

MEMORANDUM OF AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
UNITED TRANSPORTATION UNION
For The Former C&NW Lines Territory

**Interdivisional Service between Chicago, Illinois; Butler, Wisconsin;
Adams, Wisconsin; Altoona, Wisconsin, and Minneapolis, Minnesota**

On March 15, 2004, Union Pacific Railroad Company ("Carrier" or "UP") served notice, pursuant to Article IX of the October 31, 1985 UTU National Agreement, on the United Transportation Union ("Organization" or "UTU") of its intent to establish new interdivisional service between the Northeastern Seniority District No. 2 crews and the Northern Seniority District No. 4 crews between the Chicago Terminal Complex, Illinois (CTC) and Minneapolis/St. Paul Terminal Complex, Minnesota, (Twin Cities). In connection therewith, such service is to be governed and operated in accordance with the provisions of Article IX of the October 31, 1985 UTU National Agreement, as amended.

The parties signatory hereto have agreed, pursuant to the above-cited Article, to the terms and conditions governing this new interdivisional service, which will be combined with the existing unassigned service on the respective seniority districts.

Accordingly, IT IS AGREED:

ARTICLE I - INTERDIVISIONAL SERVICE - OPERATIONS

Section 1: Operations-Chicago, Illinois, Home Terminal (CTC) North-eastern Seniority District No. 2 (N-2)

- A. UP may establish unassigned interdivisional pool freight service between the CTC and Butler, Wisconsin (Milwaukee); between the CTC and Adams, Wisconsin; and between the CTC and Altoona, Wisconsin. The home terminal will be Chicago, Illinois, (Proviso) and the away-from-home terminals will be Butler, Wisconsin (Milwaukee), Adams, Wisconsin, and Altoona, Wisconsin. Trainmen in this service may be called to operate to any of the away-from-home terminals.

- B. Crews assigned to this interdivisional service may be called to operate from one away-from-home terminal to another away-from-home terminal, provided the crew is tied up at the home terminal (CTC) at the conclusion of their tour of duty.**

Example: A trainman is called to operate from the CTC to Adams, and ties up at Adams. After securing his/her rest, the trainman is called to operate from Adams to Butler. After arriving at Butler, the trainman will be deadheaded to the CTC.

- C. Trainmen working in this interdivisional service will be paid the actual miles (miles worked/deadheaded) to the destination for which they are called. Time permitting, crews may operate past the away-from-home terminal for which they were called, and will be paid for the miles to the next away-from-home terminal.**

CTC to Butler (via Milwaukee or Kenosha Subdivisions)	<u>97</u>	miles
CTC to Adams	<u>210</u>	miles
CTC to Altoona	<u>319</u>	miles

(Subject to milage verification)

Example: A trainman is called to operate from the CTC to Adams. Time permitting, the trainman could be operated to Altoona, and will be paid for the miles between the CTC and Altoona. The N-2 trainmen cannot operate the train past Altoona, but could however, receive his/her outbound train 25 miles on the far side (Twin City side) of Altoona under the terms and conditions of Article VII of the October 31, 2003 Memorandum of Agreement.

- D. A single unassigned service N-2 freight pool will be established at the CTC. Pool crews protecting this service will be sequenced to the home terminal, and away-from-home terminal board(s), based on their tie-up time.**

Note: Adams crews will not protect service on the line to Janesville, Wisconsin (Harvard Subdivision).

- E. Vacancies in this N-2 pool will be filled by the trainmen's N-2 extra board, and if the extra board is depleted, the trainmen next out in the pool will be utilized to fill the vacancies.**
- F. Crews will go on/off duty at Chicago, Butler, Adams or Altoona. Said on/off duty point facilities shall comply with existing Agreement rules pertaining to requirements for such facilities, except that lockers will not be provided at the away-from-home terminal(s), when hotel rooms are provided.**
- G. Nothing herein shall preclude the Carrier from utilizing other crews to handle traffic between Chicago and Altoona pursuant to Section 2, 3 and 4 of this Agreement, and other controlling Agreements.**

Section 2: Operations - Minneapolis/St. Paul, Minnesota, Home Terminal (Twin Cities) Northern Seniority District No. 4 (N-4)

- A. UP may establish unassigned interdivisional pool freight service between the Twin Cities and Butler, Wisconsin (Milwaukee); between the Twin Cities and Adams, Wisconsin; and between the Twin Cities and Altoona, Wisconsin. The home terminal will be the Twin Cities, and the away-from-home terminals will be Butler, Wisconsin (Milwaukee), Adams, Wisconsin, and Altoona, Wisconsin. Trainmen in this service may be called to operate to any of the away-from-home terminals.**
- B. Crews assigned to this interdivisional service may be called to operate from one away-from-home terminal to another away-from-home terminal, provided the crew is tied up at the home terminal (Twin Cities) at the conclusion of their tour of duty.**

Example: A trainman is called to operate from the Twin Cities to Altoona, and ties up at Altoona. After securing his/her rest, the trainman is called to operate from Altoona to Butler. After arriving at Butler, the trainman will be deadheaded to the Twin Cities.
- C. Crews working in this interdivisional service will be paid the actual miles (miles worked/deadheaded) to the destination for which they are called. Time permitting, crews may operate past the away-from-home terminal for which they were called, and will be paid for the miles to the next away-from-home terminal.**

Twin Cities to Altoona	<u>95</u>	miles
Twin Cities to Adams	<u>204</u>	miles
Twin Cities to Butler	<u>317</u>	miles

(Subject to milage verification)

Example: A trainman is called to operate from the Twin Cities to Adams. Time permitting, the trainman could be operated to Butler, and will be paid for the miles between the Twin Cites and Butler. The N-4 trainman cannot operate the train past Butler, but could however, receive his/her outbound train 25 miles on the far side (CTC side) of Butler under the terms and conditions of Article VII of the October 31, 2003 Memorandum of Agreement.

- D. A single unassigned service N-4 freight pool will be established at the Twin Cities. Pool crews protecting this service will be sequenced to the home terminal, and away-from-home terminal board(s), based on their tie-up time.
- E. Vacancies in this N-4 pool will be filled by the N-4 trainmen's extra board, and if the extra board is depleted, the trainmen next out in the pool will be utilized to fill the vacancies.
- F. Trainmen will go on/off duty at the Twin Cites and Butler, Adams or Altoona. Said on/off duty point facilities shall comply with existing Agreement rules pertaining to requirements for such facilities, except that lockers will not be provided at the away-from-home terminal(s), when hotel rooms are provided.
- G. Nothing herein shall preclude the Carrier from utilizing other crews to handle traffic between the Twin Cities and Butler pursuant to Section 1,3 and 4 of this Agreement, and other controlling Agreements.

Section 3: Operations - Adams, Wisconsin, Home Terminal (Northern Seniority District No. 4)

- A. UP may establish unassigned interdivisional pool freight service, home terminal at Adams, Wisconsin, operating to Altoona, Wisconsin; and Adams to Minneapolis, Minnesota (Twin Cities). Trainmen in this service may be called to operate to either of the away-from-home

terminals. The extra board and pool will be manned by the trainmen of the Northern Seniority District No. 4.

- B. Crews assigned to this interdivisional service may be called to operate from one away-from-home terminal to another away-from-home terminal, provided the crew is tied up at the home terminal (Adams) at the conclusion of their tour of duty.

Example: A trainman is called to operate from Adams to Altoona, and ties up at Altoona. After securing his/her rest, the trainman is called to operate from Altoona to the Twin Cities. After arriving at the Twin Cities, the trainman will be deadheaded to Adams.

- C. Trainmen working in this interdivisional service will be paid the actual miles (miles worked/deadheaded) to the destination for which they are called. Time permitting, crews may operate past the away-from-home terminal for which they were called, and will be paid for the miles to the next away-from-home terminal.

Adams to Altoona 109 miles
Adams to the Twin Cities 204 miles
(Subject to mileage verification)

Example: A trainman is called to operate from Adams to Altoona. Time permitting, the trainman could be operated to the Twin Cities, and will be paid for the miles between the Adams and the Twin Cities.

- D. Trainmen working in this interdivisional service will be permitted to receive their outbound train on the far side of Adams (Butler side) in accordance with terms and conditions of Article VII of the October 31, 2003 Memorandum of Agreement. The 25 mile zone provided in the October 31, 2003 Agreement will be extended to Mile Post 240.7 (Dalton, Wisconsin), approximately 39 miles east of Adams.
- E. A single unassigned service N-4 freight pool and extra board will be established at Adams. Pool crews protecting this service will be sequenced to the home terminal and away-from-home terminal board(s), based on their tie-up time.
- F. Vacancies in this N-4 pool will be filled by the Adams trainmen's N-4 extra board, and if the extra board is depleted, the trainmen next out in the pool will be utilized to fill the vacancies.

- G. Crews will go on/off duty at Adams and Altoona, or the Twin Cities. Said on/off duty point facilities shall comply with existing Agreement rules pertaining to requirements for such facilities, except that lockers will not be provided at the away-from-home terminal(s), when hotel rooms are provided.
- H. Nothing herein shall preclude the Carrier from utilizing other crews to handle traffic between the Twin Cities, Altoona, Adams and Butler pursuant to Section 1, 2 and 4 of this Agreement and other controlling Agreements.

Section 4: Operations- Adams, Wisconsin, Home Terminal (Northeastern Seniority District No. 2)

- A. UP may establish unassigned interdivisional pool freight service, home terminal at Adams, Wisconsin, operating to Butler, Wisconsin (Milwaukee); and Adams to Chicago, Illinois (CTC). Trainmen in this service may be called to operate to either of the away-from-home terminals. This pool and extra board will be manned by the trainmen of the Northeastern Seniority District No. 2.

Note: The Adams crews assigned to this N-2 pool will protect the unassigned service in the territory from Adams, Wisconsin to Winona, Minnesota. The Chicago and Twin Cities crews will not protect service on the branch lines to Winona, Minnesota and/or Wisconsin Rapids, Wisconsin.

- B. Crews assigned to this interdivisional service may be called to operate from one away-from-home terminal to another away-from-home terminal, provided the crew is tied up at the home terminal (Adams) at the conclusion of their tour of duty.

Example: A trainman is called to operate from Adams to Butler, and ties up at Butler. After securing his/her rest, the trainman is called to operate from Butler to the CTC. After arriving at the CTC, the trainman will be deadheaded to Adams.

- C. Trainmen working in this interdivisional service will be paid the actual miles (miles worked/deadheaded) to the destination for which they are called. Time permitting, crews may operate past the away-from-home terminal for which they were called, and will be paid for the miles to the next away-from-home terminal.

Adams to Butler 113 miles
Adams to the CTC (via-Milwaukee or
Kenosha Subdivisions) 210 miles
(Subject to milage verification)

Example: A trainman is called to operate from Adams to Butler. Time permitting, the trainman could be operated to the CTC, and will be paid for the miles between Adams and the CTC.

- D. Trainmen working in this interdivisional service will be permitted to receive their outbound train on the far side of Adams (Altoona side) in accordance with Article VII of the October 31, 2003 Memorandum of Agreement. The 25 mile zone provided in the October 31, 2003 Agreement will be extended to Mile Post 164.1 (Warren E. - Wisconsin), approximately 38 miles west of Adams.
- E. A single unassigned service N-2 freight pool will be established at Adams, WI. Pool crews protecting this service will be sequenced to the home terminal, and away-from-home terminal board(s), based on their tie-up time.
- F. Vacancies in this pool will be filled by the Adams trainmen's N-2 extra board, and if the extra board is depleted, the trainmen next out in the pool will be utilized to fill the vacancies.
- G. Crews will go on/off duty at Adams, Butler, and CTC. Adams crews may also go on/off duty at Winona. Said on/off duty point facilities shall comply with existing Agreement rules pertaining to requirements for such facilities, except that lockers will not be provided at the away-from-home terminal(s), when hotel rooms are provided.
- H. Nothing herein shall preclude the Carrier from utilizing other crews to handle traffic between the Altoona, Adams, Butler and the CTC pursuant to Section 1, 2 and 3 of this Agreement and other controlling Agreements.

Section 5: Deadhead Service

Crews may be deadheaded in either direction to meet the needs of the service. All deadheading will be combined with service, unless notified otherwise, and paid in accordance with existing Agreements (highway versus rail).

Section 6: Meals En Route

Meals en route for trainmen working in this service will be governed by Article IX, Section 2, Paragraph (e) of the October 31, 1985 UTU National Agreement.

Section 7: Away-From-Home Terminal Meals

Away-from-home terminal meal allowances for trainmen working in this service will be governed by Article IX, Section 2, Paragraph (d) of the October 31, 1985 UTU National Agreement, as amended.

Section 8: Transportation

The provisions of Article IX, Section 2, Paragraph (c) of the October 31, 1985 UTU National Agreement shall apply for trainmen working in this service.

Section 9: Suitable Lodging

The Carrier will provide, in accordance with applicable existing Agreement requirements, suitable lodging at the away-from-home terminal for trainmen working in this service.

Section 10: Rates of Pay

The basic day, rates of pay and other operating conditions for employees engaged in interdivisional service will be governed by the applicable Local and National Agreements.

Section 11: Overtime

Overtime for this interdivisional service shall be computed in accordance with the applicable Agreements, or after the expiration of twelve (12) hours on duty, whichever occurs first.

Section 12: Held-Away-From-Home Terminal Allowance and Tie-up

- A. Employees in this interdivisional freight service tied-up at the away-from-home terminal, will be paid continuous time for all time held after the expiration of sixteen (16) hours, from the time released from duty, until time on duty.
- B. The term "time on duty", cited above, shall be the time the employee goes on duty.
- C. Trainmen who are tied up at the away-from-home terminals; CTC, Adams, and/or Twin Cities, will be placed first-out upon legal rest on the home terminal boards at those locations. Trainmen who are tied up at the away-from-home terminals of Altoona or Butler will have respective away-from-home terminal boards, based on their home terminals. Trainmen will be sequenced to their respective away-from-home terminal boards at Altoona and Butler in their normal first-in, first-out rotation. Trainmen ordered on duty at the away-from-home terminal must tie up at the home terminal upon completion of the tour of duty.

Section 13: Hours-of-Service Relief/Short Turnaround Service

- A. Crews operating under this Agreement, that fail to reach their destination, due to the Hours-of-Service, may be relieved by the first-out pool or extra board, at either of the home, or away-from-home terminals, or other crews set forth in paragraph C, below. If a road crew is utilized, the pool will be called first, and if not available, the extra board will be called. If the first-out away-from-home crew is utilized, the Carrier will deadhead the away-from-home crew to their home terminal after their handling of the train(s).
- B. Crews used in turnaround service and/or Hours-of-Service relief shall be considered called in combination deadhead/service and shall be paid actual miles worked/deadheaded with a minimum of a basic day for the turnaround and/or Hours-of-Service trip. Crews called for multiple Hours of Service relief/short turnaround service will be

governed by the terms and conditions of Article VI of the October 31, 2003 Memorandum of Agreement .

- C. Nothing herein shall prevent the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing Hours-of-Service relief within road/yard service zones, pool crews performing through freight combined service/deadheads between terminals.

Section 14: Familiarization/Qualification

To insure proper qualification/familiarization any employees new to the interdivisional service established by this Agreement will be provided with a sufficient number of familiarization trips over that territory which they are not currently qualified. The conductor/pilot will be a trainman if available, or a qualified manager if a trainman is not available. Issues concerning individual qualifications shall be handled with Local Operating Officers and Local Chairman. Employees will not be required to lose time or "ride the road" on their own time in order to qualify for these new operations. Pay will be made in the same manner as if the employee had performed service. If a dispute arises concerning this process, it will be addressed directly with the Director of Labor Relations and General Chairman.

Section 15: Crew Equalization

- A. After the implementation of this ID service, equalization will be reviewed every six (6) months to adjust any inequities. CMS will maintain necessary and accurate records so that the equalization can be properly and accurately determined for this ID service. The records, upon request, will be furnished to the respective Local Chairmen having jurisdiction. The Local Chairmen will meet every six (6) months after implementation and shall review in good faith and mutual cooperation the equalization factors to determine any adjustments. If the Local Chairmen find it necessary to request a change to equalize the mileage, such request shall be signed jointly by the Local Chairmen having jurisdiction, with copies to the General Chairman. The General Chairman will notify the Director of Labor Relations and the Director of CMS, in writing, of any changes in the equalization adjustments that are necessary. If equalization is necessary, position(s) on the freight pool of the seniority district that owes the mileage will be bulletined. If there are no applications for the position(s) at the expiration of the bulletin, trainmen will not be force assigned to the position(s) and the equalization will be considered satisfied for that period.

- B. Any dispute(s) over equalization between the Local Chairmen will be resolved by the General Chairman's Office. Any dispute(s) over equalization between the Carrier and the Organization will be referred to the Labor Relations Department and General Chairman for resolution.

ARTICLE II – IMPLEMENTATION

Section 1: Implementation Notice

The Carrier shall give the General Chairman fifteen (15) days written notice of its intent to implement the provisions of this Agreement.

Section 2: Cooperation

The UTU General Chairman and the Local Chairmen and the UP representatives from CMS, Timekeeping, Operating Department, Harriman Dispatch Center and Labor Relations shall work together to ensure the provisions of this Agreement are fully and properly implemented and that establishment of this new service shall be accomplished in an orderly and efficient manner.

ARTICLE III – PROTECTIVE CONDITIONS

Section 1: General

- A. Trainmen adversely affected as a direct result of implementation of this Agreement will be entitled to the protective benefits set forth in Article IX, Section 7 of the October 31, 1985 UTU National Agreement.
- B. The Northeastern District No. 2 trainmen, who were assigned to either the extra board or pool at Chicago (CTC) on March 15, 2004, and were protecting service to Butler over the Milwaukee or Kenosha Subdivisions have been listed on Attachment # 1. The trainmen listed on Attachment #1, will be treated as having been adversely affected by the implementation of this Interdivisional Agreement and will be automatically afforded the wage protection contained in Article IX, Section 7 of the October 31, 1985 UTU National Agreement, subject to the conditions of other UTU National Agreements.
- C. The Northeastern District No. 2 trainmen, who were assigned to either the extra board or pool at Adams, WI, on March 15, 2004, and were protecting service under the Pokegama/Butler ID Agreement, have been

listed on Attachment # 2. The trainmen listed on Attachment # 2, will be treated as having been adversely affected by the implementation of this Interdivisional Agreement, and will be automatically afforded the wage protection contained in Article IX, Section 7 of the October 31, 1985 UTU National Agreement, subject to the conditions of other UTU National Agreements.

- D. Northern Seniority District No. 4 trainmen, who were assigned to either the extra board or pool at Altoona, WI on March 15, 2004, listed on Attachment #3, that relocate to the Northern District No. 4 extra board or pool established at Adams, WI, pursuant to this Agreement, will be treated as having been adversely affected by the implementation of this Interdivisional Agreement and will be automatically afforded the wage protection contained in Article IX, Section 7 of the October 31, 1985 UTU National Agreement, subject to the conditions of other UTU National Agreements. The opportunity to be afforded "automatic certification" under this paragraph D will expire eighteen (18) months after the date of implementation.

Section 2: Relocation Allowance

- A. Subsequent to the implementation of this Agreement, any trainman required to change his/her point of employment as a result of the implementation of this Agreement, (his/her new reporting point is farther from his/her residence than his/her old reporting point, and a minimum of thirty (30) miles from their place of residence) shall be entitled to the relocation benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and the transfer allowances as amended by Article IX, Section 7 of the October 31, 1985, UTU National Agreement.
- B. In lieu of the relocation allowance contained in paragraph A, above, the following option will be provided for N-4 trainmen who relocate to Adams, Wisconsin, to protect the Northern District No. 4 extra board or pool positions established pursuant to this Agreement thereat, may accept in lieu of the Homeowner Protection and Moving Expense Benefits, a lump sum payment of:
- a) \$18,000 for homeowners
 - b) \$ 5,000 for non-homeowners
- 1) A total of seven (7) extra board and pool trainmen (2 extra board and 5 pool) are located at Altoona. Accordingly, no more than seven (7) lump sum payments will be made available to the N-4

trainmen under this paragraph B. The number of relocation allowances under this paragraph B will be equal to the number of trainmen positions (extra board and pool) that are eliminated at Altoona and re-established at Adams under Article I, Section 3 of this Agreement. Requests for this relocation allowance will be made by N-4 trainmen, at the time they submit their bid for N-4 extra board or pool positions at Adams. Requests will be accepted in seniority order, in conjunction with the bids. The lump sum relocation payments will be available for a period of eighteen (18) months following the implementation of this Agreement.

- 2) N-4 trainmen that exercise their seniority, or are forced assigned to the positions at Adams, who elect the lump sum relocation allowances will be provided one-half of the applicable allowance, under this paragraph B, when marking up on the Adams N-4 extra board or pool and performing one hundred (100) starts, or within six (6) months of their first trip, whichever occurs first. The remaining payment will be allowed following an additional one hundred (100) starts, or within one (1) year of their first trip, whichever occurs first. All payments are subject to applicable federal, state, local and Railroad Retirement Taxes, as well as all legal garnishments and other required deductions.
- 3) For the purpose of this Section of the Agreement a "start" is defined as a working trip. Qualifying/familiarization/deadheads trips are not "starts".
- 4) The term "homeowner" as used in this paragraph B, is defined as an employee who, on the date of this Agreement owned their home or was under contract to purchase a home. Employees who do not own their home or are not under contract to purchase a home will be considered as "non-homeowners". A home is defined as a primary residence of the employee which is used for his/her residential purposes.

C. There shall be no duplication of benefits by any employee under this Agreement, or any other agreements affording wage protection or relocation benefits.

ARTICLE IV – General

Section 1: Savings Clauses

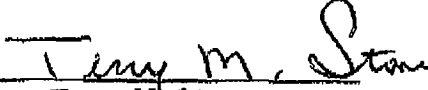
- A. This Agreement does not prejudice the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.
- B. In the event the provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions set forth herein shall prevail and apply. Agreements, understandings or practices not modified or in conflict with the provisions of this Agreement remain in full force and effect.
- C. The terms and conditions of this Agreement are intended to address and/or apply to the interdivisional service between Chicago, Illinois; Butler, Wisconsin; Adams, Wisconsin; Altoona, Wisconsin; and Minneapolis/St. Paul, Minnesota (Twin Cities). Accordingly, such terms and conditions shall not be applied, or interpreted or extended to apply, to other locations, runs, etc.
- D. Except as specifically set forth otherwise in this Agreement, existing Agreement rules, provisions and practices shall continue to apply.

SIGNED THIS 28 DAY OF May, 2004, in OMAHA, NEBRASKA.

FOR THE UNITED
TRANSPORTATION UNION:


John W. Babler
General Chairman, UTU

FOR THE UNION PACIFIC
RAILROAD COMPANY:


Terry M. Stone
Director Labor Relations


A. Terry Olin
Gen. Director Labor Relations

Attachment #1

Chicago pool and extra board trainmen on 3/15/2004

319541171	AC FALKNER	NZ021	RT23
323747780	DL SMITH	NZ021	RT23
325542332	CH MCNEIL	NZ021	RT23
327725453	CE WILSON	NZ021	RT23
330546034	GW RIESS	NZ021	RT23
330642459	CD HUDSON	NZ021	RT23
331489631	JM KOZINSKI	NZ021	RT23
336628611	ME GULLEY	NZ021	RT23
336801444	AB CYCHULSKI	NZ021	RT23
337726934	RE SWEENEY JR	NZ021	RT23
349467942	TM BROCK	NZ021	RT23
357487639	RA SIMMONS	NZ021	RT23
387507061	S HALVORSEN	NZ021	RT23
395588287	JJ JANCARIK JR	NZ021	RT23
396729264	RJ ALBA	NZ021	RT23

Chicago pool - 15

340569169	S RAMOS	NZ021	XC20
338625921	IA COX	NZ021	XC20
331802479	RO CARPINTERO	NZ021	XC20
342703186	MS VOIEARMOUR	NZ021	XC20
395841464	JT BURGER	NZ021	XC20
388029745	RT LENDVED	NZ021	XC20
326766950	LM PARKER	NZ021	XC20
527996234	TW DWYER	NZ021	XC20
359663510	SC OCONNOR	NZ021	XC20

Chicago extra board - 9

Attachment #2

Adams pool and extra board trainmen on 3/15/2004

344406353	TM OKESON	EC209	RT20
388560719	RJ SEYMER	EC209	RT20
389469594	GJ SMITH	EC209	RT20
390563905	BN HILSON	EC209	RT20
391549272	MT ASSELIN	EC209	RT20
395587252	TJ ZASTAVA	EC209	RT20
397545353	GM WEILAND	EC209	RT20

Adams pool - 7

390520225	JJ JASINSKI	EC209	XK20
504686404	KD RITCHHART	EC209	XK20
399905060	GW MCLENNAN	EC209	XK20

Adams extra board - 3

Attachment #3

Altoona pool and extra board trainmen on 3/15/2004

475647262	DR FLYEN	EC318	RT40
390545705	DN HOMME	EC318	RT40
472483607	LE JACOBSON	EC318	RT40
399628241	MA STEWART	EC318	RT40
358388590	RL BROST	EC318	RT40

Altoona pool - 5

398603535	SE EASTMAN	EC318	XK40
397460847	TA DAVENPORT	EC318	XK40
388581825	EC DeWITZ	EC318	XK40

Altoona extra board - 3

Side Letter No. 1

May 20, 2004

Mr. John Babler
General Chairman
United Transportation Union
307 W. Layton Avenue
Milwaukee, WI 53207

Reference: CTC to Twin Cities ID Service Agreement - Lockers

Dear Mr. Babler:

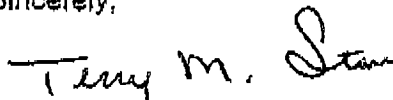
The provisions of Article I, Section 1 (F), Section 2 (F), Section 3 (G) and Section 4 (G) of the CTC - Twin Cities ID Agreement pertaining to lockers will not apply to:

- 1) N-2 CTC crews tied up at Butler, WI
- 2) N-2 Adams crews tied-up at Butler, WI or Winona, MN
- 3) N-4 Altoona crews tied-up at Adams, WI
- 4) N-4 Twin Cities crews tied up Altoona, WI

The aforementioned crews, while at their respective away-from-home terminals as listed above, will continue to be provided lockers pursuant to the controlling agreements.


If the above reflects our understanding regarding the requirement to provide lockers to the aforementioned crews at their respective away-from-home terminals, please indicate your concurrence on the signature line below:

Sincerely,



Terry M. Stone
Director Labor Relations

I concur:


John W. Babler
General Chairman - UTU


Date



GENERAL COMMITTEE OF ADJUSTMENT

united transportation union

 UNION PACIFIC RAILROAD COMPANY
 (Former C&NW Railway Co.)

 May 20, 2004
 (R-178-04)

 307 W. LAYTON AVE
 MILWAUKEE, WI 53201
 414-488-3700
 FAX 414-488-0705
 E-MAIL UTU@CA225@sp.com

 Mr. Terry M. Stone
 Director Labor Relations
 Union Pacific Railroad
 1416 Dodge Street
 Room #332
 Omaha, NE 68179

Reference: CTC to Twin Cities ID Agreement

Dear Mr. Stone:

Please refer to our telephone conversation on May 20, 2004, concerning the automatic certification for protection allowances provided for in Article III, Section I (D) of the CTC to Twin Cities ID Agreement. CMS records indicate on March 15, 2004, there was five (5) trainmen pool turns assigned to the Altoona, WI (EC318) RT40 freight pool, and three (3) trainmen assigned to Altoona XK40 extra board, plus one trainman, E. C. DeWitz, who was normally assigned to the XK40 extra board, but, was temporarily on the HT40 (hurt board) because of a medical condition.

The following conductors were assigned to the Altoona RT40 freight pool on March 15, 2004:

	<u>Name</u>	<u>Pool Turn</u>
1	Ronald L. Broast	P005
2	David N. Homme	P003
3	David R. Flyen	P001
4	Larry E. Jacobson	P004
5	Mark A. Stewart	P002

The following Conductors were assigned to the Altoona XK40 extra board on March 15, 2004:

1	Thomas A. Davenport
2	Steve E. Eastman

Conductor Eugene C. DeWitz was assigned to the Altoona HT40 hurt board on March 15, 2004, and currently is protecting the XK40 extra board.

GENERAL COMMITTEE OF ADJUSTMENT
united transportation union
UNION PACIFIC RAILROAD COMPANY
(Former C&NW Railway Co.)

Mr. Terry M. Stone

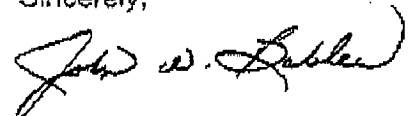
-2-

May 20, 2004

Pursuant to our telephone conversation it was agreed Conductor DeWitz would be afforded automatic certification for protection benefits, as if he was assigned to the XK40 extra board on March 15, 2004.

If you agree to the aforementioned automatic certification for protection benefits for Conductor DeWitz, please indicate your concurrence on the signature line below:


Sincerely,



John W. Babler
General Chairman, G.C.A.

JWB:jg

I Concur:


Terry M. Stone
Director Labor Relations-UP

5/28/04
Date



GENERAL COMMITTEE OF ADJUSTMENT

united transportation union

UNION PACIFIC RAILROAD COMPANY
(Former O&NW Railway Co.)

May 24, 2004
(R-179-04)

307 W. LAYTON AVE.
MILWAUKEE, WI 53206
414-408-3700
FAX 414-488-3700
E-MAIL UTUGCA@UTU.ORG

Mr. Terry M. Stone
Director Labor Relations
Union Pacific Railroad
1416 Dodge Street
Room #332
Omaha, NE 68179

Reference: CTC to Twin Cities ID Agreement Board Placements at CTC,
Adams, or Twin Cities.

Dear Mr. Stone:

Please refer to Article I, Section 12 (C) of our CTC to Twin Cities ID Agreement pertaining to board placement for trainmen tied up at the following away-from-home terminals; CTC, Adams, or Twin Cities. If a trainman is tied up at one of his/her away-from-home terminals cited herein, and additional away-from-home terminal trainmen subsequently tie-up at the same terminal, they will be sequenced in tie up order upon legal rest behind the first away-from-home terminal trainman. The intent is the first rested trainman who tied-up at his/her away-from-home terminal ahead of other away-from-home terminal trainmen, will be ordered ahead of the other away-from-home terminal trainmen, who tied up after him/her.

For example: Adams, Wisconsin, Conductor Jones ties up at the away-from-home terminal CTC. Subsequent thereto, Adams, Wisconsin, Conductor Smith ties up at CTC. Once Conductor Jones is rested, he will be placed first-out at CTC. When Conductor Smith becomes rested, he will be placed behind Conductor Jones. When Conductor Jones is ordered, Conductor Smith will become first-out.

If you agree with the aforementioned board placement conditions when multiple trainmen are tied-up at the away-from-home terminals cited herein, please indicate your concurrence on the signature line below.

Sincerely,

John W. Babler
General Chairman, G.C.A.

JWB:jg

I Concur:

Terry M. Stone
Director Labor Relations

5/28/04
Date