

**MEMORANDUM OF AGREEMENT
#32071305850**

Between

UNION PACIFIC RAILROAD COMPANY

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN
(EASTERN DISTRICT)**

and

**UNITED TRANSPORTATION UNION
(EASTERN DISTRICT)**

**Modification of BLET Rule 105(a) and Article XII, Section 2B(2)
of the 1986 BLE National Agreement**

**Modification of Article XIII
of the 1985 UTU National Agreement and
Letter of Understanding dated August 20, 1987**

**Working Engineers Bidding Hostler Positions
at North Platte, NE**

In order for Third (3rd) District engineers to have the ability to make application (bid) to hostler positions at North Platte, Nebraska, BLET Rule 105(a), Article XII, Section 2B(2) of the 1986 BLET National Agreement and Article XIII of the 1985 UTU National Agreement and Letter of Understanding dated August 20, 1987 ("Margason Agreement") are hereby revised to provide the following:

IT IS AGREED:

1. For the purpose of this agreement only, if a hostler(s) at North Platte desire(s) to work as an engineer on the Third District, employees who are holding a position as an engineer on the Third District may make application (bid) on such hostler position(s) at North Platte, Nebraska in accordance with their fireman (hostler) seniority date.

2. Engineers may elect to move to these positions four (4) times per year in accordance with Rule 63 of the UTU-E Agreement.
3. Engineers/hostlers utilizing this Agreement must remain in hostling/engine service until the next quarterly application (bid), seniority permitting.
4. Engineers electing to make application (bid) on hostler positions will be compensated the earnings of the assignment worked (hostler). Any familiarization training for either a hostler or engineer, if necessary, will be without any additional cost to the Carrier.
5. This Agreement does not allow employees who can hold a position as an engineer to self-demote themselves to the position of conductor, trainman or yardman.
6. Should there be no hostlers who make application (bid) to work as an engineer on the Third District as a result of this agreement, then the employees holding a working position as an engineer will not be permitted to be assigned to a hostler position.
7. Any employee entitled to labor protection benefits will be subject to offsets for failure to bid to the highest rated position.
8. Prior to filing time claims, the parties agree to meet and discuss any issues with regard to this handling.
9. The Superintendent and Local Chairman will work together to ensure there is minimal disruption to operations as a result of the implementation of this agreement.

NOTE: For qualification purposes the parties recognize it may be necessary to stagger the number of employees moving to/from these positions.


10. The terms and conditions set forth herein are without prejudice to either parties' position and are made on a non-referable and on a not-to-be-cited basis; it will not be used in any arbitration or negotiation proceeding, nor will it be advanced to any authorized agency as a measure to establish "cross utilization" or creation of a single craft employee for operating crafts.
11. This Memorandum of Agreement will become effective on August 1, 2005.

12. This Agreement applies only at North Platte, Nebraska and will remain in full force and effect unless cancelled by any party signatory hereto serving a ten (10) day advance written notice of such intent.


(a) In the event this agreement is cancelled, the provisions of Rule 105(a) and Article XII, Section 2B(2), of the 1986 BLET National Agreement, as well as Article XIII of the 1985 UTU National Agreement and Letter of Understanding dated August 20, 1987 ("Margason Agreement"), will revert to its original meaning. Engineers who are holding a position as an engineer will not be permitted to make application (bid) on hostler positions.

SIGNED THIS 13th DAY OF JULY 2005 IN OMAHA, NEBRASKA.

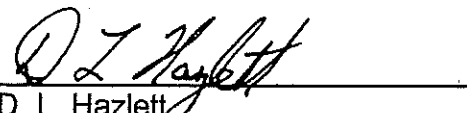
FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS
AND TRAINMEN


M. A. Young
General Chairman, BLET

FOR THE UNION PACIFIC
RAILROAD COMPANY


S. F. Boone
Director - Labor Relations

FOR THE
UNITED TRANSPORTATION UNION


D. L. Hazlett
General Chairman, UTU

cc: Merklin LC
Nielson Sec
8-26-05

UNION PACIFIC RAILROAD COMPANY

1400 DOUGLAS STREET
STOP 0710
OMAHA, NEBRASKA 68179



July 25, 2007

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

Mr. Michael Young
General Chairman
Brotherhood of Locomotive Engineers & Trainmen
1620 Central Avenue, Room 203
Cheyenne, WY 82001

Gentlemen,

This will confirm our discussion in Omaha, Nebraska on July 24, 2007, regarding clarification of the application process used to fill 3rd District road assignments with respect to accepting and adding demoted Engineers to the working list.

The parties concur that seniority will prevail and that demoted engineers will be added to the Engineers' working list in Engineer seniority order. By exception, those Engineers who have "self-demoted" themselves to Hostler positions in accordance with the controlling agreement (#32071305850) will be required to meet their 90-day obligation under said agreement, and therefore, must for the 90 day period remain in the yard as Hostlers.

EXAMPLE: A demoted Engineer submits an application on the quarterly bid for a 3rd district road assignment (e.g., pool, extra board, etc). Such applications will be kept on file in the usual manner with the Local Chairmen. The senior applicant on file will be assigned to the position. Should no applications be on file, the assignment will be filled and assigned in the usual and customary manner.

It is understood that the BLET and UTU(e) local chairmen commit to work together to ensure the above process is handled in accordance with these precepts. Issues that cannot be resolved between the local chairmen will be promptly discussed between the General Chairmen and the Director Labor Relations.

If the above meets with your concurrence please indicate where provided below.

Yours truly,

Handwritten signature of Alan L. Weed in black ink.

Alan L. Weed
Director Labor Relations
Arbitration & Negotiation

I concur,

Handwritten signature of D.L. Hazlett in black ink.

D.L. Hazlett
General Chairman, UTU

Handwritten signature of M.A. Young in black ink.

M.A. Young
General Chairman, BLET