

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTHERN PACIFIC LINES

AND

UNITED TRANSPORTATION UNION

ENGINE SERVICE

WESTERN LINES AND EP&SW

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

In order to revise the training and promotion to the craft of locomotive engineer in accordance with the provisions of the Mediation Agreement in Case No. A-9152 dated July 19, 1972, as amended by Mediation Agreement Case A-11471 dated October 31, 1985 and Memorandums of Agreement E&F 2-130 and E&F 2-397, the following shall apply:

Article I - FIREMAN SENIORITY

A.1. Each Locomotive Engineer Trainee shall be given a seniority date as a fireman upon successful completion of the initial training class in the order of his/her relative standing on the Trainmen Seniority Roster or System Hostler Seniority Roster among the members of that class, and below all who have previously established seniority as fireman or engineer except as set forth in B. 1., below. The term "trainmen" in this agreement includes switchmen.

A.2. Section 4(4) of Article XIII of the October 31, 1985 National Agreement sets forth the circumstances under which the Company may train others (other than trainmen or hostlers) for engine service. If more than one such "other" is trained in a group, relative seniority among such "others" will be assigned in order of initial date of uninterrupted service with the Company, but following any hostlers or trainmen within the same training group.

A.3. If any group of trainees, or individual trainees within a group, have identical seniority dates or initial service dates and equal priority as set forth in Sections A.1. or A.2., this Article, with no relative standing between them previously established, such trainees will have their relative seniority standing among themselves determined by date of birth, with preference given to the earlier date. Once so determined, the trainees will then rank in relative order with other trainees in the group as set forth in Sections A.1 and A.2, this Article.

A.4. If more than one class of firemen, either on the same seniority district or on different seniority districts, establish seniority as firemen on the same date, the participants of the classes

will establish relative standing among themselves in accordance with the terms of this agreement.

B. 1. Hostlers and trainmen who are eligible to enter a class and who are not available due to: (a) serving in the U. S. Armed Forces, (b) furlough, (c) being suspended or dismissed and later reinstated with seniority rights unimpaired, (d) maternity leave, (e) jury duty or (f) on verifiable medical absence at the direction of a physician shall, upon return from such absence, be allowed to enter the first class held on the district on which the class was missed, and upon successful completion of that class, shall be ranked in proper standing among the members of the class that was missed. An employee eligible under this provision may irrevocably declare, in writing to the Company and the Local Chairman, UTU-E, of his/her intent to enter the next available class on the District. Once declared, the employee will not be subject to involuntary assignment to a class on a different engine service seniority district, however, the employee may voluntarily bid to a class on a different district and will assume his/her relative standing among the other members of that class and below all who have previously established seniority as fireman or engineer on that District.

NOTE: The Company will provide trainees who establish seniority as fireman with a copy of the SP Agreement governing Firemen and Hostlers and, upon successful completion of the simulator training set forth in Section B.2. of Article II, a copy of the SP Agreement governing Engineers.

Article II - TRAINING PROGRAM

A. Fireman and Hostler Training

A.1. Trainees who are entering engine service from other than an operating craft will receive a one-week orientation class prior to the commencement of the initial training class set forth in A.2, this Article.

A.2. The initial training class will consist of two weeks classroom time, the successful completion of which will result in a trainee establishing seniority as a fireman and receiving FRA certification as a student engineer. Examinations will be conducted at the end of the initial training class. Trainees who will perform service as hostlers or hostler helpers (locomotive servicing engineer) will, at the completion of the initial two weeks of classroom training, be allowed 15 days in hostling service, after which each trainee will be given a field skills performance review, the satisfactory completion of which will result in the trainee receiving qualification and certification as a Locomotive Servicing Engineer (hostler).

A.3. A fireman who does not satisfactorily complete the field skills performance review by the completion of 15 days as set forth in A.2., this Article, will enter the second phase of hostling training trips, which will consist of not more than 15 days of additional on-the-job training trips. After completion of the second phase, the fireman will be given a field skills performance review by a Company officer other than the officer who administered the initial field skills performance review, the satisfactory completion of which will result in the fireman receiving qualification and certification as a Locomotive Servicing Engineer (hostler).

A.4. In addition to the two weeks of initial classroom training set forth next above, firemen will receive an additional week of classroom instruction for the purpose of main-line trip preparation immediately prior to the commencement of Phase One engineer training trips.

B. Student Engineer Training and Territorial Familiarization and Qualification Trips

Firemen on a district will commence student engineer training in seniority order. The provisions of Article XIII of the October 31, 1985 Agreement notwithstanding, firemen will be placed in other than "must-fill" service for the acquisition of engineer training and territorial qualification trips as hereinafter set forth. Such trips are expected to be in service contemplated by Item 1 of the April 11, 1970, Simulator Agreement as revised. However, not more than two trips in yard service, five trips in local freight/road switcher service and ten trips in helper service will be counted toward the minimum of sixty Phase One trips. Round trips in regular or interdivisional pool freight service will be counted as one trip in each direction. After completion of the training program, a fireman with seniority established as such after October 31, 1985, will have the right to exercise seniority as such limited to service contemplated by Article XIII of the October 31, 1985 UTU National Agreement, as amended.

B.1. Phase One - Student Engineer Training Trips

Firemen will commence student engineer Phase One training trips not later than twelve months after establishing seniority as a fireman. Student engineer training trips will consist of not less than sixty (60) trips as set forth in paragraph B, this Article. At the midpoint of the Phase One student engineer training trips, Firemen will attend a two-day midterm class. An examination will be held at the completion of the two-day class.

B.1.5. After completion of the Phase One student engineer training trips, firemen will receive three weeks of classroom and simulator instruction. Appropriate examinations will be conducted during the three-week period. Firemen who fail a written exam during this period will be allowed not less than 30 and not more than 90 days to retake the examination. Firemen who fail the skills performance simulator examination shall be returned to Phase One trips and shall, not sooner than 30 days and not more than 90 days, elect to retake the skills performance simulator examination at the Simulator Training Center or on the District.

B.2. Phase Two - Student Engineer Territorial Qualification Trips

When applicable agreements require the promotion of firemen to engineer, firemen on a district who have successfully completed Phase One of the training program will commence Phase Two. Phase Two of the student engineer training and territorial familiarization trips will consist of a minimum of 15 days and a maximum of six months of training trips over the territory in which the Fireman is expected to pass the territorial exam and skills performance check ride. Satisfactory completion of a territorial examination and skills performance check ride at any time after the minimum number of days during the Phase Two trips will result in the fireman being promoted to locomotive engineer and receiving a certificate and qualification as a train service engineer.

NOTE: The parties agree that the Company may determine that the time limit for Phase Two trips may not be adequate to satisfactorily complete the necessary training on a district. When so determined, and on the same basis for all trainees on the district, the Company may increase for a

district the Phase Two trip period beyond the six months set forth in this agreement. The Organization will be notified when such an increase occurs.

B.3. Phase Three

A fireman who is not able to successfully complete a territorial examination and skills performance check ride given at the completion of the maximum time allowed for Phase Two trips as set forth in B.2., this Article, will enter Phase Three of main-line trips. Said fireman will be notified in writing, with a copy to the Local Chairman, UTU-E, prior to entry into Phase Three.

Phase three trips will consist of not less than 30, and not more than 60, days of additional qualification trips over the territory in which the fireman is expected to pass a territorial exam and skills performance check ride. After completion of the third phase, the fireman will be given a territorial examination and a skills performance check ride which will include a company officer other than the officer who administered the final Phase Two check ride to the employee, the satisfactory completion of which will result in the fireman being promoted to locomotive engineer and receiving a certificate and qualification as a train service engineer.

C.1. Firemen who are off for a period of more than 30 consecutive days during Phase Two shall, upon their return to service, have their Phase Two time period extended by not less than the number of days missed or not less than the duration absent (whichever is greater) to a maximum of the standard Phase Two time for the District.

C.2. Failure to satisfactorily complete hostling training as set forth in Section A.3. of Article II, the midterm examination in Section B. I of Article II or Phase Three student engineer training as set forth in Section B.3 of Article II; or failure to satisfactorily pass the required examinations or the final skills performance simulator exam in B.1.5 of Article II with a score of not less than 85%, after the second attempt during the classroom and simulator training set forth in this agreement, will result in the Fireman's release from the training program. Upon release from the training program, any FRA certification obtained pursuant to this agreement shall be considered invalid and the employee will forfeit any certificate associated therewith.

NOTE: If a junior fireman is promoted ahead of a senior fireman on the district, such senior fireman, when promoted, will rank ahead of any junior fireman as an engineer on the district seniority roster of engineers.

Article III - COMPENSATION DURING TRAINING

A.1. Classroom and simulator training set forth in this agreement will be compensated at a minimum of \$875.00 per six-day week, to be adjusted for future wage increases, with a minimum of 1/6 of the aforementioned weekly rate per day for periods of less than one week. This 1/6 weekly rate shall apply for each day(s) (including days before and after a class) a trainee does not perform service on an operating assignment due to required attendance at classroom instruction or exam.

A.2. During on-the-job training, firemen will be governed by the Agreement covering Firemen and will be compensated at the prevailing firemen's rate for the position on which assigned for training.

A.3. A trainee or fireman who is required to take classroom training or on-the-job training at a location other than the employee's home terminal will be compensated \$32.00 per day for meals, less the value of meals furnished by the Carrier or meals payable under other agreement provisions and will be entitled to lodging while at the other location. A trainee/Fireman may elect to receive an allowance of \$20.00 per day in lieu of lodging.

NOTE: Carrier may require trainees to submit Personal Expense Account Form in order to be reimbursed for meals and lodging.

Article IV - EFFECT OF THIS AGREEMENT

This agreement will supersede any agreement or provision with which it may conflict only to the extent necessary to allow application of this agreement.

Article V - GENERAL AND MORATORIUM

The parties to this Agreement shall not serve nor progress prior to December 31, 2003, any notice or proposal to change any matter contained herein. This moratorium shall not bar the parties from agreeing upon any subject of mutual interest.

Signed in San Francisco this 12th day of September 1996.

FOR THE ORGANIZATION

General Chairperson - UTU(E)

FOR THE CARRIER:

Director - Labor Relations

September 12, 1996

Side Letter No. 1

Mr. J. Previsich, General Chairman
United Transportation Union (E)
1860 El Camino Real, Suite 201
Burlingame, CA 94010

Dear Mr. Previsich:

This is to confirm our understanding that Firemen in Los Angeles may be required to perform ten trips between West Colton and Yuma during the Phase One portion of their training. Such firemen shall be compensated for expenses as set forth in Section A.3 of Article III of this Agreement.

If you concur with the foregoing, please so indicate by signing in the space provided below.

Sincerely,

W. E. Loomis

I concur:

J. Previsich
General Chairperson, UTU(E)

September 12, 1996

Side Letter No. 2

Mr. J. Previsich, General Chairman
United Transportation Union (E)
1860 El Camino Real, Suite 201
Burlingame, CA 94010

Dear Mr. Previsich:

The parties agree to define the method of advertisement and selection for new engine service positions. Said method will include bulletin by General Manager's Notice, method of selection of applicants and other matters which may be pertinent to the process.

If you concur with the foregoing, please so indicate by signing in the space provided below.

Sincerely,

W. E. Loomis

I concur:

J. Previsich
General Chairperson, UTU(E)