

AGREEMENT BETWEEN  
UNION PACIFIC RAILROAD COMPANY  
And  
ITS EMPLOYEES REPRESENTED BY  
THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION/IBT

WHEREAS, Paragraph 6 of the April 20, 2012 Appendix to the Agreement between the National Carriers' Conference Committee and the Brotherhood of Maintenance of Way Employees Division/IBT (BMWED) has created issues regarding newly hired employees obtaining seniority dates in classification under the various collective bargaining agreements; and

WHEREAS, employees subject to Paragraph 6 are difficult to track within the Carrier's employee database, and

WHEREAS, the parties both believe there is a benefit to an expedited hiring, training and placement of new employees; it is therefore,

AGREED, by the parties to replace Paragraph 6, otherwise known as "the Trainee Agreement" and the interpretations dated June 15, 2012 with the following:

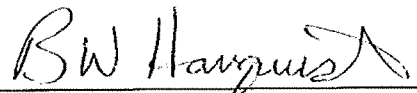
1. The Carrier may hire entry level positions, (trackman, laborers, sectionman and helpers) as Trainee positions without a vacancy. Employees so hired shall receive seniority dates as of their first day of compensated service in the classification into which they were hired as Trainees, in the manner provided by the respective Collective Bargaining Agreement.
2. It is the intent that employees will be hired as Trainees to fill known or planned vacancies that will be advertised during a Trainee's probationary period in the seniority territory in which the Trainee enters service. It is not the intent or purpose of this agreement to use Trainees as extra temporary labor.
3. Employees hired as a Trainee will not be permitted to exercise seniority nor will they be subject to exercises of seniority by senior employees during the Trainee's probationary period of sixty (60) calendar days.
4. At the expiration of the Trainee's probationary period, he or she must make application of advertised positions in the seniority territory in which first employed. Trainees may make application for positions located in other seniority territories in a manner consistent with the rules governing such applications in the applicable collective bargaining agreement.

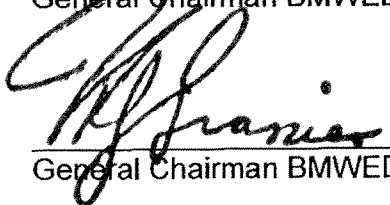
5. A Trainee who is an unsuccessful applicant for positions within his seniority territory may continue to hold advertised and unadvertised vacancies and work "extra" consistent with rules in the applicable collective bargaining agreement. A Trainee who is unable to fill a vacancy or work extra shall be considered furloughed subject to recall under applicable collective bargaining agreement rules.
6. Trainees may be assigned to permanent positions prior to the expiration of their probationary period with their manager's approval. Trainees so assigned may be displaced by senior employees in the exercise of seniority under applicable agreements.
7. If a regularly assigned employee would otherwise furlough and a newly hired employee is occupying a Trainee position at a location where the regularly assigned employee possesses seniority rights, the Company and the General Chairman will confer and determine how to keep the regularly assigned employee in compensated service so long as a new hire is occupying a Trainee position.

It is understood that this agreement is the primary method by which individuals may enter the Company's service in entry level positions. However, existing specialized training agreements are not superseded or amended by this agreement. Additionally, in the case where the Company needs to fill a position on a seniority territory that has not been filled through the advertisement and award procedures and there are no Trainees on that territory, the Company may hire an employee directly into that position. Furthermore, the Company may continue to hire an individual directly into an other than entry level position if that position has been advertised and has not been filled by employees possessing seniority rights under the Collective Bargaining Agreement governing that position.


This agreement will become effective on May 15, 2013.

  
\_\_\_\_\_  
General Chairman BMWED

  
\_\_\_\_\_  
General Director, Labor Relations

  
\_\_\_\_\_  
General Chairman BMWED

  
General Chairman BMWED

  
General Chairman BMWED

  
General Chairman BMWED

APPROVED:

  
Vice President BMWED

  
Vice President BMWED



Brant W. Hanquist  
Director

May 15, 2013

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Gentlemen:

This has reference to our amendments to Paragraph 6 ("the Trainee Agreement") of the April 20, 2012 Appendix to the agreement between the National Carriers' Conference Committee and the Brotherhood of Maintenance of Way Employees Division. During those discussions the parties realized that subsequently hired "Trainees" would receive seniority dates in an entry-level classification under the applicable collective agreements. However, the parties also noted that some of the current "Trainees" do not possess any seniority under the agreements.

Therefore to resolve any possible inequity to the current "Trainees", the parties agreed that on the effective date of this Agreement, any "Trainee" who did not possess a seniority date in a classification recognized under applicable collective agreements would receive a seniority date as of the effective of this Agreement in the entry level position in which they first performed compensated service. Additionally, those "Trainees" acquiring seniority under this letter of understanding would be ranked in order of their respective dates entered service in the applicable seniority territories. In the event two or more Trainees enter service on the same date, the Trainees will be ranked in seniority order as provided in the applicable collective agreement.

Additionally, the parties to this Agreement also noted that some employees hired as "Trainees" may have been further disadvantaged in their ability to acquire and exercise seniority under the previous Trainee Agreement. The parties committed that

adjustments may be made to such employees' seniority dates by mutual agreement after a review of the facts and circumstances surrounding the employee's complaint. All adjustments made pursuant to this paragraph will be completed by December 31, 2014.

Sincerely,




General Director Labor Relations

AGREED:



General Chairman BMWED



General Chairman BMWED



General Chairman BMWED

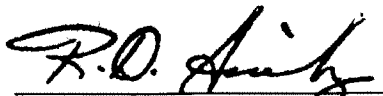


General Chairman BMWED



General Chairman BMWED

APPROVED:



Vice President BMWED



Vice President BMWED