

**MERGER IMPLEMENTING
AGREEMENT**

between the

**UNION PACIFIC/ MISSOURI PACIFIC RAILROAD
CHICAGO AND NORTH WESTERN RAILWAY**

and the

UNITED TRANSPORTATION UNION

(NYD – 403)

In Finance Docket No. 32133, the Interstate Commerce Commission (ICC) approved the merger of the Union Pacific (UP)/ Missouri Pacific Railroad (MP) and the Chicago and North Western Railway (CNW). The Surface Transportation Board (STB) in Finance Docket No. 32760 approved the merger of the Union Pacific Corporation, Union Pacific Railroad Company/Missouri Pacific Railroad Company and the Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railroad Company, SPCSL Corp., and the Denver & Rio Grande Western Railway Company. In order to achieve the benefits of operational changes made possible by these transactions and to modify pre-transaction labor arrangements to the extent necessary to obtain those benefits,

IT IS AGREED:

I. Merged Territory

The Eastern 1 Seniority District (former CNW) and that portion of the Kansas City Hub Seniority District east of Ft. Madison, Iowa and Quincy, Illinois (the BNSF Trackage Rights) shall be merged to create a new Chicago and North Western Eastern 1 Seniority District.

II. New Operations:

The following new operations may be implemented in accordance with the provisions set forth in this Article II:

1. Eliminate all current Kansas City Hub assignments with home terminal at Ft. Madison/Quincy. The home terminal for these assignment(s) will be at Chicago and/or Rochelle. Ft. Madison/Quincy will be the away-from-home-terminals. Kansas City Hub and Eastern 1 Seniority District employees shall operate into and out of Ft. Madison/Quincy consistent with Local and National Agreements.

Ft. Madison/ Quincy will be joint away-from-home terminals for both the CNW Eastern 1 District and the Kansas City Hub.

2. The following new operations will be established:

Chicago Terminal Complex to Ft. Madison
Chicago Terminal Complex to Quincy
Rochelle to Ft. Madison
Rochelle to Quincy

These new operations include all Union Pacific main lines, branch lines, industrial leads, yard tracks, trackage rights and stations between or located at the points indicated, including, but not limited to, all trackage rights over which Union Pacific possesses operating rights. Employees operating between any of the above listed routes may utilize any combination of Union Pacific tracks or trackage rights, in any direction.

Example: A crew home-terminaled in Chicago, assigned to operate over the BNSF trackage rights, picks up a train at Global 1 and may traverse through Rochelle to Ft. Madison, through the Edelstein connection.

3. The existing trainmen's pool home-terminaled in Ft. Madison and operating to Chicago over the BNSF trackage rights, and its supporting extra board will be abolished. All pool(s) and extra boards will operate out of the Chicago Terminal Complex and/or Rochelle. The Carrier shall designate the on and off duty point(s) for all pools and extra boards. The Carrier shall determine the number of assignments needed, and shall establish a supporting extra board at each location. The

Carrier may establish single or multiple pools. If home terminals are established at both Rochelle and Chicago, they will be operated independently from the other at the home terminal. Employees in this service at the away-from-home terminals of Ft. Madison/Quincy will be maintained on separate lists, and may be called to operate to either Rochelle or Chicago, without penalty.

Whether operating with single or multiple home terminal pools, employees in this service may be deadheaded between Chicago (CTC) and Rochelle for service to/from Ft. Madison/Quincy.

The Carrier will have the right to utilize other Eastern 1 pools and extra boards in Chicago/Rochelle (including Proviso) when the primary boards for this new operation are exhausted, on a one trip or roundtrip basis. Employees so utilized will report on duty at their assigned reporting point, and shall be provided transportation to/from the assignment.

All deadheads will be in combined service unless notified otherwise.

- 4. The following provisions shall apply to the new operations:**
 - A. The new operations may be operated by the Carrier in pool service, assigned service, extra service or any other type of service necessary to meet the demands of the service and/or to meet customer requirements.**
 - B. Hours-of-Service Relief – Trains destined to Ft. Madison/Quincy or Rochelle/Chicago that fail to reach their destination due to the application of the hours-of-service will be relieved under the guidelines set forth in Side letter number 3, and the operating conditions contained in this 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, and road switchers handling trains within their zones. Crews used in hours of service relief are subject to the terms and conditions of Article VI of the November 1, 2003 Memorandum of Agreement.

- D. Crews operating under this Agreement may receive or leave their trains anywhere within the boundaries of Chicago (CTC), or the territory between Ft. Madison/Quincy and the CTC (over any of the routes), and may perform any permissible work within those boundaries. In addition, crews home-terminaled at Rochelle may operate through the home terminal on their inbound and outbound trip to/from Ft. Madison/Quincy, without any penalty to other crews. Crews will be compensated for the deadheads and miles operated in accordance with local and National agreements. (see side letter no. 7)

Example: A Chicago crew assigned to operate over the BNSF trackage rights is called on-duty (at their on-duty point) to pick up a train at Global 1 and operate to Ft. Madison, via the BNSF trackage rights or through Rochelle/Edelstein connection. In that the crew's home terminal is Chicago, they may pick up their train at any point within the CTC, without penalty, traversing either of the routes to Ft. Madison.

- E. At Ft. Madison and Quincy, MPUL and CNW employees called to operate in through freight service may receive the train for which they are called up to twenty-five (25) miles on the far side of the terminal and run back through the terminal to their destination without claim from any other employee.

At Ft. Madison, the zones will be extended to allow CNW crews to receive their train at West Medill, to operate east through Ft. Madison. MPUL crews may receive their train at Stronghurst, to operate west through Ft. Madison.

Through freight crews that receive their train in the twenty-five (25) mile zone (or the extended zone) will be paid actual time with no less than 4 hours, payable at the same time the working trip earnings are paid. The actual time or four hour payment paid in the twenty-five (25) mile zone will be treated separately from the miles and time of the assignment for which they operate.

Crews called for this service may perform all work in connection with the train regardless of where the train is received in the extended zone.

The one-half day payment will be a separate allowance and will not affect overtime, if applicable. Initial terminal delay payments (if applicable) will cease upon the crew departing on its train and will not again commence when the crew operates back through the initial terminals set forth, above. When a crew picks up a train at the far side of the initial terminal, and within the twenty-five (25) mile zone (or extended zone), the crews will receive the payment set forth above, and the initial terminal will then be considered as an intermediate point.

No additional compensation, beyond the payment provided for above, will be allowed for this special operation to include any claims for "terminal release". If a crew goes on duty and is provided transportation into the twenty-five (25) mile zone (extended) and operates its train back through the listed initial terminal, no claims or additional allowance will be made, except for the allowance provided above. Departure and/or terminal runarounds will not apply for crews arriving/departing within the twenty-five (25) mile zone(s).

- F. Tie up time will be used for placement of employees in the proper order at the home terminal and the away-from-home terminals.
- G. The following terms and conditions shall apply to these New Operations:
 - 1. 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.

2. Transportation will be provided in accordance with Section (2)(c) of Article IX of the October 31, 1985 National UTU Agreement.
3. Meal allowances and eating enroute will be governed by Section 2(d) and Section (2)(e) of Article IX of the October 31, 1985, UTU National Agreement, as amended by the November 1, 1991, Implementing Agreement.

III. Collective Bargaining Agreements

The CNW basic collective bargaining agreement, as amended, applicable National Agreements and the June 6, 1996 CNW Merger Agreement will apply to this new operation.

IV. Implementation

The parties have agreed to implement the New Operations contained in Section II of this Agreement through an attrition arrangement, delaying full implementation of this Agreement for a minimum of five years. During this implementation period all provisions of this agreement will apply, except that prior right trainmen (Attachment A) and the non-prior right trainmen (Attachment B) will be afforded the opportunity to remain in Ft. Madison for a minimum of five years.

During the time Ft. Madison is retained as a home terminal the Ft. Madison pool/extra board may be called to operate to either Chicago or Rochelle and will have these two locations as their away-from-home terminals. In addition to retaining trainmen positions in Ft. Madison, trainmen positions may be established in Chicago, as provided below. Trainmen home terminalled in Ft. Madison, operating east toward Chicago/Rochelle will be governed by the CNW Agreement.

A Ft. Madison crew will not be called to operate to Rochelle, if a Rochelle crew is tied up and rested at Ft. Madison. Ft. Madison crews operating to Rochelle may be deadheaded back to Ft. Madison, deadheaded to the Chicago pool, or they may be tied up at Rochelle. When a Ft. Madison crew is tied up at Rochelle, they will be placed first out on their rest. In the application of this arrangement, Ft. Madison crews will only be called ahead of the first out Rochelle crew one time before the Rochelle home terminal crew is called. If more than one Ft. Madison crew is tied up at Rochelle at any one time, the call order would be rotated, as follows: 1) Ft. Madison AFHT, 2) Rochelle, 3) Ft. Madison AFHT, 4) Rochelle, etc.

When trainmen positions are established in Chicago, they will be in the same pool as the trainmen in Ft. Madison, but bulletined with the home terminal of Chicago and the away-from-home terminal of Ft. Madison. This arrangement (once established) will result in a single pool, with two home terminals. The double-ended pool will be operated during the initial five year retention period and shall continue until all positions at Ft. Madison have been eliminated. During the period of time a double-ended pool is operated, the away-from-home terminal crews will be called ahead of home-terminal crews when rested for trains to their home terminal. When all trainmen positions have been eliminated in Ft. Madison, the home terminal will be Chicago and the New Operations will be governed by the provisions contained in Section II of this agreement.

A. Seniority-

Trainmen who were assigned in Ft. Madison on February 12, 2007, (date of New York Dock notice) and who are not covered by the provisions of New York Dock Notice 404, have been identified and are listed on Attachment A. Two additional trainmen have been identified and are listed on Attachment B. The two trainmen on Attachment B will be provided the same rights afforded to the trainmen on Attachment A through this agreement, except the trainmen on Attachment B will not have any prior rights to assignments having home terminals in Chicago or Rochelle. The trainmen on Attachment B will only have prior rights to trains operating between Ft. Madison and Chicago while they are home terminalled at Ft. Madison. All

trainmen listed on Attachment A and B will be placed onto the bottom of the CNW Eastern 1 seniority roster, in seniority order, with a new seniority date the same as the effective date of this implementing agreement. These Kansas City Hub trainmen will be placed behind all existing Eastern 1 trainmen, as well as any trainee in training on the date of this Agreement.

MPUL engineers who establish CNW engineers seniority rights on the CNW Eastern 1 district, shall establish a CNW trainman's seniority date, following the trainmen listed on Attachments A and B, on the effective date of this implementing agreement, or on the effective date of the NYD – 404 implementing agreement, whichever is later.

The trainmen on Attachment A and B will retain dual seniority on both the Kansas City Hub seniority roster and the CNW Eastern 1 seniority roster until one of the events set forth in paragraph D, below, takes place.

B. Rights in Ft. Madison -

The dual seniority trainmen listed on attachment A and B will be the only Kansas City Hub and CNW Eastern 1 trainmen permitted to exercise seniority onto trainmen vacancies in Ft. Madison. The dual seniority trainmen will be permitted to bid/bump within Ft. Madison for as long as trainmen positions are retained at Ft. Madison. Subject to paragraph C below, whenever the number of dual seniority trainmen is greater than the actual number of trainmen positions in Ft. Madison, all vacancies in Ft. Madison created as a result of retirement, exercise of seniority outside of Ft. Madison, new position(s), etc, will first be bulletined at Ft. Madison to the trainmen holding dual seniority. When all trainmen with dual seniority are holding a position in Ft. Madison, all vacancies created as a result of retirement, exercise of seniority outside of Ft. Madison, new position, etc, will be bulletined/increased with the home terminal of Chicago to the trainmen on the Eastern 1 seniority roster. Any trainmen position that goes no-bid in Ft. Madison by trainmen on Attachment A and B may be moved to Chicago and bulletined to all trainmen on the Eastern 1 seniority roster.

C. Retention Period-

A retention period of five years will be established in Ft. Madison. During that period, the Carrier will not transfer trainmen's positions from Ft. Madison to Chicago, except as provided for in paragraph B, above. After the expiration of the five year retention period (five years from the date of this Agreement), the Carrier may serve the General Chairmen a written notice no later than June 1, (of any subsequent calendar year) to be effective September 1 of the same year, of its intent to move all or part of the trainmen positions from Ft. Madison to Chicago. The positions may be moved to Chicago in a single move or in any number of incremental moves until all trainmen positions have been eliminated in Ft. Madison.

If the Carrier does not eliminate all positions at Ft. Madison with its initial notice, positions will be abolished in reverse seniority order, requiring the junior trainmen with dual seniority to exercise seniority on the Kansas City Hub or the CNW Eastern 1 seniority district. An abolishment notice will also be posted in accordance with the CBA to the trainmen in Ft. Madison. Ft. Madison trainmen affected by the elimination of positions must advise CMS by June 15 of the respective year, as to where they will elect to exercise their seniority. The exercise of seniority to the Kansas City Hub or CNW Eastern 1 seniority district will be effective on September 1, of the year notice is served.

Trainmen listed on Attachment A and B who elect to relocate to Chicago and Kansas City will be governed by the relocation benefits set forth in the New York Dock Agreement.

D. Forfeiture of Dual Seniority-

Trainmen on Attachment A and B will maintain dual seniority on the Kansas City Hub seniority roster, as well as the CNW Eastern 1 seniority roster, until one of the events set forth below occurs:

- 1) Kansas City Hub trainmen holding dual seniority who at any time elect to voluntarily exercise seniority out of Ft. Madison to the Kansas City Hub, when they hold seniority to remain in Ft. Madison, will be removed from the CNW Eastern 1 seniority roster and will relinquish any and all rights on the CNW Eastern 1 seniority roster.

2) Kansas City Hub trainmen holding dual seniority who were forced to a Kansas City Hub position outside of Ft. Madison, due to a reduction of business or failure to have seniority to hold a Ft. Madison position, who fail to bid on any bulletined trainmen position in Ft. Madison will be removed from the CNW Eastern 1 seniority roster and will relinquish any and all rights on the CNW Eastern 1 seniority roster.

3) Kansas City Hub trainmen who cannot hold a position in Ft. Madison and elect to occupy a position on the Eastern 1 seniority district will be removed from the Kansas City Hub seniority roster. The trainmen will be permitted to bid in a vacancy at Ft. Madison under his/her prior rights seniority.

4) Kansas City Hub trainmen holding dual seniority who can hold a job at Ft. Madison, and elect to bid in or exercise seniority onto a CNW Eastern 1 position, utilizing the newly acquired CNW seniority or prior rights seniority to Rochelle or Chicago, will be permanently removed from the Kansas City Hub trainmen seniority roster and will relinquish any and all rights to work on an assignment at Ft. Madison.

5) Any trainmen holding dual seniority who severs employment with the Union Pacific through retirement, death, resignation, etc, will be removed from both the Kansas City Hub and CNW seniority rosters and will relinquish any and all rights on the Union Pacific.

6) Following the retention period, in accordance with paragraph C, Section IV above, any trainmen holding dual seniority who cannot hold a position in Ft. Madison, as a result of the Carrier's abolishment/transfer of such position(s), will be required to exercise seniority on the Kansas City Hub or the CNW Eastern 1 seniority district. Once this selection has been made by the employee through the exercise of seniority, the trainmen will be removed from the seniority roster which he/she elected not to utilize and will relinquish any and all rights on that seniority roster.

E. Prior Rights-

Attachment A and B has identified the trainmen who will be afforded the opportunity to exercise seniority to the CNW. Attachment A contains the names of sixteen trainmen who will be permitted to transfer to the CNW Eastern 1 seniority district with prior rights. The two trainmen on Attachment B will have the right to transfer to the CNW, but will not be provided any prior rights in Chicago or Rochelle.

The sixteen Kansas City Hub trainmen on Attachment A exercising seniority onto the CNW Eastern 1 seniority district will have prior rights to the trainmen pool positions operating between Chicago and Ft. Madison/Quincy over the BNSF trackage rights, and to fifty (50%) of the pool and extra board positions home terminalled at Rochelle and bulletined to operate through Edelstein to Ft. Madison.

The term "prior rights" indicates the right of the sixteen Kansas City Hub trainmen listed on Attachment A, who elect to exercise their seniority onto the CNW Eastern 1 seniority roster, to have priority to the pool work they previously performed between Ft. Madison/Quincy and Chicago over the BNSF trackage rights. These prior right trainmen will have preference to hold positions in the pool when the home terminal is moved to Chicago. Prior-righted trainmen will be permitted to occupy pool positions home-terminalled in Chicago and operating to Ft. Madison/Quincy over the BNSF trackage rights ahead of any other trainmen listed on the CNW Eastern 1 seniority roster. The prior-rights trainmen will hold this right for as long as they hold seniority on the CNW Eastern 1 Seniority district. Non-prior right trainmen (CNW Eastern 1) may only hold these positions when a prior-right trainmen has elected not to exercise seniority onto a prior right position. If a prior right trainmen does not bid one of these positions, the position will be assigned to the Eastern 1 trainmen in accordance with the CNW agreements. A prior-right trainmen having a bump may displace a more senior non-prior-righted trainmen from a prior-right position.

At Rochelle, the parties have agreed to a 50/50 equity arrangement for all trainmen positions home terminalled at Rochelle and bulletined to operate to Ft. Madison through the Edelstein connection. The sixteen Kansas City Hub trainmen listed on attachment A will have prior rights to fifty percent of

the trainmen positions bulletined at Rochelle, and Eastern 1 trainmen will have rights to fifty percent of the positions. Any dual-righted Kansas City Hub trainmen listed on Attachment A, exercising seniority onto the CNW Eastern 1 seniority roster under this agreement will have prior rights to fifty percent of the positions at Rochelle, in addition to the positions set forth above (paragraph E). This equity may be adjusted in accordance with the Note to Article IV, below.

Equity within the new Rochelle pool and non-RCO road extra board established under this agreement will be on a 50/50 basis between the trainmen on Attachment A (MPUL) and Chicago North Western (Eastern 1). The equity arrangement for the pool and non-RCO road extra board slots will be bulletined in the following order:

Pool:	Extra Board
1- MPUL	1- CNW
2- CNW	2- MPUL
3- MPUL	3- CNW
4- CNW	4- MPUL
MPUL – odd #'s, CNW even #'s	MPUL – even #'s, CNW odd #'s

Prior-right positions that go no bid will be assigned to the senior CNW Eastern 1 trainmen making application or force assigned in accordance with the CNW Agreements.

Note: The equalization of the miles between the Ft. Madison to Rochelle route 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 CNW Local Chairmen having jurisdiction. The CNW 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 CNW Local Chairmen find it necessary to request a change to equalize the mileage, such request shall be signed jointly by the CNW 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 prior rights 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.

Any dispute(s) over equalization between the CNW 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.

V - Away-from-home terminal

1) Trainmen may be tied up only one time at an away-from-home terminal before returning to their home terminal. If the away-from-home terminal crew is utilized in hours of service relief, the Carrier will either work or deadhead the away-from-home terminal crew to their home terminal after their handling of the train(s).

2) Employees operating in this new service who are held at other than their 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. A cancelled call or called and not used shall not interrupt the continuous time payment calculated from the prior tie up.

The term "time on duty" cited above shall be the time the employee goes on duty.

The undisturbed rest for pools afforded the benefits of continuous held away under this Article V will be eight (8) hours UDR, or the amount required by hours-of-service regulations, at the away-from-home terminals.

VI - Compensation

- 1. The employees assigned to this service shall be paid for all miles worked and deadheaded in accordance with existing agreements. Overtime for these employees will commence in accord with local and National agreements, or after twelve (12) hours, whichever occurs first.**
- 2. 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.**
- 3. The basic day, rates of pay and other operating conditions for employees engaged in this interdivisional service will be governed by the applicable Local and National Agreements.**

VII- Protection

- 1. Except as provided for in the paragraph below, employees who are adversely affected as a result of the implementation of this Agreement will be entitled to the employee protection provided for in the New York Dock Conditions.**

Employees listed on Attachment C who are adversely affected as a result of the implementation of this Agreement will be entitled to the employee protection provided for in Article IX, Section 7 of the October 31, 1985 National Agreement.

- 2. Employees currently eligible for other protective benefits must elect between those benefits and the benefits provided by the Agreement. No benefits will be paid until the employee has made an election.**
- 3. There will be no pyramiding of benefits.**

VIII – Familiarization

The Carrier and Local Chairman will work together to determine the number of trips for familiarization and qualifications, if any. If a dispute arises concerning this

process, it will be addressed directly with the appropriate Labor Relations officer and General Chairman.

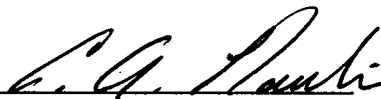
IX – Conflict of Agreements

The terms and conditions of this Agreement address a single New York Dock transaction and will not be referred to in any future negotiations. Except for the items addressed in this Agreement, the terms and conditions of all CNW Collective Bargaining Agreements will apply.

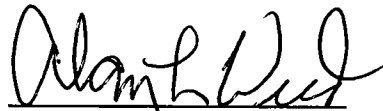
X - Implementation

The Carrier will provide the General Chairmen fifteen (15) day written notice prior to implementation of this agreement.

Signed and effective this 9 day of September 2008, at Omaha, Nebraska.



C. A. Nowlin
General Chairman-UTU



A. Weed
Director-Labor Relations

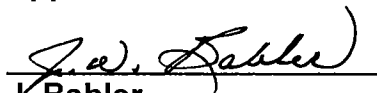


M. Reedy
General Chairman-UTU



T. Stone
Director-Labor Relations

Approved:



J. Babler
V. President – UTU



R. Orosco
A.V.P –Labor Relations

**Attachment A
(Trainmen assigned in Ft. Madison with prior rights)**

Date	Circ7	Board	Crew ID	Init	Last
12-Feb-07	AT230		TP01	JD	JOHNS
12-Feb-07	AT230	RT15	TP03	SA	HERRIMAN
12-Feb-07	AT230	RT15	TP04	BK	SAGE
12-Feb-07	AT230	RT15	TP05	AD	RISCHAR
12-Feb-07	AT230	RT15	TP06	BR	DURST
12-Feb-07	AT230	RT15	TP07	PE	LOGAN
12-Feb-07	AT230	RT15	TP08	DK	HILL
12-Feb-07	AT230	RT15	TP10	KB	BLACKMAN
12-Feb-07	AT230	RT15	TP11	RD	JOHNSON
12-Feb-07	AT230	RT15	TP13	RL	SPILKER
12-Feb-07	AT230	ST15		EC	SCHENCK JR
12-Feb-07	AT230	ST15		JA	WREN
12-Feb-07	AT230	ST15		GS	RHODES
12-Feb-07	AT230	XT15		RL	SALVADOR
12-Feb-07	AT230	XT15		LJ	WEIDNER
12-Feb-07	AT230	XT15		D	SMITH

Attachment B

(Ft. Madison trainmen without prior rights)

	AT230			SP	Bryant
	AT230			KF	Nafziger

**Attachment C
(Trainmen assigned at Rochelle on Nov. 1, 2007)**

Date	Circ7	Board		Init	Last
11-1-2007	NZ077	RT82		SL	Brestan
11-1-2007	NZ077	RT82		JC	Thompson
11-1-2007	NZ077	RT82		CC	Evenson
11-1-2007	NZ077	RT82		A	Bakr
11-1-2007	NZ077	RT82		ER	Burnham
11-1-2007	NZ077	RT82		JD	Hash
11-1-2007	NZ077	RT82		ST	Bucey
11-1-2007	NZ077	XC82		JG	Hill
11-1-2007	NZ077	XC82		JM	Houck
11-1-2007	NZ077	XC82		BA	Bishop
11-1-2007	NZ077	XC82		FA	Waltemath
11-1-2007	NZ077	XC82		AH	Holmes
11-1-2007	NZ077	XC82		SM	Kramer

September 9, 2008

Mr. M. Reedy
Mr. A. Nowlin


Gentlemen:

In connection with our New York Dock negotiations, we discussed the issue of Health and Welfare elections for the MPUL (Kansas City Hub) employees transferring to the former CNW, under this agreement. With respect to the health and welfare coverage of any MPUL employee who elects to transfer to the CNW under the New York Dock Agreement NYD – 403, the employee may elect one of the following options:


- (A) Elect to retain membership in the Union Pacific Employees Health System.
- (B) Elect to transfer from the Union Pacific Employees Health System to the National Railway Carriers and United Transportation Union Health and Welfare Plan (NRLC/UTU).

Any MPUL employee electing to exercise seniority onto the former CNW property must exercise this option (Health and Welfare) within thirty (30) days from the first date the employee performs service on the former CNW property, following the relinquishment of their MPUL seniority. Any employee failing to make an election shall be considered as having retained Option A.

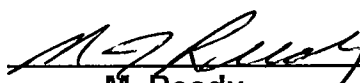
If you are agreeable to the foregoing, please indicate your concurrence by signing in the space provided below.



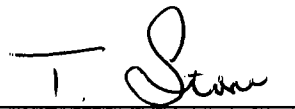
C. A. Nowlin
General Chairman-UTU



A. Weed
Director-Labor Relations



M. Reedy
General Chairman-UTU



T. Stone
Director-Labor Relations

HEALTH AND WELFARE BENEFITS ELECTION FORM

In order to insure appropriate Health and Welfare benefits are maintained for affected MPUL employees as a result of the New York Dock transaction (Ft. Madison / Chicago), one of the following options must be selected within thirty (30) days from the date the MPUL employees first date of service on the former CNW.

_____ (A) Elect to retain membership in the Union Pacific Employees Health System.

_____ (B) Elect to transfer from the Union Pacific Employees Health System to the National Railway Carriers and United Transportation Union Health and Welfare Plan (NRLC/UTU).

An employee failing to make an election within the time frame allotted, shall be considered as electing Option (A).

Employee Name

Social Security Number

Craft

Location

This completed form should be mailed to :
Kay McCauley
Union Pacific Railroad Company
1400 Douglas St. stop 0710
Omaha, Ne. 68179

September 9, 2008

Mr. M. Reedy
General Chairman - UTU
307 W. Layton Ave.
Milwaukee, Wi. 53207

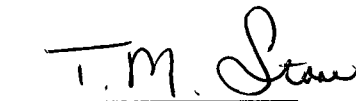
Dear Sir;

During our negotiations of the Ft. Madison NYD implementing agreement, the parties agreed to the following:

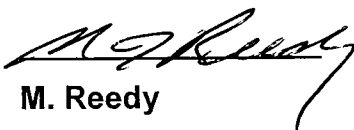
- 1) The Carrier will have the right to consolidate the trainmen's pool and extra board at Ft. Madison into a single list of trainmen. The single list will work under the CNW trainmen's extra board agreement, and will receive the pool guarantee.

- 2) Home terminal and away-from-home terminal crews will continue to utilize lockers at Ft. Madison, but trainmen at Ft. Madison will not be governed by locker dimensions set forth in the CNW agreement. It is understood the Carrier will not be required to incur any expense in building or expanding a facility for lockers in Ft. Madison, and lockers will be made available at the on/duty facilities. Before any individual claims are progressed for lockers at Ft. Madison, the General Chairman will progress all locker complaints or issues in conference with the Director of Labor Relations.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.



T. M. Stone



M. Reedy

September 9, 2008

Mr. M. Reedy

Dear Sir;

This will confirm our understanding concerning the handling of hours of service relief under Article II, Section 4, of the Ft. Madison NYD-403 Implementing Agreement. Home terminal crews will be utilized in hours of service relief before an away-from-home terminal crew, whenever possible. The location of the train, as well as other factors will have an affect on which crews will be utilized in hours of service relief.

The Organization has expressed a desire to establish the order in which crews will be called in hours of service relief. The following will be the calling order for each location whenever a road crew is utilized for hours of service relief, subject to the conditions of paragraphs C, D and E of Article II, Section 4.

Trains operating from Chicago/Rochelle to Ft. Madison or Quincy:

1. Ft. Madison extra board
2. Ft. Madison pool
3. Away-from-home terminal crews

Note: When the home terminal of Ft. Madison has been eliminated, steps 1-2 will have no effect on the hours of service calling procedures.

Trains operating from Ft. Madison to Chicago/Rochelle – (via Geneva Subdivision)

1. Based upon the destination of the train and the availability of crews, by the first out Rochelle, Proviso or West Chicago extra board crew (non RCO).
2. Based upon the destination of the train and the availability of crews, by the first out Rochelle, Proviso or West Chicago pool crew.

Trains operating from Ft. Madison to Chicago – (via BNSF trackage rights)

1. By the first out Chicago extra board crew assigned to operate to Ft. Madison.
2. By the first out Chicago pool crew assigned to operate to Ft. Madison.
3. Away-from-home terminal crews

Note: It is understood a Chicago based pool and extra board assigned to operate to Ft. Madison may not be established initially in Chicago, due to the implementation provisions contained in Article IV of the NYD Implementing Agreement. Accordingly, except as provided below, steps 1 and 2 will have no effect on the calling procedures until which time a new Ft. Madison destination pool and/or extra board have been established in Chicago. The parties have agreed to allow Eastern 1 boards to supplement each other and it is understood the Carrier shall have the right to utilize this provision of the agreement even before the Ft. Madison pool/extra board have been established. (See Article II.3)

Extra board crews utilized in hours of service relief will be compensated in accordance with Article VI of the November 1, 2003 Memorandum of Agreement. Home terminal pool crews utilized in hours of service relief will be provided the applicable trip rate (where implemented) and returned to the foot of the board. Away-from-home terminal crews called for hours of service relief will be handled in accordance with Article V of this agreement.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.



T. M. Stone



M. Reedy
Gen Ch. UTU

September 9, 2008

Mr. M. Reedy
General Chairman - UTU
307 W. Layton Ave.
Milwaukee, Wi. 53207

Dear Sir;

During our discussions of the NYD – 403 Implementing Agreement, you requested a side letter and a request for relocation form letter be attached to this agreement to set forth the process and assist any trainmen electing to relocate their residence as a result of this transaction.

Under the provisions of Section 9 of the New York Dock Protection Agreement, the parties are required to determine, “the exact extent of the responsibility of the railroad during the time necessary for such transfer and for reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representative...”. The parties have agreed that any trainmen required to change his/her point of employment in order to retain or secure active employment, and meeting all provisions of the New New York Dock Protection Agreement, will be required to submit a written request to the Carrier for authorization for relocation benefits under the agreement. A relocation form has been attached to this side letter number 4, and must be completed and submitted to Director Labor Relations CNW/OPS, with a copy to the UTU Local Chairman, of a trainmen’s desire to relocate their personal residence. The Carrier will determine if the employee is entitled to relocation and moving benefits, under the conditions of New York Dock Protection Agreement. Trainmen meeting the conditions of the agreement will be advised in writing, and a meeting will be scheduled with the employee and UTU representative, and a Union Pacific representative to determine the benefits afforded under the provisions of Section 9, as noted below:

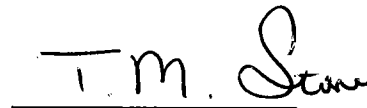
- 1) all expenses of moving household and other personal effects;

- 2) traveling and living expenses for employee and immediate family;
- 3) actual wage loss during the time necessary for such transfer (not to exceed three working days);

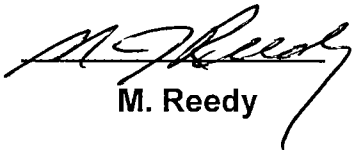
Any trainmen denied relocation benefits under this transaction will have the right to progress a claim to Arbitration, as set forth in the NYD Protection Agreement.

This side letter number 4 is not intended to add to, delete or modify any relocation benefits provided for within the New York Dock Protection Agreement.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.



T. M. Stone



M. Reedy

Request for Relocation

Date _____

Director Labor Relations-Ops/CNW
Union Pacific Railroad
1400 Douglas St, STOP 0710
Omaha, Ne. 68179

Dear Sir:

Pursuant to the provisions of the New York Dock Protection Agreement and NYD – 403 Implementing Agreement between the Union Pacific and the United Transportation Union, I am applying for the relocation benefits provided for within Section 9 and 12 of the NYD Protection Agreement. I was required to change my point of employment and residence as a result of the NYD-403 Implementing Agreement and request that I be considered for the relocation benefits set forth in the NYD Protection Agreement.

My current residence is located at: _____
(Street address)

(City) (State)

I own my home/rent my home _____
(own or rent)

My prospective residence is located at: _____
(City) (State)

I request a meeting between myself, my UTU Local Chairman and a Union Pacific representative, to determine in advance the exact extent of

benefits provided for within the NYD Protection Agreement, and the ways and means of transportation for my relocation.

(Print name)

(Employee signature)

Copy to UTU Local Chairman

September 9, 2008

Mr. M. Reedy
Mr. A. Nowlin

Dear Sirs:

During our discussions of the NYD-403 Implementing Agreement we discussed a form that could be used by employee's to apply for Protection Benefits under the above transaction. Attached is a standard application that may be used by employee's to request protection benefits. The form should be mailed to the Protection Department at the address listed.



T. Stone



A. Weed

**UNION PACIFIC RAILROAD APPLICATION
FOR PROTECTIVE BENEFITS**

SEND TO:

Protection Management
Union Pacific Railroad
1400 Douglas Street, STOP 0710
Omaha, NE 68179

Pursuant to the requirements of protection, Agreement NYD-403, claim is hereby filed on the basis that I am a Displaced or Dismissed employee as a result of the application/ implementation of said agreement. In accordance with the protective provisions contained in said agreement, I am entitled to an adjustment in compensation.

Name (Last, First, MI): _____ Employee ID: _____

Mailing Address: _____ Home Phone: _____

City: _____ State: _____ Zip: _____

POSITION PRIOR TO TRANSACTION

CIRC7: _____ BOARD: _____ POSITION: _____

POSITION AFTER TRANSACTION

CIRC7: _____ BOARD: _____ POSITION: _____

I have experienced a reduction in earnings/loss of employment as a result of the above identified agreement.

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signed: _____ Occupation: _____

Location: _____ Date: _____

September 9, 2008

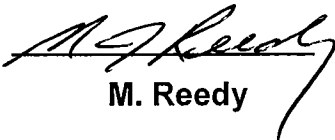
Mr. M. Reedy,

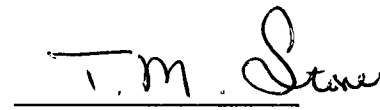
In connection with our New York Dock Agreement NYD - 403, we discussed Mr. L. J. Weidners crew consist status under the MPUL Crew Consist Agreement. With the execution of this agreement, all trainmen listed on attachment A and B, who work in the newly expanded CNW Eastern 1 seniority district will be governed by the CNW agreement. The Organization has requested the Carrier to allow Mr. Weidner the right to carry his crew consist protection on the MPUL over to the CNW, and be afforded the crew consist payments allowed to CNW employees with a pre-96 seniority date.

The Carrier is agreeable to the request set forth above, under the following conditions and arrangement:

- 1) Mr. Weidner will have dual seniority upon execution of this agreement. If Mr. Weidner relinquishes his MPUL seniority and transfers to the CNW Eastern 1 seniority district (outside Ft. Madison), he will be compensated as a CNW pre-96 crew consist trainman.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.


M. Reedy


T. M. Stone

September 9, 2008

Mr. M. Reedy;

In connection with our New York Dock Agreement NYD - 403, we discussed the various movements that could be made under the Agreement and the manner the train service employees would be compensated.

The current trip rate in effect between Ft. Madison, IA. and Chicago, IL., via the BNSF trackage rights will be reviewed and, if necessary, adjusted to reflect the CNW rates of pay. Ft. Madison or Chicago crews routed through Rochelle to their home or away-from-home terminal shall be paid a Rochelle/Ft. Madison trip rate and the additional miles run or deadheaded.

Crews assigned to operate via the BNSF trackage rights between Ft. Madison, IA. and Chicago, IL., have not operated the route through Quincy, IL. during the past ten (10) years. This infrequent operation does not lend itself to be incorporated in the current trip rate. The parties agreed to establish an additional mileage payment which will be added to the Chicago/Ft. Madison trip rate and payable only when crews operate to/from Quincy, IL., via BNSF trackage rights between Ft. Madison, IA. and Chicago, or Rochelle, IL. The Quincy, IL. route will be 40 additional rail miles, a deadheaded between Quincy and Ft. Madison an additional 68 highway miles (mileages subject to verification).

In addition, a trip rate will be developed for the crews that operate runs in the territory between Ft. Madison, IA. and Rochelle, IL. (Global 3). The New York Dock Implementing Agreement permits crews to operate through Rochelle, IL. on inbound and outbound movements to/from Chicago, IL. (CTC). The Rochelle, IL. based crews shall not operate to points in the CTC other than West Chicago, Proviso and Global 2, or points between, when required to operate through their home terminal of Rochelle. The parties agree to adopt an additional mileage payment when Rochelle, IL. based crews are utilized east of Rochelle (towards Chicago). The additional mileage will be equal to the roundtrip miles from Rochelle, IL to Global 2 (Proviso). These miles shall be added to the Ft. Madison – Rochelle trip rate. The parties agree the additional mileage payment is 128 miles. The Rochelle, IL. based crews will be entitled to the additional mileage payment provided herein, in addition to the Rochelle – Ft. Madison trip rate, regardless of where they receive their train between the east switch at

Rochelle, IL. and Global 2/Proviso, and are required to operate back through their home terminal. It is the intent of the parties to provide this additional payment to Rochelle based crews when required to operate their train through the home terminal of Rochelle to/from points east of Rochelle. Passing the east switch at Rochelle for head room, tail room, or switching operations at Rochelle will not satisfy the conditions for this additional payment.

Should a crew be utilized east of Rochelle, and be tied up at Rochelle prior to operating to Ft. Madison, they shall be paid these miles in addition to the Rochelle – Ft. Madison trip rate. A Ft. Madison crew utilized from Rochelle towards Chicago, and back through Rochelle to Ft. Madison shall receive the same payment.

Examples:

1) A Ft. Madison crew is called on duty at the away-from-home terminal of Rochelle to deadhead to Global 2. The crew operates a train to Ft. Madison via Rochelle. The crew would be paid the 128 mile payment in addition to the Rochelle – Ft. Madison trip rate.

2) A Ft. Madison AFHT crew or a Rochelle home terminal crew is called to deadhead from Rochelle to Chicago, then operate to Ft. Madison via the BN trackage rights. The crew would be paid the miles deadheaded between Rochelle and the point in Chicago where service begins, and the Chicago – Ft. Madison trip rate.

3) A Rochelle home terminal crew is called on duty at the away-from-home terminal of Ft. Madison to operate to Global 2. The crew operates a train through Rochelle to Global 2 and deadheads back to Rochelle. The crew would be paid the 128 mile payment in addition to the Rochelle – Ft. Madison trip rate.

4) A Rochelle home terminal crew is called at Rochelle to deadhead to West Chicago and operate a train back through Rochelle to Ft. Madison. The crew would be paid the 128 mile payment in addition to the Rochelle – Ft. Madison trip rate.

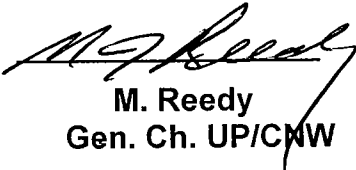
5) A Ft. Madison home terminal crew, or a Chicago crew at the AFHT, is called at Ft. Madison and operates through Rochelle to a point inside the CTC, then tied up in Chicago. The crew will receive a Ft. Madison to Rochelle trip rate, plus the additional miles from Rochelle to the point where the train was yarded.

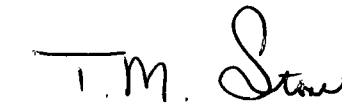
Crews assigned to operate between Rochelle and Ft. Madison will not be utilized to shuttle cars between Rochelle and the CTC, except in connection with their trains to/from Ft. Madison/Quincy, as set forth above. Freight crews operating through Rochelle to Ft. Madison/Quincy, under this agreement may pick up at Rochelle. Crews operating from Ft. Madison/Quincy may set out at Rochelle before operating east of Rochelle.

It is further understood the twenty-five (25) mile zone conditions contained in Article VII of the November 1, 2003 Memorandum of Agreement will not apply at Rochelle, IL. to crews assigned to operate under the conditions established in this New York Dock Implementing Agreement.

Trainmen operating through Rochelle, or Quincy, under the terms and conditions of this side letter number 7 will have the additional miles paid at the ID overmile rate as set forth in Article X, of the November 1, 2003 Memorandum of Agreement.

If this accurately reflects our understanding, please indicate your concurrence by signing in the space provided below.


M. Reedy
Gen. Ch. UP/CNW


T. M. Stone

Side letter no. 8

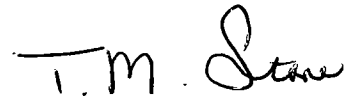
September 9, 2008

Mr. M. Reedy

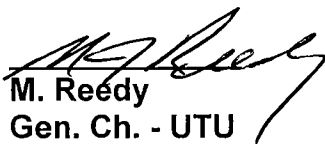
Dear Sir;

The parties recognize the Implementing Agreement dated May 23, 2007, establishing operations between Rochelle and Ft. Madison through the Edelstein connection, will be cancelled with the signing of the NYD – 403 Agreement. This side letter is to clarify our understanding that operations between Rochelle and Ft. Madison will be under the terms and conditions of this NYD-403 Implementing Agreement, during the implementation period set forth in Section IV, as well as the time period after Ft. Madison has been eliminated as a home terminal.

If this accurately reflects our understanding, please sign in the space provided below.



T. M. Stone



M. Reedy
Gen. Ch. - UTU

September 9, 2008

Mr. M. Reedy

Dear Sir;

This will confirm our understanding concerning the handling of Ft. Madison crews under the NYD – 403 Implementing Agreement, as it pertains to reverse lodging and the opportunity for the Ft. Madison trainmen to mark off at the away-from-home terminal of Ft. Madison.

I. Reverse Lodging

A. Reverse lodging will be provided to the Ft. Madison trainmen on Attachment A and B, at Rochelle and Chicago, under the following conditions:

1) While Ft. Madison is a home terminal, trainmen who are involuntarily required to occupy a position in Rochelle due to not having sufficient seniority to hold a position in Ft. Madison, reverse lodging will be provided.

2) When Ft. Madison has been eliminated as a home terminal and the Ft. Madison trainmen listed on Attachment A and B have elected to bid in a position with the home terminal of Rochelle or Chicago (operating to Ft. Madison), reverse lodging will be provided.

B. Ft. Madison trainmen meeting the qualification above, will be provided lodging at Rochelle and Chicago, provided such trainmen would have qualified for lodging at the away-from-home terminal of Ft. Madison. Ft. Madison trainmen will be required to contact CMS and notify them of their desire to establish reverse lodging while assigned at Rochelle or Chicago. No away-from-home terminal payments, including held away-from-home terminal time, will be provided at Chicago or Rochelle for employees taking reverse lodging. Away from home terminal benefits, including held-away-from home terminal time will apply at the away-from-home terminal of Ft. Madison, provided the trainmen remains marked up and

available for the return trip to Chicago or Rochelle, as set forth in Section II below.

Trainmen provided reverse lodging under the provisions of this side letter will be required to furnish their own transportation to and from the lodging facility.

Employee's provided reverse lodging at Chicago or Rochelle will not be entitled to company lodging at Ft. Madison.

Employee's receiving relocation benefits under NYD-403 Implementing Agreement, will not be provided reverse lodging.

Trainman provided reverse lodging will be required to check out of the lodging facility when called for service at Rochelle or Chicago, and when marked off.

II. Marking off at the Away-from-home terminal

Ft. Madison trainmen listed on Attachment A and B, who are unable to hold a position at the home terminal of Ft. Madison during the five year implementing period and are temporarily home terminated at Rochelle, may request to mark off at their away-from-home terminal of Ft. Madison. This arrangement will be in place during the minimum five year implementation period, as set forth in Article IV of the NYD-403 Implementing Agreement, and will be provided for an additional two year period following the Carrier's elimination of all positions home terminated in Ft. Madison. The request to mark off at the away-from-home terminal of Ft. Madison for this minimum of seven years will be under the following conditions and arrangement.

A) While trainmen are home terminated at Ft. Madison, trainmen listed on Attachment A and B who are unable to hold an assignment in Ft. Madison, and have temporarily exercised seniority to Rochelle may request the right to mark off at Ft. Madison. Any mark off request will be subject to normal mark off procedures through CMS. The trainmen permitted to mark off at Ft. Madison will have their turn deactivated at Ft. Madison and when marking up will reactivate their turn at the foot of the board.

B) After Ft. Madison has been eliminated as a home terminal, trainmen may request the right to mark off at their away-from-home terminal of Ft. Madison for an additional two year period, under the

guidelines set forth in paragraph A, above. During this additional two year period all mark off requests will be subject to normal procedures through CMS. The trainmen permitted to mark off at Ft. Madison will have their turn deactivated at Ft. Madison and when marking up will reactivate their turn at the foot of the board.

Following the two year trial period (two years after Ft. Madison has been eliminated as a home terminal), the Carrier may cancel the arrangement with a thirty day written notice to the General Chairman. During this thirty day period the Carrier will discuss the problems associated with trainmen marking off at Ft. Madison with the General Chairman, and if unable to resolve the problems, Section II of this side letter will be cancelled at the expiration of the thirty day notice.

Trainmen marking off for a period of five days or more will be required to mark off at their home terminal (Chicago/Rochelle) and will not be permitted to mark off at Ft. Madison.

C) The following will apply to both Sections A and B of this Section II, pertaining to trainmen marking off at Ft. Madison.

1) Trainmen home terminated in Rochelle or Chicago who mark off at any time while their turn is in Ft. Madison will forfeit any and all away-from-home terminal benefits, including held-away-from-home terminal time for that round-trip. Trainmen marking up in Ft. Madison will not activate or generate any away-from-home terminal benefits or payments while waiting for their turn to be called. Trainmen will be entitled to the away-from-home terminal benefits and held-away time on a trip when they do not mark off at their away-from-home terminal of Ft. Madison. It is also understood no trainmen will be entitled to held-away-from home terminal benefits or time while at their home terminal of Rochelle or Chicago.

2) During the periods provided for in Sections A and B above (five years/ two years = seven year minimum), any trainman marking off in excess of two non-compensated occurrences, or an excess of seventy-two cumulative hours at the away-from-home terminal of Ft. Madison, during any semi-monthly pay period, will have their mark off privileges at Ft. Madison suspended for the remainder of that pay period and the next pay period. This will not prohibit the trainmen from requesting the right to mark off at their home

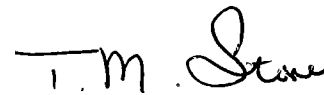
terminal (also marking up at home terminal – Chicago/Rochelle), nor will this arrangement prohibit the Carrier from progressing absenteeism charges if warranted.

3) All existing CNW agreements not amended by the side letter, including automatic mark up, guarantee forfeitures, etc, will remain in full effect.

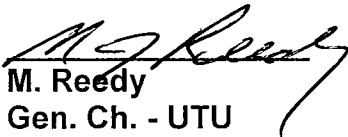
4) Any trainman receiving the relocation benefits contained in the NYD – 403 Agreement will not be entitled to the mark off privileges at Ft. Madison.

During our discussions of Ft. Madison trainmen marking off at the away-from-home terminal of Ft. Madison, the Carrier expressed a concern that trains could be delayed and additional expense could be incurred with allowing trainmen to mark off at the away-from-home terminal. The parties have agreed the approval of the mark off request will be contingent upon the Carrier being able to efficiently operate trains through Ft. Madison without delay.

If this accurately reflects our understanding, please sign in the space provided below.



T. M. Stone



M. Reedy
Gen. Ch. - UTU

Questions and Answers -

Section II – New Operations

1. Q. May the Carrier establish a trainmen's pool in Chicago to operate on the BNSF trackage rights while trainmen are retained in Ft. Madison?

A. Yes, subject to the provisions of Article IV B.
2. Q. Will CNW road crews operating to/from Ft. Madison (any route) be provided the \$1.50 meal allowance?

A. Yes, the provision of the new ops, as amended, under the 1996 Merger agreement applies, where applicable. Subject to any modification contained in this agreement.
3. Q. If a former Kansas City Hub trainman (listed on Attachment A) with 10 years of seniority exercises seniority onto the former CNW, will he/she have prior rights to the Chicago to Ft. Madison (BNSF trackage rights) pool positions over a CNW trainman with 30 years of service?

A. Yes. The Kansas City Hub trainmen on Attachment A who exercise their right to work on the CNW Eastern 1 seniority roster will have prior rights to all pool positions home-terminaled in Chicago bulletined to operate over the BNSF trackage rights and fifty percent of the positions home-terminaled at Rochelle that are bulletined to operate to Ft. Madison. The Kansas City Hub trainmen on Attachment A will not have prior rights to the extra board positions established with the home-terminal of Chicago. (Trainmen listed on Attachment B, will not have any prior rights to the Chicago or Rochelle positions.)
4. Q. Are the terms prior-right trainmen and trainmen on Attachment A, all considered as being the same?

A. Yes
5. Q. Does a KC Hub trainmen listed on Attachment A and B have the right to bid or bump onto non-prior rights positions on the CNW Eastern 1 Seniority District?

A. Yes, exercise of seniority to a non-prior right position will be through the newly established seniority date provided for by this Agreement.

6. **Q. Will a trainman be required to drive his/her personal vehicle to any point other than their bulletined/assigned on duty point?**
- A. No**
7. **Q. Under Article IV, D 1 and 3, Kansas City Hub trainmen that elect to exercise seniority out of Ft. Madison to the Kansas City Hub or onto the CNW, will be removed from one of the two seniority rosters. Will the forfeiture of trainmen's seniority on the other seniority district also apply if the trainmen elect to enter the engineer training program?**
- A. Yes. If dual seniority trainmen listed on attachment A or B elect to enter the engineer training program on the Kansas City Hub, they will be removed from the CNW trainmen's seniority roster. If the trainmen elect to enter the CNW engineer training program, they will be removed from the Kansas City Hub trainmen's seniority roster.**
8. **Q. Will a crew home terminal in Chicago be permitted to tie up at Rochelle as an away-from-home terminal?**
- A. No. Neither shall a crew with home terminal at Rochelle tie up at Chicago.**

Section IV – Implementation

9. **Q. Will trainmen listed on Attachment A and B, who become inactive due to leave of absence, medical or discipline (subject to appeal) be entitled to return to their prior rights or non-prior rights status upon returning to service.**
- A. Yes, provided they have not forfeited their rights under the provisions set forth in Section IV, D.**
10. **Q. If an trainmen listed on attachment A or B is cut off in Ft. Madison, resulting in seniority being exercised on the Kansas City Hub, may the trainmen subsequently return to Ft. Madison and retain his/her prior right or non-prior rights status.**
- A. Yes, provided they have not forfeited their rights under the provisions set forth in Section IV, D. or the applicable collective bargaining agreement.**

11. Q. If Attachment A and B has a total of 15 employees remaining, and the Carrier adds a position(s) operating between Ft. Madison and Chicago/Rochelle, how will the job(s) be bulletined/increased?
A. If all 15 dual seniority trainmen are holding a job in Ft. Madison, the position will be bulletined/increased in Chicago. If only 14 (or less) of the 15 dual seniority trainmen are working in Ft. Madison, the position must first be bulletined/increased in Ft. Madison. If any position goes no bid, it would then be bulletined/increased in Chicago.
12. Q. Do the trainmen on Attachment A and B have prior rights to the positions in Ft. Madison, while Ft. Madison is retained as a home terminal?
A. Yes, however if trainmen on Attachment A and B fail to exercise their seniority to an available position in Ft. Madison, they will have relinquished their rights to hold a position at Ft. Madison.
13. Q. If trainmen positions are added in Chicago to operate over the BNSF as provided in Section IV (during the time period trainmen are retained in Ft. Madison) and business levels require a reduction in force, how will the pools/extra boards be adjusted?
A -1. Trainmen on Attachment A have prior rights to the work over the BNSF trackage rights, therefore CNW Eastern 1 non-prior right trainmen assigned to the pool in Chicago would be reduced before any prior righted trainmen on Attachment A would be reduced in Ft. Madison.
A-2. If a trainman on Attachment A had previously bid in a vacancy with the home terminal of Chicago, the former MPUL trainmen made an election to follow the work to the CNW (Section IV, D), forfeiting all MPUL seniority. In this case, the trainman's prior right seniority will be considered in the reduction of a position in the pool. The junior prior right trainman on Attachment A, whether in Chicago or Ft. Madison would be reduced in this situation. If the Chicago trainman was junior to the Ft. Madison trainman, he/she would be reduced and would be required to utilize their prior rights seniority at Rochelle, or the newly acquired CNW seniority date.

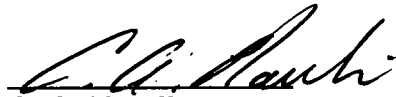
Section VII – Protection

14. Q. Will the trainmen listed on Attachment A and B be the only Kansas City Hub trainmen considered for NYD benefits?

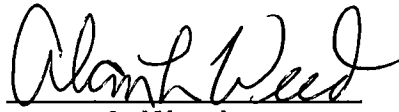
A. Yes

15. Q. When will the protection period begin for an employee affected by this agreement?

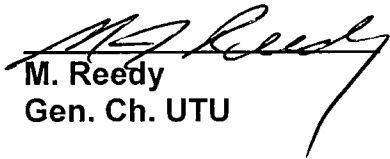
A. Protection benefits will extend from the date on which an employee is “displaced” or “dismissed”, as defined by the terms and conditions of the protection agreements.



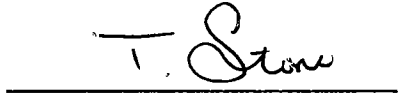
C. A. Nowlin
Gen. Ch. UTU



A. Weed
Director Labor Relations



M. Reedy
Gen. Ch. UTU



T. Stone
Director Labor Relations