

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



February 26, 2003
110.61.15 (300)
110.61.17 (300)

Mr. Gil Gore
General Chairman - BLE
1448 Mac Arthur Avenue
Harvey, Louisiana 70058

Agmt - Sep 7th Pool / Lv & Dallas
RECEIVED

MAY 19 2003

*Huddy
Reading*



Dear Sir:

This refers to our February 26, 2003 conference wherein we discussed the establishment of a separate freight pool to operate between Longview and Dallas, Texas.

In connection therewith it is agreed the following terms and conditions shall apply to crews operating between Longview and Dallas, Texas:

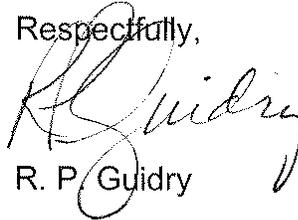
1. The Carrier may establish a separate freight pool for crews to operate and/or deadhead between Longview and Dallas, Texas. Longview shall be the home terminal and Dallas the away-from-home terminal for crews assigned to this service.
2. The terms and conditions contained in Article V of the Longview Hub Implementing Agreement shall apply to crews operating and/or deadheading between Longview and Dallas, Texas.
3. Question and Answer #1 relative to Article II.A.6 of the Longview Hub Implementing Agreement shall apply to away from home terminal crews used for turnaround and hours of service relief at Dallas.
4. The mileage of this run shall be computed from center-of-yard at Longview to center-of-yard at Dallas.
5. Hours of Service relief of through freight trains originating at Longview/Big Sandy and destined Fort Worth shall be performed by the Fort Worth extra board if the train has reached Mesquite or beyond. Hours of Service relief of through freight trains originating at Fort Worth and destined Longview/Big Sandy shall be performed by away from home crews at Ft. Worth if the train has not reached Mesquite.

Note: Nothing herein shall prevent the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours-of-service relief within road/yard service zones, pool crews performing through freight combined service/deadheads between terminals, road switchers handling trains within their zones.

6. This agreement is made without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) or dispute resolution and may be cancelled by either party upon thirty (30) days written notice to the other.

If this accurately reflects the terms and conditions agreed upon for crews operating in the Longview/Dallas Pool please indicate by signing in the space provided.

Respectfully,



R. P. Guidry

Agreed:



Mr. Gil Gore
General Chairman - BLE

. cc Barkley, Quinley, and Bearden
Meredith, Olin, Taggart