

INTERIM TRT909 AGREEMENT
Between
UNION PACIFIC RAILROAD COMPANY
And
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION

This is to confirm our discussions concerning the Carrier's use of the entire TRT909 concrete production crew beginning approximately on September 1, 2010 and continuing until December 31, 2010, or the completion of work on the high speed rail project on the MP Illinois Division, whichever is earlier, utilizing a maximum of 145 employees holding seniority under the UP/BMWED collective bargaining agreement dated July 1, 2001. The work will be performed on the MP Illinois Division as described by the UP/BMWED (MP) collective bargaining agreement dated July 1, 2000.

1. In order to accomplish the work in a timely manner and to train MP South employees (MP) on the TRT processes, it was agreed to utilize the TRT909 machine and the UP North employees (UP) assigned to its work group for TRT work for the described four (4) month period with the following understanding:
 - a. The Carrier will bulletin 23 MP on-line positions to support the TRT909 process for the term of this agreement. These positions are identified as: 4 track foremen, 2 assistant track foremen, 11 machine operators (3 gantry cranes, 2 clipper/declipper, 4 SPTMOs, 1 hydracker and 1 rail puller), 4 special power tool trackmen (dunnage), 1 welding foreman and 1 welder helper and will be assigned to the senior employees on the MP consolidated system list without respect to qualifications. These positions will be restricted from bidding off or displacement.
 - 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.

2. 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 one hundred and twenty-two (122) MP employees who otherwise would have been involuntarily furloughed who meet the following criteria:
 - a. Who are not involuntarily furloughed as of the date of this Agreement; and
 - b. Who hold seniority rights under the agreement of July 1, 2000 as of the date of this Agreement.The process for this protection is included as Attachment B.
It is recognized that the exception to this Section will be made for furlough due to weather and other similar emergencies.

3. The Carrier will recall any furloughed BMWED (MP) employees in accordance with the seniority and assignment provisions of Paragraph 1 and offer them work opportunity on one of the 23 MP positions that goes unfilled.

Neither the 23 assigned MP employees referred to above nor the UP employees assigned to the TRT909 process will have their position abolished during the duration of this agreement, as long as the TRT909 production crew is working.

4. It is the intent of all parties that the MP employees assigned to this work will be on those positions training and qualifying on the equipment. MP employees assigned to machines

who become qualified will be shown as qualified in the machine operator qualification database.

5. The 23 MP positions described in Section 1 and the corresponding UP positions on the TRT909 production crew will have the same work and rest days.
6. MP employees assigned to the TRT909 production crew working under this agreement will be allowed the UP rates of pay for all hours compensated. 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.
7. For the period of time covering this Agreement, any employee from the UP TRT 909 production crew who elects not to perform work with these gangs will be afforded a full exercise of seniority pursuant to the applicable CBA, subject to reasonable notice to management of at least one work half. It is further understood that employees who travel with, are assigned to or displace to positions working on the TRT909 production crew while on MP territory will be allowed the ability to vacate Group 20, 26 or 27 positions as provided in the above-referenced Collective Bargaining Agreement provisions when the TRT909 leaves the MP Illinois Division.
8. Vacancies occurring on the 23 MP positions delineated in Section 1 on the TRT909 production crew during the term of this agreement will be filled pursuant to the provisions of Section 1 of this Agreement. All other vacancies will be filled from the UP/MP consolidated system list in accordance with the current rules for filling positions under the UP Collective Bargaining Agreement dated July 1, 2001 (see Attachment C).
9. The Carrier will not recall any employees to or from gangs that comprise the TRT909 production crew. Nothing in this agreement restricts qualified UP employees from exercising seniority over any Group 20, 26 or 27 position assigned to a UP employee on the production crew; likewise, nothing in this agreement restricts qualified MP employees from exercising seniority over any position on the TRT909 production crew assigned to an MP employee, except for the 23 restricted positions listed in Section 1.
10. No UP employees will establish seniority under the MP agreement as a result of this agreement. UP employees will continue to work under the agreement effective July 1, 2001. 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 agreement effective July 1, 2000.
11. 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.
12. 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 Illinois Division for the term of this Agreement. No BMWED Equipment Mechanics on the MP will be cut off during the time that IAM-represented Equipment Mechanics are working on the Illinois Division.

13. 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 10th day of August 2010.

AGREED:

Dennis R. Albers

General Chairman BMWED

D. A. King

General Director, Labor Relations, UPRR

Larry L. Foster

General Chairman BMWED

Adel Fay

AVP, Labor Relations, UPRR

Chris

General Chairman BMWED

Chris Morgan

General Chairman BMWED

Wayne E. Morrow

General Chairman BMWED

L. D. Riley

General Chairman BMWED

APPROVED:

R. D. Smith

Vice President BMWED

David J. Thomas

Vice President BMWED

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 operator/driver	The equipment is owned and operated by Holland. 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.

ATTACHMENT B

The following procedures will govern the method of identifying an employee as one of the one hundred and twenty-two (122) MP employees "protected" under Section 2 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 what positions are available for displacement.
2. If the employee has no positions for displacement in the normal exercise of seniority rights under the Collective Bargaining Agreement dated July 1, 2000, the employee shall call their designated NPS representative to be placed on the list of "protected employees" pursuant to Section 2.
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 under either Rule 36 or Rule 41(B) of the Collective Bargaining Agreement, as appropriate, if the position is more than fifty (50) highway miles from the employee's residence.
 - 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 Collective Bargaining Agreement dated July 1, 2000.

ATTACHMENT C

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

MP seniority, based upon MP Rule 1, 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 the current UPRR Appendix Y, in the following manner:

MP Classification	UPRR Group	UPRR Classification
System Rail Gang Foreman (Roster 5600) Tie Gang Foreman (Rosters Eastern, Western, Texas and Southern) All Division Foremen (Superior date only)	Group 26(a)	System Gang Foreman
System Rail Gang Assistant Foreman (Roster 5600) Tie Gang Assistant Foreman (Rosters Eastern, Western, Texas and Southern) All Division Assistant Foremen (Superior date only)	Group 26(b)	System Assistant Extra Gang Foreman
Roadway Machine Operators (Roster 5600) Machine Operators (Rosters Eastern, Western, Texas and Southern) All Division Machine Operators (Superior date only)	Group 26(c)	System Track Machine Operator
Six Ton Plus	Group 26(d-2)	System Gang Semi-Truck Operator
Two Ton Plus	Group 26(d-3)	System Truck Operator/Bus
Trackmen (Roster 5600) Trackmen (Rosters Eastern, Western, Texas and Southern) All Division Trackmen (Superior date only)	Group 26(e)	System Extra Gang Laborer
Machine Operators (Roster 5600) Machine Operators (Rosters Eastern, Western, Texas and Southern) All Division Machine Operators (Superior date only)	Group 20(a)	Roadway Equipment Operator
Division/District/System Welders	Group 27(b)	Track Welder
Division/District/System Welder Helpers	Group 27(d)	Track Welder Helpers

ATTACHMENT C

When employees apply for bulletined Group 20, 26, and 27 positions, assignments will be handled as follows:

1. When bids are received from employees on the UPRR Consolidated System Gang roster only, the rules of Appendix T will apply for assignment.
2. When bids are received from only MP employees, the employee listed on the applicable MP Bid List with the superior ranking will be assigned.
3. When bids are received from MP employees, as well as employees from the UPRR Consolidated System Gang roster, the UPRR Consolidated roster employee who would normally receive the assignment will compete with the senior MP employee from the MP Bid List for the assignment, with the employee having the senior hire date in the Maintenance of Way department being assigned.