

INTERIM TRT909 AGREEMENT
Between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES- DIVISION OF
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

This is to confirm our discussions concerning the Carrier's use of the entire TRT909 concrete production crew beginning January 1, 2011 and continuing until December 31, 2011.

1. In order to accomplish the work in a timely manner and in a manner that is fair to the work opportunity expectations of the employees, it was agreed to utilize the TRT909 machine and its attached work groups for TRT work for the described twelve (12) month period with the following understanding:
 - a. Positions in the TRT 909 work group will be assigned on a percentage basis between UP North and MP employees. The applicable percentage is 50-50. The designation of specific positions as either "UP North" or "MP" is contained in Appendix 1 of this Agreement.
 - b. The Carrier will not contract out any support functions for the TRT909 production crew other than those historically contracted, as listed on Attachment A and it is understood the Carrier will not be required to serve notice of intent to contract for this work pursuant to Rule 9 of the 1-1-2011 Agreement and Rule 52 of the 7-1-2001 Agreement.

2. MP Positions in the TRT 909 work group will be advertised system-wide in the first half of December 2010 and will be assigned on December 16, 2010 to be effective January 1, 2011.
 - a. Positions identified as MP will be filled in the following manner:
 - i. By the senior applicant, as determined under Rule 19 of the 1-1-2011 Agreement. In the absence of a successful applicant under Rule 19, then
 - ii. By the senior applicant, as determined by Appendix T of the 7-1-2001 Agreement, then
 - iii. By recall of qualified furloughed employees pursuant to Rule 20 of the 1-1-2011 Agreement.
 - b. When a position identified as MP is filled, the UP North incumbent may be held to train or familiarize the bidder for up to ten (10) calendar days. Their fifteen (15) day displacement period will begin upon release.
 - c. Vacant positions identified as UP North will be filled in the following manner:
 - i. By the senior applicant, as determined by Appendix T of the 7-1-2001 Agreement. In the absence of a successful applicant under Appendix T, then
 - ii. By the senior applicant, as determined by Rule 19 of the 1-1-2011 Agreement, then
 - iii. By recall of qualified furloughed employees pursuant to Appendix T of the 7-1-2001 Agreement.
 - d. When a position identified as UP is filled, the MP incumbent may be held to train or familiarize the bidder for up to ten (10) calendar days. Their displacement period will begin upon release.

- e. No furloughed employee will be recalled to a position located outside of his home territory under applicable agreements.
3. Displacements in the TRT 909 work group will be handled in the following manner:
- a. MP positions:
The senior employee will be determined under Rule 2 of the 1-1-2011 Agreement. If an MP position is held by a UP North employee pursuant to Section 2.a., any MP employee eligible to exercise seniority to that position under Rule 2 will be considered senior to the UP North employee.
 - b. UP North positions:
The senior employee will be determined under Appendix T of the 7-1-2001 Agreement. If a UP North position is held by an MP employee pursuant to Section 2.c., any UP North employee eligible to exercise seniority to that position under Appendix T will be considered senior to the MP employee.
 - c. UP North and MP employees remain subject to displacement by senior employees under their respective agreements even when filling a "percentage" position assigned to the other road.
4. Walk Off Provisions:
- a. Employees holding seniority rights under either the 1-1-2011 Agreement or Appendix T of the 7-1-2001 Agreement who are not agreeable to moving with their assignment and having an assembly point off their home road/region territory, must personally notify their supervisor at least ten (10) working days prior to their assignment leaving their home road/region territory. If given orally, written confirmation of same will be promptly furnished and, in any event, before the employees vacate their assignment. Employees, who do not provide such notice, may be required to travel and assemble for work off their home road/region territory and release from their assignment would then be controlled by b. below, or the normal provisions of the appropriate Collective Bargaining Agreement. However, an employee accepting a Group 20, 26 or 27 position assembling within his home road/region territory that is leaving that territory in less than ten (10) working days from the date of his arrival on the gang who is not agreeable to moving with his assignment and having an assembly point outside his home road/region territory, will be allowed to vacate his assignment when it leaves his home road/region even though he was unable to provide the ten (10) working days notice.
 - b. Employees holding seniority rights under either the 1-1-2011 Agreement or Appendix T of the 7-1-2001 Agreement may vacate their assignment and exercise seniority if their assembly point is located off their home road/region territory and is in excess of five hundred (500) normal roadway traveled miles from their respective home station by the most direct route. Such employees must personally provide ten (10) working days notice to their supervisor before vacating their assignment. If given orally, written confirmation of same will be promptly furnished and, in any event, before the employees vacate their assignment. If prior to vacating their assignment the assembly point is changed to a location which is not outside their home road/region territory, or the employees involved rescind their notice to the supervisor in writing, the employees' notice and scheduled departure will be canceled. While it is recognized the employees must be released no later than the close of shift of the tenth

(10th) work day after notice has been given, the supervisor and the employee involved may agree to a date of release prior thereto.


- i. For the application of this provision only, the term "home station" means the employee's residence except in instances where the residence is located off-line or off the employee's home road/region territory in which case the home station will be an on-line station identified in the Carrier's timetable that is within the employee's home road/region territory and nearest the employee's point of residence.
 - ii. An employee's home station will not change when trackage upon which his home station is located has been abandoned, leased or sold. The employee's home station will change only when his point of residence is relocated. For those employees who accept a relocation allowance in connection with an abandonment, lease or sale of trackage, the above provision will be applicable. This understanding applies to all past and future abandonments, leases and sales of trackage, except for those which occurred prior to an employee entering service.
5. Except as specifically addressed herein, employees working under this TRT Agreement will be governed by the terms of the 7-1-2001 Agreement.
 - a. Respective rates of pay for positions assigned to the system operations listed herein will be established at the highest prevailing rates being allowed Maintenance of Way employees filling similar respective assignments on the Consolidated System Gangs, as identified in Appendix T and the respective MP assignments as identified by the 1-1-2011 Agreement. Rates of pay established under this provision will be subject to all future general wage increases, including cost of living allowances (COLAs).
 - b. Employees may choose a different type of travel than Highway Travel (e.g. air and rail) to make rest day round trips to their home. Upon receiving a receipt of payment for another form of travel, the Carrier will pay the employee a travel allowance based on the Rule 36 Section 7 (a) calculation formula used for highway travel of the 7-1-2001 Agreement. It is agreed that the Carrier will make every effort to accommodate employees who have made advance travel reservations/arrangements, so that the travel schedule is not adversely impacted.
 - c. In the event that an MP employee becomes protected under the February 7, 1965 Agreement while working a position covered by this Agreement, his protected rate will be at the MP wage rate for the equivalent position.
6. Preservation of Employment Opportunity
 - a. It is understood that for the term of this Agreement and while the TRT909 is working on MP territory, the Carrier will protect the work of eighty-six (86) MP employees who otherwise would have been involuntarily furloughed who meet the following criteria:
 - i. Who are not involuntarily furloughed as of the date of this Agreement; and
 - ii. Who hold seniority rights under the 1-1-2011 Agreement as of the date of this TRT Agreement.
 - b. It is understood that for the term of this Agreement and while the TRT909 is working on UP North territory, the Carrier will protect the work of eighty-

- six (86) UP North employees who otherwise would have been involuntarily furloughed who meet the following criteria:
- i. Who are not involuntarily furloughed as of the date of this TRT Agreement; and
 - ii. Who hold seniority rights under the 7-1-2001 Agreement as of the date of this Agreement.
- c. The process for this protection is included as Attachment B.
 - d. It is recognized that exceptions to this Section will be made for furlough due to weather and other similar emergencies.
7. No UP North employees will establish seniority under the MP agreement as a result of this agreement. UP employees will continue to work under the 7-1-2001 Agreement. No MP employees will establish seniority under the UP agreement as a result of this agreement and, except as provided herein, will continue to work under the 1-1-2011 Agreement.
 8. No exercise of seniority or failure to exercise seniority to positions on the TRT909 production crew during the period of this Agreement will have any effect on an employee's eligibility for protection under the February 7 Agreement, as amended. Additionally, those employee protective conditions attaching to projects funded through the ARRA and/or PRIIA shall be considered included in this Agreement by this reference, if applicable.
 9. It is agreed that the IAM-represented Equipment Mechanics assigned to the TRT909 production crews will be allowed to follow their work onto the MP Territory for the term of this Agreement. No BMWED Equipment Mechanics on the MP Territory will be cut off during the time that IAM-represented Equipment Mechanics are working on the MP Territory
 10. A complete copy of this Agreement will be printed and distributed to all UP North and MP employees. The Carrier will also distribute a copy of the 7/1/2001 CBA to all MP employees and, upon request, to UP North employees who do not already possess a copy of same.
 11. If any problems or disputes arise regarding the application of this Agreement, the General Chairmen and Labor Relations will immediately meet in an attempt to resolve any and all issues.

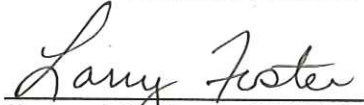
This understanding is without prejudice to the position of either party and will not be cited in the future. Agreed on this 16th day of November 2010.

AGREED:


General Chairman BMWED


General Chairman BMWED


General Chairman BMWED



General Chairman BMWED


General Chairman BMWED

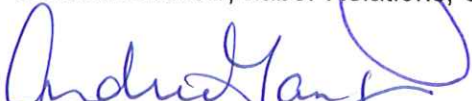

General Chairman BMWED

APPROVED:


Vice President BMWED


Vice President BMWED


General Director, Labor Relations, UPRR


AVP, Labor Relations, UPRR

ATTACHMENT A

Equipment/Function Contracted	Number of Contractor Employees	Reason Contracted
TRT-909 operated by Harsco	14 Harsco employees (which includes 3 supervisors) during operations. 9 Harsco employees will performance equipment maintenance during the off hours.	The equipment is owned and operated by Harsco who operate it on our projects under a service agreement. 9 UP BMWWE employees are assigned to work with the 11 Harsco employees during operation.
In-Track Welder by Holland	1 Holland Technician	The equipment is owned by Holland and a Holland Technician is assigned to calibrate the machine and check welds. 3 UP BMWWE employees are assigned to work on the in-track welding operations along with the Holland employee.
Shoulder Cleaner by Loram	1 Supervisor and 3 Operator/Mechanics	UPRR has used this service by Loram on various projects as needed because of the terrain of the project and UPRR does not own any similar equipment.
Hy-Tracker by Dobbas (On and Off-Track)	1 Operator Equipment performs OTM removal, grade work, ditching and undercutting.	UPRR has two hybrid excavators such as the Dobbas equipment; one of which will also be used on this project. The other will be protecting the Feather River Canyon.
Multi-Purpose Machine by Herzog	1 Operator Equipment performs ditching, grade work and various clean up duties (on track only)	UPRR has used this service on various projects as needed due to ballast replacement, limited access to the track and efficiency (equipment is self-powered).
Asphalt and Crossing Paving by Holland Paving	4-7 Employees, varies by need	UPRR has used this service and contractor employees are supervised by BMWWE employees on the project.
Vacuum Truck by Hulcher	2 Operators	UPRR has used this service as we don't have similar equipment needed to remove the ballast from bridges.
Roadsafe Crossing Agency	1 Supervisor, various number of flagmen	UPRR has used this service historically, which is responsible for physical closure of crossings, coordination of closure with the community involved and flagging, as needed.

The following procedures will govern the method of identifying an employee as one of the eighty-six (86) MP or eighty-six (86) UP North employees "protected" under Section 6 of the Interim TRT909 Agreement:

1. An employee whose position is abolished or who has been displaced from his or her position by a senior employee in the exercise of seniority must call the IVR or look up on Itrakforce and on the designated listing of TRT positions what positions are available for displacement.
2. If the employee has no positions for displacement in the normal exercise of seniority rights under their appropriate Collective Bargaining Agreement, the employee shall call their designated NPS representative to be placed on the list of "protected employees" pursuant to Section 6.
3. After being placed on the "protected employees" list, the Carrier will fulfill one of the following options, in order:
 - a. Assign the employee to work extra in the gang in which previously assigned prior to the abolishment or displacement;
 - b. Assign the employee to work extra as a track laborer, subject to expenses pursuant to the provisions of the appropriate Collective Bargaining Agreement.
 - c. A "protected employee" not placed as an extra employee shall receive eight (8) hours compensation at the rate of the position last held. Such compensation will be paid for five (5) out of every seven (7) day period.
 - d. Notice of assignment to extra positions will be given to the General Chairmen at the time assignments are made.
4. Employees holding extra positions due to being "protected" under the Interim TRT909 Agreement shall be subject to displacement by senior employees when such employee is unable to hold a permanently assigned position pursuant to paragraph 2 above.
5. Employees working extra must continue to bid permanently assigned vacancies according to their seniority.
6. Extra positions will be abolished at the term of the Agreement and, if still needed, bid as permanently assigned positions pursuant to the provisions of the appropriate Collective Bargaining Agreement.

ATTACHMENT C

This is in reference to the Interim TRT909 Agreement providing for the assignment of TRT909 production crew assignments.

MP seniority, based upon Rule 1 of the 1-1-2011 Agreement, will be listed on an MP Bid List in classifications reflecting the identical classification in the appropriate UPRR System Gang seniority rosters, as shown in Appendix Y of the 7-1-2001 Agreement, in the following manner:

MP Classification	UPRR Group	UPRR Classification
Foreman	Group 26(a)	System Gang Foreman
Assistant Foreman	Group 26(b)	System Assistant Extra Gang Foreman
Roadway Machine Operators	Group 26(c)	System Track Machine Operator
Truck Operator Six Ton Plus	Group 26(d-2)	System Gang Semi-Truck Operator
Truck Operator	Group 26(d-3)	System Truck Operator/Bus
Trackmen	Group 26(e)	System Extra Gang Laborer
Roadway Machine Operators	Group 20(a)	Roadway Equipment Operator <ul style="list-style-type: none"> • Multi Crane • Back Hoe • Crawler Hoe • Brandt Truck • Hy-Tracker • End Loader • Crawler/Dozer • Undercutter Operator • Ditch Witch
Division/District Welders	Group 27(b)	Track Welder
Division/District Welder Helpers	Group 27(d)	Track Welder Helpers