

MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

PORTLAND HUB ZONE 3 EBB AND FLOW CONDITIONS

In compliance with the applicable Collective Bargaining Agreement Rules concerning trainmen promoted to an engineer, as well as National Agreement rules addressing such employees, the parties signatory hereto agree to adopt the following Ebb and Flow conditions.

ARTICLE 1 – DEFINITIONS

Section 1 – The terms "employees, trainmen and/or engineers" used in this Agreement are only those employees who were promoted to an engineer, as well as all other employees who are promoted in the future.

Section 2 (a) – The term "terminal" as used in this Agreement is one (1) of the following listed locations which serves as a source of supply for engineer employees at this time:

Pocatello	Nampa	Dillon	Montpelier
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(b) – All Outlying points which are protected by that terminal source of supply are considered within the terminal for purposes of this agreement.

Section 3 – The term seniority territory or district as used in this agreement is the Portland Hub Zone 3 seniority district.

ARTICLE II – HOME TERMINAL DESIGNATIONS

Section 1 (a) – All engineers, as well as those employees currently certified as engineers but reduced in service to a Trainman/Yardman, will have the opportunity to select a home terminal for displacement and home terminal conditions as described in Article III of this Agreement. The Home Terminal must be one of those identified in Section 2 of Article I and is also within the employee's engineer seniority district as listed in Section 3 of Article I. The election by the employee must be made by notifying Carrier's Crew Management System (CMS) Director within thirty (30) days after date of this Agreement.

(b) – Employees failing to elect a home terminal under the time frame set forth in this Section will be considered as electing the current working terminal if the employee is assigned as an Engineer or the last terminal worked when assigned as an Engineer prior to being reduced in force to a Trainman/Yardman.

Section 2 – Employees may subsequently change their home terminal by notice to Carrier's CMS Director on January 1st for each succeeding year.

ARTICLE III – HOME TERMINAL RIGHTS

Section 1 (a) – When an Engineer is reduced in force at a terminal and the employee cannot hold an Engineer's assignment or Engineer's extra board position within that terminal, the employee may elect to exercise his/her seniority as a trainman/yardman at the employees' designated home terminal (seniority permitting) as defined in Article II of this Agreement. Such exercise of seniority will however be governed by the zone restrictions outlined in the UTU Conductor – Only Modified Crew Consist Agreements which is hereby quoted:

**"Article V
Vacancy/Zone Rights**

1. When permanent vacancies occur on regular must fill positions or extra board positions, trainmen may elect by seniority option, to fill the vacancies in accordance with existing rules. However, until such time as there are no Reserve Board employees (either Tier I or Tier II) within the applicable zone where the vacancies exist, trainmen not working within that zone will not be permitted to transfer into the zone or be assigned to any vacancy under the applicable application and/or bulletin rules.
2. Employees will not be permitted to exercise displacement rights outside of their current zone to another zone until such time as the other one is exhausted or reserve board employees (either Tier I or Tier II). This exception however does not apply if an employee is unable to exercise seniority within his/her zone and the result would be the furlough of that employee.
3. The zone rights set forth in this Article are only in effect within a particular zone so long as there are employees assigned to a reserve board. Once the applicable Reserve Board (both Tier I and Tier II) does not have employees assigned to such, other employees outside of the zone will be able to exercise their existing seniority rights to available positions."

Note 1: An engineer may only work as a trainman/yardman in his/her designated Home Terminal if: 1) there are no engineers junior to him/her working in the terminal; 2) there are engineer(s) junior to him/her working outside the terminal but within the seniority district; and 3) seniority permitting.

Note 2: An engineer is not permitted to work as a trainman/yardman outside his/her Home Terminal if there are engineer(s) junior to him/her working in the seniority district.

Note 3: If an engineer is reduced in force and there are no engineers his/her junior working within the seniority district, he/she may exercise his/her seniority as a trainman/yardman in accordance with the collective bargaining agreement.

(b) – Engineers electing to exercise their seniority as a trainman/yardman at their designated home terminal must do so within forty-eight (48) hours from the time of notification.

Section 2 (a) – Employees exercising seniority as a trainman/yardman will continue to be subject to recall as an engineer within the seniority district of the employee.

(b) – When an engineer's services are needed at a terminal such services will be protected under the following order of preference:

Step 1 - In seniority order (engineer's seniority) from those demoted engineers working as trainmen/yardmen at that terminal as defined in Article I, Section 2.

Step 2 - In reverse seniority order (engineer's seniority) from all other demoted engineers within the applicable engineer's seniority district.

(c) – An employee returned as an engineer under Step 1 of Subsection (b) above will be immediately placed onto a permanent vacancy. A permanent vacancy may include the extra board.

(d) – If the employee is on duty as a trainman/yardman at the time recalled as an engineer, the employee will be placed on the permanent vacancy or extra board at the time of tie up at the home terminal.

(e) – If a force reduction is made to the working list of engineers at a terminal where employees are assigned pursuant to Section 2 (b), Step 2 above, the senior-most "forced engineer" with a request to return home (RTH) will be released to his/her home terminal designation.

(f) – An employee returned to engine service under Step 2 of Subsection (b) will be permitted to apply for engineer assignments, including extra boards, only at the employee's designated home terminal or the terminal where working.

ARTICLE IV – GENERAL

Section 1 – This Memorandum of Agreement is made without prejudice to either parties' position relative to their rights and obligations under the applicable National Agreements, as well as the Basic Agreement rules and practices between the parties and will not be cited by either party in any dispute over such agreements.

Section 2 – The parties recognize this Memorandum of Agreement amends in part various local and national agreement rules and practices and therefore, it is clearly understood that where such agreements, rules and/or practices are in conflict with this Memorandum of Agreement, the provisions of this Agreement will prevail.

Section 3 (a) – This Memorandum of Agreement will become effective on May 3, 2002, provided that the conditions of this agreement represented in a separate Memorandum of Agreement with the Brotherhood of Locomotive Engineers identified as Memorandum of Agreement 1405150243 is also agreed upon by that Organization.


(b) – Providing that all of the conditions set forth in Subsection (a) of this Section are satisfied, this Memorandum of Agreement will remain in full force and effect unless

cancelled by either party signatory hereto serving a thirty (30) day advance written notice, or by the parties (Brotherhood of Locomotive Engineers and Carrier) signatory to the same agreement provisions in Memorandum of Agreement 1405150243.

(c) – In the event this Agreement is cancelled, all working rules in effect prior to this agreement, unless modified by other agreements, i.e., National Agreement(s), will be restored.

Signed this 3rd day of May, 2002.

**FOR THE ORGANIZATION
UNITED TRANSPORTATION UNION:**

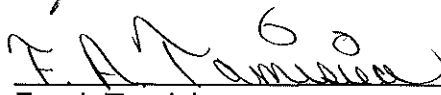


D. L. Hazlett
General Chairman - UTU

FOR THE CARRIER:



T. G. Taggart
Director-Labor Relations



Frank Tamisiea
Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



February 21, 2002

SIDE LETTER NO. 1

Mr. D. L. Hazlett
General Chairman, UTU
5990 SW 28th St., Ste. F
Topeka, KS 66614-4818

Dear Sir:

In connection with the parties negotiation on the Ebb and Flow Agreement(s) for Portland Hub Zone 1, 2, 3 and the Salt Lake City Hub, we discussed seniority rights of pre-November 1, 1985 Engineers.

This letter will confirm our understanding that pre-November 1, 1985 engineers existing seniority rights are retained as provided by Article XIII of the 1985 UTU National Agreement and Article XII of the May 19, 1986 BLE Arbitration Agreement.

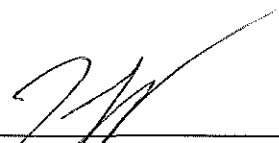
If this correctly reflects our understanding, please so indicate by signing in the designated spaces below.

FOR THE ORGANIZATION:

FOR THE CARRIER:



D. L. Hazlett
General Chairman – UTU



T. G. Taggart
Director - Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



February 21, 2002

SIDE LETTER NO. 2

Mr. D. L. Hazlett
General Chairman, UTU
5990 SW 28th St., Ste. F
Topeka, KS 66614-4818

Dear Sir:

It is recognized issues and/or disputes may develop in connection with implementation of the Ebb and Flow Agreement(s) in which the parties did not anticipate.

This letter will confirm our agreement that no claims will be filed and/or progressed in the good faith implementation of this agreement. Any issues and/or disputes will be evaluated and resolved expeditiously between the parties.

If this correctly reflects our understanding, please so indicate by signing in the designated space provided below.

FOR THE ORGANIZATION:

FOR THE CARRIER:

D. L. Hazlett
General Chairman – UTU

T. G. Taggart
Director - Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



February 21, 2002

SIDE LETTER NO. 3

Mr. D. L. Hazlett
General Chairman, UTU
5990 SW 28th St., Ste. F
Topeka, KS 66614-4818

Dear Sir:

This refers to Article II, Section 2 of the Ebb and Flow Agreements.

During our negotiations, your Organization raised a concern wherein an employee due to a hardship or other unique circumstances may require a change in a designated home terminal on other than January 1st.

It is agreed, an employee may change his/her designated home terminal on other than January 1st, with the concurrence of the UTU General Chairman, BLE General Chairman and Director of Labor Relations.

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below.

FOR THE ORGANIZATION:

FOR THE CARRIER:

A handwritten signature in dark ink, appearing to read "D L Hazlett", written over a horizontal line.

D. L. Hazlett
General Chairman – UTU

A handwritten signature in dark ink, appearing to read "T G Taggart", written over a horizontal line.

T. G. Taggart
Director - Labor Relations

UNION PACIFIC RAILROAD COMPANY

Alan L. Weed
Director – Labor Relations



BUILDING AMERICA

1400 Douglas Street
STOP 0710
Omaha NE 68179-0710
Office: (402) 544-3047

October 19, 2007

File: 840-1

Mr. D.L. Hazlett
General Chairman
United Transportation Union
5990 SW 28th Street, Suite F
Topeka, KS 66614-4818

Mr. T.J. Donnigan
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P.O. Box 609
Pocatello, ID 83204-0609

Gentlemen:

Please refer to the parties' agreements entitled, Portland Hub Zone 3 Ebb & Flow Conditions, dated May 3, 2002. Article 2(a) of these agreements lists the locations that serve as sources of supply for engineer employees. With the effective date of this letter of understanding the parties agree to add Idaho Falls to those locations previously listed. Thereafter, and in accordance with Article II of the Ebb & Flow agreements, engineers may designate Idaho Falls as a Home Terminal.

If you are in agreement, please signify your concurrence where indicated.

Sincerely,

Alan L. Weed
Director Labor Relations
Arbitration & Negotiations

I concur,

D.L. Hazlett
General Chairman
United Transportation Union

I concur,

T.J. Donnigan
General Chairman
Brotherhood of Locomotive Engineers & Trainmen