

AGREEMENT
Between The
UNION PACIFIC RAILROAD COMPANY
And The
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

This has reference to our recent discussion concerning the Company's desire to establish a classification of monthly-rated Electrician-Road for employees you represent in maintenance operations covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR; April 19, 1957 (SPRR-WL) & July 31, 1980 (DRGW).

Effective February 1, 2007, this agreement establishes a monthly-rated Electrician-Road, at the Carrier's discretion, subject to the following conditions:

- (1) "Monthly-rated employees regularly assigned to perform road work shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.
- (2) To determine the straight time hourly rate, divide the monthly rate by 213. Except as hereinafter provided, no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.
- (3) An Electrician-Road may be used, when at home point, to perform work covered by classification of work for electricians.
- (4) Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.
- (5) If it is found that this rule does not produce adequate compensation by reason of the occupants thereof being required to work excessive hours, the salary may be taken up for adjustment by the General Chairman.
- (6) Ordinary servicing, inspecting, repair and maintenance work to locomotives not required on Sunday will not be required on the sixth day of the workweek.
- (7) Employees paid under this rule who are required to work on holidays, except the day after Thanksgiving Day, will be allowed a minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will be allowed. Employees performing services on the day after Thanksgiving Day shall receive eight (8) hours' pay at the equivalent straight time rate. The employee's availability on the day after Thanksgiving Day will be on the same basis as if the employee was on an assigned rest day. (The compensation afforded employees on Thanksgiving Day is pursuant to Article IV of the December 11, 1981 National Agreement and is not to be construed as a duplicate payment.)
- (8) Positions will be bulletined and be filled on the basis of qualifications and seniority, with manager to be the judge of qualifications.
- (9) The monthly rate for this position will be \$4,844.82 effective February 1, 2007. This monthly rate includes compensation for any and all skill or other differentials and COLA's in effect as of the date of this Agreement."
- (10) Electrician-Road will be covered by the Collective Bargaining Agreement covering the headquarters where the position is regularly assigned. It is recognized that employees assigned to Electrician-Road positions may be utilized on any territory covered in the first paragraph of this

Agreement without the Company being subject to claims for utilizing the employee on a property identified in such paragraph other than the property covered by the Collective Bargaining Agreement governing where the Electrician-Road is headquartered. It is further understood that the work performed by employees assigned to such position will not provide a basis for the Organization to acquire an exclusive right to such work performed away from home point.

This Agreement is made without precedent or prejudice to the position of either party and no reference to this letter shall be made within the context of negotiations, national or local.

Signed this day February 1, 2007.

FOR THE:
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

/s/ Vic Janecek
GENERAL CHAIRMAN, IBEW SC#2

FOR THE:
UNION PACIFIC RAILROAD

/s/ Dan Moresette
GENERAL DIRECTOR LABOR RLNS

August 30, 2007

MR JIM WISNISKI
GENERAL CHAIRMAN, IBEW
5342 DAVIS BLVD., SUITE C
N RICHLAND HILLS TX 76180

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Dear Sir:

This has reference to the Letter Agreements we have reached establishing monthly-rated Electrician-Road positions headquartered at various outlying points. Consistent with prior similar agreements, we have also agreed that should an electrician be assigned to one of such positions for one calendar year and the operations require the electrician to remain at that location, the parties will meet upon request to discuss the handling of such electrician's seniority.

It is understood that this Agreement is to cover a unique situation and shall not serve as a precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours truly,

/s/ Andrea Gansen

AGREED:

/s/ Jim Wisniski
General Chairman, IBEW