

*Klein*

# UNION PACIFIC RAILROAD COMPANY

Western Region - Transportation

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December 15, 2005

J. Kevin Klein, General Chairman  
United Transportation Union  
UP-Western Lines  
501 Mission Street, Suite A  
Santa Cruz, CA 95060

Dear Mr. Klein:

This will confirm our November 30, 2005, conference during which we discussed adoption of "Companion" and "Bypass" agreements.

Our discussion focused primarily on Sections 9 and 10 of the proposed "Companion" agreement. Both sections provide that an employee who is dropped from the rehabilitation program by the Company or who quits the program will be dismissed without an investigation. You objected to the idea that an employee could be dismissed without an investigation.

Sections 9 and 10 are, in fact, critical to the functioning of the "Companion" agreement. Everyone knows that rehabilitation is difficult, and that without the motivation of a last chance situation, the odds of success are compromised. For that reason, the Company cannot, in good faith, agree to any revision of the "Companion" agreement. Where this now stands is that your constituents, if charged with a drug or alcohol offense, will be required to go the investigation/discipline route. They will not have access to any alternatives whatsoever. As far as I know, you are the only operating craft General Chairman on the system to put his constituents in that position.

Revised "Bypass" and "Companion" agreements are attached for adoption in the event you change your mind.

Sincerely,

Al Hallberg  
Director, Labor Relations

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Encs.

cc: RVP Tom Jacobi – Roseville  
Assistant RVP Tom Murphy – Roseville  
Assistant RVP Ken Hunt – West Colton  
Charles Gessford – Roseville  
Rene Orosco, Labor Relations – Omaha

# A G R E E M E N T

Between

UNION PACIFIC SYSTEM  
AND SUBSIDIARIES

and

UNITED TRANSPORTATION UNION

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## RULE "G" BY-PASS AGREEMENT

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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 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 10<sup>th</sup> day of December, 1985.

FOR THE UNITED TRANSPORTATION UNION:      FOR UNION PACIFIC SYSTEM/ED:

\_\_\_\_\_  
General Chairman

\_\_\_\_\_  
Director, Labor Relations

APPROVED:

\_\_\_\_\_  
President

# AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY – Western Region

UNITED TRANSPORTATION UNION  
Western Lines

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## PREVENTION PROGRAM COMPANION AGREEMENT

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The Union Pacific Railroad Company, and the United Transportation Union 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 1.5.

1. An employe who is subject to dismissal from service as a result of violating Rule 1.5 may elect to participate in the Drug and Alcohol Rehabilitation/Education Program (“the Program”), provided:

(a) The employe has had no Rule 1.5 offense on his or her record for at least ten (10) years; and,

(b) The employe has not participated in the 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 1.5.

2. Participation in the Program shall continue for a period of twelve (12) months unless the employe 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 employe of the availability of the Program and containing a request form to be completed by the employe, shall be attached to the Notice of Investigation.

4. The employe may elect to participate in the Program by completing and returning the request form to the Carrier Officer who signed the Notice of Investigation within ten (10) days of receipt of the Notice.

5. The employe must contact the Employee Assistance Counselor within three (3) days of electing to participate in the Program.

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

7. If the evaluation indicates that the employe 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 employe must follow the course of treatment established by the Counselor during the remainder of the Program.

8. If the evaluation indicates that the employe may not safely be returned to service, he or she shall continue in the status of a dismissed employe until subsequent evaluation(s) indicate that it is safe to return the employe to service on a probationary basis. The employe must follow the course of probationary basis. The employe 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 twelve (12) month period referred to in Paragraph 2 above, the employe fails to follow the course of treatment established by the Counselor, the Carrier shall remove the employe from the Program. Such employe shall, without the necessity of further disciplinary proceedings, be removed from service and the employe shall be permanently dismissed.

10. An employe may withdraw from the Program at any time by notifying, in writing, the Counselor and the Carrier Officer who signed the Notice of Investigation. Such employe shall, without the necessity of further disciplinary proceedings, be permanently dismissed.

11. If the employe successfully completes the Program, a notation to that effect shall be placed on the employe's personal record and the employe'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 employee based on time lost as a result of the incident leading to the employee's participating in the Program.

13. This Agreement is effective \_\_\_\_\_, 200\_, and may be terminated by either party upon service of five (5) days' written notice upon the other party.

Dated at Roseville, California, this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

UNITED TRANSPORTATION UNION    UNION PACIFIC RAILROAD COMPANY

\_\_\_\_\_  
General Chairman

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Director of Labor Relations

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