

AGREEMENT
Between the
UNION PACIFIC RAILROAD COMPANY
and the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

In order to establish a progression career path for Telecommunications Department employees working under the collective bargaining agreement between the Union Pacific Railroad Company and International Brotherhood of Electrical Workers:

IT IS AGREED:

It is in the best interest to provide measures to allow employees in the telecommunications craft training, experience and skills for advancement to higher level positions within the craft. Additionally, it is important that employees possess the necessary skills and training to undertake the implementation of new technology in the future. Therefore, it is the parties' intent to make the following changes to the Collective Bargaining Agreement dated January 1, 2003, to be effective January 1, 2009:

- I. Changes to Rules 4 and 5

RULE 4. CLASSIFICATION OF WORK AND QUALIFICATIONS.

(A) ELECTRONIC TECHNICIAN

(1) An Electronic Technician shall possess a thorough knowledge of electronic theory, understand the operation of electronic components, and circuits, and must be able to read and understand electronic schematics. Electronic Technicians must be familiar and competent in the operation of test equipment such as, but not limited to, multimeters, frequency counters, watt meters, service monitors, spectrum analyzers, frequency generators, frequency selective level meters, transmission test sets, digital transmission testers, and other types of telecommunications test equipment. Electronic Technicians shall be required to operate any hand and power tools needed to accomplish the work. Electronic Technicians shall possess advanced computer skills. Electronic Technicians will perform their assigned work without direct individual supervision.

(2) An Electronic Technician must possess a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school. An Electronic Technician shall be classified as an Electronic

Technician C until completing all required training and obtaining a Federal Communication Commission General Radiotelephone Operator license, at which time the employee will be promoted to Electronic Technician B. However, any Electronic Technician C who fails to complete the required training and/or fails to obtain a Federal Communication Commission General Radiotelephone Operator License, or equivalent within the two hundred forty-four (244) work days of service will relinquish any and all seniority rights and the employee will be considered as voluntarily resigned from the service of the Carrier.

If a new hire has obtained a Federal Communication Commission General Radiotelephone Operator license and has a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school or equivalent experience, management shall place the new hire as an Electronic Technician B.

An Installation Technician A or Lead Installation Technician who obtains a Federal Communication Commission General Radiotelephone Operator license and has a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school or equivalent experience, may make application for a new or vacant position within any Electronic Technician district roster. If no bids are received by the current district roster employees or by an Electronic Technician desiring to transfer from another seniority district, then the senior Installation Technician A or Lead Installation Technician applying for such position will be awarded the position and placed on the applicable roster as an Electronic Technician B. Existing rules and understandings relating to transfers will apply to the establishment of seniority in this instance.

A District Installation Technician who obtains a Federal Communication Commission General Radiotelephone Operator license, has a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school or equivalent experience, and has four hundred eighty-eight (488) working days of service as a District Installation Technician will be reclassified to an Electronic Technician B at his or her current location. A District Installation Technician so reclassified will have his or her rate of pay preserved until promoted to Electronic Technician A.

(3) An Electronic Technician shall be classified as an Electronic Technician B for four hundred eighty-eight (488) working days of service. An employee completing four hundred eighty-eight (488) working days of service as an Electronic Technician B shall be promoted to position of Electronic Technician A. It is understood the promotion from Electronic Technician B to Electronic Technician A is based only on time in grade.

(4) (a) Employees holding the position of Senior Electronic Technician as of December 31, 2008 will be grandfathered in that position subject to the conditions of being available for after hour calls, unless other arrangements have been made with proper authority and successfully completing any new technology training labs related to their work as required with a passing grade. The employee will be given two (2) opportunities to do so, except as otherwise agreed to by the General Director of Telecommunications and the General Chairman.

Any grandfathered Senior Electronic Technician who fails to maintain the requirements listed above will revert to their former Electronic Technician position. It is understood that such reversion is not considered discipline and that the Carrier is not subject to any claim on behalf of an Electronic Technician who fails to maintain the requirements listed above. A grandfathered Senior Electronic Technician may upon thirty (30) days written notification to his manager and local chairman, return to his or her former Electronic Technician classification.

(b) As of January 1, 2009, the position of Senior Electronic Technician will be a bid position, filled based on business need as determined at the sole discretion of management. A Senior Electronic Technician will be responsible for an assigned location or territory and will be required to direct the work of Installation Technicians and/or Electronic Technicians on their assigned projects or territory.

Senior Electronic Technicians will make themselves available for after hour calls, unless other arrangements have been made with proper authority, and must successfully complete any new technology training labs related to their work as required with a passing grade. The employee will be given two (2) opportunities to do so, except as otherwise agreed to by the General Director of Telecommunications and the General Chairman. Additionally qualified applicants must demonstrate the ability to be self-directed and be focused on leading those assigned to work under their direction.

Senior Electronic Technician positions will be filled by seniority and qualifications in the following order:

- i. Electronic Technician on the District Roster;
- ii. Electronic Technician on other rosters;
- iii. Qualified Installation Technician or Shop Technician;
- iv. External qualified candidate, subject to meeting the requirements of 4(C)(3).

If management determines that an individual filling a bulletined Senior Electronic Technician position does not demonstrate the aptitude

for the position within ninety (90) working days, the Senior Electronic Technician may be disqualified from the position. Prior to the disqualification of the Senior Electronic Technician, the manager will meet with the employee and the Organization's representative to discuss corrective actions that are required by the Senior Electronic Technician. If after a reasonable time, not more than ninety (90) working days, satisfactory progress has not been made, the Senior Electronic Technician may be removed from the position without the right of a formal investigation, and allowed to exercise seniority pursuant to Rule 16.

(5) (No Changes)

(B) SHOP TECHNICIAN.

(1) Shop Technicians shall possess a thorough knowledge of electronic theory, understand the operation of electronic components and be able to read and understand mechanical and electrical schematics. Shop Technicians must be familiar and competent in the operation of test equipment such as, but not limited to, voltmeters, oscilloscopes, frequency counters, service monitors, spectrum analyzers, frequency generators and other types of telecommunications test equipment. Shop Technicians shall have basic computer skills.

(2) Shop Technicians shall possess a two-year Associate Degree in Electronic Technology or greater from a generally recognized school. Applicants must demonstrate their technical ability by passing an examination and must demonstrate alignment and troubleshooting techniques.

(3) The Carrier shall have the right to assign the position of Senior Shop Technician, based on seniority and ability, to any Shop Technician who has A+ Certification, sufficient practical experience in Shop Technicians' work, who is capable of working on all products, capable of training other Shop Technicians on all products and capable of organizing the work load for Shop Technicians.

(4) Shop Technicians work shall consist of inspecting, testing, adjusting, repairing, *other than leased*, base station analog radios, base station analog radio modules, FOTs, hot box radio repair (including RF link radios), locomotive voice radios (except installation and removal of rolling stock), mobile radios, portable radios, Teklogic equipment, Data South printers, MDS radios, analog multiplex equipment associated with microwave radios, EOTs and EOT module, and similar work, without individual supervision.

(5) Shop Technicians shall be required to operate any hand and power tools needed to accomplish the work. In addition, they shall have skills sufficient to use soldering equipment such as hot air equipment utilized in the repair of surface mount component removal and replacements on printed circuit boards.

(6) Shop Technicians shall also be required, at the direction of the designated Carrier Manager, to assist in construction and/or installation of facilities outside of their seniority district at the straight time rate of pay. Shop Technicians required to work outside of their seniority district under this provision shall be considered on Leave of Absence from their seniority district during the duration of work. The designated Carrier Manager and the General Chairman shall cooperate in granting leaves of absence as in the past.

(7) Shop Technicians who possess the necessary qualifications will be considered for higher level vacancies at other locations within the craft. Employees requesting consideration will make written request to the General Director Telecommunications with copy to the local chairman.

(C) INSTALLATION TECHNICIAN.

(1) Installation Technicians shall be qualified and assigned to building, installing, repairing and maintaining (other than leased) line wires, service wires, cables, overhead and underground conduits, cable termination, cable protection, grounding, building wiring, together with their supports, cable trays, cable ladders, wiring closets, equipment racks; batteries, rectifiers and radio antennas, coax, heliix, wave guide connectors and mounting brackets; microwave and radio tower work; and all similar work in connection with Telecommunication plants.

(2) Installation Technicians hired on or after the date of this Agreement shall possess a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school or equivalent experience and pass an initial hiring exam. If a question arises as to the extent of an individual's experience local management and the local chairman will meet to determine if the individual has the requisite experience. If an impasse is reached the General Director Telecommunications and General Chairman will review the individual's qualifications for final determination.

(3) Installation Technicians hired on or after the date of this Agreement will be required to obtain a CDL license and become certified to climb poles and towers within one hundred and twenty (120) working days of being assigned to the position. Necessary training and certification will be conducted during assigned working hours without loss of pay. This section

does not eliminate the requirement for Installation Technicians hired previous to the date of this Agreement to have or maintain a CDL license or climbing certification if they had previously been required to have such for their assigned position.

(4) An Installation Technician who has completed two hundred forty-four (244) days of service as an Installation Technician A may bid for District Installation Technician position(s). The senior applicant will be awarded the position and placed on the applicable roster as a District Installation Technician. Existing rules and understandings relating to transfers will apply to the establishment of seniority in this instance.

Installation Technician B employees must complete four hundred - eighty-eight (488) work days of service as Installation Technician B and also satisfactorily complete required training and demonstrate the ability and aptitude to become an Installation Technician A.

NOTE: Any individual who has had three (3) years of practical experience in Installation Technician's work and is capable of executing same to a successful conclusion within a reasonable amount of time will be considered as an Installation Technician A.

(5) Installation Technicians shall be required to operate any hand and power tools needed to accomplish the work. Installation Technicians must be familiar and competent in the operation of test equipment such as, but not limited to, voltmeters, ground meters, time domain reflectometers, optical time domain reflectometers, cable locators, wave guide analyzers, LAN/DATA cabling meters, amp meters, battery testers, SWR meters, optical fiber meters and other types of telecommunications test equipment utilized to accomplish the work, and similar work, without individual supervision.

(D) DISTRICT INSTALLATION TECHNICIAN.

(1) District Installation Technicians shall be qualified and assigned to building, installing, repairing and maintaining (other than leased) line wires, service wires, cables, overhead and underground conduits, cable termination, cable protection, grounding, building wiring together with their supports, cable trays, cable ladders, wiring closets, equipment racks; batteries, rectifiers and radio antennas, coax, helix, wave guide connectors and mounting brackets; microwave and radio tower work; including the installation and removal of telecommunications equipment (other than leased) mutually identified and agreed upon by the General

Director Telecommunications and the General Chairman; and all similar work in connection with Telecommunication plants.

(2) District Installation Technicians must meet the qualifications for Installation Technicians in Rule 4, Section C.

(E) It is not intended that this Rule 4 has anything contained herein that would infringe upon other crafts' classification of work rule or practices.

RULE 5. RATES OF PAY.

A) RATES OF PAY. Effective January 1, 2009, the rates of pay for the classifications set forth in Rule 4 are as follows:

	Hourly
Senior Electronic Technician (bulletined)	\$ 28.74
Senior Electronic Technician (grandfathered).....	\$ 27.74
Electronic Technician A	\$ 25.00
Electronic Technician B	\$ 23.66
Electronic Technician C	\$ 21.09
District Installation Technician.....	\$ 24.00
Senior Shop Technician.....	\$ 24.30
Shop Technician (with A+ certification)	\$ 23.30
Shop Technician (no A+ certification)	\$ 22.80
Installation Technician A	\$ 24.00
Installation Technician B.....	\$ 20.71

NOTE 1: For employees with preserved rates of pay, please see Appendix W.

NOTE 2: None of the above rates include any skill differential, however, the above rates reflect cost of living adjustments.

RULE 10. SENIORITY CLASSES.

Seniority classes shall be as follows:

CLASS 1 Senior Electronic Technician
Electronic Technicians (Class A, B and C)
District Installation Technicians

CLASS 2 Shop Technicians

CLASS 3 Installation Technician (Class A and B)

II. Understanding concerning BRS-represented employees

When the positions of Senior Electronic Technician in Seniority District 4 are bulletined and a BRS-represented employee fills the position, it will be a BRS-represented position, subject to the same rules and agreements as applies to all BRS-represented positions. There will not be any BRS-represented positions except for those in Seniority District 4.

III. Changes to Rule 11

Seniority District 3 to read: "...east to Echo, Utah (inclusive of all telecom systems up to and including the Echo microwave site) and Green River..."

IV. Changes to Rule 31

Amend B(1) to \$57.00 in lieu of expense reimbursement.
No change to B(2) (\$28.50)

V. COLA Letter of Understanding

Electronic Technicians at Stockton, Oakland and Sacramento, California, will be eligible for a Five Hundred Dollar (\$500) cost-of-living allowance, subject to thirty day notice of cancellation by the Company, in addition to those currently covered by the Letter of Understanding dated February 1, 2007.

VI. Shop Tech Productivity Bonus

The Shop Tech productivity bonus program will end effective January 1, 2009.

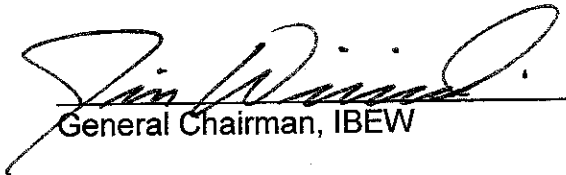
VII. Implementation

Issues of interpretation or disputes arising from this Agreement and attachments will be handled with the General Chairman and General Director of Labor Relations in accordance with the provisions of the Collective Bargaining Agreement.

Original Signed on December 3, 2008.

Agreed on this 3rd day of December, 2008.

FOR THE INTERNATIONAL
BROTHER HOOD OF ELECTRICAL
WORKERS:


General Chairman, IBEW

FOR UNION PACIFIC RAILROAD
COMPANY:


General Director Labor Relations


General Director Telecom

December 3, 2008

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

Dear Sir:

This letter is with regard to the Agreement signed on this date, effective January 1, 2009, covering positions, work, progression and pay for employees covered by the Collective Bargaining Agreement dated January 1, 2003.

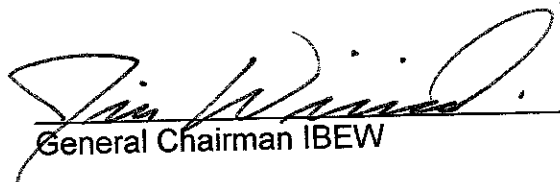
Rule 4 (C) covers the description of work for Installation Technicians. During negotiations regarding this cited Agreement, it was understood by the parties that tower site work (tower and building) currently being performed by Installation Technicians may not precisely fall into the language of Rule 4 (C) (1), but that the performance of such work is not in violation of the Collective Bargaining Agreement.

If this accurately reflects our understanding, please indicate your approval by signing below.

Sincerely,



AGREED:



General Chairman IBEW

December 3, 2008

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

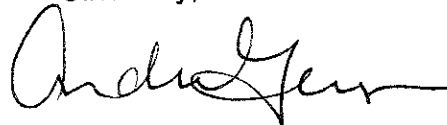
Dear Sir:

This letter is with regard to the Agreement signed on this date, effective January 1, 2009, covering positions, work, progression and pay for employees covered by the Collective Bargaining Agreement dated January 1, 2003.

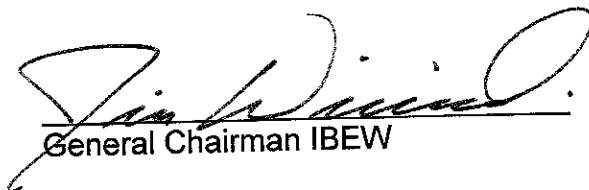
Rule 4 (A) (4) (a) and (b) covers the position of Senior Electronic Technicians. During negotiations regarding this cited Agreement, it was agreed that incumbent Electronic Technicians would be allowed to progress to the Senior Electronic Technician position at the grandfathered rate until April 1, 2009, pursuant to the January 1, 2003 provisions.

If this accurately reflects our agreement, please indicate your approval by signing below.

Sincerely,



AGREED:



General Chairman IBEW

December 3, 2008

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

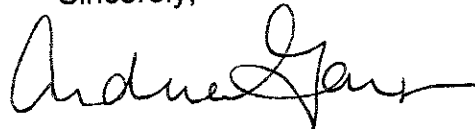
Dear Sir:

This letter is with regard to the Agreement signed on this date, effective January 1, 2009, covering positions, work, progression and pay for employees covered by the Collective Bargaining Agreement dated January 1, 2003.

It is agreed that, in the event a District Installation Technician position is abolished, the incumbent will be allowed to displace on the Installation Technician system roster while furloughed on the District Technician roster.

If this accurately reflects our agreement, please indicate your approval by signing below.

Sincerely,



AGREED:



General Chairman IBEW

December 3, 2008

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

Dear Sir:

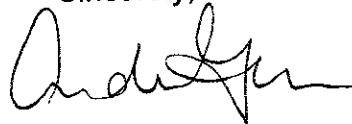
This letter is with regard to the Agreement signed on this date, effective January 1, 2009, covering positions, work, progression and pay for employees covered by the Collective Bargaining Agreement dated January 1, 2003.

It is agreed that the changes made to the Seniority District 3 in Rule 11 were not intended to adversely impact incumbent(s) at Green River, WY, who may have performed work at the Echo microwave site in the past. Should said incumbent(s) at Green River determine that he or she has been adversely impacted due to this change, he or she may bring this issue to the General Chairman for review with the General Director Labor Relations.

Likewise, it is agreed that the changes made with the Shop Tech rate of pay were not intended to adversely impact incumbent Shop Techs, recognizing that the productivity bonus was unilaterally implemented by the Carrier. Should said incumbent Shop Tech(s) determine that he or she has been adversely impacted due to this change, he or she may bring this issue to the General Chairman for review with the General Director Labor Relations.

If this accurately reflects our agreement, please indicate your approval by signing below.

Sincerely,



AGREED:



General Chairman IBEW



Andrea R. Gansen
General Director

December 8, 2008

280-4

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

Dear Mr. Wisniski:

This is in reference to our Agreement effective January 1, 2009, and Side Letter #2 to that Agreement, dated December 3, 2008.

It is the understanding of the parties that the incorporation of the new positions of District Installation Technicians and responsibilities of a Senior Electronic Technician bid position will be rolled out in a phased approach, rather than being done all at once on a system-wide basis. Furthermore, the parties agree to meet to discuss any issues and to review the implementation of this Agreement within 60 to 90 days after the effective date.

Additionally, it is understood that under the provisions of Side Letter #2, incumbent Electronic Technicians will be allowed to elect, in writing, their desire to progress to the Senior Electronic Technician position at the grandfathered rate until April 1, 2009. This election should be made in writing to their manager and the General Director of Telecom (Neal Spencer) with a copy to me at this address.

Sincerely,

A handwritten signature in black ink that reads "Andrea Gansen".

CC: Neal Spencer



Andrea R. Gansen
General Director

December 22, 2008

280-4

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

Dear Mr. Wisniski:

This is in reference to Section V our Agreement effective January 1, 2009, regarding cost-of-living allowances for Electronic Technicians at Stockton, Oakland and Sacramento, California.

It is the understanding of the parties that this Agreement extends to the Electronic Technicians headquartered at Roseville, as they were contemplated to be part of this Agreement by including Sacramento.

Sincerely,

A handwritten signature in cursive script, appearing to read "Andrea Gansen".

CC: Neal Spencer



Andrea R. Gansen
General Director

January 6, 2009

File: 280-5

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

Dear Mr. Wisniski:

This has reference to our discussion regarding the application of the Agreement dated December 3, 2008, to those employees who have preserved rates of pay pursuant to previous agreements.

As we discussed, the Agreement dated December 3, 2008, did not change any preserved rates of pay. Those employees also retain their option for a one-time election to go to an hourly rate of pay.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea R. Gansen".

CC: Neal Spencer



Andrea R. Gansen
General Director

January 28, 2009

File: 280-4

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

Dear Mr. Wisniski:

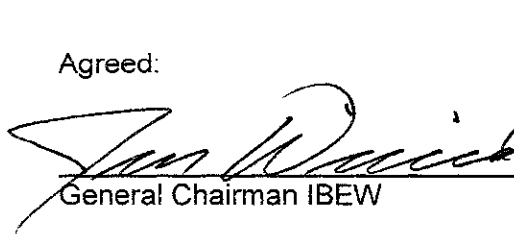
This has reference to our discussion regarding open issues as result of the changes made to the Collective Bargaining Agreement by agreement dated December 3, 2008. In order to address these issues, the Carrier and Organization have agreed as follows:

1. In accordance with Rule 4 Subsection A(4)(b), effective January 1, 2009, Senior Electronic Technician positions will be filled by seniority and qualifications in the following order:
 - i. Electronic Technicians on the District Roster;
 - ii. Electronic Technicians (on other rosters);
 - iii. Qualified Installation Technician or Shop Technician;
 - iv. External qualified candidate, subject to meeting the requirements of 4(c)(3).
2. Electronic Technicians with preserved rates who bid and are assigned to a Senior Electronic Technician position will keep their preserved rate unless they elect to convert to the hourly rate.
3. Language in Rule 4 (A)(4)(a) [Senior Technicians who elect to return to their former Electronic Technician classification, will not be able to bid to a Senior Technician for a period of one (1) calendar year from the date of reverting to Electronic Technician] will be struck from the Agreement.
4. Establish Senior Shop Technician rate of \$24.30 per hour, adding requirement for A+ Certification, effective February 1, 2009. Incumbent Lead Shop Technicians will be allowed to elect to fill Senior Shop Technician position or exercise seniority. Senior Shop Technician positions not filled by an incumbent Lead Shop Technician will be bulletined and filled pursuant to the Collective Bargaining Agreement.
5. The Shop Technician preserved rate will be increased to \$25.20 per hour, effective February 1, 2009.

If you are agreeable to the foregoing please signify your concurrence below. With these changes, the Agreement dated December 3, 2008, is amended as shown in Attachment A. All previous Side Letters and Understandings regarding the December 3, 2008 Agreement still apply.

Sincerely,

Agreed:


General Chairman IBEW

