignments at Tucson, Arizona, and/or Yuma, Arizona, for the purpose of performing Hours-of-Service relief for pool freight trains as follows:

1. a. Road switcher assignments may be established at Tucson to perform Hours-of-Service relief for pool freight trains between Tucson and Bowie and between Tucson and Picacho. The assignments shall have, as set forth in the applicable road switcher agreements, a designated start (on-duty) time. These jobs will be seven-day assignments. These assignments shall be known as the Tucson Hours-of-Service road switchers and may re-enter and subsequently depart the switching limits of Tucson without penalty.
- b. Road switcher assignments may be established at Yuma to perform Hours of Service relief for pool freight trains between Yuma and Niland and between Yuma and Mohawk. The assignments shall have, as set forth in the applicable road switcher agreements, a designated start (on-duty) time. These assignments will be seven-day assignments. These assignments will be known as the Yuma Hours-of-Service road switchers and may re-enter and subsequently depart the switching limits of Yuma without penalty.
2. Each time brought on duty, all engineers assigned to or filling vacancies in Tucson or Yuma Hours-of-Service road switcher service will be paid 338 miles at the road switcher rate of pay. These assignments will be treated as pool freight assignments for overtime purposes and those Engineers operating in this service, whose seniority in train or engine service was

established prior to November 1, 1985, will be paid overtime in accordance with the applicable provisions of V, Section G (overtime) of the Modification Agreement dated November 3, 1997, which reads in pertinent part as follows:

" . . . and on runs in excess of one hundred sixty miles overtime will begin when the time on duty exceeds the miles run divided by 20, or in any case, when on duty in excess of 10 hours."

at the rate of \$42.00 per hour, on a minute basis computed from the on duty time until relieved from duty at Tucson or Yuma.

Engineers whose seniority in train or engine service was established after October 31, 1985 will be paid overtime in at the rate of \$42.00 per hour, on a minute basis, from all time in excess of twelve hours from the on duty time until relieved from duty at Tucson or Yuma.

(a) Made up assignments and/or extra assignments called to provide service within the scope of this Agreement will qualify for the trip rate created by this Agreement.

3. The 25-mile radius will not apply to the Tucson or Yuma Hours-of-Service road switchers.
4. The Tucson or Yuma Hours of Service road switchers will be limited to performing Hours-of-Service relief only. They will not perform switching on line of road except as necessary to set out bad order equipment from their train, cutting road crossings or adding/reducing locomotives from their train. They will not perform road/yard work inside switching limits at Tucson or Yuma except for double-overs in connections with yarding their train. Work in excess of these limitations will be paid pursuant to Item 5 of this Agreement as service outside of assignment, for each incident, in addition to and without deduction from all other earnings.
5. These assignments will be exclusively assigned to making Hours-of-Service relief and engineers will not be used in any other service.
 - (a) All engineers in violation of this Section 5 who are required to go beyond the limits of this assignment will be compensated a payment of a new day at the rate identified in Section 2, in addition to and without deduction from their earnings for their trip. Engineers who properly stood for this service will be compensated in accordance with Section 1(c) of Article 12 of the agreement covering engineers.

- (b) All engineers assigned to this service who are required to perform service not part of their assignment will be allowed a basic day for each time so used, in addition to and without deduction from their earnings for their trip.
6. All deadheading in connection with the Tucson or Yuma Hours-of-Service road switchers will be in combination with service.
7. The Agreement may be canceled by either party upon 30 day's advance notice.

This Agreement will become effective May 5, 2004.

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

**FOR UNION PACIFIC RAILROAD
COMPANY:**

**D. W. Hannah
General Chairman**

**A. C. Hallberg
Director – Labor Relations**

**A. Terry Olin
General Director - Labor Relations**