

November 29, 2010

280-1
230-S64-II-1149T

Mr. Jim Wisniski
General Chairman IBEW
8000 Main Street, Suite A
North Richland Hills, TX 76182

Dear Sir:

This refers to the discussion held in conference regarding the contracting notice dated August 19, 2010 for installation of poles, antennas and related equipment necessary for installation of the federally mandated positive train control (PTC) system, during which the parties reviewed the information available regarding the Carrier's operational and business needs in this matter, as well as the staffing levels of the telecommunications department employees. This agreement is being made to address the current issues of manpower levels, work assignments required to complete the federally mandated project, contracting of work, and to provide the parties with the opportunity to address those issues without processing of disputes. Therefore, the following outlines the agreement between Union Pacific Railroad and System Council No. 2 of the International Brotherhood of Electrical Workers on subcontracting of telecommunications equipment installation associated with PTC.

1. Commencing on November 1, 2010, until November 1, 2014, telecommunications equipment installation work associated with PTC may be performed by an outside third party, without necessity of further notice to the Organization pursuant to Article II of the National Agreement dated September 25, 1964. The Organization will provide the Carrier with a list of IBEW-represented contractors, who will be given opportunity to submit bids for PTC installation work which may be performed subject to the terms of this agreement. If their bids are substantially equivalent to bids received from contractors who do not employ IBEW-represented employees, the IBEW-represented contractors will be given preference in awarding of contracts.
2. During the time period of this contracting arrangement and for four (4) months thereafter, the number of telecommunications department positions (IT, DIT, ET) will not be reduced below the actual number of active Technicians on the payroll as of November 1, 2010. Also, vacancies caused by recent promotion of Installation Technicians to ARASA supervisor positions will be backfilled. Furthermore, the Carrier commits to hiring employees for two additional installation crews in the next 60 days, and that additional installation crews will be established during 2010 and 2011. The number of Technicians which

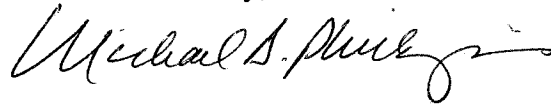
the Carrier commits to maintain pursuant to this agreement will be increased by the number of additional employees described above who are hired during that time period.

3. It is recognized that if an employee is temporarily off due to illness, etc. that the position would not be required to be filled during the temporary absence. Also, when a position is vacated on a permanent basis, the parties recognize the time taken to fill the vacancy will be consistent with how vacancies are filled on a system basis, i.e., as promptly as possible. Unless otherwise agreed, if such vacancies are not filled within four (4) months (120 days), the Organization may file a claim for appropriate relief, in which case it must demonstrate that the Carrier has not made a good faith effort to fill such positions.
4. While a contractor is performing PTC installation work, no telecommunications department employee will be furloughed and the number of Technician positions will be maintained, as described in paragraph 2 above. This language does not create a cap or limit the number of additional positions the Carrier could have working. It is further recognized that this arrangement is not intended to reduce the amount of telecommunications employees' overtime. If the General Chairman asserts that overtime has been reduced, he may request conference to discuss the matter, and if the matter is not resolved in conference, he may progress a claim directly to the Carrier's highest designated officer.
5. Upon request by the General Chairman, the Carrier will furnish a list of contractors and PTC installation projects contracted during the time frame of this agreement. Upon request by either party, the parties will meet to discuss issues of concern which may be identified as the agreement is implemented.
6. This Agreement resolves subcontracting notices issued by the Carrier to date pertaining to PTC installation work, as well as any outstanding claims for PTC installation work.
7. The Carrier will have the right to continue this arrangement for an additional twelve (12) months after November 20, 2014 and will notify the Organization at least forty-five (45) days prior to November 20, 2014 of such decision to extend the arrangement.
8. Either party may cancel this agreement by providing ninety (90) days' written notice. In the event such notice is provided, however, the parties will meet promptly to address the reason(s) for the cancellation and attempt to resolve any issues which prompted the cancellation notice. If the matter cannot be resolved during those discussions, the cancellation notice will be given effect.

The provisions of this Agreement have been designed to address a particular situation. Therefore, the provisions hereof are without prejudice to the position of either party and shall not be cited as precedent in the future by either party, or be referred to in any other case or in the context of any national negotiations to which this Carrier or any other Carrier may be a party.

If the foregoing is in accordance with our discussion and meets with your approval, please so indicate by signing in the space provided below.

Sincerely,



Agreed:



General Chairman, IBEW

November 29, 2010

280-1
230-S64-II-1149T

Mr. Jim Wisniski
General Chairman IBEW
8000 Main Street, Suite A
North Richland Hills, TX 76182

Dear Sir:

This refers to the agreement this date regarding contracting of telecommunications work associated with installation of PTC. During our discussions, the Carrier noted that it intends to focus the use of its own employees to perform work associated with installation of and upgrades to master sites and that contractor crews will focus on PTC wayside installations, although either group may be assigned to work on any aspect of PTC telecommunications installations as necessary. The Carrier also noted that it intends to utilize its own employees to the extent practicable to install and maintain radios associated with PTC.

The parties also agreed that tower installation work such as has been performed by contractors pursuant to advance notice and agreement in the past may continue to be contracted during the period of this agreement without necessity of further notice.

The Carrier further acknowledges that by utilizing contract forces to assist with PTC installation work and tower installation work, this will not affect telecommunications employees' right to maintain such equipment in the future.

If the foregoing is in accordance with our discussion and meets with your approval, please so indicate by signing in the space provided below.

Sincerely,



Agreed:



General Chairman, IBEW

June 29, 2012

280-4, 280-8

Mr. Jim Wisniski
General Chairman IBEW
8000 Main Street, Suite A
North Richland Hills, TX 76180

Re: PTC Senior Electronic Technicians

Dear Sir:

This has reference to our discussions regarding the unique need for PTC Senior Electronic Technicians to perform wayside remote radio and master base radio installations in support of Positive Train Control (PTC) implementation on the Union Pacific Railroad. In order to expedite this project and set expectations to meet the compressed time frame for installing these radios, the Organization and Carrier agree as follows:

1. The Carrier may establish bid PTC Senior Electronic Technician positions that will have an assigned headquarters on either Seniority Districts 2 or 3. Such positions will be categorized as Class 1 positions.
2. The seniority of employees assigned to PTC Senior Electronic Technician positions is unaffected by the terms and conditions set forth herein. This Agreement does not, in and of itself, grant or extend any seniority rights or privileges at any location where an employee does not presently possess seniority pursuant to existing Agreement provisions. Similarly, this Agreement does not limit or extinguish any seniority rights or obligations, except for what may be specifically set forth in this Agreement, held by employees prior to the effective date of this Agreement.
3. PTC Senior Electronic Technician positions are additions to current staff. As such, vacancies created as a result of qualified employees bidding on and assigned to a PTC Senior Electronic Technician position will be backfilled consistent with current system vacancy procedures, i.e. as promptly as possible.
4. Employees assigned to PTC Senior Electronic Technician positions will be expected to travel and perform radio installation work anywhere within Seniority Districts 2 and 3. When performing such work, the PTC Senior Electronic Technician will be considered "on-line" for that purpose and governed by the "on-line" provisions of Rules 31 and 32 of the Collective Bargaining Agreement when required to travel away from their bulletined headquarters.

5. The PTC wayside remote and master base radio installation project is considered a special project pursuant to Rule 8 Section O. Therefore, employees assigned to PTC Senior Electronic Technician positions will be considered on leave of absence from their bulletined headquartered position while performing work under this Agreement.
6. Employees filling a PTC Senior Electronic Technician position will receive Two Dollars (\$2.00) per hour for each hour worked during the period assigned to the PTC radio installation project. The Two Dollar (\$2.00) allowance is not subject to future general wage increases or cost of living allowances.
7. Rule 8 (O) penalties will not apply to these positions while performing PTC radio installations pursuant to this Agreement. Upon the completion of a PTC radio installation assignment, as determined by the Carrier, the PTC Senior Electronic Technician will be released from the provisions of this Agreement and revert back to a Senior Electronic Technician headquartered at the location originally bid per Paragraph 1, above.
8. PTC Senior Electronic Technicians who work off their assigned seniority district during the PTC radio installation project will receive Three Dollars (\$3.00) per hour for work performed while off their district, in addition to the differential identified in paragraph 6, above, as well as any meals and lodging expenses covered by the terms of the Collective Bargaining Agreement.
9. PTC Senior Electronic Technician positions may be required to work a consecutive compressed work half or work week as provided in Rule 2 (K) of the Collective Bargaining Agreement. Such arrangement is limited to this PTC radio installation project work only.
10. This Agreement is entered into to address a unique circumstance. This Agreement will not prejudice the position of either party, will not be referenced in connection with any other case, agreement negotiation (local or national) and may be cancelled upon thirty (30) days written notice by either party to the other.

If you are in agreement with the terms above, please indicate your concurrence by signing and returning an original copy.

Yours truly,



AGREED:



General Chairman, IBEW

UNION PACIFIC RAILROAD
1400 Douglas Street, STOP 0710
Omaha, Nebraska 68179

Sharon Boone General Director Non-Ops

February 5, 2013

280-4, 280-8

Mr. Jim Wisniski
General Chairman IBEW
8000 Main Street, Suite A
North Richland Hills, TX 76180

Re: PTC Senior Electronic Technicians

Dear Sir:

This has reference to our discussions regarding the unique need for PTC Senior Electronic Technicians to perform wayside remote radio and master base radio installations in support of Positive Train Control (PTC) implementation on the Union Pacific Railroad. In order to expedite this project and set expectations to meet the compressed time frame for installing these radios, the Organization and Carrier agree as follows:

1. The Carrier may establish bid PTC Senior Electronic Technician positions that will have an assigned headquarters on either Seniority Districts 1, 4 or 5. Such positions will be categorized as Class 1 positions.
2. The seniority of employees promoted to PTC Senior Electronic Technician positions is unaffected by the terms and conditions set forth herein. This Agreement does not, in and of itself, grant or extend any seniority rights or privileges at any location where an employee does not presently possess seniority pursuant to existing Agreement provisions. Similarly, this Agreement does not limit or extinguish any seniority rights or obligations, except for what may be specifically set forth in this Agreement, held by employees prior to the effective date of this Agreement.
3. PTC Senior Electronic Technician positions are additions to current staff. As such, vacancies created as a result of qualified employees bidding on and assigned to a PTC Senior Electronic Technician position will be backfilled consistent with current system vacancy procedures, i.e. as promptly as possible.
4. Employees assigned to PTC Senior Electronic Technician positions will be expected to travel and perform radio installation work anywhere within Seniority Districts 1, 4 and 5. When performing such work, the PTC Senior Electronic Technician will be considered "on-line" for that purpose and governed by the "on-line" provisions of Rules 31 and 32 of the Collective Bargaining Agreement when required to travel away from their buletined headquarters.

PTC Senior Electronic Technician

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5. The PTC wayside remote and master base radio installation project is considered a special project pursuant to Rule 8, Section O. Therefore, employees assigned to PTC Senior Electronic Technician positions will be considered on leave of absence from their bulletined headquartered position while performing work under this Agreement.
6. Employees filling a PTC Senior Electronic Technician position will receive Two Dollars (\$2.00) per hour for each hour worked during the period assigned to the PTC radio installation project. The Two Dollar (\$2.00) allowance is not subject to future general wage increases or cost of living allowances.
7. Rule 8 (O) penalties will not apply to these positions while performing PTC radio installations pursuant to this Agreement. Upon implementation of PTC on a Seniority District, the PTC Senior Electronic Technician(s) headquartered at that location, regardless if they are working on an adjacent Seniority District, will be released from the provisions of this Agreement and revert back to a Senior Electronic Technician at the location originally bid per Paragraph 1, above.

NOTE: Upon implementation of PTC as set forth herein, the Carrier may request, on a voluntary basis only, to hold employees assigned to PTC Senior Electronic Technician positions under the provisions of this Agreement not to exceed thirty (30) days following said implementation.

8. PTC Senior Electronic Technicians who work off their assigned seniority district during the PTC radio installation project will receive Three Dollars (\$3.00) per hour for work performed while off their district, in addition to the differential identified in paragraph 6, above, as well as any meals and lodging expenses covered by the terms of the Collective Bargaining Agreement. The Three Dollar (\$3.00) allowance is not subject to future general wage increases or cost of living allowances.
9. PTC Senior Electronic Technician positions may be required to work a consecutive compressed work half or work week as provided in Rule 2 (K) of the Collective Bargaining Agreement. Such arrangement is limited to this PTC radio installation project work only.
10. This Agreement is entered into to address a unique circumstance. This Agreement will not prejudice the position of either party, will not be referenced in connection with any other case, agreement negotiation (local or national) and/or dispute resolution and may be cancelled upon thirty (30) days written notice by either party to the other.

If you are in agreement with the terms above, please indicate your concurrence by signing and returning an original copy.

PTC Senior Electronic Technician

If you are in agreement with the terms above, please indicate your concurrence by signing and returning an original copy.

Yours truly,



AGREED:


General Chairman, IBEW

February 5, 2013

Side Letter No. 1
280-4, 280-8

Mr. Jim Wisniski
General Chairman IBEW
8000 Main Street, Suite A
North Richland Hills, TX 76180

Dear Sir:

This has reference to our recent discussions regarding the June 29, 2012 Agreement establishing PTC Senior Electronic Technicians positions, on Seniority Districts 2 and 3, to perform **wayside remote radio and master base** radio installations in support of Positive Train Control (PTC) implementation on the Union Pacific Railroad.

Specifically, the parties agreed to modify Sections 7 and 8 of the above referenced Agreement as follows:

"7. Rule 8 (O) penalties will not apply to these positions while performing PTC radio installations pursuant to this Agreement. Upon implementation of PTC on a Seniority District, the PTC Senior Electronic Technician(s) headquartered at that location, regardless if they are working on an adjacent Seniority District, will be released from the provisions of this Agreement and revert back to a Senior Electronic Technician at the location originally bid per Paragraph 1, above.

NOTE: Upon implementation of PTC as set forth herein, the Carrier may request, on a voluntary basis only, to hold employees assigned to PTC Senior Electronic Technician positions under the provisions of this Agreement not to exceed thirty (30) days following said implementation.

8. PTC Senior Electronic Technicians who work off their assigned seniority district during the PTC radio installation project will receive Three Dollars (\$3.00) per hour for work performed while off their district, in addition to the differential identified in paragraph 6, above, as well as any meals and lodging expenses covered by the terms of the Collective Bargaining Agreement. The Three Dollar (\$3.00) allowance is not subject to future general wage increases or cost of living allowances."

Yours truly,

Sharon Boone

AGREED:

Jim Rissel
General Chairman, IBEW