

UNION PACIFIC RAILROAD COMPANY

Gary Taggart
Director – Labor
Relations



BUILDING AMERICA

1400 Douglas Street
STOP 0710
Omaha NE 68179-0710
Office: (402) 544-4562

July 14, 2010
920.30-47

Michael Reedy
General Chairman – UTU
307 West Layton Ave
Milwaukee, WI 53207

Dear Sir:

This will confirm our discussion with regards to the unique requirements for efficient operations between the newly established Joliet Intermodal Terminal (JIT) and the Chicago Terminal Complex (CTC), as well as to/from the Plains Coal Facility.

It is agreed:

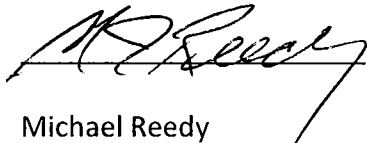
- A. Carrier may establish regularly assigned utility assignments at the JIT in order to expedite and/or assist in the efficient operations of Union Pacific trains. The assignments will be bulletined with assigned rest days and start times.
- B. The working limits will be between the North end of the EJE Joliet yard to the North end of the JIT. This will include the Jackson Street switch onto the UP Joliet Subdivision and all switches on the EJE “runner” and H Yard Lead.
- C. This service:
 - 1. May work with more than one Union Pacific crew during a tour of duty.
 - 2. Will be protected from the trainmen’s Eastern Seniority District No. 1 (E-1). Vacancies will be filled by the trainmen’s E-1 freight extra board, at the location of the Utility assignment.
 - 3. Will be compensated a new basic daily rate of \$289.61, subject to all COLA and GWI’s, and overtime after eight (8) hours. Employees working in this service will be held responsible for their regular duties during the meal period and any current in-lieu-of meal allowance, if applicable, will be discontinued.
 - 4. Shall be provided Carrier transportation and may include operation of a Carrier provided motor vehicle. Employees may not utilize personal vehicles.

- D. The parties recognize the uniqueness of these positions and therefore have agreed to meet within 3-months after the establishment of these assignments in order to address and resolve any unforeseen issues that may have arisen.
- F. This agreement does not nullify or alter any existing schedule rules or agreements except those specifically addressed in this document.
- G. This Agreement is without prejudice or precedent with respect to either party's position pertaining to the establishment of the aforementioned assignment and will not be cited by either party for any reason.
- H. This memorandum of agreement may be cancelled by either party serving a sixty (60) day written notice upon the other party. During the intervening time or as mutually agreed, the parties will meet to discuss the causes of the cancellation notice in an effort to resolve those issues and avoid termination of the agreement.

If this properly reflects our understanding, please indicated by signing in the space provided below and returning a signed copy to this office.

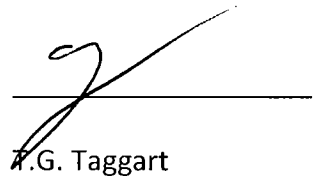
AGREED:

For the UTU:



Michael Reedy
General Chairman – UTU

For the Carrier:



F.G. Taggart
Director – Labor Relations