

AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

AND

Its Employees Represented by the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

Union Pacific Railroad Company (UPRR) and the Brotherhood of Maintenance of Way Employees Division – International Brotherhood of Teamsters (BMWED), in recognition that the employees' and the public's safety is better served through maintenance of way employees' abstention from the use of alcohol and illegal drugs while on duty or subject to duty, agree as follows:

1. BMWED Officers/Representatives will participate in the implementation of this Agreement and education of the employees and will encourage employees to participate.
2. Effective March 1, 2009, the BMWED will become a full participant in Operation RedBlock, a program to assist employees by providing awareness, education and treatment options for drug and alcohol abuse.
 - a) No less than 90 days prior to the effective date of this agreement, UPRR and BMWED will jointly participate in efforts to educate employees of the provisions of this agreement.
 - b) UPRR will solicit volunteers among BMWED-represented employees for Operation RedBlock volunteer training and will provide the opportunity for Operation RedBlock training to BMWED members who participate in Operation RedBlock. Training will be provided by UPRR with no loss of regular assigned pay for participants, and actual reasonable necessary expenses during such training will be reimbursed by UPRR.
 - c) In the event UPRR has a vacancy for a full-time Operation RedBlock System Coordinator position, BMWED-represented employees will be given consideration for such position.

- d) The work performed by RedBlock volunteers will not be considered scope covered work and is not subject to seniority boundaries.
3. Effective with the signing of this agreement, full-time active Maintenance of Way Employees who voluntarily enter UPRR's Employee Assistance Program and are recommended for treatment for drug or alcohol abuse will be eligible to receive a lump sum payment to enhance supplemental sickness benefits to the equivalent of eighty-five percent (85%) of the straight time rate of pay for their regularly assigned positions while undergoing treatment, subject to the following conditions:
- a) The employee must voluntarily enroll in UPRR's Employee Assistance Program. Employees who have been notified of a random, probable cause or reasonable suspicion test or who have been identified as possibly being under the influence of a prohibited substance are not eligible to participate in the enhanced benefit program.
 - b) Only time spent on a medical leave of absence approved by an EAP counselor is covered by the enhanced benefit program. Treatment in programs not approved by a Carrier EAP counselor does not qualify an employee for the enhanced benefit program. The EAP counselor's determination of all treatment conditions, including length of leave of absence, is not subject to review.
 - c) Employees meeting the eligibility requirements contained herein will be required to use at least one-half of any remaining vacation before receiving benefits of the enhanced benefit program.
 - d) If, after exhausting all vacation, the employee, as provided in (c) above, is still on medical leave of absence approved by the EAP counselor, the employee will accrue enhanced supplemental sickness benefits equivalent to 85% of his or her normal daily straight time rate of pay, less any benefits for which the employee is eligible under the Railroad Unemployment Insurance Act (RUIA) and any Supplemental Sickness Benefit Plan. The employee will be responsible for making timely claim for RUIA and Supplemental Sickness benefits, and if such benefits are reduced due to the employee failing to make timely and proper claim, the enhanced supplemental sickness payment will be reduced by the amount of such benefits the employee would have received had proper application been made.

- e) The enhanced supplemental sickness payment will be accrued on work days the employee would otherwise have worked as long as the employee is on a medical leave of absence approved by the EAP counselor for a period of up to ninety (90) calendar days from the date the EAP approved leave of absence begins, and such days will be considered as days of compensated service for vacation qualification purposes. If the employee fails to follow the course of treatment as recommended by the EAP counselor, the employee will forfeit all accrued payment. The enhanced supplemental sickness payment will be paid upon the employee's satisfactory completion of the program and return to work.
 - f) An employee who is required to miss work due to in-patient or out-patient treatment and who is not eligible for RUIA and/or standard Supplemental Sickness benefits will receive compensation for such missed work days at 85% of his or her normal daily rate of pay, provided the EAP counselor has approved such treatment on the days missed. Days of work missed due to EAP approved treatment, up to 90 in a calendar year, will be considered as days of service for vacation qualification purposes.
 - g) Employees are eligible for the enhanced supplemental sickness payment benefit only once. Employees who have been enrolled in EAP on other than a voluntary basis or who have tested positive for drugs and/or alcohol under any testing arrangement are not eligible for such benefits.
4. Effective January 1, 2009 a Program Review Committee will be established.
- a) The Committee shall be composed of two individuals selected by UPRR and two individuals selected by BMWED. The Committee will meet on a semiannual basis. The Committee will not have authority to overturn any determination, pertaining to the employees course of treatment, made by the EAP Counselor.
 - b) The Committee shall have initial jurisdiction to resolve any disputes regarding the application or interpretation of this Agreement. The Committee members will cooperate to develop facts necessary to apply or interpret the agreement as it pertains to any particular employee, provided that confidential or proprietary information will not be disclosed without the consent of the affected party. Any

dispute regarding this Agreement that is not resolved by the Committee will be resolved pursuant to the dispute resolution provisions of Section 3 of the Railway Labor Act.

5. Updated Bypass and Companion Agreements are attached hereto as Attachment A.
6. Should any provision of this Agreement conflict with or be superseded by Federal law or regulation, the parties will meet promptly to amend the Agreement to place it in compliance with said Federal law or regulation.
7. This Agreement may be cancelled by the Vice President or President of BMWED or by the Carrier's AVP or Vice President Labor Relations by providing six (6) months' advance written notice of its desire to do so. Prior to either party serving such notice, however, the party desiring to cancel the agreement shall identify the reason for such desire, and the parties will meet promptly to attempt in good faith to resolve the identified issues.

The above has been a joint effort to resolve issues that are of serious concern to both parties. In view of our discussions, it was agreed that this Agreement is made on a not to be cited basis and without prejudice to the positions of either party. No reference to this Agreement shall be made in the context of negotiations national or local to which this Carrier or any other Carrier may be a party.

Signed this 3rd day of December, 2008.

FOR THE BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES


GENERAL CHAIRMAN


GENERAL CHAIRMAN


GENERAL CHAIRMAN


GENERAL CHAIRMAN

FOR THE UNION
RAILROAD COMPANY


GENERAL DIRECTOR
LABOR RELATIONS

Jeffrey J. Trench
GENERAL CHAIRMAN

W. Francis
GENERAL CHAIRMAN

Louis R. Bell
GENERAL CHAIRMAN

Larry L. Foster
GENERAL CHAIRMAN

APPROVED:

David D. Tamm
VICE PRESIDENT BMWED

R. D. Amisley
VICE PRESIDENT BMWED

AGREEMENT

Attachment A

Between
UNION PACIFIC RAILROAD COMPANY
And
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

BY-PASS AGREEMENT

In a joint effort to provide a safe working environment and as an alternative method of administering Union Pacific Rule 1.5 – Drugs and Alcohol,

IT IS AGREED:

1. If any BMWED employee believes that another such employee may be under the influence of drugs or alcohol, such employee may immediately contact a Carrier officer. If the Carrier officer(s), upon investigation, determines there is an apparent violation of Rule 1.5, the employee shall be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished to a safe location and the terms of this Agreement will be reviewed with the employee involved. If employees are assigned to on-line position the Carrier will provide the employee a meal allowance and lodging allowance pursuant to their applicable collective bargaining agreement for up to five additional days as long as the employee incurs the expense. This provision applies only to employees removed from service under the conditions of this Agreement.

2. An employee who has been relieved from duty under paragraph "1" above may contact a Company Employee Assistance Program Counselor within five (5) days of the removal from service. If, within the five (5) day period, the employee contacts the Employee Assistance Program Counselor and agrees to meet with the counselor, the employee will be paid for the full shift on the day the employee was removed from service.

3. If the employee does comply with the requirements set forth in paragraph "2," above, and the Employee Assistance Program Counselor determines that the employee is not in need of counseling, the employee shall be returned to service. In such event, there shall be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph "2."

4. If the employee does comply with the requirements set forth in paragraph "2" above and the Employee Assistance Program Counselor determines that the employee is in need of counseling, and the employee accepts counseling, the employee shall, subject to a favorable recommendation from the Employee Assistance Program Counselor, be immediately returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph "2."

5. If the employee does not comply with the requirements set forth in paragraph "2" or does not accept counseling as provided in paragraph "4," the employee will remain suspended

from service pending a hearing which must be held within sixty (60) calendar days from date removed from service under paragraph "1." At a reasonable time prior to the hearing, the employee shall be apprised of the precise charge. Thereafter, the provisions of the applicable Schedule Agreement discipline rule shall apply. However, during the period of suspension and prior to the hearing, the employee shall not forfeit the benefits of this Agreement if the employee contacts the Employee Assistance Counselor and accepts counseling.

If a formal investigation is held, the employee(s) who originated the action as provided in paragraph "1" will not be called as Company witnesses.

6. This Agreement shall apply one time only to each employee covered by this Agreement. Thereafter, all regular rules and agreements shall apply.

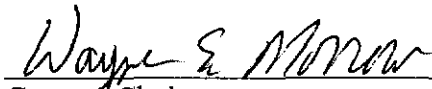
7. This Agreement is applicable to employees covered by the Collective Bargaining Agreement between the Union Pacific Railroad Company and the Brotherhood of Maintenance of Way Employees (UP, SPWL, C&NW and MP) as amended.

8. This Agreement is effective March 1, 2009, and may be terminated by either party upon service of five (5) days' written notice upon the other party.

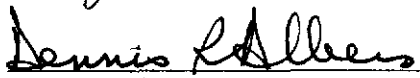
Signed this 3rd day of December 2008.


FOR BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES:

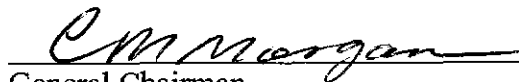
FOR THE UNION PACIFIC
RAILROAD COMPANY:



General Chairman



General Director Labor Relations

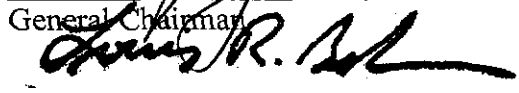

General Chairman


General Chairman


General Chairman


General Chairman


General Chairman


General Chairman

Larry L. Foster
General Chairman

Approved:

David D. [Signature]
Vice President - BMWED

R.D. [Signature]
Vice President - BMWED

A G R E E M E N T

Between

UNION PACIFIC RAILROAD COMPANY

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION

PREVENTION PROGRAM COMPANION AGREEMENT

The Carrier and the Brotherhood of Maintenance of Way Employes Division, jointly recognizing that safety is the paramount concern and, further, that an alcohol and drug free environment is an essential element in maintaining a safe workplace, agree to the following to ensure the utmost compliance with Union Pacific Rule 1.5 – Drugs and Alcohol.

1. An employee who has been dismissed from service as a result of violating Rule 1.5 may elect to participate in the Drug and Alcohol Rehabilitation/Education Program (“Program”), provided:

- (a) The employee has not had a drug or alcohol (Rule 1.5) offense on his or her record for at least ten (10) years; and,
- (b) The employee has not participated in the Program for at least ten (10) years; and,
- (c) The incident giving rise to the dismissal did not involve significant rule violations other than Rule 1.5.

2. Participation in the Program shall continue for a period of twelve (12) months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Counselor.

3. A letter, notifying the employee of the availability of the Program and containing a request form to be completed by the employee, shall be attached to the Notice of Dismissal.

4. The employee may elect to participate in the Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within ten (10) days of receipt of the Notice.

5. The employee must contact the Employee Assistance Counselor within three (3) days of electing to participate in the Program.

6. After being contacted, the Employee Assistance Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.

7. If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employee must follow the course of treatment established by the counselor during the remainder of the Program.

8. If the evaluation indicates that the employee may not safely be returned to service, he or she shall continue in the status of a dismissed employee until subsequent evaluation(s) indicates that it is safe to return the employee to service on a probationary basis. The employee must follow the course of treatment established by the counselor while out of service and after return to service during the remainder of the Program.

9. If, at any time during the twelve (12) month period referred to in paragraph "2" above, the employee fails to follow the course of treatment established by the counselor, the Carrier shall remove the employee from the Program. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.

10. An employee may withdraw from the Program at any time by notifying, in writing, the counselor and the Carrier Officer who signed the Notice of Dismissal. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employee from service and the employee shall revert to the status of a dismissed employee.

11. If the employee successfully completes the Program, a notation to that effect shall be placed on the employee's Personal Record and the employee's probationary status shall terminate and all seniority and other rights shall be restored.

12. Employees who elect to participate in the Companion Agreement are subject to the follow-up testing program as outlined in the Carrier FRA approved Drug and Alcohol Policy (currently 36 months).

13. No claims shall be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participation in the Program.

14. This Agreement is applicable to employees covered by the Collective Bargaining Agreement between the Union Pacific Railroad Company and Brotherhood of Maintenance of Way Employees (UP, SPWL, C&NW and MP) as amended.

15. This Agreement is effective March 1, 2009 and may be terminated by either party upon service of five (5) days' written notice upon the other party.

Signed this 3rd day of December 2008.

FOR BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES:

Wayne E. Moran
General Chairman

Denise K. Albert
General Chairman

Z. D. Riley
General Chairman

C. M. Morgan
General Chairman

Jeffrey J. Smith
General Chairman

M. Francis
General Chairman

Louis R. Sch
General Chairman

Larry L. Foster
General Chairman

Approved:

David D. Tamm
Vice President - BMWED

R. D. Ainsley
Vice President - BMWED

FOR THE UNION PACIFIC
RAILROAD COMPANY:

W. E. Taro
General Director/Labor Relations

Wayne E. Naro
General Director



December 3, 2008

File: 190-40

Cc: 190-45

Mr. Wayne E. Morrow
General Chairman BMWED
PO Box 850
100 East Sage Street
Lyman, WY 82937

Mr. C.M. Morgan
General Chairman BMWED
3009 W. Colorado Ave #C-1
Colorado Springs, CO 80904

Mr. Louis Below
General Chairman BMWED
510 8th Street
Sacramento, CA 95814-1206

Mr. Dennis R. Albers
General Chairman BMWED
PO Box 2767
Longview, TX 75606

Mr. Larry L. Foster
General Chairman BMWED
1845 11000 Road
Oswego, KS 67356

Mr. L. Dean Riley
General Chairman BMWED
3626 Hotze Road
Salem, IL 62881

Mr. Hayward J. Granier
General Chairman BMWED
1011 Paris Road Suite 333
Mayfield, KY 42066

Mr. Jeffrey T. Finch
General Chairman BMWED
514 E. Main Street
Humble, TX 77338

Dear Sir:

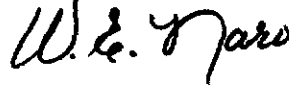
This letter is in reference to the Agreement signed on December 3, 2008 regarding the commitment of the BMWED to participate in and promote Operation RedBlock and the Carrier's commitment to provide defined enhanced supplemental sickness payments to BMWED-represented employees who in specified circumstances voluntarily seek treatment for drug and/or alcohol problems.

During our discussions, it was agreed that, in exchange for the Carrier's commitments regarding enhanced payments, BMWED will not oppose in any forum the Carrier's right to conduct random drug and/or alcohol testing of BMWED members. Employees currently subject to random drug and alcohol testing will remain in a separate random testing pool and, as soon as necessary programming is completed, such employees will not be carried in multiple testing pools. Testing will be performed in accordance with procedures prescribed by Federal Railroad Administration regulations.

It was further agreed that if the Carrier's right to conduct such testing is challenged by BMWED, by its members, or by anyone acting or purporting to act on behalf of BMWED or a BMWED member, or if the Carrier's right to conduct such testing is otherwise restricted, the Carrier may immediately terminate the enhanced payment provisions of the December 3, 2008 agreement with respect to any BMWED-represented employee who is not then on EAP-approved medical leave of absence.


If the foregoing accurately sets forth our understanding, please indicate your concurrence in the space provided below.

Yours truly,



AGREED:

FOR THE BROTHERHOOD OF MAINTENANCE
WAY EMPLOYES


GENERAL CHAIRMAN
GENERAL CHAIRMAN
GENERAL CHAIRMAN
GENERAL CHAIRMAN
GENERAL CHAIRMAN
GENERAL CHAIRMAN
GENERAL CHAIRMAN
GENERAL CHAIRMAN

APPROVED:


VICE PRESIDENT BMWED
VICE PRESIDENT BMWED

Wayne E. Naro
General Director



December 3, 2008

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General Chairman BMWED
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Mr. Hayward J. Granier
General Chairman BMWED
1011 Paris Road Suite 333
Mayfield, KY 42066

Mr. Jeffrey T. Finch
General Chairman BMWED
514 E. Main Street
Humble, TX 77338

Dear Sir:

This letter is to confirm discussions in connection with the commitment of the BMWED to participate in and promote Operation RedBlock and the Carrier's commitment to provide defined enhanced supplemental sickness benefits to BMWED-represented employees who in specified circumstances voluntarily seek treatment for drug and/or alcohol problems.

During the discussions, the Organization raised concerns regarding health and welfare contribution obligations for employees who participate in the enhanced benefit program. As you were advised, such employees will be treated for purposes of health and welfare contributions on a similar basis as other employees you represent that are on a medical leave of absence. For example, on May 15, 2009 an employee who had earned compensation during the first half of May enters into the Employee Assistance Program, the employee would not be required to pay employee contributions for the months of June and July 2009 if on approved leave of absence as provided herein.

Yours truly,
W. E. Naro

Wayne E. Naro
General Director



December 3, 2008

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General Chairman BMWED
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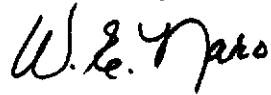
Dear Sir:

This letter is to confirm discussions in connection with the commitment of the BMWED to participate in and promote Operation RedBlock and the Carrier's commitment to provide defined equivalent compensation to BMWED-represented employees who in specified circumstances voluntarily seek treatment for drug and/or alcohol problems.

During the discussions, the Organization raised concerns regarding the testing of contractors who might work on Carrier property. As advised during discussions, the Carrier shares the Organization's concerns regarding the use of drugs or alcohol by contractors as well as employees. To address that concern, the Carrier plans to implement a policy that any contract entered into or renewed beginning January 1, 2009, involving contractors who will work with BMWED-represented employees, will contain requirements that, to the extent permitted by law, the contractor will have in place random drug and alcohol testing for its employees. Such contracts will also stipulate, to the extent permitted by law, that when contractor employees are performing work on Company property, they are subject to reasonable cause and reasonable suspicion drug and/or alcohol testing by the contractor.

With respect to contracts currently in place, the Carrier will encourage contractors working with BMWED-represented employees to voluntarily implement similar testing procedures for their employees.

Yours truly,

A handwritten signature in black ink, appearing to read "W. E. T. pro". The signature is written in a cursive style with a large initial "W" and a stylized "E".