

BALLOT

Interim Agreement to Establish Service
between Rochelle, Illinois, and Fort
Madison, Iowa.

Accept

Reject

Local Chairman

Date

Local

March 29, 2007

Mr. Michael Reedy
General Chairman – UTU
307 W. Layton Ave.
Milwaukee, Wi. 53207

Mr. C. Al Nowlin
General Chairman - UTU
4702 W. Commercial Dr., Suite A
North Little Rock, Ak. 72116

Gentlemen:

As requested during our conference on March 15, 2007, attached is a proposed implementing agreement for new service between Rochelle, IL and Ft. Madison, IA. We also discussed in the conference failure of your Organization to accept or ratify the proposed agreement, the Union Pacific intends to pursue its rights under Article IX, of the UTU 1985 National Agreement and/or Article IV of New York Dock Conditions.

With the execution of this interim agreement the Carrier will withdraw it's Article IX notice dated February 12, 2007, and the establishment of this new run will not be under the terms and conditions of Article IX of the 1985 UTU National Agreement .

Robbin Rock
Director - UP

Terry Stone
Director - UP

cc: C. R. Orosco

March 29, 2007

**Mr. Michael Reedy
General Chairman – UTU
307 W. Layton Ave.
Milwaukee, Wi. 53207**

**Mr. C. Al Nowlin
General Chairman - UTU
4702 W. Commercial Dr., Suite A
North Little Rock, Ak. 72116**

Gentlemen:

This will confirm our conference held on March 15, 2007, and subsequent discussions, wherein we discussed the Union Pacific's (UP) Article IX of the UTU 1985 National Agreement notice dated February 12, 2007, to establish new interdivisional service between Ft. Madison, Iowa and Rochelle/Chicago, Illinois. During our conference we agreed the existing Ft. Madison to Chicago operation over the BNSF trackage rights will remain unchanged by this interim arrangement and will continue to operate under the Missouri Pacific Upper Lines (MPUL) Agreement. We also reached an understanding to implement the new operation between Ft. Madison, IA and Rochelle, IL under the conditions set forth below. These conditions will serve as the implementing agreement on new the Rochelle-Ft. Madison service and will be utilized as an interim agreement until an agreement concerning the matter covered by Union Pacific's New York Dock, Article IV notice dated February 12, 2007, has been finalized and implemented. Accordingly, the following agreement provisions will summarize our understanding concerning the implementation of the new service described above.

- 1) New service will be established to operate between Rochelle, the home terminal, and Ft. Madison, the away from home terminal, via the**

UP/BNSF Edelstein connection on the UP/CNW Lines Peoria Subdivision.

- 2) 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 of the MPUL (Kansas City Hub) and Chicago North Western (CNW). The equity arrangement for the pool and non-RCO road extra board slots will be bulletined in the following order:**

Pool: 1 – MPUL (Kansas City Hub)	Extra board: 1- CNW
2 – CNW	2 - MPUL (KC Hub)
3 – MPUL (Kansas City Hub)	3 - CNW
4 – CNW	4 – MPUL (KC Hub)
MPUL – odd #'s, CNW even #'s	MPUL – even #'s, CNW odd #'s

The MPUL (Kansas City Hub) pool slots at Rochelle will be bulletined to the entire Kansas City Hub Trainmen’s seniority district. MPUL (Kansas City Hub) Trainmen will not be force assigned to the slots at Rochelle. CNW Trainmen will be assigned to the CNW slots and no bid MPUL (Kansas City Hub) slots, in accordance with the CNW agreement.

If the MPUL (Kansas City Hub) trainmen elect not to bid in their equity slots at Rochelle, the slots will be awarded to the CNW trainmen, with the MPUL (Kansas City Hub) trainmen retaining rights to their slots in the pool and extra board.

MPUL (Kansas City Hub) trainmen electing to hold positions at Rochelle will not be permitted to voluntarily exercise seniority out of Rochelle for a sixty day (60) period. A trainman may only exercise his/her seniority elsewhere during the sixty (60) days hold down period if displaced by a senior trainman or if his/her slot is abolished in the Rochelle pool or extra board.

The parties agree to meet upon request by either General Chairman to review the miles for the purpose to maintain the 50/50 equity and mutually determine what action, if any, is necessary for equalization.

- 3) A non-RCO road extra board shall be established at Rochelle to protect the Rochelle – Ft. Madison service. The extra board shall fill vacancies in the new pool, as well as provide hours-of-service relief.**
- 4) The CNW Agreements (including Article II – New Operations of the June 28, 1996 Merger Implementing Agreement, as amended) will apply to the operation of this pool and non-RCO extra board at Rochelle. Any trainmen assigned to the new pool and extra board established under**

this interim agreement at Rochelle, will be treated as a pre-June 12, 1996 trainman in the application of the rates of pay.

- 5) Employees in this new pool held at the away-from-home terminal of Ft. Madison 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.**

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

Employees called for any service at the away-from-home terminal and tied up again at the away-from-home terminal must re-compute(restart) their time for the held away payments based upon their last time tie up time.

- 6) The new Rochelle to Ft. Madison pool and extra board will be guaranteed and compensated under the provisions of the November 1, 2003 Memorandum Agreement. Lockers will not be provided at the away-from-home terminal or home terminal if a hotel room is provided.**
- 7) Crews tied up under the HOS destined for Ft. Madison will be relieved in the following manner: 1) Ft. Madison extra board (only if the train is between the north end of the new Edelstein siding and Ft. Madison), 2) Rochelle crew tied up at Ft. Madison, 3) Rochelle pool, 4) Rochelle non-RCO road extra board.**

Crews tied up under the HOS destined for Rochelle will be relieved in the following manner: 1) Rochelle non-RCO road extra board, 2) Rochelle pool, 3) Rochelle crew tied up at Ft. Madison.

It is understood that pool crews can pick up a train in combined service and operate to the far terminal, without regard to the steps set forth above.

Relief crews will be subject to the existing hours of service conditions under the CNW agreement.

- 8) A MPUL trainman assigned and marked up on the Rochelle pool or non-RCO road extra board will be entitled to lodging at Rochelle. Lodging will not be provided to MPUL trainmen at the away-from-home terminal of Ft. Madison.**

A CNW trainman who is forced assigned to the Rochelle pool or non-RCO extra board will be entitled to lodging at Rochelle, while assigned and marked up, provided they reside over 30 miles from Rochelle.

Any CNW trainmen provided lodging at Rochelle will be required to check out of the lodging facility if marked off.

Under no circumstances will the Carrier be required to provide lodging at Rochelle for more than the total number of 1) MPUL trainmen assigned to the new pool and extra board, 2) CNW trainmen who are force assigned to the new pool and extra board.

- 9) With the execution of this interim agreement the Carrier will withdraw its Article IX notice dated February 12, 2007, resulting in this agreement being outside the terms and conditions of Article IX of the 1985 UTU National Agreement.**
- 10) If issues arise concerning the application of this interim agreement, the parties agree to meet within ten (10) days to address the situation.**
- 11) This interim agreement will automatically terminate in concert with the Carrier's implementation of operations in the matter covered by Union Pacific's New York Dock, Article IV notice dated February 12, 2007.**
- 12) The terms and conditions of this interim agreement are for the implementation of the new service between Rochelle and Ft. Madison via the Edelstein connection. This agreement and the conditions set forth herein are with out prejudice to either party's positions, are with out precedent and will not be referred to in any manner except in the administration of this agreement.**

Signed this ___ day of _____, 2007, in Omaha, Nebraska.

**For the United Transportation
Union:**

**For the Union Pacific
Railroad:**

Michael Reedy
General Chairman - UTU

Robbin Rock
Director – Labor Relations

C. Al Nowlin
General Chairman - UTU

Terry Stone
Director – Labor Relations

Approved:

John Babler
International Vice President - UTU

March 29, 2007

Mr. Terry M. Stone
Director Labor Relations
Union Pacific Railroad
1400 Douglas Street
STOP 0710
Omaha, NE 68179-0710

Dear Mr. Stone:

Regarding the interim agreement of this date providing for service between Rochelle, Illinois and Fort Madison, Iowa the parties agree that the third paragraph of Item No. 5 intends that a crew called on duty at the away-from-home terminal shall actually perform service. A cancelled call, or called and not used or needed, shall not interrupt the continuous time payment calculated from the prior tie-up.

If this accurately reflects our understanding please indicate your concurrence below.

Sincerely,

Michael J. Reedy
General Chairman, G.C.A.

MJR:jg

I Concur:

Terry M. Stone

Date

MESSAGE TEXT

**UNION PACIFIC RAILROAD CO. (FORMER CNW) EASTERN SENIORITY
DISTRICT #1**

FT. MADISON, KANSAS CITY AND JEFF CITY (MPUL HUB KC)

ATT: E1, PGA EFFECTIVE 04/06/07 @ 0001

AWARDED TO:

BULLETIN # ROCH-T-50205

DATE ISSUED: 03/29/07

OMAHA, NEBRASKA

(THURSDAY TO THURSDAY)

ADVERTISING THE FOLLOWING VACANCY AT ROCHELLE,ILLINOIS:

POSITION..... CONDUCTOR 1-MPUL, 1-CNW, 1-MPUL (3)

PERMANENT OR TEMPORARY.... PERMANENT

**JOB DESCRIPTION..... ROCHELLE-INTERDIVISIONAL POOL FREIGHT
HOME TERMINAL ROCHELLE, IL. AFHT FT. MADISON.
OPERATES ROCHELLE TO FT. MADISON VIA THE EDELSTEIN
CONNECTION.**

CMS JOB ID..... TO BE DETERMINED , 2-MPUL & 1-CNW

START TIME..... VARIOUS

REST DAY..... NONE

BULLETINED ACCT..... NEW POOL.

BULLETIN EXPIRES..... (04/04/07) 12:00 (THURSDAY)

**** NOTE: NO MPUL TRAINMEN WILL BE FORCE ASSIGNED. ANY MPUL
POSITION THAT GOES NO BID WILL BE ASSIGNED TO THE CNW.**

**NO BIDS WILL BE ACCEPTED AFTER THE ABOVE STATED EXPIRATION DATE
AND TIME.**

CMS BULLETIN DISPATCHER: WC SCHENDEL

MESSAGE TEXT

**UNION PACIFIC RAILROAD CO. (FORMER CNW) EASTERN SENIORITY
DISTRICT #1**

FT. MADISON, KANSAS CITY AND JEFF CITY (MPUL HUB KC)

ATT: E1, PGA EFFECTIVE 04/06/07 @ 0001

AWARDED TO:

**BULLETIN # ROCH-E-50305
DATE ISSUED: 03/29/07
OMAHA, NEBRASKA
(THURSDAY TO THURSDAY)**

ADVERTISING THE FOLLOWING VACANCY AT ROCHELLE,ILLINOIS:

POSITION..... ENGINEER 1-MPUL, 1-CNW, 1-MPUL (3)

PERMANENT OR TEMPORARY.... PERMANENT

**JOB DESCRIPTION..... ROCHELLE-INTERDIVISIONAL POOL FREIGHT
HOME TERMINAL ROCHELLE, IL. AFHT FT. MADISON.
OPERATES ROCHELLE TO FT. MADISON VIA THE EDELSTEIN
CONNECTION.**

CMS JOB ID..... TO BE DETERMINED , 2-MPUL & 1-CNW

START TIME..... VARIOUS

REST DAY..... NONE

BULLETINED ACCT..... NEW POOL.

BULLETIN EXPIRES..... (04/04/07) 12:00 (THURSDAY)

**** NOTE: NO MPUL ENGINEER WILL BE FORCE ASSIGNED. ANY MPUL
POSITION THAT GOES NO BID WILL BE ASSIGNED TO THE CNW.**

**NO BIDS WILL BE ACCEPTED AFTER THE ABOVE STATED EXPIRATION DATE
AND TIME.**

CMS BULLETIN DISPATCHER: WC SCHENDEL

MESSAGE TEXT

**UNION PACIFIC RAILROAD CO. (FORMER CNW) EASTERN SENIORITY
DISTRICT #1**

FT. MADISON, KANSAS CITY AND JEFF CITY (MPUL HUB KC)

ATT: E1, PGA EFFECTIVE 04/06/07 @ 0001

AWARDED TO:

**BULLETIN # ROCH-T-50405
DATE ISSUED: 03/29/07
OMAHA, NEBRASKA
(THURSDAY TO THURSDAY)**

ADVERTISING THE FOLLOWING VACANCY AT ROCHELLE,ILLINOIS:

POSITION..... TRAINMEN

PERMANENT OR TEMPORARY.... PERMANENT

**JOB DESCRIPTION..... ROCHELLE-INTERDIVISIONAL POOL FREIGHT
HOME TERMINAL ROCHELLE, IL. AFHT FT. MADISON.
OPERATES ROCHELLE TO FT. MADISON VIA THE EDELSTEIN
CONNECTION.**

CMS JOB ID..... TO BE DETERMINED , 1 POSITION

START TIME..... VARIOUS

REST DAY..... NONE

BULLETINED ACCT..... NEW POOL.

BULLETIN EXPIRES..... (04/04/07) 12:00 (THURSDAY)

**** NOTE: NO MPUL TRAINMEN WILL BE FORCE ASSIGNED. ANY MPUL
POSITION THAT GOES NO-BID WILL BE ASSIGNED TO THE CNW.**

**NO BIDS WILL BE ACCEPTED AFTER THE ABOVE STATED EXPIRATION DATE
AND TIME.**

CMS BULLETIN DISPATCHER: WC SCENDEL

MESSAGE TEXT

**UNION PACIFIC RAILROAD CO. (FORMER CNW) EASTERN SENIORITY
DISTRICT #1**

FT. MADISON, KANSAS CITY AND JEFF CITY (MPUL HUB KC)

ATT: E1, PGA EFFECTIVE 04/06/07 @ 0001

AWARDED TO:

BULLETIN # ROCH-E-50405

DATE ISSUED: 03/29/07

OMAHA, NEBRASKA

(THURSDAY TO THURSDAY)

ADVERTISING THE FOLLOWING VACANCY AT ROCHELLE,ILLINOIS:

POSITION..... ENGINEER

PERMANENT OR TEMPORARY.... PERMANENT

**JOB DESCRIPTION..... ROCHELLE-INTERDIVISIONAL POOL FREIGHT
HOME TERMINAL ROCHELLE, IL. AFHT FT. MADISON.
OPERATES ROCHELLE TO FT. MADISON VIA THE EDELSTEIN
CONNECTION.**

CMS JOB ID..... TO BE DETERMINED , 1 POSITION

START TIME..... VARIOUS

REST DAY..... NONE

BULLETINED ACCT..... NEW POOL.

BULLETIN EXPIRES..... (04/04/07) 12:00 (THURSDAY)

**** NOTE: NO MPUL ENGINEER WILL BE FORCE ASSIGNED. ANY MPUL
POSITION THAT GOES NO-BID WILL BE ASSIGNED TO THE CNW.**

**NO BIDS WILL BE ACCEPTED AFTER THE ABOVE STATED EXPIRATION DATE
AND TIME.**

CMS BULLETIN DISPATCHER: WC SCENDEL