

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and

UNITED TRANSPORTATION UNION

(Eastern District)

&

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS &
TRAINMEN
(Western Region)**

NON-STANDARD START TIME SALT LAKE CITY YARD ASSIGNMENT – YSC51

The parties have recently discussed locally the need to alter the start time for Salt Lake City Yard Assignment YSC51 outside the starting time brackets provided for under the collective bargaining agreements. These discussions were prompted by track curfews placed on Union Pacific crews with regard to the operating rights of the Utah Transit Authority (UTA) and an associated concern relative to maintaining service reliability toward customers served by this assignment.

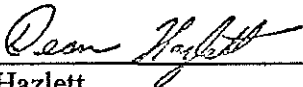
Therefore, **IT IS AGREED:**

1. Effective with the date of this Agreement, the Carrier may separately bulletin Yard Assignment YSC51 to a non-standard start time outside the starting time brackets provided for under BLET Rule 70 and UTU Rule 5.
2. Presently, it is the Carrier's intention to bulletin this assignment with an 8:00 p.m. start time. Should additional changes to this start time be necessary to meet specific customer requirements the local Carrier officer shall meet with the local chairmen to discuss and agree to those changes.

3. All other pay and working conditions not specifically modified by this Agreement shall remain in full force and effect.
4. It is understood that the terms and conditions expressed herein are the product of negotiations to fairly and constructively address a local service issue. Accordingly, nothing provided herein shall serve to set a precedent and will not be referred to by either party in any future forum or proceeding. Should disputes arise over the terms and conditions provided herein, the parties will meet on the local level to come to an understanding. If the parties cannot arrive at a local understanding the issue will be docketed for discussion between the General Chairman or Chairmen and the Director Labor Relations.
5. The parties agree that this Agreement will remain in full force and effect unless cancelled by either party signatory hereto serving a fifteen (15) day advance written notice of such intent upon the other parties.

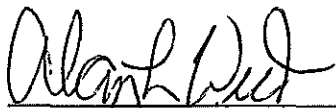
SIGNED THIS 20th DAY OF September, 2007.

FOR THE
UNITED TRANSPORTATION UNION
COMPANY



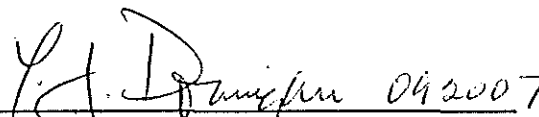
Dean Hazlett
General Chairman - UTU

FOR THE
UNION PACIFIC RAILROAD



Alan L. Weed
Director Labor Relations

FOR THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
& TRAINMEN



T.J. Donnigan
General Chairman - BLE&T