

MEMORANDUM OF AGREEMENT
#2104291029

BETWEEN
UNION PACIFIC RAILROAD COMPANY
AND
UNITED TRANSPORTATION UNION

Familiarization Board Training for Certified Engineers Working in Train/Yard Service - LaGrande

In connection with the Carrier's desire to ensure that the familiarization and skills of certified locomotive engineers are maintained while cutback to train/yard service, it is agreed the Carrier may rotate such employees working at LaGrande through for temporary assignment to an Engineers Familiarization 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 LaGrande and place such employee(s) on an Engineer's Familiarization Board. The number of such employees that may be removed from their train/yard service assignment and temporarily assigned to the Engineer's Familiarization Board at any one time pursuant to this Agreement and the duration of each such employee's assignment to the Engineer's Familiarization Board will be determined by the Carrier. It is understood, however, that no such employee will be assigned to the Engineer's Familiarization Board pursuant to this Agreement for greater than eight (8) weeks.
2. In the event there are insufficient active employees in LaGrande to cover any vacancy resulting from the placement of an employee to the Engineer's Familiarization 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 LaGrande, if any, it is understood the initial number of AWTS positions established in Portland Zone 2 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 as determined by the Carrier, the employee assigned to the Engineer's Familiarization 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 Board pursuant to this Agreement, the Carrier may remove the next senior cutback engineer working in train/yard service in LaGrande at the time, and place such employee to the Engineer's Familiarization Board as set forth in Item No. 1, above. A designated Carrier Manager of Operating Practices (MOP) and the UTU Local Chairman will coordinate to select the appropriate cutback engineer(s) to be placed to this Board in each rotation. It is understood in the application of this Agreement that cutback engineers working in train/yard service at LaGrande do not have

displacement rights to this Board, but may only be placed to same in line with their seniority as the next available slot(s) become available in rotation.

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, 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.

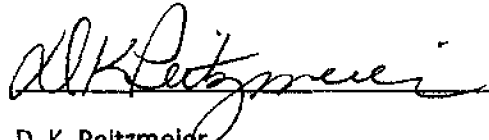
Effective this 9th day of Aug, 2010.

For the United Transportation Union

For the Union Pacific Railroad Company



R. M. Draskovich
General Chairman, UTU



D. K. Peltzmeier
Director Labor Relations