

A G R E E M E N T

between
 UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
 and
 UNITED TRANSPORTATION UNION (C&T)

 PREVENTION PROGRAM COMPANION AGREEMENT

The Union Pacific Railroad Company and the Eastern District United Transportation Union (C&T), jointly recognizing that safety is the paramount concern and, further, that an alcohol and drug free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

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

- (a) The employee has had no Rule G offense on his or her record for at least ten (10) years; and
- (b) The employee has not participated in the Rule G R/E Program for at least ten (10) years; and
- (c) The incident giving rise to the dismissal did not involve significant rule violations other than Rule G.

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

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

4. The employee may elect to participate in the Rule G R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within 10 days of receipt of the Notice.

5. The employee must contact the Employee Assistance Counselor within three days of electing to participate in the Rule G R/E Program.

6. After being contacted, the Employee Assistance Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.

7. If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employee must follow the course of treatment established by the counselor during the remainder of the Program.

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

9. If, at any time during the 12-month period referred to in paragraph "2" above, the employee fails to follow the course of treatment established by the counselor, the Carrier shall remove the employee from the Program. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.

10. An employee may withdraw from the Rule G R/E Program at any time by notifying, in writing, the counselor and the Carrier Officer who signed the Notice of Dismissal. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employee from service and the employee shall revert to the status of a dismissed employee.

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

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

13. This Agreement is effective April 10, 1984, and may be terminated by either party upon service of five day's written notice upon the other party.

Signed at Omaha, Nebraska, this 10th day of April, 1984.

FOR THE UNITED
TRANSPORTATION UNION (C&T):

F. G. Gargas
General Chairman

FOR UNION PACIFIC
RAILROAD COMPANY/ED:

Richard A. Murray
Director-Labor Relations

nsm/57

MEMORANDUM AGREEMENT

between the

UNITED TRANSPORTATION UNION - C&T

and

UNION PACIFIC RAILROAD COMPANY
(EASTERN DISTRICT)

The parties signatory to the April 10, 1984, Prevention Program Companion Agreement recognized the need for a program that would rehabilitate trainmen who had violated Rule G. The Agreement provided for rehabilitation after an employe had been dismissed in certain cases that met the established criteria.

The parties realize that the time lag while waiting for toxicological tests to be confirmed, hearings scheduled, and the results of the hearing mailed, is in some cases detrimental to certain employes who wish to immediately enroll in the rehabilitation program. In order to provide a more timely opportunity and to continue to safeguard the rights of all concerned, the parties agree to amend the April 10, 1984 Companion Agreement by adding the following as a "note" to Section 1.

"NOTE: An employe who is scheduled for a hearing involving a Rule G offense and is eligible for the Companion Agreement may request to waive the hearing, accept the status of a dismissed employe and accept the terms and conditions of the Companion Agreement. The waiver shall be in writing and must be received by the Superintendent or his designated representative and accepted by the Carrier in writing prior to the start of the hearing."

To assist in the implementation to this, the parties also agree that the attached form will be used in such cases. The "note" and form are a part of the original agreement and employes using the form are subject to all other applicable sections of the Companion Agreement.

Signed at Omaha, Nebraska, this 19th day of October, 1992.

G. A. Eickmann
General Chairman, UTU-C&T

W S Henckley
Director Labor Relations UPRR

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AGREEMENT

between

UNION PACIFIC SYSTEM

AND SUBSIDIARIES

and

UNITED TRANSPORTATION UNION

RULE "G" BY-PASS AGREEMENT

In a joint effort to provide a safe working environment and as an alternative method of administering Rule G on the Union Pacific System.

IT IS AGREED:

1. If any member(s) of the United Transportation Union believes that another member of UTU may be in an unsafe condition, such member may immediately contact a Carrier officer. If the Carrier officer, upon investigation, determines there is an apparent violation of Rule G, the member shall be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished back to the member's home.

If the member does not have the means to return to his or her home terminal, he/she will be furnished a bus ticket. This provision applies only to members removed from service under the conditions of this Agreement.

2. Once a member has been relieved from service under paragraph "1" above, such member must contact the Company's Employee Assistance Program Counselor on their respective division within five days of the removal from service. If the member contacts the Employee Assistance Program Counselor and accepts counseling, he/she will be paid for the full tour of duty or trip lost (one way) or the balance of a shift, as a result of his or her removal from service.

3. If the member does comply with the requirements set forth in paragraph "2" above, and the Employee Assistance Program Counselor determines that the member is not in need of counseling, the member 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 paragraph "2".

4. If the member does comply with the requirements set forth in paragraph "2" above, and the Employee Assistance Program Counselor determines that the member is in need of counseling, and the member accepts counseling, the member shall, subject to a favorable recommendation from the Employee Assistance Program Counselor, be immediately returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph "2".

5. If the member does not comply with the requirements set forth in paragraph "2" or does not accept counseling as provided in paragraph "4", he/she must lay off and, if so desired, may request a formal investigation. Such request must be made within five days of the day removed from service. If the member does not request an investigation and is off for more than 15 days, he/she must request a leave of absence. One 45-day leave of absence will be granted. If, at the end of this period, the member still has not contacted the Employee Assistance Program Counselor, the provisions of UTU discipline and investigation rules shall apply.

Should the member request a formal investigation, the member(s) who originated the action as provided in paragraph "1" will not be called as Company witnesses.

6. This Agreement shall apply one time only to each member covered by this Agreement. Thereafter, all regular rules and agreements shall apply.

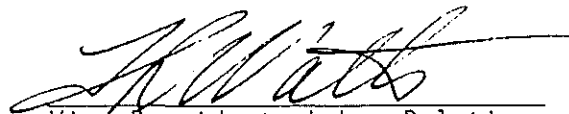
7. This Agreement is effective January 1, 1986, and may be terminated by either party upon service of five (5) days' written notice upon the other party.

Signed at Cleveland, Ohio, this 10th day of December, 1985.


FOR THE UNITED TRANSPORTATION UNION:

FOR UNION PACIFIC SYSTEM/ED:


Ass't. General Secretary & Treasurer


Vice President, Labor Relations

APPROVED:


President

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A G R E E M E N T

between
 UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
 and
 UNITED TRANSPORTATION UNION (C&T)

 MODIFICATION OF RULE 20 - YARD SCHEDULE
 AND RULE 84 - ROAD SCHEDULE

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

IT IS AGREED:

1. Rule 20 of the Yard Schedule and Rule 84 of the Road Schedule are modified as provided in this Agreement for all yardmen and trainmen on the Union Pacific Railroad Company-Eastern District.

2. If any member(s) believes that any other member of that crew is apparently unsafe to work with, such employee may immediately contact a Carrier Officer. If a Carrier Officer, upon investigation, determines there is an apparent Rule "G" violation, employee shall be removed from service.

It is understood that the removal from service shall take place only at a location where food, lodging and transportation are available.

If the employee does not have the means to return to his home terminal, he will be furnished a bus ticket. This provision applies only to employees removed from service under the conditions of this Agreement.

3. Once an employee has been relieved from service under (2) above, such employee must contact the Company's Employee Assistance Program Counselor on the employee's division within five (5) days of the removal from service. If the employee contacts the Employee Assistance Program Counselor and accepts counseling, he will be paid for the full tour of duty or trip lost (one way) as a result of his removal from service.

4. If the employee does comply with the requirements set forth in Paragraph 3, and the Employee Assistance Program Counselor determines that the employee is not in need of Employee Assistance counseling, the employee shall be returned to service. There shall be no claim progressed

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for any time lost as a result of the removal from service other than as provided in Paragraph 3.

5. If the employee does comply with the requirements set forth in Paragraph 3, the Employee Assistance Program Counselor determines that the employee is in need of Employee Assistance counseling and the employee accepts counseling, the employee shall be immediately returned to service, subject to a favorable recommendation from the Employee Assistance Program Counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Paragraph 3.

6. If the employee does not comply with the requirements set forth in (3) or does not accept counseling as provided in Paragraph 5, he must lay off and, if so desired, may request a formal investigation. Such request must be made within five (5) days of the day removed from service. If the employee does not request an investigation and is off for more than thirty (30) days, he must request a leave of absence. One thirty (30)-day leave of absence will be granted. At the end of this period, if the employee still has not contacted an Employee Assistance Program Counselor, the provisions of Rule 16 of the Yard Schedule and Rule 88(b) of the Road Schedule shall apply.

The employee(s) who originated the action as provided in Paragraph 2 will not be called as Company witnesses if the employee asks for a formal investigation.

7. This Agreement shall apply one time only to each employee covered by this Agreement. Thereafter, all regular rules and agreements shall apply.

8. This Agreement is effective April 10, 1984, and shall be terminated by either party upon service of five (5) days written notice upon the other party, and supersedes the Agreement dated October 2, 1980.

Signed at Omaha, Nebraska, this 10th day of April, 1984.

FOR THE UNITED
TRANSPORTATION UNION (C&T):

F. A. Gargan
General Chairman

FOR UNION PACIFIC
RAILROAD COMPANY:

Richard D. Munnick
Director-Labor Relations/ED