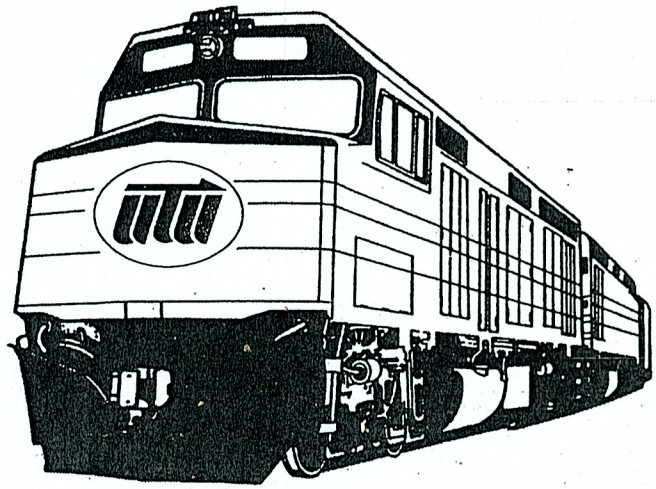
Engr School Agreement

NATIONAL TRAINING AGREEMENT

BETWEEN RAILROADS REPRESENTED BY THE

NATIONAL CARRIERS' CONFERENCE COMMITTEE



AND THEIR EMPLOYEES REPRESENTED BY THE

UNITED TRANSPORTATION UNION

NMB CASE NO. A-9152
AS AMENDED

Cover A

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February 1997

Dear Brothers and Sisters:

UTU is very proud to be embarking on its twenty-fifth year of representing engine service employees through the administration of the National Manning and Training Agreements.

These Agreements are testament to the dedicated efforts of the Officers and Chairpersons who obtained them and those Officers and Chairpersons who continue to fight for the rights of all engine and train service members today.

As rail labor heads into the twenty-first century, UTU will remain at the forefront and continue to pro-actively pursue the interests of our members.

Fraternally yours,

Charles L. Little

Charles L. Little
International President

Cover B

HIGHLIGHTS OF THE UNITED TRANSPORTATION UNION TRAINING PROGRAM AGREEMENT

1. Each carrier will establish and maintain a training program for the training, qualifying and promotion of firemen-helpers to locomotive engineers.

2. A training program schedule is to be established on each individual carrier.

3. The training program is subject to review by the UTU(E) general chairperson.

4. Firemen-helpers hired subsequent to July 19, 1972, shall be given a seniority date as fireman-helpers in accordance with existing rules.

5. After July 19, 1972, no employee may be promoted to engineer without first becoming a fireman-helper and completing the UTU(E) training program.

6. Newly hired firemen-helpers must be placed in the training program within six (6) months thereafter.

7. Firemen-helpers in classroom training at points away from home will be allowed actual and necessary travel, meal and lodging expense.

8. A fireman-helper undergoing on-the-job training will receive lodging and meal allowances under applicable UTU(E) agreements.

9. Existing merger or protective guarantees of firemen-helpers placed in training are preserved.

10. Firemen-helpers in training will receive health coverage, off-track vehicle insurance and credit for all prior continuous service for vacation purposes.

NMB CASE NO. A-9152

DATED JULY 19, 1972,
AND AMENDED AUGUST 25, 1978

Cover C

MEDIATION AGREEMENT

This Agreement made this 19th day of July, 1972 by and between the participating carriers listed in Exhibit "A" attached hereto and made a part hereof and represented by the National Carriers' Conference Committee and employees of such Carriers shown thereon and represented by the United Transportation Union (Enginemen).

The Carriers and the United Transportation Union desire at this time to establish a formal training program, which, together with on-the-job training, will accelerate training, qualifying and promotion of firemen (helpers) to the craft of Locomotive Engineers. They therefore enter into this Agreement:

ARTICLE I - GENERAL

A. The Carrier will establish and maintain a training program to accelerate the training, qualifying and promotion of firemen (helpers) to the craft of Locomotive Engineers in accordance with the terms of this Agreement.

B. The recruitment, selection, employment and training of firemen (helpers) under this program shall be without discrimination because of race, color, religion, national origin or sex.

ARTICLE II - ELIGIBILITY

A. 1. Each firemen (helper) shall be given a seniority date as a fireman (helper) in accordance with applicable agreements now in effect.

Firemen (helpers) shall be required to accept training and promotion according to their relative standing on the Firemen's Seniority Roster in their respective seniority district, except as otherwise provided in this Agreement.

A. 2. Subsequent to the adoption of this Agreement, and except as provided herein, no employee, not previously qualified, shall be eligible to be promoted to the craft of locomotive engineer, without first entering the service as fireman (helper) and completing the training set forth herein.

B. 1. The Carrier will expedite the training, qualifying and promotion of firemen (helpers) having a seniority date as such on the effective date of this Agreement, and such training, qualifying and promotion will be completed before the training, qualifying and promotion of new firemen (helpers) becomes applicable under the terms of this Agreement. In the application of this paragraph any existing agreement between the parties requiring a minimum length of service before a fireman (helper) is eligible for promotion is superseded by this Agreement, unless mutually agreed to the contrary by the parties on an individual Carrier.

Note: *This Agreement shall not require the training or promotion of firemen (helpers) on seniority rosters on the effective date of this Agreement who have not heretofore been required to accept promotion, including, but not limited to firemen (helpers) who are physically disqualified, fixtures, non-promotables under certain court decisions or non-promotables by reason of discipline.*

B. 2. Firemen (helpers) who are engaged in an accelerated training program under existing agreements on individual railroads will continue their training to completion in accordance with the terms of such agreements notwithstanding the modification of such agreements as provided herein.

B. 3. Subject to the provisions of Paragraphs B. 1 and B. 2 above, all firemen (helpers) hired subsequent to the effective date of this Agreement will be required to enter the training program within one year from the date of their employment and be continued therein until completion of the training program which shall not exceed six months. Length of service requirements in existing agreements between the parties are hereby modified to conform to this paragraph unless mutually agreed to the contrary by the parties on an individual Carrier.

C. Firemen (helpers) having a seniority date as such on the effective date of this Agreement who have failed promotional examinations under existing agreements prior to the effective date of this Agreement will be given consideration for retraining by the General Chairman and the Carrier.

D. No fireman (helper) shall be deprived of his rights to examination, nor to promotion in accordance with his relative standing on the firemen's roster, because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence; provided, that upon his return he shall be immediately called and required to take examination and accept proper assignment.

E. If a junior fireman (helper) is promoted out of turn, such junior fireman (helper) will rank below any senior fireman (helper) as an engineer, when such senior fireman (helper) completes the program and is given a certificate as an engineer, unless agreements on an individual Carrier provide otherwise.

F. If there is an immediate need for locomotive engineers on a particular seniority district on the effective date of this Agreement, fireman (helpers) may be required to enter the training program in seniority order irrespective of their length of service as firemen (helpers).

ARTICLE III- TRAINING PROGRAM

A. The training program shall consist of classroom instruction and work experience as determined by the Carrier. As necessary, classrooms, books, materials and instructions shall be furnished by the Carrier.

B. Examinations will be prepared and administered by the Carrier.

C. The training program and any intended substantial changes therein shall be reviewed from time to time by the Carrier Representative and the UTU(E) General Chairman.

D. The General Chairmen shall be furnished the name and address of each fireman (helper) entering the training program, showing the date he is placed in training. Further, the General Chairmen will be advised by the Carrier of the names and location of the supervisors in charge of administering the training program.

E. The Carrier shall establish a training program schedule and if the schedule does not require attendance on a day or days of a calendar week, firemen (helpers) will be considered assigned to the training program but will be permitted to return to their home point and back to training point at their expense. Under these circumstances a fireman (helper) will not be permitted to mark up for service.

F. When firemen (helpers) are not assigned to scheduled training programs they shall be required to exercise their seniority with the understanding that in so doing they will meet experience requirements in various classes of service on the individual Carrier.

G. As near as practicable, training days will be scheduled not to exceed eight hours, it being recognized however that single trips for on-the-job training may of necessity exceed such hours.

H. Firemen (helpers) assigned to a scheduled training program will not be used in other service prior to completion of the training program if any qualified regular or extra engine service employee can be used. On days firemen (helpers) assigned to a scheduled training program are not scheduled for training, they will not be permitted to exercise their seniority or work extra.

If a fireman (helper) is used in other service during a scheduled training program his earnings for that service will be in addition to the weekly rate set forth in this Agreement.

I. A fireman (helper) will not be required to make on-the-job training trips on a seniority district other than that for which he is being trained, unless mutually agreed to by the parties on the individual Carrier.

J. Firemen (helpers) who, after starting the training program, are unable to continue the training due to sickness or proper leave of absence will not be regarded as having failed. The decision as to whether they must start the program at the beginning or at another point in the program will be made by the Instructor(s)

after consulting with the UTU(E) Representative.

K. If not otherwise provided by the Carrier, firemen (helpers) will be reimbursed for actual, reasonable, and necessary travel, lodging and meal expenses incurred while engaged in orientation and classroom instructions when headquartered at points beyond commuting distances from their place of residence.

L. A fireman (helper) undergoing on-the-job training shall receive lodging accommodations or allowances in lieu thereof and meal allowance as provided under the applicable UTU(E) agreement on the individual Carrier.

M. When a Carrier requires work experience on assignments that otherwise would not be available to individual firemen (helpers) in time to permit compliance with the requirements of the training program, the Carrier will designate a sufficient number of such assignments on which firemen (helpers) may exercise their seniority for the period necessary to satisfy such requirements. In such cases the fireman (helper) will not be subject to displacement until he has accumulated the necessary work experience, except he may be displaced by a senior fireman (helper) who would otherwise be placed in a furloughed status.

N. A fireman (helper) may be forced from his regular assignment to permit a fireman (helper) in training to obtain necessary work experience on such assignment. When a senior fireman (helper) is forced from his assignment by a firemen (helper) his junior under such circumstances, he will be paid not less than he would have been paid on the assignment from which he was removed.

O. Adequate records of firemen (helpers) on-the-job and classroom training progress shall be maintained and reviewed with the General Chairman on request.

ARTICLE IV - COMPLETION OF PROGRAM SATISFACTORILY

Upon successful completion of the training program, the fireman (helper) shall be certified as a qualified locomotive engineer, and shall be awarded a certificate so stating and shall acquire and maintain engineer's seniority in accordance with all applicable agreements. Upon such certification the Carrier shall supply the UTU(E) General Chairman with the names of the firemen (helpers) so certified and the date of the certification.

ARTICLE V - FAILURE TO COMPLETE SATISFACTORILY

A. When, in the opinion of the Carrier Instructor(s), it becomes apparent that a fireman (helper) will not complete the training satisfactorily, he will be required to consult with the Carrier Instructor(s) and a Representative of the UTU(E) for the purpose of identifying and possibly overcoming the problem.

B. If a fireman (helper) under this training program fails to pass the required final examination on the first attempt, he will be given a second opportunity to pass such examination. The second examination will be taken not less than thirty days nor more than ninety days following failure of the first examination. The second examination will be held at the same point as the first examination if practicable or unless otherwise mutually agreed upon.

During the period while awaiting and taking the re-examination, firemen (helpers) will not be compensated nor allowed any expenses as firemen (helpers) under this Agreement, but they will be permitted to sit in on any classroom instructions given to other firemen (helpers).

During the period while awaiting and taking the second examination firemen (helpers) may exercise their seniority.

Failure to complete the training program in accordance with the terms of this Agreement or failure to pass the final examination on the second attempt will result in termination of service.

ARTICLE VI - COMPENSATION DURING TRAINING

A. Firemen (helpers) shall be paid a minimum of **$653.56*** per calendar week, subject to increases com-

**Rate effective December 1, 1995. Effective July 1, 1997—$676.43; and effective July 1, 1999—$700.11.*

Current $823.68

mensurate with those granted firemen in national negotiations, while actively participating in the training program. This payment shall comprehend all time consumed in the training program. To receive the full rate, the fireman (helper) must be available for a maximum of six days per calendar week commencing on Sunday. The prorated daily rate may be deducted for each day in such calendar week a fireman (helper) is not available of his own volition, provided that no deduction will be made for days on which training is not scheduled. Prorated daily rate will be computed on the basis of the number of days comprising the training week. For all days in excess of six in a calendar week that a fireman (helper) is required to participate in the training program, he shall be paid the prorated daily rate. [**See amendment for overtime rate over 48 hours.**]

B. A fireman (helper) having a seniority date on the effective date of this Agreement shall be compensated while engaged in the scheduled training program not less than the amount he would have earned on the regular assignment he held at the time of entry into the training program.

Should a fireman (helper) be assigned to an extra list, his earnings during training will be determined on the basis of the average earnings of the extra list at the time he was removed therefrom for training purposes. Such determination shall be computed on the basis of the average earnings of the extra list at the last regulating period but in no event shall his earnings exceed the maximum mileage for extra men as set forth in schedule rules on the individual Carrier.

Compensation during training for a regularly assigned or extra fireman (helper) shall be not less than the weekly rate set forth in Paragraph A of this Article.

Firemen (helpers) who enter the training program from other than a regular assignment or an extra list will be compensated as set forth in Paragraph A of this Article.

The earnings guarantee herein provided will be proportionately reduced for any scheduled training day that a fireman (helper) is absent of his own volition.

C. A fireman (helper) entering the training program who has established an earnings guarantee under the provisions of the Washington Job Protection Agreement, the Agreement of January 27, 1972 between the Carriers and the UTU, an employee protective agreement arising out of a transaction approval by the Interstate Commerce Commission under Section 5 of the Interstate Commerce Act, or an employee protective agreement arising out of the Rail Passenger Transportation Act of 1970, or an earnings guarantee of similar character, will not have such guarantee reduced account of his participation in this training program. However, there will be no duplication of payments under this Agreement and such protective agreements.

D. Firemen (helpers) in the training program will receive the benefits under Group Policy Contract GA-23000, as amended, or such other health and welfare program as may be in effect on the individual carrier, provisions of Article IX of the Agreement of September 14, 1968, and National Vacation Agreements (including the Interpretation of the Continuous Service Provisions of January 18, 1956) in effect with the UTU(E).

E. Existing agreements between the parties which provide for the payment of daily, weekly, or monthly rates of pay in excess of those set forth in this Agreement for training, qualification and promotion of firemen (helpers), or which provide for payment of an allowance for instructor(s), or which provide for preservation of the without fireman rates of pay, will remain in full force and effect unless otherwise mutually agreed to by the parties on the individual Carrier.

ARTICLE VII - SUPERVISION OF FIREMEN (HELPERS) IN THE TRAINING PROGRAM

When firemen (helpers) participating in the training program are required to receive on-the-job training the engineer on the job selected will acquaint the fireman (helper) in training with the responsibilities and functions of engineers under actual working conditions, subject to the following:

A. The fireman (helper) in training will be permitted to operate the engine and perform other functions under direction of the engineer.

B. While the engineer cannot be relieved from his responsibility for the safe operation of his train and

engine, he will not be held responsible for broken knuckles, damaged drawbars or rough handling when the engine is operated by the fireman (helper) in training.

C. The presence of a fireman (helper) in training will not affect the engineer rate of pay when operating without a fireman (helper).

Note: *The use of the term "fireman (helper) in training" in this article refers to a fireman (helper) while actually engaged in the scheduled training program and who is being compensated pursuant to the provisions of Article VI, Paragraphs A, B or C of this Agreement.*

D. Engineer(s) will be required to complete progress reports as may be directed.

E. The provisions of this Article VII shall apply only on those Carriers where the UTU(E) represents the craft or class of Locomotive Engineers.

ARTICLE VIII - SIMULATORS AND OTHER TRAINING DEVICES

Provisions of existing agreements between the parties covering the use of simulators or other training devices used in the training of firemen (helpers) for promotion to locomotive engineer shall become part of this Agreement and shall remain in full force and effect unless and until canceled or amended in accordance with the specific terms of such agreements.

All other provisions of this Agreement shall apply to the use of simulators and other training devices used in the training of firemen (helpers) which are hereafter established.

ARTICLE IX - MISCELLANEOUS

A. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of this Agreement, the duly authorized representative of the employees, party to this Agreement, and the officer designated by the Carrier, may mutually enter into additional written understandings to implement this Agreement or to preserve existing training agreements.

ARTICLE X - EFFECT ON EXISTING AGREEMENTS

This agreement will supersede existing agreements relating to the training, qualifying and promotion of firemen (helpers) represented by the UTU(E) only to the extent set forth herein.

ARTICLE XI - DISPUTES COMMITTEE

There is hereby established a National Disputes Committee consisting of one Carrier member and one Organization member signatories hereto, the jurisdiction of which shall be limited solely to the settlement of disputes as to how existing individual agreements between a Carrier and the UTU(E) should be changed to conform to this Agreement, as outlined in Paragraphs (A) and (B) below:

(A) For the sole purpose of revising existing individual agreements so as to make them conform to this Agreement, a representative of each Carrier and the duly authorized representative of its employees shall, as expeditiously as possible, but in any event no later than forty-five days after the effective date of this Agreement, prepare and exchange in writing a list of agreement provisions which each party views as being superseded or modified by this Agreement.

(B) As expeditiously as possible, but in any event no later than seventy-five days after the effective date of this Agreement, the Carrier representative will meet with the duly authorized representative of its employees for the purpose of deleting and/or modifying any agreement rules in conflict with this Agreement.

(C) Any disputes arising solely in connection with the revising of individual agreements so as to make them conform to this Agreement and not settled on the property under the procedures outlined in Paragraphs (A) and (B) above may be referred by either party to the National Disputes Committee for a final and binding decision. Such disputes must be submitted within one hundred twenty days after the effective date of this

Agreement in compliance with the agreed-to procedures applicable to the preparation, distribution and timely furnishing of submissions to the National Disputes Committee.

(D) The National Disputes Committee shall meet and consider any disputes that have been docketed within three months after the effective date of this Agreement. Subsequent meetings will be held on agreed-upon dates, provided such dates are to be no later than six months and nine months following the effective date of this Agreement. After deciding all of the disputes that have been docketed at the beginning of the nine months meeting, the National Disputes Committee shall cease to exist.

(E) In the event the National Disputes Committee is unable to reach a decision with respect to any submitted dispute, the Committee shall endeavor to agree upon the selection of a neutral referee to act as a member thereof in the disposition of such submitted dispute. In the event the Committee is unable to agree upon the selection of a neutral referee to be a member of the Board for the consideration and disposition of such dispute, either member of the Committee, within ten days after their failure to agree upon a neutral referee, may request the National Mediation Board to appoint such neutral referee. Upon receipt of such request the National Mediation Board shall promptly make such appointment. The neutral person so selected or appointed shall be compensated and reimbursed for expenses by the National Mediation Board.

(F) The National Disputes Committee, with a neutral referee acting as a member thereof, will render decisions on deadlocked disputes no later than thirty days following the conclusion of proceedings. Any two members of the Disputes Committee shall be competent to render decisions. Such decisions shall be final and binding upon both parties.

ARTICLE XII - COURT APPROVAL

This Agreement is subject to approval of the courts with respect to Carriers in the hands of receivers or trustees.

ARTICLE XIII - EFFECT OF THIS AGREEMENT

A. This Agreement is in settlement of the dispute growing out of notices served on the Carriers listed in Exhibit "A" by the former BLF&E (UTU(E) on or about November 15, 1965, (identified as former BLF&E Notice No. 3), and shall be construed as a separate agreement by and on behalf of each of said Carriers and their employees represented by the organization signatory hereto, and shall remain in effect thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. [See amendment.]

B. This Agreement is intended to apply only to the rates of pay, rules or working conditions of firemen (helpers) and locomotive engineers represented by the UTU(E) and shall not be construed or applied otherwise.

C. The effective date of this Agreement shall be July 19, 1972.

SIGNED AT WASHINGTON, D. C., THIS 19TH DAY OF JULY, 1972.

For the Participating Carriers Listed in Exhibit A:

/s/ WILLIAM H. DEMPSEY
William H. Dempsey, Chairman

/s/ C. A. BALL
C. A. Ball

/s/ F. K. DAY, JR.
F. K. Day, Jr.

/s/ T. C. DeBUTTS
T. C. De Butts

/s/ G. L. FARR
G. L. Farr

/s/ J. R. JONES
J. R. Jones

/s/ J. J. MAHER
J. J. Maher

/s/ C. E. MERVINE, JR.
C. E. Mervine, Jr.

/s/ EARL OLIVER
Earl Oliver

/s/ G. S. PAUL
G. S. Paul

/s/ G. M. SEATON, JR.
G. M. Seaton, Jr.

For the Employees Represented By The United Transportation Union:

/s/ M. W. HAMPTON
M. W. Hampton, Assistant President

/s/ J. W. JENNINGS
J. W. Jennings, Vice President

/s/ H. M. PRICE
H. M. Price, Chairman

/s/ M. H. NELSEN
M. H. Nelsen, Vice Chairman

/s/ A. B. HEALAN
A. B. Healan, Secretary

/s/ R. A. BONENO
R. A. Boneno, Member

/s/ R. M. GAMBRELL
R. M. Gambrell, Member

/s/ T. P. GORMAN, JR.
T. P. Gorman, Jr., Member

/s/ G. B. McKEE
G. B. McKee, Member

/s/ H. W. WHITE
H. W. White, Member

WITNESS:

/s/ WARREN S. LANE
Warren S. Lane
Regional Head Mediator
National Mediation Board

/s/ JACK W. CASSLE
Jack W. Cassle
Mediator
National Mediation Board