AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

And the

INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS

SYSTEM COUNCIL NO. 2

This refers to the Agreement dated December 21, 2005, regarding the establishment of monthly-rated Certified Training Instructor (CTI) positions for employees represented by the IBEW.

It is important that CTIs possess the skills and knowledge necessary to teach all aspects of the CTI curriculum, and be able to help facilitate the implementation of new technology in the future. To accomplish these objectives, the parties agree to establish a Three (3) Tier compensation system that will reward a CTI based on their ability to effectively train modules within the Electrical Instruction Curriculum for Certification (EICC), as well as recognizing their tenure.

Therefore, IT IS AGREED:

1. With regard to the December 21, 2005 Agreement establishing CTI positions, the established monthly rate of pay provided in Section 2 thereof is hereby amended and a three (3) tiered system is established for Certified Training Instructors (CTIs) as set forth herein.

2. CTIs hired after the date of this Agreement will begin in Tier 3 and their monthly rate of pay will reflect the Tier 3 monthly rate set forth in the Table below.

3. Eligible employees assigned and working as a CTI on the date of this Agreement will have their monthly rate of pay grandfathered to reflect the Tier 2 monthly rate set forth in the Table below. Likewise, eligible employees assigned to and working a CTI position, who meet the requirements for advancement to Tier 1 prior to the date of this Agreement, will have their monthly rate of pay adjusted to reflect the Tier 1 monthly rate set forth in the Table below.
<table>
<thead>
<tr>
<th>Tenure Requirements</th>
<th>Certification Requirements</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 3</td>
<td>A CTI must remain at Tier 3 for a minimum of six (6) months.</td>
<td>The monthly rate of a newly hired CTI will be $300 less than the monthly rate stated in Tier 2.</td>
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<tr>
<td>Tier 2</td>
<td>A CTI must remain at Tier 2 for a minimum of eighteen (18) months.</td>
<td>The monthly rate of a Tier 2 CTI will be $5998.46 per month, subject to future general wage increases (GWI).</td>
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<tr>
<td>Tier 1</td>
<td>NA</td>
<td>The monthly rate of a Tier 1 CTI will be $400 more than the monthly rate stated in Tier 2.</td>
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</table>

Note: When a CTI becomes certified to teach a module within the Electrical Instruction Curriculum for Certification, the hours associated therewith may only be counted once to reach the minimum certification requirements necessary to advance to Tier 2 or Tier 1 as specified in the Table above.

4. Only CTIs who perform frequent training duties, and are teaching the system standardized technical training modules identified within the Electrical Instruction Curriculum for Certification, are covered under the terms of this Agreement. Employees currently holding or subsequently assigned to a CTI position designated exclusively to the Positive Train Control (PTC) certification process are not covered under the terms of this Agreement.
5. Existing agreement terms and conditions applicable to the establishment of Certified Training Instructor (CTI) positions not specifically modified by this Agreement remain in full force and effect.

6. Issues of interpretation or disputes arising from this Agreement will be handled with the General Chairman and General Director of Labor Relations in accordance with the provisions of the Collective Bargaining Agreement. Upon request by either party, the parties will meet to discuss issues of concern which may be identified as the Agreement is implemented.

7. This Agreement may be cancelled by either party by serving a thirty (30) day written notice on the other party. In the event this Agreement is cancelled, the rate of pay for CTIs as set forth by the terms of the December 21, 2005 Agreement will apply.

8. The modifications set forth herein shall be effective October 1, 2013.

   It is understood that this Agreement covers a unique situation and is made without precedent or prejudice to the position of either party. If you are agreeable to the foregoing, please so indicate in the space provided below.

   Signed this 4th day of September, 2013.

FOR THE  
INTERNATIONAL BROTHERHOOD  
of Electrical Workers  

FOR THE  
UNION PACIFIC RAILROAD  

[Signatures]

General Chairman, IBEW

General Director Labor Relations