

A G R E E M E N T
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY

AND THE
BROTHERHOOD OF RAILWAY CARMEN
(Division of TCU)

EFFECTIVE SEPTEMBER 1, 2003

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RULE 1. HOURS OF SERVICE AND WORK WEEK

Section 1. Hours of Service.

(a) Eight (8) hours of service shall constitute a day's work.

(b) Employees coming under the provisions of these rules, except as otherwise provided for in these rules, will be paid on an hourly basis.

Section 2. Work Week

NOTE: The expressions "positions" and "work" used in this Section 2 refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

(a) General.

Subject to the exceptions contained in this agreement, the Carrier will establish a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7); the work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:

(b) Five-day Positions.

On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

(c) Six-day Positions.

Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) Seven-day Positions.

On positions which have been filled seven (7) days per week any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) Regular Relief Assignments.

All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement, all regular relief assignments to be bulletined.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(f) Deviation from Monday-Friday Week.

If in positions or work extending over a period of five (5) days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of this Section 2, paragraph (b), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend to the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under as provided for in this agreements.

(g) Non-consecutive Rest Days.

The typical workweek is to be one with two (2) consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d) and (e), the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to this Section 2, paragraph (e).
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
- (4) Other suitable or practicable plans, which may be suggested by either of the parties, shall be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief men may be given non-consecutive rest days.
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) nonconsecutive days off.
- (7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh day at overtime rates and thus withhold work from additional relief men.

- (8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under as provided for in this agreement, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.
- (h) Beginning of Work Week.

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

- (i) Compressed Work Week – See Appendix S

RULE 2. SHIFTS

- (a) Where one shift is employed, unless otherwise provided for, the starting time will not be earlier than 7:00 o'clock nor later than 8:00 o'clock, A.M. or P.M.
- (b) Where two shifts are employed, the starting time of the first shift will be governed by paragraph (a) and the second shift will start not later than 8:00 P.M.
- (c) Where one and two shifts are employed, the time of the lunch period will be within the beginning of the fourth and ending of sixth hour and the length of the lunch period will be subject to mutual agreement, but will not be less than thirty minutes nor more than one hour. The lunch period under this rule will not be paid for unless worked.
- (d) Where three shifts are employed, the starting time of the first shift will not be earlier than 7:00 A.M. nor later than 8:00 A.M., and the starting time of the other shifts will be regulated accordingly. Each shift will work straight through and will be allowed not to exceed twenty minutes for lunch between the beginning of the fourth and ending of the sixth hours with pay. This applies only to employees working on running repairs in engine houses and train yard forces.
- (e) The starting time of any shift may begin outside of the established hours indicated above upon mutual understanding between the designated Labor Relations Officer and the General Chairman.

RULE 3. CHANGING SHIFTS

- (a) Employees changed from one shift to another will be paid overtime rates for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred. This provision will not apply when shifts are exchanged at the request of the employees involved. (See Appendix CC for application)

(b) This rule does not apply to employees assigned to more than one shift on relief assignments.

RULE 4. OVERTIME ON REST DAYS AND HOLIDAYS

(a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.

(b) Employees required to perform work on their rest days or on the following holidays; New Year's Day, President's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, Day Before New Years Day (provided when any of the above holidays fall on Sunday and the day observed by the State, Nation or by Proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half. This rule does not include employees paid on monthly basis, except to the extent provided in Rule 9.

NOTE: This rule does not disturb agreements or practices now in effect or later agreed to under which any other day is substituted or observed in place of any of the above-referred to holidays upon mutual agreement between the designated Labor Relations Officer and the General Chairman.

RULE 5. OVERTIME AND CALLS

(a) For continuous service after regular working hours, employees will be paid on the actual minute basis; 40 minutes or less of work will be paid minimum of one (1) hour at straight time rate; and 41 minutes or more of work will be paid on the actual minutes basis, with a minimum of one (1) hour at the time and one-half rate.

NOTE: When volunteers are not available through the normal overtime calling procedures, employees may be required to work continuous service after regular working hours.

(b) Employees shall not be required to work more than two (2) hours after regular working hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes

(c) Employees called or required to report for work and reporting but not used will be paid a minimum of four (4) hours at straight time rates.

(d) Employees called or required to report for work and reporting will be allowed a minimum of four (4) hours for two hours and forty minutes (2' 40") or less of work and will be required to do only such work as called for or other emergency work which may have developed after they were called which cannot be performed by the regular force in time to avoid delays to train movements.

(e) Employees will be allowed time and one-half on minute basis for services performed continuously in advance of the regular working period with a minimum of one (1) hour.

(f) Except as otherwise provided for, all overtime beyond sixteen (16) hours actual work in any twenty-four (24) hour period, computed from starting time of employee's regular assigned shift, shall be paid for at rate of double time.

(g) Work in excess of forty (40) straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or where days off are being accumulated under paragraph (g) of Section 2 of Rule 1.

(h) Employees worked more than five (5) days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except (1) where such work is performed by an employee due to moving from one assignment to another or from a furloughed status; (2) where days off are being accumulated under paragraph (g) of Section 2 of Rule 1 or, (3) where "double time" provision, paragraph (l), is applicable on the second rest day.

(i) Service performed by a regularly assigned hourly rated employee on the second rest day of his regular assignment shall be paid at double the basic straight time rate, provided the employee: (1) has worked all the hours of his assignment in that workweek, and (2) has worked on the first rest day of his workweek. However, emergency work paid for under the call rules will not be counted as qualifying service hereunder, nor will it be paid for under this provision.

(j) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court and travel time be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

RULE 6. RELIEF WORK, REST DAYS AND HOLIDAYS

(a) Employees assigned to rest day relief positions and/or holiday work, or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those called will be advised as soon as possible after vacancies become known. The foregoing is not intended to conflict with Rules 4 and 5.

(b) A relief employee working in the place of a regular employee on the latter's assigned rest day will be paid therefor at the straight time rate, except such relief employee if worked on a designated holiday shall be compensated therefore under the provisions of Rule 4 (b).

(c) Where rest days are being accumulated, under Rule 1, paragraph (g) of Section 2, Rule 1, work on rest days will be paid for at the pro rata rate; however, if work is performed on a designated holiday the employee will be paid therefor under the provisions of Rule 4 (b).

NOTE: Notice will be posted three (3) days preceding a holiday listing the names of employees assigned to work on the holiday. Men will be assigned from the men on each shift who would have the day on which the holiday falls as a day of their assignment if the holiday had not occurred and will protect the work. Local Committee will be advised of the number of men required and will furnish names of the men to be assigned but in event of failure to furnish sufficient employees to complete the requirements, the junior men on each shift will be assigned beginning with the junior man.

RULE 7. WORK DURING LUNCH PERIOD

Employees required to work during, or any part of, the lunch period, shall receive pay for the length of the lunch period regularly taken at point employed at straight time and will be allowed necessary time to procure lunch (not to exceed thirty minutes) without loss of time.

This does not apply to employees who are allowed a twenty (20) minute paid lunch.

RULE 8. EMERGENCY SERVICE AND ROAD WORK

(a) Carmen, Toolmen and Apprentices regularly assigned to work at a shop, engine house, repair track or train yard called for emergency service or road work away from such shop, engine house, repair track or inspection point will be paid from the time ordered to leave home station until the employee returns for all time worked in accordance with the practice at seniority point and straight time rate for all time waiting or traveling, except on their rest days and holidays time and one-half will be paid for all time worked, waiting or traveling, except as may be otherwise specified in this agreement. The rules of this agreement will not be so applied as to require payment in excess of time and one-half for time waiting and traveling.

(b) If during the time on road a man is relieved from duty for five (5) hours or more, such relief time will not be paid for provided that in no case shall he be paid for less than the eight (8) hours constituting his regular assignment at the seniority point (when such irregular service prevents the employee from making his regular daily hours at home station) and in addition thereto for the actual time working or traveling before or after his regular assigned hours at the seniority point. Where meals and lodging are not provided by the Carrier, actual necessary reasonable expenses will be allowed.

(c) Employees will be called as nearly as possible one (1) hour before leaving time, and on their return will deliver tools and equipment at point designated.

(d) If required to leave home station during overtime hours, they will be allowed one (1) hour preparation time at straight time rate.

(e) All wrecking service performed within yard limits will be paid for at the straight time rate for straight time hours and over the time rate for over time hours in accordance with bulletined assignments of the employees used for such service.

(f) All wrecking service performed outside of yard limits, will be paid under this rule and all time actually working, waiting (except when relieved from duty pursuant to paragraph (b) above) or traveling on regular assigned days, rest days and holidays will be paid for at the rate of time and one-half.

(g) Rules of this Agreement that require the payment at the double time rate under certain circumstances are not applicable to employees engaged in wrecking service.

(h) Carmen assigned to assist in the use of an on-track Wrecker Derrick (not highway mobile cranes) for handling heavy material, will be compensated in the manner provided in paragraph (e) & (f) of this rule.

NOTE: See: "Agreed Upon Questions and Answers" @ Appendix "Y"

RULE 9. ASSIGNED ROAD WORK – MONTHLY RATED

(a) Monthly rated employees regularly assigned to perform road work whose monthly salary is arrived at by dividing total earning of 2556 hours by twelve shall be assigned one (1) rest day per week, Sunday if possible. Rules applicable to other employees of the Carman's craft shall apply to service on such assigned rest day. Ordinary maintenance work required on the sixth day of the work week will be paid at the time and one-half rate.

NOTE: An "emergency" under this rule is considered an unplanned occurrence requiring timely action to prevent delays to scheduled work of Carrier's operations.

(b) To determine the straight time hourly rate, divide the monthly rate by 213. Except as hereinafter provided, no overtime is allowed for the time worked in excess of eight (8) hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.

(c) Regularly assigned road employees under the provisions of this rule may be used, when at seniority point, to perform other work in connection with the work of their regular assignments.

(d) Where meals and lodging are not furnished by the Carrier or when the service requirements make the purchase of meals and lodging necessary while away from the seniority point, employees will be paid actual necessary reasonable expenses.

(e) If it is found that this rule does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salary for these positions may be taken up for adjustment by the General Chairman with the Designated Labor Relations Officer.

(f) Employees paid under this rule who are required to work on holidays will be allowed additional compensation at the pro rate with a minimum of two (2) hours, if required to work more than two (2) hours, a maximum of four (4) hours will be allowed.

RULE 10. DISTRIBUTION OF OVERTIME

(a) When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time.

(b) Management will meet with the Local Chairman and establish a method for equal distribution of overtime. Both parties will conform to the method established for distributing overtime. Changes in Management or Local Chairman at a particular location may require modification upon notification to the other party.

(c) Record will be kept of overtime worked and men called with the purpose of distributing the overtime equally. Local Chairman will, upon request, be furnished with copy of the record.

RULE 11. TEMPORARY VACANCIES AT OUTLYING POINTS

(a) Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent, straight-time rates to be paid for straight-time hours at the seniority point and for all other time, whether waiting or traveling. If on arrival at the outlying point there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

(b) While at such outside point they will be paid straight time and overtime in accordance with the bulletin hours at that point, and will be guaranteed not less than eight (8) hours for each day.

(c) Where the Carrier does not provide meals and lodging, actual necessary reasonable expenses will be allowed.

(d) On the return trip to the employee's seniority point, straight time for waiting or traveling will be allowed up to the time of arrival at the seniority point.

(e) Temporary vacancies at an outlying point not filled voluntarily, will be filled at the Carrier's discretion by assigning the junior qualified Carman from the home point to the temporary vacancy.

RULE 12. FILLING VACANCIES

When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed.



RULE 13. FILLING NEW POSITIONS OR VACANCIES

(a) New jobs created and permanent vacancies will be bulletined and the senior employee at the seniority point shall, if sufficient ability is shown by fair trial not to exceed thirty (30) days, be given preference in filling the position.

(b) Bulletins must be posted a minimum of seven (7) calendar days before vacancies are filled permanently. Employees desiring to avail themselves of this rule will make application to the official in charge and a copy of the application will be given to the local chairman. Assignments will be promptly made and assignment notice will be posted within seven calendar (7) days following closing time for acceptance of bids.

(c) Temporary vacancies, except vacation vacancies, known to be of thirty (30) calendar days or less duration, if the vacancy is filled, will not be advertised as "permanent vacancies" in the manner prescribed in (b) of this Rule 13. Temporary vacancies will be filled based on qualifications and seniority from employees who are desirous of filling such position on a temporary basis. All other vacancies created by an employee moving to cover a temporary vacancy, will be filled in the same manner. When the employee creating a temporary vacancy returns, he will assume his regular assignment, and the employee or employees who have moved up by reason of his absence will be required to return to their assigned position. Employees occupying temporary vacancies will be subject to displacement by senior man who has displacement rights.

(d) An employee exercising his seniority rights under this rule will do so without expense to the railroad. If after a fair trial of not to exceed thirty (30) calendar days he fails to qualify for the new position, he shall return to his former position provided that such position exists and is not occupied by a senior employee.

Note: "Fair Trial" does not apply to positions requiring a certification or license such as CDL/DOT. Such certification or license must be possessed by the employee prior to exercising seniority.

(e) An employee exercising seniority rights under the provisions of this rule will lose their rights to the position exercising from and will not be allowed to bid on his former position until the expiration of thirty (30) calendar days beginning from the date of the new assignment.

(f) The exercising of seniority to displace junior employees usually termed as rolling or bumping will not be permitted.

(g) If there is a question with respect to an employee's qualifications for an employee electing to exercise seniority, the employee must demonstrate his qualifications to the local manager during the period the position is being advertised.

(h) Employees absent due to vacation, sickness, suspension from service, or leave of absence, will have the right to displace junior employees from positions bulletined and assigned during such absence provided applications are made within five (5) calendar days after returning to work.

RULE 14. PROMOTION TO FOREMAN.

(a) It is the policy of the Carrier to promote its own employees, wherever possible. Carman in service will be considered for promotion. When promotions to positions of gang foremen (foremen who supervise a specific craft) are made, qualified employees from the respective crafts will have preference in promotion.

(b) All employees promoted subsequent to November 18, 1986, to official, supervisory or excepted positions from crafts or classes shall be required to maintain their membership or pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. An employee whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and will be given ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

(c) Employees promoted prior to November 19, 1986, to official, supervisory or excepted positions from crafts or classes shall retain their seniority, but shall be required to pay regular monthly dues or an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

(d) A promoted employee who returns to Carman's craft for any reason, shall place themselves in the following manner:

(1st) On any position which may be vacant in the Carman's craft; also such employee may displace any upgraded Apprentice or Toolmen.

(2nd) If no positions are available as referred to in (1st) above, displace the junior employee at the Home Point.

No penalty of any sort will be incurred to the Carrier as a result of an exercise of rights under this Section (d).

RULE 15. SENIORITY TRANSFERS

Employees approved by the appropriate managers involved to transfer from one seniority point to another seniority point with a view to accepting a permanent transfer,

will, after thirty (30) calendar days lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer. When two or more employees transfer to a new seniority point under this provision on the same date, their seniority standing will be governed by their former seniority date, oldest employee ranked first. Employees will not be compelled to accept a permanent transfer to another seniority point.

RULE 16. ABSENCE FROM WORK WITHOUT LEAVE

(a) Employees shall not lay off without first obtaining permission from the designated individual to do so, except in cases of sickness or other good cause of which the designated individual shall be promptly advised as soon as it is practicable.

(b) Employees absenting themselves from their assignment for five (5) consecutive working days without proper authority shall be considered as voluntarily forfeiting all seniority rights and employment relationship, unless there is a justifiable reason shown by the employee within five (5) days from date of notification of termination, as to why proper authority was not obtained.

Note: Four (4) consecutive workdays for four- ten hour workday assignments.

RULE 17. ABSENCE FROM WORK WITH APPROVED LEAVE

(a) For medical reasons or when the requirements of the service will permit, employees upon request with supporting documentation will be granted leave of absence for a limited time, not to exceed thirty (30) days, with privilege of renewal. An employee absent on leave who engages in other employment will automatically lose his seniority, unless special provisions shall have been made therefor by the proper official and the General Chairman.

(b) In the application of this rule, all leaves of absence for more than thirty (30) days duration must bear the recommendation of the Local Chairman where the employee desiring the leave of absence is employed; however, this handling does not extend to furloughed employees.

(c) Employees accepting full-time positions with their labor organization will be considered on leave of absence and will continue to accumulate seniority. Seniority rights must be asserted within thirty (30) days after release from such position, unless such period is extended by mutual agreement between the parties signatory hereto.

A full-time representative of the Organization who returns to active service shall receive credit for the purpose of the continuous service qualification requirements for an annual vacation under applicable vacation rules, for all service time as a full-time labor representative while on leave from the Carrier.

RULE 18. PERSONAL LEAVE

(a) A maximum of two days personal leave will be provided on the following basis:

(1) Employees who have met the qualifying vacation requirements during eight (8) calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

(2) Employees who have met the qualifying vacation requirements during seventeen (17) calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

(b) Personal leave days provided in paragraph (a) may be taken upon forty-eight (48) hours' advance notice from the employee to the proper Carrier officer provided, however, such days may be taken only when consistent with the requirements of the Carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

(c) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

(d) The personal leave days provided in paragraph (a) shall be forfeited if not taken during each calendar year. The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by such agreement.

RULE 19. BEREAVEMENT LEAVE

Bereavement leave, not in excess of three (3) calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases, a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

NOTE: See: "Agreed Upon Questions and Answers" @ Appendix "J"

RULE 20. ATTENDING COURT

Employees taken away from their regular assigned duties at the request of the Carrier to attend court, appear as a witness or give a deposition for the railroad, will be furnished transportation at the Carrier's expense and will be allowed compensation equal to what they would have earned had such interruption not taken place with a minimum of one (1) day's pay for each day held at court, and in addition, necessary expense while away from their seniority point. The Carrier may authorize the employee to use his personal auto and if such is used the Carrier mileage rate will be reimbursed by the Carrier.

RULE 21. JURY DUTY

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (a) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (b) The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
- (c) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (d) When an employee is excused from railroad service account of jury duty, the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (e) Except as provided in paragraph (f), an employee will not be required to work in his assignment on days in which jury duty: (1) ends within four (4) hours of the start of his assignment; or (2) is scheduled to begin during the hours of his assignment or within four (4) hours of the beginning or ending of his assignment.
- (f) On any day that an employee is released from jury duty and four (4) or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 22. REDUCTION AND REARRANGEMENT OF FORCES

(a) When the force is reduced or rearranged, seniority will govern and the employees affected will take the rate of the job to which they are assigned. Within Seventy-two (72) hours after posting of notice of reduction of forces or position abolishment, such affected employees will give written notice to the proper authority, with a copy to local chairman, of their intention to exercise seniority rights.

Note: The 72-hour period referenced above is applicable only to those individuals who occupy positions that are abolished. Employees so affected by a subsequent exercise of seniority shall exercise their seniority immediately.

(b) Except as provided for hereinafter, if the force is to be reduced or rearranged, seven (7) calendar day notice will be posted on bulletin boards advising the employee(s) affected before reduction or rearrangement is made, with copy to Local Chairman.

(c) Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (d), provided that such conditions result in suspension of the Carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for the employee's position without having been previously notified not to report, shall receive four (4) hours pay at the applicable rate for the employee's position.

(d) Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of a Carrier's operations in whole or in part is due to a labor dispute between said Carrier and any of its employees.

(e) In the restoration of forces, senior laid off employees will be given preference in returning to service, if available within a reasonable time not to exceed ten (10) calendar days, and shall be returned to their former positions if possible, regular hours to be reestablished prior to any additional increase in force.

(f) When restoring forces, employees will be recalled by written notice, sent certified mail, in seniority order to their last address of record. Employees will be responsible for informing their Manager in writing of any change in their mailing address. Within ten (10) calendar days from date of delivery, or date of attempted delivery by post office, of recall notice, employees recalled must advise the Manager of their intentions to respond to recall. Employees, who have advised the Manager of their

intentions to respond to recall, must report for service within twenty (20) calendar days of postmark of the recall notice. Employees who fail to return when recalled shall forfeit all seniority at the location to which recalled. The twenty (20) calendar days allowed for returning to service may be extended at the Manager's discretion. Local Chairman to be advised when extension is granted.

(g) The Local Chairman will be furnished a list of employees to be restored to service.

(h) Employees required to work when shops are closed down, due to breakdown in machinery, floods, fires and the like, will receive straight time for regular hours, and overtime for overtime hours.

NOTE: If the Carrier finds it necessary to close the shops at Desoto and Palestine for a certain number of days during the month, the Carrier will serve as much advance notice as possible. During such temporary shutdowns sufficient number of men may be retained to take care of emergency work, such emergency force to work regular assigned hours.

(i) In reducing force the ratio of apprentices remaining in service shall not exceed the ratio provided for in Rule 40 (l).

RULE 23. TRANSFERRING MEN WHO HAVE BEEN LAID OFF

(a) Carman who are furloughed because of force reductions will be given preference to transfer to other locations where forces are needed, provided such employee gives written notice on proper form of intent within thirty (30) days of furlough, with privilege of returning to their seniority point when force is increased. Such transfers will be made without expense to the Carrier.

(b) Employees transferred under this rule shall acquire seniority at the point to which transferred from the date they commence work. If two or more furloughed Carman from one or more seniority points transfer to the same location within a thirty (30) calendar day period, their seniority standing shall be determined not by the date they commence work but by their seniority standing at their home point. Seniority so established under this rule shall be forfeited when released at the point for any reason.

RULE 24. SENIORITY

(a) Seniority of employees covered by this agreement shall be confined to the point employed. The seniority of employees will date from the time pay starts when employed. Seniority between two or more employees who are employed and commenced work on the same calendar date will be determined by first, prior continuous service, then if no prior service, by the last four digits of the Social Security Number, the employee with the lowest number to be placed on roster first.

(b) Separate seniority rosters will be maintained for each Home Point as shown in Rule 25. Seniority rosters will be compiled as of January 1st of each year for each subdivision there of as listed below. Seniority dates shall be considered permanently established if not protested in writing within sixty (60) calendar days from date of posting, except typographical errors on subsequent rosters may be corrected at any time. Seniority rosters will be furnished to the Local and General Chairman. There shall be five (5) separate subdivisions of the Carman's craft:

1. Carman
2. Carman Apprentice
3. Carman Toolman
4. Coach Cleaner
5. Carman Helper

(c) Carmen transferred or promoted by the Carrier to positions as supervisors or other official capacity will retain their home point seniority unimpaired so long as continuity of service is unbroken and the requirements of Rule 14 (b) or (c) are fulfilled.

(d) The seniority of any employee whose seniority is established after November 18, 1986, and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority. The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an S.T.B. employee protection order or an employee protection agreement or arrangement.

(e) Employees retiring from the service of the Carrier by reason of physical disability pursuant to the provisions of the Railroad Retirement Act prior to obtaining age 60 years will be carried on the active seniority roster. When compiling seniority rosters pursuant to Section (b) above, the names of such employees will be shown in a manner that indicates such employees have retired by reason of physical disability. When such employees who retire by reason of physical disability prior to reaching age of 60 years attain the age of 60 years, they shall have their names removed from the active seniority roster.

RULE 25. HOME POINT SENIORITY AT OUTLYING POINTS

(a) Locations where Carmen are employed within the geographic boundaries of the Home Point, will be considered as either outlying points and one-man points. Carmen working at these points shall be paid either hourly or monthly and under the rules of this Agreement except as herein provided.

(b) At points other than the designated Home Points, no seniority rosters will maintained in the application of this Paragraph (b). However, seniority will be acquired at outlying points and one-man points when Carmen are regularly assigned to positions at such points and their seniority will be confined to that point. Employees who bid on and are assigned to outlying points or one-man points, using their seniority at the Home Point, will retain seniority at the Home Point but may not return to the Home Point and

exercise seniority unless they are no longer able to hold a regular assignment at the outlying point or one-man point. When seniority is exercised back to the Home Point, the employee will no longer hold seniority at the outlying point or one-man point.

(c) When vacancies occur at outlying points or one-man points, those men who hold seniority at the outlying point or one-man point shall receive first preference in being assigned based on their qualification and seniority standing at such outlying points or one-man point regardless of seniority at the home point. If the vacancy goes unfilled, the vacancy, if filled, is then posted on bulletin boards at the Home Point and filled pursuant to Rule 11 (e) of the Agreement.

(d) When an employee from another geographic home point area accepts permanent transfer under Rule 15 to an outlying point or one-man point, he will in addition to acquiring seniority at the outlying point or one-man point as indicated in paragraph (b) above, also acquire a seniority date on the home point seniority roster. If there is more than one home point in the area, the employee will be required to designate which home point is desired.

(e) A “one-man point” is an outlying point of a home point where there is employed one Carman days, and one nights, or where there is one Carman employed. Carmen assigned at one-man points will be paid by the hour under this agreement, except that the eight (8) hours constituting a day’s work may be worked within a spread of twelve (12) consecutive hours during the period when services are required.

(f) The Home Points are identified below along with designated outlying points if applicable. The Home Points and Outlying Points shown are identified solely for the purpose of determining which employees of a particular home point have bidding rights for assignments at outlying or one-man points and are not intended to be used to claim a right to certain work such as road work, derailments, etc., performed outside of a specific home, outlying or one-man point where employees are regularly assigned.

HOME POINT	OUTLYING POINTS
BAKERSFIELD*	
BELVIDERE*	
BIG SPRINGS*	
BILL*	
BUTLER*	
COFFEYVILLE*	VAN BUREN
CHEYENNE*	
COUNCIL BLUFFS	
DALLAS*	
DENISON*	
DENVER	
DES MOINES*	
DOLTON*	
DUPO	POPLAR BLUFF, ST. GENEVIA, Salem/Mt. Vernon
ELKO*	
EL PASO*	
EUGENE*	
FRESNO*	
FT. WORTH	CHICO,

GRAND ISLAND*	
GRAND JUNCTION*	
GREEN RIVER*	
HINKLE	
HOUSTON	FREEPORT, BEAUMONT, ANGLETON, BLOOMINGTON, CORPUS CHRISTI, HARLINGEN
JANESVILLE*	
KANSAS CITY	BONNER SPRINGS, TOPEKA, HERRINGTON
KLAMATH FALLS*	
LAGRANDE*	
LAKE CHARLES*	
LIVONIA*	AVONDALE, ALEXANDRIA
LONGVIEW*	
LOS ANGELES	
LUSK*	
MARYSVILLE*	
MEMPHIS*	
NAMPA*	
NORTH PLATTE	
NO. LITTLE ROCK	
OAKLAND*	
OGDEN*	
OKLAHOMA CITY*	
PALESTINE*	
PARSONS*	
PHIPPSBURGH*	
PHOENIX*	
PINE BLUFF	MONROE, STUTTGART
POCATELLO	
PORTLAND*	Salem
PORTOLA*	
PROVO*	
PUEBLO*	
PROVISO	
RAWLINGS*	
ROSEVILLE	STOCKTON
SALEM*	
SALINA*	
SALT LAKE	
SAN ANTONIO	LAREDO, EAGLE PASS, NEW BRAUNFELS
SAN JOSE*	
SEATTLE*	
SHREVEPORT*	
SPARKS*	
SOUTH MORRILL*	
TACOMA*	
TEXARKANA*	
TUCSON*	
WACO*	Hearn
WEST COLTON	
WICHITA*	
YERMO*	

Note: The above identified outlying points are locations that were previous outlying points established under Rule 137 of the MPRR CBA dated September 1, 1981.

Outlying points to be established subsequent to the date of this Agreement shall be done by Agreement between the General Chairman and the Designated Labor Relations Officer.

(g) The Desoto and Palestine Car Shops, Commuter Operations and the Engineering Services Equipment Shop currently located in Denver are excluded from the application of this Rule. Employees holding seniority in these areas of operations do not have bidding rights on positions bulletined at outlying or one-man points unless otherwise agreed upon between the General Chairman and the Designated Labor Relations Officer.

RULE 26. ASSIGNMENT OF WORK

(a) None but Carmen, Toolmen, apprentices or helpers regularly employed as such shall do Carmens' work except foremen at points where no Carmen are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule.

This rule does not prohibit foremen in the exercise of their duties from performing work.

(b) At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement, it shall be handled as hereinafter provided and pending the disposition of the dispute, the Carrier may proceed with or continue its designation.

RULE 27. FAITHFUL SERVICE

Employees who have given long and faithful service to the Carrier, and who have become unable to handle heavy work, will be given preference of such light work as they are able to handle.

RULE 28. WELDERS

(a) In compliance with the special rules included in this agreement, none but mechanics and their apprentices in their respective crafts shall operate oxyacetylene, thermit, or electric welders. Where oxyacetylene or other welding processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes, except the use of the cutting torch when engaged in wrecking service or in cutting up scrap. At points where there is not sufficient welding for a member of each craft at the point employed, a welder or welders of any craft employed may do the welding for all crafts.

RULE 29. TEMPORARILY FILLING FOREMANSHIP

(a) Should a Carman be assigned temporarily to fill place of a foreman he will receive the established rate of the position of the foreman and be governed by working conditions and rules of such position.

(b) When a Carman relieves a foreman due to vacation for more than five consecutive days, the Carman will assume the rest days of the foreman and cannot return to his regular assignment until such rest days of the foreman have been taken. If a Carman fails to secure five (5) days of work in seven (7), there will be no basis or support for a claim for loss of earnings and no such claim will be progressed by the employee or the Organization.

RULE 30. PAYING OFF

(a) Employees may be paid by electronic direct deposits, US Postal Service, or during the regular working hour's semi-monthly. Where existing state laws provide a more desirable paying off condition, such conditions shall govern. Where there is a shortage equal to one day's pay or more in the pay of an employee, if requested, a manual check will be issued to cover the shortage. Employees resigning from the services of the Carrier will be furnished with a manual check covering all time due as soon as practical.

(b) If the regular payday falls on Sunday or a holiday designated in Rule 4, employees will be paid on the preceding day, if practicable.

RULE 31. COMMITTEES

The Carrier will not discriminate against any committeemen, who, from time to time, represent other employees of the Carman Craft, and will grant them leave of absence, when required to represent such employees.

RULE 32. APPLICANTS FOR EMPLOYMENT

Applicants for employment shall fill out necessary applications and employment shall be considered temporary until applications have been approved. The application shall be approved or disapproved within ninety (90) working days after applicant begins work, except in the event of applicant giving false information when approval may be revoked at any time, without a hearing as provided for in Rule 34.

RULE 33. TIME CLAIMS AND GREIVANCES

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved to the officer of the Carrier authorized to receive same, within sixty (60) calendar days from the date of the occurrence on which the claim is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) calendar days from the date the claim or grievance is filed, notify whoever filed the claim or grievance in writing of the reasons for the disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, the appeal must be made in writing and must be presented within sixty (60) calendar days from date of the letter of disallowance, and the Carrier Officer shall be notified in writing within that time frame of the rejection of such decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of handling of a claim or grievance on the property, extend the sixty (60) calendar days for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

Note: If either party alleges that the other failed to adhere to the time limits expressed above, the US Post Office's post mark shall be used to determine whether the matter was handled in accordance with the rule.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeals by employees or representatives and decisions by the Carrier, shall govern in appeals taken to the highest officer designated by the Carrier to handle claims and grievances. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of the highest designated officer's

decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by written agreement in any particular case extend the nine (9) months' period herein referred to.

(d) A claim may be filed at any time for an alleged continuing violation of any agreement provision and all rights of the claimant(s) involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) calendar days prior to the filing thereof. With respect to a claim or grievance involving an employee held out of service in discipline case, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This rule recognizes that only representatives of the Brotherhood of Carmen are authorized to file and prosecute claims and grievances for and on behalf of the employees covered by this Collective Bargaining Agreement. This does not however preclude an employee coming under the provisions of this Agreement from handling their own claim or grievance as set forth herein.

(f) This agreement is not intended to deny the right of a covered employee to use any lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the Carrier.

(g) This rule shall not apply to requests for leniency.

(h) All conferences between local officials and local committeeman are to be held during regular working hours without loss of time to the committeeman.

(i) The above provisions of this Rule requiring for the formal presentation of claims and grievances and adherence to certain time limits for the progression of the appeals are not intended to do away with the long existing practice of employees or local committees handling minor grievances with the foremen, foremen general or manager informally. However, if not disposed of informally, the employee or local committee shall follow the procedures set forth in paragraph (a), above.

(j) The Carrier will inform the General Chairman in writing of the local and highest designated officers of appeal for the progression of claims and grievances.

RULE 34. DISCIPLINE – INVESTIGATION PROCEEDINGS

(a) An employee covered by this Agreement who has been in service more than ninety (90) working days, except as provided for in Rules 32 and 40, shall not be disciplined or dismissed without first being given a fair and impartial investigation by an

officer or designee of the Carrier. An employee may not be withheld from service without pay pending investigation in cases where the Carrier Discipline Policy does not assess termination of the employee for such offense. Investigations shall be held within thirty (30) *working days of the date of employee's supervising officer has knowledge of or reasonably should have had knowledge of the occurrence(s). This Rule does not apply to employees automatically terminating employment under this Agreement.

Note: *Working days referenced in this Rule does not include Saturday and Sunday.

(b) At a reasonable time prior to the investigation, the employee shall be apprised of the precise charge(s) against him and the time, date and place set for the investigation. If the Carrier fails to hold the investigation within the time limits set forth herein or the date(s) to which postponed, the record of the employee shall be cleared of the charge(s). The employee shall have a reasonable opportunity to secure the presence of necessary witnesses at his own expense and representation, if he so desires. A copy of the notice directing the employee to report for investigation shall be furnished to the Local Chairman of the craft involved, but failure to furnish the Local Chairman with copy of the notice shall not constitute a procedural error sufficient to void the investigation or subsequent disciplinary action. A reasonable number of requests for postponement of an investigation by the employee, his duly authorized representative or the Carrier will be granted.

(c) An employee under investigation shall have the right to be represented at the investigation by no more than two members of the duly authorized Local Committee for his craft, or one in the event the employee requests the assistance of an officer and/or officers of the Joint Protective Board. Such local representative(s) will be paid for time lost during working hours. If the employee does not desire the duly authorized Local Committee to represent him, the employee may act as representative and will be permitted to examine witnesses. In the event the employee elects to represent himself, one member of the Local Committee will be permitted to be present at the investigation and be present at any conferences in connection with an appeal by the employee to the local officer of appeal, if discipline is assessed.

(d) The authorized representative may discuss with the hearing officer the need for witnesses in addition to those called by the Carrier. If the hearing officer agrees additional witnesses are necessary, the Carrier will call them. The Organization will not be precluded from having additional witnesses, at no expense to the Carrier.

(e) All investigations shall be held during the first shift. A record will be made of the investigation. If discipline is assessed, notice in writing setting forth the amount of discipline and reasons for same and a copy of the transcript with exhibits will be furnished to the employee, the duly authorized representative, and the General Chairman within twenty (20) *working days from the date the investigation is concluded. Failure to timely furnish the representative or General Chairman with notice of discipline or copy of transcript will not constitute a procedural error sufficient to void the disciplinary action.

(f) An employee cited for investigation will have the privilege of examining all of the documents the Carrier proposes using in the investigation at a mutually convenient time following issuance of the charges, but prior to the investigation. If documents are produced at the hearing that were not made available prior to the investigation for some unforeseen reason, the employee and the representative shall have a right to request a reasonable recess in order to review such documents.

(g) If it is found that the charges against the employee are not sustained, the record of the employee shall be cleared of the discipline. If the employee has been unfairly suspended or dismissed from service, the employee shall be reinstated to his former position, unless otherwise mutually agreed, and shall be compensated for the wage loss, less outside earnings if any, and appropriate union dues shall be withheld for such period of wage loss, resulting from such suspension or dismissal. An employee who is suspended or dismissed from service and is thereafter awarded pay for time lost will be covered under the Health and Welfare Plan for the months in which the employee receives pay as if the employee had not been suspended or dismissed.

(h) Nothing herein shall preclude the right of the Carrier to reinstate an employee with his original seniority who may have been dismissed for reason other than that prescribed in the applicable Union Shop Agreement. No employee will be reinstated under this paragraph who has been out of service for more than one year without the concurrence of the General Chairman unless same is ordered by Board of Adjustment established pursuant to the provisions of the Railway Labor Act, as amended.

(i) An employee failing to appear at an investigation, after being properly notified in writing, and who makes no effort to secure a postponement, will automatically terminate his employment relationship and seniority rights.

(j) In case of a claim or grievance concerning discipline, the Carrier shall require no more than two levels of appeal from the decision of the officer of the Carrier authorized to receive same as outlined in Rule 33.

(k) In the alternative to Paragraph (j), the General Chairman and the Designated Labor Relations Officer may jointly agree to establish a "one-step" appeal for discipline case. One-step appeal shall be handled in the following manner:

(1) If the Carrier's decision to discipline an employee is to be appealed by the General Chairman or the employee involved, the General Chairman or the employee shall submit a written appeal directly to the Carrier's highest designated officer within sixty (60) days from the date the discipline is issued. The written appeal will contain a full statement of the Organization's or employee's objections to the discipline issued.

(2) Should any such claim be disallowed, the Carrier shall, within sixty (60) calendar days from the date same is filed, notify the General Chairman (or the employee in cases where the employee is handling his own claim or grievance) in writing of the reasons for such disallowance. If not so notified, the

claim shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

The parties shall meet in conference within sixty (60) days from the Carrier's disallowance of the claim at a mutually agreeable time and place. It is understood, however, that the parties may, by agreement, extend the sixty (60) day periods established herein at any stage of the handling of the dispute.

(3) All discipline claims or grievances shall be barred unless within nine (9) months from the date to the Carrier's highest officer's decision proceedings are instituted by the employee or the duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group, or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3, Second, of the Railway Labor Act. It is understood, however, that the parties may agree in any particular case to extend the nine (9) month period herein referred to.

(4) The one-step appeal process may be cancelled by either party upon the serving of a thirty (30) calendar day notice to the other party indicating their desire to revert to the two step process as stipulated in Paragraph (j) above.

RULE 35. MEDICAL EXAMINATIONS

In cases where a regular assigned employee is required to report for examination pursuant to the Carrier's Medical Rules; and when other than regular assigned employees are required to report for examination when returning from furlough, or when absent from work while on approved leave for injury, sickness or other leave of absence, the following will govern:

- (1) The Carrier will pay for the examination, which will be handled in accordance with the Carrier's medical examination rules. The Carrier shall make every reasonable effort to expedite the examination.
- (2) A regular assigned employee who is withheld from service without pay who passes the initial examination and is not required to undergo further examination, shall be returned to service promptly, and compensated for all regular assigned time lost from the date first withheld from service without pay. If after the examination the employee is further withheld from service, the employee will be advised in writing within ten (10) days of such decision.
- (3) In cases where a dispute arises with respect to the medical condition of an employee, such cases shall be handled in accordance with the Carrier's medical rules concerning disputed cases.

RULE 36. PERSONAL INJURIES

(a) Employees injured while at work are required to make a detailed written report of the circumstances of the accident immediately or just as soon as they are able to do so after receiving medical attention, if medical attention is required.

(b) Proper medical attention shall be given at the earliest possible moment, and the employee shall be permitted to return to work just as soon as they are able to do so, pending final settlement of the case. However, such injured employees remaining away from work after recovery shall not be held to be entitled to compensation for wage loss after they are able to return to work. All claims for personal injuries shall be handled with the designated department of the Carrier.

RULE 37. NOTICES OF INTEREST

A place will be provided inside all car repair shops, yards and locomotive shops where proper notices of interest to employees may be posted.

RULE 38. RIGHTS OF GENERAL COMMITTEES

General committees representing employees covered by this agreement will be granted the same consideration as is granted general committees representing employees in other crafts within the service of the Carrier.

RULE 39. PROTECTION OF EMPLOYEES AND CONDITIONS OF FACILITIES

(a) Employees will carefully observe the rules of the Carrier, designed to avoid accident and personal injuries.

(b) Employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room and pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains.

(c) When it is necessary to make repairs to engines, boilers, tanks, and tank cars, such parts shall be cleaned before mechanics are required to work on same. This will also apply to cars undergoing general repairs.

(d) Employees will not be assigned to jobs where they will be exposed to sand blast and paint blowers while in operation.

(e) All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

(f) Shops, repair yards, and train yards where Carmen are employed, will be kept as clean as will reasonably permit.

(g) Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and wash rooms will be kept in good repair and in a clean, dry, and sanitary condition.

(h) Shops, locker rooms, and wash rooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the point in question

RULE 40. APPRENTICESHIP TRAINING PROGRAM

(a) Selection of Apprentices.

Management shall select apprentices on the basis of the applicant's qualifications.

(b) Training Period.

(1) Apprentices shall serve three (3) training periods of two-hundred forty-four (244) work days each totaling seven-hundred thirty-two (732) work days. A vacation day shall be considered the same as a training day. Six (6) hours shall constitute a day of service, however, an apprentice will not be credited for more than one (1) day in a twenty-four (24) hour period. These training periods contemplate days of actual work on regular days, holidays and rest days.

(2) Apprentices who are not promoted shall work under the direction of a journeyman/carman and two apprentices shall not be directed to work together as partners.

(c) Probationary Period.

(1) All apprentices shall be subject to a probationary period of one-hundred twenty-two (122) work days during which period they may be removed from service at any time without an investigation as provided for in Rule 34 if their training record is not satisfactory or if they are determined by the Carrier to show insufficient aptitude or interest in learning the trade. The local committee will be notified before such action is taken.

(2) Nothing in this section shall be construed as prohibiting an apprentice from being dismissed, suspended or dropped from the Apprenticeship Program for cause subsequent to the probationary period through the procedures of the applicable discipline rule of the Collective Bargaining Agreement.

(d) Hours of Work.

Apprentices shall be assigned to the same hours, starting time and work weeks to which Carmen are assigned at the facility involved, except that apprentices shall be assigned to the first shift during the first one hundred twenty-two (122) work days of their apprenticeship. There shall be no compensation for apprentices as a result of changing shifts during their training period. Apprentices shall not be placed on overtime list and will be used for overtime only when all available Carmen on the overtime call list have been called, except as provided in Section 14 hereof.

(e) Technical Instruction.

(1) Each apprentice including promoted under Section (n), will receive and must complete a course of instruction on the technical subjects related to the craft, the costs of which shall be paid by the Carrier. This related instruction may include classroom instruction provided on Carrier property, classroom at outside vocational or trade schools and Computer Based Training courses. The total amount of related instruction will be at least eighty (80) hours per year. The Carrier will pay for cost of drawing instruments and supplies which will become the property of apprentice upon satisfactory completion of apprentice training. If the training is terminated for any reason prior to completion, the drawing instruments and unused supplies shall be returned to the Carrier in good condition or the cost may be deducted from the employee's wages due.

(2) When the Carrier determines that an apprentice has not maintained satisfactory progress on related technical training, the apprentice may be dropped from the apprenticeship program, which shall be handled in accordance with the applicable discipline rule if after the probationary period specified in Section 3. Progress in connection with correspondence lessons and/or classroom attendance, or other training facility, will not be considered satisfactory if the apprentice becomes delinquent in completing his training or fails to attend more than one classroom assignment, or if the apprentice becomes more than two (2) months behind in any required training, however, illness or other causes beyond the control of the apprentice will be taken into consideration. An apprentice dismissed from service solely because of unsatisfactory technical training progress will be immediately reinstated if he completes required training within the timeframe specified by the employee's manager. This provision will only be permitted once during the apprenticeship.

(3) Working days (minimum of six (6) hours) spent in Carrier authorized training schools, provided the full course is satisfactorily completed, will be counted as training days required under Section 2.

(f) Transfers.

(1) An apprentice may, without penalty to the apprenticeship, request permanent transfer to another location on the system with such request to be contingent upon the concurrence of local managers and Local Committee at both points.

(2) On a voluntary basis, with no additional burden to an apprentice, the Carrier may send an apprentice to another point for up to one (1) period (two hundred twenty-four (244 days) to further his training. He shall not be counted in the ratio of apprentices at that point. When such transfer is to a facility more than thirty (30) miles from the apprentice's present facility, fifteen (15) calendar days' advance notice will be given, and the following special rules will apply (this does not include permanent transfers voluntarily made by the apprentice or temporary transfers allowed at the request of the apprentice and not required by management):

(a) Transportation for the initial trip to the away-from-home point and for the final return trip for the transfer back to home point will be furnished by the Carrier or at the Carrier's option, the Carrier's authorized rate per mile will be paid for the round trip. In addition, for that round trip, the apprentice shall be allowed the straight time hourly rate of pay while traveling. Meals and lodging will be provided by the Carrier or the employee will be reimbursed for actual reasonable necessary expenses at the Carrier's option.

(b) If the transfer of the apprentice is for the purpose of attending a technical or manufacturer's school he shall be paid the hourly rate of his position for eight (8) hours per workday, five (5) workdays per week, during such periods of assignment. The Carrier will provide meals and lodging or at the Carrier's option, the employee will be reimbursed for actual reasonable necessary expenses.

(g) Apprentice Seniority.

(1) Apprentices will hold seniority as such, to commence as of the first day worked in that capacity; however, during the apprenticeship period, this seniority will be utilized only for the purposes of vacation selection, transfers, reduction and recall of forces, for choice of working hours, and rest days when more than one apprentice is in training at the same location and a seniority preference can be honored without interfering with training in the various aspects of work. An apprentice who permanently transfers to another location will establish a seniority date at the new work location as of the first day worked at such facility and will, after thirty (30) days, forfeit the prior seniority date originally established at the former location.

(2) An apprentice who holds seniority as a carman-toolman, carmen helper or coach cleaner will retain and accumulate that seniority until the employee completes the required probationary period as provided in Section 3.

(i) Administration.

The Carrier shall designate a person to coordinate the apprenticeship program and the training program as outlined. Adequate records will be maintained as to the work experience, related instruction and progress of each apprentice and will be made available for inspection to the General Chairman. These records for any apprentice may be destroyed sixty (60) days after his certificate of completion has been issued.

(j) Training Schedule.

Apprentices will receive training and on-the-job experience in below listed aspects of their trade sufficient to enable them to perform their duties in an efficient and workmanlike manner. Insofar as practicable, on-the-job training and technical training will be on the same subject at the same time. It is recognized that because the facilities and work vary from point to point, the training schedules will vary accordingly in order to properly train the apprentice for the work most likely to be performed as a Carman. These training schedules are not intended to change classification of work rules or jurisdictional practices. (The time periods listed for the various categories are suggested guidelines only and may vary from location to location.):

Orientation and Open Top Loads	Two Months
Welding	Three Months
Air Brake Maintenance and Repair	Three Months
AAR Rules	Three Months
In Yard Train Inspection	Three Months
Freight Car Repair	Four Months

(k) Ratio of Apprentices.

(1) The ratio of apprentices shall not be more than one (1) to every five (5) journeymen.

(2) When the needs of the service require more apprentices than the one (1) to five (5) ratio, the matter shall be submitted to the Local Chairman for approval.

(l) Safety.

Apprentices shall receive full instruction on safety throughout their training period.

(m) Promotion of Apprentices.

(1) The promoting of apprentices to positions of journeymen maybe made when all journeymen at the seniority point are assigned to work not less than forty (40) hours per week (except in a week in which a holiday occurs) and there are no additional qualified Carmen available on the system who have indicated their desire to fill the vacancy.

(2) The promoting of apprentices to service as Carmen will be made in seniority order. Before being promoted to the position of Carmen the apprentice must signify in writing his desire to become promoted and that he will continue to work in an promoted capacity whenever such work is available to him.

(3) Apprentices promoted under this Agreement shall continue to accumulate seniority as apprentices and all time worked as a Carman will be credited to their apprenticeship time. Upon completion of the time specified in this Apprenticeship

Agreement, apprentices promoted in accordance with this Agreement will receive a seniority date on the seniority roster for Carmen at the seniority point employed.

(4) Prior to being promoted, apprentices with less than sixty (60) days' service may be tested to ensure an acceptable minimum level of competence. Tests utilized will be approved by the Carrier's designated representative.

(5) If qualified Carmen with a Carrier service relationship desiring employment become available at locations where apprentices are promoted, such qualified Carmen will be employed in preference to promoted apprentices.

(6) Apprentices returning from military service will be permitted to displace junior employees upgraded during their absence.

(7) Apprentices who have served four-hundred eighty-eight (488) days of actual service of their apprenticeship will automatically be promoted at the point employed provided no journeyman Carmen are furloughed at that point and no senior apprentices are demoted as provided herein. If journeyman Carmen are subsequently laid off in force reduction, apprentices that are automatically upgraded under this agreement will be demoted in reverse order of promotion. Journeyman Carmen furloughed at other points may displace any promoted apprentice including those automatically promoted under this Agreement in which case the apprentice displaced will be demoted. When the Carrier's complement of journeymen cannot be filled by calling back furloughed Carmen at the point involved, apprentices who have served four-hundred eighty-eight (488) days and who have been set back as provided herein will again automatically be promoted.

(8) Apprentices who are promoted will be eligible to perform overtime service.

(9) Apprentices promoted as provided herein will not be subject to entry rates progression of the National Agreement or as modified herein above.

(n) Tools.

(1) After completion of the first training period, an apprentice may be issued a set of Carrier hand tools for use in the performance of assigned duties as an apprentice and after completion of apprenticeship. The employee will be responsible for maintaining tools issued in proper order, including the replacement of lost or missing tools; however, the Carrier will replace items broken under normal usage.

(2) The set of tools referred to will generally consist of those items listed below, it being understood that the tools furnished may vary from location to location in view of the specific type of work the respective employees may be required to perform at such locations:

2" Drive Socket Set
12" Open End Adjustable Wrench
5/8" Drift Pin
Center Punch and Chisel
1 Set Phillips and Standard Screw Drivers
Channel locks
Pliers
Appropriate Combination Open End and Box End Wrenches - 3/8" to 1"
10" Pipe Wrench

(o) Completion of Apprenticeship.

(1) The apprentice will be accorded a journeyman seniority date at the completion of seven-hundred thirty-two (732) work days and will be provided a certificate attesting to the completion of the course of instruction and training necessary to qualify as a journeyman Carman.

(2) An apprentice who is not in an promoted status at the time of being accorded a journeyman's seniority date, will be given an exercise of seniority in order to place themselves on a Carman's position.

(3) Employees who enter military service or lose time due to National Guard or military reserve training will be granted a retroactive journeyman's seniority date in accordance with legal requirements of applicable veterans' reinstatement legislation.

RULE 41. CARMEN QUALIFICATIONS

Any man who has served an apprenticeship, or who has had three years (732 work days) experience as a Carman, and is capable of performing car work, and who with the aid of tools with or without drawing can lay out, build or perform the work of his craft or occupation in a mechanical manner within a reasonable length of time, may qualify as a Carman.

RULE 42. CARMEN CLASSIFICATION OF WORK

(a) General. Carmen's work, including Toolmen, Apprentices and Helpers, regardless of material used, shall consist of assembling or building, inspecting, repairing or maintaining, upgrading and dismantling the underframes and superstructures of the following equipment which can be coupled for use in trains.

Revenue and Non-revenue Freight Cars - (except repair and testing of tanks for tanks cars)

On-track Work Equipment in Denver Engineering Services Shop – prep & paint work on equipment, windows, woodwork, seat cushion and arm rests, lading tie-down.

Caboose and Outfit Cars – (except work relating to lighting, power generating and transmissions systems)

Locomotives – Remove, repair, compress and apply all draft gears; remove, replace and apply couplers; build, repair, remove and apply all windows, window and door locks, remove and replace flooring regardless of material used.

(b) Carmen's work regardless of materials used, shall consist of the following when performed in conjunction with the equipment outlined in (a) above:

Trucks – Assemble, inspect, maintain or repair, upgrade and dismantle non-powered trucks.

Bearings – Remove and apply roller bearings by use of portable presses when done outside of system wheel shops.

Piping – Cut, thread, bend, apply, inspect, repair and remove all piping related to air brake system of freight cars.

Brakes – Install, adjust, inspect, maintain and remove handbrakes, and brake rigging for both body or truck-mounted brake systems, including brake beams and slack adjusters (except on power trucks).

Brake Control Valves – Install, inspect and remove control valves as well as cutout and angle cocks, hoses, relay and retainer valves and bleed rods used in conjunction therewith. Dismantle, inspect, repair, clean, oil and test brake control valves.

Coupler, Draft Gears and Yokes – Install, inspect, repair or maintain and remove (including compressing draft gears on cars and locomotives).

Lading Tie-Down Devices – Install, inspect, repair or maintain and remove when done on Carrier's property.

Miscellaneous – At locations where Carmen are employed at shops or train yards, they should perform the following duties, including repairs to cars set out on line of road:

AAR write-up of billing repair cards, operate car movers whether on or off track type, laying out material, operating punches and shears; shaping and forming, straightening, fabricating, applying metal roofing, insulation, hatch doors and plug doors, and operating hand forges and heating torches.

Painting – Preparation, remove paint, by grinding or sanding and perform necessary surfacing. Gritblast of paint when equipment is available. Prime or apply car cement or other weatherproof and sealing compounds. Apply metal or

wood preservatives, varnish or paint. Cut and apply stencils or decals for decorating lettering and numbering, including reflective sheeting type stencil.

Upholstering – At locations where Carmen are assigned in shops as upholsters, the layout, applying, inspecting, repair and removal of flooring and floor coverings, seat cushions.

Vehicles – Operate vehicles in connection with the performance of carman's work. Operators of such must be qualified for operating said vehicles on public roads as required by law or Carrier policy or training requirements.

Miscellaneous Shop Work – Regardless of material used, all laying out, fabricating and assembling of trays, shelves, bins, boxes, tables, benches cabinets, buggies and housing when such items are constructed at a car repair location by Carrier employees for use at a car repair location.

Carmen must be able to use all types of welding and/or burning equipment used in connection with the performance of Carmen's work. Carmen must be able to safely use any tools, equipment and machinery necessary in the performance of their assigned duties in order to expedite the completion of the work in a timely fashion.

Load Securing & Adjusting– Securing or adjusting of loads on one-spots and designated repair tracks at major terminals where Carmen are employed will be performed by Carmen except as follows:

- (1) Improperly loaded cars where the consignee is responsible for securing or adjusting the load to conform to open-top loading rules.
- (2) When the Carrier does not have the required equipment available at such location to perform the work.
- (3) When service requirements are such that the car cannot be immediately switched to a repair track for load adjustment or shifting, or when the condition of the load is such that it would be unsafe or impractical to move the car to the repair track.
- (4) When the load is such that the use of Carmen forces would not be practical, such as loads of unusual or hazardous materials.
- (5) Trans-loading the commodity to and from the car and other equipment.
- (6) When to do so would cause substantial delay to the Carrier's operation.
- (7) Major terminals as referred to above are home points listed in Rule 25 except those that are indicated with an asterisk*.

(c) The intent and purpose of this rule is to identify and reserve work presently performed by Carmen which has been acquired by agreement or systemwide practice, and this rule is not intended to expand or extend jurisdiction where the work is performed by employees of another craft as of the effective date of this agreement. If work generally recognized as Carmen's work has been

omitted from this rule, such omission is not an admission that such work is not generally recognized as Carmen's work.

If the Carrier resumes operation of passenger trains in the future, the work formerly performed by the Carmen's craft on passenger equipment will be reinstated in the Classification of Work Rule.

RULE 43. CARMAN-TOOLMAN CLASSIFICATION & WORK

- (a) When the Carrier is unable to employ a Carman with the qualifications required in Rule 41, the Carrier may employ individuals as Carmen-Toolmen with sufficient experience in the use of tools used in the Carman's Craft.
- (b) Carman-Toolman will perform all work as defined in Rule 42.
- (c) Carman-Toolman will not be retained in service when journeymen Carmen with a Carrier service relationship become available. (See appendix X for journeymen displacement rights over Toolmen)

RULE 44. APPRENTICE CLASSIFICATION OF WORK

Apprentices will perform all work as defined in Rule 42.

RULE 45. TRAVELING CAR INSPECTOR

(a) Traveling Car Inspector positions will be established as monthly rated positions pursuant to Rule 9, as determined necessary by the Carrier to meet operational needs.

(b) Traveling Car Inspector positions shall be filled on the basis of qualification and fitness, with management to be the judge of qualification and fitness. If, in the determination of the management, qualification and fitness are sufficient, seniority will prevail in the assignment.

(c) Traveling Car Inspectors assigned to outlying points will be handled in accordance with Rule 25, with first consideration to be given to applicants(s) employed within the geographic boundaries of the Home Point. If no qualified applicant is selected, the consideration will be given to applicants outside of the home point geographic boundaries. If an employee is selected from another home point area, he will not acquire any new seniority but will retain his current home point seniority. Carmen assigned to Traveling Car Inspector positions shall retain seniority at their home point.

(d) There is nothing contained in this Rule nor any other Agreement that recognizes positions established pursuant to this Rule will be filled on rest days, vacation, or if the position is vacant for any other reason when, in the judgment of the management, the position does not required it to be filled.

(f) The elimination of such position(s) at a point will not be considered as an abandonment as contemplated under Section 1 of Article I of the Agreement dated September 25, 1964.

RULE 46. COACH CLEANERS

(a) Coach Cleaners' work will consist of supplying and cleaning interior and exterior of passenger/commuter car equipment which will include cleaning all upholstery, linoleum, stainless steel trim, vestibules, windows, sinks, walls ceiling and retention type toilets and other work as defined in Rule 42.

(b) The starting time of any shift shall be based on service requirements. This rule is not to be construed to interfere with present practice of starting employees at different times at certain points where service requirements demand, but this practice will not be extended except to meet special service requirements that might arise, and then only after a mutual understanding with the local committee.

(c) Coach Cleaners at outlying points may be worked eight hours within a period of twelve consecutive hours.

(d) Coach Cleaners may be assigned to any other unskilled work during their eight (8) hour period of service as required by management.

RULE 47. CARMEN HELPERS

Employees regularly assigned to help Carmen, toolmen and apprentices, engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting, operators of sand blast machines, removing of paint on other than passenger cars preparatory to painting, painting with spraying machines on freight car equipment, operators of bolt threaders, nut tappers, drill presses, punch and shear operators; holding on rivets, striking chisel bars, side sets, and backing out punches using backing hammer and sledges in assisting Carmen in straightening metal parts of cars; car oilers and packers; applying and removing brasses on cars; cleaning journals, repairing steam and air hose, assisting Carmen in erecting scaffolds, and all other work generally recognized as Carmen helper's work, shall be classified as helpers.

RULE 48. RATES OF PAY

The following rates of pay for Journeymen, Toolmen, Apprentice, Coach Cleaners and Helpers are applicable:

	<u>Hourly</u>	<u>Monthly</u>	<u>Rate Progression</u>
Carman	21.81	4,574.57	
Carman Toolman	21.81	4,574.57	Rule 50
Safety Coordinator (see appendix AA for position)		4,318.09	
Carman Apprentice			
1st 244 days	18.05		2nd
244 days 18.50			
3rd 244 days	19.27		
Helper	18.31		Rule 50
Coach Cleaner	18.31		Rule 50
<u>Differentials</u>			
Classroom Instructor	.50		
Lead Workman	.50		
Car Inspector HOS	.50		
Welder	.25		
AAR Write-Up & Layout Work	.25		
Locomotive/Passenger	.06		

Basic rates of pay shall be rounded to the nearest whole cent. Fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent. The above rates of pay also reflect any COLA that may be applicable to the rates.

RULE 49. DIFFERENTIALS FOR CARMEN

(a) Carmen who perform the work listed below shall receive a differential per hour above the minimum rate paid to journeymen Carmen for each hour actually spent performing the listed work as set forth below:

- (1) Classroom Instructor - A Carman designated by the Carrier to provide classroom instruction shall receive a differential of fifty (50) cents per hour.
- (2) Lead Carmen - In small gangs, a Lead Carman may be assigned who will take the lead and direct the work of other members of the gang. For such services a differential of fifty (50) cents per hour will be paid in addition to the established rate of the craft. Such positions will be bulletined and the senior applicant assigned if in the opinion of management such applicant possesses the necessary fitness and ability. A fair trial as referred to in Rule 13(a) is not applicable to such position.

- (3) Car Inspector-Hours Of Service – Carmen assigned to Car Inspector HOS positions shall receive a differential of fifty (50) cents per hour (see appendix Z for HOS agreement).
- (4) AAR Write-Up – Carmen assigned to a full time (bulletined) positions whose duties consist in part of preparation of billing forms, auditing and inputting of data of work performed under the interchange rules of the Association of American Railroads shall receive twenty-five (25) cents per hour above the minimum rate paid Carmen.

Carmen bidding or displacing to AAR Write-Up positions must be qualified or demonstrate qualifications to the Carrier prior to assignment to such position. A fair trial as referred to in Rule 13(a) is not applicable to such positions.
- (5) Layout Work - Carmen assigned to a full time (bulletined) position established for performing layout work, shall receive a differential of twenty-five (25) cents per hour.
- (6) Welders - Carmen performing welding work shall receive a differential of twenty-five (25) cents per hour.
- (b) When performing the above work for four (4) hours or less in any one day, Carmen will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day.
- (c) There shall be no compounding or pyramiding of the above differentials.
- (d) Differentials are payable to a covered employee for each hour actually spent performing the work for which the differential is granted and is not payable for any non-working hours for which the employee receives remuneration, except that such differential shall be included in vacation pay of an employee regularly assigned to a position for which a differential is paid for the entire day.
- (e) This Rule is applied in accordance and subject to Letters dated October 13, 1993, included herein as Appendix R.

RULE 50. RATE PROGRESSION

Pursuant to Article III of the of the Agreement dated November 19, 1986, Carmen Toolmen, Coach Cleaners, and Helpers entering service on and after the November 19,1986 shall be paid as follows for all service performed within the first sixty (60) calendar months of service:

- (a) For the first 244 days of service, new employees shall be paid 75% of the applicable rates of pay (including COLA for the class and craft in which service is rendered.
- (b) For the second 244 days of service, such employees shall be paid 80% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (c) For the third 244 days of service, such employees shall be paid 85% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (d) For the fourth 244 days of service, such employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (e) For the fifth 244 days of service, such employees shall be paid 95% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (f) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the sixty (60) month period.
- (g) During any portion of the sixty (60) month period of employment in which any employee serves as an upgraded apprentice the employee shall be paid at the appropriate percentage of the applicable mechanic rate.
- (h) Once the employee has achieved journeyman status, entry rates shall no longer apply.

(See appendix T for locations where entry rates have been waived)

RULE 51. WRECKING CREWS

(a) Regularly assigned wrecking crews will be composed of carmen, toolmen and apprentices and where sufficient men are available preference will be given to those employees assigned to the repair track on the first shift, second shift and third shift in that order, and will be paid for such service under Rule 8, except that the proper officer may select wrecking engineers from any class within the Carmen's craft in service giving preference to journeymen Carmen. Meals and lodging will be provided by the Carrier while crews are on duty in wrecking service.

(b) When needed, employees of any class may be taken as additional members of wrecking crews to perform duties consistent with their classification.

(c) When the wrecking outfit is used for wrecks or derailments outside of yard limits, a sufficient number of the regularly assigned crew as determined by the Carrier, will be called. The crew need not accompany the outfit.

(d) For wrecks or derailments within yard limits, Carmen on duty will be used to perform the work. If a sufficient number of Carmen are not on duty or available in the yard due to service requirements where a wrecking crew is established, members of the wrecking crew, as needed, will be called, if available. If a sufficient number of Carmen are not on duty where no wrecking crew is assigned, Carmen will be called from the overtime list.

RULE 52. WRECKING SERVICE – USE OF CONTRACTOR EQUIPMENT WITH OR WITHOUT FORCES (Modifies Article VII of the National Agreement dated December 4, 1975)

(a) When the Carrier utilizes the equipment of a contractor (with or without forces) for the performance of wrecking or derailment service, qualified Carmen will be used as follows:

(1) Carmen will be called to work with the contractor. The number of Carmen called will be equal to the number of pieces of the contractor's rerailing equipment with a minimum of two (2) Carmen, but not to exceed four (4) Carmen. If the Carmen are sent from a location where a wrecking crew is assigned, Carmen from the regularly assigned wrecking crew, if available, will be taken. If Carmen are used from a location where no wrecking crew is assigned, any Carmen may be used if service requirements permits.

(2) When the Carrier elects to call a contractor for any wrecks or derailments, it is understood that the necessary wrecking crew members and/or Carmen as nearly as possible, will be called so as to arrive at the derailment a about the same time as the contractor's crew.

(b) The above does not change or modify the practice of using train, engine and yard crews to rerail equipment being operated by them at the time of the derailment, provided the derailment does not require the use of the wrecker outfit or emergency road truck and tools other than frogs or block.

(c) This rule in no way limits the Carrier's right to abolish or create wrecking crew as it deems necessary to meet the operational needs.

RULE 53. PRINTING OF AGREEMENT

The Carrier will have copies of the agreement printed in booklet form and made available to employees subject to the provisions of this agreement.

RULE 54. EFFECTIVE DATE AND CHANGES

(a) This Agreement shall be effective September 1, 2003, and shall remain in full force and effect until changed or modified as provided herein, or under the provisions of the Railway Labor Act, as amended.

(b) Wherever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply.

(b) Should either of the parties desire to revise or modify these rules, thirty (30) calendar days advance written notice containing the proposed changes shall be given and conference shall be held before the expiration of said thirty (30) days, unless extended by mutual agreement.

(c) This Agreement supersedes all previous agreements, understandings and interpretations which are in conflict with this Agreement covering Carmen currently working under the provisions of Union Pacific Railroad Collective Bargaining Agreement dated November 1 1976 and the Missouri Pacific Railroad Collective Bargaining Agreement dated September 1, 1981, represented by the Brotherhood Of Railway Carmen, a Division of TCU.

(d) In printing this Agreement to include applicable parts of the several national negotiated agreements and other memoranda, it is not the intention of the parties' signatory hereto to change or modify the application and/or interpretation thereto. Should a dispute arise through the omission of, or slight change in, language used in the National Agreement or original memorandum, the original language shall be controlling, unless or until said language has been subsequently changed, revised or canceled by agreement or interpretation between the parties involved.

FOR THE:

FOR THE:

BROTHERHOOD RAILWAY CARMEN

UNION PACIFIC RAILROAD

/s/ L. C. Bauman
LENNIE BAUMAN
GENERAL CHAIRMAN, BRC

/s/ Michael D. Phillips
MIKE PHILLIPS
DIRECTOR LABOR RELATIONS

APPROVED:

/s/ R. A. Johnson
RICHARD A. JOHNSON
GENERAL PRESIDENT, BRC

/s/ Dan Moresette
DAN MORESETTE
GENERAL DIRECTOR LABOR RELATIONS

UNION SHOP AGREEMENT

This Agreement made this 4th day of February, 1953, by and between the Union Pacific Company, and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations,

IT IS AGREED:

SECTION 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all Employees of this Carrier now or hereafter subject to the rules and working conditions Agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such Agreements, become members of the organization party to this Agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such Employees 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 until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions Agreements.

SECTION 2.

This Agreement shall not apply to Employees while occupying positions which are accepted from the bulletining and displacement rules of the individual Agreements, but this provision shall not include Employees who are subordinate to and report to other Employees who are covered by this Agreement. However, such expected Employees are free to be members of the organization at their option.

SECTION 3.

A) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such Agreements, 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 Employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such Agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

B) The seniority status and rights of Employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this Agreement but such Employees shall, upon resumption of employment, be considered as new Employees for the purposes of applying this Agreement.

C) Employees who retain seniority under the rules and working conditions Agreements governing their class or craft and who, for reasons other than those specified in Subsection (A) and (B) of this section, are not in service covered by such Agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they are not in service covered by such Agreements, but they may do so at their option. Should such Employees return to any service covered by the said rules and working conditions Agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

D) Employees who retain seniority under the rules and working conditions Agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions Agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose Agreement covers the other class of service shall not be required to be members of another organization party hereto whose Agreement covers the other class of service until the date the Employees hold regularly assigned positions within the scope of the Agreement covering such other class of service.

SECTION 4.

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 Employee upon the same terms and conditions as are generally applicable to any other members, or if the membership of such Employee is denied or terminated for any reason other than the failure of the Employee 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" if they are required of all Employees in the same status at the same time in the same organizational unit.

SECTION 5.

A) Each Employee covered by the provisions of this Agreement shall be considered by a Carrier to have met the requirements of the Agreement unless and until such 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 shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. 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 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 advised 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 highest officer of the Carrier designated to handle appeals under this Agreement. 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 Employee 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 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 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 Employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(C) below. Any request for selection of a neutral person as provided in Section 5(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 on appeal by the highest officer on the carrier designated to handle appeals under this Agreement the organization or

the Employee involved requests such highest officer in writing by registered mail, return receipt requested, a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Agreement or his designated representative, the Chief Executive of the organization or his designated 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 Employee 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 Employee, and the organization shall be promptly advised thereof in writing by registered mail, return receipt requested. If the position of the Employee is sustained, the fees, salary and expenses of the neutral arbitrator, shall be borne in equal shares by the Carrier and the organization; if the Employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the organization and the Employee.

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 a 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 6.

Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an Employee until such time as a qualified replacement is available. The Carrier may not, however, retain such Employee 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 5, or ninety calendar days from date of receipt of notice from the organization in cases where the Employee does not request a hearing. The Employee 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 of the respective Agreements but the Employee 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 involved.

SECTION 7.

An Employee 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 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this Agreement is that an Employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the organization or other Employees based upon an 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 6, or while such determination may be stayed by a court, or while a discharged Employee 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 Employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Agreement or upon an alleged violation, miss-application or non-compliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an Employee'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 Employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

SECTION 8.

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 conclusion with any Employee; provided further that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by Employees whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

SECTION 9.

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

SECTION 10.

A) The Carrier party to this Agreement shall periodically deduct from the wages of Employees subject to this Agreement periodic dues, initiation and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate; provided, however, that the requirements of this Subsection (A) shall not be effective with respect to any individual Employee until he shall have furnished the Carrier with a written assignment to the

organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this Agreement whichever occurs sooner.

B) The provisions of Subsection (A) of this section shall not become effective unless and until the Carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such Agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

SECTION 11.

This Agreement, shall become effective on the 31st day of March, 1953, and is in full and final settlement of notices served upon the Carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate Agreement between the Union Pacific Railroad Company and those Employees represented by each of the organizations signatory hereto. This Agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Omaha, Nebraska, this 7th Day of March, 1953.

FOR THE CARRIER:

E. J. Connors
Vice President

**EMPLOYEES' NATIONAL CONFERENCE COMMITTEE,
SEVENTEEN COOPERATING RAILWAY
LABOR ORGANIZATIONS:**

G. E. Leighty
Chairman

RAILWAY EMPLOYEES' DEPARTMENT

A. F. of L.
Michael Fox
President

MEMORANDUM AGREEMENT

It is agreed that in the application of the Union Shop Agreement signed this date in Omaha, Nebraska, that any Employee in service of the date of this Agreement who is not a member of the union representing his craft or class and will make affidavit he was a member of a bona fide and recognized religious group, on the date of this Agreement, having scruples against joining a union, will, if he would otherwise be required to join a union member under the Union Shop Agreement, be deemed to have met the requirements of the Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues and assessments to the organization representing his craft or class.

Signed at Omaha, Nebraska, this 7th Day of March, 1953.

FOR THE UNION PACIFIC RAILROAD COMPANY:

E. J. Connors
Vice President

EMPLOYEES' NATIONAL CONFERENCE COMMITTEE,
SEVENTEEN COOPERATING RAILWAY
LABOR ORGANIZATIONS:

G. E. Leighty
Chairman

RAILWAY EMPLOYEES' DEPARTMENT

A. F. of L.
Michael Fox
President

AGREEMENT
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
AND THE
BROTHERHOOD OF RAILWAY CARMEN OF THE UNITED STATES
AND CANADA

In accordance with the Provisions of Article 11 of the National Agreement signed at Washington, D. C. on May 10, 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 Brotherhood of Railway Carmen, hereinafter referred to as the "Organization", shall be made effective January 1, 1974.

IT IS AGREED:

Section 10(b) of the Union Shop Agreement between Union Pacific Railroad Company and the Brotherhood of Railway Carmen dated March 7, 1953, is hereby amended in accordance with the May 10, 1973, National Agreement providing that the Carrier will withhold dues, initiation fees and assessments (not including fines and penalties) uniformly required by and payable to the Organization as a condition of acquiring and/or retaining membership in the Organization. No costs will be charged against the Organization or affected employee in connection with the dues deduction.

The designated representative of the Organization shall furnish to the Carrier an initial statement, in alphabetical order, showing deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, not later than 15th day of the month in which the deductions become effective. Subsequent deduction amounts may not be changed more often than once every three (3) months, however, the designated representative of the Organization may furnish to the Carrier a supplemental monthly statement showing additions or deletions to the initial statement, in the manner and form specified in Attachment "A". If no changes are furnished by the 15th day of the month, the last previous list on file with the designated Carrier officer shall remain applicable. No such deduction shall be made except from the wages of an employee-member who has executed a "Wage Assignment Authorization", substantially in the tenor and form of the sample appended hereto as Attachment "B", such authorization having been furnished the Carrier by the designated representative of the Organization. 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.

Said deductions will be made only from wages earned in the last payroll period of each month and shall be remitted by voucher or check on or before the 25th day of the month next following to the designated representative of the Organization. The Carrier will furnish

individual, uniform alphabetical deduction lists (in triplicate) for each local unit each month. Such lists will include the employee's name, in alphabetical order, Social Security Number or employee number, Lodge number and amount of Union dues deducted from the wages of each affected employee.

If earnings of an affected employee-member on that payroll are insufficient to permit deduction of the full amount specified on the deduction list, giving due effect to any and all deductions having priority as hereinafter provided, no deduction will be made and the Carrier shall not be responsible for such collection. The following payroll deductions, as a minimum, will have priority over the deductions called for by the Dues Deduction 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 on Union Pacific Railroad Employees Hospital Association dues. No deductions will be made from special payrolls.

The deductions provided for herein shall not be effective with respect to any employee-member until the Carrier has been furnished with a properly executed Wage Assignment Authorization covering such monthly membership dues, initiation fees, and assessments. Such assignment shall be revocable in writing at any time after the expiration of one year from the date of its execution, or upon termination of this Agreement, or upon termination of the rules and working conditions agreement between the parties hereto, whichever is sooner. The revocation of a wage assignment shall be substantially in the tenor and form of the sample appended hereto as Attachment "C". Wage Assignment Revocation forms shall be delivered to the designated Carrier officer not later than the 15th day of the month in which the termination of deduction is to become effective.

Except where the Carrier has made a clerical error in the deduction of dues, which shall be promptly adjusted, 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 employee; 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 employee predicated upon any alleged violation of, or misapplication or non-compliance with, any part of this Agreement.

Except for remitting to the Organization monies properly deductible from the wages of employee-members, as provided for herein, the Organization shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses or damage resulting from the entering into of this Agreement or arising or growing out of any dispute or litigation resulting from any deductions made by the Carrier from the wages of its employees for or on behalf of the Organization; provided, however, that this provision shall not apply to any case in which the Carrier is the plaintiff or the moving party in the action.

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 this Agreement which may be in conflict with or violate any applicable state or federal law now in existence or enacted during the term hereof.

This Agreement cancels and supersedes all rules, agreements or understandings inconsistent or in conflict with the foregoing provisions and shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended.

Signed at Omaha, Nebraska, this 15th day of November, 1973.

**BROTHERHOOD RAILWAY CARMEN OF
THE UNITED STATES AND CANADA**

(signed) H L. Buckley
General Chairman

**FOR THE UNION PACIFIC
RAILROAD COMPANY**

(signed) F. D. Acord
Chief Mechanical Officer

(signed) R. M. Brown
Chief Engineer

(signed) P. F. Broughan
General Storekeeper

ATTACHMENT "A"

BROTHERHOOD OF RAILWAY CARMEN

Mr./Mrs./Ms Title:

Location: Department:

Deduction list covering the month of 19-.

Employee Name	Employee No.	Occupation	Amount
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Total Number of Employees Listed

I hereby certify that the above listed individuals are members of the Brotherhood of Railway Carmen, 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.

Financial Secretary

Street No.

City, State & Zip Code

Lodge No. Date

ATTACHMENT "B"

WAGE ASSIGNMENT AUTHORIZATION

Mr./Mrs./Ms: Title:

Union Pacific Railroad Company

Location

Employe name:

Last First Middle

Home Address: Employee No.:

City, State:

Department: Occupation:

I hereby assign to the Brotherhood of Railway Carmen, that part of my wages necessary to pay my monthly dues, assessments, and initiation fees (not including fines and penalties) in the Brotherhood of Railway Carmen, as such dues, assessments and initiation fees are reported to the Union Pacific Railroad Company by the Financial Secretary of the involved local lodge 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 November 9, 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 Local Lodge No. _____, Brotherhood of Railway Carmen in accordance with the 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.

Date Signature

Lodge Number

ATTACHMENT "C"

WAGE ASSIGNMENT REVOCATION

Mr./Mrs./Ms-, Title:

Union Pacific Railroad Company

Location

Employee name:

Last First Middle

Home Address: Employee No.:

City, State:

Department: Occupation:

Effective _____, 20____ I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood of Railway Carmen, 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.

Date Signature

ADDENDUM TO DUES DEDUCTION AGREEMENT
Between
MISSOURI PACIFIC RAILROAD COMPANY
and
BROTHERHOOD RAILWAY CARMEN OF THE
UNITED STATES AND CANADA,

* * * * *

In accordance with the provisions of the Voluntary Payroll Deduction of Political Contributions Agreement signed June 21, 1979, between Carriers represented by the National Railway Labor Conference and the employees of said Carriers represented by the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; International Brotherhood of Electrical Workers; Brotherhood Railway Carmen of the United States and Canada; and International Brotherhood of Firemen and Oilers, operating through the Railway Employees' Department, AFL-CIO, the parties hereby amend the following Dues Deduction Agreements International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers of November 19, 1973, International Brotherhood of Electrical Workers of November 9, 1973; Brotherhood Railway Carmen of the United States and Canada of November 15, 1973; and International Brotherhood of Firemen and Oilers of November 9, 1973, as amended, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and basis:

1. (a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employees voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "Attachment A" and made a part hereof.

(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until canceled by thirty (30) days advance written notice (Attachment B) from the employee to the Brotherhood and the Carrier by Registered Mail. Changes in the amount to be deducted will be limited to one change in each 12-month period and any change will coincide with a date on which dues deduction amounts may be changed under the Dues Deduction Agreement.

2. The General Chairman or his designated representative shall furnish the Carrier, an initial statement (Attachment C) by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement (Attachment C) showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove. If no changes are reported, the

most recent list on file with the Carrier shall be used for the purposes of this section.

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck.

4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the officer of the Organization's Political League designated to receive same, together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

5. The requirements of this agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

Signed at St. Louis, Missouri, this 31st day of January, 1980:

FOR:
BROTHERHOOD RAILWAY OF
CARMEN OF THE UNITED STATES
AND CANADA

/s/ T. S. DANIELS
GENERAL CHAIRMAN

FOR
MISSOURI PACIFIC RAILROAD COMPANY:

/s/ O. B. SAYERS
DIRECTOR OF LABOR RELATIONS

A G R E E M E N T

between the

Union Pacific Railroad Company

and

Brotherhood of Railway Carmen

* * * *

In order to more efficiently process wage deductions for uniform monthly membership dues, maintenance of membership fees, initiation fees and assessments, and voluntary political contributions, for employees covered by Collective Bargaining Agreement effective September 1, 2003, the following Agreement by and between the Union Pacific Railroad Company, hereinafter referred to as the "Carrier", and the employees thereof represented by Brotherhood of Railway Carmen, hereinafter referred to as the "Organization", shall be made effective August 1, 2006:

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, maintenance of membership fees, initiation fees and assessments (not including fines and penalties), and voluntary political contributions due the Organization from the wages due and payable to employees who are members of the Organization and who have so authorized the Carrier to do so.

The Organization shall assume the full responsibility for the procurement of authorizations for wage deductions from employees, and for notifying the Carrier of the amounts to be deducted from such employees.

Section 2. For changes occurring prior to August 1, 2006, the Local Financial Secretary/Treasurer of the Organization shall furnish to the Manager of Payroll Accounting, not later than August 5, 2006, in electronic format designated by the Carrier, a statement showing in alphabetical order, the name of each member, with Social Security number or employee number as designated by the Carrier, and the aggregate amount of current monthly dues, assessments and initiation fees, and voluntary political contributions, when applicable, for each member who has authorized such wage deductions.

Subsequently, no later than the 20th of each month, or as otherwise designated by the Carrier, the Local Financial Secretary/Treasurer shall furnish a statement in electronic format designated by the Carrier 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, maintenance of membership fees, initiation fees or assessments, or voluntary political contributions. If no changes are reported as indicated above, 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 and that monthly dues may not be split between payroll halves.

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

Federal, State, Municipal and Railroad Retirement taxes; premiums on any life insurance, hospital-surgical insurance, long-term care insurance, group accident or health insurance, or group annuities; other deductions required by law, such as garnishments and attachments; 401(K) Plan; pre-tax parking; amounts due the Carrier by the individual; and Union Pacific Railroad Employee Hospital Association dues or other Health and Welfare contributions.

If the earnings of the employee 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, maintenance of membership fees, and political contributions 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 employees 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 employee involved and the Organization and any complaints against the Carrier in connection therewith shall be handled by the Organization on behalf of the employee concerned. Nothing herein contained shall be construed as obligating the Carrier to collect any dues, maintenance of membership fees, initiation fees and assessments, or political contributions from employees 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 via electronic deposit to the account designated by the International Secretary/Treasurer of the Organization within fifteen (15) days from close of payroll for the period involved. The remittance will be accompanied by a deduction statement in electronic format to the International Secretary/Treasurer, listing for each employee the name, payroll number, employee number, amount deducted and the aggregate total. All fees will be deducted from second half payrolls only.

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 employee; 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 employee 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 employees, 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 employees 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 August 1, 2006, it supercedes any and all prior agreements pertaining to the deduction of monthly dues, maintenance of membership fees, assessments and initiation fees, and voluntary political contributions, and it shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended.

Signed this 14th day of July, 2006.

FOR THE BROTHERHOOD OF
RAILWAY CARMEN:

/s/ Lenny Bauman

INTERNATIONAL REPRESENTATIVE
BROTHERHOOD RAILWAY CARMEN

FOR UNION PACIFIC RAILROAD
COMPANY:

/s/ Dan Moresette

GENERAL DIRECTOR
LABOR RELATIONS

SHOP CRAFTS NATIONAL VACATION AGREEMENTS

The following represents a synthesis in one document, for the expressed convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Vacation Agreements of August 21, 1~954, August 19, 1960, November 21, 1964, February 4, 1965, September 27, 1967, September 2, 1969, May 12, 1972, December 4, 1978 and December 11, 1981 with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate Agreement between the parties. If any dispute arises as to the proper interpretations or application of any provision, the terms of the appropriate Vacation Agreement shall govern.

SECTION 1. (A) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(B) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each Employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(C) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each Employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(D) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each Employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred

(100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

(E) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each Employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(F) Paragraphs (A), (B), (C), (D) and (E) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(G) Service rendered under Agreements between a Carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(H) Calendar days in each current qualifying year on which an Employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an Employee with less than three (3) years of service; a maximum of twenty (20) such days for an Employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an Employee with fifteen (15) or more years of service with the employing Carrier.

(I) In instances where Employees who have become members of the Armed Forces of the United States return to the service of the employing Carrier in accordance with the Military Selective Act of 1967, as amended, the time spent by such Employees in the Armed Forces subsequent to their employment by the employing Carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing Carrier.

(J) In instances where an Employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service has rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he

was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (A), (B), (C), (D), or (E) and (1) hereof.

(K) In instances where an Employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such lengths as he could so qualify for under paragraphs (A), (B), (C), (D) or (E) and (1) hereof.

(L) An Employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same Carrier will be granted the vacation in the year of his return. In the event such an Employee does not return to service in the following year for the same Carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or General Chairman.

(From Article III - Vacations - Section 1 of May 12, 1972, Article III - Vacations - December 11, 1981 Agreements)

SECTION 2. Insofar as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 15 of such Agreement is hereby further amended to read as follows:

Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(From Article III - Vacations - Section 2 of May 12, 1972 Agreement)

SECTION 3. The terms of this Agreement shall not be construed to deprive any Employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under an in accordance with the terms of such existing rule, understanding or custom.

(From Section 3 of December 17, 1941 Agreement)

An Employee's vacation period will not be extended by reason of any of the eleven recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas and New Year's Eve Day) or any day which by Agreement has been substituted or is observed in place of any of the eleven holidays enumerated above, or any holiday which by local Agreement has been substituted therefor, falling within his vacation period.

(From Article III - Vacations - Section 3, May 12, 1972 Agreement)

SECTION 4. (A) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the Employees in seniority order when fixing the dates for their vacations.

The local committee of each Organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(B) The Management may upon reasonable notice of thirty (30) days or more, if possible, but in no event less than fifteen (15) days require all or any number of Employees in any plant, operation, or facility who are entitled to vacations to take vacations at the same time.

The local committee of each Organization affected signatory hereto and the proper representative of the Carrier will cooperate in the Assignment of remaining forces.

(From Sections 4-(A) and 4-(B) of December 17, 1941 Agreement)

SECTION 5. Each Employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the Employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given, except when emergency conditions prevent. If it becomes necessary to advance the designated ' date, at least thirty (30) days' notice will be given affected Employee.

If a Carrier finds that it cannot release an Employee for a vacation during the calendar year because of the requirements of the service, then such Employee shall be paid in lieu of the vacation the allowance hereinafter provided.

(From Section 5 of December 17,1941 Agreement).

Such Employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular pay.

NOTE: This provision does not supersede provisions of the individual collective Agreements that require payment of double time under specified conditions.

(From Article I - Vacations - Section 4 of August 21, 1954 Agreement)

SECTION 6. The Carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those Employees remaining on the job, or burden the Employee after his return from vacation, the Carrier shall not be required to provide such relief worker.

(From Section 6 of December 17,1941 Agreement)

SECTION 7. Allowance for each day for which an Employee is entitled to a vacation with pay will be calculated on the following basis:

(A) An Employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment.

(B) An Employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this Agreement.

(C) An Employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this Agreement.

(D) An Employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such Employee worked on as many as sixteen (16) different days.

(E) An Employee not covered by Paragraphs (A), (B), (C), or (D) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

(From Section 7 of the December 17,1941 Agreement)

"As to an Employee having a regular assignment, but temporarily working on another position at the time his vacation begins, such Employee while on vacation will be paid the daily compensation of the position on which actually working at the time the vacation begins, provided such Employee has been working on such position for twenty days or

more."

(From Award of Referee Wayne L Morse, November 12, 1942.)

SECTION 8. The vacation provided for in this Agreement shall be considered to have been earned when the Employee has qualified under Article 1 hereof. If an Employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop Agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the Employee has qualified therefor under Article 1. If an Employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(From Article IV - Vacations - Section 2 of August 19, 1960 Agreement)

SECTION 9. Vacations shall not be accumulated or carried over from one vacation year to another.

(From Section 9 of December 17, 1941 Agreement)

SECTION 10. (A) An Employee designated to fill an assignment of another Employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief Employee, such Employee shall receive the rate of the relief position. If an Employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another Employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving Employee will be paid.

(B) Where work of vacation or vacationing Employees is distributed among two or more Employees, such Employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing Employee can be distributed among fellow Employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(C) No Employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other Employee.

(From Section 10 of December 17, 1941 Agreement)

SECTION 11. While the intention of this Agreement is that the vacation period will be continuous, the vacation may, at the request of an Employee, be given in installments if the management consents thereto.

(From Section 11 of December 17,1941 Agreement)

SECTION 12 (A) Except as otherwise provided in this Agreement a Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu thereof under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular Employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(B) As Employees exercising their vacation privileges will be compensated under this Agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any Agreement. When the position of a vacationing Employee is to be filled and regular relief Employee is not utilized, effort will be made to observe the principle of seniority.

(C) A person other than a regularly assigned relief Employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing Agreements.

(From Section 12 of December 17,1941 Agreement)

SECTION 13. The parties hereto having in mind conditions which exist or may arise on individual Carriers in making provisions for vacations with pay agree that the duly authorized representatives of the Employees, who are parties to one Agreement, and the proper officer of the Carrier may make changes in the working rules or enter into additional written understanding to implement the purposes of this Agreement, provided that such changes or understandings shall not be inconsistent with this Agreement.

(From Section 13 of December 17,1941 Agreement)

SECTION 14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement shall be referred for decision to a committee,, the Carrier members of which shall be the Carriers Conference Committees signatory hereto, or their successors; and the Employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the Carrier members and the Employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to

dispose of any dispute or controversy.
(From Section 14 of December 17, 1941 Agreement)

SECTION 15. Except as otherwise provided herein this Agreement shall be effective as of January 1, 1973, and shall be incorporated in existing Agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any Carrier or organization party hereto, or desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals or the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(From Articles III - Vacations - Section 2 of May 12, 1972 Agreement)

Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by this Agreement, the said Agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942 and July 18, 1945, and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

(From Article 1 - Vacations - Section 6, August 21, 1954 Agreement)

UNION PACIFIC RAILROAD COMPANY

230-Mstr (BRC)
640-015

December 2, 1989

Mr. L. C. Bauman
General Chairman, BRC
PO Box 654
No. Little Rock, AR 72115

Mr. R. E. Nelson
General Chairman, BRC
P. O. Box 220
Maxwell, NE 69151

Mr. G. L. Boles
General Chairman, BRC
7712 Oak Creek Drive
Stockton, CA 95207

Gentlemen:

As you may be aware, we have experimented with allowing employees to take one (1) week's vacation on a daily basis rather than as an entire week.

In view of our experience and the interest expressed in this type of arrangement from our employees, the Company is agreeable to allowing each eligible employee you represent to take one (1) week's vacation in five (5) separate increments of one (1) day during the period January 1 through November 30 of each year subject to the local manager agreeing to permit this arrangement. An employee electing to take this option must advise his local manager and local chairman of his desire to take one (1) week's vacation (five (5) days) on a daily basis. The employee must give up to forty-eight hours' (48') advance notice of his desire to take one (1) day's vacation and receive approval from his manager prior to commencing each one (1) day vacation period. The employee will be permitted to take the vacation on a one-day basis providing we can meet our operational requirements and the employee has been approved to be off on that day. Vacations requested on the basis provided herein will be given consideration based on the date the vacation request was received by the local manager. In those cases where more than one (1) vacation request is received at the same time, seniority will be given due consideration. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

It is understood this handling is without prejudice to either party's position concerning Agreements applicable to vacation. Further, this Agreement may be terminated by either party upon serving thirty (30) days' written notice upon the other party.

If you are agreeable to the terms contained herein, please so indicate in the space provided below, returning the original of this letter to my office for further handling.

Yours Truly
(Signed)
D.J Smith

AGREED:

(Signed)
L. C. Bauman
General Chairman

(Signed)
R. E. Nelson
General Chairman

(Signed)
G. L. Boles
General Chairman

SHOP CRAFTS NATIONAL HOLIDAY PROVISIONS

The following represents a synthesis in one document, for the convenience of the parties, of the current holiday provisions of the National Agreement of August 21, 1954, and amendments thereto provided in subsequent National Agreements with appropriate source identification.

This is intended as a guide and is not to be construed as constituting a separate Agreement between the parties. If any dispute arises as to the proper interpretations or application of any provision, the terms of the appropriate Agreement shall govern.

SECTION 1. Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rate Employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Years' Day	Labor Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial day	Christmas Eve
Fourth of July	Christmas
Day Before New Year's	

Provided that on railroads on which some holiday other than Good Friday has been substituted, by Agreement, for the Birthday Holiday, unless the Employees now desire to have Good Friday included as a holiday in place of such holiday which has been substituted for the Birthday Holiday such substitution will continue effective, and Good Friday will be eliminated from the holidays enumerated above and from the provisions of this Article 11 which follow.

(From Article 11 - Holidays - Sections 1 (A) and 2(A), May 12, 1972 Agreement, Article III - Holidays, January 29, 1975 Agreement and Article IV - Holidays, December 11, 1981 Agreement)

*The day before Christmas is observed.

(A) Holiday pay for regular assigned Employees shall be at the pro rata rate of the position to which assigned.

(From Article 11 - Holidays - Section I(A), September 2, 1969 Agreement)

(B) For other than regularly assigned Employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

(From Article 11 - Holidays - Section 1 (B), September 2, 1969 Agreement)

(C) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned Employees shall be eligible for the paid holidays or pay in lieu thereof provided for in Paragraph (B) above, provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with union shop Agreement, or disapproval of application for employment.

(From Article 11 - Holidays - Section 1 (C), September 2, 1969 Agreement)

(D) The provisions of this section and Section 3 hereof applicable to other than regularly assigned Employees are not intended to abrogate or supersede more favorable rules and practices existing on certain Carriers under which other than regularly assigned Employees are being granted paid holidays.

NOTE: This rule does not disturb Agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

(From Article 11 - Holidays - Section 1 (D), September 2, 1969 Agreement)

SECTION 2 (A). Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

(From Article 11 - Holidays - Section 2(A), August 21, 1954 Agreement)

(B) All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime will be compute accordingly.

Weekly rates not included in Section 2(A) shall receive a corresponding adjustment.

(From Article 11 - Holidays - Section 2(B), August 21, 1954 Agreement)

Article 11, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 21, 1964, and the Agreement of February 4, 1965, is eliminated. However, the adjustment in monthly rates of monthly rated Employees which was made effective January 1, 1965, pursuant to Article 11 of the Agreement of November 21, 1964, and the Agreement of February 4, 1965, by adding the equivalent of 8 pro rata hours to

their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article 11, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

(From Article 11 - Holidays - Section I(D), May 12, 1972 Agreement)

Effective January 1, 1973, the monthly rates of monthly rated Employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article 11, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly.

(From Article 11 - Holidays - Section 2(D), May 12, 1972 Agreement)

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours pay to their annual compensation (the rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article 11, Section 1 (D) of the Agreements of January 29, 1975, March 12, 1975, and June 23, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment shall be made in weekly rates and hourly factors derived therefrom.

(From Article III - Holidays - Section 5, June 16, 1976 Agreement)

SECTION 3. A regular assigned Employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if the Employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned Employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the Carrier is credited; or

- (ii) Such Employee is available for service.

NOTE: "Available" as used in subsection (11) above is interpreted by the parties to mean that an Employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable Agreement, for service.

For the purpose of Section 1, other than regularly assigned Employees who are relieving regularly assigned Employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the Employee whom he is relieving.

NOTE: Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

(From Article 11 - Holidays - Section 2, September 2, 1969 Agreement)

An Employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day," as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An Employee who does not qualify for holiday pay for both Christmas Eve and Christmas day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

(From Article III - Holidays - Section 4, June 16, 1976 Agreement)

SECTION 4. Provisions in existing Agreements with respect to holidays in excess of the ten holidays referred to in Section 1 hereof shall continue to be applied without change.

(From Article 11 - Holidays, Sections 1 (B) and 2(C), May 12, 1972 Agreements and Article III - Holidays - Section 3(B), June 16, 1976 Agreement)

SECTION 5. (A) Existing rules and practices thereunder governing whether an Employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, Day After Thanksgiving, Christmas Eve, and New Year's Eve Day in the same manner as to other holidays listed or referred to therein.

(From Article 11 - Holidays - Sections 1 (C) and 2(B), May 12, 1972 Agreements and Article III - Holidays - Section 3(A), June 16, 1976 Agreement)

(B) All rules, regulations or practices which provide that when a regularly assigned Employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned days will be considered his holiday, are hereby eliminated.

(From Article 11 - Holidays - Section I(C), May 12, 1972 Agreement)

(C) Under no circumstances will an Employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a workday, a rest day, and/or a vacation day.

NOTE: This provision does not supersede provisions of the individual collective Agreements that require payment of double time for holidays under specified conditions.

(From Article 11 - Holidays - Section I(C), May 12, 1972 Agreement)

(D) Except as provided in this Section 5, existing rules and practices thereunder governing whether an Employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

(From Article 11 - Holidays - Section I(C), May 12, 1972 Agreement)

SECTION 6. Article 11, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 21, 1964, and the Agreement of February 4, 1965, is eliminated. --- (See Section 2 for additional provisions)

(From Article 11 - Holidays - Section I(D), May 12, 1972 Agreement)

SECTION 7. When any of the eleven (11) recognized holidays, enumerated in Section 1 of this Article 11, or any day which by Agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated Employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the 11 workdays" and "days" preceding and following the holiday for such qualification purposes.

(From Article 11 - Holidays - Sections 1 (E) and 2(C), October 7, 1971, and May 12, 1972 Agreements and Article III - Holidays - Section 3(B), June 16, 1976 Agreement)

**EMPLOYEE AND DEPENDENTS HOSPITAL, SURGICAL AND
MEDICAL BENEFITS AND EMPLOYEE GROUP LIFE INSURANCE**

Employees obtaining a seniority date on or after September 1, 2003 covered by this Agreement are included under the coverage of Union Pacific Employees Health Systems Plan and benefits are set forth in booklet form. However, employees hired prior to September 1, 2003 will continue to be covered under their coverage in effect prior to September 1, 2003, unless otherwise changed or modified by the parties. Coverage for dependents of employees will be pursuant to The Health and Welfare Plan of the Nation's Railroads and the Railway Labor Organizations.

SUPPLEMENTAL SICKNESS BENEFIT PLAN

Employees covered by this Agreement are covered by a National Supplemental Sickness Benefit Plan and a summary of the plan is outlined in booklet form.

**EMPLOYEE AND DEPENDENT COVERAGE
UNDER NATIONAL DENTAL PLAN**

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

**EMPLOYEE AND DEPENDENT COVERAGE UNDER
NATIONAL 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 and published by Vision Service Plan.

OFF-TRACK VEHICLE ACCIDENT BENEFITS

NATIONAL AGREEMENTS DATED
MAY 12, 1972 AND DECEMBER 4, 1978 ARTICLE VIII -

Where employees sustain personal injuries or death under the conditions set forth in paragraph (A) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (B) below, subject to the provisions of other paragraphs in this Article.

(A) COVERED CONDITIONS-

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- (1) Deadheading under orders or
- (2) Being transported at carrier expense

(B) PAYMENTS TO BE MADE -

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (A) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits: (1) ACCIDENTAL DEATH OR DISMEMBERMENT

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (A):

Loss of Life.....	\$300,000
Loss of Both Hands.....	\$300,000
Loss of Both Feet.....	\$300,000
Loss of Sight of Both Eyes.....	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye.....	\$300,000
Loss of One Hand or One Foot or Sight of One Eye....	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight. Not more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) MEDICAL AND HOSPITAL CARE

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (A) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) TIME LOSS

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (A) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) AGGREGATE LIMIT -

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such accidents.

(C) PAYMENT IN CASE OF ACCIDENTAL DEATH:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 ET SEQ., as amended), or if no such person survives the employee, for the benefit of his estate.

(3) EXCLUSIONS:

Benefits provided under paragraph (B) shall not be payable for or under any of the following conditions:

(1) Intentionally self-inflicted injuries, suicide or any attempt thereof, while sane or insane;

(2) Declared or undeclared war or any act thereof;

(3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

(4) Accident occurring while the employee is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;

(5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;

(6) While an employee is commuting to and/or from his residence or place of business.

(E) OFFSET:

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(F) SUBROGATION:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after (Date).

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"in consideration of the payment of any of the benefits provided in Article IV of the Agreement of (Date)

(Employee or Personal Representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

SAVINGS CLAUSE

This Article IV supersedes as of (Date)

any agreement providing benefits of a type specified in paragraph (B) hereof under the conditions specified in paragraph (A) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may- be advising the other party in writing by (Date)-, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

EMPLOYEE INFORMATION

The carrier will provide each General Chairman with a list of the employees who are hired or terminated, together with their home addresses and, if available, Social Security Numbers, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The date will be supplied within 30 days of the end of the month in which the employee is hired or terminated, except as to such railroads which can not meet the 30-day requirement, the matter will be worked out with the General Chairman.

BEREAVEMENT LEAVE

Agreed Upon Questions and Answers:

Q-1: How are the three calendar days to be determined?

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

- (a) three 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 consecutive calendar days, ending the day of the funeral service; or
- (c) three consecutive calendar days, ending the day following the funeral service.

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

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

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

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 days or three days of bereavement pay?

A-3: A maximum of two 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 work day 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, stepbrother or stepsister, stepparents or stepchildren?

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

PERSONAL LEAVE EXAMPLES

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 12, 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.

This 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.

AGREEMENT OF MAY, 1936, WASHINGTON, D.C.

This Agreement is entered into between the Carriers listed and defined in Appendices "A", "B" and "C" attached hereto and made a part hereof, represented by the duly authorized Joint Conference Committee signatory hereto, as Party of the First Part, and the Employees of, said Carriers, represented by the organizations signatory hereto by their respective duly authorized executives, as Party of the Second Part, and, so far as necessary to carry out the provisions hereof, is also to be construed as a separate Agreement by and between and in behalf of each of said Carriers and its Employees who are now or may hereafter be represented by any of said organizations which now has (or may hereafter have during the life of this Agreement) an Agreement with such carrier concerning rates of pay, rules or working conditions.

The Signatories hereto, having been respectively duly authorized as aforesaid to negotiate to a conclusion certain pending issues concerning the treatment of Employees who may be affected by Coordination as hereinafter defined, hereby agree:

SECTION 1. That the fundamental scope and purpose of this Agreement is to provide for allowances to defined Employees affected by Coordination as hereinafter defined, and it is the intent that the provisions of this Agreement are to be restricted to those changes in employment in the Railroad Industry solely due to and resulting from such Coordination. Therefore, the parties hereto understand and agree that fluctuations, rises and falls and changes in volume or character of employment brought about solely by other causes are not within the contemplation of the parties hereto, or covered by or intended to be covered by this Agreement.

SECTION 2 (A) The term "Coordination" as used herein means joint action by two or more Carriers whereby they unify, consolidate, merge or pool in whole or in part their separate railroad facilities or any of the operations or services previously performed by them through such separate facilities.

(B) The term "Carrier" as used herein when it refers to other than parties to this Agreement means any carrier subject to the provisions of Part 1 of the Interstate Commerce Act; when it refers to a party to this Agreement it means any company or system listed and described in Appendices "A", "B" or "C" as a single carrier party to this Agreement.

(C) The term "Time of Coordination" as used herein includes the period following the effective date of a Coordination during which changes consequent Upon Coordination are being made effective; as applying to a particular Employee it means the date in said period when that Employee is first adversely affected as a result of said Coordination.

SECTION 3(A) The Provisions of this Agreement shall be effective and shall be applied whenever two or more Carriers parties hereto undertake a Coordination; and it is understood that if a Carrier or Carriers parties hereto undertake a Coordination with a Carrier or Carriers not parties hereto, such Coordination will be made only upon the basis

of an Agreement approved by all of the Carriers parties thereto and all of the organizations of Employees involved (parties hereto) of all of the Carriers concerned. No Coordination involving classes of Employees not represented by any of the organizations parties hereto except in accord with the provisions of this Agreement or Agreement arising hereunder.

(B) Each carrier listed and established as a separate carrier of the purposes of this Agreement, as provided in Appendices "A", " B" and "C", shall be regarded as a separate carrier for the purpose hereof during the life of this Agreement; provided, however, that in the case of any Coordination involving two or more railroad Carriers which also involves the Railway Express Agency, Inc., the latter company shall be treated as a separate carrier with respect to its operations on each of the railroads involved.

(C) It is definitely understood that the action of the parties hereto in listing and establishing as a single carrier any system which comprises more than one operating company is taken solely for the purposes of this Agreement and shall not be construed or used by either party hereto to limit or affect the rights of the other with respect to matters not falling within the scope and terms of this Agreement.

SECTION 4. Each Carrier contemplating a Coordination shall give at least ninety days written notice of such intended Coordination by posting a notice on bulletin boards convenient to the interested employees of each such carrier and by sending registered mail notice to the representatives of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes to be effected by such Coordination, including an estimate of the number of Employees of each class affected by the intended changes. The date and place of a conference between representatives of all the parties interested in such intended changes for the purpose of reaching Agreements with respect to the application thereto or the terms and conditions of this Agreement, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

SECTION 5. Each plan of Coordination which results in the displacement of Employees or rearrangement of forces shall provide for the selection of forces from the Employees of all of the Carriers involved on bases accepted as appropriate for application in the particular case; and any assignment of Employees made necessary by a Coordination shall be made on the basis of an Agreement between the Carriers and the organizations of the Employees affected, parties hereto. In the event compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced Employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period.

SECTION 7 (A) Any Employee of any of the Carriers participating in a particular Coordination shall be accorded an allowance (hereinafter termed a Coordination

allowance), based on length of service, which (except in the case of an Employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty per cent (60%) of the average monthly compensation of the Employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the Coordination. This Coordination allowance will be made to each eligible Employee while unemployed by his home road or in the Coordinated operation during a period beginning at the date he is first deprived of employment as a result of the Coordination and extending in each instance for a length of time determined and limited by the following schedule:

LENGTH OF SERVICE	PERIOD FOR PAYMENT
1 Yr. and less than 2 Yrs.	6 Months
2 Yrs and less than 3 Yrs.	12 Months
3 Yrs. and less than 5 Yrs.	18 Months
5 Yrs. and less than 10 Yrs.	36 Months
10 Yrs. and less than 15 Yrs.	48 Months
15 Yrs. and Over	60 Months

In the case of an Employee with less than one year of service, the total Coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the Coordination.

(B) For the purposes of this Agreement the length of service of the Employee shall be determined from the date he last acquired an employment status with the employing Carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an Employee shall not be interrupted by furlough in instances where the Employee has a right to and does return to service when called. In determining length of service of an Employee acting as an officer or other official representative of an Employee organization he will be given credit for performing service while so engaged on leave of absence from the service or a carrier.

(C) An Employee shall be regarded as deprived of his employment and entitled to a Coordination allowance in the following cases:

1 When the position which he holds on his home road is abolished as result of Coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the Coordinated operation, or

2 When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an Employee whose position is abolished as a result of said Coordination, or by other Employees, brought about as a proximate consequence of the Coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the Coordinated operation.

An Employee shall not be regarded as deprived of employment in case of his resignation, death, retirement or pension or on account of age or disability in accordance with the current rules and practices applicable to Employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements on the service; nor shall any Employee be regarded as deprived of employment as a result of a particular Coordination who is not deprived of his employment within three years from the effective date of said Coordination.

(E) Each Employee receiving a Coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(F) The Coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an Employee is abolished while he is absent from service, he will be entitled to the Coordination allowance when he is available for service. The Employee temporarily filling said position at the time it was abolished will be given a Coordination allowance on the basis of said position until the regular Employee is available for service and thereafter shall revert to his previous status and will be given a Coordination allowance accordingly if any is due.

(G) An Employee receiving a Coordination allowance shall be subject to call to return to service after being notified in accordance with the working Agreement, and such Employee may be required to return to the service of the employing Carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other Employees under the working Agreement.

(H) If an Employee who is receiving a Coordination allowance returns to service the Coordination allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a Coordination allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provisions of Section 6.

(I) If an Employee who is receiving a Coordination allowance obtains railroad employment (other than with his home road or in the Coordinated operation) his Coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his Coordination allowance is based; provided that this shall not apply to Employees with less than one year's service.

(J) A Coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working Agreement after being notified of position for which he is eligible and as provided in

- paragraphs (G) and (H).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to Employees generally.
5. Dismissal for justifiable cause.

SECTION 8. An Employee affected by a particular Coordination shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other Employees on his home road, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

SECTION 9. Any Employee eligible to receive a Coordination allowance under Section 7 hereof may, at his option at the time of Coordination, resign and (in lieu of all other benefits and protections provided in this Agreement) accept in a lump sum separation allowance determined in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>SEPARATION ALLOWANCE</u>
1 Yr. and less than 2 Yrs	3 Months Pay
2 Yrs. and less than 3 Yrs	6 Months Pay
3 Yrs. and less than 5 Yrs	9 Months Pay
5 Yrs. and less than 10 Yrs	12 Months Pay
10 Yrs. and less than 15 Yrs	12 Months Pay
15 Yrs. and Over	12 Months Pay

In the case of Employees with less than one years' service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

A) Length of service shall be computed as provided in Section 7.

(B) One months' pay shall be computed by multiplying by 30 the daily rate of pay received by the Employee in the position last occupied prior to time of Coordination.

SECTION 10 (A) Any Employee who is retained in the service of any Carrier involved in a particular Coordination (or who is later restored to service from the group of Employees entitled to receive a Coordination allowance) who is required to change the point of his employment as result of such Coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed

two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the Carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the Carrier responsible and the organization of the Employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of Coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(B) If any such Employee is furloughed within three years after changing his point of employment as a result of Coordination and elects to move his place of residence back to his original point of employment, the Carrier shall assume the expense of moving his household and other personal affects under the conditions imposed in paragraph (A) of this section.

(C) Except to the extent provided in paragraph (B) changes in place of residence subsequent to the initial changes caused by Coordination and which grow out of the normal exercise of seniority in accordance with working Agreements are not comprehended with working Agreements are not comprehended within the provisions of this section.

SECTION 11 (A). The following provisions shall apply, to the extent they are applicable in each instance, to any Employee who is retained in the service of any of the Carriers involved in a particular Coordination (or who is later restored to such service from the group of Employees entitled to receive a Coordination allowance) who is required to change the point of his employment as a result of such Coordination and is therefore required to move his place of residence:

1. If the Employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing Carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the Coordination to be unaffected thereby. The employing Carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the Employee to any other party.
2. If the Employee is under a contract to purchase his home, the employing Carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.
3. If the Employee holds an unexpired lease of a dwelling occupied by him as his home, the employing Carrier shall protect him from all loss and cost in securing the cancellation of said lease.

(B) Changes in place of residence subsequent to the initial change caused by Coordination and which grow out of the normal exercise of seniority in accordance with working Agreements are not comprehended within the provisions of this Section.

(C) No claim for loss shall be paid under the provisions of this Section which is not preserved within three years after the effective date of the Coordination.

(D) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the Employees and the Carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the Employees and the Carrier, respectively; these two shall endeavor by Agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

SECTION 12. If any Carrier shall rearrange or adjust its forces in anticipation of a Coordination, with the purpose or effect of depriving an Employee of benefits to which he should be entitled under this Agreement as an Employee immediately affected by a Coordination, this Agreement shall apply to such an Employee as of the date he is so affected.

SECTION 13. In the event that any dispute or controversy arises (except as defined in Section 11) in connection with a particular Coordination, including an interpretation, application or enforcement of any of the provisions (or of the Agreement entered into between the Carriers and the representatives of the Employees relating to said Coordination as contemplated by this Agreement) which is not composed by the parties thereto within thirty days after same arises, it may be referred by either party for consideration and determination to a Committee which is hereby established, composed in the first instance of the signatories to this Agreement. Each party to this Agreement may name such persons from time to time as each party desires to serve on such committee as its representatives in substitution for such original members. Should the committee be unable to agree, it shall select a neutral referee and in the event it is unable to agree within 10 days upon the selection of said referee, then the members on either side may request the National Mediation Board to appoint a referee. The case shall again be considered by the committee and the referee and the decision of the referee shall be final and conclusive. The salary and expenses of the referee shall be borne equally by the parties to the proceedings; all other expenses shall be paid by the party incurring them.

SECTION 14. Any Carrier not initially a party to this Agreement may become a party by serving notice of its desire to do so by mail upon the members of the committee established by Section 13 hereof. It shall become a party as of the date of the service of

such notice or upon such later date as may be specified therein.

SECTION 15. This Agreement shall be effective June 18, 1936, and be in full force and effect for a period of five years from that date and continue in effect thereafter with the privilege that any Carrier or organization party hereto may then withdraw from the Agreement after one year from having served notice of its intention so to withdraw; provided, however, that any rights of the parties hereto or of individuals established and fixed during the term of this Agreement shall continue in full force and effect, notwithstanding the expiration of the Agreement or the exercise by a Carrier or an organization of the right to withdraw therefrom.

This Agreement shall be subject to revision by mutual Agreement of the parties hereto at any time, but only after the serving of a sixty (60) days notice by either party upon the other.

For The Participating Carriers:

Signatures Not Reproduced

For The Participating Organizations of Employees:

Signatures Not Reproduced

Signed At Washington, D.C.
May 21, 1936.

SEPTEMBER 25, 1964 MEDIATION AGREEMENT

CASE NO. A-7030

This Agreement made this 25th day of September, 1964, by and between the participating Carriers listed in Exhibits A, B and C attached hereto and made a part hereof and represented by the National Railway Labor Conference and the Eastern, Western and South-Eastern Carriers' Conference Committees and the Employees of such Carriers shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Railway Employees' Department, AFL-CIO,

Witnesseth:

IT IS AGREED:

ARTICLE I - EMPLOYEE PROTECTION

SECTION 1-

The purpose of this rule is to afford protective benefits for Employees who are displaced or deprived of employment as a result of changes in the operations of the Carrier due to the causes listed in Section 2, hereof, and, subject to the provisions of this Agreement, the Carrier has and may exercise the right to introduce technological and operational changes except where such changes are clearly barred by existing rules or Agreements.

Any job protection Agreement which is now in effect on a particular railroad which is deemed by the authorized Employee representatives to be more favorable than this Article with respect to a transaction such as those referred to in Section 2 hereof, may be preserved as to such transaction by the representatives so notifying the Carrier within thirty days from the date of receipt of notice of such transaction, and the provisions of this Article will not apply with respect to such transaction.

None of the provisions of this Article shall apply to any transactions subject to approval by the Interstate Commerce Commission, if the approval order of the Commission contains equal or more favorable Employee protection provisions, or to any transactions covered by the Washington Job Protection Agreement.

SECTION 2-

The protective benefits of the Washington. Job Protection Agreement of May, 1936, shall be applicable, as more specifically outlined below, with respect to Employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual Carrier:

- A. Transfer of work;
- B. Abandonment, discontinuance for 6 months or more, or consolidation of

- facilities or services or portions thereof;
- C. Contracting out of work;
- D. Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller,
- E. Voluntary or involuntary discontinuance of contracts;
- F. Technological changes; and,
- G. Trade-in or repurchase of equipment or unit exchange.

SECTION 3-

An Employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing Agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or Agreements, or reductions in forces due to seasonal requirements, the layoff of temporary Employees or a decline in a Carrier's business, or for any other reason not covered by Section 2 hereof. In any dispute over whether an Employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 2 hereof or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the Carrier.

SECTION 4-

The Carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of Employee's residence) written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested Employees and by sending certified mail notice to the General Chairmen of such interested Employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of Employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the Carrier and the General Chairman or his representative, at his option, to discuss the manner in which and the extent to which Employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

SECTION 5-

Any Employee who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 2 hereof, in a worse position with respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in Section 6(A), (B) and (C) of the Washington Job Protection Agreement of May, 1936, reading as follows:

" Section 6(A). No Employee of any of the Carriers involved in a particular Coordination who is continued in service shall, for a period not exceeding five years following the

effective date of such Coordination, be placed, as a result of such Coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such Coordination so long as he is unable in the normal exercise of his seniority rights under existing Agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular Coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall there-after be treated for the purposes of this section as occupying the position which he elects to decline.

(B) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designate as a 'displacement allowance' which shall be determined in each instance in the manner hereinafter described. Any Employee entitled to such an allowance is hereinafter referred to as a 'displaced' Employee.

(C) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the Employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced Employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

SECTION 6-

Any Employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(A) through (J) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7(A). Any Employee of any of the Carriers participating in a particular Coordination who is deprived of employment as a result of said Coordination shall be accorded an allowance (hereinafter termed a Coordination allowance), based on length of service, which (except in the case of an Employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty per cent (60%) of the average monthly compensation of the Employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the Coordination. This Coordination allowance will be made to each eligible Employee while unemployed by his home road or in the coordinated

operation during a period beginning at the date he is first deprived of employment as a result of the Coordination and extending in each instance for a length of time determined and limited by the following schedule:

<u>LENGTH OF SERVICE</u>	<u>PERIOD OF PAYMENT</u>
1 Yr. and Less Than 2 Yrs.	6 Months
2 Yrs. and Less Than 3 Yrs.	12 Months
3 Yrs. and Less Than 5 Yrs.	18 Months
5 Yrs. and Less Than 10 Yrs.	36 Months
10 Yrs. and Less Than 15 Yrs.	48 Months
15 Yrs. and Over	60 Months

In the case of an Employee with less than one year of service, the total Coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight, time daily rate of the last position held by him at the time he is deprived of employment as a result of the Coordination.

(B) For the purposes of this Agreement the length of service of the Employee shall be determined from the date he last acquired an employment status with the employing Carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an Employee shall not be interrupted by furlough in instances where the Employee has a right to and does return to service when called. In determining length of service of an Employee acting as an officer or other official representative of an Employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a Carrier.

(C) An Employee shall be regarded as deprived of his employment and entitled to a Coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as a result of Coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or
2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an Employee whose position is abolished as a result of said Coordination, or by other employees, brought about as a proximate consequence of the Coordination, and if he unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

(D) An Employee shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any Employee be regarded as

deprived of employment as the result of a particular Coordination who is not deprived of his employment within three years from the effective date of said compensation.

(E) Each Employee receiving a Coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(F) The Coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an Employee is abolished while he is absent from service, he will be entitled to the Coordination allowance when he is available for service. The Employee temporarily filling said position at the time it was abolished will be given a Coordination allowance on the basis of said position until the regular Employee is available for service and thereafter shall revert to his previous status and will be given a Coordination allowance accordingly if any is due.

(G) An Employee receiving a Coordination allowance shall be subject to call to return to service after being notified in accordance with the working Agreement, and such Employee may be required to return to the service of the employing Carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working Agreement.

(H) If an Employee who is receiving a coordination allowance returns to service the Coordination allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a Coordination allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provisions of Section 6.

(I) If an Employee who is receiving a Coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his Coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his Coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

(J) A Coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working Agreement after being notified of position for which he is eligible and as provided in paragraphs (G) and (H).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally
5. Dismissal for justifiable cause."

SECTION 7-

Any Employee eligible to receive a monthly dismissal allowance under Section 6 hereof may, at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this Agreement)' accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 9. Any Employee eligible to receive a Coordination allowance under Section 7 hereof may, at his option at the time of Coordination, resign and (in lieu of all other benefits and protections provided in this Agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>SEPARATION ALLOWANCE</u>
1 Yr. and Less Than 2 Yrs.	3 Months' Pay
2 Yrs. and Less Than 3 Yrs.	6 Months' Pay
3 Yrs. and Less Than 5 Yrs.	9 Months' Pay
5 Yrs. and Less Than 10 Yrs.	12 Months' Pay
10 Yrs. and Less Than 15 Yrs.	12 Months' Pay
15 Yrs. and Over	12 Months' Pay

In the case of Employees with less, than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

(A) Length of service shall be computed as provided in Section 7.

(B) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the Employee in the position last occupied prior to time of Coordination."

SECTION 8-

Any Employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other Employees of the Carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

SECTION 9-

Any Employee who is retained in the service of the Carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

SECTION 10 (A) Any Employee who is retained in the service of any Carrier involved in a particular Coordination (or who is later restored to service from the group of employees entitled to receive a Coordination allowance) who is required to change the point of his employment as result of such Coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the Carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the Employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of Coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(B) If any such Employee is furloughed within three years after changing his point of employment as a result of Coordination and elects to move his place of residence back to his original point of employment, the Carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (A) of this section.

(C) Except to the extent provided in paragraph (B) changes in place of residence subsequent to the initial changes caused by Coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section."

SECTION 10-

Any Employee who is retained in the service of the Carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May, 1936, reading as follows:

Section 11 (A) The following provisions shall apply, to the extent they are applicable in each instance, to any Employee who is retained in the service of any of the Carriers involved in a particular Coordination (or who is later restored to such service from the group of Employees entitled to receive a Coordination allowance) who is required to change the point of his employment as a result of such Coordination and is therefore, required to move his place of residence:

1. If the Employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing Carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the Coordination to be

unaffected thereby. The employing Carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the Employee to any other party.

2. If the Employee is under a contract to purchase his home, the employing Carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract

3. If the Employee holds an unexpired lease of a dwelling occupied by him at his home, the employing Carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(B) Changes in place of residence subsequent to the initial change caused by Coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section.

(C) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the Coordination.

(D) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the Employees and the Carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred to either party to a board of three competent real estate appraisers, selected in the following manner:

One to be selected by the representatives of the Employees and the Carrier, respectively; these two shall endeavor by Agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

SECTION 11-

When positions are abolished as a result of changes in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by Agreement of the General Chairman of the craft or crafts involved and the Carrier establishing provisions appropriate for application in the particular case; provided however, that under the terms of the Agreement sufficient Employees will be required to accept employment within their classification so as to insure a force adequate to meet the Carrier's requirements. In the

event of failure to reach such Agreement, the dispute may be submitted by either party for settlement as hereinafter provided.

SECTION 12-

Any dispute with respect to the interpretation or application of the foregoing provisions of Sections 1 through 11 of this Article (except as defined in Section 10) with respect to job protection, including disputes as to whether a change in the Carrier's operations is caused by one of the reasons set forth in Section 2 hereof, or is due to causes set forth in Section 3 hereof, and disputes as to the protective benefits to which an Employee or Employees may be entitled, shall be handled as hereinafter provided.

ARTICLE II, SUBCONTRACTING, OF THE SEPTEMBER 25, 1964 NATIONAL AGREEMENT, AS AMENDED, IS FURTHER AMENDED AS FOLLOWS TO IMPLEMENT THE REPORT AND RECOMMENDATIONS OF PRESIDENTIAL EMERGENCY BOARD NO. 219, AS INTERPRETED AND CLARIFIED BY SPECIAL BOARD 102-29, AND THAT REPORT AND RECOMMENDATIONS AS WELL AS THE QUESTIONS AND ANSWERS THAT INTERPRET AND CLARIFY THEM ARE SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

ARTICLE II - SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to the Agreement or, in the scope rule if there is no classification of work rule, and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules or scope rules where applicable, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. The maintenance and repair of equipment which has been historically (not necessarily exclusively) maintained and repaired by a carrier's own employees, no matter how purchased or made available to the carrier, shall not be contracted out by the carrier except in the manner specified. In determining whether work falls within either of the preceding sentences, the practices at the facility involved will govern.

Section 1 -Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when genuinely unavoidable because (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the Carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein

AGREEMENT

Between The

**UNION PACIFIC FRUIT EXPRESS COMPANY,
UNION PACIFIC RAILROAD**

And The

EMPLOYEES OF UNION PACIFIC FRUIT EXPRESS COMPANY

Represented By The

BROTHERHOOD OF RAILWAY CARMEN

=====

This Agreement is made by and between the Union Pacific Fruit Express Company (UPFE), the Union Pacific Railroad (UPRR) and the Brotherhood of Railway Carmen (Organization) on behalf of affected employees whose positions will be impacted as a result of Union Pacific Fruit Express Company operations. Therefore,

IT IS AGREED:

Section 1 Implementation

On or after the date of this Agreement, the Company may commence with the implementation of its change in operations of the Union Pacific Fruit Express Company.

Section 2 Pocatello Workforce Changes

- (a) On or after the date of this Agreement, notices will be posted on bulletin boards for positions and locations as follows:

Three (3) Traveling Mechanical Refrigerated Repairmen Pocatello, ID

Eligible employees desiring to apply for the above positions must submit their application in writing to Mr. Tim Dille, Manager, at North Platte, with copy to Local Chairman within seven (7) days from date of notice.

- (b) On or after the date of this Agreement, the six (6) Carman/CMR positions at Pocatello, ID will be abolished.
- (c) In the event sufficient bids are not received on the positions referred to in Section 2(a) hereof, then the senior regular assigned and qualified

Carman/CMR working at Pocatello on the first day of the bulletin establishing positions will be assigned. If an employee assigned to a position elects not to accept the position, the employee will be furloughed from service, subject to recall under the current Collective Bargaining Agreement, dated January 1, 1994. However, such employee will not be considered as being deprived of employment and will not be eligible for any protective benefits contained in the Agreement dated September 25, 1964, or in this Implementing Agreement.

Section 3 Separation Allowances

In connection with the abolishment of the Carman/CMR positions at Pocatello, three (3) separation allowances in the lump sum amount of Twenty Five Thousand Dollars (\$25,000.00) will be offered as follows:

- (a) Offered to UPFE employees whose Carman/CMR positions were abolished at Pocatello, by seniority order.
- (b) Separation allowances will be offered to those eligible employees actively working as of this date of the abolishments in Section 2(b). Only active, regular-assigned employees working as Carman at the time the separation notice is posted and working at the time the lump sum payments are issued shall be eligible for the lump-sum separation allowance.
- (c) Notices will be posted for five (5) calendar days offering the lump-sum separation allowances and employees desirous of being considered for the lump-sum separation allowances must submit an irrevocable application in writing to the manager who signed the notice and the Local Chairman within those five (5) calendar days.

Section 4 Pocatello Transfers to Union Pacific Railroad

- (a) Any UPFE Carman/CMR at Pocatello who is not furloughed under Section 2(c) may be offered a Carman position with UPRR at Pocatello.
- (b) Employees assigned to positions offered under 4(a) will be placed on the bottom of the UPRR Pocatello Carman seniority roster and will retain their seniority date on the UPFE roster until such time as recalled.
- (c) In the event two or more employees from the different seniority rosters have identical seniority dates, the employees shall be ranked first by service dates, then, if service dates are the same, by the last four digits of the employees' Social Security Number. The employee with the lowest number to be designated the senior ranking. This will not affect the respective ranking of employees with identical seniority dates on their former seniority roster.

- (d) The UPFE Carmen transferring under the CBA with UPRR pursuant to this Agreement, shall be credited with all prior continuous service for vacation, personal leave, and other present or future benefits which are granted on the basis of qualifying years of service which are granted on the basis of qualifying years of service in the same manner as though all such time had been spent in the service of the UPRR, as appropriate.
- (e) The UPFE Carmen who are transferred to the UPRR will be covered under the Union Pacific Employees Health Systems, or its successor association, plan or entity then providing coverage for Carmen.
- (f) A Pocatello UPFE employee moving to a position with Union Pacific Railroad other than established by this Agreement shall not be covered by the provisions of the Agreement dated September 25, 1964.

Section 5 Pocatello UPFE Employees

Employees transferring to positions at UPRR and affected under this Agreement are fully covered by the provisions of Article I of the Agreement dated September 25, 1964, subject to application of this Agreement. Employees moving to a Traveling Mechanical Refrigerated Repairman position at Pocatello will be covered only by the displacement provisions of Section 5 of Article I of the Agreement dated September 25, 1964, subject to application of this Agreement. There shall be no duplication of benefits by an employee under this Agreement and any other agreement or protective arrangement. Active and regular-assigned UPFE employees failing to apply for a position available to them or failing to accept a position to which assigned pursuant to this Agreement shall not be considered deprived of employment and shall not be entitled to the protective benefits contained in the September 25, 1964 Agreement.

Section 6 Jurisdiction of Work

In connection with the BRC taking over portions of the work at UPFE that had previously been performed by Transportation Communication Union (TCU) represented employees, the following amendments will be made to the Collective Bargaining Agreement between UPFE and BRC:

- (a) Rule 40 of the Collective Bargaining Agreement between UPFE and BRC dated January 1, 1994, shall be amended to include the following bolded language immediately before the phrase "...and all other work generally recognized..." to read: **"...fueling of cars and store department work to include operation of store equipment at North Platte, Nebraska, and all other work generally recognized..."**
- (b) Appendix 8 of the Collective Bargaining Agreement between UPFE and BRC dated January 1, 1994, shall be removed as it has been abrogated by the Transportation Communication Union.

means the trading in or old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts. As to the purchase of component parts which a Carrier had been manufacturing to a significant extent, such purchases will be subject to the terms and conditions of this Article II.

Section 2 - Advance Notice - Submission Of Data -Conference

If the Carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the general chairman of the craft or crafts involved notice of intent to contract out and the reasons therefor, together with supporting data sufficient to enable the General Chairman to determine whether the contract is consistent with the criteria set forth above.

Advance notice shall not be required concerning minor transactions. A minor transaction is defined for purpose of notice as an item of repair requiring eight (8) man-hours or less to perform (unless the parties agree on a different definition) and which occurs at a location where mechanics of the affected craft, specialized equipment, spare units or parts are not available or cannot be made available within a reasonable time.

The General Chairman or his designated representatives will notify the Carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the Carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the proposed action.

If no agreement is reached at the conference following the notification, either party may submit a demand for an expedited arbitration within five working days of the conference. Except in emergencies, the carrier shall not consummate a binding subcontract until the expedited procedures have been implemented and the arbitrator has determined that the subcontract is permissible, unless the parties agree otherwise. For this purpose, an "emergency" means an unforeseen combination of circumstances, or resulting state, which calls for prompt or immediate action involving safety of the public, employees, and carriers' property or avoidance of unnecessary delay to carriers' operations.

Section 3 - Request For Information When No Advance Notice Given

If the General Chairman of a craft requests the reasons and supporting data for the subcontracting of work for which no notice of intent has been given, in order to determine whether the contract is consistent with the criteria set forth above, such information shall be furnished him promptly. If a conference is requested by the General Chairman or his designated representative, it shall be arranged at a mutually acceptable time and place. Any dispute as to whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

Section 4 - Establishment Of Subcontracting Expedited Arbitration Panels

The parties shall establish expedited panels of neutral arbitrators at strategic locations throughout the United States, either by carrier or region. Each such panel shall have exclusive jurisdiction of disputes on the carrier's system or in the applicable geographical

region, as the case may be, under the provisions of Article II, Subcontracting, as amended by a group of cases on a rotating basis. Arbitrators appointed to said panels shall serve for terms of two years provided they adhere to the prescribed time requirements concerning their responsibilities. These arbitrators shall be compensated for their services directly by the parties.

Section 5 - Consist

Six neutral arbitrators shall be selected for each subcontracting expedited arbitration panel, unless the parties shall agree to a different number.

Section 6 - Location

Hearings and other meetings of arbitrators from the subcontracting expedited arbitration panels shall be at strategic locations.

Section 7 - Referees

If the parties are unable to agree on the selection of all of the arbitrators making up a panel within 30 days from the date the parties establish a panel of neutral arbitrators, the NMB shall be requested to supply a list of 12 arbitrators within 5 days after the receipt of such request. By alternate striking of names, the parties shall reduce the list to six arbitrators who shall constitute the panel. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel.

Section 8 - Filling Vacancies

Vacancies for subcontracting expedited arbitration panels shall be filled by following the same procedures as contained in Section 7 above.

Section 9 - Content Of Presentations

The arbitrator shall not consider any evidence not exchanged by the parties at least 48 hours before the commencement of the hearing. Other rules governing the scope and content of the presentations to the Panels shall be established by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

Section 10 - Procedure At Board Meetings

Upon receipt of a demand under Section 2 of this Article, the arbitrator shall schedule a hearing within three working days and conduct a hearing within five working days thereafter. The arbitrator shall conclude the hearing not more than 48 hours after it has commenced.

The arbitrator shall issue an oral or written decision within two working days of the conclusion of the hearing. An oral decision shall be supplemented by a written one within two weeks of the conclusion of the hearing unless the parties waive that time requirement. Any of these time limits may be extended by mutual agreement of the parties. Procedural rules governing the record and hearings before the Panels shall be determined by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement

Section 11 .- Remedy

(a) If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of this Article, which is sustained, the arbitrator's decision shall not exceed wages lost and other benefits necessary to make the employee whole.

(b) If the arbitrator finds that the carrier violated the advance notice requirements of Section 2 (in non-emergency situations), the arbitrator shall award an amount equal to that produced by multiplying 50% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the carrier who would have both failed to consult and wrongfully contracted out work, the multiplier shall be 10% rather than 50%. The amounts awarded in accordance with this paragraph shall be divided equally among the claimants, or otherwise distributed upon an equitable basis, as determined by the arbitrator.

Section 12 - Final And Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employee or employees stating such determination. The carrier agrees to apply the decision of an arbitrator in a case arising on the carrier's property which sustains a grievance to all substantially similar situations and the Organization agrees not to bring any grievance which is substantially similar to a grievance denied on the carrier's property by the decision of the arbitrator.

Decisions of arbitrators rendered under this Article shall be subject to judicial enforcement and review in the same manner and subject to the same provisions which apply to awards of the National Railroad Adjustment Board.

Section 13 - Disputes Referred To Other Boards

Disputes arising under Article 1, Employee Protection, Article III, Assignment of Work - Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing shall not be subject to the jurisdiction of any Subcontracting Expedited Arbitration Panel.

Disputes under Article II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but can be handled directly with the highest officer in the interest of expeditious handling. This Article sets up special time limits to govern the handling of cases before the expedited arbitration panels, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the expedited arbitration panels are not subject to the provisions of the standard Time Limit Rule.

If there should be any claims filed for wage loss on behalf on a named claimant arising out of an alleged violations of Article II - Subcontracting, such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II - Subcontracting, with the same carrier officer as to whom such violation of Article II was

directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented.

Failure to handle as set forth in the preceding paragraph shall not be considered as a precedent or waiver of the contentions of the carriers or employees as to other similar claims.

Article VI of the September 25, 1964 Agreement, as amended, is further amended to delete (a) all references to Article II -Subcontracting, and (b) Section 14 - Remedy (and to renumber the subsequent sections accordingly).

ARTICLE III - ASSIGNMENT OF WORK - USE OF SUPERVISORS

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory Employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts.

If any question arises as to the amount of craft work being performed by supervisory Employees, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule.

ARTICLE IV - OUTLYING POINTS

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: at the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by Agreement it shall be handled as hereinafter provided and pending the disposition of the dispute the Carrier may proceed with or continue its designation.

Existing rules or practices on individual properties may be retained by the organizations by giving a notice to the Carrier involved at any time within 90 days after the date of this Agreement.

ARTICLE V - COUPLING, INSPECTION AND TESTING

In yards or terminals where carmen in the service of the Carrier operating or servicing the train are employed and are on duty in the departure yard, coach yard or passenger terminal from which trains depart, such inspecting and testing of air brakes and appurtenances on trains as is required by the Carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air, signal and steam hose incidental to such inspection, shall be performed by the carmen.

ARTICLE VI - RESOLUTION OF DISPUTES

SECTION 1 - ESTABLISHMENT OF SHOP CRAFT SPECIAL BOARD OF ADJUSTMENT

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board" is hereby established for the purpose of adjusting and deciding disputes which may arise under Article 1, Employee Protection, of this Agreement. The parties agree that such Board shall have exclusive authority to resolve all disputes arising under the terms of Article I of this Agreement. Awards of the Board shall be subject to judicial review by proceedings in the United States District Court in the same manner and subject to the same provisions that apply to awards of the National Railroad Adjustment Board.

(ARTICLE VI - RESOLUTION OF DISPUTES - Section 1 from
ARTICLE V - Part B. of December 4, 1978 Agreement)

SECTION 2 - CONSIST OF BOARD

Whereas, Article VI of the September 25, 1964 Agreement provides for the resolution of disputes arising under Article I of said Agreement and Section 2 of Article VI sets forth the procedure for the composition of the Board established for the purpose of resolving such disputes; and under the terms of said section the Board is to consist of two members appointed by the organizations party to the Agreement, two members appointed by the carriers party to the Agreement and a fifth member, a referee, appointed from a panel of referees; and

Whereas, in November of 1964 following an exchange of letters it was further agreed by the parties to the Agreement to modify the terms of Section 2 of Article VI by providing that instead of two members each party would appoint three members with the understanding that in any function, two of three members thus appointed would serve; and

Whereas, in the Memorandum of Agreement dated May 31, 1974 and Mediation Agreement dated December 4, 1978, it was agreed by the parties to the agreement to further modify the appointment and functioning of partisan members by providing that instead of three members each party would appoint six members; two of the six persons designated to represent the organizations party to the Agreement would be appointed by International Association of Machinists and Aerospace Workers and Sheet Metal Workers' International Association respectively and the remaining four members would be appointed on behalf of the other four organizations party to the Agreement by the Railway

Employees' Department, AFL-CIO; and whereas, on October 1, 1980, the Railway Employee's Department, AFL-CIO, was dissolved by appropriate action and ceased to have any status as an affiliation of Shop Craft Organizations or to have any authority to speak for or represent any organization or brotherhood; and

Whereas, the parties understand the importance of maintaining grievance machinery for the handling of disputes arising under the September 25, 1964 National Agreement in order to provide a means for the peaceful resolution of minor grievances under the Railway Labor Act; and

Whereas, in view of these considerations the organizations party to the Agreement have agreed upon a temporary procedure which is acceptable to the carriers party to the Agreement, for the appointment and functioning of partisan members of the Board under Section 2 of VI.

NOW, THEREFORE, it is agreed that effective October 1, 1980, partisan members of the Board under Section 2 of Article VI shall be appointed and function as follows:

1. Six members shall be appointed by the organizations party to the Agreement and six members shall be appointed by the carriers party to the Agreement. Of the six persons designated to represent the organizations party to the Agreement one shall be appointed by each of the following signatories: International Association of Machinists and Aerospace Workers; Sheet Metal Workers International Association; International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; Brotherhood Railway Carmen of the United States and Canada; International Brotherhood of Electrical Workers, and International Brotherhood of Firemen and Oilers.

2. Each of the twelve partisan members of the Board so appointed shall have the right to sit in all proceedings of the Board. The organizations and the carriers party to the Agreement further agree, however, that in the handling of dispute cases before the Board a smaller panel of the twelve members may function and constitute a quorum for the resolution of such disputes, provided first, that at least one organization and one carrier member shall sit and function in all dispute cases before the Board; second, that regardless of the number of members sitting and functioning in dispute cases, the unit method of voting shall prevail and six votes shall be cast on behalf of the carrier and organization members respectively; third, that in any dispute involving employees represented by one of the signatory organization, the appointee of that organization shall sit and function as a member of the Board.

It is agreed further that all disputes and grievances arising under Article I of the September 25, 1964 Agreement shall be handled on appeal from the property in accordance with the terms of this Agreement while it is in effect including those presently pending before Special Board of Adjustment 570, as well as any subsequently appealed to the Board.

This Memorandum of Agreement is a temporary measure intended to provide the parties

with a continuing means for the peaceful resolution of such minor grievances under the Railway Labor Act pending further consideration of matters arising from the dissolution of Railway Employees Department.

(Section 2 of ARTICLE VI - RESOLUTION OF DISPUTES -from MEMORANDUM OF AGREEMENT dated November 17,1980)

SECTION 3 - APPOINTMENT OF BOARD MEMBERS

Appointment of the members of the Board shall be made by the respective parties within thirty days from the date of the signing of this agreement

SECTION 4 - LOCATION OF BOARD OFFICE

The Board shall have offices in the City of Chicago, Illinois.

SECTION 5 - REFEREES - EMPLOYEE PROTECTION

The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under Articles I of this Agreement. Such selections shall be made within thirty (30) days from the date of the signing of this Agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the 30 days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within 5 days after the receipt of such request.

SECTION 6- TERM OF OFFICE OF REFEREES

The parties shall advise the National Mediation Board of the names of the potential referees selected, and the National Mediation Board shall notify those selected, and their successors, of their selection, informing them of the nature of their duties, the parties to the agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member. Each panel member selected shall serve as a member until January 1, 1966, and until each succeeding January 1 thereafter unless written notice is served by the organizations or the carriers parties to the agreement, at least 60 days prior to January 1 in any year that he is no longer acceptable. Such notice shall be served by the moving parties upon the other parties to the agreement, the members of the Board and the National Mediation Board. If the referee in question shall then be acting as a referee in any case pending before the Board, he shall serve as a member of the Board until the completion of such case.

SECTION 7. FILLING VACANCIES - REFEREES

In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated in tenure as herein above provided, or a vacancy occurs in panel membership for any other reason, his name shall immediately be stricken from the list of potential referees. The- members of the Board shall, within thirty days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty days after such meeting, he shall be appointed by the National Mediation Board.

SECTION 8 - JURISDICTION OF BOARD

The Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of Article 1, Employee Protection

SECTION 9 - SUBMISSION OF DISPUTE

Any dispute arising under Article 1, Employee Protection, of this Agreement, not settled in direct negotiations may be submitted to the Board by either party, by notice to the other party and to the Board.

(Sections 3, 4,5,6, 7,8, and 9, of ARTICLE VI - RESOLUTION OF DISPUTES - from September 25,1964 Agreement)

SECTION 10 - TIME LIMITS FOR SUBMISSION

Within 60 days of the postmarked date of such notice, both parties shall send 15 copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

SECTION 11 - CONTENT OF SUBMISSION

Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

- (A) The question or questions in issue;
- (B) Statement of facts;
- (C) Position of Employee or Employees and relief requested;
- (D) Position of company and relief requested.

SECTION 12 - FAILURE OF AGREEMENT - APPOINTMENT OF REFEREE

If the members of the Board are unable to resolve the dispute within twenty days from the postmarked date of such submission, either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five days after receipt of such request and notify the members of the Board of such appointment promptly after it is made. Copies of both submissions shall promptly be made available to the referee.

SECTION 13 - PROCEDURE AT BOARD MEETINGS

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the purpose of deciding the dispute within 15 days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf of both. Decisions shall be made within thirty days from the date of such meeting.

Sections 11, 12, and 13 of ARTICLE VI - RESOLUTION OF DISPUTES - from September 25,1964 Agreement)

SECTION 14 - FINAL AND BINDING CHARACTER

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employees stating such determination.

(Section 14 of ARTICLE VI - RESOLUTION OF DISPUTES from ARTICLE X - Part B. of December 4, 1978 Agreement)

SECTION 15 - EXTENSION OF TIME LIMITS

The time limits specified in this Article may be extended only by mutual agreement of the parties.

SECTION 16 - RECORDS

The Board shall maintain a complete record of all matters submitted to it for its consideration and all findings and decisions made by it.

SECTION 17 - PAYMENT OF COMPENSATION

The parties hereto will assume the compensation, travel expense of the Board members selected by them. Unless other arrangements are made, the office, stenographic and other expenses of the Board, including compensation and expenses of the neutral members thereof, shall be shared equally by the parties.

SECTION 18 - DISPUTES REFERRED TO ADJUSTMENT BOARD

Disputes arising under Article III, Assignment of Work - Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing, of this agreement, shall be handled in accordance with Section 3 of the Railway Labor Act, as amended.

(Sections 15, 16, 17, and the first paragraph of Section 18 of ARTICLE VI - RESOLUTION OF DISPUTES - from September 25, 1964 Agreement)

Under the provisions of Article VI, Section 18, disputes arising under Article III - Assignment of Work, Article IV - Outlying Points, and Article V - Coupling, Inspection and Testing, are to be handled in accordance with Section 3 of the Railway Labor Act. It is clear that with respect to such disputes subject to handling under Section 3 of the Act any claim or grievance is subject to the time limits and procedural requirements of the Time Limit on Claims Rule.

A different situation exists with respect to disputes arising under Article I - Employee Protection. Article VI Provides a "Shopcraft Special Board of Adjustment" for the purpose of adjusting and deciding disputes arising out of that Article (Article VI, Section 1), and specifically provides (Article VI, Section 8) that the Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of that Article.

During our negotiations, it was understood by both parties that disputes under Article I need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but could be handled directly with the highest officer in the interest of expeditious handling. Sections 10 through 13 set up special time limits to govern the handling of submissions to the Special Board, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefor, such disputes being processed to a conclusion through the Shop Craft Special Board are not subject to the provisions of the standard Time Limit Rule.

This understanding is a supplement to Article VI of the September 25, 1964 Agreement and will become effective as of this date.

(ARTICLE VI - Section 18, 2nd through 5th paragraphs from MEMORANDUM OF UNDERSTANDING dated January 7, 1965)

Memorandum of Understanding RE Article VI, of Mediation Agreement of September 25, 1964 by and between the participating Carriers listed in Exhibits A, B and C of said Agreement represented by the National Railway Labor Conference and the Eastern, Western and South-Eastern Carriers' Conference Committees, and the Employees of such Carriers shown thereon and represented by the Railway Labor Organizations signature thereto, through the Railway Employees' Department, AFL-CIO.

Under the Provisions of Article VI, Section 19, disputes arising under Article III - Assignment of Work, Article IV - outlying Points, and Article V - Coupling, Inspection and Testing, are to be handled in accordance with Section 3 of the Railway Labor Act. It is clear that with respect to such disputes subject to handling under Section 3 of the Act any claim or grievance is subject to the time limits and procedural requirements of the time limit on claims rule.

A different situation exists with respect to disputes arising under Article I - Employee Protection, and Article II - Subcontracting, Article VI provides a "Shop Craft Special Board of Adjustment" for the purpose of adjusting and deciding disputes arising out of those two Articles (Article VI, Section 8) that the Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of those two Articles.

During our negotiations, it was understood by both parties that disputes under Articles I and II need not be progressed in the "Usual Manner" as required under Section 3 of the Railway Labor Act, but could be handled directly with the highest officer in the interest of expeditious handling. Sections 10 through 13 set up special time limits to govern the handling of submissions to the Special Board, thus providing special procedures which are intended to supersede the provisions of the Standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the Shop Craft Special Board are not subject to the provisions of the Standard Time Limit Rule.

However, if there should be any claims filed for wage loss on behalf of a named claimant arising out of an alleged violation of Article II - Subcontracting (See Section 14 of Article VI), such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II - Subcontracting, with the same Carrier officer as to whom such violation of Article II was directed by the General Chairman of the Craft or Crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented. If the alleged violation of Article II - Subcontracting, is then submitted to the Shop Craft Special Board of Adjustment, it will be considered that the Special Procedural Provisions of Article V1 have been compiled with.

Failure to handle as set forth in the preceding paragraph shall not be considered as a precedent or waiver of the contentions of the Carriers or Employees as to other similar claims.

This understanding is a supplement to Article VI of the September 25, 1964 Agreement and will become effective as of this date.

FOR THE CARRIERS
J. E. Wolfe
Chairman, National
Railway Labor
Conference

FOR THE ORGANIZATIONS
Michael Fox
President, Railway
Employees' Department,
AFL-CIO

January 7, 1965

INCIDENTAL WORK RULE

The coverage of the Incidental Work Rule is expanded to include all shopcraft employees represented by the organization party hereto and shall read as follows:

(a) Where a shop craft employee or employees are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work or scope rules of another craft or crafts, such shop craft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment, the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

(b) Nothing in this Rule is intended to restrict any of the existing rights of a carrier.

(November 27, 1991 National Agreement)

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY

MISSOURI PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF RAILWAY CARMEN

RULE "G" BY-PASS AGREEMENT

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

IT IS AGREED:

1. If any Shop Craft 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, determine there is an apparent violation of Rule G, the employee shall be removed from service.

If 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 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 anytime lost as a result of the removal from service other than 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 Rule 37 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 the Agreement. Thereafter, all regular rules and agreements shall apply.

7. This Agreement is effective June 1, 1985, and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed the 15th day of May, 1985.

FOR BROTHERHOOD OF RAILWAY CARMEN of the UNITED STATES and CANADA:

/s/ Richard E. Nelson
General Chairman, BRCoFUS&C

/s/ Gerry Boles
General Chairman, BRCoFUS&C

FOR UNION PACIFIC RAILROAD COMPANY:

/s/ R. D. Rosenbohm
Director – Labor Relation Non -Ops

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY

MISSOURI PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF RAILWAY CARMEN

PREVENTION PROGRAM COMPANION AGREEMENT

The Carrier and the Brotherhood of Railway Carmen, 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 work place, 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 be 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 of the availability of the Rule G R/E Program containing a request form to be completed by the employee, which will 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 with 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 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 participating in the Rule G R/E Program.

13. This agreement will be effective May 11, 1989, and may be terminated by either party upon serving of a five (5) days written notice upon the other party.

Signed at Omaha this 11th day of May, 1989

**FOR THE BROTHERHOOD
OF RAILWAY CARMEN:**

/s/ Gerry Boles
General Chairman, BRC

/s/ C. J. Clear
General Chairman, BRC

/s/ R. E. Nelson
General Chairman, BRC

**FOR THE UNION PACIFIC RAILROAD
COMPANY**

/s/ W. R. Casebolt
Asst. Director Labor Relations

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

A G R E E M E N T

Between The

Union Pacific Railroad Company

And The

BROTHERHOOD OF RAILWAY CARMEN - TCIU

=====

401(k) RETIREMENT THRIFT PLAN

- (1) Consistent with all applicable laws, the Carrier will offer to eligible employees covered by this Agreement a 401(k) Retirement Plan subject to the following conditions:
 - (a) The Plan will be the existing Union Pacific Employee 401(k) Retirement Thrift Plan which was effective July 1, 1990.
 - (b) Employee participation in the Plan is voluntary.
 - (c) Employees may contribute to the Plan by use of payroll deduction.
 - (d) The Plan is non-contributory on the Carrier's part but the Carrier will pay the administrative costs of the Plan.
 - (e) An eligible employee is defined as an employee in active service with one (1) year or more of continuous service with the Carrier.
- (2) This Agreement is effective January 1, 1993.
- (3) This Agreement may be changed only by the mutual consent of the parties.

Signed this 5th day of August, 1992

FOR BROTHERHOOD OF RAILWAY
CARMEN DIVISION - TCIU

/s/ Jay H. Hunter
GENERAL CHAIRMAN, BRC

/s/ L. C. Bauman
GENERAL CHAIRMAN, BRC

/s/ Gerry Bole
GENERAL CHAIRMAN, BRC

FOR UNION PACIFIC RAILROAD
COMPANY:

/s/ D. A. Moresette
DIRECTOR LABOR RELATIONS

/s/ D. J. Smith
GENERAL DIRECTOR LABOR RELNS

Agreed Upon Guidelines for Administration of Differentials -

The parties wish to avoid misunderstandings about the implementation and application of the increased differentials and have adopted the following to provide guidance on key points of administration.

Q. Who is entitled to receive the differentials?

A. Journeymen (including upgraded mechanics) who actually perform the listed work.

Q. How does the differential apply where the position is that of journeyman and some welding, lead mechanic work or layout work is required?

A. When performing welding, lead mechanic work or layout work for four (4) hours or less in any one day, the employee will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day.

Q. What if two or ore of the increased differentials wold b applicable to a particular position in any given days?

A. There will be no compounding or pyramiding of these differentials.

Q. What about pre-existing differentials?

A. Any existing differentials applicable to the work covered by the increased differentials that are higher are preserved.

Q. Will application of the differentials require the establishment, advertisement or rebulletining of any position?

A. No.

Q. When must a employee's qualifications be know to the railroad or established?

A. An examination or test to establish qualifications may be required as a prerequisite to assignment to a position subject to a differential of an employee who has not previously been qualified on such work by performance or otherwise.

FOR THE BROTHERHOOD RAILWAY CARMEN:
DIVISION OF TRANSPORTATION
COMMUNICATIONS INTERNATIONAL UNION
/s/ Robert Wojtowicz
General President

FOR THE CARRIERS:
/s/ Charles Hopkins
Chairman - National Carriers'
Conference Committee

AGREEMENT

Between The

UNION PACIFIC RAILROAD COMPANY

And The

BROTHERHOOD OF RAILWAY CARMEN

=====

A four (4) day workweek consisting of ten (10) hours a day for employees at the DeSoto Car Shop may be implemented as provided herein. Accordingly, when a four (4) day workweek is in effect,

IT IS AGREED:

ARTICLE I

The following Section and Subsection of Rules 1, 2, 3, 4 and 20 of the Collective Bargaining Agreement revised September 1, 1981, are modified as follows:

RULE 1. HOURS OF SERVICE AND WORKWEEK

Section 1. Hours of Service

- (a) Ten (10) hours of service shall constitute a day's work.
- (a) General.

Subject to the exceptions contained in this agreement, the Carrier will establish a workweek of forty (40) hours, consisting of four (4) days of ten (10) hours each, with three (3) consecutive days off in each seven (7); the workweeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Friday, Saturday and Sunday. The foregoing workweek rule is subject to the provisions of this agreement which follow:

- (b) Four-Day Positions

On positions the duties of which can reasonably be met in four (4) days, the days off will be Friday, Saturday and Sunday.

- (c) Five-Day Positions

Where the nature of the work is such that employees will be needed five (5) days each week, the rest days will be either Friday, Saturday and Sunday, or Saturday, Sunday and Monday.

(d) Six and Seven-Day Positions

On positions which have been filled six and seven (7) days per week, any three (3) consecutive days may be the rest days with the presumption in favor of Friday, Saturday and Sunday.

(e) Regular Relief Assignments

All possible regular relief assignments with four (4) days of work and three (3) consecutive rest days will be established to do the work necessary on rest days of assignments in five, six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement, all regular relief assignments to be bulletined.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(f) Deviation from Monday-Thursday

If in positions or work extending over a period of four (4) days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of this Section 2, paragraph (b) above, and requires that some of such employees work Tuesday to Friday instead of Monday to Thursday, and the employees contend to the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreements.

(g) Non-Consecutive Rest Days

The typical workweek is to be one with three (3) consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d), and (e), the following procedure shall be used:

- (2) Possible use of rest days other than Friday, Saturday, and Sunday by Agreement or in accordance with other provisions of this Agreement.
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of four (4) days per week, the number of regular assignments necessary to avoid this may be made with three (3) non-consecutive days off.
- (7) The least desirable solution of the problem would be to work some regular employees on the fifth, sixth or seventh day at overtime rates and thus withhold work from additional relief men.

- (8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of four (4) days per week.

RULE 2. SHIFTS.

(a) Where but one shift is employed, unless otherwise provided for, the starting time will not be earlier than 5:00 o'clock nor later than 10:00 o'clock a.m. or p.m.

(c) Where one and two shifts are employed, the time of the lunch period will be within the beginning of the fifth and ending of seventh hour and the length of the lunch period will be subject to mutual agreement but will not be less than thirty (30) minutes nor more than one (1) hour. The lunch period under this rule will not be paid for unless worked.

(d) Where three shifts are employed, the starting time of the first shift will not be earlier than 5:00 o'clock nor later than 10:00 o'clock a.m. or p.m., and the starting time of the other shifts will be regulated accordingly.

RULE 3. OVERTIME.

(a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.

(b) Employees required to perform work on their rest days or on the holidays listed in the applicable National Agreement (provided when any of the above holidays fall on Sunday and the day observed by the State, Nation, or by Proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

NOTE: This rule does not disturb agreements or practices now in effect or later agreed to under which any other day is substituted or observed in place of any of the above-referred to holidays.

RULE 4. OVERTIME AND CALLS.

(h) Service performed by a regularly-assigned hourly or daily rated employee on the third rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that workweek, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

Work performed by an employee due to moving from one assignment to another or where days off are being accumulated under paragraph (g) of Section 2 of Rule 1 will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

RULE 20. REDUCTION OF FORCES.

(b) If the force is to be reduced, four (4) working days' notice will be given the men affected before reduction is made and lists will be furnished the general and local committees.

ARTICLE II

VACATION

The National Vacation Agreement provisions will be converted so that an employee eligible for vacation will receive hours equal to those when on a five (5) day workweek assignment. As an example, an employee entitled to three (3) weeks' vacation, i.e., one hundred twenty (120) hours -- fifteen (15) days at eight (8) hours, would now be entitled to twelve (12) days at ten (10) hours. While on a four (4) day workweek, a day's vacation will be ten (10) hours.

Likewise, a workday of a four (4) day workweek will be considered as 1.25 days for qualifying day purposes for vacation in the following year. If at the end of the calendar year, an employee's vacation qualifying days would be adversely affected, upon presentation of proof of an adverse impact the parties agree to meet to determine whether an adjustment to vacation qualifying days would be required.

The present Vacation Agreement allowing for five (5) days' vacation to be taken on a daily basis will be modified to reflect four (4) days' vacation for employees working the four (4) day workweek.

BEREAVEMENT, HOLIDAYS, JURY DUTY, PERSONAL LEAVE DAY

Employees qualifying for Bereavement, Holidays, Jury Duty, and Personal Leave Day, under the applicable provisions of the Collective Bargaining Agreement and National Agreements will be compensated eight (8) hours at the straight time rate for those days which they are entitled to.

Personal Leave Day -- The provisions of the Personal Leave Day Agreement is modified to allow an employee to take personal leave in minimum increments of two (2) hours if used to complete a ten (10) hour day. For example, on a holiday an employee may use two (2) hours of personal leave with eight (8) hours of holiday compensation for ten (10) hours of compensated service on that day.



Credit for Carman-Toolman and Apprentice Days Worked - For each ten (10) hour workday that an employee works, the employee will be credited with 1.25 days toward the days required for journeyman status. To count as a workday, an employee must work a minimum of 7.5 hours per day to be credited with the 1.25 days. If there are any complications that arise in connection with the work credit allowed an employee, the employee or his local representative will notify in writing the General Chairman and the Carrier's highest designated appeal officer so they could meet to resolve the issue. After a review of the facts involved, a joint decision will be rendered by the parties. If a joint decision is not rendered, a grievance may be submitted if submitted within sixty (60) days of advice that a joint decision is not forthcoming.

ARTICLE III

Employees working a four (4) day workweek as provided herein shall have their hours of assignment, workdays, and rest days set forth in writing a minimum of two (2) workdays in advance of beginning of the four (4) day workweek. The four (4) day workweek may be terminated by serving a thirty-six (36) hours' advance notice. Such change will not take effect until the first scheduled workday of a work period. The workweek may be changed to a five (5) day workweek at any time as provided herein.

Should any disputes arise regarding the application of this Agreement, the General Chairman and the Carrier's highest designated Labor Relations officer for handling disputes shall meet in an attempt to resolve any issues.

This Agreement has been entered into in recognition of the participation and expected continued participation by employees at DeSoto in increasing productivity, safety, and efforts in the Self-Directed Work Teams. The above modifications to the Collective Bargaining Agreement will be applicable only when employees are working a four (4) day workweek consisting of ten (10) hours a day. It is not the intent of this Agreement to result in any increased costs to the Carrier in converting from a five (5) day workweek to a four (4) day workweek.

The provisions of this Agreement are not to be considered as a precedent nor be referred to in the handling of any other matters.

This Agreement will become effective October 1, 1994.

Signed this 26th day of September, 1994.

**FOR: BROTHERHOOD OF
RAILWAY CARMEN**

/s/ L C. Bauman
GENERAL CHAIRMAN, BRC

APPROVED:

/s/ R. Wojtowicz
GENERAL PRESIDENT, BRC

**FOR: UNION PACIFIC RAILROAD
COMPANY**

/s/ Dan Moresette
DIRECTOR LABOR RELATIONS

/s/ D. J. Smith
GENERAL DIRECTOR LABOR RELATIONS`

December 10, 1997

File 6950005
C: 230-160
230-31

Mr. L. C. Bauman
General Chairman BRC
P.O. Box 654
North Little Rock, AR 72115

Dear Sir:

This letter is in reference to the Agreement signed December 10, 1997, effective January 1, 1998, canceling the former Chicago and North Western Transportation Company Collective Bargaining Agreement (effective July 1, 1984) and replacing it with the Missouri Pacific Railroad Company Collective Bargaining Agreement, effective September 1, 1981.

In connection with the above-cited Agreement, it is understood that Attachment "C" of the Section 6 notice (File 6950005) served November 1, 1994, is resolved in its entirety by the following conditions:

1. On January 1, 1998, the coach cleaner rate of pay will become the rate of pay under the Missouri Pacific Collective Bargaining Agreement which is \$14.22 per hour or an increase of fifty six (56) cents an hour over the existing CNW coach cleaner rate.
2. Article III Rate Progression – New Hires under the November 19, 1986 Mediation Agreement will not be applicable to coach cleaners or upgraded carmen employed at Chicago (California Avenue), Dolton (Yard Center), and Mel Rose Park (Proviso Yard), Illinois. Those currently under the rate progression will be brought up to the applicable hourly rate of pay as of January 1, 1998.

This Agreement and the provisions thereof shall not be cited as a precedent nor be referred to in future local or national negotiations. If you are agreeable to the above provisions, please so indicate in the space below.

Yours truly,
/s/ Dan Moresette

AGREED:
/s/ L C Bauman
General Chairman, BRC

APPROVED:
/s/ R A Johnson
General President, BRC

October 4, 2006

225-50
CC: 225-43
230-137

Mr. Lennie C. Bauman
International Rep BRC
P O Box 654
N Little Rock, AR 72115

Dear Sir:

This refers to our recent conversation concerning Article III of Agreement dated November 19, 1986, which provides rate progressions for newly hired employees and Rule 50 of the Collective Bargaining Agreement.

Due to employment circumstances at Bill and Lusk, WY, and South Morrill, NE, the Carrier will eliminate the rate progression for Carman Toolman at these locations. This Agreement covers employees at Bill, Lusk and South Morrill entering service on or after October 1, 2006. Those employees who, as of October 1, 2006 are covered by entry rate will no longer have any entry rates apply and will receive the full Carman Toolman rate of pay. As a result of this Agreement, no employees will receive any retroactive compensation for service performed prior to October 1, 2006. If an employee subject to this Agreement accepts a position on a seniority roster other than as a Carman Toolman at Bill, Lusk and South Morrill, the employee shall revert to the rate progression of the applicable Agreement.

It is understood that Carrier reserves the right to cancel this Agreement and return to the rate provision provided by Rule 50 and Article III of the November 19, 1986, Agreement by serving a sixty (60) day notice.

This Agreement addresses a circumstance specific to Bill, Lusk and South Morrill. It is agreed that this Agreement is not to be considered as a precedent and is entered into on a not-to-be-cited basis. No reference to this Agreement shall be made within the context of national negotiations, to which this or any other Carrier may be a party.

If the above correctly describes our understanding on this matter, please sign in the space provided below. After you have indicated your approval, please return two originals of this letter to my office.

Yours truly,

/s/ Dan Moresette

AGREED:

/s/ Lennie Bauman
International Representative BRC

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF CARMEN

UP SHARES

Consistent with all applicable laws, the Carrier will offer to all eligible employees covered by this Agreement, the opportunity to participate in the ownership of Union Pacific Corporation through a one-time stock option program called "UP Shares." This opportunity is subject to the following conditions:

1. *"UP Shares" is a voluntary program and employee participation is optional.*
2. *Rules and regulations governing this program are set forth in a brochure which will be available to the employees. The Carrier will also make available questions and answers concerning "UP Shares" to the employees.*
3. *An eligible employee is defined as an employee in active service on April 30, 1998. Active service is defined as performing service or being eligible to perform service for the Carrier. Employees who are out of service for any reason (dismissal, leave of absence, etc.) and therefore ineligible to perform service on April 30, 1998, will be treated as active employees and eligible to participate in the "UP Shares" program if they return to active service prior to the date the option vests and are in active service on the date the option vests.*

This Agreement shall be changed only by the mutual consent of the parties and is not subject to provisions of either Section 3 or Section 6 of the Railway Labor Act.

This Agreement is effective April 30, 1998.

Signed this 13th day of May, 1998.

FOR: BROTHERHOOD OF
RAILWAY CARMEN

/s/ A. V. Hernandez
GENERAL CHAIRMAN – BRC

/s/ Raymond W. Smith
GENERAL CHAIRMAN – BRC

/s/ L. C. Bauman

APPROVED:

/s/ R. A. Johnson
General President - BRC

FOR: THE UNION PACIFIC
RAILROAD COMPANY

/s/ Dan Moresette
DIRECTOR - LABOR RELATIONS



April 1, 2000

230-137
230-Gen

Mr. L. C. Bauman
General Chairman BRC
P.O. Box 654
North Little Rock, AR 72115

Dear Sir:

This is in reference to your question of whether incentive pay paid to a protected employee under one of our incentive programs such as, Idea Works, or self-directed work teams is used to offset any monies due to the employee for a displacement or dismissal allowance.

This will confirm my indication to you that any incentive payment made to an employee who is under a protection type agreement, such payment will not be considered as regular earnings and, therefore, will not affect their monthly guarantee. Likewise, since incentive pay will not be considered as regular earnings, it will not be considered as "compensation" when calculating any subsequent test period earnings average for such employee.

I hope the above will clarify an questions or concerns you have on this matter. The resolution of this matter is make on a not-to-be-cited basis.

Sincerely,

/s/ Dan Moresette

Agreed:

/s/ L. C. Bauman
General Chairman, BRC

April 13, 2000

230-31
230-154

Mr. L. C. Bauman
General Chairman BRC
P.O. Box 654
North Little Rock, AR 72115

Dear Sir:

This letter is in reference to our recent discussions concerning the furloughs taking place on the Union Pacific Railroad (UP) and the Union Pacific Fruit Express (UPFE), and to clarify our understanding of any displacement rights furloughed Journeymen Carmen may have over non-dated Carmen Toolmen.

Agreement dated December 13, 1989 (copy attached), modifying Rule 154 of the Collective Bargaining Agreement dated November 1, 1976 between the Union Pacific Railroad and the Brotherhood of Railway Carmen (the UP CBA) and adding Rule 120 to the Collective Bargaining Agreement revised September 1, 1981 between the Missouri Pacific Railroad and the Brotherhood of Railway Carmen (the MP CBA), provides:

Rule 154 (d): "Carman-Toolmen will not be retained in service when journeymen carmen with a Company¹ service relationship become available."

It is our understanding that this provision gives a furloughed Journeyman Carman on either the UP or the MP the right to displace (or bump) a non-dated Carman-Toolman on either the UP or the MP. We have agreed to extend this reciprocal "right" to include furloughed Journeymen Carmen working under the Southern Pacific Railroad Western Lines (SP (WL)) and the Denver & Rio Grande Western Railroad (D&RGW) Collective Bargaining Agreements (collectively hereinafter referred to as the "railroads").

Conversely, Agreement dated May 6, 1997 (copy attached), dealing with furloughed Journeymen Carmen on either the UPFE or the UP, provides that:

*"Employees desiring to displace a carman-toolman as provided in this Agreement **must make application** to their existing manager and the manager at the point indicating their desire to transfer. It [sic] recognized that Union Pacific Railroad Company and Union Pacific Fruit Express Company reserves the **right to approve or disapprove the application** to displace a carman-toolman based on operational requirements, employee's work record, or for an other valid reasons."*

The above provision indicates that the carman's ability to displace is not a "right",

¹ In Agreement dated December 13, 1989, "Company" refers to either the Union Pacific Railroad or the Missouri Pacific Railroad.

but rather, a request that may be granted or denied by either the existing manager/company or the manager/company at the point where the carman is desiring to be employed.

We have also agreed to extend this reciprocal application request to furloughed Journeymen Carmen working under the Missouri Pacific Railroad (MP), Southern Pacific Railroad Western Lines (SP (WL)) and the Denver & Rio Grande Western Railroad (D&RGW) Collective Bargaining Agreements.

Clearly, the displacement right between railroads will take precedence over the request to transfer from one of the railroads to the UPFE or vice versa. I hope that this clarifies any outstanding issues. If the foregoing is in accordance with our discussion and meets with your approval, please so indicate by signing in the space provided and returning two originals.

Yours truly,

/s/ Dan Moresette

CONCUR:

/s/ L. C. Bauman
General Chairman BRC

May 6, 1997

230-154
c: 230-29

MR R W SMITH
GENERAL CHAIRMAN BRC
16SO GARFIELD
NORTH PLATTE NE 72115

Dear Sir:

This has reference to our discussion this date concerning the Agreement dated December 13, 1989, which provides that journeymen carmen may displace carman toolman with a service relationship on the Union Pacific Railroad Company.

As a result of our discussion this date, it was agreed tha the December 13, 1989 Agreement would be amended to provide that, effective this date, furloughed journeymen carmen on the Union Pacific Railroad Company may displace carman-toolman covered by the Union Pacific Fruit Express Company Collective Bargaining Agreement dated January 1, 1994. Likewise, furloughed journeymen carmen on Union Pacific Fruit Express Company would be allowed to displace carman toolman covered by the Union Pacific Railroad Company Collective Bargaining Agreement effective November 1, 1976. However, a carman-toolman on the Union Pacific Fruit Express Company would not be subject to displacement as provided herein if the carman-toolman has fulfilled sixty (60) days or more of training as a Carman Mechanical Refrigeration Repariman Trainee (CMRRT) or has qualified as a Carman Mechanical Refrigeration Repairman (CMR).

Employees desiring to displace a carman-toolman as provided in this Agreement must make application to their existing manager and the manager at the point indicating their desire to transfer. It recognized that Union Pacific Railroad Company and Union Pacific Fruit Express Company reserves the right to approve or disapprove the application to displace a carman-toolman based on operational requirements, employee's work record, or for any other valid reasons. The employee displacing would start as a new employee (with a new service date) and be subject to the probationary rule, etc. governing new employees, except for the rules governing vacation, personal leave, and entry rates.

Effective this date, a Union Pacific Railroad Company employee who continues in service (either displacing as provided herein or being employed as a new employee) without a break in employment (caused by termination or resignation) with the Union Pacific Fruit Express Company, or vice versa, shall be credited with prior service for vacation purposes, personal leave and entry rates witch are granted on the basis of qualifying years fo service in the same manner as though all such time had been spent in the service of either Union Pacific Railroad Company or Union Pacific Fruit Express Company, as appropriate. The recognition of prior service as provided herein, will not be considered for purposes of determining service date, nor for purposes of determining

protection benefits. By allowing credit for vacation, personal leave and entry rates as indicated above does not establish any relationship between Union Pacific Railroad Company and Union Pacific Fruit Express Company that does not already exist.

It is agreed that this Agreement will not be cited by the employees nor the Organization in any legal proceedings of for any other purposes other than for determining displacement, vacation, entry rates and personal leave.

Yours truly,

/s/ Dan Moresette

Agreed:

/s/ Raymond W. Smith
General Chairman, BRC

Approved:

/s/ Gerald Gray
General Vice President, BRC



December 13, 1989

230-Mstr (BRC)
230-154

Mr. R. E. Nelson
General Chairman, BRC
P. O. Box 220
Maxwell, NE 69151

Mr. G. L. Boles
General Chairman, BRC
7712 Oak Creek Drive
Stockton, CA 95207

Mr. L. C. Bauman
General Chairman, BRC
P. O. Box 654
North Little Rock, AR 72115

Gentlemen:

As a result of our discussions, Rule 154 of the Collective Bargaining Agreement between the Union Pacific Railroad Company and the Brotherhood Railway Carmen effective November 1, 1976, is revised to read as follows effective January 1, 1990:

Rule 154: (a) In the event of not being able to employ journeymen carmen with three (3) years' experience, apprentices will be advanced to carmen in accordance with their seniority. If this does not provide sufficient employees to do the work, individuals who have had experience in the use of tools may be employed as Carmen-Toolmen.

(b) Individuals employed under this rule will be assigned a seniority date as of the date they commence service as Carman-Toolman. In the event two or more individuals commence work on the same day, they shall be ranked by date of birth, the oldest employees to be designated the senior ranking. The seniority established by this rule shall be used only for assignment of vacations, force reductions and recall, and bidding for positions. Any seniority established under this rule as a Carman-Toolman will be terminated on the same date the employee establishes his journeyman carman seniority date.

(c) Employees entering service on or after January 1, 1990, will work seven hundred thirty-two (732) days of service performing carmen's work before being granted a journeyman carman seniority date at the point employed. Six (6) hours shall constitute a day of service, however, a Carman-Toolman will not be credited for more than one (1) day in a twenty-four (24) hour period.

(d) Carman-Toolmen will not be retained in service when journeymen carmen with a Company service relationship become available.

It is further understood that effective January 1, 1990, the rule indicated above will be added to the Missouri Pacific Railroad Company Collective Bargaining Agreement effective September 1, 1981, as Rule 120. If you are agreeable to the above understanding, will you please so indicate in the space provided below.

Yours truly,

/s/ D. J. Smith

AGREED:

/s/ R. E. Nelson
General Chairman, BRC

/s/ L. C. Bauman
General Chairman, BRC

/s/ G. L. Boles
General Chairman, BRC

October 9, 2000

230-137
230-138

MR L C BAUMAN
GENERAL CHAIRMAN BRC
P O BOX 654
NO LITTLE ROCK AR 72116

Dear Sir:

RE: Interpretation and clarification of Rule 7 of the MPRR CBA concerning payment for Wrecking Service.

Recently agreement was reached with you to place the MPRR collective bargaining agreement on the former SPRR Western Lines. Along with this change, I agreed to change Rule 7 of the CBA and pay the over time rate of pay for wrecking service when performing such work outside of yard limits.

Since the effective date of this agreement, there have been numerous questions and concerns raised with regard to the intent of these changes. The following questions and answers will serve to clarify what the Company's obligations are as concerns the method of payment for Carmen called to perform wrecking service work.

1. Q: What is considered wrecking service.

A: Wrecking service is considered work involving the rerailing of one or more freight cars or locomotives. The terms "Wrecking Service" and "Derailments" are synonymous for the purpose of the interpretation of this agreement.

2. Q: What is considered yard limits.

A: Yards limits are generally defined by the Time Table. In major metropolitan area such as Houston and LA etc., where there are several yards within the geographically area of the city, all yards within the metropolitan area would be considered within yards limits.

3. Q: If the Wheel Change truck is used outside of yard limits to winch a car back on the tracks, would that be considered work requiring the payment at the over time rate.

A: Yes, if the car is derailed, then the work associated with rerailing the car would be paid under the wrecking service rule at time and one-half.

4. **Q: Carmen are sent out at the beginning of the shift for emergency road work during regular work hours and later called to perform rerailing duties, how are they paid?**

A: The Carmen are paid at the straight time rate for the emergency road work. Upon arriving at the derailment site the over time rate would begin and be paid until the derailment is finished. If there is additional emergency road work after the rerailing is completed, the employees would return to straight time rate until the end of their regular assigned hours.

5. **Q: Can a yard or train crew rerail equipment without using carmen?**

A: The Agreement provides that yard and train crews can do limited rerailing work provided it can be done with frogs or blocks.

6. **Q: When a contractor is used for wrecking service or derailments, is it necessary to call Carmen to assist the contractor?**

A: Yes, the Agreement requires that Carmen will be called to work with the contractor. The number of Carmen to be called is equivalent to the number of pieces of equipment of the contractor's rerailing equipment, with a minimum of two (2) and a maximum of four (4).

7. **Q: Are we required to call Carmen to work with the contractor within yard limits?**

A: Yes. But since the work is within yard limits, it is paid at the straight time rate for regular assigned hours and overtime rate for work outside of assigned hours.

The above serves to clarify some of the recent concerns that have been addressed to the both of us. It is also the intent to this clarification to be used to resolve any claims that are currently pending at the Initial and highest level of appeal.

Yours truly,

/s/ Dan Moresette

AGREED:

/s/ L. C. Bauman
GENERAL CHAIRMAN BRC

AGREEMENT

Between The

UNION PACIFIC RAILROAD COMPANY

And The

BROTHERHOOD OF RAILWAY CARMEN

This has reference to our recent discussion concerning the Company's desire to establish Car Inspector – HOS position(s) for employees you represent covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR), September 1, 1981 (MPRR).

Effective April 1, 2001, this agreement establishes, at the Company's discretion, Car Inspector – HOS position(s) subject to the following conditions:

- (1) It is understood that individuals assigned to such positions will be subject to the Hours of Service Law and FRA Random Drug Testing. Further, such individuals must successfully pass a Book of Operating Rules Examination before being assigned to such position or attempting to exercise displacement rights over a junior employee holding such assignment.
- (2) It is understood and agreed that Car Inspector - HOS duties as described in FRA regulations is not work exclusively reserved to any craft and that this Agreement shall not provide a basis for claiming such duties exclusively.
- (3) Car Inspector - HOS positions will be bulletined as hourly rated positions and will receive a 50* cents per hour differential above the journeyman's rate of pay pursuant to the guidelines for administration of differentials of Article VII of the November 27, 1991, Imposed Agreement. Positions as such will be assigned to the senior bidder providing they possess the qualifications indicated in Paragraph (1) above. If a position goes "no-bid", the Company will have the right to force assign the junior qualified Carman available or the junior Carman in the event none are qualified.
- (4) Any grievance concerning the application of the Agreement is to be handled directly between the General Chairman and the Highest Designated Officer of the Company.
- (5) This Agreement may be cancelled by either party by the serving of a 30 days written notification on the other party. If either of the Parties elect to cancel the Agreement, the BRC will have no further right to perform the work provided for in this Agreement

This Agreement is entered into to address a unique circumstance and will not be cited by either party in any future negotiations, national local.

Signed this day March 19, 2001.

**FOR THE BROTHERHOOD
OF RAILWAY CARMEN:**

/s/ L. C. Bauman

GENERAL CHAIRMAN, BRC

APPROVED:

/s/ R. A. Johnson

GENERAL PRESIDENT, BRC

FOR THE UNION PACIFIC RAILROAD:

/s/ Dan Moresette

GENERAL DIRECTOR LABOR RLNS

* **NOTE:** The differential of 50 cents indicated in Section 3 above was 25 cents in original agreement and changed by subsequent agreement on May 20, 2002.

AGREEMENT

Between The

UNION PACIFIC RAILROAD COMPANY

And The

BROTHERHOOD OF RAILWAY CARMEN

This has reference to our recent discussion concerning the Company's desire to establish a classification of Training Coordinator for employees you represent covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR), September 1, 1981 (MPRR).

Effective November 1, 2001, this agreement establishes a monthly-rated Safety Coordinator position subject to the following conditions:

(1) Safety Coordinator – A Carman designated by the Company to design and assist in implementing safety action plans, identify training needs and develop annual training plan, oversee hazard elimination process, coordinate/schedule annual safety certification testing, develop safety leadership among the work groups, update safety info bulletin board, prepared and distribute monthly safety statistics, work closely with regional and system safety groups and be fully conversant with all safety policies of the Company, OSHA, FRA and other compliance authorities for areas of responsibility.

(2) Safety Coordinator shall be a monthly rated position at a rate of \$3,750 per month. To determine the straight time hourly rate, divide the monthly rate by 176. Except as herein after provided, no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand no time is to be deducted unless the employee lays off of his own accord.

(3) Safety Coordinator positions shall be assigned Monday through Friday as the regular work week with Saturday and Sunday rest days. However, it is understood that the work week may vary to meet operations needs. Work required on rest days and holidays will be paid at the time and one-half rate of pay.

(4) Safety Coordinator positions are established and filled at the Company's discretion and therefore are exempted from the normal bid and bump provisions of the Collective Bargaining Agreements. There shall be no more than two (2) Safety Coordinator positions at any one location unless agreed to by the General Chairman and the Highest Designated Labor Relations Officer.

(5) The parties recognize the work performed pursuant to this Agreement is not within the scope of any agreement of the BRC and can be performed by other crafts and nonagreement personnel. The Company further reserves the

exclusive right to return the work perform by these positions to nonagreement employees at any time.

This Agreement is entered into to address a unique circumstance and will not be cited by either party in any future negotiations, national local.

Signed this day October 2, 2001.

**FOR THE BROTHERHOOD
OF RAILWAY CARMEN:**

/s/ L. C. Bauman

GENERAL CHAIRMAN, BRC

APPROVED:

/s/ R. A. Johnson

GENERAL PRESIDENT, BRC

FOR THE UNION PACIFIC RAILROAD:

/s/ Dan Moresette

GENERAL DIRECTOR LABOR RLNS

September1, 2003

MR L C BAUMAN
GENERAL CHAIRMAN, BRC
PO BOX 654
NORTH LITTLE ROCK AR 72115

Dear Sir:

This refers to our discussion during negotiations of the new Collective Bargaining Agreement concerning employees availing themselves for overtime assignments on their assigned rest days either before or after a scheduled vacation.

In our discussions you indicated a desire to retain an understanding similar to the October 3, 1974 Letter of Understanding. Therefore, I am agreeable to retaining the practice of allowing an employees to volunteer for overtime assignments on his rest days immediately preceding the week the employee has scheduled vacation, but such employee may not volunteer for overtime assignments on the rest days following the end of his vacation. This Understanding is only applicable when the employee is observing a full week(s) of vacation and is not applicable to one-day vacation situations.

If the above reflects our discussion and understanding, please sign in the space provided below.

Yours truly,

/s/ Dan Moresette

AGREED:

/s/ L. C. Bauman
GENERAL CHAIRMAN, BRC

September 1, 2003

MR L C BAUMAN
GENERAL CHAIRMAN, BRC
PO BOX 654
NORTH LITTLE ROCK AR 72115

Dear Sir:

This refers to our discussion during negotiations of the new Collective Bargaining Agreement concerning the retention of the MIC Agreement dated March 23, 1939, as amended.

After further review of this matter, it has been decided that based on the operational needs of the Carrier and the fact that other crafts will continue to work under the MIC Agreement on the former CNW property, the MIC Agreement will be retained for employees represented by BRC working at locations on the former CNW property. This Agreement also includes MICs working in Commuter Operations. It is further understood that employees represented by BRC who are working on MIC positions will have a position rate of pay of \$4,379.09 (position pay code 114).

With regard to retaining the MIC Agreement, in order to further clarify our understanding of the One-Day Vacation Agreement as it applies to employees holding MIC assignments, it is understood that when an employee schedules a week of vacation, one day at a time, eight (8) hours of the forty-eight hours of vacation available can only be scheduled on the sixth regular assigned work day. In other words, if an employee works Monday through Friday and also works alternating Saturdays as the sixth day, eight of the forty-eight hours of vacation taken one day at a time can only be used on a Saturday that is a regular scheduled work day.

If the above reflects our discussion and understanding, please sign in the space provided below.

Yours truly,

/s/ Dan Moresette

AGREED:

/s/ L. C. Bauman
GENERAL CHAIRMAN, BRC

September 1, 2003

MR L C BAUMAN
GENERAL CHAIRMAN, BRC
PO BOX 654
NORTH LITTLE ROCK AR 72115

Dear Sir:

This refers to our discussion during negotiations of the new Collective Bargaining Agreement concerning the intent of Rule 3 regarding employees being paid overtime rate for a change of shift under the terms of the Rule.

The Parties have agreed to the following application of Rule 3 to eliminate any potential misunderstanding:

Employee(s) required to change shifts because of a reduction, abolishment or adjustment of positions on a shift which result in the reduction of the number of positions on that particular shift shall be eligible for change of shift payment under the provisions of Rule 3. Employees who have sufficient seniority to remain on the same shift, but who voluntarily elect to displace or bid on another shift, shall not be entitled to the change of shift payment provided for in Rule 3.

Employees returning from leave of absence, adjustment of force that does not reduce the number of positions on the shift, or a voluntary decision by senior employee to bid or displace on a position on another shift which results in a junior employee exercising to another shift, are some examples, not all inclusive, in which the employee(s) would not be allowed overtime rate for the first shift of the change under the application of Rule 3.

If the above reflects our understanding, please sign in the space below to indicate your concurrence.

Yours truly,

/s/ Dan Moresette

AGREED:

/s/ L. C. Bauman
GENERAL CHAIRMAN, BRC

March 29, 2005

225-17
225-24

L C BAUMAN
GENERAL CHAIRMAN BRC
P O BOX 654
NORTH LITTLE ROCK AR 72115

Dear Sir:

This refers to our telephone discussion and subsequent meeting concerning employees you represent electing to take a position within the Company in another craft and the handling of their Carman's seniority.

Currently, when a regularly assigned Carman transfers to another Craft (not considered a "promotion" requiring them to maintain their membership under the provisions of Rule 14), they immediately forfeit their seniority upon being assigned to a position in another Craft. In order to allow such employee time to determine whether the transfer is in their best interest, the parties are agreeable to allowing Carman electing to transfer to another Craft, a thirty-(30) day leave of absence.

Therefore, effective this date, when employees in the Carman's Craft transfers to another Craft and such transfer is not considered a promotion pursuant to the November 18, 1986 Agreement, the employee will be considered on a leave of absence for thirty (30) calendar days. If at the expiration of the thirty days the employee does not return to the Carman's Craft, the employee will be remove from the Carman's seniority roster. The employee will be required to pay the appropriate union dues during the thirty-(30) day leave of absence in order to retain seniority during that period.

If the above reflects our discussion and agreement, please sign in the space below to indicate our concurrence.

Sincerely,

/s/ Dan Moresette

I CONCUR:

/s/ L. C. Bauman
General Chairman, BRC

MEMORANDUM OF AGREEMENT

Between The

Union Pacific Railroad Company

And The

Brotherhood of Railway Carmen

The purpose of this Memorandum of Agreement is to provide BRC represented employees covered by Collective Bargaining Agreement dated September 1, 2003, reprinted January 1, 2007, the opportunity to take two (2) weeks of vacation, day(s) at a time, herein referred to as "flex day(s)", rather than as two (2) full weeks, effective beginning in 2008.

IT IS AGREED:

1. Such vacation flex days shall be permitted when consistent with Carrier's service requirements as provided below.
2.
 - a. Employees who qualify for a vacation under the provisions of the National Vacation Agreement will be allowed to take two (2) weeks (10 days) of vacation in ten (10), one (1) day (8 hours)¹, of vacation during the period January 1st through November 15th of each year. If the employee elects to designate 2 weeks of vacation as flex, one week must be taken January 1st through May 30th and one week must be taken June 1st through November 15th. Employees who are scheduled to take group vacations pursuant to the National Vacation Agreement may use only flex vacation time that exceeds the lengths of the group vacation.
 - b. An employee electing to take flex vacation day option must advise the designated local manager and local chairman of his desire to take one (1) week (5 days) or two (2) weeks (10 days) vacation on a daily basis when vacations are normally scheduled. The employee must provide a minimum of forty-eight (48) hours' advance notice of his desire to take one (1) days' vacation and receive approval from his manager prior to utilizing each one (1) day vacation period.
 - c. Flex days of vacation not taken prior to November 15th will be paid in lieu of however, the manager has the right to schedule the remaining flex vacation day(s) prior to December 5th of current calendar year. Local Chairman shall furnish the designated manager on or before September 15th of each year statement indicating employees who have not scheduled designated flex vacation after September 15th. If employee has not scheduled remaining flex vacation prior to November 15th, employee must schedule any remaining flex vacation before November 15th.

¹ Where the workweek is not five (5) days, eight (8) hour work day, the number of days of flex vacation to be scheduled will be based upon the adjusted workweek, i.e., four (4) day work week of ten (10) hours; the number of flex vacation days permitted would be eight (8), ten (10) hour days.

² 2nd week flex vacation

- d. An employee will be permitted to take the flex vacation providing the Company's operational requirements can be met and the employee has been approved to be off on that day. In cases where multiple requests are made for the same date, consideration will be based on date the manager receives the request. In those cases where more than one (1) vacation request is received at the same time, seniority will be given due consideration and consistent with operational needs.
 - e. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under the provisions of this Agreement.
- 3. This Agreement supercedes any previous agreements covering flex vacation to be taken on a daily basis.
 - 4. All other provisions of the National Vacation Agreement, as amended, will apply without change.
 - 5. It is understood handling is without prejudice to either party's position concerning Agreements applicable to vacation. This Agreement may be terminated for the next and subsequent years by the Carrier upon serving thirty (30) days' written notice.

If you are agreeable to the terms contained herein, please so indicate in the space provided below.

Signed this 29th day of October, 2007.

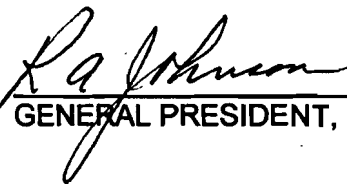
FOR THE EMPLOYEES:


INTERNATIONAL REPRESENTATIVE, BRC

FOR THE CARRIER:


GENERAL DIRECTOR
LABOR RELATIONS

APPROVED:


GENERAL PRESIDENT, BRC

October 29, 2007

Mr. Lennie C. Bauman
International Representative BRC
Missouri Pacific JPB #320
P.O. Box 654
North Little Rock, AR 72115

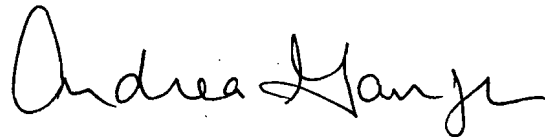
Dear Sir:

This refers to the flex days of vacation Agreement dated October 29, 2007, that allows employees the opportunity to take two (2) weeks of vacation on a daily basis.

It is understood that for employees who are assigned a monthly-rated position that includes a sixth (6th) day during the workweek referred to as the "stand-by day", such employees are entitled to twelve (12) days' of flex vacation for their assigned workweek. However, it is recognized that two (2) of the twelve (12) days' of the flex day vacation are to be scheduled and taken on the employee's assigned "stand-by" days.

If the above reflects our understanding and agreement, please sign in the space below to indicate your concurrence.

Sincerely,



AGREED:


International Representative, BRC

APPROVED:


General President, BRC

AGREEMENT

Between The

UNION PACIFIC FRUIT EXPRESS COMPANY

And The

BROTHERHOOD OF RAILWAY CARMEN

=====

This Agreement is made pursuant to the to establish a monthly rated position of Traveling Mechanical Refrigeration Repairman, as determined necessary by the Company to meet operational needs.

IT IS AGREED:

- I. Traveling Mechanical Refrigeration Repairman (TMRR) positions will be assigned to perform road and yard work. The monthly salary is arrived at by dividing total earnings of 2556 hours by twelve. The monthly salary as of October 1, 2007 shall be \$5,011.89.
 - A. The straight time hourly rate is determined by dividing the monthly rate by 213.
 - B. TMRR positions will be assigned one (1) rest day per week, Sunday if possible. Rules applicable to other Carmen shall apply to service on such assigned rest day.
 - C. Ordinary maintenance work required on the sixth day of the work week will be paid at the time and one-half rate, giving the employee an additional one-half rate per hour in addition to his monthly rate.

NOTE: An "emergency" under this rule is considered an unplanned occurrence requiring timely action to prevent delays to scheduled work of Carrier's operations and protect refrigerated shipments.
 - D. No overtime is allowed for the time worked in excess of eight (8) hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.
 - E. Regularly assigned road employees under the provisions of this rule may be used at seniority point to perform other work in connection with the work of their regular assignments.
 - F. Where meals and lodging are not furnished by the Carrier or when the service requirements make the purchase of meals and lodging necessary while away from the seniority point, employees will be paid actual necessary reasonable expenses.
 - G. If it is found that this Agreement does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salary for these positions may be taken up for adjustment by the General Chairman with the Designated Labor Relations Officer.

- H. Employees paid under this Agreement who are required to work on holidays will be allowed additional compensation at the pro rata rate with a minimum of two (2) hours, if required to work more than two (2) hours, a maximum of four (4) hours will be allowed.
- II. Traveling Mechanical Refrigeration Repairman positions shall be filled on the basis of qualification and fitness, with management to be the judge of qualification and fitness. If, in the determination of the management, qualification and fitness are sufficient, seniority will prevail in the assignment.
- III. Carmen assigned to TMRR positions shall retain seniority at their home point.
- IV. There is nothing contained in this Agreement that recognizes positions established pursuant to this Agreement will be filled on rest days, vacation or if the position is vacant for any other reason when, in the judgment of the management, the position is not required to be filled.
- V. The elimination of such position(s) at a point will not be considered as an abandonment as contemplated under Section 1 of Article I of the Agreement dated September 25, 1964.
- VI. In initially filling these positions, the following qualified employees will be reclassified as Traveling Mechanical Refrigeration Repairmen at their current locations:

NAME	EID	LOCATION
Richard Sanders	0071398	Avondale
Johnny Sanchez	0009720	Los Angeles
Lonnie Scott	0063275	Nampa
Raul Felizardo	0038936	West Colton
Romeo Tabuso	0251759	Oakland
Barry Bringhurst	0269642	Ogden

- VII. Employees reclassified in paragraph VI above will receive displacement protection provided in Section 5 of under Article I of the September 25, 1964 National Agreement. A copy of the test period earnings information for these employees will be furnished to the Organization as well as the local manager for dissemination to the individuals involved as soon as calculations on the test period earnings are completed. We anticipate that this information should be completed in approximately ninety (90) days after the transfers to these positions is completed.

In computing the test period earnings, the test period would be the past twelve (12) months in which compensated service was performed commencing with the end of the month preceding the day the employee's position was changed.

The Carrier will also provide these employees one of two options:

1. Select the displacement allowance as provided for in the Implementing Agreement under the provisions of and Article I of the September 25, 1964, Agreement,

OR;

2. In lieu of the displacement allowance, select a lump-sum payment, subject to Federal, State and RRTA Employment taxes, equivalent to 75% of the difference between the Test Period Average (displacement allowance) and straight time earnings (176 hours @ assigned rate) the employee would be entitled to for twelve (12) months,

Example:	Test Period Average		\$4,150.00
	Straight time earnings	$\$21.34 \times 176 \text{ hrs} =$	<u>\$3,755.84</u>
	Difference		\$394.16
	75% Factor		\$295.62
	Times 12 month factor		<u>x12</u>
	Lump-Sum Payment		\$3,547.44

The selection of one of the above options must be made within thirty (30) days from the date the employee is notified of his Test Period Average. If no selection is made in the thirty (30) days, the employee will be treated as selecting Option I above, the Displacement Allowance of Article I.

VIII. This Agreement is made without precedent or prejudice to the position of either party and it will not be cited by either party in any future negotiations, national or local.


Agreed on this 4th day of December, 2007.

AGREED:


INTERNATIONAL REPRESENTATIVE, BRC


GENERAL DIRECTOR LABOR
RELATIONS, UPFE

APPROVED:


GENERAL PRESIDENT, BRC