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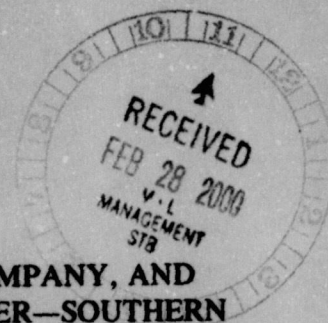
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OF

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BEFORE THE
SURFACE TRANSPORTATION BOARD

Finance Docket No. 32760 - SUB 38



UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY, AND
MISSOURI PACIFIC RAILROAD COMPANY—CONTROL AND MERGER—SOUTHERN
PACIFIC RAIL CORPORATION; SOUTHERN PACIFIC TRANSPORTATION
COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP., AND
THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

(ARBITRATION REVIEW)

PETITION OF THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS
ST. LOUIS SOUTHWESTERN GENERAL COMMITTEE
FOR REVIEW OF A NEW YORK DOCK ARBITRATION OPINION AND AWARD

ENTERED
Office of the Secretary

MAR - 8 2000

Part of
Public Record

David E. Thompson
414 Missouri Blvd.
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General Chairman
Brotherhood of Locomotive Engineers
St. Louis Southwestern General Committee

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SURFACE
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FILED

MAR - 7 2000

Date: February 24, 2000
Date Due: February 28, 2000

SURFACE
TRANSPORTATION BOARD

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I.

INTRODUCTION

St. Louis Southwestern General Committee being the Brotherhood of Locomotive Engineers ("BLE"), duly designated and authorized collective bargaining representative for the craft of locomotive firemen, hostlers, engineer trainees and locomotive engineers on the St. Louis Southwestern Railway Company ("SSW"), herewith appeals an arbitration opinion and award, dated February 8, 2000, regarding application of the Expanded Salina Hub Agreement, which was implemented and placed into affect on May 1, 1999.

A copy of the opinion and award is attached as Appendix A. Accompanying this petition as Appendix B is the BLE Official Ballot for the proposed Expanded Salina Hub

Agreement with a summary of the agreement sent to every affected UP/SSW engineer by the BLE International Office.

The issue raised by this petition is the opinion and award regarding the correct seniority date and Zone 2 prior rights granted to the engineers that held seniority as an engineer in the Zone 2 territories of the Salina Hub as agreed and defined in the negotiated agreement between Union Pacific Railroad Labor Relations Officers and the three (3) BLE General Committees representing engineers in the merger of Union Pacific and SSW railroad operations in the area of the Salina Hub as denoted in the NYD Notice served by Union Pacific on June 4, 1998. General Director Labor Relations, M. A. Hartman and Assistant Vice President Labor Relations, John M. Raaz signed the agreement for the Carrier. The agreement was also signed by the three (3) General Chairmen and approved by BLE Presidents J. L. McCoy and D. M. Hahs.

The BLE/SSW General Committee and the former SSW Engineers requests the Board accept this petition and resolve those issues in the interest of correcting clear error in the opinion and award. Moreover, under the *Lace Curtain* standard, the Board may overturn "an arbitral award when it is shown that the award is irrational or fails to draw its essence from the clear and precise provisions of the negotiated agreement or it exceeds the authority reposed in arbitrators by those conditions." The award herein fails to meet this standard and should be overturned.

II.

BACKGROUND OF DISPUTE

On November 30, 1995, Union Pacific Corporation along with UPRR, MPRR, SPR, SPT, SSW, SPCSL, and DRGW, collectively, notified the ICC of their intent to file an application seeking approval and authorization under then 49 U.S.C. §§11343-45 for the common control of SPR and its subsidiaries, including those which are carriers by rail, by UPC and its wholly-owned subsidiaries, UPRR and MPRR.

Under service date of August 12, 1996, the Surface Transportation Board issued its Decision No. 44 approving "common control" and merger of the rail carriers controlled by Union Pacific Corporation (Union Pacific Railroad Company and Missouri Pacific Railroad Company) and the rail carriers controlled by Southern Pacific Rail Corporation (Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corp., and the Denver and Rio Grande Western Railroad Company), subject to various conditions. Common control was consummated on September 11, 1996.

On June 4, 1999, UP served notice pursuant to Section 4 of the *New York Dock* conditions of their intent to implement that portion of the merger, which included the territory and the engineers working in proposed Zone 2 of the Salina Hub. The notice proposed initial conference to be held at the Double Tree Hotel in Denver, Colorado beginning at 1:00 p.m., July 1, 1998 (BLE/SSW Exhibit 2). BLE/SSW Exhibits referred to in this petition are the Exhibits that were made a part of the BLE/SSW Submission to the Board.

A second meeting was held between BLE and UP the week of July 13, 1998. The negotiated agreement was initialed July 16, 1998. The initialed agreement was sent to the BLE

International Office. The BLE International Office prepared the ballot and the summary of the Expanded Salina Hub Implementing Agreement, which was sent to the affected membership for ratification on August 8, 1998. A copy of the initialed agreement was included for each affected employees review.

The ballots were voted on and returned by the membership. Results of the vote were sent to the Carrier by letter dated October 16, 1998 with copy to all affected BLE Officers.

(BLE/SSW Exhibit 4)

The Carrier sent the agreement to all affected BLE Officers with cover letter dated October 19, 1998 for signature. (BLE/SSW Exhibit 6)

The Carrier sent a letter dated October 27, 1998 to all affected BLE General Chairmen, which provided the required thirty (30) day notice to implement the agreement on January 16, 1999. The notice also informed each General Chairman that the equity and construction of the consolidated seniority roster meeting, as required by the agreement, would be held in Omaha the week of November 16, 1998. (BLE/SSW Exhibit 5)

The equity meeting was held the week of November 16, 1998 and the Zone 2 Roster was constructed using the implementation date (01-16-99) and the provisions of the Hub Agreement. The rosters were and are constructed by Union Pacific Director Manpower and Planning W. B. (Bill) Hutfles as per the provisions of each Hub Agreement.

Given the critical shortage of engineers at Herington, Kansas and Pratt, Kansas, both of which are within the territories of Zone 2, Salina Hub, the Carrier issued Bulletin No. 20726 on November 16, 1998 for Promotion Class SE9928 for Pratt, Kansas and issued second Bulletin No. 38810 on November 29, 1998 for Promotion Class SE9929 for Herington,

Kansas. List of the two (2) classes was made a part of the BLE/SSW Submission as (BLE/SSW Exhibit 11). The lists are not in the correct seniority order. See (BLE/SSW Exhibit 13) for correct seniority ranking.

At the time of the advertisements, the SSW trainmen were working under the provisions of the UTU/SSW Agreement. When the trainmen became successful bidders on the two classes, they came under the BLE/SSW General Committee Training Agreement as this Committee held the contract for firemen and engineer trainees. There is no dispute in that the former SSW engineers at Pratt and Herington continued to work and were compensated under the provisions of the BLE/SSW Agreement until the date the Expanded Salina Hub Agreement was implemented on May 1, 1999. (BLE/SSW Exhibit 8)

(BLE/SSW Exhibit No. 12) is copy of BLE/SSW Agreement effective May 1, 1994 relating to the selection of train and/or yard service employees for engine service. Section 3(e) provides:

- (e) Future trainmen/yardmen who successfully complete the training program will establish seniority as an engineer on the date specified in the advertisement on a promotion class by promotion class basis, shall be placed at the bottom of the engineer's roster in the same relative order as they stand on the Trainmen's System Seniority Roster and shall receive the designated home district and prior rights home terminal specified in the advertisement.*

For some reason, some of the BLE Officers had not returned the signed agreement. Labor Relations Officer Randy Weiss sent a second letter dated November 24, 1998 to all affected BLE Officers requesting they sign the agreement and return it to the Carrier. (BLE/SSW Exhibit 6)

Carrier sent letter dated January 7, 1999 canceling their notice to implement on January 16, 1999. (BLE/SSW Exhibit 7)

Carrier provided the required thirty (30) day notice to implement the agreement on May 1, 1999 (BLE/SSW Exhibit 8). The Agreement was placed into affect on May 1, 1999 and all engineers in the Salina Hub obtained seniority and were governed by the provisions of the Hub Agreement.

Due to the delay in implementing the Expanded Salina Hub Agreement, the former SSW Engineers in the two (2) November classes were added to the SSW Pratt Roster No. 304101 and the SSW Herington Roster No. 303101 as noted in Article II.B.I., page 8 of the Expanded Salina Hub Agreement, (BLE/SSW Exhibit 1). These engineers were also added to the Zone 2 prior right Salina Hub Roster by Mr. Hutfles in compliance with the agreements, which is verified by (BLE/SSW Exhibit 17), which is copy of the Salina Zone 2 Roster No. 373101.

The SSW engineers were not placed on Roster No. 373101 in their correct seniority order and were not placed on the roster with their correct seniority date. (See pages 5, 6, and 11 of (BLE/SSW Exhibit 17))

Given the fact these two (2) classes for engineers were advertised under the provisions of the SSW Agreement and during the on-going negotiations of the Hub Agreements, this office contacted UP Labor Relations Officer R. D. Rock to assure these SSW engineers would be given the same contractual rights provided to all other engineers being canvassed for seniority rights in one (1) of the newly negotiated hubs or would be canvassed in the remaining future Hub Agreements.

Labor Relations Officer Robin Rock was the designated officer assigned to manage the SSW Agreement. Mr. Rock was not involved in the negotiations of the Expanded Salina Hub Agreement.

Mr. Rock had knowledge and fully understood Article II.F. of the Expanded Salina Hub Agreement and was in complete agreement regarding the Pratt and Herington trainees' right to be canvassed and given the option of selecting a Hub of their choice provided they had the seniority to be assigned. Absent the option, these engineer trainees would become engineers with no place to work and no seniority in any Hub.

(BLE/SSW Exhibit No. 13) is copy of letter dated July 12, 1999 addressed to Director of Labor Relations R. D. Rock, which was sent after canvassing the trainees in the two (2) classes. Five (5) of the trainees opted to stay at Pratt to be assigned in the Southwest Hub when canvassed and were assigned with an engineer date of 11-16-98 as per the SSW Agreement. Eighteen (18) of the trainees selected the Salina Hub and **should have been placed in the Hub with an engineer date of 11-29-98.** One (1) of the eighteen (18), G. N. Wallace, made a later decision to select the Southwest Hub when canvassed as per the Southwest Hub Agreement and letter of understanding with Labor Relations Officer R. D. Rock.

UP General Chairman, M. A. Young had protested the SSW engineers being added to SSW Pratt Roster No. 304101 and the SSW Herington Roster No. 303101. He was also opposed to these engineers being placed on the Salina Zone 2 Roster with prior rights.

It is General Chairman Young's position that the affective date of the Expanded Salina Hub Agreement is July 16, 1998, date agreement was initialed, and the SSW engineers

promoted after July 16, 1998 are not entitled to prior rights because, in his flawed opinion, they were not specifically addressed by the parties in negotiations and there is no provision in the agreement to grant these former SSW engineers prior rights in Zone 2.

Mr. Young is in error on all accounts as there is clear and precise documentation to verify the position of the BLE/SSW General Committee and the granting of prior rights to all engineers who were working in the territories (Zone 2 Salina Hub) on date of implementation of the Expanded Salina Hub Agreement in compliance with the Hub Agreement.

Being unable to resolve the dispute, the Carrier refused to get involved; therefore, the dispute was progressed to NYD Arbitration and Mr. Muessig in Case No. 1, Arbitration Board No. 331. The BLE/SSW General Committee is of the opinion the Carrier is equally responsible for enforcement of any signed agreement and this issue should have been resolved by the parties.

III.

THE AGREEMENT

The Expanded Salina Hub Agreement consisted of fifty-nine (59) pages and thirteen (13) additional pages of attachments.

The provisions of the agreement in dispute in Case No. 1 can be found on pages 3, 4, 8, 9, 10, 12, 15, 18, 31, 32, 40, 42, 46, 50, 54 and 59 of the agreement and these pages were included with the BLE/SSW General Committee submission as (BLE/SSW Exhibit 1).

Page 12 of the Agreement:

ARTICLE VI - IMPLEMENTATION

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

The Board will find numerous references as to the implementation of the agreement. Side Letter No. 2, page 18, Side Letter No. 10, page 31, Side Letter No. 11, page 32, Q1 and A1, Article IV, page 54 and Q and A1 and 2, Side Letter No. 2, page 59, and Side Letter No. 20, page 50.

From page 8 of the agreement (Exhibit 1), the Board will find the following:

ARTICLE II - SENIORITY CONSOLIDATIONS

- A. *To achieve the work efficiencies and allocation of forces that are necessary to make the Salina Hub operate as a unified system, a new seniority district will be formed and a master Engineer Seniority Roster - UP/BLE Salina Merged Roster #1 will be created for engineers holding seniority in the territory comprehended by this Agreement on the effective date thereof. Prior rights Zone 1 is already intact and will remain unchanged by this Agreement. A new prior rights Zone 2 will be created under this Agreement. Such two prior rights zone rosters shall constitute the new UP/BLE Salina Merged Roster #1.*
- B. *Prior rights seniority rosters will be formed covering Zone 2 as outlined above. Placement on this roster and awarding of prior rights to such zone shall be based on the following:*
 - 1. **Zone 2** - *This roster will consist of former UP engineers with rights on MPUL Wichita (Roster No. 058111) and former SSW engineers with rights on SSW Pratt (Roster No. 304101) and SSW Herington (Roster No. 303101).*
- C. *Entitlement to assignment on the prior rights zone roster described above shall be by canvass of the employees from the above affected former rosters contributing equity to such zone.*
- D. *Engineers on the above-described prior rights Zone 2 roster and the existing Zone 1 roster shall be dovetailed with zone prior rights into one (1) common seniority roster.*
- E. *All zone and common seniority shall be based upon each employee's date of promotion as a locomotive engineer (except those who have transferred into the territory covered by the hub and thereby established a new date).*

- F. Any engineer working in the territories described in Article I. on the date of implementation of this Agreement, but currently reduced from the engineers working list, shall also be given a place on the roster and prior rights.*
- I. The total number of engineers on the Zone 2 prior rights roster will be mutually agreed upon by the parties, and then merged with the existing Zone 1 prior rights roster to form the master UP/BLE Salina Merged Roster.*

IV.

THE ARBITRATION

The involved BLE General Chairmen and the Carrier agreed to the appointment of Mr. Eckhard Muessig as Chairman and Neutral member of the NYD Arbitration Board No. 331.

There were seven (7) agreed to cases that involved disputes between five (5) BLE General Committees. Cases No. 2 through No. 7 are not involved in this petition for arbitration review.

The hearing was held on January 18, 2000 at the Carrier's Spring, Texas facilities at which time submissions were exchanged and provided to the Board. UP General Director of Labor Relations W. S. Hinckley and BLE Vice President D. M. Hahs were the other two (2) members of the Board. Copy of the Carrier's submission over the signature of General Director of Labor Relations W. S. Hinckley is enclosed as Appendix C. Pages 1 through 7 provides history and Mr. Hinckley's position in Case No. 1.

Copies of the BLE/SSW General Committee Submission with exhibits in Case No. 1 is enclosed as Appendix D. In the BLE/SSW submission, there were five (5) separate and equally important questions that were in dispute with BLE General Chairman Young. The Board did not answer question No(s). 1, 3, and 4.

Copy of BLE/UP General Chairman M. A. Young's submission in Case No. 1 is enclosed as Appendix E. For the sake of brevity, Exhibit A through H are not included as each of these documents are provided as Exhibits in the BLE/SSW Submission. UP General Chairman Young had a third question in his submission, which was not answered by the Board in the opinion and award.

Each of the six (6) questions in Case No. 1 were openly debated in the oral presentation before the Board in the January 18, 2000 hearing. This Committee was of the opinion Mr. Young's third question was a CBA issue, not a NYD issue.

V.

THE AWARD

The BLE/SSW General Committee must believe the Chairman's opinion and award was influenced by erroneous information provided in the Carrier's submission and in the UP General Committee Submission.

In the Carrier's submission, Mr. Hinckley, in Case No. 1 stated, "while these provisions covered already existing engineers it did not cover those in training to be engineers."

Mr. Hinckley was not involved in the negotiations for the Expanded Salina Hub Agreement and from this statement, it would appear he had not read the agreement or does not understand the provisions of the agreement. It would appear his statement is based upon his knowledge of the Hub Agreements he refers to in his submission. Mr. Hinckley and the Chairman of the Board should know the provisions of those Hub Agreements or any agreement other than the agreement in dispute have no bearing on the questions in Case No. 1.

Mr. Hinckley provides what he perceives to have been the standard in the other Hub Agreements and provided quotes from the Salt Lake, Denver Roseville and Los Angeles Hub Agreements. He fails to provide provisions of the agreement in the Longview, Dallas/Fort Worth, Southwest, and other Hub Agreements, which are very similar to the provisions of the Expanded Salina Hub Agreement.

The provisions of those agreements are of no value in arriving at the decisions in response to the questions in Case No. 1 before Chairman Muessig for decision. Mr. Muessig was there to provide an answer to the questions in Case No. 1 based upon the provisions of the Expanded Salina Hub Agreement.

Mr. Hinckley further stated, "these agreements were sent out to the members and everyone looked at where they would stand on the seniority roster before they voted. This included knowing who had prior rights."

This statement by Mr. Hinckley could not be applied to all former SSW engineers in the territory of Zone 2, Salina Hub given the timing of the initialed agreement, the ballot being sent, and the actual implementation date of the Expanded Salina Hub Agreement.

When the advertisement for promotion to engineer was posed to the trainmen working within the territories of the Salina Hub Zone 2, these trainees also had knowledge of the Expanded Salina Hub Agreement, which included Article II.B.I. and Article II.F. which provided for a place on the Salina Zone 2 roster and prior rights for all engineers on the SSW rosters working in the territories prior to date of implementation of the agreement.

UP General Chairman Young's statements regarding the agreements in the other Hubs is equally flawed. He also knows or should know, the provisions of any agreement other than

as provided in the Expanded Salina Hub Agreement is of no value in arriving at the award and the questions posed in Case No. 1.

Given the provisions of the SSW Agreements, plus the provisions of Article I,B.3., page 4, and Side Letter No. 16, which is page 42 of the Expanded Salina Hub Agreement (BLE/SSW Exhibit 1), it was UP Labor Relations' position that a number of Pratt engineers, which included the trainees, had the contractual right to be assigned to Herington which is in Zone 2 of the Salina Hub, Side Letter No. 16 further provided in the event an insufficient number of Pratt engineers volunteered, the Carrier had the right to force engineers from Pratt to Herington and Zone 2 of the Salina Hub.

Clearly, it was never the intent of the parties to force senior SSW engineers from Pratt to Herington without prior rights and in seniority which would place senior SSW engineers behind junior SSW engineers at Herington with prior rights.

On page 2 of the award, the Chairman provided his understanding of the need for additional forces (engineers) which was accomplished under the various CBA of the Committees during the negotiating process and merger of the railroads. This is exactly what occurred in the territories of Zone 2, Salina Hub during the negotiation and prior to implementation of the agreement. Given his knowledge of the additional need, plus the provisions of the Expanded Salina Hub Agreement and the documented implementation date, this Committee fails to understand the opinion and award.

The Chairman further stated the Hub Agreements were signed using the same date as initialed, which is not correct in every Hub. Regardless of when the Expanded Salina Hub was initialed or signed, the provisions of the agreement did not become effective until the Carrier

served the thirty (30) day notice as required in Article VI - Implementation which is verified by BLE International President Ed Dubroski (BLE/SSW Exhibit 9) and by BLE Legal Counsel Harold Ross (BLE/SSW Exhibit 10).

Even if the agreement became effective when initialed or signed, it would not have any bearing as to the answer to Case No. 1, question No. 1 given the actual date of implementation.

Article II.F. - Seniority Consolidations, the agreement clearly provides that all engineers working in the territories **on the date of implementation, shall be given a place on the roster and prior rights.**

The Chairman further stated:

"The Board was guided by the basic principle of "what is right, not who is right." We tried not to lose sight of the reality that seniority protects and secures an employee's right in relations to the rights of other employees in the same seniority grouping. When in doubt and when a logical basis existed, our decisions reasonably lean to the more senior employees."

The BLE/SSW Committee and this General Chairman agrees with the Chairman of the Board regarding seniority. The Committee argued vehemently that the merged seniority roster for all engineers should be put together based upon seniority. We were out voted in every Hub; therefore, rosters were constructed based upon equity and/or prior rights in most of the zones within the hubs.

In this case, the Chairman was not there to make decisions based upon principle or seniority. His only role in this case was to render a decision based upon the provision of the Expanded Salina Agreement, namely Article II - Seniority Consolidations, which is included in the opinion and award.

In the opinion of the award, the Chairman stated:

"The above-cited provisions did not address the statue of those persons who were in training to be engineers. However, this issue was addressed by the parties when they formulated Side Letter No. 18, dated July 16, 1998. It provides as follows:

As discussed, there are currently a group of engineers in training for Dalhart/Pratt. Under the SSW Agreement and seniority provisions, some of these trainees bid the training vacancies from Herington with the hope they could hold seniority in the Salina Hub after implementation of the merger. It was agreed that these trainees would stand to be canvassed for establishment of seniority in the Salina Hub if the roster sizing numbers are such that there are roster slots for them. If not, there is no requirement that they be added to the Salina Hub roster.

The three General Chairmen involved could not agree: one argued that the additional classes should be granted prior rights, two contented that employees who entered engineer training after the date of the letter (July 16, 1998), but prior to implementation, should be granted prior rights.

The Board is guided in reaching its decision by a review of how this issue has been addressed in a number of other Hub Agreement."

In arriving at this decision, the Chairman ignored the provision of Article II.F. The former SSW engineers that were promoted after July 16, 1998 and prior to May 1, 1999 were added to both SSW Roster noted in Article II.B.I. and these engineers had the contractual right to be placed on the Salina 2 roster with prior rights.

The Chairman, in reaching his decision, did not have the right to reach that decision by reviewing how the issue was addressed in a number of other Hub Agreements. In those Hub

Agreements, the parties agreed to a certain date in which future engineers would not obtain prior rights on those zone rosters.

This Committee is of the opinion that no engineer at any location should have been granted prior rights after the date the merger was approved on August 12, 1996. Regardless of our opinion or the Chairman's opinion, the Chairman was required to reach a decision based upon the provision of the agreement in dispute, not opinion.

The engineers in this dispute had already established a date as an engineer as per the provisions of the BLE/SSW Agreement prior to May 1, 1999. Given the provisions of the Expanded Salina Hub Agreement and the other documentation provided in the BLE/SSW Submission, these former SSW engineers had the contractual right to be placed on the Salina Hub Zone 2 Roster with prior rights and the Carrier had a legal responsibility to comply and enforce the agreement to which they are signatory. Likewise, the Board does not have the authority to ignore the provisions of the agreement.

VI.

ARGUMENT

A. The arbitrator went beyond his function and authority in issuing the opinion and award in Case No. 1, Question No. 1 based upon factors other than the negotiated and signed agreement that was before him for decision, which violates his legal responsibility as a Chairman of this NYD Board.

1. Arbitrator Muessig had a duty and a legal obligation to render a decision on all five (5) questions given the Expanded Salina Hub Agreement and the documentation provided in the submissions.

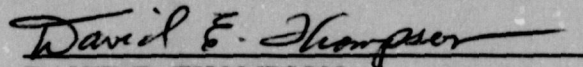
2. There is no dispute in that the twenty-three (23) former SSW employees obtained a date as a SSW engineer prior to implementation of the Expanded Salina Hub Agreement and the Southwest Hub Agreement. Their date as an engineer was established under the provisions of the BLE/SSW Agreement, which remained the controlling CBA up to the date of implementation of the Hub Agreements.
3. The officers of Union Pacific designated to manage the SSW Agreement and construct the seniority roster, had full knowledge of the Expanded Salina Hub Agreement when they agreed to canvass the twenty-three (23) SSW engineers and place these engineers on the Zone and Common Rosters in the Salina and Southwest Hub as per the agreements, which is supported by the documentation provided in the BLE/SSW submission to the Board.
4. When canvassed, seventeen (17) engineers elected to place themselves and their seniority in Zone 2 of the Salina Hub, given the provisions of the Expanded Salina Hub Agreement. The remaining six (6) engineers selected Zone 3 of the Southwest Hub and these six (6) engineers were placed in the Southwest Hub with their date as an engineer with prior rights in Zone 3.
5. The BLE/SSW General Committee represents former SSW engineers that were involved in seven (7) different Hub Agreements and in every Hub Agreement, each employee's date of promotion as a locomotive engineer was used to establish seniority.

6. The opinion and award in Case No. 1, Question No. 1, took seniority dates and prior rights away from these seventeen (17) SSW engineers and if this opinion and award is not overturned, these seventeen (17) engineers would be the only engineers in the entire merger that were not allowed their date of promotion as a locomotive engineer.

VII.

CONCLUSION

The Brotherhood of Locomotive Engineers, St. Louis Southwestern General Committee requests the Board to accept this petition and to decide the issues raised herein. The five (5) questions in Case No. 1 must be decided based upon the provisions of the Expanded Salina Hub Agreement, which was presented to the Board for interpretation.

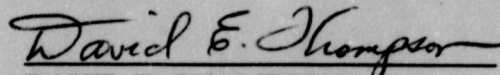


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General Chairman
Brotherhood of Locomotive Engineers

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Petition to Review and accompanying appendices and attachments were served upon Applicant by mailing copies by priority mail, first class postage prepaid, to W. S. Hinckley, General Director of Labor Relations, Union Pacific Railroad Company, 1416 Dodge Street, Omaha, NE 68179; D. M. Hahs, 1011 St. Andrews, Kingwood, Texas 77337; Eckehard Muessig, Chairman NYD Board 331, 3450 North Venice Street, Arlington, Virginia 22207-4447; Ed Dubroski, President BLE, The Standard Building, 1370 Ontario Avenue, Cleveland, Ohio 44113-1701; Harold A. Ross, Attorney BLE, The Standard Building, Suite 1548, 1370 Ontario Avenue, Cleveland, Ohio 44113; Charlie Rightnowar, General Chairman BLE, 320 Brooks Drive, Suite 115, Hazelwood, Missouri 63042; and M. A. Young, General Chairman BLE, 1620 Central Avenue, Room 201, Cheyenne, Wyoming 82001 on this 24 day of February 2000.


DAVID E. THOMPSON

APPENDIX A

BEFORE A BOARD OF ARBITRATION

New York Dock Case 331

In the Matter of Arbitration)
Between)
Brotherhood of Locomotive Engineers)
("BLE"))
And)
Union Pacific Railroad Company)
("UP"))

OPINION AND AWARD

Members of the Board of Arbitration

Eckehard Muessig, Chairman
Don Hahs, Organization Member
Scott Hinckley, Carrier Member

I. INTRODUCTION

On August 6, 1996, the Surface Transportation Board ("STB") in Finance Docket 32760 approved the common control and merger of the rail carriers controlled by the Union Pacific Rail Corporation (Union Pacific Railroad Company and Missouri Pacific Railroad Company) ("UP") and the rail carriers controlled by the Southern Pacific Rail Corporation (Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corporation and the Denver and Rio Grande Western Railroad Company) ("SP"). The STB imposed the labor protective conditions contained in New York Dock ("NYD").

Following the STB approval, the Carrier began to serve Section 4 NYD notices to the various BLE General Chairmen concerning its desire to initiate negotiations relative to the terms and conditions of Implementing Agreements to consummate the approved transaction. Subsequently, the Carrier and the BLE General Chairmen as well as the local committees which they represented successfully negotiated NYD Implementing Agreements applicable to the various "Hubs" established by the Carrier. However, this Arbitration arose because the BLE committees could not agree among themselves on certain matters primarily related to the integration of seniority at the various Hubs.

On January 18, 2000, the Board of Arbitration held a hearing at the Carrier's Houston, Texas facility. The following BLE General Chairmen appeared and testified with respect to the questions before the Board that affected their respective committees:

| | |
|-------------|------------------|
| R. A. Poe | C. R. Rightnower |
| W. R. Slone | D. E. Thompson |
| M. A. Young | |

DISCUSSION, FINDINGS AND CONCLUSION

The Carrier's position on the general issue of seniority is well-summarized in a letter from Mr. John Marchant, Vice-President of Labor Relations, sent to the BLE International Vice-President. In relevant part, it stated as follows:

"The final issue which was discussed pertained to integration of seniority as a result of post-merger consolidations and implementing agreements. BLE asked if Union Pacific would defer to the interested BLE committees regarding the method of seniority integration where the committees were able to achieve a mutually agreeable method for doing so: In that regard, Union Pacific would give deference to an internally devised BLE seniority integration solution, so long as; 1) it would not be in violation of the law or present undue legal exposure; 2) it would not be administratively burdensome, impractical or costly; and 3) it would not create an impediment to implementing the operating plan."

Subsequently, the seniority issues on which the BLE committees could not agree were submitted to the Arbitration Board in the form of seven cases containing the questions at issue. The submissions, over the signature of each of the General Chairmen, contained detailed arguments in support of each committee's position.

The Carrier, in its submission to the Board, presented its analysis of the seven questions.

This Award will list each of the seven cases, the questions at issue (which have been formulated from the submissions of the parties), a brief narrative (when appropriate), followed by our holding. There will not be a detailed recitation of each and every argument or contention advanced by the parties to each case. Nonetheless, this does not mean that these were not fully considered by the Board in its deliberations.

Before addressing each of the seven cases, several observations must be made at the outset. First, the Carrier, in its Operating Plan filed with its merger application, indicated that it would implement a "hub and spoke" operating scheme for the merged railroad. As a part of the merger process, individual Hub Agreements had to be negotiated with the BLE. However, the parties were only able to negotiate two Hub Agreements at a time. While this negotiating process was taking place, the Carrier, when it needed additional forces, relied on the various Collective Bargaining Agreements to obtain staff.

After a Hub Agreement was negotiated, it was sent to each BLE member for ratification vote. After ratification, the Agreements were signed using the same date as they were originally initialed by the negotiating parties. It was only at that point that the integration process began in earnest, including merging of seniority rosters and familiarization trips to the locations. Because another craft may have been involved in arbitration, there were occasional delays in this process. In view of these circumstances, many months could pass from the time an Agreement was ratified and its final implementation.

Second, as a general observation, in our holdings in these cases, the Board recognizes that there is perhaps not one "right" decision in each and every case. In some instances, our decisions were not easily reached and, during our lengthy deliberations, we acquired an appreciation of the problems faced by the parties to this dispute. In any event, when reaching a decision, the Board was guided by the basic principle of "what is right, not who is right." We tried not to lose sight of the reality that seniority protects and secures an employee's right in relation to the rights of other employees in the same seniority grouping. When in doubt and when a logical basis existed, our decisions reasonably lean to the more senior employees.

CASE NO. 1

The Board concludes that there are two separate questions to this case. The first question is:

"Question 1: In the Salina Hub (phase II) are all employees who were in engineer training on the day of implementation May (1999) prior righted to engineer positions or are only those employees who were in engineer training on July 16, 1998 entitled to prior rights?"

Relevant here is Article II of the Salina phase II Agreement which reads as follows:

ARTICLE II - SENIORITY CONSOLIDATIONS

- A. To achieve the work efficiencies and allocation of forces that are necessary to make the Salina Hub operate as a unified system, a new seniority district will be formed

and a master Engineer Seniority Roster-UP/BLE Salina Merged Roster #1 will be created for engineers holding seniority in the territory comprehended by this Agreement on the effective date thereof. Prior rights Zone 1 is already intact and will remain unchanged by this Agreement. A new prior rights Zone 2 will be created under this Agreement. Such two prior rights zone rosters shall constitute the new UP/BLE Salina Merged Roster #1.

- B. Prior rights seniority rosters will be formed covering Zone 2 as outlined above. Placement on this roster and awarding of prior rights to such zone shall be based on the following:
 - 1. Zone 2 - This roster will consist of former UP engineers with rights on MPUL Wichita (Roster No. 058111) and former SSW engineers with rights on SSW Pratt (Roster No. 304101) and SSW Herington (Roster No. 303101).
- C. Entitlement to assignment on the prior rights zone roster described above shall be by canvass of the employees from the above affected former rosters contributing equity to such zone.
- D. Engineers on the above-described prior rights Zone 2 roster and the existing Zone 1 roster shall be dovetailed with zone prior rights into one (1) common seniority roster.
- E. All zone and common seniority shall be based upon each employee's date of promotion as a locomotive engineer (except those who have transferred into the territory covered by the hub and thereby established a new date).
- F. Any engineer working in the territories described in Article I. on the date of implementation of this Agreement, but currently reduced from the engineers working list, shall also be given a place on the roster and prior rights.
- G. The total number of engineers on the Zone 2 prior rights roster will be mutually agreed upon by the parties, and then merged with the existing Zone 1 prior rights to form the master UP/BLE Salina Merged Roster.

The above-cited provisions did not address the status of those persons who were in training to be engineers. However, this issue was addressed by the parties when they formulated Side Letter No. 18, dated July 16, 1998. It provides as follows:

As discussed, there are currently a group of engineers in training for Dalhart/Pratt. Under the SSW Agreement and seniority provisions, some of these trainees bid the training vacancies from Herington with the hope they could hold seniority in the Salina Hub after implementation of the merger. It was agreed that these trainees would stand to be canvassed for establishment of seniority in the Salina Hub if the roster sizing numbers are such that there are roster slots for them. If not, there is no requirement that they be added to the Salina Hub roster.

The three General Chairmen involved could not agree: one argued that the additional classes should be granted prior rights, two contended that employees who entered engineer training after the date of the letter (July 16, 1998), but prior to implementation, should be granted prior rights.

The Board is guided in reaching its decision by a review of how this issue has been addressed in a number of other Hub Agreement. For example, we note the following:

Salt Lake Hub - Article II, F - "Student engineers in training on December 1, 1996 will be assigned prior rights based on the area designated in the bulletin seeking application for engine service."

Denver Hub - Article II, A, 3 - "New Employees hired and placed on the new roster on or after December 1, 1996, will have no prior rights but will have roster seniority rights in accordance with the zone and extra board provisions set forth in this Agreement."

Both of these Hubs were implemented July 1, 1997 due to arbitration with the UTU which delayed the implementation.

Roseville Hub - Article II, B, 5 - "Student engineers in training on or before September 1, 1997 will be assigned prior rights as engineers based on the area designated in the bulleting seeking applications for engine service." (implemented February 1999)

Los Angeles Hub - Article II, B, 2 - "All engineers who entered training after January 13, 1998 and are promoted in the Hub after January 13, 1998 will be considered common engineers (holding no prior rights), and placed on the bottom of the roster. Those engineers who entered training prior to January 13, 1998 and are promoted after that date will be entitled to any prior rights set forth in this agreement. This includes those who entered training and have been hostling." (to be implemented January 16, 2000)

The above examples show that the parties intended to have a specific date as to when prior rights would be cut-off and that employees who entered training after that cut-off date would be common employees.

Side Letter No. 18 does not contain a specific date. However, in our judgment it does provide an indication of the parties intent when they pointed to those engineers "currently" in training. Thus, we conclude that those engineers in training on July 16, 1998 are granted prior rights and those in training after July 16, 1998 are not granted prior rights.

The other question in Case No. 1 is:

"Question 2: What is the correct number of prior righted pool turns for former SSW engineers in the Herington-Kansas City pool and the Herington-Pratt pool as indicated in Article 1,B.2 and Attachment "B" of the Expanded Salina Hub merger implementing agreement?"

Key to resolution of this question is Article 1,B.2 and 3 of the Expanded Salina Hub Agreement ("Salina Hub Agreement"). In relevant part, it reads as follows:

2. The existing former SSW Herington to Kansas City pool operation will be preserved under this Agreement with Herington as the home terminal. Kansas City will serve as the away-from-home terminal. Engineers operating between Herington and Kansas City may utilize any combination of UP or SSW trackage between such points. This pool shall be slotted, and Attachment "B" lists the slotting order for the pool. Former SSW engineers shall have prior rights to said pool turns. The Carrier and the Organization shall mutually agree on the number of turns subject to this arrangement. If turns in excess of that number are established or any of such turns be unfilled by a prior rights engineer, they shall be filled from the zone roster, and thereafter from the common roster.
 - a. * * * *
 - b. * * * *
3. The existing former SSW Pratt to Herington pool operation will be preserved under this Agreement, except the home terminal will be changed to Herington. Pratt will serve as the away-from-home terminal. Sufficient number of engineers will be relocated to Herington to effect this change. This pool shall be slotted, and Attachment "B" lists the slotting order for the pool. Former SSW engineers shall have prior rights to said pool turns. The

Carrier and Organization shall mutually agree on the number of turns subject to this arrangement. If turns in excess of that number are established or any of such turns be unfilled by a prior rights engineer they shall be filled from the zone roster, and thereafter from the common roster.

Side Letter No. 15, dated July 16, 1998, to the Salina Hub Agreement advised the affected BLE General Chairmen that the Carrier would convene a meeting "to develop equity data for roster formulation and slotting of freight pools associated with the Salina Hub." The letter also stated that, if the BLE could not agree among themselves as to the equity percentages for roster slotting and formulating, the Carrier would make the final decision.

Attachment B, identified above, showed 12 pool allocations for each of the pools. The Agreement was put out for a vote, showing the number as "12" for each pool. However, the two committees could not agree on the allocation number. This disagreement must now be settled by the Board.

The Board has carefully considered the position of the respective Committees as set forth in their submissions and as forcefully expressed by the General Chairmen before the Board.

We conclude that this matter is best resolved by adopting the data shown in the Carrier's record. In this respect, the Board relies on the Carrier's letter of November 19, 1998 to the BLE. This letter contains a change to Attachment B. The change reflects the approximate number of turns operating Herington to Kansas City as thirty-eight (38) and Herington to Pratt as eighteen (18). The Board holds these numbers to be proper and they are so adopted by this Award.

CASE NO. 2

The first issue to be resolved is: "What is the proper roster ratcheting method for the three zone rosters at Longview?"

As noted earlier, the UP/SP merger took place over time and unfolded as a series of Hub negotiations were completed. Employees were given an opportunity to select seniority in a given Hub.

The Longview Hub Agreement was negotiated and then initialed on August 13, 1997. Article III provided for the creation of equity rosters for three separate zones, from three different groups of employees (UP, SSW and SP). Each of the BLE committees made concerted efforts to obtain as many prior rights as possible for its committee members.

Side Letter No. 11 of the Longview Hub Agreement set forth a final roster process. It reads in part as follows:

Finally, whether or not the above process result in a voluntary agreement which addresses these matters, Carrier will join with the Organization, within ninety (90) days of implementation of the last of those merged Hubs described above, to execute a one-time upward "ratcheting" of all rosters in all such Hubs which have been consolidated on the basis of work equity. This adjustment, which consists of assigning all vacant equity roster slots to engineers who are occupying identical, lower equity slots which may have occurred as a result of the phased consolidation of the Hubs and exercises of moves between Hubs which might occur under Side Letter No. 5 to this Standby Seniority Implementing Agreement. It is clearly understood that upon completion of this one-time upward ratcheting of merged rosters, such rosters are considered closed to any future adjustments.

The parties met in an effort to reach agreement on the final roster. Unfortunately, they were not able to agree and this question is now before the Board for final resolution.

The parties are in dispute as to the status of those employees who filled the additional 10 slots in the Zone 2 roster and vacant 10 slots in the Zone 3 roster. Simply put: Do these employees participate in the ratcheting process?

It appears from the record that the parties intended to prior right a number of positions on each zone roster. Further, it also appears that there were not enough employees from the appropriate pre-merger rosters to fill all equity slots and that, as a consequence, they were filled by long-term employees from other rosters. A review of the records of the employees in question indicates that they all have at least 20 years of service. As long-term employees who were originally given slots in the agreed upon roster numbers, it

would be appropriate to ratchet them upwards as they were on rosters that contributed to the equity. If they were fairly new hires who had not personally contributed any pre-merger equity, then it would not be appropriate to ratchet them upward. If the parties had not intended to ratchet these long-term engineers upward, then at the time they were placed on the roster in the "equity" slots, the parties should have gone on record as stating that they were to be excluded from the ratcheting process.

Therefore, in consideration of the above reasoning, we conclude that in Zone 2, the Junior SSW Engineer to be ratcheted upwards is T. W. Brown. In Zone 3, the Junior SSW Engineer to be ratched upward is J. V. Rogers.

The final issue is the process that should be used with respect to A/B slots on the roster. The parties had agreed to fill the original roster only with working engineers. Those working as Carrier officers, those who were on leave or those who had been fired were not put in equity slots to afford those working the full use of their equity.

However, when one of the above excluded engineers returned to duty, he would be placed in a roster slot and that number on the roster then would have two engineers designated as A and B. No one was ratched down on the roster. With the current ratcheting, these slots will be handled in the following manner. If a spot above the A position is vacant, the A employee will move up. The B employee then will exclusively hold the numbered position with no A or B designation on that position. No employee will be ratched up to a B position.

CASE NO. 3

The question in this case is: "Which former HBT engineers should be afforded Zone 5 prior rights? (Zone 5 is a roster created by a merger implementing agreement.)"

Before the merger in Houston, the UPRR, SPRR and the Houston Belt and Terminal Railroad ("HBT") co-existed at that facility.

To facilitate the consolidation of the forces at the Houston Hub, the BLE, the UPRR and SPRR agreed to a Standby Seniority Merger Implementing Agreement on January 17, 1997 ("January 17th Agreement"). The January 17th Agreement provided for seniority consolidation and prior rights within the Houston Hub zones. The two BLE General Chairmen and the Carrier, on that same date, signed Side Letter No. 1 to that Agreement. In pertinent part, it stated:

B. All former HBT employees who transfer to Union Pacific as a result of UP assumption of operation of Settegast Yard shall be entitled to protection benefits contained in the merger implementing agreement for the territory covered by Zones 3, 4 and 5 on an equal basis with all other Union Pacific engineers in those territories. Length of service on the HBT shall be included in determining length of protection under the New York Dock conditions.

Also, on January 17, 1997, the parties signed Side Letter No. 4 which in relevant part stated "the parties reached conceptual agreement that Zone 5 would be protected by a prior rights roster consisting of the five (5) former roster having yard prior rights."

The Board concludes that a reasonable construction of the January 17 Agreement and related documents is that prior rights shall be granted only to those Engineers who had an engineer's date on or before December 1, 1996 or who were in training to become a Locomotive Engineer on or before December 1, 1996. In reaching this conclusion, we particularly note that under Article II, Seniority Consolidation of the January 17 Agreement sets December 1, 1996 as a "cut-off" date in all key elements as follows:

Article II reads:

To achieve the work efficiencies and allocation of forces that are necessary to make the Houston Hub operate efficiently as a unified system, a new seniority district will be formed and a master Engineer Seniority Roster--UP/BLE Houston Hub Merged Roster #1--will be created for the employees assigned in the Houston Hub on December 1, 1996. (Emphasis added).

Article II, Section B Subsection 7 reads:

Any engineer working in one of zones on or before December 1, 1996 (emphasis added) but currently reduced from the engineers working list, shall also be given a place on the roster and prior rights in the appropriate zone.

Article II, Section E reads:

Engineers assigned to the new merged roster after implementation shall be assigned to a zone based on the Carrier's determination of the needs of service at that time in the Houston Hub but without prior rights. Student engineers in training on or before December 1, 1996, (emphasis added) will be assigned a zone based on the area designated in the bulletin seeking application for engine service.

Moreover, Article II of the Memorandum of Agreement of March 18, 1998 section 2 reads:

In conjunction with MP's assumption of control and operations of Settegast Yard, and the concomitant transfer of HBT engineers to MP, former HBT engineers will be placed on the Houston Terminal Seniority District - Zone 5 seniority roster in accordance with applicable provisions of the Standby Seniority Merger Implementing Agreement, dated January 17, 1997, including Side Letter No. 4 thereof, for the Houston Hub and Spoke. (Emphasis added).

Article III of the Memorandum of Agreement of March 18, 1998 Settegast Yard Assignments / Temporary Vacancies also reads:

Regular assignments and temporary vacancies for yard assignments established on the trackage rights lines will be filled in accordance with the provisions of Merger Implementing Agreement for Houston Hub Zones 3, 4 and 5, dated April 23, 1997 and the Standby Seniority Merger Implementing Agreement for the Houston Hub and Spoke, dated January 17, 1997. (Emphasis added).

Subsequent to the Houston Hub implementation and the Letter Agreement of March 18, 1998 (noted above), the two BLE General Chairmen involved signed another Letter Agreement on April 7, 1998, which in relevant part, included a method by which HBT engineers affected by the March 18, 1998 "Trackage Rights Agreement" would be assigned to the Houston Hub.

The argument has been made that this document conveyed the same rights to the newly transferred engineers as was granted to the original merged engineers. However, the Board, after careful review, does not reach the same conclusion. In April 1998, over one year after the Hub Agreement was signed, the merger roster was set. To grant similar rights to the transferred engineers as were granted to the original merger engineers, is not reasonable because several of these engineers were promoted after the approval of the merger. If the newly transferred engineers were granted the same rights, it would have resulted in a different equity arrangement for assignments and would have placed engineers in a different roster position than originally established.

For all of the foregoing reasons, we hold that December 1, 1996 is the controlling date, as noted earlier.

CASE NO. 4

Here, the question is: "What seniority date will be used (system or point) on the DFW Master Dovetail Roster for common assignments when the prior rights period in the DFW Hub expires?"

Relevant to this question is Article II of the Dallas-Fort Worth Hub Agreement and Side Letter No. 5. Article II in pertinent part reads:

II. Seniority and Work Consolidation

The following seniority consolidations will be made:

A. 1. A new seniority district, known as the DFW Hub, will be formed and a master UP/BLE DFW Hub merged Engineer's Seniority Roster, will be created from engineers assigned/working in the territory comprising the new DFW Hub and those outside the Hub who have rights to place in the Hub and elect to place in the Hub. (See section H of this Article II for integration of Longview Hub seniority)

B The new rosters will be created as follows:

1. Engineers assigned on the seniority rosters identified in Section A above will be dovetailed based upon their current engineer's seniority date or consolidated seniority date,

whichever is applicable. For UP engineers it will be the pre KATY merger seniority date, not the 1989 merger date. This shall include any engineer working in train service or as a hostler in the DFW Hub. If this process results in engineers having identical seniority dates, seniority ranking will be determined by the employee's earliest retained firemen'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.

D. Prior rights shall be phased out on the following basis:

1. For the first three years after implementation the pools shall retain prior rights up to the baseline level of 100%. At the start of the fourth year the prior rights shall fall to 67% and at the start of the fifth year at 33% and at the start of the sixth year all pool turns shall be assigned off the common roster.
2. DFW Hub Yard assignments and Arlington and GSW TSE assignments prior rights shall be reduced at the same time as the pool assignments except beginning with the 4th year all third shift assignments will be assigned using the common roster, beginning with the 5th year all second shift assignments will be assigned using the common roster and beginning with the 6th year all assignments will be filled using the common roster.

Side Letter No. 5 reads as follows:

H. Longview Hub seniority and DFW Hub seniority shall be consolidated in the following manner:

1. Prior to the phase out of all prior rights in the DFW Hub, jobs advertised in the DFW Hub that do not receive a DFW prior rights bid will be assigned from the DFW common roster. If there are no bids received from the DFW common roster, then the assignments shall be assigned from the Longview common roster. Like wise, jobs advertised in the Longview Hub that do not receive a prior rights bid will be assigned from the Longview common

roster. If there are no bids received from the Longview common roster then the assignment shall be assigned from the DFW common roster. If no bids are received, then the jobs going "no bid" will be assigned in accordance with the respective DFW or Longview Hub Agreement.

2. A new consolidated DFW-Longview dovetailed master common roster will be formed by combining the DFW and Longview dovetailed common seniority rosters into one master dovetailed common roster. Subsequent to the prior rights phase out in the DFW Hub, all jobs in the DFW-Longview Hub will be assigned from the consolidated DFW-Longview master dovetailed common roster.

Thus, pursuant to the above-cited Agreements, prior rights are retained for six years and, as the prior rights are phased out, common rights are applied or used. Accordingly, it would clearly violate a basic notion of fairness if all Engineers in the merged Hub were not granted seniority in a like manner, i.e., equally treated.

In summary, simply stated, does the creation of a Hub and the subsequent phase out of prior rights mean that the Hub should be treated as a neutral site? We conclude that it should be. Therefore, the Engineers earliest continuous seniority date, regardless of which railroad the seniority was held is appropriate.

CASE NO. 5

Here the question is: "What is the rightful date of SSW engineer D. O. Kern? Is it the date shown on the seniority rosters provided by General Chairman Thompson (6/12/78), or is it the date that the former SSW rosters were top and bottomed (11/15/83)?"

As in Case No. 4, the earliest continuous Engineer Seniority date is to be used.

CASE NO. 6

The question here is: "Is the agreed to template (82/16/68) to be applied to that group of engineers in the DFW Hub above the pre-merger numbers (310UP, 42SP and 23 SSW)? If so, the SSW would be

entitled to two additional slots. Do the prior rights stop at this same number? After the prior rights number is finalized, how are slots above that number filled?"

At the arbitration hearing, the parties agreed that the prior rights cap was 372 positions.

With respect to the positions after 372, we conclude that Engineers should be placed on the roster in order of seniority, without regard to which former railroad or seniority district they were previously employed.

CASE NO. 7

In this case, the question is "Are the twelve engineers who responded to the October 10, 1998 promotion notice at Kansas City entitled to prior rights in Zone 2 of the Kansas City Hub?"

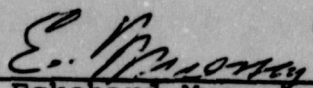
The significant events leading to Question No. 7 occurred on October 10, 1998 when the Carrier bulletined Trainmen for bids for twelve (12) positions to enter Engineer Training. The bulletin was closed on October 25, 1998 and the twelve (12) employees (subject to the question above) were the successful bidders.

The Board has carefully reviewed the submission of the General Chairmen as well as their forceful and well-reasoned arguments before us. The essential issue in this case is the same as in Case No. 1. We settle this case by applying the same reasoning as in Case No. 1.

The Agreement creating Zone 2 was signed on July 2, 1998. The twelve (12) Trainmen responded to a notice dated October 10, 1998 some three and one-half months after the effective date. Accordingly, for the same reason as in Case No. 1, the trainees are not prior righted and the answer to the above question is in the negative.

AWARD

As stated in the Findings and Conclusions.



Eckehard Muessig
Neutral Member

Dated: 2-8-2000

APPENDIX B

BLE Official Ballot

Section 33(a) Standing Rules

Check one line to indicate your vote:

☐ I am agreeable to accepting the Proposed Extended Salina Hub Implementing Agreement.

☐ I am opposed to accepting the Proposed Extended Salina Hub Implementing Agreement.

This ballot must be returned in the enclosed envelope, with your name printed and signed along with your BLE division number and name of your railroad. Ballots received after Thursday September 10, 1998 will not be counted

Thank you for your cooperation.

Printed Name _____

BLE Division Number _____

Signature _____

Railroad _____

SUMMARY OF
EXPANDED SALINA HUB
IMPLEMENTING AGREEMENT

In order to fully understand this Implementing Agreement and the enormous amount of effort put into negotiating these provisions it is necessary for you each to understand that bargaining over an Implementing Agreement under New York Dock provisions is very different from negotiating collective bargaining conditions.

First of all mergers are not made to benefit the employees of the railroads involved but are done to provide cost savings to the railroad and increase dividends for the stock holders. Therefore it is necessary for you to understand that this is not the proper forum to conduct negotiations to improve your collective bargaining agreement or address the unjust treatment of our post 1985 engineers.

If a voluntary Implementing Agreement is not reached under the terms and conditions of New York Dock the issue is then placed before an Arbitrator who - after hearing the case - issues a decision that becomes the Implementing Agreement. The Arbitrator is limited by the New York Dock conditions in what he can and can not rule on and that is significant when it comes to blanket certification and relocation benefits.

Listed below are the conditions negotiated on your behalf and where appropriate the corresponding New York Dock Benefits:

Implementing Agreement

Automatic (blanket) Certification:

- ⇒ This provides that each engineer (even demoted) working in the Salina Hub on the date of implementation, will be protected against loss in earnings as long as he works the highest paying job he can in the hub.
- ⇒ No forms need to be filed.

New York Dock Conditions

Adversely affected employees:

- ⇒ New York Dock provides that each employee who thinks they have been placed in an adverse position due to the merger must make a claim to the railroad - and then proves that the adverse conditions are actually merger related.
- ⇒ Forms need to be filed every month.
- ⇒ Each denied claim must be arbitrated separately.
- ⇒ Arbitration is on a party pay basis.

Implementing Agreement

Length of Protection:

⇒ Up to six (6) years - equal to length of service.

Relocation Benefits; In Lieu Of Allowance:

⇒ \$10,000 if a renter:

⇒ \$20,000 if a homeowner and does not elect to sell home.

⇒ \$10,000 additional if a homeowner and elects to sell home.

⇒ Or New York Dock Conditions

Hub & Spoke Concept:

⇒ This was part of UP's operating plan submitted to the Surface Transportation Board wherein the majority of assignments will work out of a central (Hub) location in various directions allowing for better utilization of manpower.

Results in relocating many outside employees into the central area but should eliminate future relocations.

Seniority:

⇒ Allows expanded opportunity to all engineer assignments within the Hub to all engineers on the new Salina Merged Roster #1, in accordance with the agreement provisions.

⇒ Prior rights will apply to all engineers (even demoted) on their zones as described in the agreement.

Vacations:

⇒ All service with original railroad will be counted for vacation eligibility and arbitrables and special allowances.

New York Dock Conditions

Length of Protection:

⇒ Up to six (6) years - equal to length of service

Relocation Benefits:

⇒ Allowance for actual loss on sale of home due to the merger.

⇒ Three days allowed for looking for new home.

⇒ Actual moving expense reimbursement.

Hub & Spoke Concept:

⇒ Since the operating plan of the UP included this concept the Arbitrator will impose it.

Seniority:

⇒ The Arbitrator will make allocation on work and selection of work forces.

Implementing Agreement

TERMINAL CONSOLIDATIONS:

⇒ The Herington terminal will be consolidated into a single operation.

POOL OPERATIONS:

⇒ ZONE 1

Salina to Sharon Springs

Salina to Kansas City

⇒ ZONE 2

Wichita to Salina via Lost Springs /
Herington

Wichita to El Dorado

Wichita to Winfield/Arkansas City

Whitewater to McPherson

Herington to Hope (end of track)

Pratt to Kansas City via Herington

TERMS & CONDITIONS:

⇒ Twenty-five mile zone: Allows pool crews to receive their train up to 25 miles on the far side of terminal - ½ basic day allowance.

AGREEMENT COVERAGE:

⇒ The Carrier has selected Union Pacific Eastern District Agreement.

⇒ Entry rate provision shall be waived for engineers with a trainmen/engineerman seniority date prior to effective date of this agreement.

New York Dock Conditions

TERMINAL CONSOLIDATIONS:

⇒ Will be fashioned by Arbitrator in accordance with the operating plan submitted to the STB due to transportation benefits, such as better service or reduced rates for shippers.

TERMS & CONDITIONS:

⇒ Not covered by New York Dock

AGREEMENT COVERAGE:

⇒ Arbitrator will select a single agreement on basis of transportation benefits to shippers and public.

Implementing Agreement

New York Dock Conditions

FAMILIARIZATION:

⇒ Engineers will be provided sufficient number of trips with no "loss of time."

EXTRA BOARDS:

⇒ Extra Boards will be established at Salina, Oakley, Wichita, Hutchison and Herington.

Side Letter # 1:

⇒ Maintenance of Life & Disability Insurance for SP engineers for 6 years from January 1, 1998.

Side Letter # 2:

⇒ Addresses the application of personal leave days / single day vacation on protection.

Side Letter # 14:

⇒ Addresses engineers training engineers will receive and allowance of 1 hour.

Side Letter # 16:

⇒ Addresses the concerns of manning the Herington/Pratt pool.

Side Letter # 17:

⇒ Preserves Oakley as the location for the Salina extra board.

APPENDIX C

UNION PACIFIC RAILROAD

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

NEW YORK DOCK CASE 331

CARRIER'S SUBMISSION

**Mr. ECKHARD MUESSIG
NEUTRAL**

January 18, 2000

BACKGROUND

During negotiations with the BLE in the UP/SP merger there was always a minimum of two BLE General Chairmen and at times as many as four. Each General Chairman represented several local committees. Prior to the beginning of negotiations Mr. John Marchant, Vice-President of Labor Relations for UPRR sent a letter to the BLE International President advising as follows:

"The final issue which was discussed pertained to integration of seniority as a result of post-merger consolidations and implementing agreements. BLE asked if Union Pacific would defer to the interested BLE committees regarding the method of seniority integration where the committees were able to achieve a mutually agreeable method for doing so. In that regard, Union Pacific would give deference to an internally devised BLE seniority integration solution, so long as; 1) it would not be in violation of the law or present undue legal exposure; 2) it would not be administratively burdensome, impractical or costly; and 3) it would not create an impediment to implementing the operating plan."

Much time was spent by the BLE committees trying to reach an unified position with respect to seniority. In some cases they were unable to do so and held private internal arbitration. In other cases they agreed on certain language and after implementation and during the preparation of new merged rosters, disputes arose on the meaning of the language. These seven cases (some with multiple questions) are a result of disagreements among the various BLE General Chairmen on the interpretation of merger implementing agreement language. The Carrier has attempted to act as a mediator in these disputes and still protect the Carrier with regards to the three items mentioned in the letter quoted above.

In some instances the Carrier may agree with the position of one of the General Chairmen or may not agree with any of the General Chairmen positions. The Carrier will outline its position in each of the seven cases and where applicable give examples of what was done in other Hub merger implementing agreements where there was not a dispute.

Case 1

Upon review of the correspondence, the Carrier believes that there are two separate questions to this case. Other questions posed by the various General Chairmen are merely restating the same questions in another manner.

Question 1: In the Salina Hub (phase II) are all employees who were in engineer training on the day of implementation May (1999) prior righted to engineer positions or are only those employees who were in engineer training on July 16, 1998 entitled to prior rights?

During negotiations for each Hub the Carrier continued to operate under separate collective bargaining agreements. This meant that when additional forces were needed the Carrier would have to hire and/or promote, not on a unified system basis, but on a CBA basis. Since some form of prior rights was granted in most Hubs, the question was raised as to which employees would be entitled to prior rights. Asked differently, would a SSW employee promoted into engine service the day before implementation be entitled to prior rights ahead of a 20 year MPUL employee.

Prior to addressing this question further one needs to understand the bargaining schedule. UPRR held numerous negotiations covering all major Hubs. The parties were only able to handle two Hubs at a time. After a Hub Agreement was negotiated the International BLE office would send out a copy to each member for a ratification

vote. The Agreements were signed with the same date as the date they were originally initialed. The process of implementation was started at that point, with a lot of work needing to be done to put rosters together, hold meetings, start familiarization trips and await any arbitration that may be required with another craft. As a result it could be many months between the ratification of an agreement and the final implementation of the agreement. As an example, Salina II was signed with the BLE with a date of July 16, 1998. The UTU proposal went to arbitration and an award was issued in March of 1999 and implemented a little over a month later. This created a ten month lag time between the signing date and the final implementation date.

The different BLE committees were always lobbying to give prior rights to their members over other committee members. Article II, of the Salina II agreement provided for the creation of a new seniority roster and the granting of prior rights to engineers working as an engineer or demoted but still working as a trainman in the territory. While these provisions covered already existing engineers it did not cover those who were in training to be engineers. Side Letter No. 18 dated July 16, 1998 provided as follows:

" As discussed, there are currently a group of engineers in training for Dalhart/Pratt. Under the SSW Agreement and seniority provisions, some of these trainees bid the training vacancies from Herington with the hope they could hold seniority in the Salina Hub after implementation of the merger. It was agreed that these trainees would stand to be canvassed for establishment of seniority in the Salina hub if the roster sizing numbers are such that there are roster slots for them. If not, there is no requirement that they be added to the Salina Hub roster." (emphasis added)

This dispute is over engineer in training classes that were started after the date of this letter. The SSW General Chairman wants the additional classes granted prior rights and the MPUL and UPED General Chairmen do not want employees who entered

engineer training after the date of the letter but prior to implementation of the Hub to be granted prior rights ahead of their long term members. As explained earlier due to the lag time between signing and final implementation it was necessary to start additional training classes after the signing date.

The identifying of specific dates for using prior rights had been standard in other Hub Agreements. These Agreements were sent out to the members for ratification and every one looked at where they would stand on the seniority roster before they voted. This included knowing who had prior rights.

Examples of language in other Hub Agreements is as follows:

Salt Lake Hub – Article II, F – “Student engineers in training on December 1, 1996 will be assigned prior rights based on the area designated in the bulletin seeking application for engine service.”

Denver Hub – Article II, A, 3 – “New Employees hired and placed on the new roster on or after December 1, 1996, will have no prior rights but will have roster seniority rights in accordance with the zone and extra board provisions set forth in this Agreement.”

Both of these Hubs were implemented July 1, 1997 due to arbitration with the UTU which delayed the implementation.

Roseville Hub – Article II, B, 5 – “Student engineers in training on or before September 1, 1997 will be assigned prior rights as engineers based on the area designated in the bulleting seeking applications for engine service.” (implemented February 1999)

Los Angeles Hub – Article II, B, 2 – “All engineers who entered training after January 13, 1998 and are promoted in the Hub after January 13, 1998 will be considered common engineers (holding no prior rights), and placed on the bottom of the roster. Those engineers who entered training prior to January 13, 1998 and are promoted after that date will be entitled to any prior rights set forth in this agreement. This includes those who entered training and have been hostling.” (to be implemented January 16, 2000)

These are but four examples of how this topic was treated in other Hubs. There was meant to be a clear defined date as to when prior rights was to be cut off and

employees who entered training after that date were to be common employees. In referring back to Side Letter No. 18 the Carrier earlier highlighted the word "currently". Since there is no defined date used in the side letter like is used in the other examples we need to look for other evidence of what was intended. It appears to the Carrier that the parties looked to see what the current state of engineer training was and on the date of July 16, 1998 there was "currently" a group in training. The arbitrator is thus given the responsibility to decide if the intent was to limit prior rights to the "currently" group or to grant it to all groups in training before implementation.

Question #2 – What is the correct number of prior right pool turns for the former SSW engineers in the Herington to Kansas City freight pool as per the provision of Article I,B, 2. And attachment "B" of the Expanded Salina Hub Agreement.

The Carrier's chief negotiator for Salina II has left the company to pursue other interests. His assistant is still with the Carrier and advises that the following is his recollection of the facts behind this case. Article I,B,2, and 3 both provide for a level of prior rights for the pools in question. Both sections use the same language for determining the number of prior right turns, which is: "The Carrier and the Organization shall mutually agree on the number of turns subject to this arrangement." The Carrier gave train information it had in its files to the parties. Pending review by the parties, there was a gentlemen's understanding that Attachment "B" would reflect 12 pool turns as being prior righted for each pool but that it could be changed. The Agreement was put out for a vote on this basis. The SSW committee proposed a number that it believed was the correct number (higher than 12) and then later proposed another number even higher than the first. The UPED committee was evaluating the first proposal against the number of pool turns actually in the pool on the cut over day of the

Hub. When the second number came to them they were concerned about the direction the proposal was taking and took the position that the original Attachment "B" was more correct than either number furnished them. It is the Carrier's position that the number is somewhere between the numbers set forth by the two committees. This has become an issue because this Hub used to have three main lines. With the merger one was abandoned and the other two experienced increased traffic. Who has the right to handle this increased traffic is the root of the dispute.

CASE 2

Question 1: What is the proper roster ratcheting method for the three zone rosters at Longview?

The Longview Hub agreement provided for the creation of equity rosters for three separate zones. These rosters were created from three different groups of employees, UP, SSW and SP. The number of engineers that could elect to be in the Longview Hub was a given number with each of the three BLE committees being allowed a specific number of positions. Any engineers on the roster below the set number were to not have prior rights but would be common to the whole Hub. Due to the Hubs being negotiated consecutively rather than concurrently the parties understood that there would be a need to adjust the rosters after all Hubs were done. Side Letter No. 11 of the Longview Hub set forth a final roster process and a ratcheting process for each equity Hub.

The parties met and the Carrier advised that each General Chairman should send their version of the correct ratcheted roster and if they agreed with each other the

Carrier would make the changes. Two of the General Chairmen sent rosters, which were in conflict and the third General Chairman did not send one in. After holding a meeting with the General Chairmen it was clear that there was no consensus and the seniority issue was listed to arbitration.

Due to the complexity of trying to put in writing the correct methods of slotting and ratcheting several hundred names, the carrier will discuss this further in oral argument and be able to use a flip chart to explain further its position. Some of the issues deal with whether common employees should move up into prior rights slots left vacant by retirement, should prior right slots that were not filled initially now become prior righted and should employees on a disability be removed from the equity slot they hold.

CASE 3

Question : Which former HBT engineers should be afforded Zone 5 prior rights? (zone 5 is a roster created by a merger implementing agreement)

Prior to the merger in Houston, in addition to the UPRR and SPRR there existed the Houston Belt and Terminal railroad. Part of the HBT assignments were held by engineers with UPRR seniority. Simultaneously with merger negotiations the Carrier was also eliminating the HBT and folding their seniority into the merged seniority. HBT engineers held no road seniority prior to the merger. The elimination was actually being done in two parts. The first part was the result of UPRR reclaiming a yard that it had been leasing to the HBT and the employees in that yard were covered in the first group. The second part, which was later, was the elimination of the remainder of the HBT.

Side Letter No. 1, dated January 17, 1997 of the Houston Hub stand by agreement states in part:

"All former HBT employees who transfer to Union Pacific as a result of UP assumption of operation of Settegast Yard shall be entitled to protection benefits contained in the merger implementing agreement for the territory covered by Zones 3,4 and 5 on an equal basis with all other Union Pacific engineers in those territories. Length of service on the HBT shall be included in determining length of protection under the New York Dock conditions."

The parties then wrote side letter no. 4 which put together the zone 5 roster with prior rights. At a later date the remainder of the HBT was brought into the UP system. When they were brought over, the UPRR General Chairman wanted them to have prior rights similar to previous HBT engineers merged into the system while the SP General Chairman alleged that the merger roster was set and that they should not now runaround his members. This later action was in April 1998 a little over one year after the Hub Agreement was signed. It was not the intent of the Carrier to grant similar rights to the newly transferred engineers as was granted to the original Merger engineers. It should be noted that several of these engineers were newly promoted after the approval of the merger. Otherwise this would have resulted in a different equity arrangement for the assignments and would place employees in a different position than originally established. The current UP General Chairman is not the same one as the one who negotiated the Houston merger and the Carrier does not have a statement from the original General Chairman as to intent.

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CASE 4

Question 4: What seniority date will be used (system or point) on the DFW Master Dovetail Roster for common assignments when the prior rights period in the DFW Hub expires?

This is a narrow question and affects only a few engineers. Prior to the merger some seniority agreements gave an employee a prior right date at one location and a common date at other locations. This was a result of seniority consolidations at an earlier date. For example, engineer Jones is working in San Antonio and engineer Smith is working in Dallas. They are in separate seniority districts with Jones having a 1-1-78 date and Smith having a 1-1-80 date. In 1982 they consolidate seniority and they keep their original date while at their home terminal but when they work at the other location they have a 1-1-82 date. This means that when engineer Jones is in San Antonio he is senior to Smith and when in Dallas he is junior to Smith.

The merger comes along and both Jones and Smith are in Dallas. The agreement retains prior rights for only six years and then all prior rights are phased out and common rights are to be used. The question is, when the prior rights are phased out, does engineer Jones get to use the 1-1-78 date and move ahead of engineer Smith.

It is the Carrier's position that the Carrier has served NYD notices and reorganized all previous seniority from multiple groups. The prior right districts are being extinguished, work is being combined and as such all engineers should use their earliest continuous engineer date. Engineers Jones and Smith no longer stand in a one on one situation to each other but also stand in relationship to the engineers from three different committees. If they were at a neutral site, say Longview, then both would use

To further complicate the issue, it was the intent of the parties to consolidate the seniority of engineers in the Longview Hub with those in the DFW Hub. As such the following language was agreed to in Article II,B,4:

"Engineers hired or promoted after the implementation of the Longview Hub (02-01-98) shall only have common seniority unless the Cap in A,1, above is not filled. If not filled, then engineers hired or promoted in either the Longview or DFW Hub after 02-01-98 shall be offered a prior right Cap spot, in seniority order, until the Cap is filled. Once the DFW Cap is filled all other common engineers shall remain as common engineers."

The parties were able to agree upon a template percentage which is stated in the question to this case. The BLE internal dispute arose when it came time to identify who would be allowed to occupy the first slot above the pre merger total number. That number is $310+42+23= 375$. Spot 376 thus becomes a coveted spot. Is this spot controlled by the template or is it based on common seniority.

The Carrier believes that the cap is 375 and that after that number, engineers shall be placed on the roster in their seniority order, regardless of which former seniority district they were from. The parties went to great length to count the numbers, build the percentage template and then to add the language providing which employees would be used to fill the cap if not filled by those left in the Hub who were working prior to the merger. The language is specific as to the numbers and procedures and should govern.

CASE 7

Question: Are the twelve engineers who responded to the October 10, 1998 promotion notice at Kansas City entitled to prior rights in Zone 2 of the Kansas City Hub?

This case is factually similar to case no. 1. The parties negotiated a prior rights seniority system for each of the zones. Placement on these rosters was based on

their earliest date. The question is does the creation of a Hub and the phase out of prior rights cause the Hub to be treated as a neutral site. The Carrier believes that the answer is yes and that the system date should be used.

CASE 5

Question : What is the rightful date of SSW engineer D.O. Kern? Is it the date shown on the seniority rosters provided by General Chairman Thompson (6/12/78), or is it the date that the former SSW rosters were top and bottomed (11/15/83)?

The Carrier believes that the answer to this question should be the same as case 4.

CASE 6

Question: Is the agreed to template (82/16/6%) to be applied to that group of engineers in the DFW Hub above the pre-merger numbers (310UP, 42SP and 23 SSW)? If so, the SSW would be entitled to two additional slots. Do the prior rights stop at this same number? After the prior rights number is finalized, how are slots above that number filled?

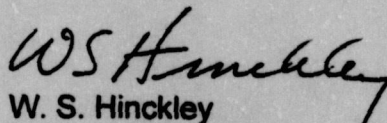
The DFW Hub negotiations were started over 2 years after the merger was announced. Other Texas Hubs had been completed at Houston, Longview and San Antonio. In this period, traffic patterns had changed, some employees had retired, new ones hired and some had selected to work in other Hubs. With all parties wanting to preserve their equity it was agreed to look at both the number of engineers at work the month prior to the merger being approved and the number working at the time the agreement was negotiated.

"engineers holding seniority in the territory comprehended by the Agreement on the effective date thereof." (Article II,A,) Article II, F, states in part: "engineers in training on the effective date of this Agreement shall also participate in formulation of the roster described above". Both of these sentences uses the words "effective date".

Article X is entitled "Effective Date" and states "This Agreement implements the merger of the Union Pacific and SSW/SPCSL railroad operations in the area covered by Notice dated January 30, 1998. Signed at Denver, Co. this 2nd day of July, 1998." Since the Article covering the effective date is clear on what date that is then only those in training on that date are covered.

Side Letter No. 21 discusses a group of engineers "currently" in training and allows those engineers to be covered. However it only refers to trainees who were training for "Dalhart/Pratt" and does not discuss any trainees in Kansas City. The trainees in question responded to a notice dated October 10, 1998, over three and one-half months after the effective date. The agreement had been mailed to all engineers for a ratification vote and to allow these later trainees to become prior righted would be contrary to the proposal voted on.

It is the Carrier's position that the answer should be no.


W. S. Hinckley
General Director Labor Relations
Union Pacific Railroad

January 10, 2000

APPENDIX D

Agreed to arbitration between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
ST. LOUIS SOUTHWESTERN GENERAL COMMITTEE

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNION PACIFIC - CENTRAL REGION GENERAL COMMITTEE

Mr. Eckehard Muessig, Arbitrator

January 18, 2000

Case No. 1

In the Salina Hub (phase II), are all employees who were in engineer training on the day of implementation (May 1999) prior righted to engineer positions or are only those employees who were in engineer training on July 16, 1998 entitled to prior rights?

Question No. 1

What is the correct implementation date for the Expanded Salina Hub?

Question No. 2

In the Expanded Salina Hub Agreement, are all engineers who were in training on the date of implementation (May 1, 1999) entitled to prior rights in the Salina Hub, Zone 1 and/or zone 2 as per the agreement?

Question No. 3

What is the correct date for Zone 1 engineers being placed at the bottom of prior right Zone 2 engineers and the correct date for Zone 2 engineers being placed at the bottom of prior right Zone 1 engineers?

Question No. 4

What is the correct number of prior right pool turns for the former SSW Engineers in the Herington to Kansas City freight pool as per the provision of Article 1.B.2. and Attachment "B" of the Expanded Salina Hub Agreement?

Question No. 5

What is the correct number of prior right pool turns for the former SSW Engineers in the Herington to Pratt freight pool as per the provisions of Article 1.B.3. and Attachment "B" of the Expanded Salina Hub Agreement?

Pages 3, 4, 8, 9, 10, 12, 15, 18, 31, 32, 40, 42, 45, 50, 54, and 59 of the Expanded Salina Hub Agreement is attached as (BLE/SSW Exhibit 1).

HISTORY

It is the position of the BLE/SSW General Committee that the above questions should have been resolved on the property by the Carrier given the clear and precise language of the agreement. Given the dispute with the UP Committee, we have agreed to progress these questions to the Board for final adjudication.

There are a number of undisputed facts in negotiating the various Hub Agreements which became necessary given the merger of the Union Pacific and Southern Pacific Railroad Company. The Brotherhood of Locomotive Engineers St. Louis Southwestern Railway Company General Committee, hereinafter referred to as the BLE/SSW General Committee was a subsidiary of Southern Pacific.

1. Prior to serving any New York Dock Section 4 Notices with Exhibits describing the involved territory of the Hub, the Carrier scheduled a meeting in San Francisco, California the week of January 20, 1997 with the involved and affected BLE General Chairmen and a number of International Officers.

2. In merging the railroads, it was agreed that the employee's date of promotion as a locomotive engineer as shown on each affected roster would be

used in placing the engineers in their correct order on the merged common Hub rosters. Entitlement to a position on the prior right zone roster is spelled out in each Hub Agreement and by a canvas of the employees from the affected former rosters identified in the Hub Agreement as contributing equity to the new zone prior rosters.

In the initial meeting, the Carrier Officers explained how they proposed to merge the companies with their hub and spoke concept, the need for various Hubs, plus the directional routing and the need to start negotiations at the earliest possible date.

The Carrier further explained that in some cases, the Hub negotiations would result in some Hub Agreements being finalized either by negotiation or arbitration and placed on the shelves for several months before being implemented and placed into effect. The Carrier agreed to provide thirty (30) days notice prior to implementation of the Hub Agreements. The thirty (30) day implementation notice can be found in each Hub Agreement.

The Carrier's position was clearly explained and at no time did any of the involved General Chairmen take verbal or written exception.

Example: The Longview Hub Agreement was signed August 13, 1997 and the North Little Rock/Pine Bluff Hub Agreement was signed October 9, 1997. The Carrier served the thirty (30) day notice and both Hubs were implemented on February 1, 1998.

3. The employees represented by each BLE General Committee would and did continue to work under each existing agreement until such time as the Hub

Agreements were implemented. On the date of implementation, the engineers who selected and were working within the territory of that Hub would be governed by the provisions of that Hub Agreement.

The following are the documented facts that must be considered in arriving at the answer to the questions as per the Expanded Salina Hub Agreement.

By letter dated June 4, 1998 with Exhibit "A" (BLE/SSW Exhibit No. 2) Union Pacific's General Director of Labor Relations M. A. Hartman served notice to begin negotiations involving the territory covered by Exhibit "A" and proposed the initial conference starting at 1:00 p.m. on July 1, 1998.

The Expanded Salina Hub Agreement was initialed by the parties on Thursday, July 16, 1998 as per letter from Mr. Hartman dated July 22, 1998. (BLE/SSW Exhibit No. 3)

The agreement was ratified by the membership as per letter dated October 16, 1998 (BLE/SSW Exhibit No. 4) and by letter dated October 27, 1998, the Carrier served the thirty (30) day notice to implement the agreement on January 16, 1999. (BLE/SSW Exhibit No. 5)

The Carrier mailed copies of the agreement to the affected BLE General Chairmen and Vice Presidents on October 19, 1998 for signature. For some reason, some of the General Chairmen and Vice Presidents did not sign the agreement or did not return the signed agreement to the Carrier. Manager of Labor Relations Randy Weiss sent another letter dated November 24, 1998 (BLE/SSW Exhibit No. 6) to the affected General Chairmen and the BLE Vice Presidents requesting they sign the documents and forward to him as soon as possible. After

numerous telephone calls from Mr. Weiss, the agreement was signed and completed on "February 8, 1999", not July 16, 1998 as shown on page 15 of the agreement, Exhibit 1.

The Board's attention is directed to the bottom of each page of the agreement which will reveal the date (2/8/99) the agreement was finally revised with the signature page.

By letter dated January 7, 1999, over the signature of Mr. John Raaz, Assistant Vice President Labor Relations (BLE/SSW Exhibit No. 7), the Carrier canceled the proposed January 16, 1999 implementation date and stated the Carrier will serve a revised implementation notice at the subsequent date.

Mr. Raaz sent letter dated March 29, 1999 which provided the thirty (30) day notice of the Carrier's intent to implement the UP/BLE Expanded Salina Hub Merger Agreement on May 1, 1999 (BLE/SSW Exhibit No. 8). The Hub Agreement was implemented on May 1, 1999 and the provisions of the Hub agreement became effective on that date.

Union Pacific General Chairman Mike Young will argue the Expanded Salina Hub Agreement was signed and became effective on July 16, 1998. As previously stated, the agreement was actually finalized on February 8, 1999. The date the agreement was signed has no significant or demonstrable bearing in arriving at an answer to the questions posed and we fail to understand the position taken by Mr. Young given the precise provisions of the Hub Agreement.

Mr. Young's position(s) cannot be supported by any documented facts or the position of the Carrier Officers as to when the Hub Agreement would become effective.

Given the position taken by Mr. Young, this office wrote a letter to the Carrier Officers who were involved in the various meetings with the BLE and the same letter was sent to the BLE International Officers and BLE Legal Counsel Harold Ross. In the letters, we requested their understanding of the effective date of the Hub Agreements negotiated under the Union Pacific/Southern Pacific merger proceedings.

BLE President Edward Dubroski responded by letter dated September 20, 1999 (BLE/SSW Exhibit No. 9). In his response the President stated:

"Brother Thompson, after reading your letter, I discussed this matter with Brother Simmerman and went back and reviewed the various Hub Agreements currently in effect and/or negotiated. It became clear to me that the effective date of the actual Hub Agreements are the dates those agreements were ratified and signed; however, the actual agreement did not go into effect until the specific provisions under the implementation article of each agreement. In other words, through negotiations, a tentative agreement is reached and initialed. That initialed agreement is then sent out for ratification to the affected members. After conclusion of the ratification process, the carrier is notified whether or not the proposed agreement was ratified and then, if ratified, makes the necessary arrangements to get the agreement signed by the appropriate officers of the BLE. The date the agreement is signed would be the effective date of the agreement; however, since these merger agreements have an implementation article, which state that the terms and conditions of the agreement will not take effect until a later time (normally requiring a 30-day notice), that date becomes the implementation date. The only significance of the effective date of the agreement, in my opinion, would be that the terms and the conditions of the agreement would bind the parties, once the implementation notice is served by the carriers, on the terms and conditions of work for the employees (members) working under

the parameters of the implementing agreements itself." (emphasis added)

BLE Attorney Harold Ross responded by letter dated September 15, 1999 (BLE/SSW Exhibit No. 10). In his response, Mr. Ross stated:

"Your assessment that there is some confusion in the use of terms of effective date and implementation date is accurate. This confusion also was generated by several factors, such as the STB's conditions for a time period within which certain tracks and operations had to be made available to BNSF and the negotiation of "interim" implementing agreements and other arrangements with the Organization.

Generally, I believe it can be said that an agreement is effective, i.e., a living, valid writing that binds the parties, when it is executed. Having said that, it may provide that its conditions (the obligations and concomitant responsibilities) may not be triggered until some event, or date or action arises or takes place. When that factual situation or date occurs, the terms of the agreement, which are triggered by the event, must be followed and applied by the signatories and the beneficiaries of their action. In large measure, one must turn to each agreement to see if there is any specific language that causes some thing or item to take place before the date of implementation or to be delayed, as you state in your letter to me. Based upon my recollections of the discussions and my review of conference notes and some of the implementing agreements and their provisions, it would be my understanding that the implementing date referred to in the Hub agreements generally governs the application of the provisions unless otherwise provided for in the implementing agreement and side letter or letters of understanding, including questions-and-answers thereto." (emphasis added)

The dispute with Mr. Young stems from the Carrier posting advertisements at Pratt, Kansas and Herington, Kansas for promotion to engineer after the Hub Agreement was initialed and prior to the actual date of implementation. There is no dispute in the fact the Carrier was critically short of engineers and continued to hold promotion classes under the provision of each Committees agreement over the entire system during all Hub negotiations.

The Carrier issued Bulletin No. 20726 on November 16, 1998 for Promotion Class SE9928 for Pratt, Kansas and issued second Bulletin No. 38810 on November 29, 1998 for Promotion Class SE9929 for Herington, Kansas. List of the two (2) classes is enclosed as (BLE/SSW Exhibit No. 11). The lists are not in the correct seniority order. See Exhibit 13 for correct seniority ranking.

At the time of the advertisements, the SSW trainmen were working under the provisions of the UTU/SSW Agreement. When the trainmen became successful bidders on the two classes, they came under the BLE/SSW General Committee Training Agreement as this Committee held the contract for firemen and engineer trainees. The trainees held seniority in the Salina Hub and had contractual expectation of being canvassed same as all other engineers and trainees.

Enclosed as (BLE/SSW Exhibit No. 12) is copy of BLE/SSW Agreement effective May 1, 1994 relating to the selection of train and/or yard service employees for engine service. Section 3(e) provides:

(e) Future trainmen/yardmen who successfully complete the training program will establish seniority as an engineer on the date specified in the advertisement on a promotion class by promotion class basis, shall be placed at the bottom of the engineer's roster in the same relative order as they stand on the Trainmen's System Seniority Roster and shall receive the designated home district and prior rights home terminal specified in the advertisement.

Given the merger, the Expanded Salina Hub Agreement and the other related Hub Agreements, this Committee did not understand why the Carrier issued the advertisement for the promotion class at Pratt, Kansas given the decision that Pratt was to be eliminated as a home terminal. This Committee made an effort to get both classes postponed. The officers who are responsible for assuring sufficient

engineers refused the request given the fact the two (2) classes had been scheduled for several months. Given the shortage of engineers at Pratt and Herington, plus the simulator schedule, the officers did not want to give up the scheduled class and these officers refused to postpone the classes.

Given the provisions of the SSW Agreements, Article I,B.3., page 4, Side Letter No. 16, and page 42 of the Expanded Salina Hub Agreement (Exhibit 1), it was Labor Relations' position the Pratt trainees had the contractual right to be assigned to Herington which is in Zone 2, and in the event an insufficient number of Pratt engineers volunteered, the Carrier had the right to force engineers from Pratt to Herington and Zone 2 of the Salina Hub. The agreement gave the trainees the contractual right to select Zone 2 in the Salina Hub with possible force assignment to Zone 2.

Under each Hub Agreement, all promoted engineers and all engineers in training were to be canvassed for selection of the Hub of choice in seniority order based upon the number of engineers to be assigned to each Hub. Side Letter No. 18, page 46, Exhibit 1 provides the parties understanding regarding engineers in training. The same conditions would have to be applied to any SSW engineer in training prior to implementation of the Hub Agreement.

The Labor Relations Officers had knowledge regarding BLE Representatives regarding engineer trainees and fully understood the Pratt and Herington trainees had to be canvassed and given the option of selecting a Hub. Absent the option, these engineer trainees would become engineers with no place to work. Enclosed as (BLE/SSW Exhibit No. 13) is copy of letter dated July 12, 1999 addressed to

Director of Labor Relations R. D. Rock which was sent after canvassing the trainees in the two (2) classes. Five (5) of the trainees opted to stay at Pratt to be assigned in the Southwest Hub when canvassed and were assigned with an engineers date of 11-16-98 as per the SSW Agreement. Eighteen (18) of the trainees selected the Salina Hub and should have been placed in the Hub with an engineer date of 11-29-98. One (1) of the eighteen (18), G. N. Wallace also the Southwest Hub when canvassed as per the SSW Agreement and letter of understanding with Labor Relations Officer R. D. Rock.

There is no dispute with the Carrier as to anything stated above and the Carrier Officers are in complete agreement as to the date these former SSW engineer trainees would be entitled to as an engineer at Pratt and Herington and the date they should have in the Salina Hub. Given the position taken by Mr. Young, plus the letters of pre-merger understanding regarding seniority, the Carrier has refused to correct the Salina Hub Rosters, thus the dispute before this Board.

In the other Hub Agreements, there were similar issues regarding engineer trainees and their date as an engineer as per the provision of the agreement they were working under prior to and during the negotiations and there were some differences of opinions as to the correct date for placement in the newly formed Hub rosters for engineers.

It is an undisputed fact, in the territory of the Longview and Dallas/Fort Worth Hubs, there were UP trainees working under the UTU-E Agreement and those trainees obtained date as an engineer on the date of the advertisement, same as the attached BLE/SSW Agreement. The UP Committee in these two (2) Hubs

had a large number of trainees that had not started the training, and others who were at various points in the training prior to implementation of the Hub Agreement. In those Hub Agreements, this Committee did not object to the trainees date as an engineer and right of placement on the Hub Rosters in seniority order given the provision of the Training Agreement they were working under and the understanding of BLE Labor Representatives in regards to the engineer's date of promotion.

In the Southwest Hub Agreement, which was negotiated several months after the Expanded Salina Hub Agreement, the BLE/SSW Committee had agreed to allow twenty-one (21) Southern Pacific engineers to relocate from Tucumcari to Dalhart, Texas (BLE/SSW Exhibit No. 14).

The SP/UTU-E Committee held the Training Agreement, which gave the engineer trainees a date as an engineer on the date they were assigned as Locomotive Servicing Engineers (hostlers). These trainees were not mentioned in the BLE Southwest Hub negotiations or in the Hub Agreement. None of these trainees had any training whatsoever for promotion to engineer, but they did have a date as an engineer by agreement prior to the date the Southwest Hub was implemented. X2

When canvassed, eight (8) of these Hostlers who were shown as firemen had a seniority date of 10-02-98 as an engineer and they selected the Southwest Hub and wanted to relocate to Dalhart, Texas. Labor Relations contacted this office requesting these eight (8) hostlers (engineers) be allowed to relocate to Dalhart which would increase the agreed to number of twenty-one (21) to twenty-

nine (29). Enclosed for the Board's reference is copy of the agreement dated August 17, 1999 (BLE/SSW Exhibit No. 15).

This Committee signed the agreement given the standard set forth prior to the merger and with the consistent application of using the engineers date established in the agreements of the respective General Committees when consolidating rosters for engineers in the merged Hubs. These additional eight (8) trainees were placed on the Zone Roster and Common Roster for the Southwest Hub with an engineer date of 10-02-98 ahead of the Dalhart engineers with date of 01-03-99 (BLE/SSW Exhibit 13).

In the Roseville Hub, there was a difference of opinion as to what date should be used in merging the former SP and UP engineers' seniority. The UP/BLE Committee insisted the engineers' date should be used, as agreed, whereas the SP/BLE Committee wanted to use firemen date which was the entry date into engine service.

Being unable to resolve the issue between the Committees, the Carrier agreed to allow the Committees to submit the issue to final and binding determination by Neutral Dana Eischen. Mr. Eischen issued his decision on January 14, 1998, which is enclosed as (BLE/SSW Exhibit No. 16).

In the decision Mr. Eischen ruled that the engineer's date would be used to determine seniority ranking as engineers with the following opinion in part:

"The benchmarks which prompt my decision are fairness, equity, and adherence to the standards set forth in the March 8, 1996 letter from UP Vice-President Marchant to BLE President McLaughlin. In my considered judgment, those goals are achieved in the Roseville Hub seniority roster integration by consistency with the seniority integration

process mutually agreed to by the respective GCAs and used to consolidate seniority rosters at the merged Carrier's "hub" operations at various other locations, e.g., Denver, Colorado, Houston and Longview, Texas, Salina, Kansas and Salt Lake City, Utah. (emphasis added)

In each of those cited instances, the BLE parties to this dispute successfully negotiated Implementing Agreements with UP which, inter alia, consolidated once separate engineer's seniority rosters into single rosters covering "hub" operations at the individual points, subject to appropriate unique terms and conditions involving prior rights and dovetailing. It is noted that in reaching these Implementing Agreements with each other and the UP, the affected UP/WL and UP/WR BLE Committees mutually agreed to the method of determining engineer seniority ranking based upon the Engineer's seniority date, as proposed in this matter by the UP/WR Committee. Thus, at each of these other hub locations, BLE devised internally a seniority integration solution consistent with fairness, equity, history, practice and the factors enumerated in the March 8, 1996 letter, supra. None of the Implementing Agreements reached by the respective GCAs and the merged Carrier at these other locations provided for the use of the firemen's seniority date to rank engineers on consolidated engineer's seniority rosters, as proposed in this matter by the SP/WL Committee. The record before me does not persuasively demonstrate that the Roseville Hub seniority roster consolidation situation is sufficiently different to warrant departure from the method found mutually agreeable by the respective BLE GCAs and accepted by the merged Carrier at the other referenced hubs."

The history in merging the various UP, MP, SSW, SP and DRGW engineers into a Hub seniority roster using the engineer's date shows the fairness and consistent application in the Hub Agreement that was negotiated prior and subsequent to the Expanded Salina Hub Agreement.

The engineers represented by the BLE/SSW General Committees would request a similar ruling based upon the actual provisions of the Expanded Salina Hub Agreement.

The Board's attention is directed to the provision of the Expanded Salina Hub Agreement, attached as Exhibit 1.

From page 12 of the agreement, the Board will find the following:

ARTICLE VI - IMPLEMENTATION

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

The Board will find numerous references as to the implementation of the agreement. Side Letter No. 2, page 18, Side Letter No. 10, page 31, Side Letter No. 11, page 32, Q1 and A1, Article IV, page 54 and Q and A1 and 2, Side Letter No. 2, page 59, and Side Letter No. 20, page 50.

From page 8 of the agreement (Exhibit 1), the Board will find the following:

ARTICLE II - SENIORITY CONSOLIDATIONS

- A. *To achieve the work efficiencies and allocation of forces that are necessary to make the Salina Hub operate as a unified system, a new seniority district will be formed and a master Engineer Seniority Roster - UP/BLE Salina Merged Roster #1 will be created for engineers holding seniority in the territory comprehended by this Agreement on the effective date thereof. Prior rights Zone 1 is already intact and will remain unchanged by this Agreement. A new prior rights Zone 2 will be created under this Agreement. Such two prior rights zone rosters shall constitute the new UP/BLE Salina Merged Roster #1.*
- B. *Prior rights seniority rosters will be formed covering Zone 2 as outlined above. Placement on this roster and awarding of prior rights to such zone shall be based on the following:*
1. *Zone 2 - This roster will consist of former UP engineers with rights on MPUL Wichita (Roster No. 058111) and former SSW engineers with rights on SSW Pratt (Roster No. 304101) and SSW Herington (Roster No. 303101).*
- C. *Entitlement to assignment on the prior rights zone roster described above shall be by canvass of the employees from the above affected former rosters contributing equity to such zone.*
- D. *Engineers on the above-described prior rights Zone 2 roster and the existing Zone 1 roster shall be dovetailed with zone prior rights into one (1) common seniority roster.*

- E. All zone and common seniority shall be based upon each employee's date of promotion as a locomotive engineer (except those who have transferred into the territory covered by the hub and thereby established a new date).*
- F. Any engineer working in the territories described in Article I. on the date of implementation of this Agreement, but currently reduced from the engineers working list, shall also be given a place on the roster and prior rights.*
- I. The total number of engineers on the Zone 2 prior rights roster will be mutually agreed upon by the parties, and then merged with the existing Zone 1 prior rights roster to form the master UP/BLE Salina Merged Roster.*

Article II-A

As per the provisions of the BLE/SSW Agreement, the class of 11-16-98 and 11-29-98 were working under the provisions of the BLE/SSW Agreement in the territory of the Expanded Salina Hub Agreement on the effective date thereof which is May 1, 1999.

Article II-B

These trainees were listed on the former SSW Pratt Roster No. 304101 and the former SSW Herington Roster No. 303101 in compliance with the SSW Agreement and the SSW System Seniority Agreement.

It is an undisputed fact that all engineers and all engineer trainees working at Pratt or Herington prior to May 1, 1999 performed service and was compensated as per the BLE/SSW Agreements. On and after May 1, 1999, the former SSW engineers who selected Zone 2 in the Salina Hub performed service and were compensated as per the UP Agreements.

Under the provisions of the Expanded Salina Hub Agreement, the Zone 1 prior rights engineers did not obtain seniority in Zone 2, and the Zone 2 prior rights engineers did not obtain seniority in Zone 1 until date the agreement was implemented on May 1, 1999.

Article II-C

The 11-16-98 and 11-29-98 SSW engineers had the contractual right to be assigned to the Zone 2 prior rights roster when they were canvassed as per the list provided to Mr. Rock (BLE/SSW Exhibit No. 13).

Article II-E

Zone prior rights and common Hub seniority is to be based upon each employee's date of promotion as a locomotive engineers and it is undisputed between this Committee and Union Pacific Labor Relations Officers that the class of 11-16-98 and 11-29-98 is these employees date of promotion to engineer in compliance with the BLE/SSW Agreement. A cursory review of either seniority roster will reveal that each prior class has a seniority date as an engineer, which is the date of the advertisement.

Article II-F

It is undisputed that each of the trainees from the 11-16-98 and 11-29-98 class who selected Zone 2 in the Expanded Salina Hub was working in the territories described in Article 1, (Salina Hub) on the date of implementation of this agreement. This article by itself gives these engineers a place on the roster and Zone 2 prior rights.

Article I-II

There is no dispute in regards to the 11-16-98 and 11-29-98 engineers being within the number of engineers needed in Zone 2.

Side Letter No. 18 refers to Article II-F. and reads:

As discussed, there are currently a group of engineers in training for Dalhart/Pratt. Under the SSW Agreement and seniority provisions, some of these trainees bid the training vacancies from Herington with the hope they could hold seniority in the Salina Hub after implementation of the merger. It was agreed that these trainees would stand to be canvassed for establishment of seniority in the Salina Hub if the roster sizing numbers are such that there are roster slots for them. If not, there is no requirement that they be added to the Salina Hub roster.

This Side Letter explains the position of all General Committees and the Carrier in regards to engineers in training being canvassed for establishment of seniority in the Salina Hub provided there are a sufficient number of roster slots for them. As previously stated, the agreed to conditions would apply to all engineer trainees that were in training prior to implementation, not just one select group.

In this difference of opinion, Mr. Young and the Carrier agree that there is sufficient slots in Zone 2 and the Salina Hub. Mr. Young is of the opinion these engineers should have a date as an engineer something other than the date they are contractually entitled to although we are not certain what that date should be.

Enclosed as (BLE/SSW Exhibit No. 17) is copy of Seniority Roster 373101, which is the Salina Hub Zone 2 Roster.

Union Pacific's Director Manpower Planning, W. B. Hutfles is the Officer responsible for building the roster in compliance with the agreement. Given the Carrier's notice of October 27, 1998 to implement Zone 2 of the Salina Hub on

January 16, 1999, Mr. Hutfles built the roster expecting the Zone to be implemented on that date.

Line 90 through 184 lists the Zone 1 Hub engineers in seniority order with a date of 01-16-98. Given the Carrier's decision to postpone the implementation date to May 1, 1999, the correct date for No. 90 through 184 should be 05-01-99.

The Boards attention is directed to line 86 through 89 which lists four (4) of the former SSW Engineers that were part of the 11-16-98 class.

In listing these four (4) former SSW engineers, Mr. Hutfles demonstrates his understanding of the SSW seniority agreement and the provisions of the Hub Agreement. The four (4) listed are not in seniority order and there were other engineers in the November 16, 1998 classes that are senior to the four (4) listed and they are shown with the date of January 22, 1999 which defies any explanation.

Mr. Hutfles did not list the remaining November 16, 1998 SSW trainees given UP's policy of not adding engineers to the roster until such time as they complete the training program and become certified. When the remaining trainees became certified, Mr. Hutfles added them to the Zone and Common Roster with the date of January 22, 1999.

Line 185 through 196 lists the remaining 11-16-98 and 11-29-98 SSW engineers with a date of 01-22-99 which is not correct. In a telephone conference with Mr. Hutfles, he could not explain how he arrived at the 01-22-99 date given the absence of any agreement support. Given the dispute with UP General

Chairman Young, Mr. Hutfles refused to change the roster to show the correct date and the correct order for the former SSW engineers.

In the conference with Labor Relations Officer R. D. Rock, it was agreed that the former SSW engineers in the 11-16-98 and 11-29-98 class would be canvassed and added to Zone 2, Salina Hub in their relative seniority standing as a trainman with an engineer's date of 11-29-98. Agreeing to the November 29 date allowed the trainees to be assigned as engineers in the same relative order as trainmen.

The letter of July 12, 1999 to Mr. Rock provided the list of engineers who selected Zone 2 in the Salina Hub and they were listed in seniority order 1 through 18.

When canvassed, five (5) of the trainees did not select the Salina Hub. On June 15, 1999, the parties signed the Southwest Hub Agreement, and as per the agreement, all former SSW engineers were canvassed for selection in the new Hub. From the July 12, 1999 list, No. 8, G. N. Wallace selected the Southwest Hub, was assigned to the Southwest Hub and forfeited his seniority in the Salina Hub.

The seventeen (17) former SSW engineers should be assigned in seniority order to the Salina Zone 2 roster with a seniority date of 11-29-98 immediately behind S. A. Shlahan and ahead of J. M. Dickerson and should be assigned to the Salina Common Roster with their date as an engineer in compliance with the SSW Agreement and the Expanded Salina Hub Agreement.

Enclosed as (BLE/SSW Exhibit 18) is copy of letter dated December 7, 1999 over the signature of Mr. Hutfles addressed to Labor Relations Officer Gary Taggart

and this office. In the letter, Mr. Hutfles once again demonstrates his understanding of the SSW Agreement and the provisions of the Salina Hub Agreement. As noted, the engineers are given the correct dates 11-16-98 and 11-29-98 although they do not appear on the Salina Zone 2 Roster in the correct order or with the correct dates. Mr. Hutfles shows bulletin date as 01-22-99 for some of the engineers, which is not correct. For some unexplained reason, the Carrier re-bulletined the Herington class of 11-29-98 on 01-22-99 which did not change the trainees assigned to the 11-29-98 class or their date.

There are numerous pages of exhibits attached to the BLE/SSW General Committee submission, which provides history, agreements, and letters of understanding. It is the position of this Committee there should be no dispute given the provisions of the Salina Hub Agreement. Article II-F clearly states, any engineer working in the territory described in Article I, on the date of implementation of this agreement, shall be given a place on the roster and prior rights. This section included all engineers, even those that were not working as an engineer on the date of implementation.

If these seventeen (17) engineers were to be denied their date as an engineer and not allowed their contractual positions in the Zone 2 prior rights roster and the Salina Common seniority roster for the Salina Hub, they would be the only engineers in the entire system that did not receive a position based upon their date of promotion as a locomotive engineer.

It is the position of the BLE/SSW General Committee that we have provided documented, contractual support and request the following answers to the three (3) questions:

Answer to Question No. 1...May 1, 1999

Answer to Question No. 2...yes.

Answer to Question No. 3...May 1, 1999.

It is also the position of the BLE/SSW General Committee that Questions No. 4 and No. 5 should have never been progressed to this Board given the provisions of Article 1.B.2. and Article 1.B.3. and the provisions of Side Letter No. 15. (BLE/SSW Exhibit 1)

Article 1.B.2. provides:

The existing former SSW Herington to Kansas City pool operation will be preserved under this Agreement with Herington as the home terminal. Kansas City will serve as the away-from-home terminal. Engineers operating between Herington and Kansas City may utilize any combination of UP or SSW trackage between such points. This pool shall be slotted, and Attachment "B" lists the slotting order for the pool. Former SSW engineers shall have prior rights to said pool turns. The Carrier and the Organization shall mutually agree on the number of turns subject to this agreement. If turns in excess of that number are established or any of such turns be unfilled by a prior rights engineer, they shall be filled from the zone roster, and thereafter from the common roster. (emphasis added)

Article 1.B.2. provides:

The existing former SSW Pratt to Herington pool operation will be preserved under this Agreement, except the home terminal will be changed to Herington. Pratt will serve as the away-from-home terminal. Sufficient number of engineers will be relocated to Herington to effect this change. This pool shall be slotted, and Attachment "B" lists the slotting order for the pool. Former SSW engineers shall have prior rights to said pool turns. The Carrier and the Organization shall mutually agree on the number of turns subject to this arrangement. If

turns in excess of that number are established or any of such turns be unfilled by a prior rights engineer they shall be filled from the zone roster, and thereafter from the common roster. (emphasis added)

Side Letter No. 15 required the parties for the territories to convene a meeting for the purpose of developing equity data for roster formulation and the slotting of freight pools associated with the Salina Hub. The decisions were to be made based upon the data provided by the Carrier and in the event the affected Local Chairmen was unable to agree, the Carrier was to make the final decision.

Side Letter No. 15 provides:

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

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

During the negotiations, the Carrier had provided Attachment "B" which showed a hypothetical number of pool turns, twelve (12) Herington to Kansas City and Herington to Pratt.

As per the agreement, the Carrier held the equity meeting and provided the data for the test period August 1, 1995 through July 31, 1996. The affected Local Chairmen agreed that the number of SSW prior right pool turns to Kansas City would be thirty-eight (38) and the number to Pratt was eighteen (18).

The merger was approved August 4, 1996 and the STB decision was issued August 12, 1996. The parties had agreed to the dates as shown which would provide one year of pre-merger data and an accurate record of traffic handled by each railroad during the year test period. Shortly after the merger was approved, there were a number of decisions which resulted in the traffic being routed much different than pre-merger.

Manager of Labor Relations Randy Weiss, who provided the data, wrote a letter to the affected General Chairmen dated November 19, 1998 (BLE/SSW Exhibit 19) with copy of the hypothetical numbers, plus corrected Attachment "B" which provided the actual numbers which was to be established as per the agreement and the data provided. In the letter, Mr. Weiss further stated, "the Carrier's records indicate the number of turns currently operating Herington to Kansas City and Herington to Pratt approximate the number shown on the revised attachment."

This office responded by letter dated November 30, 1998 (BLE/SSW Exhibit 20) and in the letter we advised that we did not agree the eighteen (18) positions, Herington/Pratt was accurate and further stated this Committee agreed to accept the numbers in Attachment "B" given the facts the affected Local Chairmen and BLE/SSW Vice General Chairman M. O. Coats had agreed to the number at the equity meeting with the Carrier and the BLE/UP representatives.

The Expanded Salina Hub Agreement was initialed on July 16, 1998 and sent to the membership for ratification. The agreement was signed February 8, 1999 and a signed copy was sent to this office. When we received the signed

copy "Attachment B" had not been changed from the hypothetical numbers to the actual numbers. By letter dated May 3, 1999 (BLE/SSW Exhibit 21) this office sent a letter to General Director of Labor Relations Mike Hartman requesting a corrected copy of Attachment "B" with copy to the involved General Chairmen and BLE Vice Presidents. We provided copies of the two (2) Attachment "B".

On May 10, 1999, Mr. Weiss sent the May 3, 1999 letter with Attachment "B" to the involved General Chairmen and BLE Vice Presidents stating the letter to be self-explanatory requesting they notify Mr. Weiss in writing if they were in agreement. Copy of Mr. Weiss' letter enclosed as (BLE/SSW Exhibit No 22).

It is the position of this Committee, the letter should not have been sent given the fact the actual numbers had already been agreed to and given the fact the other affected General Chairmen took no exception to the number provided by Mr. Weiss in his letter dated November 19, 1998.

Mr. Hartman, should have responded to our letter given the data and knowledge he had at that point with the corrected Attachment "B" to all concerned as requested which may have prevented the need to list this issue to the Board.

UP General Chairman Mike Young would not agree with the letter sent May 20, 1999 by Mr. Weiss. This issue was conferenced in Omaha on October 18, 1999 without resolution, thus the listing to the Board for adjudication.

Given the position taken by UP/BLE General Chairman Young, the BLE/SSW General Committee would be justified in taking a position the agreed to number is not before this Board requesting the Board to answer Question 4 and 5 as provided

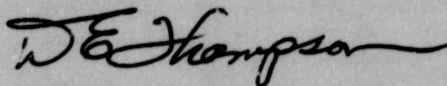
for in the Expanded Salina Hub Agreement and the data provided by the Carrier for the agreed to test period August 1, 1995 through July 31, 1996.

The affected engineers represented by the BLE/SSW General Committee would respectfully request the following answers to Question No. 4 and No. 5 in keeping with the provisions of the agreement, the undisputed data, and the commitment made by representatives of the BLE/SSW General Committee.

Answer to Question No. 4....thirty eight (38) SSW prior right turns.

Answer to Question No. 5....eighteen (18) SSW prior right turns.

Respectfully submitted,



D. E. Thompson
BLE/UP/SSW General Chairman

4. The terminal limits of Sharon Springs and Salina are as follows:

| | | | |
|-----------------|------------|---|------|
| Sharon Springs: | M.P. 432.0 | - | West |
| | M.P. 426.0 | - | East |

UP terminal limits at Sharon Springs are established by this Implementing Agreement.

| | | | |
|---------|-------------|---|------|
| Salina: | M.P. 187.26 | - | West |
| | M.P. 184.26 | - | East |

5. Engineers of the Denver Hub were granted rights in the Agreement for that hub to receive their through freight trains up to twenty-five (25) miles on the far side of Sharon Springs and run back through Sharon Springs to their destination without claim or complaint from any other engineer.
6. Engineers protecting through freight service in the pools described above shall be provided lodging at the away-from-home terminals pursuant to existing agreements and the Carrier shall provide transportation to engineers between the on/off duty location and the designated lodging facility. All road engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate the on/off duty points for all engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

B. Zone 2 - Seniority District

1. Territory Covered: Wichita to Salina via Lost Springs/Herington
- Wichita to El Dorado
- Wichita to Winfield/Arkansas City
- Whitewater to McPherson
- Herington to Hope (End-of-Track)
- Pratt to Kansas City via Herington (not including Pratt, Topeka or Kansas City)

The above includes all UP and SSW main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phrase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight engineers from

BLE EXHIBIT

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operating into/out of such terminals/points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. The existing former SSW Herington to Kansas City pool operation will be preserved under this Agreement with Herington as the home terminal. Kansas City will serve as the away-from-home terminal. Engineers operating between Herington and Kansas City may utilize any combination of UP or SSW trackage between such points. This pool shall be slotted, and Attachment "B" lists the slotting order for the pool. Former SSW engineers shall have prior rights to said pool turns. The Carrier and the Organization shall mutually agree on the number of turns subject to this arrangement. If turns in excess of that number are established or any of such turns be unfilled by a prior rights engineer, they shall be filled from the zone roster, and thereafter from the common roster.
 - a. In the event Carrier elects not to use a pool engineer on a straightaway move, Hours of Service relief of trains operating Herington to Kansas City which have reached Topeka or beyond (beyond S.J. Jct.) shall be protected by the Kansas City Hub Zone 2 Extra Board. If none rested or available, such relief shall then be provided by a rested away-from-home terminal engineer at Kansas City and such engineer will thereafter either be deadheaded home or placed first out for service or deadhead on his rest.
 - b. In the event Carrier elects not to use a pool engineer on a straightaway move, Hours of Service relief of trains operating Kansas City to Herington shall be protected by the extra board at Herington if the train has reached Topeka or beyond. If it has not reached Topeka, a rested away-from-home terminal engineer at Kansas City will be used on a straightaway move. If none rested or available, the extra board at Herington may be used beyond Topeka.
3. The existing former SSW Pratt to Herington pool operation will be preserved under this Agreement, except the home terminal will be changed to Herington. Pratt will serve as the away-from-home terminal. Sufficient number of engineers will be relocated to Herington to effect this change. This pool shall be slotted, and Attachment "B" lists the slotting order for the pool. Former SSW engineers shall have prior rights to said pool turns. The Carrier and Organization shall mutually agree on the number of turns subject to this arrangement. If turns in excess of that number are established or any of such turns be unfilled by a prior rights engineer they shall be filled from the zone roster, and thereafter from the common roster.
 - a. In the event Carrier elects not to use a pool engineer on a straightaway move, Hours of Service relief of trains operating Herington to Pratt shall be protected by the extra board at Pratt if the train has reached Inman or beyond; if exhausted, a rested away-

- E. When local, work, wreck, Hours of service relief or other road runs are called or assigned which operate exclusively within the territorial limits of one (1) of the zones established in this Agreement, such service shall be protected by engineers in such zone. If such run or assignment extends across territory encompassing both zones contemplated by this Agreement, the home terminal shall govern as indicated above.

ARTICLE II - SENIORITY CONSOLIDATIONS

- A. To achieve the work efficiencies and allocation of forces that are necessary to make the Salina Hub operate efficiently as a unified system, a new seniority district will be formed and a master Engineer Seniority Roster - UP/BLE Salina Merged Roster #1 will be created for engineers holding seniority in the territory comprehended by this Agreement on the effective date thereof. Prior rights Zone 1 is already intact and will remain unchanged by this Agreement. A new prior rights Zone 2 will be created under this Agreement. Such two prior rights zone rosters shall constitute the new UP/BLE Salina Merged Roster #1.
- B. Prior rights seniority rosters will be formed covering Zone 2 as outlined above. Placement on this roster and awarding of prior rights to such zone shall be based on the following:
1. Zone 2 - This roster will consist of former UP engineers with rights on MPUL Wichita (Roster No. 058111) and former SSW engineers with rights on SSW Pratt (Roster No. 304101) and SSW Herington (Roster No. 303101).
- C. Entitlement to assignment on the prior rights zone roster described above shall be by canvass of the employees from the above affected former rosters contributing equity to such zone.
- D. Engineers on the above-described prior rights Zone 2 roster and the existing Zone 1 roster shall be dovetailed with zone prior rights into one (1) common seniority roster.
- E. All zone and common seniority shall be based upon each employee's date of promotion as a locomotive engineer (except those who have transferred into the territory covered by the hub and thereby established a new date). If this process results in engineers having identical common seniority dates, seniority will be determined by the age of the employees with the older employee placed first. If there are more than two (2) employees with the same seniority date, and the ranking of the pre-merged rosters would make it impossible for age to be a determining factor, a random process, jointly agreed upon by the Director of Labor Relations and the appropriate General Chairman(men), will be utilized to effect a resolution. It is understood this

process for ranking employees with identical dates may not result in any employee running around another employee on his former roster.

- F. Any engineer working in the territories described in Article I. on the date of implementation of this Agreement, but currently reduced from the engineers working list, shall also be given a place on the roster and prior rights. Engineers currently forced to this territory will be given a place on the roster and prior rights if so desired; otherwise, they will be released when their services are no longer required and will not establish a place on the new roster. Engineers borrowed out from locations within the hub and engineers in training on the effective date of this Agreement shall also participate in formulation of the roster described above.
- G. UP engineers currently on an inactive roster pursuant to previous merger agreements shall participate in the roster formulation process described above based upon their date of seniority as a locomotive engineer.
- H. With the creation of the new seniority described herein, all previous seniority outside the Salina Hub held by engineers inside the new hub shall be eliminated and all seniority inside the new hub held by engineers outside the hub shall be eliminated. All pre-existing prior rights, top and bottom, or any other such seniority arrangements in existence, if any, are of no further force or effect and the provisions of this Agreement shall prevail in lieu thereof. Upon completion of consolidation of the rosters and implementation of this hub, it is understood that no engineer may be forced to any territory or assignment outside the Salina Hub.
- I. The total number of engineers on the Zone 2 prior rights roster will be mutually agreed upon by the parties, and then merged with the existing Zone 1 prior rights roster to form the master UP/BLE Salina Merged Roster.

ARTICLE III - EXTRA BOARDS

- A. The following extra boards shall be established to protect vacancies and other extra board work into or out of the Salina Hub or in the vicinity thereof. It is understood whether or not such boards are guaranteed boards is determined by the designated collective bargaining agreement. Further, nothing in this Agreement may be construed to require the continued maintenance of an extra board when there is insufficient work to justify its existence.
 - 1. Wichita - One (1) Extra Board (combination road/yard) to protect all service at or in the vicinity of Wichita. This board will also protect the service between Wichita and Hutchinson via Herington.
 - 2. Hutchinson - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Hutchinson.

3. Herington - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Herington including Hours of Service relief in any direction, subject to the specific provisions in Article I. This board will supplement the extra board at Hutchinson and, if none in existence, will protect Hutchinson extra service.
 4. Salina - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Salina, including Hours of Service relief in all directions, subject to the specific provisions in Article I.
 5. Oakley - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Oakley, including Sharon Springs. This board will also protect freight vacancies working Sharon Springs to Denver and Sharon Springs to Salina. (See Side Letter No. 17)
- B. If additional extra boards are established or abolished after the date of implementation of this Agreement, it shall be done pursuant to the terms of the designated collective bargaining agreement. When established, the Carrier shall designate the geographic area the extra board will cover.

ARTICLE IV - APPLICABLE AGREEMENT

- A. All engineers and assignments in the territories comprehended by this Implementing Agreement will work under the Collective Bargaining Agreement currently in effect between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, Union Pacific Eastern District, including all applicable national agreements, the "local/national" agreement of May 31, 1996, and all other side letters and addenda which have been entered into between date of last reprint and the date of this Implementing Agreement. Where conflicts arise, the specific provisions of this Agreement shall prevail. None of the provisions of these agreements are retroactive.
- B. The terms and conditions of the pool operations set forth in this Agreement shall be the same for all pool freight runs whether run as combined pools or separate pools. The terms and conditions are those of the designated collective bargaining agreement except as modified by subsequent national agreements, awards and implementing documents and those contained in this implementing agreement. For ready reference, sections of existing rules are attached in Attachment "D".
- C. Engineers will be treated for vacation, entry rates and payment of arbitraries as though all their time on their original railroad had been performed on the merged railroad. Engineers assigned to the Hub on the effective date of this Agreement (including those engaged in engineer training on such date) shall have entry rate provisions waived. Engineers hired/promoted after the effective date of the Agreement shall be subject to National Agreement rate progression provisions.

BLE EXHIBIT 1

Page _____ **of** _____ **Rev. 2/8/99**

ARTICLE VI - IMPLEMENTATION

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

BLE EXHIBIT 1

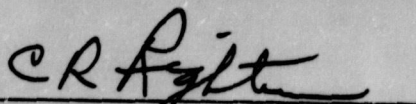
Health and Welfare coverage or coming under the health and welfare coverage provided by the designated CBA. Any engineer who fails to exercise said option shall be considered as having elected to retain existing coverage. Engineers hired after the date of implementation will be covered under the plan provided for in the surviving CBA. Copy of the form to be used to exercise the option described above is attached as Attachment "F" to this Agreement.

ARTICLE X - EFFECTIVE DATE

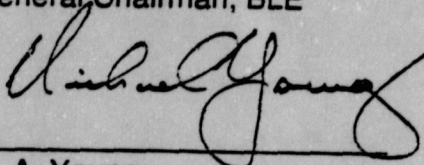
This Agreement implements the merger of the Union Pacific and SSW railroad operations in the area covered by Notice dated June 4, 1998.

Signed at Omaha, Nebraska, this 16th day of July, 1998.

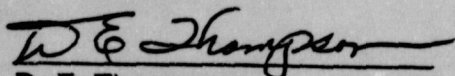
FOR THE BROTHERHOOD LOCOMOTIVE ENGINEERS:



D. E. Penning
General Chairman, BLE

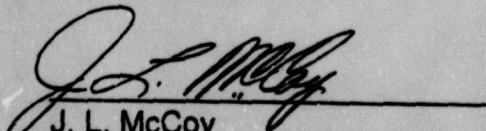


M. A. Young
General Chairman, BLE

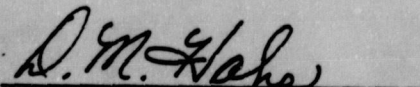


D. E. Thompson
General Chairman, BLE

APPROVED:

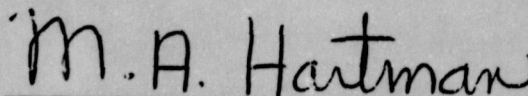


J. L. McCoy
Vice President, BLE

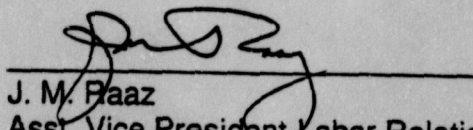


D. M. Hahs
Vice President, BLE

FOR THE CARRIERS:



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



J. M. Raaz
Asst. Vice President Labor Relations
Union Pacific Railroad Co.

BLE EXHIBIT 1

Page of Rev. 2/8/99

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 2

July 16, 1998

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

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

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

Gentlemen:

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

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

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

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

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 10

July 16, 1998

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

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

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

Gentlemen:

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

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

Yours truly,

M.A. Hartman

M. A. Hartman
General Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179
Side Letter No. 11

July 16, 1998

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

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

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

Gentlemen:

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

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

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

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

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

BLE EXHIBIT 1
Page _____ of _____

Rev. 2/8/99

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 15

July 16, 1998

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

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

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

Gentlemen:

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

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

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

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

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 16

July 16, 1998

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

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

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

Gentlemen:

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

Because SSW system seniority extends through the Kansas City, Salina and Dalhart Hubs, the Carrier agreed to make certain commitments regarding operations in the Salina and Dalhart Hubs in order that Pratt engineers may make a more informed decision regarding roster slotting for the Kansas City and Salina Hubs. Specifically, Carrier committed as follows:

1. To the extent possible, existing manpower at Herington will be used to staff the Herington-Pratt pool operations. If Pratt engineers are needed to fulfill the need at Herington, the minimum necessary will be relocated to Herington, and those volunteering to relocate will be paid relocation under Article VIII.B. of this Agreement. If insufficient engineers volunteer, some engineers may be forced to Herington in reverse seniority. Under these circumstances, Article VIII.B. benefits would still apply. The parties shall meet and reach agreement on the number and method of force assignments to Herington.
2. Pratt engineers will relinquish rights to Herington-Pratt pool service in order to maximize the number of engineers who can remain at Pratt. After implementation of the Salina Hub Agreement, Pratt engineers shall protect only freight service between Pratt and Dalhart.
3. The Dalhart Hub negotiations will be bound by the following general commitments:
 - a. Dalhart engineers will relinquish pool freight runs to Pratt. In other words, the double-headed pool between Dalhart and Pratt will be eliminated, and pool freight service between Pratt and Dalhart will be a single-headed pool with Pratt as home terminal.

BLE EXHIBIT 1

Page of Rev. 2/8/99

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 18

July 16, 1998

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

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

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

Gentlemen:

This refers to the Merger Implementing Agreement for the Salina Hub entered into this date, and particularly Article II.F.

As discussed, there are currently a group of engineers in training for Dalhart/Pratt. Under the SSW Agreement and seniority provisions, some of these trainees bid the training vacancies from Herington with the hope they could hold seniority in the Salina Hub after implementation of the merger. It was agreed that these trainees would stand to be canvassed for establishment of seniority in the Salina Hub if the roster sizing numbers are such that there are roster slots for them. If not, there is no requirement that they be added to the Salina Hub roster.

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

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 20

July 16, 1998

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

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

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

Gentlemen:

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

During our negotiations we discussed the issue of engineers who may be force assigned out of their prior rights zone to another terminal in the other prior rights seniority zone. This concern was particularly pointed as pertained to engineers who only recently were relocated to Salina.

Carrier expressed its position this situation was unlikely to occur, but in the interests of resolving the issue amicably would agree to the following:

1. An engineer who is unable to hold any assignment in his prior rights zone and is force assigned to an assignment in the other prior rights zone would be entitled to utilize carrier-provided lodging at the terminal to which force assigned. If the assignment to which force assigned is a pool assignment (e.g., a Salina engineer is forced to a pool turn operating between Herington used Kansas City), the engineer would be entitled to utilize Carrier-provided lodging at both ends of the pool (unless, of course, the engineer maintained his residence at a location closer to Herington than Salina, such as at Council Grove.)
2. This arrangement applies only to those engineers holding prior rights zone seniority in the Salina Hub on date of implementation of this Agreement. Engineers establishing seniority in the hub on and after implementation date would have only common hub seniority.

- Q.14. What does the phrase "interchange rules are not applicable for intra-carrier moves within the terminal" mean?
- A.14. This refers to movements between locations, points or yards of the former pre-merger roads (i.e., UP, SP, DRGW and SSW). Interchange rules do not apply to such movements.

ARTICLE II - SENIORITY CONSOLIDATIONS

- Q.1. What is the status of pre-October 31, 1985 trainmen/firemen seniority?
- A.1. Trainmen/firemen seniority will be in negotiations/arbitration with the appropriate Organization. Employees will be treated as firemen should they not be able to hold as an engineer. Those currently "treated as" will continue such status.
- Q.2. What is the status of post-October 31, 1985 trainmen/firemen seniority?
- A.2. A post-October 31, 1985 engineer will exercise their seniority as a trainman/fireman in accordance with the applicable agreements should they not be able to hold as an engineer.

ARTICLE III - EXTRA BOARDS

- Q.1. Will extra boards established under this section be confined to protecting extra work exclusively within the zone in which established?
- A.1. All extra boards will only protect extra work home terminated within one zone. After implementation, should the Carrier desire to establish extra boards which protect extra work home terminated in more than one zone, this will be done pursuant to the existing collective bargaining agreement, and the parties must reach agreement as to how engineers from the zones involved will be allowed to exercise seniority to such extra board(s). Failure to reach such agreement, common seniority will be used.
- Q.2. Are these guaranteed extra boards?
- A.2. The provisions of the designated collective bargaining agreement shall apply.

ARTICLE IV - APPLICABLE AGREEMENTS

- Q.1. When the Merger Implementing Agreement becomes effective what happens to existing claims previously submitted under the prior agreements?
- A.1. The existing claims shall continue to be handled in accordance with the former agreements and the Railway Labor Act. No new claims shall be filed under those former agreements once the time limit for filing claims has expired.

ARTICLE V - FAMILIARIZATION

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

Q. 7. Can you give an example?

A. 7. Prior to the merger announcement a home was worth \$60,000. Due to numerous employees transferring from a small city the value drops to \$50,000. Upon approval of the sale by the Carrier employee is entitled to \$10,000 under Section 12 and the expenses provided under Section 9, or the owner can claim the in lieu of amount of \$30,000.

Q. 8. If the parties cannot agree on the loss of fair value what happens?

A. 8. New York Dock Article I Section 12 (d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.

Q. 9. What happens if an employee sells a home valued at \$50,000 for \$20,000 to a family member?

A. 9. That is not a bona fide sale and the employee would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.

Q. 10. What is the most difficult part of New York Dock in the sale transaction?

A. 10. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.

Q.11. Are there any seniority moves that are eligible for an allowance?

A.11. Yes. A seniority move that permits another employee who would have otherwise been forced to move to remain at the same location will be eligible for an allowance. The move may not trigger other relocation allowances.

SIDE LETTER NO. 2

Q. 1. Will an engineer gain or lose vacation benefits as a result of the merger?

A. 1. SSW engineers will retain the number of weeks vacation earned for 1998 and 1999 that they would have earned under their previous vacation agreement. Beginning with the 2000 calendar year they will be treated as if they had always been a UP engineer and will earn identical vacation benefits as a UP engineer who had the same hire date and same work schedule.

Q. 2. When the agreement is implemented, which vacation agreement will apply?

A. 2. The vacation agreements used to schedule vacations for 1998 will be used for the remainder of 1998 and in 1999.

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

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

UNION PACIFIC RAILROAD COMPANY

JUN 08 1998



1416 DODGE STREET
OMAHA NEBRASKA 68179

June 4, 1998

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

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

MR DON M HAHS
VICE PRESIDENT BLE
1011 ST ANDREWS
KINGWOOD TX 77339

MR H A ROSS
ATTORNEY AT LAW
STANDARD BLDG STE 1548
CLEVELAND OH 44113

MR D C SIMMERMAN
EXECUTIVE STAFF - BLE
1370 ONTARIO ST
CLEVELAND OH 44113-1702

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

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

The U. S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") with the Southern Pacific Transportation Company, the SPCSL Inc., the St. Louis-Southwestern Railway Company and the Denver and Rio Grande Western Railroad Company (collectively referred to as "SP") in Finance Docket No. 32760.

Therefore, pursuant to Section 4 of the New York Dock Conditions, notice is hereby given to implement that portion of the merger which is covered by Exhibit "A", attached. As you will note from reviewing the Exhibit, this transaction will affect employees, work and work locations and will obviously require the elimination of incompatible agreements in order to ensure the smooth transition of this merger to that of a streamlined, efficient, consolidated operation.

Carrier proposes that the initial conference regarding this matter be held at the Doubletree Hotel, 3203 Quebec Street, Denver, Colorado 80207, (303) 321-3333, beginning 1:00 p.m. on July 1, 1998. The meeting will conclude approximately 12 noon on July 2, 1998.

Yours truly,

M. A. Hartman

M. A. Hartman
General Director-Labor Relations

EXHIBIT "A"

EXPANDED SALINA HUB NOTICE

TO ALL ENGINE, TRAIN AND YARD SERVICE EMPLOYEES WORKING GENERALLY ON THE TERRITORIES.

UNION PACIFIC:

Salina to Kansas City (not including Kansas City and Topeka)

Salina to Wichita via Lost Springs/Herington

Salina to Sid (End-of-Track)

Wichita to El Dorado

Wichita to Winfield

Whitewater to McPherson

Herington to Hope (End-of-Track)

**Southern Pacific:
(SSW)**

Pratt to Kansas City via Herington (not including Pratt or Kansas City)

The above includes all main lines, branch lines, yard tracks, industrial leads and stations between the points identified.

**WHO ARE REPRESENTED BY
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
AND
UNITED TRANSPORTATION UNION**

The U.S. Department of Transportation, Surface Transportation Board (STB), in Finance Docket No. 32760, has approved the merger of the Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") with the Southern Pacific Transportation Company, the SPCSL Corp., the St. Louis Southwestern Railway Company and the Denver and Rio Grande Western Railroad Company (collectively referred to as "SP").

Perpetuation of the Union Pacific ("UP") and Southern Pacific ("SP") as separate rail entities will not achieve the public benefits nor the transportation improvements envisioned by the Surface Transportation ("STB") in approving the merger application. In order to realize the effective utilization of manpower and resources that derive from a unified rail system, the following changes to employees, seniority, collective bargaining agreements, work and work locations are proposed:

I. Seniority District Formulation

- A. A new seniority district will be formed and a master seniority roster(s)--the UP Salina Hub Merged Roster -- will be created for the following territory.
- Salina to Kansas City (not including Kansas City and Topeka)
 - Salina to Wichita via Lost Springs/Herington
 - Salina to Sid (End-of-Track)
 - Wichita to El Dorado
 - Wichita to Winfield
 - Whitewater to McPherson
 - Herington to Hope (End-of-Track)
 - Pratt to Kansas City via Herington (not including Pratt or Kansas City)
- B. Certain trackage within the Salina Hub is coextensive with certain trackage within other hubs (i.e., lines between Kansas City and Menoken Junction and lines between Pratt and Hutchison) via any combination of UP or SSW tracks). Crews from the hubs or seniority districts may operate over such coextensive trackage as directed by the Carrier.

UNION PACIFIC RAILROAD COMPANY



July 22, 1998

JUL 24 1998
1416 DODGE STREET
OMAHA NEBRASKA 68179

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE
CHEYENNE WY 82001

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

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

Gentlemen:

This refers to the Salina Hub Merger Implementing Agreement which was initialed in Omaha, Nebraska on July 16, 1998.

Subsequent to initiating, several errors and omissions were noted. I committed to you I would send those corrected pages to you to insert in the initialed copy which you possess. These revised pages are attached and are described as follows:

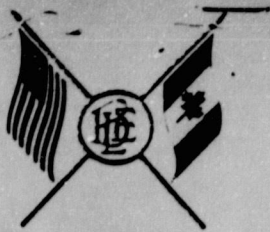
1. Revised page 4 to include language in Article I.B.2.a. to use the Kansas City Hub Zone 2 Extra Board for Hours of Service relief prior to using an away-from-home terminal pool engineer.
2. Revised page 11 to add the word "Hub" to the end of paragraph D.
3. Revised pages 48 and 49 to reflect addition of Item 6 to Side Letter No. 19.
4. New pages 50 and 51 to reflect additional Side Letter negotiated after signing.
5. New Attachment "E" to reflect change in mileage from Herington to Kansas City (BNSF) from 154 to 157.

To reiterate, please take these pages and replace the old pages of your initialed agreement with them.

Yours truly,

M. A. Hartman
General Director-Labor Relations

cc: D. M. Hahs, VP-BLE
J. L. McCoy, VP-BLE



Brotherhood of Locomotive Engineers

1370 ONTARIO STREET
CLEVELAND, OHIO 44113-1702
TELEPHONE: (216) 241-2630
FAX: (216) 241-6516

OCT 19 1998

C. V. MONIN
International President

October 16, 1998

R.B. Weiss
Labor Relations Officer
Union Pacific Railroad Company
1416 Dodge Street, Room 332
Omaha, NE 68179

RE: Expanded Salina Hub

Dear Mr. Weiss:

This is to officially inform you of the recent ratification of the expanded Salina Hub Implementing Agreement under the Union Pacific/Southern Pacific merger.

For your information, the Expanded Salina Hub Implementing Agreement ratified with a 85.6% vote in favor and 14.4% vote against. It is requested that you contact BLE Vice President/Coordinator J.L. McCoy to arrange for a meeting at which these agreements can be signed by all participants.

It would also be appreciated that once you have signed the agreements that the International Office be provided with a copy of same as well as a disc of the agreement for our files.

Very truly yours,

President

Cc: E. Dubroski, FVP
J.L. McCoy, VP/Coordinator
H.A. Ross, Gen. Counsel
D.E. Penning, GC
D.E. Thompson, GC
M.A. Young, GC
D.C. Simmerman, Dir. of Research

BLE EXHIBIT 4

Page 1 of 1

UNION PACIFIC RAILROAD COMPANY

OCT 29 1998



1416 DODGE STREET
OMAHA NEBRASKA 68179

October 27, 1998

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

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

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

MR DON M HAHS
VICE PRESIDENT BLE
1011 ST ANDREWS
KINGWOOD TX 77339

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

MR DENNIS C SIMMERMAN
EXECUTIVE STAFF - BLE
STANDARD BLDG - MEZZ FLR
1370 ONTARIO ST
CLEVELAND OH 44113-1702

MR HAROLD A ROSS
ATTORNEY AT LAW
STANDARD BLDG STE 1548
CLEVELAND OH 44113

Gentlemen:

Reference is made to the UP-BLE Salina Hub Merger Implementing Agreement.

Per Article VI (Implementation), the Carrier serves notice of its intent to implement this Agreement on January 16, 1999. A workshop will be held in Omaha, Nebraska from November 16 through and including November 20, 1998 to construct consolidated seniority rosters as set forth in Article II of said Agreement.

The meeting will be conducted at the Parkfair Mall (2nd) floor) located at 16th and Douglas, downtown Omaha beginning 9:00 a.m. on November 16. It is anticipated the meeting will conclude approximately 3:00 p.m. on November 20. Local Chairmen participating in the meeting will be reimbursed for lost wages, plus reasonable and necessary travel expenses. Please arrange to notify the affected Local Chairmen about the meeting.

The Carrier intends to post a description of the zones involved in the Salina Hub prior to conducting the meeting.

If amplification is desired, please do not hesitate to contact me.

Yours truly,

J. M. RAAZ

J. M. RAAZ
AVP-LABOR RELATIONS

UNION PACIFIC RAILROAD COMPANY

NOV 30 1998

1416 DODGE STREET
OMAHA, NEBRASKA 68179



November 24, 1998

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

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

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM ROAD
HAZELWOOD MO 63042

MR DON M HAHS
VICE PRESIDENT BLE
1011 ST ANDREWS
KINGWOOD TX 77339

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

Gentlemen:

On October 19, 1998, the Carrier mailed copies of the Expanded Salina Hub Agreement to you for signing. To date the signed original has not been returned to this office for copying and distribution.

Please sign the document as soon as possible and forward to the undersigned. When the fully-signed original is received, the Carrier will make copies and send to each of you.

Yours truly,

R.B. Weiss

R. B. WEISS
MANAGER-LABOR RELATIONS

JAN 11 1999

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

January 7, 1999

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

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

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
300 BROOKES DR STE 115-118
HAZELWOOD MO 63042

MR DENNIS C SIMMERMAN
EXECUTIVE STAFF - BLE
STANDARD BLDG - MEZZ FLR
1370 ONTARIO ST
CLEVELAND OH 44113-1702

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

MR HAROLD A ROSS
ATTORNEY AT LAW
STANDARD BLDG STE 1548
CLEVELAND OH 44113

MR DON M HAHS
VICE PRESIDENT BLE
1011 ST ANDREWS
KINGWOOD TX 77339

Gentlemen:

Reference is made to the Carrier's letter dated October 27, 1998 serving notice of its intent to implement the UP-BLE Salina Hub Agreement on January 16, 1999.

Subject implementation will not occur on January 16, 1999 as originally scheduled. The Carrier will serve a revised implementation notice per Article VI at a subsequent date.

If amplification is desired, please do not hesitate to contact me.

Yours truly,

J. M. RAAZ

J. M. RAAZ
AVP LABOR RELATIONS

APR 02 1999

1416 DODGE STREET
OMAHA, NEBRASKA 68179



March 29, 1999

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

MR DON M HAHS
VICE PRESIDENT BLE
1011 ST ANDREWS
KINGWOOD TX 77339

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

MR DENNIS C SIMMERMAN
EXECUTIVE STAFF - BLE
STANDARD BLDG - MEZZ FLR
1370 ONTARIO ST
CLEVELAND OH 44113-1702

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

MR HAROLD A ROSS
ATTORNEY AT LAW
STANDARD BLDG STE 1548
CLEVELAND OH 44113

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

Gentlemen:

Reference is made to the UP-BLE Expanded Salina Hub Merger Implementing Agreement.

Per Article VI (Implementation), the Carrier serves notice of its intent to implement this Agreement on May 1, 1999. With your concurrence, the Carrier will utilize a pool of Local Chairmen to assist Service Unit managers and Labor Relations representatives with the implementation process. I will be in contact with the General Chairmen at a subsequent date to discuss selection of Local Chairmen and other details regarding their participation.

If amplification is desired, please do not hesitate to contact me.

Yours truly,

STB

FD-32760 (SUB 38)

2-28-00

A

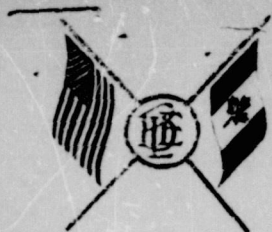
197613

3

OF

3

SEP 23 1999



Brotherhood of Locomotive Engineers

1370 ONTARIO STREET
CLEVELAND, OHIO 44113-1702
TELEPHONE: (216) 241-2630
FAX: (216) 241-6516

EDWARD DUBROSKI
International President

September 20, 1999

Mr. D.E. Thompson
GC - UP (Former SSW)
414 Missouri Blvd.
Scott City, MO 63780

Dear Sir and Brother:

This will acknowledge your letter, dated August 30, 1999, to the undersigned and Director of Research D.C. Simmerman, your file ICC-307-8, in which you request a definition of the effective date of the various Hub Agreements negotiated under the Union Pacific/Southern Pacific merger proceedings.

Brother Thompson, after reading your letter, I discussed this matter with Brother Simmerman and went back and reviewed the various Hub Agreements currently in effect and/or negotiated. It became clear to me that the effective date of the actual Hub Agreements are the dates those agreements were ratified and signed; however, the actual agreement did not go into effect until the specific provisions under the implementation article of each agreement. In other words, through negotiations, a tentative agreement is reached and initialed. That initialed agreement is then sent out for ratification to the affected members. After conclusion of the ratification process, the carrier is notified whether or not the proposed agreement was ratified and then, if ratified, makes the necessary arrangements to get the agreement signed by the appropriate officers of the BLE. The date the agreement is signed would be the effective date of the agreement; however, since these merger agreements have an implementation article, which state that the terms and conditions of the agreement will not take effect until a later time (normally requiring a 30-day notice), that date becomes the implementation date. The only significance of the effective date of the agreement, in my opinion, would be that the terms and the conditions of the agreement would bind the parties, once the implementation notice is served by the carriers, on the terms and conditions of work for the employees (members) working under the parameters of the implementing agreement itself.

If you can be a little more specific regarding any dispute you may have with the carrier over what date applies to what, I may be in a better position to answer that question.

BLE EXHIBIT 9
Page 1 of 2

AFFILIATED WITH A.F.L.-C.I.O. AND C.L.C.

Serving Since 1863

Mr. D E. Thompson
September 20, 1999
Page 2

It is hoped that this answer will clarify for you my understanding of the difference between the effective date of the implementing agreement and the actual implementation date, which clearly is different in each Hub Agreement.

Fraternally yours,

Edmund Suberli

President

Attachments

cc: J.L. McCoy, FVP (w/enclosure)
D.M. Hahs, VP (w/enclosure)
B.D. MacArthur, GC - UP (Former C&NW) (w/enclosure)
M.A. Young, GC - UP (E) (w/enclosure)
M.A. Mitchell, GC - UP (W) (w/enclosure)
E.L. Pruitt, GC - UP (Former SP (W)) (w/enclosure)
C.R. Rightnowar, GC - UP (C) (w/enclosure)
J.R. Koonce, GC - IC (Former SPCSL) (w/enclosure)
W.R. Slone, GC - UP (S) (w/enclosure)
R.A. Poe, GC - SP (Former SP (E)) (w/enclosure)
C.L. James, GC - UP (Former D&RGW) (w/enclosure)
H.F. Stewart, GC - (Former SP&PE) (w/enclosure)
D.C. Simmerman, Director of Research (w/enclosure)

SEP 20 1999

Ross & Kraushaar Co., L.P.A.

ATTORNEYS AT LAW
1546 STANDARD BUILDING
1370 ONTARIO STREET
CLEVELAND, OHIO 44113-1740

216/861-1313
FAX 216/696-4163

HAROLD A. ROSS

September 15, 1999

Mr. D. E. Thompson
General Chairman - BLE
St. Louis Southwestern Ry.
414 Missouri Boulevard
Scott City, MO 63780

Dear Mr. Thompson:

This is in reply to yours of August 30, 1999, in which you request my understanding as to the effective date of the Hub Agreement.

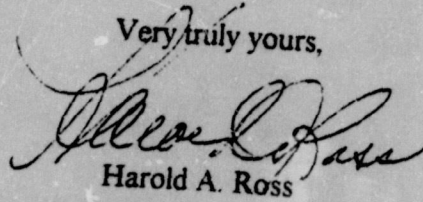
Your assessment that there is some confusion in the use of the terms of effective date and implementation date is accurate. This confusion also was generated by several factors, such as the STB's conditions for a time period within which certain tracks and operations had to be made available to BNSF and the negotiation of "interim" implementing agreements and other arrangements with the Organization.

Generally, I believe it can be said that an agreement is effective, *i.e.*, a living, valid writing that binds the parties, when it is executed. Having said that, it may provide that its conditions (the obligations and concomitant responsibilities) may not be triggered until some event, date or action arises or takes place. When that factual situation or date occurs, the terms of the agreement, which are triggered by the event, must be followed and applied by the signatories and the beneficiaries of their action. In large measure, one must turn to each agreement to see if there is any specific language that causes some thing or item to take place before the date of implementation or to be delayed, as you state in your letter to me. Based upon my recollections of the discussions and my review of conference notes and some of the implementing agreements and their provisions, it would be my understanding that the implementing date referred to in the Hub agreements generally governs the application of the provisions unless otherwise provided for in the implementing agreement and side letter or letters of understanding, including questions-and-answers thereto.

With the above qualifications and explanation, you appear accurate in expressing the view that the date of implementation in many instances would trigger certain obligations and conditions upon the parties and govern their actions and responsibilities.

BLE EXHIBIT 10
Page 1 of 2

Very truly yours,



Harold A. Ross

HAR:sam

cc: E. Dubroski. Pres.-BLE
T. Pontolillo, TD-BLE
D. Simmerman, DofR

(w/enclosure - Thompson letter)

| Location/Name | SSN | Current Class | Date Certified | Natl MVR Date | State MVR Date | Med Ex Date | Formal Training Date | Medical Packet Date | Training Packet Date |
|---------------|-----|---------------|----------------|---------------|----------------|-------------|----------------------|---------------------|----------------------|
|---------------|-----|---------------|----------------|---------------|----------------|-------------|----------------------|---------------------|----------------------|

Class ID: SE9928

LocCode: CHGO

Date 4/12/99 - 4/30/99

A SP PRATT 12

| | | | | | | | | | |
|-------------------|-------------|---|--------|--|--|--|--|--|--|
| H G. E. MORTON | 465-13-5767 | 3 | 3/2/99 | | | | | | |
| P G. N. WALLACE | 509-52-0215 | 3 | 3/2/99 | | | | | | |
| P P. N. PAYNE | 463-84-9822 | 3 | 3/2/99 | | | | | | |
| P J. L. MOORE | 464-91-3673 | 3 | 3/2/99 | | | | | | |
| H D. L. DIES | 512-68-3850 | 3 | 3/2/99 | | | | | | |
| P W. L. JONES JR | 461-57-7702 | 3 | 3/2/99 | | | | | | |
| P K. W. PRATT | 443-72-4063 | 3 | 3/2/99 | | | | | | |
| P C. S. ELLSWORTH | 492-88-3294 | 3 | 3/2/99 | | | | | | |
| P E. A. NORBURG | 007-80-5943 | 3 | 3/2/99 | | | | | | |
| H B. D. FUNK | 303-68-5810 | 3 | 3/2/99 | | | | | | |
| H J. R. IVERSON | 002-46-7357 | 3 | 3/2/99 | | | | | | |
| P M. D. COLLIER | 498-86-0463 | 3 | 3/2/99 | | | | | | |

Date of advancement
 20-126 Bulletin 1/5/99
 11-16-98 12/21/98
 closed 1/5/99
 12-1-98 12/21/98
 1/18/99
 12/17/98
 12/17/98
 12/29/98
 1/20/99
 12/21/98
 12/21/98

| | |
|----------|--------|
| 12/9/98 | 3/3/99 |
| 12/9/98 | 3/3/99 |
| 12/9/98 | 3/3/99 |
| 12/22/98 | 3/3/99 |
| 12/9/98 | 3/3/99 |
| 12/9/98 | 3/3/99 |
| 12/9/98 | 3/3/99 |
| 12/9/98 | 3/3/99 |
| 12/9/98 | 3/3/99 |
| 12/9/98 | 3/3/99 |
| 12/9/98 | 3/3/99 |
| 12/9/98 | 3/3/99 |
| 12/9/98 | 3/3/99 |

Class ID: SE9929

LocCode: SLC

Date 4/19/99 - 5/7/99

A SP HERINGTON - 12

| | | | | | | | | | |
|--------------------|-------------|---|----------|--|--|--|--|--|--|
| H R. L. RICHARDSON | 511-62-2316 | 0 | 2-20-95 | | | | | | |
| H G. L. HAYES | 509-62-3471 | 0 | 6-5-95 | | | | | | |
| H B. A. LAPHAM | 511-66-0225 | 0 | 3-17-95 | | | | | | |
| H W. K. BARNETT | 062-40-0456 | 0 | 1-4-95 | | | | | | |
| H J. R. BARBER | 512-80-6154 | 0 | 1-9-95 | | | | | | |
| H C. L. CLEMENTS | 510-58-5120 | 0 | 3-10-95 | | | | | | |
| H M. A. EKLUND | 334-56-7770 | 0 | 6-30-95 | | | | | | |
| H J. C. MELLINGER | 510-78-1550 | 0 | 4-6-95 | | | | | | |
| H T. J. OSULLIVAN | 512-60-7663 | 0 | 4-6-95 | | | | | | |
| H E. C. BOTT | 513-54-6083 | 0 | 4-5-95 | | | | | | |
| H C. M. LAMBERT | 514-92-7985 | 0 | 4-6-95 | | | | | | |
| H M. A. KRAUSE | 511-76-1672 | 0 | 10-30-95 | | | | | | |

GEMORTON
 10-26-45
Date of adv. 11-25-98
 2/22/99
 2/22/99
 2/22/99
 2/22/99
 2/22/99
 2/23/99
 2/22/99
 1-22-99
 2-07-99
 2/23/99
 12/21/98

| | |
|---------|--------|
| 2/11/99 | 3/3/99 |
| 2/11/99 | 3/3/99 |
| 2/11/99 | 3/3/99 |
| 2/11/99 | 3/3/99 |
| 2/11/99 | 3/3/99 |
| 2/11/99 | 3/3/99 |
| 2/11/99 | 3/3/99 |
| 2/11/99 | 3/3/99 |
| 2/11/99 | 3/3/99 |
| 2/11/99 | 3/3/99 |
| 2/11/99 | 3/3/99 |
| 2/11/99 | 3/3/99 |
| 2/11/99 | 3/3/99 |

Class ID: SE9930

LocCode: SLC

Date 4/19/99 - 5/7/99

A ST LOUIS - 12

| | | | | | | | | | |
|-----------------|-------------|---|--------|--|--|--|--|--|--|
| M. L. PRINCE | 407-19-5366 | 3 | 3/2/99 | | | | | | |
| P. W. STEWART | 332-70-5607 | 3 | 3/2/99 | | | | | | |
| R. W. HOOKER | 348-66-8162 | 3 | 3/2/99 | | | | | | |
| B. M. HOGAN | 490-98-7476 | 3 | 3/2/99 | | | | | | |
| G. B. HENDRIX | 487-60-6554 | 3 | 3/2/99 | | | | | | |
| A. L. CHAMBERS | 414-15-6992 | 3 | 3/2/99 | | | | | | |
| C. A. LIPSINSKY | 486-86-7704 | 3 | 3/2/99 | | | | | | |
| T. MALACARNE | 486-54-4238 | 3 | 3/2/99 | | | | | | |
| M. W. THOMAS | 499-88-1472 | 3 | 3/2/99 | | | | | | |
| K. R. SMITH | 350-62-3804 | 3 | 3/2/99 | | | | | | |
| K. D. LAMBETH | 496-58-4399 | 3 | 3/3/99 | | | | | | |
| K. L. HENSLEY | 351-62-5284 | 3 | 3/3/99 | | | | | | |

| | | |
|---------|---------|--------|
| 2/10/99 | 1/19/99 | 3/3/99 |
| 2/16/99 | 1/19/99 | 3/3/99 |
| 2/22/99 | 1/19/99 | 3/3/99 |
| 2/8/99 | 1/19/99 | 3/3/99 |
| 2/1/99 | 1/19/99 | 3/3/99 |
| 2/3/99 | 1/19/99 | 3/3/99 |
| 2/9/99 | 1/19/99 | 3/3/99 |
| 2/8/99 | 1/19/99 | 3/3/99 |
| 2/22/99 | 1/19/99 | 3/3/99 |
| 2/3/99 | 1/19/99 | 3/3/99 |
| 3/2/99 | 2/23/99 | 3/3/99 |
| 3/2/99 | 1/19/99 | 3/3/99 |

B DROP

M. J. GREMER

356-56-7178 0

1/19/99

MEMORANDUM OF AGREEMENT
between the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
and the
ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

Relating to the selection of train and/or yard service employees for engine service.

IT IS AGREED:

Section 1: Pursuant to the provisions of Article XIII, Section 4 of the UTU October 31, 1985 National Agreement, the Carrier posted notice to all qualified SSW trainmen/yardmen that applications would be accepted for promotion to engineer.

Section 2: (a) All qualified applicants will be given a May 1, 1994 seniority date as an engineer and placed at the bottom of the engineer's seniority roster in the same relative order as they stand on the Trainmen's System Seniority Roster and will be identified as trainees assigned to Hiring Pool No. 2.

(b) The BLE General Chairman shall be furnished the names and addresses of each trainee entering the training program and shall be advised date each trainee is certified as an engineer.

Section 3: (a) The Carrier will advertise the designated prior right home terminal location of each training class for fourteen (14) days and assignments will be made from Hiring Pool No. 2 in seniority order. The applicants in Hiring Pool No. 2 will have the option of either accepting the training or waiting until such time as the training is offered in any subsequent class provided they are not forced to accept the training in accordance with this agreement.

(b) Should a training position go no bid for a specific terminal, the junior applicant in Hiring Pool No. 2 working at that terminal will be required to accept the position.

(c) If there are insufficient applicants from Hiring Pool No. 2 working at that terminal, then the junior applicant from Hiring Pool No. 2 will be required to accept the position regardless of where he/she is working.

NOTE: Failure to accept a training position pursuant to this Agreement is deemed to be resignation from the program and loss of engineer date of May 1, 1994.

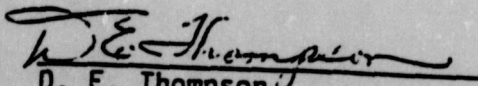
(d) Once all successful applicants in Hiring Pool No. 2 have been exhausted, subsequent promotions will be handled on an individual class by class basis. The Carrier will advertise future training positions to all qualified trainmen/yardmen for a minimum of fourteen (14) days listing the prior right home terminal(s). Assignments will be made in seniority order among bids received from qualified applicants.

(e) Future trainmen/yardmen who successfully complete the training program will establish seniority as an engineer on the date specified in the advertisement on a promotion class by promotion class basis, shall be placed at the bottom of the engineer's roster in the same relative order as they stand on the Trainmen's System Seniority Roster and shall receive the designated home district and prior rights home terminal specified in the advertisement.

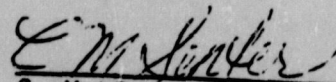
(f) Future trainees who do not hold seniority as a trainman/yardman on the St. Louis Southwestern Railway prior to entering the training class will have their relative standing as a locomotive engineer determined by lottery on a class by class basis below any employees in the same training class who previously established trainmen/yardmen seniority.

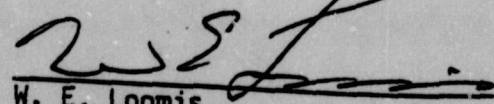
Section 4: This Agreement will become effective May 1, 1994 and shall continue in effect until changed or modified in accordance with the Railway Labor Act, as amended.

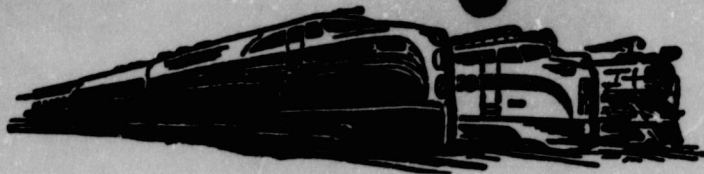
FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:


D. E. Thompson
General Chairman, BLE

FOR THE CARRIER:


C. M. Senter
Manager, Labor Relations


W. E. Loomis
Director, Labor Relations



(2)

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

M.R. STEPHENS, SEC'Y TREAS
ROUTE 2 BOX 2250
SCOTT CITY, MO 63780



GENERAL COMMITTEE OF ADJUSTMENT
ST. LOUIS SOUTHWESTERN RAILWAY LINES
D. E. THOMPSON, CHAIRMAN
414 MISSOURI BOULEVARD
SCOTT CITY, MO 63780
PHONE (573) 264-3232
FAX (573) 264-3735

July 12, 1999

59-8

R. D. Rock, Director
Labor Relations - UP
1416 Dodge Street
Omaha, Nebraska 68179

Reference: SSW Engineer trainee classes advertised for Pratt, Kansas, Herington, Kansas, and Dalhart, Texas.

Dear Sir:

There appears to be considerable misunderstanding and erroneous information regarding these three (3) classes. As you know, each of the classes were advertised and assigned as per the provisions of the BLE/SSW Agreement. The Salina Hub Agreement and the SSW Training Agreement required some minor adjustments as to where the trainees would be assigned as engineers once promoted but it did not change the date of the advertisement. Given the SSW Agreement and the Salina Hub Agreement, it was agreed that any of the trainees from the Pratt class would be allowed to select the Salina Hub and be given date of the Herington class ranking in seniority order as they ranked on the trainman's roster.

The date of the advertisement for the Pratt class was 11-16-98, Bulletin No. 20726, Class ID is SE 9928. As agreed to, the following engineers should have an engineer date of 11-16-98 and rank in the Southwest Hub in the order as shown below.

| <u>Name</u> | <u>Trainman Date</u> | <u>S.S. Number</u> |
|--------------------|----------------------|--------------------|
| 1. K. W. Pratt | 10-11-95 | 443-72-4063 |
| 2. W. L. Jines | 10-11-95 | 461-57-7702 |
| 3. C. S. Ellsworth | 10-11-95 | 492-88-3294 |
| 4. M. D. Collier | 11-03-95 | 498-86-0463 |
| 5. J. L. Moore | 01-30-98 | 464-91-3673 |

BLE EXHIBIT

Page 1 of 3

13

The date of the advertisement for the Herington class was 11-29-98, Bulletin No. 38810, Class ID is SE 9929. As agreed to and as per the agreement, the following engineers selected the Salina Hub and their date as an engineer is 11-29-98 and rank in the Salina Hub in the order as shown below.

| <u>Name</u> | <u>Trainman Date</u> | <u>S.S. Number</u> |
|---------------------|----------------------|--------------------|
| 1. W. K. Barnett | 01-04-95 | 062-40-0456 |
| 2. J. R. Barber | 01-09-95 | 512-80-6154 |
| 3. C. L. Clements | 03-10-95 | 510-58-5120 |
| 4. B. A. Lapham | 03-17-95 | 511-66-0225 |
| 5. R. L. Richardson | 03-20-95 | 511-62-2316 |
| 6. G. L. Hayes | 06-05-95 | 509-62-3471 |
| 7. M. A. Eklund | 06-30-95 | 334-56-7770 |
| 8. G. N. Wallace | 06-30-95 | 509-52-0215 |
| 9. P. N. Payne | 08-02-95 | 463-84-9822 |
| 10. E. C. Bott | 09-05-95 | 513-54-6083 |
| 11. J. C. Mellinger | 09-06-95 | 510-78-1550 |
| 12. C. M. Lambert | 09-06-95 | 514-92-7985 |
| 13. G. E. Morton | 10-26-95 | 465-13-5767 |
| 14. M. A. Krause | 10-30-95 | 511-76-1672 |
| 15. J. R. Iverson | 10-31-95 | 002-46-7357 |
| 16. B. D. Funk | 11-01-95 | 303-68-5810 |
| 17. R. B. Thompson | 11-01-95 | 511-48-7303 |
| 18. D. L. Dies | 07-02-96 | 512-68-3850 |

The date of the advertisement for the Dalhart class was 1-3-99, Bulletin No. 75713, Class ID is SE 9939. They should be placed on the Southwest Hub with date as engineer 1-3-99 and ranked in the following order provided the information regarding the ranking and date as a trainman is correct.

| <u>Name</u> | <u>Trainman Date</u> | <u>SS Number</u> |
|----------------------|----------------------|------------------|
| 1. G. D. Hill | 10-10-95 | 446-44-4317 |
| 2. G. T. Brown | 10-10-95 | 461-78-7139 |
| 3. D. R. Renshaw | 10-11-95 | 436-88-9906 |
| 4. R. C. Baker | 10-11-95 | 467-65-5987 |
| 5. N. A. Zundel | 10-11-95 | 460-79-5804 |
| 6. E. T. Hermosillo | 10-11-95 | 464-61-0405 |
| 7. R. L. Garcia | 07-09-96 | 449-81-9997 |
| 8. T. R. Jones | 07-10-96 | 463-35-7809 |
| 9. G. W. McMillian | 07-10-96 | 460-67-6487 |
| 10. K. L. Montgomery | 07-10-96 | 585-59-9733 |
| 11. B. E. Anderson | 07-17-96 | 457-04-6264 |
| 12. R. C. Kalka | 01-30-98 | 462-96-8756 |

I assume these trainees have completed their training and have been certified. If there are any engineers listed that failed to complete the training for

any reason, please advise name and reason they failed to complete the program and we will apply the provisions of the BLE/SSW Training Agreement.

I am providing Mr. Raaz, Mr. Lambert, and Mr. Hutfles a copy of this letter.

Should you be in disagreement, please advise.

Respectfully,

DE Thompson

D. E. Thompson

cc: John Raaz
Lynn Lambert
Bill Hutfles
BLE/SSW Divisions

MEMORANDUM AGREEMENT

Between

UNION PACIFIC RAILROAD

And its engineers represented by

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

This agreement provides for the transfer of engineers from Tucumcari to Dalhart and El Paso. It is a separate agreement from the Southwest Hub merger agreement. This agreement covers only the transferring and relocation issues associated with the establishment of the Dalhart - Vaughn and El Paso - Vaughn pool freight runs. Seniority provisions are covered in the merger agreement.

A. The transfer of engineers from Tucumari shall be handled as follows:

1. A preliminary bulletin shall be posted offering 21 positions to Dalhart and 12 to El Paso.
2. Engineers must bid to these locations. If sufficient engineers do not bid to a location CMS and the General Chairmen and/or his designate will review the number that bid to each location. If all parties agree that the number is sufficient no adjustments will be made. If they do not agree then junior engineers will be forced to meet the 21 and 12 numbers.
3. When the transition to the long pool begins, the number of positions to be transferred shall be bulletined again and shall be filled in seniority order. If insufficient bids then the junior engineers shall be forced for each cycle of transfers. This shall continue until all engineers are transferred from Tucumcari.
4. The Tucumari transition shall provide for the creation of a long pool at Dalhart. This pool shall initially have 12 pool turns (six from Dalhart and six from Tucumcari). If not already qualified they may run with two engineers, one from each roster, and familiarize each other over the route in addition to other methods of qualification. Every two months an additional 12 turns shall be bulletined until the entire pool is a long pool. With each bulletin of 12 turns another Tucumcari engineer shall be added to the extra board at Dalhart. At the same time as each group of engineers move to Dalhart four engineers shall be transferred to El Paso. Efforts will be made to have the first group in Dalhart as close to August 1, 1999 as possible.

BLE EXHIBIT

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UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68117

August 17, 1999

MR JOHN PREVISICH
GENERAL CHAIRMAN UTU-E
1860 EL CAMINO REAL, SUITE 201
BURLINGAME CA 94010

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

Gentlemen:

This refers to implementation of the Southwest Hub, initiation of the Dalhart/Vaughn ID run, and our several recent telephone conversations concerning the transition and relocation of UTU-E represented firemen/engineer trainees from Tucumcari and El Paso to Dalhart, Texas.

As we discussed, this will confirm our understanding and agreement that provisions covering firemen/engineer trainees (whether former SP West, EP&SW, SSW, etc.) are set forth in the Merger Implementing Agreement (Southwest Hub) between the Union Pacific Railroad and United Transportation Union. This will further confirm our understanding and agreement that effective with implementation of the Merger Implementing Agreement (Southwest Hub) and corollary agreements including but not limited to the Dalhart/Vaughn ID run agreement, and subject to relevant conditions set forth therein, the UTU-E/SPWL collective bargaining agreement will govern the terms and conditions of firemen/engineer trainees and hostlers on affected territories.

Please signify your concurrence with the above by signing and dating in the spaces provided.

Sincerely,

T. G. Taggart
Director Labor Relations

AGREED:

D. E. Thompson
General Chairman BLE

8/27/99
Date

[Signature]
General Chairman UTU-E

8/18/99
Date

DATE TIME TO/FROM MODE MIN/SEC POS CMD# STATUS
07 08/18 09:29 573 264 3232 G3-S 01.28" 002 183 OK

BLE EXHIBIT 15

Page 1 of 1

UPRR LAB REL OMRAH

AS OF AUG 18 '99 09:30 PAGE.01

** TX CONFIRMATION REPORT **

In the Matter of the Arbitration Between

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNION PACIFIC RR CO. WESTERN LINES
(former SOUTHERN PACIFIC Western Lines)

- and -

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNION PACIFIC RR CO. WESTERN REGION
(including former Western Pacific)

Subject:
Roseville Hub
Seniority

Dana Edward Eischen, Impartial Arbitrator

Appearances

For UP Western Lines BLE:

E. Lee Pruitt, General
Chairman

For UP Western Region BLE:

M. A. Mitchell, General
Chairman

PROCEEDINGS

This intra-Union dispute was generated by the merger between the Union Pacific Corporation (UPC), Union Pacific Railroad Company/Missouri Pacific Railroad Company (hereinafter referred to collectively as "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company (SPT), St. Louis Southwestern Railway Company (SSW), SPCSL Corp., and the Denver & Rio Grande Western Railroad Company (DRGW) (hereinafter referred to collectively as "SP").

The operating plan for the combined railroads set forth in the merger application to the U.S. DOT Surface Transportation Board ("STB"), was premised upon a "Hub and Spoke" system. Seniority of employees from the two (2) railroads, previously governed by separate and unique collective bargaining agreements (CBAs), was to be consolidated into a common seniority roster for each "Hub", governed by a single common CBA.

In approving that merger plan in Finance Docket No. 32760, the STB imposed conditions for the protection of employees, as set forth in New York Dock Railway - Control - Brooklyn Eastern District Terminal, 360 I.C.C. 60 (1979), generally referred to as "New York Dock" conditions (NYDC).

Discussions between UP and BLE representatives at the highest levels produced approval of the transaction by the Organization

conditioned, *inter alia*, upon a commitment by UP on March 8, 1996, to let the respective BLE General Committees of Adjustment ("GCAs") work out the details of integrating their seniority lists at the various hubs on the merged properties:

...Union Pacific would give deference to an internally devised BLE seniority integration solution, so long as; 1) it would not be in violation of the law or present undue legal exposure; 2) it would not be administratively burdensome, impractical or costly; and 3) it would not create an impediment to implementing the operating plan.

On May 27, 1997, in accordance with NYDC Section 4, UP served requisite Notice upon the respective Brotherhood of Locomotive Engineers BLE GCAs for the Southern Pacific Western Lines (hereinafter referred to as "SP/WL") and for the Union Pacific Western Region (hereinafter referred to as "UP/WR"), to consolidate and merge the two (2) railroads over territory as follows:

...former Western Pacific, Sacramento Northern and Tidewater Southern; SP territory including milepost 553.0 west of Elko, Nevada to the end of the track at Oakland/San Francisco, California, south to and including Santa Barbara, California; south from Roseville, California to and (not including) Hivolt via (including) Palmdale, and over the BNSF trackage rights to (not including) Barstow and north from Roseville to (not including) Chemult and the Modoc Line.

V. Seniority Consolidation

The seniority of all employees working in the territory described above shall be consolidated into one common new seniority district. All current seniority in all crafts

shall be relinquished when new seniority is established. The seniority district shall be divided into three zones with prior rights established in each zone.

The UP/WR and SP/WL GCAS were successful in achieving mutually agreeable integration processes at many other new hubs, notably including the "Salt Lake Hub", but such agreement proved elusive on the territory described *supra*. There were many reasons for this difficulty, not least of which that the above-described territory includes one (1) seniority district for the UP/WR but multiple separate seniority districts for the SP/WL (identified as Coast, Los Angeles, Roseville, Shasta, Portland, Western, San Joaquin and Sparks). Pertinent to the Roseville Hub in dispute in this arbitration, eventually the territory was described as follows:

"A new seniority district shall be created that encompasses the following area: UP territory including milepost 665.0 west of Elko, Nevada to the end of the track on the former Western Pacific, Sacramento Northern and Tidewater Southern; SP territory including milepost 553.0 west of Elko, Nevada to the end of the track at Oakland/San Francisco, California, south to and including Santa Barbara, California; south from Roseville, California to and (not including) Hivolt via (including) Palmdale, and over the BNSF trackage rights to (not including) Barstow and north from Roseville to (not including) Chemult and the Modoc Line."

The date for beginning calculation of engineer seniority became the sticking point which blocked a meeting of the minds between the respective BLE GCAs regarding the consolidated

Roseville seniority roster. The UP\WP Committee was adamant that the engineers' date should be used; whereas the SP\WL Committee was equally adamant that the fireman date (entry date into engine service) should be used. When it became evident to all concerned that the two BLE Committees were deadlocked intractably over which of those seniority calculation dates to use for the Roseville Hub seniority integration, discussion turned to various methods to bring closure to the dispute.

Eventually, the UP\WR and SP\WL General Chairmen agreed to submit the issue to final and binding determination by Dana Edward Eischen, whom they jointly selected and appointed as solo impartial arbitrator of their dispute. Since this was a dispute between the two (2) BLE GCA's, the UP was agreeable to allow the BLE to use this method as the dispute resolution process. The Letter Agreement dated October 8, 1997, submitting the dispute to Arbitrator Eischen, provides for expedited final offer selection, with the Award to be issued within ten (10) days of the January 9, 1998 hearing, together with a truncated written Opinion explaining briefly the reasons for the arbitrator's selection. The Parties exchanged and submitted extensive prehearing briefs prior to oral argument of the case by telephonic conference on January 9, 1998, following which this expedited Award and Opinion were issued.

ISSUE

The following joint submission of the Parties sets forth the question to be answered in this final offer selection arbitration:

"In consolidating the engineer's seniority rosters of the former Southern Pacific Western Lines and the Union Pacific Western Region, as such applies to the Roseville Hub of the Union Pacific, which seniority merger method of ranking engineers will be employed?:

- 1) Fireman's seniority date to govern ranking of engineers as proposed by the General Committee of the Southern Pacific Western Lines; or,
- 2) Engineer's date to determine seniority ranking of engineers as proposed by the General Committee of the Union Pacific Western Region."

POSITIONS OF THE PARTIES

The following statements of position have been extrapolated and edited from the respective prehearing briefs:

Southern Pacific Western Lines

The only difference between the UP/WP and SP(WL) method of establishing seniority as an engineer is one of semantics. On the UP/WP and for post-August 28, 1994 SP(WL) engineers, the established date as an engineer is assigned at the commencement of the training program. Whereas, for pre-August 28, 1994 engine service employees (firemen) on the SP(WL), the date as engineer was established upon completion of the training program, and on the UP/WP the date was established when training first begins (date in engine service).

With one exception, promotion to engineer is governed by the same criteria on the UP/WP as on the SP(WL)--that is an engine service employee on the UP/WP can obtain a status as a yard engineer only; whereas, on the SP(WL) an engine service employee (fireman) cannot obtain status as a yard engineer only and must be fully qualified as a locomotive engineer in all service before he/she is given a date as an engineer. This should not be held against the SP(WL) employees and is clearly not a measurement common to both parties. To allow the uncommon method of being able to qualify as a yard engineer only status before a fully qualified engineer status would not provide the common denominator needed to consolidate the Hub roster.

The common denominator needed here is that each employee have the same common date to be ranked on the new consolidated roster that is fair and equitable to both parties. This Committee proposes that this date should be the fireman (engine service) date which is the first date in engine

service. The only true measurement to determine a common date (comparing "apples to apples") is the entry date into engine service, regardless of what that date is called on each railroad.

To rank according to the "engineers' date" in this Hub, as proposed by the UP/WR, is to allow an "apples to oranges" measurement that does not accurately reflect a comparable date between the parties for the pre-August 28, 1994 engineer on the SP(WL). If the engineers date is used to consolidate the engineers roster, a senior SP(WL) engineer who commenced training and acquired status as a fully qualified working engineer would be ranked on the consolidated hub roster below a junior UP/WP employee who both commenced and completed engineer training after the SP(WL) engineer. To allow ranking on the new consolidated roster by using the engineers' date would be to provide a windfall to the UP/WP engine service employees at the expense of the SP(WL) engine service employees.

There are significant differences between the Salt Lake City Hub and the Roseville Hub. In the Salt Lake City Hub, work, other than pool freight service, was prior righted to the seniority district of which the on-duty location had prior seniority with primary and secondary prior rights to that work. In the Roseville Hub, all work, other than pool freight work, goes to the new consolidated (Dovetailed) roster without primary or secondary rights. If the roster is not consolidated with a common date that is fair and equitable to both parties, one party over the other will be unfairly enriched by the additional work opportunities that the merger creates. This simply would not be fair and equitable.

The UP/WP may take the position that the fireman (engine service) date cannot be used account no such date exists on the UP/WP. The SP(WL) takes the position that the fireman (engine service) date has historically been defined as the engine service date and that the date that UP/WP employees enter engineer training is the same date as a fireman (engine service) date. The fireman (engine service) date, or equivalent thereof, should be used to consolidate the roster in the Roseville Hub. This is the date that can be easily identified by both parties and is clearly the most fair, equitable and common date to use for the purpose of consolidating the engineer roster in the Roseville Hub.

Union Pacific Western Region

This Committee believes the obvious answer to the question posed above is that the Engineer's date should be used to determine seniority ranking of engineers as proposed by the General Committee of the Union Pacific Western Region. We reach this conclusion after examining: 1) The historical difference between the craft of Fireman and craft of Engineer, 2) the method of obtaining an engineer's seniority date on the Southern Pacific versus obtaining engineer's seniority date on the Feather River District, 3) what occurred on the Feather River District with implementation of the Apprentice Engineers Agreement of May 14, 1974, when the parties enacted the November 12, 1971 National Agreement--one craft with one seniority system was recognized for purposes of collective bargaining, and 4) the obligations placed on individual General Committees with respect to direction set forth in the Organization's Constitution and Bylaws.

Engineers have rights to exercise of seniority strictly within their craft and cannot use their engineer's seniority date as a means to work a fireman's position. Firemen have rights to exercise their seniority strictly within their craft and should not be allowed to use that seniority as a means to work positions held by engineers. Logic dictates that a fireman's date is significant to an engineer not for purposes of determining Engineer seniority but only when s/he is reduced from the engineer's working list. Conditions governing ebb and flow of engineer's and firemen employed on the Southern Pacific Railroad were, and are currently, covered by separate collective bargaining agreements with a different Organization. These conditions are drastically different from the May 14, 1974 Apprentice Engineers

Agreement covering engineers employed on Carrier's Feather River District. The fireman's seniority date proposed by the SPIWL Committee is commonly associated with a craft and class of employees separate from the craft of Locomotive Engineer. Never before in the history of this Organization, that we know of, has such seniority date been used to establish seniority on an Engineer's seniority roster. We can only view the proposal of the SPIWL Committee as without sound foundation in practice history or precedent. See PLB No. 3950 (J. Seidenberg), Awards Nos. 1 and 2 and SBA 1058 (D. E. Eischen), Award No. 1., citing BLE v. AT&SF, 769 F. 2d 923 (1985).

OPINION OF THE IMPARTIAL ARBITRATOR

The operational and institutional complexities which made it so difficult for the BLE GCAs to reach an understanding on the matter in dispute prompt me to avoid saying any more in this Opinion than is absolutely necessary to explain the Award. In that connection, it is noted that the Letter-Agreement of October 8, 1997, submitting the dispute to my jurisdiction and authorizing me to decide the matter by final offer selection, stipulates that only a brief explanation for selecting one of the opposing positions be stated. All concerned concur that it is best to avoid dicta which might further complicate an already difficult situation for the two affected BLE GCAS.

The benchmarks which prompt my decision are fairness, equity, and adherence to the standards set forth in the March 8, 1996 letter from UP Vice-President Marchand to BLE President McLaughlin. In my considered judgement, those goals are achieved in the Roseville Hub seniority roster integration by consistency with the seniority integration processes mutually agreed to by the

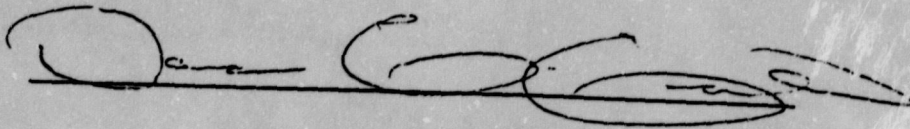
respective GCAs and used to consolidate seniority rosters at the merged Carrier's "hub" operations at various other locations, e.g., Denver, Colorado, Houston and Longview, Texas, Salina, Kansas and Salt Lake City, Utah.

In each of those cited instances, the BLE parties to this dispute successfully negotiated Implementing Agreements with UP which, *inter alia*, consolidated once separate engineer's seniority rosters into single rosters covering "hub" operations at the individual points, subject to appropriate unique terms and conditions involving prior rights and dovetailing. It is noted that in reaching these Implementing Agreements with each other and the UP, the affected UP\WL and UP\WR BLE Committees mutually agreed to the method of determining engineer seniority ranking based upon the Engineer's seniority date, as proposed in this matter by the UP\WR Committee. Thus, at each of these other hub locations, BLE devised internally a seniority integration solution consistent with fairness, equity, history, practice and the factors enumerated in the March 8, 1996 letter, *supra*. None of the Implementing Agreements reached by the respective GCAs and the merged Carrier at these other locations provide for the use of the firemen's seniority date to rank engineers on consolidated engineer's seniority rosters, as proposed in this matter by the SP\WL

Committee. The record before me does not persuasively demonstrate that the Roseville Hub seniority roster consolidation situation is sufficiently different to warrant departure from the method found mutually agreeable by the respective BLE GCAs and accepted by the merged Carrier at the other referenced hubs.

AWARD OF THE IMPARTIAL ARBITRATOR

In consolidating the engineer's seniority rosters of the former Southern Pacific Western Lines and the Union Pacific Western Region, as such applies to the Roseville Hub of the Union Pacific, the seniority merger method of ranking engineers shall be Engineer's date to determine seniority ranking of engineers, as proposed by the General Committee of the Union Pacific Western Region.



Dana Edward Eischen

Signed at Spencer, New York on January 14, 1998

STATE OF NEW YORK }
COUNTY OF TOMPKINS } SS:

On this 14th day of January, 1998, I, DANA E. EISCHEN, affirm and certify, upon my oath as Arbitrator, that I am the individual described herein, that I executed the foregoing instrument and acknowledge that I executed the same.

** SENIORITY ROSTER 373101 **

DATE 07/25/77 16:080

COMMON ZONE 2

PRIMARY QUALIFICATION - ENG

DISTRICT - 01SA23

SALINA HUB ZONE 2

| | | |
|------------------------------|----------------------|-----------|
| 1+DK SAUCUM | 07/01/65 001 P Y PLE | |
| REG ASGN-SU221 XL30 | A TEMP ASGN- | |
| 2+HI PERSELL | 10/01/63-001 P Y PLE | |
| REG ASGN-SU140 RL34 KL27 ENG | P TEMP ASGN- | |
| 3+RE GRAVEN | 12/13/65 005 P Y | |
| REG ASGN-SU279 RL41 PE20 ENG | B TEMP ASGN- | |
| 4+FL HARMAN JR | 11/10/66 001 P Y PLE | |
| REG ASGN-SU140 AF30 HF40 ENG | P TEMP ASGN- | |
| 5+DU LUEKER | 05/27/67 001 P Y PLE | |
| REG ASGN-SU140 RE34 KE26 ENG | B TEMP ASGN- | STATUS-LV |
| 6+JR WENDT | 05/27/67-002 P Y PLE | |
| REG ASGN-SU148 RL33 TE12 ENG | P TEMP ASGN- | |
| 7+OT HULL | 01/06/72 001 P Y PLE | |
| REG ASGN-SU140 RE34 KE12 ENG | P TEMP ASGN- | STATUS-OD |
| 8+MO KLEIN | 01/07/72-001 P Y PLE | |
| REG ASGN-SU140 AL30 HF42 ENG | P TEMP ASGN- | STATUS-OD |
| 9+HO STIVER | 06/14/72 001 P Y PLE | |
| REG ASGN-SU140 RE34 KL11 ENG | P TEMP ASGN- | STATUS-LP |
| 10+JD DIX | 07/14/72 001 P Y PLE | |
| REG ASGN-SU140 RE33 TE01 ENG | P TEMP ASGN- | STATUS-LV |
| 11+OL SCHNEIDER | 07/14/72 002 P Y PLE | |
| REG ASGN-SU221 XE30 | P TEMP ASGN- | |
| 12+MJ HAM | 07/14/72 001 P Y PLE | |
| REG ASGN-SU140 RE33 TE05 ENG | P TEMP ASGN- | STATUS-OD |
| 13+OL RUCKER JR | 07/14/72 003 P Y PLE | |
| REG ASGN-SU140 AL30 HF43 ENG | P TEMP ASGN- | |
| 14+TD COMBS | 02/02/73-001 P Y PLE | |
| REG ASGN-SU140 RL33 TE09 ENG | P TEMP ASGN- | STATUS-LV |
| 15+RL LUMAN | 03/21/73 001 P Y PLE | |
| REG ASGN-TF090 RE11 TF33 ENG | P TEMP ASGN- | |
| 16+JA WESS | 05/25/73 001 P Y PLE | |
| REG ASGN-SU140 RL34 KL15 ENG | P TEMP ASGN- | STATUS-AH |
| 17+JW DYKES | 08/10/73 001 P Y PLE | |
| REG ASGN-SU221 YL30 HU67 ENG | P TEMP ASGN- | |

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| | | | | | |
|-------------------|----------------|---------------|----------------|-------|-----------|
| 18+EL STURGEON | REG ASN- H 186 | RE30 EP04 ENG | 08/19/73-001 P | Y PLE | STATUS-OD |
| 19+MU LLOYD | REG ASN- H 186 | AE37 VB55 ENG | 08/20/73-001 P | Y PLE | STATUS-PL |
| 20+DG STEVENS | REG ASN- SW148 | RL34 KL14 ENG | 10/26/73-001 P | Y PLE | STATUS-AH |
| 21+RL HATCH | REG ASN- SW148 | RE33 TL06 ENG | 10/26/73-002 P | Y PLE | STATUS-LV |
| 22+FA DEBSTER | REG ASN- H 186 | RE30 EP05 ENG | 01/12/74-001 P | Y PLE | STATUS-LP |
| 23+ER STRAFMAN | REG ASN- H 186 | RE30 FP03 ENG | 03/23/75-001 P | Y PLE | |
| 24+WH WALTON | REG ASN- H 186 | YL30 WH51 ENG | 03/24/75-001 P | Y PLE | |
| 25+HT TESCHKE | REG ASN- H 186 | RE30 LP02 ENG | 03/28/75-001 P | Y PLE | STATUS-LV |
| 26+RC BURKE | REG ASN- H 186 | RE30 EP01 ENG | 03/28/75-002 P | Y PLE | STATUS-PL |
| 27+GD WEIGLE | REG ASN- H 186 | RE30 EP06 ENG | 06/03/75-001 P | Y PLE | STATUS-LV |
| 28+WA CENASAR | REG ASN- HCCOM | DL99 | 06/06/75-001 P | Y PLE | STATUS-DL |
| 29+OR BROADSTREET | REG ASN- H 186 | YE30 EP01 ENG | 02/28/76-001 P | Y PLE | |
| 30+JW ROTHWEILER | REG ASN- H 186 | XE30 | 03/19/76-001 P | Y PLE | |
| 31+SK WILSON | REG ASN- H 186 | XE30 | 07/02/76-001 P | Y PLE | |
| 32+WH THOMPSON | REG ASN- H 186 | XE30 | 04/02/78-001 P | Y PLE | |
| 33+CO WHITE | REG ASN- H 186 | XE30 | 04/02/78-002 P | Y PLE | |
| 34+GL COVANS | REG ASN- H 186 | XE30 | 06/24/78-001 P | Y PLE | |
| 35+JD LOEB | REG ASN- H 186 | YE30 WH60 ENG | 03/01/80-001 P | Y PLE | STATUS-OD |
| 36+EN QUINTANA | REG ASN- H 186 | YL30 WH55 ENG | 05/10/80-001 P | Y PLE | |
| 37+RA CENASAR | REG ASN- H 186 | XE30 | 05/27/80-001 P | Y PLE | STATUS-OD |

BLE EXHIBIT

Page

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of

11

17

| | | | |
|----------------------------|----------------|--------------|-----------|
| 38+CB SMITHWICK | 07/08/81-001 P | Y PLE | |
| REG ASGN-SW148 | RE33 TE10 ENG | P TEMP ASGN- | STATUS-LS |
| 39+CL SHIDELER JR | 08/14/81-001 P | Y PLE | |
| REG ASGN-H 186 | YE30 UH32 ENG | P TEMP ASGN- | STATUS-LP |
| 40+PJ TAYLOR | 03/19/82-001 P | Y PLE | |
| REG ASGN-H 186 | YE30 UH32 ENG | P TEMP ASGN- | STATUS-00 |
| 41+JA LAUGHARY | 03/19/82-002 P | Y PLE | |
| REG ASGN-H 186 | YE30 UH61 ENG | P TEMP ASGN- | |
| 42+PS ROL - <i>retired</i> | 06/11/84-001 P | Y PLE | |
| REG ASGN-SW221 | HE30 | P TEMP ASGN- | STATUS-EA |
| 43+CL RAINS | 06/30/89-001 P | Y PLE | |
| REG ASGN-SW148 | RE34 KE13 ENG | P TEMP ASGN- | STATUS-AH |
| 44+HL FERGUSSON | 06/30/89-002 P | Y PLE | |
| REG ASGN-WY307 | BE30 | P TEMP ASGN- | |
| 45+RS HANIL | 06/30/89-003 P | Y PLE | |
| REG ASGN-SW148 | RE33 TE03 ENG | P TEMP ASGN- | STATUS-AH |
| 46+DG LADD | 06/30/89-005 P | Y PLE | |
| REG ASGN-WY307 | XE30 | P TEMP ASGN- | |
| 47+CJ EFFERT | 06/30/89-006 P | Y PLE | |
| REG ASGN-SW148 | RE33 TE16 ENG | P TEMP ASGN- | STATUS-00 |
| 48+TD HOPKE | 06/30/89-008 P | Y PLE | |
| REG ASGN-SW148 | RE33 TE04 ENG | P TEMP ASGN- | STATUS-LS |
| 49+RT DUTTREY | 06/30/89-009 P | Y PLE | |
| REG ASGN-SW148 | XE30 | P TEMP ASGN- | |
| 50+MC TANNER - <i>LIV</i> | 06/30/89-010 P | Y PLE | |
| REG ASGN-WY307 | BE30 | P TEMP ASGN- | |
| 51+ND BENHARDT | 06/30/89-011 P | Y PLE | |
| REG ASGN-SW148 | RE34 KE16 ENG | P TEMP ASGN- | STATUS-AH |
| 52+UL BONAHE | 06/30/89-013 P | Y PLE | |
| REG ASGN-SW148 | RE33 TE13 ENG | P TEMP ASGN- | STATUS-LV |
| 53+GD KICKHAETER | 06/30/89-014 P | Y PLE | |
| REG ASGN-SW148 | XE30 | P TEMP ASGN- | |
| 54+TE CLYMER | 05/01/94-001 P | Y PLE | |
| REG ASGN-SW148 | RE34 KE18 ENG | P TEMP ASGN- | STATUS-00 |
| 55+CE HUGHES | 05/01/94-002 P | Y PLE | |
| REG ASGN-SW148 | RE33 TE24 ENG | P TEMP ASGN- | STATUS-00 |
| 56+AR LAYNE | 05/01/94-004 P | Y PLE | |
| REG ASGN-SW148 | RE34 KE20 ENG | P TEMP ASGN- | STATUS-00 |
| 57+JM LYLES | 05/01/94-005 P | Y PLE | |
| REG ASGN-SW148 | RE34 KE10 ENG | P TEMP ASGN- | STATUS-00 |

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|----------------------|----------------|---------------|--------------------------------------|-----------|
| 50+LE LEMBERS | REG ASGN-SW148 | RE34 KE05 ENG | 05/01/94-007 P Y PLE P TEMP ASGN- | |
| 59+IT LOLLAR - LIV | REG ASGN-SW148 | BE30 | 05/01/94-008 P Y PLE P TEMP ASGN- | STATUS-LF |
| 60+P7 MCQUEARY - LIV | REG ASGN-SW148 | RE34 KE28 ENG | 05/01/94-009 P Y PLE B TEMP ASGN- | |
| 61+JC YARBROUGH | REG ASGN-SW148 | RE33 TE15 ENG | 05/01/94-010 P Y PLE F TEMP ASGN- | STATUS-AH |
| 62+AJ SAVAGE | REG ASGN-SW148 | XE30 | 05/01/94-012 P Y PLE P TEMP ASGN- | |
| 63+LV HURST | REG ASGN-SW148 | RE34 KE03 ENG | 05/01/94-013 P Y PLE P TEMP ASGN- | |
| 64+IL BRANT | REG ASGN-SW148 | RE33 TE07 ENG | 05/01/94-015 P Y PLE P TEMP ASGN- | STATUS-PL |
| 65+JM MITCHELL | REG ASGN-SW148 | RE34 KE22 ENG | 05/01/94-016 P Y PLE B TEMP ASGN- | |
| 66+LL SCHNEIDER | REG ASGN-SW148 | RE34 KE04 ENG | 05/01/94-018 P Y PLE P TEMP ASGN- | |
| 67+LV MADE | REG ASGN-SW148 | RE34 KE09 ENG | 05/01/94-019 P Y PLE P TEMP ASGN- | STATUS-00 |
| 68+SL GONZOLAS | REG ASGN-SW148 | RL34 KE06 ENG | 05/01/94-021 P Y PLE P TEMP ASGN- | |
| 69+RD PARKER | REG ASGN-SW148 | RE33 TE11 ENG | 05/01/94-022 P Y PLE A TEMP ASGN- | |
| 70+AF CASTILLO | REG ASGN-SW221 | YL30 HU69 ENG | 05/01/94-023 P N PLE P TEMP ASGN- | |
| 71+SL YANCEY | REG ASGN-SW148 | RL34 KL02 ENG | 05/01/94-024 P N PLE A TEMP ASGN- | |
| 72+MA ALLEN | REG ASGN-SW148 | RE34 KL08 ENG | 05/02/94-001 P Y PLE P TEMP ASGN- | |
| 73+DR WILSON | REG ASGN-SW148 | XE30 | 04/17/95-001 P N PLE P TEMP ASGN- | |
| 74+CE SMITH JR | REG ASGN-SW148 | XL30 | 04/18/95-001 P N PLE P TEMP ASGN- | STATUS-AH |
| 75+MA CARSON | REG ASGN-SW148 | XE30 | 08/24/95-001 P N PLE P TEMP ASGN- | |
| 76+JC KILMER | REG ASGN-SW148 | XE30 | 08/24/95-002 P N PLE P TEMP ASGN- | STATUS-00 |
| 77+RI MONTGOMERY | REG ASGN-SW148 | XE30 | 08/24/95-003 P N PLE P TEMP ASGN- | |

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This is the correct list for SSW engineers in Zone 2, Salina Hub.

| <u>Name</u> | <u>Engineer Seniority Date</u> |
|---------------------|--------------------------------|
| 1. W. K. Barnett | 11-29-98 |
| 2. J. R. Barber | 11-29-98 |
| 3. C. L. Clements | 11-29-98 |
| 4. B. A. Lapham | 11-29-98 |
| 5. R. L. Richardson | 11-29-98 |
| 6. G. L. Hayes | 11-29-98 |
| 7. M. A. Eklund | 11-29-98 |
| 8. P. N. Payne | 11-29-98 |
| 9. E. C. Bott | 11-29-98 |
| 10. J. C. Mellinger | 11-29-98 |
| 11. C. M. Lambert | 11-29-98 |
| 12. G. E. Morton | 11-29-98 |
| 13. M. A. Krause | 11-29-98 |
| 14. J. R. Iverson | 11-29-98 |
| 15. B. D. Funk | 11-29-98 |
| 16. R. B. Thompson | 11-29-98 |
| 17. D. L. Dies | 11-29-98 |

These are the engineers that are in dispute with Mike Young. To be arbitrated.

| | | | | | |
|-----------------|----------------|---------------|----------------------|--------------|-----------|
| 79:TTJ SCHENCK | REG ASON-SU148 | RE34 KE24 ENG | 09/29/95-001 P N PLE | P TEMP ASON- | |
| 80:TM SCHLESNER | REG ASON-SU148 | RE33 TE18 ENG | 12/04/95-001 P PLE | P TEMP ASON- | STATUS-DB |
| 81:MK DABBY | REG ASON-SU148 | XE30 | 06/10/96-001 P N PLE | P TEMP ASON- | STATUS-LP |
| 82:HD ADCOCK | REG ASON-SU221 | AE30 0352 ENG | 06/10/96-002 P N PLE | P TEMP ASON- | STATUS-PL |
| 83:GL BAILEY | REG ASON-SU148 | RE33 TE02 ENG | 04/25/98-001 P N PLE | P TEMP ASON- | STATUS-LB |
| 84:SN PROFFITT | REG ASON-SU148 | XE30 | 04/25/98-002 P N PLE | P TEMP ASON- | |
| 85:SA SHLAHAN- | REG ASON-SU148 | RE33 TE21 ENG | 05/23/98-001 P N PLE | A TEMP ASON- | STATUS-DB |
| 86:GE MORTON | REG ASON-SU148 | XE30 | 11/16/98-070 | N PLE | |
| 87:JR IVERSON | REG ASON-SU148 | XE30 | 11/16/98-080 | N PLE | |
| 88:DD FUNK | REG ASON-SU148 | XE30 | 11/16/98-090 | N PLE | |
| 89:DL DIES | REG ASON-SU148 | XE30 | 11/16/98-110 | N PLE | |
| 90:JH DICKERSON | REG ASON-KP187 | RE03 CG10 ENG | 01/16/99-001 S Y PLE | P TEMP ASON- | |
| 91:LD BORER | REG ASON-HOCOM | 0L22 | 01/16/99-002 S Y PLE | P TEMP ASON- | |
| 92:CB SMITH | REG ASON-KP187 | RE03 KE03 ENG | 01/16/99-004 S Y PLE | P TEMP ASON- | |
| 93:GL STEWART | REG ASON-KP187 | HE01 | 01/16/99-005 S Y PLE | P TEMP ASON- | |
| 94:JR DAME | REG ASON-KP187 | RE04 HE06 ENG | 01/16/99-006 S Y PLE | P TEMP ASON- | |
| 95:BR RITTER | REG ASON-KP187 | RE04 HE02 ENG | 01/16/99-007 S Y PLE | P TEMP ASON- | |
| 96:RR CLARK | REG ASON-KP187 | RE04 HE10 ENG | 01/16/99-009 S Y PLE | P TEMP ASON- | |
| 97:KN NELY JR | REG ASON-KP187 | ER01 | 01/16/99-010 S Y PLE | A TEMP ASON- | |

11-29-93
in file
with
185 to
196
↓

NOT IN CORRECT
ORDER, DATE NOT
CORRECT STATUS-AH
DO NOT SHOW AXX
SSW ENGINEERS STATUS-DB
SEE ATTACHED LIST
ON PRECEDING PAGE

Date should be
5-1-99
STATUS-DB

Item no. 184

| | | | |
|------------------------------|----------------|-------|-----------|
| 98+KW DAUGHERTY | 01/16/99-012 S | Y PLE | STATUS-LV |
| REG ASGN-SU148 XE30 | P TEMP ASGN | | |
| 99+MN CHAMBERS | 01/16/99-013 S | Y PLE | STATUS-AH |
| REG ASGN-KP187 RE04 HE04 ENG | A TEMP ASGN | | |
| 100+RE HELLING | 01/16/99-015 S | Y PLE | STATUS-00 |
| REG ASGN-KP187 RE03 SE06 ENG | P TEMP ASGN | | |
| 101+TS HORROW | 01/16/99-016 S | Y PLE | |
| REG ASGN-SU148 RL33 TE23 ENG | A TEMP ASGN | | |
| 102+JR DAVIS | 01/16/99-018 S | Y PLE | |
| REG ASGN-SU148 RE33 TE17 ENG | P TEMP ASGN | | |
| 103+TR HORTON | 01/16/99-019 S | Y PLE | STATUS-00 |
| REG ASGN-WY307 XE30 | P TEMP ASGN | | |
| 104+UH OGBRIEN III | 01/16/99-020 S | Y PLE | STATUS-00 |
| REG ASGN-KP187 XE0 | P TEMP ASGN | | |
| 105+VL INGERHANSON | 01/16/99-021 S | Y PLE | STATUS-LP |
| REG ASGN-KP187 RE04 SE01 ENG | P TEMP ASGN | | |
| 106+MW HANN | 01/16/99-023 S | Y PLE | STATUS-00 |
| REG ASGN-KP187 AL01 D689 ENG | P TEMP ASGN | | |
| 107+RG MCCALL | 01/16/99-024 S | Y PLE | STATUS-00 |
| REG ASGN-KP187 RE03 SE01 ENG | A TEMP ASGN | | |
| 108+HH PRICKETT | 01/16/99-026 S | Y PLE | |
| REG ASGN-KP187 YE01 SN53 ENG | A TEMP ASGN | | |
| 109+JB RITTER | 01/16/99-027 S | Y PLE | STATUS-00 |
| REG ASGN-HDCOH C099 | P TEMP ASGN | | |
| 110+JD MADISON | 01/16/99-029 S | Y PLE | |
| REG ASGN-KP187 WE20 USIE ENG | A TEMP ASGN | | |
| 111+DW NOTHERN | 01/16/99-030 S | Y PLE | STATUS-LV |
| REG ASGN-KP187 YE01 SN52 ENG | A TEMP ASGN | | |
| 112+FL MILLER | 01/16/99-032 S | Y PLE | STATUS-00 |
| REG ASGN-SU148 RE34 XE07 ENG | P TEMP ASGN | | |
| 113+JD UTECH | 01/16/99-033 S | Y PLE | STATUS-00 |
| REG ASGN-SU148 XE30 | P TEMP ASGN | | |
| 114+SK BOYCE | 01/16/99-034 S | Y PLE | STATUS-AH |
| REG ASGN-KP187 RE03 SE04 ENG | P TEMP ASGN | | |
| 115+SH VOBORNIK | 01/16/99-035 S | Y PLE | STATUS-AH |
| REG ASGN-KP187 RE03 KE03 ENG | P TEMP ASGN | | |
| 116+RD HULL | 01/16/99-037 S | Y PLE | STATUS-00 |
| REG ASGN-KP187 RE04 SE04 ENG | P TEMP ASGN | | |
| 117+CI SMITH | 01/16/99-038 S | Y PLE | |
| REG ASGN-KP187 XE01 | P TEMP ASGN | | |

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| REG | ASGN | KP187 | XE01 | 01/16/99-040 S | Y PLE | P TEMP ASGN- | STATUS-LK |
|--------|------------|----------------|---------------|----------------|-------|--------------|-----------|
| 112+KO | SHANER | REG ASGN-KP187 | XE01 | 01/16/99-041 S | Y PLE | A TEMP ASGN- | STATUS-AH |
| 120+JL | FIEDE | REG ASGN-UY307 | RE60 P082 ENG | 01/16/99-043 S | Y PLE | P TEMP ASGN- | |
| 121+J | HELGET | REG ASGN-KP377 | XE10 | 01/16/99-044 S | Y PLE | P TEMP ASGN- | |
| 122+IE | MIXER | REG ASGN-KP377 | XE10 | 01/16/99-046 S | Y PLE | P TEMP ASGN- | STATUS-00 |
| 123+RL | MASSEY | REG ASGN-KP187 | RE03 KI07 ENG | 01/16/99-047 S | Y PLE | P TEMP ASGN- | |
| 124+RU | EADS | REG ASGN-KP187 | XE01 | 01/16/99-048 S | Y PLE | P TEMP ASGN- | STATUS-00 |
| 125+JR | PATTON | REG ASGN-KP187 | XE01 | 01/16/99-049 S | Y PLE | P TEMP ASGN- | |
| 126+KO | MONTGOMERY | REG ASGN-KP187 | AE01 D606 ENG | 01/16/99-051 S | Y PLE | B TEMP ASGN- | |
| 127+CW | BURT | REG ASGN-KP187 | XE01 | 01/16/99-052 S | Y PLE | P TEMP ASGN- | STATUS-PL |
| 128+DG | FYFFE | REG ASGN-NX284 | YH03 0260 HOS | 01/16/99-054 S | Y PLE | P TEMP ASGN- | |
| 129+CS | YOUNG | REG ASGN-SU148 | XE30 | 01/16/99-055 S | Y PLE | P TEMP ASGN- | |
| 130+TD | BAKER | REG ASGN-SU148 | XE30 | 01/16/99-057 S | Y PLE | P TEMP ASGN- | |
| 131 RG | PATTERSON | REG ASGN-KP377 | XE10 | 01/16/99-058 S | Y PLE | P TEMP ASGN- | STATUS-LP |
| 132+JL | HENSLEY | REG ASGN-KP187 | XE01 | 01/16/99-060 S | Y PLE | P TEMP ASGN- | |
| 133+TL | BIEHLER | REG ASGN-SU148 | XE30 | 01/16/99-061 S | Y PLE | P TEMP ASGN- | STATUS-00 |
| 134+GH | PORTER | REG ASGN-KP187 | XE01 | 01/16/99-062 S | Y PLE | P TEMP ASGN- | STATUS-00 |
| 35+TL | DEHAVEN | REG ASGN-KP187 | XE01 | 01/16/99-063 S | Y PLE | P TEMP ASGN- | STATUS-00 |
| 36+DE | GIBSON | REG ASGN-KP187 | XE01 | 01/16/99-065 S | Y PLE | P TEMP ASGN- | |
| 37+WS | ADAMS | REG ASGN-KP187 | XE01 | 01/16/99-066 S | Y PLE | P TEMP ASGN- | STATUS-LK |

| | | | | | | |
|--------------------|------------------|---------------|----------------|-------|----------------|-----------|
| 138+CH KOLPRE | REG ASSIGN-SW148 | XE30 | 01/16/99-068 S | Y PLE | P TEMP ASSIGN- | STATUS-OD |
| 139+DU BIX | REG ASSIGN-HP162 | XE45 | 01/16/99-069 S | Y PLE | P TEMP ASSIGN- | STATUS-LV |
| 140+DM MATTESON JR | REG ASSIGN-KP187 | RE04 DE01 ENG | 01/16/99-071 S | Y PLE | P TEMP ASSIGN- | STATUS-OD |
| 141+LR MCCOY | REG ASSIGN-KP187 | RE04 DE02 ENG | 01/16/99-072 S | Y PLE | P TEMP ASSIGN- | STATUS-AH |
| 142+LE DANIELSON | REG ASSIGN-KP187 | XL01 | 01/16/99-074 S | Y PLE | A TEMP ASSIGN- | |
| 143+RA CONNELL | REG ASSIGN-TP060 | RE30 EP14 ENG | 01/16/99-075 S | Y PLE | B TEMP ASSIGN- | STATUS-OD |
| 144+EL MITT | REG ASSIGN-KP187 | XL01 | 01/16/99-076 S | Y PLE | A TEMP ASSIGN- | |
| 145+BE WEEKS | REG ASSIGN-KP187 | XL01 | 01/16/99-077 S | Y PLE | P TEMP ASSIGN- | STATUS-LJ |
| 146+JM LEAHY | REG ASSIGN-KP187 | XL01 | 01/16/99-077 S | Y PLE | I TEMP ASSIGN- | STATUS-LK |
| 147+DB BEINES | REG ASSIGN-KP187 | XL01 | 01/16/99-080 S | Y PLE | P TEMP ASSIGN- | STATUS-LV |
| 148+RL FOSSE | REG ASSIGN-KP187 | XL01 | 01/16/99-082 S | Y PLE | P TEMP ASSIGN- | |
| 149+CR FILES | REG ASSIGN-HY307 | XE60 | 01/16/99-083 S | Y PLE | P TEMP ASSIGN- | |
| 150+AL CARTER | REG ASSIGN-KP377 | XL10 | 01/16/99-085 S | Y PLE | P TEMP ASSIGN- | |
| 151+CL RECKEY JR | REG ASSIGN-KP187 | RE03 RE08 ENG | 01/16/99-086 S | Y PLE | P TEMP ASSIGN- | STATUS-PL |
| 152+PE NEELEY | REG ASSIGN-KP187 | RE03 RE02 ENG | 01/16/99-088 S | Y PLE | P TEMP ASSIGN- | STATUS-AH |
| 153+JU ANSLOVER | REG ASSIGN-KP187 | RE04 SE03 ENG | 01/16/99-089 S | Y PLE | P TEMP ASSIGN- | STATUS-OD |
| 154+MR STANGEL | REG ASSIGN-KP187 | YE01 SE54 ENG | 01/16/99-090 S | Y PLE | A TEMP ASSIGN- | STATUS-LV |
| 155+RD OLSEN | REG ASSIGN-SW148 | XL30 | 01/16/99-091 S | Y PLE | P TEMP ASSIGN- | |
| 156+LM HIGHT | REG ASSIGN-KP187 | XL01 | 01/16/99-093 S | Y PLE | A TEMP ASSIGN- | STATUS-LP |
| 157+DE WOBKE | REG ASSIGN-SW148 | RE34 XE12 ENG | 01/16/99-094 S | Y PLE | P TEMP ASSIGN- | STATUS-AH |

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| | | |
|---|--------------------------------------|-----------|
| 159+AJ BARTONEK REG ASGN-KP187 XE01 | 01/16/99-097 S Y PLE P TEMP ASGN- | STATUS-00 |
| 160+CR MCATEE REG ASGN-SW148 BE30 | 01/16/99-099 S Y PLE P TEMP ASGN- | STATUS-LV |
| 161+JA HUNT REG ASGN-KP377 XE10 | 01/16/99-100 S Y PLE P TEMP ASGN- | |
| 162+RS ROSS REG ASGN-SW148 RE34 KE30 ENG | 01/16/99-102 S Y PLE P TEMP ASGN- | STATUS-00 |
| 163+PJ GOODMAN REG ASGN-SW148 RE34 KE27 ENG | 01/16/99-103 S Y PLE P TEMP ASGN- | |
| 164+BU HAYES REG ASGN-SW148 RE34 KE01 ENG | 01/16/99-104 S Y PLE P TEMP ASGN- | |
| 165+PA DOLAN REG ASGN-KP187 RE04 GE02 ENG | 01/16/99-105 S Y PLE P TEMP ASGN- | STATUS-LV |
| 166+KD HOLLANDER REG ASGN-KP187 XL01 | 01/16/99-107 S N PLE P TEMP ASGN- | |
| 167+JA STROUD REG ASGN-KP377 BE23 WOKO ENG | 01/16/99-108 S N PLE A TEMP ASGN- | |
| 168+UR BERRY REG ASGN-KP187 XL01 | 01/16/99-110 S Y PLE A TEMP ASGN- | STATUS-LV |
| 169+GJ BREILING REG ASGN-KP187 YE01 SK48 ENG | 01/16/99-111 S Y PLE P TEMP ASGN- | |
| 170+UR FITZGERALD REG ASGN-KP377 AE01 DD77 ENG | 01/16/99-113 S N PLE A TEMP ASGN- | |
| 171+DA BROWN REG ASGN-KP187 RE03 KE01 ENG | 01/16/99-114 S N PLE P TEMP ASGN- | |
| 172+RA ROTHWEILER REG ASGN-NP162 XL65 | 01/16/99-116 S Y PLE P TEMP ASGN- | STATUS-00 |
| 173+RR SUMNER REG ASGN-KP187 XL01 | 01/16/99-117 S Y PLE P TEMP ASGN- | STATUS-00 |
| 174+OL SANKIN REG ASGN-KP187 XE01 | 01/16/99-118 S Y PLE P TEMP ASGN- | STATUS-00 |
| 175+LE LEMAY REG ASGN-SW148 RE34 KE17 ENG | 01/16/99-119 S Y PLE P TEMP ASGN- | STATUS-LV |
| 176+PJ LANG REG ASGN-KP187 XE01 | 01/16/99-121 S Y PLE A TEMP ASGN- | STATUS-00 |
| 177+DD SHANER REG ASGN-SW148 TE30 | 01/16/99-122 S Y PLE P TEMP ASGN- | STATUS-EA |

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| | | | | | | |
|-------------------|----------------|---------------|----------------|-------|-------------------|-------------------------|
| 176+GL DUTTON | REG ASGN-SU148 | BE20 | 01/16/99-124 S | Y PLE | P TEMP ASGN- | STATUS-OD |
| 179+BA KRAISINGER | REG ASGN-SU148 | BE30 | 01/16/99-126 S | Y PLE | P TEMP ASGN- | |
| 180+RU HARTMAN | REG ASGN-KP187 | BE01 | 01/16/99-127 S | Y PLE | A TEMP ASGN- | |
| 181+MY MAGLEY | REG ASGN-KP187 | TE02 | 01/16/99-128 S | N PLE | P TEMP ASGN-KP187 | RE03 BE04 PLE STATUS-AH |
| 182+SF UARD | REG ASGN-H 186 | XE30 | 01/16/99-130 S | N PLE | D TEMP ASGN- | |
| 183+RJ BRADY | REG ASGN-H 186 | XE30 | 01/16/99-131 S | N PLE | P TEMP ASGN- | |
| 184+JL COLLINS | REG ASGN-HDCON | BL98 | 01/16/99-132 S | N PLE | P TEMP ASGN- | STATUS-DL |
| 185+WX BARNETT | REG ASGN-H 186 | XL30 | 01/22/99-010 | N PLE | P TEMP ASGN- | STATUS-OD |
| 186+JR BARBER | REG ASGN-H 186 | BL30 | 01/22/99-020 | N PLE | P TEMP ASGN- | |
| 187+CL CLEMENTS | REG ASGN-H 186 | BL30 | 01/22/99-030 | N PLE | D TEMP ASGN- | |
| 188+BA LAPHAM | REG ASGN-H 186 | BL30 | 01/22/99-040 | N PLE | D TEMP ASGN- | |
| 189+RL RICHARDSON | REG ASGN-SU148 | BF30 | 01/22/99-050 | N PLE | F TEMP ASGN- | STATUS-LV |
| 190+GL HAYES | REG ASGN-SU148 | XX30 | 01/22/99-060 | N PLE | P TEMP ASGN- | |
| 191+MA EKLUND | REG ASGN-SU148 | RT34 KT12 CON | 01/22/99-070 | N PLE | P TEMP ASGN- | |
| 192+CC BOIT | REG ASGN-H 186 | XX30 | 01/22/99-080 | N PLE | P TEMP ASGN- | |
| 193+JC HELLINGER | REG ASGN-H 186 | AE30 VB40 ENG | 01/22/99-090 | N PLE | P TEMP ASGN- | |
| 194+CM LAMBERT | REG ASGN-H 186 | BE30 | 01/22/99-100 | N PLE | F TEMP ASGN- | |
| 195+MA KRAUSE | REG ASGN-SU148 | HT30 | 01/22/99-120 | N PLE | P TEMP ASGN- | STATUS-OS |
| 196+RE THOMPSON | REG ASGN-SU148 | XX30 | 01/22/99-150 | N PLE | P TEMP ASGN- | STATUS-AH |
| 197+RD KEY | REG ASGN-H 186 | BE30 | 04/30/99-001 | N | D TEMP ASGN- | STATUS-LV |

↑
Date as engine is
11-24-98

See list

DEC 10 1999

Union Pacific Railroad
1416 Dodge St, WT008
Omaha, Ne 68102
888-441-8037

December 7, 1999
Wal0215A.Doc

Gary Taggart
Labor Relations

Gene Thompson
414 Missouri Boulevard
Scott City, Mo 63780

Attached is correspondence received from Engineer G. N. Wallace regarding his date in the Southwest Hub. The documents after his letter were attachments he furnished.

Attached is page 11 of roster 305101 dated August 26, 1999, which was reviewed by Mike Coates on August 26, 1999, during the Southwest Hub roster workshop. You will note Mike wrote numbers to the left of their names indicating the order in which he wanted these engineers. He drew a line below #5 W. L. Jines and I wrote a key at the bottom of the page indicating he wanted -

- | | |
|---------------------|--------------------------------------|
| 1. K. W. Pratt | - These were to get an 11-16-98 date |
| 2. C. S. Ellsworth | - " " " " |
| 3. M. D. Collier | - " " " " |
| 4. J. L. Moore | - " " " " |
| 5. W. L. Jines | - " " " " |
| | |
| 1. W. K. Barnett | - These were to get an 11-29-98 date |
| 2. J. R. Barber | - " " " " |
| 3. C. L. Clements | - " " " " |
| 4. B. A. Lapham | - " " " " |
| 5. R. L. Richardson | - " " " " |
| 6. G. L. Hayes | - " " " " |
| 7. G. N. Wallace | - " " " " |
| 8. P. N. Payne | - " " " " |
| 9. E. C. Bott | - " " " " |
| 10. J. C. Mellinger | - " " " " |
| 11. C. M. Lambert | - " " " " |
| 12. G. E. Morton | - " " " " |
| 13. M. A. Krause | - " " " " |
| 14. J. R. Iverson | - " " " " |
| 15. B. D. Funk | - " " " " |
| 16. R. B. Thompson | - " " " " |
| 17. D. L. Dies | - " " " " |

The engineer bulletin they bid on and their associated trainmen dates are as follows:

| | Bulletin # | Buletin date | Trainman Date/Sequence |
|-----------------|--------------|--------------|------------------------|
| K. W. Pratt | SEHR-T-20726 | 11-16-98 | 10-11-95 001 |
| C. S. Ellsworth | " " | " " | 10-11-95 005 |
| M. D. Collier | " " | " " | 11-03-95 001 |
| J. L. Moore | " " | " " | 01-30-98 001 |
| W. L. Jines | " " | " " | 10-11-95 003 |
| W. K. Barnett | SSHR-T-75407 | 01-22-99 | 01-04-95 006 |
| J. R. Barber | " " | " " | 01-09-95 005 |

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| | | | | |
|------------------|--------------|----------|---|--------------|
| C. L. Clements | " | " | " | 03-10-95 011 |
| B. A. Lapham | " | " | " | 03-17-95 001 |
| R. L. Richardson | " | " | " | 03-20-95 001 |
| G. L. Hayes | " | " | " | 06-05-95 001 |
| G. N. Wallace | SSHR-T-20726 | 11-16-98 | | 06-30-95 003 |
| P. N. Payne | " | " | " | 08-20-95 003 |
| E. C. Bott | SSHR-T-75407 | 01/22/99 | | 09-05-95 004 |
| J. C. Mellinger | " | " | " | 09-06-95 001 |
| C. M. Lambert | " | " | " | 09-06-95 005 |
| G. E. Morton | SSHR-T-20726 | 11/16/98 | | 10-26-95 001 |
| M. A. Krause | SSHR-T-75407 | 01/22/99 | | 10-30-95 002 |
| J. R. Iverson | SSHR-T-20726 | 11/16/98 | | 10-31-95 002 |
| B. D. Funk | " | " | " | 11/01/95 001 |
| R. B. Thompson | SSHR-T-75407 | 01/22/99 | | 11/01/95 002 |
| D. L. Dies | SSHR-T-20726 | 11/16/98 | | 07/02/96 002 |

The former SSW Dalhart engineer roster used to place engineers in the Southwest Hub currently stands as follows:

| NAME | SEN | DATE | | HUB | ANNIV |
|---------------------|-----------|----------|--------|--------|----------|
| 1759 K W PRATT | 443724063 | 11/16/98 | 1 305 | SW3 | 10/11/95 |
| 1760 C S ELLSWORTH | 492883294 | 11/16/98 | 2 305 | SW3 | 10/16/95 |
| 1761 M D COLLIER | 498860463 | 11/16/98 | 3 305 | SW3 | 10/30/95 |
| 1762 J L MOORE | 464913673 | 11/16/98 | 4 305 | SW3 | 09/01/95 |
| 1763 W L JINES | 461577702 | 11/16/98 | 5 305 | SW3 | 10/11/95 |
| 1764 W K BARNETT | 062400456 | 11/29/98 | 1 305 | SALIN | 01/04/95 |
| 1765 J R BARBER | 512806154 | 11/29/98 | 2 305 | SALIN2 | 01/09/95 |
| 1766 C L CLEMENTS | 510585120 | 11/29/98 | 3 305 | SALIN2 | 03/23/95 |
| 1767 B A LAPHAM | 511660225 | 11/29/98 | 4 305 | SALIN2 | 03/17/95 |
| 1768 R L RICHARDSON | 511622316 | 11/29/98 | 5 305 | SALIN2 | 03/23/95 |
| 1769 G L HAYES | 509623471 | 11/29/98 | 6 305 | SALIN2 | 09/14/78 |
| 1770 G N WALLACE | 509520215 | 11/29/98 | 7 305 | SW3 | 07/10/95 |
| 1771 P N PAYNE | 463849822 | 11/29/98 | 8 305 | SALIN2 | 08/06/95 |
| 1772 E C BOTT | 513546083 | 11/29/98 | 9 305 | SALIN2 | 09/11/95 |
| 1773 J C MELLINGER | 510781550 | 11/29/98 | 10 305 | SALIN2 | 09/11/95 |
| 1774 C M LAMBERT | 514927985 | 11/29/98 | 11 305 | SALIN2 | 09/11/95 |
| 1775 G E MORTON | 465135767 | 11/29/98 | 12 305 | SALIN2 | 05/29/95 |
| 1776 M A KRAUSE | 511761672 | 11/29/98 | 13 305 | SALIN2 | 10/30/95 |
| 1777 J R IVERSON | 002467357 | 11/29/98 | 14 305 | SALIN2 | 10/30/95 |
| 1778 B D FUNK | 303685810 | 11/29/98 | 15 305 | SALIN2 | 10/30/95 |
| 1779 R B THOMPSON | 511487303 | 11/29/98 | 16 305 | SALIN2 | 10/30/95 |

Please advise if you want any further adjustment of these engineers seniority dates.

W B Hutfles
W. B. Hutfles
Director Manpower Planning

UNION PACIFIC RAILROAD COMPANY



NOV 23 1998

1416 DODGE STREET
OMAHA, NEBRASKA 68179

November 19, 1998

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM ROAD
HAZELWOOD MO 63042

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

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

MR DON M HAHS
VICE PRESIDENT BLE
1011 ST ANDREWS
KINGWOOD TX 77339

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

Gentlemen:

Reference is made to the UP-BLE Expanded Salina Hub Agreement and specifically Attachment "B" thereof.

During the roster canvassing for subject hub, it was determined the number of turns listed in Attachment "B" was based upon a hypothetical example rather than actual equity data. I asked Mr. J. T. Cooley, Senior Analyst, to supply the data to Local Chairman R. T. Buttrey using the period of August 1, 1995 through July 31, 1996. Mr. Buttrey advises Attachment "B" should be modified. The proposed change to Attachment "B" is attached for your information and review. Carrier's records indicate the number of turns currently operating Herington to Kansas City and Herington to Pratt approximate the number shown on the revised Attachment.

The Carrier will not make any changes unless concurrence is received, in writing, from the respective General Committees. Please advise the undersigned if you are agreeable or not to the changes shown.

Yours truly,

R. B. Weiss

R. B. WEISS
MANAGER-LABOR RELATIONS

G:\LABOR\OPS\WPCMERGR\111998A.RBW(1)

BLE EXHIBIT 19
Page 1 of 2

ATTACHMENT "B"
POOL ALLOCATION

Herington - Kansas City (former SSW 100%)

1. SSW
2. SSW
3. SSW
4. SSW
5. SSW
6. SSW
7. SSW
8. SSW
9. SSW
10. SSW
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17. SSW
18. SSW
19. SSW

20. SSW
21. SSW
22. SSW
23. SSW
24. SSW
25. SSW
26. SSW
27. SSW
28. SSW
29. SSW
30. SSW
31. SSW
32. SSW
33. SSW
34. SSW
35. SSW
36. SSW
37. SSW
38. SSW

Herington - Pratt (former SSW 100%)

1. SSW
2. SSW
3. SSW
4. SSW
5. SSW
6. SSW
7. SSW
8. SSW
9. SSW

10. SSW
11. SSW
12. SSW
13. SSW
14. SSW
15. SSW
16. SSW
17. SSW
18. SSW

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



BROTHERHOOD OF LOCOMOTIVE ENGINEERS

M.R. STEPHENS, SEC'Y TREAS
ROUTE 2 BOX 2250
SCOTT CITY, MO 63780



GENERAL COMMITTEE OF ADJUSTMENT
ST. LOUIS SOUTHWESTERN RAILWAY LINES
D. E. THOMPSON, CHAIRMAN
414 MISSOURI BOULEVARD
SCOTT CITY, MO 63780
PHONE (573) 264-3232
FAX (573) 264-3735

November 30, 1998

ICC-307-21

Randy Weiss, Manager
Labor Relations
Union: Pacific Railroad
1416 Dodge Street
Omaha, NE 68179

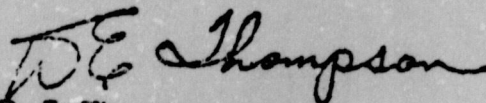
Reference: Your letter of November 19, 1998, UP/BLE Expanded Hub Agreement with Attachment "B".

Dear Sir:

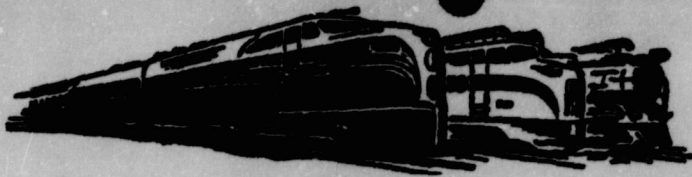
I do not agree with the eighteen (18) positions, Herington - Pratt given the number of assignments in place during the year test period. The number should have been twenty-two (22) to twenty-four (24) positions.

I have discussed this with Vice Chairman, M. O. Coats and the Local Chairman who stated that they agreed to the numbers as shown in Attachment "B"; therefore, this Committee will agree to the numbers.

Yours truly,


D. E. Thompson

cc: C. R. Rightnowar, GC/BLE
M. A. Young, GC/BLE
D. M. Hahs, VP/BLE
J. L. McCoy, VP/BLE
BLE Division 708, 740, 251



BROTHERHOOD OF LOCOMOTIVE ENGINEERS

M.R. STEPHENS, SEC'Y TREAS
ROUTE 2 BOX 2250
SCOTT CITY, MO 63780



GENERAL COMMITTEE OF ADJUSTMENT
ST. LOUIS SOUTHWESTERN RAILWAY LINES
D. E. THOMPSON, CHAIRMAN
414 MISSOURI BOULEVARD
SCOTT CITY, MO 63780
PHONE (573) 264-3232
FAX (573) 264-3735

May 3, 1999

ICC-307-21

Mike A Hartman, General Director
Labor Relations - UP
1416 Dodge Street
Omaha, NE 68179

Reference: Attachment "B" Expanded Salina Hub Merger Agreement

Dear Mr. Hartman:

Enclosed you will find two (2) attachment "B". One shows the correct numbers. I do not know why the other shows only 12 SSW positions.

Attachment "B" was negotiated and initialed for 100% of 38 SSW turns between Herington and Kansas City and 100% of 18 SSW turns between Herington and Pratt. When I signed the agreement, attachment "B" showed the correct numbers which were agreed to by the parties.

When I received the completed signed copy of the agreement, attachment "B" showed only 12 SSW turns on both pools which must be changed to the numbers as agreed.

Please provide corrected copy of attachment "B" to UP General Chairmen Rightnowar and Young with copy to BLE Vice Presidents McCoy and Hahs. I would further request cover letter explaining the corrected numbers in attachment "B".

Please advise your decision.

Yours truly,

D. E. Thompson

BLE EXHIBIT 21
Page 1 of 4

Enclosures

cc: J. L. McCoy, VP, BLE
D. M. Hahs, VP, BLE
M. A. Young, GC, BLE
C. R. Rightnowar, GC, BLE
J. M. Raaz, AVP, UP
L. A. Lambert, Lab. Rel., UP
R. B. Weiss, Lab. Rel., UP

ATTACHMENT "B"
POOL ALLOCATION

Herington - Kansas City (former SSW 100%)

1. SSW
2. SSW
3. SSW
4. SSW
5. SSW
6. SSW
7. SSW
8. SSW
9. SSW
10. SSW
11. SSW
12. SSW
13. SSW
14. SSW
15. SSW
16. SSW
17. SSW
18. SSW
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27. SSW
28. SSW
29. SSW
30. SSW
31. SSW
32. SSW
33. SSW
34. SSW
35. SSW
36. SSW
37. SSW
38. SSW

Herington - Pratt (former SSW 100%)

1. SSW
2. SSW
3. SSW
4. SSW
5. SSW
6. SSW
7. SSW
8. SSW
9. SSW

10. SSW
11. SSW
12. SSW
13. SSW
14. SSW
15. SSW
16. SSW
17. SSW
18. SSW

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

ATTACHMENT "B"
POOL ALLOCATION

Herington - Kansas City (former SSW 100%)

1. SSW
2. SSW
3. SSW
4. SSW
5. SSW
6. SSW

7. SSW
8. SSW
9. SSW
10. SSW
11. SSW
12. SSW

Herington - Pratt (former SSW 100%)

1. SSW
2. SSW
3. SSW
4. SSW
5. SSW
6. SSW

7. SSW
8. SSW
9. SSW
10. SSW
11. SSW
12. SSW

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

UNION PACIFIC RAILROAD COMPANY

MAY 12 1999

1416 Dodge Street
Omaha, Nebraska 68179



May 10, 1999

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
320 BROOKES DR STE 115-118
HAZELWOOD MO 63042

MR DON M HAHS
VICE PRESIDENT BLE
1011 ST ANDREWS
KINGWOOD TX 77339

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

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

Gentlemen:

Enclosed herewith is a copy of a letter dated May 3, 1999, addressed to Mr. M. A. Hartman concerning Attachment "B" of the UP-BLE Expanded Salina Hub Agreement.

The letter is self-explanatory. If you are agreeable to the changes/corrections suggested by Mr. Thompson, please notify the undersigned, in writing, and a revised Agreement will be provided each of you.

Yours truly,

R B Weiss

R. B. Weiss
Manager Labor Relations

Enc.

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

BLE EXHIBIT 22

APPENDIX E

NEW YORK DOCK ARBITRATION

BOARD NO. 331

UNION PACIFIC RAILROAD

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

UNION PACIFIC-EASTERN DISTRICT

UP GENERAL COMMITTEE SUBMISSION

**MR. ECKHARD MUESSIG
NEUTRAL AND CHAIRMAN
January 18, 2000**

UP Committee's questions at issue:

- 1. In the Expanded Salina Hub merger implementing agreement are all employees who were in engineer training on the day of implementation, May 1, 1999, prior righted or are only those employees who were in engineer training on July 16, 1998 entitled to be granted prior rights?**
- 2. What is the correct number of prior righted pool turns for former SSW engineers in the Herington-Kansas City pool and the Herington-Pratt pool as indicated in Article I, B, 2 and Attachment "B" of the Expanded Salina Hub merger implementing agreement?**
- 3. In accordance with Article I, B, 2 of the Expanded Salina Hub merger implementing agreement does the granting of prior rights to specific assignments for former SSW employees require a responsibility of those employees to protect those rights ahead of any other employees?**

ISSUE NO. 1.

In the Expanded Salina Hub merger implementing agreement are all employees who were in engineer training on the day of implementation, May 1, 1999, prior righted or are only those employees who were in engineer training on July 16, 1998 entitled to be granted prior rights?

COMMITTEE'S STATEMENT OF FACTS:

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 (NYD) labor protective conditions. (Decision 44 of the STB is attached as Exhibit A.)

As a result of the STB approval, the Carrier served a notice under Section 4 of NYD dated June 4, 1998 on the BLE organization to cover the area known as the Expanded Salina Hub (Exhibit B). This area included the on-duty points of Salina, Kansas, Wichita, Kansas, and Herington, Kansas.

Negotiations were undertaken almost immediately to cover all BLE represented employees in the hub including the former SSW Engineers at Herington and Pratt, Kansas. The Agreement was ratified by the affected BLE membership in the Expanded

Salina Hub on or about October 16, 1998. (Exhibit C)

As a result of the negotiations, the parties entered into a Merger Implementing Agreement effective July 16, 1998. A copy of the BLE Expanded Salina Hub Implementing Agreement is attached as Exhibit D for the Board's ready review.

The Agreement restructured former Engineer seniority of UP, MPUL and SSW Engineers in the Salina Hub and reallocated forces, expanding their work opportunities and in some cases, moving them from locations where lines would be abandoned or would have a cessation of service.

The negotiated agreement (Article X) provides that all employees who had an Engineers seniority date working in the Hub territory on July 16, 1998 were to be canvassed for prior righting purposes and were allowed certified NYD protection. Canvassing of the affected employees took place between November 16 and November 20, 1998 at Omaha, Nebraska with all hub BLE Local Chairmen participating.

Based on the specific provisions of the ratified Agreement all Engineers were given new seniority in the Hub and granted prior rights in one of the two (2) newly created zones. Certain employee groups were also granted prior rights to some specific assignments in the hub territory. The new hub seniority also permitted employee's flexibility to move between the zones. The Agreement was implemented on May 1, 1999.

POSITION OF THE COMMITTEE:

In the UP/SP merger I represented Engineers in the Salt Lake City hub, the

Denver hub, the Salina Hub and the Kansas City hub. In each of these hubs some form of prior right seniority was granted to Engineers. In each case we addressed which employee would be entitled to prior rights by zones or to assignments, by using an established date. This hub agreement is no different.

Article II of the Expanded Salina agreement provided for the creation of a new seniority roster and granted prior rights to engineers working as engineers on July 16, 1998 or were demoted engineers on that date.

These provisions did not cover those employees who were in training to be engineers, unless specifically addressed in the implementing agreement. In the Expanded Salina hub agreement the parties specifically addressed one group of the Engineer trainees in Side Letter No. 18, dated July 16, 1998, but no others. I have attached a copy of that Side Letter for your ready review identified as Exhibit E.

The dispute progressed to this Board by the former SSW Committee is an attempt to grant prior rights to an Engineer training class started well after the effective date of the agreement. Further, this trainee class was not addressed in Side Letter No. 18 or with any other understanding. Accordingly, this is simply an attempt by the SSW Committee to gain an undue seniority advantage to move junior engineers ahead of senior employees.

It is this Committee's position that prior rights seniority cannot be granted to employees who were not in the craft on the effective date of the agreement or who were not specifically addressed by the parties in negotiation.

The effective date for prior rights has been consistent and uniform in other hub

negotiations on this property. For example: Article II, F of the Salt Lake City Hub Agreement states:

"Student Engineers in training on December 1, 1996 will be assigned prior rights based on the area designated in the bulletin seeking application for engine service."

Article II, A, 3 of the Denver Hub Agreement states;

"New employees hired and placed on the new roster on or after December 1, 1996 will have no prior rights but will have roster seniority rights in accordance with the zone and extra board provisions set forth in this agreement."

The same is true in the instant case before this Board. The record is clear that Article X of the Expanded Salina hub merger implementing agreement set July 16, 1998 as the agreed upon effective date for setting engineer seniority and prior rights. The parties agreed to this date in negotiations and the employees ratified the agreement with the established cut-off date declared. This is consistent with the handling of establishing dates in other merged hubs within this same territory of the UP and ratified by the affected employees in the same manner.

Notwithstanding these documented agreement facts, an internal definition of the 'effective date' was addressed by the BLE International office to the UP Chairmen by letters dated September 20 and 29, 1999, which only further supports this Committee's position that Article X of the Expanded Salina hub agreement is controlling as the effective date for establishing seniority rights. I have attached a copy of that correspondence for the Board's ready review and marked it as Exhibit F.

This Committee respectfully requests that this Board find that issue No. 1 in this

case is supported by the clear, unambiguous language of the agreement and that the July 16, 1998 date is controlling for granting prior rights seniority in the Expanded Salina Hub.

ISSUE NO. 2

What is the correct number of prior righted pool turns for former SSW engineers in the Herington-Kansas City pool and the Herington-Pratt pool as indicated in Article I, B. 2 and Attachment "B" of the Expanded Salina Hub merger implementing agreement?

COMMITTEE'S STATEMENT OF FACTS:

This is yet another merger implementing agreement provision that the former SSW Committee desires to attempt to revise 'after the fact'.

The original Attachment 'B' (**Exhibit G**) from the July 16, 1998 Expanded Salina hub merger implementing agreement provides for 12 prior righted SSW pool slots in the Herington (home terminal) to Kansas City (far terminal) and 12 SSW prior righted pool slots in the Herington (home terminal) to Pratt (far terminal) pool.

This was the agreement provision communicated to the affected hub BLE rank and file for voting purposes, which they ratified with those specific terms and conditions.

Nonetheless, there are those who want to have this Board, and others, believe that Attachment "B" was merely an example of the allocated pool slotting at Herington.

After a review of the record the Board will clearly determine that no where in the merger implementing agreement is it noted that Attachment "B" is only an example. In fact, Article I, B, 2 and Article I, B, 3 the parties specifically clarify the pool slotting conditions for the former SSW Engineers in the Herington - Kansas City pool and the

Herington – Pratt pool with the following specific language:

"This pool shall be slotted, and Attachment "B" lists the slotting order for the pool. Former SSW engineers shall have prior rights to such pool." (emphasis added)

Moreover, Side Letter No. 15 clearly addressed the terms relative to the slotting issue with the following clarification:

"... to develop equity data for roster formulation and slotting of freight pools associated with the Salina Hub. The results of this meeting will be appended to this Agreement prior to it being disseminated for a ratification vote." (emphasis added)

It is this Committee's position that the pool slotting allocation was agreed to by the affected parties prior to a BLE membership vote, consistent with the agreement provisions. If not, the proposed agreement could not have been advanced to the affected employees in accordance with the specific agreement provisions. Accordingly, the facts indicate that Attachment "B" of the agreement (**Exhibit G**) as presented is the correct version that the affected employees reviewed, voted on and ratified in October, 1998.

It was later, after ratification procedures closed, that the SSW Committee attempt to revise their position and confirmed by letter dated November 30, 1998 from Chairman Thompson (**Exhibit H**) that the SSW allocation in the Herington - Pratt pool should be 22-24 and that *"..this Committee will agree to the numbers."*

It is this Committee's position that Thompson's November 30, 1998 letter seeking revisions is inappropriate and contrary to the negotiated merger implementing agreement, specifically Side Letter No. 15, and was properly disputed. Further, this Committee believes that all the conditions of the implementing agreement, including

Side Letter No. 15, were observed. Therefore, this Board must conclude from the record, as we have, that any further revisions to the controlling terms and conditions of Attachment "B" at this point would be ill-timed, if not completely improper.

Notwithstanding those clear facts, by some other inventive permutation it now appears that the former SSW Committee believes that the SSW pool allocations should be revised to be 36 in the Herington - KC pool and 18 in the Herington-Pratt pool.

The employees become more confused everyday as the allocated slots are constantly attempted to be revised by the former SSW with new creative methodology. More importantly, this Board must bear in mind that these connoted revisions to the SSW pool allocations are not the terms and conditions presented in the proposal that the affected hub Engineers voted on and ratified in October, 1998.

To summarize, this Committee believes that this Board should easily determine from the factual record that the original proposed hub agreement that was sent to the employees, ratified by a vast majority of the BLE affected membership (85.6%), which included the former SSW Engineers, should stand as the controlling agreement provision in this issue.

This Committee respectfully requests that the Board find that issue No. 2 in this case is supported by the clear, unequivocal language of the agreement and that the ratified Attachment "B" of the July 16, 1998 agreement is controlling for establishing the SSW allocated pool slots in the Herington pools in the Expanded Salina Hub.

ISSUE NO. 3

In accordance with Article I, B, 2 of the Expanded Salina Hub merger implementing agreement does the granting of prior rights to specific assignments for former SSW employees require a responsibility of those employees to protect those rights ahead of any other employees?

COMMITTEE'S STATEMENT OF FACTS:

This Board will recognize Article I, and Article II of the Expanded Salina Hub merger implementing agreement created two (2) separate prior right zones (Zone 1 and Zone 2) for the territory covered by the agreement. More importantly the agreement grants prior rights to Engineers working in their respective Zone based on the July 16, 1998 controlling date.

Article I, B, 2 further clarified the Zone 2 prior rights for the former SSW Engineers in the Herington – Kansas City pool with the following language:

"This pool shall be slotted; and Attachment "B" lists the slotting order for the pool. Former SSW engineers shall have prior rights to such pool." (emphasis added)

Article I, B, 3 further clarified the Zone 2 prior rights for the former SSW Engineers in the Herington – Pratt pool with the following language:

"This pool shall be slotted, and Attachment "B" lists the slotting order for the pool. Former SSW engineers shall have prior rights to such pool." (emphasis added)

It is the position of this General Committee that the clear design and intent of the agreement was to grant prior rights seniority to those employees who formerly protected that work in that territory. In fact, in negotiations it was a demand of the SSW representatives. Nonetheless, as this Tribunal well understands with prior rights seniority comes the responsibility to protect those rights.

Accordingly, this Committee can assure the Board that it was the intent of the parties to fill the allocated pool slots with prior righted SSW Engineers from Zone 2. Moreover, it is my position that if a vacancy exists on any of the SSW slotted pool positions, identified in Attachment "B", then it is a requirement upon a prior righted SSW Engineer to fill it ahead of any other Zone 2 Engineer.

To clarify the point concerning prior rights to the pool the parties in Article I, B, 2, and Article I, B, 3 stated the following regarding the allocated slots in each pool:

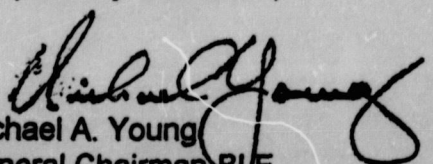
"...or any of such turns be unfilled by a prior rights engineer, they shall be filled from the zone roster, and thereafter from the common roster."

The Board must note that the parties took great strides to define the manner in which to fill these Pool slots. Accordingly, the Board cannot reach any other conclusion than the former SSW has an explicit obligation by agreement to fill these pool positions in accordance with their prior rights seniority.

The Interpretation of the Board on this question must follow the specific language of the merger agreement and conclude that the former SSW employees have a duty under the agreed upon terms and conditions to protect their prior rights seniority to these specific pool assignments ahead of other employees.

Consequently, this Committee requests that the Board find that the Question at Issue No. 3. be answered in the affirmative.

Respectfully Submitted;


Michael A. Young
General Chairman-B/E
Union Pacific-Eastern District

STB

FD-32760 (SUB37)

2-29-00

A

197612

6

OF

6

NOTE: 123 miles is 90 rail miles between Kansas City and Hiawatha and half (33 miles) of the line between Hiawatha and Upland.

3. The number of trains operating via the Hiawatha route will be maintained by both the Carrier and the Local Chairman and at the end of the 90 consecutive days, the count for this period will be reviewed and the agreed-upon number will generate the necessary credit miles.

EXAMPLE: 100 trains times 123 miles equals 12,300 credit miles.

4. The total number of credit miles for the 90-day period will be divided by 3800 miles (average miles for a pool turn in a month) and this number will generate the number of Zone 1 pool turns in the Kansas City/Marysville pool

EXAMPLE: 12,300 credit miles for the 90-day measurement period divided by 3800 miles equals 3.23 or 3 pool turns.

5. The Zone 1 pool turns in the Kansas City/Marysville pool will in turn create debit miles: via Hiawatha will generate 177 debit miles and via Topeka 290 (145 each way) debit miles. Zone 1 pool turns will remain in effect as long as the amount of credit miles in each review period equates to pool turns.

In the event the amount of credit miles is less than 3800 miles, the pool turns will be discontinued until such time as the credit miles are again reflective of Zone 1 pool turns.

6. When Zone 1 turns are established, assignments to such turns will be filled from prior right Zone 1 employee but will be protected by the Zone 2 Kansas City/Marysville extra board. In the event the turns are absent of voluntary applications, the turns will be filled by force assigning the junior employee on the Zone 1 extra board identified in Article III, A 5 b of the Kansas City Hub Merger Implementing Agreement.
7. The first 90-day measurement period described in Items 2 through 4 above, will operate independently from the second and all other measurement periods, which will be every thirty (30) days thereafter
8. The agreed-upon conditions set forth above will be applied for at least ninety (90) days, at which time the parties shall meet to amend the provisions of this Agreement or continue to apply the conditions set forth above.

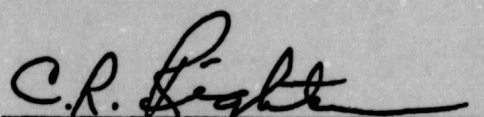
This agreement is effective upon execution and is subject to cancellation by thirty (30) days' advance written notice served by one party upon the other of its intent to cancel the agreement, in which event the parties will meet

within such thirty-day period in an effort to discuss and attempt to resolve whatever issues gave rise to the cancellation notice being served. If agreement cannot be reached upon cancellation, existing agreement rules will apply.

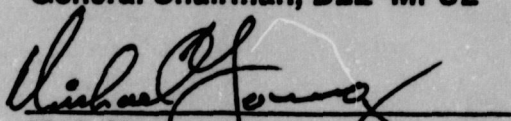
9. This Memorandum of Agreement is made without prejudice to either party's position and will not be cited as a precedent in any future situation. By adopting this Agreement, it is not the intent of the parties to permit Zone 2 crews to operate north of Hiawatha towards Falls City/Omaha.

Signed this 7 day of JANUARY, 1999.

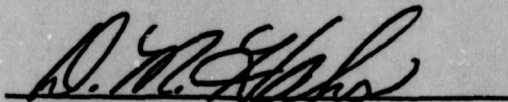
**FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**



**C. R. Rightnowar
General Chairman, BLE MPUL**

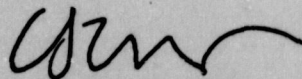


**M. A. Young
General Chairman, BLE ED**



**D. M. Hahs
Vice President, BLE**

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**



**L. A. Lambert
General Director Labor Relations**

EMPLOYEES EXHIBIT 1D
Page 105 of 105

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

UNION PACIFIC RAILROAD COMPANY

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



January 4, 1999

File: #1301049996

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

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE
CHEYENNE WY 82001

MR C R RIGHTNOWAR
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM ROAD
HAZELWOOD MO 63042

MR DON M HAHS
VICE PRESIDENT BLE
1011 ST ANDREWS
KINGWOOD TX 77339

Gentlemen:

This refers to Side Letter #22 of the Kansas City Hub Merger Implementing Agreement.

In accordance with the above Side Letter, the parties hereby agree yard equity assignments in the Greater Kansas City Terminal will be as follows:

Prior Right Zone 1 Engineers - 56 %
Prior Right Zone 2 Engineers - 19 %
Prior Right Zone 4 Engineers - 25 %

The equity percentages in the Greater Kansas City Terminal will remain unchanged and will apply with respect to engineers holding prior right zone seniority under the Kansas City Hub Merger Agreement.

Yours truly,

L. A. LAMBERT

1-7-99

(DATE)

1-7-99

(DATE)

1-7-99

(DATE)

1-16-99

(DATE)

AGREED:

D. E. Thompson, Gen. Chmn.

C. R. Rightnowar, Gen. Chmn.

M. A. Young, Gen. Chmn.

D. M. Hahs, Vice President



Brotherhood of Locomotive Engineers

General Committee of Adjustment, Union Pacific Railroad - Eastern District

1620 Central Ave. • Room 203 • Cheyenne, WY 82001 • (307) 635-6736 • FAX (307) 634-1108

RANDY SCHNEIDER
Vice General Chairman

MICHAEL YOUNG
General Chairman

DON LeSAGE
Secretary-Treasurer

June 23, 1999

Mr. L. A. Lambert
General Director-Labor Relations
Union Pacific Railroad Company
1416 Dodge Street - Room 332
Omaha, Nebraska, 68179

Dear Mr. Lambert:

By letter dated May 10, 1999 (attached) I have been advised by Kansas City BLE Local Chairman Schneider that a dispute exists regarding Engineer seniority and placement on the Zone 2 Kansas City hub Engineer rosters.

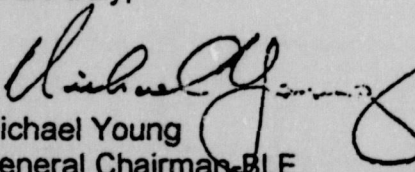
The details of the dispute are clearly defined in his May 10th letter and will not be repeated in this writing.

It is the position of this office that the twelve (12) Engineers correct roster placement and standing is in dispute and that they properly belong on the KC Zone 2 roster with prior rights to Zone 2. The facts clearly determine this position as the advertised bulletin of October, 1998 indicated that the Engineer class was established for the former Eastern District - Kansas City UP 8th seniority district. Further, it is noted that BLE has properly challenged their standing in accordance with the BLE controlling rule(s).

Accordingly, this is to request that the records be revised to reflect that these 12 UP Engineers be properly placed on the Zone 2 prior righted roster in the KC hub. I have identified and listed these 12 Engineers in their proper standing from the senior Engineer (Nowak) to the junior Engineer (Wilson) for your ready reference.

Your early attention to this matter will be greatly appreciated.

Yours truly,


Michael Young
General Chairman BLE
UP/Eastern District

#46
EMPLOYEES EXHIBIT
Page 3

Page 2
June 23, 1999

cc: Randy Schnieder-LC BLE Kansas City
ST-BLE Division 81
C. R. Rightnowar-General Chairman-BLE

ZONE 2 ENGINEERS IN DISPUTE:

1. D. R. NOWAK...SSA...511-48-9916
2. J. K. WARE SSA...484-78-8053
3. D. D. NEAL.....SSA...334-70-9158
4. J. J. ODELLSSA...496-90-3465
5. D. W. HOEPPNER ...SSA...496-86-3337
6. C. F. METZGER...SSA...514-80-5102
7. 7. W. G. HUFF....SSA... 494-76-4471
8. J. T. WHITE ...SSA...514-80-2973
9. M. C. COAKLEY...SSA...500-88-7042
10. L. W. STEVENS...SSA...513-94-7298
11. K. W. STEVENS...SSA...513-94-6605
12. M. E. WILSON...SSA...495-62-1304

EMPLOYEES EXHIBIT 9

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 16, 1999

File: 110.61-20

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

RECEIVED BLE-GCA
JUL 19 1999
UNION PACIFIC - CO
CHEYENNE, WYOMING

Dear Sir:

This is in reply to your Organization's letter of June 23, 1999 requesting records be revised to reflect twelve (12) specific engineers with prior rights to Zone 2 of the Kansas City Hub Merge Roster.

The following provisions of the Kansas City Hub Merger Agreement are quoted in pertinent part:

"ARTICLE II

"A. . . . A new seniority district will be formed and a master engineer seniority roster - UP/BLE Kansas City Merge Roster # 1 will be created for engineers holding seniority in the territory comprehended by this Agreement on the effective date thereof.

"F. . . . Engineers borrowed out from locations within the hub and engineers in training on the effective date of this Agreement shall also participate in the formulation of the roster described above.

"ARTICLE X - EFFECTIVE DATE

This Agreement implements the merger of the Union Pacific and SSW/SPCSL Railroad Operations in the area covered by notice dated January 30, 1998

"Signed at Denver, Colorado this 2nd day of July 1998."

Also, attached is a letter of September 17, 1998 from General Director Hartman to your Organization as well as the other affected BLE Committees, wherein it is held that engineers who enter the training program and are promoted subsequent to implementation date will only establish common (hub) seniority. He concludes this letter by stating that unless he hears from your Organization to the contrary, he will assume concurrence on the contents of this letter is correct. The record is undisputed that no reply was proffered by any of the BLE Committees.

Mr. Young
July 16, 1999
File: 110.61-20
Page 2

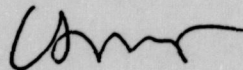
On the issue at hand, the twelve (12) specific engineers in question entered the training program prior to the implementation of the Kansas City Hub Merger Agreement, but were not promoted until just recently. Accordingly, based on the above citations, there is no contractual support for granting these employees prior rights in the Kansas City Hub Merge Roster.

There is no dispute as to the specific language in the October 1998 Bulletin for Engineer Promotion. The specific language however, was required because as of that time period the merger agreement had not been implemented. As such, the Bulletin could only apply and affect those former Eastern District Seniority Trainmen for the former seniority district of the BLE. It was not until the Bulletin was closed that Carrier advised your Organization the Merger Agreement would be implemented on January 16, 1999. Providing prior rights to these employees on the basis of the October Bulletin is without foundation. The Bulletin language was, at that time, contractually correct and while the employees may have perceived prior rights would be provided, the Merger Agreement language does not support such position.

Again, your Organization's request for prior rights must be rejected based upon the undisputed language of the Merge Agreement.

As a final note, your Organization states in its letter that the "...BLE has properly challenged their standing in accordance with the BLE controlling rule(s)", yet, the record is void of any such challenge except your Organization's letter in question.

Yours truly,



L. A. LAMBERT

CC: C. R. Rightnowar
Harry Straub - WT008
Tom Dein - WT007
Bill Hutfles - WT008

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68173



September 17, 1998

Mr. D. E. Penning
General Chairman BLE
12531 Missouri Bottom Road
Hazelwood, MO 63042

Mr. M. A. Young
General Chairman BLE
1620 Central Ave.
Cheyenne, WY 82001

Mr. D. E. Thompson
General Chairman BLE
414 Missouri Blvd
Scott City, MO 63780

Mr. John R. Koonce
General Chairman BLE
5050 Poplar Ave., STE 501
Memphis, TN 38157

Gentlemen:

This has reference to the Kansas City Hub Merger Agreement.

During roster canvassing a question arose regarding seniority of engineers who enter the training program and are promoted subsequent to implementation date. The question was whether they established zone prior rights seniority or only common (hub) seniority. Of course the answer is that they only establish common (hub) seniority. However, in searching for the specific language which states that intent, I was unable to locate definitive language to that effect such as we have incorporated into our other hub agreements. Apparently we inadvertently omitted that language in the Kansas City Hub agreement.

Although that intent may be more obscure in the Kansas City Hub language, I am certain you will all concur as to the intent of the parties that engineers promoted in the future will only establish common hub seniority and do not establish prior rights to any particular zone. Unless I hear from you to the contrary, I will assume you concur with the contents of this letter.

Yours truly,

M. A. Hartman
General Director-LR

cc: Mr. Don Hahs, Vice President BLE
Mr. Jim McCoy, Vice President BLE

July 2, 1998

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

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

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

MR M A YOUNG
GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This refers to the Merger Implementing Agreement for the Kansas City Hub entered into this date, and particularly Article II.F.

As discussed, there are currently a group of engineers in training for Dalhart/Pratt. Under the SSW Agreement and seniority provisions, some of these trainees bid the training vacancies from Kansas City with the hope they could hold seniority in the Kansas City Hub after implementation of the merger. It was agreed that these trainees would stand to be canvassed for establishment of seniority in the Kansas City Hub if the roster sizing numbers are such that there are roster slots for them. If not, there is no requirement that they be added to the Kansas City Hub roster.

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

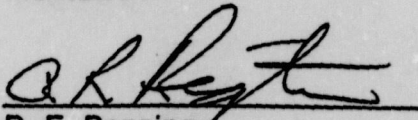
Yours truly,

M. A. Hartman

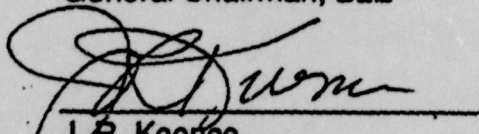
M. A. Hartman
General Director-Labor Relations

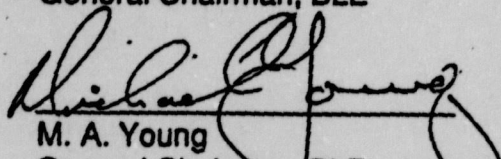
Side Letter No. 21
July 2, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. J. R. Koonce
Mr. M. A. Young
Page 2

AGREED:


D. E. Penning
General Chairman, BLE

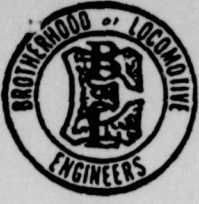

D. E. Thompson
General Chairman, BLE


J. R. Koonce
General Chairman, BLE


M. A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE



Brotherhood of Locomotive Engineers

KANSAS CITY - DIVISION 81 UNION PACIFIC RAILROAD - EASTERN DISTRICT

LOCAL CHAIRMAN - RANDY S. SCHNEIDER 12821 KING OVERLAND PARK KS
PHONE & FAX (913) 681-1789 66213

May 10, 1999

M.A. Young
General Chairman-BLE
1620 Central Ave Room 203
Cheyenne, WY 82001

RECEIVED BLE-GCA
MAY 14 1999
UNION PACIFIC - ED
CHEYENNE, WYOMING

Dear Mike:

It has come to my attention that the 12 student engineers that entered engine service on December 12, 1998, and are in the process of finishing their 6-month training program in which several are already qualified, are shown on the Kansas City Hub Rosters as only common seniority within the entire KC Hub.

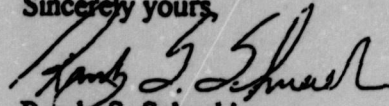
I strongly dispute this placement of seniority and appeal that these 12 students' seniorities belong to Zone 2, as prior righted engineers. This is based on the Engineer's Vacancy Bulletin No. (E-62825-SD08) (attached), and a copy of the 1999 Engineers Training Classes Northern Region (attached). The attached bulletin specifically states "This training program will be used to secure personnel to work the Kansas City, 8th District Road Engine Service at Kansas City, Mo." In addition, the attached training schedule also states that the Seniority District will be the 8th District.

These 12 students bid on these jobs with the understanding, according to the Carrier's own information, that they would hold protected seniority in the 8th District. These bids closed out on October 25, 1998, and with the uncertainty of when the Kansas City Hub would even be implemented. (as notice was not yet served to the BLE, as to the date of implementation.) they made the choice to enter engine service to hold rights on the 8th District Seniority Roster.

In closing, also on the bulletin, you will notice that first preference was given to the 9th District Trainmen, of the Eastern District, which all 12 students were from the 9th District. The next class of student engineers that are to begin on May 15, 1999, first preference was given to the entire Kansas City Hub Trainmen to be awarded by seniority.

Any further information I can provide please advise. Your prompt attention to this very important matter will be greatly appreciated.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Randy S. Schneider". The signature is fluid and cursive, with the first name "Randy" being more prominent.

Randy S. Schneider
Local Chairman-BLE

cc: C.R. Rightnower-General Chairman BLE

ADMINISTRATIVE MESSAGE NO. 109 FROM LATA H991928 R.S. SCHNEIDER
DATE 05/07/99 13:06

UNION PACIFIC RAILROAD CO. MIDWEST SERVICE UNIT
ENGINEMEN'S VACANCY BULLETIN NO. (E-62825-SD08)

LOCATION: KANSAS CITY, MO.

DATE AND TIME ADVERTISED: 10/10/98 12:00
DATE AND TIME CLOSED: 10/25/98 12:00 ✓

BIDS WILL BE RECEIVED FOR 12 POSITIONS TO ENTER AN ENGINE SERVICE TRAINING PROGRAM. SUCCESSFUL APPLICANTS WILL RECEIVE TRAINING FOR ENGINE SERVICE AND UPON COMPLETION OF PROGRAM WILL BE ASSIGNED AT KANSAS CITY, MO. THIS TRAINING PROGRAM WILL BE USED TO SECURE PERSONNEL TO WORK THE KANSAS CITY, 8TH DISTRICT ROAD ENGINE SERVICE AT KANSAS CITY, MO. KANSAS CITY TO MARYSVILLE, KS

TRAINMEN ELIGIBLE TO BID WILL BE ANYONE ASSIGNED TO THE ZONE 100 ROSTER. ZONE 100 ROSTER INCLUDES TRAINMEN ON THE 1ST DISTRICT, 2ND DISTRICT, 3RD DISTRICT, 4TH DISTRICT, 9TH DISTRICT, 10TH DISTRICT, 11TH DISTRICT, NEBRASKA DIVISION YARDS, AND KANSAS DIVISION YARDS. FIRST PREFERENCE WILL BE GIVEN TO 9TH DISTRICT TRAINMEN.

SENIOR APPLICANTS WILL REMAIN ON THEIR ASSIGNMENTS UNTIL THE START OF TRAINING FOR ENGINE SERVICE. THEY WILL BE NOTIFIED PRIOR TO STARTING TIME AND DATE.

APPLICANT DESIRING ASSIGNMENT WILL CALL THE OMAHA CREW MANAGEMENT SYSTEMS BID/ APPLICATION RECORDER AT 8-997-3431. PLEASE GIVE YOUR NAME, INITIALS, SOCIAL SECURITY NUMBER, SENIORITY DATE, BULLETIN NUMBER AND YOUR DESIRED CHOICES. BLTN DESK 800-877-0307

FOR EXAMPLE:

"THIS IS TRAINMAN R. R. BAILEY, 505-00-7631, BIDDING ON BULLETIN E-001-SD05 DATED 12/06/81. MY FIRST CHOICE IS THE BULLETIN VACANCY, SECOND CHOICE IS A CHANGE IN THE CHEYENNE-RAWLINS POOL, AND THIRD CHOICE IS A CHANGE IN THE CHEYENNE-HANNA POOL."

COMMENTS: ANY APPLICANTS WHO SUBMITTED PRIOR BIDS ON PREVIOUS ENGINE SERVICE BULLETINS, WILL NEED TO RESUBMIT APPLICATION FOR THESE VACANCIES

BULLETIN DISPATCHER: MIKE SULLIVAN

PARTY POSTING THIS BULLETIN MUST NOTIFY CMS OMAHA OF RECEIPT OF BULLETIN.
CMS OMAHA NOTIFIED OF RECEIPT OF BULLETIN. DATE - ___/___/___ TIME - ___:___
POSTED BY _____ DATE - ___/___/___ TIME - ___:___

C: POST ALL BULLETIN BOARDS
TRAINMASTERS
LOCAL CHAIRMEN
CMS BULLETIN FILE

EMPLOYEES EXHIBIT F
Page 3 of 2

1999 ENGINEERS TRAINING CLASSES NORTHERN REGION

EMPLOYEES EXHIBIT
Page 4

| Training Date | Location | Seniority District | Trainees | Class Number | Class Location | Class Date | Estimated Qualified | Bulletin Number | Bidders List | User Group |
|---------------|---------------|--------------------|----------|--------------|----------------|------------|---------------------|-----------------|--------------|------------|
| 12/5/98 | CHICAGO | CFT | 6 | SE9903 | CHGO | 1/4/99 | 6/4/99 | LOCO-T-43428 | BIDS-7-43428 | CNWDP |
| 12/5/98 | CHICAGO | EA-01 * | 3 | SE9903 | CHGO | 1/4/99 | 8/5/99 | LOCO-T-43428 | BIDS-1-43428 | CNWDP |
| 12/5/98 | ST. PAUL | CE-05 | 3 | SE9903 | CHGO | 1/4/99 | 6/4/99 | LOCO-T-43428 | BIDS-5-43428 | CNWDP |
| ★ 12/12/98 | KANSAS CITY | 8TH DIST ★ | 12 | SE9906 | CHGO | 1/11/99 | 6/11/99 | KCTY-E-42825 | BIDS-KCTY | BLTN |
| 12/26/98 | NPLATTE | 3RD DIST | 6 | SE9911 | SLC | 1/25/99 | 6/25/99 | NOPL-E-41711 | BIDS-41711 | BLTN |
| 12/26/98 | NPLATTE | 3RD DIST | 6 | SE9911 | SLC | 1/25/99 | 6/25/99 | NOPL-T-58517 | BIDS-58517 | BLTN |
| 1/2/99 | BOONE | SO-03 | 6 | SE9914 | CHGO | 2/1/99 | 7/1/99 | LOCO-T-43428 | BIDS-3-43428 | CNWDP |
| 1/2/99 | CHICAGO | NE-02 * | 5 | SE9914 | CHGO | 2/1/99 | 9/1/99 | LOCO-T-43428 | BIDS-2-43428 | CNWDP |
| 1/23/99 | DENVER | DENVER HUB | 4 | SE9917 | CHGO | 2/22/99 | 7/22/99 | ORDN-E-80410 | BIDS-80410 | BLTN |
| 1/23/99 | MARYSVILLE | 18TH DIST | 5 | SE9917 | CHGO | 2/22/99 | 7/22/99 | MRYV-T-88328 | BIDS-88328 | BLTN |
| 1/23/99 | ST. PAUL | NO-04 | 2 | SE9917 | CHGO | 2/22/99 | 7/22/99 | LOCO-T-67323 | BIDS-4-67323 | CNWDP |
| 3/13/99 | OMC | 1ST DIST | 6 | SE9926 | SLC | 4/12/99 | 9/12/99 | CBLF-E-82725 | BIDS-82725 | BLTN |
| 3/20/99 | HERINGTON | HERINGTON | 12 | SE9929 | SLC | 4/19/99 | 9/19/99 | SSHR-T-75407 | BIDS-75407 | BLTN |
| 4/3/99 | MARYSVILLE | 18TH DIST | 1 | SE9935 | SLC | 5/3/99 | 10/3/99 | MRYV-T-88328 | BIDS-88328 | BLTN |
| 4/3/99 | SMORRILL/BILL | 6TH DIST | 12 | SE9937 | CHGO | 5/3/99 | 10/3/99 | LOCO-T-67519 | BIDS-07519 | CNWDP |
| 4/10/99 | NPLATTE | 2ND DIST | 12 | SE9938 | SLC | 5/10/99 | 10/10/99 | NOPL-E-87827 | BIDS-87827 | BLTN |
| ★ 5/15/99 | KANSAS CITY | KC HUB ★ | 12 | SE9945 | CHGO | 6/14/99 | 11/14/99 | KCTY-T-75507 | BIDS-75507 | BLTN |
| 5/22/99 | CHEYENNE | 4TH DIST | 6 | SE9946 | SLC | 6/21/99 | 11/21/99 | CHEY-E-87927 | BIDS-87927 | BLTN |
| 5/22/99 | CHEYENNE | 5TH DIST | 6 | SE9946 | SLC | 6/21/99 | 11/21/99 | CHEY-E-88027 | BIDS-88027 | BLTN |
| 5/29/99 | NPLATTE | 2ND DIST | 12 | SE9949 | SLC | 6/28/99 | 11/28/99 | NOPL-E-80017 | BIDS-80017 | BLTN |
| 6/12/99 | CHICAGO | EA-01 * | 5 | SE9953 | SLC | 7/12/99 | 2/11/00 | LOCO-T-43428 | BIDS-1-43428 | CNWDP |
| 6/12/99 | GREEN RIVER | 12TH DIST | 3 | SE9953 | SLC | 7/12/99 | 12/12/99 | GRIV-T-75807 | BIDS-75807 | BLTN |
| 6/12/99 | CHICAGO | CFT | 6 | SE9954 | CHGO | 7/12/99 | 12/12/99 | LOCO-T-43428 | BIDS-7-43428 | CNWDP |
| 6/12/99 | ST. PAUL | CE-05 | 5 | SE9954 | CHGO | 7/12/99 | 12/12/99 | LOCO-T-43428 | BIDS-5-43428 | CNWDP |
| 6/12/99 | ST. PAUL | NO-04 | 1 | SE9954 | CHGO | 7/12/99 | 12/12/99 | LOCO-T-67323 | BIDS-8-67323 | CNWDP |
| ★ 6/26/99 | KANSAS CITY | KC HUB ★ | 12 | SE9958 | SCL | 7/28/99 | 12/28/99 | KCTY-E-80117 | BIDS-80117 | BLTN |
| 6/26/99 | BOONE | SO-03 | 5 | SE9959 | CHGO | 7/28/99 | 12/26/99 | LOCO-T-43428 | BIDS-3-43428 | CNWDP |
| 6/26/99 | CHICAGO | NE-02 * | 6 | SE9959 | CHGO | 7/28/99 | 2/26/00 | LOCO-T-43428 | BIDS-2-43428 | CNWDP |
| 6/26/99 | ST. PAUL | NO-04 | 1 | SE9959 | CHGO | 7/26/99 | 12/26/99 | LOCO-T-67323 | BIDS-8-67323 | CNWDP |
| 7/3/99 | CHICAGO | CFT | 1 | SE9981 | SLC | 8/2/99 | 1/2/00 | LOCO-T-43428 | BIDS-7-43428 | CNWDP |