

MERGER IMPLEMENTING AGREEMENT

(San Antonio 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 (“SP”), St. Louis Southwestern Railway Company (“SSW”), SPCSL Corp., and The Denver & Rio Grande Western Railroad Company (“DRGW”) (collectively referred to as “SP”). In approving this transaction, the STB imposed New York Dock labor protective conditions.

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

IT IS AGREED:

I. San Antonio Hub

- A. A new seniority district entitled the San Antonio Hub (“Hub”) shall be created that encompasses the following area: Alpine (including) on the West, Laredo (including) on the South, Corpus Chnsti (including) on the Southeast, Hearne/Valley Jct. (not including) on the Northeast, Katy (including) on the UP line to the East and Glidden (including) on the SP line to the East.
- B. Engineers with home terminals within the San Antonio 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 San Antonio 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 Taylor 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 Smithville may operate to points outside the territorial definitions of the San Antonio Hub, such as to Galveston or Angleton.

NOTE 1: There are several points where this Hub meets zone 4 of the Houston Hub and several runs where engineers from both Hubs may utilize the same tracks.

- 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 San Antonio 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 San Antonio Hub such as the FT. Worth Smithville 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 San Antonio Hub, will be formed and a master UPIBLE San Antonio Hub Merged Engineers Seniority Roster, will be created from engineers assigned / working in the territory comprising the new San Antonio Hub and those outside the Hub who have rights to place in the Hub and elect to place in the Hub. All such engineers shall receive a letter (attachment "A") advising of their opportunities to so place and must elect in writing as to their decision and return a copy to both their local chairman and CMS.

2. The number of engineers who will be placed on the roster will be capped at the level of UP and SP positions that exists on the day notice to implement is served. 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.

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. For example if a Palestine engineer cannot hold at Palestine and relocates to San Antonio under this agreement then they may utilize their relocation allowance if not already used.

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 engineers seniority date or consolidated seniority date, whichever is applicable. For UP engineers it will be the pre KATY merger date not the 1989 merger date. This shall include any engineer working in train service, as a fireman or as a hostler in the San Antonio 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 San Antonio Hub Merged Engineers 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 San Antonio Hub roster or there is no further election and by default become a permanent Hub engineer.
4. Student engineers in training on or before implementation date, will be assigned prior rights, if any, as set forth in this agreement.

5. New engineers hired/placed in training after implementation date, will have no prior rights but will have roster seniority rights in accordance with the provisions set forth in this agreement.
 6. Engineers who are on an authorized leave of absence or who are dismissed and later reinstated will have the right to displace to any Hub and prior rights assignment which may have been established on his/her former territory, provided his/her seniority at time of selection would have permitted him/her to hold that selection. The parties will create an inactive roster for all such 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.
 7. Engineers currently borrowed out to the San Antonio Hub, will be released when their services are no longer required and will not establish a permanent date on the merged roster.
- C. Prior right provisions as set forth below, shall govern the following assignments.
1. Del Rio-Alpine (SP 100% up to the baseline of 32 then dovetail roster.)
 2. San Antonio-Del Rio/Eagle Pass (SP 100% up to the baseline of 38 then dovetail roster.)
 3. San Antonio-Kingsville/Corpus Christi (UP 100% up to the baseline of 5 then dovetail roster.)
 4. San Antonio-Glidden/Bloomington/Nictoria (including Coleta Creek) (SP 100% up to the baseline of 9 then dovetail roster.)
 5. San Antonio-Laredo (UP 100% up to the baseline of 16 then dovetail roster.)
 6. San Antonio-Houston (SP 100% up to the baseline of 31 then dovetail roster.)
 7. Smithville-San Antonio/Taylor/Hearne (UP 100% up to the baseline of 15 then dovetail roster.)

8. Smithville-Bloomington/Victoria (including Coletto Creek) /Glidden/Houston/Galveston/Angelton/ HL&P/LCRA (UP 100% up to the baseline of 12 then dovetail roster.)
9. Georgetown pool (SP 50%/UP 50% up to the baseline of 10 then turn 11 shall be a Houston zone 4 turn and turn 12 shall be a DFW Hub turn and all turns over that number shall be filled from the dovetail roster.) If zone 4 and/or DFW engineers do not voluntarily fill their allocated spots then those turns shall be filled from the dovetail roster from that point on and it shall no longer be an allocated turn.
10. San Antonio-Taylor/Hearne (Initially 50/50 UP odd/SP even, up to a baseline of 40 then dovetail roster.)
11. New Braunfels pool.(UP 100% up to the baseline of 6 then dovetail roster.)
12. San Antonio yard assignments prior rights shall be based on the attached chart (60%SP/40%UP).
13. 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. San Antonio Yard assignment 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 San Antonio 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.

- 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. Engineers assigned to the San Antonio Hub on the effective date of this agreement shall have entry rate provisions waived and engineers hired/promoted after the implementation date of this agreement shall be subject to the rate progression provisions found in Article VI D.
- G. SPEL engineers who are covered by this Implementing Agreement and who have earned vacation in 1998 for 1999 shall be entitled to obtain the benefits of the vacation agreement they worked under in 1998 for the calendar year 1999. Thereafter, vacation benefits shall be as set forth in the controlling agreement on the merged territory.

III. POOL FREIGHT AND OTHER ROAD SERVICE OPERATIONS.

- A. Existing UP and SP pool freight operations in the San Antonio Hub shall be restructured. Where multiple routes exist between terminals the pools may operate over any and all routes or combination of routes as part of their assignments. Pools identified with a ~/- between them such as Taylor/ Hearne have multiple away from home terminals with crews being tied up-at either location. The following shall govern such operations.
 - 1. Operations with home terminal at Del Rio shall be run as and governed by the following:
 - a. Del Rio-Alpine shall be run as a single pool.
 - b. Work between Del Rio Eagle Pass (both directions) shall be handled by the Del Rio extra board. If exhausted then the next source of supply will be a San Antonio Engineer at the away from home terminals of Eagle Pass and/or Del Rio. The pool employee performing this service shall at its completion be worked or deadheaded home.
 - 2. Pool(s) with home terminal at San Antonio shall be run as and governed by the following:
 - a. Pool freight service between San Antonio and Del Rio/ Eagle Pass shall be one pool with multiple away from home terminals.

- b. San Antonio-Kingsville/Corpus Christi shall be one pool with multiple away from home terminals.
 - c. San Antonio-Taylor/Hearne shall be one pool with multiple away from home terminals.
 - d. San Antonio-Houston shall be one pool.
 - e. San Antonio-Glidden/Bloomington (including Coleta Creek and Victoria) shall be one pool with multiple away from home terminals.
 - f. San Antonio-Laredo shall be one pool.
3. Pool(s) with home terminal at Smithville shall be run as and governed by the following:
- a. Smithville-San Antonio/Taylor/Hearne shall be one pool with multiple away from home terminals. This pool may handle traffic between Hearne and LCRA via Giddings with crews being taken to Smithville for tie up when leaving the train at LCRA.
 - b. Smithville-Bloomington (including Coleta Creek and Victoria)/ Glidden/Houston (including HL&P)/Galveston/Angelton/LCRA shall be one pool with multiple away from home terminals.
 - c. If either pool in a or b above fall below four turns then the Carrier may combine the pools with a ten day notice.
4. Pool(s) with home terminal at Georgetown shall be run as and governed by the following:
- 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 San Antonio, tie up for rest and then go to Laredo. 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 San Antonio, on the second tour they could take an

aggregate train to New Braunfels and deadhead on to Georgetown.

- b. They can deliver aggregate trains to any regular pool service point, i.e., San Antonio, Taylor, Smithville, and Hearne and pick up aggregate trains from any of these points. For example, a Georgetown crew can take an aggregate train to Smithville and a Smithville crew will take it to Angelton. Upon return of the empties to Smithville a Georgetown crew could pick it up there or Smithville could take to Taylor for a Georgetown crew to handle to the quarry. If there is a rested available Georgetown crew at Smithville they would be used first back to Georgetown.
 - c. Outside the hub an engineer can take aggregate trains to points up to and including Waco, Palestine, Corsicana, Houston, and Cleveland on the trackage rights. (Houston refers to points in the Houston area currently receiving aggregate trains.
 - d. Employees assigned to this(these) pool(s) are not restrir the number of times they may operate/work into or Georgetown or any other location. Employees assigned to this (these) pool(s) may handle/operate more than one aggregate train during a tour of duty in accordance with the provisions of 4(a) above.
5. Pool(s) with home terminal in the New Braunfels area shall be run as and governed by the following:
- 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 Gardendale, tie up for rest and then go to Laredo. 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 cars do not need to go all the way to the home terminal. If the first tour of duty they took an aggregate train to Flatonía, on the return trip they could leave the aggregate train at San Antonio and deadhead on to New Braunfels.
 - b. They can deliver aggregate trains to any regular pool service point, i.e., San Antonio, Taylor, Smithville, and Hearne and

pick up aggregate trains from any of these points. For example a New Braunfels crew can take an aggregate train to Smithville and a Smithville crew will take it to Angelton. Upon return of the empties to Smithville a New Braunfels crew could pick it up there, or Smithville could take to New Braunfels and deadhead on into San Antonio. If there is a rested and available New Braunfels crew they would be used first back to New Braunfels.

- c. Outside the hub an engineer can take aggregate trains to points up to and including Waco and Navasota.
- d. Employees assigned to this(these) pool(s) are not restricted in the number of times they may operate/work into or out of New Braunfels or any other location. Employees assigned to this (these) pool(s) may handle/operate more than one aggregate train during a tour of duty in accordance with the provisions of 5(a) above.

NOTE 1: Nothing in 4 and 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 pools in 4 and 5 are aggregate pools and it is not intended that they be used in non aggregate service. Aggregates are the various rock type products loaded in the Austin Sub area. It is immaterial as to the size of the aggregates.

NOTE 3: Georgetown pools will handle the aggregate business North of Austin (including) and the New Braunfels area pool will handle the aggregate business North of San Antonio up to but not including Austin.

NOTE 4: In A, 1-5 above, where sufficient miles are not run to warrant a pool, the protecting extra board shall be used until sufficient miles exist to establish a pool.

NOTE 5: There are several loading points in the New Braunfels area and the on duty location has not been developed as of the signing of this Agreement. When it is developed then the Carrier will designate the exact location.

- B. The terms and conditions of the pool operations set forth in Article III A. 1-5 above shall be the same for all pool freight runs whether run as combined pools or separate pools except as set forth in 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. When Section 1 of the September 19, 1997 letter agreement expires on December 31, 1999, overtime will be paid in accordance with Article IV of the 1991 BLE National Agreement, except for the San Antonio Houston pool and the Del Rio- Alpine pool. The pre existing overtime rule for those pools shall remain for employees hired prior to implementation and employees hired after that date shall be paid overtime in accordance with the National Rules governing same and in the same manner previously paid on the UP prior to the merger.
 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 BLE National Agreement, as amended by the 1991 BLE 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 the Houston-Livonia ID run.
9. Engineers that tie up at Taylor shall not remain at Taylor for more than 24 hours without being worked back to San Antonio either direct or via Hearne or deadheaded direct to San Antonio.
10. Regulation of current pools shall continue to be regulated in the same manner as pre merger for the prior right period, except the San Antonio-Taylor/Hearne pool shall be regulated under the provisions of the selected CBA. When regulating “in the same manners, those pools coming under the 130 mile basic day will have their regulation adjusted to reflect the change in the basic day. The parties will meet during the prior right period to develop a common regulating factor for the Hub.
11. Employees called to a destination shall be paid to that destination and movement to another destination shall only be in accordance with the repositioning provisions in Section C below.

Example: A crew is called to go from San Antonio to Hearne and expires on the hours of service at Taylor. CMS cannot change the call to Taylor and avoid payment to Hearne. The crew would be paid the miles to Hearne and repositioning back to Taylor if actually tied up at Taylor.

12. The same conditions shall apply to the aggregate pools in 4 and 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. For 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. The following conditions shall apply for repositioning crews from one away from home terminal to another at the following locations: Eagle Pass-Del Rio; Taylor-Hearne; Kingsville-Corpus Christi and Houston-Galveston-Angelton.

1. Crews may be deadheaded prior to tie-up after the initial trip unless the tie-up is an Hours of Service tie-up, or the deadhead is not started within the twelve-hour period.

EXAMPLE: A crew runs from San Antonio to Eagle Pass. It can be deadheaded from Eagle Pass to Del Rio for tie-up at Del Rio following its original trip from San Antonio provided the Hours of Service is not reached before departing in the Van.

2. Crews may also be deadheaded after tie-up and rest after the initial trip, however an engineer will not be tied up for rest twice at different away from home terminals, unless it is due to a call and release caused by an emergency situation or Act of God.

EXAMPLE: A crew runs from San Antonio to Eagle Pass. After rest, it may be deadheaded from Eagle Pass to Del Rio for a trip from Del Rio to San Antonio, but will not be tied up for rest again at Del Rio before being called on duty.

3. Crews will not be deadheaded by train from one away-from-home terminal to another away-from-home terminal.
4. Once deadheaded between two away-from-home terminals, an employee will not be deadheaded back unless the return trip is part of a combination deadhead/service trip towards the home terminal, except in an emergency situation such as a flood or derailment, If not in combination service then the second deadhead shall be paid a basic day.

EXAMPLE: An employee deadheaded from Taylor to Hearne after a trip to Taylor may on a return trip to San Antonio be used in combination deadhead/service back through Taylor. However, an employee deadheaded from Hearne to Taylor after a trip to Hearne, will not be deadheaded back to Hearne.

5. The miles paid shall be the actual direct highway miles between the two away from home points unless time is greater, and then they shall be paid the greater amount. Time consumed shall be calculated from time relieved at the original destination. Payment shall be at the basic pro rata through freight rate, separate and apart from the service trip.
6. The National Agreements permit an employee deadheading into a terminal to take a train out of that terminal (without a break in service) without creating a runaround. As such the provisions of this rule do not create a runaround.

D. At all home and away from home terminals, both inside and outside the San Antonio 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 Del Rio -Alpine crew receives their westbound train fifteen (15) miles east of Del Rio and runs to Alpine. They shall be paid the actual miles established for the Del Rio -Alpine run and an additional one-half basic day for handling the train from the point fifteen (15) miles east of Del Rio back through Del Rio.

E. Except as provided in (D) above and in NOTE 1 below, hours-of-service relief at both home and away from home terminals shall be handled by extra board available, prior to using pool crews in turn around service. Engineers used for the 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: At Laredo, if a pool crew is rested and available, it shall be used ahead of the extra board, paid actual miles run with a minimum of a basic day and be placed first out after rest for a return trip to San Antonio.

NOTE 2: 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 San Antonio Hub except as provided in of Article I, 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 San Antonio . Del Rio/Eagle Pass pool at San Antonio. The first out engineer receives his train at Kirby Yard and the second engineer receives his train at SoSan Yard. Both trains are destined to Del Rio. 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 San Antonio . Del Rio/Eagle Pass pool at San Antonio. The first out engineer is on a train destined for Del Rio. The second engineer is on a train destined for Eagle Pass. Both are departing SoSan 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 San Antonio . Laredo pool at San Antonio and both trains are in the same yard and going to Laredo. 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 San Antonio to Del Rio and the other is called to work a train running from San Antonio to Laredo. No runaround can occur even if they depart from the same yard.

NOTE 1: Yards or other locations, for purposes of application of this runaround provision, at San Antonio shall include, but not limited to, South San Antonio (“SoSan”) Yard, Kirby Yard, East Yard, San Fernando Yard, Yoakum Bend, auto loading/unloading facilities, intermodal ramp(s), and CPS plant (Rockport Branch).

NOTE 2: Yards or other locations, for purposes of application of this runaround provision, at Houston shall include, but not limited to, Settegast Yard, Englewood Yard, Eureka Yard, Hardy Street Yard, Basin Booth, Pierce Yard, auto loading/unloading facilities, intermodal ramp(s), Glass Track, Congress Yard, Old South Yard, and East Belt Yard.

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

SUBDIVISION / LINE	MILEPOST
Corpus Christi	4.8
Austin (Laredo)	267.0
Austin (Track #1)	259.1
Austin (Track #2)	247.2
Del Rio	222.25
Flatonia	199.54
Kerrville Branch	242.40
Rockport Branch	5.3

NOTE: See Side Letter No. 3 on the Rockport Branch.

- C. The provisions of Sections A and B 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.
- D. The Alpine terminal shall be expanded to include the territory up to the west end of the siding at Alpine Siding.
- E. 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.
- F. Gamer 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. Appropriate facilities will include adequate parking, lockers and restrooms.

V. EXTRA BOARDS

- A. Combination road/yard extra boards may be established at the following locations with the following areas of coverage:

1. Port Laredo - Protect all vacancies on assignments with an on-duty point south of Gardendale to end of the UP line, hours of service relief on trains heading to Laredo that are between Gardendale and Laredo if no rested and available pool crews at Laredo to perform the work, and other usual extra board work between those two points.

NOTE: Engineers will be allowed a 30 minute driving allowance if called to work an assignment at Laredo and they choose to drive their own auto. This payment is in lieu of reporting at Port Laredo and being transported to Laredo and back to Port Laredo after the assignment is ended.

2. San Antonio-Southwest . to cover the pools to Del Rio/Eagle Pass, Laredo, Corpus Christi/Kingsville; hours of service relief for trains heading to San Antonio from those points when trains have at least reached Odlaw, Gardendale and George West; non pool assignments that operate on those lines with home terminals between San Antonio (including) and Odlaw, Gardendale and George West (all inclusive); yard assignments in the San Antonio terminal; and other usual extra board work in these areas.

NOTE: Depending on the needs of service the Gamer may establish a separate extra board for assignments in the San Antonio .Corpus Christi corridor. If established or recombined it shall be done pursuant to a ten day written notice to the General Chairman.

3. San Antonio-Northeast . to cover the pools to Taylor/Hearne Houston, Glidden/Bloomington; hours of service relief for trains heading to San Antonio from those points when within sixty-five miles of San Antonio; non pool assignments that operate on those lines with home terminals between San Antonio (including) and Glidden (including) and Ogden (not including); and other usual extra board work in these areas. This extra board will also protect vacancies in assignments that work the Kerrville Branch.

4. Smithville - to cover all Smithville pools; hours of service relief for trains heading to Smithville that are between Smithville and Sealy, Glidden, Dime Box, Taylor and Ajax(all inclusive); non pool assignments with home terminals at Smithville or between Sealy and Taylor, and Flatonia and Dime Box(all inclusive); and other usual extra board work in these

areas. In addition, hours of service relief on the tn-weekly local even if beyond the above points.

5. Del Rio - to cover the pool to Alpine; all other non pool assignments with an on duty point between Del Rio and Sanderson, Odlaw and Eagle Pass (all inclusive); service between Eagle Pass and Del Rio in both directions; hours of service relief for trains heading to Del Rio and Eagle pass between Sanderson and Odlaw (all inclusive); and other usual extra board work in these areas.
6. Alpine - to cover hours of service relief for trains heading to Alpine that are within 65 miles of Alpine, all other non pool assignments in this area and other usual extra board work in this area. If one assignment then the senior bidder from the two seniority Hubs shall be assigned and if two assignments then the other seniority Hub shall be assigned. If forced then it shall be forced even years from El Paso and odd years from San Antonio Hub.
7. Georgetown - to cover the Georgetown pool; all other non pool assignments with an on duty point between Austin (including) and Majorie (including) not including Taylor; hours of service relief for aggregate trains heading to Georgetown and other usual extra board work in these areas. This extra board shall continue to protect assignments in the Hearne area that are in the San Antonio Hub until the DFW Hub has been implemented.
8. New Braunfels - to cover the New Braunfels pool all non pool assignments between Ogden (including) and Austin (not including), including Ajax: hours of service relief for aggregate trains heading to New Braunfels and other usual extra board work in these areas.
9. Corpus Christi - to cover non pool assignments in the Corpus Christi/ Gregory area and up to George West (not including): hours of service relief for trains heading to Corpus Christi (from any direction) up to George West and Sinton (including) and other usual extra board work in these areas. The extra board shall be 50150 Houston zone four and San Antonio. San Antonio shall have the odd numbered positions and zone four shall have the even numbered positions.

NOTE: Kingsville will perform hours of service relief for trains heading to Kingsville up to Odom.

10. Glidden - to cover hours of service relief for trains heading to Glidden from either direction up to Harwood and Rosenberg, if both Houston and San Antonio have short pools operating to this point. The extra board shall be 50/50 Houston zone four and San Antonio. On odd years San Antonio shall have the odd positions and on even years Houston zone four shall have the odd positions.
- 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.
- C. Carrier will give a ten (10) -day advanced written notice of its intent to establish extra board(s) in A, 1 -10 above or to consolidate pre-existing extra boards into those in A, 1-10 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.

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 relief under the combined road/yard service Zone, shall continue to apply. Yard crews at any location within the Hub may perform such service in all directions out of their terminal.
- D. Entry rate provisions established prior to the implementation date of this agreement shall be waived for engineers hired/promoted subsequent to the implementation date.
- E. Pools and extra boards with a home terminal at San Antonio shall have a two hour call and pools with a home terminal at other locations

shall retain their current call provisions. Extra boards at other locations shall have an hour and one-half call.

- F. 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 San Antonio 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 Agreement 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.

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 prior right engineers who are listed on the San Antonio Hub Merged Rosters 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.
- 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 position.
 6. Under no circumstances shall an engineer be permitted to receive more than one (1) “in lieu of” relocation allowance under this implementing agreement.
- D. There will be no pyramiding of benefits.
- E. The time frame to be used for calculating test period averages (“TPA”) for this Agreement will be January 1, 1995 through December 31, 1995. If an engineer is currently covered by an interim protection TPA due to the merger then the engineer may elect to retain that TPA. 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 if they elect to retain the interim TPA. The TPA for union officers will be based on the two engineers above and two engineers below the officer with regular work records on the pre-merger roster or their regular TPA, whichever is larger.
- F. 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 San Antonio 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. Employees 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 San Antonio to Taylor/Heam, 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.

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 its implementation. When the San Antonio . Del Rio/Eagle Pass pool is combined those engineers in the San Antonio .Eagle Pass

pool shall be placed on the bottom of the San Antonio Del Rio pool in the same order as they stand in the San Antonio Eagle Pass pool or upon arrival at the home terminal. When new extra boards are created or combined they shall be rebulletined. The New Braunfels area pool shall be bulletined. Additional turns shall be added to the Georgetown pool. The San Antonio Taylor/ Hearne pools shall be rebulletined. Upon implementation all displacements shall be made under the selected CBA.

X. HEALTH AND WELFARE

- A. All Engineers currently are under the National Plan so there will not be any change no matter which CBA is selected.
- 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 San Antonio Hub Merger Agreement is entered into this 6th day of January 1999.

For the **Organization:**

W. R. Slone
General Chairman BLE UP
R. A. Poe
General Chairman BLE SPEL
D. M. Hahs
Vice President BLE
J. L. McCoy
Vice President BLE

For the Carrier:
W. S. Hinckley
General Director Labor Relations

H. E. Handley
Assistant Vice President Southern Region

QUESTIONS AND ANSWERS SAN ANTONIO HUB

Article I-Hub

- Q1. What Hub is Hearne/Valley Jct. in?
A1. Assignments with a home terminal at Hearne/Valley Jct will be in the Dallas/Ft. Worth Hub. Hearne/Valley Jct. will be an away from home terminal for engineers from several different Hubs.
- Q2. Will engineers from the San Antonio Hub have any right to assignments at Hearne/Valley Jct. if an extra board is established there?
A2. That issue will be discussed in the DFW Hub negotiations.
- 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. What are the parameters of the entire Hearne/Valley Jct. area?
A4. Since that area is in the DFW Hub those parameters will be subject to negotiations in that Hub.
- 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 Glidden and works totally in the area East towards Houston then it is not part of the San Antonio Hub.
- Q7. Does Article I permit the Carder to change the home terminal of a designated 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 San Antonio-Houston pool will now be home terminal at Houston?
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

08. Does the “earliest retained hire date” in Article II B (1) 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.
- Q10. In Article 11(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 and SF employees?
- A11. SF prior right assignments shall be available to all former SF engineers in the same manner as existed pre merger. UP prior right assignments shall be available to all former UP engineers in the same manner as existed pre merger, except the Palestine engineers who come into the Hub shall be placed behind those engineers currently on UP prior righted rosters.
- Q12. After implementation, when new employees 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 11, 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 post October 31, 1985 firemen seniority?
- A15. A post October 31, 1985 engineer will exercise their seniority as a trainman in accordance with the applicable agreements should they not be able to hold a position in engine service.

ARTICLE III POOL OPERATIONS

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

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

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

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

Q18. If trains destined to HL&P are not fully delivered by Smithville or San Antonio crews, which crews shall be used to complete the delivery?

A18. If the trains have passed Glidden or Sealy then Zone 4 crews will be used. If not past those points either combination dead head/service crews from Smithville or San Antonio.

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. For example at San Antonio if a crew normally picks up its train at Kirby yard for a run to Houston and picks it up ten miles west of San Antonio it will travel additional miles in the terminal to Kirby yard before it starts on the second leg of their trip.

A20. The engineer may claim the additional miles as part of their second leg if they so elect, however they must understand that it may impact their overtime calculations. At smaller terminals the distance is not such a factor and will not be claimed.

Q21. Does Article III, E, require the Carrier to use an extra board engineer to perform 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.

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 Palestine, 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.

Q24. Is it the intent of this agreement to use crews beyond the 25 mile zone?

A24. No.

Q25. In Article III 0, is the 1/2 basic day for operating in the 25 mile zone frozen and/or is it a duplicate payment! special allowance?

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

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

A26. If a pre-October 31, 1985 engineer is transported to it's train 10 miles east of Del Rio and he takes the train to Alpine and the time spent is one hour East of Del Rio and 10 hours between Del Rio and Alpine with no initial or final delay earned, the engineer shall be paid as follows:

- A. One-half basic day for the service East of Del Rio because it is less than four hours spent in that service.
- B. The road miles between Del Rio and Alpine.
- 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 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 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. Would a post October 31, 1985 engineer be paid the same?

A28. In this case yes, however, the overtime divisor should be looked at separately for each run and individual. The controlling CBA should be referred to.

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

A29. Initial terminal delay for crews entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when the crew operates back through the on duty point. Operation back through the on duty point shall be considered as operating through an intermediate point and crews may perform work only in connection with their own assignment at the intermediate point.

Q30. If an 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 San Antonio 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.

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.

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 San Antonio 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.

ARTICLE V .EXTRA BOARDS

- Q35. How many extra boards will be combined at implementation?
- A35. 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.
- Q36. Are these guaranteed extra boards?
- A36. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the surviving CBA guaranteed extra board agreement.
- Q37. What extra board will cover the assignments at Eagle Pass?
- A37. When the Eagle Pass extra board is eliminated they shall be covered by the Del Rio extra board.
- Q38. Will a pool be established to handle through freight or turnaround service between Del Rio and Eagle Pass?
- A38. Not initially, however if sufficient traffic develops to warrant a pool, then at the request of the local chairman one will be established.
- Q39. Will the extra board at Corpus Christi cover vacancies in both the San Antonio Hub and Zone 4 of the Houston Hub?
- A39. Yes, vacancies in non pool freight service at Gregory/Corpus Christi will be covered by this extra board.
- Q40. Will regular assignments in Corpus Christi/Gregory, both extra board and non pool, ever be filled by engineers from the other Hub?
- A40. If an assignment at these locations goes no bid by the Hub that has rights to it, then engineers from the other Hub may bid them in. If it goes no bid from both Hubs then engineers from the Hub that has prior rights will be forced.
- Q41. Will these same provisions apply at other frontier points where equity exists such as Glidden and Alpine?
- A41. Yes, but only to the extra boards.

ARTICLE VI- AGREEMENT COVERAGE

- Q42. When the surviving CBA becomes effective what happens to existing claims filed under the other collective bargaining agreements that formerly existed in the San Antonio Hub?
- A42. 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.
- Q43. Is Side Letter No. 1 (December 9, 1988) of the KATY merger still applicable?
- A43. No, there is no longer a merged Roster No. 9 and this merger agreement totally changes the extra boards and seniority of all employees. The letter is also not applicable in the other two Hubs were it was applicable pre-merger.

ARTICLE VII PROTECTION

- Q44. What is automatic certification?**
- A44. 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.
- Q45. How will the test period average be determined?
- A45. The TPA will be calculated in accordance with New York Dock provisions.
- Q46. How does the Carrier calculate test period earnings if, for example, an engineer missed two (2) months compensated service in a 12 month period?
- A46. 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.
- Q47. How will an engineer be advised of their test period earnings?
- A47. Test period averages will be furnished to each individual and the General Chairmen.
- 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 engineers 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 Gamer 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. If an engineer is displaced from his/her assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?
A53. An engineers 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.
- Q54. If an engineer has worked full time in yard service 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 individual. 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 Article 1. Section 9. Moving Expenses and the other is Section 12. Losses from Home Removal. The \$10,000 is in lieu of New York Dock moving expenses and the remaining \$20,000 is in lieu of loss on sale of home.

- 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?
A61. 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 Eagle Pass and works at Eagle Pass. After implementation he/she can no longer work at Eagle Pass when the extra board is consolidated with the one at Del Rio and the engineer places at Del Rio. 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 C lives in Smithville and is unable to hold an assignment within 30 miles of that location and places on an assignment at Georgetown. 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 3: Engineer B lives 35 miles north of San Antonio and goes on duty at the SP yard office in San Antonio. 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 4: Engineer D lives in Austin and holds an assignment in San Antonio. After the merger they cannot hold at that location and they can hold a position in New Braunfels. Because the engineer can hold in New Braunfels, 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. No.

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 San Antonio 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 Gamer 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" employees 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 San Antonio 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 San Antonio 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 Can you give some examples of When New York Dock offsets would occur?

A74. 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 will 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 IX IMPLEMENTATION

Q75. On implementation will all engineers be contacted concerning job placement?

A75 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.

Q76. 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?

A76. No, these type of clerical errors may be corrected when discovered.

Q77. May the Carrier implement the agreement if all on duty points do not have appropriate facilities” as defined in this agreement?

A77. 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, such as in the New Braunfels area then those will be in compliance when opened.

January 6, 1999
Side Letter No. 1

Mr. R. A. Poe
General Chairman BLE
6240 Taracas
El Paso, TX 79912

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

Gentlemen:

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

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

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

Yours truly
W. S. Hinkley
General Director-Labor Relations

Agreed:
W. R. Slone
General Chairman BLE UP

R. A. Poe
General Chairman BLE SPEL

January 6, 1999
Side Letter No. 2

Mr. R. A. Poe
General Chairman BLE
6240 Taracas
El Paso, TX 79912

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

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

January 6, 1999
Side Letter No. 3

Mr. R. A. Poe
General Chairman BLE
6240 Taracas
El Paso, TX 79912

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

Gentlemen:

This refers to the note to Article IV B which concerns the coal spur (Rockport Branch). To efficiently serve the coal plant the Carrier proposed that the spur be included in the terminal. It was the concern of the Organization that this inclusion would grant the unloading company at the coal plant (Raillink) the right to reach into one of the San Antonio yards and pull trains from those locations into the plant using interchange principles.

In reaching a compromise that would retain road miles between the contractor and the terminal and provide for efficient operation of rail service to the plant the parties agreed to not expand the terminal limits on the spur, in this merger agreement, based on the following:

1. Road Crews may run through the terminal and handle coal trains to and from the plant. Pay will be based on the miles run of the assignment from the initial terminal to the plant or from the plant to the final terminal and not under the provisions of the 25 mile zone.
2. ITDIFTD where applicable will be based on receiving the train or delivering the train to the plant.
3. Yard crews may deliver or pull trains to/from the plant and they shall be treated for pay purposes as if all work was performed within terminal limits and road pay shall not apply to them.
4. These provisions only apply to coal trains to the power plant and if other industries are built or served between the terminal limits and the end of the spur they will be treated as in road territory.

While this Agreement does not expand the unloading company rights into the San Antonio yards, it likewise does not prohibit the future granting of such rights by the Carrier under procedures that exist to convey such rights including any applicable protection that may be afforded.

This side letter is entered into without prejudice to either party and deals with a unique set of facts and will not be cited by any party in any future negotiation or arbitration.

Yours truly,

W. S. Hinckley /
General Director-Labor Relations

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

January 6, 1999
Side Letter No. 4

Mr. R. A. Poe
General Chairman BLE
6240 Taracas
El Paso, TX 79912

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

Gentlemen:

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

Familiarization will be a large undertaking, and it is to the benefit of both parties that this process begin as soon as possible so that implementation can occur in a more orderly and rapid manner. Therefore, it is understood that Gamer 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. Employees making familiarization trips which involve greater mileage than their existing (pre-merger) runs will be paid actual mileage to the new objective terminal. Local BLE officers will work with local Gamer 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

January 6, 1999
Side Letter No. 5

Mr. R. A. Poe
General Chairman BLE
6240 Taracas
El Paso, TX 79912

Mr. W. R. Slone
General Chairman BLE
6207 Airport Freeway
Fort Worth, TX76117

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 Relations

Agreed:
W. R. Slone
General Chairman BLE UP

R. A. Poe
General Chairman BLE SPEL

San Antonio Yard Equity

DATA FROM OCTOBER 1 THROUGH
OCTOBER 31, 1998
TOTAL ENGINE STARTS GHSA 415
TOTAL ENGINE STARTS 1GN 270
TOTAL ENGINE STARTS 685

TOTALYDJOBS	1	2	3	4	5	6	7	8	9	10
GHSA	1	1	2	2	3	4	4	5	5	6
IGN	0	1	1	2	2	2	3	3	4	4
TOTALYDJOBS	11	12	13	14	15	16	17	18	19	20
GHSA	7	7	8	8	9	10	10	11	12	12
IGN	4	5	5	6	6	6	7	7	7	8
TOTALYDJOBS	21	22	23	24	25	26	27	28	29	30
GHSA	13	13	14	15	15	16	16	17	18	18
IGN	.8	9	9	9	10	10	11	11	11	12
TOTALYDJOBS	31	32	33	34	35	36	37	38	39	40
GHSA	19	19	20	21	21	22	22	23	24	24
IGN	12	13	13	13	14	14	15	15	15	16
TOTALYDJOBS	41	42	43	44	45	46	47	48	49	50
GHSA	25	25	26	27	27	28	28	29	30	30
IGN	16	17	17	17	18	18	19	19	19	20
TOTALYDJOBS	51	52	53	54	55	56	57	58	59	60
GHSA	31	32	32	33	33	34	35	35	36	36
IGN	20	20	21	21	22	22	22	23	23	24
TOTALYDJOBS	61	62	63	64	65	66	67	68	69	70
GHSA	37	38	38	39	39	40	41	41	42	42
IGN	24	24	25	25	26	26	26	27	27	28

Note 1.) To illustrate the working of the above table:

Assuming there are 10 engines assigned to work in the terminal: Observing column 10 it is seen that the GHSA will work 6 engines and the IGN will work 4 engines. Of the 10 engines assigned, assuming 5 are first trick, 3 second trick, and 2 third trick, then observing the column under 5 it is seen that the GHSA will crew 3 of the first trick engines and the IGN 2. Observing column 3 it is seen that the GHSA will crew 2 and the IGN 1 of the second trick engines. Observing column 2 it is seen that the GHSA will crew 1 and the SSW 1 of the third trick engines.

In order to differentiate between first, second, and third trick assignments, it is agreed that all engines with working hours beginning between 6:30 A.M. and 2:30 P.M. shall be known as first trick engines; engines with working hours between 2:30 P.M. and 10:30 P.M. shall be known as second trick engines and engines with working hours beginning between 10:30 P.M. and 6:30 A.M. shall be known as third trick engines.

It is understood and agreed that this note governs only in determining first, second, and third trick engines and does not in any way refer to starting time which is covered by respective agreements.

Note 2.) At the end of year 3 all 3rd trick yard jobs are assigned from the common roster.

Note 3.) At the end of year 4 all 2nd & 3rd trick yard jobs are assigned from the common roster.

Note 4.) At the end of year 5 all yard jobs are assigned from the common roster.

San Antonio Yard Equity

San Antonio Yard Engineers		% District	
Dist 1		60.58%	GHSA
Dist 2		39.42%	IGN
Dist 3		0	
Dist 4		0	
Dist 5		0	
Dist 6		0	
Dist 7		0	
Dist 8		0	
Dist 9		0	
Dist 10		0	
TOTAL		0.99999998	
		0.6058394	0.39416058
JOB	DISTRICT	GHSA	IGN
1	GHSA	0.6058394	0.39416058
2	IGN 1	0.2116788	0.78832116
3	GHSA	0.8175182	0.18248174
4	IGN 2	0.4233576	0.57664232
5	GHSA	1.029197	-0.0291971
6	GHSA	0.6350364	0.36496348
7	IGN 3	0.2408758	0.75912406
8	GHSA	0.8467152	0.15328464
9	IGN 4	0.4525546	0.54744522
10	GHSA	1.058394	-0.0583942
11	GHSA	0.6642334	0.33576638
12	IGN 5	0.2700728	0.72992696
13	GHSA	0.8759122	0.12408754
14	IGN 6	0.4817516	0.51824812
15	GHSA	1.087591	-0.0875913
16	GHSA	0.6934304	0.30656928
17	IGN 7	0.2992698	0.70072986
18	GHSA	0.9051092	0.09489044
19	GHSA	0.5109486	0.48905102
20	IGN 8	0.116788	0.8832116
21	GHSA	0.7226274	0.27737218
22	IGN 9	0.3284668	0.67153276
23	GHSA	0.9343062	0.06569334
24	GHSA	0.5401456	0.45985392
25	IGN 10	0.145985	0.8540145
26	GHSA	0.7518244	0.24817508
27	IGN 11	0.3576638	0.64233566
28	GHSA	0.9635032	0.03649624
29	GHSA	0.5693426	0.43065682
30	IGN 12	0.175182	0.8248174
31	GHSA	0.7810214	0.21897798
32	IGN 13	0.3868608	0.61313856
33	GHSA	0.9927002	0.00729914
34	GHSA	0.5985396	0.40145972
35	IGN 14	0.204379	0.7956203
36	GHSA	0.8102184	0.18978088
37	IGN 15	0.4160578	0.58394146
38	GHSA	1.0218972	-0.021898
39	GHSA	0.6277366	0.37226262
40	IGN 16	0.233576	0.7664232
41	GHSA	0.8394154	0.16058378

San Antonio Yard Equity

JOB	DISTRICT	GHSA	IGN
42	IGN	0.4452548	0.55474436
43	GHSA	1.0510942	-0.0510951
44	GHSA	0.6569336	0.34306552
45	IGN	0.262773	0.7372261
46	GHSA	0.8686124	0.13138668
47	IGN	0.4744518	0.52554726
48	GHSA	1.0802912	-0.0802922
49	GHSA	0.6861306	0.31386842
50	IGN	0.29197	0.708029
51	GHSA	0.8978094	0.10218958
52	GHSA	0.5036488	0.49635016
53	IGN	0.1094882	0.89051074
54	GHSA	0.7153276	0.28467132
55	IGN	0.321167	0.6788319
56	GHSA	0.9270064	0.07299248
57	GHSA	0.5328458	0.46715306
58	IGN	0.1386852	0.86131364
59	GHSA	0.7445246	0.25547422
60	IGN	0.350364	0.6496348
61	GHSA	0.9562034	0.04379538
62	GHSA	0.5620428	0.43795596
63	IGN	0.1678822	0.83211654
64	GHSA	0.7737216	0.22627712
65	IGN	0.379561	0.6204377
66	GHSA	0.9854004	0.01459828
67	GHSA	0.5912398	0.40875886
68	IGN	0.1970792	0.80291944
69	GHSA	0.8029186	0.19708002
70	IGN	0.408758	0.5912406

NOTICE TO ENGINEERS WITH RESPECT TO SENIORITY IN THE SAN ANTONIO HUB

The parties have reached a negotiated agreement with respect to the San Antonio Hub. Seniority provisions of this Hub and previous understandings require engineers to either elect Seniority in the Hub or defer their seniority placement to a later date. Each engineer falls into one of the following categories and has the following options:

1. You currently work on a position inside the Hub area and must either:
 - a. _____ elect permanent placement on the San Antonio Hub roster and forfeit seniority outside the Hub. (Deemed if not returned)
 - b. _____ elect to defer your seniority choice and work temporarily in the San Antonio Hub until a later Hub is formulated that you currently hold seniority in. At that time you will have another election. If no further election is made you will become permanently assigned to the San Antonio Hub.
 - c. _____ elect to place with your seniority outside the Hub at implementation and forfeit all seniority in the San Antonio Hub.

2. You currently work on a position outside the Hub area and have not made a permanent seniority election and must either:
 - a. _____ elect permanent placement on the San Antonio Hub roster and forfeit seniority outside the Hub.
 - b. _____ elect to come into the San Antonio Hub on implementation, still defer seniority rights to future Hub areas, but relinquish any current existing Hub seniority.
 - c. _____ elect to waive all seniority rights in the San Antonio Hub and defer a final seniority choice to other areas that you still retain seniority. (Deemed if not returned)

3. You currently work outside the San Antonio Hub area and have made a permanent seniority election in another Hub or do not hold seniority rights in this area and have received this by mistake and should do nothing.

All relocations based on Hub seniority elections are seniority moves and not eligible for relocation allowances.

YOU HAVE RECEIVED TWO COPIES OF THIS LETTER – YOU SHOULD FILL THEM BOTH OUT BY PLACING AN X ON THE APPROPRIATE LINE AND RETURNING ONE TO YOUR LOCAL CHAIRMAN AND THE OTHER TO CMS NO LATER THAN APRIL 8, 1999.

_____	_____	_____
Name	Position	Location
_____	_____	_____
Address	Phone	SSN
_____	_____	_____
City	State	Zip Code

Please return this form via FAX only to 8-997-4038, 1-402-997-4038 or toll free 1-888-214-4947. The Carrier must receive this form at one of the above-listed numbers no later than April 8, 1999.

If you experience problems in faxing this document, call 997-3704 for assistance.

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	S.A. East Yard	S.A. Kirby	S.A. Sosan	New Braunfels	Georgetown
Houston	216	210	227	Via Flatonia 250 Via Smithville 187	Via Smithville 181 Via Valley Jct 19
Del Rio	171	177	162	199	N/A
Eagle Pass	168	174	159	205	N/A
Laredo	157	163	148	185	N/A
Corpus Christi	155	161	146	183	N/A
Taylor	115	120	121	83	22
Beckmann	23	29	38	N/A	N/A
Smithville	105	110	114	70	69
Hearne	Via Taylor 175 Via Flatonia 187	Via Taylor 180 Via Flatonia 181	Via Taylor 184 Via Flatonia 194	140	77
San Antonio	N/A	N/A	N/A	Via #1 Trk 37 Via #2 Trk 38	112
Kingsville	179	184	170	207	N/A
Navasota	N/A	N/A	N/A	184	120
Bryan	N/A	N/A	N/A	155	93
Waco	N/A	N/A	N/A	160	Via Taylor 97 Via Valley Jct 120
Glidden	121	115	131	167	191
Palestine	N/A	N/A	N/A	N/A	164
Flatonia	N/A	N/A	N/A	N/A	158
Corsicana	N/A	N/A	N/A	N/A	164
Galveston	TBD	TBD	TBD	N/A	Via BNSF at Sealy 217
Cleveland	N/A	N/A	N/A	N/A	187

Elmendorf (CPS)	
Smithville	120
Taylor	129

Del Rio	
Alpine	220
Eagle Pass	142 R.T.

(M)G:\LABOR\OPSWPC\EXCEL\MILES\RBW.XLS

January 6, 1999

Mr. R.A. Poe
General Chairman BLE
6240 Taracas
El Paso, TX 79912

Dear Sir:

This refers to Article X Health and Welfare of the San Antonio Hub Agreement. In that Article we held several discussions that covered the topic of who was presently covered under SPEL group life and/or disability insurance.

As was discussed, only those hired in the Houston Hub at the time of implementation were covered and new hires after that were not covered. It was your position that newly promoted engineers in non hub areas would be covered and would be treated as such in future Hubs. It was the Carrier's position that no newly promoted engineers would be covered.

It was agreed that we would settle this issue by granting all such newly promoted and hired engineers such status if they were promoted or in training on December 31 1998. This would apply to all areas under the SPEL agreement and engineers hired or placed in training after that date would not be included in future Hub agreements as "presently covered" and as such will not be covered.

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

Agreed:
R. A. Poe
General Chairman BLE SPEL

April 27, 1999

Mr. R. A. Poe...
General Chairman
Brotherhood of Locomotive Engineers
6240 Tarascas
El Paso, TX 79912

Mr. W. R. Slone
General Chairman
Brotherhood of Locomotive Engineers
6207 Airport Freeway
Fort Worth, TX 76117

Dear Sirs:

During the San Antonio Hub negotiations the parties agreed that they would review the Hub agreement after the ratification and at the time of the start or implementation to identify items that would need further clarification. The parties have met and agree that the following items are a supplement to the San Antonio Hub.

1. Vacations - Since some engineers under an SP agreement have or will meet the vacation qualifications for the year 2000 by the time of implementation those who qualify will be entitled to take the number of weeks as provided for therein next year.
2. Training - 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 or 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 indication he/she was required to train another engineer and shall include the name of the engineer taking the familiarization trip on the timeslip. This shall apply to the UP engineers beginning April 16, 1999 and the SP engineers June 1, 1999. Until that time the SP engineers shall continue to be paid under their agreement.
3. Relocation allowances - There were a limited number of engineers who elected to come into the Hub from outside the Hub. Due to the number of borrow outs in the Hub, the Carrier will allow seven (7) additional relocation allowances to engineers coming into the Hub as long as those are used to replace borrow outs and they cannot be used to trigger another relocation. For example: An El Paso engineer may elect to come to San Antonio where there are borrow outs and receive the allowance, however they would not be allowed to place to Dcl Rio and bump another Engineer out of that location and thus trigger another relocation allowance. Such a move would be seniority in nature and no engineer would be entitled to a relocation allowance.

4. Georgetown miles - **The** parties agreed that the mileage chart would be reviewed for accuracy and a local chairman has questioned the chart and the parties will review the mileage in question.
5. Bids and assigning - Several assignments went no bid. It is not the intent of implementation provisions to have those engineers that did not bid wait until June 1 and then have a massive displacement process. The local chairmen and CMS will call those engineers that did not place and do not have an assignment on implementation day and have them make a selection/displacement now and carry out the process so that all engineers have an assignment on implementation day.

These clarifications are part of the San Antonio Hub Agreement.

Yours truly,

W. S. Hinckley

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

UNION PACIFIC RAILROAD COMPANY

L.A. LAMBERT
General Director
Labor Relations-Operating
Southern Region

1416 Dodge Street
Omaha, Nebraska 68179-0001
(402) 271-3796



July 27, 1999

(#1307159973)
(S1630.50-1)

MR W R SLONE
GENERAL CHAIRMAN BLE
6207 AIRPORT FREEWAY
FORT WORTH TX 76117

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:

W. R. Slone - General Chairman/BLE

Date:

7/30/99

j072699a.lal-1

List of Mileage per timetable UPRR

Georgetown to Houston via Spring

Georgetown Railroad	Georgetown (Feld, TX)	DX002 Lead	4.0 Miles
Austin Sub. San Antonio TT-pg. 2	DX002 lead	South end RoundRock MP161.8	2.0 Miles
Austin Sub. San Antonio TT-pg. 2	South end Round Rock MP161.8	Valley Jct. MP 94.3	68.4 Miles
Navasota Sub. Houston TT pg-35	Valley Jct. MP100.6	Spring Jct. MP 00.0	100.6 Miles
Palestine Sub. Houston TT pg-2	Spring Jct. MP 210.8	HBT Belt Jct. MP 229.1	18.3 Miles
Houston E. Belt Sub Houston TT pg-24	HBT Belt Jct. MP 3.4	Settegast Yd. MP 7.2	3.8 Miles
		Total	197.1 Miles

REVISED MILEAGE : 197 miles

Georgetown to Houston via Eureka

Georgetown Railroad	Georgetown (Feld, TX)	DX002 Lead	4.0 Miles
Austin Sub. San Antonio TT-pg. 2	DX002 lead	South end RoundRock MP161.8	2.0 Miles
Austin Sub. San Antonio TT-pg. 2	South end Round Rock MP161.8	Valley Jct. MP94.3	68.4 Miles
Navasota Sub. Houston TT pg-35	Valley Jct. MP100.6	Navasota Jct. MP48.6	52.0 Miles
Eureka Sub. Houston TT pg-26	Eureka Sub. Navasota Jct. MP	Eureka MP 5.7	65.1 Miles

	70.8		
Terminal Sub. Houston TT pg-32	Eureka MP 366.6	Tower 87 MP 356.8	9.8 Miles
Houston E Belt Sub Houston TT pg-24	Tower 87 MP 7.8	Settegast Yd. MP 7.2	0.6 Miles
		Total	201.9 Miles

REVISED MILEAGE : 202

Georgetown to Smithville

Georgetown Railroad	Georgetown (Feld, TX)	DX002 Lead	4.0 Miles
Austin Sub. San Antonio TT-pg. 2	DX002 lead (Kerr)	South end RoundRock MP161.8	2.0 Miles
	South end Round Rock MP 161.8	Taylor MP 144.3	17.5
Waco Sub. DFW TT pg-24	Taylor MP 919.1	Smithville MP	50.3 Miles
		Total	73.8 Miles
		Round Trip	147.6= 148 Miles

REVISED MILEAGE : 148

Georgetown to Valley Jct. & Hearne

Georgetown Railroad	Georgetown (Feld, TX)	DX002 Lead	4.0 Miles
Austin Sub. San Antonio TT-pg. 2	DX002 lead (Kerr)	South end RoundRock MP161.8	2.0 Miles
Austin Sub. San Antonio TT-pg. 2	South end Round Rock MP161.8	Valley Jct. MP94.3	68.4 Miles
		Total	74.4

REVISED MILEAGE : 74

Continuing to Hearne

Austin Sub. San Antonio TT-pg. 2	Valley Jct. MP94.3	Hearne MP 89.6	3.8 Miles
		Total to Hearne	78.2

REVISED MILEAGE : 78