

MERGER IMPLEMENTING AGREEMENT
(Portland Hub)
Zones 2 and 3
between
UNION PACIFIC RAILROAD COMPANY
SOUTHERN PACIFIC TRANSPORTATION COMPANY
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In Finance Docket No. 32760, the Surface Transportation Board approved the merger of the Union Pacific Corporation, Union Pacific Railroad Company/Missouri Pacific Railroad Company (hereinafter, collectively referred to as "Carrier" or "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corp., and the Denver & Rio Grande Western Railroad Company (Hereinafter, collectively referred to as "SP"). In approving this transaction, the STB imposed New York Dock labor protective conditions.

Pursuant to New York Dock, and to achieve the public transportation benefits and operational changes made possible by this transaction, **IT IS AGREED:**

I. PORTLAND HUB ZONES 2 AND 3

New seniority districts shall be created that encompasses the following area: UP territory including milepost 182.79 west of Seattle, Washington, to Eastport, Idaho, on the Spokane International to milepost 390.0 at Silver Bow, Montana, to milepost (Pocatello sub) 191.80 at McCammon, Idaho, and to milepost (Pocatello sub) 0.64 at Granger, Wyoming; SP territory from (including) Chemult, Oregon to the Portland Terminal. The Hub shall be divided into three (3) zones as follows:

A. Zone 1 will include operations Chemult north to Seattle and Portland east to (not including) Hinkle.

NOTE: This Zone was covered by the Merger Implementing Agreement (Portland Hub) Zone 1 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers dated August 13, 1998.

B. Zone 2 will include operations from, and including, Hinkle, Oregon, to, and including, Huntington, Oregon, and from Hinkle, Oregon, to and including Eastport, Idaho on the former Spokane International Railroad.

NOTE: It is the parties' intent herein to include those regular and extra board positions governed by the provisions of Article II, Section B, Paragraphs 5.a. and 5.b. of the August 13, 1998 Merger implementing Agreement for Portland Hub Zone 1 into this new Zone 2.

C. Zone 3 will include operations from, but not including, Huntington, Oregon, to milepost 390.0 at Silver Bow, Montana, to milepost 191.80 at McCammon, Idaho (Pocatello Subdivision) and to milepost 0.64 (Pocatello Subdivision) at Granger, Wyoming.

NOTE: Zones 2 and 3 shall include all main, branch and/or secondary lines, yard trackage, industrial leads and all other trackage, leads and stations between the points identified.

D. Any trackage or lines, either under lease or sale, that may be reacquired by UP will be included in the appropriate zone.

II. SENIORITY INTEGRATION AND CONSOLIDATION

The following seniority consolidations for Zones 2 and 3 will be made:

A. 1. A new seniority district and master seniority roster shall be created for Zone 2. The master roster will be comprised of the following:

- a. Employees holding seniority, or in training, on the UP 3rd Seniority District;
- b. Employees holding seniority, or in training, on the UP 4th Seniority District;
- c. Employees holding seniority, or in training, on the UP 5th Seniority District;
- d. Employees holding seniority, or in training, on the UP 9th Seniority District (former Spokane International Railroad);
- e. Employees holding seniority on the UP Idaho District Seniority Roster who elect, pursuant to this Agreement, to permanently relocate to Zone 2; and,
- f. Employees holding engineer seniority in Portland Hub Zone 1 and assigned to positions governed and protected by Article II, Section B, Paragraph 5 of the Merger Implementing Agreement (Portland Hub Zone 1) between Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, dated August 13, 1998, who elect, pursuant to this Agreement, to permanently remain in Zone 2.

2. The new master roster shall also include all engineers on the rosters identified above who are borrowed out to other locations but who will return to this zone upon their release. The new master roster will not, however, include engineers from outside Zone 2 who are borrowed out to locations in Zone 2.

3. The Zone 2 master roster shall be created as follows:

- a. The engineers identified in Section A, Paragraph 1, above, shall be dovetailed and placed on the new master Zone 2 seniority roster based on their current engineer seniority date. Engineers from the 3rd, 4th, 5th or 9th Seniority Districts will use their current engineer date on the applicable roster. Engineers permanently relocating from the Idaho Seniority District will be dovetailed and placed on the master roster based on their current engineer seniority date on the Idaho Seniority District. Engineers permanently relocating from Portland Hub Zone 1 will be dovetailed and placed on the master roster based on their current Portland Hub Zone 1 engineer seniority date.
- b. If, in the process of placing employees on this roster, several engineers have identical seniority dates, the ranking of such engineers will be determined by the following:

- i. If the employees have engineer seniority dates prior to November 1, 1985, they will be placed on the roster based on their earliest fireman seniority date on the involved roster. If the involved engineers have the same fireman seniority date, they shall be placed in the order of their earliest hire date with Carrier. If their hire dates are the same, and the procedure(s) set forth in Paragraph b.ii., below, do not resolve the matter of their roster placement, the parties shall promptly meet and agree regarding the proper roster placement and ordering for such employees.
- ii. If engineers from different rosters have the same seniority date, they shall be placed on the new master roster as follows:
 - (a). Pre-November 1, 1985 engineers
 - [1]. Engineer's date and ranking as an engineer,
 - [2]. Fireman's date and ranking as a fireman,
 - [3]. Hire date and ranking as an employee.
 - (b). Post-October 31, 1985 engineers
 - [1]. Engineer's date and ranking as an engineer,
 - [2]. Switchman's/trainman's date and ranking as a switchman/trainman,
 - [3]. Hire date and ranking as an employee.

4. The territory comprising Zone 2 will be divided into two prior rights sub zones - the "Spokane" sub-zone and the "Hinkle-LaGrande" sub-zone. The territories comprising these prior rights sub-zones will be as follows:

- a. "Spokane" sub-zone - Eastport, Idaho to, but, not including, Ayer, Washington, and all track, lines, yards and facilities between these locations.
- b. "Hinkle-LaGrande" sub-zone - Hinkle to, and including, Huntington, Oregon, and, including, Ayer, Washington, and all track, lines, yards and facilities between these locations.

NOTE 1: The "Hinkle-LaGrande" sub-zone will also include service to the utility plant near Boardman, service to Castle and other points west of Hinkle and dogcatching west of Hinkle, as well as those assignments with on-duty points at Hinkle.

NOTE 2: In connection with the performance of work by Oregon Fourth or Fifth Seniority District engineers at, or in the vicinity of Ayer, it is not the parties' intent to alter existing arrangements. Accordingly, the provisions of Sections 1, 2, 5(a), 5(b) and 6 of the Agreement between the Union Pacific Railroad Company (Northwestern District - Oregon Division) and the Brotherhood of Locomotive Engineers, dated May 22, 1967 ("Supplement No. 13 (O.D.E.-65) Ayer - Chew Line Relocation:") are retained and made a part of this Agreement, except that all references therein to "Fourth

Seniority District" or "Fourth Seniority District engineers" shall now refer to the Hinkle-LaGrande sub-zone and/or to engineers either possessing prior rights, or working, in the Hinkle-LaGrande sub-zone, and all references therein to "Fifth Seniority District" or "Fifth Seniority District engineers" shall now refer to the Spokane sub-zone and/or to engineers either possessing prior rights, or working, in the Spokane sub-zone.

5. A prior rights roster will be established for each sub-zone. Each roster will be established by dovetailing the seniority of the engineers assigned to the sub-zone. The same seniority date used to determine placement on the Zone 2 master seniority roster will be used to determine placement on the applicable sub-zone roster. An employee may hold a position on only one (1) sub-zone prior rights roster.

a. Engineers holding seniority, or in training, on the former UP 5th or 9th Seniority District on the date this Agreement is implemented will be granted prior rights in the Spokane sub-zone.

b. Engineers holding seniority, or in training, on the former UP 4th Seniority District on the date this Agreement is implemented who elect, pursuant to this Agreement, to permanently relocate to Spokane will be granted prior rights in the Spokane sub-zone.

c. Engineers holding seniority, or in training, on the former UP 4th Seniority District on the date this Agreement is implemented (identified on Attachment "B") who elect to not relocate to Spokane will be granted prior rights, subject to the conditions set forth in Paragraph 7, below, in the Hinkle-LaGrande sub-zone.

d. Engineers holding seniority, or in training, on the former UP 3rd Seniority District on the date this Agreement is implemented will be granted prior rights in the Hinkle-LaGrande sub-zone.

e. Engineers holding seniority in Portland Hub Zone 1 and assigned to a position at Hinkle covered by Article II, Section B, Paragraph 5 of the Merger Implementing Agreement (Portland Hub Zone 1), dated August 13, 1998, who elect, pursuant to this Agreement, to remain in Zone 2 will be granted prior rights in the Hinkle-LaGrande sub zone.

i. Engineers covered by Article II, Section B, Paragraph 5 of the Portland Hub Zone 1 Merger Implementing Agreement will be given a one-time opportunity to elect to either remain in Zone 2 or relocate to Portland Hub Zone 1.

ii. Those engineers who elect to remain in Zone 2 will permanently relinquish all seniority rights and standing in Portland Hub Zone 1.

iii. Concurrent with implementation of this Agreement, Article II, Section B, Paragraph 5 of the Portland Hub Zone 1 Merger Implementing Agreement will automatically terminate.

f. Engineers holding seniority on the Idaho Seniority District and identified on Attachment "A" who elect, pursuant to this Agreement, to permanently relocate to Zone 2 will be granted prior rights in the Hinkle-LaGrande sub-zone.

i. Eligible engineers holding seniority on the Idaho Seniority District will, prior to implementation of this Agreement, be given a one-time opportunity to elect to either remain in Zone 3 or permanently relocate to Zone 2.

- ii. Eligible employees who elect to permanently relocate to Zone 2 will relinquish all seniority rights in Zone 3.

NOTE: If in the process of ranking employees on the sub-zone prior rights roster, several employees have identical seniority dates, the roster order for such employees will be determined in accordance with Paragraph 3.b of this Article II, Section A.

6. Employees acquiring engineer seniority on Zone 2 subsequent to the date this Agreement is implemented will not be assigned prior rights in the Spokane or Hinkle-LaGrande sub-zones and will be considered as common Zone 2 engineers.

7. Former UP 4th Seniority District engineers identified on Attachment "B" shall be given prior rights to assignments originating in the territory comprising the former UP 4th Seniority District. Such engineers shall be obligated to exhaust the prior rights afforded by this Paragraph 7 prior to exercising engineer seniority outside the UP 4th Seniority District territory.

8. New positions and/or permanent vacancies in Zone 2 for which there are no bidders/applicants will, subject to Paragraph 7, above, be assigned or filled as follows:

- a. Assign the senior demoted engineer who is working in that sub-zone or an engineer obligated under Paragraph 7, above.
- b. Assign the junior engineer on the protecting extra board in that sub zone.
- c. Assign the senior demoted engineer who is working outside that sub zone.

NOTE: Existing Idaho Agreement provisions governing the filling of new positions or permanent vacancies will continue to apply for filling new positions and permanent vacancies in Zone 3.

9. Existing agreement rules and arrangements governing prior rights for engineers in the territory comprising Zone 2 are, effective with implementation of this Agreement, superseded by the provisions set forth herein.

- B.
1. The existing UP Idaho Seniority District roster shall become the Zone 3 master seniority roster. This roster shall include all engineers on the Idaho Seniority District roster except for those engineers who elect, pursuant to this Agreement, to relocate to Zone 2. Engineers who elect to permanently relocate to Zone 2 pursuant to this Agreement will have their names removed from this roster. This roster shall also include all engineers presently listed thereon who may be borrowed out to other locations who will return to this zone upon their release. Similarly, engineers from outside Zone 3 who are borrowed out to locations within Zone 3 will not be included on this roster.
 2. The engineers identified on Attachment "A" of this Agreement will, subject to the terms and conditions set forth herein, retain the right to exercise their Zone 3 engineer seniority to "Nampa" positions in the LaGrande – Nampa through freight pool.

3. New positions or permanent vacancies for which Nampa is the source of supply, other than "Nampa" positions in the LaGrande - Nampa pool, for which there are no bidders/applicants shall be filled as follows:
 - a. Force assign the senior demoted engineer identified on Attachment "A" working in the area for which Nampa is the source of supply.
 - b. Force assign the senior demoted engineer identified on Attachment "A."
 - c. Force assign the junior engineer identified on Attachment "A" assigned to a "Nampa" position in the LaGrande - Nampa pool.

NOTE: A vacancy resulting on a "Nampa" position in the LaGrande - Nampa pool from assignment of an engineer listed on Attachment "A" to another vacancy at Nampa will be filled on a temporary basis by a Zone 2 engineer. It is not intended that in these circumstances the involved position will be permanently transferred to Zone 2. The engineer assigned to the other Nampa vacancy may "reclaim," seniority permitting, the "Nampa" pool position once he or she is displaced from that other position (and is not needed/used on another Nampa vacancy) or the position is abolished.

C. Engineers placed on the Zone 2 master seniority roster shall relinquish all seniority outside the territory comprising Zone 2. Likewise, all seniority inside Zone 2 held by engineers outside Zone 2 shall be eliminated.

D. Engineers placed on the Zone 3 master seniority roster shall relinquish all seniority outside the territory comprising Zone 3. Likewise, all seniority inside Zone 3 held by engineers outside Zone 3 shall be eliminated.

NOTE: This Paragraph D shall not serve to eliminate or restrict the seniority rights or obligations, as established by this Agreement, of engineers identified on Attachment "A." Likewise, this Paragraph D is not intended to limit or restrict such engineers' right(s) to exercise their seniority to Zone 3 positions.

E. Subject to applicable provisions of this Agreement, engineers on an authorized leave of absence, holding official positions - i.e., company officers - or dismissed from service and later reinstated will be placed on the appropriate master roster (Zone 2 or Zone 3). The parties will create an inactive roster for such engineers until they return to service in either Zone 2 or Zone 3, at which time they will be placed on the appropriate master seniority roster and removed from the inactive roster.

III. THROUGH FREIGHT POOL OPERATIONS

A. Through freight pool operations in Zone 2 will be governed, in relevant part, by the following:

1. Spokane - Eastport

Unassigned through freight (pool) service may be established between Spokane and Eastport. Spokane will be the home terminal.

2. Spokane - Hinkle

a. The current Spokane - Hinkle (Hinkle - Spokane) freight service is assigned through freight service. Upon implementation of this Agreement, unassigned through (pool) freight service may be established between Spokane and Hinkle. Spokane will be the home terminal. Hinkle will, however, be retained as a home terminal for the former UP 4th Seniority District engineers listed on Attachment "B" until such time as one of the conditions set forth in Paragraph 2.b.(i), below, is met.

b. Existing Agreement provisions governing assignment and allocation of positions between the UP 4th and 5th Seniority District engineers for the Spokane-Hinkle run will, subject to the provisions of this Agreement, be retained and continue to apply to the Spokane - Hinkle through freight pool operation until such time as Hinkle ceases to be a home terminal for this run.

(i) Hinkle will cease to be a home terminal and all applicable Agreement provisions and practices governing former UP 4th Seniority District engineers rights or participation in this pool, including provisions governing allocation of work or assignments between the UP 4th and 5th Seniority Districts, will automatically terminate and be of no future force or effect when one of the following occurs:

(a) The employees identified on Attachment "B" have attrited or severed their employment relationship with Carrier; or,

(b) All positions in the Spokane-Hinkle through freight pool are permanently assigned at Spokane.

(ii) Only engineers identified on Attachment "B" may exercise their seniority to, and will be obligated to protect, "Hinkle" positions in this pool. Employees holding seniority on the Zone 2 master roster or the Hinkle-LaGrande sub-zone roster not listed on Attachment "B" are not eligible to exercise their seniority to "Hinkle" positions in this pool.

(iii) The home terminal for employees working in this pool and assigned to the "Hinkle" positions will be at Hinkle.

(iv) A "Hinkle" position not filled by an employee listed on Attachment "B" will be filled by application at Spokane and filled in accordance with applicable Agreement provisions. A permanent vacancy on a "Hinkle" position not filled or protected by an employee identified on Attachment "B" will be filled by application at Spokane and filled in accordance with applicable Agreement provisions.

(v) Temporary vacancies on "Hinkle" positions in the Spokane - Hinkle through freight pool will be protected by the Hinkle road extra board or, if the Hinkle extra boards are consolidated, the Hinkle consolidated road/yard extra board.

(vi) For each UP 4th Seniority District engineer identified on Attachment "B" who elects, pursuant to this Agreement, to permanently relocate to Spokane, one (1) "Hinkle" position in the Hinkle - Spokane pool will be permanently transferred to Spokane. Accordingly, the number of positions in this pool designated as "Hinkle" positions in this pool will be correspondingly reduced and the applicable pool pro ration percentages will also be proportionately reduced.

NOTE:

UP 4th Seniority District engineers relocating to Spokane will, as set forth in Article II, be given Spokane sub-zone prior rights. Said engineer will not, however, be granted prior rights to the "Hinkle" pool position transferred to Spokane in accordance with this Paragraph (vi).

(vii) Regulation of this pool will, except as set forth herein, be conducted in accordance with applicable Agreement rules. BLE will designate one (1) employee member or representative who will be responsible for monitoring mileage, determining necessary pool adjustments and coordinating such adjustments with appropriate Carrier officials. BLE's representative will perform such duties for both home terminals in this pool until the Hinkle home terminal ceases to exist.

c. An engineer identified on Attachment "B" who elects, pursuant to this Agreement, to permanently relocate to Spokane will relinquish the prior rights established pursuant to Article II, Section A, Paragraph 7 of this Agreement.

3. LaGrande - Hinkle

LaGrande will be the home terminal.

4. LaGrande - Nampa

a. LaGrande will be the home terminal, except that Nampa will be retained as a home terminal for those Idaho Seniority District engineers identified on Attachment "A" until one of the conditions set forth in Paragraph 4.b.(i), below, is met.

b. Existing Agreement provisions governing assignment or allocation of work in the LaGrande - Nampa pool between UP 3rd Seniority District and Idaho Seniority District engineers will, subject to the provisions and/or modifications set forth below, be retained until such time as Nampa ceases to be a home terminal for this run.

(i) Nampa will permanently cease to be a home terminal and all applicable Agreement provisions, practices and/or arrangements governing Idaho Seniority District engineers' rights to and participation in this pool will automatically terminate when one of the following occurs:

(a) The engineers identified on Attachment "A" have either (1) attrited, (2) are no longer in active service as an engineer with Carrier or (3) their names have been removed from Attachment "A" in accordance with Article III, Section A, Paragraphs 4.b.(vii) and (viii).

(b) All "Nampa" positions in the LaGrande - Nampa through freight pool are permanently held by Zone 2 engineers.

NOTE: Application of this Paragraph (b) is not intended to supersede or nullify the provisions set forth in the Note contained in Article II, Section B, Paragraph 5. Accordingly, through freight positions at Nampa will be deemed as permanently held by a Zone 2 engineer when there are no engineers on Attachment "A" who can "reclaim" a Nampa pool position.

(c) If twenty (20) Idaho Seniority District engineers permanently relocate to Zone 2 in conjunction with implementation of this Agreement.

Once Nampa has ceased being a home terminal for this pool, LaGrande will be the only home terminal. Once Nampa ceases to be a home terminal, all rights and obligations of former Idaho Seniority District engineers to hold, protect or participate in the work performed in the LaGrande - Nampa through freight pool shall, except for performing hours-of-service relief out of Nampa, automatically terminate.

(ii) Except as modified by this Agreement, this pool shall continue to operate as it presently operates pending an agreement on necessary final provisions pertaining to the eventual elimination (attrition) of Nampa as a home terminal. Within the next one hundred twenty (120) days, the parties will meet and agree regarding the operation of this pool and the attrition of the rights, obligations and participation in this pool of Zone 3 Attachment "A" engineers. This transition and attrition shall be governed, in addition to that set forth elsewhere in this Agreement, by the following:

(a) The engineers identified on Attachment "A" will be required to protect all other assignments whose source of supply is Nampa (including the extra board at Nampa) prior to protecting "Nampa" turns in the LaGrande - Nampa pool. Absent bids or requests from Zone 3 engineers, junior engineers in the Nampa - LaGrande pool may be removed from this pool and placed on such other assignments. Pool turns vacated by engineers on Attachment "A" to fill such other assignments will be temporarily filled/protected by Zone 2 engineers at LaGrande. When removed from their pool turns to protect these other vacancies/positions, the involved engineer(s) will, for purposes of applying New York Dock, be considered as having occupied the highest paying assignment.

NOTE: Application of this Paragraph (a) is not intended to supersede or nullify the provisions set forth in the Note contained in Article II, Section B, Paragraph 3. Accordingly, through freight positions at Nampa will be deemed as permanently held by a Zone 2 engineer when there are no engineers on Attachment "A" who can "reclaim" a Nampa pool position.

(iii) Regardless of the number of positions assigned in the LaGrande - Nampa pool, application of Agreement provisions governing apportionment of work between former 3rd Seniority District and Idaho Seniority District engineers eligible for assignment in this pool -- i.e., engineers on Attachment "A" -- shall not result in more than twenty (20) positions at Nampa being allocated in this pool for Zone 3 engineers identified on Attachment "A."

(iv) Only those engineers identified on Attachment "A" may exercise their seniority to new or vacant positions in this pool. Engineers holding seniority on the Zone 2 master seniority roster or on the Zone 3 master roster but not listed on Attachment "A" are not eligible to exercise their seniority to "Nampa" positions in the pool.

(v) Any new position or permanent vacancy at Nampa in this pool that is not filled by engineers identified on Attachment "A" will be filled as a new position or permanent vacancy at LaGrande by engineers holding seniority on the Zone 2 master seniority roster.

NOTE: It is the parties' intent that engineers identified on Attachment "A" shall retain the right to the "Nampa" positions in this pool until such time as the last engineer's name is attrited or removed therefrom.

(vi) Vacancies in this pool at Nampa will be protected by the Nampa extra board until such time as Nampa ceases to be a home terminal. Thereafter, such vacancies will be protected by the extra board at LaGrande.

(vii) Engineers identified on Attachment "A" of this Agreement who voluntarily exercise their seniority to a position for which Nampa is not the source of supply - i.e., to a position east of Glenns Ferry - shall have their names removed from Attachment "A" and automatically and permanently forfeit all seniority rights attendant thereto.

(viii) An engineer identified on Attachment "A" who is force assigned to an engineer job for which Nampa is not the source of supply must submit a written application, with copy to the Local Chairman, for a position or permanent vacancy in the pool at Nampa upon his/her assignment to that position. If such application is not submitted, or the employee does not accept the assignment to the position in the Nampa pool, the employee will have his/her name removed from Attachment "A" and automatically and permanently forfeit all seniority rights attendant thereto.

NOTE: This Paragraph (viii) shall apply only to the engineer on Attachment "A" who would have been the successful bidder/applicant had he or she submitted such bid or application and not to other junior engineers on Attachment "A."

- c. For each Idaho Seniority District engineer identified on Attachment "A" who elects, pursuant to this Agreement, to permanently relocate to Zone 2, one (1) "Nampa" position in the LaGrande - Nampa pool will be permanently transferred to LaGrande (Zone 2). Accordingly, the number of positions in this pool designated as "Nampa" positions will be correspondingly reduced and the applicable pool pro ration percentage will also be proportionately reduced.

NOTE: Idaho Seniority District engineers relocating to Zone 2 will, as set forth in Article II, be given Hinkle-LaGrande sub-zone prior rights. Said engineer will not, however, be granted prior rights to the "Nampa" pool position transferred to Zone 2 in accordance with this Paragraph c.

- d. Regulation of this pool will, except as set forth herein, be conducted in accordance with applicable Agreement rules. BLE will designate one (1) employee member or representative who will be responsible for monitoring mileage, determining necessary pool adjustments and coordinating such adjustments with appropriate Carrier officials. BLE's representative will perform such duties for both home terminals in this pool until the Nampa home terminal ceases to exist.

B. Zone 3 pool freight operations will, except as specifically set forth herein, remain unchanged and will continue to be governed by existing Idaho collective bargaining agreement provisions and practices.

C. New through freight pool operations not covered in this Implementing Agreement between hubs or zones will be handled per Article IX of the 1986 BLE National Implementing Award.

IV. EXTRA BOARDS

A. The following shall govern, in relevant part, the administration and operation of extra boards in Zone 2:

1. Spokane

- a. Carrier may establish a single consolidated extra board at Spokane.

NOTE 1: Carrier may consolidate the extra board at Spokane by the serving of a sixty (60)-day advanced written notice.

NOTE 2: If implementation of a consolidated extra board at Spokane is postponed, two extra boards at Spokane will be established - (1) a "north" extra board to protect vacancies, service and Hours-of-Service relief on the territory between, and including, Spokane and Eastport, including Trentwood; and, (2) a "south" extra board to protect vacancies, service and Hours-of-Service relief between (excluding) Spokane and (excluding) Ayer.

This extra board shall protect service and vacancies, including Hours-of-Service relief, in the territory presently protected by the two existing extra boards at Spokane, including those protected by the Spokane International Railroad extra board.

2. Hinkle

- a. Upon sixty (60) days advanced written notice, Carrier may establish a single consolidated extra board at Hinkle.
- b. This extra board will protect service at/from Hinkle, including service to/from Castle and the utility plant near Boardman and Hours-of-Service relief into Hinkle or to/from a location closer to Hinkle than any other extra board, in all directions out of Hinkle. Additionally, this extra board will protect service on non-through freight assignments originating in the territory comprising the former UP 4th Seniority District.

NOTE 1: It is not intended this extra board be used to protect service at The Dalles or to supplant service performed by Zone 1 engineers at The Dalles. Accordingly, an extra engineer assigned to this extra board will not be used west of the east switch at The Dalles.

NOTE 2: The Hinkle extra board protects regular and extra assignments at Pendleton, Oregon by Agreement dated July 26, 2007.

3. LaGrande

- a. There shall be a single consolidated extra board at LaGrande.

- b. This extra board shall protect all service, including Hours-of-Service relief, in all directions, subject to Article IV, Section B, Paragraph 2, below.
- B. The following shall govern, in relevant part, the administration and operation of extra boards in Zone 3:
 1. Zone 3 extra board administration and/or operations will, except as specifically set forth in this Agreement, remain unchanged and will continue to be governed by existing collective bargaining agreement provisions and practices.
 2. Nampa
 - a. There shall be a single extra board at Nampa. This extra board will protect service and vacancies between Glens Ferry and Huntington and Hours-of-Service relief at or east of Huntington.
 - b. For as long as Nampa remains a home terminal for the LaGrande -Nampa through freight pool, this extra board will protect pool freight vacancies at Nampa. Once Nampa ceases to be a home terminal, all vacancies in this pool will be protected by the LaGrande extra board.
- C. This Article IV is not intended, except as set forth in this Agreement and specifically those provisions that govern filling of positions and protecting vacancies in the LaGrande - Nampa pool, to permit Carrier to use extra Zone 2 engineers to protect Zone 3 or Zone 1 vacancies, extra Zone 3 engineers to protect Zone 2 or Zone 1 vacancies, or extra Zone 1 engineers to protect Zone 2 or Zone 3 vacancies.

V. TERMINAL AND OTHER CONSOLIDATIONS

- A. Except as set forth in Paragraph B, below, there are no changes in terminal limits or other consolidations contemplated for yards in Zones 2 and 3.
- B. Existing collective bargaining agreement provisions, either in the former "Oregon" collective bargaining agreement or the Spokane International Railroad collective bargaining agreement, governing the pro ration of work between the UP 5th Seniority District and the UP 9th Seniority District (former Spokane International Railroad) for extra boards at Spokane shall be eliminated and of no force or effect.

VI. AGREEMENT COVERAGE

A. General Conditions for Terminal Operations

1. Initial delay and final delay will be governed by the controlling collective bargaining agreement, including the Duplicate Pay and Final Terminal Delay provisions of the 1986 and 1991 National and Implementing Agreements and awards.
2. Engineers will be transported to/from their trains and/or to/from their designated on/off duty point in accordance with Article VIII, Section 1 of the May 1986 National Agreement. Carrier shall designate the on/off duty points for engineers.

3. The current application of National Agreement provisions regarding road work and hours-of-service relief under the combined road/yard service zone shall continue to apply. Yard crews at any location within Zones 2 and 3, may perform such service in all directions out of their terminal.

B. General Conditions for Pool Operations

The terms and conditions for pool operations in the territories comprising Zones 2 and 3 shall be those of the surviving collective bargaining agreement, as modified by applicable National Agreements, awards and implementing documents, and those set forth elsewhere in this Agreement, including Attachment "C," and below.

1. Short Turnaround Service and Hours of Service Relief. Short turnaround service and Hours of Service relief at both home and away-from-home terminals

- (a) may be handled by extra boards at the away-from-home terminal, and,
- (b) shall be handled by extra boards at the home terminals, if extra crews are available, prior to using pool crews. Engineers used for this service may be used for multiple trips in one tour of duty in accordance with the designated collective bargaining agreement rules.
- (c) extra boards may handle this service in all directions out of a terminal.

2. Nothing in this Agreement prevents or precludes the use of other employees/crews to perform work currently permitted by prevailing agreements; including, but not limited to yard crews performing hours-of-service relief within the road/yard service zone, interdivisional service or pool crews performing service and deadheads between terminals, road switchers handling trains within their zones and/or using an engineer from a following train to work a preceding train. Payments required by the controlling collective bargaining agreement shall continue to be paid when this work is performed.

3. Item Nos. 2, 3 and 4 of Appendix "D" of the Yahk, B. C. Agreement, effective September 26, 1955, will be retained and applicable only for the former Spokane International Railroad engineers identified below:

- a. E. J. Johnson
- b. R. M. McElroy
- c. T. J. Osburn
- d. M. O. Wood
- e. L. M. Bickford
- f. A. L. Dauenhauer
- g. L. W. Dorsey
- h. N. L. Knapp
- i. R. M. Chambers (Replaces T. H. Baker by agreement dated July 17, 2007.)
- j. J. L. Thome
- k. J. L. Sheridan
- l. D. D. Davis

Item Nos. 2, 3 and 4 of Appendix "D" of the Yahk, B.C. Agreement, effective September 26, 1955, reads as follows:

"2. Crews operating through Eastport on turnaround run from Bonners Ferry, Idaho, to Eastport to Bonners Ferry shall be given an arbitrary allowance of one (1) hour in addition to all other compensation.

"3. Crews operating to Eastport as a terminal will be given an arbitrary allowance of one-half (1/2) hour for operating into Eastport and one-half (1/2) hour for operating out of Eastport in addition to all of their compensation.

"4 The arbitrary allowance shall apply to freight trains and not to snow plows or work-trains. "

4. The constructive mileage payment set forth in Rules 31 and 105 of the "Oregon" Collective Bargaining Agreement (also referred to as the "mountain differential") is retained and will be applicable only for those engineers holding seniority as an engineer or trainman on the Oregon 3rd Seniority District on or before October 31, 1985, This payment will not be made to other engineers holding seniority on the Zone 2 and Zone 3 master seniority rosters.

a. Pursuant to Paragraph 4, above, the following engineers are eligible for the constructive mileage payment set forth in Rules 31 and 105:

i. J. L. Goben	xxx. C. B. Sherrow	lxxi. C. W. Johnson
ii. L. C. Batty, Jr.	xxxii. M. P. Adams	lxxii. J. M. Chambers
iii. G. R. Spencer	xxxiii. C. E. Anderson	lxxiii. D. D. Buhmann
iv. J. R. Folsom	xxxiv. C. H. Lamoreaux	lxxiv. R. L. Eardensohn
V. R. C. Springer	xxxv. R. D. Hoverson	lxxv. J. P. Downey
vi. R. L. Bork	xxxvi. R. D. Collins	lxxvi. J. Herrera
vii. L. I. Knouse	xxxvii. R. C. Aldred	lxxvii. B. D. Roberts
viii. M. W. Wall	xxxviii. M. L. Oliver, Jr.	lxxviii. C. R. Moore
ix. M. E. Halsey	xxxix. G. R. Quick	lxxix. J. E. Delisle
X. D. H. McClay	XI. R. L. McDonald	lxxx. R. H. Roe
xi. H. G. Stockhoff	xli. B. K. Clark	lxxxi. W. D. Hutchins
xii. B. R. Rollins	xlii. R. C. Hawker	lxxxii. B. A. McDonald
xiii. R. J. Small	xliii. L. L. Jenkins	lxxxiii. D. D. Poe
xiv. L. G. Schaures	xliv. R. D. Payant	lxxxiv. D. E. Powell
xv. B. W. Jones	Av. C. C. Rasmussen	lxxxv. J. C. Aycock
xvi. D. A. Thurner	xlvi. P. T. Nelson	lxxxvi. G. D. King
xvii. M. S. Nelson	xlvii. A. L. Beickel	lxxxvii. R. H. Brown
xviii. G. A. Pfnister	xlviii. E. F. True	lxxxviii. M. W. Sirrine
xix. G. J. Davrainvill	Aix. C. R. Woodward	lxxxix. M. E. Spaulding, Jr.
XX. G. T. Schwirse	Ix. K. P. Fricke	lxxxx. J. R. Petersohn
xxi. J. D. Evans, Jr.	Ixi. P. L. Lafferty	lxxxxi. B. K. Roe
xxii. R. R. Broylescarr	Ixii. B. J. Davison	lxxxxii. G. A. Gabriel
xxiii. T. R. Gerlach	Ixiii. J. C. Wise	lxxxxiii. R. W. Simonis
xxiv. D. L. Huntsman	Ixiv. G. R. Baker	lxxxxiv. T. S. Dewald
xxv. R. D. Bowen	lxv. G. A. Foster	lxxxxv. W. A. Dewald
xxvi. H. J. Morgan	lxvi. M. J. Gilleese	lxxxxvi. R. B. Rasico
xxvii. E. G. Marcum	lxvii. M. L. Goodwin	lxxxxvii. S. A. McCoy

xxviii. B. L. Jenkins	lxviii. S. D. Long	lxxxxviii. R. L. Shenfield
xxix. H. K. Montgomery	lix. K. K. Karnowski	lxxxxix. T. F. Zander
XXX D. S. Horstman	lxx. J. E. Jacobs, III	lxxxxx. R. D. Alexander
		lxxxxxi. L. L. Picker
		lxxxxxii. J. D. Skyles

b. Engineers not identified in Paragraph 4.a., above, will be paid the applicable line miles for their working trip.

5. The existing "Oregon" Collective Bargaining Agreement provision(s) providing constructive miles for certain engineers working in through freight service between Spokane and Hinkle shall be retained and continue to apply for those engineers eligible for such payments on the day prior to implementation of this Agreement. Specifically, said constructive miles will be paid as follows:

a. The following engineers will, when working in through freight service between Spokane and Hinkle, be paid 198 miles for their working trip.

i.	R. J. Cantrell
ii.	J. T. Carlyle
iii.	D. V. Baker
iv.	B. R. McKillip
v.	R. J. Kennedy
vi.	D. D. Hulbert
vii.	R. L. Billings
viii.	M. D. Barkdull
ix.	J. M. Jones
X.	T. H. Baker
xi.	E. J. Johnson
xii.	R. M. McElroy
xiii.	T. J. Osburn
xiv.	M. O. Wood
xv.	L. M. Bickford
xvi.	A. L. Dauenhauer
xvii.	L. W. Dorsey
xviii.	N. L. Knapp

b. Engineers not identified in Paragraph 5.a., above, will be paid 187 line miles for their working trip.

6. The existing Nampa - LaGrande interdivisional service agreement provision(s) providing constructive miles for certain engineers working in through freight service between LaGrande and Nampa shall be retained and continue to apply for those engineers eligible for such payments on the day prior to implementation of this Agreement. Specifically, said constructive miles will be paid as follows:

a. The following engineers will, when working in through freight service between LaGrande and Nampa, be paid 188 miles for their working trip (run):

i.	J. L. Goben
ii.	L. C. Batty, Jr.
iii.	G. R. Spencer

- iv. J. R. Folsom
- V. R. C. Springer
- vi. R. L. Bork
- vii. L. I. Knouse
- viii. M. W. Wall
- ix. M. E. Halsey
- X. D. H. McClay
- A. H. G. Stockhoff
- xii. J. D. Skyles
- xiii. B. R. Rollins
- xiv. R. J. Small
- xv. L. G. Schaures
- xvi. L. L. Ward
- xvii. E. H. Robertson
- xviii. T. W. Gough
- xix. G. E. Wilson

b. Engineers not identified in Paragraph 6.a., above, will be paid 182 line miles for their working trip.

7. Existing through freight pools in Zones 2 and 3 shall be governed by, but not limited to, the same ITD, FTD, HAHT and overtime rules (see Attachment "C"). Rules for future runs that are created pursuant to Article IX notices or other applicable National Agreement provisions shall be determined at that time and this provision shall set no precedence for future runs.

C. Engineers working in Zones 2 and 3 shall be governed by the Agreement between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, effective January 1, 1977, (commonly referred to as the "Idaho Agreement"), including the provisions set forth herein, all addenda and side letter agreements pertaining to that agreement and all previous National Agreement/Award/Implementing Document provisions still applicable. Except as provided herein, the system and national collective bargaining agreements, awards and interpretations shall prevail. None of the provisions of these agreements are retroactive.

D. In addition to the above, the following will govern in the area covered by this agreement:

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

NOTE: The "Twenty-Five Mile Zone" provision shall be applicable only at those locations where there is a reciprocal or similar arrangement in the adjoining hub or location. For example, a Pocatello – Green River through freight crew may not be used in a twenty-five mile- zone east of Green River because there is not a similar or reciprocal "Twenty-Five Mile Zone" agreement/arrangement at Green River.

VII. PROTECTION

A. Due to the parties voluntarily entering into this Agreement, Carrier agrees to provide New York Dock wage protection (automatic certification) to engineers listed on the Portland Hub Zone 2 or Zone 3 Master Seniority Rosters and working on an assignment as an engineer in said zones on the date this Agreement is implemented and to those engineers covered by Article II, Section B, Paragraphs 5.a. and 5.b. of the August 13, 1998 Merger Implementing Agreement for Portland Hub Zone 1. This protection will start with the effective (implementation) date of this agreement. The engineers must comply with the requirements associated with New York Dock conditions or their protection will be reduced for such items as layoffs, bidding/displacing to lower paying assignments when they could hold higher paying assignments, etc. Protection offsets due to unavailability are set forth in the Questions and Answers and Side Letter #1 of this Agreement and in the New York Dock conditions.

B. This protection is wage only and hours will not be taken into account.

C. Engineers required to relocate under this agreement will be governed by the relocation provisions of New York Dock. Those required to relocate to Zone 2 or the Spokane sub-zone may elect, "in lieu" of New York Dock provisions, one of the following options:

1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of \$10,000 upon providing proof of actual relocation.

2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.

3. Homeowners in Item 2 above, who provide proof of a bona fide sale of their home at fair value at the location from which relocated, shall be eligible to receive an additional allowance of \$10,000.

- (a) This option shall expire five (5) years from date of application for the allowance under Item 2 above.

- (b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.

4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this agreement.

5. Engineers receiving an "in lieu of" relocation allowance pursuant to this implementing agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

NOTE: Engineers covered by Article II, Section B, Paragraphs 5.a. and 5.b. of the August 13, 1998 Merger Implementing Agreement for Portland Hub Zone 1 who elect to return to Portland Hub Zone will be afforded the relocation benefits of this Section C.

D. There will be no pyramiding of benefits.

E. National Agreement "Termination of Seniority" provisions shall not be applicable to Engineers hired prior to the effective date of this agreement.

F. Engineers will be treated for vacation, payment of arbitraries and personal leave days as though all their service on their original railroad had been performed on the merged railroad. Engineers assigned to Zone 2 or 3 master seniority rosters with an engineer seniority date prior to the date this Agreement is implemented shall have entry rate provisions waived and engineers acquiring seniority on or after that date shall be subject to the rate progression provisions of the controlling CBA. Those engineers leaving Zones 2 or 3 will be governed by the CBA where they then work. The provisions of this Paragraph F will apply only when said employees are working as an engineer and will not apply or be extended to employee's services in another craft.

VII. FAMILIARIZATION

A. Engineers involved in the consolidation of the Portland Hub Zones 2 and 3 whose assignments require performance of duties on a geographic territory not familiar to them will be given full cooperation, assistance and guidance in order that their familiarization shall be accomplished as quickly as possible. Engineers will not be required to lose time or "ride the road" on their own time in order to qualify on the new territory.

B. Engineers will be provided with a sufficient number of familiarization trips in order to become familiar with the new territory. Issues concerning individual qualification shall be handled with local operating officers. The parties recognize that different terrain and train tonnage will impact the number of familiarization trips necessary. If disputes occur under this Article, they will be expeditiously addressed by the Director - Labor Relations and General Chairman.

C. It is understood that familiarization required to implement the merger consolidations herein will be accomplished by calling a qualified engineer (or Manager - Operating Practices) to work with an engineer called for service on a geographical territory not familiar to him or her. Engineers who work their assignment accompanied by an engineer taking a familiarization trip in connection with the implementation of this Agreement shall be paid twenty-eight dollars (\$28.00) in addition to all other earnings for that tour of duty. This payment shall not be used to offset extra board guarantee payments. The provisions of 3 (a) and (b) Training Conditions of the System Instructor Engineer Agreement shall apply to the regular engineer when the engineer taking the familiarization trip operates the locomotive.

NOTE 1: The \$28.00 payment set forth in Paragraph C, above, made to engineers working their assignment accompanied by an engineer taking a familiarization trip shall apply for a period of one (1) year, commencing with the implementation of this Agreement. Upon expiration of this one-year period, existing agreement rules and/or practices shall govern for payments, if any, to engineers accompanied by an engineer taking a familiarization trip.

NOTE 2: Prior to implementation, Carrier may begin familiarization trips, where necessary, to "pre-qualify" engineers. Likewise, Carrier may bulletin and assign (to be effective on implementation day) employees prior to implementation so employees will be in place on implementation day. If Carrier initiates such an effort to "pre-qualify" engineers, the \$28.00 payment set forth in Paragraph C, above, will be paid to eligible engineers who are accompanied by an engineer taking a familiarization trip.

IX. IMPLEMENTATION

- A. Carrier shall give not less than a forty-five (45) day advanced written notice advising of its intent to implement this Agreement and of the number of initial positions that will be changed in the Hub, Thereafter, implementation provisions of the various articles shall govern any further changes.
- B. All positions may be pre-advertised to close thirty (30) days prior to the effective date of this agreement. In conjunction with implementation of this Agreement, any employee who fails to sufficiently bid on, or obtain, a position may be assigned by Carrier to an unfilled position.
- C. In conjunction with the implementation of this Agreement, it will not be necessary to bulletin all the jobs in Zones 2 and/or 3. Assignments which are not changed or impacted by the implementation of this Agreement need not be bulletined. Employees on such assignments will remain thereon in accordance with applicable Agreement provisions.
- D. Engineers on a seniority district being divided either between Zones 2 and 3 or between the Spokane and Hinkle-LaGrande sub-zones, or who hold seniority in Portland Hub Zone 1 and are assigned positions at Hinkle will be canvassed by BLE Local Chairmen to determine and document their relocation decisions. The following shall govern canvassing of involved engineers:

1. Engineers at locations or on rosters required to make a relocation decision in connection with the implementation of this Agreement will be given a one-time opportunity to make such election. Engineers at locations or on rosters required to make a relocation decision will be contacted by the Local Chairmen. The engineers to be contacted and offered the opportunity to relocate will include:

a. Only engineers holding seniority on the UP 4th Seniority District, on the Idaho Seniority District and identified on Attachment "A," or in Portland Hub Zone 1 and assigned to positions at Hinkle will be canvassed.

b. The senior twenty-six (26) engineers holding seniority on the Idaho Seniority District and identified on Attachment "A" will be canvassed. Canvassing will cease once either twenty (20) engineers have elected to relocate to Zone 2 or the senior twenty-six (26) engineers have been contacted, whichever occurs first.

c. All engineers holding seniority in Portland Hub Zone 1 and assigned to positions at Hinkle pursuant to Article II, Section B, Paragraph 5 of the August 13, 1998 Merger Implementing Agreement (Portland Hub Zone 1) will be canvassed.

NOTE: Subsequent to implementation of this Agreement, the provisions of Article II, Section B, Paragraph 5 will automatically terminate and will be of no force or effect. Employees electing to remain in Portland Hub Zone 1 must accordingly exercise their seniority in Zone 1.

d. The senior nine (9) engineers holding seniority on the former UP 4th Seniority District and identified on Attachment "B" will be canvassed.

E. Engineers covered by this Article IX, Section D will be canvassed in seniority order and required to make their relocation decision within sixty (60) days of the date this Agreement is implemented. The employee's decision will be irrevocable. If an employee fails to make a decision, he or she will be considered as having elected to remain at his or her current location.

F. All canvassing must be completed by no later than thirty (30) days from the date this Agreement is signed.

X. SAVINGS CLAUSES

A. In the event the provisions of this Agreement conflict with existing collective bargaining agreement provisions, rules and/or practices, the provisions of this Agreement shall prevail.

B. The provisions of this Agreement are entered into without prejudice to either party's position and the parties agree not to cite this agreement in other negotiations or arbitration proceeding(s).

SIGNED THIS 28TH DAY OF FEBRUARY, 2001, IN POCA TELLO, IDAHO

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

s/ T. J. Donnigan
General Chairman

s/ D. M. Hahs
International Vice President

**FOR UNION PACIFIC RAILROAD
COMPANY:**

s/ T. G. Taggart
Director - Labor Relations

s/ W. E. Loomis
General Director Labor Relations

s/ A. Terry Olin
General Director - Employee Relations Planning

UP/BLE MERGER IMPLEMENTING AGREEMENT

PORTLAND HUB -- ZONES 2 & 3

QUESTIONS AND ANSWERS

ARTICLE I - PORTLAND HUB ZONES 2 AND 3

- Q1. Article I identifies the three zones for this Agreement. Do all the provisions of this Agreement apply to all three zones?
- A1. No, while all three zones are mentioned in Article I, this Agreement covers Zones 2 and 3.

ARTICLE II - SENIORITY INTEGRATION AND CONSOLIDATION

- Q2. Are full time union officers, including full time state legislative board representatives, Company officers, medical leaves and those on leave working for government agencies covered under Article II, Section E?
- A2. Yes.
- Q3. If Article IX of the 1986 National Arbitration Award is amended in the future, what will govern when that Article is mentioned in this Agreement?
- A3. As in all cases, amendments to agreements govern unless previous rules are specifically retained in a savings clause in the amendment provisions.
- Q4. When this Agreement is implemented, which vacation agreement will apply?
- A4. The vacation agreements used to schedule vacations for 2001 will be used for the remainder of 2001.

ARTICLE III - THROUGH FREIGHT POOL OPERATIONS

- Q5. What will be the mileage paid in the through freight assignments established or identified in Article III?
- A5. The mileage paid will, except for constructive mileages specifically retained by this Agreement, or as stipulated in the existing Idaho Agreement, be the actual mileage, subject to applicable rules governing payment of a basic day, between the origin and destination points of the runs/assignments.
- Q6. Will existing pool freight terms and conditions apply on all pool freight runs?
- A6. No. The terms and conditions set forth in the surviving collective bargaining agreements and this document, including Attachment "C", will govern.
- Q7. How will board standing be ordered for through freight pools in Zone 2?
- A7. Board standing for engineers on Zone 2 through freight pools will be governed by existing Idaho Agreement rules.

- Q8. Employee A is listed on Attachment "A." Employee A is force assigned to a position as an engineer in Zone 3 east of Glens Ferry, but does not submit an application for the pool at Nampa. Will Employee A lose the rights associated with being listed on Attachment "A" and have his/her name removed from Attachment "A?"
- A8: Yes. In accordance with Article II, Section B, Paragraph 4, Employee A would have his or her name removed from Attachment A because he or she did not submit an application upon his/her assignment to the position outside the area for which Nampa is the source of supply.

ARTICLE IV - EXTRA BOARDS

- Q9. May an extra engineer from the consolidated extra board perform hours-of-service relief in any direction out of Spokane?
- A9. Yes.
- Q10. If the consolidated extra board at Spokane is not immediately established, may an extra engineer called, for example, from the "north" extra board, perform hours-of-service relief in any direction out of Spokane - i.e., perform multiple hours-of-service relief on either side or both sides of Spokane?
- A10. Yes, if qualified.
- Q11. If, for example, a work train goes on duty at Hinkle, dumps ballast west of Hinkle to Boardman and then returns to Hinkle to tie-up. Which Zone shall supply the engineer for this job?
- A11. Zone 2.
- Q12. If, for example, a work train goes on duty at Arlington, dumps ballast to Boardman and ties-up at Hinkle. Will a Zone 1 or a Zone 2 engineer be used on this job?
- A12. A Zone 1 engineer because the job goes on duty within the territory comprising Zone 1.
- Q13. An eastbound (Portland - Hinkle) through freight crew ties-up under the Hours-of-Service Act east of The Dalles. Who should be used to provide the hours-of- service relief for this crew?
- A13. An engineer from the nearest extra board - i.e., at The Dalles or at Hinkle, a Zone 1 interdivisional service through freight engineer at his or her away-from-home terminal, or a pool crew deadheaded in combination with service from Portland may be used with preference given to extra board engineers when they are available. Carrier will make a good faith call when determining the location where the crew tying up under the Hours-of-Service Act will be located.
- Q14. How many extra boards will be combined at implementation?
- A14. At the time this Agreement is signed, it is anticipated the extra boards at Hinkle will be combined.
- Q15. Are the extra boards established pursuant to this Agreement guaranteed?
- A15. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with Idaho guaranteed extra board agreement.

ARTICLE VI - AGREEMENT COVERAGE

- Q16. When the Idaho collective bargaining agreement becomes effective what happens to existing claims filed under the other collective bargaining agreements that formerly existed in Zones 2 of the Portland Hub?
- A16. The existing claims shall continue to be handled in accordance with those agreements and the Railway Labor Act. No new claims shall be filed under those agreements once the time limit for filing claims has expired for events that took place prior to the implementation date of this Agreement.
- Q17. Article VI (B) (1) refers to short turnaround service and Hours-of-Service relief being performed at home terminals by pool crews. Does this rule require that they be called before or after extra board crews are called?
- A17. No. At the home terminal of the assignment, if the extra board is exhausted regular vacancy procedures apply.
- Q18. Is Article VI (D) (1) a short turnaround rule?
- A18. No, it is a through freight provision which enables an engineer to get his/her own train outside the terminal and run it through the terminal.
- Q19. Do the references to Local Chairman refer only to BLE Local Chairmen?
- A19. Yes.
- Q20. Will Carrier provide copies of the Idaho Agreement as currently printed?
- A20. Yes. In addition, the parties will meet and review the current printing and prepare a list of amendments to that CBA and reprint a new CBA and Carrier shall distribute the new reprinting. The parties recognize this review may not be completed prior to implementation of this Agreement, but will endeavor to provide such copies as expeditiously as possible.
- Q21. Where does the 25-mile zone in Article VI (D) (1) start?
- A21. From the applicable switching limits at the involved location.
- Q22. If a crew in the 25 mile zone is delayed in bringing the train into the original terminal so that it does not have time to go on to the objective (destination) terminal, what will happen to the crew?
- A22. Except in cases of emergency, the crew will be deadheaded (in combination with service) to the objective (destination) terminal.
- Q23. Is it the intent of this agreement to use crews beyond the 25-mile zone?
- A23. No. The engineer would be operating off his or her assignment.
- Q24. In Article VI (D) (1), is the 1/2 basic day for operating in the 25-mile zone frozen and/or is it a duplicate payment/special allowance?
- A24. No, it is subject to future wage adjustments and is not a duplicate payment/special allowance.
- Q25. How is a crew paid if they operate in the 25-mile zone?
- A25. If a pre-October 31, 1985 train/engine service seniority date employee is transported to its train 10 miles east of Nampa and he/she takes the train to LaGrande and the time spent is one hour east of Nampa and 10 hours 30 minutes between Nampa and LaGrande with no initial or final delay earned, the employee shall be paid as follows:

- A. One-half basic day for the service east of Nampa because it is less than four hours spent in that service.
 - B. The applicable agreed-to road miles between Nampa and LaGrande.
 - C. Overtime based on the miles run between Nampa and LaGrande divided by 20 for the time up to the 10 hours and 30 minutes worked between those two points.
- Q26. Would a post-October 31, 1985 train/engine service employee be paid the same?
- A26. No. The National Disputes Committee has determined that post-October 31, 1985 train/engine service employees come under the overtime rules established under the National Agreements/ Awards/ Implementing Agreements that were effective after that date for both pre-existing runs and subsequently established runs. As such, the post October 31, 1985 engineer would not receive the overtime in C above but receive the payments in A & B.
- Q27. How will initial terminal delay be determined when performing service as outlined above?
- A27. Initial terminal delay for crews entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when the crew operates back through the on duty point. Operation back through the on duty point shall be considered as operating through an intermediate point.
- Q28. Will the pool freight operation between Spokane and Hinkle be considered, for pay purposes, as an interdivisional service run?
- A28. Yes.

ARTICLE VII - PROTECTION

- Q29. What rights does an engineer have if he or she is already covered under labor protection provisions resulting from another transaction?
- A29. Section 3 of New York Dock permits engineers to elect which labor protection they wish to be protected under. By agreement between the parties, if an engineer has three years remaining due to the previous implementation of Interdivisional Service the engineers may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. It is important to remember that an engineer may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.
- Q30. How will reductions from protection be calculated?
- A30. In an effort to minimize uncertainty concerning the amount of reductions and simplify this process, the parties have agreed to handle reductions from New York Dock protection as follows:
1. Pool freight assignments - 1/15 of the monthly test period average will be reduced for each voluntary absence of up to 48 hours or part thereof. Absences beyond 48 hours will result in another 1/15 reduction for each additional 48 hour period or part thereof.
 2. Five day assignments - 1/22 of the monthly test period average will be reduced for each voluntary absence of up to 24 hours or part thereof. Absences beyond 24 hours will result in another 1/22 reduction for each additional 24-hour period or part thereof.

3. Six & seven day assignments - The same process as above except 1/26 for a six day assignment and 1/30 for a seven day assignment.

4. Extra board assignments - 1/30 of the monthly test period average will be reduced for each voluntary absence of up to 24 hours or part thereof. Absences beyond 24 hours will result in another 1/30 reduction for each additional 24-hour period or part thereof.

Q31. Why are there different dollar amounts for non-home owners and homeowners?

A31. New York Dock has two provisions covering relocating. One is Article I, Section 9, Moving Expenses and the other is Section 12, Losses from Home Removal. The \$10,000 is in lieu of New York Dock moving expenses and the remaining \$20,000 is in lieu of loss on sale of home.

Q32. Why is there one price on loss on sale of home?

A32. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or want to go through the procedures to claim the loss under New York Dock.

Q33. What is loss on sale of home for less than fair value?

A33. This refers to the loss on the value of the home that results from the Carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.

Q34. If the parties cannot agree on the loss of fair value what happens?

A34. 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.

Q35. What happens if an engineer sells the home for \$20,000 to a family member?

A35. That is not a bona fide sale and the engineer would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.

Q36. What is the most difficult part of New York Dock in the sale transaction?

A36. 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.

Q37. Who is required to relocate and thus eligible for the allowance?

A37. A prior rights engineer who can no longer hold a position at his or her location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs or forced inside the Hub and released, common engineers and engineers who have to exercise seniority in their prior rights area due to a non-merger event.

Q38. At what point are engineers no longer entitled to relocation allowances?

A38. The Agreement provides for a two-year window for applying for relocation allowances.

Q39. When did the person need to be a homeowner to qualify as one for relocation purposes?

A39. New York Dock protects homeowners due to loss on sale of home that are caused by the merger. If a non-homeowner purchases a home subsequent to Carrier's service of notice on June 15, 2000, the employee would not be considered as a homeowner because and would not be affected by the merger because they were not a homeowner at that time.

- Q40. Will engineers be allowed temporary lodging when relocating?
- A40. Engineers entitled to relocation provisions shall be given temporary lodging for thirty (30) consecutive days as long as they are marked up.
- Q41. When will reserve boards be established and under what conditions will they be governed?
- A41. Depending on manpower needs there may be engineers on reserve boards on implementation day. The reserve boards will be effective on that day however agreement provisions requiring all vacancies to be filled and the displacement of engineers not entitled to reserve board positions must be complied with prior to the Carrier opening reserve board positions. The reserve board provisions of the controlling CBA will govern its operation.
- Q42. What method will be used to determine the TPA for engineers covered by this Agreement and what period will be used for the TPA?
- A42. TPA's will, except as specifically set forth in this Agreement, be calculated in accordance with the provisions of New York Dock. The period used for determining TPA's will be either (1) the (12) month period immediately preceding implementation of this Agreement; (2) calendar year 2000; (3) calendar year 1999; or (4) calendar year 1998. The test period used will be that period of the four aforementioned periods which creates the highest test period average.
- Q43. How will union officers' TPA's be established?
- A43. The Carrier will average the earnings of the two engineers above and the two engineers below in like service usually performed by the union officer. If the resultant amount is greater than their regular TPA, it shall be used. In making the involved calculation(s), those engineers with unusually high or low TPA's will not be considered or used in such calculations.
- Q44. If an engineer is displaced from his or her assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?
- A44. An engineer's reduction from New York Dock protection would commence with the notification or attempted notification by Carrier and would continue until the engineer placed himself or herself.
- Q45. An engineer who holds seniority on Portland Hub Zone 1 and is assigned to a position at Hinkle pursuant to Article I, Section B, Paragraphs 5.a. and 5.b. of the August 13, 1998 Merger Implementing Agreement elects, when canvassed, to go back to Portland Hub Zone and not remain in Zone 2. Will he or she be entitled to the relocation benefits set forth in New York Dock and/or this Agreement?
- A45. Yes, provided he or she was not paid a relocation allowance or other such benefits in conjunction with implementation of the Portland Hub Zone 1 Merger Implementing Agreement.

Side Letter No. 1

Mr. T. J. Donnigan
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Donnigan:

During our discussions on New York Dock protection we discussed the issue of a pool engineer taking a single day paid absence, such as a personal leave day or a single day vacation, and the impact it will have on his or her protection. In an effort to simplify the process and to provide the pool engineer with an alternative, the parties agree that a pool engineer shall have one of the following options:

(1) Elect a single paid personal leave or vacation day and hold their turn so that if it obtains a first out status they will be first out when they are marked up no less than 24 hours later, with no deduction from their protection; or

(2) Elect a minimum of two consecutive days paid personal leave or vacation days on pools whose round trip district miles are 400 or less or a minimum of three consecutive days on pools whose round trip district miles are more than 400 miles and not hold their turns. If the minimum number of consecutive days are met for each round trip then no deduction will be made in their protection.

Question #1: If the round trip district miles of a run are 390 miles and initial and or final terminal delay make a payment over 400 miles, how many personal leave days must be used?

Answer #1: Only the district miles are used for determining the number of personal leave days to be used. In this case two personal leave days would qualify for no deduction.

Question #2: If the round trip district miles are over 400 miles, how is a deadhead counted?

Answer #2: Deadheads are already taken into account by using a 1/15th offset for pools. Since most pools do not average 15 round trips per month a 1/15th offset is less than using the average for each pool. As a result the round trip district miles are used for determining the number of personal leave days that would substitute for no offset and in this case three personal leave days would qualify.

Question #3: If an employee requests the minimum of 2 days for a 380-mile round trip, can the Carrier approve only 1 day?

Answer #3: No. Depending on the needs of service, either both days will be granted or both days declined.

(3) Elect a single paid personal leave or vacation day and not hold their turn resulting in payment of a single day with a corresponding 1/15th deduction from protection.

The option must be selected by the engineer at the time the personal leave or vacation day is granted. Engineers must file the protection form each time they take paid days in accordance with the above options. This letter will not apply to any engineer who does not have wage protection and when no engineer has such protection then this letter shall become null and void.

Yours truly,

s/ A. Terry Olin

AGREED:

s/ T. J. Donnigan

General Chairman BLE

Side Letter No. 2

Mr. T. J. Donnigan
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Donnigan:

The parties recognize there are certain "Oregon" Agreement provisions that are local in nature and need to be retained. These agreements or rules are specific to a unique operation or location that would not be covered under an Idaho Agreement rule. The parties agree to meet at our first opportunity and review what former "Oregon" Agreement rules should be retained and incorporated into the collective bargaining agreement for Zones 2 and 3. Failure to agree on all rules shall not interfere with or delay implementation of this Agreement for Zones 2 and 3.

Yours truly,

s/ A. Terry Olin

AGREED:

s/ T. J. Donnigan
General Chairman, BLE

Side Letter No. 3

Mr. T. J. Donnigan
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Donnigan:

In conjunction with the parties' negotiations on the Merger Implementing Agreement for Zones 2 and 3 of the Portland Hub, we discussed expansion of seniority rights, obligations and opportunities for engineers assigned in the three zones comprising the Portland Hub.

This letter will confirm our agreement to meet following implementation of this Agreement to explore development of an agreement providing expanded seniority opportunities for engineers in the Portland Hub. Accordingly, the parties commit to pursue in good faith an arrangement that will simultaneously enhance engineer work opportunities and ensure Carrier's service needs are effectively and efficiently satisfied.

Yours truly,

s/ A Terry Olin

AGREED:

s/ T. J. Donnigan
General Chairman, BLE

Side Letter No. 4

Mr. T. J. Donnigan
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Donnigan:

This refers to the parties' discussions in connection with the Merger Implementing Agreement for that portion of the Portland Hub not covered by the September 16, 1998 Merger Implementing Agreement for Portland Hub Zone 1.

During our negotiations, your organization raised a concern regarding the manner in which extra board vacancies and vacancies on other outlying positions are filled. In connection therewith, your organization pressed for modifications to existing rules governing the filling of such vacancies. The parties agree to seriously explore other avenues or alternatives for filling outlying extra board vacancies or vacancies on other outlying positions and to seek rule modifications that will benefit all involved. The parties also agree to commence these negotiations as soon as practicably possible following implementation of this Agreement.

If the foregoing properly and accurately reflects our understandings, please so indicate by affixing your signature in the space provided below.

Yours truly,

s/ A. Terry Olin

AGREED:

s/ T. J. Donnigan
General Chairman, BLE

Side Letter No. 5

Mr. T. J. Donnigan
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Donnigan:

This refers to the parties' discussions in connection with the Merger Implementing Agreement for that portion of the Portland Hub not covered by the September 16, 1998 Merger Implementing Agreement for Portland Hub Zone 1.

Article IV, Section A, Paragraph 2.a. provides that a consolidated road/yard extra board may be established at Hinkle following the serving of a sixty (60)-day advanced written notice. Your organization voiced concerns in connection with the establishment of this consolidated extra board and its possible impact on yard engineers at Hinkle. To address these concerns, the parties agreed that in the event Carrier serves notice to establish the consolidated extra board, Carrier will meet with your organization to review and, if possible, address the impact establishing this extra board will have on Hinkle yard engineers. Failure to reach agreement on those issues or concerns will not preclude establishment of this consolidated road/yard extra board.

If the foregoing properly and accurately reflects our understandings, please so indicate by affixing your signature in the space provided below.

Yours truly,

s/ A. Terry Olin

AGREED:

s/ T. J. Donnigan
General Chairman, BLE

ATTACHMENT "A"

MERGER IMPLEMENTING AGREEMENT

PORTLAND HUB -- ZONES 2 & 3

IDAHO SENIORITY DISTRICT ENGINEERS ASSIGNED RIGHTS TO

"NAMPA" POSITIONS IN THE LAGRANDE - NAMPA THROUGH FREIGHT POOL

<u>NAME</u>	<u>NAME</u>
L. L. Ward	R. L. Russell
E. H. Robertson	J. D. Egusquiza
T. W. Gough	A. R. Willis
W. L. Vollbrecht	T. T. Strickler
B. D. Kroll	F. C. Kuhn
J. O. Ortiz	R. R. Franks
M. L. Archuleta	G. E. Wilson
J. C. Shull	R. H. Tijerina
D. K. Collins	W. E. Wood Jr.
R. J. Santistevan	S. McAughey
R. K. Anderson	J. A. Ramage
A. J. Rasmusen	R. L. Rash
S. M. Schwalbe	R. S. Meyer
A. F. Gray	J. E. Moore
D. G. Washburn	P. M. Galloway
D. L. Wheeler	M. R. Roe
O. G. Connell	S. W. Brumbaugh
W. A. Link	G. L. Wheeler
O. K. Leonard	R. N. Patterson
S. K. Simmons	R. C. Goldsmith
S. J. Gardiner	D. C. Williams
L. L. Carr	J. D. Kelley
K. A. Rule	C. A. Stapleton
J. W. DeCleur	C. A. Sprague
B. O. Fuqua	R. L. Anderson
D. L. McCrory	M. R. Kelley
P. D. Short	T. J. Southwood
C. R. Hardesty	J. K. Adkins
B. B. Jones	S. D. Moore
J. D. Simmons	G. E. Suchy
R. D. Tines	R. L. Davis
	M. Hennessy

ATTACHMENT "B"

MERGER IMPLEMENTING AGREEMENT

PORTLAND HUB -- ZONES 2 & 3

FORMER 4th SENIORITY DISTRICT ENGINEERS ASSIGNED

LIMITED PRIOR RIGHTS IN THE HINKLE-LAGRANDE SUB-ZONE

NAME

R J CANTRELL
J T CARLYLE
D V BAKER
B R MCKILLIP
R J KENNEDY, JR
D E EISENBARTH
D W THOMPSON
D MILLER
R D SOWARDS
B K BALLER
D BALLER
C H SPRINGER
J T ETCHAMENDY

ATTACHMENT "C"

THE FOLLOWING IDENTIFIES TERMS AND CONDITIONS REFERRED TO IN ARTICLE VI, SECTION B, PARAGRAPH 7 (BUT NOT LIMITED TO) OF THE **PORTLAND HUB (ZONES 2 AND 3) MERGER AGREEMENT** THAT WILL BE APPLICABLE TO ZONES 2 AND 3 POOL FREIGHT OPERATIONS IN THOSE ZONES (INCLUDING HELPERS),

1. **Initial Terminal Delay** - Engineers eligible for Initial Terminal Delay shall be paid on a minute basis after thirty (30) minutes unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal. Existing definitions and interpretations of this rule will continue to apply even though not fully set forth in this document.
2. **Basic Day/Rate of Pay** - The provisions of the November 7, 1991, Implementing Agreement (BLE) and the May 31, 1996, National/Local Agreement (BLE) will apply.
3. **Transportation** - Transportation will be provided in accordance with Section (2)(c) of Article IX of the May 19, 1986, National Arbitration Award (BLE).
4. **Meal Allowances and Eating En Route** - Meal allowances and eating en route will be governed by Sections 2(d) and 2(e) of Article IX of the May 19, 1986, National Arbitration Award (BLE) as amended by the November 7, 1991, Implementing Agreement.
5. **Overtime** - Engineers who have an engineer/train service seniority date prior to October 31, 1985, shall begin overtime at the expiration of eight (8) hours for those through freight runs that are one hundred sixty miles or less and on runs in excess of one hundred sixty miles overtime will begin when the time on duty exceeds the miles run divided by 20, or in any case, when on duty in excess of 10 hours. When overtime, initial terminal delay and final terminal delay accrue on the same trip, allowance will be the combined initial and final terminal delay time, or overtime, whichever is the greater. Employees hired after October 31, 1985, shall be paid overtime in accordance with the National Rules governing same and in the same manner previously paid on the UP prior to the merger.
6. **Held Away from Home Time** - Engineers in pool freight service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous tour of duty, at the regular rate per hour paid them for the last service performed.
7. **Final Terminal Delay** - Engineers eligible for final terminal delay shall be paid in accordance with Article V of the May 19, 1986 BLE National Arbitration Award.