

UNION PACIFIC RAILROAD OPERATING, SUPPLY, AND EXECUTIVE DEPARTMENT
ATTENDANCE POLICY

Effective January 1, 2011 for TE&Y,

Updated and effective September 15, 2015, to cover additional agreement professionals¹

As a Union Pacific employee, you were hired for and are expected to protect your job assignment on a full-time basis. "Full-time" means being available to work your assignment, whether regular or extra, whenever it is scheduled to work. Assigned rest days, layover days, and agreement-provided compensated days off are available to you for personal business. In addition, reasonable personal lay-offs may be granted if the needs of service permit.

It is your responsibility to notify your manager, in advance of layoffs if possible, on personal or family issues that may affect your ability to work full time. Substantiating documentation is expected and may be required. However, notification and documentation alone do not excuse your responsibility to protect your job. You may be considered in violation of this policy regardless of the explanation offered if you are unable to work full time and protect all employment obligations.

In cases where an employee does not work full-time, the following policy is applicable:

1. Employees who do not work full-time, will be identified. Identification will include employees with:
 - Frequent, or pattern of, weekend layoffs.
 - Frequent, or pattern of, layoffs around rest days.
 - Frequent, or pattern of, holiday layoffs*.
 - Frequent personal layoffs.
 - Frequent sick/sickness in family layoffs without current medical documentation provided in advance when possible.
 - Lower availability days when compared to peers.
 - Missed calls, no show, tardy, or refusal
- *Note: For the purposes of this policy, the following holidays are included: New Years Day, Presidents Day, Good Friday, Mother's Day, Memorial Day, Father's Day, Independence Day, Labor Day, Halloween, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Years Eve.
2. If the employee's attendance record warrants, an investigation will be held; and, if appropriate, discipline will be issued based on the results of the investigation.
 3. Retention periods under this policy are independent of and separate from "Retention Periods" computed under any other company discipline policy.
 4. Discipline assessed for first and second violations of this policy will consist of a Notice of Discipline advising the employee he/she has been found guilty of "First Offense" or "Second Offense" of this policy. Employees will be expected to mark up for service immediately and to work full time following the first and second investigations.

5. A “First Offense” violation of this policy will remain on the employee’s record for thirty-six months of active service starting with the date of the Notice of Discipline. If no further violation of this policy occurs during this time, the employee’s attendance record will be considered clear.
6. A violation during the thirty-six months of active service following a “First Offense” will result in a “Second Offense” violation of this policy and a new thirty-six month period of active service will begin, starting with the date of the second Notice of Discipline. If no further violation of this policy occurs during this time, the employee’s attendance record will be considered clear.
7. A violation during the thirty-six months of active service following the date of the Notice of Discipline assessing “Second Offense” will result in permanent dismissal.
8. Employees must be allowed the opportunity to discuss waivers of a formal hearing with Union Representatives for First and Second Offenses when considering whether to waive or proceed with hearing. The “thirty-six month retention period” outlined above will be reduced from thirty-six months to thirty months should an employee choose to waive his/her investigation.

ⁱ Crew Management, Harriman Dispatching Center, Telecom, and Intermodal agreement professionals are managed under separate Attendance Policies.