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

between the

UNION PACIFIC RAILROAD COMPANY SOUTHERN PACIFIC TRANSPORTATION COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

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 ("SF"), 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 engineers 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/ValleyJot. (including); Dallas (including) south to Ennis (including); Plano Jct southwest to Ft. Worth and Ft. Worth northeast to McAlester(not including). (This includes all main and branch lines, industrial leads and stations between the points identified). This seniority district has provisions spelled out later in this document that combines Longview Hub engineers seniority with engineers in this Hub.
- B. Engineers with home terminals within the DFW Hub may work to points outside the Hub without infringing on the rights of other engineers in other

Hubs and engineers outside the Hub may work to points inside the Hub without infringing on the rights of engineers 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: 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 engineers in this Hub

work on tracks also used by engineers 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 a designated extra board.

- D. When new locals are put on that will have an on duty point in this Hub and work both inside the Hub and outside the Hub, it shall be filled on a 50/50 equity basis with the DFW Hub filling the initial bulletin. The equity arrangement may be changed by agreement between the local chairmen involved with written confirmation from the General Chairmen to the Carrier.
- 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.

The following seniority consolidations will be made:

A. 1. A new seniority district, known as the DFW Hub, will be formed and a master UP/BLE DFW Hub Merged Engineer's Seniority Roster, will be created from engineers assigned / working in the territory comprising the new DFW Hub and those outside the Hub who have

rights to place in the Hub and elect to place in the Hub. (See section of this Article II for integration of Longview Hub seniority)

2. The number of engineers who will be placed on the roster will be capped at the level of UP, SF, and SSW positions that existed in the month prior to the merger being approved or the number of current positions whichever is greater. As a result, but unlikely to happen, engineers electing to come into the Hub may bump some engineers out of the Hub. These elections and displacements shall be seniority moves and not entitled to a relocation allowance. Should more positions exist at time of implementation then the pre merger numbers shall set a template.

NOTE:

Engineers who may have a relocation allowance held in abeyance from a merger transaction may utilize that allowance if electing this Hub and meet the relocation provisions.

B. The new rosters will be created as follows:

- 1. Engineers assigned on the seniority rosters identified in Section A above will be dovetailed based upon their current engineer's seniority date or consolidated seniority date, whichever is applicable. For UP engineers it will be the pre KATY merger seniority date, not the 1989 merger date. This shall include any engineer working in train service or as a hostler in the DFW Hub. If this process results in engineers having identical seniority dates, seniority ranking will be determined by the employee's earliest retained fireman's date with the Carrier and if still identical then on the earliest retained hire date.
- 2. All engineers placed on the roster may work all assignments protected by the roster in accordance with their seniority and the provisions set forth in this agreement and the controlling collective bargaining agreement.
- 3. Engineers who elect to be placed on the DFW Hub Merged Engineer's Seniority Roster shall relinquish all seniority outside the Hub upon implementation of this Agreement and all seniority inside the Hub held by engineers 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 and by default become a permanent DFW Hub engineer.

- 4. Engineers hired or promoted after the implementation of the Longview Hub (02-01-98) shall only have common seniority unless the Cap in A, 1, above is not filled. If not filled, then engineers hired or promoted in either the Longview or DFW Hub after 02-01-98 shall be offered a prior right Cap spot, in seniority order, until the Cap is filled. Once the DFW Cap is filled all other common engineers shall remain as common engineers.
- 5. Engineers who are on an authorized leave of absence or who are dismissed and later reinstated with seniority unimpaired, 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 engineers until they return to service in a Hub or other location at which time they will be placed on the appropriate seniority rosters and removed from the inactive roster.
- 6. Engineers currently borrowed out to the DFW Hub, will be released when their services are no longer required and will not establish a permanent date on the merged roster.
- 7. The work on the Oklahoma City subdivision that is currently protected from the Coffeyville/Van Buren roster shall be transferred to this Hub and the following shall govern seniority.
 - a. Those engineers on the assignment on the date of the thirty day notice of implementation shall have first rights to retain those assignments and be placed on the DFW Hub roster.
 - b. Should those engineers elect to not retain those assignments then they shall be offered to the Coffeyville\Van Buren roster for bid and the successful bidders shall be placed on the DFW roster. Should no one bid the assignments then they shall be available to the DFW roster. Thereafter they shall only be available to the DFW roster.
- C. Prior right provisions as set forth below, shall govern the following assignments.
 - 1. Ft. Worth/Taylor/Hearne/Smithville (SP 16%, UP 84%, up to the baseline of 45 then dovetail roster.)

- 2. Ft. Worth Sweetwater (UP 100%, up to the baseline of 6 then dovetail roster.)
- 3. Ft. Worth Childress/Chickasha/Purcell (UP 62%, SSW 38% up to the baseline of 16 then dovetail roster.)
- 4. Ft. Worth McAlester (UP 100%, up to the baseline of 34* then dovetail roster.)
- 5. Ft. Worth Denison (UP 100%, up to the baseline of 34* then dovetail roster.)
- 6. Dallas Taylor/Hearne/Tyler (SP 100% up to the baseline of 8 then dovetail roster.)
- 7. Sweetwater Toyah (UP 100% up to the baseline of 5 then dovetail roster.)
- 8. Chickasha/Purcell Wichita/Winfield (UP1 00% up to the baseline of 9 then dovetail roster.)
- 9. Chico Aggregate (UP 100% up to the baseline of 4 then dovetail roster.)
- 10. Chickasha Lawton regional pool (UPIOO% up to the baseline of 2 then dovetail roster.)
- 11. Denison McAlester (UP100% up to the baseline of 34* then dovetail roster.)
 - NOTE: The baseline of 34 for paragraphs 4,5 and Ills a total amount for those three pools. Within thirty (30) days of implementation the local chairman shall notify the Carrier in writing of the distribution of the total for the three pools and it shall not change after that. For example if 4 has 20 and 5 and 11 have 7 each then those are the baselines for the remainder of the initial baseline period, If not notified then the General Chairman shall set the baseline divisions.
- 12. Ft. Worth yard assignments prior rights shall be based on the attached chart (SP 3%, UP 97%,)
- 13. Dallas yard assignments prior rights shall be based on the attached chart (SP 22%, UP 69%, SSW 9%)

- 14. Arlington TSE assignments (UP100%) with a baseline of 10 however two GSW assignments shall be prior righted to those with prior GSW seniority.
- 15. Yard assignments at the following outlying points shall be prior righted with the baseline in brackets: Hearne (SF) (3), Waco(SSW) (1), Ennis (SF) (1), Oklahoma City (UP)(1), Enid (UP) (2), Big Spring (UP) (3), Odessa (UP) (2) and Denison (UP) (1). These are not prior righted if changed to non yard assignments.
- 16. All other assignments shall be filled from the dovetail roster.
- D. Prior rights shall be phased out on the following basis:
 - 1. For the first three years after implementation the pools shall retain prior rights up to the baseline level of 100%. At the start of the fourth year the prior rights shall fall to 67% and at the start of the fifth year at 33% and at the start of the sixth year all pool turns shall be assigned off the common roster.
 - 2. DFW Hub Yard assignments and Arlington and GSW TSE assignments prior rights shall be reduced at the same time as the pool assignments except beginning with the 4th year all third shift assignments will be assigned using the common roster, beginning with the 5th year all second shift assignments will be assigned using the common roster and beginning with the 6th year all assignments will be filled using the common roster.
- E. All vacancies within the DFW Hub must be filled prior to any engineer being reduced from the working list or prior to engineers being permitted to exercise to a reserve board. All engineers not eligible to hold a reserve board must be displaced prior to any engineer holding a position on a reserve board. (See Article VI for "Home Rule" provisions)
- F. Engineers 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.
- G. SPEL and 55W engineers 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.

H. Longview Hub seniority and DFW Hub seniority shall be consolidated as provided in side letter no. 5.

Hearne/Valley Jct. Seniority shall be as follows:

- 1. Regular assignments, including Article 1,0 assignments (which are filled by the home Hub roster), shall be filled first by Home Hub or DFW engineers, whichever is applicable. If an assignment goes no bid from the DFW engineers or Home Hub engineers, engineers from other Hubs that run into Hearne may bid on these assignments. When assigned they will be subject to displacement from DFW or Home Hub engineers. If no bid from any engineer then recall shall be from the DFW Hub or Home Hub as appropriate.
- 2. Extra board assignments shall be available for bid by engineers in the following order of selection 1. Houston, 2. San Antonio 3. DFW 4 Longview (repeated as necessary). If an assignments goes no bid from the designated non DFW areas the assignments shall henceforth belong to the DFW Hub. These prior rights do not phase out with the pool prior rights but remain as long as the other Hubs bid them in.

III. POOL FREIGHT AND OTHER ROAD SERVICE OPERATIONS.

- A. Existing UP and SF 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 "I" between them such as Taylor/Hearne/Smithville have multiple away from home terminals with crews being tied up- at either location. 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. The Ft. Worth East/West extra board shall protect Ft. Worth –Dallas / Mesquite work. Engineers running between Ft. Worth and Dallas/Mesquite shall not be tied up at Dallas/Mesquite but returned to the on duty point.

- c. Ft. Worth Childress/Chickasha/Pool 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.
- 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. The Dallas extra board shall protect Dallas/Mesquite Ft. Worth work. Extra Engineers 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,b 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. If sufficient work exists that would result in a pool of 4 or more in either direction then a pool may be established. A pool may be established at only one location if only that location has sufficient work and the other location does not.

- 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 with Chickasha as the on and off duty point. This pool may be abolished and run off the extra board.
- 5. Operations with a home terminal at Chico shall operate as follows:
 - a. Within the Hub engineers 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 a Dallas crew 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. An engineer in this pool can take aggregate trains to points up to and including Terrell, Texas.
 - d. Engineers 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. Engineers 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.
 - 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.
 - 2. The overtime rule in the September 19, 1997 letter shall apply to all engineers in engine service prior to implementation and shall not terminate on December 31, 1999. Overtime will be paid in accordance with Article IV of the 1991 BLE National Agreement for all other engineers.
 - 3. Transportation will be provided in accordance with Section 2,c of Article IX of the May 19, 1986 BLE 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 May 19, 1986 BEE National Agreement, as amended by the 1991 BEE 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.
 - 6. There are no train length limitations and no work event restrictions other than those contained in the National Agreements, Awards and implementation Documents.
 - 7. Pool engineers 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. Since most of the pools in this Hub are changed as to miles, routing or number of destinations, the parties will meet to develop a new regulation factor that takes into account the differing lengths of the pools. Until the new regulating factor is agreed to the regulating factor shall be between 4160 and 4940 miles per month.
- 10. Engineers called to a destination and depart the terminal for that 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 1: A crew is called to go from Ft. Worth to Smithville via Taylor and expires on the hours of service at Taylor. CMS cannot change the call to Taylor and avoid payment to Smithville.
 - Example 2: 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.
- 11. Pools with multiple away from home terminals shall be operated on a first in first out basis at the home terminal. Each away from home terminal shall have its own calling board. At the AFHT engineers, subject to rest, shall be repositioned in the order called at the home terminal with respect to other engineers from the same home terminals at that AFHT.
- 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. (Payment provisions paid formerly on this assignment are no longer applicable).
 - EXAMPLE: If the road switcher rate is \$147/day then the first 100 miles is paid \$147 and overmiles shall be paid \$1.47 per mile.
- C. 1. 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. Engineers being transported in this

manner will be paid the greater of highway mileage or time consumed on a minute basis at the basic pro rata through freight rate. The parties will drive the highway miles and add a letter to this agreement identifying the actual miles.

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).

2. Engineers running between Taylor/Hearne/Smithville on the return trip are not being repositioned but are moving in straight away or combined service.

EXAMPLE:

A crew at the AFHT of Smithville is called to deadhead to Taylor to pick up a train to Ft. Worth. This is not repositioning but straightaway service.

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. Engineers 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 an engineer 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 Article 1, C.
- 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 1986 National Implementation Award.
- H. A terminal runaround occurs when engineers from the same pool, going to the same destination, depart the same yard or location in other than the order called and both crews have their power attached to their train. "Depart" means that a train has started moving on the track it was made up in. A terminal runaround does not occur between a working engineer and an engineer deadheading.
 - Example 1:

Two engineers are called on duty in the Ft. Worth Heamellaylor/Smithville pool. The first out engineer receives his train at Centennial Yard and the second engineer receives his train at Ney Yard. Both trains are destined to Hearne. There cannot be a terminal runaround because the engineers did not depart from the same yard.

Example 2:

Two engineers are called on duty in the Ft. Worth Hearne/Taylor/Smithville pool. The first out engineer is on a train destined for Hearne. The second engineer is on a train destined for Smithville. Both are departing Ney Yard. There cannot be a terminal runaround because the engineers are not going to the same destination.

Example 3:

Two engineers are called on duty in the Ft. Worth Hearne/Taylor/Smithville pool and both trains are in the same yard and going to Hearne. If both trains have their outbound power attached, a terminal runaround can occur.

Example 4:

Same set of facts as Example 3; however, one crew is required to go to the mechanical facilities to obtain all or a part of their power consist. If the second crew departs the yard prior to the first crew returning to their train and putting their power on it, no runaround has occurred.

Example 5:

Two engineers are called from the same extra board and the first one is called to work a train running from Ft. Worth to Hearne and the other is called to work a train running from Ft. Worth to Smithville. No runaround can occur even if they depart from the same yard.

- I. Engineers with displacement rights exercising in pool freight service shall place into the pool at the home terminal in the position occupied by the junior engineer at which time the junior pool freight engineer will be removed. If such junior pool freight engineer is on-duty, or at the away-from-home terminal; the senior engineer shall be placed last out and such junior engineer will be removed from the pool following his/her subsequent tie-up at the home terminal. Any unassigned pool position shall be considered the junior position to be displaced. The Organization may cancel this rule at the end of the six year New York Dock period upon giving the General Director Labor Relations a 30 day written notice. Upon cancellation the CBA rule in affect on the day prior to implementation of this agreement shall be reinstated.
- J. The different pools identified in this agreement 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.

IV. TERMINAL AND OTHER CONSOLIDATIONS

- A. 1. At all joint terminal locations, all UP and SF 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 SF 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 limits:

SUBDIVISION I LINE	MILEPOST
Ft. Worth	243.2
Baird	252
Dallas	243 (E Ft. Worth)
Dallas via Sylvania	628
Choctaw	747

OKT	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 limits:

SUBDIVISION I 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)

D. The terminal limits of Hearne/ValleyJct. shall be as follows:

SUBDIVISION I 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.
- F. The terminal (Station) 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 limits for road crews and Carrier Officers the Article Ill, D, 25 mile limits 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

V. EXTRA BOARDS

- A. Combination road/yard extra boards may be established at the following locations with the following areas of coverage:
 - 1. <u>Ft Worth North</u> to cover the pools to McAlester, Chickasha, Childress and Purcell; turnaround hours of service relief for trains heading to Ft. Worth from those points; Wichita Falls work; non pool assignments that operate on those lines with home terminals between Ft. Worth and Hicks and Pilot Point and other usual extra board work in these areas.
 - 2. <u>Ft. Worth South</u> to cover the pools to Smithville, Taylor, and Hearne; turnaround hours of service relief for trains heading to Ft. Worth from these 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. <u>Ft. Worth East/West</u> to cover the pool to Sweetwater; turnaround hours of service relief for trains heading to Ft. Worth from Sweetwater and Longview (when trains have at least reached Mesquite); non pool assignments that operate on those lines with home terminals between Ft. Worth and Eastland and Arlington (not including), turnaround service to Dallas/Mesquite, Ft. Worth yard assignments, and other usual extra board work in these areas.
 - 4. <u>Dallas</u> 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 at least reached Terrell); non pool assignments that operate on those lines with home terminals at and south of Dallas including Waxahachie, and Ennis, Gude, West of Dallas to Arlington, Dallas yard assignments and other usual extra board work in these areas.
 - 5. <u>Chico</u> to cover the Chico aggregate pooi and hours of service relief for trains 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. <u>Hearne</u> to cover all assignments that go on duty in the Hearne/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 Marjorie, Marlin, Gude, Marquez, Giddings and Navasota.

- 7. <u>Sweetwater</u> 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. <u>Chickasha</u> to cover the pool to Wichita/Winfield; 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. <u>Bellmead</u> 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 for Taylor between Waco and Taylor and other usual extra board work in these areas.
- 10. <u>Big Spring</u> 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.
- 11. <u>Arlington</u> to cover all non pool operations with a home terminal in the Arlington area including former Great Southwest assignments.
- 12. <u>Denison</u> to cover the pool to McAlester and turnaround hours of service relief for trains heading to Denison from either direction and 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.
- 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 engineer 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. Engineers 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 engineer 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 engineer 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 engineer is called for an assignment that goes on duty at the West end of Centennial yard. The engineer 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, 1-12 above or to consolidate pre-existing extra boards into those in A, 1-12 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.
- E. When the above extra boards are exhausted then the current vacancy procedures shall be used to fill vacancies.

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 1986 and 1991 National Arbitration Award and Implementing Agreements.
- B. Engineers will be transported to/from their trains to/from their designated on/off duty point in accordance with Article VIII, Section 1 of the May 1986 National Arbitration Award. Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

- C. The current application of National Agreement provisions regarding road work and Hours of Service reflef 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. Entry rate provisions established prior to the implementation date of this agreement shall be waived for current engineers and those hired/promoted subsequent to the implementation date.
- E. If an assignment goes no bid and there are demoted engineers, the senior demoted engineer working within 50 miles of the assignment shall be recalled to engine service and placed on the vacant assignment. If no such engineers then the senior demoted engineer working in the source of supply and finally the senior demoted engineer on the seniority roster shall be recalled.
- The Carrier has selected the October 1, 1977 (reprinted October 1, 1991) UPRR/BLE Agreement as the collective bargaining agreement for this Hub. Engineers working in the DFW Hub shall be governed, in addition to the provisions of this Agreement, including all addenda and side letter agreements pertaining to that agreement, previous National Agreementl Award/Implementing Document provisions still applicable and this merger agreement. 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.
- G. The Carrier will provide copies of the designated collective bargaining agreement (local, system and national) to those engineers who do not have a copy at the earliest possible date, but no later than by date of implementation of this Agreement.
- H. Engineers, both pool and extra board, when called in turnaround hours of service relief shall be considered called as in combination deadhead/service and shall be paid as such.

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 engineers who are listed on the DFW Hub Merged Rosters on implementation day and working in engine service. This protection will start with the effective (implementation) date of this agreement and any interim protection shall end. The engineers 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. This does not include those engineers working in the Longview Hub who are placed on the DFW roster as they have already started their NYD protection period.

- B. This protection is wage only and hours will not be taken into account.
- C. Engineers required to relocate under this agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an engineer 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. Engineers receiving an "in lieu of' relocation allowance pursuant to this implementing agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years. If an engineer is no longer able to hold at this location later during the two year period and relocates to a position more than thirty miles from this location then they will not be required to move back if able to later hold at that location.
 - 6. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of' relocation allowance under this implementing agreement. An engineer who received an "in lieu of' relocation allowance under the Longview Hub agreement shall not be eligible for one under this agreement.

- 7. Required to relocate shall include engineers who are the senior bidder for an assignment and they reside (within 30 miles) at a location where the work was moved from and they are bidding on the assignments where work is moved to.
 - EXAMPLE: When pools are rearranged and positions are relocated from Big Spring to Sweetwater and Ft. Worth, senior bidders from Big Spring will be treated as "required" to relocate when bidding on these assignments. Likewise if a Ft. Worth engineer bids on a Sweetwater assignment they are not "required to relocate because no work was transferred from Ft. Worth to that location.
- D. There will be no pyramiding of benefits.
- E. Engineers who do not have an interim protection shall select either the calendar year 1995 or 1996 to have their TPA calculated. Local Chairmen will provide the protection bureau a list of the names and SSN's and the year that the engineer selects to have his/her TPA developed. If an engineer is currently covered by an interim protection TPA due to the merger then the engineer may elect to retain that TPA or select the period January 1, 1995 through December 31, 1995. Engineers who were employed after the year 1995 shall use the twelve month period prior to implementation. When TPA's are mailed to the engineers the engineer must respond within thirty days from the date of the letter or they will be given the higher TPA. The TPA for union officers will be based on the two engineers above and two engineers below the officer with regular work records in the same class of service on the pre-merger roster or their regular TPA, whichever is larger.
- F. When an extra engineer takes a paid personal leave day and is marked up at the end of the 24 hour period, the personal leave day will be calculated for protection purposes as a single day even though the time off may span parts of two separate calendar days. This is without prejudice or precedent to other Hubs with different offset provisions.
- G. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this agreement.

VIII. FAMILIARIZATION

A. Engineers involved in the consolidation of the DFW Hub covered by this Agreement whose assignments require performance of duties on a new geographic territory not familiar to them will be given full cooperation, assistance and guidance in order that their familiarization shall be

accomplished as quickly as possible. Engineers will not be required to lose time or ride the road on their own time in order to qualify for these new operations.

- B. Engineers will be provided with a sufficient number of familiarization trips in order to become familiar with the new territory. Issues concerning individual 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 of Operating Practices in implementing this section. Familiarization issues not settled at the local level shall be referred to the Director Labor Relations and the General Chairman for review.
- C. Engineers hired subsequent to the effective date of this document will be qualified in accordance with current Federal Railroad Administration certification regulations and paid in accordance with the local agreements that will cover the Hub.
- D. Upon implementation but prior to pools being combined, such as Ft. Worth to Taylor/Hearne, the Carrier may call the first out SP and first out UP engineer to go together, over the entire run, for familiarization purposes in addition to using other methods such as a peer training pool, the engineers extra board and certified Carrier Officers. In addition the provisions of Side Letter No. 4 of this Hub shall be applicable and a copy is attached hereto.
- E. During implementation of the Hub when possible, engineers will not be removed from their regular assignments to become peer trainers and any engineer who work their assignment (road and yard service) accompanied by an engineer taking a familiarization trip in connection with the merger shall be paid one (1) hour at the straight time rate of pay in addition to all other earnings for each tour of duty. This payment shall not be used to offset any extra board or pool freight guarantee payments. Engineers will be required to submit a timeslip indicating he/she was required to train another engineer and shall include the name of the engineer taking the familiarization trip on the timeslip.

IX. IMPLEMENTATION

- A. The Carrier shall give 30 days written notice for implementation of this agreement and the number of initial positions that will be changed in the Hub. Engineers whose assignments are changed shall be permitted to exercise their new seniority. After the initial implementation the 10 day provisions of the various Articles shall govern.
- B. This agreement does not require the rebulletining of all assignments due to it's implementation. When pools and/or extra boards are combined they shall

be rebullitened prior to that time. After implementation all displacements shall be made under the selected CBA. It is not the intent of these provisions to have engineers not bid but wait until implementation day and then displace. Engineers must place on assignment and local chairmen and CMS will call those engineers that do not place and have them make a selection/displacement prior to implementation day so that all engineers have an assignment on that day.

C. When assignments are relocated and engineers are required to relocate, CMS and the Local Chairmen will work together to assist in this transition process.

X. <u>HEALTH AND WELFARE</u>

- A. Engineers currently are under either the National Plan or the Union Pacific Engineers Hospital Association. Engineers coming under a new CBA will have ninety (90) days to make an election as to keeping their old Health and Welfare coverage or coming under the Health and Welfare coverage of their new CBA. Engineers who do not make an election will have been deemed to elect to retain their current coverage. Engineers hired after the date of implementation will be covered under the plan provided for in the surviving CBA.
- B. If an engineer is covered under a group life and/or disability insurance policy provided for in his/her collective bargaining agreement and that collective bargaining agreement is not the surviving collective bargaining agreement, the Carrier shall continue the premium payments required at the time of implementation of this agreement for those engineers presently covered under those provisions for a period of six years, beginning January 1, 1998.

This Dallas Ft. Worth Hub Merger Agreement is entered into this 29th day of April 1999.

For the Organization:

W. R. Slone

General Chairman BLE UP

R. A. Poe

General Chairman BLE SPEL

D. E. Thompson

General Chairman BLE SSW

D. M. Hahs

Vice President BLE

J. L. McCoy

Vice President BLE

For the Carrier:

W. S. Hinckley

General Director Labor Relations

H. E. Hanley

Ass. Vice-President Southern Region

QUESTIONS AND ANSWERS DFW HUB

Article I - Hub

- Q1. What Hub is Hearne/Valley Jct. in?
- Al. Assignments with a home terminal at Hearne/Valley Jct. are in the Dallas/Ft. Worth Hub unless they are an Article I, C assignment. Hearne/Valley Jct. will be an away from home terminal for engineers from several different Hubs.
- Q2. Will engineers from other Hubs have any right to assignments at Hearne/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 Hearne/Valley Jct. Is there a difference?
- A3. No, the references to Hearne are to the entire Hearne/Valley Jct. area.
- Q4. Are assignments on the Oklahoma City Sub Division part of this Hub?
- A4. Yes, and Article II provides for the manner of selecting the engineers.
- Q5. If a current assignment operates in two Hubs will both Hubs have equity in that assignment?
- A5. No, Unless specifically provided for in this agreement.
- 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. 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?
- A7. 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

- Q8. Does the "earliest retained hire date" in Article II B (I) refer only to an operating craft date?
- A8. No, it refers to the earliest retained hire date regardless of position. However if an engineer took an allowance that required them to relinquish that seniority then that date would no longer apply.

- Q9. How long will prior rights be in effect?
- A9. For a period of five years with the number of assignments covered by prior rights declining in the last two years.
- Ql 0. In Article II(B)(7), what does the phrase "when their services are no longer required" mean?
- A10. It is the parties intent to release borrow out engineers as soon as practical but without causing an added burden on those engineers who remain in the Hub. When the change in operations result in sufficient engineers to cover the service, then the borrow out engineers services will no longer be required and they will be released.
- Q11. When the new rosters are created, will there be any distinctions between former UP, SSW and SP engineers?
- A11. No, for assignments filled from the common roster. Prior right assignments will be from different pre merger rosters.
- Q12. After implementation, when new engineers start engineer training, what engineer 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, B, 6?
- A13. Yes.
- Q14. In Article 11(E), what does it mean when it refers to protecting all vacancies within the Hub?
- A14. If a vacancy exists in the Hub, without regard to prior rights, it must be filled by an engineer holding reserve board rights prior to placing any engineers on reserve, or supplemental boards.
- Q15. What is the status of pre October 31, 1985 firemen seniority? A15. There is no change in that status.

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 engineer is in non Hub areas or other Hubs (AFHT) that do not have a similar reciprocal agreement?
- A19. No.
- Q20. If an engineer picks up his/her train in the 25 mile zone and runs on back through the terminal will the engineer 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. At Hearne additional road miles have already been added.
- Q21. Does Article Ill, E, require the Carrier to use an extra board engineer to perform turnaround hours of service relief prior to using a pool freight engineer 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 engineer 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 engineer 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 engineer 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. Engineers will be deadheaded to the far terminal in these situations.
- Q24. Is it the intent of this agreement to use crews beyond the 25 mile zone or may an inbound engineer go beyond the final terminal up to 25 miles?
- A24. No, these provisions only apply to outbound engineers at their initial terminal within 25 miles of the initial terminal.
- Q25. In Article III D, is the ~/2 basic day for operating in the 25 mile zone frozen and/or is it a duplicate payment! special allowance and thus applicable to all engineers?
- A25. No, it is subject to future wage and COLA adjustments and it is not a duplicate payment/special allowance and thus applies equally to pre and post 1985 engineers and engineers hired/promoted subsequent to the provisions of this agreement.

- Q26. How is a crew paid if they operate in the 25 mile zone?
- A26. If an engineer is transported to his/her 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 engineer shall be paid as follows:
 - A. One-half basic day at the pro rata through freight rate 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 engineers 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 engineer on a 130 mile run works 6 hours in the 25 mile zone and 7 hours completing their trip to the far terminal. The engineer 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. How will initial terminal delay be determined when performing service as outlined above?
- A28. 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.
 - Example 1: If for example ITD began after one hour fifteen minutes on duty, an engineer who is on duty thirty minutes prior to getting in the van and

leaving for the train will not earn ITO. The time calculation for ITD ends when the van departs and the 25 mile zone time begins at the same time.

- Example 2: When the engineer brings the train back into the on duty terminal it is now an intermediate point and the engineer may only perform work that is permissible at an intermediate point and not the work that is permissible at an initial terminal.
- Q29. Is it the intent of this agreement to use engineers in the 25-mile zone if not qualified to operate on that territory?
- A29. No, it is not the intent of this agreement to require engineers to operate against their will within the 25 mile zone if not qualified on such territory?
- Q30. If an engineer 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 engineers 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. Engineers 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. After implementation these assignments shall operate under the surviving CBA without rebulleting.

ARTICLE IV TERMINAL CONSOLIDATIONS

- Q34. Are the national road/yard Zones covering yard crews (Article VIII of the 1986 National Award) measured from the new terminal limits where the yard assignment goes on duty?
- A34. 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.
- Q35. Are any arbitraries retained for engineers reporting to a specific on duty point in the Ft. Worth terminal?
- A35. 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

- Q36. How many extra boards will be combined at implementation?
- A36. 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 and the effective date for the new extra board.
- Q37. Are these guaranteed extra boards?
- A37. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the surviving CBA guaranteed extra board agreement.
- Q38. Will the Hearne extra board cover short term vacancies at Hearne that are filled on a regular basis from the San Antonio Hub, zone four of the Houston Hub and the Longview Hub as well as the DFW Hub?
- A38. Yes, for example short term vacancies in the Hearne Giddings local will be covered by this extra board.

ARTICLE VI- AGREEMENT COVERAGE

- Q39. 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?
- A39. 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.
- Q40. Is Side Letter No. 1 (December 9,1988) of the KATY merger still applicable?
- A40. It is applicable to engineers in the DFW Hub who have a UP/SSW/SP seniority date applicable in the DFW Hub, as an engineer, preceding the date of Letter Agreement No.1 (December 9,1988). It does not apply to engineers establishing seniority as a locomotive engineer in the DFW Hub subsequent to the implementation of this Implementing Agreement.

ARTICLE VII- PROTECTION

- O41. What is automatic certification?
- A41. An understanding reached by the parties that an engineer 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.
- Q42. How will the test period average be determined?
- A42. The TPA will be calculated in accordance with New York Dock provisions.
- Q43. How does the Carrier calculate test period earnings if, for example, an engineer missed two (2) months compensated service in a 12 month period?
- A43. If an engineer 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.
- **Q44.** How will an engineer be advised of their test period earnings?
- A44. Test period averages will be furnished to each individual and the General Chairmen.
- Q45. An engineer protects an extra board which pays a bonus day to an employee who stays marked up on the board for the entire month. Is this payment included in calculation of test period averages?
- A45. Yes, and used to determine if the TPA has been reached for the month when paid.
- Q46. Is vacation pay received during the test period considered as compensation?
- A46. Yes, and used to determine if the TPA has been reached for the month when paid.
- Q47. Regarding the above question, if an engineer 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?
- A47. Yes.
- Q48. How is length of service calculated?
- A48. It is the length of continuous service an engineer has in the service of the Carrier with a month of credit for each month of compensated service.
- Q49. If an engineer has two years of engineer's service and three years of conductor service, and one year of clerical service how many years of NYD protection will they have?
- A49. Six.
- Q50. How will the engineers know which jobs are higher rated?
- A50. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.
- Q51. Will specific jobs be identified in each grouping?
- A51. Pools, locals and extra boards may be identified separately but yard jobs and road switchers will not be.

- Q52. What rights does an engineer have if he/she is already covered under labor protection provisions resulting from another transaction?
- A52. Section 3 of New York Dock permits engineers to elect which labor protection they wish to be protected under. By agreement between the parties, if an engineer has three years remaining due to the previous implementation of Interdivisional Service the engineer 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 engineer 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.
- Q53. Can you give an example of how Article VII, F applies?
- A53. If an extra engineer takes a personal leave day starting at noon on Monday and marks back up at noon on Tuesday, the protection bureau will calculate the difference between the lost earnings and the amount paid for the day and that will be the offset. A minimum lost earnings would be a single basic day not two basic days.
- Q54. If an engineer has worked full time in yard service during the test period, will they have to place in road service if it is the highest paying assignment to keep from having offsets?
- A54. Recognizing that some engineers have spent considerable time in the yard and have not been on the road in some time, the Carrier will allow these engineers to remain in yard service. It will be the responsibility of the Local Chairmen to identify these individuals. This does not apply to other assignments nor to engineers who worked both in the yard and on the road even if the road service was emergency road service.
- Q55. Why are there different dollar amounts for non-home owners and homeowners?
- A55. New York Dock has two provisions covering relocating. One is <u>Article 1. Section 9. Moving Expenses</u> and the other is <u>Section 12. Losses from Home Removal</u>. 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.
- Q56. Why is there one price on loss on sale of home?
- A56. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or want to go through the procedures to claim the loss under New York Dock.
- Q57. What is loss on sale of home for less than fair value?
- A57. 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.

- Q58. If the parties cannot agree on the loss of fair value what happens?
- A58. 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.
- Q59. What happens if an engineer sells the home for \$20,000 to a family member?
- A59. That is not a bona fide sale and the engineer would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.
- Q60. What is the most difficult part of New York Dock in the sale transaction?
- A60. 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.
- Q61. Who is required to relocate and thus eligible for the allowance?
- A.61 An engineer 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 engineers who are borrow outs or forced inside the Hub and released.
- Q62. Are there mileage components that govern the eligibility for an allowance?
- A62. Yes, the engineer must have a reporting point farther than his/her old reporting point and at least 30 highway miles between the current home and the new reporting point and at least 30 highway miles between reporting points.
- Q63. Can you give some examples?
- A63, The following examples would be applicable.
 - Example 1: Engineer A lives at Big Spring and when the pools are rearranged the engineer can no longer work at Big Spring. The engineer relocates to Sweetwater. The engineer meets the requirement for an allowance and whether he/she is a home owner who sells their home or a non-homeowner determines the amount of the allowance.
 - Example 2: Engineer B lives 35 miles north of Ft. Worth and goes on duty at the SP yard office in Ft. Worth. As a result of the merger he/she goes on duty at the UP yard office which is three miles further away. No allowance is given.
 - Example 3: Engineer D lives in Chico and holds an assignment in Ft. Worth. After the merger they cannot hold at that location and they can hold a position in Chico. Because the engineer can hold in Chico, which is closer to his place of residence, no allowance is given no matter where they finally place.
- Q64. Are there any seniority moves that are eligible for an allowance?
- A64. Yes, when work is moved from one location to another, senior bidders from the location where work is moved from will be eligible.

- Q65. May an engineer sell his home prior to the actual implementation of the merger and still be considered a home owner for relocation purposes?
- A65. 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 engineer meets the requisite test of having been "required to relocate",
 - 2. The sale of the residence occurred at the same location where claimant was working immediately prior to implementation, and
 - 3. The sale of the residence occurred after the date of this Agreement.
- Q66. Will engineers be allowed temporary lodging when relocating?
- A66. Engineers entitled to a relocation allowance shall be given temporary lodging for thirty (30) consecutive days as long as they are marked up.
- Q67. Are there any restrictions on routing of traffic or combining assignments during the implementation period or thereafter?
- A67. 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.
- Q68. Will the Carrier offer separation allowances?
- A68. 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.
- Q69. When will a reserve board be established and under what conditions will they be governed?
- A69. Depending on manpower needs there may be engineers on reserve boards on implementation day. The consolidated reserve board will be effective on that day however agreement provisions requiring all vacancies to be filled and the displacement of engineers not entitled to reserve board positions must be complied with prior to the Carrier opening reserve board positions. The reserve board provisions of the controlling CBA will govern it's operation.
- Q70. Will engineers be eligible for a dismissal separation under NYD?
- A70. For the purposes of NYD separations no engineers will be considered "dismissed" engineers or eligible for NYD separation.
- Q71. Can an engineer be forced outside the Hub after implementation?
- A71. If the engineer 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 engineer has elected to hold his/her seniority in abeyance then there may be conditions that result in the engineer being forced to protect their seniority. One needs to remember that when elections are made if senior engineers elect to come into the Hub creating a surplus, then other engineers could be forced out in connection with this process.

- Q72. If an engineer 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?
- A72. No, they will continue on with the same time period that started with the implementation of the other Hub.
- Q73. If an engineer is displaced does an offset to his/her TPA begin immediately upon being notified?
- A73. By agreement between the parties, the Carrier will allow an engineer up to three hours after being notified to make a displacement without an offset being applied.
- Q74. If an engineer is displaced from his/her assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?
- A74. An engineer's reduction from New York Dock protection would not commence until notification or attempted notification by telephone or in person. The reduction would continue until the engineer placed himself/herself. Computer records will be referred to when needed.
- 075. Can you give some examples of When New York Dock offsets would occur?
- A75. Yes.
 - Example 1: Engineer A is in pool service and lays off and his/her turn goes out and if he/she had worked the trip, would have earned \$500 on the round trip. The offset would be \$500. If the engineer continues to lay off after their turn returns to the home terminal then they may have an additional offset.
 - Example 2: Engineer B is in pool service and at noon on Monday is displaced and the Carrier notifies the employee at 1 PM. The engineer takes 36 hours to make a placement and places on a 4PM yard assignment going to work on Wednesday. The engineer would have 2/30's of their protection offset for the month. Additional offsets may be applicable if the assignment displaced to was not the highest earning assignment they could hold.
 - Example 3: Engineer C is in pool service and takes a single day personal leave and their turn makes a round trip and the employee would have earned \$500. The offset is the difference from the amount paid for the personal leave day and the \$500. If the engineer took a personal leave day between trips and lost no earnings then their would be no offset.

- Example 4: Engineer D is in pool service and is displaced at 8 pm on Monday. The Carrier makes several attempts to contact the engineer beginning at 8AM on Tuesday and finally contacts the engineer at 4PM on Tuesday. The engineer's offset begins at 8AM on Tuesday and the amount depends on when the employee places.
- Example 5: Engineer E is first out on the extra board and misses a call for a HOS relief that would have paid \$150, the offset will be \$150. If the missed call was for a \$500 round trip then the offset would be \$500.

NOTE: This example assumes that the engineer marks back up

after only one trip is missed. Additional time off would

result in additional offsets.

Article VIII- FAMILIARIZATION

- 076. An engineer who makes familiarization trips only on the portion of the geographic territory where he intends to work may later exercise seniority or be forced to another part of the territory with which he is not familiar. Does this Agreement apply to the necessary additional familiarization trips?
- A76. Yes, no matter how much time has elapsed from date of implementation of this Agreement.
- Q77. Who will approve an engineer as being properly familiarized on a new territory?
- A77. An engineer will not be considered qualified on a new territory until check ride is given by the designated Carrier officer as per the requirements of 49 CFR, parts 240.127 and 240.129.
- Q78. If an unqualified extra engineer stands first out for an assignment and the next extra engineer is qualified, may the first out extra engineer be run-around?
- A78. No, however the Carrier will attempt to place engineers unfamiliar with extra board assignments on a familiarization board (paid the same as if on the extra board) to learn the area prior to marking up on the extra board. If the above happens then the Carrier may call the next out engineer to be a pilot, use a qualified officer to ride with them or use one of the peer training engineers.
- Q79. If the next out engineer is used as a pilot, how shall they be compensated? A79. The same as if they had operated the train.

Article IX IMPLEMENTATION

- Q80. On implementation will all engineers be contacted concerning job placement?
- A80. No, the implementation process will be phased in and engineers will remain on their assignments unless abolished or combined and then they may place on another assignment. The new seniority rosters will be available for use by engineers who have a displacement.

- Q81. 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?
- A81. No, these type of clerical errors may be corrected when discovered.
- Q82. May the Carrier implement the agreement if all on duty points do not have "appropriate facilities" as defined in this agreement?
- A82. Yes. Existing facilities may continue to be used and the Carrier will review each of them to determine the needs, if any, at those locations and make such improvements. The parties understand the need to continue to provide competitive transportation service while capital dollars are budgeted and improvements made. If new facilities are built area then those will be in compliance when opened.
- 083. Will assignments as Sweetwater receive a 2 hour call after implementation?
- A83. Yes.
- Q84. Other than seniority what is the status of the Longview Hub Agreement?
- A84. When engineers work on assignments covered by the Longview Hub Agreement they shall be paid and handled per that Agreement and when they work assignments covered by this Agreement they shall be paid and handled per the provisions of this Agreement.

April 29,1999 Side Letter No. I

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 engineers, and your Organization has concerns regarding the quality of the vehicles presently used for transporting engineers, as well as the drivers of said vehicles.

It was Carriers 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:

W. R. Slone General Chairman BLE UP

R. A. Poe General Chairman BLE SPEL

D.E. Thompson General Chairman BLE SSW

April 29, 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 Brotherhood of Locomotive Engineers. During these negotiations, the Organization expressed concern that engineers who expire on the Hours of Service Law would not be transported in a timely manner to the destination terminal.

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

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

Yours truly, W.S. Hinckley General Director-Labor Relations

April 29,1999

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, engineers covered by this Agreement will be required to perform service on unfamiliar territory.

Familiarization will be a large undertaking, and it is to the benefit of both parties that this process begin as soon as possible so that implementation can occur in a more orderly and rapid manner. Therefore, it is understood that Carrier may begin qualifying engineers on unfamiliar territory, to the extent 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. Engineers making familiarization trips which involve greater mileage than their existing (pre-merger) runs will be paid actual mileage to the new objective terminal. Local BLE officers will work with local Carrier officers to implement this Side Letter in the most effective manner.

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

Yours truly

W. S. Hinckley

General Director-Labor Relations

Agreed:

W. R. Slone General Chairman BLE UP R. A. Poe General Chairman BLE SPEL **D. E.** Thompson General Chairman BLE SSW

April 29, 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 1986 National Arbitration Award and the road switcher arbitration award.

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 Ret~tions

Agreed:

W. R. Slone
General Chairman BLE UP
R. A. Poe
General Chairman BLE SPEL **D. E.** Thompson
General Chairman BLE SSW

April 29,1999 Side Letter no. 5

Gentlemen:

During negotiations of the DFW Hub it was agreed that the consolidation of Longview and DFW engineer's seniority would be handled in a separate side letter. As such the following is Article II Section H.

- H. Longview Hub seniority and DFW Hub seniority shall be consolidated in the following manner.
 - 1. Prior to the phase out of all prior rights in the DFW hub, jobs advertised in the DFW Hub that do not receive a DFW prior rights bid will be assigned from the DFW common roster. If there are no bids received from the DFW common roster, then the assignments shall be assigned from the Longview common roster. Like wise, jobs advertised in the Longview Hub that do not receive a prior rights bid, will be assigned from the Longview common roster. If there are no bids received from the Longview common roster, then the assignment shall be assigned from the DFW common roster. If no bids are received, then the jobs going "no bid" will be assigned in accordance with the respective DFW or Longview Hub Agreement.
 - 2. A new consolidated DFW-Longview dovetailed master common roster will be formed by combining the DFW and Longview dovetailed common seniority rosters into one master dovetailed common roster. Subsequent to the prior rights phase out in the DFW Hub, all jobs in the DFW-Longview Hub will be assigned from the consolidated DFWLongview master dovetailed common roster.

Yours truly, W. S. Hinckley General Director Labor Relations

Agreed: W. R. Slone General Chairman BLE UP R. A. Poe General Chairman BLE SPEL

D.E. Thompson General Chairman BLE SSW

February 23, 2000

110.61-17-301

Mr. W. R. Slone General Chairman BLE 6207 Airport Freeway Fort Worth, TX 76117-5321

Dear Sir:

This refers to our conference of February 22, 2000 wherein we discussed the mileage chart of the DFW Hub Agreement. We reviewed the chart and you pointed out that the chart did not reflect the handling of trains from Taylor to Ft. Worth through Ennis. The chart showed routing through Valley Jct. And Temple but it was agreed that at Valley Jct, the train could be routed through either Waco or Ennis.

The 206 miles reflects the routing through Waco and the correct mileage through Ennis is 237. Occasionally a crew leaving Smithville will take a train via Taylor and Ennis and that mileage is 288.

In order to facilitate proper payment to crews handling trains via these routes the parties agree to add to the mileage chart the 237 miles Taylor to Ft. Worth via Ennis and 288 miles for Smithville to Ft. Worth via Ennis.

Yours truly,

W.S. Hinckley

Agreed:

W. R. Slone General Chairman BLE UP Southern July27, 1999

(#1307159973) (S 1630.50-1)

MR W R SLONE GENERAL CHAIRMAN BLE 6207 AIRPORT FREEWAY FORT WORTH TX76117

Dear Sir:

This confirms the parties' understanding with respect to New York Dock Protection and the requirement to obtain the highest paying assignment for employees.

The parties agree if an engineer worked full time in yard and/or traveling switcher service during his/her test period, he/she will not have to place in road service if it is the highest paying assignment to continue protection pay. The Carrier will allow these employees to remain in yard and/or traveling switcher service and it will be the responsibility of the local chairman to identify these individuals.

By making this understanding, it is clearly understood it does not apply to other assignments nor to engineers who have worked both in yard and/or road service, even if the road service was emergency road service.

Finally, it is understood the above will be applicable to all locomotive engineers in the Longview, Houston, San Antonio and DFW Merger Hubs.

If the above properly reflects the parties' understanding on this matter, please execute concurrence in the space provided below.

Sincerely, L. A. Lambert

I Concur: Date: 07/30/99

W.R. Slone — General Chairman /BLE

THROUGH FREIGHT RUNS IN DFW HUB

	<u>UP</u>
Run FTW (Cent) — McAlester FTW (Cent) - Chickasha FTW (Cent) - Valley Jot. FTW (Ney) - Smithville	Miles 197 183 162 218
FTW (Cent) - Taylor	206 via Valley Jct.
FWT (Cent) – Sweetwater Sweetwater – Toyah Chickasha – Wichita FTW (Cent) –Denison Denison –McAlester Chickasha –Enid	167 via Temple 197 219 195 99 98 192
Turnaround	

S	P/UP
Run	Miles
FTW (Ney) _Childress	222
FTW (Cent) Purcell	173
Purcell _Winfield	168
FTW _Heame (via Ennis)	185 Centennial
	177 Ney
Dallas (Miller) -Heame	143
Dallas (Mockingbird) _Heame	153
Dallas (Browder) _Heame	150
Dallas (Miller) - Tyler	125 via Corsicana
Dallas (Mockingbird) _Tyler	135 via Corsicana
Dallas (Browder) _Tyler	132 via Corsicana
Dallas (Miller) _ Tyler	122 via Big Sandy
Dallas (Mockingbird) _Tyler	132 via Big Sandy
Dallas (Browder) - Tyler	129 via Big Sandy

Distance between Centennial Yard and Ney Yard is 4 miles.

Distance between SP Miller Yard and UP Mockingbird Yard is 10 miles, to UP Browder Yard is 7 miles. Distance between SP Miller Yard and Mesquite is 14 miles, to UP Mockingbird Yard is 20 miles, and to UP Browder Yard is 18 miles.