

AGREEMENT

Between

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

And The

UNION PACIFIC RAILROAD COMPANY

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This has reference to our recent discussion concerning the Company's desire to establish a classification of Certified Training Instructor for employees you represent covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR); December 1, 1985 (CNW); April 19, 1957 (SPRR-WL) & July 31, 1980 (DRGW).

Effective January 1, 2006, this agreement establishes a monthly-rated Certified Training Instructor (CTI) position subject to the following conditions:

1. Certified Training Instructor – An employee appointed or designated by the Company to assist in the design and implementation of training needs of employees and apprentices, input on training plan, oversee and conduct technical and apprentice training, coordinate/schedule training and certification testing, performance evaluation, report to management training results, take appropriate action to ensure desired results are accomplished from training performed.
2. The CTI positions shall be monthly rated at a rate of \$4,300 per month. To determine the straight time hourly rate, divide the monthly rate by 176. Except as herein after provided, no overtime is allowed for time worked in excess of eight (8) hours per day during the assigned workweek; on the other hand no time is to be deducted unless the employee lays off of his own accord.
3. The workweek of these positions is "all service rendered" Monday through Friday with Saturday and Sunday rest days. However, it is understood that the workweek or hours of assignment may vary at the Company's discretion to meet training and operations needs. Work required on rest days and holidays will be paid at the time and one-half of the straight time rate of pay unless the workweek has been changed to accommodate training. CTIs will be required to travel to other locations to provide training and other services associated with the position. Travel on rest days and holidays will be paid at the straight time rate of pay.
4. CTI positions are established and filled at the company's discretion and therefore are exempt from the normal bid and bump provisions of the Collective Bargaining Agreements. Individuals appointed to these positions may be released from such positions at the discretion of the Company. An employee released from such positions will have a full exercise of seniority in accordance with the CBA. There shall be no more than three (3) CTI positions at any one location unless agreed to by the General Chairman and the highest Designated Labor Relations Officer.
5. The parties recognize the work performed pursuant to this Agreement is not within the scope of any agreement between the Company and the IBEW and can be performed by other crafts, non-agreement personnel or third party. Nothing in this Agreement requires the Carrier to establish positions covered by this agreement and such positions are established at the Carrier's discretion.
6. CTIs will make the training materials available to the Local Chairman or General Chairman for review upon request.
7. This Agreement may be canceled by either party by the serving of a 30-day written notice on the other party.

This Agreement is entered into to address a unique circumstance and will not be cited by either party in any future negotiations, national or local.

Signed this day December 21, 2005.

FOR THE:  
INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS

/s/ Vic Janecek  
GENERAL CHAIRMAN, IBEW

FOR THE:  
UNION PACIFIC RAILROAD

/s/ Dan Moresette  
GENERAL DIRECTOR LABOR RLNS

Dan Moresette  
General Director

December 21, 2005

230-157  
230-15

Mr. V. L. Janecek  
General Chairman IBEW  
620 North Custer  
No Platte, NE 69101

**RE: Certified Training Instructor Position Agreement Dated December 21, 2005.**

Dear Sir:

With regard to the application of Section (4), while it is agreed that individuals assigned to the CTI positions are exempt from the normal bid and bump provisions of the CBA, it is understood that in cases of a force reduction at a location where CTIs are assigned, seniority shall prevail in determining what employee is furloughed.

If the above reflects our discussion and understanding, please sign in the space provided below to indicate your concurrence.

Sincerely,  
/s/ Dan Moresette

I Concur:

/s/ Vic Janecek  
General Chairman, IBEW

Dan Moresette  
General Director

December 21, 2005

230-157  
230-40

Mr. V. L. Janecek  
General Chairman IBEW  
620 North Custer  
No Platte, NE 69101

**RE: Certified Training Instructor Position Agreement Dated December 21, 2005.**

Dear Sir:

With regard to the Agreement that establishes the CTI positions, it is agreed that the Agreement dated July 31, 1953, as amended, that established a rate of pay for Apprentice Classroom Instructors is cancelled and such rate and position will no longer exist.

If the above reflects our discussion and understanding, please sign in the space provided below to indicate your concurrence.

Sincerely,  
/s/ Dan Moresette

I Concur:

/s/ Vic Janecek  
General Chairman, IBEW