

UNION PACIFIC RAILROAD COMPANY

January 10, 2000

230-122
230-15
230-157

Mr. Vic Janecek
General Chairman IBEW
620 North Custer
North Platte NE 69101

Subject: Establishment of monthly-rated Locomotive Electrical Maintenance Technician Positions

Dear Sir:

This has reference to our discussions concerning the Parties' desire to establish monthly-rated Locomotive Electrical Maintenance Technician [LEMT] positions to provide a high level of certain technical training, servicing, inspecting, repairing, troubleshooting, diagnostic testing and maintenance to locomotives.

As a result of our discussions, it was agreed to amend the following collective bargaining agreements of employees you represent to permit the establishment of monthly-rated LEMT positions:

Union Pacific Railroad Company effective November 1, 1976
Missouri Pacific Railroad Company effective June 1, 1960
Texas Pacific Railway Company effective January 1, 1957

It is agreed:

1. All LEMT positions shall be assigned by bulletin and shall have one assigned rest day, Sunday, if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day. Rest days of relief positions, if existing shall be established by understanding between the local chairman and local management.
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 or for emergency work on the sixth day of the work week; on the other hand no time is to be deducted unless the employee lays off of his own accord.
3. Where meals and lodging are to be 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 pursuant to applicable state and federal laws and regulations.
4. 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 and the Highest Designated Carrier Officer.
5. Non-emergency, ordinary servicing inspecting, repair and maintenance work to locomotives required on the sixth day of the workweek will be paid at the time and one-half rate.

Note: An emergency is considered an unplanned occurrence requiring timely action to prevent delays to Carrier's operations.

6. Positions bulletined will be filled based on qualifications established by local management as set forth in Paragraph 8 of this Agreement. Local management and local chairman will cooperate in the awarding of positions to qualified electricians. If two or more individuals possess the required qualifications, seniority will prevail in the assignment.
7. The monthly rate of pay for such positions shall be \$4100.00 effective January 10, 2000. This monthly rate includes compensation for any and all skill or other differentials in effect as of the date of this Agreement.
8. The Carrier will provide an opportunity for necessary training to electricians requesting such training to enable them to meet required qualifications. Individuals seeking training that is not available through the Carrier's training programs, may be required by the Carrier to train and qualify on their own time with reasonable non-wage expenses to be borne by the Carrier. All requests for training will be submitted in writing to local management for consideration with copy to the local chairman.
9. Employees assigned to LEMT positions will be covered by the Collective Bargaining Agreement covering the headquarters where the position is regularly assigned. It is recognized that employees assigned to LEMT position may be utilized on a temporary basis not to exceed five continuous calendar days, excluding travel time to and from the other location, on any territory covered by any of the Collective Bargaining Agreements mentioned above without the Carrier being subject to claims for utilizing said employees at the other locations. In assigning employees to such temporary assignment, LEMT shall be offered such positions in seniority order, and if there are no volunteers, the junior LEMT at the point shall be assigned to the temporary work.

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. This Agreement may be canceled by either Party by serving a 30-day written notice upon the other Party.

Yours truly,
/s/ Dan Moresette

AGREED:

/s/ Vic Janecek
General Chairman, IBEW

UNION PACIFIC RAILROAD COMPANY

January 10, 2000

230-122
230-15
230-157

Mr. Vic Janecek
General Chairman IBEW
620 North Custer
North Platte, NE 69100

Subject: Understanding regarding pay for LEMT's working on a non-emergency Basis on the sixth day of their work week.

Dear Sir:

This is in reference to the LEMT Agreement dated 01/10/2000.

With regards to Section 5 of the LEMT Agreement, this will confirm our understanding that LEMTs working on a non-emergency basis on the sixth day of their work week shall be paid overtime for all hours worked with no deduction, or offset, for the eight straight-time hours contemplated for the sixth day in the monthly rate.

This understanding is entered into to address a unique circumstance and will not be cited by either party in any future negotiations, national or local, nor shall it be cited for interpretive purposes for any other Agreement.

Yours truly,
/s/ Dan Moresette

AGREED:

/s/ Vic Janecek
General Chairman, IBEW