

UNION PACIFIC RAILROAD COMPANY



April 26, 2004

File 110.61.15

Mr. Gil Gore
General Chairman
Brotherhood of Locomotive Engineers and Trainmen
1448 Mac Arthur Avenue
Harvey, LA 70058

Dear Sir:

This will confirm our April 21, 2004, conference wherein we discussed correspondence from the Georgetown Railroad Company advising that Union Pacific Railroad would not be allowed to use the Georgetown Railroad facilities as a duty point after May 31, 2004 citing security concerns at its Texas Crushed Stone plant.

In connection therewith, the parties have agreed to modify its January 6, 1999, San Antonio Hub Implementing Agreement by deleting all references to the term Georgetown and replacing it with the term Taylor. Effective on or before June 1, 2004, Taylor, Texas shall be the home terminal for all positions formerly assigned at Georgetown. Thereafter, Georgetown (Feld), Texas shall be considered an intermediate point for trains originating and/or terminating at that location (including the Texas Crushed Stone plant).

Former Georgetown pool and extra board positions that are discontinued and reestablished at Taylor, Texas shall be advertised for seniority choice to become effective on or before June 1, 2004. All employees that were assigned to positions at Georgetown, Texas on April 21, 2004 (listed on Attachment "A") will be allowed one basic days' pay for deadheading in connection with their exercise of seniority to positions reestablished at Taylor. In addition thereto, employees that were assigned to positions at Georgetown, Texas on April 21, 2004 (listed on Attachment "A") shall receive a one-time lump sum allowance of \$1,750.00.

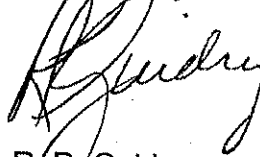
Except as modified herein, all provisions of the January 6, 1999, San Antonio Hub Implementing Agreement shall remain in full force and effect. In the event the provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions set forth herein shall prevail and apply.

The terms and conditions of this Agreement are intended to address and/or apply to specific circumstances. Accordingly, such terms and conditions shall not be applied, or interpreted to apply, to other locations, runs, etc.

This agreement is made without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.

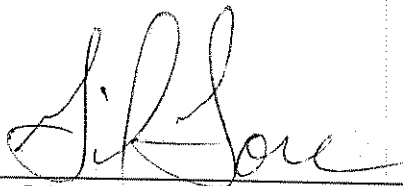
If this accurately reflects the terms and conditions of our agreement please indicate by signing in the space provided.

Respectfully



R. P. Guidry
Director Labor Relations

Agreed:



Mr. Gil Gore, General Chairman BLET

Attachment "A"
 Employees assigned to Georgetown Texas on April 21, 2004

EL	MURPHY	
JL	RASCO	
DM	PETTIETTE	
TL	DIXON	
L	SANMIGUEL JR	
WD	HODGES	
RP	RICHARDSON	
EW	GASTON	
JD	FLEMING JR	
CR	FULLER	
JW	TINER	
JA	OCHOA	
RK	SCOTT	
TA	RICKETSON	
R	WARD JR	
TR	BUZAN	
K	MUSHINSKI JR	
CA	CAMERON	
G	CABELLO	
FT	BOYLE	
JL	COOPER JR	
TE	REMME	
CS	DAWSON	
BK	HARDI	
DG	GILES	
CD	SUAREZ	
SD	HUDSON	
MB	STEVENS	6
DS	RICE	4