**Item – D**

UNION SHOP -

BofRT

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY  
EASTERN DISTRICT

and  
BROTHERHOOD OP RAILROAD TRAINMEN

THIS AGREEMENT is entered into by and between the Union Pacific Railroad Company. Eastern District, (hereinafter referred to as the "Carrier") and its employes of the crafts or classes represented by the Brotherhood of Railroad Trainmen (hereinafter referred to as the "Brotherhood")-

IT IS HEREBY AGREED:

 1. Subject to the terms and conditions hereinafter set forth, all employes of the Carrier now or hereafter subject to the rules and working conditions agreement between the parties hereto shall, as a condition of their continued employment subject to such agreement, become members of the Brotherhood party to this agreement representing their crafts or classes within sixty (60) calendar days of the date they first perform compensated services as such employees after the effective date of this agreement, and thereafter shall maintain membership in good standing in such Brotherhood while subject to the rules and working conditions agreement be-  
tween the parties; provided, however, the foregoing requirement for membership in the Brotherhood shall not be applicable to:

(a) Employes to whom membership is not available upon the same terms and conditions as are generally applicable to anyother member, or

(b) Employes to whom membership has been denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, application fee and assessments (not including fines and penalties) uniformly required as a condition of acquiring and retaining membership in the Brotherhood within the periods provided in Sections 1, 2 and 3 of this agreement, or

 (c) Employes covered by the rules and working conditions agreement between the parties, who maintain membership in any one of the other labor organizations, national in scope organized in accordance with the Railway Labor Act and admitting to membership employes of a craft or class in engine, train, yard or hostling service: provided, that nothing contained in this agreement snail prevent an employe from changing  
membership from one organization to another organization admitting to membership employes of a craft or class in any of said services,

2.Employes who retain seniority tinder the rules and  working conditions agreement, between the parties hereto, governing their classes or crafts and who are assigned or transferred for a period of thirty (30) calendar days or more to employment not covered by such agreement, or who are on leave of absence for a period  
of thirty (30) calendar days or more, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or on such leave of absence, but they may do so at their option, If and when such employes return to any service covered by the said rules and working conditions agreement, they shall, as a condition of their continued employment subject to such agreement, comply with the provisions of Section 1 of this agreement within thirty (30) calendar days of such return to service.

 3. An employe whose membership in the Brotherhood is terminated while on furlough due to reduction in force, or while off duty on account of sickness or injury for a period of thirty (30) calendar days or more, and who is required to maintain membership under the provisions of Section I of this agreement, shall be  
granted upon his return to service in any of the crafts or classes represented by the Brotherhood a period of thirty (30) calendar days within which to become a member of the Brotherhood.

 4. Every employe required by the provisions of this agreement to become and remain a member of a labor organization shall be considered by the Carrier to be either a member of the Brotherhood as provided for herein or to be a member of any one of the other labor organizations referred to in Section 1 hereof, unless  
the Carrier is advised to the contrary in writing by the Brotherhood. The Brotherhood shall be responsible for initiating action to enforce the terms of this agreement.

 5. (a) The General Chairman of the Brotherhood will, between the fifteenth day and the last day of any calendar month, furnish to the Superintendent of the Division involved, in writing and in duplicate, the name and roster number of each employee whose seniority and employment the Brotherhood requests be terminated by reason of failure to comply with the membership requirements of this agreement.

 (b) Within five (5) days from date of receipt of notification from the General Chairman, as provided in paragraph (a), the Superintendent shall notify the employe of the General Chairman's action and transmit to him at his last known address through registered or certified United States mail with return receipt re-  
quested, the original of the General Chairman's notice. At the time of the Superintendent's notification and transmittal lie shall request the employe to report to him or his designated representative within ten (10) days from the date of Superintendent's notice to present evidence to show that the employe has not failed to comply with the membership requirements of this agreement.

 In the event the employe appears before the Superintendent or his designated representative within ten (10) days from the date of the Superintendent's notice and presents evidence that he has complied with the membership requirements of this agreement, the Superintendent shall within ten (10) days of such appearance  
notify the General Chairman of the evidence submitted by the employe. In the event the General Chairman considers such evidence sufficient he shall within ten (10) days from receipt of the Superintendent's advice notify the Superintendent that the action against the employe is withdrawn and closed.

(c) In the event the employe fails to appear before the Superintendent or his designated representative or appears but fails to submit evidence that he has complied with the membership reauirecects of this agreement, as provided in paragraph (b) of this Section 5, the Superintendent shall within twenty (20) days from  
the date the Superintendent transmitted the original copy of the General Chairman's notice to the employee notify the employee through registered or certified United States mail with return receipt requested, that he has failed to comply with the membership requirements of this agreement and the employe's seniority and employment in the crafts or classes represented by the Brother hood shall, therefore, be terminated within ten (10) days unless & proceeding under the provisions of Section *7*of this agreement is instituted.

It is further agreed that in computing the period of time prescribed or allowed by Sections *S*and 7 of the Union Shop Agreementthe day of the act or event alter which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or a legal holiday recognized as such by the Carrier. (New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day) in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor such a holiday.

 6. The provisions of the rules and working conditions agree ment between the parties pertaining to investigations, trials and appeals, are inapplicable to the termination of seniority and em ployment provided for in this agreement.

7. (a) For the sole purpose of handling and disposing of disputes arising under this agreement, a Board of Adjustment for the territory covered by this agreement is hereby established, in accordance with Section 3, Second, of the Railway Labor Act, as amended, which shall consist of four members, two to be appointed by the Carrier and two by the Brotherhood,

 (b) An employe notified in accordance with the provisions of Section 5 hereof that he has failed to comply with the membership requirements of this agreement and who wishes to dispute thefact of such failure shall, if he submits request to the Secretary of the Board of Adjustment within a period of ten (10) calendar days from the date of such notice, be given a hearing. The Secretary of the Board will notify the employe in writing the time and place at which such, hearing will be held. The hearing shall be confined exclusively to the question of the employe's compliance with the provisions of this agreement. The employe will be required at this hearin|r to furnish substantial proof of his compliance with the provisions of this agreement.

 (c) Receipt by the Secretary of the Board of notice from an employe that he wishes to dispute the charge that he has failed to comply with the membership requirements of this agreement shall operate to stay action on the termination of his seniority and employment pending final decision and for a period of ten  
(10) calendar days thereafter.

(d) The decision of the Board of Adjustment shall be by majority vote and shall be final and binding.

 (e) In the event the Board of Adjustment is unable to reach a decision, the matter will be submitted to a neutral arbitrator to be selected by the National Mediation Beard, whose decision as to whether or not the employe has complied with the provisions of this agreement shall be final and binding.

 (f) The fee and expenses of the neutral arbitrator, which shall be limited to the amount regularly established by the National Mediation Beard for such service, shall be borne equally by the Carrier and the Brotherhood.

 8. Neither this agreement nor any provision contained herein shall be used as a basis for a grievance or time or money claim against the Carrier, nor shall any provision of any other agree ment between the parties hereto be relied upon in support of any claim that may arise as the result of the operation of this agreement.

9. In the event that seniority and employment under the rules and working conditions agreement are terminated by the Carrier tinder the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall in   
demnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier involved is the plantiff or the moving party in the action in which  
the aforesaid determination is made or in which case such Carrier acts in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employes whose seniority and employment are terminated by the Carrier under the provisions of this agreement

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

 11. This agreement is in full, final and complete settlement of the dispute growing out of the request contained in the notice served on the Union Pacific Railroad Company, Eastern District, dated April 19, 1951, and subsequent requests terminating with the request of February 25, 1957 by the Brotherhood of Railroad  
Trainmen. This agreement shall become effective May 1, 1957 and shall remain in effect until revised or cancelled in accordance with the procedure prescribed by the Railway Labor Act, as amended.

Dated  at  Omaha, Nebraska this   14th  day  of  March, 1957.

FOR UNION PACIFIC RAILROAD COMPANY:

J. T. SINGENT  
Asst. to Vice President

FOR THE EMPLOYES:

J. H. SHEPHERD  
General Chairman. BofRT