

A G R E E M E N T

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

IT IS AGREED:

(a) The following shall apply to all yard and road employees on the Eastern District:

(i) Attending Court. (a) Yard and road employees, regular and extra, attending court or inquests, under instructions from the Carrier will be allowed the same compensation they would have earned, plus necessary expenses, but in no case will less than a minimum day's pay be allowed for court attendance.

(b) Yard and road employees required to make deadhead trips to attend court or inquest, under instructions from the Railroad will be allowed expenses, when receipts are turned in to the Company.

(c) Yard and road employees who are specifically ordered by the Carrier to report to attorneys to give depositions, to claim agents to make statements, or to Company officers to make inquiry reports at a time when they are off duty, shall be paid for all time held to make such depositions, statements, or injury reports after the time ordered to report on a minute basis with a minimum of two (2) hours at the pro rata rate. Regular assigned men shall be paid at the rate of their regular assignment. Extra yardmen shall be paid at the helper rate. Extra trainmen shall be paid at the through freight basic rate of pay.

(d) Regular assigned men who lose time from their assignment will be paid for actual earnings lost and the payment provided for in Paragraph (c) does not apply. Extra men who lose their turn on the extra board and who do not get out on the calendar day will be paid a minimum day at yard helper rate or the through freight basic rate of pay, whichever is applicable, and the payment provided for in Paragraph (c), above, does not apply.

(e) When the Railroad requires that official papers shall be certified by a notary public or other court officer it shall pay the fee assessed by such officer.

- (ii) Leave of Absence. (a) When yard or road employes are permitted to lay off they must not be absent in excess of 30 days without a written leave of absence, except in cases of sickness or injury.

NOTE: It is understood that in case of illness or injury a leave of absence is not required; however, if requested by the Carrier in writing, with a copy to the local chairman, employes must furnish documentation from their physician(s) giving specifics of the illness or injury and the expected duration of absence. If a dispute arises as to the documentation, the seniority of the employee in question will not be terminated during the pendency of such dispute.

(b) When a yard or road employee is off account vacation, leave of absence, sickness, etc., he must advise the proper party when he desires to again resume duty.

(c)(1) Yard and road employees may be granted a leave of absence, but not to exceed 90 days except in cases of sickness, injury, or committee work, unless approved by the superintendent and local chairman.

(c)(2) Employees promoted to positions with either Carrier or the UTU will retain and accumulate seniority, and no leave of absence will be required, so long as they occupy such position.

(d) Employees on leave of absence who fail, without reasonable excuse to report or duty at the expiration thereof, will be considered out of service pending formal investigation.

(b) Any rules, agreements or understandings, whether yard or road, which are in conflict with this agreement are cancelled.

Signed at Omaha, Nebraska, this _____ day of February, 1984.

FOR THE UNITED
TRANSPORTATION UNION (C&T):

FOR THE UNION PACIFIC
RAILROAD COMPANY:

General Chairman

Director of Labor Relations

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Att. 2 Omaha-Council Bluffs Arbitration Award
Dated March 16, 1984, Arbitrator D. H. Brown