

UNION PACIFIC RAILROAD COMPANY

Western Region - Transportation

Frank A. Tamislea
Dir. Labor Relations
Tel: (916) 789-6345

10031 Foothills Blvd.
Roseville, CA 95747



October 27, 2009

LOU# 1705180918
(390.60)

Mr. D.W. Hannah
General Chairman BLET
404 North 7th St. Suite A
Colton, CA. 92324-2941

Dear Sir

This refers to our discussions concerning the pilot project in which all pool employees are permitted to hold their turn first out should it become first out when taking a single day vacation and/or a single day personal leave day as provided by Side Letter No. 1 of the Roseville, Los Angeles and Southwest Hub Agreements.

As we discussed, this pilot project turns out to be beneficial for both employees, as well as the Carrier, enabling employees to work their assignment and at the same time ensuring the availability of manpower to protect the service. Therefore, the parties agree to implement this understanding on a permanent basis.

The specific language under discussion is incorporated in each side letter as Section (1) and provides, in pertinent part, as follows:

“Elect a single paid personal leave or vacation day and hold their turn so that if it obtains a first out status they will be first out when they are marked up no less than 24 hours later...”

This language applied exclusively to merger protected engineers.

Accordingly, it is understood at Roseville, Los Angeles and the Southwest Hub territories, all pool employees, and not just protected pool employees, will be permitted to utilize Section (1) of Side Letter No. 1. In other words, any pool employee taking a single personal leave or single day vacation will automatically be handled in accordance with Section 1 of the controlling Side Letters.

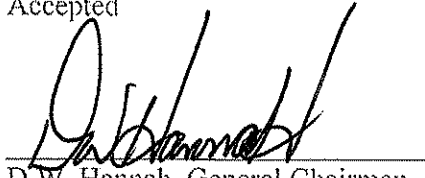
Except as specifically provided above, no other changes are made in Side Letter No. 1 of the respective Hubs.

Mr. D.W. Hannah
October 27, 2009
LOU# 1705180918

It is understood either party may cancel this understanding by serving a 30-day written notice upon the other. It is understood that each of the identified Hubs have stand alone rights to terminate the understanding as it applies to them and to withdraw from this understanding. Similarly, the Company may cancel this understand at all three (3) Hubs or separately at each location.

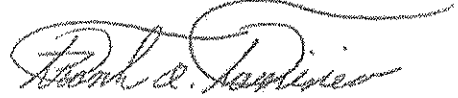
To indicate your acceptance, please sign in the space provided below. Upon receipt of your acceptance, the revised process will be implemented.

Accepted



D.W. Hannah, General Chairman
Brotherhood Of Locomotive Engineers
& Trainmen

Sincerely,



Frank A. Tamisiea
Director, Labor Relations

Cc: Tony Leazenby, CMS
Kelly Mitchel, CMS
Jon Degraw, CMS
Cliff Johnson, TK
Greg Cox, TK
Terry Stone, LR
Frank Tamisiea, LR
Marilyn Ahart - LR
Lucy Ruf, LR

UNION PACIFIC RAILROAD COMPANY

Western Region - Transportation

Frank A. Tamisiea
Dir. Labor Relations
Tel: (918) 789-6345

10031 Foothills Blvd.
Roseville, CA 95747



November 4, 2009

LOU# 1705180918
(390.60)

Mr. D.W. Hannah
General Chairman BLET
404 North 7th St. Suite A
Colton, CA. 92324-2941

Ref: Holding Turn First Out

Dear Sir:

This refers to our discussions on November 2, 2009 concerning LOU# 1705180918 dated October 27, 2009 and the application of engineers holding their turn first out as provided in the Letter of Understanding.

This will confirm our discussions and further understanding that any pool engineer taking a single personal leave or single day vacation may elect to hold their turn first out when they return (mark-up) to service after the expiration of the mark off.

It is understood should the October 27, 2009 LOU# 1705180918 be canceled by either party, this understanding will also automatically terminate in conjunction therewith. It is understood that each of the identified Hubs have stand alone rights to terminate the understanding as it applies to them and to withdraw from this understanding. Similarly, the Company may cancel this understand at all three (3) Hubs , or separately at each location.

To indicate your acceptance, please sign in the space provided below. Upon receipt of your acceptance, I will forward to the affected Departments for their handling.

Accepted

D.W. Hannah, General Chairman

Sincerely,

Frank A. Tamisiea
Director, Labor Relations

Mr. D.W. Hannah
November 4, 2009
LOU# 1705180918

Brotherhood Of Locomotive Engineers
& Trainmen

Cc: Tony Leazenby, CMS
Kelly Mitchel, CMS
Jon Degraw, CMS
Cliff Johnson, TK
Greg Cox, TK
Terry Stone, LR
Frank Tamisica, LR
Marilyn Ahart - LR
Lucy Ruf, LR

UNION PACIFIC RAILROAD COMPANY

Western Region - Transportation

Al Hallberg, Dir. Labor Relations
Tel: (916) 789-6345
Fax: (916) 789-6445

10031 Foothills Blvd.
Roseville, CA 95747



February 7, 2008

D. W. Hannah, General Chairman
Brotherhood of Locomotive Engineers
404 North 7th Street, Suite A
Colton, CA 92324

Dear Mr. Hannah:

During the January 21, 2008, conference held in Phoenix, we discussed expansion of the coverage of Side Letter #1, dated November 6, 1998, to the Los Angeles Hub Agreement and also expansion of the identical June 15, 1999, Side Letter #1, contained in the Southwest Hub Agreement.

The specific language under discussion is incorporated in each side letter as Section (1) and provides, in pertinent part, as follows:

“Elect a single paid personal leave or vacation day and hold their turn so that if it obtains a first out status, they will be first out when they are marked up no less than 24 hours later...”

This language applied exclusively to merger protected engineers.

In conference, it was agreed that on a trial basis at Los Angeles and at Tucson, all engineers, and not just protected engineers, will be permitted to utilize Section (1). In other words, any engineer taking a single personal leave or vacation day will automatically be handled in accordance with Section (1) of the controlling side letters.

Except as specifically provided above, no other changes are made in the side letters.

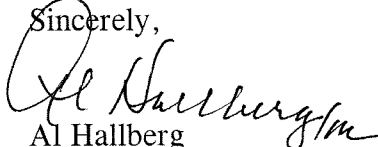
It was understood that either party can cancel this understanding and terminate the pilot project by serving a 30-day written notice upon the other. It is understood that the Los Angeles Hub and Tucson have stand alone rights to terminate the understanding as it applies to them and to withdraw from the pilot project. Similarly, the Company can cancel the pilot project at either or both locations.

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D. W. Hannah, General Chairman
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To indicate your acceptance of this understanding, please sign in the space provided below. Upon receipt of your acceptance, the revised process will be implemented.

Sincerely,

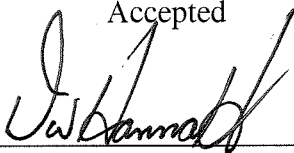


Al Hallberg
Director, Labor Relations

AH-Hannah219

cc: Dave Martinez, CMS, Omaha – Emailed
Pat Anderson, CMS, Omaha – Emailed
John DeGra, CMS, Omaha – Emailed
Rene Orosco, Labor Relations, Omaha – Emailed
Frank Tamisiea, Labor Relations, Omaha – Emailed

Accepted



D. W. Hannah, General Chairman
Brotherhood of Locomotive Engineers