

**MERGER
IMPLEMENTING AGREEMENT
(Expanded St. Louis Hub)**

between the
UNION PACIFIC RAILROAD COMPANY
Southern Pacific Transportation Company
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

On April 15, 1998 the parties entered into a Merger Implementing Agreement for the St. Louis Hub. During negotiations the Organization expressed concern about possible discontinuance of through freight service on the former SPCSL Springfield Subdivision between St. Louis and Chicago and the effects such would have on Bloomington as a home terminal for pool operations.

ARTICLE I. In order to address the above described concerns of engineers at Bloomington, the April 15, 1998 St. Louis Hub Agreement is modified to the extent described below.

- A. The Preamble and Article I.B.1. of the April 15, 1998 St. Louis Hub Agreement are amended to read as follows:

*"Territory Covered: St. Louis/East St. Louis/Dupo to Chicago via
Bloomington (not including Chicago)"*

The above includes all UP and SPCSL 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 crews from operating into/out of such terminals/points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

- B. The territory referenced above shall be covered by Zone 2 of the UP-BLE St. Louis Hub Agreement dated April 15, 1998.
- C. The terms of the UP-BLE St. Louis Hub Agreement dated April 15, 1998 shall apply in its entirety to the amended territory encompassing Zone 2 as described above, unless such terms are expressly modified by this Agreement.

- D. The Carrier will maintain an extra board (combination road/yard) at Bloomington. This extra board will protect all extra work at Bloomington and South Pekin (if no South Pekin Extra Board is in existence) including hours of service relief as described in Article I.B.2.f.(1) of the April 15, 1998 St. Louis Hub Agreement and Paragraph D of this Expanded Hub Agreement.
- E. Hours of Service relief of trains operating Bloomington to Chicago may be protected by (1) The away-from-home terminal pool engineer at Chicago in turnaround service if the train has reached Odell siding or beyond. When so used the engineer will be deadheaded home or be placed first out for service or deadhead on his rest. (2) Such trains which have not reached Odell siding shall be protected on a straight-away move by a home terminal pool engineer at Bloomington. (3) The Bloomington Engineers Extra Board. Hours of Service relief of trains operating Chicago to Bloomington may be protected by (1) the Bloomington Engineers Extra Board if the train has reached Odell siding or beyond. (2) Such trains which have not reached Odell siding shall be protected on a straight-away move by an away-from-home terminal pool engineer at Chicago. Hours of Service relief of trains operating St. Louis to South Pekin may be protected by the (1) Bloomington Engineers Extra Board, (if a South Pekin Extra Board is not in existence), if the train has reached Virden Siding or beyond, (2) otherwise a Zone 2 Pool engineer, home terminated at St. Louis, will be used on a straight-away move.
- F. The existing former SPCSL Bloomington to Chicago Pool operations shall be preserved as a single, separate pool operation under this Agreement. The home terminal of this pool will be Bloomington and the away-from-home terminal will be Chicago.
- G. In the event business conditions result in engineers at Bloomington (either in pool service, on the extra board, or otherwise) being unable to hold any assignment as locomotive engineers at Bloomington, such engineers required to exercise seniority to any other assignment (or senior engineers who elect to relocate in their stead) shall be eligible for relocation benefits under Articles VI.E.1. and VII of this Agreement. After six (6) years from date of implementation of this Agreement, no future relocation benefits shall be applicable under such circumstances except as provided for in Paragraph H. of this Expanded St. Louis Hub Agreement.
- H. Notwithstanding the above provisions, if at any future date Carrier elects to discontinue its operations on the former SPCSL Subdivision between Bloomington and Chicago, the Carrier will serve a thirty (30) days written notice upon the Organization to cease utilizing Bloomington as a home terminal for pool operations. Under those circumstances, all engineers at Bloomington will be eligible for relocation benefits and expense reimbursement as defined by Article VI.E.1. and Article VII of the April 15,

1998 St. Louis Hub Agreement. The Carrier will afford the "affected engineers" the option to place to the location where equity for such work exists, (i.e., Zone 2) or to their respective common seniority positions within the hub.

- I. The parties shall agree on a base line number of pool turns for both the pools described in Article I.B.2.d. of the April 15, 1998 St. Louis Hub Agreement and Paragraph F. of this Agreement. In the event of a cessation of operations at Bloomington, the parties will meet and reach an Agreement on how the baseline numbers of the two former pools will be consolidated into the remaining single pool as described in Side Letter No. 15 of the April 15, 1998 St. Louis Hub Agreement. The parties agree if such a meeting occurs the general principles as described in Article I.B.2.a. and Side Letter No. 15, of the UP-BLE St. Louis Hub Agreement, would apply.
- J. Nothing in this Agreement is intended to preclude former SPCSL engineers home terminated at Bloomington on the date of the notice served for the St. Louis Hub (notice dated October 10, 1997) from acquiring Zone 2 prior rights seniority and transferring to Villa Grove to represent the former SPCSL (Bloomington to Chicago) equity in the UP Villa Grove to Chicago through freight corridor under Article I.B.2.d. of the April 15, 1998 St. Louis Hub Agreement. The second sentence of Article I.B.2.d. is superseded by this Agreement and is deleted.

ARTICLE II. The following additional modifications to the April 15, 1998 St. Louis Hub Agreement are made to address other items which have been raised during preparations for its implementation.

- A. Article III.A.6.d. is amended to read as follows:

"D. The extra boards described in a. and b. above will supplement each other when one is exhausted. With regard to protecting yard extra service in the St. Louis Terminal, an engineer called off his/her extra board pursuant to this provision to protect St. Louis Terminal extra yard service on the other side of the river shall be paid a driving allowance of forty-five minutes (45") at the pro rata yard rate, separate and apart from the tour of duty, and auto mileage to and from his/her assigned extra board to the reporting location of the yard service protected on the other side of the river."

- B. The following additional Question and Answer is added under Article VII, Section B:

"Q11. Are there any seniority moves that are eligible for an allowance?"


"A. 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 another relocation allowance."

- C. Attachments "A" through "D" to this Agreement describe the baseline numbers for the slotted pools in the territories between Villa Grove and Chicago, Salem and Villa Grove, Salem and Chicago, and Bloomington and Chicago.
- D. In accordance with Article II B.1. of the April 15, 1998 St. Louis Hub Agreement there will be six (6) former SPCSL engineers from Roster No. 310101 allowed seniority with prior rights in Zone 1 of the St. Louis Hub. The names of the six (6) former SPCSL engineers entitled to obtain prior rights in Zone 1 are: W. N. Hull, M. W. Hutsch, R. L. Ellis, J. E. Harrison, C. D. Turner, Jr. and M. D. Lorton
- E. If the St. Louis to Chicago Interdivisional operations established by Arbitration Award No. 553, are maintained at sufficient levels that would require regular assigned pools, the parties will meet to adjust equity of the pools St. Louis to Villa Grove, Bloomington and South Pekin and Villa Grove to Chicago as well as establish a base line for the St. Louis to Chicago Interdivisional pool.

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

Signed at Omaha, Nebraska this 27th day of August, 1998.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**



D. E. Penning
General Chairman, BLE



D. E. Thompson
General Chairman, BLE



J. R. Koonce
General Chairman, BLE

APPROVED:

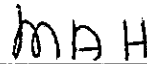


A. L. McCoy
Vice President, BLE




D. M. Hahs
Vice President, BLE

FOR THE CARRIER:



M. A. Hartman
General Director-Labor Relations



J. M. Raaz
Asst. Vice President-Labor Relations

ATTACHMENT "A"
POOL ALLOCATION

Villa Grove - Chicago (30 turns); former CEI 100%

1.	CEI	16.	CEI
2.	CEI	17.	CEI
3.	CEI	18.	CEI
4.	CEI	19.	CEI
5.	CEI	20.	CEI
6.	CEI	21.	CEI
7.	CEI	22.	CEI
8.	CEI	23.	CEI
9.	CEI	24.	CEI
10.	CEI	25.	CEI
11.	CEI	26.	CEI
12.	CEI	27.	CEI
13.	CEI	28.	CEI
14.	CEI	29.	CEI
15.	CEI	30.	CEI

(Turns in 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

Salem - Villa Grove (8 turns); former CEI 100%

1. CEI
2. CEI
3. CEI
4. CEI
5. CEI
6. CEI
7. CEI
8. CEI

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

ATTACHMENT "C"

POOL ALLOCATION

Salem - Chicago (25 turns); former CEI 100%

- | | | | |
|-----|-------------------------|-----|-----|
| 1. | CEI - VILLA GROVE NORTH | 14. | CEI |
| 2. | CEI - VILLA GROVE NORTH | 15. | CEI |
| 3. | CEI - VILLA GROVE NORTH | 16. | CEI |
| 4. | CEI - VILLA GROVE NORTH | 17. | CEI |
| 5. | CEI - VILLA GROVE NORTH | 18. | CEI |
| 6. | CEI - VILLA GROVE NORTH | 19. | CEI |
| 7. | CEI - VILLA GROVE NORTH | 20. | CEI |
| 8. | CEI - VILLA GROVE NORTH | 21. | CEI |
| 9. | CEI | 22. | CEI |
| 10. | CEI | 23. | CEI |
| 11. | CEI | 24. | CEI |
| 12. | CEI | 25. | CEI |
| 13. | CEI | | |

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

ATTACHMENT "D"

POOL ALLOCATION

Bloomington - Chicago (10 turns); former SPCSL 100%

1. SPCSL
2. SPCSL
3. SPCSL
4. SPCSL
5. SPCSL
6. SPCSL
7. SPCSL
8. SPCSL
9. SPCSL
10. SPCSL

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

ATTACHMENT "E"

POOL ALLOCATION

Salem - Dexter Pool (32 turns); former UP 75%; former CEI 25%

- | | | | |
|-----|-----------------------|-----|-----------------------|
| 1. | UP | 17. | UP |
| 2. | UP | 18. | UP |
| 3. | CEI-VILLA GROVE SOUTH | 19. | CEI-VILLA GROVE SOUTH |
| 4. | UP | 20. | UP |
| 5. | UP | 21. | UP |
| 6. | UP | 22. | UP |
| 7. | CEI-VILLA GROVE SOUTH | 23. | CEI-VILLA GROVE SOUTH |
| 8. | UP | 24. | UP |
| 9. | UP | 25. | UP |
| 10. | UP | 26. | UP |
| 11. | CEI-VILLA GROVE SOUTH | 27. | CEI-VILLA GROVE SOUTH |
| 12. | UP | 28. | UP |
| 13. | UP | 29. | UP |
| 14. | UP | 30. | UP |
| 15. | CEI-VILLA GROVE SOUTH | 31. | CEI-VILLA GROVE SOUTH |
| 16. | UP | 32. | UP |

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

MEMORANDUM OF UNDERSTANDING
between
UNION PACIFIC RAILROAD
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In accordance with the St. Louis Hub and expanded St. Louis Hub Agreements the parties met to determine the appropriate equity and handling of engineers due to the current cessation of through freight traffic through Bloomington. As a result of those discussions the following is agreed to:

1. The Villa Grove - Chicago pool shall be slotted on a 75-25% basis (75% C&E and 25% SPCSL) based on an equity order of selection (Attachment "A"). This order of selection will also apply to the Bloomington - Chicago pool if traffic returns to that route. The order of selection shall apply to the first 40 turns with those over 40 being common.
2. The Carrier shall advertise the SPCSL turns until noon on March 15, 2000 and the successful bidders shall be placed on the turns at 8AM on March 16, 2000 or when they tie up from their assignment working at that time. If the turn is out of town at that time they shall be placed on the turn when it returns to the home terminal. If all assignments are not bid in by the SPCSL engineers then the current incumbents will not be removed from the non bid assignments.
3. Recognizing that the movement of SPCSL engineers to the pool and other engineers to other assignments will require some displacements, the parties will make good faith efforts to ensure that engineers obtain their rest and not lose New York Dock protection. The Carrier will make efforts to give timely notification to engineers displaced and those engineers will be permitted up to 8 hours to make a displacement without loss of NYD. In addition the parties will review any proposed NYD offsets during the 48 hours beginning March 16, 2000 to see if any of the offsets should be waived. Engineers will make a good faith effort to displace in a timely manner and recognize that not doing so could result in an offset. The Organization agrees to not file claims concerning the movement of engineers and regulation factors during this period.

This understanding is entered into this 9th day of March 2000.

For the Organization:

[Signature]
W.E. Thompson
C.R. Lightman
D.M. [Signature]

For the Carrier:

W.S. Humbley
Andrew [Signature]

ATTACHMENT "A"

POOL ALLOCATION

Villa Grove - Chicago (40 turns); former CEI 75%, former SPCSL 25%

1.	CEI	21.	CEI
2.	CEI	22.	CEI
3.	SPCSL	23.	SPCSL
4.	CEI	24.	CEI
5.	CEI	25.	CEI
6.	CEI	26.	CEI
7.	SPCSL	27.	SPCSL
8.	CEI	28.	CEI
9.	CEI	29.	CEI
10.	CEI	30.	CEI
11.	SPCSL	31.	SPCSL
12.	CEI	32.	CEI
13.	CEI	33.	CEI
14.	CEI	34.	CEI
15.	SPCSL	35.	SPCSL
16.	CEI	36.	CEI
17.	CEI	37.	CEI
18.	CEI	38.	CEI
19.	SPCSL	39.	SPCSL
20.	CEI	40.	CEI

(Turns in 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

W.S. HINCKLEY
GENERAL DIRECTOR-
LABOR RELATIONS-OPERATING-SOUTH

1416 DODGE STREET
OMAHA, NEBRASKA 68179
(402) 271-~~2600~~ 5201



October 18, 1999
110. 61-21-303

Mr. C.R. Rightnower
General Chairman BLE
320 Brookes Dr. Suite 115
Hazelwood, Mo 63042

Mr. D. E. Thompson
General Chairman BLE
414 Missouri BLVD
Scott City, MO 63780

Gentlemen:

This refers to Side Letter No. 11 of the St. Louis Hub Agreement. That side letter, along with corresponding sections of the Hub Agreement provide for certain engineers to work at Dexter in the St. Louis – Dexter and Salem – Dexter pools. This arrangement was meant to provide employment at that point on an attrition basis for a number of years without the need to force “non Dexter” engineers to that location.

Recently a number of engineers were forced to Dexter and it was brought to the attention of the Carrier by the SSW General Chairman that it was the intent of the parties to enter into an agreement to require engineers at Dexter in these two pools to fill other vacancies at Dexter prior to forcing other engineers to Dexter. It was pointed out that similar agreements have been made at other locations such as Jefferson City and Pratt with similar attrition arrangements.

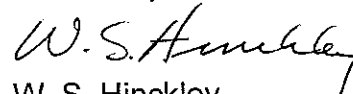
In keeping with the parties intent the following is agreed to at Dexter:

“If there are unfilled positions on the extra board, locals or other road assignments (including the Dexter – Memphis pool) with a home terminal at Dexter or in the vicinity, the junior engineers at Dexter, (in the St. Louis – Dexter and Salem – Dexter pools) who are entitled to reverse lodging and held away will be required to cover such positions or assignments. Engineers covered by Side Letter No. 11 who are force assigned under these provisions will not have their TPA's reduced and will be treated as holding the highest paying assignment at Dexter. When engineers who hold these positions return to the pools, they shall again be eligible for the “reverse” provisions they are currently entitled.”

"An extra board will be maintained at Dexter, Missouri to protect engineer vacancies as per the St. Louis Hub Agreement. This extra board will be maintained at a level of no less than 30% (all fractions are amended downward) of the total number of engineer positions protected by the Dexter extra board."

If the foregoing adequately and accurately sets forth our joint understanding on this matter please so indicate by signing in the space provided for that purpose. I have sent each of you a copy with the signature copies to General Chairman Thompson. When signed by him, please send them to General Chairman Rightnowar for his signature and forwarding on to me. Your expeditiously handling will assist in releasing any engineers currently forced to Dexter.

Yours truly,


W. S. Hinckley

Agreed:


General Chairman BLE SSW


General Chairman BLE MPUL

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 20, 1999

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

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

Gentlemen:

This refers to the Merger Implementing Agreement for the St. Louis Hub.

In Side Letter No. 16 of the St. Louis Hub Merger Implementing Agreement and referenced in Article 1.B.3.a. of Kansas City Hub Merger Implementing Agreement, the parties agreed to allow former UP and SSW engineers residing at or in the vicinity of Jefferson City to continue to maintain their residences at that location subject to the language of Side Letter No. 16.

It is understood that St. Louis is the home terminal for all engineers performing service in the St. Louis to Jefferson City pool. The present UP and SSW engineers at Jefferson City working in the St. Louis Hub will be eliminated by attrition. When a former UP or SSW engineer, residing at or in the vicinity of Jefferson City, vacates his pool assignment through retirement, resignation, voluntary seniority move/relocation, etc., and it is not claimed/occupied by a prior right Jefferson City engineer covered by this Side Letter, such position will no longer be maintained at Jefferson City but will be readvertised as St. Louis as the home terminal.

Sufficient pool turns (along with extra board positions, as described below) shall be established to accommodate those engineers identified on the attachment to this Letter of Agreement. In the event there is a reduction in pool turns, the junior positions home terminated at St. Louis shall be reduced.

An extra board will be maintained at Jefferson City to protect assignments working east in St. Louis Hub Zone 1 (Jefferson City to St. Louis). This extra board will be maintained at a level of no less than 30% (all factors are amended downward) of the number of engineers occupying pool turns and residing at Jefferson City under this attrition arrangement. If there are unfilled positions on such extra or unfilled positions on locals on

Messrs. Rightnowar and Thompson
January 20, 1999
Page Two

other road assignments working out of Jefferson City east, the junior engineers in St. Louis to Jefferson City pool, residing at or in the vicinity of Jefferson City, will be required to cover such position or assignment. Engineers residing at Jefferson City under this Agreement who are forced assigned under the provisions of this Side Letter will not have their TPA's reduced. Nothing in this Side Letter is intended to convey the Jefferson City - East Extra Board the exclusive right to protect all assignments in Zone 1.

Engineers, as set forth on the attachment, who continue to reside at or in the vicinity of Jefferson City will be afforded reverse lodging and HAHT privileges at St. Louis and lay off privileges at Jefferson City.


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

Yours truly,


L. A. LAMBERT

Att.

AGREED:


C. R. Rightnowar
General Chairman, BLE


D. E. Thompson
General Chairman, BLE

CC: 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

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

October 21, 1998

MR D E PENNING
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

Gentlemen:

This is in response to the Letter of Understanding dated June 8, 1998, specifically Section 8.

It is agreed and understood that the provisions of that Agreement will remain in full force and effect in those territories not affected by the St. Louis Hub implementation.

Yours truly,

R D Rock (with initials in a circle)

R. D. ROCK
DIRECTOR LABOR RELATIONS

AGREED:

D E Penning *clp*
D. E. PENNING
GENERAL CHAIRMAN

9/15/99
(DATE)

AGREED:

D E Thompson
D. E. THOMPSON
GENERAL CHAIRMAN

9/15/99
(DATE)

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

and the

UNITED TRANSPORTATION UNION-E

**MISSOURI AND ILLINOIS COMPANY ENGINEERS -
ST. LOUIS HUB MERGER AGREEMENT**

The Parties signatory to this Agreement acknowledge a Merger Implementing Agreement covering the consolidation of all engineers in the St. Louis Hub under one common Collective Bargaining Agreement was executed as a result of Carrier's notice served on January 6, 1998. Additionally, the Parties agree Locomotive Engineers who were currently covered by the Missouri and Illinois Company Schedule of Agreement are now considered fully covered by the terms of the Merger Implementing Agreement with all rights and benefits set forth therein applied equally to such engineers on the same basis as to all other engineers covered by said Implementing Agreement.

The Parties also agree that due to the uniqueness of the Missouri and Illinois engineers the following additional provisions will apply:

1. Article III, Section A 2 of the Merger Implementing Agreement covering the entire St. Louis Hub provides for a guaranteed extra board at Ste. Genevieve which is prior righted to former M&I engineers. The one (1) year provision set forth in the Merger Agreement and the provision for consolidating this extra board with the Chester extra board is however waived to the extent as provided below:

a. The extra board is currently manned with two (2) former M&I engineers and this manpower level will remain for prior rights M&I engineers so long as Carrier maintains the number of Ste. Genevieve and Bismark TSE assignments as outlined in section 2 below. In the event any of these assignments are eliminated, the extra board may be reduced or consolidated with the Chester extra board as provided in the Merger Agreement.

b. Further, maintenance of the Ste. Genevieve extra board at the level of two (2) engineers in solely for prior right M&I engineers and Carrier is not under any obligation to fill an open vacancy on the extra board.

2. Additionally, the following assignments will be prior righted to former M&I engineers:

Ste. Genevieve Road Switcher Assignments (TSE)

LSH08

LSH10

LSH11

Bismarck TSE Assignment LSH06

Sparta TSE Assignment LSH32

Sparta Coal Pool RE90 RE09 REK W

3. Any former M&I engineer who voluntarily exercises their seniority elsewhere in the St. Louis Hub shall be deemed to have forfeited their prior rights to the assignments and extra board as identified above. If however, an engineer is involuntarily forced under any circumstances, such engineer shall retain their prior rights and shall be allowed the opportunity to return when engineers are needed, either on a temporary or permanent basis, ahead of any other engineers.
4. Those former M&I engineers who are able to hold prior right assignments or the prior right extra board shall not be required to bid on pool turns or any other assignments in the St. Louis Hub in order to meet the requirement of seeking the highest rated job for labor protection purposes, nor will such pool or other earnings be used as treatments against the merger guarantees of such employees under New York Dock.
5. The M&I engineers referred to herein are under the jurisdiction of the MPUL BLE Collective Bargaining Agreement.

6. The Carrier will calculate and furnish TPA's for M&I engineers as soon as possible. The time frame used for calculating the TPA's will be August 1, 1996 through and including July 31, 1997 (as provided in the Merger Agreement) or twelve months prior to November 1, 1998 (the date of implementing the St. Louis Hub Merger Agreement), whichever is greater.

7. This Agreement implements the merger of the Union Pacific and Southern Pacific Lines Railroad operations in the area covered by the notice dated January 6, 1998.

Signed this 26 day of APRIL, 1999.

FOR THE
UNITED TRANSPORTATION UNION:

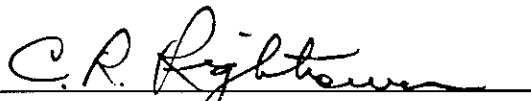


R. E. Karstetter
General Chairman, UTU-E

FOR THE
UNION PACIFIC RAILROAD COMPANY:



L. A. Lambert
General Director Labor Relations



C. R. Rightnowar
General Chairman, BLE

MEMORANDUM

Labor Relations Department
1416 Dodge Street, Room 332
Omaha, NE 68179

TO: Joe Bearden – St. Louis
Mary Payne – HDC
Harry Straub – WT008
Tony Zabawa – PNG07
Marilyn Ahart – PNG07

CC: Robbin Rock
Paul Waldmann
Bill Huffles – WT008

FROM: Lynn Lambert

DATE: May 4, 1999

FILE: 110.61-21
#1301099901

Copied and attached is a Memorandum of Agreement addressing the Missouri and Illinois Engineers under the BLE St. Louis Merger Agreement.

Believe the Agreement is self-explanatory but if you or a member of your staff have any questions or comments, please do not hesitate in contacting this office.

bcc: Charlie Rightnowar
General Chairman, ~~BLE~~ BLE (Sorry)

A fully-executed copy of the Agreement is attached.