**SEPTEMBER 3, 1953**

**APPENDIX No. 16
Union Shop Agreement
ODB-553(A)**

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

**UNION PACIFIC RAILROAD COMPANY *(For the territory Huntington, Oregon and West)

and the***

**BROTHERHOOD OF RAILROAD TRAINMEN**

**UNION SHOP**

THIS AGREEMENT is entered into by and between the UNION PACIFIC RAILROAD COMPANY (hereinafter referred to as the "Carrier") and its employees on the Oregon Division of the crafts or classes represented by the BROTHERHOOD OF RAILROAD TRAINMEN (hereinafter referred to as the " Brotherhood ") -

**IT IS HEREBY AGREED;**

Subject to the terms and conditions hereinafter set forth, all employees 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 service 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 between the parties; provided, however, the foregoing requirement for membership in the Brotherhood shall not be applicable to:

(a) Employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other

member, or

(b) Employees to whom membership has been denied or terminated for any reason other than the failure of the employee to tender

the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood, or (c) Employees 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 employees of a craft or class in engine, train, yard or hostling service; provided, that nothing contained in this agreement shall prevent an employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of said services.

2. Employees who retain seniority under 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 I 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 employees 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 I of this agreement within thirty (30) calendar days of such return to service.

3. An employee 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 employee 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) In the event the Superintendent wishes to dispute the correctness of the Brotherhood's position, he shall so notify the General Chairman within ten (10) calendar days of receipt of the notice from the latter, stating the reasons therefor. If no such exception is taken by the Superintendent, or if the General Chairman does not withdraw the notice within ten (10) calendar days from the date of the Superintendent's notice of exception, the Superintendent will transmit to the employee at his last known address through registered United States mail with return receipt requested, the original of the General Chairman's notice, accompanied by an explanatory letter.

(c) Within ten (10) calendar days from the date of the Superintendent mailing notice to the employee, as provided in paragraph (b) of this section 5, the said employee’s seniority and employment in the crafts or classes represented by the Brotherhood sha1l be terminated , unless the notice is withdrawn by the Brotherhood in the interim, or unless a proceeding under the provisions of Section 7 of this agreement is instituted.

6. The provisions of the rules and working conditions agreement between the parties pertaining to investigations, trials and appeals, are inapplicable to the termination of seniority and employment 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 an-ended, which shall consist of four members, two to be appointed by the Carrier and two by the Brotherhood.

(b) An employee 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 the fact 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 mailing of such notice, be given a hearing. The Secretary of the Board will notify the employee in writing the tire and place at which such, hearing will be held. The hearing shall be confined exclusively to the question of the employee's compliance with the provisions of this agreement. The employee will be required at this hearing to furnish substantial proof of his compliance with the provisions of this agreement.

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

(d) 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 Board, whose decision as to whether or not the employee has complied with the provisions of this agreement shall be final and binding.

(e) Receipt by the Secretary of the Board of notice from an employee 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.

( f) The fee and expenses of the neutral arbitrator, which shall be limited to the amount regularly established by the National Mediation Board 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 agreement between the parties hereto be relied upon in support of any claim that ray 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 is terminated by the Carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense (i.e., court costs, attorneys' fees, witnesses' fees, and the like) to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this agreement.

10. An employee whose employment is terminated as a result of noncompliance with the provisions of this agreement shall be regarded, for vacation purposes, as having terminated his employee relationship.

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 for the territory Huntington, Oregon and West on January 8, 1951 , by the Brotherhood of Railroad Trainmen. This agreement shall become effective September 1 , 1953, and shall remain in effect until revised or cancelled in accordance with the procedure prescribed by the Railway Labor Act, as amended.

Dated at Portland, Oregon, this 3rd day of September, 1953.

UNION PACIFIC RAILROAD BROTHERHOOD OF RAILROAD

COMPANY TRAINMEN

ByBy

S*/ 0.H. Newman* s/ *E. B. Pidcook*

Assistant to Vice President General Chairman

**MEMORANDUM AGREEMENT**

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

**Signed at Portland, Oregon. this 3rd day of September, 1953**

UNION PACIFIC RAILROAD BROTHERHOOD OF RAILROAD

COMPANY TRAINMEN

By By

*S/ O. H. Newman* *S/ D B. Pidcock*

Assistant to Vice President General Chairman