

## **APPENDIX C - EMPLOYEE BENEFITS**

### **PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES**

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this Agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- 1) deadheading under orders or
- 2) being transported at carrier expense.

.... Reference 2003 National Agreement Article IX

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

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2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

.... Reference 2003 National Agreement Article IX

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(1) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

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c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- 1) Intentionally self-inflicted injuries, suicide or any attempt there at, while sane or insane;
- 2) Declared or undeclared war or any act thereof;
- 3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- 4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- 5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- 6) While an employee is commuting to and/or from his residence or place of business.

e) Offset:

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment there under shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of March 10, 1969 (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

g) Savings Clause

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in Paragraph (b) hereof under the conditions specified in Paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

## **EMPLOYEE INFORMATION**

### **1975 NATIONAL AGREEMENT**

#### **ARTICLE IV - EMPLOYEE INFORMATION**

Commencing June 1975, the carriers will provide each 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. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads cannot meet the 30-day requirement, the matter will be worked out with the General Chairman.

## **APPLICATION FOR EMPLOYMENT**

### **1978 NATIONAL AGREEMENT**

### **ARTICLE VII - APPLICATION FOR EMPLOYMENT**

#### **Section 1 - Probationary Period**

Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the carrier must be declined in writing to the applicant.

#### **Section 2 - Omission or Falsification of Information.**

An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information there from unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it.

## JURY DUTY

### .... Reference 1971 National Agreement ARTICLE X

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall 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 calendar 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:

- ~~(1) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.~~
- (2) 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.
- (3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

This rule shall become effective January 1, 1973, except that existing rules on individual properties may be retained by the organizations in lieu of this rule by the General Chairman or General Chairmen giving written notice to the carrier or carriers involved at any time within ninety days after the date of this Agreement.

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### .... Reference 1978 National Agreement ARTICLE V

Effective fifteen (15) days after the date of this Agreement, Article X of the May 13, 1971 Agreement is amended to read as follows:

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall 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 calendar 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:

- (1) 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. The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (2) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

## **BEREAVEMENT LEAVE**

### **Excerpt from 1978 National Agreement** **ARTICLE XI - BEREAVEMENT LEAVE**

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner.



**401-K THRIFT PLAN AGREEMENT**

AGREEMENT

between  
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT  
and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**401-K RETIREMENT THRIFT PLAN**

- (1) Consistent with all applicable laws, the Carrier will offer to eligible employees covered by this Agreement a 401-K Retirement Thrift Plan subject to the following conditions:
  - (a) The plan will be the existing Union Pacific Employee 401-K Retirement Thrift Plan which was effective July 1, 1990.
  - (b) Employee participation in the Plan is voluntary.
  - (c) Employees may contribute to the Plan by use of payroll deduction.
  - (d) The Plan is non-contributory on the Carrier's part but the Carrier will pay the administrative costs of the Plan.
  - (e) An eligible employee is defined as an employee in active service with one (1) year or more of continuous service with the Carrier.
- (2) This Agreement is effective January 1, 1993.
- (3) This Agreement may be changed only by the mutual consent of the parties.
- (4) Signed at Omaha, Nebraska, this 14<sup>th</sup> day of August, 1992.

/s/ Michael Young  
General Chairman

/s/ W. S. Hinckley

## **WAGE DEDUCTION FOR UNION DUES AND INSURANCE**

### **AGREEMENT**

between the

**UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT**

and the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

The Brotherhood of Locomotive Engineers (hereinafter called the "Brotherhood") has requested that the Union Pacific Railroad Company, Eastern District (hereinafter called the "Carrier") withhold and deduct from the wages of such of its employees in engine service (road and yard), who are members of the Brotherhood, periodic membership dues and insurance premiums and to pay over to the Brotherhood the amounts so deducted and withheld, less amounts deducted as provided by Section 4.

IT IS AGREED:

**Section 1.** The Carrier shall, subject to the terms and conditions of this agreement, withhold and deduct sums for uniform monthly membership dues and insurance premiums due the Brotherhood from the wages due and payable to employees in engine service (road and yard) who are members of the Brotherhood and who have so authorized the Carrier by signed authorization, in the form set forth in Exhibit A, attached hereto and made a part hereof. The authorization shall, in accordance with its terms, be revocable in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocation of authorization shall be on the form specified in Exhibit B attached hereto and made a part hereof, and both the authorization: and revocation of authorization forms shall be reproduced and furnished as necessary by the Brotherhood without cost to the Carrier.

The Brotherhood shall assume the full responsibility for the procurement and proper execution of said forms by employees, and for the delivery of said forms to the Carrier. Revocation of authorization forms shall be delivered to the Carrier not later than the 15th day of the month in which the termination of deduction is to become effective.

**Section 2.** The Secretary-Treasurer of the BLE Division of which the employee is a member shall furnish to the Carrier, not later than August 15, 1959 a certified statement showing in alphabetical order, the name of each member, the aggregate amount of current monthly dues and insurance premiums for each member who has signed the authorization form herein referred to, and which signed authorization has been filed with the Carrier or attached to the aforementioned list and, subsequently, not later than the 15th day of each month, furnish a certified statement showing information as mentioned

above for such members who have been added or deleted from the initial list, or any change in the uniform monthly dues and insurance premiums. If no changes are to be made in a current month, the Secretary-Treasurer of the BLE Division will advise the Superintendent accordingly, not later than the 15th day of each month.

**Section 3.** Deductions will be made from the wages earned in the last period of the month in which the aforementioned certified statement is furnished to the Carrier. The following payroll deductions will have priority over deductions in favor of the Brotherhood as covered by this agreement:

- a. Federal, State and Municipal taxes and other deductions required by law, including garnishment and attachments and any other prior liens which the Carrier must respect.
- b. Amounts due the Carrier.
- c. Union Pacific Railroad Employees Hospital Association.

If the earnings of the employee are insufficient, after all prior deductions have been made, to remit the full amount of deductions authorized by an employee hereunder, no deduction for dues and insurance premium on behalf of the Brotherhood shall be made by the Carrier and the Carrier shall not be responsible for such collection.

Deductions made hereunder shall be made only on the regular payroll. No deductions shall be made from special payrolls or from time vouchers. Responsibility of the Carrier under this agreement shall be limited to remitting to the Brotherhood amounts actually deducted from the wages of employees pursuant to this agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Brotherhood, and any complaints against the Carrier in connection therewith shall be handled by the Brotherhood on behalf of the employee concerned. Nothing herein contained shall be construed as obligating the Carrier to collect any dues or insurance premiums from employees who leave its service or whose wages shall be involved in any claim or litigation of any nature whatsoever.

**Section 4.** The Carrier will make such remittance not later than the 25th day of the month following the month from which the deduction is made. The Carrier will at the time of such remission furnish the Secretary-Treasurer of each BLE Division with a list of the employees from whom deductions were made showing the amount of such deductions.

.... Reference agreement dated 02/10/1965

"In consideration of the service described above and to pay for the expense of administration, the Carrier shall retain from the sum of all deductions made in each

month twelve (12) cents per member from whom the deduction is made in such month and will remit to the Secretary-Treasurer of each BLE Division of the Brotherhood the balance due the Brotherhood of the amount deducted from the wages of the members."

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.... Reference LOU dated 12/24/1973

"The Carrier shall remit to the Secretary-Treasurer of each BLE Division of the Brotherhood the amount deducted from the wages of the members. The Carrier will make such remittance not later than the 25th day of the month following the month from which the deduction is made. The Carrier will at the time of such remission furnish the Secretary- Treasurer of each BLE Division with a list of the employees from whom deductions were made showing the amount of such deductions."

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**Section 5.** No part of this agreement shall be used in any manner whatsoever either directly or indirectly as a basis for a grievance or time claim by or in behalf of an employee; and no part of this or any other agreement between the Carrier and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this agreement.

**Section 6.** Except for remitting to the Brotherhood monies deducted from the wages of employees, the Brotherhood shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses or damage resulting from the entering into of this agreement or arising or growing out of any dispute or litigation resulting from any deductions made by the Carrier from the wages of its employees for or on behalf of the Brotherhood.

**Section 7.** This agreement is subject to the express agreement of the parties hereto to observe and comply with the provisions of the applicable federal and state laws now in existence or enacted during the term hereof, it being the intention of either party hereto to relieve the other party hereto from complying with any provision of this agreement which may be in conflict with or violate any applicable state or federal law now in existence or enacted during the term hereof.

**Section 8.** This agreement shall become effective August 1, 1959 and shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended:

Signed at Omaha, Nebraska, this 25<sup>th</sup> day of May, 1959.

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

FOR UNION PACIFIC  
RAILROAD COMPANY

/s/ F. D. Sampier

General Chairman

/s/ C. H. Burnett

General Manager, Eastern District