

MEMORANDUM OF AGREEMENT

#2103310929

BETWEEN  
UNION PACIFIC RAILROAD COMPANY  
AND  
UNITED TRANSPORTATION UNION

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Familiarization Board Training for Certified Engineers Working in Train/Yard Service in Portland  
Hub Zone 1

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In connection with the Carrier's desire to ensure the familiarization and skills of certified locomotive engineers are maintained while cutback to train service, it is agreed the Carrier may rotate such employees through for temporary assignment to an Engineers Familiarization/Training Board subject to the following terms and conditions:

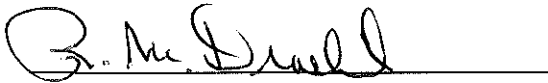
1. On or after the effective date of this agreement, the Carrier may remove the senior cutback engineer(s) working in train/yard service in the Portland Hub, Zone 1, and place such employee(s) on an Engineer's Familiarization/Training Board. The number of such employees that may be removed from their train/yard service assignment and temporarily assigned to the Engineer's Familiarization/Training Board at any one time pursuant to this Agreement will be determined by the Carrier, as will the duration of each such employee's assignment to the Engineer's Familiarization/Training Board. It is understood, however, that no such employee will be assigned to the Engineer's Familiarization/Training Board pursuant to this Agreement for greater than eight (8) weeks.
2. In the event there are insufficient active employees in Zone 1 of the Portland Hub to cover any vacancy resulting from the placement of an employee to the Engineer's Familiarization/Training Board pursuant to Item No. 1, above, and it is necessary in order to protect any such vacancy to recall an employee currently assigned to the AWTS Board in Portland Hub Zone 1, it is understood the initial number of AWTS positions established in Portland Hub Zone 1 pursuant to the January 9, 2009 Agreement will not be reduced by the AWTS employee recalled to protect such vacancy.
3. Upon completion of the necessary familiarization/training as determined by the Carrier, the employee assigned to the Engineer's Familiarization/Training Board pursuant to this Agreement will be released and allowed to exercise his/her train service seniority in accordance with applicable agreement rules.
4. For each such cutback engineer released from the Engineer's Familiarization/Training Board pursuant to this Agreement, the Carrier may remove the next senior cutback engineer working in train/yard service in the Portland Hub, Zone 1 at the time, and place such employee to the Engineer's Familiarization/Training Board as set forth in Item No. 1, above.

5. The terms and conditions of this Agreement are made to address a unique situation and as such, will not be applied or interpreted to apply to other locations or zones, and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution. It is further understood that no claims or grievances of any kind will be progressed as a result of this Agreement.
6. It is understood and agreed that either party may cancel this Agreement by serving a 15-day advance written notice upon the other.

Effective this 16 day of September, 2009.

For the United Transportation Union

For the Union Pacific Railroad Company



R. M. Draskovich  
General Chairman, UTU



D. K. Peitzmeier  
Director Labor Relations