

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

This is to confirm our discussions concerning the creation of a separate Subdepartment for the System Bridge and Building Subdepartment's Hoisting Engineers and Assistant Hoisting Engineers.

IT THEREFORE IS AGREED:

Section 1.

(a) The following sub-paragraph (i) is added, to the language of the Scope of the Collective Bargaining Agreement between the Brotherhood of Maintenance of Way Employes and the Union Pacific Railroad Company effective July 1, 2000;

System Hoisting Engineers and System Assistant Hoisting Engineers
(40 ton + Locomotive Cranes)

(b) Separate seniority rosters will be established for the new System Hoisting Engineers and System Assistant Hoisting Engineers Sub-Department from the appropriate B&B Rosters Nos. 4900 (South) and 5000 (North). The seniority territories will remain as defined in Rule 12(e) (2).

(c) The rate of pay for System Hoisting Engineers will be \$24.20 per hour. The rate of pay for System Assistant Hoisting Engineer will be \$23.86 per hour. These rates will be subject to subsequent wage and cost of living allowance increases.

(d) Headquarters of system bridge gangs will be outfit cars. In lieu of outfit cars, the per diem allowance for on-line gangs will be applied.

(e) All System Hoisting Engineers positions will be assigned in the following manner:

1. Assign the senior qualified employee making application and holding seniority in class.
2. Assignment of the senior qualified employee from the System Assistant Hoisting Engineer Roster making application.
3. Assign the senior employee retaining seniority on the System Hoisting Engineer Roster making application and not previously qualified.

4. Appointment of the junior unassigned qualified employee from the System Hoisting Engineer Roster working in a lower rated class in the B&B Subdepartment.
5. Appointment of the junior qualified employee from the System Assistant Hoisting Engineer Roster.

(f) All System Assistant Hoisting Engineers positions will be assigned in the following manner:

1. Assign the senior qualified employee making application and holding seniority in class.
2. Appointment of the junior unassigned employee from the System Assistant Hoisting Engineer Roster working in lower class who is qualified as a System Hoisting Engineer.
 - a) If at any time a System Assistant Hoisting Engineer refuses appointment to a System Hoisting Engineer position for which qualified, the employee will forfeit all seniority in the subdepartment. If currently assigned as an System Assistant Hoisting Engineer, they will be released from their position and allowed to exercise their seniority in accordance with the collective bargaining agreement. It is further understood that the employee will not be allowed to make application for the vacated position.
3. Allow an employee to establish seniority based on ability, merit and length of service. Ability and merit being sufficient, with management to be the judge subject to appeal, the employee with the greatest length of service in the Maintenance of Way Department will be assigned.

(g) Employees wishing to establish seniority in this subdepartment must first establish System Assistant Hoisting Engineer seniority. Employees establishing System Assistant Hoisting Engineer seniority in this subdepartment will be given an identical System Hoisting Engineer seniority date as that of his System Assistant Hoisting Engineer seniority date upon promotion to Hoisting Engineer.

(h) When System Hoisting Engineers and their System Assistant Hoisting Engineers are assigned to work with other work groups, they may be assigned the same work hours and rest days as the groups they are supporting.

(i) Employees who retain seniority on the system bridge, system rail, district or division rosters will not suffer a forfeiture of any such seniority as a result of being assigned to the position of System Hoisting Engineer and System Assistant Hoisting Engineer.

(j) Seniority in this subdepartment will be considered an equal classification to the Group 1 Foreman in the application of Rule 2(b) and (f). Employees assigned to a Group 1 Foreman position will not be subject to recall to the System Hoisting Engineer and System Assistant Hoisting Engineer subdepartment positions.

Section 2

(a) Employees assigned to bulletined System Hoisting Engineer and System Assistant Hoisting Engineer positions, who have not yet established qualifications, will be given adequate time and training to become qualified for a System Hoisting Engineer position. The Carrier will make every reasonable effort to schedule training on a seniority basis.

(b) Employees will be paid for all training at their regularly assigned rate of pay. Employees may elect to receive actual necessary reasonable expenses in lieu of on-line expenses while attending training. However, there will be no duplication of benefits.

(c) Upon completion of the training program and qualifying as a System Hoisting Engineer, an employee will be provided a set of tools to perform the routine servicing and maintenance of locomotive cranes.

(d) Employees assigned to operate locomotive cranes, as provided herein, must be competent to perform routine servicing and maintenance of the crane and perform other incidental work.

(e) The employee must be capable of passing required examination and any state or federal requirements. Carrier will reimburse the employee for any costs for required operator licenses.

(f) If a System Hoisting Engineer that was not previously qualified or a System Assistant Hoisting Engineer is not able to satisfactorily pass any portion of the Carrier's training program they will be rescheduled for the first available opportunity to requalify. If after two attempts they are unable to complete the training program, they will be disqualified from the program and they will not be allowed to make application into the subdepartment for a period of 1 year. If the employee is not able to pass any portion of the training program again, they will be disqualified and their seniority in the subdepartment will be removed. These employees will not be assigned to another position in the subdepartment unless otherwise agreed by Labor Relations and the General Chairman. It is further understood that if a disqualified employee fails to make application for the position in which disqualified at the first opportunity following the 1 year period, his name will be removed from the subdepartments seniority rosters.

(g) If an employee is disqualified from a System Hoisting Engineer or System Assistant Hoisting Engineer position they will be notified in writing with the reasons for the disqualification. Employees will have the right to a hearing if a written request is made by the employee to their immediate supervisor within ten (10) calendar days from

date of disqualification. The Carrier will make every effort to schedule and hold the hearing within thirty (30) calendar days from the date the request is received by the supervisor. Failing to dispose of the complaint in such hearing, appeal may be taken in accordance with Rule 22.

Section 3

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

(b) 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.

This agreement will become effective on November 16, 2008.

Signed in Omaha, Nebraska, this 4th (DAY) of November (MONTH), 2008.

FOR THE ORGANIZATION

Dennis R. Albers
General Chairman

Z. D. Riley
General Chairman

Jeffrey S. Lamb
General Chairman

A. Warner
General Chairman

Gary L. Foster
General Chairman

APPROVED:

R. D. Smith
Vice President

FOR THE CARRIER

W. E. Naro
General Director, Labor Relations

B. W. Hargues
Director, Labor Relations