

Between the

UNION PACIFIC RAILROAD COMPANY

And the

UNITED TRANSPORTATION UNION

For the Former C&NW Territory

COAL LINE MARK-OFF PERIODS

The intent of this Agreement is to standardize requests for and administration of mark-off periods for employees assigned to pools at Bill, Wyoming and South Morrill, Nebraska, and the extra boards at Bill, WY and South Morrill, Nebraska.

- (1) Employees requesting to mark-off at the home terminal must call the appropriate crew-caller and advise of the mark-off period desired, either twelve (12) or twenty (24) hours. Additional time off may be authorized in twelve (12) hour increments. Employees receiving permission to mark-off will be advised of the mark-off period authorized, and mark-up will be pended at the expiration of the period authorized. Except under emergency circumstances or sickness, there will be no mark-offs at the away-from-home terminal.
- (2) Guarantee offset provisions set forth in the 1983 Coal Line Agreement at Art. IV, Sections 1(b) governing pool service guarantees, and Art. IV, Section 2(b) governing extra board guarantees will apply subject to the following conditions:
 - (a) Bill pool employees missing their turn account marked off under this agreement will have the guarantee reduced on the basis of 1/28, 1/29, 1/30 or 1/31 (depending on the number of days in the month) with a minimum of one (1) prorated day.
 - (b) South Morrill pool employees missing their turn account marked-off under this agreement will have the guarantee reduced on the basis of 1/28, 1/29, 1/30 or 1/31 (depending on the number of days in the month) with a minimum two (2) days for each round trip missed in which the pool turn is tied up for rest at the away-from-home terminal. If the employee's pool turn is not tied up at the away-from-home

terminal, and is subsequently tied up at South Morrill upon completion of the initial tour of duty, the applicable prorated (1) day reduction to the guarantee will apply.

(c) South Morrill and Bill extra board employees who mark-off and report back, as set forth in Section 1 herein, will be placed to the bottom of the extra board and will have their guarantee reduced on the basis of 1/14, 1/15, or 1/16 (depending on the number of days in the payroll half) for each 24 hour period or portion thereof, with a minimum of one (1) prorated day.

(3) This Agreement shall become effective September 16, 2001.

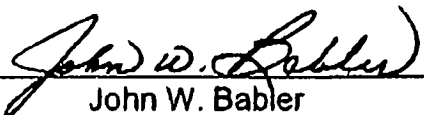
(4) This Agreement is without prejudice or precedent with respect to either party's position pertaining to the establishment of a minimum mark-off period and subsequent proration of the guarantee and will not be cited by either party for any reason.

(5) This Agreement may be cancelled by either party via written notice, such cancellation to be effective on the last day of the pay period during which the notice is served. Faxed service of notice shall be deemed sufficient to satisfy the written notice requirement contained herein, followed by a "hard copy" via U. S. Mail.

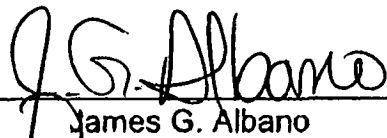
AGREED:

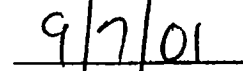
For the Union Transportation Union:

For the Union Pacific Railroad:


John W. Babler
General Chairman - UTU


Date


James G. Albano
Director Labor Relations


Date