

AGREEMENT
between
UNION PACIFIC RAILROAD
and the
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

Union Pacific Railroad (UP) and the Brotherhood of Maintenance of Way Employes Division/IBT (BMWED), desire to establish Total Safety Culture Coordinator (Coordinator) positions to help facilitate a system wide Total Safety Culture (TSC) program for UP and its employees.

SECTION 1 - PROGRAM

- A. Affected Employees.** The provisions of this program will be implemented on the territories coming within the jurisdiction of the collective bargaining agreements (CBA) dated July 1, 2000 (MP), July 1, 2001 (UP), November 1, 2001 (CNW), and December 31, 2003 (SPWL).
- B. Purpose.** The Coordinator's role is to support and develop TSC across the system by providing direction and support for facilitators and I-Teams in their designated area. The positions may also be asked to participate in other advisory committees within TSC.

SECTION 2- ESTABLISHMENT OF POSITIONS

- A. Positions.** UP may establish Maintenance of Way TSC Coordinator positions to promote TSC and provide direction for TSC facilitators and I-Teams across the system. UP will initially establish five (5) full time TSC Coordinator positions to be assigned to each of the following areas; Northern Region, Southern Region, Western Region, Program Rail/Ties, and Bridge Construction. The Carrier may add additional positions thereafter, which will be appointed pursuant to paragraph B of this section, after notification to the Organization's General Chairmen.
- B. Selection of Qualified Coordinators.** All positions will be advertised to all BMWED employees who hold seniority on each position's primary assigned territory. Labor and Management will each designate two representatives to serve on a joint Selection Committee. This committee will review the list of candidates and will jointly make appointments based upon qualifications.

If the Selection Committee is not able to agree on a majority consensus on the appointment to a position, the Vice President of Engineering will cast the tie breaking vote. Once appointed to a position, incumbents will not be subject to displacement from any other employee.

- C. Term of Positions.** Each position will expire 12 months from the date of assignment unless extended through mutual agreement by the Selection Committee. At expiration of their term, the incumbent's position will be abolished in accordance with their respective CBA and displacement rights will flow from the applicable rule(s). Nothing in this agreement requires the Carrier to maintain any position and they may be discontinued at any time.

Should either Labor or Management desire to remove an employee from a Coordinator position before the expiration of his/her term, the matter will be discussed and decided by majority vote of the Selection Committee. If a majority consensus cannot be reached, the Coordinator will be removed from the position and if it is to be filled, the Carrier will follow the procedures set for the in Section 2(B). An employee who is removed from a position will be allowed to exercise their seniority in accordance with their agreement.

- D. Rate of Pay and Expenses.** Each Coordinator will be paid at the rate of \$25.02 per hour which will cover all services rendered within a forty (40) hour work week with two consecutive rest days, which may not be the same rest days each week. Incumbents may also work an alternative work period arrangement as outlined in their respective collective bargaining agreements. Overtime provisions of the CBA will apply to all services rendered in excess of a forty (40) hour work week or outside of the regularly assigned consecutive workdays or compressed work period.

Coordinators will be headquartered at the UP station nearest to their place of residence. When held away from headquarters, they will be reimbursed for any actual and necessary expenses incurred.

Except as expressly stated herein Coordinators will be governed in all other respects by their applicable CBA.

- E. Duties and Responsibilities of Total Safety Culture Coordinators.**
The work performed by assigned employees will not be considered Scope covered under any CBA. The work may be performed by any class or craft of employees and assignees will not be confined to any specific seniority territory within or outside of their respective CBA. Such work cannot be used as a basis for claim by or on behalf of any employee.
- F. Feb 7th Agreement.** If an employee is assigned as a Coordinator and receives a lower rate of pay as a result of their selection, their protected rate will not be adjusted. The employee however will not be entitled to a differential allowance as a result of this move.

SECTION 3 – DISCLAIMER AND NON-WAIVER

This TSC Agreement does not constitute a waiver by the BMWED, its various Divisions, or their respective members, of their rights and privileges under and/or arising from any provisions of law or regulations, federal or state, including but not limited to §103(g) of the Rail Safety Improvement Act of 2008 or 49 U.S.C. §20109. The BMWED, its various Divisions, and their respective members affirmatively disclaim any intended or unintended effect of this TSC Agreement on their federal and state rights, as defined above, the UPRR is estopped from taking any such claim to the contrary, and their consent to this Agreement will be withdrawn as a matter of law and this Agreement shall be considered void if there is any conflict between the TSC and those federal and state right enunciated above. Nothing in this Agreement prohibits UP from referring to the TSC program as a part of UP's, as yet incomplete RSIA section 103 (g) (1), safety risk reduction program or in connection with any proceedings under 49 U.S.C. §20109.

SECTION 4 – CANCELLATION CLAUSE

Either party may serve a sixty day cancellation notice on the other party to terminate this agreement. The parties will meet to discuss the concerns of the cancelling party during the notice period to see if mutual resolution can be achieved.

This agreement is without prejudice to the position of either party and will not be referred to in any other forum except in its direct application.

SECTION 5 – EFFECTIVE DATE


This agreement will become effective on the 1st day of July, 2010.

Signed in Omaha Nebraska, this 15th day of June, 2010.

FOR THE BMWED:


General Chairman, BMWED


General Chairman, BMWED



General Chairman, BMWED


General Chairman, BMWED



General Chairman, BMWED



General Chairman, BMWED

FOR THE CARRIER:


General Director Labor Relations


Director Labor Relations


Vice President, BMWED


Vice President, BMWED

Dominic Ring
General Director Labor Relations



June 15, 2010

Mr. W. E. Morrow
General Chairman BMWWE
P.O. Box 850
Lyman, WY 82937

Dear Mr. Morrow

This is in reference to the Agreement between the Union Pacific Railroad (UP) and the Brotherhood of Maintenance Way Employees Division/IBT (BMWED) effective July 1, 2010 establishing Total Safety Culture Coordinator (Coordinator) positions to help facilitate a system wide Total Safety Culture (TSC) program for UP and its employees.

You indicated your Committee has a concern that this agreement will impact the pilot program which encourages employees to report rule violations and personal injuries. This letter is to address those concerns and confirm these two agreements address two separate issues. The TSC Coordinator position does not impact the Safety Coach positions established by the Agreement effective June 1, 2009.

Sincerely,

A handwritten signature in black ink, appearing to read "D.A. Ring".

D. A. Ring
General Director Labor Relations

Cc: Bill Roe
Bobby Odom