

RCL DRAFT 7

AGREEMENT

between

IDAHO AND SEDALIA TRANSPORTATION
COMPANY, LLC

and

BROTHERHOOD OF RAILROAD SIGNALMEN
REPRESENTING SIGNAL SHOP
EMPLOYEES CLASSIFIED HEREIN

Effective _____

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SCOPE:

This agreement governs the rate of pay, hours of service and working conditions of employees in the Idaho & Sedalia Transportation Company, LLC Signal Shop who construct, test, inspect, or repair the following:

1.
 - (a) Interlocking plants and interlocking systems
 - (b) Signals and signal systems including inoperative signals and train order signals, automatic cab signal equipment excluding portions on motive power and rolling stock.
 - (c) Car retarder systems
 - (d) Centralized traffic control systems
 - (e) Highway crossing warning systems and devices
 - (f) Automatic train controlling or stopping systems, except those portions on motive power or rolling stock.
 - (g) Track occupancy indicators
 - (h) Snow melters, switch heaters, cleaners or blowers handled manually or through signal or centralized traffic control systems.
 - (i) Switch Machines, electrical switch locks and switch circuit controllers
 - (j) Existing installation testing, and testing of circuit boards and relays used in connection with any of the systems and devices listed above.
 - (k) Wiring of all signal apparatus whether or not they are related to any of the above systems.
 - (L) New technologies used in connection with any signal system.
2. Carpentry and painting, in connection with repairing signal, relay housing, crossing flashers and gates, interlocking or retarder systems, apparatus or device.
3. Spring switch mechanisms, including buffer and facing point lock, when used in signaled territory.
4. Electric switch lamps.
5. All wayside detector systems and devices including but not limited to, hot box detectors, dragging equipment detectors, high/wide detectors, high water detectors, slide fences, and car counting devices connected to or through systems and devices listed in this scope rule.
6. Sign making used in connection with any of the signal devices listed in this Scope Rule.

7. All other work generally recognized as signal work, performed in the signal shop. The classifications enumerated in Rule 1 include all the employees of the Signal Shop performing work referred to under the heading of "Scope."
8. This agreement will include the appurtenances and apparatus of the systems and devices referred to herein.

NOTE: Persons holding supervisory or official positions not covered by this agreement will not be required or permitted to perform work covered by this agreement except when no employee covered by this agreement is qualified to perform a particular job and in such instances will be accompanied by a signal shop technician.

RULE 1 - SENIORITY CLASSIFICATIONS

- A. Signal Shop Foreman: An employee assigned the duties of supervising the work of other employees in the signal shop. They may perform only work of an instructive nature and administrative functions.
- B. Assistant Signal Shop Foreman: An employee assigned to work with and supervise the work of other employees in the signal shop.
- C. Signal Shop Technician: An employee assigned to wire, repair and adjust relays, signals and signal apparatus, Signal Department measuring instruments, who is assigned in the signal shop.
- D. Assistant Signal Shop Technician: An employee in training for positions coming within the collective bargaining agreement working under the direction of a signal shop technician. (An Assistant may perform work in a signal house independent of a signal shop technician)

Note: An assistant signal shop technician may work independently from a signal shop technician under provisions of this rule.

RULE 2 - 40-HOUR WORK WEEK

NOTE: The expressions "positions" and "work" used in this rule 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.

GENERAL

There is established for all employees, subject to the exceptions contained in this agreement, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; or consisting of four days of ten hours each with three consecutive days off. The foregoing work week rule is subject to the provisions which follow:

- A. Five-Day Positions
On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

- B. Accumulation of Rest Days
 - 1. Shop employees may, by majority, elect to have their hours of assignment and work days established to work four (4) ten (10) hour consecutive work days and accumulate three (3) rest days. consistent with the requirement of the service and subject to management approval.

Overtime will be computed on the basis of pay at the time and one-half rate after ten (10) hours per day. Any service performed on the accumulated rest days will be paid at time and one-half rate except in those instances where double time pay would be appropriate after sixteen (16) hours.

- 2. Employees will qualify for holiday pay by complying with existing holiday rules. Employees on vacation will qualify for holiday pay under existing agreement rules. Employees working shortened work weeks under this section (Accumulation of Rest Days) will accrue vacation credits and be awarded same as though working on a five (5) day forty (40) hour work week.

In the event a holiday occurs during the four consecutive work days, the local chairman and the person designated by management will determine the method which the employees will use to make up the time needed to complete the 40 hour work week.

Should the holiday occur during the accumulated rest days, the employee will be allowed pay pursuant to the National Holiday Agreement.

With a signed election in writing by a majority of the employees subject to a compressed work period and with the concurrence of the manager, accumulated rest days may be used for work days to make up time and observe holidays on their normal observed days. Under this same approval process, rest days may be worked in

exchange for time off on work days immediately preceding or following such holidays. Any rest days worked under this provision will be in the pay period the holiday is observed and will be paid for at the straight time rate.

RULE 3 - ESTABLISHED HOURS AND DAYS

The regularly established number of working hours will not be reduced below eight hours per day or forty hours per week, except in weeks in which positions are established or abolished, unless agreed to in writing by a majority of the employees affected through their Local Chairman. Copy will be supplied to the General Chairman. The number of days may be reduced in a week in which holidays specified in Rule 17 occur, by the number of such holidays.

RULE 4 - SHIFTS

There may be one, two or three shifts employed. Where one shift is worked, eight (8) consecutive hours, exclusive of meal period, will constitute a day's work. Where two or more shifts are worked, eight (8) consecutive hours will constitute a day's work.

The starting time of the working period where one shift is worked, or the first shift, where two or three shifts are worked, will be established between the hours of 5:00 A.M. and 9:00 A.M. consistent with actual service requirements.

Where two shifts are worked, the starting time of the second shift will be established consistent with actual service requirements, but not later than 6:00 P.M.

Where three shifts are worked, the second shift will immediately follow the first shift, and the third shift will immediately follow the second shift.

The starting time of employees will not be changed without first giving the employees affected seventy-two (72) hours notice. Starting times will not be temporarily changed for the purpose of avoiding overtime.

Employees working second shifts will be paid an additional \$2.00 per hour. Employees working third shifts will be paid an additional \$3.00 per hour. These rates will be adjusted concurrently with each subsequent general wage increase.

RULE 5 - CHANGE OF SHIFT

- A. Employees changed from one shift to another will be paid for the first shift of each change at time and one-half rate, except where change is made in the exercise of seniority *or* for the convenience of employees.
- B. Payment of time and one-half, as provided in this rule, will not be considered as overtime in the application of Rule 11 (absorption of overtime).

RULE 6 - MEAL PERIOD

The meal period will be established at a definite time, between the end of the fourth hour and the end of the sixth hour after starting work. If the established meal period is not afforded, it will be paid for at the overtime rate, and twenty (20) minutes with pay in which to eat, will be afforded at the first opportunity. This does not apply to employees assigned to eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch.

RULE 7 - LENGTH OF MEAL PERIOD

Unless acceptable to a majority of the employees directly interested, the meal period will not be less than thirty (30) minutes nor more than one (1) hour. Duration of the meal period within these limits may be changed by agreement between local officers of the Company and the local committee representing the employees.

RULE 8 - SECOND AND SUBSEQUENT MEAL PERIODS

Signal employees can be required to work overtime without an opportunity for a second meal period.

Employees working 8 hour days who are required to work more than ten (10) hours will be paid an arbitrary of one (1) hour at the overtime rate in lieu of a second meal period and cost of such meal. Employees working 10 hour days who are required to work more than twelve (12) hours will be paid an arbitrary of one (1) hour at the overtime rate in lieu of a second meal period and cost of such meal. An additional one (1) hour arbitrary will be paid for every 5 hour period thereafter. This rule does not apply to employees who are working to make up time for holidays under Rule 2.

RULE 9 - TIME BEGINS AND ENDS

An employee's time will begin and end at a point designated by bulletin.

RULE 10 - OVERTIME

Time worked preceding or following and continuous with a regularly assigned eight (8) hour work period will be computed on actual minute basis and paid for at time and one-half rate, the regularly assigned eight (8) hour work period will be paid at straight time rate.

Time worked after sixteen (16) hours of continuous service will be computed on the actual minute basis and paid for at the double time rate until employee is released for eight (8) consecutive hours time off duty. For purposes of computing sixteen (16) hours of continuous service, as referred to herein, actual time worked will be counted from time on duty until relieved for eight (8) consecutive hours time off duty.

It is understood that nothing in this rule requires that the Carrier retain an employee on duty at punitive rate of pay.

In the application of this rule the starting time of new employees temporarily brought into the service in emergencies will be considered as of the time they commence work or are required to report for work.

Work in excess of forty (40) straight time hours in any work week will 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, to or from a furloughed list, or where the rest days are being accumulated.

Employees worked more than five (5) days in a work week will be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work week except where such work on the sixth and seventh days is performed by an employee due to moving from one assignment to another, to or from a furloughed list, or where the rest days are being accumulated.

There will be no overtime on overtime; neither will overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays, be utilized in computing the forty (40) hours per week, nor will time paid for in the nature of arbitraries, or special allowances such as attending court, investigations, coroner's inquest, boards of inquiry, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of payment for such hours, or where such time is now included in computations leading to overtime.

Where employees are required to work overtime, the senior man will be given preference to such overtime work.

RULE 11 - ABSORBING OVERTIME

Employees will not be required to suspend work during the regular hours for the purpose of absorbing overtime.

RULE 12 - CALLS

- A. Employees released from duty and notified or called to perform work outside of and not continuous with regular working hours will be paid a minimum allowance of three (3) hours at the time and one-half rate; if held longer than three (3) hours, they will be paid at the rate of time and one-half computed on the actual minute basis, until the double-time rate becomes applicable as provided in Rule 10.
- B. The time of employees so notified in advance will begin at the time required to report. The time of an employee called will begin at the time called. The time of an employee notified or called will end at the time released at designated headquarters point.

- C. Employees so called less than one (1) hour before their regular starting time will be paid one (1) hour at the time and one-half rate; if more than one (1) hour, they will be paid three (3) hours at the time and one-half rate. If on duty for more than three (3) hours, they will be paid at the rate of time and one-half computed on the actual minute basis.

RULE 13 - ROAD SERVICE (NOT HELD OUT OVERNIGHT)

(a) Employees performing service requiring them to leave and return to their home station on the same day (within 24 hours from regular starting time of their assignment) will be paid continuous time exclusive of established meal period from time reporting for duty until released at home station. Straight time will be allowed for all straight time work; overtime for all overtime work. Straight time will be allowed all traveling or waiting.

(b) Employees riding in or operating trucks or required to be responsible for Company tools and/or materials while traveling will be considered as performing work as referred to in these rules and will be compensated accordingly.

(c) Each man will be paid the amount of travel time from one point to another based on the mode of transportation offered by the Company, regardless of how any employee actually travels from one point to the other.

RULE 14 - ROAD SERVICE (HELD OUT OVERNIGHT)

Employees sent away from home station and held out overnight will be allowed compensation as provided in Rule 13 until the employee is released from duty at location where suitable eating and sleeping accommodations are available.

If meals and lodging are not furnished by the Company, actual necessary expenses will be allowed until employee is released at his home station.

Signal employees working away from their assigned headquarters will be assigned one person to a room when lodging is provided, when available. Lodging referred to herein will be either in a hotel/motel equivalent to AAA or better, clean and healthful.

RULE 15 - FILLING HIGHER RATED POSITION

When an employee is required to fill the place of another employee receiving a higher rate of pay, he will 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 16 - RETURN TO FORMER POSITIONS

An employee assigned to temporary service not exceeding six (6) months will, when released, return to his former position unless it has been abolished or has been filled by a senior employee in the exercise of his displacement rights.

RULE 17 - SERVICE PERFORMED ON REST DAYS OR HOLIDAYS

- A. Work performed on assigned rest days and the following holidays shall be paid for at the rate of time and one-half on a minute basis with a minimum of three (3) hours:

- New Year's Day
- Presidents' Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day (the day before Christmas Day is observed)
- Christmas Day
- New Year's Eve (the day before New Year's Day is observed)

- B. Subject to the qualifying requirements applicable to regularly assigned employees contained in Section C hereof, each regularly assigned hourly and daily rated employee shall receive eight hours pay at the pro rata hourly rate of the position to which assigned for each of the holidays enumerated above.

Subject to the qualifying requirements applicable to other than regularly assigned employees contained in Section C hereof, all others who have been employed on hourly or daily rated positions shall receive eight hours pay at the pro rata hourly rate of the position on which compensation last accrued to them for each of the above-identified holidays, provided (1) compensation for service paid the employee by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) the employee 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, noncompliance with a union shop agreement, or disapproval of application for employment.

The provisions of this section and Section C hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede any more favorable rules and practices existing 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.

- C. A regularly assigned employee shall qualify for the holiday pay provided in Section B hereof if compensation paid the employee by the Carrier is credited to the work days 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 work week, the first work day following such employee's rest days shall be considered the work day immediately following. If the holiday falls on the first work day of such employee's work week the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

All others for whom holiday pay is provided in Section B hereof shall qualify for such holiday pay if on the work day preceding and the work day following the holiday they satisfy one or the other of the following conditions:

- 1 Compensation for service paid by the Carrier is credited; or
- 2 Such employee is available for service.

NOTE: "Available" as used in subsection (2) above is interpreted by the parties to mean that employees are available unless they lay off of their own accord or do not respond to a call, pursuant to the rules of the applicable agreement, for service.

For purposes of Section B, the work week for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that such employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the work week of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee being relieved.

For other than regularly assigned employees, whose hypothetical work week is Monday to Friday, both days inclusive, if the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

Compensation paid under sick-leave, bereavement leave and personal leave rules or practices will not be considered as compensation for purposes of this rule, and in such cases compensation on the first workday immediately preceding or following such day and/or days shall be the qualifying factor.

- D. Provisions in existing agreements with respect to holidays in excess of the eleven (11) holidays referred to in Section B hereof, shall continue to be applied without change.
- E. Nothing in this rule shall be construed to change existing rules and practices thereunder governing the payment for work performed by an employee on a holiday.

RULE 18 - VACATIONS

(a) The National Vacation Agreement of December 17, 1941 as it has been interpreted and amended will be considered a part of this Agreement. See Appendix B.

(b) Employees may elect to take vacation in one-day parts or on an hourly basis with a minimum of one-half workday, subject to management approval consistent with the provisions of Appendix B.

(c) Employees with less than one-year service will accumulate vacation credits at the rate of 4 hours per month. These employees will be permitted to use their vacation days in accordance with paragraph (b) above or they may accumulate vacation days up to a total of one week. Employees must have at least 6 months service before using any of their accrued vacation time pursuant to this paragraph. Employees with less than one year's service who voluntarily leave the service will forfeit any unused vacation credits.

Employees with more than one year service will be governed by terms outlined in the National Vacation Agreement (See Appendix A).

RULE 19 - RELIEVING SHOP FOREMEN

When Signal Shop Foremen are off during vacation periods, or for other reasons, they will be relieved by the Assistant Signal Shop Foremen, if available, otherwise they will be relieved by the senior qualified Signal Shop Technician. Vacancies of less than one day need not be relieved, in all other cases vacation relief will be provided.

RULE 20 - JURY DUTY

Loss of time due to jury duty will be paid for in accordance with Article IV - Jury Duty of Mediation Agreement of November 16, 1971, as follows:

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he will 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 will be paid is limited to a maximum of 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 because of jury duty the carrier will have the option of determining whether or not the employee's regular position will be blanked, notwithstanding the provisions of any other rules.
- E. Except as provided in paragraph F, an employee will not be required to work on his assignment on days on which jury duty:
 - 1. ends within four hours of the start of his assignment; or
 - 2. is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.
- F. On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 21 - BEREAVEMENT LEAVE

For the time necessary to attend the funeral and handle matters related thereto in the event of death of a spouse, child, parent, parent-in-law, grandparent, brother, sister, grandchildren, stepchildren, or stepparents, of an employee who has been in service two (2) years or more, three (3) work days with pay will be granted the employee.

RULE 22 - WITNESSES

Employees taken away from their regular assigned duties at the request of the management to attend court or to appear as witnesses for the Company and who lose time as a result thereof, will be allowed eight hours at pro rata rates for each work day, and eight hours at time and one-half for rest days and holidays, or actual amount they would have earned had they remained on their regular assigned positions, whichever is the greater. Transportation will be furnished and actual expenses allowed while away from headquarters. Any fee or mileage accruing will be assigned to the Company.

RULE 23 - COMMITTEE CONFERENCES

All conferences between Company officials and Local Chairmen or Local Committeemen of the Brotherhood of Railroad Signalmen will be held during regular working hours without loss of pay to the Local Chairman or Local Committeemen.

This rule is not applicable to conference between the General Chairmen and Labor Relations Representatives.

RULE 24 - EXPENSE ACCOUNTS

Employees will receive allowances for expenses as soon as possible consistent with accounting practices applicable to all classes. In the event, the Company disputes any item(s) submitted on an expense account, payment will be made on undisputed items as outlined above.

RULE 25 - RATES OF PAY

The Carrier will compile a new rate sheet each time the rate of pay changes on the individual positions listed, including the basic rate and the rate including the cost-of-living allowance. A copy of the rate sheets will be furnished to the General Chairman.

The parties agree to adjust pay rates of employees at the Sedalia Signal Shop consistent with future increases made on signal positions presently enumerated in the UP Classification rule.

RULE 26 - SENIORITY

Union Pacific employees who elect to transfer to I&S will be ranked in seniority order, using their current UP seniority dates. When future UP employees transfer to I&S they will be placed on the I&S roster in accordance with their relative ranking on UP rosters.

Employees entering the service on or after the effective date of this agreement will establish a seniority date as of the date their pay starts. Employees whose applications are rejected within ninety (90) days of first commencing work will not establish seniority.

Seniority classifications will be as outlined in Rule 1.

RULE 27 - PREVIOUS EXPERIENCE

An assistant signal shop technician will be classified and paid in accordance with his previous experience in signal work on this or any other railroad and not to exceed two (2) years (580 days) in any related line of electrical or mechanical work, in accordance with the appropriate rate - as outlined in Rule 25.

RULE 28 - SENIORITY RIGHTS

A. Rights accruing to employees under their seniority entitle them to consideration for positions in accordance with their relative length of service as hereinafter provided.

B. If more than one employee begins service on a seniority district on the same date the employee's relative position on the roster will be decided by random drawing.

RULE 29 - FORFEITURE OF SENIORITY

In order to be eligible for recall, employees furloughed by reason of force reduction must have a current address on file at all times with the Designated Company Officer of I&S. Any change of address must be transmitted via U. S. Mail within ten (10) days of the change to:

General Manager, I&S
451 South Marshall Street
Sedalia, MO 65301

All notices of recall will be transmitted to the last address of record. Employees failing to respond to the recall letter will be subject to the provisions of Rule 43.

RULE 30 - SENIORITY DISTRICTS AND RESTRICTIONS

Seniority rights of employees will be restricted to the Sedalia Signal Shop.

RULE 31 - RETAINING SENIORITY

An employee retiring under the disability provisions of the Railroad Retirement Act retains his seniority and his right to return to service, as provided for by the Act.

RULE 32 - SENIORITY ROSTERS

Seniority rosters will show the name and date employees establish seniority in the I&S Signal Shop.

Seniority rosters will be revised in January of each year, and will be open to correction for a period of sixty (60) calendar days thereafter. A seniority date not protested within sixty (60) days from its first posting on a roster will be considered permanently established. Typographical errors in subsequent rosters may be corrected at any time. Copies of revised rosters will be furnished to the General Chairman of the affected employees.

RULE 33 - PROMOTION TO OFFICIAL POSITIONS

A. Employees promoted to an official or subordinate official position with the Idaho and Sedalia Railroad Company (including subsidiary companies); employees serving on railroad commissions or bureaus; employees elected to public office; or employees occupying full-time office with the Brotherhood of Railroad Signalmen will retain and continue to accumulate seniority on the seniority rosters on which they hold seniority. In the event such position is abolished, the employee will be permitted to exercise his seniority displacement rights, as provided in Rule 41 of this agreement. An employee relinquishing or demoted from such position will be permitted to return to the seniority class from which promoted and to displace the junior employee (if his junior) in such class.

B. Signal Shop employees covered by this agreement will be considered for promotion to supervisory and other official positions.

RULE 34 - SENIORITY RETENTION

A. Any employee who was promoted to an official, supervisory, or excepted position from the craft or class represented by the Brotherhood of Railroad Signalmen on or before September 23, 1986, may elect to accumulate seniority within the craft or class represented by the Brotherhood of Railroad Signalmen. Such an employee who elects to accumulate seniority will have ninety (90) days from September 23, 1986, to pay a fee no greater than the current quarter's membership dues to the applicable local lodge. Thereafter he will accumulate seniority so long as he pays a fee no greater than the current membership dues of his local lodge. In the event such an employee does not pay the required fees, the duly authorized representative of the Brotherhood of Railroad Signalmen will so notify the designated Carrier officer with a copy to the employee involved. An opportunity for a hearing and reinstatement similar to that provided a current employee represented by the Brotherhood of Railroad Signalmen will be provided. If such promoted employee is not reinstated, he will retain but cease to accumulate seniority in the craft or class represented by the Brotherhood of Railroad Signalmen.

B. Any employee who is promoted to an official, supervisory, or excepted position from the craft or class represented by the Brotherhood of Railroad Signalmen subsequent to September 23, 1986, may elect to retain and accumulate seniority within the craft or class represented by the Brotherhood of Railroad Signalmen so long as he pays a fee no greater than the current membership dues to the applicable local lodge. In the event such an employee fails to pay such fee, the duly authorized representative of the Brotherhood of Railroad Signalmen will so notify the designated carrier officer with a copy to the employee involved. An opportunity for a hearing and reinstatement similar to that provided a current employee represented by the Brotherhood of Railroad Signalmen will be provided. If such promoted employee is not reinstated, his seniority in the craft or class represented by the Brotherhood of Railroad Signalmen will be terminated and his name will be removed from the appropriate seniority roster.

RULE 35 - BULLETINS

Bulletins will contain the following information:

1. Title and position
2. Location (Headquarters)
3. Hours of Service
4. Rest Days
5. Rate of Pay
6. Permanent or Temporary
7. Vacated by
8. Instructions as to when bids must be received and to whom they must be addressed.

RULE 36 - ADVERTISING POSITIONS FOR SENIORITY CHOICE

A. New positions and vacancies, except positions of Assistant Signal Shop Technicians, which are expected to be of more than six months' duration will be advertised as permanent within thirty (30) calendar days previous to or ten calendar days following the date such new position is created or vacancy occurs. New positions and vacancies of more than thirty (30) calendar days and less than six months' duration will be advertised within the above time limits as temporary. Except when temporary vacancy is due to physical disability of employee, a position which has been advertised as temporary and does in fact exceed six months, will be re-advertised at the end of six months as permanent, except as described in paragraph B of this rule. Bulletins will be made accessible by posting to all employees affected for a period of ten calendar days. Employees desiring such positions will file their applications with the designated official, with copy to Local Chairman, within that time and an assignment will be made within five calendar days thereafter. Employees affected and the Local Chairman will be promptly advised of the assignment made. Copies of bulletins and assignments will be provided to the full-time officers of the Union Pacific General Committee.

B. When an employee has been granted an annuity under the provisions of the Railroad Retirement Act account of physical disability, the position formerly held will be bulletined as permanent. If the physical disability improves to such an extent that the employee can return to work before reaching age 65, such employee will be permitted, upon 30 days' notice, to return to the position last held (if it has not been abolished or acquired by a senior employee in the exercise of displacement rights), or displace any junior employee who has acquired a position during the period of absence.

C. Bulletined positions may be filled temporarily, pending an assignment, and in event no applications are received may be filled within thirty (30) calendar days by hiring a new employee who will be considered as assigned by bulletin.

D. Bulletins covering positions vacant due to leave of absence will state duration of leave.

E. Positions or vacancies of thirty (30) calendar days or less will be considered temporary and may be filled without bulletining. When filled, the senior furloughed employee will be called and used where available, and where not available and a junior employee is used, any senior furloughed employee will upon arrival, and reporting for duty, be permitted to displace the junior employee.

F. The Company will establish a voice mail system or other means to notify Union Pacific employees of positions available at I&S. Employees interested in such positions will be eligible to apply for these positions as outlined above. If no UP employees express a desire to fill the positions, the company may hire new employees to fill the positions.

RULE 37 - ASSIGNMENTS TO NEW POSITIONS OR VACANCIES

In filling vacancies and new positions, ability being sufficient, seniority will govern.

Notice of assignment to bulletined positions will be posted five (5) days after the bulletin closes. Transfer of successful applicants to new assignments will be made within fifteen (15) calendar days after date of assignment. If the successful applicant is not so transferred within the above specified period and held by direction of the management, the employee will be allowed a penalty allowance of \$20.00 per calendar day until such time as the employee is placed on said position.

When an employee bids for and is awarded a bulletined position, the former position will be declared vacant and bulletined. An employee assigned after bidding in a bulletined position will be required to accept the assignment.

The successful applicant must accept the newly assigned position; failing to do so he will be removed from service.

An employee assigned under this rule is not eligible to bid back into vacancy created by himself on the same job more than one time.

If a position being filled under a temporary assignment is abolished, the individual filling such position may return to his former position if such position still exists and it has-not been acquired by a senior employee in the exercise of his displacement rights.

Nothing in this agreement requires the maintenance of any position.

Copies of notices of assignments will be furnished the General Chairman and the Local Chairmen concerned.

RULE 38 - ACCEPTING POSITIONS UNDER SENIORITY RIGHTS

Employees accepting positions in the exercise of their seniority rights will do so without causing expense to the company.

Union Pacific employees who elect to fill future shop vacancies or positions will be provided reimbursement for lodging by the Company for the first 30 days or until such time as the employee's application has been rejected, whichever comes first. For a similar period such employees will also be allowed \$35.00 per day per diem pay for meals and other incidental costs. The Company will provide up to five nights per week and two weekends lodging expenses and per diem pay. During the first 30 days the company may reject the employee's application for any reason. Such employees will return to Union Pacific in accordance with provision outlined in Rule 52 of the UP CBA. Once the employee has been accepted he will be provided with a moving benefit of \$2,500 to be paid within two weeks of the actual date in which he moves to the Sedalia area. The amounts referred to in this rule will be adjusted annually based on increases or decreases in the consumer price index urban (CPI-U).

RULE 39 - ESTABLISHED POSITIONS

Established positions will not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of the rules in this agreement.

RULE 40 - REDUCTION IN FORCE

- A. Except as otherwise provided in paragraphs C and D below, force reductions will not be made nor will positions be abolished until the employees affected have been given not less than fourteen (14) calendar days advance written notice.
- B. When force is reduced, the senior man will be retained and the position held by the junior employee will be abolished.
- C. Advance notice will not be required under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph D below, provided that such conditions result in suspension of a Carrier's operations in whole or in part. It is understood and agreed that such 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 his position without having been previously notified not to report will receive four (4) hours pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing rules.
- D. Advance notice will not be required 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.

RULE 41 - DISPLACEMENTS

- A. When force is reduced or positions abolished, an employee affected may, within ten (10) calendar days from date of displacement (or if displaced while on vacation or leave of absence, within ten (10) calendar days from date of return), displace any employee his junior. An employee so displaced may exercise his seniority rights in the same manner. Unless satisfactory evidence of being unavoidably detained is provided, failure to exercise seniority as set forth above will cause the employee to forfeit seniority rights. In the exercise of seniority employees' pay rates will not be reduced below that of a Signal Shop Technician.
- B. An employee exercising his displacement rights under this rule must give notice of his intention to displace to the individual being displaced; the General Manager or his designee, and local chairman no later than during regular work hours of the regular work day immediately preceding the date of actual displacement. A displacement is not effective until the employee is physically displaced. With the

concurrence of management, employees who have been notified of their displacement may move prior to a physical displacement in order to avoid the loss of time.

- C. In the event a new position is created, or a vacancy exists, an employee entitled to make a displacement may take such new position, or vacancy, until such time as the successful applicant is assigned. When an employee places himself on a vacancy, such placement will be considered as his bid on the vacancy.
- D. An employee who takes a position as provided in Section C and is not the successful applicant for the position, provided it is a position that must be advertised for seniority choice, or if the position is abolished or he is displaced therefrom, he will be entitled to again exercise the privileges of this rule.
- E. When a position, which has been abolished, is re-established within twelve (12) months, the employee who occupied the position at the time it was abolished, will have the right to take the reestablished position; if that employee does not accept the reestablished position, it will then be bulletined as a new position.
- F. An employee returning from leave of absence or annual vacation desiring to exercise seniority over a junior employee occupying a position that was advertised and closed for bidding during his absence must do so within five (5) calendar days from return.

RULE 42 - RECALL OF FURLOUGHED EMPLOYEES

- A. When an employee, laid off by reason of force reduction, desires to retain seniority rights, the employee must immediately file with the designated Carrier officer and Local Chairman any subsequent change of address. Laid off employees will be recalled in seniority order and, except as provided below, if they fail to return to service within ten (10) calendar days after being notified, they will forfeit all seniority rights. Notification of employment opportunities will be made through the designated Carrier Official.
- B. In filling positions if the senior furloughed employee is not available, the senior available furloughed employee may be used until the senior furloughed employee reports for duty.
- C. If the service for which recalled is expected to be of 60 days or less duration, such information will be included in recall notice and failure to return for such service will not result in forfeiture of seniority except in case of the junior employee or employees, as case may be, on recall list.

RULE 43 - LEAVE OF ABSENCE

A. Employees will be granted leaves of absence in writing when they can be spared without interference to the service, but not to exceed six months within any twelve month period, except in cases of sickness, organization work, special service with railroad bureaus or commissions, or holding public office. Copy of leave of absence will be furnished to the Local Chairman. Unless satisfactory evidence of being unavoidably detained is provided, any employee who fails to report for duty at the expiration of leave of absence will be considered as voluntarily resigned from service and such position will be declared vacant and bulletined unless an extension has been granted.

Leaves of Absence with permission to work elsewhere must have written approval of the General Chairman.

B. Employees returning from leave of absence or sick leave may return to former position or may exercise seniority rights over any junior employee who is holding a position that has been bulletined during such absence, except that if former position has been abolished or is being held by a senior employee in the exercise of displacement rights, such employee will exercise seniority over junior employees. Employees desiring to return from leave of absence before expiration thereof must give the designated carrier officer and the employee involved five (5) calendar days' advance notice before making displacement; except, however, employees granted medical leave of absence who are released for duty to return to service before expiration thereof must give forty-eight (48) hours' advance notice before returning.

C. Positions of employees granted leave of absence for military service will be promptly bulletined as vacancies for duration of such leave. Assistant Signal Shop Technician may, upon their return to the service, continue their period of training and will be promoted and assigned to position of Signal Shop Technician, if such position is available, upon completion of same period of training served by junior assistants who were promoted while they were in military service. They will be accorded the same seniority date and standing that they would have established had they remained in the service of the Carrier.

D. Employees on approved leaves of absence absenting themselves from their assignments for five (5) consecutive working days without proper authority will be considered as voluntarily forfeiting their seniority rights and employment relationship. Such employees may make request for a hearing relative to their forfeiture of seniority to show justifiable reason as to why proper authority was not obtained. Said request for hearing must be made within ten (10) calendar days from the date of removal from service.

RULE 44 - COMMITTEE WORK

Employees serving on committees will be granted leave of absence when needed for committee work.

RULE 45 - SUPERANNUATED EMPLOYEES

Employees who have performed long and faithful service for the Company and who have become unable to handle heavy work to advantage, will be given preference of such light work in the Signal Shop as they are able to handle subject to the concurrence of the General Chairman.

RULE 46 - PHYSICAL EXAMINATIONS

A. Physical Disqualification

An employee subject to the Agreement between the parties hereto who is disqualified as a result of an examination conducted under the Carrier's rules governing physical or mental examinations will be notified in writing, with copy to his General Chairman of his disqualification and will be carried on leave of absence.

B. Requesting Re-Examination

If the employee feels his condition does not justify removal from the service or restriction of his rights to service, he may request re-examination. Such request must be submitted by him or his representative within thirty (30) days following notice of the disqualification, unless extended by mutual agreement between the General Chairman and Labor Relations. He may be given further examination as follows:

1. The employee will be re-examined by a physician designated by the Carrier and a physician of the employee's choice who will both be graduates of a Class (A) medical school of regular medicine. If the two physicians agree that the man is disqualified, their decision is final; if they agree the man is qualified, he will be returned to service.
2. If the two physicians fail to agree, the employee's physician and the Carrier's physician will select a third physician who will be a practitioner of recognized standing in the medical profession; and, where any special type of case is involved, must be a certified specialist in the disease or impairment which resulted in the employee's disqualification. The board of physicians thus selected will examine the employee and render a report of their findings within a reasonable time, not exceeding 30 days after their selection, setting forth the employee's physical condition and their conclusion as to whether he meets the requirements of the Carrier's physical examination rules. The 30-day period may be extended by mutual agreement between the General Chairman and Labor Relations.
3. The Carrier and the employee involved will each defray the expense of their respective physicians. The fee of the third member of the board will be borne equally by the employee involved and the Carrier. Other examination expenses such as X-ray, electrocardiographs, etc., will be borne equally by the employee involved and the Carrier.

4. If the majority of the Board of Physicians conclude that the employee meets the requirements of the Carrier's examination rules, he will be permitted to return to the service from which removed.
5. If there is any question as to whether there was any justification for restricting the employee's service or removing him from service at the time of his disqualification by the Carrier doctor(s), the original medical findings which disclose his condition at the time disqualified will be furnished to the neutral doctor for his consideration and he will specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral doctor will be accepted by both parties in settlement of this particular feature. If it is concluded that the disqualification was improper, the employee will be compensated for loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.
6. In the event the decision of the Board of physicians is adverse to the employee and he subsequently considers that his physical condition has improved sufficiently to justify considering his return to service, a re-examination will be arranged upon request of the employee, or his representative, but not earlier than ninety (90) days after such decision.

Should it be necessary to select a second Board of Physicians to resolve such a request for a re-examination and the decision of such second Board of Physicians is adverse to the employee, he will not be subject to any further re-examination.

C. Subsequent Re-Examination

If the employee accepts such physical disqualification and it later appears that his physical condition has improved and he furnishes evidence acceptable to the Carrier of such improvement, he will be permitted to return to service as promptly as possible. In the event the evidence is not acceptable, an examination may be arranged by the Carrier to determine his physical qualifications.

NOTE: It is recognized and understood by the parties that this is a minimum standard, subject to change of Carrier policy.

RULE 47 - EXAMINATIONS

Examinations or re-examinations as employees may be required to take, will be conducted during regular working hours without deduction in pay therefor.

RULE 48 - REPORTS

All reports required from signal employees by the Carrier may be filled out during regular assigned hours. Accident reports will be filed promptly, however, employees injured while on duty will not be required to make an accident report before they have been given proper medical attention and are in physical and mental condition to do so.

RULE 49 - INVESTIGATIONS, DISCIPLINE AND APPEALS

A. An employee who has been in service more than ninety (90) calendar days, or whose application has been formally approved, will not be disciplined or dismissed without a fair and impartial investigation, however, by mutual agreement with the company, an employee may accept discipline proposed by the company and waive, in writing, the right to a formal investigation. The waiver will specify the discipline to be assessed, but the waiver assessment will not result in dismissal, except for cases arising under the Prevention Program Companion Agreement, dated October 25, 1985. The employee will be afforded an opportunity to consult with his duly accredited representative before signing a waiver. The signed waiver will be placed on the employee's personal record and a copy will be furnished to the Local Chairman.

B. If a waiver is not offered and accepted, a formal investigation will be held and the employee will have the right to be represented at the investigation by an employee of his choice or by his duly accredited representative, and the employee and his representative will have the right to interrogate all witnesses produced by the Carrier. If the employee desires to have witnesses present at the investigation, the employee will have the right, at his expense, to bring to the investigation such witnesses. The Carrier will have the right to interrogate witnesses produced by the employee. The degree or level of discipline offered an employee on a waiver will not be increased to a higher level due to the employee not accepting the waiver. The employee may, however, be held out of service pending such investigation if serious infractions of the rules or safety are involved. In all disciplinary cases, except as otherwise provided in the footnote, the employee will be notified in writing of the specific charge or charges against him within fifteen (15) calendar days from the date the Carrier had knowledge of the alleged offense. Certified U.S. Mail will be considered written notice.

In cases wherein the Claimant is being held out of service, the investigation will be held within fifteen (15) calendar days from the date the employee is charged. In cases wherein the Claimant is not being held out of service, the investigation will be held within thirty (30) calendar days from the date the employee is charged.

C. In cases wherein the Claimant is being held out of service, a decision will be rendered and the employee notified within fifteen (15) calendar days after the completion of the investigation. If discipline is to be assessed, a transcript of the testimony taken at the investigation will be furnished to the employee under charge and his representative within fifteen (15) calendar days after the close of the investigation.

In cases where the Claimant is not being held out of service, a decision will be rendered and the employee notified within thirty (30) calendar days after the completion of the investigation. If discipline is to be assessed, a transcript of the testimony taken at the investigation will be furnished to the employee under charge and his representative within thirty (30) calendar days after the close of the investigation.

D. An employee disciplined and who is dissatisfied with the decision rendered in his case may, within sixty (60) calendar days from the date of the decision following the investigation present an appeal in writing personally, or through his representative, to the highest officer designated by the Management to handle such matters. A decision will be rendered by the highest designated officer within sixty (60) calendar days of the postmark of the appeal letter. Conference to discuss such appeal and decision will thereafter be held. It is understood by all parties that this expedited appeal system is only applicable to discipline claims.

All claims or grievances involved in a decision by the highest designated officer will be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by 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.

E. In the event the charge is not sustained, it will be stricken from the record and the employee reinstated if he has been removed from his position, and compensated for his net wage loss.

F. This rule will not apply to requests for leniency.

G. All time limits referred to in this rule may be extended by mutual agreement between the parties.

H. In the event that a disciplinary letter is placed on an employee's personal record, the employee and the employee's local chairman will also be provided a copy of the letter.

NOTE 1: Time limitations as to preferring the charge and conducting the investigation are suspended in the event proceedings against the employee referred to herein are pending in either federal or state courts, a conviction in which may indicate the Carrier's rules have been violated.

NOTE 2: The reference to "A duly accredited representative" or "duly accredited representatives" as used in this rule shall be interpreted to mean only the officers or committees of the organization of employees which is recognized as the authorized representative of the class or craft of employees in accordance with the provisions of the Railway Labor Act, as amended.

I. Special Boards of Adjustment (Expedited Boards) may be established to handle disputes arising out of this rule. When such Boards are established the parties will mutually agree to the terms and conditions of such Boards.

J. Employees will be permitted to exercise provisions of the Upgrade Policy, Core Agreement, or Diversion program in connection with this rule.

RULE 50 - CLAIMS AND GRIEVANCES

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 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim be disallowed, the Carrier will, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance will be allowed as presented, but this will 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, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier will be notified in writing within that same time of the rejection of his decision. Failing to comply with this provision, the matter will be considered closed, but this will 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 the handling of a claim or grievance on the property, extend the 60-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

C. The requirements outlined in paragraphs A and B, pertaining to appeal by the employee and decision by the Carrier, will govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer will be barred unless within nine (9) months from the date of said 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 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 and all rights of the claimant or claimants involved thereby will, 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 will be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost will be sufficient.

E. This rule recognizes the right of representatives of the organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

F. This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.

RULE 51 - UNJUST TREATMENT

An employee who considers himself unjustly treated, other than covered by these rules, will have the same right of hearing and appeal as provided in Rule 49 if written request is made to his immediate supervisor within ten (10) calendar days of cause of complaint. Failing to dispose of the complaint in such hearing, appeal may be taken in accordance with Rule 50.

Any complaint made by one employee against another will be made in writing.

RULE 52 - REINSTATEMENT OF EMPLOYEES

Employees who have been dismissed who are subsequently reinstated will be returned to the position formerly occupied providing the reinstatement is within 180 calendar days of the date dismissed and the former position has not been abolished or acquired by a senior employee in the exercise of displacement rights. All employees affected by the return of such employee will have the same rights. Assignment of a reinstated employee out of service more than 180 calendar days will be determined by the General Manager and the General Chairman.

RULE 53 - EMPLOYEE INFORMATION

The Carrier will provide the General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers, if available, otherwise the employees' identification numbers. The data will be supplied within 30 days after the month in which the employee is hired or terminated.

RULE 54 - VALIDATING RECORDS

A. An employee who enters the service of the Company will be accepted or rejected within ninety (90) calendar days from date he begins work. If not notified *in writing* to the contrary within the time stated it will be understood that he becomes an accepted employee, but this rule will not operate to prevent his removal from service if subsequent to the expiration of ninety (90) calendar days, it is found that information given in his application for employment is false.

B. An employee who enters the service of the Company will, within ninety (90) calendar days have returned to him all certificates of service, letters of recommendation and other papers which have been furnished by him.

C. Upon written request, an employee leaving the service will be furnished a service letter.

RULE 55 - PRIVATE AUTOMOBILES

When employees are requested and are willing to use private automobiles for Company-use, an allowance will be made at the established IRS rate automobile mileage allowance.

RULE 56 - TOOLS AND EQUIPMENT

A. The Company will furnish all employees covered by this Agreement without cost to the employee, such tools, equipment, safety equipment and training manuals that are considered necessary by Management to properly and safely perform the work of their assignment and pass examinations given by the Company.

B. Hand tools that are lost or stolen will be replaced by the Company. Employees, however, will be responsible for replacement of hand tools that are assigned to them and are lost or stolen as a result of their negligence.

C. The employee will use and take reasonable care of equipment provided by the company.

D. Signal employees who are required by the company as part of their duties to work on high voltage circuits and/or pull wire or cable will be provided protective gloves.

E. Rubber gloves, aprons and boots will be furnished to battery men on request.

RULE 57 - INCLEMENT WEATHER

During inclement weather, employees will be given such sheltered work as is available in connection with routine jobs then underway.

RULE 58 - LOSS OF EARNINGS

An employee covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement will be reimbursed for such loss.

RULE 59 - OTHER PROVISIONS

All National Agreements listed in Appendix A are part of the Master National Agreement and are incorporated herein as part of this Agreement.

This agreement contains certain National Agreements negotiated with the majority of the railroads in the United States and the Brotherhood of Railroad Signalmen and is included here for information only and in all cases the actual agreement should be referred to for actual language and/or interpretation.

The exclusion of agreements, understandings and interpretations from this agreement is not to be construed as excluding, canceling or superseding such agreements or understandings, unless they are in conflict with this Agreement.

RULE 60 - PRINTING AGREEMENT

This agreement and all subsequent memoranda will be printed by the Company and sufficient number of copies supplied to the General Chairman for all employees covered by the agreement. Copies of same will be supplied within 30 days after the General Chairman has made such request.

RULE 61 - INTERPRETATIONS AND RULINGS

Whenever a ruling is made by the General Manager of the Company, affecting the interpretation of any rule in this agreement, the General Chairman will be furnished with a copy of such ruling.

RULE 62 - EFFECTIVE DATE

This Agreement in its entirety, including Supplements contained herein, will take effect _____, and will remain in full force and effect until changed in accordance with the Railway Labor Act, as amended.

FOR THE BROTHERHOOD OF
RAILROAD SIGNALMEN:

FOR THE COMPANY:

General Chairman, BRS

General Director, Labor Relations

APPROVED: _____
Vice President, BRS

APPENDIX A

These Agreements are part of the Master National Agreement and are incorporated herein.

Master
National
Agreement
Part 1

Title

Section C	Washington Job Protection Agreement
Section F	Non-Operating National Holiday Provisions
Section D	National Vacation Agreement
Section E	Union Shop Agreement
Section Z	Personal Leave
Section J	Feb. 7, 1965 Mediation Agreement
Section Q	Article XII - Changes of Residence due to Technological Operational or Organizational Changes
Section L	Off-Track Vehicle Accidents
Section T	Dues Check Off
Section Y	Voluntary Payroll Deduction of Political Contributions
Section H	Summary of Health Welfare Benefits
Section P	Apprentice Training Program
Section S	Supplemental Sickness Benefits

Part 2

Section E	Skill Adjustment Agreement
Section F	Advanced Training Agreement

APPENDIX B

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

BROTHERHOOD OF RAILROAD SIGNALMEN

In a joint effort to provide a safer working environment, and as an alternative method of handling situations involving Rule "G,"

IT IS AGREED:

Section 1. If any signal employe believes that another signal employe is' in an apparent unsafe condition to work, such employe may immediately contact a Carrier officer. If the Carrier Officer, upon investigation, determines there is an apparent Rule "G" violation, the employe shall be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished back to the reporting point.

Section 2. Once an employe has been relieved from service under section 1, such employe must contact the Company's Employee Assistance Program (EAP) Counselor on the division involved within five (5) calendar days of the day removed from service (See Attachment "A"). If the employe contacts the EAP Counselor and accepts counseling, he shall be paid for the full tour of duty on the date removed from service.

Section 3. If the employe complies with the requirements set forth in Section 2, and the EAP Counselor determines the employe is not in need of counseling, the employe shall be 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 Section 2.

Section 4. If the employe complies with the requirements set forth in Section 2, and the EAP Counselor determines the employe is in need of counseling and the employe accepts counseling, the employe shall be immediately returned to service, subject to a favorable recommendation from the EAP counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Section 2.

Section 5. If the employe does not comply with the requirements set forth in Section 2, or refuses to accept the counseling provided in Section 4, the individual may, if so desired, request a formal investigation; however, such request must be made within five (5) calendar days of the day removed from service. Employes who do not request an

investigation must request a leave of absence in writing. One forty-five (45) day leave of absence will be granted. If the employe has not contacted the EAP Counselor before the end of the written leave of absence, the employe shall be considered as voluntarily forfeiting all seniority rights and employment relationship.

When an employe or employes originate action, as provided in Section 1, they will not be called as a Company witness or witnesses, if the employe requests a formal investigation.

Section 6. This Agreement shall apply one time only to each employe covered thereby. Thereafter, all applicable rules in the Schedule Agreement shall apply.

Section 7. This Agreement is effective December 1, 1984, and is subject to termination by either party upon the serving of five (5) calendar days' written notice upon the other party.

Signed this 29th day of November, 1984.

FOR THE BROTHERHOOD OF
RAILROAD SIGNALMEN:

/s/ Ronald L. Hinkley
General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY:

/s/ E. R. Myers
Director of Labor Relations-
Maintenance of Way & Signal

APPROVED:

/s/ V. Van Artsdalen
Vice President

APPENDIX C
AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF RAILROAD SIGNALMAN
PREVENTION PROGRAM COMPANION AGREEMENT

The Union Pacific Railroad Company and the Brotherhood of Railroad Signalmen jointly recognize that safety is the paramount concern and that an alcohol and drug free environment is an essential element in maintaining a safe work place, and agree to the following to ensure the utmost compliance with Rule "G":

Section 1. An employe 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 employe has had no Rule "G" offense on his or her record for at least ten (10) years; and

(b) The employe 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."

Section 2. Participation in the Rule "G" R/E Program shall continue for a period of twelve (12) months unless the employe elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Counselor.

Section 3. A letter notifying the employe of the availability of the Rule "G" R/E Program, and containing a request form to be completed by the employe shall be attached to the Notice of Dismissal.

Section 4. The employe 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) calendar days of receipt of the Notice.

Section 5. The employe must contact the Employee Assistance Counselor within three (3) working days of electing to participate in the Rule "G" R/E Program.

Section 6. After being contacted, the Employee Assistance Counselor shall evaluate the employee to determine whether the employee may safely be returned to service and the course of treatment which the employee should follow. Any course of treatment ordered shall include follow-up drug (and alcohol if appropriate) testing in line with the Carrier FRA approved Drug and Alcohol Policy.

Section 7. If the evaluation indicates that the employe 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 employe must follow the course of treatment established by the Counselor during the remainder of the Program.

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

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

Section 10. An employe 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 employe has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employe from service and the employe shall revert to the status of a dismissed employe.

Section 11. If the employe successfully completes the Rule "G" R/E Program, a notation to that effect shall be placed on the employe's personal record, the employe's probationary status shall terminate, and all seniority and other rights shall be restored.

Section 12. No claims shall be progressed by or on behalf of the employe based on time lost as a result of the incident leading to the employe's participating in the Rule "G" R/E Program.

Section 13. This Agreement is effective November 1, 1985, and is subject to termination by either party upon the serving of five (5) calendar days' written notice upon the other party.

Signed this 25th day of October, 1985.

FOR THE BROTHERHOOD OF
RAILROAD SIGNALMEN:

/s/ Ronald L. Hinkley
General Chairman, BRS

APPROVED:

/s/ V. Van Artsdalen
Vice President, BRS

FOR THE UNION PACIFIC
RAILROAD COMPANY:

s/ E. R. Myers
Director of Labor Relations
Maintenance of Way & Signal

(Date)

(Inside Address)

Dear _____,

As a qualifying employee who has been dismissed for a violation of Rule G, you may elect to participate in the Rule G Rehabilitation/Education Program. The Program requires 12 months' participation. However, you may elect to withdraw from the Program or the Employee Assistance Counselor may remove you from the program.

Should you elect to participate, the following steps must be taken:

- (1) You must complete and return the attached request form to the undersigned within 10 days of your receipt of this letter.
- (2) You must contact, (name of appropriate Employee Assistance Counselor) within three days of electing to participate in the Program.

The Employee Assistance Counselor will then evaluate you to determine whether or not you may safely be returned to service and the course of treatment which you should follow. This evaluation will result in one of the following:

- (1) If the evaluation indicates you may safely be returned to service, you shall be returned to service on a probationary basis with all seniority unimpaired. Upon returning to service, you must follow the course of treatment established by the Employee Assistance Counselor.
- (2) If the evaluation indicates you may not safely be returned to service, you shall continue in the status of a dismissed employee until subsequent evaluation(s) indicate it is safe to return you to service on a probationary basis. You must follow the course of treatment established by the Employee Assistance Counselor both while out of service and after any return to service.

As mentioned earlier, at anytime during your 12-month participation in the Program, you may either withdraw from the Program or the Employee Assistance Counselor may remove you from the Program. These actions would result in the following:

- 1) If you are removed from the Program and have been returned to service, you shall be removed from service and shall revert to the status of a dismissed employee without any further disciplinary proceeding.
- 2) If you should withdraw from the Program and have been returned to service, you shall be removed from service and shall revert to the status of a dismissed employee without further disciplinary proceedings.

f you should elect to participate and should satisfactorily complete the entire 12-month Program, a notation to that effect shall be placed on your Personal Record and your probationary status shall terminate and all seniority and other rights shall be restored.

The request form is attached to this letter. If you elect to participate in the Program, please complete the form and return it to the undersigned within 10 days of receipt of the Letter of Dismissal.

Yours truly,

(The Officer Who Signed The Letter Of Dismissal)

ELECTION TO PARTICIPATE IN

THE RULE G REHABILITATION/EDUCATION PROGRAM

Mr. _____
(Name of Officer Signing Letter of Dismissal)

I elect to participate in the Rule G Rehabilitation/ Education Program. I understand my participation is governed by the October 25, 1985, Agreement establishing the Program. I further understand I must contact Employee Assistance Counselor _____ (name of appropriate counselor) _____ within three days.

(Name of Employee)

(Date Signed)

APPENDIX D
AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF RAILROAD SIGNALMEN

It is the desire of RCL/I&S and BRS to establish a training agreement that will meet the meet the training needs of signal shop employees.

IT IS THEREFORE AGREED:

Section 1

(a) The training program will consist of work experience, classroom instruction, and homework. An employee participating in this program will be classified as an Assistant Signalman, which is defined as follows:

ASSISTANT SIGNAL SHOP TECHNICIAN: An employee in training for position of signal shop technician and working under the direction of any qualified Class I employee.

(b) RCL/I&S may establish or maintain at its discretion such positions of Assistant Signal Shop Technician in this training program as it deems necessary without observing the bulletin procedures of the collective bargaining agreement.

Section 2

After the effective date of this agreement, future vacancies of Assistant Signal Shop Technicians in this training program will be filled from employees newly hired employees. Assistant Signal Shop Technicians will be required to successfully complete the training program. Any Assistant Signal Shop Technician who fails to pass any portion of this training agreement will relinquish all seniority rights and his/her service will be terminated immediately. Those Assistant Signal Shop Technicians who successfully pass the training program will be immediately promoted to Signal Shop Technicians upon completion of the program or on the anniversary date of their second year of employment, whichever comes first.

Section 3

(a) Except as provided in this agreement, Assistant Signal Shop Technicians will be required to serve four separate periods of 1040 straight time hours of service before being considered eligible for promotion to Class 1 positions.

(b) The applicable rates of pay for Assistant Signal Shop Technicians will be as follows:

First Period -	_____per hour
Second Period -	_____per hour
Third Period -	_____per hour
Fourth Period -	_____per hour

These rates of pay are subject to applicable general wage and Cost of Living adjustments.

(c) Assistant Signal Shop Technicians will be required to satisfactorily pass an examination for each training period before progressing to the next period or before graduating from the program. A grade of seventy five percent (75%) will be considered a passing grade. If an employee is not tested by the Carrier for promotion to the next pay level in the training program within the time allotted above (1040 straight time hours), he will progress to the next pay rate but must still complete classes and testing for each training period.

(d) During the first training period, Assistant Shop Technicians will be required to attend a course of at least ten (10) days of formal lab and classroom instruction, which will be uniform in application to the various employees taking the course for a given training period. The initial classroom course will be given as near as practicable at the completion of the first training period with subsequent classroom courses to be scheduled within the second training period. If the Assistant Signalman successfully passes the examination, he/she will be advanced to the next training period at that time, and his/her rate of pay will be adjusted accordingly.

(e) During the course of training, Assistant Shop Technicians will be required to take examinations on matters related to the study material, discussions and hands-on work experience covered in the current and previous training periods. In the event the Assistant Signal Shop Technician fails to satisfactorily pass the examination, a re-examination of the instruction and material of the training period that was failed will be given within sixty (60) days of the date of his/her failure. The employee will be graded on the re-examination in the same manner as the examination that was failed. Failure of an employee to take an examination when scheduled or satisfactorily pass a re-examination will result in the forfeiture of the employee's seniority, and his/her service with the company will be terminated immediately.

If the employee is unable to take the re-examination as scheduled or satisfactorily pass such re-examination for reasons beyond his/her control, with the concurrence of the designated company officer and General Chairman, a further re-examination will be permitted. Upon request, the General Chairman or his/her designee may attend the re-examination of any employee.

Section 4

(a) Assistant Signal Shop Technicians, who are required at the direction of management to travel and who are not furnished a means of transportation by the company will be reimbursed for the cost of any authorized public transportation. If an employee is authorized to use his/her personal vehicle for transportation, he/she will be paid an allowance at the authorized rate per mile for normal roadway travel miles by the most direct route.

Section 5

(a) Should the requirements of service necessitate more employees in Class 1 than are available, the Assistant Signal Shop Technicians who have passed the greatest number of examinations will be considered for promotion to fill the vacancy, fitness and ability being sufficient. Assistant Signal Shop Technicians who have completed one year of service and refuse to accept promotion will terminate their services with the carrier.

(b) In the event an Assistant Signal Shop Technician is promoted prior to successfully completing the training program, he/she will be required to continue in the training program and take and pass such remaining examinations on the same basis as if he/she were still an Assistant Signal Shop Technician. If such employee fails to pass the re-examination as provided under the procedures of this agreement, he/she will forfeit his/her seniority in all classifications and his/her services with the carrier will be terminated.

If an Assistant Signal Shop Technician is promoted to a Class 1 position prior to successfully completing the training program and fails to meet the requirements of the Class 1 position within a reasonable amount of time, he/she will be disqualified by written notification stating the reasons therefore and will be restored to an Assistant Signal Shop Technician position and compensated at the rate consistent with his/her training period and examinations passed.

Section 6

(a) Textbooks and other study material will be supplied by the carrier at no cost to the employee. Employees will sign receipts acknowledging responsibility for such materials and payment for loss or damage of the materials, excluding normal wear and tear. Upon successful completion of the course, such materials will become the property of the employee. Employees who fail to complete the training program must return all course material to the carrier or make payment in lieu thereof.

(b) Examinations given under the provisions of this agreement, will be administered on a fair and impartial basis, and employees will not be examined on matters which they have not had an opportunity to become familiar with either through the study of training material or other instructional materials applicable to their status of training or training which has been afforded them.

(c) During the course of their training, Assistant Signal Shop Technicians will be required to take and pass examinations on matters related to their training, including safety rules, common standards, construction standards and specifications, and Signal Shop Rules, etc., prior to their completion of the training program. Failure to pass the prescribed examinations on these subject matters, which will be administered in the same manner as other examinations and re-examinations provided by this agreement, will result in the employee forfeiting seniority rights in all classifications and his/her service with the carrier will be terminated.

Section 7

A new employee entering service or a former employee re-entering the service of the carrier on a position as an Assistant Signal Shop Technician will be paid the applicable rate for the position that he/she occupies or the appropriate rate provided by this agreement, based upon his/her previous experience in signal work. Such an employee will qualify to hold a position of Signal Shop Technician, only if he/she has successfully passed a comparable signal training program on another railroad; or has successfully passed the four examinations of this training program; or has had equivalent training.

Section 8

If any questions arises with respect to the interpretation or application of this agreement, it may be handled by the General Chairman directly with the Director of Labor Relations.

**Appendix E
(Former UP Appendix "T")**

**AGREEMENT
Between The
UNION PACIFIC RAILROAD COMPANY
And The
BROTHERHOOD OF RAILROAD SIGNALMEN**

On April 6, 1995, the Interstate Commerce Commission approved, in Finance Docket 32133, the merger of the Chicago & North Western Railway Company (C&NW) into Union Pacific Railroad. On September 12, 1996, the Surface Transportation Board approved, in Finance Docket 32760 and selected subdockets, the merger of the Southern Pacific Transportation Company and its subsidiaries (SPRR) into Union Pacific Railroad and its subsidiaries (UPRR). By letter dated October 18, 1996, UPRR served notice of its intent to close the SPRR signal shops at Houston, Texas, and Denver, Colorado, and transfer the work and employees to either Sedalia, Missouri, or Council Bluffs, Iowa. A copy of the notice is attached as Attachment "A". By letter dated January 13, 1997, UPRR served notice of its intent to transfer corresponding work from the C&NW to Sedalia, Missouri. A copy of the notice is attached as Attachment "B". During discussions on these notices, the parties recognized a need to create system shops to coordinate the performance of this work on a system wide basis. Accordingly, pursuant to Article 1, Section 4 of New York Dock Conditions,

IT IS AGREED:

SECTION 1.

Effective April 1, 1997, the signal shop at Sedalia, Missouri, will be designated as system signal shop. On that date, the signal shops at Houston, Texas, and Denver, Colorado, will be closed, and all work performed by BRS represented employees at these shops will be transferred to the shops at Sedalia, Missouri, and Council Bluffs, Iowa. Also on that date, the work covered by Carrier's notice of January 13, 1997 will be transferred from C&NW locations to Sedalia, Missouri. It is understood that if the Carrier should elect to reopen additional shops it is under no obligation to reestablish any at Houston, Denver, Roseville or Portland. It may open such shops at any location it deems appropriate.

SECTION 2.

(a) On March 3, 1997, twelve (12) new positions will be advertised for the Sedalia Shop to absorb the work being transferred from Houston and Denver, and will be advertised to employees having seniority rights in the Houston and Denver Shops.

First preference will be given to those employees holding positions in these shops. In the event an employee holding a position within these shops elects not to bid on a position in the Sedalia Shop, the position will be assigned to the senior applicant holding seniority on the seniority district covering that shop. If these positions remain unfilled, they will then be offered to UPRR(including C&NW employees). If the positions are not filled by those employees holding positions in these shops, the number of positions will be reduced by the number of employees accepting separation allowances under Section 3 of this agreement.

On March 3, 1997, three (3) positions will be advertised in the Sedalia shop to absorb the work being transferred from C&NW, and will be advertised to former C&NW employees. Assignments to the Sedalia Shop will be made in seniority order. If these positions are not filled, they will be offered to UPRR employees.

(b) The positions identified in Carriers' notice of October 18, 1996, will be abolished so as to coincide with the transfer of work as set forth in Section 1 above. No C&NW positions will be abolished as a result of the transfer of this work.

(c) All SPRR and C&NW BRS employees will be added to the "System Seniority Roster". Placement on the system roster will be based upon an employee's earliest continuous service date in the signal department.

NOTE: The "System Seniority Roster" will only be used for the specific purposes identified in this Agreement.

(d) Employees transferring from SPRR and C&NW into the Sedalia shop, will have their seniority dovetailed into the Sedalia Shop working list, with all employees in the shop listed in accordance with their standing on the system seniority roster. A shop working list will be created for the Roseville Shop as of February 1, 1997. Employees on these shop working lists, as of February 1, 1997, with a seniority date prior to January 1, 1989, will be granted first rights to positions in the shop in which they are working and will have an asterisk placed next to their names on the shop working list. Employees with the asterisk designation will be subject to displacement only by:

- (1) a senior employee displacing as a result of force reductions within the shop based upon their seniority standing on the shop working list;
- (2) any employee who could have exercised a displacement pursuant to the appropriate schedule agreement prior to the effective date of this agreement.

Asterisks will be removed from shop working lists and forfeited once such employee leaves the signal shop for any reason. Employees who do not have prior rights will be subject to displacement by any senior employee on the system roster. Force reductions in a shop will be based upon their seniority standing on the shop working list.

(e) Future vacancies in a shop will be advertised to the system roster and employees will be assigned in seniority order based upon their standing on the system roster. Employees on the system roster may bid or displace to or from the signal shop without consequence to their seniority under their collective bargaining agreement. Such employees also will not be required to accept recall to their home seniority while working in the system shops.

SECTION 3.

During the time the positions to be transferred from Houston and Denver are being advertised, UPRR will allow eight (8) (6 T&L and 2 D&RGW) BIRS represented employees working on the seniority territories covering these shops the opportunity to accept a separation allowance. The amount of such allowance will be calculated pursuant to the provisions of Section 9 of the Washington Job Protection Agreement. In order to reach retirement, the separation allowance may be taken in equal installments over a period not to exceed eighteen (18) months. Such separation allowances will be granted in seniority order.

SECTION 4.

It is recognized that employees may move to and from the shop and occupy positions under their respective collective bargaining agreements. Service in the shop and under an employee's collective bargaining agreement will be combined for vacation, personal leave, entry rates, and other present or future benefits that are granted on the basis of qualifying time of service in the same manner as though all such time had been spent in the service under one collective bargaining agreement.

It further is recognized that by moving to and from the shop an employee would be moving from one health and welfare program to another. An employee therefore will remain with the health and welfare coverage provided under the collective bargaining agreement where he holds seniority.

SECTION 5.

Instrument cases and relay houses to be installed on the territory of the former Southern Pacific Western Lines will be wired by employees at a consolidated signal shop or signal employees on the seniority district where the cases or houses are to be installed.

SECTION 6.

(a) The New York Dock employee protective conditions, which is attached hereto as Attachment "C", will be applicable to this transaction. There will be no duplication of benefits by an employee under this agreement and any other agreements or protective arrangements.

(b) If UP employees are entitled to protection as a result of this transaction, the following will apply:

- (1) Not later than the twenty fifth day of the month following the month for which benefits are claimed, each "dismissed" employee will provide the Carrier with the following information for the month in which he/she is entitled to benefits:
 - a. the day(s) claimed by such employee under any unemployment act, and
 - b. the day(s) each employee worked in other employment, the name(s) and addresses of the employer(s), and the gross earnings made by the employee in such other employment.
- (2) If a dismissed employee has nothing to report under this Section account not being entitled to benefits under any unemployment insurance and having no earnings from other employment, such employee will submit, within the time period provided for in Section 5(B)(1), the appropriate form stating "Nothing to Report." The claim is to be submitted to:

Supervisor, Protection Management
1416 Dodge Street, Room 335
Omaha, Nebraska, 68179
- (3) The failure of any dismissed (furloughed) employee to provide the information required in this Section will result in the withholding of all protective benefits for the month in question pending receipt of such information for the employee.
- (4) Any "displaced" employees will file an initial claim with the Supervisor Protection Management at the address set forth in Section 2 above. If an employee is determined to be eligible for displacement allowances, the employee will be paid a differential allowance for each month in which he/she is entitled. Such employee need not file any additional forms unless he/she becomes furloughed. In such event, the employee will be subject to the requirements of a dismissed employee as set forth above.

SECTION 7.

To the extent this agreement may conflict with provisions of any schedule agreement between the parties signatory hereto or any other agreement entered into previous to the date of this agreement, the provisions of this agreement will prevail. Except as specifically provided herein, the Sedalia shop will be subject to the provisions of the collective bargaining agreement between UPRR(Missouri Pacific) and BRS, and the Roseville Shop will be subject to the provisions of the collective bargaining

agreement between SPRR and BRS.

SECTION 8.

This agreement will constitute the required agreement as provided in Article I Section 4 of the New York Dock employee protective conditions. Any claims or disputes arising from the application of this Agreement or the protective conditions referred to in Section 5 will be handled directly between the General Chairman and Director of Labor Relations.

This agreement will become effective on the 1st day of February 1997.

Signed in Omaha, Nebraska, this 1st day of February 1997.

FOR THE ORGANIZATION:

FOR THE CARRIER:

(Signatures not reproduced)

February 1, 1997

L/R File: NYD-209
NYD-207

Mr. E. J. Anousakes
General Chairman, BRS
6621 Stonehedge Road
North Little Rock, AR. 72117

Mr. G. E. Jones
General Chairman, BRS
P O Box 610
Spanish Fork, UT. 84660

Mr. T. R. Macken
General Chairman, BRS
185 Morey Ave.
Sacramento, CA. 95838

Mr. P. R. Singletary
General Chairman, BRS
P O Box 70
Clyman, WI. 53016

Gentlemen:

This is to confirm our discussions of Section 2(e) of the Implementing Agreement dated February 1, 1997, covering notice dated October 18, 1996, and January 13, 1997, pertaining to the creation of system signal shops at Sedalia, Missouri, and Roseville, California.

Section 2(e) of the agreement provides that vacancies within those shops would be bulletined to the system roster. It further provides that an employee may displace into these shops based upon their system seniority. It was agreed that an employee is not required to exercise seniority into these shops and will not be forced onto vacancies in a shop that may not be filled through the bulletining process. An employee working in a shop also will not be required to accept recall to his original seniority division.

It further was agreed that an employee may furlough himself rather than exercise seniority into a shop. If the employee elects to do so, it will be a voluntary move, and the employee will be treated accordingly with respect to any protective agreement that may be applicable.

If the foregoing correctly sets forth the understandings reached in conference, please sign in the spaces provided below.

Yours truly,

W. E. Naro
Director Labor Relations
Maintenance of Way & Signal

AGREED:

/s/ Phillip R. Singletary
General Chairman, BRS

/s/ G. E. Jones
General Chairman, BRS

/s/ T. R. Macken
General Chairman, BRS

/s/ E. J. Anousakes
General Chairman, BRS

APPROVED:

/s/ V. Van Artsdalen
Vice President, BRS

February 1, 1997

L/R File: NYD-209

Mr. E. J. Anousakes
General Chairman, BRS
6621 Stonehedge Road
North Little Rock, Arkansas, 72117

Mr. T. R. Macken
General Chairman, BRS
185 Morey Ave.
Sacramento, CA. 95838

Gentlemen:

This is to confirm our discussions of the Implementing Agreement dated February 1, 1997, providing for the establishment of system shops at Sedalia, Missouri, and Roseville, California, and the impact of that agreement on the Implementing Agreement dated November 16, 1993, providing for the consolidation of the Pocatello Shop with the Sedalia Shop.

During those discussions, it was agreed that except as provided below the Implementing Agreement of November 16, 1993, is abrogated. Union Pacific employees who originally transferred from Pocatello to Sedalia will retain their seniority dates on Seniority Roster 5100.

It also was agreed that in the application of Section 2(d)(2) of the Implementing Agreement dated February 1, 1997, Union Pacific employees in the Sedalia Shop with an asterisk would be subject to displacement by any senior Union Pacific employee on the system roster.

If further was agreed that Side Letter No. 5 of the Implementing Agreement dated November 16, 1993, will remain in effect.

AGREED;

/s/ E. J. Anousakes
General Chairman, BRS
/s/ T. R. Macken
General Chairman, BRS

APPROVED:

/s/ V. Van Artsdalen
Vice President, BRS

Yours truly,

/s/ W. E. Naro
W. E. Naro
Director Labor Relations
Maintenance of Way & Signal

**Appendix F
(Former UP Appendix "U")**

MEMORANDUM OF AGREEMENT

BETWEEN

SP RAIL CORPORATION

AND ITS EMPLOYEES REPRESENTED BY THE

BROTHERHOOD OF RAILROAD SIGNALMEN

This agreement is made by and between employees represented by the Brotherhood of Railroad Signalmen and Southern Pacific Rail Corp. in connection with the agreement signed October 7, 1994.

Whereas Southern Pacific may require protected employees to relocate on the system, and

Whereas it is the desire of the parties to provide protective benefits to protected employees required to relocate,

IT IS AGREED:

ARTICLE I. Protected Employees

Section 1.

Employees with a seniority date in any class on or before June 4, 1981 shall be deemed protected employees.

Section 2.

Protected employees covered by the agreement may not be furloughed, except in case of emergency.

ARTICLE II. Relocation

Section 1.

In the event a protected employee's position is abolished, such employee may be required to move to the nearest location or district on the system where work is available in order to maintain protection.

Section 2.

(a) If the protected employee is unable to exercise seniority within his/her seniority district, the Carrier will offer protected employees on that seniority district in seniority order the following options:

- (1) Relocate to another position on the system;
- (2) Resign and accept a separation allowance; or
- (3) Elect furlough non-protected status, subject to recall.

(b) If none of the protected employees volunteer for any of the options, the junior protected employee on the district must elect one of the foregoing options in Section 2(a).

(c) Protected employees shall not be required to relocate off their home seniority district if non-protected employees are working on that district.

ARTICLE III. Benefit Options

Section 1.

(a) The separation allowance for protected employees shall be calculated at 360 days at the employees' daily rate, less twelve (12) months of union dues.

(b) Such lump sum may be spread out in equal payments for up to 24 months. Medical benefits may be continued under this option at the employee's expense.

(c) The employee must sign the attached resignation and release form in order to receive the separation allowance.

Section 2.

(a) Relocation benefits for employees required to permanently relocate shall be:

- (1) Five (5) days' pay at the rate of position last held by the employee in which to move, \$800.00 transfer allowance, expenses necessary to move the employee and his immediate family's household goods, and transportation for the employee and his/her immediate family to the new location. If the employee is transferring by personal automobile(s), he/she should be allowed the Company authorized rate per mile.
- (2) In lieu of all benefits in (1) above, accept lump sum amount of \$10,000 gross.

(b) If the relocation is temporary (six (6) months or less as defined by the current agreement), the employee shall be entitled to receive per them or expenses. The employee shall elect between the two and notify his/her supervisor of such election prior to relocating. The election cannot be changed once made. The employee will be provided transportation to the temporary position and return transportation at the expiration of the temporary position. If the employee elects to use a personal automobile, he/she shall be reimbursed for highway mileage via the shortest route practicable to the temporary vacancy and return at the expiration of the vacancy.

Section 3.

(a) A protected employee who has been permanently relocated under this agreement may only return to home seniority district as the successful applicant and for an advertised vacancy.

(b) The employee shall not be entitled to relocation benefits when voluntarily returned to home district.

Section 4.

A protected employee required to relocate to another seniority district under this agreement, and is unable in the exercise of his/her seniority to obtain a position with a rate of pay equal to or higher than his/her current rate, shall be protected at the rate of the position he/she vacated on the former seniority district.

If the employee voluntarily exercises his/her seniority to a position with a lower rate of pay, such rate protection provided in this Section 4 shall cease.

ARTICLE IV. Seniority

Section 1.

(a) Protected employees required to relocate shall be dovetailed on the seniority roster at the new location behind the junior protected employee and ahead of all non-protected employees, with a seniority date of June 4, 1981.

(b) If more than one employee is required to relocate to the same roster, they will be placed on the roster pursuant to Section 1(a) and receive an alpha designation, commencing with "A", based on the respective employee's earliest date.

Example:

If three employees were required to move to the same roster with signalmen's seniority dates, as follows:

Employee 1 9-1-64
Employee 2 9-2-65
Employee 3 9-3-66

such employees would be placed on the new roster with a date as indicated, as follows:

Employee 1 6-4-81 - A
Employee 2 6-4-81 - B
Employee 3 6-4-81 - C

Section 2.

If more than one employee is required to relocate and more than one location is involved where a position is available, the senior employee shall have the choice of locations.

Section 3.

Protected employees required to relocate and who are dovetailed on a new seniority roster will continue to apply their earliest seniority date for vacation and other benefits based on length of service.

Section 4.

A protected employee transferring to a new seniority district may within ten (10) days exercise his/her seniority and displace any non-protected employee working on a new district. If the employee fails to exercise such displacement within the ten (10) day period, the employee shall be assigned to a vacant position on a district.

ARTICLE V. Duration of This Agreement

Section 1.

This agreement shall remain in effect until changed pursuant to Section 6 of the Railway Labor Act.

Section 2.

The parties to this agreement shall not serve nor progress prior to January 1, 1997 (not to become effective before January 1, 1998) any notice or proposal for changing any matter contained in this Memorandum of Agreement.

Section 3.

If the Organization elects to open wage negotiation pursuant to Section 7, Section (c) of the agreement, the Company may serve a notice pursuant to Section 6 of the Railway Labor Act to change the provisions of this Memorandum of Agreement.

This Memorandum of Agreement, signed at San Francisco, California on October 7, 1994, shall become effective on October 7, 1994, and supersedes any other agreement with which it conflicts.

FOR THE ORGANIZATION:

FOR THE COMPANY:

General Chairman, BRS

Director Labor Relations

Senior Vice Chairman, BRS

Chief Administrative Officer

Approved:

Vice President, BRS

Signatures not reproduced.

SOUTHERN PACIFIC LINES

Labor Relations Department - One Market Plaza
Room 304 - San Francisco, California 94105 - Fax 415-541-1087

October 7, 1994

DIRECTOR
D. A. PORTER
(415) 541-2613

GEN 147-13-BRS

Side Letter No. A

Mr. G. E. Jones, General Chairman
Brotherhood of Railroad Signalmen
P. O. Box 610
Spanish Fork, Utah 84660

Dear Mr. Jones:

This will confirm our understanding that if the protected date of June 4, 1981 is changed through national bargaining, such new date shall become the protected date for purpose of the Memorandum of Agreement signed October 7, 1994.

If you concur with the foregoing, please sign in the space provided below.

Sincerely,

/s/ D. A. Porter
Director - Labor Relations

CONCUR:

Signatures not reproduced

SOUTHERN PACIFIC LINES

Labor Relations Department - One Market Plaza
Room 304 - San Francisco, California 94105 - Fax 415-541-1087

October 7, 1994

DIRECTOR
D. A. PORTER
(415) 541-2613

GEN 147-13-BRS

Side Letter No. B

Mr. G. E. Jones, General Chairman
Brotherhood of Railroad Signalmen
P. O. Box 610
Spanish Fork, Utah 84660

Dear Mr. Jones:

It is agreed that the notice of job abolishment for a protected employee shall be fourteen (14) calendar days. Such notice shall be provided to the General Chairman and the District Chairman.

If you concur with the foregoing, please sign in the space provided below.

Sincerely,

/s/D. A. Porter
Director - Labor Relations

CONCUR:
General Chairman, BRS
(Signatures not reproduced)

SOUTHERN PACIFIC LINES

Labor Relations Department - One Market Plaza
Room 304 - San Francisco, California 94105 - Fax 415-541-1087

October 7, 1994

DIRECTOR
D. A. PORTER
(415) 541-2613

GEN 147-13-BRS

Side Letter No. C

Mr. G. E. Jones, General Chairman
Brotherhood of Railroad Signalmen
P. O. Box 610
Spanish Fork, Utah 84660

Dear Mr. Jones:

In connection with Section 2(a), Article 11 - Relocation, of the Memorandum of Agreement of October 7, 1994.

It is agreed that in the event Carrier requires protected employees from any "prior rights" district to relocate under conditions contained in this agreement, the options described in Articles II and III will be offered in seniority order as follows:

1. To "prior rights" employees holding seniority on the affected district.
2. All other protected employees holding seniority on the affected district.

In the application of Section 2(a), where options are offered to "prior rights" employees working off of the districts, the total number of options (in any combination thereof), e.g., severance, relocation packages or furlough, shall not exceed the number of positions eliminated on the district.

If you concur with the foregoing, please sign in the space provided below.

Sincerely,

/s/D. A. Porter
Director - Labor Relations

CONCUR:
General Chairman, BRS
(Signatures not reproduced)

APPLICATION FOR VOLUNTARY FURLOUGH STATUS,
SEPARATION ALLOWANCE AND VOLUNTARY
RESIGNATION AND RELEASE
(Hereinafter "Resignation and Release")

1. Southern Pacific Lines has offered, and I elected, to be voluntarily assigned to furloughed status, and receive a monthly separation allowance of \$_____ for a period of ____ months [not to exceed 24 months], which is the equivalent of 360 days pay at the rate of my current assignment.

During the time I am receiving the monthly separation allowance specified above, I understand that I shall not exercise any seniority rights, but understand that I am subject to recall in accordance with the applicable rules of the current BRS Rules Agreement. If I am recalled and return to service, the monthly separation allowance will cease. In the event I decline to return to service or in the event of my death or desire to terminate the monthly separation allowance payments prior to completing the designated term, a payment for the balance of the allowance will be due. I understand that I shall not be entitled to any other protective benefits except as contained in this Resignation and Release. I further understand that I will receive health and welfare coverage for a period of time equal to the duration of the monthly separation allowance payments, and that the Company will cover the cost of said health and welfare benefits to the same extent applied to active BRS employees.

The Railroad shall withhold and make payments to the Railroad Retirement Board, and tax authorities, in the same manner as employees in active service, including employer payments to the full extent required or permitted by law. I UNDERSTAND THAT IT IS FOR THE RAILROAD RETIREMENT BOARD ALONE TO DETERMINE WHETHER I WILL RECEIVE CREDITED SERVICE FOR THIS PERIOD AND RAILROAD HAS MADE NO REPRESENTATIVES OR PROMISES TO ME ON THE QUESTION OF WHETHER OR NOT THE RAILROAD RETIREMENT BOARD WILL RULE THIS PERIOD IS CREDITED SERVICE.

Upon expiration of these monthly payments, I hereby agree that my resignation from service of the Company and forfeiture of all seniority employment rights shall become effective. In addition to the monthly allowance, it is understood I will receive payment for wages earned but not yet paid and for any vacation earned and not taken. It has been fully and completely explained to me that this action need not be taken by me, and no coercion or undue influence has been exerted to obtain this voluntary resignation. No promises or inducements other than those set forth in this release have been made to me to secure my signature on this document.

2. I further understand and agree, in consideration of the monthly separation allowances I will receive, I hereby release and discharge Southern Pacific Transportation Company, Southern Pacific Rail Corporation, Denver & Rio Grande Western Railroad Company, St. Louis Southwestern Railway Company and SPCSL Corporation, their affiliated corporations, their predecessors, successors and assigns, and these companies' directors, officers, employees, stockholders, agents servants, attorneys, and their successors and assigns (hereinafter referred to individually and

collectively as the "Company"), past and present, for any and all liabilities, causes of action, claims, actions, or rights, known or unknown, arising from my employment or from my separation from employment with the Company, which I, my heirs or assigns, might otherwise claim or assert. I also hereby resign and relinquish all of my employment rights and privileges with the Company and all companies affiliated with it, including, but not limited to, any and all seniority and employment rights in any scheduled employee craft or class which I may have accumulated under any applicable collective bargaining agreement.

3. Without limiting the generality of the foregoing, I specifically waive and release the Company from any and all claims of any kind which I could have or might have arising from or under federal, state, or municipal laws pertaining to age, sex, race, religion, veteran status, job protection, merger or other protective agreement or rearrangement, national origin, and handicap or other discrimination of any type, or under the Federal Employers Liability Act.

4. I knowingly waive the requirement of California Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the Release, which, if known by him, must have materially affected his settlement with the debtor."

Notwithstanding the provisions of Section 1542 and of any other laws of similar scope and effect, and for the purpose of implementing a full and complete release of claims, I expressly acknowledge that this application and Resignation and Release is intended to include in its effect, without limitation, all claims which I do not know or suspect to exist in my favor at the time of execution of this Resignation and Release.

5. I acknowledge that the only representations, promises or inducements that have been made to me to secure my signature on this document and the only consideration I will receive for signing this Resignation and Release are as appear in this document and in the Protective Agreement. I understand that this Resignation and Release is to have a broad effect and is intended to settle all claims or disputes, without limitation of any kind or nature, source or basis, whether known or unknown, relating to my employment with the Company and my separation from employment. I hereby covenant not to file a lawsuit to assert any such claims. In the event that I file any lawsuit against the Company arising out of any separation and resignation from employment after the date this Resignation and Release is executed, I will immediately return the gross sum equal to any and all monthly separation allowances I have received as a condition of maintaining any such suit.

6. If any portion or aspect of any promise, covenant, or understanding contained in this Resignation and Release is or shall become invalid or unenforceable by operation of law, such unenforceability shall not in any way limit or otherwise affect the validity and enforceability of any other promise, covenant, or understanding, or any aspect thereof, in this Resignation and Release which would otherwise be valid and

enforceable by itself.

7. I hereby acknowledge that my monthly separation allowance is subject to deductions for any applicable federal and state taxes, and lawful garnishments, if any. I understand that as required by law the Company applies 20% federal, state tax where applicable, and appropriate railroad retirement withholdings from lump sum separations.

8. I acknowledge that my giving of this Resignation and Release is voluntary, that no coercion or undue influence has been exerted to obtain this Resignation and Release, that I have had sufficient time to consider execution of this Resignation and Release, and that I have received and reviewed a copy of this Resignation and Release prior to executing it. I further agree that this Resignation and Release shall not be subsequently revoked, rescinded, or withdrawn, and I acknowledge that the Company has no duty or obligation to hire or employ me in any capacity in the future and I covenant not to apply for employment with the Company in the future.

I have carefully read and understood all of the foregoing, and agree to all of the provisions contained in this Resignation and Release. I acknowledge voluntary executing this Resignation and Release with full knowledge of the rights I may be waiving.

Executed at _____ on _____.

(Witness)

(Date)

(Witness)

(Signature)

Print Name

(SSA No.)

Address

(EAN)

City, State, Zip Code

APPLICATION FOR SEVERANCE BENEFITS AND
VOLUNTARY RESIGNATION AND RELEASE
(Hereinafter "Resignation and Release")

1. Southern Pacific Lines has offered, and I accept, separation allowance in the sum of \$_____, less deductions required by law or authorized by me.

In consideration of the separation allowance that I will receive, and of the additional provisions contained herein, I hereby release and discharge Southern Pacific Transportation Company, Southern Pacific Rail Corporation, Denver & Rio Grande Western Railroad Company, St. Louis Southwestern Railway Company and SPCSL Corporation, their affiliated corporations, their predecessors, successors and assigns, and these companies' directors, officers, employees, stockholders, agents, servants, attorneys, and their successors and assigns (hereinafter referred to individually and collectively as the "Company"), past and present, for any and all liabilities, causes of action, claims, actions, or rights, known or unknown, arising from my employment or from my separation from employment with the Company, which I, my heirs or assigns, might otherwise claim or assert. I also hereby resign and relinquish all of my employment rights and privileges with the Company and all companies affiliated with it, including, but not limited to, any and all seniority and employment rights in any scheduled employee craft or class which I may have accumulated under any applicable collective bargaining agreement.

2. In addition to the above amount, it is understood I will receive payment for wages earned, but not yet paid, and for any vacation earned and not taken.

3. Without limiting the generality of the foregoing, I specifically waive and release the Company from any and all claims of any kind which I could have or might have arising from or under federal, state, or municipal laws pertaining to age, sex, race, religion, veteran status, job protection, merger or other protective agreement or arrangement, national origin, and handicap or other discrimination of any type, or under the Federal Employers Liability Act.

4. I knowingly waive the requirement of California Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in its favor at the time of executing the Release, which, if known by him, must have materially affected his settlement with the debtor."

Notwithstanding the provisions of Section 1542 and of any other laws of similar scope and effect, and for the purpose of implementing a full and complete release of claims, I expressly acknowledge that this application and Resignation and Release is intended to include in its effect, without limitation, all claims which I do not know or suspect to exist in my favor at the time of execution of this Resignation and Release.

5. I acknowledge that the only representations, promises or inducements that have been made to me to secure my signature on this document and the only consideration I will receive for signing this Resignation and Release are as appear in this document and in the Protective Agreement. I understand that this Resignation and Release is to have a broad

effect and is intended to settle all claims or disputes, without limitation of any kind or nature, source or basis, whether known or unknown, relating to my employment with the Company and my separation from employment. I hereby covenant not to file a lawsuit to assert any such claims. In the event that I file any lawsuit against the Company arising out of any separation and resignation from employment after the date this Resignation and Release is executed, I will immediately return the sum of \$_____ as a condition of maintaining any such suit.

6. If any portion or aspect of any promise, covenant, or understanding contained in this Resignation and Release is or shall become invalid or unenforceable by operation of law, such unenforceability shall not in any way limit or otherwise affect the validity and enforceability of any other promise, covenant, or understanding, or any aspect thereof, in this Resignation and Release which would otherwise be valid and enforceable by itself.

7. I hereby acknowledge that my separation allowance is subject to deductions for any applicable federal and state taxes, and lawful garnishments, if any. I understand that as required by law the Company applies 20% federal state tax where applicable and appropriate railroad retirement withholdings from lump sum separations.

8. I acknowledge that my giving of this Resignation and Release is voluntary, that no coercion or undue influence has been exerted to obtain this Resignation and Release, that I have had sufficient time to consider execution of this Resignation and Release, and that I have received and reviewed a copy of this Resignation and Release prior to executing it. I further agree that this Resignation and Release shall not be subsequently revoked, rescinded, or withdrawn, and I acknowledge that this Company has no duty or obligation to hire me in the future and I covenant not to apply for employment with the Company in the future.

I have carefully read and understood all of the foregoing, and agree to all of the provisions contained in this Resignation and Release. I acknowledge voluntarily executing this Resignation and Release with full knowledge of the rights I may be waiving.

Executed at _____ on _____.

(Witness) (Date)

(Witness) (Signature)

Print Name(SSA No.)

Address (EAN)

City, State, Zip Code

