

AGREEMENT

between

UNION PACIFIC RAILROAD

and the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION/IBT

Union Pacific Railroad (UP) and the Brotherhood of Maintenance of Way Employes Division/IBT (BMWED) through the Unified System Division, Allied Federation, Chicago & Eastern Illinois System Division, Illinois Central Gulf Federation and Southwestern Federation hereby establish this Agreement which encourages employees to report rule violations, accidents, close calls and personal injuries. The parties have entered into the following agreement which applies system-wide as follows:

SECTION 1- SAFETY COACHES

A. Establishing Safety Coaches.

UP will establish Safety Coach positions to promote safety awareness and safe work practices. Every six (6) months the parties will meet to evaluate the program, consider realignment of territories and adjust as necessary.

It is understood that Safety Coaches may cover more than one seniority district and interact with employees coming under multiple collective bargaining agreements. A Safety Coach's initial appointment will extend for three (3) years. Thereafter, the term of a Safety Coach may be extended only upon the agreement of the BMWED Western Region Vice President (VP) and the BMWED Southwest Region Vice President (VP) and the Engineering Department Director of Safety, or their designees. Upon completion of the term, as outlined above, or if a Safety Coach elects to relinquish his position before the end of his/her term, the Safety Coach will be allowed to return to the position previously held or to exercise seniority to any bulletined position that has been filled during the term of their appointment.

B. Chain Of Command And Training Of Safety Coaches.

Safety Coaches will report directly to and take instructions from the Engineering Department Director of Safety. UP will be responsible for the education and training of Safety Coaches in safety-related matters and specifically those areas where the Safety Coach will train others. Safety Coaches and BMWED system officers and their designees will receive related Labor Management Training (LMT) to effectively fulfill the requirements of Section 4(D) of this agreement. Safety Coaches must be willing to receive and complete all training necessary to successfully fulfill their duties.

C. Rate Of Pay And Expenses.

Each Safety Coach will be paid at the rate of \$4336.75 per month 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. Overtime provisions of the Collective Bargaining Agreement will apply to all services rendered in excess of a forty (40) hour

work week. The rate of each Safety Coach will be increased by the same percentage increase in general wage increases applicable to the collective bargaining agreement where the Safety Coach has seniority rights. Safety Coaches 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 Safety Coaches will be covered in all other respects by their applicable Collective Bargaining Agreement.

If an employee is assigned as a Safety Coach and receives a lower rate of pay as a result, his or her protected rate will not be adjusted. However, the employee will not be entitled to any protective benefits as a result of this move.

D. Selection Of Qualified Safety Coaches.

UP will bulletin all Safety Coach positions through the Bulletin and Assignment process to the seniority divisions encompassed within the territory to be assigned to the Safety Coach. All Safety Coach applications received by UP will be forwarded to the BMWED Western Region VP and the BMWED Southwest Region VP along with each applicant's work history, seniority dates, prior safety record and record of previous training and rules examination, any safety awards received, and discipline record. After consultation with the Director of Safety, the BMWED VP's will make the appointments of Safety Coaches. The Engineering Department Director of Safety will arrange for the assignments to be made.

E. Removal Of Safety Coaches.

Should either BMWED or UP desire to remove an employee from the Safety Coach position before the expiration of his/her term, the matter will be discussed by the Engineering Department Director of Safety and the appropriate BMWED VP. If the matter cannot be resolved, the Safety Coach will be removed and replaced using the procedures set forth in Section 1(A) and (D) above.

F. Limits On Activities Of Safety Coaches.

Safety Coaches will not attend any disciplinary proceeding or give any statement associated with any disciplinary procedure involving any other employee.

G. Duties And Responsibilities Of Safety Coaches.

The following is an outline of duties and responsibilities of the Safety Coaches. This outline is neither all inclusive nor does it limit the opportunity for Safety Coaches to work toward a safer work environment for maintenance of way employees.

1. Participate in safety awareness and training classes for engineering employees.
2. Conduct job site visits and perform safety observations of work operations of BMWED-represented personnel. Recommend or initiate appropriate corrective actions where necessary, exclusive of disciplinary action; e.g. coaching and counseling, training, removal of hazard. Any serious issues that cannot be resolved by the Safety Coach will be brought to the attention of management and the BMWED VP, as appropriate.

3. Serve as a liaison between BMWED-represented employees and management. Listen to and convey safety concerns of the employees to management. Attempt to resolve questions or concerns on safety related matters, and provide advice regarding improving safety performance, where appropriate.
4. Identify and recommend safety training where appropriate. Participate in the development of training programs.
5. Maintain current knowledge of and communicate current safety rules, orders, and other rule changes to all applicable employees.
6. Participate in LMT-related analysis involving BMWED personnel when available.
7. Work to build trust between BMWED members, the Safety Coach and management.
8. Attend local Total Safety Culture review meetings and safety meetings.
9. Participate in New Hire Orientation classes to explain the importance of Safety, PPE and explaining the FRA good faith challenge procedures.
10. Attend yearly start up meetings and town hall meetings as appropriate.

H. Protections.

UP will indemnify and defend those Safety Coaches who are named in any lawsuit claimed to be arising from their employment as Safety Coaches. UP's duties extend to the Safety Coaches regardless of whether arising in law or equity, court, arbitration, or otherwise. UP's duty is coextensive with its duty to defend and indemnify its management employees.

SECTION 2 - TRAINING OF EMPLOYEES

Proper training is essential to maintaining a safe work place. UP and BMWED will continue to explore areas of training which may be beneficial to the maintenance of way craft. An Advisory Committee will be established for the purpose of effectuating this ongoing exploration of training and safety initiatives that will enhance the work environment for maintenance of way craft employees. The committee will consist of the Vice President Engineering, Assistant Chief Engineer Workforce Optimization, Engineering Department Director of Safety, BMWED President, BMWED Director of Safety, and BMWED Western and Southwest Region Vice Presidents.

All employees will receive training in accordance with their job responsibilities. UP will ensure that all training required by applicable law or company policy is available and provided to appropriate employees. All employees are empowered to work safely and challenge, in good faith, whether to perform an act which they feel may not be safe.

Employees will be permitted to request training in any area associated with their specific job in which training is available. Employees will make their request in writing to their immediate supervisor with copy to the Safety Coach. The Manager will arrange for the training as soon as reasonably possible. If the training is denied or delayed an

unreasonable amount of time, the matter will be referred by the Safety Coach to the Engineering Department Director of Safety and appropriate BMWED VP.

SECTION 3 - REPORTING OF INJURIES

All injuries occurring on-duty or on company property must be reported. Injured employees will not be required to fill out any reports before receiving medical treatment, if required or sought.

SECTION 4 - SAFETY ANALYSIS PROCESS (SAP)

A. The Goals Of SAP.

The objective of SAP is the identification and elimination of factors that lead directly to safety-related rule violations. This process is divided into four key areas:

1. Analysis of factors found to be involved in the event.
2. Developing and implementing a Corrective Action Plan (CAP) that eliminates or reduces the chance for occurrence of future similar incidents.
3. Providing scheduled follow-up to ensure the CAP is working as expected.
4. Creating, collecting, and analyzing data for proper statistical evaluation of CAPs.

B. Availability Of SAP To Employees.

Any BMWED-represented employee, who is or may be charged with a safety-related rule violation (Level 3 and above) is eligible for SAP as an alternative to discipline except as noted in Section 4 C, below. Level 1 and Level 2 incidents will not be considered discipline and are not subject to this agreement. Such request must be received prior to the start of any collective bargaining agreement (CBA) disciplinary investigation related to the qualifying event. The information collected will not be used in any CBA disciplinary hearings associated with the event or in any future formal disciplinary hearings under the Collective Bargaining Agreement.

C. Unavailability Of SAP To Employees.

SAP will not be available under the following circumstances:

1. When a potential violation of UP's Drug and Alcohol policy occurs.
2. When the employee intentionally and knowingly violates a safety rule, without attempting to mitigate the probable consequences, which could be severe. Examples of an intentional and knowing violation of a safety rule include failure to wear a seat belt, failure to complete a fire risk assessment before beginning hot work and violation of UP's cell phone policy. All other events will be determined by the Vice President Engineering or UP Regional Vice Presidents on a case by case basis using the standards contained within this subsection.
3. In all cases, if an employee has a qualifying event and does not apply for SAP and elects discipline or enters the SAP process and subsequently elects not to

fully participate in the SAP process, the employee will not be eligible for SAP for any subsequent event for a period of seven (7) years from the date of the event.

4. When an employee commits a violation of the same rule more than once in any twelve (12) month period or utilizes the SAP process more than twice in any seven (7) year period unless the appropriate BMWED VP and Vice President Engineering agree to waive this provision.

UP will provide notice to the employees involved and their General Chairmen using the standard form developed by the parties. If, after a SAP process has been commenced, it is determined that the employee(s) involved were under the influence of drugs or alcohol, the SAP process will be terminated and the employee(s) will revert to the normal discipline process.

D. SAP Procedures.

When SAP is utilized the following process will apply:

Step One: Effect on Normal Disciplinary Processes.

Nothing in this Agreement will be construed to change current UP practice of how it aggregates information concerning the facts of accidents, incidents, injuries or rule violations as a predicate for possible disciplinary proceedings.

Step Two: Request for SAP.

- (a) After UP notifies the affected employee(s) of a possible disciplinary charge(s) and the availability of SAP, an employee(s) may request SAP treatment.
- (b) Employee requests for SAP treatment are subject to determination of eligibility as outlined in paragraph C above.
- (c) If eligible for SAP, the disciplinary hearing scheduled in connection with the rule violation will be cancelled.
- (d) Those involved will fully participate in the SAP process.
- (e) The SAP process will not be counted as discipline.

Step Three: Assembly of a Labor/Management Team.

Unless agreed by the Engineering Department Director of Safety and the appropriate BMWED VP, a LMT will be established when an event involves an accident or injury. Otherwise the Director of Safety will determine whether a LMT will be established. The applicable VP BMWED may request a conference with the Director of Safety if he disagrees.

If a LMT is not required, the employees involved will receive a CAP for remediation as determined by the Director of the work group involved, which may include training associated with the event. Any documentation required for this CAP will be determined by the Engineering Department Director of Safety.

If a LMT is required, it will consist of a Safety Coach or an employee selected by a appropriate BMWED VP who has been trained in accordance with the provisions of this

agreement and a management representative. The nearest available Safety Coach will participate in the LMT-related analysis of all rule violations, accidents and injuries involving BMWED represented employees. In the unlikely event that a Safety Coach is not available, the appropriate BMWED VP will designate an employee to participate in the analysis.

The LMT will meet with the involved employees as soon as possible after the alleged incident and gather information concerning the rule violation(s). Any BMWED-represented employee may be required to participate in this process. Upon the request of the LMT Safety Coach or UP management representative, UP will arrange for the incident to be re-enacted, but only in those instances where the VP Engineering determines that re-enactment would be likely to aid in the analysis of the violation.

If problems arise during any LMT analysis, the applicable BMWED VP the Director of Safety will consult and make necessary recommendations to the team.

Step Four: Evaluation and Recommendations by the LMT.

The parties have developed a LMT-CAP Form and the LMT will use it in every SAP application. The purpose of the form is to reflect the LMT's findings and establish the basis of a CAP. The LMT-CAP Form will only be submitted to the person(s) responsible for statistical reporting. A CAP will be developed during the process using recommendations arising from the LMT's analysis. The LMT will use consensus to determine the most appropriate and effective CAP to reduce or eliminate the risk of future incidents. A CAP can include recommended changes to work processes, work environment, training, recommendations for rule or policy development or modification, hazard correction, environment modifications, counseling, sharing of the violation with others, enhancements to inspections or other actions designed to prevent similar incidents in the future. A CAP may also include disqualification from a position on terms determined by UP, up to and including permanent disqualification without the opportunity to re-qualify and thereafter with requalification only by agreement between UP and the employee's General Chairman.

If consensus cannot be reached, the matter will be referred to the appropriate General Chairman and Engineering Department Director of Safety.

Step Five: Follow UP Review.

The LMT will schedule a follow-up within 90 days of the CAP to gauge progress. The LMT-CAP form will be kept on file by the employee's General Chairman, the employee's immediate supervisor and the Engineering Department Director of Safety.

Step Six: Correction of Unsafe Practices.

The parties will consult and UP will correct unsafe practices that are found to contribute to such event.

SECTION 5- INTERACTION OF ALTERNATIVE HANDLING WITH CONTRACTUAL DISCIPLINE RULES

Except as modified in this Agreement, existing schedule agreements pertaining to disciplinary action remain in effect. Nothing in this agreement infringes on the entitlement or right of an employee to a formal investigation under the existing collective bargaining agreement. However, once the employee and General Chairman sign a waiver for SAP, he/she waives all rights to formal investigation and appeal and agrees to abide by the terms specified in the SAP.

SECTION 6 – CLOSE CALL INCIDENT REPORTING

UP, BMWED and all Safety Coaches will encourage the reporting of close calls. Close calls will be reported and analyzed utilizing the attached Joint Close-call Reporting System (Attachment A).

SECTION 7 - PROTECTION OF SAP RELATED WORK AND SUBSEQUENT REMEDIAL MEASURES TAKEN IN THE PUBLIC

The parties agree that all efforts undertaken after the employee executes the waiver of disciplinary procedures in favor of electing SAP (including but not limited to statements made, deliberations, discussions, documents created, recommendations, and monitoring, whether oral or written) constitute subsequent remedial measures as a result of self critical analysis which is protected by Federal Rule of Evidence 407. The parties further agree that any information that is developed through the SAP procedures should be considered inadmissible under Federal Rule of Evidence 403 because the dangers of unfair prejudice to the parties and confusion to a trier of fact substantially outweigh the probative value any such information may have. Therefore, and in order to support the social policy of encouraging people and companies to take steps in furtherance of added safety, the parties agree as follows:

1. No documents, observed events, or statements exclusively prepared for, conducted or spoken during or as a part of SAP activities under this agreement and so designated, will be offered for any purpose by any employee who participated in the SAP, or party, or their agents in any FELA matter.
2. All SAP-related information is confidential and is created for the sole purpose of reducing the rate of accidents and injuries. No person will use such SAP-related information in any litigation, including in any FELA case. The parties hereto agree that when they receive any demands, including discovery requests, for the SAP information they will communicate the demand to the other party, and the parties will jointly contest such demands by seeking enforcement of the court order approving the settlement herein, and in reliance on Federal Rules of Evidence 402, 403, 407, 601, and any other applicable rule or doctrines.
3. Any documents, observed events, or statements not exclusively prepared for, conducted, observed, or stated during and in the direct course of SAP

proceedings under this Agreement will be usable and admissible for any purpose to the same extent it would be usable in the complete absence of this Agreement. Nothing in this agreement will be construed to abridge these rights.

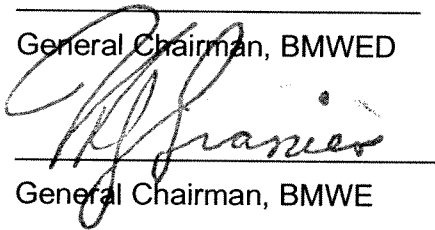
SECTION 8 – EFFECTIVE DATE

This agreement will become effective July 1, 2012 and supersedes the Agreement of May 27, 2009, as amended January 24, 2011, and will continue in effect until July 1, 2014, unless it's amended or cancelled pursuant to the procedures contained in Section 6 of the Railway Labor Act, as amended. After July 1, 2014, either party may serve a ninety (90) day written notice of intent to cancel this Agreement. Upon receipt of such notice, the parties will meet in good faith to discuss and potentially address the concerns of the canceling party.

FOR THE BMWED:



General Chairman, BMWED



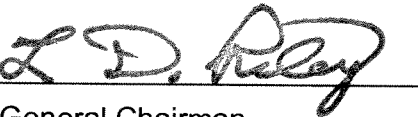
General Chairman, BMWED



General Chairman BMWED



General Chairman BMWED




General Chairman

APPROVED:



Vice President, BMWED

FOR THE CARRIER:



General Director Labor Relations



AVP Labor Relations



Vice President, BMWED