

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Union Pacific (Carrier) is continually upgrading its track maintenance equipment and desires to retain employees on this equipment who can obtain maximum utilization from their operation.

IT THEREFORE IS AGREED:

Section 1.

(a) The following types of equipment have been identified as restricted positions that the carrier desires employees to remain with for an extended period of time.

- (1) Continuous Action Tampers
- (2) Mobile Electric Flash Butt Welder (Holland, Chemtron, Plasser, etc)
- (3) Brandt Power Unit
- (4) Track Finishing Machine
- (5) Ballast Vacuum Excavator
- (6) Tie Laying Machine
- (7) Crawler Hoe Excavator

(b) The carrier may assign a maximum of ten (10) positions to work in support of these restricted positions. Such positions will also be restricted and subject to the provisions of this agreement. If the Carrier desires to designate more than ten (10) support restricted positions, agreement must be obtained from the General Chairmen.

Section 2.

(a) These positions will be bulletined in accordance with the applicable rules of the collective bargaining agreement dated July 1, 2000 to the appropriate division, district or system seniority roster. The bulletin will identify it as a "restricted position(s)".

(b) An employee assigned to a restricted position will remain on the position for a minimum of six (6) months and will not be allowed to apply for bulletined assignments. An employee bidding away from such position after the completion of the six (6) month period will be released within twenty (20) calendar days. If the new incumbent to the restricted position is already qualified, the release will coincide with the new incumbent's arrival. An

employee assigned to a restricted position may bid to other positions while in his/her six (6) month restricted period as long as the effective date of such position is subsequent to the end of the employees' six (6) month restricted period.

(c) An employee assigned to a restricted position who is recalled to a higher class will not be required to respond to recall in order to retain seniority in the higher class.

(d) Only a qualified senior employee who has been displaced from a restricted position or whose restricted position has been abolished may displace an employee assigned to a restricted position. *Cannot displace another restricted, if disqualified from restricted.*

(e) Release from a restricted position prior to the completion of the six (6) month period will be allowed for documented hardship reasons that involve the personal health of the employee, the personal health of an immediate family member, or other extenuating reasons. The employee's Director or his designee and the employee's General Chairman will have to agree to such a release. An employee granted a hardship release will be allowed to exercise seniority rights pursuant to the terms of the collective bargaining agreement.

(f) In initially establishing a restricted position, Carrier will advertise the position. Employees may bid on this position using their appropriate seniority in that class. Assignment will be made to the senior employee in that class irrespective of qualifications. The position will be advertised sufficiently in advance to allow successful bidders the opportunity to qualify.

(g) Employees will not be required to exercise their seniority to a restricted position to retain their seniority or to protect any benefits derived from the February 7, 1965 Agreement unless such protection was established on a restricted position.

Section 3.

(a) The rate of pay for the restricted positions identified in Section 1(a) will be \$21.59 per hour and will be subject to subsequent wage and cost of living allowance increases. If Carrier elects to assign additional support restricted positions pursuant to Section 2(a), they will be compensated at a rate of \$1.50 per hour above the rate for that position.

(b) Each employee assigned to a restricted position for a period of at least six months will be entitled to a lump sum payment equal to five (5) percent of his compensation earned during each calendar year on that position. All compensation received pursuant to this section will not exceed a total of one thousand dollars (\$1000.00). If the restricted position is abolished before the completion of the six-month period, the employee will receive the accumulated amounts earned under this provision. Such payments will be made not later than January 31st of the year following the year in which

the payment is earned.

Section 4.

(a) Restricted position(s) may work a workweek of four days of ten hours each if agreeable with the majority of employee(s) assigned to the gang(s) and the manager. The workweek unless otherwise agreeable with the employee(s) will be Monday through Thursday and rest days of Friday through Sunday. The ten-hour day will include twenty minutes for lunch without deduction of pay. Unless otherwise provided all hours worked outside of the ten-hour schedule will be compensated at the applicable overtime rates of pay.

(b) If a holiday falls on Monday or on Thursday within the scheduled workweek, the employee(s) assigned to the gang will observe the holiday and work at the straight time rate of pay an additional forty minutes on the three remaining workdays. If the holiday falls on Tuesday or Wednesday of that workweek, the holiday will be observed Thursday and the employee(s) will work an additional forty minutes on the three remaining days. Employees will receive eight (8) hours compensation for the holiday.

Employees who are required to work on a recognized holiday, or are required to work on a day substituted for a recognized holiday will be compensated for such service at the applicable overtime rates in addition to the holiday pay. Substitution of holiday will be governed by Rule 25 (k) of the Agreement signed April 18, 2001.

The rules applicable to holidays occurring on rest days will remain the same.

(c) Qualification for all fringe benefits including but not limited to vacation and holiday qualifications, unemployment insurance, medical and dental insurance and Railroad Retirement contributions, employees assigned to a four day work week will be allowed credit of one and one quarter days for each day worked.

(d) A four-day workweek on an individual gang established pursuant to this agreement may be abolished by serving a fifteen-day written notice by a majority of the employees assigned to the gang or by the carrier's officer over the gang.

Section 5.

(a) If agreeable with the manager and a majority of employees assigned to a gang where a restricted position is assigned or the employee assigned to a restricted position working independently, such gang or independent position may work either a compressed work half or a consecutive work half. A compressed work half will not exceed eight days. A compressed work half may begin on the first, eighth, sixteenth, or twenty-third of each month. A copy of the written vote of the members of the gang or employee will be provided the General chairmen.

(b) A compressed work half is defined as working all the hours in a pay period on consecutive days but not to exceed eight days. Consecutive work half is defined as working consecutively all the workdays in a pay period.

(c) Employees working a compressed workweek, compressed work half will not receive less straight time pay he or she would have earned based upon the number of workdays in the half.

(d) If Carrier wishes to work an alternate work schedule other than as provided in Section 4 and Section 5(a) above, affected employees will be notified at least fifteen (15) working days in advance of the proposed change, with a copy of the notice provided to the General Chairmen. Upon written concurrence of the employees involved and the General Chairmen, the alternative schedule may be implemented. Such alternative schedules will be implemented on the first of the month and will have consecutive rest days.

Section 6.

If these positions are bulletined to work with gangs working alternative work schedules pursuant to other agreements, these restricted positions will work the same schedule as the other gang. There will be no duplication of benefits as between the two agreements.

Section 7.

The provisions of this agreement will take precedence over provisions of any rules of the collective bargaining agreement or other agreements in which it may be in conflict.

Section 8.

This Agreement is entered into on a non-precedential basis with the express understanding that it will not be referred to by either party in any other forum whatsoever, except to enforce its terms.

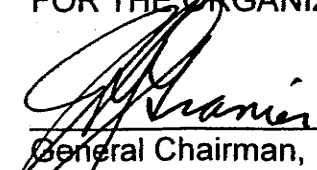
Section 9.

Either party may cancel this Agreement during the twenty four months following the date of the agreement by serving upon the other party a written notice of cancellation, which will take effect ninety days after receipt by the other party. Thereafter, the agreement may be canceled or modified only by complying with the provisions of the Railway Labor Act, as amended.

This agreement will become effective on September 1, 2003.

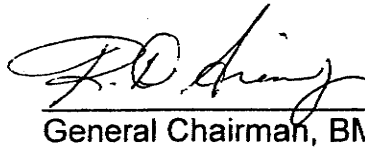
Signed in Omaha, Nebraska, this 15th day of July, 2003.


FOR THE ORGANIZATION:


General Chairman, BMW


General Chairman, BMW


General Chairman, BMW

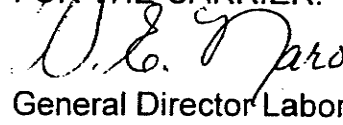

General Chairman, BMW


General Chairman, BMW

APPROVED:


Vice President, BMW

FOR THE CARRIER:


General Director Labor Relations



February 24, 2005

File 210-13

Mr. H. J. Granier
General Chairman BMWWE
302 E Broadway Suite B
Mayfield KY. 42066

Mr. B. R. Palmer
General Chairman, BMWWE
P O Box 2767
Longview, TX. 75606-2767

Mr. L. D. Riley
General Chairman, BMWWE
3626 Hotze Rd.
Salem, IL. 62881

Mr. R. D. Sanchez
General Chairman, BMWWE
350 N. Sam Houston PKWY. E. Ste. 202
Houston, TX. 77060

Mr. S. Triebel
General Chairman BMWWE
Route 2 Box 250A
Coffeyville, KS. 67337-8741

Gentlemen:

This is to confirm our various discussions concerning adding the Tracker Tie Unloading Machine to the "Restricted Position Agreement" effective September 1, 2003.

During those discussions, it was agreed to add this specialized piece of equipment to the restricted position agreement and all rights and obligations will apply to this machine in the same manner. However, this agreement does not supercede or affect any previous rights or practices previously established with regard to how the Carrier has the work performed.

If the foregoing correctly sets forth the understandings reached in conference, please sign in the spaces provided below.

Yours truly,

A handwritten signature in black ink that reads "W. E. Naro".

W. E. Naro
General Director Labor Relations

Wayne E. Naro
General Director

UNION PACIFIC RAILROAD
1400 Douglas St., Stop 0710, Omaha, NE 68179-0710


AGREED:


General Chairman, BMW

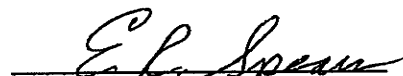

General Chairman, BMW


General Chairman, BMW


General Chairman, BMW


General Chairman, BMW

APPROVED:


Vice President, BMW



September 15, 2004

L/R File: 210-13

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Mr. H. J. Granier
General Chairman BMW
302 E Broadway Suite B
Mayfield KY. 42066

Mr. B. R. Palmer
General Chairman, BMW
P O Box 2767
Longview, TX. 75606-2767

RECEIVED

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B. M. W. E.

Mr. L. D. Riley
General Chairman, BMW
3626 Hotze Rd.
Salem, IL. 62881

Mr. R. D. Sanchez
General Chairman, BMW
350 N. Sam Houston PKWY. E. Ste. 202
Houston, TX. 77060

Mr. S. L. Triebel
General Chairman, BMW
Route 2 Box 250A
Coffeyville KS 67337-8741

Gentlemen:

This is to confirm our discussions concerning Carrier's desire to increase its utilization of the Harsco G-043 Under Cutter, which is commonly referred to as the Super Gopher,

On the Southern and Texas Districts, the Carrier has in operation a number of these super gophers. A single machine operator operates each super gopher. It is the desire of the Carrier to utilize these machines throughout the Southern and Texas Districts.

It therefore was agreed that effective November 1, 2004, these machines will be operated according to the following provisions:

1. These machines will be advertised to the machine operator classification on each division on the Southern and Texas Districts where the machine may work. Employees may bid upon these positions utilizing their division machine operator seniority date. Assignment will be made to the senior employee irrespective of qualifications. The position will be advertised sufficiently in advance to allow successful bidders the opportunity to qualify.

Wayne E. Naro
General Director

UNION PACIFIC RAILROAD
1400 Douglas St., Stop 0710, Omaha, NE 68179-0710

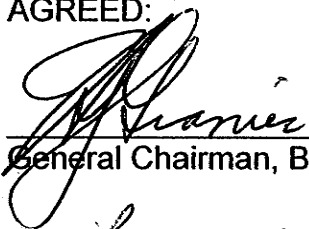
2. If an undercutter is re-bulletined, an employee, who has made application pursuant to the Letter of Understanding dated July 9, 2003 to be trained on that machine, has not been given the opportunity to be trained, bids on the machine, and is the senior bidder, he/she will be assigned and given the opportunity to qualify.

3. Employees assigned to this equipment may operate such equipment on any division on the Southern or Texas Districts on which the machine has been bulletined. Such employees will retain and continue to accumulate seniority on their respective seniority division but will not establish seniority on any other division or district as a result of the operation of this equipment.

4. Employees assigned to these machines will be compensated at an hourly rate of \$20.33 and will receive actual and necessary expenses.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the spaces provided below.

AGREED:


General Chairman, BMW


General Chairman, BMW


General Chairman, BMW

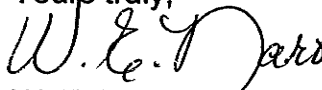

General Chairman, BMW


General Chairman, BMW

APPROVED:


Vice President, BMW

Yours truly,


W. E. Naro