

UNION PACIFIC RAILROAD COMPANY



24125 Akline Westfield
Spring, TX 77373

October 16, 2009

1860.20

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Ste. 102
Spring, Texas 77388

Dear Sir:

This will confirm our discussion concerning the local assignments currently operating between Eureka-Hearne (BA001 LER71) and Hearne-Spring (AX171 LAB63/64), Texas. In connection therewith, **IT IS AGREED:**

The six day local assignments currently operating between Eureka-Hearne (BA001 LER71) and Hearne-Spring (AX171 LAB63/64) may be reassigned to operate as traveling switcher engine (TSE) assignments pursuant to Memorandum of Agreement dated May 9, 1995 and as set forth below:

1. These traveling switcher assignments may operate with a thirty-five (35) mile radius or seventy-five (75) miles in one direction mileage limitation, without penalty, on a five (5), six (6) or seven (7) day per week basis consistent with service requirements.
2. Except as specifically modified in this Agreement, all other work and operating parameters and agreement provisions applicable to TSE assignments in general apply to these two reassigned TSE assignments.
3. This Agreement is made to address unique service requirements. Accordingly, this Agreement will not prejudice the position of either party and will not be referred to in connection with any other case, agreement and/or dispute resolution.

4. The provisions of this Agreement are intended to apply to the two local assignments as referenced herein. Accordingly, such provisions shall not be applied, or interpreted to apply, to any other TSE assignments.
5. This Agreement does not alter in any manner any other provision of the Traveling Switcher Assignment Memorandum of Agreement dated May 9, 1995.
6. It is understood either party may cancel this Agreement by serving a thirty-day (30) written notice to the other.

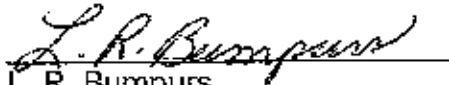
If you agree with the terms and conditions outlined above, please indicate by signing in the space provided below.

Yours truly,



S. F. Boone
Director - Labor Relations

AGREED:



L. R. Bumpurs
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone
Director - Labor Relations



24125 Aldine Westfield Road
Spring, Texas 77373
Office: (281) 350-7585

October 1, 2008

File: 1860.65-1
1860.1

MR L R BUMPURS
GENERAL CHAIRMAN UTU
400 RANDAL WAY - SUITE 102
SPRING TX 77388

Dear Sir:

This refers to our various conversations regarding the footboard yardmaster rate of pay for conductors assigned to traveling switch engines (TSE) working in Strang yard and performing certain task that may not normally be considered as typical duties for a TSE conductor.

As you know, the national agreement and the negotiated TSE agreement provide for the yard rate of pay for traveling switch engine assignments. However, in recognition of the unique circumstances surrounding the assignments in Strang yard, and in order to better serve the Carrier's customer, it is agreed:

1. The Carrier may designate specific assignments who perform the additional duties of a yardmaster such as on his/her own initiative receive and transmit instructions to other yard or road crews in the yard(s), will be allowed the footboard yardmaster rate of pay.
2. This rate of pay shall apply only as long as a conductor(s) is required to perform the duties of a footboard yard master; i.e., if local supervision is enhanced to the point where the assignment(s) will not be performing these duties, it will be allowed the yard rate of pay as provided for in the May 9, 1995 TSE Agreement.
3. It is understood this understanding is limited only to the assignments designated by the Carrier, and will be implemented upon arrival of the organization.

If you are in concurrence with the above proposal, please sign the second copy of this letter and return to the undersigned.

Sincerely,

Sharon F. Boone
Director Labor Relations

Agreed:

General Chairman L.R. Bumpurs

Date: Oct. 1, 2008

UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone
Director - Labor Relations



24125 Aldine Westfield Rd
Spring, Texas 77373
Office: (281) 350-7585

October 1, 2008

File: 1816.65-1
1860-1

MR L R BUMPURS
GENERAL CHAIRMAN UTU
400 RANDAL WAY - SUITE 102
SPRING TX 77388

Dear Sir:

This refers to our various conversations regarding the foreman rate of pay currently being afforded brakemen assigned to traveling switching engine (TSE) at Strang yard.

As you know, the national agreement and the negotiated TSE agreement provides for the yard rate of pay for traveling switch engine assignments. In addition, the memorandum of agreement dated February 23, 1998 provided for brakeman working on the hump at Strang Yard will be paid the foreman rate pay.

However, a recent audit discovered the brakemen assigned to other than hump conductor assignments, were also receiving the foreman rate of pay. In order to correct this error and to minimize the financial impact on the employees, the Carrier is agreeable to the following:

1. The Strang Yard TSE's brakemen assignments (other than the Hump Conductor assignments) currently receiving the foreman rate of pay are hereby frozen and are not subject to future GWI and COLA adjustments.
2. The Strang Yard TSE's brakemen assignments (other than the Hump Conductor assignments) currently receiving the foreman rate of pay will not receive the scheduled July 1, 2009 general wage increase.
3. Effective January 1, 2011, the Strang Yard TSE's brakemen assignments (other than the Hump Conductor) will revert to the proper yard helper rate of pay as provided for under the May 9, 1995 TSE Agreement.

If you are in concurrence with the above proposal, please sign in the second copy of this letter and return to the undersigned.

Sincerely,

S.F. Boone
Sharon F. Boone
Director Labor Relations

Agreed:

L.R. Bumpurs
General Chairman L.R. Bumpurs

Date: *Oct. 1, 2008*

UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone
Director - Labor Relations



24125 Aldine Westfield Road
Spring, Texas 77373
Office: (281) 360-7585

October 1, 2008

File: 1880.85
1880.1

MR L R BUMPURS
GENERAL CHAIRMAN UTU
400 RANDAL WAY - SUITE 102
SPRING TX 77388

Dear Sir:

This refers to our various discussions regarding the footboard yardmaster rate of pay for the Houston TSE assignment currently identified as "Baytown Hauler" (LHN 49).

As you know, the national agreement and the negotiated TSE agreement provide for the yard rate of pay for traveling switch engine assignments. However, in recognition of the unique circumstances surrounding these assignments and in order to better serve the Carrier's customer, it is agreed:

1. The conductor assigned to the Houston TSE "Baytown Hauler" (LHN 49) who performs the additional duties of a yardmaster such as on his/her own initiative receive and transmit instructions to other yard or road crews in the yard(s), will be allowed the footboard yardmaster rate of pay.
2. This rate of pay shall apply only as long as a conductor(s) is required to perform the duties of a footboard yardmaster; i.e., if local supervision is enhanced to the point where the assignment(s) will not be performing these duties, it will be allowed the yard rate of pay as provided for the May 9, 1995 TSE Agreement.
3. It is understood this understanding is limited to only the assignment listed above, and will be implemented upon approval of the organization.

If you are in concurrence with the above proposal, please sign copy of this letter and return to the undersigned.

Sincerely,

Sharon F. Boone
Director Labor Relations

Agreed:
General Chairman L.R. Bumpurs

Date: Oct. 6, 2008

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

ESTABLISHMENT OF HUMP TOWER FOREMAN POSITIONS AT ENGLEWOOD YARD

To facilitate operations at Englewood Yard and expand work opportunities for Carrier's yardmen, a need exists for foremen assigned and working on the hump at Englewood Yard to perform certain tasks that may not normally be considered as typical duties for a hump foreman. To accomplish these objectives and address matters unique to Englewood Yard, the parties have agreed to establish a new position -- "Hump Tower Foreman" -- at Englewood Yard.

Hump Tower Foreman positions established pursuant to this accord will be governed in relevant part by the terms and conditions set forth herein.

Accordingly, **IT IS AGREED:**

- A. A new position of "Hump Tower Foreman" may be established at Englewood Yard. Such positions, when established, will be governed by relevant provisions of the IGN Collective Bargaining Agreement and the specific provisions of this Agreement.
- B. The establishment and operation of Hump Tower Foreman positions will be governed by the terms and conditions set forth in this Agreement:
 - 1. Hump Tower Foreman positions may only be established at Englewood Yard.
 - 2. The on and off duty point for Hump Tower Foreman position(s) will be at Englewood Yard.
 - 3. A Hump Tower Foreman position(s) will be bulletined in accordance with applicable provisions of the IGN Agreement.

4. Hump Tower Foreman positions established pursuant to this Agreement may, in addition to normal duties of a foreman, perform other work at Englewood Yard. In that regard, Hump Tower Foremen may be required to perform the following:
 - a. Relay instructions of yardmasters to yard crews, operate the hump computer(s), handle controls of power switches, maintain paper on list machine, maintain switch lists and other normal crest operations in the area under their control, and handle/instruct general humping operations at Englewood Yard.

Note 1: Hump Tower Foremen may perform the duties outlined above in addition to other duties required of hump assignments at Englewood Yard including, but not limited to, protecting shoves consistent with GCOR rule requirements.

Note 2: To ensure the Hump Tower Foreman positions are utilized in a manner consistent with the intent of this accord, the parties agree to review and discuss on a periodic basis, or when requested, the duties required of a Hump Tower Foreman. Such discussions will involve appropriate representatives from Carrier's Operating and Labor Relations Departments and the United Transportation Union.
5. Hump Tower Foreman positions established pursuant to this Agreement will receive the Footboard Yardmaster rate of pay, in addition to an arbitrary allowance of one (1) hour and forty minutes pay at the footboard yardmaster rate of pay.

Note: The one (1) hour and forty minute arbitrary payment provided pursuant to this Section 5 is not intended to be paid at the frozen, but rather at the current pro rata rate and will accordingly be subject to applicable general wage and cost of living ("COLA") adjustments.
6. The Carrier will **not** make a Productivity Fund plug due to the assignment of Hump Tower Foreman position(s). Employees eligible for productivity fund payments will be given a trip credit for each tour of duty as a Hump Tower Foreman employee.
7. Members of yard crews may be required to continue to perform the duties enumerated herein that may be done by the Hump Tower Foreman.
8. The qualification of yardmen desiring to apply for position(s) created by this Agreement and the filling of permanent and temporary vacancies of such position(s) will be governed by the vacancy provisions of the schedule agreement.

- C. This Agreement shall not impose restrictions where none currently exist nor will it require the Carrier to establish or maintain Hump Tower Foreman positions as outlined herein.
- D. Except as specifically set forth herein, all other agreement rules, practices, etc. remain in full force and effect and are unaltered by this accord. In the event such rules and practices conflict with these terms, the provisions of this Agreement will prevail.
- E. This Agreement is made to address the unique circumstances at Englewood Yard and is without prejudice to the position(s) of either party and will not serve as a precedent for the resolution or handling of such or similar matters. The terms hereof will not be cited by either party for any reason in any future forum or proceeding.
- F. This Agreement may be canceled by either party by the serving of a thirty (30) day advance written notice. In the event such notice is served, the parties will meet within this thirty (30) day period to investigate issues associated with application and /or termination of this Agreement. The parties will also attempt in good faith to resolve the issues underlying the desired cancellation.

Signed this 1 day of June 2009.

UNITED TRANSPORTATION UNION:

UNION PACIFIC RAILROAD COMPA)



L. R. BUMPURS
General Chairman, UTU



S. F. BOONE
Director - Labor Relations

Mr. L. R. Bumpurs
General Chairman, UTU
400 Randal Way, Ste. 102
Spring, TX 77388

Dear Sir:

This refers to our discussions concerning the Memorandum of Agreement dated June 1, 2009 establishing Hump Tower Foreman positions at Englewood Yard.

In connection with the above-referenced discussions, it is recognized there may be occasions when a foreman-only assignment may be required to perform the duties of the Hump Tower Foreman. It is further recognized there may also be periods of time when the Hump Tower Foreman is temporarily unavailable during a tour of duty where the foreman-only assignment may be required to handle control of power switches from the tower.

In recognition of the unique circumstances surrounding the assignments in Englewood yard, the parties agree that for each tour of duty worked with a Hump Tower Foreman on duty, the foreman-only assignment will be paid the Hump Trim Foreman rate of pay. This rate of pay shall apply for performing the normal duties of the foreman-only assignment, in addition to the duties of the Hump Tower Foreman (including the handling of switches from the tower), when necessary. For example, the foreman-only assignment may perform the duties of the Hump Tower Foreman who is unavailable on account of taking his meal period.

This understanding is intended to address circumstances unique and specific at Englewood Yard. Accordingly, this understanding will not be applied, or interpreted to apply, to other locations. Moreover, this understanding will not prejudice the position of either party and will not be referred to or cited in any future forum or proceeding.

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

Yours truly,



S. F. Boone
Director - Labor Relations

AGREED:



L. R. Bumpurs
General Chairman, UTU

MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

MODIFICATION OF IGN SCHEDULE ARTICLE 15

Pursuant to the parties' discussions concerning Article 15 – First In–First Out – of the IGN Schedule, It is agreed Section A of the Agreement is modified as set forth below:

IT IS AGREED:

1. *"Crews in pool freight service shall upon arrival at the home terminal (HT) be given the same relative position on the board that they held prior to leaving the home terminal. The off duty time at the away from home terminal (AFHT) shall govern in determining the order in which crews shall be called for subsequent service out of the away from home terminal (AFHT)."*
2. Item 1, above, is intended to apply to trainmen in freight pool(s) under the IGN Agreement. Accordingly, the provisions thereof shall not be extended or applied to any other assignments covered by the controlling UP/UTU (IGN) Collective Bargaining Agreement.
3. If either party suspect abuse in connection with the application of this Memorandum of Agreement, the parties will immediately meet to resolve the suspected abuse in line with the parties' intent.
4. This Memorandum of Agreement will become effective on or about October 20, 2009.

Signed this 20th day of October 2009.

FOR THE
UNITED TRANSPORTATION UNION



L. R. Bumpurs
General Chairman - UTU

FOR THE CARRIER:



S. F. Boone
Director-Labor Relations

MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

MODIFICATION OF IGN SCHEDULE ARTICLE 15

Pursuant to the parties' discussions concerning the October 20, 2009 Memorandum of Agreement modifying Article 15, Section A, of the IGN Schedule as follows.

"Crews in pool freight service shall upon arrival at the home terminal (HT) be given the same relative position on the board that they held prior to leaving the home terminal. The off duty time at the away from home terminal (AFHT), shall govern in determining the order in which crews shall be called for subsequent service out of the away from home terminal (AFHT)."

IT IS AGREED:

It is agreed Section 1 of the October 20, 2009 Agreement, cited above, may subsequently be modified for a specific freight pool(s) on an annual basis as set forth below:

1. *"Crews in pool freight service shall upon arrival at the home terminal (HT) and away from home terminal (AFHT) be governed by the off duty time in determining the order in which crews shall be called for subsequent service out of the home terminal (HT) and away from home terminal (AFHT)."*
2. All requests for modification to the October 20, 2009 Memorandum of Agreement as set forth in 1 above, must be submitted by written notification to Carrier's CMS Director/Team Leader and the UTU General Chairman no later than December 15, to be effective January 1 of the following year. Upon initial implementation of this Agreement, all written requests for modifications must be made by October 31, 2009 to be

MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

MODIFICATION OF IGN SCHEDULE ARTICLE 15

Pursuant to the parties' discussions concerning the October 20, 2009 Memorandum of Agreement modifying Article 15, Section A, of the IGN Schedule as follows.

"Crews in pool freight service shall upon arrival at the home terminal (HT) be given the same relative position on the board that they held prior to leaving the home terminal. The off duty time at the away from home terminal (AFHT), shall govern in determining the order in which crews shall be called for subsequent service out of the away from home terminal (AFHT)."

IT IS AGREED:

It is agreed Section 1 of the October 20, 2009 Agreement, cited above, may subsequently be modified for a specific freight pool(s) on an annual basis as set forth below:

1. *"Crews in pool freight service shall upon arrival at the home terminal (HT) and away from home terminal (AFHT) be governed by the off duty time in determining the order in which crews shall be called for subsequent service out of the home terminal (HT) and away from home terminal (AFHT)."*
2. All requests for modification to the October 20, 2009 Memorandum of Agreement as set forth in 1 above, must be submitted by written notification to Carrier's CMS Director/Team Leader and the UTU General Chairman no later than December 15, to be effective January 1 of the following year. Upon initial implementation of this Agreement, all written requests for modifications must be made by October 31, 2009 to be

UNION PACIFIC RAILROAD COMPANY

S. F. Boone
Director - Labor Relations



BUILDING AMERICA

24125 Aldine Westfield
Spring, Texas 77373
Office: (281) 350-7585

January 15, 2010

860.10-1
860.10-4
860.10

Mr. L. R. Bumpurs
General Chairman, UTU
400 Randal Way, Suite 102
Spring, Texas 77388

Dear Sir:

This refers to our various discussions pertaining to the implementation of the Rail Safety Improvement Act of 2008 ("Rail Safety Bill"). In conjunction therewith, this letter of interpretation shall confirm our mutual interpretation regarding the manner in which employees assigned to unassigned (pool) freight service or extra boards shall be handled in the event they are observing mandatory off duty time due to certain specific provisions of the Rail Safety Bill.

During our recent discussions, we agreed that mandatory off duty time under the Rail Safety Act should be handled as outlined below:

1. An employee assigned to a turn in an unassigned freight pool or to a position on an extra board who finds themselves in mandatory off duty time pursuant to §21103(a)(1) (i.e., the "276-hour monthly cap rule") or §21103(a)(4) (i.e., the "6/48 & 7/72 rule") will retain and remain on his or her turn in the applicable freight pool or his or her position on the applicable extra board during the period he or she is in mandatory off duty time.
 - a. During the period said employee is in mandatory off duty time, his or her freight pool turn or extra board position (and accordingly the employee assigned) shall continue to rotate or advance (i.e., - move up) in the freight pool or on the extra board.

- b. If the employee's freight pool turn or extra board position reaches the first-out position before he or she is no longer subject to the mandatory off duty time pursuant to item 1 above, the employee and his or her assigned pool turn or extra board position will be held in the first-out position until the expiration of the employee's period of mandatory off duty time.
2. This letter of interpretation is without prejudice to either parties position regarding the status of employees subject to the "276-hours monthly cap rule" or the "6/48 and 7/72 rule"
3. The terms and conditions of this letter of understanding will be placed into effect on February 16, 2010.
4. This letter of interpretation may be cancelled by either party by serving a 30-day notice.

If the foregoing accurately reflects our understandings and agreement, please so indicate by affixing your signature and the date in the space provided below; returning one fully executed copy to my office.

Sincerely,

S.F. Boone

AGREED:

R. R. Perryman
General Chairperson, UTU

Jan. 27, 2010
Date

AGREEMENT

Between the

UNION PACIFIC RAILROAD COMPANY

And the

UNITED TRANSPORTATION UNION

HOME TERMINAL REST AGREEMENT

It is agreed:

Section 1. Trainmen assigned to through freight pool boards shall receive not less than ten (10) hours of undisturbed rest at their home terminal before being called for subsequent service.

Section 2. The undisturbed rest provision contained in this agreement applies to assigned pool Conductors and Brakemen at their home terminal only and shall not be applied, nor interpreted to apply, at the away-from-home terminal. Moreover, this agreement shall not apply, nor be interpreted to apply, to any employee assigned in yard, local, TSE or work train service and/or to an extra board.

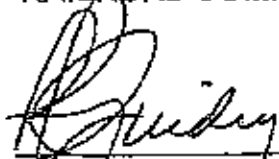
Section 3. It is further understood and agreed this Agreement will not prejudice the position of either party, will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution and may be cancelled upon ten (10) days written notice from either party to the other.

Signed in Spring, Texas this 15th day of July, 2004.

FOR THE UNITED
TRANSPORTATION UNION:


General Chairman UTU
L. R. Bumpurs

FOR THE UNION PACIFIC
RAILROAD COMPANY:


Director - Labor Relations
R. P. Guidry

Memorandum of Agreement
December 16, 1983
(First In First Out - Ft. Worth)

With respect to pooled freight crews run around on line of road between terminals, it is agreed that Article 15, Section A of the former IGN Agreement will be modified to the following extent as it applies to such crews in the freight pool assigned to operate between Fort Worth and Houston.

1. Pooled freight crews operating from Fort Worth to the away from home terminal (Houston), will be marked up for subsequent service out of the away from home terminal in the same order as they departed Fort Worth subject to the provisions of Article 15, Section C, and Article 21, Section A.
2. Such crews, when operating from Houston to Fort Worth will be marked up for subsequent service at Fort Worth in the same order as they departed Houston subject to the provisions of Article 15, Section D.

This Agreement signed at St. Louis, Missouri, this 30th day of November, 1983, and shall become effective December 16, 1983, and remain in effect until cancelled on fifteen (15) days' written notice by either party to the other without following the procedures of the Railway Labor Act.

For the Organization:
/s/ R. A. Green

For the Carrier:
/s/ O. B. Sayers

ARTICLE 16
TELEPHONES -- TRAIN ORDERS

Trainmen will not be required to take orders over telephone except in case of accident or personal injury.

October 31, 1985 National Agreement
Article VIII - Road, Yard And Incidental Work

Section 3 - Incidental Work

- (a) Road and yard employees in ground service and qualified engine service employees may perform the following items of work in connection with their own assignments without additional compensation:
- (3) Supply locomotives and cabooses except for heavy equipment and supplies generally placed on locomotives and cabooses by employees of other crafts
 - (8) Prepare reports while under pay
 - (9) Use communication devices; copy and handle train orders, clearances and/or other messages

(See Article 18, Page 33 for rest of Article VIII of the October 31, 1985 National Agreement)

ARTICLE 17
RUNS BETWEEN CERTAIN POINTS AND
PILOTING ENGINES TO AND FROM TRAINS

Section A.

Runs between Palestine and Longview Junction, Palestine and Mineola, Longview Junction and Mineola, Sellers and Galveston, or vice versa, will be considered and paid for as one hundred (1) miles. (Houston has been substituted for Sellers per agreement of September 10, 1926.)

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

(Houston Hub)

STAY AT HOME, FURLOUGH & RECALL AGREEMENT

When reductions are made in train service within the Houston Hub, trainmen may elect voluntary furlough status within a working district if their services are not required in another working district to meet the demands of Carrier service. The following conditions shall apply to stay-at-home furlough status and recall.

Article I. Working Districts

For purposes of this agreement, the following working districts shall govern:

District A: All assignments originating in Zone 1 of the Houston Hub.

District B: All assignments originating in Zones 2, 3, and 5 of the Houston Hub and Zone 4 assignments originating at or between Houston and Freeport (including Freeport), at or between Houston and Hearne and at or between Houston and Glidden (including Glidden).

District C: All Houston Hub Zone 4 assignments originating at or between Bloomington/Victoria and Brownsville and at or between Bloomington/Victoria and Hearne.

Note: Working districts encompass all branch lines, industrial leads and sidings.

Article II. Reductions from Working List

1. When a trainman is no longer able to hold an assignment, including extra board(s), within a working district (as described in Article I) where service was last performed,

21

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

(Houston Hub)

STAY-AT-HOME, FURLOUGH & RECALL AGREEMENT

When reductions are made in train service within the Houston Hub, trainmen may elect voluntary furlough status within a working district if their services are not required in another working district to meet the demands of Carrier service. The following conditions shall apply to stay-at-home furlough status and recall.

Article I. Working Districts

For purposes of this agreement, the following working districts shall govern:

District A: All assignments originating in Zone 1 of the Houston Hub.

District B: All assignments originating in Zones 2, 3, and 5 of the Houston Hub and Zone 4 assignments originating at or between Houston and Freeport (including Freeport), at or between Houston and Hearne and at or between Houston and Glidden (including Glidden).

District C: All Houston Hub Zone 4 assignments originating at or between Bloomington/Victoria and Brownsville and at or between Bloomington/Victoria and Hearne.

Note: Working districts encompass all branch lines, industrial leads and sidings.

Article II. Reductions from Working List

1. When a trainman is no longer able to hold an assignment, including extra board(s), within a working district (as described in Article I) where service was last performed,

and the trainman's service is not needed in another working district, the trainman may elect one of the following options:

Option A: Exercise train service seniority anywhere within the Houston Hub where his/her trainman seniority will permit, or

Option B: Elect voluntary furlough status in the current working district.

NOTE: If the number of trainmen on the boards (including the bump board) in a working district equal or exceed the number of positions available (include vacancies under bulletin) in that working district then it will be considered that a reduced trainman's service will not be needed.

2. A trainman electing voluntary furlough status in a working district may elect to relinquish voluntary furlough status and return to service, anywhere within the Houston Hub at a later date, seniority permitting, pursuant to the controlling collective bargaining agreement.

Article III. Recall Procedures.

Vacancies will be filled first through the application process. Trainmen may place application(s) for recall to any or all working district(s) by calling the bulletin clerk/bid tape.

When necessary to recall employees, notification may be via telephone, and the following shall govern:

1. The senior furloughed trainman within the Houston Hub with an application on file for the working district(s) where the vacancy exists will be required to accept recall.
2. If there are no furloughed trainmen within the Houston Hub with an application on file to fill the vacancy, the junior furloughed trainman from the working district where the vacancy exists will be required to accept recall.
3. If there are no furloughed trainmen within the working district where the vacancy exists, the junior furloughed trainman in the closest working district will be required to accept recall prior to recalling furloughed trainmen from the remaining working district.

Example: Vacancies exist in District C and there are no furloughed trainmen in District C. The junior furloughed trainman in District B, (the closest working district), will be recalled first, then furloughed trainmen in District A.

Vacancies exist in District B and there are no furloughed trainmen in District B. The junior furloughed trainman in District C, (the closest working district), will be recalled first; then furloughed trainmen in District A.

Vacancies exist in District A and there are no furloughed trainmen in District A. The junior furloughed trainman in District B, (the closest working district), will be recalled first; then furloughed trainmen in District C.

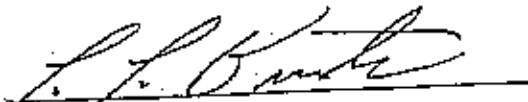
4. Furloughed trainmen required to accept recall may be contacted by telephone. In addition, a certified letter of recall will be forwarded to the address of the trainman being recalled. The trainman shall have thirty (30) days to report from the date notified of recall. The thirty (30) days will commence from the date of notification by personal contact with the recalled trainman via telephone or date of first attempt by the US Post Office to deliver the certified letter of recall, whichever occurs first. Failure to report within the thirty (30) days will result in forfeiture of all seniority rights.

Article IV. Miscellaneous.

1. Trainmen electing voluntary furlough status will be required to take all necessary examinations/instruction before being permitted to return to active service and shall be compensated in accordance with the controlling collective bargaining agreement.
2. The mandatory forfeiture of seniority if furloughed three hundred sixty-five (365) consecutive days if less than 3 years of seniority is waived under this agreement.
3. All existing agreement rights not specifically modified by this Agreement remain in full force and effect.
4. This agreement may be canceled by either party upon thirty (30) days written notice to the other party. In the event the agreement is canceled, furloughed employees will be given a minimum of thirty (30) days advanced written notice via certified letter to exercise their seniority within thirty (30) days from the date this agreement is terminated. Notification will be considered valid based on the date of the first attempt by the U. S. Post Office to deliver the certified letter. Failure to report within the thirty (30) days will result in forfeiture of all seniority rights. Employees with less than three (3) years seniority who have been in furlough status for three hundred sixty-five (365) consecutive days as of the termination date of this agreement, will forfeit all seniority if unable to hold a position in the Houston Hub.

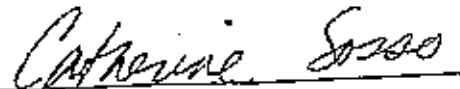
Signed this 1st day of June, 2000.

For the United Transportation Union:



L. L. Overton
General Chairman, UTU

For the Union Pacific Railroad:



C. J. Sosso
Director Labor Relations, UPRR

January 14, 2009

1940.36

Mr. L. R. Bumpurs
General Chairman, UTU
400 Randal Way, Ste.
Spring, Texas 75703

Dear Sir:

This will confirm our ongoing discussions regarding the operation and administration of Auxiliary Work and Training (AWTS) boards for train/yardmen in the Houston Hub, where the original Agreement dated July 16, 2004 is in effect. In view of the current unprecedented and unanticipated economic realities facing UP, the present situation, with unlimited numbers of employees having access to AWTS Boards, is no longer sustainable. However, we also recognize that cancellation of the AWTS Agreement is contrary to the best interest of the Union Pacific and its employees. In a mutual attempt to address these economic realities, the following amendments to the above-cited AWTS Agreement are agreed to for the Houston Hub:

1. On the effective date of this understanding, AWTS Boards will initially be maintained at the present locations and at the number of employees on said AWTS Boards as of the effective date of this Amendment.
2. This initial number of AWTS Board positions may be reduced as employees are recalled or otherwise leave the AWTS Board under the terms and conditions of the existing Agreement, with the understanding that the number of AWTS positions in the Houston Hub will not fall below 90 positions. Thereafter, and no more often than every 60 days, the Carrier may adjust the number of available AWTS positions. Before the number of AWTS positions is reduced, the Carrier will advise the General Chairman in order that the parties may discuss the proposed reduction. The UTU will be afforded the opportunity to provide input regarding attrition, traffic and service needs, etc., in connection with the maximum number of employees in AWTS.
3. **Eligibility** - A train/yard service employee who is unable through the normal exercise of his or her seniority to hold a train/yard service position on his or her seniority district and will thus be furloughed will be eligible for AWTS.

4. Assignment

- a. CMS will notify an employee at the time of furlough of the AWTS option. An employee who does not accept AWTS within twenty-four (24) hours from the time it is offered will be automatically placed in furlough status.

NOTE: It is the parties' intent that an eligible employee will be offered the opportunity for AWTS at the time of his/her furlough. An employee will not be offered the opportunity subsequent to his or her being placed in furlough status. Likewise, an employee who initially rejects AWTS will not later be eligible for or entitled to AWTS. An eligible employee's initial decision to decline AWTS will be binding and cannot at a later date be changed.

- b. If the employee accepts AWTS, every effort will be made to work and train the employee at the extra board location nearest the employee's residence. If the AWTS employee is required to work or train at another location more than thirty miles (via the shortest route) from the employee's residence, he/she will be treated, for purposes of lodging, meals and, if applicable, use of his/her vehicle, as an extra employee working/training at that location. AWTS employees shall not be required to work and/or train outside of their respective Hub under the terms of this Amendment. It is understood, however, this Amendment will not preclude any employee from accepting temporary employment opportunities that may be offered elsewhere on the System.
- c. Once the maximum number of employees in AWTS has been reached, UP will not be obligated to place any additional employees in AWTS.
 - i. If the cap has been reached, and a senior train/yard service employee is unable to hold a position through the normal exercise of his or her seniority and will otherwise be furloughed, he/she may, assuming the employee voluntarily elects to be in AWTS, be placed in AWTS, and the junior employee in AWTS will be simultaneously removed.

5. Availability

- a. AWTS employees will be required to be available to start work eight (8) days per month which may also require them to work additional days in order to complete a tour of duty/return to his/her home terminal. AWTS employees will be considered extra employees for the purpose of qualifying for deadhead payments. CMS will advise AWTS employees of the monthly availability schedule prior to the first day of the month.
- b. If an employee in AWTS fails to be available for work or training on two (2) designated workdays within a rolling 120-day period, the employee shall

be immediately removed from AWTs and he or she shall be placed in furlough status.

NOTE: The threshold established in this Paragraph b is applicable for all designated workdays while the employee is assigned in AWTs. An employee absent more than two days account bereavement, illness, or other exceptional circumstance may request a review by the Local Chairman and CMS, after providing documentation for the absence. If not resolved, the General Chairman and the Director of Labor Relations will review the incident.

- c. An employee in AWTs will not be eligible to observe unused personal leave on any day scheduled to work or train. An employee in AWTs who possesses unused vacation benefits will be paid in lieu of for such unused vacation at the time the vacation is scheduled.

NOTE: An employee who desires to take their vacation as scheduled in lieu of being paid for such unused vacation, must make his or her request known to CMS in advance of being advised by CMS of his or her monthly availability schedule. If said employee fails to make such request in a timely manner, his or her vacation will be handled in accordance with this Section 5(c). Compensation paid for personal leave days observed on days other than scheduled work or training days will not be offset against the guarantee provided employees in AWTs. Likewise, vacation paid in lieu of being observed will also not be offset against the guarantee provided employees in AWTs. However, vacation observed as scheduled will be offset against any scheduled work or training days occurring during the vacation period.

- d. When an employee is removed from AWTs, he or she will be obligated to exercise his or her resultant displacement in accordance with applicable Agreement rules. Rules governing the recall of employees from furlough status are not applicable to employees recalled from AWTs.

6. Work and Training

- a. AWTs employees may be used on their designated workdays for any work or training assignments required of other train/yard service employees.

NOTE: The terms of this Amendment are not intended to restrict the type or amount of training an employee in AWTs might perform. Likewise, these terms shall not serve to restrict the type or amount of work or activities that an employee in AWTs may perform so long as said work falls within the customary duties performed by train/yard service employees.

- b. The obligation by an employee in AWTS to be available for work and/or training on a designated work day is not affected or altered by that employee accepting -- i.e., volunteering for -- additional, emergency or extra work on a non-designated work day. The performance of additional work by this employee beyond that required of an employee in AWTS will not alter in any manner his obligations as an employee in AWTS or change his or her designated work days.
 - i. The earnings made by an employee in AWTS on a non-designated work day will not, except in the situation set forth in Paragraph 6(b) ii, below, be used to offset his or her AWTS guarantee.
 - ii. The earnings made by an employee in AWTS on a non-designated work day will be used to offset his or her AWTS guarantee if that trip or tour of duty is a return trip from an away-from-home terminal to his or her home terminal and the preceding trip or tour of duty (that resulted in the employee being at the away-from-home terminal) commenced on a designated work day. The earnings made by an employee in AWTS on a designated work day will not be used to offset his or her AWTS guarantee if that trip or tour of duty is a return trip from an away-from-home terminal to his or her home terminal and the preceding trip or tour of duty that resulted in the employee being at the away-from-home commenced on a non-designated work day.
- c. Where multiple AWTS employees are scheduled on the same day, they will be called for work on a rotation basis. Employees in AWTS may be called out of rotation for training.

7. Vacancy Procedures

- a. Employees in AWTS may be used as a source of supply for filling vacancies, protecting emergencies, performing extra service, etc., when the extra board is exhausted.

NOTE: It is the parties' intent that employees in AWTS will be used immediately after the extra board to fill vacancies, protect emergencies, perform extra service, etc., if the protecting extra board is exhausted and before employees are used off other assignments/positions or who are entitled to receive overtime/penalty payment(s).

- 8. **Compensation:** AWTS employees will be guaranteed a minimum of eight (8) days' pay, at the applicable foreman basic daily rate, per month so long as the employee performs all work and training for which called or is available for

service on his/her scheduled days. An employee who is unavailable or does not answer call on an assigned workday will forfeit his or her guarantee. The AWTS guarantee payment will be included in the second half payroll.

9. **Cancellation:** The terms and conditions of this Amendment, general and specific, shall not be applied, or interpreted to apply, to other locations or territories, will not prejudice the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution. It is further understood and agreed either party may cancel this Amendment by serving a thirty-day written notice upon the other. During that thirty-day period, the parties will meet to attempt to resolve the issue(s) that led to the cancellation notice. In the event this Amendment is cancelled by either party, all of the terms and conditions of the original AWTS Agreement will be reinstated, including but not limited to, the right of either party to cancel the original AWTS Agreement as stipulated therein.

This Amendment will be effective January 16, 2009.


Signed this 14th day of January, 2009, in Spring, Texas.

**FOR THE UNITED TRANSPORTATION
UNION:**



L. R. Bumpurs
General Chairperson

**FOR UNION PACIFIC RAILROAD
COMPANY:**



S. F. Boone
Director – Labor Relations

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, TX 77388

Dear Sir:

This has reference to the Amendment effective January 16, 2009, providing for Auxiliary Work and Training Status (AWTS) for employees in the Houston Hub who would otherwise be in furlough status due to force reductions.

Sections 1 and 2 of the Amendment provides AWTS Boards will initially be maintained at the present locations and at the number of employees on said AWTS Boards as of the effective date of this Amendment. Thereafter, as employees are recalled or otherwise leave the AWTS Board under the terms and conditions of the existing Agreement, the initial number of AWTS Board positions may be reduced to not less than 90 positions. During our discussion, the Organization, posed the question as to whether the initial number of AWTS positions as well as the reduced number of AWTS positions included Port Terminal Railroad Association employees who exercise seniority to the Houston Hub in accordance with the provisions of the Memorandum of Agreement between UP, UTU and PTRR effective July 1, 1998.

This will confirm our understanding that PTRR employees who exercise seniority to the Houston Hub in accordance with the July 1, 1998 Memorandum of Agreement will be subject to the terms and conditions of the original AWTS Agreement dated July 16, 2004 and this Amendment effective January 16, 2009.

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

Yours truly,



S. F. Boone
Director - Labor Relations

AGREED:



L. R. Bumpurs
General Chairman, UTU

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, TX 77388

Dear Sir:

This has reference to the Amendment effective January 16, 2009, providing for Auxiliary Work and Training Status (AWTS) for employees in the Houston Hub who would otherwise be in furlough status due to force reductions.

During our discussion, your Organization raised a concern in connection with the application of Section 3 (Eligibility) of the above-cited Amendment. Pursuant thereto, the parties have agreed to expand the eligibility for AWTS positions as set forth below:

1. A train/yard service employees whose seniority would otherwise allow him/her to hold a train/yard service position on his or her seniority district will be permitted to "volunteer" for Auxiliary Work and Training Status ("AWTS") positions.
2. UP and UTU representatives will work together to develop an efficient process for identifying such volunteers and assigning the proper employee(s) to the AWTS positions.
3. In view of the expanded eligibility for AWTS positions, an employee assigned thereon must remain on his/her position for a period of not less than ninety (90) days, unless his/her position is abolished thereto.
4. Employees assigned to AWTS positions in accordance with this Side Letter No. 2 will not be subject to displacement.
5. When an employee's AWTS position is abolished, he or she will be obligated to exercise his or her resultant displacement in accordance with applicable Agreement rules. Rules governing the recall of employees from furlough status are not applicable in conjunction with removing employees from AWTS positions.

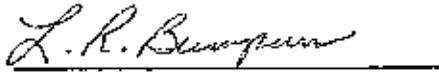
If the foregoing properly reflects our understandings, please so indicate by affixing your signature in the space provided below.

Yours truly,

A handwritten signature in cursive script, appearing to read "S. F. Boone".

S. F. Boone
Director - Labor Relations

AGREED:

A handwritten signature in cursive script, appearing to read "L. R. Bumpurs".

L. R. Bumpurs
General Chairman, UTU

**AGREEMENT
(1940.36)**

Between

UNION PACIFIC RAILROAD COMPANY

And the

UNITED TRANSPORTATION UNION

AUXILIARY WORK AND TRAINING STATUS

1. **Purpose** – The parties want to create an alternative to furlough status for employees with less than three years of service. The Auxiliary Work and Training Status ("AWTS") provides that alternative.
2. **Eligibility** – Any employee with less than three years of service who is unable to exercise his or her seniority and who otherwise would be furloughed will be offered the opportunity to voluntarily accept AWTS.
3. **Assignment** – CMS will notify an employee at the time of furlough of the AWTS option. If the employee accepts AWTS, every effort will be made to work and train the employee at the extra board location nearest the employee's residence. If the AWTS employee is required to work or train at another location more than thirty miles (via the shortest route) from the employee's residence, he/she will be treated, for purposes of lodging, meals and, if applicable, use of his/her vehicle, as an extra employee working/training at that location. AWTS employees shall not be required to work and/or train outside of their respective Hub under the terms of this agreement. It is understood however this agreement will not preclude any employee from accepting temporary employment opportunities that may be offered elsewhere on the System.
4. **Availability** – AWTS employees will be required to be available to start work eight days per month which may also require them to work additional days in order to complete a tour of duty/return to his/her home terminal. A deadhead trip(s) will not count toward the eight workdays per month unless deadhead and service are combined. AWTS employees will be considered an extra employee for the purpose of qualifying for deadhead payments.

CMS will advise AWTS employees and the appropriate UTU Local Chairman of the monthly availability schedule prior to the first day of the month.
5. **Work and Training** – AWTS employees may be used on their designated work days for any work or training assignments required of other train/yard service employees.
6. **Vacancy Procedure** – AWTS employees may be used as a source of supply for filling vacancies, protecting emergencies and performing extra service when the extra board is exhausted. It is not the intent of this Agreement to use AWTS as a way to reduce the number of employees assigned to extra boards.

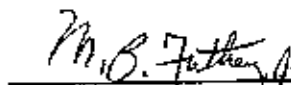
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7. **Order of Call** – Where multiple AWTS employees are scheduled on the same day, they will be called for work on a rotation basis. AWTS employees may be called out of rotation for training.
8. **Compensation** – AWTS employees will be guaranteed a minimum of eight days pay, at the applicable foreman basic daily rate, per month so long as the employee performs all work and training for which called or is available for service on his/her scheduled days. The AWTS guarantee payment will be included in the second half payroll.
9. **Health & Welfare** – Health & Welfare benefits will be provided in accordance with applicable agreements.
10. **Dispute Resolution** – The parties acknowledge this Agreement is a pioneer effort at addressing the issue of recent hire furlough. In order to enhance the opportunity for success of this effort, the parties believe a new approach to dispute resolution is in order. Therefore, before any time claim or grievance is initiated regarding the application of this Agreement, the General Chairman and appropriate Director of Labor Relations will promptly discuss the issue and attempt to resolve it in a manner reflecting the spirit of the Agreement.
11. **Cancellation** – The terms and conditions of this Agreement, general and specific, shall not be applied, or interpreted to apply, to other locations or territories, will not prejudice the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution. It is further understood and agreed either party may cancel this Agreement by serving a thirty-day written notice upon the other. During that thirty-day period, the parties will meet to attempt to resolve the issue(s) that led to the cancellation notice.
12. **Implementation** – The Agreement will be effective August 1, 2004.

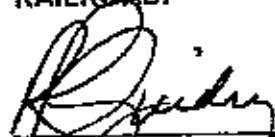
Signed this 16th day of July 2004, in Spring, Texas.

FOR THE UNITED TRANSPORTATION
UNION:


L. R. Bumpurs
General Chairman - UTU


M. B. Futhy
Vice President - UTU

FOR UNION PACIFIC RAILROAD
RAILROAD:


R. P. Guldry
Director - Labor Relations


A. T. Olin
General Director - Labor Relations

Side Letter No. 1
File (1940.36)
July 16, 2004

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, Texas 77388

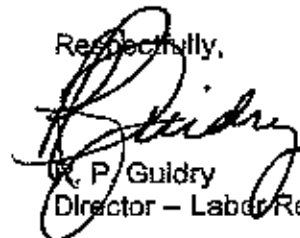
Gentlemen:

This refers to our discussions regarding the establishment of Auxiliary Work and Training Status ("AWTS") for trainmen/yardmen. In conjunction with these discussions, your organization raised several issues and concerns regarding the establishment and operation of this status. Accordingly, this letter will confirm our understandings regarding these matters:

1. A concern was raised there may be locations where an employee with more than three years of service may be furloughed and, as set forth in Section 2 of the Agreement, ineligible for AWTS. This will confirm Union Pacific's commitment to promptly meet with your organization to equitably address and resolve these situations consistent with the spirit of this Agreement.
2. Your organization requested that employees assigned in AWTS be allowed to volunteer for extra or emergency work on days they are not scheduled to work. UP agreed to work with your organization to establish such an opportunity for said employees. The parties' agreed employees on this "extra/emergency work" list would be used after UP had called AWTS employees who are scheduled to work that day.

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

Respectfully,


R. P. Guidry
Director - Labor Relations

AGREED:


L. R. Bumpurs
General Chairman, UTU

Side Letter No. 2
File (1940.36)
July 16, 2004

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, Texas 77388

Gentlemen:

This refers to our discussions regarding the Auxiliary Work and Training Status ("AWTS") for trainmen/yardmen


During our discussions, your organization raised the issue that UP could use the AWTS as a mechanism to reduce staffing levels on extra boards and/or to avoid its obligations to properly staff such boards to allow for reasonable and necessary layoffs. The parties discussed this matter at great length and recognized the inherent complexities associated with extra board staffing and manpower availability. Nonetheless, the parties did agree on certain precepts that will guide the administration of the AWTS Agreement and extra board staffing:

1. UP and UTU agree it is not the intent of this agreement to use AWTS in any manner to reduce the number of employees assigned to extra boards. In this regard, UP specifically acknowledges its obligation to maintain a sufficient number of trainmen/yardmen on extra boards. Additionally, the parties acknowledge AWTS is not intended to function as an alternative cheaper extra board, but rather as a mechanism to provide additional work opportunities and compensation to trainmen/yardmen who would otherwise be furloughed. It is not envisioned the existence of AWTS will modify traditional methods used for sizing extra boards.
2. UP specifically pledges to not use this Agreement to increase the number of employees who would otherwise be in furlough status and/or to arbitrarily reduce extra board staffing levels as a result of the existence of AWTS.
3. In the existence of AWTS at a location gives rise to an extra board staffing issue, the parties pledge to promptly investigate the matter (including analyzing applicable data on extra board staffing, extra/emergency work levels, manpower availability, etc.) and resolve the matter.

4. UP and UTU pledge to work together in good faith to timely address these issues and to resolve them in a manner consistent with the spirit and intent of this Agreement.
5. UP will clearly communicate your organization's concern in this regard, the intent of this Agreement and the commitments set forth in this Side Letter No. 2 to all involved CMS officials.

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

Respectfully,


R. F. Guidry
Director -- Labor Relations

AGREED:


L. R. Bumpurs
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

S. F. Boone
Director - Labor Relations



BUILDING AMERICA

24128 Aldine Westfield
Spring, Texas 77373
Office: (281) 350-7586

March 10, 2010

File: 1940.36

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Ste. 102
Spring, Texas 77388

Dear Sir:

- This will confirm our discussion concerning Side Letter No. 2 of the Auxiliary Work and Training Status (AWTS) Agreement currently in effect in the **Houston Hub**. As we discussed, the current AWTS Agreement permits senior train or yard service trainmen who could otherwise hold a full-time assignment to "volunteer" to go to an AWTS Board at their location.¹ While this practice worked well for all parties during the economic downturn from peak business levels, it is negatively impacting Union Pacific, AWTS and furloughed trainmen now that recalls have begun.

Recognizing the mutual benefit of maintaining a stable, qualified and immediate manpower reserve and attempting to minimize unintended recall consequences, **IT IS AGREED:**

- Eligibility for voluntary placement to AWTS boards will be restricted to trainmen who are unable through the normal exercise of seniority to hold a train or yard service position on their seniority district (zone) and are thus subject to furlough. At locations where senior trainmen are currently on the AWTS Board and can hold a full-time position², CMS will work to notify those trainmen of their options under this agreement, i.e. return to full time work or accept furlough status, by April 1, 2010.

AWTS Boards, where maintained, will be the first source of supply to recall trainmen in seniority order to fill full-time positions prior to recalling furloughed trainmen who have not opted for AWTS placement. Trainmen opting for placement on AWTS Boards are

¹ The use of the term "trainmen" in this Agreement is meant to be inclusive of the various position assignments within the craft of train service represented by the Organization.

² The term "full-time position" as used in this Agreement includes the extra board.

expected to fully avail themselves of all temporary work and training opportunities that may be assigned each calendar month. The senior employee(s) assigned to the AWTS Board must accept recall to a full-time position when so notified by CMS. Failure to accept recall to a full-time position from the AWTS Board within forty-eight (48) hours from first attempted notification (via phone call) will result in the employee's removal from the Board and his or her placement in furlough status. CMS will make a reasonable number of notification attempts (via phone calls) to recall trainmen from the AWTS Board, but in no case will less than four (4) attempts be made. An employee removed from the AWTS Board because he or she failed to respond to a full-time position and is returned to furlough status will not be eligible for subsequent placement on the AWTS Board for a period of one hundred and eighty (180) days and may not bid on a full-time position for a period of sixty (60) days from the date notified of the full-time work opportunity. This will not preclude the Carrier from recalling an employee removed from the AWTS Board to a full-time position consistent with controlling agreement provisions.

When a trainman assigned to the AWTS Board is recalled to a full-time position, eligible furloughed trainmen may, through a standing request, bid on the open AWTS vacancy if the Board (cap) has not been reduced, provided that junior trainmen are not working full-time positions. Furloughed trainmen may also place a standing request with CMS requesting placement on the AWTS Board if it is increased and provided junior trainmen are not working full-time positions. Furloughed trainmen who have opted for or bid on the AWTS Board must remain thereon for a period of one hundred and eighty (180) days, seniority permitting, understanding they will be the primary source of supply for full time positions and vacancies. Trainmen assigned to the AWTS Board who fail to be available for all scheduled work or training on more than two (2) designated days within a rolling one-hundred twenty (120) day period will be placed in furlough status and will not be eligible for subsequent placement on the AWTS Board for a period of one hundred and eighty (180) days and may not bid on a full-time position for a period of sixty (60) days. This will not preclude the Carrier from recalling an employee removed from the AWTS Board to a full-time position consistent with controlling agreement provisions.

Upon implementation of this agreement, senior trainmen who have previously rejected placement on an AWTS Board and opted for furlough status under previous agreement provisions and practices will be offered an opportunity to elect from one of the following four (4) options:

- 1) Displace a junior trainman on the AWTS Board providing junior trainmen are not working full-time positions.
- 2) Displace a junior trainman working a full-time position.
- 3) Remain in furlough status, subject to recall in seniority order once the AWTS Board is exhausted. For the purpose of this agreement, trainmen selecting this option will be called "Option 3" trainmen.

- 4) Remain in furlough status, subject to recall in reverse seniority order once the AWTS Board is exhausted. For the purposes of this agreement, trainmen selecting this option will be called "Option 4" trainmen.

CMS representatives will notify furloughed trainmen by certified mail at the trainman's last known address of the above options by April 1, 2010. Broadcast messages and automated calls may be used to augment this communication effort.

Trainmen who are removed from the AWTS Boards and placed in furlough status due to their failure to respond to a full-time position or who fail to be available for all scheduled work or training while assigned to the AWTS as set forth herein will be designated as "Option 3" status unless they desire "Option 4" status whereupon they must promptly advise CMS.

Trainmen, notwithstanding seniority, who do not opt for AWTS placement upon furlough and/or do not make application for the AWTS Board may remain in furloughed status until recalled by Union Pacific in accordance with agreement rules governing the recall of furloughed trainmen as modified by terms set forth herein (i.e., there are no or insufficient AWTS trainmen at that location available for full time placement). Except as provided herein, nothing will preclude a furloughed trainman from submitting and maintaining a standing request for a full-time position understanding such trainman will be directly assigned to the position and must remain thereon, seniority permitting, in accordance with the controlling collective bargaining agreement. Subsequent furlough of a trainman from a full-time position renews the AWTS Board and/or furlough status options contained herein.

In the event provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions set forth herein will apply and supersede those items with which there is conflict. Disputes involving the application of this agreement may be referred directly to the Labor Relations Director and General Chairman. Claims and/or grievances emanating from the application of this Agreement will be handled in accordance with the provisions of the collective bargaining agreement.

It is understood this agreement is designed to address unique circumstances to the mutual benefit of all parties. Accordingly, this agreement will not prejudice the position of either party and except for the purposes of handling disputes under this Agreement will not be referred to in connection with any other case, agreement (local and/or national) and/or dispute resolution. Cancellation provisions contained in the AWTS agreements are not affected by this agreement and are specifically preserved.

Your signature below will indicate the parties' concurrence in this matter.

Sincerely,

S. F. Boone

S. F. Boone
Director Labor Relations
Arbitration & Negotiations

I concur,

• *L. R. Bumpurs*

L. R. Bumpurs
General Chairman, UTU

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, TX 77388

Dear Sir:

This has reference to the Amendment effective April 1, 2010 providing for Auxiliary Work and Training Status (AWTS) for employees in the Houston Hub who would otherwise be in furlough status due to force reductions.

During our discussion, your Organization raised a concern in connection with a furloughed employee having access to the Carrier's system to place a bid requesting placement on the AWTS Board and/or for a full time position.

Accordingly, this letter will confirm our understanding that employees who are furloughed under the terms of this Agreement will have access to the CMS system in order to place a bid for AWTS and/or a full time position as set forth in this Amendment.

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

Respectfully,



S. F. Boone
Director - Labor Relations

I concur,


L. R. Bumpurs
General Chairman, UTU

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, TX 77388

Dear Sir:

This has reference to the Amendment effective April 1, 2010 providing for Auxiliary Work and Training Status (AWTS) for employees in the Houston Hub who would otherwise be in furlough status due to force reductions.

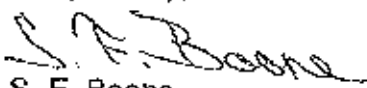
During our discussion, your Organization requested the next nearest AWTS Board be identified for the purpose of filling AWTS Board and/or permanent vacancies as set forth in this Amendment.

Accordingly, this letter will confirm our understanding that the next nearest AWTS requirement will be fulfilled according to the following chart:

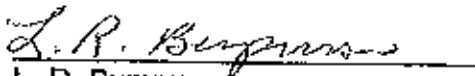
Home AWTS	Next 1 AWTS	Next 2 AWTS	Next 3 AWTS	Next 4 AWTS	Next 5 AWTS	Next 6 AWTS	Next 7 AWTS
Houston	Beaumont	L Charles	Bloomington	Kingsville	Palestine	Livonia	Avondale
Beaumont	L Charles	Houston	Livonia	Avondale	Palestine	Kingsville	Bloomington
Avondale	Livonia	L Charles	Beaumont	Houston	Palestine	Bloomington	Kingsville
Livonia	Avondale	L Charles	Beaumont	Houston	Palestine	Bloomington	Kingsville
Kingsville	Bloomington	Houston	Beaumont	L Charles	Palestine	Livonia	Avondale
Bloomington	Kingsville	Houston	Beaumont	L Charles	Palestine	Livonia	Avondale
Palestine	Houston	Beaumont	Bloomington	Kingsville	L Charles	Livonia	Avondale
L Charles	Beaumont	Avondale	Livonia	Houston	Bloomington	Kingsville	Palestine

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

Respectfully,


S. F. Boone
Director - Labor Relations

I concur,


L. R. Bumpurs
General Chairman, UTU

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, TX 77388

Dear Sir:

This has reference to the Amendment effective April 1, 2010 providing for Auxiliary Work and Training Status (AWTS) for employees in the Houston Hub who would otherwise be in furlough status due to force reductions.

During our discussion, your Organization raised a concern in connection with the procedures to be used in filling permanent vacancies at the AWTS locations identified in Side Letter No. 2 of this Amendment.

Accordingly, this will confirm our understanding regarding the process for filling permanent vacancies will be as follows:

- Step One: Senior person on the AWTS Board at the location where the vacancy exists. The resultant AWTS vacancy may be backfilled until the cap is met).
- Step Two: After the AWTS Board is exhausted at the location where the vacancy exists, assign the senior non stay-at-home trainman at the location of the vacancy.
- Step Three: Assign the junior trainman with a stay-at-home request at the location where the vacancy exists.
- Step Four:
 - a) Assign the junior trainman from the remaining AWTS Boards in the zone to the vacancy. He/she must remain on the vacancy for a minimum of thirty (30) days, or until relieved by the recalled employee in Section (b) of this Step Four, whichever comes first.
 - b) Simultaneously, recall the senior trainman in the zone who does not have a request to stay-at-home.
- Step Five: Repeat Steps One through Four by assigning the junior trainman from the remaining AWTS Boards in the zone. Upon exhausting the trainmen who do not have a request to stay-at-

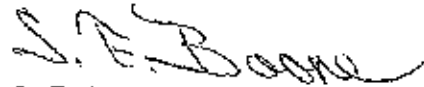
48.3
Amend

home, the junior stay-at-home trainman is now recalled to the permanent vacancy.

Step Six: Recall senior trainmen in the Hub.

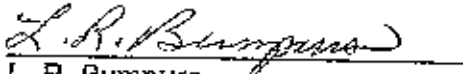
If the foregoing properly and accurately reflects our understanding regarding these matters, please so indicate by affixing your signature in the space provided below.

Respectfully,



S. F. Boone
Director - Labor Relations

I concur,



L. R. Bumpurs
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

24125 Aldine Westfield
Spring, TX 77373



January 9, 2007

1940.36

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite #102
Spring, TX 77388

Dear Mr. Bumpurs:

This refers to various telephone discussions concerning the parties' forthcoming implementation of the Agreement between Union Pacific Railroad Company and the United Transportation Union (Auxiliary Work and Training Status), dated July 16, 2004.

Several matters have arisen in connection with the preparations for implementation of the aforementioned Agreement. This letter will serve to confirm the parties' understandings regarding certain of those issues or concerns. Those understandings are set forth below:

1. In the application of Section 2 (Eligibility) of the above-cited Agreement, the parties have agreed to permit employees who have more than three years of service to "volunteer" for Auxiliary Work and Training Status ("AWTS") positions.
2. UP and UTU representatives will work together to develop an efficient process for identifying such volunteers and assigning the proper employee(s) to the AWTS positions.
3. In view of the expanded eligibility for AWTS positions, an employee assigned thereon must remain on his/her AWTS position for a period of not less than 60 days, unless his/her position is abolished thereto. In the event an employee assigned to an AWTS position must, due to a personal hardship or some other unique circumstance, get off his/her

48

AWTS position prior to the expiration of the 60-day minimum, the General Chairman and Director - Labor Relations will address the matter as may be appropriate or necessary.

4. Employees assigned to AWTS positions will not be subject to displacement.
5. The understandings set forth in items 1 through 4, above, may be cancelled by either party upon the serving of a ten (10)-day advanced written notice on the other party.
6. When an employee's AWTS position is abolished, he or she will be obligated to exercise his or her resultant displacement in accordance with applicable Agreement rules. Rules governing the recall of employees from furlough status are not applicable in conjunction with removing employees from AWTS positions.

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

Yours truly,



S. F. Boone
Director - Labor Relations

AGREED:


L. R. Bumpurs
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY



24125 Airline Westfield
Spring, TX 77373

January 12, 2009

140.40-18
S 1940-1
S 1940.70-1

Mr. L. R. Bumpurs
United Transportation Union
400 Randal Way, Ste. 102
Spring, Texas 77388

Dear Sir:

This refers to our discussions regarding Article XII (Termination of Seniority) of the 1985 UTU National Agreement. *- See 1948-16N Agr*

This Letter of Understanding will serve to confirm the parties' agreement to suspend application of Article XII of the 1985 UTU National Agreement until February 1, 2010. At that time, this National Agreement provision will be automatically reinstated and in full force and effect. In concert therewith, the parties further agree to apply the terms set forth in this Letter of Understanding retroactively to any employee furloughed subsequent to September 1, 2007.

If the foregoing properly and accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below and returning one fully executed copy to my office.

Sincerely,

S. F. Boone
Director - Labor Relations

AGREED:

L. R. Bumpurs, General Chairman, UTU



January 4, 2010

140.40-18
S 1940-1
S 1940.70-1

Mr. L. R. Bumpurs
General Chairman, UTU
400 Randal Way, Ste. 102
Spring, TX 77388

Dear Sir:

This refers to the parties' Letter of Understanding dated January 12, 2009, and our recent discussions relating thereto regarding a continuation in the suspension of Article XII (Termination of Seniority) of the 1985 UTU National Agreement.

The January 12, 2009 Letter of Understanding sets forth, in relevant part, "...the parties' agreement to suspend application of Article XII of the 1985 UTU National Agreement until February 1, 2010." Additionally, said Letter of Understanding extended its application retroactively to any employee furloughed subsequent to September 1, 2007.

As we have discussed, it would appear to be in the parties' best interests to continue the suspension of Article XII. Accordingly, this letter shall confirm our agreement to extend the terms of the January 9, 2009 Letter of Understanding until March 1, 2011.

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

Yours truly,

S. F. Boone
Director - Labor Relations

AGREED:

L. R. Bumpurs
General Chairman, UTU

**MEMORANDUM OF AGREEMENT
BETWEEN
UNION PACIFIC RAILROAD
AND THE
UNITED TRANSPORTATION UNION**

**ARTICLE 27
FIRST IN, FIRST OUT**

It is agreed:

1. Article 27 A of the I-GN Trainman's Agreement is hereby amended to read as follows:

"A. Extra Conductors and Combination Conductor/Brakeman/Switchman shall run first-in first-out if rested and available. The off-duty time at the home terminal shall govern in determining the order in which trainmen shall be called for subsequent service."


This Memorandum of Agreement will become effective on January 1, 2012, and will remain in effect unless cancelled at any time by either party serving a thirty 30-day written notice of termination upon the other party.

Signed this 7 day of December, 2011.

For the United
Transportation Union:


Larry Bumpurs
General Chairman

For the Union
Pacific Railroad:


T. Gary Taggart
Director Labor Relations

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

For the former IGN territory

And the

UNITED TRANSPORTATION UNION

***** OUTLYING VACANCIES *****

IT IS HEREBY AGREED, the following will apply to train service employees protecting temporary vacancies at outlying points:

Section 1: An extra trainman sent to an outlying point to fill a temporary vacancy, including vacation, will remain thereon until relieved by the regular assigned trainman unless at time called for the vacancy he/she notifies the crew dispatcher of his/her desire to be released on the off day(s) of the assignment (or after the 7th day in case of a seven day assignment.)

Section 2: When a senior extra board trainman desires to work a temporary vacancy at an outlying point in the stead of a junior extra board trainman previously sent to that vacancy the following will govern:

- a. The extra/junior trainman previously sent to the outlying vacancy must have worked the assignment at least one (1) day or trip before he/she can be displaced.
- b. The extra/junior trainman must be displaced from the outlying point vacancy while he/she is on duty so notification can be accomplished prior to tying up for the day.
- c. The extra/senior trainman making the displacement must be marked up and in active status.
- d. Displacements/seniority moves by an extra/senior trainman to an outlying point vacancy cannot be made on the day before that vacancy's off day(s) or the last day of the regular trainman's scheduled vacation vacancy.


- e. When an extra/junior trainman is displaced by a senior extra board trainman or relieved by the regular assigned trainman at an outlying point, he/she shall report to the extra list in the deadhead time allotted to that vacancy.

Section 3: The Carrier will not be caused to incur any additional deadhead expense as a result of this agreement. If deadhead is due for the relief of the regular trainman laying off, it will be allowed to the first extra trainman for the trip to the outlying point and to the last extra trainman who is relieved by the regular trainman for the return trip to the extra board.

Section 4: 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) and/or dispute resolution and may be cancelled upon ten (10) days written notice from either party to the other without following the procedures of the Railway Labor Act.

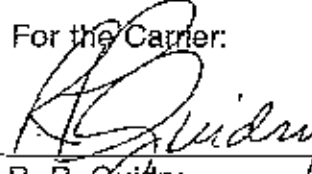
Signed this 4th day of September, 2002.

For the Organization:



L. L. Overton
General Chairman - UTU

For the Carrier:



R. P. Guidry
Director - Labor Relations, UPRR

Memorandum of Agreement

Between

Union Pacific Railroad

And the

United Transportation Union

Carrier File # S180.20

Relating to the filling of train service assignments at Hearne Texas

Therefore IT IS AGREED:

Section 1 If applications are not received from San Antonio Hub Trainmen for their allotted vacancies at Hearne, Texas, then Dallas/Ft. Worth Hub Trainmen that have voluntarily applied for these positions may be assigned.

Section 2 If applications are not received from Houston Hub Trainmen for their allotted vacancies at Hearne, Texas, then Dallas/Ft. Worth Hub Trainmen that have voluntarily applied for these positions may be assigned.

Section 3 Houston and San Antonio Hub Trainmen retain all rights to their allotted positions at Hearne, Texas and may exercise rights to those positions consistent with existing agreements

Section 4 If no bids are received for the allotted positions at Hearne, Texas, from either the San Antonio, Ft. Worth, and/or Houston Hubs, then trainmen will be required to fill allotted positions from their respective Hub.

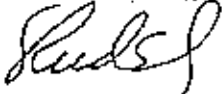
Section 5 This Agreement is without prejudice to the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.


~~Section 6 (a) This Agreement may be cancelled by any party signatory hereto upon thirty (30) days written notice to the other. During the intervening thirty (30) day period or as mutually agreed, the parties may meet in an effort to resolve any issues precipitating the cancellation notice.~~

~~(b) In the event efforts to resolve conflicting issues are not successful and this agreement is cancelled, the method of assigning vacancies shall revert to processes outlined in the parties respective Hub Agreements.~~

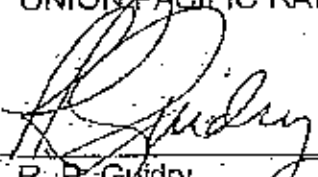
SIGNED THIS 8th DAY OF June, 2001

FOR THE
UNITED TRANSPORTATION
UNION


Mr. S. B. Rudel
General Chairman - UTU


Mr. L. L. Overton
General Chairman - UTU

FOR THE
UNION PACIFIC RAILROAD


R. P. Guidry
Director - Labor Relations

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD

For the former IGN territory

And the

UNITED TRANSPORTATION UNION

LLOYD GUARANTEED COMBINATION ROAD EXTRA BOARD

IT IS AGREED

Section 1: The Carrier may establish a Guaranteed Combination (Conductor/Brakeman) Extra Board at Spring, Texas (Lloyd Yard) to protect train service vacancies on the following assignments and territory:

- (1) Zone 3 TSE and local assignments at Lloyd Yard.
- (2) Zone 3 TSE assignments at Westfield, Texas.
- (3) Zone 3 TSE assignments called as extra jobs at Lloyd Yard or Westfield, Texas.

Note 1: The Zone 3 Extra Board at Houston may be required to supplement the Extra Board at Lloyd Yard if the Lloyd Extra Board is exhausted. When extra employees from Houston are used to supplement the Extra Board at Lloyd Yard, such service shall be on a *trip for trip basis*.

Note 2: The Extra Board at Lloyd Yard will not be required to supplement the Zone 3 Extra Board at Houston.

Section 2: It is understood and agreed, this Extra Board will be guaranteed pursuant to existing *conductor/brakemen* agreements; however, a Supplemental Extra Board **will not be assigned** at Lloyd in connection with the establishment of this Combination Extra Board.

NOTE: The total combined number of employees on the Zone 3 Extra Board at Houston and the Extra Board at Spring, Texas (Lloyd Yard), will be utilized in determining the number of positions assigned to the Houston Zone 3 Supplemental Extra Board (ST23).

Section 3: Nothing in this agreement 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 the road/yard zone, pool freight crews performing combined service and deadheads between terminals, pool freight crews performing turnaround service at the away from home terminal (and/or Traveling Switch Engines (TSE) working within their assigned limits (radius or straightaway).

Section 4: (a) This Agreement signed at Spring, Texas will not prejudice the position of either party, will not be referred to in connection with any other case, Agreement (Local or National), or dispute resolution and supercedes all other rules, agreements, and practices to the extent necessary to conform herewith.

(b) Either party upon serving thirty (30) days written notice to the other may cancel this Agreement. Should a cancellation notice be served, the parties agree to meet in the intervening time or as mutually agreed to discuss issues precipitating its cancellation.

Signed this 3rd day of November 2006.

For United Transportation
Union:

For Union Pacific Railroad:


L. R. Bumpurs
General Chairman


S. F. Boone
Director - Labor Relations

MEMORANDUM OF AGREEMENT

Between the

UNION PACIFIC RAILROAD COMPANY

And the

UNITED TRANSPORTATION UNION

(IGN)

GALVESTON GUARANTEED COMBINATION ROAD/YARD EXTRA BOARD

IT IS AGREED:

Section 1: The Carrier may establish a Guaranteed Combination (Conductor/Brakeman/Switchman) Extra Board at Galveston, Texas to protect the following assignments and territory:

- (1) Local, road switcher (TSE) and/or yard assignments originating and/or assigned at Galveston, Texas.
- (2) Local, road switcher (TSE) and/or yard assignments originating and/or assigned at Webster, Texas.

Note 1: In the event the Galveston extra board is exhausted, the Houston Zone 3 Extra Board will protect assignments at Galveston and Webster.

Note 2: The Extra Board at Galveston will not be required to supplement Extra Boards at Houston.

Section 2: The allotted travel time between the Galveston Extra Board and assignments at Webster will be sixty (60) minutes.

Section 3: It is understood and agreed, this Extra Board will be guaranteed pursuant to existing agreements; however, a Supplemental Extra Board will **not** be assigned at or in connection with the Combination Extra Board at Galveston, Texas.

Section 4: The provisions of the controlling guaranteed extra board agreement shall govern the operation and administration of the Galveston extra board.


Section 5: Nothing in this agreement 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 the road/yard zone, pool freight crews performing combined service and deadheads between terminals, pool freight crews performing turnaround service at the away from home terminal and/or Traveling Switch Engines (TSE) working within their assigned limits (radius or straightaway).

Section 6: (a) This Agreement signed at Spring, Texas will not prejudice the position of either party, will not be referred to in connection with any other case, Agreement (Local or National), or dispute resolution and supercedes all other rules, agreements, and practices to the extent necessary to conform therewith.

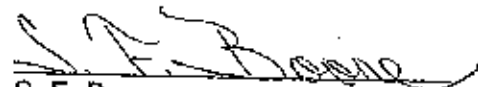
(b) Either party may cancel this Agreement by serving thirty (30) days' written notice to the other party. Should a cancellation notice be served, the parties agree to meet in the intervening time or as mutually agreed to discuss issues precipitating its cancellation.

Signed this 25th day of January, 2010.

United Transportation Union


L. R. Bumpurs
General Chairman, UTU

Union Pacific Railroad Company


S. F. Boone
Director - Labor Relations

UNION PACIFIC RAILROAD COMPANY

Gary Taggart
Director - Labor Relations



BUILDING AMERICA

24125 Aldine Westfield Rd.
Spring, Texas 77373
Office: (281) 350-7585

December 14, 2011
110.61-6-300

MR. LARRY BUMPURS
GENERAL CHAIRMAN - UTU
400 RANDAL WAY
SUITE 102
SPRING, TEXAS 77388

DEAR SIR:

This refers to my letter dated December 12, 2011 advising of the Carrier's intention of establishing pool service between Houston and Galveston and your e-mail request dated December 13, 2011.

The following will govern for employees operating in this new pool:

1. Crews will receive actual miles, with a minimum of 130-miles at the through freight rate of pay.
2. Until a trip rate is developed for this pool, employees (pre and post '85) may receive terminal delay in accordance with the collective bargaining agreement.
3. Meals en route for employees working in this service will be governed by Article IX, section 2, Paragraph (e) of the October 31, 1985 UTU National Agreement.
4. Away-from-home terminal meal allowances for employees working in this service will be governed by Article IX, Section 2, Paragraph (d) of the October 31, 1985 UTU National Agreement as amended.

The pay elements identified in Item 1, 2, and 3 as well as any other pay element(s) contained in Article V of the 2002 UTU National Agreement, will be included in any trip rate established for this run.

Please do not hesitate in contacting me if you have any further questions.

Sincerely,



T. Gary Taggart

UNION PACIFIC RAILROAD COMPANY

Gary Taggart
Director – Labor Relations



BUILDING AMERICA

24125 Aldine Westfield Rd.
Spring, Texas 77373
Office: (281) 350-7585

December 12, 2011
110.61-6-300

MR. LARRY BUMPURS
GENERAL CHAIRMAN – UTU
400 RANDAL WAY
SUITE 102
SPRING, TEXAS 77388

DEAR SIR:

This is to advise that business levels between Houston and Galveston, Texas now justify the establishment of pool service. Pursuant to Article IV 8 of the Houston Hub Implementing agreement, the Carrier plans to bulletin a home terminal pool at Houston and away-from-home-terminal of Galveston as early as January 1, 2012.

Crews assigned in this new pool may operate over both the UP and BNSF trackage rights and will be compensated the basic day, rates of pay and other operating conditions for employees engaged in pool service.

Soon after implementation, the Carrier will develop an applicable trip rate in accordance with Article V of the 2003 National Agreement.

Please do not hesitate in contacting this office if you have any questions or desire to discuss this further.

Sincerely,

T. Gary Taggart
Director – Labor Relations

Memorandum of Agreement

Between

Union Pacific Railroad

And the

United Transportation Union

LUFKIN GUARANTEED COMBINATION ROAD EXTRA BOARD

It is agreed:

Section 1: The Carrier may establish a Guaranteed Combination Extra Board at Lufkin Texas to protect all train service vacancies on the following assignments:

- (1) All TSE and Local Assignments that work between Lufkin, Texas and Shreveport, Louisiana.
- (2) TSE Assignment(s) at Leggett, Texas.
- (3) TSE and Local Assignments at Palestine, Texas, on the Houston Hub Zone 3 Territory.
- (4) Hours of Service Relief between Shreveport, Louisiana and Lufkin, Texas, on a turnaround basis, including but not limited to, Rock Trains, Grain and Work Trains, etc that originate and/or terminate at or between Lufkin, Texas and Shreveport, Louisiana; however, not including Southbound trains originating at Prosser, Texas. The Lufkin Extra Board will not protect Hours of Service Relief or other service between Lufkin, Texas and Houston, Texas, except to protect TSE vacancies and/or TSE Hours of Service Relief at Leggett, Texas proper.

Note 1: The Extra Board at Houston may be required to supplement the Extra Board at Lufkin with the understanding employees from the Houston Extra Board will be released after one tour of duty or round trip cycle as the case may be and deadheaded back to the Houston Board.

Note 2: The Lufkin Extra Board will not be required to supplement Extra Boards at Houston. Moreover, train service employees will not be force assigned to vacant or no bid positions on the Lufkin Extra Board.

Note 3: It is understood Item 4 above stipulates the Lufkin Extra Board will not perform Hours of Service Relief South of Lufkin, Texas except to protect Hours of Service Relief for the TSE assignment at Leggett in order to complete the Industrial work. The Lufkin Extra Board may relieve any crew expired under the Hours of Service on line of road between Shreveport and Lufkin but may not operate trains South of Lufkin, Texas.

Section 2: The allotted travel time between the Lufkin Extra Board and outlying vacancies on regular assignments will be as follows:

- | | | |
|-----|--------------------|------------|
| (1) | Nacogdoches, Texas | 45 minutes |
| (2) | Leggett, Texas | 60 minutes |
| (3) | Palestine, Texas | 90 minutes |

Section 3: It is understood and agreed, this Extra Board will be guaranteed pursuant to existing agreements; however, a Supplemental Extra Board will not be assigned at or in connection with the Combination Extra Board at Lufkin, Texas.

Section 4: Nothing in this agreement 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 the road/yard zone, pool freight crews performing combined service and deadheads between terminals, pool freight crews performing turnaround service at the away from home terminal and/or Traveling Switch Engines (TSE) working within their assigned limits (radius or straightaway).

Section 5: (a) This Agreement signed at Spring, Texas will not prejudice the position of either party, will not be referred to in connection with any other case, Agreement (Local or National), or dispute resolution and supercedes all other rules, agreements, and practices to the extent necessary to conform herewith.

(b) Either party upon serving 30 days written notice to the other may cancel this Agreement. Should a cancellation notice be served, the parties

agree to meet in the intervening time or as mutually agreed to discuss issues precipitating its cancellation.

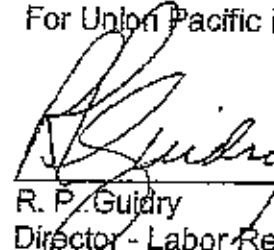
Signed this 18th day of June 2004.

For UTU

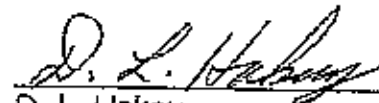
For Union Pacific Railroad



L. R. Bumpurs
General Chairman



R. P. Guidry
Director - Labor Relations



D. L. Hakey
Vice-President - UTU

UNION PACIFIC RAILROAD COMPANY



April 1, 2005
File 110.61.6 (250)

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, Texas 77388

Dear Sir:

This refers to our March 24, 2005 conference wherein we discussed the disputed boundaries of the Combination Road/Yard Extra Board at Brownsville, Texas.

Relating thereto, it is agreed the following will be added to Article V, Section A of the Houston Hub Implementing Agreement dated June 11, 1997 as Item 10 reading:

10. Brownsville. One Combination Conductor, Brakemen, Yardmen Extra Board to protect all local service, road switcher service (TSE), and/or yard service originating and/or assigned at Olmito Yard and/or Brownsville, Texas. The on and off duty point for the Brownsville Extra Board shall be Olmito Yard. If the Brownsville Extra Board is exhausted, trainmen from the Kingsville Extra Board may protect these vacancies. If there is not sufficient extra work to support at least one assignment on the Brownsville Extra Board, the Carrier may temporarily discontinue the Brownsville Extra Board and protect extra work outlined in this Section 10 from the Kingsville Extra Board until the work increases and the position(s) can be re-established.

If this accurately reflects our understanding please indicate by signing in the space provided.

Respectfully,

A handwritten signature in dark ink, appearing to read "R. P. Guidry".

R. P. Guidry
Director - Labor Relations

Agreed:

A handwritten signature in dark ink, appearing to read "L. R. Bumpurs".

L. R. Bumpurs
General Chairman - UTU

W.C.



January 4, 2010

140.40-18
S 1940-1
S 1940.70-1

Mr. L. R. Bumpurs
General Chairman, UTU
400 Randal Way, Ste. 102
Spring, TX 77388

Dear Sir:

This refers to the parties' Letter of Understanding dated January 12, 2009, and our recent discussions relating thereto regarding a continuation in the suspension of Article XII (Termination of Seniority) of the 1985 UTU National Agreement.

The January 12, 2009 Letter of Understanding sets forth, in relevant part, "...the parties' agreement to suspend application of Article XII of the 1985 UTU National Agreement until February 1, 2010." Additionally, said Letter of Understanding extended its application retroactively to any employee furloughed subsequent to September 1, 2007.

As we have discussed, it would appear to be in the parties' best interests to continue the suspension of Article XII. Accordingly, this letter shall confirm our agreement to extend the terms of the January 9, 2009 Letter of Understanding until March 1, 2011.

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

Yours truly,

A handwritten signature in cursive script that reads "S. F. Boone".

S. F. Boone
Director - Labor Relations

AGREED:

A handwritten signature in cursive script that reads "L. R. Bumpurs".

L. R. Bumpurs
General Chairman, UTU

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION
(HOUSTON HUB)

ROAD YARD BUMP PROCEDURE

The parties desiring to limit the relocation of trainmen to the extent possible have reviewed the bump procedures of the schedule labor agreement applicable in the Houston Hub. The existing bump procedures applicable to road/yard movements place an undue burden on the trainmen holding common Houston Hub seniority. Therefore it is agreed:

ARTICLE I. DEFINITIONS

The following will be considered road assignments:

1. Regularly assigned in Pool Freight, Local Freight, TSE or Passenger Service,
2. Holding a Road Extra Board (conductor or brakeman), or Combination Extra Board.

The following will be considered yard assignments:

1. Regularly assigned to a yard engine including daily preference boards where such board exist,
2. Holding a Yard Extra Board.

ARTICLE II. MOVEMENT BETWEEN ZONES

The exercise of seniority between zones will be governed by the Thirty (30) Day Pass-Up Rule applicable in the Houston Hub subject to the following conditions.

ARTICLE III. MOVEMENT BETWEEN ROAD AND YARD

Trainmen in a particular zone of the Houston Hub gaining a displacement right in road service may not exercise seniority to yard service in the Houston Hub unless the trainman has held a road assignment, for sixty (60) consecutive days

110-A

If the trainman gaining the displacement right in road service has not held a road assignment for sixty (60) consecutive days but does not have sufficient seniority to hold a road assignment in the zone where displaced then the displaced trainman may exercise seniority to road service at any location in the Houston Hub or to yard service only in the zone where the displacement right was gained and must remain in yard service for a period of sixty (60) days seniority permitting.

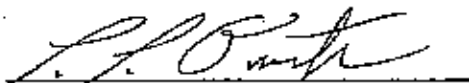
Trainmen in a particular zone of the Houston Hub gaining a displacement right in yard service may not exercise seniority to road service in the Houston Hub unless the trainman has held a yard assignment for sixty (60) consecutive days.

If the trainman gaining the displacement right in yard service has not held a yard assignment for sixty (60) consecutive days but does not have sufficient seniority to hold a yard assignment in the zone where displaced then the displaced trainman may exercise seniority to yard service at any location in the Houston or to road service only in the zone where the displacement right was gained and must remain in road service for a period of sixty (60) days in that zone seniority permitting.

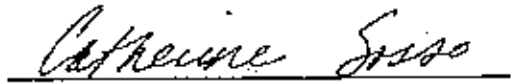
The above provisions will supersede the provisions of the Memorandum of Agreement dated November 1, 1976, which was incorporated into Article 32, Bulletin Rule - Pass Up Rule of the IGN Agreement and subsequently made applicable to the entire Houston Hub in the March 30, 1998 IGN Import Agreement.

This agreement will become effective June 10, 2000.

For United Transportation Union:


L. L. Overton
General Chairman, UTU

For Union Pacific Railroad:


C. J. Sosso
Director Labor Relations, UPRR
Signed June 1, 2000

UNION PACIFIC RAILROAD COMPANY

Gary Taggart
Director - Labor Relations



BUILDING AMERICA

24125 Aldine Westfield Rd.
Spring, Texas 77373
Office: (281) 350-7585

June 29, 2011

Mr. Larry Bumpurs
General Chairman - UTU
400 Randal Way
Suite 102
Spring, TX 77388

Dear Sir:

This refers to our discussion concerning Memorandum of Agreement dated June 10, 2000- Road Yard Bump Procedures.

The intent of this agreement was to prevent undue burden on the trainmen holding common Houston Hub seniority. Accordingly, Article III required employees to remain in road and/or yard service for a minimum of sixty (60) consecutive days before being allowed to move from road to yard and/or yard to road.

Recently, some employees have attempted to move between road and yard via bid process in less than sixty (60) days. Accordingly, in order to clarify the parties position regarding Article III, it is agreed, Article III - Movement Between Road and Yard is hereby changed to read as follows:

"Trainmen in a particular zone of the Houston Hub in road service may not exercise seniority to yard service in the Houston Hub unless the trainman has held a road assignment, for sixty (60) consecutive days.

If the trainman gaining a displacement right in road service has not held a road assignment for sixty (60) consecutive days but does not have sufficient seniority to hold a road assignment in the zone where displaced then the displaced trainman may:

- (1) Exercise seniority to road service at any location in the Houston Hub or
- (2) To yard service only in the zone where the displacement right was gained and must remain in yard service for a period of sixty (60) days seniority permitting.

NOTE: If the employee does not have sufficient seniority to hold an assignment provided in (1) and (2) above, he/she may exercise seniority to a yard assignment outside the zone where the

110-B

displacement was gained. He/she must remain in yard service for a period of sixty days seniority permitting.

"Trainmen in a particular zone of the Houston Hub in yard service may not exercise seniority to road service in the Houston Hub unless the trainman has held a yard assignment, for sixty (60) consecutive days.

If the trainman gaining a displacement right in yard service has not held a yard assignment for sixty (60) consecutive days but does not have sufficient seniority to hold a yard assignment in the zone where displaced then the displaced trainman may:

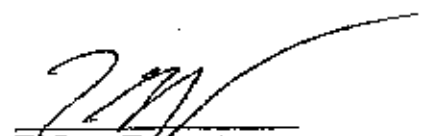
- (1) Exercise seniority to yard service at any location in the Houston Hub or
- (2) To road service only in the zone where the displacement right was gained and must remain in road service for a period of sixty (60) days seniority permitting.

NOTE: If the employee does not have sufficient seniority to hold an assignment provided in (1) and (2) above, he/she may exercise seniority to a road assignment outside the zone where the displacement was gained. He/she must remain in road service for a period of sixty days seniority permitting.

If this correctly reflects your understanding, please indicated in the space provided below, returning a signed copy back to the office.

Agreed:


Larry Bumpurs
General Chairman - UTU


T. Gary Taggart
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone
T. Gary Taggart
Directors- Labor Relations



1400 Douglas Street
STOP 0710
Omaha NE 68179-0710
Office: (281) 350-7585
Office: (402) 544-4562

October 1, 2008

(380.65-1)

MR L.R. BUMPURS
GENERAL CHAIRMAN - UTU
400 RANDAL WAY - SUITE 102
SPRING TX 77388

Dear Sir:

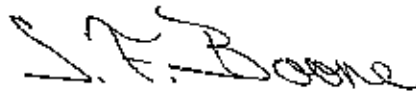
This will acknowledge our various discussions concerning trip credits and the parties mutual understanding of crew consist protected employees' entitlement(s) to trip credits, pursuant to Article 19 of the basic Crew Consist Agreement dated April 17, 1980, as amended. Accordingly, a protected trainman/switchman will receive a trip credit:

1. When performing service in yard or road service.
2. When performing service as a hostler/hostler helper, or as a utility position.
3. When performing service as full-time protected union officers or part-time union officers. Full-time protected union officers must submit their prior years U.T.U. W-2/supplemental earnings to the Timekeeping bureau in order to adhere to the one-third ($1/3^{\text{rd}}$) cap.
4. Two-thirds ($2/3$) credit for protected extra board and supplemental extra board employees each day he/she is marked up and not used.
5. For each paid Vacation, Personal Leave, Bereavement, Jury Duty, Annulled, Holiday (H1), Operation Lifesaver, Rules Testing, Safety Meeting, Peer Support, Service Unit Company business, Company Business-CMS, RCO Training, Total Safety Culture, Employee Involvement, and any other similar program(s) of a safety nature, and Critical Incident day incurred by a protected employee taken by a protected employee in road and/or yard service.
6. It is not intended to eliminate any paid status currently receiving trip credits that may have been omitted above.

If the foregoing is acceptable to you, please so indicate by signing in the space provided, returning the original to me and retaining a copy for your records.

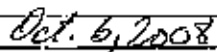
Agreed

T. Gary Taggart
Director Labor Relations


Sharon Boone
Director Labor Relations

I CONCUR:


L. R. Bumpurs, General Chairman - UTU


Date

UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone
T. Gary Taggart
Directors— Labor Relations



1400 Douglas Street
STOP 0710
Omaha NE 68179-0710
Office: (281) 350-7585
Office: (402) 544-4562

380.65-1

October 1, 2008

MR L.R. BUMPURS
GENERAL CHAIRMAN - UTU
400 RANDAL WAY - SUITE 102
SPRING TX 77388

Dear Sir:

This will acknowledge our various discussions concerning the productivity funds and specifically Article III of the December 1, 1988 Crew Consist Modification Agreement.

Article III -- Productivity Fund/Special Allowance/Personal Leave of the December 1, 1988 Crew Consist Modification Agreement reads in part:

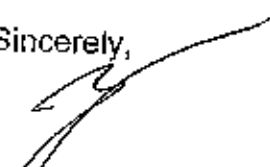
- "(1) The present \$48.25 productivity fund allowance in Article 19 of the basic agreement shall on the date of this modified agreement is implemented be increased as follows:
- (a) \$50 will be paid to the productivity fund.
 - (b) Protected employees will be compensated in addition to their normal earnings a productivity fund allowance of \$3.75 when working on a reduced crew."


Accordingly, protected employees will be compensated in addition to their normal earnings for a tour of duty incurred, excluding deadheads and non service trips, a productivity fund allowance of \$3.75 when working on a conductor/foreman only or conductor/foreman and brakeman/helper assignment. The total of these payments received by an eligible employee during the applicable productivity fund year, when combined with the employee's disbursement from the trainman's productivity fund for the productivity fund year, shall not exceed one-third (1/3) of his/her total earnings from that productivity fund year.

When computing one-third (1/3) of a protected employee's compensation, any productivity fund year, payments or credits received from the productivity fund, including the \$3.75 productivity fund payments will not be included in the computation.

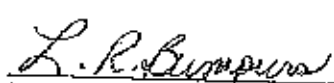
If the foregoing properly reflects our understanding, please so indicate by signing in the space provided, and returning the original copy to me and retaining a copy for your records.

Sincerely,


T. Gary Taggart
Director - Labor Relations


Sharon F. Boone
Director - Labor Relations

I concur:


L. R. Bumpurs, General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1400 Douglas Street, STOP 0710
OMAHA, NEBRASKA 68179-0710



May 17, 2005

Mr. L. R. Bumpurs
General Chairperson
United Transportation Union
400 Randal Way, Suite #102
Spring, TX 77388

Dear Mr. Bumpurs:

This has reference to the parties' discussions concerning the implementation of trip rates for trainmen working in through freight service and, in particular, the issue of whether Union Pacific's ("UP") offset of trip overtime by the amount of terminal time (initial terminal delay) incorporated into the applicable trip rate is proper under the provisions of Article V of the of the August 20, 2002 UTU National Agreement. In concert therewith, this letter will confirm the parties' agreement regarding the resolution of the aforementioned matter.

The genesis of this issue is found in Agreement rules governing the payment of overtime and/or terminal time. Prior to the implementation of trip rates, a pool freight conductor, for example, did not receive payment for both terminal time (initial terminal delay) and overtime. Rather, he or she was paid the greater of either the total of his or her terminal time, if any, or the overtime, if any, for the trip. The implementation of trip rates, however, in effect modified this arrangement by essentially paying an amount of terminal time, through the incorporation of initial terminal delay into the trip rate, notwithstanding the fact the conductor may have earned and been paid overtime for the trip.

In UP's view, the foregoing outcome contradicts an essential underpinning of Article V – i.e., the implementation of trip rates *should* "... neither create nor result in additional pay-related costs for a carrier, nor gains for its employees, nor losses for pre October 31, 1985 employees ...". Specifically, the payment of both overtime and, through the inclusion of a monetary amount or factor for terminal time in the trip rate, terminal time generates a windfall for the employee – a result contrary to the mandate in Article V, Part A, Section 1, Paragraph (a). Moreover, this implementation essentially modifies the longstanding pay arrangement between terminal time and overtime – again, an outcome contrary to the language of Article V, Part A, Section 1, Paragraph (b).

In UTU's view, the offset of overtime by the terminal time factor inherent in the trip rate stands in stark contrast with the requirements of Article V, Part A, Section 1, Paragraph (b) because it essentially modifies the manner in which overtime is to be paid. UTU also contends this offset generates a windfall for UP at the expense of a conductor's overtime earnings.

UP and UTU have extensively explored and discussed this issue. The outcome of those efforts is a conclusion that depending upon the specific circumstances of a given run, either party could be correct. In other words, there are circumstances where

126-C

UP's terminal time offset against overtime would appear appropriate to negate a windfall and, at the same time, there are other circumstances where the taking of the offset generates a windfall for UP.

Therefore, and in specific recognition of the requirements set forth in Article V pertaining to the payment of pay elements not incorporated into a trip rate (such as overtime) and the avoidance of windfalls to any party, UP and UTU have agreed to resolve this matter as set forth below:

1. The overtime earned by a conductor, brakeman and/or fireman (including trainees) will be offset by the amount of terminal time incorporated into the trip rate - "imbedded terminal time." The amount of such offset shall be determined by the calculations outlined in Item 2 below.
2. The amount used as the imbedded terminal time offset against overtime for a given run will be determined as follows:
 - a. Convert the monetary value of the imbedded terminal time (appropriate amounts for terminal time included in the trip rate) to a time (minute) basis by dividing the amount(s) for terminal time included in the trip rate by the applicable per minute overtime rate.
 - b. Round the quotient from Paragraph a, above, to the nearest whole minute. (Remainders of 0.5" or less will be rounded down to the nearest whole minute and remainders of 0.6" or more will be rounded up to the nearest whole minute.)
 - c. Multiply the result from Paragraph B, above, by 50% and round the result down to the nearest whole minute.
 - d.
 - i. If the result from Paragraph c, above, is 6 minutes or greater, the offset against overtime earned on a trip over the involved run will be the result from Paragraph c, above.
 - ii. If the result from Paragraph c, above, is 5 minutes or less, the offset against overtime earned on a trip over the involved run will be zero - i.e., there will be no offset against the earned overtime for this run.
3. The procedure set forth in Items 1 and 2, above, will be effective the first day of the first payroll period following the date this Agreement is fully executed by the parties.

Pursuant to it's earlier commitments and consistent with the foregoing, UP will reimburse affected employees by the amounts withheld in excess of the above-described procedure. Said reimbursement will be governed by the following:

1. UP will make the appropriate payments to affected employees by no later than the 2nd payroll period of August, 2005. Said payments will be made via

either a separate check/voucher or inclusion of the appropriate amounts the employee's payroll check.

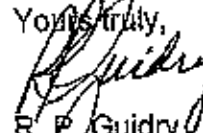
2. These payments will be subject to applicable Federal, State, Local and/or Railroad Retirement taxes and any other appropriate and legal garnishments.
3. Since these payments reflect reimbursement for earnings, the involved amounts will, if applicable, be applied against any applicable protection or guarantee benefits said employees are entitled to received. Similarly, the payments will be included as earnings for next year's vacation benefits entitlement, if any.
4. The amount reimbursed to each affected employee will be determined as follows:
 - a. For pool freight runs that the imbedded terminal time factor presently used to offset overtime is greater than 11 minutes, the amount an employee working on a pool/run will be reimbursed will equal 50% of the total amount offset against the employee's overtime earned in (on) the pool/run during the period between the date the trip rate(s) for the pool/run was implemented and the date this Letter of Agreement is placed into effect.
 - b. For pool freight runs that the imbedded terminal time factor presently used to offset overtime is 11 minutes or less, the amount an employee working on a pool/run will be reimbursed will equal 100% of the total amount offset against the employee's overtime earned in (on) the pool/run during the period between the date the trip rate(s) for the pool/run was implemented and the date this Letter of Agreement is placed into effect.

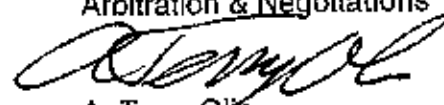
In connection with the foregoing, UP and UTU also recognize and agree to the following:

1. The terms and conditions of this settlement are made to address a set of circumstances unique and specific to UP. Consequently, this settlement will not be considered as a precedential interpretation or application of Article V of the 2002 UTU National Agreement. Additionally, this settlement is made without the prejudice to either UP's or UTU's position(s).
2. Except for disputes arising from the application of this understanding, neither UP nor UTU will cite or rely upon this settlement in any future forum or proceeding.
3. The terms of this understanding constitute full and final settlement of the issue(s) related to the offset of overtime by terminal time in connection with and following implementation of trip rates pursuant to Article V. Accordingly, the terms hereof will apply notwithstanding any other decisions or awards of the National Disputes Committee pertaining to this specific issue.

If the foregoing properly and accurately reflects our understandings on this matter, please so indicate by affixing your signature in the space provided below; returning one fully executed copy to my office at your earliest opportunity.

Yours truly,


R. P. Guidry
Director - Labor Relations
Arbitration & Negotiations



A. Terry Olin
General Director - Labor Relations
Arbitration & Negotiations

AGREED:


L. R. Bumpurs
General Chairman, UTU

May 25, 2005
Date

APPROVED:


M. B. Futhey, Jr.
Vice President, UTU

AGREEMENT

Among

UNION PACIFIC RAILROAD COMPANY

And

UNITED TRANSPORTATION COMPANY C,T &Y

AMENDMENT TO THE PRODUCTIVITY FUND AGREEMENT DATED
OCTOBER 18, 1993

This refers to the administration of the Crew Consist Productivity Fund pursuant to the October 18, 1993, Agreement. Article X of the Agreement provides for distribution of the Productivity Funds based on fiscal year contributions to the Funds. However, the underlying Crew Consist Agreements provide a limitation on the fund distribution for eligible employees to one-third (1/3) of their total compensation is based on the preceding calendar year.

Accordingly, the parties agree to amend Section 1, Article X, Annual Division of the Productivity Fund, of the October 18, 1993 Productivity Fund Agreement as follows:

"Section 1. The fiscal year of the former MP Productivity Fund shall be October 1 through September 30; the fiscal year of the UP Productivity Fund shall be November 1 through October 31. The productivity sharing provided for by the Crew Consist Agreements dated March 17, 1980 (former MP), September 15, 1980 (UP-West), and June 29, 1984 (UP-ED) as amended, is limited to the extent the total amount of a protected employee's annual share of his/her productivity fund cannot exceed one-third (1/3) of his/her total compensation for the applicable fiscal year."

In addition, Article VII, Report of Payments, shall be amended to add the following:

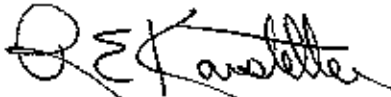
"Note: The Employer may furnish monthly 'printouts' to the General Chairperson via the use of electronic or computer-based delivery or transmission methods."


This Amendment to the October 18, 1993, Productivity Fund Agreement will be effective during the fiscal year in which all parties have acknowledged

their agreement by signing below. This Amendment shall not be retroactive and no claims or grievances shall be filed as a result of this Amendment. This Amendment constitutes a separate agreement between the Employees and respective UTU General Chairperson signatory hereto.

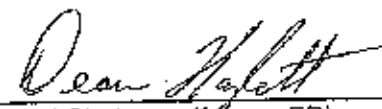
AGREED this 1st date of March, 2002.

FOR THE
UNITED TRANSPORTATION UNION:

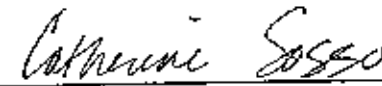

General Chairman (former MPUL)


General Chairman (former T&P)


General Chairman (former IGN)


General Chairman (former ED)

FOR THE
UNION PACIFIC RAILROAD COMPANY:


Director Labor Relations


Director Labor Relations


Director Labor Relations


Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

March 24, 2000

1416 DODGE STREET
OMAHA, NEBRASKA 68102



File: 110.61-6
1940.35
1940.36

Mr. L.L. Overton
General Chairman UTU
400 Randal Way
Suite 102
Spring, TX 77388

RE: Article XII 1996 UTU National Agreement 48 Hour Bump Rule

Dear Mr. Overton:

This refers to our discussions and your repeated calls and concern that the Carrier is not consistently applying Article XII of the 1996 UTU National Agreement to employees who are displaced from an assignment and subsequently placed on a bump board.

We concur there is no agreement granting employees the right to stay in displaced/bump status for an indefinite period of time. Article XII clearly provides that an employee with a displacement right on any position must, from the time of proper notification, exercise that displacement right within 48 hours by notifying CMS such employee elects to displace a junior employee or exercise seniority to an open vacancy either within thirty miles from the former assignment or to an outlying location. If an employee fails to exercise displacement rights within the 48 hour period, such employee will be assigned to the extra board protecting the assignment from which displaced, seniority permitting.

We also agreed Article IV, Section 4 of the 1993 Crew Consist Agreement, as clarified by the February 2, 1998, letter of understanding providing for force assignment was not amended or modified by Article XII of the 1996 UTU National Agreement. Therefore, trainmen (conductors, foremen, brakemen, switchmen) force assigned to no bid vacancies or who have a displacement right, must accept the assignment or displace a junior employee within twenty-four (24) hours.

Accordingly, employees who are force assigned only have 24 hours to displace a junior employee while all other displacement rights must be exercised within 48 hours. Thus, employees who have a displacement right under Article XII who fail to exercise displacement rights within 48 hours and cannot hold the applicable extra board, shall forfeit their displacement rights and become furloughed.

We agreed due to the confusion among employees and the Carrier surrounding the application of these rules, employees currently on the bump board more than 48 hours will be notified to exercise their seniority on a one-time basis. CMS will contact such employees and give them 24 hours to place or force assign with no further displacement right. If there are no vacancies the employee can hold, place the employee in furlough status.

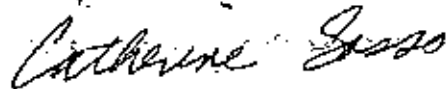
Henceforth, the following vacancy procedures will be applied to employees :

Once an employee is displaced and notified, the employee has either 24 hours or 48 hours to either:

- (1) Notify CMS of their decision to displace within a terminal, within 30 miles of the current reporting point, or to displace beyond the thirty miles.

- (2) Force assigned employees who fail to displace within 24 hours must accept the assignment. An employee with 48 hours to displace who fails to do so will be placed on the extra board which protects the assignment from which displaced, seniority permitting. (Note: if there are no vacancies on the extra board, the junior employee shall be displaced).
- (3) If there are no vacancies on the extra board or the employee fails to place, the employee shall be furloughed.

Sincere regards,



Catherine Sosso
Director Labor Relations

Cc: Scott Hinckley
Harry Straub
Dave Martinez
Alan Weed
DeAna Shaffer

Section B. When an employee is brought to trial for any offense, the charge shall be specified, and he and his Committeeman of O.R.C. or B. of R.T., shall have the right to produce witnesses to testify in his defense at such investigation, and to examine all papers and to question all persons giving evidence in his case. The Committee will be furnished copy of investigation and findings on request. Cat

Section C.

Any employee who feels that he has been unjustly dealt with, shall have the right to appeal to his superior officer within ten (10) days, either in person or through the ORC or BRT Committees, together with the local or General Chairman, or both. If found not guilty, he shall be reinstated and paid for all time lost, or his record relieved of unfavorable entries, as the case may be.

Section D.

Trainmen will be allowed to have a representative present, if he so desires, when called upon to give verbal statements to officials. Where responsibility of matters being investigated is undetermined, the employees upon whom the responsibility seems to rest will be allowed to remain during the entire investigation.

Memorandum of Agreement
October 13, 1994
(10/10/10 Investigation Agreement)

In order to establish a uniform rule to govern the scheduling and conducting of disciplinary investigations of trainmen/yardmen.

It is Agreed:

1. Employees will not be disciplined without first being given a fair and impartial investigation. They may, however, be held out of service pending such investigation, but it is not intended that they be held out of service for minor offenses.
2. Prior to the investigation, the employee(s) shall be given written notice of the specific charge(s) stating the time and place sufficiently in advance to afford them the opportunity to arrange for witnesses and for representation by a fellow trainman/yardman or officer of the United Transportation Union.
3. Employees will be notified of the charge(s) within ten (10) days from the time a Company officer authorized to order investigations has, or reasonably should have had, information of the incident(s) to be investigated. The investigation will be set within ten (10) days subsequent to the date of the charge(s). A decision shall be rendered within ten (10) days following completion of the investigation. If not delivered on Company premises, the decision shall be sent by Certified U.S. Mail, Return Receipt Requested, to the last known address. The postmark will determine the date the decision is rendered provided the employee produces the proper envelope.
4. The accused and his representative will be afforded the opportunity to examine and cross-examine all witnesses with authority equal to that of the Interrogating Officer; i.e., they will be allowed to ask any questions that are related to the matters under investigation.
5. A transcript of the record of the proceedings at the investigation will be made and a copy thereof will be furnished promptly to the charged employee and his representative. Where the Carrier elects to record the proceedings by means of an electronic device, such as a tape recorder, the representative of the charged may also record the proceedings should he so desire provided that doing so does not result in disruption or delay to the hearing.

The official recording will be maintained by the Carrier for a minimum of thirty (30) days except in the instance where the accuracy of the written transcript is challenged. In such instance the recording will be maintained until the dispute is resolved.

6. An employee who voluntarily signs a statement waiving investigation and accepting responsibility will be advised of the amount of discipline that will be applied before signing such

UNION PACIFIC RAILROAD COMPANY



BUILDING AMERICA

May 1, 2009
Carrier File 450.1
UTU (UPED) Discipline Agreement
Addendum

Mr. L. R. Bumpurs
General Committee of Adjustment GO 577
400 Randal Way, Suite, 102
Spring, TX 77388

Dear Mr. Bumpurs:

This letter concerns our May 1, 2009, Agreement modifying IGN-UTU Conductors, Trainmen, and Switchmen Discipline Agreements which in part governs the appeal and dispute resolution process for dismissed employees.


During negotiations you expressed concern over the thirty-(30) day timeline requirement governing UTU's appeal of a dismissed employee's case.


In an effort to accommodate and transition to the timelines expressed in our May 1, 2009 Addendum, UTU will make every effort to file its appeal for a dismissed employee within the thirty (30) day time frame. Notwithstanding and for a period of one year following the execution of this agreement, Union Pacific will not consider UTU's failure to file an appeal for a dismissed employee as a time limit violation unless that appeal is not filed by the Organization within forty-(45) days of the Superintendent's disciplinary assessment.


On May 2, 2010, this Side Letter will automatically expire and the thirty-(30) day timeline for appealing a dismissed employee's case will thereafter become enforceable. Should UTU find the thirty-(30) day timeline problematic, it may cancel the May 1, 2009, Addendum by serving a thirty-(30) day written notice on or before April 1, 2010. If a cancellation notice is not served on or before April 1, 2010, the May 1, 2009 Addendum will remain in effect pursuant to the Railway Labor Act, as amended.

Please specify your concurrence in the space provided.

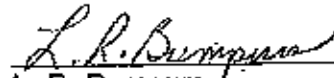
Respectfully,


Sharon Boone
Director - South


R. P. Guldry
Director - System Discipline


Randy B. Weiss
Assistant Director - Discipline

I concur


L. R. Bumpurs
General Chairperson
United Transportation Union - IGN

MEMORANDUM OF AGREEMENT
BETWEEN
UNION PACIFIC RAILROAD COMPANY
(FORMER IGN - HOUSTON SERVICE UNIT)
AND
UNITED TRANSPORTATION UNION

ARTICLE I – APPLICABILITY

- A. All existing agreements pertaining to the handling of discipline are eliminated and replaced by this Agreement.
- B. This Agreement will not modify or replace Carrier policies pertaining to discipline; except to the extent this agreement may conflict with a Carrier policy, this agreement shall govern.

NOTE: This agreement will not modify or replace "By-Pass", "Companion" or "CORE" Agreements.

ARTICLE II – GENERAL

- A. Employees will not be disciplined without just and sufficient cause as determined by a fair and impartial investigation. They may, however, be held out of service pending investigation, but it is not intended that an employee be held out of service for minor offenses.

NOTE: The term "employee" or "employees" used herein will include all classes and crafts of employees in which the United Transportation Union (UTU) is the legally designated representative on the Union Pacific Railroad Company.

ARTICLE III – NOTICE OF INVESTIGATION

- A. Within ten (10) days following the time a company officer authorized to order investigations knew or should have known of the alleged offense, the employee will be given written notice of the specific charges against him or her. The notice will state time, date and place of the investigation, employees charged, and witnesses expected to

be called and will be furnished sufficiently in advance to allow the employee the opportunity to arrange for witnesses and representation, if desired, by the UTU local chairperson(s) or their designee. The notice will propose discipline to be assessed if investigation is waived and designate a carrier officer who may be contacted for the purpose of arranging for an informal conference on the matter. A copy of the notice will be furnished to the UTU local chairperson.

NOTE: The term "the UTU local chairperson's designee" as used throughout this agreement refers to and shall be interpreted to mean a person who holds seniority on the Union Pacific Railroad and who is elected to a position with the UTU or is a member of that organization.

ARTICLE IV -- INFORMAL CONFERENCES

- A. The employee (and the UTU local chairperson or the UTU local chairperson's designee, if desired by the employee), may contact the designated carrier officer prior to the investigation and arrange for an informal conference to discuss the alleged offense and proposed discipline. Such informal conference may be either in person or by telephone.
- (1) If such informal conference results in the charges being dismissed, no further action will be taken.
 - (2) If such informal conference results in proposed discipline being accepted by the employee and the investigation being waived, the employee's record will be updated accordingly. It is understood an employee may not waive an investigation where permanent dismissal would result unless the UTU local chairperson has been consulted. In that case, confirmation that the UTU local chairperson has been consulted will be required as part of the waiver document.
 - (3) If such informal conference does not result in either (1) or (2) above, the discipline imposed as a result of a hearing may not exceed that proposed in the notice of charges.

ARTICLE V -- INVESTIGATION

- A. Unless postponed for good cause, the investigation will be held no later than ten (10) days following the date of the notice.

NOTE: In the application of this Section A above it is understood the parties will exercise reasonable judgement in the postponement of investigations.

- B. When practicable, the investigation will be held at the employee's home terminal. When that is not practicable, the investigation will be held at a location that will minimize the travel, inconvenience and loss of time for all employees involved. When an employee is required to travel to an investigation at other than his or her home terminal, the employee will be reimbursed for actual, reasonable and necessary expenses incurred unless the distance to the site of the investigation is equal to or less than the distance to the employee's home terminal.
- C. An employee failing to appear at a hearing, after having been properly notified in writing, and who makes no effort to secure a postponement, will be considered as accepting the discipline proposed in the charge letter.
- D. A conducting officer failing to appear at a scheduled hearing will result in the investigation being cancelled and the discipline charges dropped.

Note: It is understood Article V(C) and (D) will not be unreasonably applied.

Due consideration will be given when employees are unable to attend their investigation as a result of events over which they have no control. Employees will advise his or her manager and union representative as soon as possible, but no later than the day following the investigation, of the reason(s) he or she could not attend the investigation with supporting documentation.

When a conducting officer is prevented from attending an investigation as a result of events over which he or she has no control and such hearing must be delayed until the reasonable arrival of the assigned hearing officer or until another hearing officer can arrive to commence the hearing, such event will not result in a violation of this rule.

- E. When request is made sufficiently in advance, but no later than three (3) days prior to the scheduled date of the hearing, an employee and/or the UTU local chairperson or the UTU local chairperson's designee will be allowed to examine material or exhibits to be presented in evidence prior to the investigation. At the investigation, an employee and/or the UTU local chairperson or the UTU local

chairperson's designee will be afforded the opportunity to examine or cross-examine all witnesses. Such examination will extend only to matters under investigation. At the investigation the hearing officer or the employee or their representative(s) may request that the witnesses be sequestered.

- F. The investigation will be recorded and transcribed. If discipline results, copies of transcript will be sent to the employee, the UTU local chairperson and the UTU General Chairperson, no later than the date discipline is issued. If the accuracy of the transcript is questioned, the media used shall be examined by both parties and if necessary, the transcript will be corrected.

NOTE: The use of the term "media recognizes the future possibilities of improved electronic methods of recording and transcription.

- G. Where the Carrier elects to record a proceeding(s) by means of an electronic device, such as a tape recorder, the representative of the charged employee may also record the proceedings should he so desire provided that doing so does not result in disruption or delay of the hearing. If the representative records the proceeding on his or her own, the presiding officer must be advised prior to the investigation. Any time the Carrier's recording device is turned off, the representative's recording device must also be turned off. The representative's recording may be referenced should a malfunction occur with the primary recording device.

ARTICLE VI - DECISION

- A. A written decision will be issued no later than ten (10) days following the completion of the hearing. The notice will be sent by US Mail (i.e. certified mail, or similar third-party method providing receipt of delivery) to the last known address of the employee, the UTU local chairperson and the UTU general chairperson.

NOTE: This does not preclude on-property delivery of the decision by a Carrier representative. Such delivery shall be evidenced by a receipt signed and dated by the employee.

- B. If the Superintendent or his designee fails to issue a decision within such ten (10)-day time limit or if the employee is found not at fault, the employee will be paid for any actual time lost and the employee's record will be cleared of the discipline at issue.

ARTICLE VII – APPEALS

OTHER THAN DISMISSALS

- A. Within sixty (60) days of the date of the Superintendent's decision (other than dismissal) the UTU General Chairperson may appeal the decision in writing to the designated Labor Relations officer. The date of Superintendent's decision will be the postmark date of the Superintendent's letter or the dated receipt of the on-property delivery of the Superintendent's decision to the employee. Failing to appeal the Superintendent's decision in accordance with this provision, the appeal will be barred.

NOTE: During the sixty (60) day time frame provided in this Section A it is contemplated the Superintendent or designee and the UTU local representative may meet to discuss the disciplinary action taken towards employee(s) and to determine if a resolution can be reached locally.

- B. Should the UTU General Chairperson file an appeal, the designated Labor Relations officer will respond to the appeal within sixty (60) days from the postmarked date of the appeal. If the Labor Relations officer fails to respond within sixty (60) days, the employee will be paid for any time lost and the employee's record will be cleared of the discipline at issue.
- C. Should the UTU General Chairperson wish to conference any appeals declined by the designated Labor Relations Officer (other than dismissal), the General Chairperson must request a conference listing those claims to be discussed. The General Chairperson's request for conference will not serve to suspend the time limits on such appeals as provided in Paragraph D below.
- D. If the employee or his or her authorized representative is dissatisfied with the decision of Labor Relations, proceedings for final disposition of the case under the Railway Labor Act must be instituted by the employee or his or her duly authorized UTU representative within three hundred sixty-five (365) days of the date of the designated Labor Relations Officer's written declination or the case will be considered closed and the discipline will stand as issued, unless the time limit is extended by mutual agreement.

NOTE: The term "instituted" is intended to mean either party must either docket the claim to a Public Law Board/Special Board of Adjustment in accordance with applicable National Mediation Board

rules and procedures or file an ex parte notice of intent with the First Division of the National Railroad Adjustment Board.

DISMISSALS

- E. Within thirty (30) days of the date of the Superintendent's decision to dismiss an employee, the UTU General Chairperson may appeal the decision in writing to the designated Labor Relations Officer and request a conference to discuss the discipline matter. The date of the Superintendent's decision will be the postmark date of the Superintendent's letter or the dated receipt of the on-property delivery of the Superintendent's decision to the employee. The appeal will be barred and the dismissed decision will stand should there be a failure to appeal the Superintendent's decision in accordance with this provision.

Note: During the thirty (30) day time frame provided in this Section E, it is contemplated the Superintendent or designee and the UTU local representative may meet to discuss the disciplinary action taken towards employee(s) and to determine if a resolution may be reached locally.

- F. The UTU General Chairperson's requested conference to discuss an appeal(s) filed on behalf of a dismissed employee will be held within thirty (30) days from the postmark date of the UTU General Chairperson's written appeal to the designated Labor Relations Officer. The UTU General Chairperson's request for conference will not serve to suspend the time limits on such appeal(s) as provided in Paragraphs G and H below.
- G. Should the UTU General Chairperson (or designated UTU representative) and the designated Labor Relations Officer (or designated Carrier representative) be unable to resolve the appeal in conference, the designated Labor Relations Officer will confirm conference and respond to the UTU General Chairperson's written appeal within sixty (60) days from the postmark date of the UTU General Chairperson's appeal. If the Labor Relations Officer fails to respond within sixty (60) days, the employee will be paid for any time lost and the employee's record cleared of the discipline at issue.

Note 1: The UTU General Chairperson may request a dismissed employee's case be docketed to a Public Law Board (PLB) or Special Board of Adjustment (SBA) immediately following the conference pending written response from the Labor Relations

Officer outlined in Section G above. This note will not apply in cases where a dismissed employee's case is forwarded by the employee or his or her duly authorized UTU representative to the National Railroad Adjustment Board.

Note 2: It is understood that the UTU General Chairperson's letter of appeal and the Labor Relations Officer's denial will comprehensively outline their respective positions to permit the expeditious handling and resolution of a dismissed employee's case.

- H. If a dismissed employee is dissatisfied with the Carrier's decision, proceedings for final disposition of the case under the Railway Labor Act, as amended, must be instituted by the employee or his or her duly authorized UTU representative within thirty (30) days of the date of the designated Labor Relations Officer's written declination or the case will be considered closed and the discipline will stand as issued.

For a dismissed employee's case to be considered instituted under this Section H, the duly authorized UTU representative must, by mutual agreement, list the case to an existing Public Law Board (PLB) or Special Board of Adjustment (SBA), list the case on an Attachment A with accompanying proposed board agreement served pursuant to **§ 153 Second of the Railway Labor Act, as amended, to establish a new Board of Arbitration** or the employee or his or her duly authorized UTU representative file a Notice of Intent with the National Railroad Adjustment Board.

If notice is served to establish a new Board of Arbitration by the Carrier or Organization to resolve a dismissed employee case pursuant to **§ 153 Second of the Railway Labor Act, as amended**, and the UTU General Chairperson and Labor Relations Officer are unable to mutually agree upon an arbitrator, request may be made to the National Mediation Board to provide a strike list of seven (7) arbitrators having substantial rail industry experience. The UTU General Chairperson and Labor Relations Officer will act upon the seven arbitrator strike list (coin toss deciding the party having first strike opportunity) within seven (7) days of its receipt. The parties will thereafter contact the selected Arbitrator and timely schedule the hearing.

When a dismissed employee's case is listed to an existing PLB or SBA or listed to a newly established Board of Arbitration, the Board hearing will be held within ninety (90) days of the case listing unless

there is a scheduling conflict with the arbitrator or a later date is mutually agreed upon by the parties.

The applicable provisions of Article VIII, Section D below will apply to all discipline cases (dismissals and suspensions) where the duly authorized representative's proposed handling is to a PLB or SBA.

Note: When a case(s) for the dismissed employee is docketed to a Public Law Board (PLB) or Special Board of Adjustment (SBA), the duly authorized UTU representative and designated Labor Relations Officer (or designated Carrier representative) will assure all other outstanding discipline cases for that employee are listed to that forum and will be heard with the dismissal case(s).

ARTICLE VIII - MISCELLANEOUS

- A. If a dispute arises concerning the timeliness of any notice or decision, the postmark on the envelope containing such document or the dated receipt of the on-property delivery of the Superintendent's decision to the employee shall be deemed to be the date of such notice or decision.

NOTE: The parties will work to develop an electronic means of communication, with verifiable electronic date stamp, for exchanging correspondence to further expedite the handling of dismissal cases.

- B. Employees attending an investigation as witnesses at the direction of the Carrier will be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred. When no time is lost, witnesses will be paid for actual time attending the investigation with a minimum of three hours, to be paid at the rate of the last service performed.
- C. The employee being investigated or the UTU representative may request the Carrier to direct a witness to attend an investigation, provided sufficient advance notice is given as well as a description of the testimony the witness would be expected to provide. If the Carrier declines to call the witness and the witness attends at the request of the employee or representative and provides relevant testimony which would not otherwise have been in the record, the Carrier will compensate the witness as if it had directed the witness to attend.

- D. If, by operation of this agreement or as the result of an arbitration decision, the Carrier is required to pay an employee who has been disciplined for "time lost", the amount due shall be based on the average daily earnings of the employee for the twelve (12) month period (beginning with the first full month) prior to removal from service. The sum of the claimant's earnings during such period shall be divided by 365 to arrive at the average daily earnings to be applied in determining the amount of lost wages, based on the number of days of discipline.

The Carrier's current practice of adjusting pay for time lost by general wage increases (GWI), cost-of-living-adjustments (COLA) and/or entry-rate progression occurring during the time out of service is recognized and will continue under this Agreement.

The amount of pay for time lost due an employee as a result of a sustaining PLB or SBA Award will not be reduced by outside earnings during the time period the employee was out of service. However, appropriate offsets will be made as specifically required by law or agreement, i.e. Railroad Retirement Board unemployment compensation and/or health and welfare premiums.

If final disposition of an employee's case is forwarded by the employee or his or her duly authorized UTU representative to the National Railroad Adjustment Board, pay for time lost will be reduced by outside earnings during the time period the employee was out of service. It is understood the Carrier may not initiate a Letter of Intent to the National Railroad Adjustment Board to circumvent the outside earnings offset preclusion outlined in this Article VIII, Section D.

When an employee is compensated for time lost in accordance with an arbitration award the compensation for time lost is to be considered as time worked in the calculation of the employee's subsequent vacation eligibility and pay.

NOTE: The twelve (12) month period utilized in determining the employee's average daily earnings will not include any month(s) in which the employee experienced unusually low earnings due to circumstances beyond his/her control, such as personal injury, documented major illness, of the employee or a family member, etc. It is not the intent of this NOTE, to exclude those months in which the employee lays off on his/her own accord; it is intended the twelve (12)-month period utilized will reflect the employee's normal work habits and history.

Example: An employee was dismissed in October for an alleged rules violation. Pursuant to an arbitration award, the employee is reinstated and awarded time lost (back pay). Six (6) months prior to his/her dismissal, said employee was off-duty (medical leave) for two (2) months (March and April) due to a documented major illness, such as a heart attack.

Calculation of the employee's average daily earnings for the preceding twelve (12) months will commence with September and will incorporate the prior fourteen (14) months including September (March and April are excluded due to the employee having reduced or no earnings in those months due to the medical condition).

ARTICLE IX – EFFECTIVE DATE


This agreement signed in Omaha, Nebraska on May 1, 2009.

UNITED TRANSPORTATION UNION



L. R. Bumpurs
General Chairman
United Transportation Union

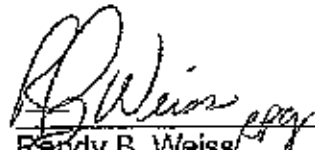
UNION PACIFIC RAILROAD



Randy P. Guldry
Director Labor Relations



Sharon F. Boone
Director Labor Relations



Randy B. Weiss
Asst. Director, Labor Relations

MEMORANDUM OF AGREEMENT
BETWEEN
UNION PACIFIC RAILROAD COMPANY
(FORMER IGN - LIVONIA SERVICE UNIT)
AND
UNITED TRANSPORTATION UNION

ARTICLE I - APPLICABILITY

- A. All existing agreements pertaining to the handling of discipline are eliminated and replaced by this Agreement.
- B. This Agreement will not modify or replace Carrier policies pertaining to discipline; except to the extent this agreement may conflict with a Carrier policy, this agreement shall govern.

NOTE: This agreement will not modify or replace "By-Pass", "Companion" or "CORE" Agreements.

ARTICLE II - GENERAL

- A. Employees will not be disciplined without just and sufficient cause as determined by a fair and impartial investigation. They may, however, be held out of service pending investigation, but it is not intended that an employee be held out of service for minor offenses.

NOTE: The term "employee" or "employees" used herein will include all classes and crafts of employees in which the United Transportation Union (UTU) is the legally designated representative on the Union Pacific Railroad Company.

ARTICLE III - NOTICE OF INVESTIGATION

- A. Within ten (10) days following the time a company officer authorized to order investigations knew or should have known of the alleged offense, the employee will be given written notice of the specific charges against him or her. The notice will state time, date and place of the investigation, employees charged, and witnesses expected to

be called and will be furnished sufficiently in advance to allow the employee the opportunity to arrange for witnesses and representation, if desired, by the UTU local chairperson(s) or their designee. The notice will propose discipline to be assessed if investigation is waived and designate a carrier officer who may be contacted for the purpose of arranging for an informal conference on the matter. A copy of the notice will be furnished to the UTU local chairperson.

NOTE: The term "the UTU local chairperson's designee" as used throughout this agreement refers to and shall be interpreted to mean a person who holds seniority on the Union Pacific Railroad and who is elected to a position with the UTU or is a member of that organization.

ARTICLE IV – INFORMAL CONFERENCES

- A. The employee (and the UTU local chairperson or the UTU local chairperson's designee, if desired by the employee), may contact the designated carrier officer prior to the investigation and arrange for an informal conference to discuss the alleged offense and proposed discipline. Such informal conference may be either in person or by telephone.
- (1) If such informal conference results in the charges being dismissed, no further action will be taken.
 - (2) If such informal conference results in proposed discipline being accepted by the employee and the investigation being waived, the employee's record will be updated accordingly. It is understood an employee may not waive an investigation where permanent dismissal would result unless the UTU local chairperson has been consulted. In that case, confirmation that the UTU local chairperson has been consulted will be required as part of the waiver document.
 - (3) If such informal conference does not result in either (1) or (2) above, the discipline imposed as a result of a hearing may not exceed that proposed in the notice of charges.

ARTICLE V – INVESTIGATION

- A. Unless postponed for good cause, the investigation will be held no later than ten (10) days following the date of the notice.

NOTE: In the application of this Section A above it is understood the parties will exercise reasonable judgment in the postponement of investigations.

- B. When practicable, the investigation will be held at the employee's home terminal. When that is not practicable, the investigation will be held at a location that will minimize the travel, inconvenience and loss of time for all employees involved. When an employee is required to travel to an investigation at other than his or her home terminal, the employee will be reimbursed for actual, reasonable and necessary expenses incurred unless the distance to the site of the investigation is equal to or less than the distance to the employee's home terminal.
- C. An employee failing to appear at a hearing, after having been properly notified in writing, and who makes no effort to secure a postponement, will be considered as accepting the discipline proposed in the charge letter.
- D. A conducting officer failing to appear at a scheduled hearing will result in the investigation being cancelled and the discipline charges dropped.

Note: It is understood Article V(C) and (D) will not be unreasonably applied.

Due consideration will be given when employees are unable to attend their investigation as a result of events over which they have no control. Employees will advise his or her manager and union representative as soon as possible, but no later than the day following the investigation, of the reason(s) he or she could not attend the investigation with supporting documentation.

When a conducting officer is prevented from attending an investigation as a result of events over which he or she has no control and such hearing must be delayed until the reasonable arrival of the assigned hearing officer or until another hearing officer can arrive to commence the hearing, such event will not result in a violation of this rule.

- E. When request is made sufficiently in advance, but no later than three (3) days prior to the scheduled date of the hearing, an employee and/or the UTU local chairperson or the UTU local chairperson's designee will be allowed to examine material or exhibits to be presented in evidence prior to the investigation. At the investigation, an employee and/or the UTU local chairperson or the UTU local

chairperson's designee will be afforded the opportunity to examine or cross-examine all witnesses. Such examination will extend only to matters under investigation. At the investigation the hearing officer or the employee or their representative(s) may request that the witnesses be sequestered.

- F. The investigation will be recorded and transcribed. If discipline results, copies of transcript will be sent to the employee, the UTU local chairperson and the UTU General Chairperson, no later than the date discipline is issued. If the accuracy of the transcript is questioned, the media used shall be examined by both parties and if necessary, the transcript will be corrected.

NOTE: The use of the term "media recognizes the future possibilities of improved electronic methods of recording and transcription.

- G. Where the Carrier elects to record a proceeding(s) by means of an electronic device, such as a tape recorder, the representative of the charged employee may also record the proceedings should he so desire provided that doing so does not result in disruption or delay of the hearing. If the representative records the proceeding on his or her own, the presiding officer must be advised prior to the investigation. Any time the Carrier's recording device is turned off, the representative's recording device must also be turned off. The representative's recording may be referenced should a malfunction occur with the primary recording device.

ARTICLE VI - DECISION

- A. A written decision will be issued no later than ten (10) days following the completion of the hearing. The notice will be sent by US Mail (i.e. certified mail, or similar third-party method providing receipt of delivery) to the last known address of the employee, the UTU local chairperson and the UTU general chairperson.

NOTE: This does not preclude on-property delivery of the decision by a Carrier representative. Such delivery shall be evidenced by a receipt signed and dated by the employee.

- B. If the Superintendent or his designee fails to issue a decision within such ten (10)-day time limit or if the employee is found not at fault, the employee will be paid for any actual time lost and the employee's record will be cleared of the discipline at issue.

ARTICLE VII – APPEALS

OTHER THAN DISMISSALS

- A. Within sixty (60) days of the date of the Superintendent's decision (other than dismissal) the UTU General Chairperson may appeal the decision in writing to the designated Labor Relations officer. The date of Superintendent's decision will be the postmark date of the Superintendent's letter or the dated receipt of the on-property delivery of the Superintendent's decision to the employee. Failing to appeal the Superintendent's decision in accordance with this provision, the appeal will be barred.

NOTE: During the sixty (60) day time frame provided in this Section A it is contemplated the Superintendent or designee and the UTU local representative may meet to discuss the disciplinary action taken towards employee(s) and to determine if a resolution can be reached locally.

- B. Should the UTU General Chairperson file an appeal, the designated Labor Relations officer will respond to the appeal within sixty (60) days from the postmarked date of the appeal. If the Labor Relations officer fails to respond within sixty (60) days, the employee will be paid for any time lost and the employee's record will be cleared of the discipline at issue.
- C. Should the UTU General Chairperson wish to conference any appeals declined by the designated Labor Relations Officer (other than dismissal), the General Chairperson must request a conference listing those claims to be discussed. The General Chairperson's request for conference will not serve to suspend the time limits on such appeals as provided in Paragraph D below.
- D. If the employee or his or her authorized representative is dissatisfied with the decision of Labor Relations, proceedings for final disposition of the case under the Railway Labor Act must be instituted by the employee or his or her duly authorized UTU representative within three hundred sixty-five (365) days of the date of the designated Labor Relations Officer's written declination or the case will be considered closed and the discipline will stand as issued, unless the time limit is extended by mutual agreement.

NOTE: The term "instituted" is intended to mean either party must either docket the claim to a Public Law Board/Special Board of Adjustment in accordance with applicable National Mediation Board

rules and procedures or file an ex parte notice of intent with the First Division of the National Railroad Adjustment Board.

DISMISSALS

- E. Within thirty (30) days of the date of the Superintendent's decision to dismiss an employee, the UTU General Chairperson may appeal the decision in writing to the designated Labor Relations Officer and request a conference to discuss the discipline matter. The date of the Superintendent's decision will be the postmark date of the Superintendent's letter or the dated receipt of the on-property delivery of the Superintendent's decision to the employee. The appeal will be barred and the dismissed decision will stand should there be a failure to appeal the Superintendent's decision in accordance with this provision.

Note: During the thirty (30) day time frame provided in this Section E, it is contemplated the Superintendent or designee and the UTU local representative may meet to discuss the disciplinary action taken towards employee(s) and to determine if a resolution may be reached locally.

- F. The UTU General Chairperson's requested conference to discuss an appeal(s) filed on behalf of a dismissed employee will be held within thirty (30) days from the postmark date of the UTU General Chairperson's written appeal to the designated Labor Relations Officer. The UTU General Chairperson's request for conference will not serve to suspend the time limits on such appeal(s) as provided in Paragraphs G and H below.
- G. Should the UTU General Chairperson (or designated UTU representative) and the designated Labor Relations Officer (or designated Carrier representative) be unable to resolve the appeal in conference, the designated Labor Relations Officer will confirm conference and respond to the UTU General Chairperson's written appeal within sixty (60) days from the postmark date of the UTU General Chairperson's appeal. If the Labor Relations Officer fails to respond within sixty (60) days, the employee will be paid for any time lost and the employee's record cleared of the discipline at issue.

Note 1: The UTU General Chairperson may request a dismissed employee's case be docketed to a Public Law Board (PLB) or Special Board of Adjustment (SBA) immediately following the conference pending written response from the Labor Relations Officer outlined in Section G above. This note will not apply in

cases where a dismissed employee's case is forwarded by the employee or his or her duly authorized UTU representative to the National Railroad Adjustment Board.

Note 2: It is understood that the UTU General Chairperson's letter of appeal and the Labor Relations Officer's denial will comprehensively outline their respective positions to permit the expeditious handling and resolution of a dismissed employee's case.

- H. If a dismissed employee is dissatisfied with the Carrier's decision, proceedings for final disposition of the case under the Railway Labor Act, as amended, must be instituted by the employee or his or her duly authorized UTU representative within thirty (30) days of the date of the designated Labor Relations Officer's written declination or the case will be considered closed and the discipline will stand as issued.

For a dismissed employee's case to be considered instituted under this Section H, the duly authorized UTU representative must, by mutual agreement, list the case to an existing Public Law Board (PLB) or Special Board of Adjustment (SBA), list the case on an Attachment A with accompanying proposed board agreement served pursuant to **§ 153 Second of the Railway Labor Act, as amended, to establish a new Board of Arbitration** or the employee or his or her duly authorized UTU representative file a Notice of Intent with the National Railroad Adjustment Board.

If notice is served to establish a new Board of Arbitration by the Carrier or Organization to resolve a dismissed employee case pursuant to **§ 153 Second of the Railway Labor Act, as amended**, and the UTU General Chairperson and Labor Relations Officer are unable to mutually agree upon an arbitrator, request may be made to the National Mediation Board to provide a strike list of seven (7) arbitrators having substantial rail industry experience. The UTU General Chairperson and Labor Relations Officer will act upon the seven arbitrator strike list (coin toss deciding the party having first strike opportunity) within seven (7) days of its receipt. The parties will thereafter contact the selected Arbitrator and timely schedule the hearing.

When a dismissed employee's case is listed to an existing PLB or SBA or listed to a newly established Board of Arbitration, the Board hearing will be held within ninety (90) days of the case listing unless there is a scheduling conflict with the arbitrator or a later date is mutually agreed upon by the parties.

The applicable provisions of Article VIII, Section D below will apply to all discipline cases (dismissals and suspensions) where the duly authorized UTU representative's proposed handling is to a PLB or SBA.

Note: When a case(s) for the dismissed employee is docketed to a Public Law Board (PLB) or Special Board of Adjustment (SBA), the duly authorized UTU representative and designated Labor Relations Officer (or designated Carrier representative) will assure all other outstanding discipline cases for that employee are listed to that forum and will be heard with the dismissal case(s).

ARTICLE VIII - MISCELLANEOUS

- A. If a dispute arises concerning the timeliness of any notice or decision, the postmark on the envelope containing such document or the dated receipt of the on-property delivery of the Superintendent's decision to the employee shall be deemed to be the date of such notice or decision.

NOTE: The parties will work to develop an electronic means of communication, with verifiable electronic date stamp, for exchanging correspondence to further expedite the handling of dismissal cases.

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- C. The employee being investigated or the UTU representative may request the Carrier to direct a witness to attend an investigation, provided sufficient advance notice is given as well as a description of the testimony the witness would be expected to provide. If the Carrier declines to call the witness and the witness attends at the request of the employee or representative and provides relevant testimony which would not otherwise have been in the record, the Carrier will compensate the witness as if it had directed the witness to attend.
- D. If, by operation of this agreement or as the result of an arbitration decision, the Carrier is required to pay an employee who has been

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The Carrier's current practice of adjusting pay for time lost by general wage increases (GWI), cost-of-living-adjustments (COLA) and/or entry-rate progression occurring during the time out of service is recognized and will continue under this Agreement.

The amount of pay for time lost due an employee as a result of a sustaining PLB or SBA Award will not be reduced by outside earnings during the time period the employee was out of service. However, appropriate offsets will be made as specifically required by law or agreement, i.e. Railroad Retirement Board unemployment compensation and/or health and welfare premiums.

If final disposition of an employee's case is forwarded by the employee or his or her duly authorized UTU representative to the National Railroad Adjustment Board, pay for time lost will be reduced by outside earnings during the time period the employee was out of service. It is understood the Carrier may not initiate a Letter of Intent to the National Railroad Adjustment Board to circumvent the outside earnings offset preclusion outlined in this Article VIII, Section D.

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NOTE: The twelve (12) month period utilized in determining the employee's average daily earnings will not include any month(s) in which the employee experienced unusually low earnings due to circumstances beyond his/her control, such as personal injury, documented major illness, of the employee or a family member, etc. It is not the intent of this NOTE, to exclude those months in which the employee lays off on his/her own accord; it is intended the twelve (12)-month period utilized will reflect the employee's normal work habits and history.

Example: An employee was dismissed in October for an alleged rules violation. Pursuant to an arbitration award, the employee is

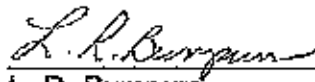
reinstated and awarded time lost (back pay). Six (6) months prior to his/her dismissal, said employee was off-duty (medical leave) for two (2) months (March and April) due to a documented major illness, such as a heart attack.

Calculation of the employee's average daily earnings for the preceding twelve (12) months will commence with September and will incorporate the prior fourteen (14) months including September (March and April are excluded due to the employee having reduced or no earnings in those months due to the medical condition).


ARTICLE IX – EFFECTIVE DATE

This agreement signed in Omaha, Nebraska on May 1, 2009..


UNITED TRANSPORTATION UNION


L. R. Bumpurs
General Chairman
United Transportation Union

UNION PACIFIC RAILROAD


Randy P. Guldry
Director Labor Relations


Sharon F. Boone
Director Labor Relations


Randy B. Weiss
Asst. Director, Labor Relations

MEMORANDUM OF AGREEMENT

For The Houston Hub

Between

UNION PACIFIC RAILROAD COMPANY

And the

UNITED TRANSPORTATION UNION

**Modification of Article II (E)
Of the Houston Hub Agreement -
Annual Adjustment (Ratcheting) of the
Seniority Rosters**

The parties recognize the need to produce accurate seniority rosters. With the advent of Carrier's new Crew Management & Timekeeping System (CMTS), a simplified, automated process will have the ability to handle the slotting of trainmen and provide more timely adjustment of the rosters.

In this regard, the parties agree to modify Article II (E) of the Houston Hub Agreement as follows:

1. The seniority zone rosters comprising the Houston Hub will be "ratcheted" on a monthly basis. The monthly "ratcheting" will be scheduled for the first non-holiday weekday (Monday-Friday) of each month.
2. An employee who is placed in inactive status will have his/her slot ratcheted at the first available opportunity subsequent to the employee becoming inactive in accordance with paragraphs 1 or 3 of this Agreement, whichever first occurs.

3. An employee returning from inactive status will be added to the roster(s) in accordance with applicable agreement provisions and, the rosters will be re-ratcheted at the time of the employee's return.

NOTE: If at the time a roster is ratcheted pursuant to this Paragraph 3 there are employees who have been placed in inactive status as provided in Paragraph 2, above, the slot(s) held by the (those) employee(s) recently placed in inactive status will be included with the ratcheting for the employee covered by this Paragraph 3.

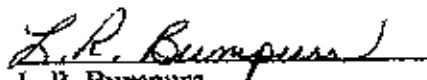
4. Pursuant to the requirements of Article II, Section B of the Houston Hub Agreement, eligible employees may request a change of zone(s) on an annual basis (July 1) via the CMTS system and the roster(s) will be re-ratcheted in accordance with paragraphs 1 or 3 above, whichever occurs first.
5. There will no longer be an insertion of A/B slots on the matrix when an employee returns from inactive status.
6. Employees in Firemen-in-Training (FIT) status or promoted engineers working in engine service will have their name(s) removed when the new rosters are generated.
7. Displacements initiated prior to a re-ratcheting of the rosters will be processed even though the rosters may have ratcheted prior to the conclusion of the displacement.
8. The Local and General Chairmen will work together with the Carrier to identify, prior to the ratchet, any employees to be included or removed from the rosters in the re-ratchet.
9. The process outlined herein will replace the current annual ratchet process coincident with implementation of CMTS in the Houston Hub. The Carrier will provide the General Chairman with written notice of the date CMTS is completed and implemented in the Houston Hub.

10. The parties acknowledge the terms and conditions set forth herein will involve the deactivation of the existing system and activation of the new CMTS system with the development of this Agreement and thus commit to promptly and jointly working together to address and/or correct any errors that may occur as a result of the implementation of this Agreement.


This Memorandum of Agreement is intended only to address the timing of the ratcheting process and does not alter in any manner any other process or activity associated with the handling of seniority of trainmen and yardmen rosters in the Houston Hub.

SIGNED THIS 24th DAY OF APRIL 2008.

**FOR THE UNITED
TRANSPORTATION UNION:**


L. R. Bumpurs
General Chairman, UTU

**FOR THE UNION PACIFIC
RAILROAD:**


S. F. Boone
Director - Labor Relations

UNION PACIFIC RAILROAD COMPANY



24125 Aldine Westfield
Spring, TX 77373

August 27, 2009

110.61-6.375

Mr. L. R. Bumpurs
United Transportation Union
400 Randal Way, Ste. 102
Spring, Texas 77388

Dear Sir:

This refers to our recent discussions concerning the mile post markers defining the Houston terminal limits of the Eureka Subdivision.

Specifically, Article III, Section A, of the Houston Hub Implementing Agreement identifies the terminal limits for the Hearne Subdivision as Milepost 9.0. At the time of the implementation of the Houston Hub Agreement, the October 25, 1998 System Timetable #1 (Page 26) showed Eureka as Milepost 365.7 on the Terminal Subdivision and 5.7 on the Eureka Subdivision. Several years later, the mile markers and name of the subdivision changed from the Hearne Subdivision to the Eureka Subdivision as set forth in the July 30, 2007 Houston Area Timetable #4, (Page 54). As a result, the mile post markers defining the Houston Hub terminal limits on the Eureka Subdivision have changed. In connection therewith, the purpose of this letter is to clarify our understanding regarding this matter.

Pursuant to the parties' discussions in connection with the above, this will serve to confirm our understanding the mile post markers defining the Houston terminal limits of the Eureka Subdivision have been renumbered from Milepost 5.7 to Milepost 0.0. As a result, the Eureka Subdivision terminal limits are now identified as MP 0.0 to MP 3.3. It is understood and agreed the renumbering of the mile post markers has been changed by numerical value only and did not change the physical location of the stations. The total mileage for the Eureka Subdivision remains at 65.2 miles per the Houston Area Timetable #4 effective July 30, 2007. The parties' further acknowledge the renumbering of mile post markers as detailed in this understanding are not intended to expand the limits of the Houston Terminal under existing agreements.

If the foregoing properly and accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below and returning one fully executed copy to my office.

Sincerely,



S. F. Boone
Director - Labor Relations

AGREED:



L. R. Bumpurs, General Chairman, UTU

Mr. L. R. Bumpurs
General Chairman, UTU
400 Randal Way, Ste. 102
Spring, TX 77388

Dear Sir:

This refers to the Modification of Article II (E) of the Houston Hub Agreement - Annual Adjustment (Ratcheting) of the Seniority Rosters. There was some discussion concerning the tentative implementation date of the new CMTS System on June 16, 2008 and what impact the initial ratcheting may have, if any, on the process provided in Paragraph 1.

The parties recognize the need to conduct the initial ratcheting of the rosters coincident with the implementation of the new CMTS System in an effort to realign the roster slots due to employees returning to active service from an inactive status as well as the removal of employees who have become inactive subsequent to the last annual adjustment of the rosters.

It is the intent of this letter to clarify that the initial ratcheting of the rosters will occur on the date CMTS is implemented and thereafter will be handled at the time an employee is either placed in inactive status or returns from inactive status in accordance with the provisions of this Agreement.

Yours truly,



S. F. Boone
Director-Labor Relations

Agreed:


General Chairman, UTU

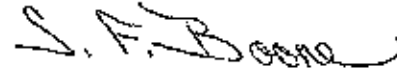
Mr. L. R. Bumpurs
General Chairman, UTU
400 Randal Way, Ste. 102
Spring, TX 77388

Dear Sir:

This refers to the Modification of the Annual Adjustment (Ratcheting) of the Seniority Rosters Agreement entered into this date, and specifically Section 1 regarding the monthly ratcheting process scheduled to run on the first working day of each month.

During our negotiations the concern was raised about the possibility of a technological outage or failure during the time the re-ratchet process is to occur. In this regard it was agreed should such technological outage or failure prevent the re-ratchet process from going forward as scheduled, the existing rosters will continue to govern until after the system is restored, at which time the rosters will be re-ratcheted.

Yours truly,



S. F. Boone
Director-Labor Relations

Agreed:


General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179



November 6, 2001

File No. 110.61-6 (300)

Mr. L. L. Overton
General Chairman
United Transportation Union
400 Randal Way - Suite 102
Spring, Texas 77388

Dear Sir:

This letter serves to confirm our November 6, 2001 conference wherein we discussed the assignment of a freight pool to operate between Houston and Palestine and/or Lufkin.

In connection therewith it is agreed the following conditions shall apply to this service:

1. The Carrier may establish freight pool assignments (separate RT designation) working out of the Houston Terminal to Palestine and/or Lufkin (including Palestine and Lufkin) on a turnaround basis that operate separate and apart from the Houston-Longview/Shreveport freight pool. Crews in this service may be called to make multiple trips on one or both territories and will be allowed the actual time or miles operated in combined service to and from the designated turnaround point(s) but not less than a basic day.

Note: Should efficient train movements require that crews lay over in Palestine and/or Lufkin, the parties shall meet and agree to provide for the operation.

2. These assignments will protect all short pool service operating, originating and/or terminating between Houston-Palestine and/or Lufkin including, but not limited to, rock trains, hours of service relief, staging on line, etc. It is understood that these short pool assignments will not operate beyond the terminal limits of Houston, Palestine or Lufkin. Further, these short pool assignments will not be required to perform general TSE switching within the terminal limits of Houston, Palestine or Lufkin.

173A

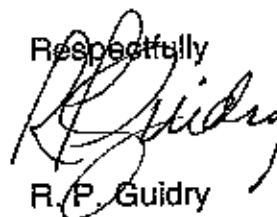
Note 1: Nothing herein shall prevent the use of other crews to perform work currently permitted by prevailing agreements, including but not limited, to Houston - Longview/Shreveport pool crews on a straight-away movement, yard crews performing hours-of-service relief within road/yard service zones and road switchers handling trains within their assigned territories.

Note 2: Q. Can these short pools turn pick-up TSE assignments that have expired under the Hours of Service and take it to destination.

A. Yes, as long the short pool turn does not perform any TSE work/switching.

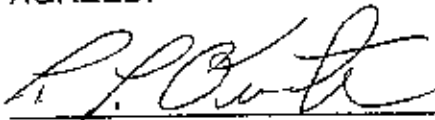
3. Existing agreements governing rates of pay and working conditions shall apply to crews operating in this service.
4. This agreement is without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) or dispute resolution and may be cancelled by either party upon thirty (30) written notice to the other. Should a cancellation notice be served, the parties agree to meet in the intervening time or as mutually agreed to discuss issues precipitating the notice.

Respectfully

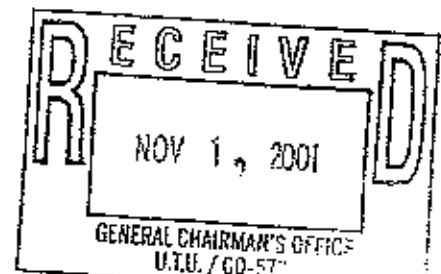


R. P. Guidry

AGREED:



L. L. Overton
General Chairman-UTU



UNION PACIFIC RAILROAD COMPANY

Gary Taggart
Director - Labor Relations



BUILDING AMERICA

24125 Aldine Westfield Rd.
Spring, Texas 77373
Office: (281) 350-7585

September 16, 2011

MR. LARRY BUMPURS
GENERAL CHAIRMAN - UTU
400 RANDAL WAY
SUITE 102
SPRING, TEXAS 77388

DEAR SIR:

Pursuant to our discussions concerning the Houston RT24 Pool, a trip rate in the amount of \$212.42 shall become effective October 1, 2011.

This rate is based on the following:

Straight Time:	\$210.92
Meal Enroute:	\$ 1.50
Total:	\$212.42

The above rate includes the July 1, 2010 and July 1, 2011 General Wage Increase.

Should you have any additional questions or concerns in this matter, please feel free to call me at (281) 350-7585.

Sincerely,

T. Gary Taggart
Director - Labor Relations

1738



December 21, 2004
Carrier Files - (S) 1860-1

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, Texas 77388

Mr. T. L. Johnson
General Chairman
United Transportation Union
4411 Old Bullard Road, Suite 600
Tyler, Texas 75703

Dear Sir:

This refers to previous correspondence regarding San Antonio Hub Trainmen on TSE Assignment LAK04 routinely working within Houston Hub territories and our December 6, 20004 meeting that addressed work equities in connection therewith.

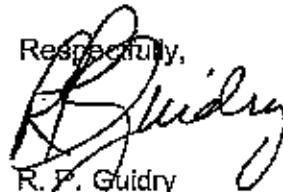
Without prejudice to its stated position(s), Carrier is agreeable to a work equity arrangement on TSE assignment LAK04 subject to the following terms and conditions:

1. No claims and/or grievances will be filed or progressed by any train service employee or their representative in connection with the equity assertion(s) of any Local and/or General Committee of Adjustment.
2. In calendar year 2005, employees in the Houston Hub shall protect TSE Assignment LAK04 from January 1, 2005 through and including May 26, 2005. Employees in the San Antonio Hub shall protect TSE Assignment LAK04 from May 27, 2005 through December 31, 2005.
3. In calendar year 2006, and each subsequent year thereafter, employees in the Houston Hub shall protect TSE Assignment LAK04 for seventy-three (73) calendar days commencing January 1. Employees in the San Antonio Hub shall protect TSE Assignment LAK04 for two hundred ninety-two (292) calendar days commencing March 15 for the remainder of the year.
4. Designated work equities on TSE Assignment LAK04 must be protected by regular assigned employees from the respective Houston and San Antonio Hubs; except, any and all vacancies on this assignment as well as the Flatonia to Hearne Local shall be protected from the Trainmen's Extra Board at Smithville, Texas.

5. In the event provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions set forth herein shall prevail and apply.
6. Terms and conditions of this Agreement are intended to address and/or apply to TSE Assignment LAK04 and the Flatonia to Hearne Local. Accordingly, such terms and conditions shall not be applied, or interpreted to apply, to other locations, runs, etc.
7. This agreement and related equity arrangements were made without prejudice to the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution. Notwithstanding, the parties may refer to this agreement in matters pertaining to TSE Assignment LAK04 and Flatonia to Hearne Local where appropriate.
8. Either party may cancel this agreement by serving written notice to the other on or before September 1 of any calendar year to be effective December 31 of that same year.

If this accurately reflects our understanding, please indicate by signing in the space provided on all three originals and returned one to this office for distribution and execution.

Respectfully,


R. P. Guidry
Director - Labor Relations

Agreed:


L. R. Bumpurs, General Chairman - UTU


T. L. Johnson, General Chairman - UTU

Approved:


M. B. Furhey, Vice President - UTU

UNION PACIFIC RAILROAD COMPANY

24125 Aldine Westfield
Spring, TX 77373



December 15, 2006

1250.0
1860.20

Mr. L. R. Bumpurs
General Chairman, UTU
400 Randal Way, Ste. 102
Spring, TX 773898

Re: Lake Charles – Alexandria Local (LL62):

Dear Sir:

This refers to our previous discussion concerning the handling of traffic between Lake Charles and Alexandria, Louisiana.

As indicated, due to certain service needs, the Lake Charles – Alexandria Local (LL62) is being rerouted from Lake Charles to Alexandria via Kinder/Livonia. Upon arrival at Livonia, the crews are being transported to Alexandria where they tie up for rest. In accordance therewith, it is understood the Lake Charles – Alexandria crews on the LL62 will be compensated as follows:

1. Local LL62 crews operating between Lake Charles – Alexandria via Kinder/Lavonia will be compensated the miles of the deadhead from Livonia to Alexandria in addition to all other earnings and overtime will begin according to the mileage from Lake Charles to Livonia
2. No claims will be filed as a result of crews operating in this manner between Lake Charles and Alexandria via Kinder/Lavonia (i.e., operating off seniority district, etc.).
3. The LL61 crews working between Alexandria and Lake Charles will continue to operate and receive compensation in the normal manner (i.e., a basic day for working Alexandria to Lake Charles).

4. This temporary arrangement 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.

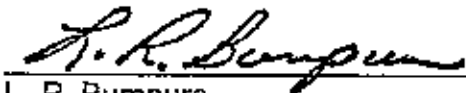
If this accurately reflects the terms and conditions agreed upon for crews operating in the local between Lake Charles and Alexandria (LL62), please so indicate by signing in the space provided.

Yours truly,



S. F. Boone
Director - Labor Relations

AGREED:



L. R. Bumpurs
General Chairman, UTU



May 25, 2004

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, Texas 77388

Dear Sir:

This confirms our discussion relating to the establishment of local service to operate between Livonia and Donaldsonville, Louisiana. In connection therewith, local service may be established to operate between Livonia and Donaldsonville, Louisiana under the following terms and conditions:

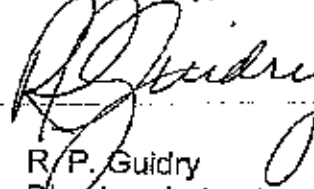
1. Article 6, Section A of the controlling IGN Agreement is suspended to the extent outlined herein. While this agreement remains in effect, the Carrier is not required to designate certain freight trains to do local work or compensate pool crews operating between Avondale and Livonia local rate pursuant to Article 6.
2. The terms and conditions of this Agreement are intended to address and/or apply to local service between Livonia and Donaldsonville, Louisiana. Accordingly, such terms and conditions shall not be applied, or interpreted to apply, to other locations or runs, will not serve as a precedent to be followed at any other point, and will not prejudice the position of either party as to the application of Article 6 of the IGN Agreement.
3. A local assignment(s) established pursuant to this agreement will be operated Conductor only and compensated on a trip rate basis of \$180.94. This trip rate shall be considered as having included all of the nine (9) pay elements outlined in Article 5, Part B, Section 5 of the August 20, 2002 UTU National Agreement. Overtime, if any, shall be calculated at the basic local rate of pay. It is understood and agreed this trip rate and/or overtime calculation shall not be applied, or interpreted to apply to other locations or runs and will not serve as a precedent to be followed at any other point.
4. Train Service vacancies on the local assignment(s) established pursuant to this agreement shall be protected from the Livonia Extra Board.

1914-C

5. Suitable lodging shall be provided to local crews who are required to layover at Donaldsonville, Louisiana.
6. The terms and conditions of this Agreement, general and specific, are intended to address and/or apply to circumstances unique to the requisite service. Accordingly, any such terms and/or conditions contained herein shall not be applied, or interpreted to apply, to other locations or runs, will not prejudice the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.
7. This Agreement may be cancelled upon thirty- (30) days written notice from either party to the other.

If this accurately reflects the terms and conditions of our agreement please indicate by signing in the space provided.

Respectfully,



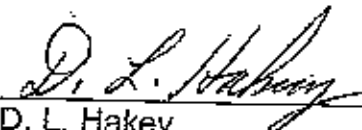
R. P. Guidry
Director - Labor Relations

Agreed:



L. R. Bumpurs
General Chairman - UTU

Approved:



D. L. Hakey
Vice President - UTU

194-2

MEMORANDUM OF AGREEMENT
between the
UNION PACIFIC RAILROAD
and the
UNITED TRANSPORTATION UNION
(former International-Great Northern Railroad Company)

New Service
between
Livonia, Louisiana and St. James, Louisiana

IT IS AGREED:

On January 18, 2012, the Union Pacific Company ("Carrier" or "UP") served notice, of its intention to establish interdivisional service between Livonia, Louisiana and St. James, Louisiana, under the conditions set forth in Article IX of the October 31, 1985 UTU National Agreement, as amended.

Without prejudice to either party's position as to the appropriateness of that notice, the following shall govern this new service:

Article I - Operations

- A. Union Pacific may establish an unassigned pool of TSE crews to operate between Livonia and St. James (Mile Post 51), Louisiana, with home terminal at Livonia. These crews will operate under existing rules applicable to TSE assignments, with the following exceptions:
- (1). Starting time rules will not apply. Crews in this pool will operate first-in, first-out.
 - (2). The basic TSE daily rate will encompass the single round trip mileage (128 miles) Livonia to St. James (Mile Post 51) and return. If a crew in this pool accrues more than 128 miles, such additional miles (working and/or deadheading) will be paid at the TSE rate of pay.
 - (3). Overtime shall commence after eight (8) hours on duty, regardless of total miles run.
 - (4). Crews assigned in this pool will not stop en route to eat, and will be allowed \$6.00 in lieu of a meal period.

- B. Nothing herein shall preclude the Carrier from utilizing the existing Avondale-Livonia Pool to handle traffic between Livonia and St. James; however, the parties recognize such cross-utilization of crews should be kept to a minimum in order to ensure the stability of work in both involved pools. To that end, the appropriate Local Chairman and designated Carrier Representative shall review the operation as necessary to ensure compliance with this commitment.

The number of positions assigned in this pool will be regulated so that each turn will make between nine (9) and 11 starts in each pay period. The Local Chairman and designated Carrier Representative will cooperate in the regulation of turns as outlined herein. These start parameters may be modified by mutual agreement of the parties.

Article II - Implementation

The Carrier shall give the General Chairmen no less than five (5) days written notice of its desire to implement the Agreement.

Article III - General

This Agreement governs only the new service described herein, and will not be referred to by either party in any other context.

Upon implementation of this Agreement, the Carrier's January 18, 2012 Notice of Intent to establish Interdivisional service is withdrawn.

Signed this 13 day of April, 2012.

**FOR THE UNITED
TRANSPORTATION UNION:**

L. R. Bumpurs

L. R. Bumpurs
General Chairman

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

T. G. Taggart

T. G. Taggart
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

Gary Taggart
Director - Labor Relations



BUILDING AMERICA

24125 Aldine Westfield Rd.
Spring, Texas 77373
Office: (281) 350-7585

April 5, 2012

MR. LARRY BUMPURS
GENERAL CHAIRMAN - UTU
400 RANDAL WAY
SUITE 102
SPRING, TEXAS 77388

Side Letter #1

DEAR SIR:

This will confirm our understanding during the negotiations of the Livonia - St. James - TSE-Pool Agreement that the parties commit to meet within ninety (90) days after implementation to explore work schedules for employees assigned to this new pool.

If the parties are unable to reach an equitable work schedule, based on the 90-day operation, the parties agree to continue to explore work schedule opportunities for this service.

Please indicate your agreement by signing your name in the space provided below.

Sincerely,

T. Gary Taggart

I agree:

Larry Bumpurs

UNION PACIFIC RAILROAD COMPANY

Gary Taggart
Director - Labor Relations



BUILDING AMERICA

24125 Aldine Westfield Rd.
Spring, Texas 77373
Office: (281) 350-7585

April 5, 2012

MR. LARRY BUMPURS
GENERAL CHAIRMAN - UTU
400 RANDAL WAY
SUITE 102
SPRING, TEXAS 77388

Side Letter #2

DEAR SIR:

During our negotiations toward establishing the Livonia-St James operations, concerns were raised by your committee that the Carrier would replace the existing TSE's in Livonia with the new unassigned pool of TSE crews.

This will confirm that it is not the intent of the New Service Agreement between Livonia - St. James to replace the standard TSE's in Livonia.

Sincerely,

T. Gary Taggart

ARTICLE C-1
VACATIONS

Within the Houston Hub vacations will be assigned by Local Chairpersons and the Regional CMS Director or designated representative.

Annual vacations will be scheduled January 1st to December 31st and assigned evenly throughout the year.

In the event of a dispute as to the number of conductors, brakemen and switchmen that will be permitted to observe vacation in a particular period, the maximum and minimum number will be calculated by adding the number of vacation units of all conductors, brakemen and switchmen in the vacation grouping and dividing the total by 52. The full unit below the decimal will be the minimum number and the full unit above the decimal will be the maximum number that may be assigned, i.e., 4.5 per week would equate to four (4) as a minimum and five (5) as a maximum.

Vacations are a longevity benefit based on years of service. In scheduling vacations, the order of selection in each vacation grouping shall be by the trainmen with the earliest continuous hire date as a trainman (conductor, brakeman or switchman).

Vacation groupings will be established for each extra board and the assignments protected by that extra board.

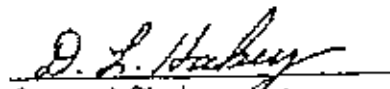
Vacation groupings will be determined by November 1st of each calendar year. Trainmen working in that grouping on November 1st will be assigned a vacation in that grouping.

Vacation groupings will be assigned the Local Chairperson's user ID and only the Local Chairperson scheduling the vacation will be able to change the vacation.

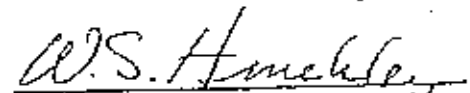
Vacation selection forms will be made available by November 1st of each calendar year. Trainmen must forward completed vacation form to the Local Chairperson with jurisdiction for the vacation grouping by November 30th of each calendar year. Trainmen failing to submit a form to the Local Chairperson will be assigned a vacation by the Local Chairperson.

The above interpretation and understanding agreed to the 1st day of November 1999.

For the Organization:


General Chairperson
United Transportation Union
Houston Hub (CT&S)

For the Carrier:


General Director Labor Relations
Union Pacific Railroad
Southern Region

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION
(HOUSTON HUB)

SINGLE DAY VACATIONS

ARTICLE I.

Trainmen may elect to take up to two (2) weeks of his/her annual vacation in single day increments.

ARTICLE II. APPLICATION.

Trainmen may schedule vacation in weekly increments. Such weekly increments may be scheduled in consecutive weeks.

The start of scheduled weekly increments of vacation may be adjusted three (3) days forward or back to coincide with assigned off days, lay over days or road trips to avoid use of time.

Trainmen may select up to two (2) weeks of vacation to be observed in single day increments. If single day increments have not been observed when the week of vacation is scheduled then trainmen will be required to observe the week of vacation or remaining days of vacation as the case may be, commencing on the initial day scheduled.

Example: An employee has a week scheduled beginning November 1 and designates same as the split week. If all five (5) days have not been taken by November 1, the balance will commence November 1 for the remaining days not taken.

In observing single days of vacation regular yard assignments, yard extra boards and five (5) day road assignments will be granted a maximum of ten (10) days of single day vacation (five (5) days per week). All other road assignments, road extra boards (conductor and brakemen) and combination extra boards will be granted fourteen (14) days of single day vacations (seven days per week).

221-B

The Carrier will be notified forty-eight (48) hours in advance of the employees desire to take the one (1) day. This, however, will not restrict the Carrier from allowing the one (1) day vacation with less notice if working conditions are acceptable. It is recognized that exigencies of the service may create practical difficulties in allowing one (1) day vacations and the Carrier preserves the right to deny such requests.

The class of service assigned (regular yard service, yard extra board, five (5) day road assignment, other road assignment, road extra board (conductor or brakeman) or combination extra board) when the first day of single day vacation is observed will determine the number of single days of vacation the trainman will be entitled for the year and will determine the method of payment.

ARTICLE III. MARK UP.

Single days of vacation will be granted by CMS and will begin when granted and end twenty-four (24) hours later.

Trainmen will be automatically marked up for service upon the expiration of the twenty-four hour period.

Trainmen will not be subject to call while observing a single day vacation.

EXAMPLE: A trainman is granted a single day vacation at 1:00 PM on March 14, 2001. The trainman will not be subject to call until 1:00 PM on March 15, 2001.

Under the above example may the trainman be called at 12:15 PM on March 15, 2001 for service at 1:45 PM on March 15, 2001.

- A. No. The trainman is not marked up for service until 1:00 PM on March 15, 2001 and therefore is not subject to call.

ARTICLE IV. PAYMENT.

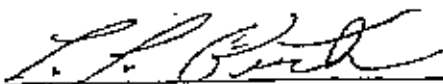
Yard and road trainmen assigned to five (5) day assignments and yard extra boards will be paid 1/5th of 1/52nd of the previous year's earnings or a basic days pay at the rate of last service rendered prior to observing the first day of single day vacation, whichever is greater, regardless of when the single days of vacation are observed. If an employee is paid a basic day, this will set the rate for each single day of vacation the employee takes.

- Q. Will trainmen on five (5) day assignments (yard and road) and yard extra-boards assigned a vacation in weekly increments and observing single days of vacation be required to observe seven (7) days of single day vacation?

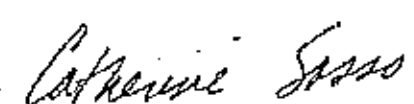
- A. No. Trainmen on five (5) day assignments (yard and road) and yard extra boards will be compensated at a rate of 1/5th of 1/52nd of the previous year's earnings or a basic days pay at the rate of last service rendered prior to observing the first day of single day vacation for each day of single day vacation and will only be required to observe five (5) days of single day vacation per week.

This agreement is entered into 1st day of June, 2000 and shall become effective January 1, 2001 for the 2001 vacation schedule.

For United Transportation Union:


L. L. Overton
General Chairman, UTU

For Union Pacific Railroad:


C. J. Sosso
Director Labor Relations, UPRR

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

and

UNITED TRANSPORTATION UNION

VACATION AGREEMENT ADMINISTRATION MODIFICATIONS

Union Pacific Railroad Company (hereinafter "UP," "Company" or "Carrier" and the United Transportation Union (hereinafter "UTU" or "Organization") acknowledge that, because of the various rail mergers and consolidations, different practices and applications of some agreement provisions have evolved. Consequently, the parties recognize there is a benefit to both UP and its employees to have a more uniform and standardized method for applying certain agreement provisions. This agreement is thus a part of an effort to standardize system-wide the handling of certain agreement provisions:

UP and UTU jointly desire to modify, streamline and standardize agreement provisions governing the qualification for, and scheduling of, trainmen/yardmen vacation benefits. Accordingly, IT IS AGREED:

ARTICLE I. CROSS-CRAFT QUALIFICATION

- A. Effective January 1, 2003, Article III, Section 1, Paragraphs (a), (b), (c), (d) and (e) of the January 27, 1972 UTU National Agreement, as amended, will be modified and applied as follows:

Previous years of service in a non-operating agreement covered craft with Union Pacific will be considered in determining the number of vacation week(s) a former non-operating craft employee will qualify for if he/she is employed in train service.

Example: A non-operating agreement covered employee with seven (7) years of prior service on Union Pacific is employed in train service. That employee has qualified for vacations under his/her non-operating vacation agreement all of the preceding seven (7) years. He/she will be considered as having met the minimum qualifying and accumulation requirements.

necessary in qualifying for vacation weeks as a trainman for all seven (7) years. If a non-operating agreement covered employee qualified for vacation under the non-operating vacation agreement only five (5) of those seven (7) years, only the five (5) years he/she qualified for vacation would be considered in determining the number of weeks of vacation he/she would be entitled as a trainman. Thereafter, qualifying criteria would be governed/accumulated under the operating vacation agreement."

- B. Non-operating craft employees will not be permitted to duplicate or pyramid vacation weeks upon transferring to train service. In the calendar year a transfer to train service occurs, non-operating employees may be required to observe all of their vacation from a non-operating craft before transferring, time and service requirements permitting. Unused vacation from a non-operating craft that cannot be observed prior to transferring to train service may, at the Carrier's discretion, be scheduled or paid in lieu thereof.
- C. Employees not yet qualifying for a vacation in the following year in the pre-transfer craft or position will be entitled to combine the prior non-operating service with train service for such qualifying purposes in the calendar year of the transfer. In effect, the service in the pre-transfer craft or position will be treated as train service for qualifying purposes.

ARTICLE II. VACATION SPLITS

Commencing January 1, 2003 – i.e., for vacation benefits for calendar year 2003 – employees may request the maximum number of splits to allow for a weekly scheduling of their allotted vacation weeks. Such splits shall not be in less than one-week increments. (Example: a maximum of four splits will be allowed for an employee qualifying for five (5) weeks of vacation.)

ARTICLE III. SINGLE DAY VACATION ALLOTMENT

- A. Commencing January 1, 2003, employees having less than three (3) weeks of single day vacations may designate up to three (3) weeks of their allotted number of vacation weeks to be utilized as single vacation day(s).

NOTE: Employees already entitled to more than three weeks of single day vacations, if any, will retain their present entitlement.

- B. All single vacation days will be scheduled. If they are scheduled in a one-week block (or two or three-week block), employees can use single days

from that block prior to the scheduled time by rescheduling the day (or days) with CMS. Any unused portion of the single days must be taken at the scheduled time.

- C. 1. A week of single day's vacation for employees holding regular yard service assignments and extra lists protecting yard service exclusively shall consist of five (5) days.
- 2. A week of single day's vacation for employees holding positions in road service or on combination road/yard extra boards shall consist of seven (7) days.

ARTICLE IV. VACATION GROUP

- A. The scheduling of an employee's vacation for the upcoming or current year shall be based on the location and class(es) of service where he/she was assigned for a preponderance of the time during the six (6) month qualification-measurement period. The qualification-measurement period shall be April 1 through September 30;

NOTE: This does not affect arrangements under which craft (i.e., engineer, hostler, and train service) is determined for vacation scheduling purposes.

- B. The provisions of this Article IV shall not serve to alter existing practices or Agreement provisions governing vacation groupings and other matters regarding the scheduling of vacation.

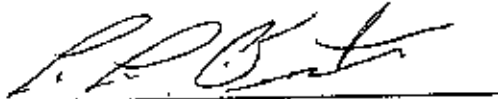
ARTICLE V. GENERAL AND SAVINGS CLAUSES

- A. The increasing of vacation opportunities and flexibility as set forth herein shall not cause Carrier to incur any additional employee protection expense or guarantee payments as a result thereof.
- B. In the event the provisions of this Agreement conflict with a provision of any other agreement, understanding or practice, the provisions set forth herein shall prevail and apply.
- C. Existing rules and practices regarding the handling of vacations not specifically amended by this Agreement, including, but not limited to, scheduling of vacations, scheduling of single days vacation, and handling of vacation splits and/or single day vacations, shall continue in effect without change.

- D. This agreement is made without prejudice to the position of either party, will not be referred to in connection with any other agreement (local or national) and shall remain in effect subject to revision pursuant to the provisions of the Railway Labor Act.

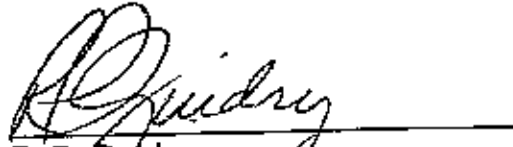
SIGNED THIS 18th DAY OF DECEMBER, 2002 IN SPRING, TEXAS

FOR THE ORGANIZATION:



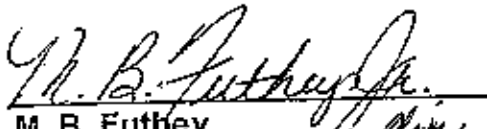
L. L. Overton
General Chairman

FOR THE CARRIER:



R. P. Guidry
Director - Labor Relations

Approved:



M. B. Futhey
Vice President - UTA



A. T. Olin
General Director - Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179



December 18, 2002

File No. 2210.1

2210.20

2210.60

Mr. L. L. Overton
General Chairman - UTU
400 Randal Way, Suite #102
Spring, Texas 77388

Dear Sir:

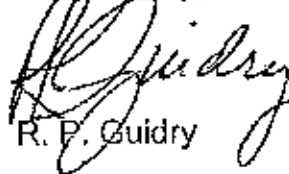
This will confirm our discussion concerning the intent of Article V, Item A of the December 18, 2002 Vacation Administration Modification Agreement reading:

"The increasing of vacation opportunities and flexibility as set forth herein shall not cause Carrier to incur any additional employee protection expense or guarantee payments as a result thereof."

The purpose of this section is to keep the Vacation Administration Modification Agreement cost neutral with respect to protection and administration costs. However, the application of this section is intended to be without prejudice to the positions of either party with respect to existing Labor Protection or Timekeeping administrative practices, i.e., manner in which the Protection Administration Group or Timekeeping applies offsets to guarantee which the Organization does not concur. Such disputes will be resolved through the normal grievance process with this agreement having no impact on the position of the parties.

If this correctly reflects our shared understanding of the intent of this agreement please sign below in the space provided.

Respectfully,


R. P. Guidry

Agreed:


L. L. Overton
General Chairman - UTU



December 18, 2002

File No. 2210.1

2210.20

2210.60

Mr. L. L. Overton
General Chairman - UTU
400 Randal Way, Suite #102
Spring, Texas 77388

Dear Sir:

This will confirm our discussion concerning the intent of Articles II and III of the December 18, 2002 Vacation Administration Modification Agreement.

The parties are in agreement single day vacation allotments and/or weekly splits scheduled, assigned and/or granted pursuant to the Vacation Modification Agreement does not extend additional vacation time or deprive any employee of vacation earned as provided by the National Vacation Agreements.

For example, an employee qualifying for only two weeks of vacation in a calendar year may designate only two weeks to be utilized as single days. Article III, Item A does not grant additional weeks or single days beyond that provided by the National Vacation Agreement.

If this correctly reflects our shared understanding of the intent of this agreement please sign below in the space provided.

Respectfully,

A handwritten signature in dark ink, appearing to read "R. P. Guidry". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

R. P. Guidry

Agreed:

A handwritten signature in dark ink, appearing to read "L. L. Overton". The signature is bold and somewhat stylized, with the first letters of the first and last names being capitalized and prominent.

L. L. Overton
General Chairman - UTU

**AGREED UPON INTERPRETATION OF
ARTICLE VII OF THE UTU NATIONAL AGREEMENT
DATED AUGUST 20, 2002**

between

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

AUTOMATIC MARK-UP INTERPRETATION

On July 24, 2004, Union Pacific Railroad Company ("UP") served notice pursuant to Article VII of the 2002 UTU National Agreement on the United Transportation Union ("UTU") advising of its intent to negotiate an agreement providing, *"...for the automatic mark up of employees for service after the expiration of any period of authorized or approved time off...."*

Pursuant thereto, the parties have negotiated an agreement governing the manner, considering existing scientific data regarding rest and fatigue abatement, in which trainmen/switchmen/firemen/hostlers will be automatically marked up for service upon expiration of their authorized or approved absence. Accordingly, **IT IS AGREED:**

- I. Trainmen/switchmen/firemen/hostlers will be automatically marked up for service upon expiration of any period of time off (absence) authorized or approved by UP on account of personal illness, Family and Medical Leave Act, personal leave days, vacations, or any other time off.
- II. Trainmen/switchmen/firemen/hostlers marked up for service pursuant to this Agreement will be governed by the following:
 - A. Trainmen/switchmen/firemen/hostlers, except those assigned in pool (unassigned) freight service or to a road extra board, including a combination extra board, will be automatically marked up upon expiration of the authorized or approved duration of their absences.

NOTE 1: For purposes of applying this Agreement, an absence shall not be authorized or approved for a duration of less than twenty-four hours. This shall not preclude, however, an employee from marking up (returning to service) before expiration of the authorized or approved absence, subject to applicable Agreement rules providing for a minimum layoff period, if any.

NOTE 2: The provisions of this Agreement are not intended to modify existing rules, if any, governing calling periods.

EXAMPLE: Employee A requests and is approved or authorized to lay off for 24-hours commencing at 2:00 p.m. on Wednesday. UP will advise Employee A that he/she will be automatically marked up at 2:00 p.m. on Thursday. Accordingly, Employee A is marked up at 2:00 p.m. on Thursday and will be available for an assignment that starts at or subsequent to 3:30 p.m. (assuming Employee A is to be given a 90-minute call).

- B. If additional time off is required (extension), the trainman/switchman/fireman/hostler must contact the appropriate UP representative (Crew Management Services ("CMS") or its designated representative(s)) prior to expiration of his/her current authorized or approved absence to request the extension.
- C. Trainmen/firemen assigned in pool (unassigned) freight service or to a road extra board, including a combination extra board, whose authorized or approved absences are less than 72 hours will be automatically marked up upon expiration of the authorized or approved duration of their absences.
- D. Trainmen/firemen assigned in pool (unassigned) freight service or to a road extra board, including a combination extra board, whose authorized or approved absences are 72 hours or greater and expire between 8:00 a.m. and 10:30 p.m. will be automatically marked up upon expiration of their authorized or approved absences.
- E.
 - 1. Trainmen/firemen assigned in pool (unassigned) freight service or to a road extra board, including a combination extra board, whose authorized absences are 72 hours or greater and expire between 10:31 p.m. and 7:59 a.m. will be automatically marked up upon expiration of their authorized or approved absences but will not be called for assignments that start prior to 8:00 a.m. Trainmen/firemen covered by this Section E will be available for service for assignments starting subsequent to 7:59 a.m. -- i.e.; marked-up trainmen/firemen can be called prior to 8:00 a.m. for an assignment that starts subsequent to 7:59 a.m.
 - 2. The freight pool turn or extra board position occupied by a trainman/fireman covered by Section E, Paragraph 1 above, will continue to rotate within the pool or extra board during the period he/she is unavailable for service pursuant to this Section E, Paragraph 1 (his/her mark up between 10:31 p.m. and 7:59 a.m.) except that if his/her pool turn or extra board position reaches the first-out position before he or she is available for service the trainman/fireman's pool

turn or extra board position will be held in the first-out position until he/she is available for service or call.

Question: Do the provisions of this Agreement modify existing collective bargaining agreement rules governing the placement of an employee's turn or of an extra employee that is marked up pursuant to this Agreement?

Answer: No, except as expressly provided in Section E, Paragraph 2.

- F. 1. a. The time between when a trainman/fireman marks up for service and the time when said trainman/fireman is available for service pursuant to Section E, above, will not be considered as "unavailable" or "absence time" for purposes of determining applicable guarantee benefits or labor protection payments due said trainman/fireman, if any, and will not be used to offset applicable guarantee or labor protection payments.
- b. In determining the number of layoff occurrences a trainman/switchman/fireman/hostler makes during a payroll period, a continuous period of unavailability for call shall count as only one occurrence regardless of the number of timely requests (requests made before expiration of the previously authorized or approved time off) that are made by the trainman/switchman/fireman/hostler for extension of the time off.

EXAMPLE 1: A trainman/switchman/fireman/hostler is authorized or approved to be off for 48 hours off "personal" (status code: LP). Forty-seven hours later, the employee requests a 24-hour extension, which is approved. Since this continuous absence is an extension, this constitutes one occurrence and 72 hours of unavailability.

EXAMPLE 2: A trainman/switchman/fireman/hostler is authorized or approved to be off for 72 hours off "personal" (status code: LP). 75 hours later the trainman/switchman/fireman/hostler requests and is granted another 24 hours "personal" (status code: LP). Since this request was not made prior to expiration of the previously authorized or approved time

off, this constitutes two occurrences and 96 hours of unavailability.

NOTE: Except as specifically provided herein, nothing in this Agreement shall modify existing rules or practices regarding the handling of offsets to guarantee or labor protection.

- III. A. The purpose of this Agreement is to implement the provisions of the UTU National Agreement providing for automatic mark up. Nothing in this Agreement changes the method an employee must use to receive authorized or approval to be absent.
1. This Agreement is not intended to supercede existing legal or contractual obligations for employees being granted time off.
 2. Existing Agreement provisions requiring sufficient employees to provide reasonable layoff provisions remain in full force and effect and are unaffected by this Agreement.

QUESTION: Are there circumstances or situations in which an employee may be automatically laid off or unavailable for service without first making an appropriate and proper request to be off (unavailable)?

ANSWER: No, except that the parties recognize there are situations in which an employee through no fault of his or her own or due to an emergency situation, may legitimately not be able to make an immediate and proper request to be off. (See also Side Letter No. 2.)

QUESTION: Is UP obligated to automatically approve an employee's request to lay off?

ANSWER: No; however approvals, including decisions on the duration of an absence, will be determined by the nature of the employee's request, the employee's specific needs, UP's service obligations/needs and applicable legal or Agreement requirements.

- B. When UP designates representatives other than CMS to determine whether requests for time off are approved or authorized, such designee must be identified and readily available, with telephone numbers of the designee(s) provided to the employee so the designee(s) can be contacted to make such determinations. In the event a designee is not available and does not respond to the employee's request within 30 minutes, the employee's request for time off will be handled by CMS, consistent with the needs of UP's service and applicable legal or Agreement requirements.

- IV. In the event the provisions of this Implementing Agreement conflict with the provisions of existing collective bargaining agreement rules, provisions and/or practices, the terms and conditions of this Agreement will govern.
- V. The use of the terms "employee", "trainman/switchman/fireman/hostler", "trainmen/switchmen/firemen/hostlers", "trainmen/fireman", or "trainmen/firemen" individually and/or collectively refer, as appropriate, to all classes and crafts of employees in which UTU is the legally designated representative on UP. The use of any of the terms identified herein specifically includes any employee who is undergoing (receiving) training or is a designated trainee, including but not limited to, brakeman-in-training, conductor (or foreman)-in-training and firemen-in-training. Accordingly, the provisions of this Agreement shall apply to all employees working in crafts represented by UTU.
- VI. A. Except as specifically provided in Section C of this Article VI, the rest period at the home and away-from-home terminals for employees assigned to, or working in, pool (unassigned) freight service or to road or combination extra boards shall be governed by the following:
1. An employee completing his or her tour of duty (tied-up) at his or her home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work or deadhead out of the home terminal until expiration of the ten-hour undisturbed rest period.
 2. An employee completing his or her tour of duty (tied-up) at his or her away-from-home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work or deadhead out of the away-from-home terminal until expiration of the ten-hour undisturbed rest period.
- NOTE: UP may contact an employee during the ten-hour rest period to advise of the abolishment or annulment of his or her assignment, displacement from a job (bumped), assignment to a new position/job, an emergency or other notice or contact required by existing Agreement rules.
3. This Agreement shall not preclude UP from giving an employee a "four-hour release" (also known or referred to as an "interim release," a "four-hour or more release," or "aggregating service") in accordance with existing legal and collective bargaining agreement requirements, if any.
 4. The rest period provided pursuant to this Article VI, Section A shall commence coincident with the employee's completion of his or her tour of duty and shall run concurrent with the rest period provided pursuant to the Hours-of-Service Act.

- B. Existing Agreement rules, or those portions thereof, that provide employees with an opportunity or election to take a rest period at the home terminal or away-from-home terminal that is less than that provided in Section A of this Article VI shall be inapplicable and of no future force or effect.

NOTE: The parties specifically intend that only the portion(s) of existing rest rules that allow employees to take a rest period at the home terminal or away-from-home terminal for a period greater than that afforded by this Agreement – i.e., 10 undisturbed hours – are to remain in effect following implementation of this Agreement.

EXAMPLE: An existing rule gives employees assigned to a freight pool an option to take a rest period at the home terminal of 8 undisturbed hours, 10 hours (no undisturbed rest), 10 undisturbed hours, 12 hours (no undisturbed rest) or 12 undisturbed hours. If the call time at the location is 2 hours (or less), the "8 undisturbed hours" and "10 hours (no undisturbed rest)" options of this rule would not be available to an employee covered by this Article I because the options would give the employee a rest period less than that what they would receive from this Agreement – i.e., 10 undisturbed hours rest.

QUESTION: Are there any situations or circumstances in which an employee covered by this Article VI can or will receive less than ten undisturbed hours rest at his or her home or away-from-home terminals?

ANSWER: Unless the employee is aggregating his or her service (e.g., given a "four-hour release," a "four-hour or more release" or an "interim release") or the option set forth in Section C of this Article VI, below, has been exercised, no employee covered by this Article VI will be given a rest period at the home or away-from-home terminals of less than ten undisturbed hours.

- C. The away-from-home terminal rest period specified in Article VI, Section A, Paragraph 2, above, may, at UTU's option, be reduced for a specific freight pool, and all runs protected by said pool, from ten undisturbed hours to eight undisturbed hours, subject to the conditions set forth below:

1. The away-from-home terminal rest period shall be the same for all employees working on any run(s) protected by the involved freight pool – i.e., ten undisturbed hours or, if the option set forth in this Article VI, Section C is exercised, eight undisturbed hours.

2. Except for the change in the duration of the undisturbed rest period at the away-from-home terminal, all other provisions of this Agreement are unaffected by UTU's exercise of this option.
- D. The exercise of the option set forth in Section C of this Article VI shall be governed by the following:
1. This option may be exercised no sooner than sixty days following the effective date of this Agreement.
 2. The exercise of this option or an agreement to return the away-from-home terminal rest period to ten undisturbed hours may be made only once in a twelve-month period.
 3. The General Chairperson must advise UP in writing of its desire to exercise this option. Said notice must identify the involved freight pool(s) and propose a suggested effective date for the involved change(s). UP and UTU will agree on the effective date for the change(s), which will not be more than thirty days from the date of UTU's notice. The UTU Local Chairperson(s) shall be responsible for advising affected employees of the change in the away-from-home terminal rest period.

QUESTION: Will the additional rest time provided pursuant to this Article VI be used as an offset against an employee's labor protection or guarantee benefits, if any?

ANSWER: No. This answer does not, however, impact or alter existing procedures for handling of offsets to guarantee or labor protection benefits stemming from an employee's election to invoke the provisions of a local extra rest rule.

QUESTION: Will an exercise of the option to change the away-from-home terminal rest time from eight undisturbed hours back to ten undisturbed hours in accordance with Section C of this Article VI and the resultant increase in rest time at the away-from-home terminal be used as an offset against an employee's labor protection or guarantee benefits?

ANSWER: No. This answer does not, however, impact or alter existing procedures for handling of offsets to guarantee or labor protection benefits stemming from an employee's election to invoke the provisions of a local extra rest rule.

VII. The parties are fully cognizant of their respective rights and obligations with regard to Union Officers' (other than full-time) need to be off to conduct union business. This implementation of Article VII of the UTU National Agreement dated August 20, 2002 is not intended to alter these rights and obligations. It is, however, understood that Union Officers (other than full time) are expected to provide information to CMS, or its designated representative, as to the anticipated duration of such absences and to contact CMS to advise if they are going to need to extend such absences. This Article VI contemplates a reasonable application of the intent of this interpretation by both parties.


VIII. UP shall give not less than a ten-day advanced written notice to the appropriate General Chairperson(s) advising of its intent to implement this Agreement.

SIGNED THIS 7 TH DAY OF March, 2005, IN OMAHA, NEBRASKA

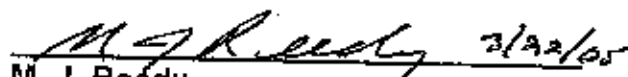
FOR THE UNITED TRANSPORTATION
UNION:

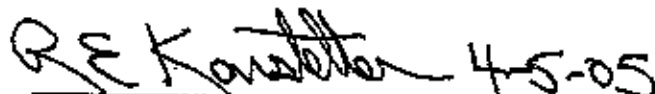
FOR UNION PACIFIC RAILROAD
COMPANY:

This "Agreed Upon Interpretation of Article VII of the 2002 UTU National Agreement dated August 20, 2002" is a proper and consistent interpretation of the terms set forth in said Article VII.



P. C. Thompson
International President



D. L. Hazlett
General Chairperson


M. J. Reedy
General Chairperson


R. E. Karstetter
General Chairperson

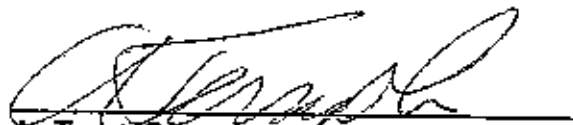

S. F. Boone
Director - Labor Relations


T. M. Stone
Director - Labor Relations


R. D. Rock
Director - Labor Relations


R. P. Guidry
Director - Labor Relations


A. C. Hallberg
Director - Labor Relations


A. Terry Olin
General Director - Labor Relations

L. R. Bumpurs
L. R. Bumpurs
General Chairperson

T. L. Johnson
T. L. Johnson
General Chairperson

J. Kevin Klein
J. Kevin Klein
General Chairperson

D. Martz
D. Martz
General Chairperson

J. Prevlich
J. Prevlich
General Chairperson

APPROVED:

M. B. Futhey
M. B. Futhey
Vice President

A. Martin, III
A. Martin, III
Vice President

C. Vahldick
C. Vahldick
Vice President

SIDE LETTER NO. 1

Mr. L. R. Bumpurs
General Chairperson
United Transportation Union
400 Randal Way, Suite #102
Spring, TX 77388

Mr. D. L. Hazlett
General Chairperson
United Transportation Union
5990 SW 28th Street, Suite F
Topeka, KS 66614-4181

Mr. T. L. Johnson
General Chairperson
United Transportation Union
4411 Old Bullard Road, Suite #800
Tyler, TX 75703

Mr. J. Kevin Klein
General Chairperson
United Transportation Union
501 Mission Street, Suite A
Santa Cruz, CA 95060

Mr. R. E. Karstetter
General Chairperson
United Transportation Union
4702 West Commercial Drive, Suite A
North Little Rock, AR 72116

Mr. D. Martz
General Chairman
United Transportation Union
13384 E. 10500 N. Road
Grant Park, IL 60940

Mr. M. J. Reedy
General Chairperson
United Transportation Union
307 West Layton Avenue
Milwaukee, WI 53207-5927

Mr. John Previsich
General Chairperson
United Transportation Union
7960B Soquel Drive, #381
Aptos, CA 95003

Gentlemen:

This has reference to our discussions in connection with the "Agreed Upon Interpretation of Article VII of the UTU National Agreement dated August 20, 2002 between Union Pacific Railroad Company and the United Transportation Union," dated March 7, 2005.

During the parties' negotiations, UTU voiced a concern that following execution of the Implementing Agreement referenced above, UP might adopt a position that this Implementing Agreement was sufficient to address fatigue abatement issues. This letter will confirm UP's commitment to work with UTU to explore in good faith feasible, effective, and scientifically validated approaches for reducing fatigue at locations or in operations where legitimate evaluations and data suggest UP's UTU-represented employees are not obtaining sufficient or proper rest opportunities.

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



R. D. Rock
Director - Labor Relations




S. F. Boone
Director - Labor Relations

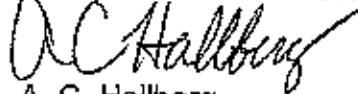


T. M. Stone
Director - Labor Relations

Sincerely,



R. P. Guidry
Director - Labor Relations



A. C. Hallberg
Director - Labor Relations



A. Terry Olin
Director - Labor Relations

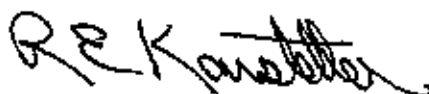
AGREED:



D. L. Hazlett
General Chairperson



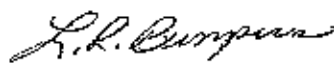
M. J. Reedy
General Chairperson



R. E. Karstetter
General Chairperson



D. Martz
General Chairperson



L. R. Bumpurs
General Chairperson



T. L. Johnson
General Chairperson



J. Kevin Klein
General Chairperson



J. Previsich
General Chairperson

SIDE LETTER NO. 2

Mr. L. R. Bumpurs
General Chairperson
United Transportation Union
400 Randal Way, Suite #102
Spring, TX 77388

Mr. D. L. Hazlett
General Chairperson
United Transportation Union
5990 SW 28th Street, Suite F
Topeka, KS 66614-4181

Mr. T. L. Johnson
General Chairperson
United Transportation Union
4411 Old Bullard Road, Suite #600
Tyler, TX 75703

Mr. J. Kevin Klein
General Chairperson
United Transportation Union
501 Mission Street, Suite A
Santa Cruz, CA 95060

Mr. R. E. Karstetter
General Chairperson
United Transportation Union
4702 West Commercial Drive, Suite A
North Little Rock, AR 72116

Mr. D. Mariz
General Chairman
United Transportation Union
13384 E. 10500 N. Road
Grant Park, IL 60940

Mr. M. J. Reedy
General Chairperson
United Transportation Union
307 West Layton Avenue
Milwaukee, WI 53207-5927

Mr. John Previsich
General Chairperson
United Transportation Union
7960B Soquel Drive, #381
Aptos, CA 95003

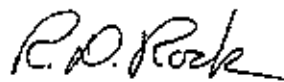
Gentlemen:

This has reference to our discussions in connection with the "Agreed Upon Interpretation of Article VII of the UTU National Agreement dated August 20, 2002 between Union Pacific Railroad Company and the United Transportation Union," dated March 7, 2005.

During the parties' discussions UTU voiced concerns that employees laying off could end up in a disciplinary proceedings should the employee fail to be available as prescribed or agreed, through no fault of their own. UTU further explained that consideration must be given to employees that are extremely ill or hospitalized unexpectedly. The same consideration should be extended to employees whose immediate family members become extremely ill or hospitalized unexpectedly.

This letter will confirm the parties commitment to work together to avoid disciplinary proceedings or abuse of these considerations for employees in the above described dilemmas, provided the involved employees provide valid documentation for themselves or their family member(s) regarding the incident(s) or matter(s).

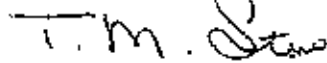
If the foregoing accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.



R. D. Rock
Director - Labor Relations



S. F. Boone
Director - Labor Relations

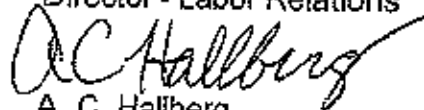


T. M. Stone
Director - Labor Relations

Sincerely,



R. P. Guidry
Director - Labor Relations



A. C. Halberg
Director - Labor Relations



A. Terry Olin
Director - Labor Relations

AGREED:



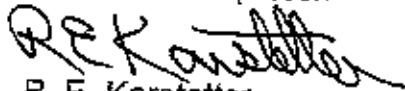
D. L. Hazlett
General Chairperson



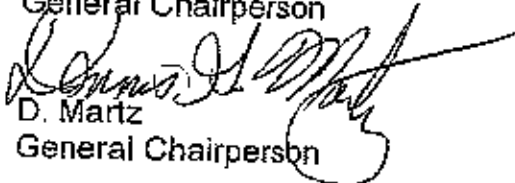
L. R. Bumpurs
General Chairperson



M. J. Reedy
General Chairperson



R. E. Karstetter
General Chairperson



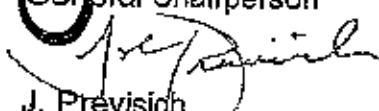
D. Martz
General Chairperson



T. L. Johnson
General Chairperson



J. Kevin Klein
General Chairperson



J. Previsich
General Chairperson



April 7, 2005

Mr. L. R. Bumpurs
General Chairperson
United Transportation Union
400 Randal Way, Suite #102
Spring, TX 77388

Mr. D. L. Hazlett
General Chairperson
United Transportation Union
5990 SW 28th Street, Suite F
Topeka, KS 66614-4181

Mr. T. L. Johnson
General Chairperson
United Transportation Union
4411 Old Bullard Road, Suite #600
Tyler, TX 75703

Mr. J. K. Klein
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United Transportation Union
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United Transportation Union
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General Chairman
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13384 E. 10500 N. Road
Grant Park, IL 60940

Mr. M. J. Reedy
General Chairperson
United Transportation Union
307 West Layton Avenue
Milwaukee, WI 53207-5927

Mr. John Previsich
General Chairperson
United Transportation Union
7960B Soquel Drive, #381
Aptos, CA 95003

Gentlemen:

This letter is in regard to the "Agreed Upon Interpretation of Article VII of the UTU National Agreement Dated August 20, 2002 between Union Pacific Railroad Company and the United Transportation Union," dated March 7, 2005.

Article VIII of the above-referenced "Automatic Mark-Up Interpretation Agreement" requires UP to "... give not less than a ten-day advanced written notice to the appropriate General Chairperson(s) advising of its intent to implement this Agreement." Pursuant thereto, this letter shall serve as UP's notice of its intent to implement the provisions of the "Automatic Mark-Up Interpretation Agreement" on or after May 1, 2005. In connection therewith, we also intend to implement the provisions extending the home and away-from-home terminal rest periods for trainmen at this same time. Finally, and for your information, we will also be implementing a similar automatic mark-up arrangement for engineers on this date.

We will work with representatives of your organization to ensure a smooth and efficient implementation of this accord.

Yours truly,

A. Terry Olin
General Director

UNION PACIFIC RAILROAD
1400 Douglas St., Stop 0710, Omaha, NE 68179-0710
ph. (402) 544-3201 fax. (402) 233-2787
terryolin@up.com

4-12-05
11 LC's - UTU/UP 200577
S.J. Smithwick Vice - LC 1205

20

UNION PACIFIC RAILROAD COMPANY



May 5, 2005

Mr. T. L. Johnson
General Chairman
United Transportation Union
4411 Old Bullard Road, Suite 600
Tyler, Texas 75703

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, Texas 77388

Dear Sir:

This refers to our phone conference, this date, wherein we discussed Article VI, Section A., Item 2 of the March 7, 2005 AUTOMATIC MARKUP INTERPRETATION reading:

2. An employee completing his or her tour of duty (tied-up) at his or her away-from-home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work *or deadhead* out of the away-from-home terminal until expiration of the ten-hour undisturbed rest period.

As we discussed and affirmed, the parties did not intend to include the words "or deadhead" within this Item 2. Therefore, it is agreed Article VI, Section A., Item 2 of the March 7, 2005 AUTOMATIC MARKUP INTERPRETATION shall be modified to read as follows:

2. An employee completing his or her tour of duty (tied-up) at his or her away-from-home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work out of the away-from-home terminal until expiration of the ten-hour undisturbed rest period.


Moreover and in connection therewith, the parties have agreed to the following Question and Answer with respect to undisturbed rest and deadheading out of the home and away-from-home terminal:

Question 1. Do I have to be rested to deadhead (separate and apart) out of the home or away-from-home terminal?

Answer 1. You do not have to be rested to deadhead separate and apart out of the away-from-home terminal. You do have to be fully rested for a deadhead (separate and apart or in combination with service) out of the home terminal.

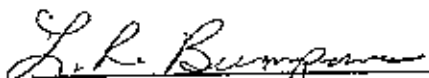
If this accurately reflects our understanding, please indicate by signing in the space provided on all three originals and returned one to this office for distribution and execution.

Respectfully,




R. P. Guldry
Director - Labor Relations

Agreed:



L. R. Bumpurs, General Chairman - UTU



T. L. Johnson, General Chairman - UTU

cc Meredith/Olin
Brazytis/Straub/Key



November 2, 1999

D. L. Hakey
General Chairman UTU
Suite 102
400 Randal Way
Spring, TX 77388

Dear Sir:

On several occasions the Carrier and Organization have made arrangements to allow employees to donate vacation and/or personal leave to a co-worker in need by request. In order to create a more systematic and simple procedure for these donations, the Carrier agrees to allow the Organization to submit the enclosed donation forms when the need arises.

In simplifying this process, the parties agree as follows:

1. This is a voluntary program and as such no claims or grievances will be filed or progressed in connection therewith.
2. No payments will be made in lieu of time donated, to either the Donor or Donee.
3. It is the responsibility of the Local Chairman to collect and submit all donation forms for a given Donee at one time to the Labor Relations Department.
4. This arrangement may terminate upon ten (10) days written notice by either the Organization or Carrier. Furthermore, this arrangement is done without prejudice to the position of either party and shall not be cited as precedent.

If you agree, please so indicate in the designated place on both originals, returning one to the Carrier and distribute this information to your Local Chairmen.

Sincerely,

A handwritten signature in cursive script that reads "W. S. Hinckley".

W. S. Hinckley

General Director Labor Relations

AGREED:

A handwritten signature in cursive script that reads "David L. Hakey".
General Chairman UTU

DONATION OF PERSONAL LEAVE/VACATION DAYS

I, _____ (Trainman/Engineman(circle one)) agree to donate.
(Donor's Name)

Eligible _____ Personal Leave Day(s), and/or _____ designated vacation day(s) to

fellow employee _____ to be used by the end of this calendar year.
(Donee's Name)

I understand that this donation cannot be revoked. If the Donee cannot or does not use said donated days by the end of this calendar year; s/he shall forfeit such days. There shall be no payments made in lieu of the days donated, either to the Donor or Donee. In addition, I acknowledge that the days I donate will be deducted from my entitlement at the time of donation and I may not reclaim the days I donate if the Donee does not use them.

Donor and Donee agree to the following:

(a) If donating vacation days:

The scheduled vacation days donor chooses to donate are the
following _____

(b) ~~vac~~ Vacation/personal leave days will be paid in consecutive days.

(c) ~~vac~~ Personal leave days will be deducted beginning with carry-over days.

(d) ~~vac~~ Vacation days donated will be allowed at the rate of 1/52 of Donee's
previous year's earnings but not less than six (6) minimum basic days at
the rate of the last service, if road service or five (5) minimum days at the
rate of the last service if yard service.

(e) Personal leave days donated will be allowed at the basic standard
through freight rate.

(f) Donations are subject to appropriate deductions, i.e. Railroad Retirement
Tax, Union Dues, State and Federal Taxes, etc.

(g) This is a voluntary program and as such no claims or grievances will
be filed or progressed in connection therewith.

Signature of Donor

~~SSN~~ of Donor
Employee ID#

Name of Donee

~~SSN~~ of Donee

Employee ID#

UNION PACIFIC RAILROAD COMPANY

24125 Aldine Westfield
Spring, TX 77373



October 21, 2009

860.10-1
860.10
1815-1
1815-4
2210-1

Mr. L. Bumpurs
General Chairman, UTU
400 Randal Way, Ste. 102
Spring, Texas 77388

Dear Mr. Bumpurs:

This letter serves to confirm our understanding regarding the manner in which employees may be permitted to utilize eligible compensated day(s) on their assigned or unassigned days off and/or layover days.

In connection therewith, UP and UTU agree the following shall apply:

1. Employees wishing to use eligible compensated days (i.e. personal leave, single vacation day, etc.) on their assigned or unassigned day(s) off and/or layover day(s) may contact CMS for authorization or approval for such use to run concurrent with the period of time off. If the employee has not had any non-compensated layoffs in the previous six consecutive days, he or she will be permitted to utilize compensated days on his or her day(s) off.

NOTE: For purposes of applying this understanding, compensated time shall not be authorized or approved for any duration exceeding the period of assigned or unassigned day(s) off and layover day(s). This shall not preclude, however, an employee from making such request for compensated time off on traditional work day(s) in accordance with existing agreement provisions and consistent with the requirements of the service.

EXAMPLE: An employee works five consecutive days in his work week, has not had any non-compensated layoffs in the previous six

calendar days and has assigned two upcoming days off (status code: OF). This employee may use up to two (2) single vacation days (status code: LV) during his or her assigned off days. At the expiration of the two (2) single vacation days, the employee is automatically marked up and available for service.

2. If an employee has not had any non-compensated layoffs in the previous six consecutive days, he or she will be permitted to utilize compensated days on his or her day(s) off for less than the total assigned or unassigned day(s) off and/or layover day(s). Said employee will remain unavailable for service for any remaining assigned or unassigned day(s) off and layover day(s) that is not used as compensated time off.

EXAMPLE: An employee works seven consecutive days and is unavailable for subsequent service for a period of seventy-two (72) hours (status code: FR). The employee immediately requests authorization or approval to use two (2) single vacation days (status code: LV) during the first forty-eight (48) hours of unavailability. At the expiration of the two (2) single vacation days, the employee remains unavailable for service (status code: FR) for an additional twenty-four (24) hours pending completion of the total seventy-two (72) hour period of unavailability, at which time the employee is automatically marked up for service.

3. Except where specifically modified herein, the provisions of this understanding are not intended to modify existing practices or rules governing requests for time off on traditional work days and other matters regarding the request for compensated time off.
4. The use of compensated time as set forth herein shall not cause the Carrier to incur any additional expense as a result thereof.
5. In the event the provisions of this understanding conflict with a provision of any other agreement, understanding or practice, the provisions set forth herein shall prevail and apply.
6. This understanding will not prejudice the position(s) of either party and will not be cited, referenced or used in any manner by either party or against the other party signatory hereto, with any other case, agreement (local and/or national) and/or dispute resolution.
7. It is understood either party may cancel this understanding by serving a thirty-day (30) written notice to the other.

8. The terms and conditions of this understanding will be placed into effect on November 2, 2009.

If the foregoing accurately reflects our understandings and agreement, please so indicate by affixing your signature and the date in the space provided below; returning one fully executed copy to my office.

Sincerely,



S. F. Boone
Director - Labor Relations

AGREED:



L. R. Bumpurs
General Chairman, UTU

Oct. 24, 2009
Date

Modified by 221-H 11/21/12

**Memorandum of Agreement
Between
Union Pacific Railroad
And the
United Transportation Union**

**Vacation Agreement Administration Modification
Houston Hub**

In order to provide an alternative procedure to assign vacation periods and allocate single days of vacation, it is agreed:

Section 1 – Single Day Vacation Allotment:

- A. Beginning with the 2012 Vacations employees may, at the time of submission of their vacation request for the upcoming year, designate one (1) week of single day vacation to "Float".
- B. Designate "Float" weeks will be excluded from the number of total vacation weeks to be assigned in each vacation grouping and, as such, will not be scheduled.
- C. Employees may designate up to two (2) weeks as single-days in addition to the "Float" week. An employee designating a "Float" week as single days must exhaust the "Float" week prior to using any other week(s) designated for single days.
- D. The number of "Float" weeks/days remaining for the year will be reviewed on or about September 1st. If necessary, the Local Chairman, with the approval of Crew Management Service (CMS), will schedule the remaining "Float" week single days beginning September 1 and ending December 15.

Section 2 – Back Filling Vacation weeks:

- A. A vacation week/slot will be considered open/available once an employee uses all his/her single days from that week/slot, or vacates the week for other reasons, i.e., retirement etc. and the vacated week will be available to be filled by the Local chairman with jurisdiction over the vacation grouping in which the vacancy occurs.
- B. An employee electing to move his/her vacation into an open week/slot will not be allowed to take single day vacations from this moved week.
- C. Only a full week(s) of vacation may be moved under this Section 2.

221-G

Section 3 – Vacation Group:

- A. The grouping assignment of an employee's vacation for the upcoming year shall be based on the location and class of service where he/she was assigned for a preponderance of the time during the six (6) month qualification measurement period between April 1 through September 30 of the current year.
- B. This Section 3 will modify existing arrangements governing vacation groupings or other matters pertaining to vacation assignments.

Section 4 – Board Adjustments:

- A. Employees assigned to Pool Service who are observing a scheduled, solid week(s) vacation will have their turn removed from rotation and placed in a suspended or deactivated status if the mileage regulation calls for the pool to be reduced during the period corresponding with the scheduled vacation.

NOTE 1: An employee's turn will not be removed from rotation if the mileage regulation does not require a reduction in the pool.

NOTE 2: In instances where a pool employee's turn has been suspended per this article, upon the return of the vacationing employee the appropriate turn in the pool may be reduced unless the Local Chairman and CMS make the mutual determination that the reduction is no longer necessary.
- B. Employees, whose turn is suspended or deactivated pursuant to article A of this Section 4, will return to the foot of the board upon the return of the vacationing employee.
- C. Considering of employees observing weekly vacations will be taken into account when determining extra board or pool adjustments.

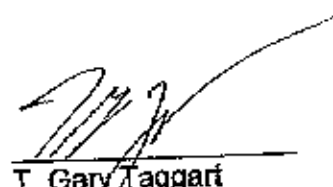
Section 5 – General:

- A. This memorandum of agreement may be cancelled by either party serving notice upon the other party by October 1 to be effective January 1.
- B. During the intervening time or as mutually agreed, the parties will meet to discuss the causes of the cancellation notice in an effort to resolve those issues and avoid termination of this agreement.

C. If neither party opts to permanently cancel this agreement prior to October 1, 2015, any cancellation thereafter will only be effected by mutual agreement between the Parties.

Agreed:


Larry Bumpurs
General Chairman - UTU


T. Gary Taggart
Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

Gary Taggart
Director - Labor Relations



BUILDING AMERICA

July 8, 2011

24125 Aldine Westfield Rd.
Spring, Texas 77373
Office: (281) 350-7585

Side Letter No.1

MR. LARRY BUMPURS
GENERAL CHAIRMAN - UTU
400 RANDAL WAY
SUITE 102
SPRING, TEXAS 77388

DEAR SIR:

This is in connection with our memorandum of agreement - Vacation agreement Administration Modification, specifically, Section 4- Board Adjustments.

The parties may desire to suspend/cancel Section 4 without cancelling the entire agreement. Accordingly, either party may cancel Section 4 by serving a 30-day notice upon the other. During the intervening time or as mutually agreed, the parties will meet to discuss the causes of the cancellation notice in an effort to resolve those issues and avoid termination of this section.

If Section 4 is not cancelled by October 1, 2012, this Side Letter No. 1 will automatically cancel and no longer in effect.

If this accurately reflects our understanding, please indicate your acceptance and concurrence by signing in the space provided below.

Sincerely,

Thomas G. Taggart
Director - Labor Relations

Larry Bumpurs
General Chairman - UTU

11/21/12

**Memorandum of Agreement
Between
Union Pacific Railroad
And the
United Transportation Union
(Houston Hub)**

Vacation Agreement Administration Modification

In order to provide an alternative procedure to assign vacation periods and allocate/schedule single days of vacation, it is agreed:

Section 1 – Single Day Vacation Allotment:

- A. Employees may, at the time of submission of their vacation request for the upcoming year, designate one (1) week of single day vacation to "float".
- B. Designated "float" weeks will be excluded from the number of total vacation weeks to be assigned in each vacation grouping and, as such, will not be included in the parameter allotment nor scheduled. The local chairman must advise Crew Management Systems (CMS) of the number of "float" weeks requested in their respective vacation grouping, as well as the names of the individuals designating same, before the parameters are set.

*** Where the term 'local chairman' is referenced in this document, that is understood to mean the local chairman or their designee.*
- C. Under the current agreement provisions, employees are entitled to take up to three (3) weeks of their annual vacation in single day increments. Consistent with the parties' past practice handling and interpretation, an employee may continue to designate single day week(s), other than "float" weeks, at any time during the course of the year. Employees designating one (1) week as a "float" week under the terms of this agreement may, at any time during the course of the year, designate up to two (2) single-day weeks in addition to the "float" week consistent with that same past practice handling and interpretation. An employee designating a "float" week of single days must exhaust the "float" week prior to using any days from other week(s) designated for single days.
- D. Beginning with the 2013 Vacations, employees may schedule any of their single vacation days ("float" and/or designated single weeks) in advance under the following guidelines:

221 H

1. Carrier will allow no less than 3% of the number of employees assigned to each respective Vacation Grouping to schedule single vacation days on any particular day(s). This minimum 3% single-day scheduling allotment will be independent of and in addition to the solid-week vacation allotment for any given week. A six-month advance scheduling period will be made available and such period will roll forward on the first of every month from January 1st through July 1st of the year. As example, on January 1st the available advanced scheduling period will be January 1st – June 30th. On February 1st, the period from February 1st – July 31st will be available for scheduling. The same would be applied the first of every month up to and including July 1st, at which time the remainder of the year would be available for scheduling.

NOTE 1: In calculating the 3% single-day scheduling factor, if the result is other than a whole number, it will be rounded up to the next whole number.

Example: There are fifty-three (53) employees assigned to a vacation grouping. Fifty-three (53) times the minimum 3% (.03) = 1.59 employees per day (rounded up to two (2)) who would be allowed to advance schedule single day/s vacation during the applicable scheduling period.

2. Employees will make their "advance" single day vacation request with the local chairman having jurisdiction over their assigned vacation grouping at any time during the applicable six (6) month period. The local chairman will advise the employee as to the availability/unavailability of the day/s requested based on the number allotted for advance scheduling of single vacation days.

The local chairman will update and maintain their calendar with the days to be scheduled. Those days to be scheduled for the following week (SU-SA) will be forwarded via e-mail to the CMS Manpower Desk for scheduling weekly no later than by noon on Wednesday of the current week. The CMS Manpower Desk will insure that the scheduled days are inputted and viewable in CMTS no later than 5:00 P.M. on Friday of the current week. Once the days are scheduled by CMS, they cannot be rescinded by either the carrier or the employee, except by mutual agreement between the parties.

If the employee with scheduled time is at the away-from-home-terminal, the Carrier will not be required to deadhead the employee home. In these rare instances the vacation day(s) may be rescheduled.

- E. On or about July 16th, CMS will provide each local chairman a listing of unused "float" week days remaining for the year in their respective vacation grouping along with an August 1st through December 15th calendar listing the days available for scheduling. No later than August 1st, the local chairman will provide CMS (via e-mail to the Manpower Desk) a complete schedule of remaining "float" week single days beginning August 16th and ending December 15th. In the event the local chairman fails to so provide, CMS may schedule the remaining "float" days.

Section 2 – Vacation Group Assignment and Parameter Allocation:

- A. The grouping assignment of an employee's vacation for the upcoming year shall be based on the location and class of service where he/she was assigned for a preponderance of the time during the six (6) month qualification measurement period between April 1st and September 30th of the current year.
- B. The number of vacations allowed per week in a vacation grouping will be determined by dividing the total number of vacation weeks, excluding the "Float" weeks, and dividing by forty-eight (48) rounded to the lowest whole number. In instances where the 48-divisor requires additional vacation slots during a week(s), the local chairman will select the week(s) in which the additional slots are placed.

Example 1: There are two hundred and ten (210) vacation weeks to be scheduled in the year. The base parameter average using the 48-week divisor is four (4) per week ($210 \div 48 = 4.375$). The .375 fraction equals eighteen (18) weeks that will allow five (5) off for vacation ($.375 \times 48 = 18$). The local chairman will advise CMS of the eighteen (18) weeks that the parameter will be adjusted to five (5) per week, with the remaining thirty (30) weeks being allotted four (4) per week.

Example 2: There are three hundred and forty-seven (347) vacation weeks to be scheduled in the year. The base parameter average using the 48-week divisor is seven (7) per week ($347 \div 48 = 7.22917$). The .22917 fraction equals eleven (11) weeks in which eight (8) will be allowed off for vacation ($.22917 \times 48 = 11$), with the remaining thirty seven (37) weeks allotted seven (7) per week.

Example 3: There are two hundred and sixteen (216) vacation weeks to be scheduled in the year. The base parameter average using the 48-week divisor is four (4) per week ($216 \div 48 = 4.5$). The .5 fraction equals twenty four (24) weeks that will allow

five (5) off for vacation ($.5 \times 48 = 24$), with the remaining twenty four (24) weeks allotted four (4) per week.

Example 4: There are two hundred and forty (240) vacation weeks to be scheduled in the year. The base parameter average using the 48-week divisor is five (5) per week ($240/48 = 5.000$). Five (5) will be allotted for vacation in each of the forty eight weeks.

- C. Employees will not be forced to observe a vacation week beginning in January.

Section 3 – Back Filling Vacation Weeks:

- A. A vacation week/slot will be considered open/available once an employee uses all his/her single days from that week/slot, or vacates the week for other reasons, i.e., retirement etc. and the vacated week will be available to be filled by the local chairman with jurisdiction over the vacation grouping in which the vacancy occurs.
- B. An employee electing to move his/her vacation into an open week/slot will not be allowed to take single day vacations from this moved week.
- C. Only a full week(s) of vacation may be moved under this Section 2.

Section 4 – Board Adjustments:

- A. The Carrier may suspend or deactivate the pool turn of an employee who is observing a scheduled, solid week(s) vacation if the mileage regulation calls for the pool to be reduced during the period corresponding with the scheduled vacation.

NOTE 1: A vacationing employee's turn will not be removed from the pool's rotation if the regulation does not require a reduction in the pool.

NOTE 2: In instances where a pool employee's turn has been suspended per this article, upon the return of the vacationing employee, the appropriate turn in the pool will be reduced unless the Local Chairman and CMS make the mutual determination that the reduction is no longer necessary.

- B. A pool employee, whose turn is suspended or deactivated pursuant to article A of this Section 4, will be placed at the foot of the home terminal board upon marking up from vacation.

Section 5 – General and Savings Clause:

A. Existing rules and practices regarding vacations not specifically amended by this Agreement shall continue in effect without change.

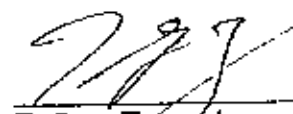
B. This memorandum of agreement may be cancelled by either party serving notice upon the other party by October 1st to be effective January 1st.

C. During the intervening time, or as mutually agreed, the parties will meet to discuss the causes of the cancellation notice in an effort to resolve those issues and avoid termination of this agreement.

D. If neither party opts to permanently cancel this agreement prior to October 1, 2015, any cancellation thereafter will only be effected by mutual agreement between the parties.

Agreed:


Larry Bumpurs
General Chairman – UIU


T. Gary Taggart
Director-Labor Relations

ARTICLE XII (UTU)

Bereavement Leave

Bereavement Leave

"Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner."

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- (a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- (b) three consecutive calendar days, ending the day of the funeral service; or
- (c) three consecutive calendar days, ending the day following the funeral service.

* * * * *

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

* * * * *

229-A

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

* * * * *

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes.

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

* * * * *

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

* * * * *

Q-6: Would bereavement leave be applicable during an employee's vacation period?

A-6: No.

* * * * *

Q-7: An employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay. Under these circumstances, is the employee entitled to be paid both the holiday and bereavement leave allowance?

A-7: No. The employee would be entitled to only one basic day's pay.

* * * * *

Q-8: An employee in pool freight service is granted bereavement leave on Wednesday, Thursday, and Friday. He was paid under the bereavement leave rule for Wednesday and Thursday; however, his claim for Friday, a day on which the crew of which he was a member was at the away-from-home terminal and received an authorized return deadhead trip for which they were allowed 141 miles, was denied. Is he entitled to pay under the bereavement leave rule for Friday?

A-8: Yes, inasmuch as the deadhead trip was authorized and represents time lost on a separate qualifying calendar day.

* * * * *



August 28, 1998
File: 1940.30-4

Mr. L.W. Parsons, Sr.
General Chairman
United Transportation Union
400 Randal Way
Suite 102
Spring, TX 77388

Dear Sir:

Since the implementation of the Houston Hub merger agreement, the Carrier has held conductor promotion classes at various locations throughout the Houston Hub. This has lead to confusion in placing conductors on the roster in the same relative standing as their brakeman's seniority date as provided in the February 22, 1996, Conductor/Foreman Promotion Agreement. The parties discussed making changes to the agreements for establishing brakeman and conductor seniority to simplify the placement of brakemen and conductors on the Houston Hub common roster.

Therefore, the parties agree to the following modifications:

1. Section 1 of the Memorandum Agreement dated July 5, 1978, "ESTABLISHING SENIORITY" will be modified to provide that (Common Roster) switchmen/brakemen entering training after the effective date of this agreement will be given a switchman/brakeman training date on the Houston Hub Common Roster based on the first day of switchman/brakeman training. Upon successful completion of the training program, this date will become their working seniority date. Section 4 of the July 5, 1978, Memorandum Agreement "ESTABLISHING SENIORITY" will be modified to provide: "The probationary period for all trainmen will expire sixty(60) days from the date they mark-up and perform service after successful completion of the training program".
2. Brakemen/switchmen hired since the implementation of the Houston Hub, assigned to the Houston Hub common roster, upon successful completion of the conductor/foreman training program, will be promoted and granted a conductor seniority date in accordance with the aforementioned Conductor/Foreman Promotion Agreement. This conductor seniority date will be the same date as their current switchman/brakeman date on the Houston Hub common roster.
3. Brakemen/switchmen on the Houston Hub common roster promoted to conductor since implementation of the Houston Hub will retain their current switchmen/brakemen dates and their conductor's seniority date will be adjusted to be the same as their brakeman/switchman seniority date. It is understood that the process of completing the roster adjustments will necessitate a joint effort to include representatives of both the Carrier and Organization. The parties will advise one another on their chosen representatives and these representatives will coordinate the completion of the adjustments.

This agreement is not intended to change the roster placement/date of any brakeman/switchmen or conductor who established seniority prior to the implementation of the Houston Hub merger agreement. Additionally, it is agreed that the Carrier will incur no liability and the Organization will not progress any claims related to the placement of brakemen/conductors on the Houston Hub common roster pursuant to this Agreement.

THIS AGREEMENT WILL BE EFFECTIVE Sept. 1, 1998.

If you are agreeable to the above please indicate your concurrence where provided below.

Yours truly,

Catherine J. Andrews
Catherine J. Andrews
Director Labor Relations
Operating - South

AGREED:

L.W. Parsons, Sr.
L.W. Parsons, Sr.
General Chairman, UTU

cc: J. A. Crandall
W.S. Hinckley
H.A. Straub

237A
14-A



February 10, 2004

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, Texas 77388

Dear Sir:

This refers to the Letter of Understanding dated January 15, 1997 contained on pages 237 and 238 of the controlling IGN Agreement; specifically relating to guidelines for ranking newly hired train service employees.

Effective immediately, employees hired for train service and assigned to a particular training class will be ranked within said class pursuant to the January 15, 1997 Letter of Understanding except Section C, Item 4 is amended to read:

4. Newly hired employees.

Note: Newly hired employees will be ranked in the class by the last four- (4) digits of their social security number. The newly hired employee with the lowest last four- (4) digits will be ranked first, and other newly hired employees within the class will follow in ascending sequential order. In the event the last four (4) digits of newly hired employees' social security number are identical, then the next two- (2) digits of those employees' social security number will be utilized, with the lowest number placed on the seniority roster first and the other(s) will follow in ascending sequential order.

And, Section D is amended to read:

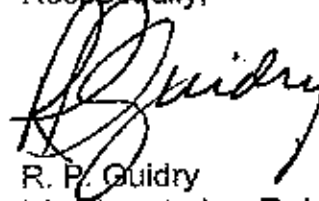
D. In applying the ranking criteria outlined in Section C above, it is understood should two- (2) or more employees within the same grouping possess identical ranking criteria (e. g., same length of prior service with the company or work experience with another railroad), social security numbers will be utilized to determine ranking as stipulated in Section C, Item 4 above.

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237-B

If the foregoing properly and accurately reflects the parties' understanding, please indicate by affixing your signature in the space provided and returning a fully executed copy to my office.

Thanking you in advance.

Respectfully,



R. P. Guidry
Director - Labor Relations

Agreed:



L. R. Bumpurs
General Chairman - UTU



January 17, 2005

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
400 Randal Way, Suite 102
Spring, Texas 77388

Dear Sir:

Reference our conference this date wherein we discussed Letter of Understanding dated January 15, 1997 relating to guidelines for ranking newly hired train service employees and the modification thereof dated February 10, 2004 reading:

" Effective immediately, employees hired for train service and assigned to a particular training class will be ranked within said class pursuant to the January 15, 1997 Letter of Understanding except Section C, item 4 is amended to read:

4. Newly hired employees.

Note: Newly hired employees will be ranked in the class by the last four- (4) digits of their social security number. The newly hired employee with the lowest last four- (4) digits will be ranked first, and other newly hired employees within the class will follow in ascending sequential order. In the event the last four (4) digits of newly hired employees' social security number are identical, then the next two- (2) digits of those employees' social security number will be utilized, with the lowest number placed on the seniority roster first and the other(s) will follow in ascending sequential order.

And, Section D is amended to read:

D. In applying the ranking criteria outlined in Section C above, it is understood should two- (2) or more employees within the same grouping possess identical ranking criteria (e. g., same length of prior service with the company or work experience with another

237-C

railroad), social security numbers will be utilized to determine ranking as stipulated in Section C, Item 4 above."

It was agreed the following questions and answers would interpret and clarify the phrase "work experience with another railroad" contained in Section C, Item 2 of the January 15, 1997 Letter of Understanding and February 10, 2004 modification.

Q. 1 - When are newly hired employees considered as having "work experience with another railroad" pursuant to the controlling IGN Agreement?

A. 1 - To be considered as having work experience with another railroad newly hired employees must possess an up-to-date and valid certificate on the General Code of Operating Rules as defined by Union Pacific policy at the time he or she is placed in the Brakeman/Switchman training program or first performs compensated service as a fully qualified Brakeman/Switchman, whichever occurs first.

Q. 2 - A newly hired employee has previously worked for another Railroad however does not have a recent employment connection and his or her rules certificate has expired and is no longer valid as defined by Union Pacific policy upon his or her entering the Brakeman/Switchman training program or having first performed compensated service, is that employee considered as having work experience with another railroad under the controlling IGN Agreement?

A. 2 - No, this employee would be considered a newly hired employee without railroad work experience for seniority ranking purposes.

Q. 3 - A newly hired employee worked for another Railroad or Operator that did not require certification on the General Code of Operating Rules as defined by Union Pacific policy, is that employee considered as having work experience with another railroad under the controlling IGN Agreement?

A. 3 - No, this employee would be considered a newly hired employee without railroad work experience for seniority ranking purposes.

If the foregoing properly and accurately reflects the parties' understanding, please indicate by affixing your signature in the space provided and returning a fully executed copy to my office.

Respectfully,



R. F. Guidry
Director - Labor Relations

Agreed:



L. R. Bumpurs
General Chairman - UTU

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY PORT TERMINAL RAILROAD ASSOCIATION

and the

UNITED TRANSPORTATION UNION

Pursuant to Article X of Award of Arbitration Board No. 559, the following shall govern the terms and conditions providing for the employees of the Port Terminal Railroad Association to be placed on the United Transportation Union's Union Pacific (IGN Houston Hub) Seniority Roster.

1. Subject to the exceptions set forth in Section 7 of this Agreement, the United Transportation Union shall furnish the Carrier a listing of individuals, from the Port Terminal Railroad Association properly ranked among themselves, to be placed on the Union Pacific (IGN Houston Hub) Seniority District Roster.
 - 1.1 These individuals shall be placed on the Roster(s) with a seniority date of October 27, 1997.
 - 1.2 Individuals that establish seniority on the Port Terminal Railroad Association after October 27, 1997, shall establish an identical seniority date on the former Union Pacific (IGN Houston Hub Roster).
 - Q. 1 Will an individual who is hired by the terminal company subsequent to the date of this Agreement; e.g., March 1, 2003, acquire a March 1, 2003 seniority date on both the terminal company and the Union Pacific (IGN Houston Hub) Seniority District?
 - A. 1 Yes.
2. Individuals who are placed on the Seniority Roster under Section 1 shall only be allowed to exercise this newly-acquired seniority in the event that person cannot hold a position (including a position on an extra board) through the normal exercise of seniority on the Port Terminal Railroad Association. Employees in a dismissed status on the Port Terminal Railroad Association may not exercise their newly-acquired seniority to the Union Pacific under this paragraph.
 - Q. 2 Is an employee allowed to bid to the Union Pacific if suspended, dismissed or decertified by the Port Terminal Railroad Association?

A. 2 No.

- 2.1 Individuals desiring to exercise this newly-acquired seniority shall advise the appropriate Officer of the Union Pacific Railroad Company of this desire within a thirty (30) day period following the date the Individual was unable to hold a position through the normal exercise of seniority on the Port Terminal Railroad Association.
- 2.2 Individuals exercising this newly-acquired seniority shall be held to the same physical standards as existing Union Pacific (IGN Houston Hub) Seniority District employees, and shall not be subjected to a "special" physical examination prior to exercising this newly-acquired seniority.
 - 2.2.1 This Section does not eliminate the Carrier's right to require an individual to submit to physical examination for cause. The intent of the Section is to prohibit the Carrier from establishing a special physical examination or standard as a blanket policy to be applied only to terminal company employees exercising seniority on the Union Pacific (IGN Houston Hub) Seniority District under the terms of this Agreement.
- 2.3 For purposes of determining the number of Personal Leave Days that an individual is entitled to under the current Crew Consist Agreement, the earliest continually maintained UTU seniority date that the individual established on the terminal company shall be used. In cases where an individual exercises seniority to the Union Pacific (IGN Houston Hub) Seniority District, that individuals' entitlement to Personal Leave Days for the remainder of that year shall be reduced by the number of holidays which have already passed.
- 2.4 Individuals exercising seniority to the Union Pacific (IGN Houston Hub) Seniority District under the terms of this Agreement shall not be considered as "new" employees for the purposes of applying the provisions of health and welfare provisions; i.e., these individuals shall not be subject to any waiting period that may be applicable to "new-hires" before coverage becomes effective.
3. Individuals who are allowed to exercise seniority on the Union Pacific (IGN Houston Hub) Seniority District pursuant to the terms of the Agreement are subject to a 15-days recall to the Port Terminal Railroad Association by certified letter to the last known address provided to the Carrier.
 - 3.1 Individuals who do not respond to recall to the Port Terminal Railroad Association within fifteen (15) days shall forfeit all seniority on the Union Pacific (IGN Houston Hub) Seniority District, as well as all seniority on the Port Terminal Railroad Association.
4. Subject only to familiarization trips deemed necessary by the designated UTU Representative and the Service Unit Superintendent, individuals exercising seniority pursuant to the terms of this Agreement shall be considered to be qualified yard foreman, yard helpers and brakemen.
 - 4.1 Subject only to familiarization trips and training deemed necessary by the designated UTU Representative and Service Unit Superintendent, individuals

exercising seniority pursuant to the terms of this agreement who are qualified to perform service as a hostler shall be considered to be qualified hostlers.

5. Individuals exercising seniority under the terms of this Agreement shall not be considered as being qualified as a conductor, nor will they be considered as "new hires" subject to the terms of the Training Agreement dated February 22, 1996. In order to qualify as a conductor, the individual shall be allowed to attend the classroom portion of the program required under the Training Agreement. Employees who attend such classroom training will be paid for each week of classroom training on the same basis as if they were on vacation and they will also be covered by the Training Agreement provisions relating to travel, meal and lodging expenses. They shall be required to pass the examination(s) normally administered by the Carrier for promotion to conductor.

- 5.1 The provisions of Article V of the November 1, 1991 UTU National Agreement requiring trainmen to accept promotion to Conductor when offered by the Carrier shall not be applicable to those former Port Terminal Railroad Association employees transferring to UP. This waiver shall only be applicable so long as said former terminal company employees exercise their seniority exclusively to positions in Zone 5 of the IGN Houston Hub Seniority District, including the Zone 5 extra board. This waiver will not be applicable if such employees have exercised their seniority to another position on Zones 1, 2, 3, and 4 of the IGN Houston Hub Seniority District.

NOTE 1: Article V of the 1991 UTU National Agreement also governs the qualification of employees as foremen. It is understood the waiver contained in Section 5.1 above shall not apply to foreman qualification. Accordingly, all trainmen must accept promotion to foreman, including former Port Terminal Railroad Association yardmen transferring to UP, in accordance with applicable rules.

NOTE 2: Article V of the 1991 UTU National Agreement also provides, "Once promoted, trainmen, including those already promoted, will not be permitted to voluntarily relinquish conductor/foreman rights." The waiver set forth in Section 5.1 above shall also not apply to the above-cited provisions of Article V. In other words, former Port Terminal Association yardmen transferring to UP who have been, or will be, qualified as foremen or promoted to conductor will not be permitted to voluntarily relinquish their foreman or conductor rights.

- 5.2 Nothing herein shall be construed to preclude an employee from voluntarily seeking promotion to conductor on UP road territories protected by the IGN Houston Hub Seniority District.
6. Individuals establishing seniority on the Union Pacific (IGN Houston Hub) Seniority District pursuant to this Agreement and working as such shall not make application for, nor will they be selected for or forced into, the Carrier's Locomotive Engineer Training Program, unless the individual has worked on the Union Pacific (IGN Houston Hub) Seniority District for a continuous period of more than one (1) year.
7. The following categories of individuals shall not be placed on the Union Pacific (IGN Houston Hub) Seniority District Roster, nor shall any individual meeting any of the

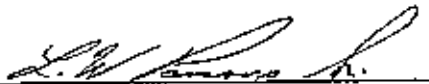
following categories be placed on the Union Pacific (IGN Houston Hub) Seniority District Roster upon establishing an employment relationship with the Port Terminal Railroad Association after the effective date of this Agreement.

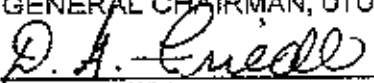
- 7.1 Individuals who had an employment relationship with any owning Carrier or any former railroad component thereof and have been terminated for cause, and not subsequently reinstated with seniority unimpaired.
- 7.2 Individuals who had an employment relationship with Union Pacific Railroad Company or any former railroad component thereof, and either (1) separated with the understanding that the railroad had no obligation to consider the individual for future employment or (2) separated with the understanding that the individual would not seek re-employment with the railroad.
- 7.2.1 Section 7.2 shall not apply to individuals who have separated pursuant to the terms of a collective bargaining agreement, or under the terms of a voluntary separation agreement that was not associated with the settlement of a specific claim or dispute.
- 7.3 Individuals who had an employment relationship with any owning Carrier who are otherwise estopped from seeking re-employment with the railroad.
- 7.4 Employees who have voluntarily separated from Union Pacific Railroad Company in order to secure other employment, or failed to respond to recall and thereby lost seniority by operation of the collective bargaining agreements, shall be placed on the Union Pacific (IGN Houston Hub) Seniority District as provided under Section 1 of this Agreement.

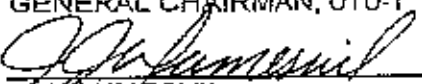
8. The effective date of this Agreement is July 1, 1998.

IT IS AGREED:

FOR THE
UNITED TRANSPORTATION UNION:

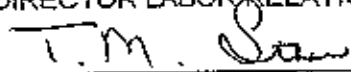

L. W. PARSONS, SR.
GENERAL CHAIRMAN, UTU


D. G. FRIEDL
GENERAL CHAIRMAN, UTU-T


J. J. DUMESNIL
GENERAL CHAIRMAN, UTU-E

FOR THE
UNION PACIFIC RAILROAD COMPANY:


S. A. BANNISTER
DIRECTOR LABOR RELATIONS -UPRR


T. M. STONE
DIRECTOR LABOR RELATIONS-HBT

ptragmt.2

receive on the job training, the conductor on the job selected will assist the Conductor/Foreman Trainee(s) in training with the responsibilities and functions of conductors/foremen under actual working conditions.

1. The presence of a Conductor/Foreman Trainee(s) will not affect the payment of any productivity payment to regular crew members if they otherwise would be entitled to same or any other payment under applicable rules and/or agreements.
2. Conductors will be required to complete progress reports on Conductor/Foreman Trainee(s), as may be directed by the Carrier.

Q: May a Conductor/Foreman Trainee be assigned to a particular Conductor for training purposes?

A: Yes, and such Conductor will be jointly agreed to by the Local Carrier Officer and the Local Chairman.

3. Conductor Trainers will be compensated a minimum of \$10.00 a day subject to future wage increases. Such Trainer compensation will not offset guarantees. Time spent in deadheading or waiting for transportation after being relieved from service will not be considered as training time.

Q: Is the above Trainer compensation duplicate time payment?

A: No.

II - General

- A. The parties hereto recognize the complexities involved in the Agreement, and in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, should any disputes arise from its application, they will be handled expeditiously in conference by the General Chairman, the Director of Labor Relations and other affected parties. Such conference will be held promptly at the request of either party.
- B. The provisions of the Memorandum of Agreement will become effective March 1, 1996, and will remain in full force and effect thereafter unless modified or amended by the provisions of the Railway Labor Act.
- C. Any Agreement Rules, side letters or understandings that may be in conflict with this Agreement will be superseded by the provisions of this Agreement.

Signed this 22nd of February 1996.

/s/ L. W. Parsons, Sr., UTU

/s/ S. A. Bannister

/s/ A. T. Olin

Side Letter #1
February 22, 1996
(Conductor Promotion)

Mr. Larry W. Parsons, Sr.

This is in reference to our discussions in connection with the Agreement modifying the Conductor/Foreman Promotion Rule and, specifically, the concern expressed by the Organization regarding the Carrier's promotion of employees to Conductor/Foreman positions before such employees may possess sufficient training or experience to effectively and safely perform the duties required of a Conductor.

As confirmed in our discussions, it both the Carrier's and Organization's desire that those employees promoted to the Conductor position are fully trained and capable of performing the required duties. Therefore, in recognition of your Organization's concerns, and as provided in Section 1(A)(12), it is agreed that in the event the Organization believes an employee is not ready or capable of safely and effectively performing the duties required of a Conductor, the Organization may request additional

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION
(Houston Hub)

PEER TRAINING AGREEMENT

The parties recognize that factors such as new or enhanced technology, reporting requirements, the interest in improving employees performance and safety through training, etc., have created a need for expanded training programs. The use of peer training has proven to be an effective means to support various training programs. Accordingly, the parties agree the Carrier may supplement its training programs in the Houston Hub with peer trainers as follows;

1. The Carrier may develop a pool of peer trainers for both class room and field training purposes. The Carrier will determine the number of peer trainers in the pool.
2. The appropriate Carrier Officer(s) and the UTU General Chairman, or his designated representative(s), will work together to select peer trainer candidates who, in the judgement of the parties, are best qualified to act as peer trainers. It is anticipated that positions will be established at major home terminals within the Houston Hub but the parties recognize that the trainers may be sent to any terminal within the Houston Hub to assist with training. Trainers may also be required to train new trainees.

Note: It may not be necessary to have trainers in each Zone in the Houston Hub. A trainer may train employees anywhere within the Houston Hub. Peer trainers may be utilized to train any employee in the environments the trainer is qualified to provide training.

3. Employees selected as peer trainers will serve in that capacity for a minimum of twenty-four (24) months subject to the following:
 - (a) Employees participating as peer trainers will attend all necessary classes to qualify as a trainer.
 - (b) If necessary, the last month of the assignment will be devoted to assisting with training replacement(s).
 - (c) Peer trainers involved in an ongoing training assignment at the expiration of the two (2) year period will be permitted to complete the assignment.
 - (d) The parties may agree to extend an individual's peer training assignment an additional one (1) year each anniversary date following the expiration of the first two (2) year term.

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Q 1. May the peer training assignment be extend additional years after the first extension.

A 1. Yes. In one (1) year increments if the parties mutually agree.

- (e) No later than June 20 of each year, peer trainers will be required to report in writing, to the General Chairman and the Carrier's designated representative whether they have or will accept system wide assignments outside Houston Hub. Such peer trainers accepting peer trainer assignments outside the Houston Hub will not be permitted to hold an equity slot on the rosters in the Houston Hub. System trainers returning to active duty will be permitted to exercise their common seniority until the annual realignment ("ratchet") of the roster(s) pursuant to the controlling agreement.

Note: Peer trainers failing to report to the General Chairman and the Carrier's designated representative their intent to accept trainer assignments outside Houston Hub will not be permitted to accept peer training assignments outside Houston Hub.

- (f) Peer trainers will be required to maintain proficiency conductor/brakemen/yardmen while assigned to the peer training pool taking all required examinations.

- (g) A peer trainer may be relieved of his/her duties as a peer trainer by agreement between the Carrier and the Organization.

4. Peer trainers may be utilized for any training needs including, but not limited to, the following classroom and/or on-the-job training:

- (a) Rules examination.
- (b) Familiarization.
- (c) Operation Life Saver.
- (d) ATCS training.
- (e) Electronic tie-up.
- (f) FRA reporting.
- (g) TCS skills.
- (h) Hump system.
- (i) TE&Y help desk.
- (j) Conductor/foreman training.
- (k) Industrial switching/spotting instruction.

Employees may be proficient or become qualified as a peer trainer in some or all of the environments where trainers are utilized. When a training need arises in the Houston Hub, the Carrier will select qualified peer trainer(s) from the pool of trainers for the particular assignment. If the peer training assignment is anticipated to be thirty (30) days or less, the resulting vacancy caused by the peer trainer leaving conductor/brakeman/yardman assignment will be treated as temporary vacancy under the existing rules. If the vacancy is anticipated to be for thirty-one (31) days or more days, then it will be treated as a permanent vacancy under existing rules. If recognized manpower needs and other factors may lengthen assignments originally estimated to be less than thirty (30) days. In these cases the assignments will be bulletined as soon as it is known the peer trainer assignment will be longer than thirty (30) days.

NOTE 1: The parties recognize that certain training will require the carrier to use highly trained or specialized trainers or use more trainers than are available within the Houston Hub. In these cases the Carrier may utilize peer trainers from outside the Houston Hub to accommodate the training needs. In this case Houston Hub trained and qualified in the training needs will be utilized along with those from outside the Houston Hub.

NOTE 2: Peer trainers may be required to analyze and update data in connection with preparation or execution of training classes; to organize and schedule class attendance; and to determine class size based on workforce requirements in connection with their peer training assignment.

NOTE 3: Peer trainers may be utilized as C.O.R.E. trainers independent from the terms of the C.O.R.E. training agreement.

Q 1: Can a peer trainer be used to conduct or assist in conducting efficiency training?

A 1: No.

Q 2: Will peer trainers be required to testify in disciplinary hearings regarding training given to an employee who is charged with a rule violation?

A 2: No.

5. Peer trainer shall be compensated as follows:

(a) \$227.10 per day while attending "train the trainer" classes or working as a peer trainer. Employees occupying a reserve board position shall be paid \$149.97 per day in addition to reserve board compensation and shall remain subject to recall under the controlling agreement provisions.

(b) When applicable, the daily rate shall be paid for the day preceding the commencement of the training classes or an assignment and for the day following the last day of the class or assignment in order to accommodate travel and/or rest.

(c) Full time peer trainers (i. e. assigned for thirty (30) or more consecutive days including rest days) shall be guaranteed twenty-two (22) days per month.

(d) The daily rates are subject to COLA and other general wage adjustments.

(e) When required to work or attend classes at Houston Hub locations more than thirty (30) miles from the employee's residence or attend "train the trainer" classes held at locations outside the Houston Hub, employees will be compensated for travel arranged by the Carrier and expenses while away from home. Employees who receive permission to drive their personal automobile will be reimbursed at the current IRS mileage rate. Employees must turn in expense forms showing receipts for actual lodging, travel and meal expenses subject to Carrier policy.

(f) Employees working as peer trainers will be treated as occupying the highest rated position for purposes of computing any applicable wage protection.

(g) It is understood that all time spent (including travel and assigned rest day) on any program addressed by this Agreement is considered the same as made up and available for guarantee purposes. Monies earned as a peer trainer will be used to offset guarantee where applicable. Such time will also be considered as compensated service for the purpose of calculating vacation qualification and earnings.

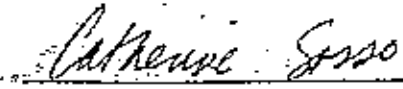
6. When there is a need to reduce the number of peer trainers assigned to a project group working on the project as peer trainers should be canvassed for volunteers who wish to return to regular duty. If there are insufficient volunteers, then reduction will be made in reverse seniority order.
7. Problems or disputes associated with application of this agreement will be handled between the General Chairman and Director of Labor Relations within ten (10) days of receipt of written notice.
8. This agreement may be canceled by either party upon sixty (60) days advance written notice to other party of its intent to cancel. During that time, the parties will meet to discuss the reasons for serving the cancellation notice in an effort to resolve those issues and avoid cancellation of the agreement.

Signed this 1st day of June, 2000.

United Transportation Union:

Union Pacific Railroad Company


L. L. Overton
General Chairman, UTU


C. J. Sosso
Director Labor Relations, UPRR

UNION PACIFIC RAILROAD COMPANY

Gary Taggart
Director - Labor Relations



BUILDING AMERICA

24125 Aldine Westfield Rd.
Spring, Texas 77373
Office: (281) 350-7585

June 10, 2011

Mr. Larry Bumpurs
General Chairman - UTU
400 Randal Way
Suite 102
Spring, TX 77388

Dear Sir:

This refers to our discussion concerning instructor's allowance for employees providing Remote Control Operator (RCO) training. Currently, employees are required to pass conductor promotion prior to beginning RCO training. Accordingly, this has caused the employees (instructors) to no longer be entitled for the agreed upon training allowance. The parties recognize the importance and the additional duties that arise of the RCO instructor.

Accordingly, it is agreed:

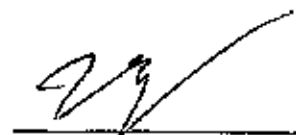
1. Conductors and/or yard foremen who assist in the on-the-job training of an RCO trainee will be entitled to the agreed upon training allowance.
2. Upon completion of the RCO training, employees, operating the Remote Control Locomotive (RCL), will be afforded the forty-six (46) minutes as provided for under Section 2 of the Remote Control Agreement.
3. This agreement is only applicable when the RCO training is conducted with a new employee or an existing employee who has not been previously trained or qualified as an RCO Operator.
4. In instances where there are two (2) RCO trainees training on the same assignment, the brakeman/switchman who assist in the on-the-job-training of an RCO trainee will be entitled to RCO training allowance of \$7.00.
5. The brakeman/switchman training allowance provided in Article 4 above will be subject to general wage increases and/or cost of living adjustments effective July 1, 2012.

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If this correctly reflects your understanding, please indicated in the space provided below, returning a signed copy back to the office.

Agreed:


Larry Bumpurs
General Chairman - UTU


T. Gary Taggart
Director-Labor Relations

MEMORANDUM OF AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
UNITED TRANSPORTATION UNION
(Houston Hub)

It is Agreed:

The provisions of Article XIII, Section 4, of the 1985 UTU National Agreement concerning the promotion of trainmen into engine service will be amended on the Houston Hub Seniority District as provided below.

- A. Section 4-(2) of Article XIII requires trainmen who established seniority on or after November 1, 1985 to accept promotion into engine service in proper turn. The parties have agreed to amend this portion of Section 4 to force assign the junior trainmen to any position that is no bid, rather than the senior trainmen. In the application of this amendment the junior trainmen with a minimum of one year of seniority in train service in the Houston Hub will be force assigned to a position that is no bid.
- B. Any trainmen making application for promotion into engine service under Article XIII must also have a minimum of one year of service, as a trainman in the Houston Hub, in order to have his/her bid considered for promotion under Section 4.


If a trainman having less than one year of train service in the Houston Hub has experience in train service on another Railroad or another territory of the Union Pacific, and expresses a desire to enter into the engineers training program, the local chairman and manager may discuss the employees experience and agree to waive the one year of train service requirement on the Houston Hub.
- C. The one year of train service shall be measured from the scheduled starting date of the engineer train class.
- D. In the event there are no trainmen employed who established seniority on or after November 1, 1985, who have a minimum of one year of service as provided for within this agreement, the most senior trainmen who have less than one year of train service seniority will be forced into the engineers training program.
- E. Reference to "Houston Hub" refers to the portion of the Union Pacific property governed by the former IGN collective bargaining agreement.

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Except for the items listed above, all other provisions of Article XIII of the 1985 UTU National Agreement will remain unchanged.

This agreement signed and will become effective on August 1, 2012.


Larry Bumpurs
General Chairman - UTU


T. Gary Taggart
Director - Labor Relations

Memorandum of Agreement

Between

Union Pacific Railroad

And the

United Transportation Union

Relating to the establishment of Independent Electronic Lead Operator(s) (ELO) at Livonia, Louisiana.

IT IS AGREED:

Article I Responsibilities

Section 1: The Carrier may, at its discretion, establish single position Independent ELO assignments at Livonia, Louisiana subject to the terms and conditions set forth in this agreement.

Section 2: Except as specified in Article II, Section 2 of this agreement, ELO positions established pursuant to this agreement are not to be considered part of a ground crew.

Section 3: ELO positions established pursuant to this agreement may be required to co-ordinate ground crew activity affiliated with the electronic switching of cars, operate electronic switch controls and technical equipment (hump controls/computer) in connection with the safe and efficient classification of cars.

Article II Compensation

Section 1: ELO positions established pursuant to this agreement shall be considered Conductor only assignments under the terms set forth in existing crew consist agreements. ELO positions established pursuant to this agreement will receive the footboard yardmaster rate of pay.

Section 2: When necessary (subject to Carrier's operating rules), ELO positions may be required to assist Conductor/Foreman only road and/or yard assignments affiliated with the electronically controlled switching operations. It is not intended such assistance will be for extended periods of time or considerable distances from the electronic switch controls. ELO positions shall receive the RCL special allowance specified in Section 2 of the August 20, 2002 Remote Control Agreement.

Section 3: ELO positions established pursuant to this agreement will not stop the switching operations to eat, however will be paid twenty- (20) minutes at the pro rata rate of pay for having to eat concurrent with the sustained operation. ELO positions that are on duty eleven- (11) or more hours will receive an additional twenty- (20) minutes at the overtime rate of pay for eating concurrent with the sustained switching operation.

Section 4: The Carrier will not make a Productivity Fund plug due to the assignment of ELO position(s). Employees eligible for productivity fund payments will be given a trip credit for each tour of duty as an ELO employee.

Section 5: ELO positions established pursuant to this agreement shall be paid not less than \$220.00 per eight hour shift inclusive of the allowances set forth in Sections 1, 2, and 3 of this Article II.

Article III

Qualification and Vacancy Procedure

Section 1: (a.) Employees who bid on ELO positions established pursuant to this agreement must be suitably proficient in classification procedures and related equipment so as to maintain on time production and cost efficiency.

(b.) Should no bids be received for an ELO position(s), a qualified ground service employee(s) (as determined by the Director - Terminal Operations) shall be assigned to the ELO position(s) in reverse seniority order.

(c.) The Director - Terminal Operations (DTO) may disqualify an ELO employee for cause, ability, merit and/or not having sufficient experience (less than two years service) in classification procedures and related equipment. The UTU General Chairman may review facts surrounding a disqualification with the Director - Labor Relations. Should this review not resolve the matter, a disqualified ELO employee may submit a timely grievance therefor pursuant to controlling agreements.

Section 2: The Director - Terminal Operations will provide Crew Management Services (CMS) a list of employees that are qualified to work ELO positions and subsequently notify CMS as other employees may become qualified.

Section 3: Temporary ELO vacancies will be protected by the first out qualified employee available on the protecting extra board. In the event the extra board is exhausted or there are no qualified employees assigned thereon, the senior qualified employee with an application on file with CMS will protect the vacancy. If neither, the junior qualified ELO will be required to protect the vacancy.

Note 1: If the Carrier is unable to fill a temporary ELO position with a qualified employee, it may call an extra board/train service employee to work the ELO position under supervision of a company officer or operate in the conventional manner consistent with existing agreements.

Section 4: It is understood and agreed that the Company will not be put to any additional expense in filling temporary ELO vacancies.

Article IV Administration

Section 1: This agreement shall not impose restrictions where none currently exist nor will it require the Carrier to establish or maintain ELO positions as outlined herein.

Section 2: In the event the provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions set forth herein shall prevail and apply. Agreements, understandings or practices not modified or in conflict with the provisions of this Agreement remain in full force and effect.


Section 3: This Agreement does not prejudice the position of either party, does not establish any precedent, will not be referred to in connection with any other case, agreement (Local or National) and/or dispute resolution and may be cancelled by either party serving a thirty (30) days written notice on or after May 17, 2005.

Signed this 17th day of May 2004.

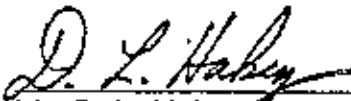
FOR THE UNITED
TRANSPORTATION UNION

FOR UNION PACIFIC RAILROAD


Mr. L. R. Bumpurs
General Chairman- UTU


Mr. R. P. Guidry
Director - Labor Relations

Approved:


Mr. D. L. Hakey
Vice President - UTU


Mr. A. T. Olin
General Director - Labor Relations

UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone
Director - Labor Relations



24126 Aldine Westfield Road
Spring, Texas 77373
Office: (281) 350-7555

October 1, 2008

File: 1816.65-1
1860-1

MR L R BUMPURS
GENERAL CHAIRMAN UTU
400 RANDAL WAY - SUITE 102
SPRING TX 77388

Dear Sir:

This refers to our various conversations regarding the rates of pay currently being afforded the electronic lead foreman positions in Houston, Texas.

As you know, the August 20, 1997 letter of understanding provide the foremen on the leads with electronic control switching equipment will be afforded the footboard yardmaster rate of pay.

During a recent audit it was discovered that the current electronic lead foreman were receiving approximately \$15 a day greater than the footboard yardmaster rate of pay. In order to correct this error and to minimize the financial impact upon the employee, the Carrier is agreeable to the following:

1. The current electronic lead foreman rate of pay is hereby frozen and is not subject to future GWI and COLA adjustments.
2. The electronic lead foremen rate of pay will not receive the scheduled July 1, 2009 general wage increase.
3. Effective January 1, 2011, the current electronic lead foreman rate of pay will revert to the footboard yardmaster rate of pay as provided for under the letter of understanding dated August 20, 1997.

If you are in concurrence with the above proposal, please sign in the second copy of this letter and return to the undersigned.

Sincerely,

Sharon F. Boone
Director Labor Relations

Agreed:

General Chairman L.R. Bumpurs

Date: Oct. 6, 2008

SP1.6

UNION PACIFIC RAILROAD COMPANY



April 21, 2010

File: 1412511
PLB 6719, Case 181

Mr. L. R. Bumpurs
General Chairman
United Transportation Union
100 Randal Way, Suite #102
Spring, Texas 77388

Dear Sir:

This refers to our April 21, 2010, conference wherein we discussed a proposed settlement of the above named file.

Due to facts and circumstances in this particular case, the Carrier is agreeable to disposing of such claim with an allowance of two (2) hours at the pro rata rate of pay. This two (2) hour payment will also be made on other similar claims of record on file in the Labor Relations LCS database as of this date.

After April 21, 2010, work order reporting under the circumstances complained of in Case 181 of Public Law Board 6719 will fall under the purview of Article 4 of the IGN Agreement and footboard yardmaster duties. If such duties are assigned to a yard service employee who is not otherwise qualified for the footboard yardmaster rate of pay, he or she will be paid the footboard yardmaster rate of pay for that single tour of duty. If such duties are assigned to a yard service employee who is already qualified for and/or due the footboard yardmaster rate of pay, no additional payment will be made.

In view of this settlement, Case 181 currently listed to Public Law Board 6719 will be withdrawn and the parties will jointly request that a dismissal Award be issued in this case.

It is further agreed this settlement would represent full and final settlement of these claims, does not in any way acknowledge any violation of Article VIII of the October 31, 1985 UTU National Agreement, will not prejudice the position of either party and will not be referred to in connection with any other case,

agreement (local and/or national), negotiation and/or dispute resolution, except may be referenced solely by and on this IGN General Committee in resolving identical facts and circumstances to those complained of in Case 181 of Public Law Board 6719.

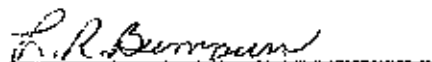
If you are agreeable to the terms and conditions set forth herein, please indicate by signing in the space provided.

Respectfully,



R. P. Guldry
General Director - Labor Relations

Agreed:



L. R. Bumpurs
General Chairman, UTU



R. Kerley
Vice-President, UTU

. cc Sharon Boone

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

UNION SHOP AGREEMENT - HOUSTON HUB

IT IS AGREED:

This Agreement is made this 24th day of March, 1999, between the Union Pacific Railroad Company, hereinafter referred to as the "Carrier" and the United Transportation Union, hereinafter referred to as the "Union". This Agreement concerns employees assigned to positions in the Houston Hub, as defined in the Houston Hub Merger Implementing Agreement.

Section 1: In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereinafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided shall as a condition of their continued employment subject to such agreements become members of the Union within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement and thereafter shall maintain membership in the Union; except that such membership shall not be required of any individual until he/she has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreement.

Section 2: The requirements of membership provided for in Section 1 of this Agreement shall be satisfied as to both a present or future employee in engine, train, yard, or hostling service, that is, an employee engaged in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board, if said employee shall hold or acquire membership in any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act, and admitting to membership employees of a craft or class in any of the said services. Nothing herein shall prevent an employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of the services above specified.

Section 3: (a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements be required within thirty-five calendar days from date of their return to such service to comply with the provisions of Section 1 and 2 of this Agreement.

(b) The seniority status and rights of employees furloughed to service in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the Federal government or a state government for the benefit of ex-service men/women shall not be terminated by reason of any of the provisions of this Agreement but such employees shall, upon resumption of employment, be considered as new employees for the purpose of applying this Agreement.

(c) Employees who retain seniority under the Rules and Working Conditions Agreements, governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Sections 1 and 2 of this Agreement so long as they are not in service covered by such agreements but they may do so at their option. Should such employees return to any service covered by said rules and working conditions agreements they shall,

as a condition of their continued employment, be required, from the date of return to such service to take membership in one of the organizations specified in Sections 1 and 2 of this Agreement.

Section 4: Nothing in this Agreement shall require an employee to become or to remain a member of the Union if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member; or if the membership of such employee is denied or terminated for any reason other than failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time.

Section 5: (a) Each employee covered by the provisions of this Agreement shall be considered by the Carrier to have met the requirements of the Agreement unless and until the Carrier is advised to the contrary in writing by the Union. The Union will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipts, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the Union therefore claims is not entitled to continue in employment subject to Rules and Working Conditions Agreements. The form of notice to be used shall be agreed upon by the Carrier and the Union and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Union. An employee so notified who disputes the fact that he/she has failed to comply with the terms of this Agreement, shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him/her a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Union, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Union shall attend and participate in the hearing. The receipt of the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein the Carrier shall proceed to terminate his/her seniority and employment under the Rules and Working Conditions Agreements not later than thirty calendar days from receipt of the above described notice from the Union, unless the Carrier and the Union agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this Agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Union shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Agreement, his/her seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of this date of said decision except as hereinafter provided or unless the Carrier and the Union agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Union it may be appealed in writing by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received and the employee and the Union shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his/her seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Union agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Union or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Agreement the Union or the employee involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute; a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Agreement or his/her designated representative, the Chief Executive of the Union or his/her designated representative, and the employee involved or his/her representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Union and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his/her appointment and shall be final and binding upon the parties. The Carrier, the employee and the Union shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Union; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Union and the employee.

(d) It is understood that if an employee produces evidence to an officer or duly authorized member of the General Committee of the Union that he/she is a member of any one of the labor organizations as specified in Section 2 of this Agreement that will satisfy this Agreement and no notice will be served by the Union on the Carrier to have employee removed from service. Employee will be required to produce such evidence on demand of an officer or duly authorized member of the General Committee of the Union, but will not be required to produce such evidence more than once in a calendar month. If employee fails or refuses to produce such evidence, he/she may be cited to the Carrier by the Union as not complying with the Agreement.

(e) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the Union.

(f) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreements between the Carrier and the Union will not apply to cases arising under this Agreement.

(g) The General Chairman of the Union shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this Agreement. The Carrier shall

notify the General Chairman of the Union in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.

(h) In computing the time periods specified in this Agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6. Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period, in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the Union in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the Agreement but the employee may remain on the position he/she held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished or annulled. The above periods may be extended by agreement between the Carrier and the Union.

Section 7. An employee whose seniority and employment under the Rules and Working Conditions Agreements is terminated pursuant to the provisions of this Agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

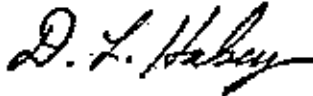
If the final determination under Section 5 of this Agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Union or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other Agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or non-compliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employee's employment and seniority shall not be terminated, his/her continuance in service shall give rise to no liability against the Carrier in favor

of the Union or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

Section 8. In the event that seniority and employment under the Rules and Working Conditions Agreements is terminated by the Carrier under the provisions of this Agreement and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Union shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment, provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

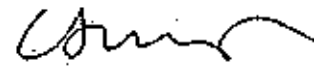
Signed this 24th day of March, 1999.

FOR THE ORGANIZATION



D. L. Hakey
General Chairperson, UTU

FOR THE CARRIER:



L. A. Lambert
General Director Labor Relations
Southern Region, UPRR

MEMORANDUM OF AGREEMENT

between the

~~UNION PACIFIC RAILROAD COMPANY~~

and the

~~UNITED TRANSPORTATION UNION~~

JOB YHS55 - EUREKA YARD


IT IS AGREED:

~~Job YHS 55, located at Eureka Yard will no longer be a bulletined job; it will become a Daily Preference Job and be included in Englewood Yard Daily Preference Agreement.~~

~~This Agreement may be canceled by fifteen (15) days written notice of any of the parties signatory hereto.~~

This Agreement is effective 8th day of May, 2001.

For United Transportation Union:



L. L. Overton
General Chairperson, UTU

For Union Pacific Railroad:



R. P. Guidry
Director Labor Relations, UPRR

UNION PACIFIC RAILROAD COMPANY

1418 DODGE STREET
OMAHA, NEBRASKA 68179



August 4, 2003

Carrier File Nos.: Various

UTU Docket: 1075

Mr. L.R. Bumpers
General Chairperson
United Transportation Union
400 Randal Way, Suite 102
Spring, TX 77388

Re: Englewood Yard Daily Mark Up Claims

Dear Sir:

This is in reference to our recent meeting and earlier conversations in connection with the above UTU docket concerning the proper marking of the daily preference board (DP01) at Englewood Yard (LS372). As you are aware this issue has been problematic for some time and earlier attempts to fashion a settlement with your predecessor were never finalized.

As we have previously discussed, requirements found in Special Agreement #13 to mark this particular board by 2:00 AM appear to be in dispute considering current CMS systems, capabilities and processes. That said, rather than continuing the time-consuming process of handling of penalty time claims the parties concur that their efforts are better applied at jointly working to resolve the underlying issue fairly and amicably.

Therefore, to resolve the issue at hand the Carrier proposes the parties agree to the following interim understanding.

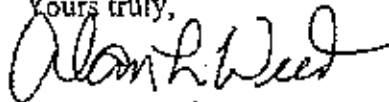
- 1) Article I, Section A, Paragraph (1) of Special Agreement #13 will be modified to provide for a 3:00 am board mark time on DP01 at Englewood. Article I, Section A, Paragraph (2) will be modified to require switchmen who desire to move from one job to another to make such request no later than 12:00 am. The intent of these two modifications is to increase the "cut-off to mark-up" window from one-and-a-half (1½) to three (3) hours. The above modifications will be effective on the date of this letter of understanding.
- 2) To expedite the handling of the backlog of claims previously submitted on this issue the parties have agreed to settle all claims of record for ninety (90) minutes at the yard foreman rate of pay (\$30.55).

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- 3) It is understood that the modifications provided in Paragraph 1 are of an interim nature until the implementation of the Carrier's CMTS (Crew Management Timekeeping System) in the Houston Hub area (currently forecasted for July 2004). However, prior to CMTS implementation the parties agree to meet and discuss the System's capabilities against the current requirements under Special Agreement #13 to ensure that the board marking procedures will conform to those requirements.

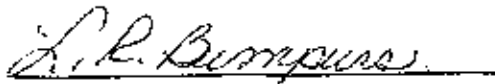
If the above meets with your approval please indicate your concurrence where provided below and forward to Vice President Hakey for his signature.

Yours truly,



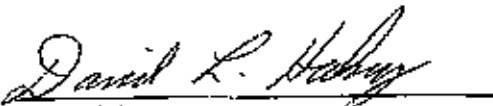
Alan L. Weed
Director Labor Relations
Contract Administration

I concur,



L.R. Bumpers
General Chairman, UTU

Approved,



D.L. Hakey
International Vice President, UTU

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

ESTABLISHMENT OF HUMP TOWER FOREMAN POSITIONS AT ENGLEWOOD YARD

To facilitate operations at Englewood Yard and expand work opportunities for Carrier's yardmen, a need exists for foremen assigned and working on the hump at Englewood Yard to perform certain tasks that may not normally be considered as typical duties for a hump foreman. To accomplish these objectives and address matters unique to Englewood Yard, the parties have agreed to establish a new position -- "Hump Tower Foreman" -- at Englewood Yard.

Hump Tower Foreman positions established pursuant to this accord will be governed in relevant part by the terms and conditions set forth herein.

Accordingly, **IT IS AGREED:**

- A. A new position of "Hump Tower Foreman" may be established at Englewood Yard. Such positions, when established, will be governed by relevant provisions of the IGN Collective Bargaining Agreement and the specific provisions of this Agreement.
- B. The establishment and operation of Hump Tower Foreman positions will be governed by the terms and conditions set forth in this Agreement:
 - 1. Hump Tower Foreman positions may only be established at Englewood Yard.
 - 2. The on and off duty point for Hump Tower Foreman position(s) will be at Englewood Yard.
 - 3. A Hump Tower Foreman position(s) will be bulletined in accordance with applicable provisions of the IGN Agreement.

4. Hump Tower Foreman positions established pursuant to this Agreement may, in addition to normal duties of a foreman, perform other work at Englewood Yard. In that regard, Hump Tower Foremen may be required to perform the following:

- a. Relay instructions of yardmasters to yard crews, operate the hump computer(s), handle controls of power switches, maintain paper on list machine, maintain switch lists and other normal crest operations in the area under their control, and handle/instruct general humping operations at Englewood Yard.

Note 1: Hump Tower Foremen may perform the duties outlined above in addition to other duties required of hump assignments at Englewood Yard including, but not limited to, protecting shoves consistent with GCOR rule requirements.

Note 2: To ensure the Hump Tower Foreman positions are utilized in a manner consistent with the intent of this accord, the parties agree to review and discuss on a periodic basis, or when requested, the duties required of a Hump Tower Foreman. Such discussions will involve appropriate representatives from Carrier's Operating and Labor Relations Departments and the United Transportation Union.

5. Hump Tower Foreman positions established pursuant to this Agreement will receive the Footboard Yardmaster rate of pay, in addition to an arbitrary allowance of one (1) hour and forty minutes pay at the footboard yardmaster rate of pay.

Note: The one (1) hour and forty minute arbitrary payment provided pursuant to this Section 5 is not intended to be paid at the frozen, but rather at the current pro rata rate and will accordingly be subject to applicable general wage and cost of living ("COLA") adjustments.

6. The Carrier will **not** make a Productivity Fund plug due to the assignment of Hump Tower Foreman position(s). Employees eligible for productivity fund payments will be given a trip credit for each tour of duty as a Hump Tower Foreman employee.
7. Members of yard crews may be required to continue to perform the duties enumerated herein that may be done by the Hump Tower Foreman.
8. The qualification of yardmen desiring to apply for position(s) created by this Agreement and the filling of permanent and temporary vacancies of such position(s) will be governed by the vacancy provisions of the schedule agreement.

- C. This Agreement shall not impose restrictions where none currently exist nor will it require the Carrier to establish or maintain Hump Tower Foreman positions outlined herein.
- D. Except as specifically set forth herein, all other agreement rules, practices, etc. remain in full force and effect and are unaltered by this accord. In the event such rules and practices conflict with these terms, the provisions of this Agreement will prevail.
- E. This Agreement is made to address the unique circumstances at Englewood Yard and is without prejudice to the position(s) of either party and will not serve as a precedent for the resolution or handling of such or similar matters. The terms hereof will not be cited by either party for any reason in any future forum or proceeding.
- F. This Agreement may be canceled by either party by the serving of a thirty (30) day advance written notice. In the event such notice is served, the parties will meet within this thirty (30) day period to investigate issues associated with application and /or termination of this Agreement. The parties will also attempt in good faith to resolve the issues underlying the desired cancellation.

Signed this 1 day of June 2009.

UNITED TRANSPORTATION UNION:

UNION PACIFIC RAILROAD COMPANY:



L. R. BUMPURS
General Chairman, UTU



S. F. BOONE
Director - Labor Relations

Mr. L. R. Bumpurs
General Chairman, UTU
400 Randal Way, Ste. 102
Spring, TX 77388

Dear Sir:

This refers to our discussions concerning the Memorandum of Agreement dated June 1, 2009 establishing Hump Tower Foreman positions at Englewood Yard.

In connection with the above-referenced discussions, it is recognized there may be occasions when a foreman-only assignment may be required to perform the duties of the Hump Tower Foreman. It is further recognized there may also be periods of time when the Hump Tower Foreman is temporarily unavailable during a tour of duty where the foreman-only assignment may be required to handle control of power switches from the tower.

In recognition of the unique circumstances surrounding the assignments in Englewood yard, the parties agree that for each tour of duty worked with a Hump Tower Foreman on duty, the foreman-only assignment will be paid the Hump Trim Foreman rate of pay. This rate of pay shall apply for performing the normal duties of the foreman-only assignment, in addition to the duties of the Hump Tower Foreman (including the handling of switches from the tower), when necessary. For example, the foreman-only assignment may perform the duties of the Hump Tower Foreman who is unavailable on account of taking his meal period.

This understanding is intended to address circumstances unique and specific at Englewood Yard. Accordingly, this understanding will not be applied, or interpreted to apply, to other locations. Moreover, this understanding will not prejudice the position of either party and will not be referred to or cited in any future forum or proceeding.

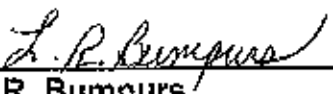
If the foregoing properly and accurately reflects our understanding on this matter, please so indicate by affixing your signature in the space provided below.

Yours truly,



S. F. Boone
Director - Labor Relations

AGREED:



L. R. Bumpurs
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

Gary Taggart
Director - Labor Relations



BUILDING AMERICA

24125 Aldine Westfield Rd.
Spring, Texas 77373
Office: (281) 350-7585

January 17, 2013
2510

MR. LARRY BUMPURS
GENERAL CHAIRMAN - UTU
400 RANDAL WAY
SUITE 102
SPRING, TEXAS 77388

DEAR SIR:

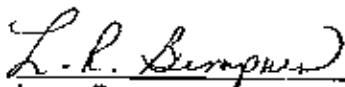
This refers to our meeting held in your office January 11, 2013, wherein we discussed the Carrier's plans to establish yard assignments at the CSX's Gentilly, Yard.

The parties disagreed whether an agreement was necessary to change the on/off duty location for yard assignments from Avondale to Gentilly yard. In addition, your Organization raised concerns that the yard employees would be required to incur additional transportation cost for the change.


Without prejudice to either parties position, it was agreed:

1. For the period beginning January 14, 2013 through July 31, 2014, regular assigned Union Pacific Switchmen at the Gentilly Yard will be allow forty (40) automobile miles at the prevailing IRS auto expense rate, when they actually assume duty and perform service on a Gentilly assignment..
2. Avondale Extra board switchmen called for service, filling vacancies in the Gentilly Yard will provide their own transportation to and from Gentilly and will be paid forty (40) automobile miles at the prevailing IRS auto expense rate, when they actually assume duty and perform service on a Gentilly assignment.

AGREED:



Larry Bumpurs
General Chairman - UTU



T. Gary Taggart
Director - Labor Relations

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