

**MERGER
IMPLEMENTING AGREEMENT
(St. Louis Hub)**

between the

**UNION PACIFIC RAILROAD COMPANY
Southern Pacific Transportation Company
and the**

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PREAMBLE

The U.S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SPT"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and the Denver & Rio Grande Western Railroad Company ("DRGW") (collectively referred to as "SP") in Finance Docket 32760. In approving this transaction, the STB imposed New York Dock labor protective conditions. Copy of the New York Dock conditions is attached as Attachment "A" to this Agreement.

Subsequent to the filing of Union Pacific's application but prior to the decision of the STB, the parties engaged in certain discussions which focused upon Carrier's request that the Organization support the merger of UP and SP. These discussions resulted in the parties exchanging certain commitments, which were outlined in letters dated March 8(2), March 9 and March 22, 1996

On October 10, 1997, the Carriers served notice of their intent to merge and consolidate operations generally in the following territories:

Union Pacific:	St. Louis/Dupo to Dexter via Chester Sub
	Dexter to Memphis
	St. Louis/Dupo to Poplar Bluff/Dexter via DeSoto Sub
	Salem to Dexter

Findlay Junction to Metropolis

Gorham to Benton Junction

Chester to Mt. Vernon

St. Louis/Dupo to Chicago via Pana (not including Chicago Terminal Complex)

UP (former MP) lines governed by the Missouri and Illinois Agreements

St. Louis/Dupo to South Pekin (not including South Pekin)

St. Louis/Dupo to Jefferson City

St. Louis Terminal

Southern Pacific:
(SSW/SPCSL) St. Louis/East St. Louis to Dexter

St. Louis/East St. Louis to Bloomington (not including Bloomington)

St. Louis/East St. Louis to Jefferson City

St. Louis Terminal

Dexter to Memphis

Pursuant to Section 4 of the New York Dock protective conditions, in order to achieve the benefits of operational changes made possible by the transaction and to modify collective bargaining agreements to the extent necessary to obtain those benefits,

IT IS AGREED:

ARTICLE I - -WORK AND ROAD POOL CONSOLIDATIONS

The following work/road pool consolidations and/or modifications will be made to existing runs.

A. Zone 1 Seniority Districts

1. Territory Covered: St. Louis/East St. Louis/Dupo to Dexter via Chester Sub

St. Louis/East St. Louis/Dupo to Poplar Bluff/Dexter via DeSoto Sub

Dexter to Memphis

Salem to Metropolis (not including Salem)

Salem to Dexter (not including Salem)

Chester to Mt. Vernon

Gorham to Benton Junction

UP (former MP) lines governed by the M&I labor agreements

St. Louis/East St. Louis/Dupo to Jefferson City

The above includes all UP, SSW and SPCSL main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phrase “not including” is used above, it refers to other than through freight operations, but does not restrict through freight crews from operating into/out of such terminals/points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. All former UP Dupo-Poplar Bluff and former SSW E. St. Louis-Illmo/Jonesboro pool freight service shall be combined into one (1) pool operating between St. Louis and Dexter, with St. Louis as the home terminal.
 - a. The pool described above shall be slotted, and Attachment “B” lists the slotting order for the pool. Former UP and SSW engineers shall have prior rights to said pool turns as set forth in said Attachment “B”. The Carrier and the Organization shall mutually agree on the number of turns subject to this arrangement as set forth in said Attachment “B”, If turns in excess of that number are established or any of such turns be unclaimed by a prior rights engineer they shall be filled from the zone roster, and thereafter from the common roster.

- b. Engineers in this pool shall under normal conditions be confined to through freight service between St. Louis and Dexter, and will not be inducted into other service off the Chester Sub which is not connected with pool freight service in that corridor. Hours of Service relief of trains operating St. Louis to Dexter may be protected by the extra board at Dexter if the train has reached Illmo or beyond. If the extra board is exhausted, an away-from-home engineer may be used, and will thereafter either be deadheaded home or placed first out for service on his rest. Such trains which have not reached Illmo shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains in this pool operating from Dexter to St. Louis may be protected by the extra board at St. Louis if the train has reached Illmo or beyond; otherwise, a rested away-from-home terminal engineer at Dexter shall be used on a straightaway move to provide such relief.
- c. At Dexter, away from home terminal engineers called to operate through freight service to St. Louis may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Dexter to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half ($\frac{1}{2}$) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.
- d. At Dexter the handling of New Madrid and Sikeston coal trains shall be consolidated into a single unassigned pool. This pool will be advertised and assigned based upon Zone 1 prior rights seniority, and thereafter from the common roster.
- e. Engineers of the North Little Rock/Pine Bluff Hub have certain rights, as defined in the merger implementing agreement for that hub, to receive their through freight trains up to twenty-five (25) miles on the far side (northward) of the terminal and run back through Dexter without claim or complaint from any other engineer.
- f. The terminal limits of Dexter shall extend between Mile Posts 46.0 and 53.0 on the SSW Illmo Subdivision and to Mile Post 188.0 on the UP Chester Subdivision.

- g. Effective with implementation of the freight pool described in Article I.A.2. above, Illmo and Poplar Bluff shall cease to be considered a home terminal for pool service. As part of the interim arrangements negotiated in the North Little Rock/Pine Bluff Merger Implementing Agreement, it was agreed that engineers at Illmo and Poplar Bluff would be given certain options to relocate to Dexter rather than St. Louis. The specific details of such options are set forth in Side Letter No. 11 to this Implementing Agreement.
- h. Engineers protecting through freight service in the St. Louis - Dexter pool described in Article I.A.2 above shall be provided lodging at Dexter pursuant to existing agreements, and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility.
- i. Pursuant to Side Letter No. 11 to this Agreement, engineers protecting through freight service in the St. Louis - Dexter pool described in Article I.A.2 above shall be afforded lodging at St. Louis, if requested, pursuant to the terms of this Agreement. The option to exercise “reverse lodging” at the home terminal must be initiated with CMS within thirty (30) days following the date of implementation of this Agreement and remains in effect for a one (1) year period, renewable annually thereafter unless or until this arrangement is terminated by agreement between the parties pursuant to Side Letter No. 11. The Carrier will, to the extent practicable, give such engineers a two-hour and thirty minute (2’30”) call for service, but no penalty will be applied to the Carrier or the engineer if such is not afforded in any instance. These provisions do not apply to employees hired on or after the date of this Agreement.
- j. Engineers protecting through freight service in the St. Louis to Dexter pool, who have elected the “reverse lodging” option described in i. above shall have lay off privileges at the away from home terminal consistent with the designated collective bargaining agreement rules and practices. When an engineer lays off at the away from home terminal, such vacancy will be filled by the extra board at Dexter.
- k. Engineers protecting through freight service in the St. Louis to Dexter pool, who have elected the “reverse lodging” option described in i. above shall be paid HAHT at the reverse terminal pursuant to this Implementing Agreement. All other provisions of the designated collective bargaining agreement regarding HAHT remain unchanged.

NOTE: The provisions of Articles I.A.2.i, I.A.2.j., and I.A.2.k. above shall only apply to engineers residing in Poplar Bluff or Illmo or vicinity, and protecting service at such locations or vicinity, on October 10, 1997 (date of Carrier's St. Louis Hub Notice).

I.

Carrier shall advertise and operate an unassigned service pool (known on the former UP as "Pool 1") to protect all unassigned Zone 1 service in Illinois. The home terminal of this pool shall be St. Louis. Pre-merger rules and practices pertaining to the former UP "Pool 1" are adopted herein, except as specifically amended in this Implementing Agreement, and as additionally set forth below:

- (1) The scope of territory covered by this pool shall be all of Zone 1 as defined in this Agreement on the Illinois side of the Mississippi, and the Chester Sub to Dexter, as described below.
- (2) The engineers in this pool shall not be used to supplant through freight crews or otherwise handle through freight trains between St. Louis and Dexter; however, in the course of handling normal Pool 1 unassigned business, Pool 1 engineers may handle their trains as far south as Dexter. Engineers under such circumstances may either be tied up at Dexter for rest and later used for Pool 1 service, or shall be deadheaded to the home terminal. It is understood such Pool 1 engineers may not be injected into the St. Louis-Dexter pool for work back to St. Louis in through freight service, except when there are no rested pool or extra engineers available at Dexter.

3. All UP and SSW pool freight service between Dexter and Memphis will be combined into one (1) pool with Dexter as the home terminal. Memphis will serve as the away from home terminal. Engineers operating between Dexter and Memphis may utilize any combination of UP or SSW trackage between such points. The former UP St. Louis (Dupo) to Memphis ID Agreement is suspended.
 - a. The pool described above shall be slotted and Attachment "C" lists the slotting order for the pool. Former UP engineers shall have prior rights to said pool turns as set forth in said Attachment "C". The Carrier and the Organization shall mutually agree on the number of turns subject to this

arrangement as set forth in said Attachment "C". If turns in excess of that number are established or any of such turns be unclaimed by a prior rights engineer they shall be filled from the zone roster, and thereafter from the common roster.

- b. Hours of Service relief of trains in this pool operating from Dexter to Memphis shall be protected by the extra board at Memphis if the train has reached Wynne or beyond. If this extra board is exhausted or no longer in existence, an away-from-home terminal engineer may be used and will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Wynne shall be protected on a straightaway move by a home terminal pool engineer at Dexter. Trains operating Memphis to Dexter may be protected by the extra board at Dexter if the train has reached Jay Siding or beyond (on the former SSW) or Corning (on the UP Hoxie Subdivision); otherwise, a rested away-from-home terminal engineer at Memphis may be used to provide such relief. If none rested and available, a home terminal pool engineer at Dexter may be used in turnaround service to provide such relief, and when so used, will be placed first out on his rest for additional service.
- c. In addition to protecting pool freight service between Dexter and Memphis, a sufficient number of engineers shall be maintained at Dexter to protect all other service requirements at or in the vicinity of said location, including but not limited to:
 - (1) Local, road switcher, yard, work, wreck, or any other service headquartered at or in the vicinity of Poplar Bluff, including operations on the DeSoto Subdivision between Poplar Bluff and Bismarck.
 - (2) Local, road switcher, yard, work, wreck, or any other service headquartered at or in the vicinity of Dexter, including Jonesboro, Illmo, Paragould and Malden.
 - (3) All Hours of Service relief of pool freight engineers within a fifty (50) mile radius of Dexter in any direction which are not performed by road engineers under a 25-mile zone provision.
 - (4) New Madrid coal trains operating between Dexter and the power plant, including handling thereof from/to Illmo when stored or staged at that location.

- (5) Sikeston coal trains operating between Poplar Bluff and Sikeston.
 - (6) Engineers in the Dupo/Dexter and Salem/Dexter pools laying off at Dexter while exercising "reverse layoff" privileges at Dexter.
4. All UP and SSW pool freight service between St. Louis and Jefferson City will be combined into one (1) pool with St. Louis as the home terminal. Jefferson City will serve as the away from home terminal. Engineers operating between St. Louis and Jefferson City may utilize any combination of UP or SSW trackage between such points.
 - a. The pool described above shall be slotted, and Attachment "D" lists the slotting order for the pool. Former UP and SSW engineers shall have prior rights to said pool turns as set forth in said Attachment "D". The Carrier and the Organization shall mutually agree on the number of turns subject to this arrangement as set forth in said Attachment "D". If turns in excess of that number are established or any of such turns be unclaimed by a prior rights engineer they shall be filled from the zone roster, and thereafter from the common roster.
 - b. Hours of Service relief of trains in this pool operating from St. Louis to Jefferson City may be protected by the extra board at Jefferson City if the train has reached Hermann or beyond. If the extra board is exhausted, an away-from-home terminal engineer may be used and will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Hermann shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains in this pool operating from Jefferson City to St. Louis may be protected by the extra board at St. Louis if the train has reached Washington; otherwise, a rested away-from-home terminal engineer at Jefferson City shall be used on a straightaway move to provide such relief.
 - c. At Jefferson City, away-from-home terminal engineers called to operate through freight service to St. Louis may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through Jefferson City to their destination without claim or complaint from any other engineer. When so used, the engineer shall be paid an additional one-half (½) day at the basic pro rata through freight rate for this service in addition to the district miles of the run.

If time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

- d. Engineers of the Kansas City Hub may have certain rights to be defined, if any, in the Implementing Agreement for that hub, to receive their through freight trains up to twenty-five (25) miles on the far side of the terminal and run back through Jefferson City without claim or complaint from any other engineers.
- e. It is the intent of the parties that the territory between Jefferson City and Kansas City (not including Jefferson City) and the work and employees associated therewith shall belong to the Kansas City Hub. Effective upon implementation of this Agreement, all work within this territory shall be performed by such engineers who were home terminated at Jefferson City on the date of the notice served for this hub and shall not be under the jurisdiction of the St. Louis Hub in any manner.
 - (1) The integration of the above engineers and work into the Kansas City Hub shall be more definitively described in the merger Implementing Agreement covering such hub; however, the parties have agreed that the consolidated pool in this territory will be a slotted pool with prior rights UP and SSW engineers at Jefferson City maintaining prior rights to their respective pool slots.
 - (2) In the interim period between the implementation of this Agreement and a Merger Implementing Agreement for the Kansas City Hub, former SSW and UP engineers at Jefferson City shall be maintained on separate rosters and extra boards for purposes of continuing to protect their prior pools, assignments and extra service.
- f. All UP and SSW operations within the Jefferson City terminal limits shall be consolidated into a single operation. The terminal limits of Jefferson City shall be the same as the preexisting terminal limits on the UP (M.P.128-M.P.124.3).
- g. Engineers protecting through freight service in the St. Louis - Jefferson City pool described in Article I.A.4. above shall be provided lodging at Jefferson City pursuant to existing agreements, and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility.

- h. Engineers protecting through freight service in the St. Louis to Jefferson City pool described in Article I.A.4. above shall be afforded lodging at St. Louis, if requested, pursuant to the terms of this Agreement. The option to exercise “reverse lodging” at the home terminal must be initiated with CMS within thirty (30) days following the date of implementation of this Agreement and remains in effect for a one (1) year period, renewable annually thereafter. This provision does not apply to employees hired on or after the date of this Agreement.
- i. Engineers protecting through freight service in the St. Louis to Jefferson City pool, who have elected the “reverse lodging” option described in h. above shall have layoff privileges at the away from home terminal consistent with the designated collective bargaining agreement rules and practices. When an engineer lays off at the away from home terminal, such vacancy will be filled by the extra board at Jefferson City.
- j. Engineers protecting through freight service in the St. Louis to Jefferson City pool, who have elected the reverse lodging option described in h. above shall be paid HAHT at the reverse terminal pursuant to this Implementing Agreement. All other provisions of the designated collective bargaining agreement regarding HAHT remain unchanged.

NOTE: The provisions of Articles I.A.4.h., I.A.4.i, and I.A.4.j. above shall only apply to engineers residing in Jefferson City vicinity, and protecting service at such location or vicinity, on October 10, 1997 (date of Carrier’s St. Louis Hub Notice).

- k. In the event capital improvements in the future permit operation between Jefferson City and Labadie on a turnaround basis, it is understood that nothing in this Agreement would prohibit establishment of a pool headquartered at Jefferson City for such purpose. Employees protecting such pool would do so as a seniority move utilizing their prior rights Zone 1 seniority, and thereafter from the common roster.
5. The current UP Salem-Poplar Bluff ID Agreement shall be suspended upon implementation of this Agreement. In lieu thereof, the pool will operate from Salem to Dexter with Salem as the home terminal. Dexter will serve as the away from home terminal.

- a. The pool described above shall be slotted, and Attachment "E" lists the slotting order for the pool. Former MP and CEI engineers shall have prior rights to said pool turns as set forth in said Attachment "E". The Carrier and the Organization shall mutually agree on the number of turns subject to this arrangement as set forth in Attachment "E". If turns in excess of that number are established or any of such turns be unfilled by a prior rights engineer they shall be filled from the zone roster, and thereafter from the common roster.
- b. Inasmuch as Salem was the home terminal for all pool freight engineers with former UP Illinois and C&EI prior rights prior to the merger, such former UP Illinois and C&EI engineers assigned to this pool after implementation shall not be entitled to relocation benefits to Salem unless required to exercise seniority to this pool because they were unable to hold any position at their former location. It is understood the existing three hour (3'00") call arrangement for this pool at Salem will be continued.
- c. Hours of Service relief of trains operating Salem to Dexter may be protected by the extra board at Dexter if the train has reached Illmo or beyond. If this extra board is exhausted, a rested away-from-home terminal engineer may be used, and will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Illmo shall be protected on a straightaway move by a home terminal pool engineer at Salem. Hours of Service relief of trains in this pool operating Dexter to Salem may be protected by the extra board at Salem if the train has reached Benton (MP303) or beyond; otherwise, an away-from-home terminal engineer at Dexter shall be used on a straightaway move to provide such relief. If none rested and available, the Salem extra board may be used beyond Benton.
- d. At Dexter and Salem road crews called to operate pool freight service may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through the terminal without claim or complaint from any other engineer. When so used, the crew shall be paid an additional one-half ($\frac{1}{2}$) day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.

- e. The terminal limits of Salem shall be the same as the pre-existing terminal limits on the UP.
- f. Engineers protecting through freight service in the Salem-Dexter pool described in Article I.A.5. above shall be provided lodging at Dexter pursuant to existing agreements, and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility.
- g. Engineers residing at Poplar Bluff and Illmo protecting the Salem - Dexter (former Salem-Poplar Bluff) pool may continue to reside at Poplar Bluff and Illmo under a "reverse lodging" arrangement. Those engineers protecting through freight service in the Salem-Dexter pool described in Article I.A.5. above shall be entitled to preservation of such arrangement as more specifically described in Side Letter No. 11 to this Agreement. The provisions set forth in Articles I.A.2.i., I.A.2.j., and I.A.2.k. of this Agreement shall be applicable to such engineers who elect not to relocate to St. Louis or Salem.

B. Zone 2 - Seniority District

1. Territory Covered:
 - St. Louis/East St. Louis/Dupo to Chicago via Pana (not including Chicago Terminal Complex)
 - St. Louis/East St. Louis/Dupo to South Pekin (not including South Pekin)
 - St. Louis/East St. Louis/Dupo to Bloomington (not including Bloomington)
 - Salem to Chicago via Villa Grove (not including Chicago Terminal Complex)

The above includes all UP/SSW/SPCSL main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phrase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight crews from operating into/out of such terminals/points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. All St. Louis to Villa Grove, St. Louis to South Pekin and St. Louis to Bloomington pool freight service shall be combined into one (1) pool with St. Louis as the home terminal. Villa Grove, South Pekin and Bloomington will serve as the respective away from home terminals. Engineers operating between St. Louis and Villa Grove, South Pekin

or Bloomington may utilize any combination of UP/SSW/SPCSL trackage between such points. Crews may also be transported between the destination terminals for the return trip to the home terminal, subject to the terms set forth in Side Letter No. 13.

- a. The pool described above shall be slotted, and Attachment "F" lists the slotting order for the pool. Former UP and SPCSL engineers shall have prior rights to said pool turns as set forth in said Attachment "F". The Carrier and the Organization shall mutually agree on the number of turns subject to this arrangement as set forth in said Attachment "F". If turns in excess of that number are established or any of such turns be unclaimed by a prior rights engineer they shall be filled from the zone roster, and thereafter from the common roster.
- b. The existing agreement rules and practices which apply to the former St. Louis to Villa Grove/S. Pekin dual destination pool shall apply to the new three-destination pool established herein except as otherwise modified by this Implementing Agreement.
- c. The existing UP Salem to Villa Grove pool will be maintained under this Agreement with Salem as the home terminal. Villa Grove will serve as the away from home terminal.
- d. The existing UP Villa Grove to Chicago pool will be maintained under this Agreement with Villa Grove as the home terminal. Chicago will serve as the away from home terminal. As more specifically set forth in Article II - Seniority Consolidations hereof, a sufficient number of former SPCSL engineers home terminated at Bloomington on the date of the notice served for this hub shall be entitled to acquire Zone 2 prior rights seniority and transfer to Villa Grove to represent the former SPCSL (Bloomington to Chicago) equity in this through freight corridor.
- e. The current UP interdivisional pool operating between Salem and Chicago pursuant to Arbitration Award No. 553 shall be unaffected by this Implementing Agreement. The St. Louis-Chicago ID runs shall continue to operate as a separate pool so long as sufficient service exists to justify such pool. If not, such service shall be operated off the Zone 2 extra board as described in Article III.A.5.c. of this Agreement.
- f. (1) Hours of Service relief of trains operating St. Louis to Bloomington may be protected by the extra board at Bloomington, if in existence, if the train has reached Ridgley or beyond. If no extra board exists, such relief may be provided by a rested away-from-home engineer

at Bloomington, who will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Ridgley shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains operating Bloomington to St. Louis may be protected by the extra board at St. Louis if the train has reached Ridgley or beyond; otherwise, a rested away-from-home engineer at Bloomington shall be used on a straightaway move to provide such relief. If none rested and available, the St. Louis Zone 2 extra board may be used beyond Ridgley.

- (2) Hours of Service relief of trains operating St. Louis to S. Pekin may be protected by the extra board at S. Pekin, if in existence, if the train has reached Virden siding or beyond. If no extra board exists or it is exhausted, such relief may be provided by a rested away-from-home terminal engineer at S. Pekin, who will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Virden siding shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains operating S. Pekin to St. Louis may be protected by the extra board at St. Louis if the train has reached Virden siding or beyond; otherwise, a rested away-from-home engineer at S. Pekin shall be used on a straightaway move to provide such relief. If none rested and available, the St. Louis Zone 2 extra board may be used beyond Virden siding.
- (3) Hours of Service relief of trains operating St. Louis to Villa Grove may be protected by the extra board at Villa Grove, if in existence, if the train has reached Findlay Junction or beyond. If no extra board exists or it is exhausted, such relief may be provided by a rested away-from-home terminal engineer at Villa Grove, who will thereafter either be deadheaded home or placed first out for service on their rest. Such trains which have not reached Findlay Junction shall be protected on a straightaway move by a home terminal pool engineer at St. Louis. Hours of Service relief of trains operating Villa Grove to St. Louis may be protected by the extra board at St. Louis if the train has reached Findlay Junction or beyond; otherwise, a rested away-from-home engineer at Villa Grove shall be used on a straightaway move to provide such relief. If none rested

and available, the St. Louis Zone 2 extra board may be used beyond Findlay Junction.

- (4) Hours of Service relief of trains operating in ID service between St. Louis and Chicago or between Salem and Chicago shall be provided as set forth in Arbitration Award No. 553.
- g. At South Pekin, Bloomington, Villa Grove or Salem road crews called to operate pool freight service may receive the train for which they were called up to twenty-five (25) miles on the far side of the terminal and run back through the terminal without claim or complaint from any other engineer. When so used, the crew shall be paid an additional one half ($\frac{1}{2}$) day at the basic pro rata through freight rate in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then they shall be paid on a minute basis at the basic pro rata through freight rate.
- h. Engineers of the Chicago Hub may have certain rights to be defined, if any, in the Implementing Agreement for that hub, to receive their through freight trains up twenty-five (25) miles on the far side of the terminal and run back through South Pekin or Bloomington without claim or complaint from any other engineer.
- i. The terminal limits of Salem, South Pekin, and Villa Grove shall be the same as the pre-existing terminal limits. The Terminal limits of Bloomington shall be established by this Implementing Agreement as being MP 124.1 to MP 140.9 on the former SPCSL Springfield Subdivision.
- j. Engineers will be provided lodging at all of the away-from-home terminal locations comprehended by the operations described in Article I.B.2. above pursuant to existing agreements, and the Carrier shall provide transportation to engineers between the on/off duty locations and the designated lodging facilities.

C. St. Louis Terminal

- 1. All UP, SSW and SPCSL operations within the new St. Louis Terminal limits shall be consolidated into a single operation. The terminal includes all UP/SSW/SPCSL main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. All UP/SSW/SPCSL road crews may receive or leave their trains at

any location within the terminal and may perform work within the terminal pursuant to the applicable collective bargaining agreement including national agreements. The Carrier will designate the on/off duty points for all yard crews, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

2. All yard assignments operating within the St. Louis Terminal shall be considered Zone 1 assignments for purposes of the application of Article II hereof.
3. All UP, SSW and SPCSL rail lines, yards and/or sidings within the St. Louis Terminal will be considered as common to all engineers working in, into and out of St. Louis. Interchange rules are not applicable to intra-carrier moves within the terminal.
4. Terminal limits for the consolidated St. Louis terminal are as follows:

<u>UP</u>	<u>Mile Post</u>
DeSoto Subdivision	10.8
Sedalia Subdivision	8.0
Chester Subdivision	9.16
St. Louis Subdivision (former CNW)	144.0
Pana Subdivision	273.7

<u>SSW</u>	<u>Mile Post</u>
Eldon Line	19.0

SSW terminal limits shall be established as shown above.

<u>SPCSL</u>	<u>Mile Post</u>
Springfield Subdivision	252.1

SPCSL terminal limits are established by this Agreement.

- D. At all terminals the Carrier will designate the on/off duty points for all road engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.
 - a. In view of the close proximity thereof, the yard offices at the Alton and Southern (A&S) and Dupo shall be considered interchangeable as on/off duty locations for road crews in through freight service. Home terminal engineers will be advised at time of call which of these

facilities they should report to for commencement of service. Engineers arriving at St. Louis on their return trip, if not yarding their train and tying up at the same office where they reported on their outbound trip, shall be transported to said original reporting location (A&S or Dupo). Engineers so transported shall remain on duty and under pay for the service trip until they have arrived and tied up at said original reporting location. In addition, they shall be paid thirty (30) minutes at the basic pro rata through freight rate, separate and apart from the service trip.

- E. In all of the zones, when local, work, wreck, HOS relief or other such road runs are called or assigned which operate exclusively within the territorial limits of one of the zones established in this Agreement, such service shall be protected by engineers in such zone. If such run or assignment extends across territory encompassing more than one zone contemplated by this Agreement, it will be protected by engineers in the zone in which such service is home terminated.

ARTICLE II – SENIORITY CONSOLIDATIONS

- A. To achieve the work efficiencies and allocation of forces that are necessary to make the St. Louis Hub operate efficiently as a unified system, a new seniority district will be formed and a master Engineer Seniority Roster -- UP/BLE St. Louis Merged Roster #1 -- will be created for the engineers holding seniority in the territory comprehended by this Agreement on the effective date thereof. The new roster will be divided into two (2) zones as described in Articles I.A and I.B. above.
- B. Prior rights seniority rosters will be formed covering each of the two (2) zones outlined above. Placement on these rosters and awarding of prior rights to their respective zones shall be based on the following:
 - 1. Zone 1 - This roster will consist of former SPCSL engineers with prior rights on SPCSL (Roster No. 310101), former SSW engineers with prior rights on SSW Jefferson City (Roster No. 311101), SSW Illmo (Roster No. 302101), SSW Eldon (Roster No. 306101), CEI-CNW (Roster No. 45101) and former UP engineers with prior rights on St. Louis Merged 1 (Roster Nos. 039111 and 040111), UP-MI East (Roster No. 046101) and UP-MI West (Roster No. 046102).
 - 2. Zone 2 - This roster will consist of former UP engineers with prior rights on CEI Villa Grove South (Roster No. 042101), CEI Villa Grove North (Roster No. 043101), CEI-CNW (Roster No. 045101), and SPCSL (Roster No. 310101).

- C. Seniority integration of the engineers from the above affected former rosters into one (1) common seniority roster will be done on a dovetail basis using the current date of seniority as a locomotive engineer.
- D. Entitlement to assignment on subject consolidated roster shall be by canvass of the employees contributing equity to each of the zones set forth herein.
- E. Any engineer working in the territories described in Article I. on the date of implementation of this Agreement, but currently reduced from the engineers working list, shall also be given a place on the roster and prior rights. Engineers currently forced to this territory will be given a place on the roster and prior rights if so desired; otherwise, they will be released when their services are no longer required and will not establish a place on the new roster.
- F. UP engineers currently on an inactive roster pursuant to previous merger agreements shall participate in the roster formulation process described above based upon their date of seniority as a locomotive engineer.
- G. Engineers on each of the prior rights zones described above will be afforded common seniority on the other zone outside their prior rights zone. All such common seniority shall be based upon the current date of seniority as a locomotive engineer. If this process results in engineers having identical common seniority dates, seniority will be determined by the age of the employees with the older employee placed first. If there are more than two (2) employees with the same seniority date, and the ranking of the premerged rosters would make it impossible for age to be a determining factor, a random process, jointly agreed upon by the Director of Labor Relations and the appropriate General Chairman(men), will be utilized to effect a resolution. It is understood this process may not result in any employee running around another employee on his former roster.
- H. With the creation of the new seniority described herein, all previous seniority outside the St. Louis Hub held by engineers inside the new hub shall be eliminated and all seniority inside the new hub held by engineers outside the hub shall be eliminated. All pre-existing prior rights, top and bottom, or any other such seniority arrangements in existence, if any, are of no further force or effect and the provisions of this Agreement shall prevail in lieu thereof. Upon completion of consolidation of the rosters and implementation of this hub, it is understood that no engineer may be forced to any territory or assignment outside the St. Louis Hub.
- I. The total number of engineers on the master UP/BLE St. Louis Merged Roster #1 will be mutually agreed upon by the parties.

ARTICLE III – EXTRA BOARDS

- A. The following extra boards shall be established to protect vacancies and other extra board work into or out of the St. Louis Hub or in the vicinity thereof. It is understood whether or not such boards are guaranteed boards is determined by the designated collective bargaining agreement.
1. Chester - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Chester, including Sparta, and all other territories formerly covered by the former M&I Agreements not protected by Ste. Genevieve. If no extra board exists at Ste. Genevieve, this extra board will protect all extra service formerly protected by such extra board. This extra board may be used to perform relief of all locals, road switchers, work trains, and other regular assignments when the point of relief is closer to this board than St. Louis. It is not intended that this extra board be used for unassigned service comprehended by Pool 1 (Article I.A.2.I.) except Hours of Service relief of Pool 1 trains when the point of relief is closer to this board than St. Louis. The secondary source of supply when this extra board is exhausted will be St. Louis (Zone 1).
 2. Ste. Genevieve - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Ste. Genevieve but not including Bismarck, which includes all former M&I extra work on the Missouri side of the Mississippi River. At any time after one (1) year from date of implementation of this Implementing Agreement, this board may be consolidated into the extra board at Chester, subject to service of a 30-day notice of intent to do so by the Carrier. So long as this extra board remains at Ste. Genevieve, it shall be prior righted to former M&I engineers.
 3. Salem - Two (2) Extra Boards (combination road/yard) to protect the following:
 - a. All vacancies in the Salem-Villa Grove and Salem-Chicago through freight pools, and all extra service at or in the vicinity of Salem, including St. Elmo.
 - b. All vacancies in the Salem-Dexter through freight pool, and all extra service between Salem and Metropolis which originates at Salem or any point between Salem and Mt. Vernon, not including Mt. Vernon. This board will be staffed based upon the common seniority roster for the hub.

- c. The boards described in a. and b. above will supplement each other when one is exhausted. The boards described in a. and b. above, in that order, will supplement the Villa Grove extra board if that board is exhausted.
4. Villa Grove - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Villa Grove. This board will protect all Villa Grove-Chicago short pool vacancies and any HOS relief of Salem-Chicago or St. Louis-Chicago pool freight trains at or north of Findlay Junction. This board will supplement Salem if that board exhausted.
5. Dexter - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Dexter. The scope of this extra board includes all the service requirements outlined in Article I.A.3,c.
6. St. Louis - Three (3) Extra Boards (combination road/yard) to protect each of the following:
 - a. All Zone 1 extra road service between St. Louis Terminal and Dexter via the Chester Sub and between St. Louis Terminal and Poplar Bluff/Dexter via the DeSoto Sub, except as modified above, but including extra service at Bismarck. This board will also protect all yard extra service in the St. Louis Terminal which originates on the Illinois side of the Mississippi River. This board will be headquartered at St. Louis.
 - b. All Zone 1 extra service between St. Louis Terminal and Jefferson City. This board will also protect all yard extra service in the St. Louis Terminal which originates on the Missouri side of the Mississippi. This board will be headquartered at St. Louis.

NOTE: It is clearly understood that the Carrier's agreement to split the protection of extra yard service in the St. Louis Terminal in no way constitutes any restrictions upon the right of any yard engineer in the consolidated terminal to do any work at any location within the terminal.

- c. All Zone 2 extra service between St. Louis Terminal and Bloomington, South Pekin and Villa Grove. This extra board will protect all extra work on pool freight ID runs between St. Louis and Chicago, and in the event there is insufficient work in this service to justify a separate pool, such service will be protected by this extra board in its entirety.

- d. The extra boards described in a. and b. above will supplement each other when one is exhausted.
7. Jefferson City - One (1) Extra Board (combination road/yard) to protect all Zone 1 vacancies headquartered at Jefferson City including vacancies created by engineers laying off while exercising "reverse lodging" privileges. This board shall also protect any yard or road switcher assignments with an origin/termination of Jefferson City. Local or irregular service originating at Jefferson City working east on the UP Sedalia Subdivision will also be protected by this board.
- B. If additional extra boards are established or abolished after the date of implementation of this Agreement, it shall be done pursuant to the terms of the designated collective bargaining agreement. When established, the Carrier shall designate the geographic area the extra board will cover.

ARTICLE IV – APPLICABLE AGREEMENTS

- A. All engineers and assignments in the territories comprehended by this Implementing Agreement will work under the Collective Bargaining Agreement currently in effect between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers dated October 1, 1977 (reprinted October 1, 1991), including all applicable national agreements, the "local/national" agreement of May 31, 1996, and all other side letters and addenda which have been entered into between date of last reprint and the date of this Implementing Agreement. Where conflicts arise, the specific provisions of this Agreement shall prevail. None of the provisions of these agreements are retroactive. It is understood Side Letter Nos. 23 through 26 herein modify certain provisions of the designated Collective Bargaining Agreement as it pertains to the St. Louis Hub. It is further understood said Side Letters are made without prejudice to the positions of the respective parties and it may not be cited by any party in any other negotiations or proceedings.
- B. All runs established pursuant to this Agreement will be governed by the following:
- 1. Rates of Pay: The provisions of the June 1, 1996 National Agreement will apply as modified by the May 31, 1996 Local/National Agreement.
 - 2. Overtime: Overtime will be paid in accordance with Article IV of the 1991 National Agreement.

3. Transportation: When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

4. Suitable Lodging: Suitable lodging will be provided by the Carrier in accordance with existing agreements.

C. Except where modified by this Implementing Agreement, the ID service provisions set forth in Arbitration Award No. 553 shall continue in full force and effect.

- D. 1. Engineers performing service in the St. Louis to Dexter, Salem to Dexter and Dexter to Memphis pools will be governed by Section 4 (rates of pay) and Section 7 (straightaway service) of the UP St. Louis-Memphis ID Agreement dated April 5, 1991.
2. In addition, in order to expedite the movement of trains in these pools, engineers on such runs will not stop to eat except in cases of emergency or unusual delays. Engineers on such runs shall be paid the prevailing away-from-home meal allowance (presently \$6.00) for the trip.
3. Concurrent with the effective (implementation) date of this Merger Implementing Agreement, Section 5 of the St. Louis-Memphis ID Agreement dated April 5, 1991, and all other agreements or letters of understandings, if any, pertaining to a hand-up lunch at Illmo shall be extinguished and shall have no further force or effect. The practice of providing any engineers a hand-up lunch at Illmo will be discontinued.

E. Engineers will be treated for vacation, entry rates and payment of arbitraries as though all their time on their original railroad had been performed on the merged railroad. Engineers assigned to the Hub on the effective date of this Agreement (including those engaged in engineer training on such date) shall have entry rate provisions waived. Engineers hired/promoted after the effective date of the Agreement shall be subject to National Agreement rate progression provisions.

F. Engineers protecting pool freight operations on the territories covered by this Agreement shall receive continuous held-away-from-home terminal pay (HAHT) for all time so held at the distant terminal after the expiration of

sixteen (16) hours. All other provisions in existing agreement rules and practices pertaining to HAHT pay remain unchanged.

- G. Except where specific terminal limits have been detailed in the Agreement, it is not intended to change existing terminal limits under applicable agreements.
- H. Actual miles will be paid for runs in the new St. Louis Hub. Examples are illustrated in Attachment "G".

ARTICLE V - FAMILIARIZATION

- A. Engineers involved in the consolidation of the St. Louis Hub covered by this Agreement whose assignments require performance of duties on a new geographic territory not familiar to them will be given full cooperation, assistance and guidance in order that their familiarization shall be accomplished as quickly as possible. Engineers will not be required to lose time or ride the road on their own time in order to qualify for these new operations.
- B. Engineers will be provided with a sufficient number of familiarization trips in order to become familiar with the new territory. Issues concerning individual qualification shall be handled with local operating officers. The parties recognize that different terrain and train tonnage impact the number of trips necessary and the operating officer assigned to the merger will work with the local Managers of Operating Practices in implementing this Section. If disputes occur under this Article they may be addressed directly with the appropriate Director of Labor Relations and the General Chairman for expeditious resolution.
- C. It is understood that familiarization required to implement the merger consolidation herein will be accomplished by calling a qualified engineer (or Manager of Operating Practices) to work with an engineer called for service on a geographical territory not familiar to him.
- D. Engineers hired subsequent to the effective date of this document will be qualified in accordance with current FRA certification regulations and paid in accordance with the local agreements that will cover the merged St. Louis Hub.

ARTICLE VI - IMPLEMENTATION

- A. The Carrier will give at least thirty (30) days' written notice of its intent to implement this Agreement.

- B.
 - 1. Concurrent with the service of its notice, the Carrier will post a description of Zones 1 and 2 described in Article I herein.
 - 2. Ten (10) days after posting of the information described in B.1. above, the appropriate Labor Relations Personnel, CMS Personnel, General Chairmen and Local Chairmen will convene a workshop to implement assembly of the merged seniority rosters. At this workshop, the representatives of the Organization will participate with the Carrier in constructing consolidated seniority rosters as set forth in Article II of this Implementing Agreement.
 - 3. Dependent upon the Carrier's manpower needs, the Carrier may develop a pool of representatives of the Organization, with the concurrence of the General Chairmen, which, in addition to assisting in the preparation of the rosters, will assist in answering engineers' questions, including explanations of the seniority consolidation and implementing agreement issues, discussing merger integration and familiarization issues with local Carrier officers and coordinating with respect to CMS issues relating to the transfer of engineers from one zone to another or the assignment of engineers to positions.
- C. The roster consolidation process shall be completed in five (5) days, after which the finalized agreed-to rosters will be posted for information and protest in accordance with the applicable agreements. If the participants have not finalized agreed-to rosters, the Carrier will prepare such rosters, post them for information and protest, will use those rosters in assigning positions, and will not be subject to claims or grievances as a result.
- D. Once rosters have been posted, those positions which have been created or consolidated will be bulletined for a period of seven (7) calendar days. Engineers may bid on these bulletined assignments in accordance with applicable agreement rules. However, no later than ten (10) days after closing of the bulletins, assignments will be made.
- E.
 - 1. After all assignments are made, engineers assigned to positions which require them to relocate will be given the opportunity to relocate within the next thirty (30) day period. During this period, the affected engineers may be allowed to continue to occupy their existing positions. If required to assume duties at the new location immediately upon implementation date and prior to having received their thirty (30) days to relocate, such engineers will be paid normal and necessary expenses at the new location until relocated. Payment of expenses will not exceed thirty (30) calendar days.
 - 2. The Carrier may, at its option, elect to phase-in the actual pool consolidations which are necessary in the implementation of this

Agreement. Engineers will be given ten (10) days' notice of when their specific relocation/reassignment is to occur.

ARTICLE VII – PROTECTIVE BENEFITS AND OBLIGATIONS

- A. All engineers who are listed on the prior rights St. Louis Hub (Zones 1 and 2) merged rosters shall be considered adversely affected by this transaction and consolidation and will be subject to the New York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.
1. Carrier will calculate and furnish TPA's for such engineers to the Organization as soon as possible after implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be August 1, 1996 through and including July 31, 1997.
 2. In consideration of blanket certification of all engineers covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to "average monthly time paid for" are waived under this Implementing Agreement.
 3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier.
 4. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this Agreement.
- B. Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:
1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of \$10,000 upon providing proof of actual relocation.
 2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.
 3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of \$10,000.

- a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.
- b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.

NOTE: All requests for relocation allowances must be submitted on the appropriate form.

- 4. With the exception of Item 3 above, no claim for an “in lieu of” relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.
- 5. Under no circumstances shall an engineer be permitted to receive more than one (1) “in lieu of” relocation allowance under this Implementing Agreement.
- 6. Engineers receiving an “in lieu of” relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

ARTICLE VIII – SAVINGS CLAUSES

- A. The provisions of the applicable Schedule Agreement will apply unless specifically modified herein.
- B. It is the Carrier’s intent to execute a standby agreement with the Organization which represents engineers on the former Missouri and Illinois. Upon execution of that Agreement, said engineers will be fully covered by this Implementing Agreement as though the Organization representing them had been signatory hereto.
- C. Nothing in this Agreement will preclude the use of any engineers to perform work permitted by other applicable agreements within the new seniority districts described herein, i.e., engineers performing Hours of Service Law relief within the road/yard zone, ID engineers performing service and deadheads between terminals, road switchers handling trains within their zones, etc.
- D. The provisions of this Agreement shall be applied to all engineers covered by said Agreement without regard to race, creed, color, age, sex, national origin, or physical handicap, except in those cases where a bona fide occupational qualification exists. The masculine terminology herein is for the purpose of convenience only and does not intend to convey sex preference.

ARTICLE IX – HEALTH AND WELFARE

Engineers of the former UP who are working under the collective bargaining agreement designated in Article IV.A. of this Implementing Agreement belong to the Union Pacific Hospital Association. Former SSW/SPCSL engineers are presently covered under United Health Care (former Travelers GA-23000) benefits. Said former SSW/SPCSL engineers will have ninety (90) days to make an election as to keeping their old Health and Welfare coverage or coming under the health and welfare coverage provided by the designated CBA. Any engineer who fails to exercise said option shall be considered as having elected to retain existing coverage. Engineers hired after the date of implementation will be covered under the plan provided for in the surviving CBA. Copy of the form to be used to exercise the option described above is attached as Attachment “H” to this Agreement.

ARTICLE X – EFFECTIVE DATE

This Agreement implements the merger of the Union Pacific and SSW/SPCSL railroad operations in the area covered by Notice dated October 10, 1997.

Signed at Kansas City, Missouri, this 5th day of April, 1998.

**FOR THE BROTHERHOOD
LOCOMOTIVE ENGINEERS:**

D.E. Penning
General Chairman, BLE

D.E. Thompson
General Chairman, BLE

J.R. Koonce
General Chairman, BLE

APPROVED:

J.L. McCoy
Vice President, BLE

D. M. Hahs
Vice President, BLE

FOR THE CARRIERS:

M.A. Hartman
Director-Labor Relations
Union Pacific Railroad Co.

J.M. Raaz
Assistant Vice President - LR
Union Pacific Railroad Co.

April 15, 1998

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

During our negotiations we discussed SSW ARTICLE 6 - LIFE INSURANCE, SSW ARTICLE 9 - DISABILITY INSURANCE, SPCSL ARTICLE 4 - LIFE INSURANCE and SPCSL ARTICLE 6 - DISABILITY INSURANCE of the August 1, 1995 Agreement between Southern Pacific Lines and your Organization. It was your position that coverages provided by the former agreement should be preserved for the former SSW and SPCSL engineers covered by this Implementing Agreement.

This will confirm that Carrier agreed that these insurance premiums would be maintained at current levels and would be grand fathered to those former SSW and SPCSL engineers who are covered by this Implementing Agreement and who are presently covered under those plans. These insurance premiums will be maintained at current levels for such employees for a six (6) year period commencing January 1, 1998, unless extended or modified pursuant to the Railway Labor Act.

It is understood this Agreement is made without prejudice to the positions of either party regarding whether or not such benefits are subject to preservation under New York Dock and it will not be cited by any party in any other negotiations or proceedings.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director - Labor Relations

Side Letter No. 1
April 15, 1998
Mr. J. R. Koonce
Mr. D. E. Penning
Mr. D. E. Thompson
Page 2

AGREED:

J.R. Koonce
General Chairman, BLE

D.E. Penning
General Chairman, BLE

D.E. Thompson
General Chairman, BLE.

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

April 15, 1998

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

During our negotiations we discussed SSW ARTICLE 7 - VACATION and SPCSL - ARTICLE 17 - VACATION of the August 1, 1995 Agreement between Southern Pacific Lines and your Organization.

This will reflect our understanding that those former SSW and SPCSL engineers who are covered by this Implementing Agreement and who are presently covered by the above agreement provision shall be entitled to obtain the benefits of said ARTICLE 7 and ARTICLE 17 for the calendar year 1999 if said vacation is already earned under existing SSW and SPCSL agreements at the time of implementation of this Agreement. Thereafter, vacation benefits shall be as set forth in the controlling agreement on the merged territory.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director - Labor Relations

Side Letter No. 2
April 15, 1998
Mr. J. R. Koonce
Mr. D. E. Penning
Mr. D. E. Thompson
Page2

AGREED:

J.R. Koonce
General Chairman, BLE

D.E. Penning
General Chairman, BLE

D.E. Thompson
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines, and the Brotherhood of Locomotive Engineers.

In our discussions regarding Article IV, this will confirm Carrier's commitment to provide copies of the designated collective bargaining agreement referenced therein to all former SSW/SPCSL and UP (former MP Upper Lines) engineers comprehended by this Implementing Agreement at the earliest possible date, but no later than by date of implementation of this Agreement.

Yours truly,

M. A. Hartman
General Director-Labor Relations

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This has reference to our negotiations covering the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers. During these negotiations, the Organization expressed concern that engineers who expire on the Hours of Service Law would not be transported in a timely manner to the destination terminal.

This will confirm the advice given to you, i.e., that when an engineer ties up on the Hours of Service before reaching the objective terminal, the Carrier will make every reasonable effort to relieve subject engineer and transport him to the tie up point, expeditiously. The Carrier recognized the interests of the railroad and its engineers are best served when a train reaches the final terminal within the hours of service. In the event this does not occur, the Carrier is committed to relieving that engineer and providing transportation as soon as practical. It is understood that this commitment contemplates transportation in the form of passenger vehicle, and engineers shall not be transported to the tie-up point after Hours of Service tie-ups by means of train except in case of emergency or extraordinary circumstances which make providing a vehicle impossible.

In the event the Organization feels that this commitment is not being observed at a particular location, the General Chairman shall promptly contact the Director of Labor Relations in writing stating the reasons or circumstances thereof. Within ten (10) days after being contacted the Director of Labor Relations will schedule a conference between the parties to discuss the matter and seek a resolution. The conference will include the appropriate General Manager or his designate.

Yours truly,

M. A. Hartman
General Director - Labor Relations

cc: D. M. Hahs - Vice President BLE
J.L. McCoy -Vice President BLE

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN JR KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

In discussing the relocation benefits in Article VII of the Agreement, we discussed the situation where an employee may desire to sell his home prior to the actual implementation of the merger. Carrier committed to you that such employee would be entitled to treatment as a "homeowner" for relocation benefits purposes provided:

1. Upon actual implementation of the Merger Implementing Agreement the engineer meets the requisite test of having been "required to relocate",
2. The sale of the residence occurred at the same location where claimant was working immediately prior to implementation, and
3. The sale of the residence occurred after the date of this Agreement.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director - Labor Relations

Side Letter No. 5
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

AGREED:

D.E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J.R. Koonce
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

The parties hereto realize that the merger of the former properties into a unified system is a complex undertaking and with the changes in operations and seniority territories, employees covered by this Agreement will be required to perform service on unfamiliar territory.

Familiarization will be a large undertaking, and it is to the benefit of both parties that this process begin as soon as possible so that implementation can occur in a more orderly and rapid manner. Therefore, it is understood that Carrier may begin qualifying engineers on unfamiliar territory, to the extent it is feasible based upon operational and manpower constraints, between time of execution of this Implementing Agreement and date of implementation thereof.

It is understood that familiarization will be accomplished in accordance with Article V -Familiarization of this Agreement. Employees making familiarization trips which involve greater mileages than their existing (pre-merger) runs will be paid actual mileage to the new objective terminal as contemplated in Article I of this Agreement. Local BLE officers will work with local Carrier officers to implement this Side Letter in the most effective manner.

If the foregoing adequately and accurately sets forth our agreement in this regard, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director-Labor Relations

Side Letter No. 6
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

AGREED:

D.E. Penning
General Chairman, BLE

D.E. Thompson
General Chairman, BLE

J.R. Koonce
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELW000 MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our negotiations there was considerable discussion surrounding the operational changes resulting from a merger of UP/SSW/SPCSL operations. Specifically, it was your observation that the merged operation might possibly require an increased amount of transporting of engineers, and your Organization has concerns regarding the quality of the vehicles presently used for transporting engineers, as well as the drivers of said vehicles.

It was Carrier's position that there are existing procedures available to resolve any complaints regarding deficiencies in crew transportation and, as such, this was not a proper topic for inclusion in a Merger Implementing Agreement.

Without prejudice to the positions of the respective parties as set forth above, the Carrier believes it is in the best interests of all parties that routine, unannounced safety audits of crew transportation contractors be conducted, and that a process be established for prompt investigation and, if necessary, resolution of complaints of specific instances of deficiencies in this area. In this regard, this will confirm my advice given you during our negotiations that Carrier agreed it would direct its designated manager to contact a Local Chairman to be designated by your Organization for the purpose of scheduling and conducting field safety audits of transportation contractors in the hub. These safety audits will include, but not be limited to, inspection of vehicles, unannounced rides, interviewing crews, and meeting drivers. These safety audits will be performed no less frequently than quarterly.

Side Letter No. 7
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

If issues are raised by the safety audits which cannot be resolved to the satisfaction of your Organization, they may be referred to the appropriate Labor Relations Officer by the General Chairman for discussion in conference at the earliest possible date to seek a resolution. The conference will include the appropriate General Manager or his designate.

Respectfully,

M. A. Hartman
General Director-Labor Relations

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

With regard to Article II.H. of the Agreement, the following shall apply:

- I. Engineers who participate in the roster formulation process for the St. Louis Hub who presently hold engine service seniority outside the St. Louis Hub will be handled as follows:
 - a. All engine service seniority outside the St. Louis Hub will be held in abeyance and may not be utilized for any purposes except as outlined below:
 - b. When subsequent implementing agreements are concluded in other hubs which encompass the seniority described in a. above, which has been held in abeyance, such seniority may be exercised in the roster formulation process for such hub(s) subject to the following limitations:
 1. The exercise of such option shall be considered a seniority move and shall be at the engineer's own expense.
 2. An engineer utilizing this provision to select a different hub will forfeit all seniority in the St. Louis Hub.
- II. The rights set forth in (b) above may only be exercised to the extent that there is an unfilled need for engineers at such hub at the time rosters for such hub are formulated. Carrier reserves the right to limit the number of such requests made based upon manpower requirements and the number accepted will be in seniority order. In the event such move will create a shortage of engineers within the St. Louis Hub the Carrier may hold such applicant for a reasonable amount of time to allow for a replacement.

Side Letter No. 8
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

- III. When all of the hubs involving engineers with former SSW and SPCSL system seniority have been completed, the Organization may serve notice upon Carrier to meet and negotiate the details surrounding a one-time "Sadie Hawkins Day" for such engineers to make one final, irrevocable move to a hub, which will be without relocation cost to the Carrier. The parties will resolve at this meeting the matters of shortages and/or surpluses in the various hubs, as well as method of seniority integration into the hub to which moving.

It is understood this Agreement is made without prejudice to the position of any party, does not constitute a precedent, and may not be cited or referred to by any party in any other negotiations or proceedings.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director-Labor Relations

D.E. Penning
General Chairman, BLE

D.E. Thompson
General Chairman, BLE

J.R. Koonce
General Chairman, BLE

cc: D.M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

April 15,1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our execution of this Agreement, it was understood that the parties may discover errors or omissions relating to mile post designations, crew district mileages, etc. It is not the intent of either party to hold the other party to such items simply because there was simply not time to verify them for accuracy.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M.A. Hartman
General Director-Labor Relations

AGREED:

D.E. Penning
General Chairman, BLE

D.E. Thompson
General Chairman, BLE

J.R. Koonce
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub.

During our negotiations your Organization raised some concern regarding the intent of Article VIII - Savings Clauses, Item C thereof. Specifically, it was the concern of some of your constituents that the language of Item C might subsequently be cited to support a position that "other applicable agreements" supersede or otherwise nullify the very provisions of the Merger Implementing Agreement which were negotiated by the parties.

I assured you this concern was not valid and no such interpretation could be applied. I pointed out that Item C must be read in conjunction with Item A, which makes it clear that the specific provisions of the Merger Implementing Agreement, where they conflict with the basic schedule agreement, take precedence, and not the other way around.

The purpose of Item C was to establish with absolute clarity that there are numerous other provisions in the designated collective bargaining agreement, including national agreements, which apply to the territory involved, and to the extent such provisions were not expressly modified or nullified, they still exist and apply. It was not the intent of the Merger Implementing Agreement to either restrict or expand the application of such agreements.

In conclusion, this letter of commitment will confirm that the provisions of Article VIII - Savings Clauses may not be construed to supersede or nullify the terms of the Merger Implementing Agreement which were negotiated in good faith between the parties. I hope the above elaboration clarifies the true intent of such provisions.

Yours truly,

M. A. Hartman
General Director-Labor Relations

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

In Side Letter No. 21 of the Merger Implementing Agreement for the North Little Rock/Pine Bluff Hub entered into on October 9, 1997, Carrier made certain written commitments regarding engineers residing at Illmo and Poplar Bluff. The purpose of this Side Letter is to more specifically define the rights and responsibilities of said engineers at Poplar Bluff and Illmo in line with the Merger Implementing Agreement for the St. Louis Hub and said Side Letter No. 21.

This Side Letter addresses three (3) specific groups of engineers:

- A. Former UP engineers assigned to the UP Dupo - Poplar Bluff freight pool (home terminal St. Louis) who have continued to reside at Poplar Bluff under a "reverse lodging" arrangement.
- B. Former UP engineers assigned to the UP Salem - Poplar Bluff freight pool (home terminal Salem/Poplar Bluff) who have continued to reside at Poplar Bluff under a "reverse lodging" arrangement.
- C. Former SSW and UP engineers at Illmo and Poplar Bluff who, as a result of the Implementing Agreement, will have their home terminal changed to St. Louis.

Pursuant to the terms of Articles I.A.2. and I.A.5. of the Implementing Agreement covering the St. Louis Hub, the consolidated pool operating between St. Louis and Dexter will be home terminalled at St. Louis, and the pool operating between Salem and Dexter will likewise be home terminalled at Salem. It is the intent and desire of the Carrier that all engineers assigned to this pool who presently reside in Illmo and Poplar Bluff be relocated to St. Louis and Salem. However, considering the large number of engineers who reside at these locations who are reasonably close to retirement age, the Carrier has expressed its willingness to enter into an attrition arrangement for a fixed period of time in order to permit engineers to maintain their residences in the Poplar Bluff and Illmo areas for said period of time while protecting these pools. The terms and conditions of this interim arrangement are as follows:

Side Letter No.11
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

1. Former SSW and UP engineers who are required to relocate to St. Louis or Salem shall be considered eligible for the relocation benefits set forth in Article VII.B. of this Implementing Agreement.
2. Former SSW engineers who are assigned to either of these pools who decline to relocate to St. Louis or Salem and exercise the "reverse lodging" option provided in Article I.A.2.g. of the Implementing Agreement shall be considered eligible for the relocation benefits under Article VII.B. of this Implementing Agreement. If such engineers should subsequently relocate to St. Louis under the provisions of this Side Letter or otherwise, such relocation shall be considered to be a seniority move and shall not trigger any further relocation benefits under this Implementing Agreement.
3. Those former UP engineers assigned to the UP Dupo - Poplar Bluff and Salem - Poplar Bluff freight pools who have continued to reside at Poplar Bluff under a "reverse lodging" attrition arrangement may elect to relocate to St. Louis or Salem, and if so relocated, shall be considered eligible for the relocation benefits set forth in Article VII.B. of this Implementing Agreement. If such employees decline to relocate and elect to exercise the "reverse lodging" option provided in this Agreement, they shall become subject to the provisions of the immediately preceding Section 2 hereof. As agreed in Item 2 of Side Letter No. 21 to the NLR/PB Merger Implementing Agreement, it is undisputed that the distance between Poplar Bluff and Dexter shall not be an issue regarding entitlement of such engineers to such relocation benefits.
4. Those engineers described in Sections 2 and 3 above who decline to relocate to St. Louis or Salem and are subsequently forced to relocate because they are unable to held a regular assignment at Dexter/Poplar Bluff, such relocation shall be considered to be a seniority move and shall not trigger any further relocation benefits under this Implementation Agreement.
5. Effective upon service of a notice by the Carrier, which cannot be served any sooner than April 1, 2005, the "reverse lodging" attrition arrangements set forth in this Implementing Agreement shall become null and void. On and after that date, all engineers described in Sections 1, 2 and 3 above shall be required to protect their respective freight pools at the designated home terminal locations if they choose to continue to occupy such assignments. This change shall be effected by the service of a thirty (30) day notice by the Carrier of its intent to do so.
6. The provisions of this Side Letter No. 11 shall only apply to engineers residing in Poplar Bluff or Illmo or vicinity, and protecting service at such location or vicinity, on October 10, 1997 (date of Carriers St. Louis Hub Notice).

Side Letter No. 11
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 3

7. It is understood this Agreement does not operate to preclude an engineer from receiving full relocation benefits under Article VII.B. when required to relocate to Dexter to protect the Dexter-Memphis pool, extra board, or any other assignments established at that location.
8. Under the unique circumstances surrounding this Side Letter, engineers at Poplar Bluff and Illmo and vicinity will not be required to provide proof of relocation to Dexter in order to receive the relocation benefits under Article VII.B. 1. and 2., but must do so to receive the additional benefit under Article VII.B.3.

The above-described arrangements are designed to deal with a peculiar situation under specific circumstances, and shall not be referred to by either party in any other proceeding or negotiations.

If the foregoing adequately and accurately sets forth our agreement and understanding in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director - Labor Relations

AGREED:

D.E. Penning
General Chairman, BLE

D.E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub.

During our discussions regarding eliminating the terminals of Illmo and Poplar Bluff and creating an away-from-home terminal at Dexter, we acknowledged that some employees who reside at Poplar Bluff and Illmo will elect to retain their residences in the area and exercise reverse lodging options under Articles I.A.2.g. and I.A.5.g. of the Implementing Agreement.

With the construction of a new away-from-terminal lodging facility at Dexter, the question was raised regarding the employees described in the preceding paragraph who may arrive at Dexter during blizzard or ice storm conditions which have resulted in roads which are impassable to their residences. The Organization asked if under these rare circumstances such employees could utilize the lodging facility at Dexter until driving conditions improved.

My response to this request was to observe that we experience such severe storms and other acts of God throughout our system, and I believe Carrier's track record will show our local managers deal with them in a manner which places the safety and well being of our fellow employees ahead of literal contract language which, if applied under such conditions, would create a dangerous situation. I would expect, and therefore commit to you, that no different result would be applied at Dexter.

Yours truly,

M. A. Hartman
General Director-Labor Relations

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub, and specifically to Article I.B.2. regarding repositioning engineers from one away-from-home terminal to another. Such handling will be subject to the following conditions:

1. Engineers may be deadheaded prior to the tie-up after the initial trip.

Example: An engineer runs from St. Louis to S. Pekin. He can be deadheaded from S. Pekin to Villa Grove for tie-up at Villa Grove from his original trip from St. Louis.
2. Engineers may also be deadheaded after tie-up and rest after the initial trip.

Example: An engineer runs from St. Louis to Bloomington and ties up. After rest, he can be deadheaded from Bloomington to S. Pekin for a trip from S. Pekin to St. Louis.
 - a. This handling can only occur when there are no rested engineers at S. Pekin to protect the service from S. Pekin to St. Louis, i.e., it is not permissible to deadhead an engineer to a different away-from-home terminal for additional rest, but only for a return trip to the home terminal.
3. Engineers will not be deadheaded by train between one away-from-home terminal to another away-from-home terminal. Other forms of transportation will be used.
4. Engineers hired prior to implementation of this Agreement will be paid highway miles for the deadhead portion of the trip and engineers hired subsequent to the implementation will be paid actual time for the deadhead portion of the trip.
5. Once deadheaded between the two away-from-home terminals an engineer will not be deadheaded back except in an emergency situation such as a flood or a major derailment.

Side Letter No. 13
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

6. It is not the intent of this Agreement to "double deadhead" engineers. If double deadheaded, then the engineer will be paid district miles for the second deadhead. A "double deadhead" in this instance is when an engineer is deadheaded from one-away-from-home terminal to another away-from-home terminal and then deadheaded back to the home terminal.
7. Engineers arriving at the away-from-home terminal by train and instructed to deadhead to another away-from-home terminal will remain on terminal time (if applicable) until they are in the vehicle to transport them to the other away-from-home terminal.

If the foregoing adequately and accurately sets forth agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director-Labor Relations

AGREED:

D.E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J.R. Koonce
General Chairman, BLE

Cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

Prior to implementation of this Agreement, the Carrier and Organization will schedule and convene a meeting in St. Louis, Missouri to develop equity data for roster formulation and slotting of all freight pools associated with the St. Louis Hub. The results of this meeting will be appended to this Agreement prior to it being disseminated for a ratification vote.

This meeting will be conducted by Carrier Labor Relations Officers and the appropriate Local Chairmen for the territories concerned. The Carrier will provide the sources of equity data and the Local Chairmen will provide the Carrier with the necessary equity percentages for roster slotting and formulating. In the event the Local Chairmen are unable to agree upon equity percentages, the Carrier will make such determinations and will not be subject to any claims or grievances as a result thereof.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director-Labor Relations

Side Letter No. 14
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

AGREED:

D. E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Implementing Agreement for the St. Louis Hub entered into this date.

During our discussions regarding the establishment of prior rights zones, some concern was expressed regarding the possibility of large volumes of traffic currently operating in one through freight corridor shifting to a different corridor. Carrier expressed its doubt that such would occur, but did agree that if a significant, sustained diminishment of pool freight traffic (compared to levels which existed at time for which equity data was evaluated) and a corresponding increase of pool freight traffic in another corridor occurred within the first ten (10) years of implementation of this Agreement, the General Chairman may serve notice upon the appropriate Director of Labor Relations, who will meet within fifteen (15) days or as otherwise mutually agreed to make the appropriate adjustments in prior rights pool turn slots to reflect the changed conditions. It is understood these adjustments would be done without relocation expense to the Carrier. It was also agreed and understood that no such service of notice may occur until the expiration of a twelve (12) month period following implementation so that all involved may have an adequate opportunity to evaluate post-merger operations.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purposes below.

Yours truly,

M. A. Hartman
General Director-Labor Relations

Side Letter No. 15
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

AGREED:

D.E. Penning
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

J.R. Koonce
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our negotiations it was recognized that there are inherent difficulties in implementing a merged operation in the St. Louis Hub and "carving out" the operations and employees between Jefferson City and Kansas City to become part of the Kansas City Hub without a corresponding Merger Implementing Agreement for the Kansas City Hub. This is a problem inherent in implementing merged hubs on a phased basis, and in all hubs this cascading effect has required the parties to use their imagination to develop temporary solutions to cover the interim period between implementing agreements covering adjoining hubs. Such a need is recognized here with regard to the St. Louis Hub.

The Organization has requested that Carrier make certain written commitments regarding the merged operation in the Kansas City Hub between Kansas City and Jefferson City which are necessary in order for it to agree to relinquish that territory from the seniority roster for the St. Louis Hub. Those commitments are as follows:

1. Those former UP and SSW engineers who resided at Jefferson City or vicinity on the date of the notice served for the Kansas City Hub will be allowed to continue to maintain their residences at that location so long as pool freight service between Kansas City and Jefferson City and extra board work at Jefferson City continues to exist and such employees possess sufficient seniority to hold such assignments.
2. The engineers described above may voluntarily relocate to Kansas City under the Merger Implementing Agreement for that hub; however, they will not be required to do so and will be allowed to continue to reside at Jefferson City on an attrition basis.
3. It is intended that the pool freight operations between Kansas City and Jefferson City will ultimately be home terminated at Kansas City. The details surrounding how that change will be accomplished will be negotiated in the Implementing Agreement for the Kansas City Hub.

Yours truly,

M. A. Hartman
General Director-Labor Relations

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date, and specifically Article VII.A.1. thereof.

During our discussions regarding the time frame for calculating TPA's, the representatives of the former SSW and SPCSL expressed the view that since all of the engineers represented by them had already received TPA's in connection with "interim protection" related to TCS cutovers, they would prefer to simply adopt those existing TPA's for purposes of application of protection under this Merger Implementing Agreement. Carrier is agreeable to this handling.

If the foregoing accurately describes our Agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director-Labor Relations

Side Letter No. 17
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

AGREED:

D.E. Penning
General Chairman, BLE

D.E. Thompson
General Chairman, BLE

J.R. Koonce
General Chairman, BLE

cc: D.M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R K0ONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our discussions we addressed the issue of local service operating exclusively between Bloomington and St. Louis. We agreed that such an assignment would belong to engineers of the St. Louis Hub even though the home terminal of such assignment might be at Bloomington. A yard job or road switcher assignment headquartered at Bloomington would not belong to engineers of the St. Louis Hub.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M.A. Hartman
General Director - Labor Relations

Side Letter No. 18
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

AGREED:

D.E. Thompson
General Chairman BLE

D.E. Penning
General Chairman BLE

J.R. Koonce
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

During our negotiations we discussed Local L5G54 (Mt. Vernon Local) being prior righted to Zone 2 engineers. This will confirm our understanding the Mt. Vernon Local will be manned by Zone 2 engineers so long as subject local remains operating and goes on/off duty at Mt. Vernon. In the event said local is abolished or consolidated with another road switcher or local the terms of this side letter will become null and void.

Should the Mt. Vernon local described above be reestablished following abolishment or consolidation there shall be no prior rights extended to Zone 2 engineers. Thereafter only Zone 1 engineers will be eligible to work said local.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director - Labor Relations

Side Letter No. 19
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

AGREED:

D.E. Thompson
General Chairman BLE

D.E. Penning
General Chairman BLE

J.R. Koonce
General Chairman, BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

April 15,1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 381 57

Gentlemen:

This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our negotiations we discussed the assignments presently protected by prior rights M&I engineers at Ste. Genevieve. In Article 111.2. we agreed that so long as an extra board is maintained at Ste. Genevieve, such extra board would be prior righted to former M&I engineers. There are currently four (4) regular road switcher assignments operating on the Missouri side of the Mississippi which are clearly identifiable M&I assignments, i.e., LSHO8, LSH1 0 and LSH1 1 at Ste. Genevieve, and LSHO6 at Bismark. So long as these assignments continue to be maintained, they shall be prior righted to former M&I engineers. If subsequently abolished and consolidated with other non-former M&I assignments, the provisions of this Side Letter shall no longer apply, and such consolidated assignment would be filled by a prior rights Zone 1 engineer, and thereafter from the common roster.

If the foregoing adequately and accurately sets forth our agreement regarding this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director - Labor Relations

Side Letter No. 20
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

AGREED:

D.E. Thompson
General Chairman BLE

D.E. Penning
General Chairman BLE

J.R. Koonce
General Chairman BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD MO 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our negotiations the Organization requested a commitment from the Carrier that no engineer currently in the hub would be forced out of the hub. Carrier advised that it could not commit to this since engineers could potentially come into the hub when rosters are formulated, thereby inflating the number of engineers in the hub and creating a surplus. Therefore, in the alternative it was agreed that the total number of engineers in the St. Louis Hub upon finalization of rosters would be no less than the number in the hub on the date of this Implementing Agreement. In the event that number is exceeded because of engineers coming into the hub from other locations in line with their system seniority, the excess may be reduced by the Carrier by forcing junior surplus engineers out of the hub. In the application of this Side Letter, it is understood that engineers coming into the hub from other locations do so as a seniority move and such moves do not trigger relocation benefits. If such moves result in Carrier reducing surplus junior engineers out of the hub, such forced engineers would be eligible for relocation benefits.

If the foregoing adequately and accurately sets forth our agreement regarding this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

M. A. Hartman
General Director - Labor Relations

Side Letter No. 21
April 15, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Page 2

AGREED:

D. E. Thompson
General Chairman BLE

D. E. Penning
General Chairman BLE

J.R. Koonce
General Chairman BLE

cc: D. M. Hahs
Vice President, BLE

J. L. McCoy
Vice President, BLE

April 15, 1998

MR D E PENNING
General Chairman BLE
12531 Missouri Bottom Road
Hazelwood, MO, 63042

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR JOHN R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This has reference to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

With regard to the slotted pools described in Articles I.A.2.a., I.A.3.a., I.A.4.a., I.A.5.a., and I.B.2.a., it was requested by the Organization that those engineers exercising prior rights to slots designated as "UP" and "CEI" slots, the engineers bidding such slots will be assigned thereto based upon their first date of entry into engine service, i.e., their fireman seniority date. It was understood this request applied only to those certain slotted pool turns designated as "UP" and "CEI" slots.

Carrier is agreeable to this request.

Yours truly,

M. A. Hartman
General Director - Labor Relations

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM ROAD
HAZELWOOD MO 63042

MR D E (GENE) THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR J R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our negotiations of this Hub, the Carrier requested a modification of certain existing rules. To address that issue we agreed to the following:

The provisions of Letter Agreement No. 1 to the December 9, 1988, UP-MKT Merger Implementing Agreement, including all subsequent interpretative arbitration decisions pertaining thereto, shall be preserved and remain in full force and effect as to those locomotive engineers establishing seniority in the St. Louis Hub and who maintain a date as a locomotive engineer preceding the date of Letter Agreement No. 1 (December 9, 1988). This application of Letter Agreement No. 1 shall apply to all engineers of all former properties who establish St. Louis Hub seniority. In addition, Letter Agreement No. 1 shall continue to apply to those locomotive engineers who exercise seniority into the Kansas City Hub under the following conditions:

- a. The engineer has a seniority date as a locomotive engineer preceding the date of Letter Agreement No. 1 (December 9, 1988); and
- b. The engineer exercises prior rights seniority to the reverse lodging pool at Jefferson City.

The provisions of the above-referenced agreement shall have no application to any other engineers except those with a seniority date preceding December 9, 1988, as described above, nor shall they apply to any employee establishing seniority as a locomotive engineer in the St. Louis or Kansas City Hubs subsequent to the respective Merger Implementing Agreements.

Side Letter No. 23
April 15, 1998
Mr. D. E. Penning
Mr. J. R. Koonce
Mr. D. E. Thompson
Page Two

This Memorandum Letter of Agreement is made with the understanding it is without prejudice to the positions of the respective parties and it will not be cited by any party in any other negotiation or proceeding.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

J.M. Raaz
Assistant Vice President
Labor Relations

AGREED:

D.E. Penning
General Chairman, BLE

J.R. Koonce
General Chairman, BLE

D.E. Thompson
General Chairman, BLE

CC: MR DON M HAHS
VICE PRESIDENT BLE
1011 ST ANDREWS
KINGSWOOD TX 77339

MR J L McCOY
VICE PRESIDENT BLE
6084 BELLE FOREST DR
MEMPHIS TN 38115

April 15,1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM ROAD
HAZELWOOD MO 63042

MR D E (GENE) THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR J R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our negotiations of this Hub, the Carrier requested a modification of certain existing rules. To address that issue we agreed to the following:

The current rule entitled "Laying Off and Leave of Absence" dated October 22, 1952, and contained on Page 250 of the current Collective Bargaining Agreement will be amended as follows:

"ITEM 1. "When employees in engine service are permitted to lay off, they must not be absent in excess of 15 days, except in the case of sickness or injury, without having formal leave in writing, granted in accordance with the provisions of this Agreement."

The remainder of the rule remains unchanged.

This Memorandum Letter of Agreement is made with the understanding it is without prejudice to the positions of the respective parties and it will not be cited by any party in any other negotiation or proceeding.

Side Letter No. 24
April 15, 1998
Mr. D. E. Penning
Mr. J. R. Koonce
Mr. D. E. Thompson
Page Two

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

J.M. Raaz
Assistant Vice President
Labor Relations

AGREED:

D.E. Penning
General Chairman, BLE

J. R. Koonce
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

CC: MR DON M HAHS
VICE PRESIDENT BLE
1011 ST ANDREWS
KINGSWOOD TX 77339

MR J L McCOY
VICE PRESIDENT BLE
6084 BELLE FOREST DR
MEMPHIS TN 38115

April 15, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM ROAD
HAZELWOOD MO 63042

MR D E (GENE) THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR J R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our negotiations of this Hub, the Carrier requested a modification of certain existing rules. To address that issue we agreed to the following:

Article 4, specifically, the Memorandum of Agreement entitled "Local Freight Train Service" contained in Pages 11 and 12 of the current Agreement will be interpreted and applied as follows:

The territories to which this rule applies will not be expanded by the addition of other than former MP Upper Lines territories. The Agreement will apply only to those territories (subdivisions) as described.

Additionally, the reference to "subdivisions which do not show any trains in time table," contained in Section 1 of this Memorandum, refers only to the Missouri Pacific Railroad's time table in effect on August 10, 1946.

The territories subsequently added as a result of merging with other properties will not be subject to the requirements of Section 1 of this Memorandum.

Side Letter No. 25
April 15, 1998
Mr. D. E. Penning
Mr. J. R. Koonce
Mr. D. E. Thompson
Page Two

This Memorandum Letter of Agreement is made with the understanding it is without prejudice to the positions of the respective parties and it will not be cited by any party in any other negotiation or proceeding.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

J.M. Raaz
Assistant Vice President
Labor Relations

AGREED:

D.E. Penning
General Chairman, BLE

J.R. Koonce
General Chairman, BLE

D.E. Thompson
General Chairman, BLE

CC: MR DON M HAHS
VICE PRESIDENT BLE
1011 ST ANDREWS
KINGSWOOD TX 77339

MR J L McCOY
VICE PRESIDENT BLE
6084 BELLE FOREST DR
MEMPHIS TN 38115

April 15, 1998

MR D E PENNING
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12531 MISSOURI BOTTOM ROAD
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GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY MO 63780

MR J R KOONCE
GENERAL CHAIRMAN BLE
5050 POPLAR AVE STE 501
MEMPHIS TN 38157

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub entered into this date.

During our negotiations of this Hub, the Carrier requested a modification of certain existing rules. To address that issue we agreed to the following:

1. Article 26(D) of the designated collective bargaining agreement shall remain in full force and effect except as specifically described below. The following exceptions are applicable only in the St. Louis Hub:
 - a. Freight pool and extra board engineers filling regular assigned engineer vacancies standing first out on the board at time of call and after taking charge of the train will not be considered runaround when another freight pool or extra board engineer called subsequent to the first out engineer departs from a separate location ahead of the first out engineer. Separate location is defined to mean yards, tracks, or exchange points, which would require a crew van to accomplish the engineer exchange.

NOTE: Freight pool and extra board engineers called to deadhead will continue to be exchanged with other freight pool engineers on duty in order to comply with the first-in/first-out provisions of Article 26(D) and National Railroad Adjustment Board Award No. 24679, except it will not be necessary to exchange engineers when the working engineer is called to handle a train from the A&S and the deadhead engineer is called to deadhead from Dupo. This exception applies to all pools operating out of the St. Louis Hub.

Side Letter No. 26
April 15, 1998
Mr. D. E. Penning
Mr. J. R. Koonce
Mr. D. E. Thompson
Page Two

- b. Freight pool and extra board engineers filling regular assigned engineer vacancies standing first out on the board at time of call when required to relieve a train on the far side of the terminal under the "25-mile zone" provisions of this Agreement will be considered as having departed the terminal when such engineer departs in the conveyance to said train.
 - c. Because of recent experience with start up of new hub operations and to alleviate additional confusion during the initial three (3) pay periods after St. Louis Hub implementation, the terminal runaround rule will be suspended. No departure runarounds will be claimed during that period. Subsequent to those three (3) pay periods, all the provisions of Article 26(D) and the provisions of this Memorandum Letter of Agreement will be in full force and effect.
2. Regularly assigned pool freight engineers in the Salem-Dexter and Dupo-Dexter pools will receive full mileage for deadheads from terminal to terminal in excess of two (2) in a pay period. For the application of this Section 2, the Carrier may deadhead other than the first-out engineers without penalty in order to avoid deadheading an engineer more than two times in a pay period.
3. A pool freight engineer arriving at the far terminal out of position will, upon arrival at the far terminal, be placed in the same relative position on the board as the engineer held at the home terminal. If the engineer cannot be returned to the proper position because the engineer has not received the necessary Hours of Service rest, the engineer will, upon arrival at the home terminal, be placed in the same relative position on the board as the engineer held at the home terminal at the start of the previous trip.

This Memorandum Letter of Agreement is made with the understanding it is without prejudice to the positions of the respective parties and it will not be cited by any party in any other negotiation or proceeding.

Side Letter No. 26
April 15, 1998
Mr. D. E. Penning
Mr. J. R. Koonce
Mr. D. E. Thompson
Page Three

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

J.M. Raaz
Assistant Vice President, Labor Relations

AGREED:

D.E. Penning
General Chairman, BLE

J.R. Koonce
General Chairman, BLE

D. E. Thompson
General Chairman, BLE

CC: MR DON M HAHS
VICE PRESIDENT BLE
1011 ST ANDREWS
KINGSW000 TX 77339

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VICE PRESIDENT BLE
6084 BELLE FOREST DR
MEMPHIS TN 38115

QUESTIONS AND ANSWERS - ST. LOUIS HUB

ARTICLE I - WORK AND ROAD POOL CONSOLIDATION

- Q.1. What is the impact of the terminal operations at terminals where both the former UP and SSW/SPCSL had yards/terminal operations being “consolidated into a single operation”?
- A.1. In a consolidated terminal, all road crews can receive/leave their trains at any location within the boundaries of the new consolidated Terminal and may perform work anywhere within those boundaries pursuant to the applicable collective bargaining agreement. The Carrier will designate the on/off duty points for road crews. All rail lines, yards, and/or sidings within the Terminal are considered as common to all crews working in, into and out of the Terminal and all road crews may perform all permissible road/yard moves pursuant to the applicable collective bargaining agreements.
- Q.2. Is it the intent of this agreement to use engineers beyond the 25-mile zone?
- A.2. No.
- Q.3. Since the 25-mile zone provisions specify that engineers may be called to receive “the train for which they were called”, does this preclude their use under such 25-mile zone provision for any other train?
- A.3. Yes, unless other pre-existing local agreements or practices permit otherwise.
- Q.4. What is intended by the words “at the basic pro rata through freight rate” as used in this Agreement?
- A.4. Payment would be at the high (unfrozen) through freight rate of pay which is applicable to the service portion of the trip.
- Q.5. How will initial terminal delay be determined when performing service as in the 25-mile zone?
- A.5. Initial terminal delay for engineers entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when a crew operates back through the on-duty point. Operation back through the on-duty point shall be considered as operating through an intermediate point.
- Q.6. How is a crew which received their train in the twenty-five (25) mile zone on the far side of the terminal compensated?
- A.6. When so used, the crew shall be paid an additional one-half (1/2) basic day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal is greater than four (4) hours, they shall be paid on a minute basis at the basic pro rata through freight rate. Miles within the 25-mile zone shall not be added to the district miles of the run. Time spent within the zone does not factor into the computation of overtime; however, if

the time spent within the zone, if factored into the computation of overtime, would produce road overtime earnings for the tour of duty in excess of the minimum four (4) hour payment, the higher overtime earnings would apply.

- Q.7. If a crew in the twenty-five (25) mile zone is delayed in bringing the train into the origin terminal so that it does not have time to go to the destination terminal, what will happen to the crew?
- A.7. If the crew had operated back through the origin terminal, they will be transported to the destination terminal, unless emergency conditions (i.e., acts of God, derailment, etc.) prevent such, and be paid district miles, overtime where applicable and a minimum of four (4) hours at the basic pro rata through freight rate.
- Q.8. In regards to Question 6 above. What happens if a crew in the twenty-five (25) mile zone is delayed and does not depart the origin terminal a second time?
- A.8. If the crew origin terminal is the home terminal will be released at the origin terminal and paid a basic day, including overtime when applicable, in addition to the minimum of four (4) hours at the basic pro rata through freight rate for working the 25-mile zone. If the origin terminal is the away terminal, the crew will be deadheaded to the destination terminal, except in cases of emergency (i.e., Acts of God, derailment, etc.).
- Q.9. Is it the intent of this agreement to use engineers in the 25-mile zone if not qualified to operate on that territory?
- A.9. No. It is not the intent of this agreement to require engineers to operate against their will within the 25-mile zone if not familiar with such territory.
- Q.10. Do the 25-mile zone provisions, including the pay provisions thereof, apply to all engineers?
- A.10. These provisions apply equally to pre-1985 engineer, post-1985 engineers, and engineers hired/promoted subsequent to the provisions of this agreement.
- Q.11. Is the ½ day at the basic pro rata through freight rate for operating in the 25-mile zone frozen and/or is it a duplicate payment/special allowance?
- A.11. No, it is subject to future wage adjustments and it is not a duplicate pay/special allowance.
- Q.12. When an engineer is used for hours of service relief at the away from home terminal pursuant to this Agreement may he be used to provide relief for more than one train?
- A.12. No, when the engineer returns to the away from home terminal after performing hours of service relief (on only one train) he will stand first out upon arrival subject to rest and he shall next be either deadheaded or perform actual service to the home terminal.

Q.13. In Article I.A.2.a., I.A.3.a., I.A.4.a., I.A.5.a., and I.B.2.a., it is provided that the Carrier and the Organization will mutually agree on the number of turns subject to the slotting arrangement. When will this agreement be accomplished?

A.13. At the time the parties meet to evaluate equity data per Side Letter No. 14.

ARTICLE II - SENIORITY CONSOLIDATIONS

Q.1. What is the status of pre-October 31, 1985 trainmen/firemen seniority?

A.1. Trainmen/firemen seniority will be in negotiations/arbitration with the appropriate Organization. Employees will be treated as firemen should they not be able to hold as an engineer. Those currently "treated as" will continue such status.

Q.2. What is the status of post-October 31, 1985 trainmen/firemen seniority?

A.2. A post-October 31, 1985 engineer will exercise their seniority as a trainman/fireman in accordance with the applicable agreements should they not be able to hold as an engineer.

ARTICLE III - EXTRA BOARDS

Q.1. Will extra boards established under this section be confined to protecting extra work exclusively within the zone in which established?

A.1. Except for the common extra board at Salem, all extra boards will only protect extra work within one zone. After implementation, should the Carrier desire to establish extra boards which protect extra work in more than one zone, this will be done pursuant to the existing collective bargaining agreement, and the parties must reach agreement as to how engineers from the zones involved will be allowed to exercise seniority to such extra board(s). Failure to reach such agreement, common seniority will be used.

Q.2. Are these guaranteed extra boards?

A.2. The provisions of the designated collective bargaining agreement shall apply.

ARTICLE IV - APPLICABLE AGREEMENTS

Q.1. When the Merger Implementing Agreement becomes effective what happens to existing claims previously submitted under the prior agreements?

A.1. The existing claims shall continue to be handled in accordance with the former agreements and the Railway Labor Act. No new claims shall be filed under those former agreements once the time limit for filing claims has expired.

ARTICLE V - FAMILIARIZATION

Q.1. An engineer who makes familiarization trips only on the portion of the geographic territory where he intends to work may later exercise to another part of the territory with which he is not familiar. Does this Agreement apply to the necessary additional familiarization trips?

- A.1. Yes, no matter how much time has elapsed from date of implementation of this Agreement.
- Q.2. Who will approve an engineer as being properly familiarized on a new territory?
A.2. An engineer will not be considered qualified on a new territory until check ride is given by the designated Carrier officer as per the requirements of 49 CFR, Parts 240.127 and 240.129.
- Q.3. May a brakeman, conductor, other employee not specified in the Agreement be used to familiarize an engineer on an unfamiliar geographic territory?
A.3. No.
- Q.4. If an unqualified extra engineer stands first out for an assignment and the next extra engineer is qualified, may the first out extra engineer be run-around?
A.4. No. The first out extra engineer will be called for the assignment and the next out engineer qualified will be called to act as a pilot.
- Q.5. How shall a qualified engineer used as pilot be compensated?
A.5. The same as if he had operated the train.

ARTICLE VII - PROTECTIVE BENEFITS AND OBLIGATIONS

Section A:

- Q.1. What is blanket certification?
A.1. An understanding reached by the parties that an employee will be provided the benefits of the applicable labor protective conditions without having to prove he was adversely affected as a result of implementation of this Agreement.
- Q.2. How will test period earnings be calculated for employees returning to service following extended absence (a period of one year or more)?
A.2. Their test period earnings will be the average of the test period earnings of the two (2) employees below and two (2) employees above on the pre-merger rosters working in the same class of service.
- Q.3. How will test period earnings be calculated for part time union officers?
A.3. In the same manner as question 2, Answer 2 above.
- Q.4. How does the Carrier calculate test period earnings if, during the last twelve (12) months, an employee has missed two (2) months compensated service?
A.4. The Carrier will go back fourteen (14) months (or however many months necessary) to calculate the test period earnings based on twelve (12) months compensated service.

- Q.5. How will an employee be advised of his test period earnings?
A.5. Test periods will be furnished to each individual and their appropriate General Chairman.
- Q.6. An employee is off one or more days of a month in the test period account of an on-duty personal injury. Will that month be used in computing test period averages?
A.6. Yes, if the employee performed other compensated service during the month.
- Q.7. An engineer protects an extra board which pays a bonus day to an employee who stays marked up on the board for the entire month. Is this payment included in calculation of test period earnings?
A.7. Yes.
- Q.8. Is vacation pay received during the test period considered as compensation?
A.8. Yes.
- Q.9. If an engineer is on vacation the entire month and the vacation pay therefor is less than his TPA, would he be entitled to draw a displacement for the difference?
A.9. Yes.
- Q.10. How is length of service calculated?
A.10. It is the length of continuous service an employee has in the service of the Carrier, as defined in the Washington Job Protection Agreement of 1936.
- Q.11. If an employee has three years of engine service and three years of train service, how many years of protection will they have?
A.11. Six.
- Q.12. Claims for a protection guarantee are subject to offset when an employee is voluntarily absent. How are such offsets computed?
A.12. A prorated portion of the guarantee is deducted for each twenty-four (24) hour period or portion thereof. The proportion varies depending on the number of days in the month and the rest days of a regularly assigned employee. For example, in a thirty (30) day month, the through freight deduction would be 1/30th. For an employee assigned to a six (6) day local, the proration would be 1/26th or 1/27th, depending on how rest days fell. For an unassigned yard employee, the proration would be anywhere from 1/20th to 1/24th, depending on how the rest days fall. A deduction will not be made for an employee required to lay-off due to mileage regulations.
- Q.13. An employee assigned to the extra board lays off for one day. During the period of lay-off, he would not have otherwise had a work opportunity. What offset should be made in the employee's protective claim?
A.13. A pro rata portion of the guarantee is deducted, such proportion depending on the number of days in the month, i.e., 1/28th, 1/29th, 1/30th or 1/31st. [Except mileage regulation lay-off].

- Q.14. What prorated portion of a protection guarantee will be deducted for an employee working on a guaranteed extra board whereon such employee is entitled to lay off up two (2) days per month without deduction of the extra board guarantee?
- A.14. No deduction will be made from the protection guarantee for the first two (2) days of layoff during the month. Layoffs in excess of two (2) will result in a prorated deduction from the protection guarantee on the basis of the number of days in the month for each day of layoff in excess of two. [Except mileage regulation lay-off.]
- Q.15. How will employees know which jobs are higher rated?
- A.15. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.
- Q.16. Will specific jobs be identified in each grouping?
- A.16. Pools, locals and extra boards, with different monetary guarantees, may be identified separately but yard jobs and road switchers will not be.
- Q.17. What rights does an employee have if he is already covered under labor protection provisions resulting from another transaction?
- A.17. Section 3 of New York Dock permits employees to elect which labor protection they wish to be protected under. By agreement between the parties, if an employee has three years remaining due to the previous implementation of Interdivisional Service the employee may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. If an employee elects New York Dock then he/she cannot later go back to the original protection even if additional years remain. It is important to remember that an employee may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.
- Q.18. Will the Carrier offer separation allowances?
- A.18. The Carrier will review its manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations. Article I Section 7 of New York Dock permits an employee that is "dismissed" as defined by New York Dock to request a separation allowance within seven days of his/her being placed in dismissed status in lieu of all other benefits.
- Q.19. Does an employee who elects to exercise his seniority outside the St. Louis Hub and not participate in the formulation of rosters for the new St. Louis Hub qualify for wage protection?
- A.19. The certification agreed to under Article VII applies only to those employees who are slotted on the newly formed St. Louis Hub rosters.

- Q.20. In applying the “highest rated job” standard to a protected employee, may the Carrier require an employee to take a higher rated job (or use those earnings as an offset against the protection guarantee) which would require a change in residence?
- A.20. No, unless the job is protected from that source of supply point.

Section B:

Q.1. Who is required to relocate and is thus eligible for the allowance?

A.1. An engineer who can no longer hold a position at his location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs or forced to a location and released.

Q.2. Are there mileage components that govern the eligibility for an allowance?

A.2. Yes, the engineer must have a reporting point farther than his old reporting point and at least 30 miles between the current home and the new reporting point and at least 30 miles between reporting points.

Q.3. Can you give some examples?

A.3. The following examples would be applicable.

Example 1: Engineer A lives 80 miles east of St. Louis and works a yard assignment at St. Louis. As a result of the merger he is assigned to a yard job with an on duty at Salem. Because his new reporting point is closer to his place of residence no relocation allowance is given.

Example 2: Engineer B lives 35 miles east of East St. Louis and goes on duty at the SP yard office in East St. Louis. As a result of the merger he goes on duty at the UP yard office in East St. Louis which is one mile away. No allowance is given.

Example 3: Engineer C lives in Bloomington and is unable to hold an assignment at that location and must place on an assignment at Villa Grove. The engineer meets the requirement for an allowance and whether he is a homeowner, a homeowner who sells their home or a non-homeowner determines the amount of the allowance.

Example 4: Engineer D lives in Salem and can hold an assignment in Salem but elects to place on an assignment at St. Louis. Because the engineer can hold in Salem, no allowance is given.

Q.4. Why are there different dollar amounts for non-home owners and homeowners?

A. 4. New York Dock has two provisions covering relocating. One is Article I Section 9 Moving expenses and the other is Section 12 Losses from home removal. The \$10,000 is in lieu of New York Dock moving expenses and the additional \$10,000 or \$20,000 is in lieu of loss on sale of home.

- Q.5. Why is there a set amount offered on loss on sale of home?
A.5. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or may not want to go through the procedures to claim the loss under New York Dock.
- Q.6. What is loss on sale of home for less than fair value?
A.6. This refers to the loss on the value of the home that results from the Carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.
- Q.7. Can you give an example?
A.7. Prior to the merger announcement a home was worth \$60,000. Due to numerous employees transferring from a small city the value drops to \$50,000. Upon approval of the sale by the Carrier employee is entitled to \$10,000 under Section 12 and the expenses provided under Section 9, or the owner can claim the in lieu of amount of \$30,000.
- Q.8. If the parties cannot agree on the loss of fair value what happens?
A.8. New York Dock Article I Section 12 (d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.
- Q.9. What happens if an employee sells a home valued at \$50,000 for \$20,000 to a family member?
A.9. That is not a bona fide sale and the employee would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.
- Q.10. What is the most difficult part of New York Dock in the sale transaction?
A.10. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.

SIDE LETTER NO. 2

- Q.1. Will an engineer gain or lose vacation benefits as a result of the merger?
A.1. SSW/SPCSL engineers will retain the number of weeks vacation earned for 1998 and 1999 that they would have earned under their previous vacation agreement. Beginning with the 2000 calendar year they will be treated as if they had always been a UP engineer and will earn identical vacation benefits as a UP engineer who had the same hire date and same work schedule.
- Q.2. When the agreement is implemented, which vacation agreement will apply?
A.2. The vacation agreements used to schedule vacations for 1998 will be used for the remainder of 1998 and in 1999.

Q.3. Will personal leave be applicable to SSW/SPCSL engineers in 1998?

A.3. Personal leave days for SSW/SPCSL engineers will apply effective January 1, 1999. The number of personal leave days applicable to SSW/SPCSL engineers in 1998 will be prorated based upon actual implementation date.

Attachment "A"

Finance Docket No. 28250

Appendix III

ATTACHMENT "B"

Pool Allocation

St. Louis - Dexter Pool (50 turns); former UP 54%; former SSW 46%.

- | | |
|---------|---------|
| 1. UP | 26. SSW |
| 2. SSW | 27. UP |
| 3. UP | 28. SSW |
| 4. SSW | 29. UP |
| 5. UP | 30. SSW |
| 6. SSW | 31. UP |
| 7. UP | 32. SSW |
| 8. SSW | 33. UP |
| 9. UP | 34. SSW |
| 10. SSW | 35. UP |
| 11. UP | 36. SSW |
| 12. SSW | 37. UP |
| 13. UP | 38. UP |
| 14. UP | 39. SSW |
| 15. SSW | 40. UP |
| 16. UP | 41. SSW |
| 17. SSW | 42. UP |
| 18. UP | 43. SSW |
| 19. SSW | 44. UP |
| 20. UP | 45. SSW |
| 21. SSW | 46. UP |
| 22. UP | 47. SSW |
| 23. SSW | 48. UP |
| 24. UP | 49. SSW |
| 25. UP | 50. UP |

(Turns in excess of the highest number shown herein will be filled by engineers from the zone roster, and thereafter from the common roster.)

ATTACHMENT "C"

Pool Allocation

Dexter - Memphis Pool (6 turns); former UP 100%.

- 1. UP**
- 2. UP**
- 3. UP**
- 4. UP**
- 5. UP**
- 6. UP**

(Turns in excess of the highest number shown herein will be filled by engineers from the zone roster, and thereafter from the common roster.)

ATTACHMENT "D"

Pool Allocation

St. Louis - Jefferson City Pool (41 turns); former UP 69%; former SSW 31%.

- | | |
|---------|---------|
| 1. UP | 22. UP |
| 2. SSW | 23. UP |
| 3. UP | 24. UP |
| 4. UP | 25. SSW |
| 5. SSW | 26. UP |
| 6. UP | 27. UP |
| 7. UP | 28. SSW |
| 8. UP | 29. UP |
| 9. SSW | 30. UP |
| 10. UP | 31. SSW |
| 11. UP | 32. UP |
| 12. SSW | 33. UP |
| 13. UP | 34. SSW |
| 14. UP | 35. UP |
| 15. SSW | 36. UP |
| 16. UP | 37. UP |
| 17. UP | 38. SSW |
| 18. SSW | 39. UP |
| 19. UP | 40. UP |
| 20. UP | 41. SSW |
| 21. SSW | |

(Turns in excess of the highest number shown herein will be filled by engineers from the zone roster, and thereafter from the common roster.)

ATTACHMENT "E"

Pool Allocation

Salem - Dexter Pool (32 turns); former UP 75%; former CEI 25%.

1.	UP	17.	UP
2.	UP	18.	UP
3.	CEI	19.	CEI
4.	UP	20.	UP
5.	UP	21.	UP
6.	UP	22.	UP
7.	CEI	23.	CEI
8.	UP	24.	UP
9.	UP	25.	UP
10.	UP	26.	UP
11.	CEI	27.	CEI
12.	UP	28.	UP
13.	UP	29.	UP
14.	UP	30.	UP
15.	CEI	31.	CEI
16.	UP	32.	UP

(Turns in excess of the highest number shown herein will be filled by engineers from the zone roster, and thereafter from the common roster.)

ATTACHMENT "F"

Pool Allocation

St. Louis - S. Pekin/Bloomington/Villa Grove Pool (30 turns); former CEI 65%; former SPCSL 35%.

- | | | | |
|-----|-------|-----|-------|
| 1. | CEI | 16. | SPCSL |
| 2. | SPCSL | 17. | CEI |
| 3. | CEI | 18. | CEI |
| 4. | CEI | 19. | SPCSL |
| 5. | SPCSL | 20. | CEI |
| 6. | CEI | 21. | CEI |
| 7. | CEI | 22. | SPCSL |
| 8. | SPCSL | 23. | CEI |
| 9. | CEI | 24. | CEI |
| 10. | CEI | 25. | SPCSL |
| ii. | SPCSL | 26. | CEI |
| 12. | CEI | 27. | CEI |
| 13. | SPSCL | 28. | SPCSL |
| 14. | CEI | 29. | CEI |
| 15. | CEI | 30. | CEI |

(Turns in excess of the highest number shown herein will be filled by engineers from the zone roster, and thereafter from the common roster.)

MILEAGE OF RUNS

ATTACHMENT "G"

<u>From/To Terminals</u>	<u>Miles Run</u>
St. Louis (Dupo) to Villa Grove	158
St. Louis (Dupo) to South Pekin	136
St. Louis (Valley Jct.) to Bloomington (via ALS)	163
St. Louis (Valley Jct.) to Bloomington (via TRRA)	161
St. Louis (Dupo) to Chicago (Yard Center)	286
St. Louis (Dupo) to Dexter (via Chester)	166
St. Louis (ALS) to Dexter (via Chester)	172
St. Louis (Dupo) to Dexter (via Poplar Bluff)	201
Salem to Villa Grove	107
Salem to Chicago (Yard Center)	235
Salem to Dexter (via Gorham/Illmo)	174
St. Louis (Dupo) to Jefferson City	133
Dexter to Memphis (via Wynne)	172
Dexter to Memphis/NS (via Wynne)	178
Dexter to Memphis (via Bald Knob)	242
Dexter to Memphis (via Brinkley)	219

All mileages shown are approximations and are subject to final verification.

ATTACHMENT "H"

HEALTH AND WELFARE BENEFITS FORM

In order to insure appropriate health and welfare benefits are maintained for affected employees as a result of the UP/SP merger, one of the following options must be selected within ninety (90) days from the date this form is received by employees who transfer from one collective bargaining agreement to another:

_____ (A) Elect to maintain present coverage.

_____ (B) Elect to accept the health and welfare coverage applicable to the territory to which transferred.

An employee failing to make an election within the above time frame shall be considered as having retained present coverage under Option (A).

(Employee Name)

(Social Security Number)

(Craft)

(Location)

MAIL TO:

Joe Cvetas
Union Pacific Railroad Company
1416 Dodge Street, Room 332
Omaha, NE 68179