

EXHIBIT 20

AGREEMENT

Between the

UNION PACIFIC RAILROAD

And the

**International Association of Sheet Metal, Air, Rail and Transportation Workers
-Transportation Division**

(SMART-TD)

Former Missouri Pacific Upper Lines

Train Service Productivity & Utilization Agreement

This Agreement reflects the parties' joint commitment to maximize overall train crew productivity and utilization. This Agreement amends the Missouri Pacific Upper Lines (MPUL) Crew Consist Agreement effective December 19, 1991, and/or all previous agreements and modifications with respect to the applicable rules (if any).

Article I: Productivity and Crew Utilization

- A. Carrier obtains the right to eliminate any second train service position (i.e., brakeman/switchman/helper). Carrier may continue to utilize such positions as it deems necessary.
- B. There will be no work event restrictions enroute between terminals for trainpersons in any class of service. Rules associated with road crews switching at the initial and final terminals where yard crews are on duty or employed are not modified.
- C. Any work event rule restrictions pertaining to yard transfer crews are hereby eliminated.
- D. All right of refusal provisions are eliminated.
- E. Assigned road and yard service crew members working as a reduced crew under this Agreement will be paid an additional two (2) hours at the current applicable straight time rate for each tour of duty worked. The rate is subject to general wage increases and cost of living adjustments.

NOTE 1: This payment will not be made if a second crew member is called or assigned to work as a brakeman/switchman/helper for the tour of duty.

NOTE 2: This payment does not apply to single person crew assignments that are working under existing agreement provisions prior to the effective date of this agreement (e.g., positions such as, but not limited to, utility, pilots, transfer jobs, switch tender, long fielder, or signal suspension pilot).

- F. A conductor/foreman-only crew member will not be censured, disciplined, or harassed if the crew member takes longer to perform work than the time taken by a crew with two (2) or more employees.

Article II - Utility Position

This Article supersedes Article II, Section 7 of the December 19, 1991, Crew Consist Agreement, the November 18, 2021, St Louis Utility Agreement, the October 18, 2021, North Little Rock Utility Agreement, the March 13, 2021, Kansas City Utility Agreement and the July 9, 2024 Parsons and Coffeyville Utility Agreement, and/or all previous agreements and modifications. The following will govern:

- A. The Carrier may establish utility positions to assist yard and/or road assignments or other work that they are otherwise capable of performing along with other duties that are not exclusive to other crafts.
- B. Utility assignments will be bulletined for 5-days. Bulletins must include starting time and on duty/tie up location. Carrier may discontinue a utility assignment after giving 24 hours' notice to the affected employee(s).
 - 1. Assignments may be bulletined with variable work schedules but must have consecutive rest days and not exceed 5 consecutive working days. Work schedules must provide a minimum of 40-hours per work week or 80-hours per two-week period, depending on the schedule.
 - 2. Assignments will be bulletined if the start time is changed more than 2 hours or if there is a change in on duty location.

NOTE: An employee will be notified by the end of their shift if the on duty time of their assignment is changed by two (2) hours or less the following day.

- 3. Utility Assignments must go on and off duty at the same location and will not layover at an outlying point.
- C. Any assignment not filled by application will be filled under existing agreements by the junior trainperson from the protecting road extra board.

D. Extra assignments may be called in the zone which they are needed and as close as practicable two hours prior to on-duty time from the protecting extra board. If an extra assignment departs their zone they will be paid a basic day.

- a. If an extra utility assignment is run out of the same terminal, in the same zone, more than four (4) consecutive days, it will be promptly bulletined in accordance with this article.

E. Vacancies for regularly bulletined utility jobs, will be filled as follows:

1. Protecting conductor extra board.
2. Protecting supplemental conductor extra boards.
3. Combination road/yard extra board.
4. Yard extra board. Not required to accept outside of call cycle.
5. Yard supplemental extra boards. Not required to accept outside of call cycle.
6. First out in pool. If multiple pools exist at the location, the most senior employee first-out and rested will be called.

NOTE 1: Make-whole provisions apply to pool employees that fill vacancies.

NOTE 2: Acceptance is required for all vacancy steps above unless noted otherwise.

F. Vacancies at outlying locations will be filled first by the extra board that protects the location where the vacancy occurred. The extra board trainperson must remain on the assignment for the duration of the vacancy. If the vacancy is known for more than one week, such employee will be released, upon request, at the end of each week. Such request must be made prior to 23:59 on the last day of the work week.

NOTE: Transportation will be provided to an outlying location unless the employee elects to transport themselves. Employees electing to transport themselves will be paid the applicable IRS mileage rate from their on-duty point to the outlying location.

G. Temporary vacancies five (5) days or greater will be assigned to the first trainperson with request within the primary protecting extra board location and will remain on the assignment for the duration of the temporary vacancy unless displaced prior to 23:59 of the first day of the assignment. An employee holding the assignment after 00:01 on the second day of the assignment may not be displaced.

H. If an employee is displaced from a utility assignment within the first 30 days, they must return to their previous class of service held prior to being awarded the utility

assignment. The time spent working the utility assignment will count towards days worked in previous class of service for seniority movement purposes.

- I. Effective with the date of this agreement, the rate of pay is \$54.34 per hour. Should future modifications occur to crew size, either through voluntary agreement, arbitration, or Presidential Emergency Board or any other tribunal, the rate will be increased by \$5.00 per hour upon the effective date of such future modification. Overtime is calculated by dividing 40 hours by the number of scheduled workdays in each week. The rate will be subject to general wage increases and cost of living adjustments.

Example 1: Assignment A has a 5-day work schedule of 8 hours per day, totaling 40 hours per week. Overtime would begin after 8 hours.

Example 2: Assignment B has a 4-day work schedule of 10 hours per day, totaling 40 hours per week. Overtime would begin after 10 hours.

Example 3: Assignment C has a 5-day work schedule of 10 hours per day, totaling 50 hours per week. Overtime would begin after 8 hours each day.

Example 4: Assignment D has a 4-day work schedule of 12 hours per day, totaling 48 hours per week. Overtime would begin after 10 hours each day.

- J. Utility positions are governed by Article I of the June 25, 1964, National Agreement (Paid Holidays) and any subsequent amendments.
- K. An employee assigned to, and available for, their assignment will be paid a minimum of 8 hours or the number of hours the assignment is bulletined (e.g. 8, 10, 12 hour shifts) at the rate identified in Section I, each working day and in instances where the assignment is annulled.
- L. Vacation Qualification
 1. The multiplying factor shall provide that each basic day worked on a utility assignment will be computed as 1.6 days for the purposes of determining qualification toward the 150 qualifying days in a calendar year to qualify for annual vacation for the succeeding year.
 2. Calendar days which an employee assigned to a utility position is compensated while attending training and rules classes at the direction of the carrier will be included in determination of qualification for vacation, but such calendar days will not be subject to the multiplying factors set forth herein.

3. Existing rules and practices regarding vacations not specifically amended by this Section L, including but not limited to, scheduling vacations, shall continue in effect without change.
- M. Regular bulletined utility positions may work anywhere within and outside of switching limits without restriction or penalty. At locations where multiple seniority hubs intersect utility positions may work within 25 miles from switching limits of their on-duty location.

Example: At Poplar Bluff, a St Louis Hub utility position may work up to 25 miles into the NLR Hub; however, there is no mileage restriction within the St Louis Hub.
- N. Employees absent more than 15 days, excluding vacation, will be removed from the assignment. The assignment will be bulletined in accordance with Article II, B and filled in accordance with existing rules.
 1. Employees returning from an absence of 15 days or more will have full displacement rights.
- O. Employees assigned to utility positions will meet FRA operating employee certifications and other minimum requirements and/or training determined by the Carrier.
- P. Employees assigned to utility positions remain subject to mandatory promotion pursuant to Article XIII, Section 4 of the 1985 UTU National Agreement.
- Q. If required to operate a company vehicle, utility positions will be provided with a suitable company vehicle that is properly insured and licensed, for use during their tour of duty. Employees working a utility position will not incur any out-of-pocket expense associated with the operation of a company provided vehicle (i.e., fuel, equipment, maintenance). Utility positions may drive themselves and any other train service employee(s) regardless of position or assignment, as service may require.
- R. Lodging, if applicable, will be provided based on the agreement in effect at the time lodging is requested.

Article III – EOT

When a yard crew is instructed by a yard controller or a manager to remove or install an end-of-train (EOT) device in a yard where car repair technicians are employed (meaning on duty and in the yard) each ground crew member of such yard crew would be compensated one-hour at the current applicable straight time rate, in addition to all other earnings. Only one payment is made to such yard crew during their shift. Trainpersons will not qualify for the

one-hour payment if car repair technician(s) are not employed (on duty and in the yard).

Article IV – Overtime for Pool Freight Service

Overtime in pool freight service shall begin when the time on duty exceeds the miles run divided by the controlling divisor, or in any case, when on duty in excess of eleven (11) hours until tie up.

Article V – Ready Work Board

- A. The number of ready work board protected positions (referred to as “slots”) will be equivalent to the total number of assigned second crew positions at each location on the date of this agreement and the total number of brakeman/switchman starts called from extra boards during the previous 12-month period divided by 260. If the second crew position is at an outlying point, the slot will be established at the home point which fills the outlying position.

NOTE: If the decimal portion is less than 0.5, the total will round down. If the decimal portion is 0.5 or above, the total will round up.

- B. An equal number of employees involuntarily furloughed 30 days prior to, and up to thirty (30) years following the implementation of conductor only crews and capable of performing work with a seniority date prior to the signing date of this agreement may fill slots established in Section A in seniority order. When positions are needed on the Ready Work Board, slots will be filled through application first, followed by trainpersons who would otherwise be furloughed, in seniority order. Employees who are furloughed or whose service is not needed at another location within their seniority territory after the implementation of this Article VI will be placed on this ready work board in seniority order, after active employees who submit application.
1. Employees awarded a position to the Ready Work Board must remain on the board a minimum of 120 days and may not be displaced, unless a more senior person is reduced and would otherwise be furloughed or removed from the board upon recall by the Carrier.
 2. Employees awarded a position to the Ready Work Board that bid off after the 120-day minimum, will not be allowed to place on a subsequent Ready Work Board position until after working 120 days in active service, unless they are the junior employee subject to furlough.

- C. Such employees will receive 85% of the brakeman's guarantee rate (XT board), subject to general wage increases and cost of living increases until recalled.
- D. Employees on the Ready Work Board retain the right to lay off, use personal leave, and take scheduled vacations as provided for in current agreement rules. Personal leave and vacation pay will offset guarantee. Employees laying off for other than paid absence will have their Ready Work Board guarantee pay reduced for each 24-hour period they are laid off.
- E. Employees on Ready Work Boards must maintain their work certifications and/or proficiencies while in such status, by successfully completing any retraining or refresher programs required of active employees to maintain those proficiencies which may include the passing of tests or examinations (including physical examinations) to receive this guarantee.
- F. Employees assigned to a Ready Work Board may be called to fill vacancies.
- G. At noon each day the first out employee assigned to this board will be placed to the bottom of the board.
- H. Trainmen assigned to this Ready Work Board will not be eligible for placement to an AWTs, CRTB or other similar boards.
- I. Trainmen assigned to the Ready Work Board are subject to recall in reverse seniority order and must accept recall within (48) hours of notification. This board will be recalled ahead of trainmen assigned to an AWTs, CRTB, or other similar boards.

- 1. In the event an employee cannot be immediately contacted, proper notification will be considered as having been accomplished eight (8) hours from the time CMS calls all contact numbers listed in the employee's personal file in CMTS, one time each and leaving a message if possible. Such attempts will be documented in the employee's work history, as well as CMS' placing an electronic message in the employee's CMTS screen or portal. CMS actually speaking with the employee, receiving a call back from the employee, or the employee's acknowledgment will not be necessary to satisfy this requirement.

NOTE: Alternative electronic methods of contact (i.e. phone text, portal message, et.al.), may be used in lieu of phone contact and considered as proper notification pursuant to this paragraph. It is understood employees may accept notification prior to the (eight) 8-hour period referred to above.

2. Should an employee not report within forty-eight (48) hours, protective benefits will stop, and he or she will be furloughed.
 - i. The first time an employee fails to report in accordance with Section 2 above, the employee will not be recalled until all employees assigned to the Ready Work Board have been recalled.
 - ii. If an employee fails to report in accordance with Section 2 above for a second time, the employee will forfeit any rights to the Ready Work Board.
 - iii. If any dispute arises regarding this Section I, it will be addressed between the General Chairperson and Director of Labor Relations.
- J. Ready Work Board payments will be considered as compensable service in determining the compensation due for vacation in succeeding years. Time spent on a ready work board will not count toward determining whether the employee is eligible for vacation in succeeding years but will count in determining the length of vacation to which an employee, otherwise eligible, is entitled. If an employee assigned to a Ready Work Board fills a vacancy in accordance with Section F, the miles earned from working that vacancy will count toward vacation eligibility the following year.
- K. Employees on the Ready Work Board are covered by Health and Welfare Plans, Union Shop, Dues Checkoff, Discipline Rules and the Grievance Procedures that are applicable to employees in active service.
- L. Employees assigned to a ready work board are not eligible for holiday pay.
- M. The wage protection identified in this Article may be suspended by Carrier upon an act of God, war or other unforeseeable event that suspends Carrier's operations in whole or part for more than a 30-calendar day period.
- N. There will be no duplication of protective benefits for any employee covered by this Agreement.

Article VI: Traveling Switch Engines (TSE)

- A. Provisions of Article 6(c) of the MPUL agreement are hereby eliminated. Traveling Switch Engines will be bulletined with a regular set starting time and with a regularly assigned on/off duty point. Traveling Switch Engines will either be bulletined with a thirty-five (35) mile radius or as sixty (60) miles in one direction on a five, six or seven day per week basis.

NOTE: When required to perform service outside their assigned limits employees

will be paid a minimum of a basic day or actual miles at the TSE rate, whichever is greater. The amount of time spent "off assignment" will be used to reduce/offset overtime.

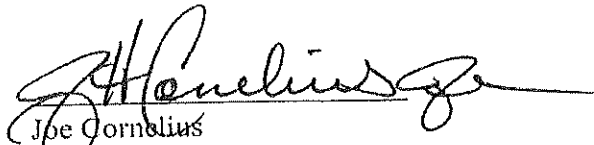
Article VII: Vacation Scheduling

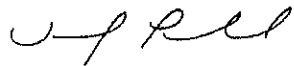
- A. No vacations will be forced during January, February or the first two weeks of March.
- B. The number of vacations allowed per week in a vacation group will be determined by dividing the total number of vacation weeks by forty-two (42) rounded to the lowest whole number. In instances where the 42 division requires additional vacation slots during a week(s), CMS will work with the local chairperson to select the week(s) in which the additional slots will be placed.

EXAMPLE: There are two hundred and twenty (220) vacation weeks to be scheduled in the year. The base parameter average using the 42-week divisor is five (5) per week (220 divided by 42 = 5.238). The .238 fraction equals ten (10) weeks that will allow six (6) off for vacation (.238 x 44 = 10). This would result in ten (10) weeks being scheduled with six (6) people on vacation and thirty-two (32) weeks scheduled with five (5) people on vacation. The local chairman and CMS will work together to identify the ten (10) weeks in which six (6) will be scheduled.

Article VIII: Signing Bonus

- A. Trainpersons who meet the criteria set forth herein will qualify for a lump sum payment of \$27,500 provided the Agreement is ratified and made effective prior to December 1, 2024.
 - 1. To qualify, train service employees must have an employment relationship with the Carrier on the effective date of this agreement and must have been actively assigned in train service in either yard or road service on October 7, 2024 at noon CST.
 - 2. Train service employees who are on Leave of Absence, furloughed, or are dismissed from service pending arbitration will, upon returning to active service by the Carrier or by Board Award qualify for this lump sum payment.
 - 3. There will be no duplication of the lump sum payment by virtue of employment under any other Agreement, nor will such payment be used to offset, construct, or increase guarantees in protective agreements or arrangements.


Joe Cornelius
General Chairperson, SMART-TD



Jennifer Powell
General Director, Labor Relations



Rebecca Cates
Director, Labor Relations

4. The lump sum payment will not count towards a trainperson's 1/52 vacation rate of pay and will not count for purposes of vacation and/or Family Medical Leave qualification.
5. The Carrier will make all reasonable efforts to pay the signing bonus as soon as possible and no later than sixty (60) days after the effective date of the Agreement.

Note: The signing bonus is not for service performed.

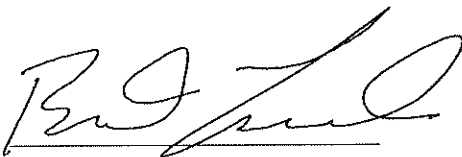
Article IX – General Provisions

- A. Article XII of 1985 National Agreement regarding termination of seniority for those employed on the date of this Agreement are suspended.
- B. This Agreement settles, with respect to the territories covered by this Agreement only, the disputes related to modifications to the Crew Consist Agreements growing out of the notice served upon the organization by the Carrier on or subsequent to November 1, 2019 (including any notices outstanding as of that date.) No party to this Agreement shall serve or progress, prior to November 1, 2024 (not to become effective before January 1, 2025), any notice or proposal related to modifying existing Crew Consist Agreements. The parties mutually commit to continued negotiations concerning future modifications of the Crew Consist Agreements.
- C. Except as specifically set forth herein, no other Agreement rules, practices, or interpretations are changed by the terms of this Agreement. In the event there is a conflict, the terms of this Agreement will prevail.
- D. This agreement sets forth the entire agreement and understanding of the parties hereto with respect to this transaction.

This agreement is signed on November 4, 2024 and effective on November 16, 2024.

For the SMART-TD:

For the Union Pacific
Railroad:



Brent Leonard
Vice President, SMART-TD



Maqui Parkerson
Vice President, Labor Relations

Questions & Answers

The Questions and Answers are made for the specific purpose to address the modifications to the Crew Consist Agreement and applicable rules (if any) on the Missouri Pacific Upper Lines. The questions and answers herein are intended to illustrate the intent of the parties expressed in the Agreement. Differences in Q&A language among SMART-TD committees does not indicate acquiescence by either party of its interpretation of any other agreement with other SMART-TD committees.

Article I: Productivity and Crew Utilization

Q1: Will the two (2) hour payment listed in Section E. be paid to all assigned road and yard service employees who work as a reduced crew (without a brakeman, switchman, or helper)?

A1: Yes, it will be automatically generated for those reduced crews.

Q2: Will employees working in assigned road or yard service who are eligible for a short crew allowance from a previous Crew Consist Agreement or modification receive the two (2) hour payment if working without a brakeman/switchman?

A2: Yes, those employees will receive the two (2) hour payment in lieu of the short crew allowance. When such employees work with a brakeman/switchman, they will not receive a two (2) hour payment, but will receive any applicable short crew allowance provided in previous Crew Consist Agreements or modifications. Payments cannot be duplicated or pyramided.

Q3: Does assistance from a utility assignment affect the two (2) hour payment to foreman or conductor only crews?

A3: No.

Q4: Do transfer assignments qualify for the two (2) hour payment?

A4: Yes, as they may now be used for general switching.

Q5: Are extra employees who fill a vacancy on a regular assignment that works as a reduced crew (without a brakeman, switchman/helper) entitled to the two (2) hour payment?

A5: Yes.

Q6: Are employees who hold down a temporary vacancy (under the applicable rules) on an assignment that works as a reduced crew (without a brakeman, switchman/helper) entitled to the two (2) hour payment?

A6: Yes.

- Q7: Are foreman only extra yard assignments entitled to the two (2) hour payment?
A7: Yes. Any foreman only yard assignment, whether regular or extra, is entitled to the payment.
- Q8: Are employees hired after the effective date of this agreement entitled to the two (2) hour payment.
A8: Yes.
- Q9: Does this agreement affect the productivity payments made to protected employees?
A9: No, this agreement does not modify nor eliminate those payments.

Article II: Utility Positions

- Q1: Are utility positions allowed to work independently?
A1: Yes. The utility position may perform any independent work in compliance with FRA regulations, including but not limited to transporting crews, bleeding tracks, making air, air tests, applying and releasing handbrakes, working with trainees, and any other incidental duties.
- Q2: Does a temporary change to a start time require an assignment to be bulletined?
A2: No. The two-hour window described in Article II, Section B.2 is only to be used on a limited basis. Any permanent change to the start time would require a new bulletin.
- Q3: Will an employee force assigned under Article II, C. be eligible for temporary lodging?
A3: If the existing agreement allows for lodging.
- Q4: Will an employee assigned to a utility position be entitled to a meal period during their tour of duty?
A4: No. A meal period is not a right afforded under this agreement. However, the employee may work with local management to allow for an appropriate break during their tour of duty provided it does not cause a delay to operations.
- Q5: Can the yard extra board be required to fill a utility position vacancy outside of the calling cycle/bracket?
A5: No
- Q6: Are pool employees who fill a utility vacancy required to remain available in order to protect their make whole?
A6: No.

Article IV: Overtime for Pool Freight Service

- Q1: Are employees hired after the effective date of this agreement entitled to the pool freight overtime provision?
- A1: Yes.
- Q2: Will pools that currently receive overtime prior to eleven hours under the current divisor be modified in any manner?
- A2: No. The current divisor will be used to calculate overtime and employees will receive overtime as they do today prior to eleven hours.

Article V: Ready Work Board

- Q1: Is the Ready Work Board biddable?
- A1: Yes. Assignment to the Ready Work Board will be handled in seniority order.
- Q2: May employees bid the Ready Work Board when there's no reduction in manpower that would necessitate furlough?
- A2: No. Slots on the Ready Work Board are only available if employees are going to be furloughed. For example, a location has an excess of manpower and there is a reduction in manpower. After the reduction, ten employees will be displaced and cannot hold any assignment except the ready reserve board. Ten slots would be opened and made available to all employees at that location. Employees making application to the ready reserve board would be assigned in seniority order followed by those furloughed in seniority order.
- Q3: Are cutback engineers who are working as trainpersons allowed to submit an application to the ready reserve board?
- A3: Yes. Any trainperson may submit an application to the Ready Work Board when positions are needed. Slots will be awarded in trainperson seniority order; however, should a cut back engineer get awarded a position on the Ready Work Board and get added back as an engineer, they must return to engine service in accordance with the applicable agreement.

Article VIII: Signing Bonus

- Q1: Do new hires qualify for the signing bonus?
- A1: To qualify, train service employees must have an employment relationship with the Carrier on the effective date of this agreement and must have been actively assigned in train service in either yard or road service on October 7, 2024 at noon CST

Q2: Are switchman who work hostler positions using their switchman seniority entitled to the signing bonus?

A2: Yes. Any train service employee who works a position using trainmen's seniority would qualify.

Q3: Will employees working positions under SMART TD's Peer Trainer Agreement be eligible for the signing bonus?

A3: Yes, provided such employees would otherwise be working a train service position.

Q4: Are trainpersons who are in FIT training on the effective date of the agreement entitled to the signing bonus?

A4: Yes. Employees holding an engine service position on the effective date of this agreement are not eligible for the signing bonus.

Q5: Will an employee who is in bumped status on the signing date of the agreement be eligible for the signing bonus?

A5: Yes, provided such employee makes a seniority move to a train service position at the expiration of their bump.

Q6: Are employees that are on a Leave of Absence because they accepted promotion to, or accepted official positions with the Carrier eligible for the signing bonus?

A6: No.

Q7: Will the signing bonus be paid on a separate check or included with regular payroll check?

A7: Carrier will make payment by way of separate payroll check.

Q8: Will an employee that received a signing bonus while borrowed out to another territory be eligible for another signing bonus under this agreement?

A8: No. There will be no duplication of lump sum payment to an employee by virtue of employment under any other Agreement.

Side Letter #1

Mr. Joe Cornelius
General Chairman – SMART TD

RE: Vacancy procedures at location with multiple boards

Dear Mr. Cornelius,

The parties recognize there are locations where multiple extra boards protect vacancies at a terminal. When filling vacancies for utility positions pursuant to Article II, Section E.1-3, the following steps will govern at the following locations:

- A: Kansas City (MX283)
- Step 1: MX283 XT15
 - Step 2: MX283 XT25
 - Step 3: MX283 XT35
 - Step 4: MX283 XT45
 - Step 5: MX283 ST15
 - Step 6: MX283 ST25
 - Step 7: MX283 ST35
 - Step 8: MX283 ST45
 - Step 9: MX283 XS63
 - Step 10: MX283 SS63
 - Step 11: Senior conductor first out and rested on any pool at MX283.
- B: North Little Rock (X 344)
- Step 1: X 344 XT22
 - Step 2: X 344 XT60
 - Step 3: X 344 XT90
 - Step 4: X 344 ST22
 - Step 7: X 344 ST60
 - Step 8: X 344 ST90
 - Step 9: X 344 XK21
 - Step 10: X 344 XS21
 - Step 11: X 344 SS21
 - Step 12: Senior conductor first out and rested on any pool at X 344.

C: St Louis (C 015)

Step 1: C 015 XT06

Step 2: C 015 XT23

Step 3: C 015 ST06

Step 4: C 015 ST23

Step 5: C 015 XS15

Step 6: X 003 XS13

Step 7: C 015 SS03

Step 8: X 003 SS05

Step 9: Senior conductor first out and rested on any pool at C 015.

NOTE: All vacancy steps are acceptance required, except for XS and SS boards are only required to answer during call cycle.

For any additional locations not identified herein, the parties will work together to determine proper board order for filling vacancies at those locations.

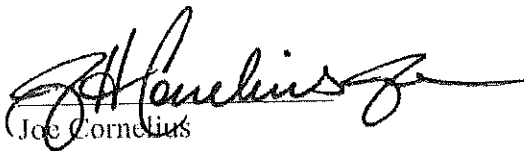
Sincerely,

Rebecca Cates

Rebecca Cates

Director – Labor Relations

AGREED:



Joe Cornelius

General Chairperson – SMART TD

Side Letter #2

Mr. Joe Cornelius
General Chairman – SMART TD

RE: Ratification

Dear Mr. Cornelius,

This is to confirm our discussion that in the event the agreement does not ratify the parties have agreed to meet and discuss if there are any modifications that can be agreed upon. In the event the parties are unable to agree on modifications then either party may submit the matter to final and binding, party paid interest arbitration at any time thereafter by written request to the other party.

The arbitration board shall consist of one (1) member appointed by the Union, one (1) member appointed by the Carrier, and a neutral arbitrator, who shall serve as chair of the Board. The neutral arbitrator shall be mutually selected by the parties within ten (10) days of the request for arbitration, and a hearing shall be held within sixty (60) days thereafter, subject to the availability of the arbitrator. If the parties are unable to agree on an arbitrator within ten (10) days of the request for arbitration, then a list of nine (9) arbitrators shall be obtained from the National Mediation Board and the parties shall strike such list until an arbitrator is chosen with the first strike determined by coin flip or another random method. The terms of the Board's decision shall be issued within thirty days following the hearing or submission of post-hearing briefs, if any, and will be final and binding.

It is understood that entering into this agreement to proceed with interest arbitration to resolve the current dispute shall not be cited or used as precedent when resolving any future modifications of the parties' crew size agreement, unless otherwise agreed to by the parties.

Sincerely,

Rebecca Cates

Rebecca Cates

Director – Labor Relations

AGREED:


Joe Cornelius

General Chairperson – SMART TD

Side Letter #3

Mr. Joe Cornelius
General Chairman – SMART TD

RE: Borrow outs and signing bonus

Dear Mr. Cornelius:

During negotiations the subject of “borrowed-out” employees was discussed related to the signing bonus provided in Article VI. This will confirm the parties’ agreement regarding signing bonus entitlements for borrowed out employees.

It is agreed borrowed out employee must meet the qualification requirements identified in Article VII in addition to the following qualification requirements:

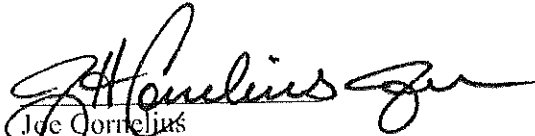
1. Individuals under the jurisdiction of the Missouri Pacific Upper Line Collective Bargaining Agreement that are borrowed out to another territory less than 90 days from the effective date of this agreement would qualify for the signing bonus.
2. Individuals from another territory under the jurisdiction of this General Committee or under the jurisdiction of another General Committee borrowed out into the jurisdiction of the Missouri Pacific Upper Line Collective Bargaining Agreement 90 days or more prior to the effective date of this agreement would qualify for the signing bonus.
3. There will be no duplication of lump sum payment to a borrowed-out employee by virtue of employment under any other Agreement.

Sincerely,

Rebecca Cates

Rebecca Cates
Director – Labor Relations

AGREED:


Joe Cornelius
General Chairperson – SMART TD

Side Letter #4

Mr. Joe Cornelius
General Chairman – SMART TD

RE: Lodging for Utility Positions

Dear Mr. Cornelius:

During negotiations the subject of lodging for utility positions was discussed. Under Section II (R), it was agreed that the current temporary agreement for lodging would apply to utility positions. In the event the existing temporary agreement is cancelled by either party the following will apply:

1. Employees who, as the result of their seniority, are forced to protect a utility position at locations greater than 75 miles from their assigned home terminal, will be afforded temporary lodging. The assigned home terminal will be the location from which the trainperson is initially forced. Mileage will be measured from the designated switching limits of the trainperson's assigned home terminal.

NOTE: For purposes of this Agreement and to be eligible for temporary lodging, a trainperson will be considered "force assigned" when by virtue of their seniority they would otherwise be forced to displace the junior most trainperson at an outlying location meeting the mileage parameters herein.

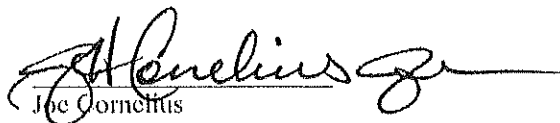
- 1) Upon successful notification of the assignment to which forced, the trainperson must report within forty-eight (48) hours.
 - 2) A trainperson will not be eligible for the lodging benefit provided in this Agreement when working to an Away-From-Home-Terminal (AFHT) location.
 - 3) Trainpersons who voluntarily exercise their seniority are not eligible for temporary lodging.
2. Eligible Trainpersons qualifying for temporary lodging under terms and conditions specified herein are limited to a total of seventy-five (75) stays in a calendar year from the initial time of arrival or until such time the Trainperson is released to return home, whichever occurs first.

Sincerely,

Rebecca Cates

Rebecca Cates
Director – Labor Relations

AGREED:


Joe Cornelius
General Chairperson – SMART TD

Side Letter #5

Mr. Joe Cornelius
General Chairman – SMART TD

RE: Signing Bonus Eligibility

Dear Mr. Cornelius,

This is to confirm our discussion that, except as provided below, the signing bonus will be paid to employees that were actively working in train service at the time the agreement was put out for ratification, noon CST on October 7th.

Trainpersons who retire or resign prior to the effective date of the agreement will not be eligible for the signing bonus.

Sincerely,
Rebecca Cates
Rebecca Cates
Director – Labor Relations

AGREED:


Joe Cornelius
General Chairperson – SMART TD