

EXHIBIT 5

AGREEMENT
Between
UNION PACIFIC RAILROAD COMPANY
And
SMART TRANSPORTATION DIVISION

IT IS AGREED on this 11th day of September 2024 by and on behalf of the Union Pacific Railroad Company (hereinafter called "Carrier") and SMART Transportation Division (hereinafter called "Union") as follows:

1. The parties were unable to reach agreement on whether and how to implement the rules referenced in Articles V, VI and VII of the NCCC-SMART-TD Tentative National Agreement (Sept. 15, 2022) – Implemented by Public Law No. 117-216 (the "National Agreement"). Accordingly, the matters will be resolved pursuant to Sections 7 and 8, of the Railway Labor Act ("RLA") 45 U.S.C. §§ 157, 158, and shall become effective when executed by all Parties. This Board shall have jurisdiction only over changes necessary to implement the rules referenced in Articles V, VI and VII of the National Agreement.

2. The Board shall consist of three (3) members. One member shall be selected by the Carrier and shall be known as the "Carrier Member". One member shall be selected by the Union and shall be known as the "Union Member". The Carrier Member and the Union Member of the Board shall be as follows:

CARRIER MEMBER

Maqui Parkerson
Vice President Labor Relations
Union Pacific Railroad Company
1400 Douglas Street, Room 710
Omaha, Nebraska 68179

UNION MEMBER

Gary W Crest
SMART-TD Vice President
20396 Woodbury Dr.
Grass Valley, CA 95949

The Carrier Member and the Union Member have agreed to _____ as Chairperson and Neutral Member of the Board, unbiased between the parties, subject to approval and appointment by the National Mediation Board.

The parties may substitute for their designated Board member at any time up until commencement of the hearing. The parties' designated Board members may also serve in the capacity of counsel in directing the case and/or as witnesses. If the board member

is not presenting the case, a twenty-day notice must be provided to the other party prior to the commencement of the hearing. The opposing party will have five days to respond with a new presenter if they so desire.

3. Should there be a need for the selection of another Chairperson of the Board the Carrier Member and the Union Member will confer within ten (10) days after the date of the vacancy for the purpose of selecting the Neutral Member of the Board. If the party members agree upon the Neutral Member and the person so agreed upon accepts the appointment, then such person shall serve as Chairperson and Neutral Member of the Board, subject to certification by the National Mediation Board. If, within ten (10) days after such first conference, the party members fail to agree upon the Neutral Member, 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.

4. The compensation and expense of the Carrier member will be borne by the Carrier. The compensation and expense of the Union Members will be borne by the Union. The compensation and expenses of the Neutral Member will be paid by the Carrier and Union equally. All other expenses of the Board will be borne half by the Carrier and half by the Union.

5. The Board will establish rules of procedure not inconsistent with the provisions of this Agreement. Unless otherwise agreed or as directed by the Chairperson, this Board will meet within sixty (60) days from the appointment of the arbitrator at a location mutually agreed to by the Union Member and the Carrier Member. If the parties cannot reach agreement on the location, the Neutral Member will choose the location.

6. With appropriate notice to the parties, the Board will hold a hearing on the dispute(s) submitted to it. At such hearing, the parties may be heard in person or be represented by other duly designated Carrier or Union representatives if they so elect. The parties may present any witnesses, documents and any other information they deem appropriate, subject to the limits provided in paragraphs 7-11 herein. The Board Chairperson may ask questions in the nature of clarification, of any witness, at any time during the hearing. There shall be no cross-examination. The parties will be permitted both opening and closing oral arguments.

7. At a mutually agreeable date prior to the hearing, but no later than twenty (20) days prior to the commencement of the hearing, the parties will exchange copies of their respective opening submission, and at the same time furnish a copy to the Chairperson and Neutral Member. Each party is charged with the duty and responsibility of identifying in its opening submission all witnesses on which it intends to rely at the hearing. Each party is also charged with the duty and responsibility of attaching to its opening submission all documentary evidence on which it intends to rely at the hearing.

8. At a mutually agreeable date prior to the hearing but no later than ten (10) days prior to the commencement of the hearing, the parties will exchange copies of their respective rebuttal submissions, and at the same time furnish a copy to the Chairperson

and Neutral Member. Any additional evidence attached to a rebuttal submission must be responsive to evidence submitted by the other party as part of its opening submission.

9. The Board shall consider only evidence made known in the submission(s) and rebuttal(s) prior to hearings before the Board. Notwithstanding the foregoing, the Board Chairperson may request, either prior to or during the hearing, submission of additional information deemed necessary for the adjudication of the matters before the Board.

10. The Board may request that the parties provide post-hearing briefs. Absent such a request, there shall be no post-hearing briefs. Except as specifically requested by the Board, no new evidence shall be submitted along with any post-hearing brief.

11. The record shall consist of all admitted evidence, including (a) documentary evidence submitted in accordance with this Agreement and (b) a transcript of proceedings, for which the parties shall share equally in the cost. The transcript of the hearing shall be provided to the Board Chairperson within 10 days of the conclusion of the hearing.

12. The Board will make findings and render an award in writing on the case within thirty (30) days after the close of the hearing or submission of post-hearing briefs, if any. Any two (2) members of the Board will be competent to render an award. Such findings and awards will be in writing and copies will be furnished to the respective parties.

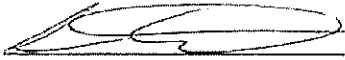
13. Either party may request an executive session of the Board, or the Board chair may direct one or more executive sessions. Participation in executive sessions shall be limited to Board members unless the Board chair requests the appearance of another individual. Any request for interpretation or clarification must be submitted within ten (10) days of the date of the final Award, and shall be answered by the Board within ten (10) days. There shall be no requests for reconsideration.

14. The time periods provided for in this agreement may be extended by mutual agreement for reasonable cause.

15. The Board's decision will be final and binding upon both parties to the dispute, as provided by the Railway Labor Act, as amended.

16. The Board hereby established will cease to continue in existence once it has disposed of the dispute submitted to it under this agreement, except for interpretations as above provided.

FOR SMART -TD



Gary W. Crest
SMART-TD Vice President

FOR THE UNION PACIFIC
RAILROAD COMPANY



Maqui Parkerson
Vice President Labor Relations