

## UNION SHOP AGREEMENT

This agreement made this 17<sup>th</sup> day of April, 1953 by and between the Union Pacific Railroad Company and employes thereof in the Motive Power and Machinery Department represented by the American Railway Supervisors Association, Incorporated, witnesseth:

IT IS AGREED:

### Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employes of this carrier now or hereafter subject to the Rules and Working Conditions Agreement between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreement, become members of the organization party to this agreement within sixty calendar days of the date they first perform compensated service as such employes after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual unless and until he is regularly assigned as a foreman and has established seniority as such under the rules of the currently effective Rules and Working Conditions Agreement. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreement.

### Section 2.

Employes who retain seniority under the Rules and Working Conditions Agreement and who are regularly assigned or transferred to employment not covered by such agreement, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employes return to service covered by the said Rules and Working Conditions Agreement, they shall, as a condition of their continued employment subject to such agreement, be required to become and remain members of the organization as provided in Section 1.

### Section 3.

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" in the same status at the same time in the same organizational unit.

## Section 4.

(a) Each employee covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until the carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used is attached to this agreement as Exhibit "A". Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given to the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advising thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the General Superintendent MP&M. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The

carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employe and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 4 (c) below. Any request for selection of a neutral person as provided in Section 4 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision by the General Superintendent MP&M, the organization or the employe involved requests such officer in writing by Registered Mail, Return Receipt Requested, that a neutral person be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the General Superintendent MP&M or his designated representative, the Chief Executive of the organization or his designated representative, and the employe involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employe, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employe is sustained, the fee, salary and expenses of the netural arbitrator shall be borne in equal shares by the carrier and the organization; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employe.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigations and discipline rules contained in the Rules and Working Conditions Agreement between the carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General

Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

#### Section 5.

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 4, or ninety calendar days from date of receipt of notice from the organization in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules but the employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization.

#### Section 6.

An employe whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 5 shall have no time or money claims by reason thereof.

If the final determination under Section 4 of this agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employes based upon the alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 5, or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provisions of this agreement. If the final determination under Section 4 of this agreement is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 7.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with an employe; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employes whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 8.

An employe whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employe relationship for vacation purposes.

Section 9.

This agreement shall become effective on the 30th day of April, 1953 and is in full and final settlement of notice served upon the carrier by The American Railway Supervisors Association, Incorporated February 14, 1951. This agreement may be terminated upon 30 days notice of cancellation served by either party signatory hereto upon the other.

Signed at Omaha, Nebraska this 17<sup>th</sup> day of April, 1953.

For the Union Pacific Railroad Co.:

D. S. NEUHART  
General Superintendent, MP&M

For the Employes:

A. T. STONE  
General Chairman, ARSAI

C. G. MACINTOSH  
General Committeeman

C. E. WILLIAMS  
General Committeeman

A. T. STONE  
General Committeeman

MEMORANDUM AGREEMENT  
(To Union Shop Agreement)

It is agreed that any foreman in service on the date of this agreement who is not a member of the organization party to this agreement, and who was a member, on the date of this agreement, of a bona fide and recognized religious group having religious scruples against joining the union, may make application jointly to the carrier and the organization for exemption from such provisions of the union shop agreement as may be prohibitive to his religious beliefs.

Such application must be accompanied by appropriate affidavit and if the carrier and the organization are satisfied that the reason for the requested exemption is bona fide according to the terms of this memorandum agreement, the parties hereto may agree in writing to exempt such employee from provisions of the union shop agreement.

Signed at Omaha, Nebraska, this 17<sup>th</sup> day of April, 1953.

For the Union Pacific Railroad Co.:

D. S. NEUHART  
General Superintendent, MP&M

For the Employes:

A. T. STONE  
General Chairman, ARSAI

C. G. MACINTOSH  
General Committeeman

C. E. WILLIAMS  
General Committeeman

A. T. STONE  
General Committeeman

(Sample Notice)

THE AMERICAN RAILWAY SUPERVISORS  
ASSOCIATION, INC.

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\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Name and address of Employing Officer  
designated under Section 4 (f) of April 17, 1953  
Agreement.

You are hereby advised that \_\_\_\_\_ employed as  
(name of employe)

\_\_\_\_\_ in/at \_\_\_\_\_ has failed to comply with the terms  
(payroll title) (office or department)

of the Union Shop Agreement of April 17, 1953, for the reason that \_\_\_\_\_.

It is therefore requested that such employe be so notified in accordance with the provisions of Section 4(a) of the April 17, 1953 Agreement.

(Personal signature of  
Organization Officer  
designated to serve  
notice)

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AGREEMENT

between the

Union Pacific Railroad Company

and

The American Railway Supervisors  
Association, Inc.

\* \* \* \*

In accordance with the provisions of Article II of the Agreement signed by the parties hereto at Omaha, Nebraska on May 18, 1973, the following Agreement by and between the Union Pacific Railroad Company, hereinafter referred to as the "Carrier", and the employees thereof represented by The American Railway Supervisors Association, Inc., hereinafter referred to as the "Organization", shall be made effective November 1, 1973:

IT IS AGREED:

Section 1. The Carrier shall, subject to the terms and conditions of this Agreement, withhold and deduct sums for uniform monthly membership dues, initiation fees and assessments (not including fines and penalties) due the Organization from the wages due and payable to employees who are members of the Organization and who have so authorized the Carrier by signed authorization, in the form set forth in Exhibit A, attached hereto and made a part hereof. The authorization shall, in accordance with its terms, be revocable in writing at any time after the expiration of one year from the date of its execution, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocation of authorization shall be on the form specified in Exhibit B attached hereto and made a part hereof, and both the authorization and revocation of authorization forms shall be reproduced and furnished as necessary by the Organization without cost to the Carrier.

The Organization shall assume the full responsibility for the procurement and proper execution of said forms by employees, and for the delivery of said forms to the Carrier. Revocation of authorization forms shall be delivered to the designated Carrier officer not later than the 15<sup>th</sup> day of the month in which the termination of deduction is to become effective.

Section 2. The District Chairman of the Organization shall furnish to the designated Carrier officer, not later than November 15, 1973, a certified statement showing in alphabetical order, the name of each member on form specified in Exhibit C, and the aggregate amount of current monthly dues, assessments and initiation fees, when applicable, for each member who has signed the authorization form herein referred to, and which signed authorization has been filed with the designated Carrier officer, or attached to the aforementioned list and, subsequently, not later than the 15<sup>th</sup> day of each month, furnish a certified statement showing information as mentioned above for any such



members who have been added or deleted from the initial list, or any change in the uniform monthly dues, initiation fees or assessments. If no changes are reported by the 15<sup>th</sup> of the month, the last previous list on file with the designated Carrier officer shall be used for purposes of this Section. It is understood and agreed, however, that dues deduction amounts may not be changed more often than once every three (3) months.

Section 3. Deductions will be made from the wages earned in the last period of the month in which the aforementioned certified statement is furnished to the designated Carrier officer. The following payroll deduction will have priority over deductions in favor of the Organization as covered by this Agreement:

Federal, State and Municipal taxes; premiums on any life insurance, hospital-surgical insurance, group accident or health insurance, or group annuities; other deductions required by law, such as garnishments and attachments; amounts due the Carrier by the individual; and Union Pacific Railroad Employee Hospital Association dues.

If the earnings of the employe are insufficient after all prior deductions have been made, to remit the full amount of deductions authorized by an employee hereunder, no deduction for dues, initiation fees and assessments on behalf of the Organization shall be made by the Carrier and the Carrier shall not be responsible for such collection.

Deduction made hereunder shall be made on the regular payroll or from time vouchers. No deduction shall be made from special payrolls. Responsibility of the Carrier under this Agreement shall be limited to remittance to the Organization amounts actually deducted from the wages of employes pursuant to this Agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employe involved and the Organization and any complaints against the Carrier in connection therewith shall be handled by the Organization on behalf of the employe concerned. Nothing herein contained shall be construed as obligating the Carrier to collect any dues, initiation fees and assessments from employes who leave its service or whose wages shall be involved in any claim or litigation of any nature whatsoever.

Section 4. Deductions made under the terms of the Agreement shall be remitted to the Financial Secretary of the Organization not later than the 25<sup>th</sup> day of the month next following the month in which deduction is made. The remittance will be accompanied by a deduction statement, in triplicate, listing for each employe the name, payroll number, Social Security Account Number or employee number, amount deducted and the aggregate total.

Section 5. No part of this Agreement shall be used in any manner whatsoever either directly or indirectly as a basis for a grievance or time claim by or in behalf of an employe; and no part of this or any other agreement between the Carrier and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employe predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this Agreement.

Section 6. Except for remitting to the Organization monies deducted from the wages of employes, the Organization shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses and damage resulting from the entering into of this Agreement or arising or growing out of any dispute or litigation resulting from any deduction made by the Carrier from the wages of its employes for or on behalf of the Organization.

Section 7. This Agreement is subject to the express agreement of the parties hereto to observe and comply with the provisions of the applicable federal and state laws now in existence or enacted during the term hereof, it being the intention of either party hereto to relieve the other party hereto from complying with any provision of the Agreement which may be in conflict with or violate any applicable state or federal law now in existence or enacted during the term hereof.

Section 8. This Agreement shall become effective November 1, 1973, and shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended.

Signed at Omaha, Nebraska this 23<sup>rd</sup> day of August 1973.

For The American Railway Supervisors Association, Inc.

H. W. GROBECK  
General Chairman

For the Union Pacific Railroad Co.

F. D. ACORD  
Chief Mechanical Officer

IBM Code \_\_\_\_\_

WAGE ASSIGNMENT AUTHORIZATION

Mr. \_\_\_\_\_ (Title)

Union Pacific Railroad Company

\_\_\_\_\_ (Location)

Name \_\_\_\_\_ (Last) (First) (Middle)

Home Address \_\_\_\_\_ SSA No. \_\_\_\_\_

Department \_\_\_\_\_

\_\_\_\_\_ (City or Town) Occupation \_\_\_\_\_

I hereby assign to The American Railway Supervisors Association, Inc., that part of my wages necessary to pay my monthly dues, assessments, and initiation fees (Not including fines and penalties) in The American Railway Supervisors Association, Inc., as such dues, assessments, and initiation fees are reported to the Union Pacific Railroad Company by the District Chairman of the Organization, or his successors, in monthly statements, certified by him, as provided under the Union Dues Deduction Agreement entered into by and between the Organization and the Union Pacific Railroad Company on August 23, 1973, and I hereby authorize the Union Pacific Railroad Company to deduct from my wages all such sums and pay them over to the Financial Secretary of The American Railway Supervisors Association, Inc., in accordance with said Union Dues Deduction Agreement. This authorization may be revoked in writing by the undersigned after the expiration of one (1) year, or upon the termination of the aforementioned Union Dues Deduction Agreement or upon the termination of the union agreement between the Company and the Organization, whichever occurs sooner.

\_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Lodge Number)

WAGE ASSIGNMENT REVOCATION

IBM Code \_\_\_\_\_

Mr. \_\_\_\_\_, \_\_\_\_\_  
(Title)

Union Pacific Railroad Company

\_\_\_\_\_  
(Location)

Name \_\_\_\_\_  
(Last) (First) (Middle)

Home Address \_\_\_\_\_ SSA No. \_\_\_\_\_

Department \_\_\_\_\_

\_\_\_\_\_  
(City or Town) Occupation \_\_\_\_\_

Effective \_\_\_\_\_, I hereby revoke the Wage Assignment Authorization now in effect assigning to The American Railway Supervisors Association, Inc., that part of my wages necessary to pay monthly dues, assessments and initiation fees (not including fines and penalties) now being withheld pursuant to the Union Dues Deduction Agreement between the Organization and Union Pacific Railroad Company, and I hereby cancel the Authorization now in effect authorizing the Union Pacific Railroad Company to deduct such monthly dues, assessments and initiation fees from my wages.

\_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Lodge Number)

THE AMERICAN RAILWAY SUPERVISORS ASSOCIATION, INC.

MR. \_\_\_\_\_ TITLE \_\_\_\_\_

LOCATION \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

DEDUCTION LIST COVERING THE MONTH OF \_\_\_\_\_, 19 \_\_\_\_\_.

<u>EMPLOYEE NAME</u>	<u>PR. NO.</u>	<u>SOC. SEC. NO.</u>	<u>OCCUPATION</u>	<u>AMOUNT</u>
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TOTAL NUMBER OF EMPLOYEES LISTED \_\_\_\_\_

I hereby certify that the above listed individuals are members of The American Railway Supervisors Association, Inc., and that the deductions as above designated have been authorized by duly executed "wage assignment" forms covering deduction of periodic union dues, initiation fees and assessments, but not including fines and penalties.

\_\_\_\_\_  
District Chairman

\_\_\_\_\_  
Street No.

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Lodge No.                      Date                      19

**BEREAVEMENT LEAVE QUESTIONS AND ANSWERS:**

Q-1: How are three (3) calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- a) three (3) consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- b) three (3) consecutive calendar days, ending the day of the funeral service; or
- c) three (3) consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three day period covered by the first death.

Example: Employee has a workweek of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two (2) days or three (3) days of bereavement pay?

A-3: A maximum of two (2) days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first workday preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, step-brother or step sister, step parents or step children?

A-5: Yes as to half brother or half sister, no as to step brother or step sister, step parents or step children. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

**PERSONAL LEAVE QUESTIONS AND ANSWERS:**

The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Article X - Personal Leave of the December 11, 1981 National Agreement:

**Example No. 1**

Employee "A" was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

The employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

**Example No. 2**

Employee "B" also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employee would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

**Example No. 3**

Employee "C" was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. He also rendered compensated service on the required number of days in the years 1974 through 1980, but not during the year 1981.

This employee, despite the fact that he did not render compensated service on the required number of days in the year 1981, would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.



**HEALTH & WELFARE BENEFITS**

Union Pacific Railroad Employees Health Systems coverage will apply to employees covered by this Collective Bargaining Agreement, unless otherwise provided in another Agreement.

Eligible dependents of employees covered by this Agreement will be covered pursuant to The Railroad Employees National Health and Welfare Plan.

**DENTAL PLAN**

Employees covered by this Agreement are included in a National Dental Plan and benefits are set forth in booklet form.

**VISION PLAN**

Employees covered by this Agreement and their eligible dependents are included in the Railroad Employees National Vision Plan and benefits are set forth in booklet form.

**A G R E E M E N T**

**Between**  
**UNION PACIFIC RAILROAD COMPANY**  
**And**  
**AMERICAN RAILWAY AND AIRLINE SUPERVISORS' ASSOCIATION**

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**RULE "G" BY-PASS AGREEMENT**

In a joint effort to provide a safe working environment and as an alternative method of administering Rule G,

**IT IS AGREED:**

1. If any AR&ASA 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 G, the employee shall be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished back to the employee's home or current place of residence. 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 Chicago & Eastern Illinois Railroad Company and American Railway & Airway Supervisors Association effective September 1, 1961, as amended.

8. This Agreement is effective June 25, 1990, and may be terminated by either party upon service of five (5) days' written notice upon the other party.

Signed this 25th day of June, 1990.

FOR AMERICAN RAILWAY AND  
AIRWAY SUPERVISORS' ASSOCIATION:

FOR THE UNION PACIFIC  
RAILROAD COMPANY:

/s/ D. L. Lish  
General Chairman. AR&ASA

/s/ L. Smith  
Assist. Director Labor Relations

/s/ D. J. Smith  
General Director Labor Reins.

A G R E E M E N T

Between

UNION PACIFIC RAILROAD COMPANY

And

AMERICAN RAILWAY AND AIRWAY SUPERVISORS ASSOCIATION

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PREVENTION PROGRAM COMPANION AGREEMENT

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The Carrier and the American Railway and Airway Supervisors Association, 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 Rule G.

1. An employee who has been dismissed from service as a result of violating Rule G may elect to participate in the Rule G Rehabilitation/Education Program (Rule G R/E Program or Program), provided:

- (a) The employee has had no Rule G offense on his or her record for at least ten (10) years; and,
- (b) The employee has not participated in the Rule G R/E 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 G.

2. Participation in the Rule G R/E 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 Rule G R/E 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 Rule G R/E 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 Rule G R/E Program.

6. After being contact, 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 Rule G R/E 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 Rule G R/E 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. 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 Rule G R/E Program.

13. This Agreement is applicable to employees covered by the Collective Bargaining Agreement between the Union Pacific Railroad Company and American Railway & Airway Supervisors (AR&ASA) effective April 1, 1975, as amended; the Collective Bargaining Agreement between the Missouri Pacific Railroad Company and AR&ASA effective July 1, 1983, as amended; and, the Collective Bargaining Agreement between the Chicago & Eastern Illinois Railroad Company and AR&ASA effective September 1, 1961, as amended.

14. This Agreement is effective June 25, 1990, and may be terminated by either party upon service of five (5) days' written notice upon the other party.

Signed this 25<sup>th</sup> day of June, 1990.

FOR AMERICAN RAILWAY AND AIRWAY  
SUPERVISORS ASSOCIATION:

FOR THE UNION PACIFIC  
RAILROAD COMPANY

/s/ T. J. Miller  
General Chairman, AR&ASA

/s/ L. Smith  
Asst. Director Labor Relations

/s/ D. L. Lish  
General Chairman, AR&ASA

/s/ D. J. Smith  
Gen. Director Labor Relations



October 25, 1995

Side Letter #1  
(Companion Agreement)  
190-015

MR J R BRITTON  
GENERAL CHAIRMAN AR&ASA  
913 W 1935 SO  
WOODS CROSS UT 84087

MR G N LOFTIN  
GENERAL CHAIRMAN AR&ASA  
1484 SIMMONS RD  
ATOKA TN 38004

Gentlemen:

This refers to the Carrier's letter dated October 23, 1995, concerning the Companion Agreement and employees who tested positive in the follow-up testing program.

In establishing the Prevention Program Companion Agreement the parties jointly recognized:

“ . . . that safety is the paramount concern and, further, that an alcohol and drug-free environment is an essential element in maintaining a safe workplace, . . . ”

Due to the high percentage of positive tests in the follow-up testing program, the confusion in the minds of some employees in this program as to the length of the testing program and the parties' desire to reemphasize their joint concern for a safe and alcohol and drug-free workplace, the parties agree that employees who elect to participate in the Companion Agreement are also subject to the follow-up testing program as outlined in the Carrier FRA approved Drug and Alcohol Policy (currently 36 months).

Yours truly,

/s/ D J Smith

AGREED:

    /s/ J R Britton      
General Chairman, AR&ASA

    /s/ G N Loftin      
General Chairman, AR&ASA

May 4, 1994

480-060-006

480-060-005

MR J R BRITTON  
GENERAL CHAIRMAN AR&ASA  
913 W 1935 SO  
WOODS CROSS UT 84087

MR G N LOFTIN  
GENERAL CHAIRMAN AR&ASA  
1484 SIMMONS RD  
ATOKA TN 38004

Gentlemen:

This has reference to my letter of March 29, 1994, and our discussion on January 19, 1994, concerning consideration being given to foremen to qualify for compensation under the Company's Achievement Incentive Program (AIP).

During our discussion, it was understood that any participation in the program and compensation paid to foremen under the AIP would not be considered as a precedent nor be cited in any future negotiations or claims. The Company has sole discretion in allowing foremen to be considered in this program and any may discontinue the program at any time the Company so elects.

If you are agreeable to the above understanding, please so indicate in the spaces provided below.

Yours truly,

/s/ D J Smith

**AGREED:**

/s/ J R Britton  
**General Chairman, AR&ASA**

/s/ G N Loftin  
**General Chairman, AR&ASA**