

**MERGER IMPLEMENTING AGREEMENT
(Dallas Ft. Worth (DFW) Hub)**

between the

**UNION PACIFIC RAILROAD COMPANY
SOUTHERN PACIFIC TRANSPORTATION COMPANY**

and the

UNITED TRANSPORTATION UNION

In Finance Docket No. 32760, 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 ("SP"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and The Denver & Rio Grande Western Railroad Company ("DRGW") (collectively referred to as "SP"). In approving this transaction, the STB imposed New York Dock labor protective conditions.

In order to achieve the benefits of operational changes made possible by the transaction, to consolidate the seniority of all employees working in the territory covered by this Agreement into one common seniority district covered under a single, common collective bargaining agreement,

IT IS AGREED:

I. DALLAS FT. WORTH HUB

- A.** A new seniority district entitled the Dallas Ft. Worth Hub ("Hub") shall be created that encompasses the following area: Toyah (including) to Mesquite (including); Childress (including) to Ft. Worth (including) on the trackage rights; Winfield (not including) to Ft. Worth (including) on the trackage rights; Wichita (not including) to Taylor (not including) and Hearne/Valley Jct. including); Dallas (including) south to Ennis (including); Piano Jct southwest to Ft. Worth and Ft. Worth northeast to McAlester. (This includes all main and branch lines, industrial leads and stations between the points identified).
- B.** Employees with home terminals within the DFW Hub may work to points outside the Hub without infringing on the rights of other employees in other Hubs and employees outside the Hub may work to points inside the Hub without infringing on the rights of employees inside the DFW Hub. The Hub

identifies the on-duty points for assignments and not the boundaries of such assignments.

EXAMPLE 1: A road switcher on duty at Mesquite may work in any direction up to the limits of its radius as set by the controlling agreement, irrespective of the territorial description (boundaries) of the Hub.

EXAMPLE 2: In accordance with the provisions of this agreement, a through freight train out of Ft. Worth may operate to points outside the territorial definitions of the DFW Hub, such as to Smithville.

NOTE 1: There are several points where employees in this Hub work on tracks also used by employees of other Hubs such as between Taylor and Hearne and between Mesquite and Ft. Worth. The entering into this agreement does not interfere with those operations.

- C.** If an assignment goes on duty at the dividing point between two Hubs and the work is performed in the other Hub except for terminal work at the dividing point then that assignment shall be part of the Hub where the road work is performed, however short term vacancies will be protected by the designated extra board.

EXAMPLE: The Heame to Giddings local performs all road work in the San Antonio Hub and terminal work in the DFW Hub. The regular assignment would be protected by San Antonio trainmen and vacancies protected by the DFW extra board at Heame/Valley Jct.

- D.** When new local(s) and/or through freight run(s) (assignments) are established after the implementation date of this agreement and not provided for in this agreement that will have an on duty point in this Hub and work both inside the Hub and outside the Hub, they shall be established in accordance with Article IX of the 1985 National Agreement
- E.** There are several assignments that currently work into the DFW Hub such as the Longview - Ft. Worth Pool and the entering into this agreement does not interfere with their continued operation.

II. SENIORITY AND WORK CONSOLIDATION.

- A.** Trainmen seniority in the DFW Hub shall be a combination of prior rights and common rights. The DFW Hub shall be divided into five prior right zones as follows:
1. Zone 1 shall consist of the territory from Ft. Worth/Dallas North to Childress, Chickasha, McAlester and Purcell, non yard assignments between Ft. Worth and Mesquite and GSW assignments.
 2. Zone 2 shall consist of the territory from Chickasha (including) north to Wichita/Winfield, the Lawton branch and the Oklahoma City branch.
 3. Zone 3 shall consist of the territory from Ft. Worth/Dallas South to Heame, Taylor and through freight rights to Smithville.
 4. Zone 4 shall consist of the territory from Ft. Worth West to Toyah.
 5. Zone 5 shall consist of the Ft. Worth and Dallas yard assignments.
- NOTE:** Zones 1, 2 3 and 4 shall have a conductor, brakeman and yardman roster for each zone and zone 5 shall have a yardman roster.
- B.** Eligible trainmen shall be permitted to select prior rights in either Zone 1, 2, 3 or 4 (one zone only), if they have seniority prior to implementation in that area or if there is clear evidence of the alternate routing of trains from one zone to another zone prior to the time of implementation. In addition, trainmen shall be entitled to prior rights in zone 5 with those holding pre merger seniority to yard assignments in Dallas/Ft. worth being placed ahead of those who did not hold pre-merger seniority to any of the yard assignments.
Trainmen that do not currently have seniority in the contemplated zone 5 yard territory may opt out of being placed on the zone 5 prior right roster. Said employees shall then be placed in accordance with their seniority on the common portion of zone 5. Such employees must notify the Carrier at time of canvassing of their desire to exercise this option followed by written confirmation.
- C.** In addition to prior rights, all employees in the DFW Hub shall have common rights to all zones they do not have prior rights in. Common right employees shall be placed on the bottom of the prior right employees on a roster.
- D.** Prior rights employees are those employees who had established a seniority date prior to November 1, 1996. All employees who established seniority after that date shall have no prior rights and shall only have common rights.

- E.** It is possible that an employee will have two dates due to work on more than two different rosters. In this case an employee will be allowed to use the oldest retained service date (SP or UP) that involves work in the Zone.
- F.** Additional prior rights shall exist as follows:
- 1.** Work on the Oklahoma City subdivision is being transferred to Zone 2 from the Coffeyville seniority roster. Employees currently performing that work shall have first rights to follow that work and have prior rights on the Zone 2 roster and these non pool assignments. If the employees currently performing this work do not elect to transfer with the work then employees from the pre merger protecting roster shall have the right to bid on the assignments and have the same prior rights. Should sufficient employees not place on these assignments the assignments shall revert to other DFW Hub employees. In addition one extra board employee from the pre merger roster shall have a one time opportunity to move to Zone 2 as a prior right employee.
 - 2.** Great Southwest - former GSW employees shall retain and continue to accumulate seniority in all classes of service where they currently hold seniority.
 - 3.** The Hearne/Valley Jct. combination extra board shall protect work for a portion of all Hubs that run into Hearne/Valley Jct. As such the two Hubs of Longview and Houston shall be allowed to place two employees each into zone 3 of the DFW Hub and work positions in accordance with their seniority. Should the employees from the other Hubs fail to elect to come into zone 3 at the initial roster slotting then no further movement shall be allowed. Once slotted into zone 3 they shall forfeit seniority in the other Hubs.
 - 4.** Two zone 1 prior right employees may select zone 3 prior rights at time of canvassing and relinquish zone 1 prior rights. If not selected at that time, no further rights to change prior rights exist for them after implementation.
 - 5.** Applications shall be posted for two Longview employees to place in Zone 3 with prior rights. Should these not be filled at the time they shall not be available at a future time. The successful applicants shall forfeit any Longview seniority rights.

G. The new rosters will be created as follows:

1. Trainmen and switchmen assigned on the seniority rosters identified in Section A above will be placed onto brakeman and switchmen dovetailed rosters based upon their earliest retained UTU date within the craft, as applicable in the Zone. Prior right employees shall be placed on the rosters ahead of common employees for each particular roster. This shall include employees working in engine service (with an employee's seniority date on or after January 1, 1998) with trainman's seniority date. If this process results in employees having identical seniority dates, seniority ranking will be determined by the employee's earliest retained hire date with the Carrier. If this continues to result in identical seniority dates then they shall be alternated between the former **UP(IGN/TP/MPUL)** and **SP/SSW** trainmen on a prorated basis.
2. Conductors will be placed on the DFW Hub conductor's seniority rosters as follows:
 - a. For the purpose of placement on the prior right Hub conductor rosters, a temporary list will be constructed by dovetailing **UP (IGN/TP/MPUL)** and **SP/SSW** brakemen using each employee's earliest retained UTU brakeman's date in the zone selected. This temporary brakeman list will be used as a template to determine the designation (**SP/SSW or UP(IGN/TP/MPUL)**) of each position (slot) on the combined conductor roster. Slots on the combined conductor roster will be allocated **SP/SSW or UP(IGN/TP/MPUL)** according to the corresponding position on this brakeman list. This shall be done first for the prior right portion of the roster and again for the common rights portion of the roster. When slotting the rosters the parties shall maintain the integrity of the current rosters between trainmen from the same roster.
 - b. For the purpose of placement on the combined conductor's roster five (5) lists will be made. The lists will be as follows:
 - i) All **SP** conductors by their relative current position.
 - ii) All **UP/IGN** conductors by their relative current position.
 - iii) All **UP/TP/MKT/OKT** conductors by their relative current position.
 - iv) All **SSW** conductors by their relative current position.
 - v) All **UP/MP/OKT** conductors by their relative current position.

- c. The conductor lists in item b above will be used to fill the combined conductor roster slots. If slot 1 on the combined roster is UP/TP and slot 2 is SP then the first conductor on the UP/TP conductor list is placed on slot 1 and the first conductor on the SP conductor list is placed on slot 2. This shall continue until all conductor's are placed on the roster.

EXAMPLE: The brakeman's list for the first four spots is in the following order:

1. **SSW**
2. **TP**
3. **SP**
4. **IGN**

The conductor's roster will have the senior SSW Conductor first, the senior TP conductor second, the senior SP conductor third and the senior IGN conductor fourth irrespective of their actual conductor's seniority date.

- d. Once placed on the roster, the order of employees shall be maintained. When an employee places in the Hub from the inactive roster, the employee will be placed as if they were dovetailed on the original roster.
3. All employees placed on the rosters may work all assignments protected by the roster in accordance with their seniority (prior right and common) and the provisions set **forth** in this agreement and the controlling collective bargaining agreement.
 4. Trainmen who elect to be placed on the DFW Hub Merged Seniority Rosters shall relinquish all seniority outside the Hub upon implementation of this Agreement and all seniority inside the Hub held by trainmen outside the Hub who do not elect to place in this Hub shall be eliminated. Those inside the Hub who elect to hold their seniority in abeyance shall be placed temporarily on the roster until such time as they elect to place on a post DFW Hub roster or there is no further election available to them and by default become a permanent Hub trainman.
 5. Trainmen who are on an authorized leave of absence or who are dismissed and later reinstated will have the right to displace to any Hub and prior rights assignment which may have been established on

his/her former territory, provided his/her seniority at time of selection would have permitted him/her to hold that selection. The parties will create an inactive roster for all such trainmen until they return to service in a Hub or other location at which time they will be placed on the appropriate seniority rosters and remove from the inactive roster. Trainmen who are in engine service with an engineer's seniority date prior to January 1, 1998 shall also be placed on the inactive roster.

- H. All vacancies within the DFW Hub or appropriate zone must be filled prior to any employee being reduced from the working list or prior to employees being permitted to exercise to a reserve board. The Hub and zone reserve board obligations are set forth in Side Letter # 5. This does not eliminate provisions in the CBA that provide for employees to be allowed to remain on reserve boards while other employees are working under said CBA provisions.
- I. Employees will be treated for vacation, payment of arbitraries and personal leave days as though all their service on their original railroad had been performed on the merged railroad. Entry rate provisions shall be governed by the November 11, 1997 letter agreement.
- J. The parties mutually commit to an expedited process of scheduling/conducting conductor promotion classes throughout the DFW Hub so that trainmen hired prior to the New York Dock notice date will have the opportunity to participate in such program on or before March 31, 2000.
- K. The Organization and the Carrier will agree on the cap for each zone's prior rights and the entire Hub.

III. POOL FREIGHT AND OTHER ROAD SERVICE OPERATIONS.

- A. Existing UP and SP pool freight operations in the DFW Hub shall be restructured. Where multiple routes exist between terminals the pools may operate over any and all routes or combination of routes as part of their assignments. Pools identified with a "/" between them such as Taylor/ Hearne/Smithville have multiple away from home terminals with crews being tied up at any one of the locations. The following shall govern such operations.
 - 1. Operations with a home terminal at Ft. Worth shall operate as follows:
 - a. Ft. Worth - Taylor/Hearne/Smithville shall be one pool with multiple away from home terminals.
 - b. Ft. Worth - Sweetwater shall be run as one pool with Sweetwater as the only away from home terminal unless the

local chairman and the Superintendent jointly agree to have two pools, one that interchanges with the BNSF and the other for all other traffic. If two pools then either party may cancel the two pool operation with a ten day written notice to the other party.

- c. Ft. Worth - Childress/Chickasha/Purcell shall be one pool with multiple away from home terminals. Ft. Worth - Wichita Falls work shall be protected by the Ft. Worth North extra board. The Ft. Worth North/East extra board shall protect Ft. Worth - Dallas/ Mesquite work. Employees running between Ft. Worth and Dallas/Mesquite shall not be tied up at Dallas/Mesquite but returned to the on duty point.
- d. Ft. Worth - McAlester shall be one pool.
- e. Ft. Worth - Denison shall be one pool.

2. Operations with a home terminal at Dallas shall operate as follows:

- a. Dallas - Taylor/Hearne shall be one pool with multiple away from home terminals. This pool may also protect aggregate movement to and from Tyler for unloading in the Tyler vicinity. Employees working to Tyler may be deadheaded back home immediately or tied- up at Tyler for no longer than 24 hours.
Longview Hub crews may be used in reverse movement to Dallas with empties. The Dallas road extra board shall protect Dallas/Mesquite - Ft. Worth work. Extra Employees running between Dallas and Ft. Worth shall not be tied up at Ft. Worth but returned to the on duty point.

NOTE: Both **A, 1, c** and **2, a** refer to work between Ft. Worth and Dallas/Mesquite. It is anticipated that shuttle work between these terminals will be needed and such work not protected by assigned service will be handled on an as needed basis by the two extra boards. These extra boards may handle cars in both directions and will be returned to their home terminal after their tour of duty.

3. Operations with a home terminal at Sweetwater shall operate as follows:

- a. Sweetwater - Toyah shall be one pool.

4. Operations with a home terminal at Chickasha shall operate as follows:

- a. Chickasha - Wichita/Winfield shall be one pool with multiple away from home terminals. Operations to Winfield shall be operated through Purcell on the trackage rights line.

NOTE: The pool in a, above may be operated as a directional running pool.

- b. Chickasha - regional pool which operates between Enid - Lawton - Oklahoma City Subdivision and Duncan with Chickasha as the on and off duty point.

5. Aggregate operations with a home terminal at Chico shall operate as follows:

- a. Within the Hub employees may travel to any point, but no further than one tour of duty away from the home terminal. For example, they would not go to Dallas, tie up for rest and then go to Hearne. They will tie up at the home terminal after the second tour of duty. They could take aggregate cars/trains to another point towards their home terminal, however, the aggregate cars do not need to go all the way to the home terminal. For example, If in the first tour of duty they took a train to Dallas, on the second tour they could take an aggregate train to Ft. Worth and then deadhead on to Chico.
- b. They can deliver aggregate trains to any regular pool service point, i.e., Ft. Worth, and pick up aggregate trains from any of these points. For example, a Chico crew can take an aggregate train to Miller yard and a Dallas crew will take it to Hearne. Upon return of the empties to Miller a Chico crew could pick it up there and handle back to Chico or the quarry or another crew that handles traffic between Dallas and Ft. Worth could take it to Ft. Worth. If there is a rested available Chico crew at Miller they would be used first back to Chico.
- c. Outside the hub trainmen can take aggregate trains to points up to and including Terrell, Texas.
- d. Employees assigned to this(these) pool(s) are not restricted in the number of times they may operate/work into or out of Chico or any other location. Employees assigned to this(these) pool(s) may handle/operate more than one aggregate train

during a tour of duty in accordance with the provisions of 5(a) above.

- e. Chico crews will be called for a destination and if hours of service overtakes a crew they will receive rest at the destination or be returned to Chico.

NOTE 1: Nothing in 5 above precludes using crews in turnaround service in one tour of duty or of being deadheaded home after one tour of duty.

NOTE 2: The pool in 5 is an aggregate pool and it is not intended that they be used in non aggregate service. Aggregates are the various rock type products loaded in the area North of Ft. Worth. It is immaterial as to the size of the aggregates.

- 6. Operations with a home terminal at Denison shall operate as follows:

- a. Denison - McAlester shall operate as one pool.

- B. The terms and conditions of the pool operations set forth in Article III A.1 -6 above shall be the same for all pool freight runs whether run as combined pools or separate pools except as set forth in 11 and 12 below. The terms and conditions are those of the designated collective bargaining agreement as modified by subsequent national agreements, awards and implementing documents and those set forth in this Agreement.

- 1. The parties shall prepare a mileage chart which shall be used for service between the points therein. The chart will reflect three additional road miles for the runs to Hearne/Valley Jct. due to the rearrangement of the terminal limits at that location.
- 2. Overtime will be paid to all trainmen after the expiration of twelve (12) hours on duty, however employees presently eligible to receive overtime prior to the expiration of twelve (12) hours will continue to receive overtime pursuant to such arrangements. (November 11, 1997 letter) This shall apply to all trainmen hired prior to implementation. For those hired after the implementation date of this Agreement, overtime will be paid in accordance with Article IV of the 1991 UTU National Agreement for all other trainmen.
- 3. Transportation will be provided in accordance with Section 2(c) of Article IX of the October 31, 1985 National Agreement.

4. Meal allowances and eating en route will be governed by Section 2(d) and Section 2(e) of Article IX of the October 31, 1985 National Agreement, as amended by the 1991 UTU National Agreement.

5. Crews may use and/or operate over any route or combination of UP and former SP trackage between their initial and final terminal.

EXAMPLE: A Ft. Worth crew could go to Hearne via Ennis, Waco or Taylor, however not through Big Sandy or Longview.

6. There are no train length limitations and no work event restrictions other than those contained in the National Agreements, Awards and implementation Documents and the crew consist provisions of the selected CBA.

7. Pool employees shall receive continuous held-away-from-home terminal pay (HAHT) for all time so held at the far terminal after the expiration of sixteen (16) hours. All other provisions in the selected CBA pertaining to HAHT pay remain unchanged.

8. Overmiles shall be paid at the same rate paid for overmiles in ID runs.

9. Regulation of pools shall be done in accordance with the provisions of the selected CBA.

10. Employees called to a destination shall be paid to that destination and movement to another destination shall only be in accordance with the repositioning provisions in C below.

EXAMPLE: A crew is called to go from Ft. Worth to Hearne via Taylor and expires on the hours of service at Taylor. CMS will not change the call to Taylor and avoid payment to Hearne.

11. Pools with multiple away from home terminals shall be operated on a first in first out basis at both the home and away from home terminals. Each away from home terminal shall have its own calling board for each pool.

EXAMPLE: Heame, Taylor and Smithville will each have a separate AFHT Board for Ft. Worth crews. Likewise, Hearne will have a separate Board for Ft. Worth Crews and a separate board for Dallas crews.

12. The same conditions shall apply to the aggregate pool in A, 5 except all miles worked in excess of the miles encompassed in the basic day shall be paid at the road switcher rate and overtime will be paid based on miles run; however in any case no later than 12 hours and for time in excess of 12 hours until reaching their off duty point.

C. If directional running is implemented between Ft. Worth and Wichita using the BNSF trackage rights, the employee (Chickasha and Ft. Worth) will be transported to the away from home lodging or home terminal, at the completion of the service trip. Trainmen being transported in this manner will be paid the greater of highway mileage at the basic pro rata through freight rate or time consumed on a minute basis at the same rate.

EXAMPLE: A Chickasha crew runs North to Wichita and is transported to Winfield (AFHT). After rest they run to Purcell and are transported to Chickasha (Home Terminal).

D. At all home and away from home terminals, both inside and outside the DFW Hub, pool crews may receive their train up to twenty-five (25) miles on the far side of the terminal and run on through to the scheduled (destination) terminal. Crews shall be paid an additional one-half (1/2) basic day for this service in addition to the miles run between the two terminals. If the time spent in this zone is greater than four (4) hours, then they shall be paid on a minute basis. This payment shall be at the pro rata through freight rate.

EXAMPLE: A Sweetwater - Toyah crew receives their westbound train fifteen (15) miles east of Sweetwater and runs to Toyah. They shall be paid the actual miles established for the Sweetwater - Toyah run and an additional one-half basic day for handling the train from the point fifteen (15) miles east of Sweetwater back through that terminal.

E. Except as provided in **(D)** above, turnaround hours-of-service relief at both home and away from home terminals shall be handled by extra boards, if available, prior to using pool crews in turn around service. At Ft. Worth, which has multiple road extra boards, each extra board will protect this service in the direction outlined in Article V of this agreement. Employees used for this service may be used for multiple trips/dog catches in one tour of duty. Extra boards may handle this service in all directions out of a terminal.

NOTE 1: Nothing in this **Article III (D) and (E)** prevents the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours-of-service relief within road/ yard zone(s), pool crews

performing through freight combined service/ deadheads between terminals, road switchers handling trains within their zones and using a trainman from a following train to work a preceding train.

- F.** Any local, work train, or road switcher service may be established pursuant to the -controlling collective bargaining agreement to operate from any point inside the Hub to any other point within or outside the new seniority district with the on duty point being within the DFW Hub except as provided in of Article 1, C and D.
- G.** New pool operations not covered in this implementing Agreement between Hubs or one Hub and a non-merged area or within a Hub will be handled per Article IX of the 1985 National Agreement.
- H.** The runaround rule shall be amended to read as follow:
 - 1.** Freight pool and extra board trainmen filling regular assigned trainman 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 trainman called subsequent to the first out trainman departs from a separate location ahead of the first out trainman. Separate location is defined to mean yards, tracks, or exchange points, which would require a crew van to accomplish the trainman exchange. Trainmen cannot be runaround by trainmen going to a different destination (far terminal).
 - 2.** Freight pool and extra board trainmen called to deadhead will continue to be exchanged with other freight pool trainmen on duty in order to comply with the first-in/first-out provisions except it will not be necessary to exchange crew when the working crew is called to handle a train from the one yard and the deadhead crew is called to deadhead from another yard.
 - 3.** Freight pool and extra board trainmen filling regular assigned trainman 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 crew departs in the conveyance to said train.
 - 4.** Because of recent experience with start up of new hub operations and to alleviate additional confusion during the initial three (3) pay periods after DFW 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 this rule shall be applicable.

5. A pool freight crew in a pool that does not have multiple away from home terminals, 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 crew held at the home terminal.
- I. The different pools may be established individually or in groups. If not established at time of implementation they shall be established upon ten days written notice to the General Chairman. Existing pools will remain in place until replaced by new pools, however shall be subject to the selected CBA.

IV. TERMINAL AND OTHER CONSOLIDATIONS

- A.
 1. At all joint terminal locations, all UP and SP operations shall be consolidated into unified terminal operations. Yard crews will not be restricted where they can operate in a terminal.
 2. Upon merger implementation, all other UP and SP facilities, stations, terminals, equipment and track shall be combined into a unified operation.
- B. A consolidated Ft. Worth Terminal will be created to include the entire area within the following switching limits:

SUBDIVISION / LINE		MILEPOST
Ft. Worth		243.2
Baird		252.00
Dallas Dallas via Sylvania		243.00(EFT.Worth) 628.0
Choctaw		747.0
Duncan		608.9
Midlothian		48.3
Everman Branch		253.40(end of track)

- C. A consolidated Dallas Terminal will be created to include the entire area within the following switching limits:

SUBDIVISION / LINE		MILEPOST
Ennis		257.1
Dallas East		203.0
Dallas West		220.0
DFW via Mockingbird		625.0
Elam Branch		313.93(end of track)

NOTE: BN terminal limits are established by them and will apply on trackage right areas.

- D. The terminal limits of Hearne/Valley Jct. shall include switching limits as follows:

SUBDIVISION / LINE		MILEPOST
Austin		102.0
Ft. Worth		103.5
Ennis		125.0
Hearne		87.0
Flatonia		8.0
Navasota		95.0
Bryan		115.0

- E. The provisions of Sections **A**, **B**, **C** and **D** of this Article IV will not, except as set forth therein, be used to enlarge or contract the current limits except to the extent necessary to combine into a unified operation. Those not listed in this Article shall remain as they currently are configured.
- F. The terminal limits for other areas shall be:
1. Sweetwater shall be 444.33 (East) and 449.80 (West).

2. Chickasha shall be 434.0 (North) and 438.0 (South) and 2.0 towards Lawton.
 3. Toyah shall be 664.83 (East) and 667.33 (West).
 4. Taylor shall be 918.9 (North), 919.92 (South), 141.26 (East) and 146.35 (West).
 5. McAlester shall be 560.2 (North) and 575.0 (South).
 6. Denison shall be 656.0 (North) and 666.0 (South).
 7. Waco/Bellmead shall be 166.2 North and 161.1 South and 853.0 towards Taylor.
- G.** Road crews may receive/leave their trains at any location within the consolidated terminals and may perform work within the terminals pursuant to the controlling collective bargaining agreement, including National Agreement provisions.
- H.** Carrier will designate the on/off duty points for all road and yard crews. Such on/off duty points will have appropriate facilities as currently required by the controlling collective bargaining agreement and/or by governmental statute or regulation.
- I.** The 25 mile provisions at Hearne will not be measured from the mileposts in D, above but shall be measured from the old mileposts. In an effort to clearly define these points for road crews and Carrier Officers the Article III, D, 25 mileposts are as follows:

SUBDIVISION I LINE		25 MILE LIMIT
Austin		118.6
Ft. Worth		125.9
Ennis		145.7
Hearne		64.6
Flatonia		25.0
Navasota*		75.9
Bryan*		95.7

NOTE: *As of the date of this Agreement these two areas do not have a reciprocal 25 mile zone agreement.

V. EXTRA BOARDS

- A. Combination conductor/brakeman/switchmen (except where noted) extra boards will be established at the following locations with the following areas of coverage:
1. **Ft Worth North/East** (conductor/brakeman)- to cover the pools to McAlester, Chickasha, Childress and Purcell; turnaround hours of service relief for trains heading to Ft. Worth from those points and from Longview(that have at least reached Mesquite); Wichita Falls work; turnaround service to Dallas/Mesquite; non pool assignments that operate on those lines with home terminals between Ft. Worth and Hicks and Pilot Point and Arlington (not included), and other usual extra board work in these areas.
 2. **Ft. Worth South**, (conductor/brakeman)- to cover the pools to Smithville, Taylor, and Heame; turnaround hours of service relief for trains heading to Ft. Worth from those points; non pool assignments that operate on those lines with home terminals between Ft. Worth and Hillsboro and other usual extra board work in these areas.
 3. **Ft. Worth West** (conductor/brakeman)- to cover the pool(s) to Sweetwater, turnaround hours of service relief for trains heading to Ft. Worth from Sweetwater, non pool assignments that operate on those lines with home terminals between Ft. Worth and Eastland, and other usual extra board work in these areas.
 4. **Dallas** (conductor/brakeman)- to cover the pool to Taylor, Hearne and Tyler, service to Ft. Worth; turnaround hours of service relief for trains heading to Dallas from those points and from Longview when trains have reached Terrell; turnaround service to Ft. Worth; non pool assignments that operate on those lines with home terminals at and south of Dallas including Waxahachie, Ennis, Gude, West of Dallas to Arlington and other usual extra board work in these areas.
 5. **Chico** (conductor/brakeman)- to cover the Chico aggregate pool and hours of service relief for aggregate trains (empties or loads) heading to Chico and non pool assignments that go on duty between Duncan and Hicks, and other usual extra board work in these areas.
 6. **Hearne** - to cover all assignments that go on duty in the Hearen/Valley Jct. terminal, hours of service relief for trains heading

to this terminal from all directions up to Taylor, Waco, Gude, Marquez, Navasota and Giddings and other usual extra board work between Majorie, Marlin, Gude, Marquez, Giddings and Navasota.

7. **Sweetwater** - to cover the pool to Toyah; turnaround hours of service relief for trains heading to Sweetwater from either direction; non pool assignments that operate on those lines with home terminals between Eastland and Dome and other usual extra board work in these areas.
8. **Chickasha** - to cover the pool to Wichita/Winfield; regional pool; turnaround hours of service relief for trains heading to Chickasha from either direction; the regional pool; non pool assignments that operate on those lines with home terminals between Duncan and Wichita (not including) including the branch line to Lawton and the Oklahoma City Subdivision and other usual extra board work in these areas.
9. **Bellmead** - to cover all non pool assignments that have home terminals between Taylor (not including) and Hillsboro and Marlin, hours of service relief for pool freight headed to Taylor between Waco and Taylor and other usual extra board work in these areas. It is not the intent to use this extra board to shuttle cars between this area and Ft. Worth.
10. **Big Spring** - to cover all non pool operations with a home terminal between Dome and Toyah and other usual extra board work in these areas. In addition, if pool freight heading east does not reach Big Spring due to Hours of Service then this extra board may be used to take the train to Sweetwater and be returned to Big Spring. While this is scheduled to be a combination road/yard board, it will remain separate until the non promoted yardmen at this location have been promoted to conductor.
11. **Arlington** - to cover all non pool operations with a home terminal in the Arlington area including former Great Southwest assignments.
12. **Denison** - to cover the pool to McAlester and turnaround hours of service relief for trains heading to Denison; all non pool operations that have a home terminal between Pilot Point and McAlester, hours of service relief for trains heading to McAlester that have at least reached Denison and other usual extra board work in these areas. The current equity arrangement on this board shall remain for **six** months and then the parties shall review any equity changes.
13. **Ft Worth** (Yard)- All yard assignments in the Ft. Worth terminal and other usual extra board work in the terminal.

14. Dallas/Mesquite (Yard) - All yard assignments in the Dallas/Mesquite terminal and any yard assignments at Ennis and other usual extra board work in the terminal.

B. When the extra boards in A, above are established, the operation and administration of such extra board(s) will be governed by applicable provisions of the extra board provisions of the controlling CBA. The Carrier will designate the on and off duty point for the extra boards. If a Ft. Worth or Dallas extra board employee is called and his/her assignment location in the Ft. Worth or Dallas terminals is at another location than the regular reporting point the employee may elect to drive direct to the other reporting point. Trainmen who do so will be allowed an one hour driving allowance in lieu of reporting to the regular reporting point and being transported to the assignment location to start work and being returned to the reporting point after assignment.

EXAMPLE 1: The Dallas/Mesquite yard extra board has a reporting point at Miller yard. An extra board employee is called for a 7AM assignment at Mesquite. The employee elects to report direct to Mesquite at 7AM in lieu of reporting to Miller at 7AM. The employee shall be paid one hour in addition to other earnings for the tour of duty.

EXAMPLE 2: The Ft. Worth yard extra board has a reporting point at the East end of Centennial yard. An extra employee is called for an assignment that goes on duty at the West end of Centennial yard. The employee should report to the regular on duty point as the assignment is located in the same yard as the reporting point and no additional payment is available.

C. Carrier will give a ten (10) -day advanced written notice(s) of its intent to establish extra board(s) in **A, 1 -14** above or to consolidate pre-existing extra boards into those in **A, 1-14** above. Existing extra boards not covered by a notice shall continue to operate until a notice is served abolishing or combining them. Beginning with implementation day these existing extra boards shall be governed by the provisions of the selected CBA.

D. Turnaround hours of service relief shall be protected first from the extra boards and straight away service shall be protected first from the pools. All employees used in this turnaround hours of service shall be considered called in combination deadhead/service and shall be paid as such.

VI. AGREEMENT COVERAGE

- A. Initial delay and final delay will be governed by the controlling collective bargaining agreement, including the Duplicate Pay and Final Terminal Delay provisions of the 1985 and 1991 National Arbitration and Implementing Agreements.
- B. Employees will be transported to/from their trains to/from their designated on/off duty point in accordance with Article VIII, Section 1 of the October 31, 1985 National Agreement.
- C. The current application of National Agreement provisions regarding road work and Hours of Service relief under the combined road/yard service Zone, shall continue to apply. Yard crews at any location within the Hub may perform such service in all directions out of their terminal.
- D. SPEL and SSW trainmen who are covered by this Implementing Agreement and who have earned vacation in 1999 for 2000 shall be entitled to obtain the benefits of the vacation agreement they worked under in 1999 for the calendar year 2000. Thereafter, vacation benefits shall be as set forth in the controlling agreement on the merged territory.
- E. SPEL/SSW trainmen shall be entitled to exercise personal leave buy back provisions for the calendar year 1999 (after November 1, 1999) whether or not they are still covered by the former SPEL/SSW contract at year end.
- F. The provisions of Article 5 of the UP(T&P) Agreement, "Local Freight, Dodgers Cane and Mixed Trains" shall not be extended to any territories within the DFW Hub which were not subject to such rule prior to the date of this Implementing Agreement. Such rule would include any former IGN territory that was covered under a similar rule.
- G. Employees working in the DFW Hub shall be governed, in addition to the provisions of this Agreement, by the Collective Bargaining Agreement selected by the Carrier, including all addenda and side letter agreements pertaining to that agreement, previous National Agreement / Award / Implementing Document provisions still applicable. Except as specifically provided herein, the system and national collective bargaining agreements, awards and interpretations shall prevail. None of the provisions of these agreements are retroactive. The Carrier has selected the Union Pacific (Texas and Pacific UTU Agreement last reprinted December 15, 1991) and the Union Pacific (Texas and Pacific Firemen Agreement effective September 1, 1949) as the collective bargaining agreements for this Hub.

- ii. The Carrier will provide copies of the designated collective bargaining agreement to those trainmen who do not have a copy at the earliest possible date, but no later than by date of implementation of this Agreement.
- I. T & P rules governing the filling no bid conductor vacancies shall be amended to provide that no bid vacancies shall be filled by force assigning the junior conductor on the extra board that protects the no bid assignment.

VII. PROTECTION

- A. Due to the parties voluntarily entering into this agreement the Carrier agrees to provide New York Dock wage protection (automatic certification) to all trainmen who are listed on the DFW Hub Merged Rosters and working an assignment (including a Reserve Board) during the period between July 15, 1998 and the implementation date of this agreement. Employees on medical or other leave or discipline will be placed on protection upon return to service.
This protection will start with the effective (implementation) date of this agreement for all covered employees. The trainmen must comply with the requirements associated with New York Dock conditions or their protection will be reduced for such items as layoffs, bidding/displacing to lower paying assignments when they could hold higher paying assignments, etc. Protection offsets due to unavailability will be governed by New York Dock provisions.
- B. This protection is wage only and hours will not be taken into account.
- C. Trainmen required to relocate under this agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, a trainman 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 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.

4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after three (3) years from date of implementation of this agreement.
5. Trainmen 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.
6. Under no circumstances shall a trainman be permitted to receive more than one (1) "in lieu of" relocation allowance under this implementing agreement. If they have received one in connection with another Hub implementing agreement they shall not be entitled to one under this agreement.
7. Where the Carrier moves assignments from one location to another then employees from the old location who bid in the new assignments will be treated as being required to relocate.

D. There will be no pyramiding of benefits.

E. The time frame to be used for calculating test period averages ("TPA") for this Agreement will be November 1, 1995 through October 31, 1996. Trainmen who were employed after this time period shall use the twelve month period prior to implementation. If a trainman is currently covered by an interim protection TPA due to the merger then the trainman may elect to retain that TPA. When TPA's are mailed to the trainmen they must respond within thirty days from the date of the letter if they elect to retain the interim or other current TPA (This interim TPA may be adjusted if the trainman is eligible for a productivity fund payment and participates in that program). Monies paid as productivity funds, whether as a lump sum or as part of a trip, shall not be counted as part of a TPA or used as an offset to TPA's. The TPA for union officers will be based on the two trainmen above and two trainmen below the officer with regular work records on the pre-merger roster or their regular TPA, whichever is larger.

F. Those former SPEL, SSW and other trainmen coming under the provisions of the crew consist productivity fund who have received "up-front" payments will be afforded the following options:

1. Retain the higher TPA with up-front crew consist monies included and for the period of time under that guarantee, waive participation in the productivity fund for the protection period, or

2. Accept a recalculated TPA with up-front crew consist monies removed, and participate fully in the productivity fund with no use of such disbursements as an offset against protection.
- G.** National Termination of Seniority provisions shall not be applicable to trainmen hired prior to the effective date of this agreement

VIII. FAMILIARIZATION

- A.** Trainmen will not be required to lose time or "ride the road" on their own time in order to qualify for the new operations. Trainmen will be provided with a sufficient number of familiarization trips in order to become familiar with the new territory. Issues concerning individual qualifications 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 and Local Chairmen in implementing this Section. Issues concerning individual qualifications shall be handled with the local Operating Officer and Local Chairman. If not resolved at the local level, then the matter shall be referred to the General Chairman and Labor Relations for further handling.
- B.** Employees hired subsequent to the effective date of this document will be qualified in accordance with the current CBA that will cover the Hub.

IX. CREW CONSIST

- A.** Except as provided below, the crew consist agreement of the CBA selected by the Carrier shall govern.
- B.** Trainmen who come under the coverage of the UP (T&P) Crew Consist Agreement shall be considered eligible to share in the post-merger productivity fund if their seniority date (12-1-1988) on their former Carrier would have qualified them for such status had they worked under the UP (T&P) Agreement since their entry into train service.
- C.** Trainmen who come under the coverage of the UP (T&P) Crew Consist Agreement shall be considered eligible to receive special allowance payments if their seniority date on their former Carrier would have qualified them for such status had they worked under the UP (T&P) Agreement since their entry into train service.
- D.** Only those employees with a trainman's seniority date prior to the date governing eligibility for holding a reserve board position (11-1-1996) of the selected CBA, shall be eligible to hold a reserve board position after

implementation. They must, however, displace any non eligible employee in the Hub or zone as provided in Side Letter #5 prior to holding such a position.

- E. The following procedures shall govern the handling of productivity funds in this Hub:
- e
 1. Productivity funds will be frozen as of the effective date of implementation of this Agreement. Monies in those funds will be distributed in accordance with the governing Productivity fund Agreements.
 2. A new Productivity fund shall be created on implementation day that will cover those trainmen in the DFW Hub that are eligible and the funds that cover trainmen outside the Hub shall continue for the trainmen who remain outside the Hub. The DFW trainmen shall have no interest or share in payments made to those funds outside the Hub after implementation day.

X. IMPLEMENTATION

- A. The Carrier will give at least thirty (30) days' written notice of its intent to implement this Agreement.
- B.
 1. No later than ten (10) days after giving written notice, 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.
 2. 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 trainmen's questions, including explanations of the seniority consolidation and implementing agreement issues, discussing merger integration issues with local Carrier officers and coordinating with respect to CMS issues relating to the transfer of trainmen from one zone to another or the assignment of trainmen 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.

- 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. Trainmen 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, trainmen 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 trainmen 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 trainmen 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 and extra board consolidations which are necessary in the implementation of this Agreement. Trainmen will be given ten (10) days' notice of when their specific relocation/reassignment is to occur.

XI. FIREMEN

- A. This Agreement covers firemen. Pre-October 31, 1985 firemen will only have the right to exercise their firemen's seniority if unable to work an engineer's assignment within the DFW Hub. All firemen will have Engineer's seniority within the DFW Hub. If unable to hold such a position, a Pre-October 31, 1985 fireman would be permitted to exercise their fireman's seniority in accordance with the provisions contained in the current T&P UP Firemen Agreement.
- B. Post-October 31, 1985 firemen shall continue to be restricted to mandatory fireman assignments and if unable to work an engineer's assignment within the DFW Hub, they will be required to exercise their train service seniority.
- C. The seniority rosters for UP and SP firemen will be a straight seniority dovetail roster maintaining existing prior rights. This will include firemen on the former SSW.

XII. HEALTH AND WELFARE

- A. Employees currently are under either the National Plan or one of the Union Pacific Employees Hospital Associations. Employees coming under a new collective bargaining agreement will have 30 days to make an election as to keeping their old coverage or coming under the coverage of their new

M. B. Zuther, Jr.

Vice President, UTU

P. C. Thompson

Vice President, UTU

QUESTIONS AND ANSWERS DFW HUB

Article I - Hub

- Q1. What Hub is Hearne/Valley Jct. in?
A1. Assignments with a home terminal at Heame/Valley Jct. are in the Dallas/Ft. Worth Hub unless they are an Article 1, C assignment. Heame/Valley Jct. will be an away from home terminal for employees from several different Hubs.
- Q2. Will employees from other Hubs have any right to assignments at Heame/Valley Jct. if an extra board is established there?
A2. Those rights are set forth in this agreement.
- Q3. In some places in this Agreement it refers to Hearne and others to Heame/Valley Jct. Is there a difference?
A3. No, the references to Hearne are to the entire Heame/Valley Jct. area.
- Q4. Are assignments on the Oklahoma City Sub Division part of this Hub?
A4. Yes, they will all be protected by employees within this Hub.
- Q5. If a current assignment operates in two Hubs will both Hubs have a position on that assignment?
A5. No, equity is resolved in the roster creation.
- Q6. Can you give an example for Article 1, C?
A6. If an assignment goes on duty at Taylor and works exclusively between Taylor and Waco, that assignment is filled from the DFW roster. Likewise an assignment that goes on duty at Hearne and works to Giddings is a San Antonio assignment.
- Q7. Can you give an example of when the Carrier would need to serve an Article IX notice?
A7. If business developed between Austin (San Antonio Hub) and Waco (DFW Hub) and the Carrier wanted to start service between these two points, it would serve an Article IX notice.
- Q8. Does Article I permit the Carrier to change the home terminal of an established pool run and then shift the rights to the run without any further consideration for those who used to work the pool. For example, can the Carrier advise that the Ft Worth - Smithville pool is now operated with a home terminal of Smithville?
A8. No, the Carrier would have to serve an Article IX National Agreement notice and meet with the parties to discuss the terms and conditions of that run including seniority.

Article II - SENIORITY AND WORK CONSOLIDATION

Q9. How long will prior rights be in effect?

A9. They shall be attrited.

Q10. How will borrow outs be treated?

A10. It is the parties intent to release borrow out employees as soon as practical but without causing an added burden on those employees who remain in the Hub. When the change in operations result in sufficient employees to cover the service, then the borrow out employees services will no longer be required and they will be released. At that time they will have to elect to remain in the Hub, with their borrow out date as their seniority date, and relinquish outside seniority or return to their home location.

Q11. When the new rosters are created, will there be any distinctions between former UP, SSW and SP employees?

A11. No, unless specifically provided for in this Agreement.

Q12. After implementation, when new employees start employee training, what employee roster will they be placed on when they have completed training?

A12. The common roster with no prior rights.

Q13. Are full time union officers, Company officers, medical leaves and those on leave working for government agencies covered under Article II, G, 5?

A13. Yes.

Q14. In Article II(H), what does it mean when it refers to protecting all vacancies within the Hub and zone?

A14. See Side Letter No. 5.

Q15. What is the status of post October 31, 1985 firemen seniority?

A15. A post October 31, 1985 employee will exercise their seniority as a trainman in accordance with the applicable agreements should they not be able to hold a position in engine service.

ARTICLE III - POOL OPERATIONS

Q16. How will the crews know the miles of the new assignments?

A16. The parties will meet and review the mileage and a chart will be given to timekeeping, Local Chairmen and posted at various locations.

Q17. Will existing pool freight terms and conditions apply on all pool freight runs?

A17. No, the terms and conditions set forth in the surviving collective bargaining agreements and this document will govern.

- Q18. If crews are in a pool with multiple away from home terminals how will they be paid when handling a train?
- A18. They will be paid the chart miles to the destination called for and the route run.
- Q19. Will the 25 mile zone apply while an employee is in non Hub areas or other Hubs (AFHT) that do not have a similar reciprocal agreement?
- A19. No.
- Q20. If an employee picks up his/her train in the 25 mile zone and runs on back through the terminal will the employee be paid the additional road miles from the terminal limit back through the terminal.
- A20. The employee may claim the additional miles as part of their second leg if they so elect at the terminals of Dallas and Ft. Worth, however they must understand that it may impact their overtime calculations. At smaller terminals the distance is not such a factor and will not be claimed.
- Q21. Does Article III, E, require the Carrier to use an extra board employee to perform turnaround hours of service relief prior to using a pool freight employee in straight away combination deadhead/service to handle the train?
- A21. No, the language in E and the NOTE thereto permit the Carrier to use either employee depending on the needs of service. For example, if a train is laid down at Ennis that is heading to Ft. Worth, a Ft. Worth extra board crew could bring it in or a Ft. Worth-Hearne crew returning from Hearne could bring it in.
- Q22. If after the Hub is implemented, the Carrier desires to begin new pool operations that will operate in two Hubs, how will equity be determined?
- A22. If, for example, the Carrier wanted to begin service between Austin and Corsicana, it would serve an Article IX notice on the Organization and would meet with them to discuss the conditions of the service and the seniority issues involved therein.
- Q23. How will an employee be paid who is used in the twenty-five mile zone to obtain a train, brings the train into the original on-duty terminal (now an intermediate point) and then deadheaded on to the far terminal because of insufficient time to continue with the train?
- A23. The employee will be paid under the twenty-five mile provisions for the work in that Zone and deadheaded in combination deadhead/service. For example on a run of 190 miles, if an employee worked 8 hours in the 25 mile zone and then deadheaded on to the far terminal they would be paid 8 hours plus 190 miles. This applies at both the home and away from home terminal.
- Q24. Is it the intent of this agreement to use crews beyond the 25 mile zone?
- A24. No.

Q25. In Article III D, is the ¹/₂ basic day for operating in the 25 mile zone frozen and/or is it a duplicate payment/ special allowance?

A25. No, it is subject to future wage and COLA adjustments and it is not a duplicate payment/special allowance.

Q26. How is a crew paid if they operate in the 25 mile zone?

A26. If an employee is transported to it's train 10 miles east of Sweetwater and he takes the train to Toyah and the time spent is one hour East of Sweetwater and 10 hours between Sweetwater and Toyah with no initial or final delay earned, the employee shall be paid as follows:

- A. One-half basic day for the service East of Sweetwater because it is less than four hours spent in that service.
- B. The road miles between Sweetwater and Toyah.
- C. Since employees do not go on overtime on this run in the ten hour running time no overtime is earned.

Q27. Are miles in the 25 mile zone added to the district miles of the run?

A27. No, and time spent in 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 in lieu of the minimum four hour payment.

EXAMPLE: An employee on a 130 mile run works 6 hours in the 25 mile zone and 7 hours completing their trip to the far terminal. The employee shall compute his/her time in two ways:

1. 6 hours at straight time in the 25 mile zone and 130 miles for the 7 hours (straight time) on the 130 mile trip; or
2. 13 hours on duty for a 130 mile trip, eight hours at straight time and 5 hours overtime;

And shall be paid the greater amount.

Q28. Does the payment provision for operating in the 25 mile zone apply to both pre and post October 31, 1985 employees?

A28. Yes.

Q29. How will initial terminal delay be determined when performing service as outlined above?

A29. Initial terminal delay for crews entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when the crew operates back through the on duty point. Operation back through the on duty point

shall be considered as operating through an intermediate point and crews may perform work only in connection with their own assignment at the intermediate point.

Q30. If an employee works ten hours in the twenty-five mile zone and is then deadheaded to the far terminal, how shall they be paid?

A30. Eight hours straight time and two hours overtime in addition to the payment for being deadheaded in combination service to the far terminal.

Q31. If the away from home terminal is outside this Hub will the 25 mile zone rule apply?

A31. If the away from home terminal is in a Hub that also has a 25 mile zone rule then this rule will apply for DFW employees while at the away from home terminal. If the away from home terminal is in a Hub or non merged area that does not have a similar rule then the rule will not apply while at that away from home terminal.

Q32. Where is the 25 mile zone measured from?

A32. The same terminal limits as used by yard crews in their road/yard zone except at Hearne/Valley Jct where they are measured from M.P 93.6/100.9 at Valley Jct and MP 120.7/89.6/0.0 at Hearne.

Q33. There are several other non pool operations that currently exist that are not mentioned in this agreement, what happens to them at time of implementation?

A33. Those assignments will come under the surviving CBA provisions and those of this agreement. They will continue to operate unless abolished or changed in accordance with the provisions for doing so. Employees will not have a displacement right due to coming under the surviving CBA provisions. The fact that they are not mentioned does not mean that they cease to exist.

Q34. In Article III, B, 10, where it refers to employees being called to a destination being paid to the destination, what happens if the call is changed prior to leaving the terminal?

A34. The call can be changed prior to leaving the terminal and the employee would be paid to the destination the call was changed to. Section B, 10 refers to when the employee has left the terminal on his/her call. For example, if an employee is called to take a train to Taylor and while in the terminal is changed out to a deadhead to Smithville then Smithville is the destination for the purposes of this Section.

Q35. Does Article III, B, 2 concerning overtime expire on December 31, 1999?

A35. No.

ARTICLE IV - TERMINAL CONSOLIDATIONS

Q36. Are the national road/yard Zones covering yard crews (Article VIII of the 1985 National Agreement) measured from the new terminal limits where the yard assignment goes on duty?

A36. The new terminal/station limits where the yard crew goes on duty will govern. For example at Ft. Worth the limits will now be on both the former SP and UP lines and a yard crew will now be able to go out on all merged lines to perform this work.

Q37. Are any arbitraries retained for employees reporting to a specific on duty point in the Ft. Worth terminal?

A37. No, the Carrier may designate the on duty points without additional compensation. Previous arbitraries paid for reporting to a specific location are included in New York Dock TPA's. This does not prohibit the parties from negotiating a payment for reporting to alternate sites.

ARTICLE V - EXTRA BOARDS

Q38. How many extra boards will be combined at implementation?

A38. It is unknown at this time. The Carrier will give written notice of any consolidations whether at implementation or thereafter. The Carrier will advise the number of positions for each extra board, consistent with CBA provisions and the effective date for the new extra board.

Q39. Are these guaranteed extra boards?

A39. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the surviving CBA guaranteed extra board agreement.

Q40. Will the extra board at Hearne cover vacancies in both the San Antonio Hub and the DFW Hub that have a home terminal at Hearne?

A40. Yes, for example vacancies in the Hearne - Giddings local will be covered by this extra board.

Q41. In Article V,A,9 if a Bellmead extra board crew takes a train to Taylor will they be tied up at Taylor?

A41. No, they will be transported back to Bellmead.

Q42. How will pool and extra board employees know the on duty point for their assignment?

A42. The Carrier will post a notice identifying the primary on duty point for each pool and extra board. Employees will be transported to their train and or assignment as provided by the surviving CBA or drive to their assignment as provided in Article V,B.

ARTICLE VI - AGREEMENT COVERAGE

Q43. When the surviving CBA becomes effective what happens to existing claims filed under the other collective bargaining agreements that formerly existed in the DFW Hub?

A43. The existing claims shall continue to be handled in accordance with those agreements and the Railway Labor Act. No new claims shall be filed under those agreements once the time limit for filing claims has expired for events that took place prior to the implementation date.

Q44. Is the UP T&P Agreement a Section 1 Agreement under Article V of the 1964 Agreement?

A44. Yes.

ARTICLE VII - PROTECTION

Q45. What is automatic certification?

A45. 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/she was adversely affected as a result of implementation of this Agreement.

Q46. How will the test period average be determined?

A46. The TPA will be calculated in accordance with New York Dock provisions.

Q47. How does the Carrier calculate test period earnings if, for example, an employee missed two (2) months compensated service in a 12 month period?

A47. If an employee had no compensated service in the two (2) months, the Carrier will go back fourteen (14) months to calculate the test period earnings based on twelve (12) months compensated service.

Q48. How will an employee be advised of their test period earnings?

A48. Test period averages will be furnished to each individual and the General Chairmen.

Q49. An employee protects an extra board which pays a bonus day to an employee who stays marked up on the board for the entire pay period? Is this payment included in calculation of test period averages?

A49. Yes, and used to determine if the TPA has been reached for the month when paid.

Q50. Is vacation pay received during the test period considered as compensation?

A50. Yes, and used to determine if the TPA has been reached for the month when paid.

Q51. Regarding the above question, if an employee is on vacation the entire month and the vacation pay thereof is less than his TPA, would he be entitled to draw a displacement for the difference?

A51. Yes.

Q52. How is length of service calculated?

A52. It is the length of continuous service an employee has in the service of the Carrier with a month of credit for each month of compensated service.

Q53. If an employee has two years of employee's service and three years of conductor service, and one year of clerical service how many years of NYD protection will they have?

A53. Six.

Q54. How will the employees know which jobs are higher rated?

A54. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.

Q55. Will specific jobs be identified in each grouping?

A55. Pools, locals and extra boards may be identified separately but yard jobs and road switchers will not be.

Q56. What rights does an employee have if he/she is already covered under labor protection provisions resulting from another transaction?

A56. 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. 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.

Q57. If an employee has worked full time in yard service the previous 12 months, will they have to place in road service if it is the highest paying assignment to keep from having offsets?

A57. Recognizing that some employees have spent considerable time in the yard and have not been on the road in some time, the Carrier will allow these employees to remain in yard service. It will be the responsibility of the Local Chairmen to identify these individual.

Q58. Why are there different dollar amounts for non-home owners and homeowners?

A58. New York Dock has two provisions covering relocating. One is Article 1, 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 remaining \$20,000 is in lieu of loss on sale of home.

Q59. Why is there one price on loss on sale of home?

A59. It is an in lieu of amount. Employees 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 want to go through the procedures to claim the loss under New York Dock.

Q60. What is loss on sale of home for less than fair value?

A60. 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.

Q61. If the parties cannot agree on the loss of fair value what happens?

A61. New York Dock Article 1, 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.

Q62. What happens if an employee sells the home for \$20,000 to a family member?

A62. 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.

Q63. What is the most difficult part of New York Dock in the sale transaction?

A63. 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.

Q64. Who is required to relocate and thus eligible for the allowance?

A64. An employee who can no longer hold a position at his/her location and must relocate to hold a position as a result of the merger. This excludes employees who are borrow outs or forced inside the Hub and released.

Q65. Are there mileage components that govern the eligibility for an allowance?

A65. Yes.

Q66. Are there any seniority moves that are eligible for an allowance?

A66. Yes, see Article VII,C,7.

EXAMPLE: When pools are rearranged and positions relocated from Big Spring to Sweetwater and Ft. Worth, senior bidders from Big Spring will be treated as "required" to relocate. Likewise, if a Ft. Worth based employee bids on a Sweetwater assignment they are not from the location where work was transferred from and are thus not "required" to relocate and not eligible.

Q67. May an employee sell his home prior to the actual implementation of the merger and still be considered a home owner for relocation purposes?

A67. By agreement between the parties such an employee would be entitled to treatment as a "homeowner" provided:

1. Upon actual implementation of the Merger Implementing Agreement the employee 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.

Q68. Will employees be allowed temporary lodging when relocating?

A68. Employees entitled to a relocation allowance shall be given temporary lodging for thirty (30) consecutive days as long as they are marked up.

Q69. Are there any restrictions on routing of traffic or combining assignments during the implementation period or thereafter?

A69. There are no restrictions on the routing of traffic in the DFW Hub once the 30-day notice of implementation has lapsed. There will be a single collective bargaining agreement and limitations that currently exist in that agreement will govern (e.g. radius provisions for road switchers, road/yard moves, etc.). However, none of these restrictions cover through freight routing. The combining of assignments between the Carriers is covered in this agreement and is permitted.

Q70. Will the Carrier offer separation allowances?

A70. The Carrier will review it's manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations.

Q71. 'Will each zone have a reserve board?

A71. Yes.

Q72. Will employees be eligible for a dismissal separation under NYD?

A72. For the purposes of NYD separations no employees will be considered "dismissed" employees or eligible for NYD separation.

Q73. Can an employee be forced outside the Hub after implementation?

A73. If the employee has made his/her seniority selection to be in the Hub then they cannot be forced outside the Hub unless it is to protect DFW Hub seniority that may exist due to equity provisions. If the employee has elected to hold his/her seniority in abeyance then there may be conditions that result in the employee being forced to protect their seniority. One needs to remember that when elections are made if senior employees elect to come into the Hub creating a surplus, then other employees could be forced out in connection with this process.

Q74. If an employee has started their NYD protection in another Hub and they elect to place in the DFW Hub will they start their NYD protective period over?

- A74. No, they will continue on with the same time period that started with the implementation of the other Hub.
- Q75. If an employee is displaced does an offset to his/her TPA begin immediately upon being notified?
- A75. By agreement between the parties, the Carrier will allow an employee up to three hours after being notified to make a displacement without an offset being applied.
- Q76. Does interim protection count against the six year New York Dock period?
- A76. No, on implementation date, the New York Dock period begins.
- Q77. If there are engineers in training at a location, and the pool is moved to another location, will those in training also be covered by the relocation provisions?
- A77. If after they finish training they must relocate yes, however they may be eligible to hold a non pool position at the original location.

Article IX - IMPLEMENTATION

- Q78. During the execution of this Agreement, it is possible that the parties may discover errors or omissions relating to mile post designations, crew district mileages, etc. Is it the intent of either party to hold the other party to such items because there was simply not time to verify them for accuracy?
- A78. No, these type of clerical errors may be corrected when discovered.

MISCELLANEOUS

- Q79. What work can a Longview-Ft. Worth pool assignment perform when between Mesquite and Ft. Worth?
- A79. Depending on crew size, the crew consist agreement would cover permissible work events between terminals. If crew size was not an issue en route (not conductor only) and at initial and final terminals, the crew would be governed by any local/national rules that govern the work.
- Q80. Will GSW employees use length of continuous service for vacation and personal leave?
- A80. Yes.
- Q81. In the November 11, 1997 Letter Agreement Section 2 permits those employees presently entitled to a three (3) hour call in the DFW Hub to retain that right. Does this apply to employees no matter which CBA they were governed by prior to the implementation of the Hub?
- A81. Yes, it applies to all employees who had that right prior to implementation who work in the Hub.

- Q82. Prior to implementation some traffic was moved to the Baird subdivision. As a result are any employees between San Antonio and Alpine entitled to Zone 4 spots and are they prior righted?
- A82. Yes, and the number of spots shall be agreed to by the General Chairmen involved. Whether they are prior righted depends on their seniority date.

May 10, 1999
Side Letter No.1

Gentlemen:

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

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

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.

Yours truly



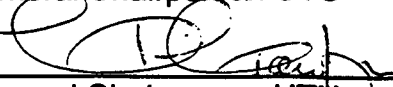
W. S. Hinckley
General Director-Labor Relations

side letter no. 1 DFW Hub

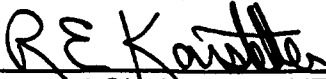
Agreed:



General Chairperson UTU



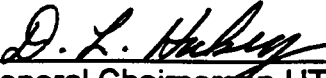
General Chairperson UTU



General Chairperson UTU



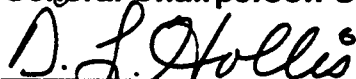
General Chairperson UTU



General Chairperson UTU



General Chairperson UTU



General Chairperson UTU

General Chairperson UTU

May 10, 1999
Side Letter No. 2

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 United Transportation Union. During these negotiations, the Organization expressed concern that employees 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 employee ties up on the Hours of Service before reaching the objective terminal, the Carrier will make every reasonable effort to relieve subject employee and transport him to the tie up point, expeditiously. The Carrier recognized the interests of the railroad and its employees 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 employee and providing transportation as soon as practical. It is understood that this commitment contemplates transportation in the form of passenger vehicle, and employees 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,



W. S. Hinckley

General Director-Labor Relations

May 10, 1999
Side Letter No. 3


Gentlemen:

In discussing various issues involved with the merger of the DFW Hub, 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 employees on unfamiliar territory, to the extent 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 VIII Familiarization of this Agreement. Employees making familiarization trips which involve greater mileage than their existing (pre-merger) runs will be paid actual mileage to the new objective terminal. *Local UTU 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,

W. S. Hinckley
General Director-Labor Relations


Agreed:



General Chairperson UTU



General Chairperson UTU



General Chairperson UTU



General Chairperson UTU

side letter no. 3 DFW Hub

D. L. Hakey

General Chairperson UTU

R. J. Rossi

General Chairperson UTU

D. S. Hollis

General Chairperson UTU

General Chairperson UTU

May 10, 1999
Side Letter No. 4

Gentlemen:

This refers to Article I B of the merger implementing agreement. There was some concern that this Section created new rights on the creation of new assignments and the parties agreed to clarify this in a side letter.

Article I B does not contain provisions that give rights to establish post merger pools, locals or road switchers that do not currently exist or are not created in this Agreement, that will operate both in this Hub and in another Hub. The provisions for establishing new post merger operations not currently existing or created in this agreement are covered in other agreements such as Article IX of the 1985 National Agreement and the road switcher Agreement.

It is the intent of this language to clarify that current runs and those created in this agreement reflect common or co-extensive trackage. The Agreements are designed to coordinate seniority at central points and recognize that there are co-extensive trackage operations.

Yours truly,


W. S. Hinckley
General Director-Labor Relations

Agreed:



General Chairperson UTU


General Chairperson UTU


General Chairperson UTU


General Chairperson UTU


General Chairperson UTU


General Chairperson UTU

side letter No. 4 DFW Hub



General Chairperson UTU

General Chairperson UTU

May 10, 1999
Side Letter No. 5

Gentlemen:

This refers to Article II, H and the obligations of employees in the Hub to protect assignments in the various zones. In an effort to coordinate previous crew consist agreements that established reserve board rights and obligations and the creation of new zones in this Hub the following sets forth the obligations of employees to protect work in the Hub.

1. Employees with a seniority date on or before December 31, 1991 will be required to cover all positions within the zone(s) they hold prior rights. They cannot be forced to zones in which they do not hold prior rights.
2. Employees with a seniority date after December 31, 1991 and on or before November 1, 1996 will be required to cover all positions within the zone(s) they hold prior rights and in non prior right zones to any position, both regular and extra, with an on duty point within or between the Dallas and Ft. Worth terminals. They cannot be forced to outside assignments in zones in which they do not hold prior rights.
3. Employees with a seniority date subsequent to November 1, 1996 will be required to cover all positions in the Hub.

The above requires further detail on the recall of employees when assignments need to be filled and when employees may exercise reserve board rights. As such the following will govern:

4. Employees, with reserve board rights, must displace non reserve board right employees from positions that they are required to cover, prior to placing on a reserve board. (This does not eliminate provisions in the CBA that provide for employees in special circumstances to be allowed to remain on reserve boards while other employees are working under said CBA provisions.)
5. Employees will be recalled from reserve boards prior to placing non reserve board right employees on a vacancy that the reserve board employee is required to cover. (This does not eliminate provisions in the CBA that provide for employees in special circumstances to be allowed to remain on reserve boards while other employees are working under said CBA provisions.)
6. Employees with a seniority date on or before December 31, 1991, will be recalled from a reserve board if a vacancy exists and their recall will eventually force an employee in (2) or (3) above to the vacancy.

Example: An assignment at Chico (zone 1) goes no bid and there are no employees on the zone I reserve board. A section (3) employee (post November 1, 1996) is working a Ft. Worth yard extra board. If a zone (3) employee is recalled off the reserve

board the bumping will eventually force a zone (3) section (2) employee (seniority date after December 31, 1991 and on or before November 1, 1996) to displace the section (3) employee off the extra board and to the Chico assignment. (Remember, a zone (3) section (2) employee would not be on the reserve board if a section (3) employee was working a Ft. Worth yard assignment.)

Yours truly,



W. S. Hinckley

General Director Labor Relations

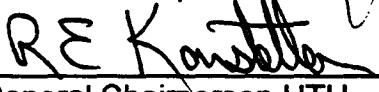
Agreed:



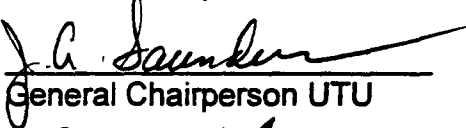
General Chairperson UTU



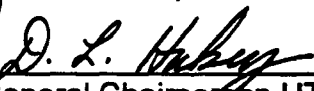
General Chairperson UTU



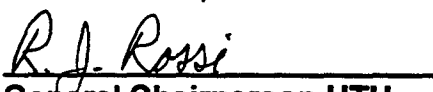
General Chairperson UTU



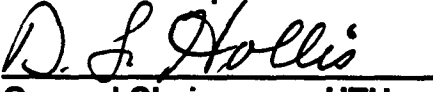
General Chairperson UTU



General Chairperson UTU



General Chairperson UTU



General Chairperson UTU

General Chairperson UTU

May 10, 1999
Side Letter No. 6

Gentlemen:

This refers to Article I of this Agreement and to Side Letter No. 2, dated August 20, 1997, of the Longview Hub. Article I of this Agreement identifies that all assignments with an on duty point in the DFW Hub territory will be covered by those with DFW Hub seniority. These provisions appear to amend the provisions of Side Letter No. 2 of the Longview Hub.

It is the intent of this letter to clarify that it is the Carrier's intent to amend Side Letter No. 2 of the Longview Hub with the DFW proposal. It has been the Carrier's Hub and Spoke merger plan to integrate seniority into common on duty points whenever possible.

This provides a more stable environment for the employees by providing access to more assignments in the general location where they reside rather than constant relocating as the number of assignments ebb and flow.

At the time of the formation of the Longview Hub the DFW Hub was not formulated and a seniority roster was not developed. As such the BOP assignments were temporarily retained by former Mineola trainmen, even though some distance from any other assignments in their seniority area. Now with the formation of the DFW Hub and its seniority system it is appropriate for these assignments to be part of the DFW Hub.

Those trainmen who have been occupying those assignments will have two options, first, to remain part of the DFW Hub and participate in the roster slotting or second, to elect to remain in the Longview Hub and participate in the relocation process.

Yours truly,

W. S. Hinckley

Agreed:



General Chairperson UTU



General Chairperson UTU

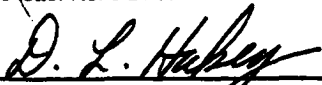


General Chairperson UTU




General Chairperson UTU

side letter No. 6 DFW



General Chairperson UTU



General Chairperson UTU



General Chairperson UTU

General Chairperson UTU

May 10, 1999

Dear Sir:

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

During our negotiations we discussed the status of twenty-four (24) former SP employees at Dallas and Ft. Worth who are covered by the protective provisions of Article XIII of the January 27, 1972 UTU National Agreement as a result of institution of interdivisional service in 1989. It was agreed that in order for these employees to make an informed choice as to election of benefits, it will be necessary for the Carrier to update the test period averages for such employees to reflect the application of the UP Agreement. It was agreed this update would be done and furnished to the employees involved on or before the date they are furnished their TPA's under Article VII of this Agreement so that the required election of benefits may be made.

Yours truly,



W. S. Hinckley

Agreed:



General Chairman UTU

NAME**SOCIAL SECURITY NO.**

J. A. Afford	XXX-XX-XXXX
J. V. Pool	XXX-XX-XXXX
J. L. Peebles	XXX-XX-XXXX
R. L. Peebles	XXX-XX-XXXX
S. A. Liska	XXX-XX-XXXX
W. E. Manry	XXX-XX-XXXX
R. J. North	XXX-XX-XXXX
K. W. Anther	XXX-XX-XXXX
W. P. Percival	XXX-XX-XXXX
C. E. Harrison	XXX-XX-XXXX
H. T. Prachyl	XXX-XX-XXXX
W. H. McElroy	XXX-XX-XXXX
M. J. Sibley	XXX-XX-XXXX
L. B. Zabochnik	XXX-XX-XXXX
C. Arteaga	XXX-XX-XXXX
L. E. Fincher	XXX-XX-XXXX
E. G. Kriska	XXX-XX-XXXX
D. L. Neil	XXX-XX-XXXX
J. R. Wood	XXX-XX-XXXX
B. G. Metcalf	XXX-XX-XXXX
B. F. Watson	XXX-XX-XXXX
E. L. Marusak	XXX-XX-XXXX
W. L. Trull, Jr.	XXX-XX-XXXX
J. K. Cobb	XXX-XX-XXXX

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

(DFW HUB)

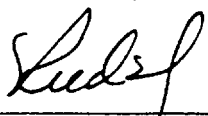
ESTABLISHMENT OF EXTRA BOARD AT ENNIS, TEXAS

The parties agree to amend Article V. (A) (4) and (14), Extra Boards, of the DFW Merger Implementing Agreement to provide for the establishment of a road/yard extra board at Ennis, Texas as follows:

1. A combination conductor/brakemen/switchmen extra board shall be established to cover non-pool freight assignments with at or in the vicinity of Ennis.
2. In the event the Ennis extra board is exhausted, the Dallas extra boards will be the source of supply for assignments at Ennis.
3. The provisions of the controlling guaranteed extra board agreement shall govern the operation and administration of the Ennis extra board.
4. The assignments shall be bulletined for a ten (10) day period prior to implementing this service. The Carrier shall implement the service on the first day of the payroll half following assignment of the positions.
5. Either party may cancel this agreement by serving fifteen (15) days' written notice to the other party.

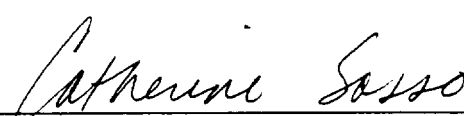
Signed this 22nd day of March, 2000.

United Transportation Union:



General Chairman S.B. Rudel

Union Pacific Railroad Company:



Director Labor Relations C.J. Sosso

MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and

**THE UNITED TRANSPORTATION UNION
(Former Texas and Pacific Railway Company)**

ESTABLISHMENT OF DFW HUB ROAD "PASS-UP" RULE

As a result of implementing the Dallas Fort Worth Hub and the desire to have one consistent rule governing road service Conductors' and Brakemen's rights to voluntarily "pass up" his or her assignment over the entire DFW Hub territory, **IT IS AGREED**

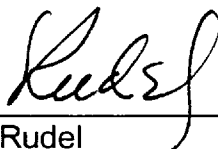
1. An employee working as a road service conductor or brakeman in the DFW Hub may elect to voluntarily pass up his/her assignment in accordance with the following conditions:
 - A. The employee must have been on the assignment for a minimum of thirty (30) consecutive calendar days.
 - B. The employee must notify the proper Carrier official of his or her election to pass up the assignment.
 - C. The employee must "ride the bulletin" during the applicable bulletin period, regardless of whether the assignment is at the home terminal or at an outside point.
2. The Carrier will not incur any additional expense as a result of an eligible employee's election under this rule.
3. This agreement supercedes any existing "pass-up" rules applicable to road crews.
4. This Agreement may be canceled by the serving of a twenty (20)-day advanced written notice on the other party. In the event such notice is

served, the parties agree to promptly meet to discuss the issues or problems underlying the intended cancellation.

5. The provisions of this Agreement will be implemented on the payroll half following signature of both parties to the agreement.

SIGNED THIS 11th DAY OF ^{May 8th}~~APRIL~~, 2000.

**FOR THE UNITED
TRANSPORTATION UNION**



S. B. Rudel
General Chairman-UTU

FOR THE CARRIER:



C. J. Sosso
Director-Labor Relations

QUESTIONS AND ANSWERS

FOR THE

DFW HUB ROAD PASS UP RULE

Q-1. May a person giving up a position under this Agreement place himself or herself on a Reserve Board?

A-1. No.

Q-2. May a person occupying a position on a Reserve Board use the provisions of this Agreement to pass up his or her Reserve Board position?

A-2. No.

Q-3. May an employee use this Agreement to exercise seniority from one Zone to another Zone in the DFW Hub?

A-3. No. Since the employee is creating his or her own bump, the exercising of the resulting displacement is limited to the zone in which he or she is working at the time of the pass-up.

Q-4. Must an employee exercise his/her placement immediately under this Agreement and protect his or her new position?

A-4. Yes, unless the employee requests to lay off and that request is approved.

Q-5. May a Brakeman displace a Conductor (or vice versa) under this Agreement?

A-5. Yes, provided his or her seniority permits.

Q-6. If displacing onto an extra board position, whom is to be removed from the extra board?

A-6. The senior person with request to be removed from the extra board. If there are no requests/applications, the junior employee on the extra board will be removed.

Q-7. If an employee is assigned to a position on an extra board, is he or she entitled to exercise the provisions of the Agreement?

A-7. Yes.

Q-8. May an employee passing up his or her assignment pursuant to this Agreement place on a yard assignment?

A-8. No. since the involved displacement is the result of a voluntary exercise of a rule applicable to road service employees, the displacement must be exercised in road service.

Q-9. If an employee exercises seniority to a through freight pool, who should be displaced from the pool?

A-9. The junior employee in the pool.

Q-10. Is it the intent of this agreement to permit an employee to displace an employee in the same pool?

A-10. No.

Memorandum of Agreement

Between

Union Pacific Railroad

And the

United Transportation Union

Carrier File # 110-6, 110.61.17 (250) (300) (353)

Establishing a **SEPARATE EXTRA LIST AT FT. WORTH** for the purpose of protecting train movements on the lines between Ft Worth and Childress, Texas

Therefore, **IT IS AGREED**

Section 1 (a) An additional combined extra list may be established at Ft. Worth that will protect all service on the lines between Ft. Worth and Childress, Texas. This includes all service to Wichita Falls

(b) This extra list will be guaranteed and regulated by the Carrier pursuant to the guaranteed extra board agreement.

(c) No supplemental board or supplemental board position(s) will be established or assigned in conjunction with the additional extra list outlined in Section 1 (a) above; nor will any other supplemental board(s) or board position(s) be connected with the extra list outlined in Section 1 (a) above or position(s) thereon.

Section 2 (a) Locals and/or Traveling Switch Engines on the territory outlined in Section 1 (a) may be protected by regularly assigned employees in lieu of the combined extra list subject to the Note below. When regular employees are assigned to Locals and/or Traveling Switch Engines, the Carrier will advertise and assign employees in the normal manner.

(b) Should train operations increase to the point where a sufficient number of pool turns can efficiently protect the pool service outlined in Section 1 (a), a Fort Worth - Childress pool board will be established subject to the Note below and regulated pursuant to Section 3 below.

Note: Relative to Section 2 (a) and (b) above, it is understood that Pools, Locals, and/or Traveling Switch Engines will not be regularly assigned if it will result in increased guarantee payments or the inefficient utilization of manpower.

Section 3 (a) Upon this extra list being established, the current TP250, RT46 Trainmen's Pool will not protect the service specified in Section 1 hereof, except in emergency.

(b) Once this extra list is established, the current TP250, RT46 Trainmen's Pool will be guaranteed as outlined in Letter Agreements dated August 28, 1989, Carrier File No. 110-6, formerly applied to employees operating on this territory.

- (1) Employees assigned for less than a pay period will have their guarantee pro rated proportionate to the number of full days they are assigned to this service during the pay period.
- (2) Employees laying off, missing call or not available for service will have their guarantee reduced by the amount they would have earned had they worked their assignment, with a minimum reduction of one guaranteed day for each day missed.
- (3) All earnings, excluding penalty time claims, received by employees assigned to this serviced will be used in computing the employees guarantee.

(c) For the purpose of adjusting the TP250, RT46 Trainmen's Pool, a mileage check will be made on ten- (10) day periods; namely, 1st through 10th, 11th through 20th, 21st through 30th of each calendar month. Adjustments will be made on the 3rd, 13th, and 23rd of each calendar month, using and limited to **chart mileage and deadheads**, accumulated during the preceding ten (10) day check period, multiplied by three and divided by the appropriate regulating factor. The 31st day of a calendar month will not be used to adjust lists except that January 30 and 31 will be used in accumulating mileage during the month of February when it contains twenty-eight (28) days and January 31 will be used when the month of February contains twenty-nine (29) days. Should the Local Chairman, or his designated representative, fail or be unable to check the list under his or her jurisdiction and make adjustments on the dates specified, the General Chairman will regulate the mileage of trainmen at or above the regulating factor set forth herein. Should the Local or General Chairman fail or be unable to check the list under their jurisdiction and make adjustments on the dates specified, the

Carrier will have the right to make adjustments limited to the specified regulating factor on the next calendar day.

(d) The TP250, RT46 Trainmen's Pool shall maintain a sufficient number of trainmen to keep the average mileage at 4200 miles or above as set forth in the Note below.

Note: It is understood that in the regulation of Freight Pools or other like service paying freight rates, adjustments will be made whereby the number of trainmen on the list average 4200, or above. Likewise, if the average mileage in a ten (10) day checking period shows an increase, sufficient turns will be added to the list provided the average figure is not below the whole number of 4200 miles or above. If the increase of one turn will bring the average figure below 4200, respectively, no adjustment will be made.

Example: 38,454 Chart miles in the ten-day check

$$\begin{array}{r} \times 3 \\ \hline 115362 \end{array}$$

115362 Divided by 4200 equals 27.467 or
27 turns.

(e) When the Carrier shuts down or otherwise drastically cuts back the operation over legal holidays, lists will be regulated using mileage made on days of normal operation. Mileage made on days of normal operation will be multiplied by the following regulating factors when less than a ten-day adjustment is required:

Nine (9) day checking period x 3.333

Eight (8) day checking period x 3.750

Seven (7) day checking period x 4.285

The UTU Local Chairman will determine the number of normal operation days during a holiday checking period from the Service Unit's holiday operating plan.

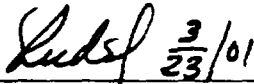
Section 4 (a) This agreement is made without prejudice to the position of either party and will not be referred to in connection with any other case, agreement (local or national; and or dispute resolution. This agreement may be cancelled by either party one year after its effective date upon thirty (30) days written notice to the other. During the intervening thirty- (30) day period or as mutually agreed, the parties will meet in an effort to resolve any issues precipitating the cancellation notice.

(b) In the event efforts to resolve conflicting issues are not successful and this agreement is canceled, the TP250, RT46 Trainmen's Pool shall revert to operational parameters specified in the Dallas/Ft Worth Hub Agreement and no longer guaranteed as provided herein.

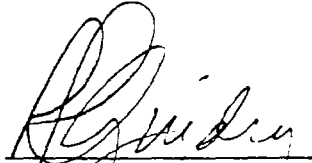
SIGNED AND EFFECTIVE THIS 2nd DAY OF April, 2001

FOR UNITED
TRANSPORTATION UNION

FOR UNION PACIFIC RAILROAD



S. B. Rudel
GENERAL CHAIRMAN



R. P. Guidry
DIRECTOR -LABOR RELATIONS

Memorandum of Agreement

Between

Union Pacific Railroad

And the

United Transportation Union

Carrier File # S 180.20

Relating to the filling of train service assignments at Hearne Texas

Therefore **IT IS AGREED:**

Section 1 If applications are not received from San Antonio Hub Trainmen for their allotted vacancies at Hearne, Texas, then Dallas/Ft. Worth Hub Trainmen that have voluntarily applied for these positions may be assigned.

Section 2 If applications are not received from Houston Hub Trainmen for their allotted vacancies at Hearne, Texas, then Dallas/Ft. Worth Hub Trainmen that have voluntarily applied for these positions may be assigned.

Section 3 Houston and San Antonio Hub Trainmen retain all rights to their allotted positions at Hearne, Texas and may exercise rights to those positions consistent with existing agreements

Section 4 If no bids are received for the allotted positions at Hearne, Texas, from either the San Antonio, Ft. Worth, and/or Houston Hubs, then trainmen will be required to fill allotted positions from their respective Hub.

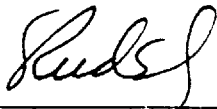
Section 5 This Agreement is without prejudice to the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.

Section 6 (a) This Agreement may be cancelled by any party signatory hereto upon thirty- (30) days written notice to the other. During the intervening thirty(30) day period or as mutually agreed, the parties may meet in an effort to resolve any issues precipitating the cancellation notice.

(b) In the event efforts to resolve conflicting issues are not successful and this agreement is cancelled, the method of assigning vacancies shall revert to processes outlined in the parties respective Hub Agreements.

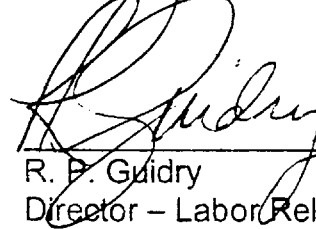
SIGNED THIS 8th DAY OF June, 2001

FOR THE
UNITED TRANSPORTATION
UNION



Mr. S. B. Rudel
General Chairman - UTU

FOR THE
UNION PACIFIC RAILROAD



R. P. Guidry
Director - Labor Relations



Mr. L. L. Overton
General Chairman - UTU

MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

ESTABLISHMENT OF INTERDIVISIONAL SERVICE

OKLAHOMA CITY, OKLAHOMA - WICHITA, KANSAS

On September 17, 2001, Union Pacific Railroad Company ("Carrier" or "UP") served notice of its intention to establish new interdivisional service between Oklahoma City, Oklahoma, and Wichita, Kansas, under the conditions set forth in Article IX of the October 31, 1985 UTU National Agreement, as amended.

The parties signatory hereto have, pursuant to the above-cited Article, agreed to the terms governing this new interdivisional service. Specifically, **IT IS AGREED:**

I. Interdivisional Service

Section 1: Operations

- A. Carrier may establish interdivisional pool freight service to operate between Oklahoma City, Oklahoma and Wichita, Kansas.
- B. Oklahoma City will be the home terminal and Wichita the away-from-home terminal for employees working in this interdivisional service.
- C. Crews in this service may operate between Oklahoma City and Wichita on UP trackage (via El Reno) or via UP trackage rights on BNSF (via Winfield). The route miles are as follows:

Between Oklahoma City and Wichita on UP trackage (via El Reno)
190 miles

Between Oklahoma City and Wichita on BNSF trackage (via Winfield)
160 miles

NOTE: The mileage specified above to be paid for the Oklahoma City - Wichita runs are subject to final verification by the parties.

- D. Nothing herein shall preclude Carrier from using employees assigned to the Chickasha Extra List to protect this service if an Oklahoma City crew is unavailable. If the Chickasha Extra List is likewise exhausted, the Chickasha - Wichita Pool may be used to protect this service.

Section 2: Meals En Route

Meals en route for employees working in this service will be governed by Article IX, Section 2, Paragraph (e) of the October 31, 1985 UTU National Agreement.

Section 3: Away-From-Home Terminal Meals

Away-from-home terminal meal allowances for employees working in this service will be governed by Article IX, Section 2, Paragraph (d) of the October 31, 1985 UTU National Agreement.

Section 4: Transportation

The provisions of Article IX, Section 2, Paragraph (c) of the October 31, 1985 UTU National Agreement will apply for employees working in this service.

Section 5: Suitable Lodging

The Carrier will, in accordance with applicable existing Agreement requirements, provide suitable lodging at the away-from-home terminal for employees working in this service.

Section 6: Hours-of-Service Relief

- A. Extra crews from Oklahoma City shall protect turnaround hours of service relief for trains destined to Oklahoma City. If no extra crews are available or assigned at Oklahoma City, an Oklahoma City pool crew may be used to provide turnaround hours of service relief for trains destined to Oklahoma City.
- B. Carrier may use crews from the Chickasha - Wichita Pool to provide all turnaround hours of service relief for trains in this service

that are destined to Wichita. Should pool service operating between Oklahoma City and Wichita increase to the point where Oklahoma City crews can efficiently protect turnaround hours of service relief for its trains destined for Wichita, the General Chairman and Labor Relations Director shall meet and discuss an independent operation.

- C. Regular or Extra crews used in this turnaround hours of service relief shall be considered called in combination deadhead/service and shall be paid as such.
- D. Nothing herein shall prevent the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours-of-service relief within road/yard service zones, pool crews performing through freight combined service/deadheads between terminals, road switchers handling trains within their zones and/or using a trainman from a following train to work a preceding train.

Section 7: Extra List

The Carrier will establish an extra list at Oklahoma City to protect temporary vacancies on the Oklahoma City Branch that currently consists of the following assignments:

1. Shawnee Local
2. Oklahoma City Yard Switcher
3. Oklahoma City El Reno TSE
4. Oklahoma City - Wichita Pool

The extra list at Chickasha may be required to protect vacancies on the Oklahoma City Branch absent available crews.

II. Implementation

Section 1: Notice

The Carrier shall give the General Chairman fifteen (15) days written notice of its intent to implement this Agreement.

Section 2: Assignments/Bulletins

The UTU Local Chairman and representatives from CMS, Timekeeping and Labor Relations shall work together to ensure the provisions of this Agreement are fully and properly implemented.

III. Protective Conditions

Employees adversely affected as a result of implementation of this Agreement will be entitled to the protective benefits set forth in Article IX, Section 7 of the October 31, 1985 UTU National Agreement.

IV. General


Section 1: Savings Clauses

A. In the event the provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions set forth herein shall prevail and apply.

B. The terms and conditions of this Agreement are intended to address and/or apply to the interdivisional service run between Oklahoma City and Wichita. Accordingly, such terms and conditions shall not be applied, or interpreted to apply, to other locations, runs, etc.

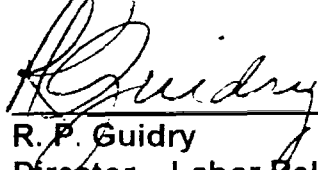
Signed this 12th day of June, 2002 in Fort Worth Texas.

FOR THE UNITED TRANSPORTATION
UNION:



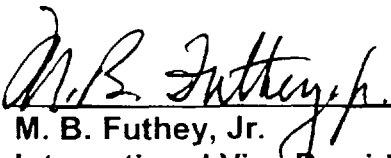
S. B. Rudel
General Chairman, UTU

FOR THE UNION PACIFIC RAILROAD
COMPANY:



R. P. Guidry
Director – Labor Relations

Approved:



M. B. Futhey, Jr.
International Vice President, UTU

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

And the

UNITED TRANSPORTATION UNION

Relating to the assignment of Train Service Employees to TSE positions within the Dallas - Fort Worth Hub

THEREFORE IT IS AGREED:

Section 1: TSE positions with on/off duty points at Dallas or Fort Worth proper that have a designated thirty-five (35) mile "radius operation" will be assigned utilizing trainmen's consolidated/common seniority date.

Section 2: Side Letter #2 of the October 28, 1994 TSE/Road Switcher Agreement and any territorial work designations governing "radius assignments" stipulated in the Dallas Fort-Worth Hub Agreement are hereby suspended. Should either party cancel this Agreement, the suspended provisions will be reinstated and considered in full force and effect.

Section 3: If insufficient bids are received for a bulletined/vacant "radius assignment" at Dallas or Fort Worth proper, the junior unassigned conductor or brakeman, as the case might be, from that home terminal location will be assigned. If there are no train service employees at that home terminal location to be assigned, the junior unassigned conductor or brakeman, as the case might be, from the Dallas-Fort Worth area will be assigned.

Section 4: It is understood that the Carrier will not be put to any additional expense as a result of this Agreement. Moreover, no claims or grievances will be filed or progressed as a result of the application of this Agreement. Any dispute concerning the application of this agreement may be handled directly with the undersigned.

Section 5: Any Agreement in conflict with this agreement shall be cancelled and/or superceded as of the effective date of this Agreement subject to Section 2 above.

Section 6: This agreement shall become effective thirty-days (30) from the date signed, is without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) or dispute resolution and may be cancelled by either party upon ten (10)-days written notice to the other.

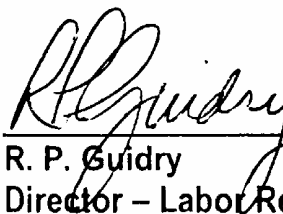
SIGNED THIS 28 TH DAY OF August, 2002, IN SPRING, TEXAS

FOR THE UNITED TRANSPORTATION
UNION



S. B. Rudel
General Chairman, UTU

FOR THE UNION PACIFIC
RAILROAD COMPANY:



R. P. Guidry
Director - Labor Relations