

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and

**UNITED TRANSPORTATION UNION
(Denver and Salt Lake City Hubs)**

LANDMARK LOCAL (LJC51)

Since the negotiations and arbitration proceedings that eventually established the merger implementing agreements for the Denver and Salt Lake City Hubs, permanent vacancies on the above assignment, which is headquartered at Grand Junction, Colorado, have been filled by employees from the Salt Lake City Hub with short term vacancies filled by the Grand Junction (Denver Hub) extra board. The parties have discussed the difficulty imposed by filling this assignment through this dual-hub arrangement.

IT IS AGREED:

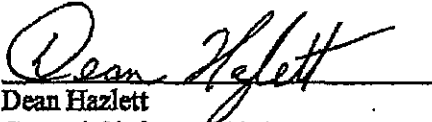
1. Effective with the date of this Agreement, when permanent vacancies occur on this assignment, the Carrier will continue to bulletin the assignment(s) to trainmen assigned within the Salt Lake City Hub Seniority District. Trainmen from the Zone 3 Seniority District of the Denver Hub may, however, make application for this assignment. If, at any time, this assignment goes "no-bid" from Salt Lake City hub trainmen with rights to the job the assignment will be filled through the application process with trainmen from Zone 3. In the absence of applications from Zone 3 trainmen the job will be filled by force assigning the junior trainman in Zone 3. Nothing contained herein is intended to eliminate or restrict the existing rights of Salt Lake City hub employees to this assignment in the normal exercise of their seniority.
2. It is understood that the terms and conditions expressed herein are the product of negotiations to fairly and constructively address the filling of this particular

assignment. 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.

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.

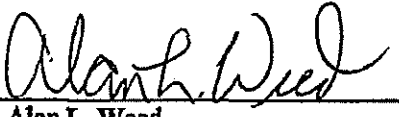
SIGNED THIS 9 DAY OF March, 2007.

FOR THE
UNITED TRANSPORTATION UNION
COMPANY



Dean Hazlett
General Chairman - UTU

FOR THE
UNION PACIFIC RAILROAD



Alan L. Weed
Director Labor Relations