

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



November 2, 1999

W. R. Slone
General Chairman BLE
6207 Airport Freeway
Ft. Worth, TX 76117

Dear Sir:

On several occasions the Carrier and Organization have made arrangements to allow employees to donate vacation and/or personal leave to a co-worker in need by request. In order to create a more systematic and simple procedure for these donations, the Carrier agrees to allow the Organization to submit the enclosed donation forms when the need arises.

In simplifying this process, the parties agree as follows:

1. This is a voluntary program and as such no claims or grievances will be filed or progressed in connection therewith.
2. No payments will be made in lieu of time donated, to either the Donor or Donee.
3. It is the responsibility of the Local Chairman to collect and submit all donation forms for a given Donee at one time to the Labor Relations Department.
4. This arrangement may terminate upon ten (10) days written notice by either the Organization or Carrier. Furthermore, this arrangement is done without prejudice to the position of either party and shall not be cited as precedent.

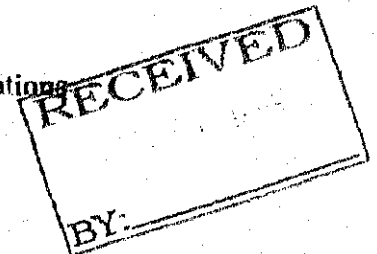
If you agree, please so indicate in the designated place on both originals, returning one to the Carrier and distribute this information to your Local Chairmen.

Sincerely,

W. S. Hinckley
General Director Labor Relations

AGREED:

General Chairman BLE



DONATION OF PERSONAL LEAVE/VACATION DAYS

I, _____ (Trainman/Engineman(circle one)) agree to donate
(Donor's Name)

eligible _____ Personal Leave Day(s), and/or _____ designated vacation day(s) to
fellow employee _____ to be used by the end of this calendar year.
(Donee's Name)

I understand that this donation cannot be revoked. If the Donee cannot or does not use said donated days by the end of this calendar year, s/he shall forfeit such days. There shall be no payments made in lieu of the days donated, either to the Donor or Donee. In addition, I acknowledge that the days I donate will be deducted from my entitlement at the time of donation and I may not reclaim the days I donate if the Donee does not use them.

Donor and Donee agree to the following:

- (a) If donating vacation days:
The scheduled vacation days donor chooses to donate are the
Following _____.
- (b) Vacation/personal leave days will be paid in consecutive days.
- (c) Personal leave days will be deducted beginning with carry-over days.
- (d) Vacation days donated will be allowed at the rate of 1/52 of Donee's previous year's earnings but not less than six (6) minimum basic days at the rate of the last service, if road service or five (5) minimum days at the rate of the last service if yard service.
- (e) Personal leave days donated will be allowed at the basic standard through freight rate.
- (f) Donations are subject to appropriate deductions, i.e. Railroad Retirement Tax, Union Dues, State and Federal Taxes, etc.
- (g) This is a voluntary program and as such no claims or grievances will be filed or progressed in connection therewith.

Signature of Donor

SSN of Donor

Name of Donee

SSN of Donee