

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNION PACIFIC RAILROAD COMPANY
AND
UNITED TRANSPORTATION UNION
(DFW HUB)

The parties have agreed to the following guidelines clarifying guarantee payment offsets and/or forfeitures for employees assigned to extra and/or supplemental boards.

- A. An employee who is assigned to either an extra board or supplemental extra board, who lays off or is unavailable for service on more than two (2) occurrences in a pay period will forfeit his/her guarantee for that pay period.
- B. Absences at the request or direction of the Carrier for company business, jury duty, qualified bereavement and personal leave of three (3) or more consecutive days, vacation of three (3) or more consecutive days, military leave, or local chairmen on union business will not count toward the more than two (2) occurrences of being unavailable resulting in forfeiture of the guarantee.
- C. Where no service is performed between two layoffs (compensated and/or non-compensated), the lay-offs as well as the period between the lay-offs will be considered as unavailable time off the extra board or supplemental extra board.
- D. Where no service is performed between two lay-offs identified in Section C. above, and the time between such lay-offs is seventy-two (72) hours or greater, the period between the layoffs will not be considered as unavailable time off the extra board or supplemental extra board.
- E. All provisions of the September 5, 1996 Guaranteed Combination Extra Boards and Supplemental Extra Boards agreement not specifically modified herein shall continue to apply.


F. After this agreement has been in effect for a period of six (6) months, the parties agree to meet and make every effort to resolve any unforeseen issues that may arise in the application of this Letter of Understanding.

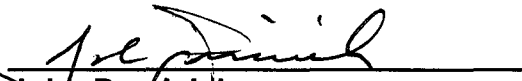
Signed in Spring, Texas the 10th day of June 2009.

For United Transportation Union


Troy Johnson
General Chairman - UTU

For Union Pacific Railroad


Sharon Boone
Director of Labor Relations


John Previsich
Vice President - UTU


T. Gary Taggart
Director of Labor Relations

UNION PACIFIC RAILROAD COMPANY



Building America

June 10, 2009
Side Letter 1

Mr. Troy Johnson
General Chairman UTU
4411 Old Bullard Road
Suite 600
Tyler, TX 75703

Dear Sir:

This refers to discussions concerning the June 10, 2009 Memorandum of Understanding clarifying guarantee payment offsets and/or forfeitures for employees assigned to extra and/or supplemental boards.

If such an understanding or agreement is reached with the Brotherhood of Locomotive Engineer and Trainmen (BLET) in the Longview, DFW, and San Antonio Hubs that contain more favorable terms and/or conditions, the Carrier will offer your Organization like consideration.

It is understood this Side Letter 1 will not prejudice the position of either party and will not be referred to in connection with any other case, agreement (local and/or national), negotiation and dispute resolution.

If you are agreeable to the terms and conditions outlined above, please indicate by signing in the space provided.

Sincerely,

Sharon Boone
Director of Labor Relations

Concur:

Troy Johnson
General Chairman UTU