

AGREEMENT  
between  
UNION PACIFIC RAILROAD COMPANY  
CANADIAN PACIFIC RAILROAD COMPANY  
and the  
BROTHERHOOD OF RAILROAD SIGNALMEN

Union Pacific Railroad Company (UPRR) and Canadian Pacific Railroad Company (CP) have entered into a trackage rights agreement allowing UPRR to operate over CP territory from Comus, Minnesota to Rosemont, Minnesota. This territory is identified on UPRR's Albert Lea Subdivision between Milepost 306.5 and Milepost 333.5. As part of this arrangement, UPRR will assume responsibility of the signal system on this line. This trackage rights agreement will be filed with the Surface Transportation Board (STB), and it is anticipated that Mendocino Coast Railway employee protective conditions (Mendocino) will be imposed. In order to effectuate this transfer, the parties have agreed to the following:

Section 1.

Upon STB approval of the above described trackage rights, UPRR will notify the UPRR and CP General Chairmen of such approval and an effective date upon which UPRR will assume maintenance of this line.

Section 2.

(a) On the effective date, CP Signal Maintainer Kevin Clark will be transferred to and will become a UPRR employee and will become subject to the collective bargaining agreement between UPRR and the Brotherhood of Railroad Signalmen, which became effective February 1, 2000 (CBA). Mr. Clark will establish a seniority date of January 19, 1976, which will be dovetailed into the CNW Seniority District and Zone 5.

(b) Mr. Clark will have all service combined for purposes of vacation, personal leave, entry rates, and any other present or future benefits that are granted on the basis of qualifying time of service in the same manner as though all such time has been spent on UPRR.

(c) Mr. Clark will have prior rights to all headquartered positions located between Milepost 306.5 and 333.5 on the Albert Lea Subdivision. UPRR employees having a seniority date on the CNW seniority district prior to the effective date will have prior rights to headquartered positions on the CNW seniority district excluding the trackage rights territory. If Mr. Clark should voluntarily bid off his prior rights territory, he will forfeit these prior rights.

(d) If Mr. Clark is furloughed and unable to hold a position on UPRR through the normal exercise of seniority during the three years following the effective date, he may elect to return to CPRR with all seniority rights and benefits unimpaired.

Section 3.

(a) The parties anticipate that Mendocino will be imposed with respect to this trackage rights arrangement. There will be no duplication of benefits under this agreement and any other agreement or protective arrangement. Mr. Clark will be recognized as a displaced employee for purposes of the application of Mendocino and will be provided his test period earnings and his protective rate. Within thirty days thereafter, he must make an election in writing to UPRR as to which protective benefits he wishes to receive. If an election is not made, he will be deemed to have selected Mendocino.

(b) Within thirty days following the effective date of this agreement, Mr. Clark must elect between the health coverage provided by Union Pacific Hospital Association or those provided by the national plan. Failure to make such an election will result in Mr. Clark being placed in the Union Pacific Hospital Association.

Section 4.

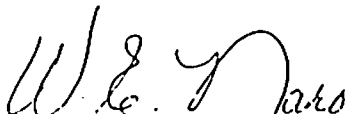
This agreement is in full and final settlement of any protective arrangements that may be imposed by the STB in the trackage rights arrangement entered into between UPRR and CPRR.

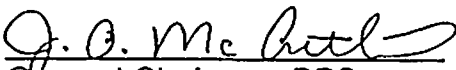
This agreement will become effective upon the effective date as provided for in Section 1 of this agreement.

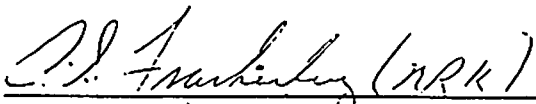
FOR THE ORGANIZATION:

FOR THE CARRIERS:

  
\_\_\_\_\_  
General Chairman, BRS

  
\_\_\_\_\_  
General Director Labor Relations  
Union Pacific Railroad Company

  
\_\_\_\_\_  
General Chairman, BRS

  
\_\_\_\_\_  
AVP - Labor Relations and Human Resources -US  
Canadian Pacific Railroad Company

APPROVED:

  
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Vice President, BRS