

Memorandum of Agreement
between the
Union Pacific Railroad
and It's Employee's Represented by the
United Transportation Union (UP - Western Lines)

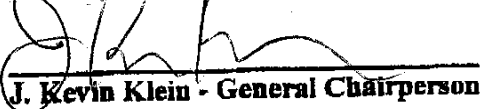
In order to better utilize manpower and to expedite the filling of permanent vacancies in the Roseville Hub, It is Agreed:

Train and Yard Service employees working regular assignments or holding extra board positions at the Klamath Falls; Oregon; Dunsmuir; Oroville; Roseville; Portola; Sparks; Winnemucca; Stockton; Martinez; Oakland; San Jose; Fresno; Bakersfield; and San Luis Obispo sources of supply, will be permitted to use the application process to move from yard to road assignments, or from road to yard assignments, subject to the following conditions:

- a) An employee who voluntarily transfers from yard to road service, or from road service to yard service must, seniority permitting, remain in the service to which transferred for not less than 60 days.
- b) Employees may directly move from a road assignment to a yard assignment via the application process, without first going to the protecting yard extra board.
- c) Employees may directly move from a yard assignment to a road assignment via the application process, without first going to the protecting road extra board.
- d) This Agreement applies at the points listed below and covers all assignments protected by these sources of supply:
 - 1) Bakersfield
 - 2) Dunsmuir
 - 3) Fresno
 - 4) Klamath Falls
 - 5) Martinez
 - 6) Oakland
 - 7) Oroville
 - 8) Portola
 - 9) Roseville
 - 10) San Luis Obispo
 - 11) Sparks
 - 12) Stockton
 - 13) San Jose
 - 14) Winnemucca

This Agreement becomes effective January 1, 2001. It may be canceled by the serving of a 30 day written notice by one party upon the other.

FOR THE UTU:


J. Kevin Klein - General Chairperson

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FOR THE UNION PACIFIC RAILROAD:


A. C. Hallberg - Director, Labor Relations